

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2023-12**

AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND PROJECT IRON MAN, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, “COMPANY”); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; DEVELOPING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF THE PARK; AND OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina (“County”), acting by and through its County Council (“Council”), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (“Code”), particularly Title 12, Chapter 44 thereof (“Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (“Multi-County Park Act” or, as to Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, “Special Source Act”) (collectively, “Act”), and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with investors to establish projects through which the economic development of the State of South Carolina (“State”) will be promoted and trade developed, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; (ii) to covenant with those investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT (“Negotiated FILOT”) payments, and granting certain special source revenue credits (“SSRCs”) to pay costs of designing, acquiring, constructing improving or expanding (i) infrastructure serving a project or the County, and (ii) for improved or unimproved real estate and personal property including machinery and equipment used in the operating of a manufacturing or commercial enterprise (“Infrastructure”); and (iii) to create or expand, in conjunction with one or more other counties, a multi-county industrial or business park to allow such special source revenue credits and certain enhanced income tax credits to those investors;

WHEREAS, the County has caused to be prepared and presented to the Council the form of an amendment to an existing agreement (“MCIP Amendment”) for the Development of a Joint County Industrial and Business Park, by and between the County and Pickens County (“Park”), the substantially final form of which is attached as Exhibit C, pursuant to which certain real property consisting of approximately 48 acres, as further described on the attached Exhibit A (“Project Site”) shall be located in a Park upon the approval of this Ordinance by the Council and the approval of a separate ordinance by the Pickens County Council;

WHEREAS, the property located in the Park is exempt from ad valorem taxation and the owners of that property pay a non-negotiated fee in lieu of tax payment in the absence of a Negotiated FILOT (“Non-Negotiated FILOT”);

WHEREAS, the County, acting by and through its Council, is further authorized and empowered under and pursuant to the provisions of the Multi-County Park Act to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the Multi-County Park Act and to create, in conjunction with one or more other counties, a multi-county park to afford certain enhanced tax credits to those investors;

WHEREAS, Project Iron Man, acting for itself, one or more current or future affiliates and other project sponsors (collectively, “Company”) proposes to invest in, or cause others to invest in, the establishment or expansion of a manufacturing facility in the County (“Project”), which the Company expects will result in the investment of approximately \$28,500,000 in taxable property and the creation of approximately 98 new, full-time equivalent jobs;

WHEREAS, pursuant to an Inducement Resolution adopted by the Council on June 6, 2023, the County identified the Project as a “project” as provided in the Act and gave preliminary approval to certain incentives;

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee in Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement, attached as Exhibit B, by and between the County and the Company (“Fee Agreement”), which provides for (i) fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 30 years for the Project or each component thereof placed in service during the investment period as provided according to the Act; and (ii) SSRCs with a term of 7 years with respect to the Negotiated FILOT payments; and

WHEREAS, it appears that the Fee Agreement and the MCIP Amendment each of which are now before this meeting, are in appropriate form and are each an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. Statutory Findings. Based solely on information provided to the County by the Company, it is hereby found, determined, and declared by the County Council, as follows:

(a) The Project will constitute a “project” as that term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based on all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County;

(c) 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;

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

(e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and

(g) The anticipated benefits of the Project to the public will be greater than the costs.

Section 2. Multi-County Park. The County intends to use its commercially reasonable efforts to designate the Project as part of the Park or a separate multi-county industrial or business park, if not already so designated, and intends to use its commercially reasonable efforts to maintain the Project within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which provide, for all jobs created at the Project through the end of the investment period set forth in the MCIP Amendment, any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial

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or business parks, and on terms, and for a duration, which facilitate the special source revenue credits set forth in the recitals of this Ordinance. Sharing of expenses and revenues of the County and Pickens County shall be as set forth in the MCIP Amendment (or applicable agreement related to any subsequent multi-county industrial or business park).

Section 4. *Authorization of an Approval of Form of Fee Agreement and MCIP Amendment.* To promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate a manufacturing facility in the State, the Fee Agreement and the MCIP Amendment are each authorized and approved. The form of the Fee Agreement and the MCIP Amendment presented at this meeting, respectively, as attached as Exhibit B and Exhibit C, are each approved, and all of the terms of each are incorporated in this Ordinance by reference as if the Fee Agreement and the MCIP Amendment were set out in this Ordinance in their entirety. The Chairman of the County Council, and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement and the MCIP Amendment in the name of and on behalf of the County, and to cause the executed Fee Agreement to be delivered to the Company and the executed MCIP Amendment to be delivered to Pickens County. The Fee Agreement and the MCIP Amendment are in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, on the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement and the MCIP Amendment now before this meeting.

Section 5. *Authorization for County Officials to Act.* The Chairman of the County Council, the Clerk to County Council, and the County Administrator, for and on behalf of the County, are each authorized and directed to do each thing that is reasonably necessary and prudent to effect the execution and delivery of the Fee Agreement and the MCIP Amendment and the performance of all obligations of the County under and pursuant to this Ordinance and Fee Agreement and the MCIP Amendment.

Section 6. *General Repealer.* Each order, resolution, ordinance, or part of the same in conflict with this Ordinance, is, to the extent of that conflict, repealed.

Section 7. *Effective Date.* This Ordinance is effective at its approval following a public hearing and third reading.

[ONE SIGNATURE PAGE AND 3 EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Passed and approved: July 18, 2023

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

First Reading: June 6, 2023
Second Reading: June 20, 2023
Public Hearing: July 18, 2023
Third Reading: July 18, 2023

EXHIBIT A
DESCRIPTION OF PROJECT IRON MAN PROPERTY
[LEGAL DESCRIPTION TO BE UPDATED PRIOR TO ENACTMENT]

Oconee County Tax Map No.: 161-00-02-002

EXHIBIT B
FORM OF FEE IN-LIEU OF *AD VALOREM* TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT

EXHIBIT C
FORM OF MCIP AMENDMENT

ATTACHMENT A
PRELIMINARY TERM SHEET*
FEE IN LIEU OF TAX AGREEMENT
BY AND BETWEEN

OCONEE COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED FOR THE TIME
BEING AS PROJECT IRON MAN AND ONE OR MORE AFFILIATES OR OTHER PROJECT
SPONSORS

Company Commitments:	\$28,500,000 aggregate, taxable investment; 98 aggregate, new, full-time equivalent jobs
Basic FILOT Terms:	6% assessment ratio; fixed millage rate of 217.9 mills; 5-year investment period; 30-year payment period for each annual increment of investment during investment period; real property not subject to reassessment
Multi-County Park:	In the County's discretion, all property of Company in County to be designated as part of a multi-county industrial or business park
SSRC (years/credit):	7 consecutive tax years, in an annual amount equal to fifty (50%) percent of each such year's FILOT Payments for years 1-5 and in an amount equal to thirty-five (35%) percent of each such year's FILOT Payments for years 6-7.
Clawback:	Repayment of previously claimed SSRC and reduction of future, if any, SSRC, if investments or jobs thresholds are less than 80%, and if they are above 80%, repayment of SSRC based on weighted average of difference between commitment and actual taxable investment (65%) and job creation (35%), repayable to County in 15 days after close of investment period

*TERMS SET FORTH IN THIS ATTACHMENT ARE SUMMARY IN NATURE AND SHALL BE SET FORTH IN GREATER DETAIL, INCLUDING ANY CLAWBACKS, IN THE FINAL FEE IN LIEU OF TAX AGREEMENT.

**FEE-IN-LIEU OF *AD VALOREM* TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

BETWEEN

PROJECT IRON MAN

AND

OCONEE COUNTY, SOUTH CAROLINA

EFFECTIVE: July 18, 2023

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**FEE-IN-LIEU OF AD VALOREM TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT (“*Fee Agreement*”) is entered into, effective, July 18, 2023, between Oconee County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Oconee County Council (“*County Council*”) as the governing body of the County, and Project Iron Man (collectively, with any Sponsor Affiliate, “*Sponsor*”).

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (“*Act*”) of the Code of Laws of South Carolina 1976, as amended (“*Code*”): (i) to enter into agreements with certain entities meeting the requirements of the Act to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing corporate headquarters, manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors;

WHEREAS, County is authorized and empowered under and pursuant to Title 4, Chapter 1 of the Code, including Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, and by Article VIII, Section 13 of the South Carolina Constitution (collectively, “*Multi-County Park Act*”) to establish or expand a multicounty industrial or business park and grant certain special source revenue credits against the fee in lieu of tax payments generated by such multicounty business park to pay costs of designing, acquiring, constructing improving or expanding (i) infrastructure serving a project or the County, and (ii) for improved or unimproved real estate and personal property including machinery and equipment used in the operating of a manufacturing or commercial enterprise (“*Infrastructure*”), and to provide for certain enhanced income tax credits to businesses located in such multicounty industrial or business park;

WHEREAS, the Sponsor proposes to establish or expand a manufacturing facility on the real estate described in Exhibit A attached hereto (“*Real Property*”) in Oconee County, South Carolina (“*Project*”);

WHEREAS, the Project will involve an expected investment in taxable property of at least \$28,500,000 during a five-year period, which would meet the minimum investment requirement under the Act;

WHEREAS, the Project is also expected to create not less than 98 new, full-time jobs in the County within a five-year period;

WHEREAS, based solely on information supplied by the Company to the County, pursuant to the Act, the County has determined that (a) the Project (as defined herein) 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 (d) the benefits of the Project are greater than the costs;

WHEREAS, the County Council adopted an inducement resolution on June 6, 2023, and enacted an ordinance on July 18, 2023 (“*Fee Ordinance*”), as an inducement to the Sponsor to develop the Project and at the Sponsor’s request, the County Council authorized the County to enter into this Fee Agreement as a fee-in-lieu of ad valorem tax agreement with the Sponsor which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof;

WHEREAS, the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, based on information regarding the Project provided by the Sponsor to the County, the County has determined that it is in the best interests of the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions herein set forth.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I PROJECT OVERVIEW

Section 1.1. *Agreement to Waive Requirement of Recapitulation.* Pursuant to Section 12-44-55(B) of the Act, the County and the Sponsor agree to waive the requirement of including in this Agreement the recapitulation information as set forth in Section 12-44-55(A) of the Act. If the Sponsor should be required retroactively to comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties (if any) of the County for the Sponsor's noncompliance that are within the County's control.

Section 1.2. *Rules of Construction; Defined Terms.* In addition to the words and terms elsewhere defined in this Fee Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document unless the context clearly indicates otherwise.

"Act" shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Act Minimum Investment Requirement" shall mean an investment of at least \$2,500,000 by the Sponsors of eligible economic development property under the Act.

"Administrative Expenses" shall mean the reasonable and necessary expenses including reasonable attorneys' fees, incurred by the County in connection with the Project and this Agreement and any ordinances, resolutions or other documents related thereto; provided, however, that no such expense shall be considered an Administration Expense unless the County furnishes to the Sponsor a statement in writing providing a general description of such expense has been incurred and the amount of such expense.

"Chairman" shall mean the Chairman of the County Council of Oconee County, South Carolina.

"Commencement Date" shall mean the last day of the property tax year during which Economic Development Property is first placed in service, except that this date must 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 execute this Fee Agreement.

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

"County Council" shall mean the Oconee County Council, the governing body of the County.

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsor's removal of equipment

pursuant to Section 4.7 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.9 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Sponsor in connection with its annual filing of a SCDOR PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsor, except as may be necessary to take advantage of Section 12-44-160 of the Act.

“Equipment” shall mean all of the equipment, office furniture, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor to the extent such equipment and fixtures are not part of the Improvements.

“Event of Default” shall mean any Event of Default specified in Section 4.19 of this Fee Agreement.

“Fee Agreement” shall mean this Fee-In-Lieu of Ad Valorem Taxes and Special Source Revenue Credit Agreement.

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT” shall mean a fee-in-lieu of taxes pursuant to the Act or pursuant to the Multi-County Park Act, as the context requires.

“FILOT Payments” shall mean the Negotiated FILOT Payments.

“FILOT Revenues” shall mean the revenues received by the County from the Sponsor’s payment of Negotiated FILOT Payments.

“Improvements” shall mean the buildings, structures and other improvements constructed or to be constructed or installed upon the Real Property as part of the implementation of the Project.

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

“Infrastructure Credit” means an “infrastructure improvement credit” as defined in the Act.

“Investment Commitment” shall mean the investment in taxable real and personal property at the Project of at least \$28,500,000 by the last day of the 5th year of the Investment Period.

“Investment Period” shall mean the period commencing on the Commencement Date and ending on the last day of the 5th year following the Commencement Date.

“Job Commitment” shall mean the creation at the Project of not less than 98 new, full-time equivalent jobs by the last day of the 5th year of the Investment Period.

“Multi-County Park” shall mean that multi-county industrial/business park established pursuant to a qualifying Multi-County Park Act agreement between the County and Pickens County, effective as of December, 16, 2014 (“MCIP Agreement”), and any amendments thereto, or any successor multi-county industrial/business park agreement thereto.

“Negotiated FILOT Payments” shall mean any fee in lieu of tax payments due pursuant to an agreement entered between the Sponsor and the County under the Act, including those under Section 4.1 hereof, with respect to that portion of the Project consisting of Economic Development Property.

“Phase” or “Phases” in respect of the Project shall mean the Real Property, Building and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the last day of the property tax year that is no later than the 29th year following the first property tax year in which an applicable piece of economic development property is placed in service.

“Project” shall mean the Real Property, Improvements, and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Qualifying Infrastructure Costs” shall mean the costs of the Infrastructure.

“Real Property” shall mean the land identified on Exhibit A, together with all and singular rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement, all improvements hereafter situated thereon, and all fixtures hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component hereunder regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, but only to the extent that such property may be included in the calculation of the FILOT pursuant to Section 4.1 hereof and Section 12-44-60 of the Code.

“Retroactive Tax Payment” shall mean the payment due if the Sponsor fails to meet the Act Minimum Investment Requirement in an amount equal to the difference between ad valorem property taxes on the Real Property, Improvements, and the Equipment subject to payments in lieu of taxes under this Fee Agreement computed as if this Fee Agreement had not been in effect for such retroactive period and FILOT Payments made under this Fee Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code

“Special Source Revenue Credit” or “SSRC” shall mean the special source revenue credit granted by the County pursuant to the Multi-County Park Act, including Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, and by Article VIII, Section 13 of the South Carolina Constitution, as further described in Section 4.2 hereof.

“Sponsor” shall mean Project Iron Man, a company duly qualified to transact business in the State, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations of the County.* The County hereby represents and warrants to the Sponsor as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(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 incorporated municipality or a charge against its 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) Based on representations by the Sponsor, the Project constitutes a “project” within the meaning of the Act.

(d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(e) This Agreement has been duly executed and delivered on behalf of the County.

(f) The County agrees to use commercially reasonable efforts (i) to cause the Real Property to be located within the Multi-County Park, and (ii) to ensure that the Project will continuously be included within the boundaries of the Multi-County Park or another multi-county park for a term to end on the earlier of (x) the date that the last FILOT Payment is made by Company or (y) December 31, 2061.

(g) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(h) The Multi-County Park is validly authorized and approved by the County and, to the best of the County’s knowledge, the Multi-County Park is validly authorized and approved by Pickens County, South Carolina. The MCIP Agreement has been authorized and executed by the County and by Pickens County, South Carolina, and the County has not challenged or terminated and has no knowledge of Pickens County having terminated or challenged the validity of the Multi-County Park.

Section 2.2. Representations of the Sponsor. The Sponsor hereby represents and warrants to the County as follows:

(a) The Sponsor is duly organized and in good standing under the laws of the State of Washington, is authorized to do business in the State of South Carolina, and has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

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

(c) The Sponsor intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Sponsor intends to develop, construct, install and operate, as applicable,

certain facilities on the Real Property to conduct its distribution and/or manufacturing facility, and any other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes regarding the Economic Development Property authorized by the Act has, together with other incentives offered, induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and intends to achieve its Investment Commitment and Job Commitment by the end of the Investment Period.

(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The Sponsor has retained legal counsel to confirm or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees, or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* Pursuant to the Act, the Sponsor and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act and therefore exempt from ad valorem taxation.

Section 3.2. *Diligent Completion.* The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction, and installation of the Project to be completed as soon as practicable.

Section 3.3. *Multi-County Park.* By December 31, 2023, the County will use its reasonable efforts to cause the Real Property to be placed in the Multi-County Park (if not already in the Multi-County Park) and to be maintained in the Multi-County Park or in some other multicounty industrial or business park within the meaning of the Multi-County Park Act for at least as long as the SSRC is to be provided to the Sponsor under this Fee Agreement.

Section 3.4. *Leased Property.* To the fullest 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.

ARTICLE IV PAYMENTS IN LIEU OF TAXES AND SPECIAL SOURCE REVENUE CREDIT

Section 4.1. *Negotiated FILOT Payments.* The Project is exempt from ad valorem taxation, but the Sponsor is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Project. Inasmuch as the Sponsor anticipates the Project will involve an initial investment of sufficient sums to qualify to enter a negotiated fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Sponsor have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsor shall make payments in lieu of *ad valorem* taxes on all the Equipment, Improvements and Real Property which collectively comprise the Project and are placed in service, as follows: the Sponsor shall make payments in lieu of *ad valorem* taxes with respect to each Phase of the Project placed in service, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes, less the SSRC. The amount of such equal annual payments in lieu of taxes shall be

determined by the following procedure (subject, in any event, to the required procedures under the Act):

Step 1: The fair market value of the Phase calculated as set forth in the Act, multiplied by,

Step 2: an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the 30 years thereafter,

Step 3: Use a fixed millage rate applicable on June 30, 2022, which the parties believe to be 217.9 mills, to determine the amount of the payments in lieu of taxes which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.

Step 4: Reduce the calculated amounts determined in the previous Steps by the SSRC as described in Section 4.2 herein. The SSRC shall be applied as a reduction of the amount due and will be shown on the bill sent by the County to the Sponsor.

The Sponsor shall be entitled to an Investment Period of 5 years under this Fee Agreement as provided in the Act.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsor with the benefits to be derived hereof, it being the intention of the County to offer the Sponsor an inducement in the amounts and duration contemplated by this Fee Agreement to locate the Project in the County. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Sponsor shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project were and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsor with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Sponsor to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Sponsor with respect to the Project pursuant to the terms hereof.

If the Sponsor fails to meet the Act Minimum Investment Requirement, then the Fee Agreement shall terminate, and the Sponsor shall owe the County the Retroactive Tax Payment. The repayment obligations arising under this Section survives termination of this Fee Agreement.

Section 4.2. Special Source Revenue Credit. The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a SSRC, in reimbursement of investment in Qualifying Infrastructure Costs to be applied to its FILOT Payments. As reimbursement for investment in Qualifying Infrastructure Costs and subject to the requirements of the Act, the County hereby agrees that Sponsor shall be entitled to receive, and the County shall provide, subject to Section 4.3, SSRC against each FILOT Payment due from Sponsor with respect to the Project for a period of seven consecutive tax years, commencing with the tax year for which the initial FILOT Payment is due with respect to the Project, in an annual amount equal to fifty (50%) percent of each such year's FILOT Payments for years one through five and in an amount equal to thirty-five (35%) percent of each such year's FILOT Payments for years six through seven. In no event may the Sponsor's aggregate SSRC claimed pursuant to this Section exceed the aggregate amount of Qualifying Infrastructure Costs.

To claim each SSRC, the Sponsor shall file with the County Administrator, the County Auditor, and the County Treasurer, no later than the date on which the FILOT Payment is due in each year in which the Sponsor is entitled to claim an SSRC, an Annual Special Source Revenue Credit Certification, the form of which is attached as Exhibit C (the "Certification"), showing the amount of aggregate investment in

qualifying infrastructure and the calculation of the SSRC. Failure to timely file the Certification shall not result in a forfeiture of the SSRC for such year, but the County will not deduct the SSRC from the FILOT bill until the Certification is submitted by the Company. The County is entitled to confirm the information (including the calculation) on the Certification prior to deducting the amount of the SSRC from the FILOT Payment due by the Sponsor on the FILOT bill. If the information contained on the Certification is correct, then the County shall deduct the SSRC amount from the FILOT bill. In no event is the County required to deduct any SSRC amount from the FILOT bill while any of the Sponsor's taxes or FILOT Payments have been invoiced by the County but remain outstanding, including for any taxes or FILOT Payments that may have been protested by the Sponsor.

Section 4.3. Failure to Satisfy Minimum Special Source Credit Requirements. If the Sponsor does not satisfy the Investment Commitment and Job Commitment by the end of the fifth year of the Investment Period, without extension, then the Sponsor shall not be entitled to receive any Special Source Credit and shall repay all Special Source Credits received by the Sponsor. If the Sponsor does not meet the Investment Commitment and Job Commitment by the end of the fifth year of the Investment Period, without extension, but satisfies at least 80% of the Investment Commitment or Job Commitment, then the Sponsor (i) shall repay the Repayment Amount, as calculated below, if any and (ii) if a Repayment Amount is due then the percentage of any future Special Source Credit shall be reduced by a percentage equal to the amount multiplied against the Aggregate SSRC previously received when calculating the Repayment Amount. The Repayment Amount is calculated as follows:

$$\text{Aggregate SSRC} * (1 - (\text{Actual Investment}) * 0.65) = \text{Investment Repayment Amount}$$

$$\text{Aggregate SSRC} * (1 - (\text{Actual Jobs}) * 0.35) = \text{Jobs Repayment Amount}$$

For example, if the Sponsor has claimed an aggregate of \$100,000 in Special Source Revenue Credits during the applicable credit period and meets 100% of the Jobs Commitment but does not meet the Investment Commitment by the end of the fifth year of the Investment Period, but instead only makes an investment of \$23,512,500, then the Sponsor would be required to repay to the County approximately \$6,125, calculated as follows:

$$\$23,512,500 / 28,500,000 = 0.825$$

$$(1 - (0.825)) = 0.175$$

$\$100,000 * 17.5\% * 65\% = \$11,375$ addition, the Special Source Credit for any remaining years would be reduced by 11.38%.

Any payment made under this Section 4.2, shall be due no more than 15 days after the date after which *ad valorem* taxes become delinquent and shall be treated as a FILOT Payment under this Fee Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25 of the Code, as allowed under the FILOT Act.

Section 4.4. Payments in Lieu of Taxes on Replacement Property. If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant, and subject to Section 12-44-60 of the Act, the Sponsor shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows (subject in all events to the applicable provisions of the Act):

(a) to the extent that the income tax basis of the Replacement Property ("**Replacement Value**") is less than or equal to the original income tax basis of the Removed Components ("**Original Value**") the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to the remainder of the term of this Fee Agreement; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (“**Excess Value**”), the payments in lieu of taxes to be made by the Sponsor with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property but subject to the provisions of Section 4.2 hereof.

Section 4.5. Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution of Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution of Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof.

Section 4.6. Place and Allocation of Payments in Lieu of Taxes. The Sponsor shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

Section 4.7. Removal of Equipment. The Sponsor shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (“**Removed Components**”) shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Sponsor, in their sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(b)(iii) hereof. To the extent that the SSRC is used as payment for personal property, including machinery and equipment, and the Removed Component is removed from the Project at any time during the life of the Negotiated FILOT Payment for said Removed Component, the amount of the Negotiated FILOT Payment on the Removed Component for the year in which the Removed Component was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any SSRCs were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property. Notwithstanding the foregoing, if the Removed Component is removed from the Project but is replaced with qualifying Replacement Property, then the Removed Component will not be considered to have been removed from the property.

Section 4.8. Damage or Destruction of Project.

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate all or part of this Fee Agreement. In the property tax year in which the damage or casualty occurs and continues, 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 such taxes under the same circumstances for the period in question. If there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this Agreement and the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may in its sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Sponsor. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Sponsor to the County under Sections 4.1 and 4.2 hereof.

(c) *Election to Remove.* In the event the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the

Project shall be treated as Removed Components.

Section 4.9. Condemnation.

(a) *Complete Taking.* If at any time during the term of this Fee Agreement title to or temporary use of the entire Project should become 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, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy and use of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement as of the time of vesting of title 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 Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this Fee Agreement; provided, however, that if the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.10. Merger of Sponsor with Related Party. The County agrees that, without again obtaining the approval of the County, the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor and the merged entity assumes all duties and liabilities of the Sponsor set forth in this Fee Agreement.

Section 4.11. 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, "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement (collectively, "Losses").

(b) Any Indemnified Party seeking to be indemnified hereunder shall promptly notify the Sponsor in writing of any claim that could reasonably be expected to result in Losses, specifying in reasonable detail the nature of such Losses. The Indemnified Party shall provide to the Sponsor as promptly as practicable thereafter all information and documentation reasonably requested by the Sponsor to verify the Losses asserted. Upon the Sponsor's receipt of any notice of a claim pursuant to this Section 2.05(b), the Sponsor may, by giving written notice to the Indemnified Party within 15 days following such notice, elect to assume the defense thereof, including the employment of counsel at the Sponsor's cost to carry out such defense; provided, that if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Sponsor reasonably determines that a conflict of interest exists between the County and the Sponsor, the County may, in its reasonable discretion, hire independent counsel to assume such defense, and the Sponsor shall be liable for the reasonable cost of such counsel. Whether or not the Sponsor chooses to defend such claim, all the parties hereto shall cooperate in the defense thereof and shall furnish such records, information and testimony and shall attend such conferences, discovery proceedings and trials as may be reasonably requested in connection therewith. The Sponsor shall not be entitled to settle any such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that the Sponsor does not elect to assume the defense of such claim pursuant to this Section 2.05(b), the Indemnified Party shall not settle any such claim without the prior written consent of the Sponsor, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Notwithstanding anything in this Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for Losses or any other amounts due under this Section 4.11: (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; (ii) to the extent that such Losses result from any Indemnified Party's negligence, bad faith, fraud, deceit, breach of this Agreement or willful misconduct; or (iii) to the extent such amount exceeds the amount of the savings actually realized by Sponsor under this Agreement.

(d) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section 4.11 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, to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(e) The indemnity specified in this Section 4.11 shall survive the termination of this Fee Agreement with respect to liability arising out of any event or act occurring prior to such termination.

(f) 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.

Section 4.12. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Sponsor utilizes confidential and proprietary "state-of-the-art" trade equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor's operations would result in substantial harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as confidential information ("**Confidential Information**"). Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County's police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such Confidential Information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information or conduct or review the results of any inspections.

Section 4.13. Records and Reports. The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to payments in lieu of taxes under the Act, including without limitation the reports required by Section 12-44-90 of the Act (collectively, "**Filings**").

Notwithstanding any other provision of this Section 4.13, the Sponsor may designate as Confidential Information any Filings delivered to the County segments thereof that the Sponsor believes contain proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor with respect to maintaining confidentiality of such designated segments.

Section 4.14. *Payment of Administrative Expenses.* The Sponsor will reimburse the County from time to time for its reasonable Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County including a general statement of the amount and nature of the Administrative Expense and requesting the payment of the same. The payment by the Sponsor of the County's Administrative Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice. The County does not anticipate the Sponsor's reimbursement of these expenses should exceed \$7,500 for negotiating, executing, and taking other associated actions related to this Agreement, provided however, this limit does not apply to Section 4.11 and Section 4.21 of this Fee Agreement.

Section 4.15. *Collection and Enforcement Rights of County.* The parties acknowledge that, as provided in Section 12-44-90 of the Code, the County's right to receive payments in lieu of taxes hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of *ad valorem* property taxes and, for purposes of this application, payments in lieu of taxes due hereunder shall be considered a property tax.

Section 4.16. *Assignment and Subletting.* This Fee Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act; provided, however, that the County hereby expressly consents 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 own and control, are owned and controlled by, or are under common ownership and control with, the Sponsor, provided, however, the Sponsor notifies the County within thirty days following such assignment; and provided further that in connection with any assignment or subleasing by the Sponsor in which the Sponsor requests the release of the Sponsor from this Fee Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent under the Act, and to the extent any required or further consent is requested, the County may do so by passage of a resolution.

Section 4.17. *Sponsor's Continuing Obligations After Termination by Sponsor.* In the event the Sponsor terminates this Fee Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.11, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding payments in lieu of taxes under Article IV or retroactive payments required under this Fee Agreement or the Act.

Section 4.18. *Events of Default.* The following shall be "*Events of Default*" under this Fee Agreement, and the term "*Events of Default*" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsor to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Sponsor to perform any of the other material terms, conditions, obligations or covenants of the Sponsor hereunder, which failure shall continue for a period of 90 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; or

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

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

(e) Failure by the County to perform any of the other material terms, conditions, obligations, or covenants of the County hereunder, which failure shall continue for a period of 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 4.19. Remedies on Default. Whenever any Event of Default with respect to the Sponsor shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor (which cure period shall not be applicable in the case of the Sponsor's failure to make any payments due under this Fee Agreement), may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement, or covenant of the Sponsor under this Fee Agreement.

Whenever any Event of Default with respect to the County shall have occurred and shall be continuing, the Sponsor, after having given written notice to the County of such default and after the expiration of a thirty (30) day cure period the Sponsor shall grant to the County, may take any one or more of the following remedial actions:

(a) bring an action for specific enforcement; or

(b) take such other action as is appropriate, including any other legal action, to recover its damages.

Section 4.20. Remedies Not Exclusive. No remedy conferred upon or reserved to the County or the Sponsor under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.21. Reimbursement of Legal Fees and Other Expenses. 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 reimbursement of the reasonable fees of such attorneys and other reasonable expenses so incurred, which shall not be subject to the limitation of Section 4.11.

ARTICLE V MISCELLANEOUS

Section 5.1. Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be 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 hereof require receipt rather than sending of any notice, in which case

such provision shall control:

AS TO THE COUNTY: Oconee County, South Carolina
Attn: County Administrator
415 South Pine Street
Walhalla, South Carolina 29691

WITH COPIES TO: (does not constitute notice)
David R. Root, Esq.
County Attorney
415 South Pine Street
Walhalla, South Carolina 29691

(does not constitute notice)
Michael E. Kozlarek
King Kozlarek Law LLC
Post Office Box 565
Greenville, South Carolina 29602

Oconee Economic Alliance
528 Bypass US-123, Suite G
Seneca, SC 29678
Attention: President

AS TO THE SPONSORS: Project Iron Man

WITH COPIES TO: (does not constitute notice)
[]

Section 5.2. Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Sponsor and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4. Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 5.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.6. Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered between the parties.

Section 5.7. Further Assurance. From time to time the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request to effectuate the purposes of

this Fee Agreement. To the extent County Council is required to take official action to effectuate the purposes of this Fee Agreement, County Council agrees to do so by resolution unless an ordinance is required by law.

Section 5.8. Severability.

(a) If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, it is the intent of the parties that the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed, including by reducing any applicable term thereof, so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived from this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

(b) 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, which is not in excess of the benefits contemplated by this Fee Agreement, 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.

(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 an infrastructure credit and/or a special source revenue credit pursuant to the Multi-County Park Act, including Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, and by Article VIII, Section 13 of the South Carolina Constitution, to the Sponsor to the maximum extent permitted by law, which is not in excess of the benefits contemplated by this Fee Agreement, to the extent not inconsistent with any of the explicit terms of this Fee Agreement, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 5.9. Limited Obligation. ANY MONETARY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10. Force Majeure. Except for payments in lieu of taxes under this Fee Agreement the due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, pandemics, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war, or national emergency, or acts of God.

Section 5.11 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 5.12. 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, to the extent required by the Act, 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 resolution of County Council; provided, however, that 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 own and control, are owned and controlled by, or are under common ownership and control with, the Sponsor, provided, however, the Sponsor notifies the County within thirty days following such designation; and (ii) any third party that the Sponsor may elect to involve in the construction or financing of the Project, provided, however, the Sponsor notifies the County within thirty days following such designation. 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 5.13. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates at the conclusion of the Fee Term.

(b) The Sponsor is authorized to terminate the provisions of Section 4.1 and/or 4.2 hereof with respect to the Negotiated FILOT Payments at any time with respect to all or part of the Project by providing the County with 30 days' notice.

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

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

(e) 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 5.14. State Law Considerations. The authorization, execution, and delivery of this Fee Agreement and any obligations of the County under this Fee Agreement are subject to any law that may relate to the FILOT Payments or SSRCS, or both, and State law generally. This Fee Agreement and any obligations of the County under this Fee Agreement are not intended to violate State law in any respect.

Section 5.15. 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.

[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]
[REMAINDER OF PAGE SUBSTANTIALLY BLANK]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by its Chairman of County Council and to be attested by the Clerk to 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.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

Project Iron Man

By: _____
Its: _____

[SIGNATURE PAGE TO FEE AGREEMENT]

EXHIBIT A
DESCRIPTION OF REAL PROPERTY

EXHIBIT B
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective July 18, 2023 (“*Fee Agreement*”), between Oconee County, South Carolina (“County”), and Project Iron Man (collectively, with any Sponsor Affiliate, “*Sponsor*”).

1. Joinder to Fee Agreement. [], a [state] [corporation/limited liability company/limited partnership] authorized to conduct business in the State, 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; (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; (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; (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; and (iii) agrees that electronic signatures, whether digital or encrypted, of the parties to this Joinder 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.

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. Request of Sponsor Affiliate. The Sponsor Affiliate hereby requests and consents to its addition, as “sponsor affiliate” to the Fee Agreement.

5. Request of Sponsor. The Sponsor hereby requests and consents to the addition of [] as “sponsor affiliate” to the Fee Agreement.

6. 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.

7. Notice. Notices under Section 10.1 of the Fee Agreement shall be sent to the Sponsor Affiliate at:

[]

[ONE SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

IN WITNESS WHEREOF, the Sponsor requests and consents to the County's consenting to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth below.

Date: _____

Project Iron Man

By: _____

Its: _____

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

[NAME OF SPONSOR AFFILIATE]

By: _____

Its: _____

IN WITNESS WHEREOF, at the Sponsor's and the Sponsor Affiliate's request, 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.

OCONEE COUNTY, SOUTH CAROLINA

By: _____

[Name], Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____

[Name], Clerk to Council
Oconee County Council

EXHIBIT C
FORM OF ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATE
ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATE

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective July 18, 2023 (“*Fee Agreement*”), between Oconee County, South Carolina (“County”), and Project Iron Man (collectively, with any Sponsor Affiliate, “*Sponsor*”). Each capitalized term used in this Certificate, but not defined in this Certificate has the meaning ascribed to that term in the Fee Agreement.

According to Section 4.2 of the Fee Agreement, the undersigned authorized officer of the Sponsor certifies to the County as follows:

1. The Sponsor is entitled to claim a Special Source Revenue Credit (“SSRC”) against each FILOT Payment, on or before the date after which *ad valorem* taxes become delinquent in which a FILOT Payment is due with respect to the Project up to 50% of each of the first five FILOT Payments and 35% for up to each of the sixth and seventh FILOT Payments.

2. The invoice for the annual FILOT Payment for tax year 20_____, provided by the County Auditor, specifies the FILOT Payment due, with respect to the Project, on January _____, 20____, to be:

\$ _____

3. The Sponsor expended, in aggregate, \$ _____ in Qualifying Infrastructure Costs in the Project.

4. The Sponsor is entitled to an SSRC for this tax year, calculated as follows:

FILOT Payment x [50%/35%] = \$ _____

5. The total amount that the Sponsor is entitled to deduct and that the County will deduct from the FILOT Payment, is: \$ _____.

6. The SSRC specified in this Certificate for the current property tax year, together with the amount of all SSRCs previously claimed pursuant to the Fee Agreement, do not, in the aggregate, exceed the total cost of all infrastructure improvements funded by the Sponsor for which an SSRC is permitted under the Act.

IN WITNESS WHEREOF, I have executed this Certificate as of _____.

Project Iron Man

Signature: _____

Name: _____

Title: _____

4. **Remaining Terms.** Except as amended in Section 3 above, the remainder of the Agreement remains unchanged and in full force and effect.

5. **Entire Understanding.** The Agreement, as amended by this Amendment, expresses the entire understanding and all agreements of the Parties pertaining to the matters set forth in the Agreement and this Amendment.

6. **Multiple Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

[ONE SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below found, to be effective as of the Effective Date.

PICKENS COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chris Bowers, Chairman of County Council
Pickens County Council

ATTEST:

By: _____
Meagan Nations, Clerk to County Council
Pickens County Council

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

OCONEE COUNTY, SOUTH CAROLINA

ORDINANCE NO. 2023-13

#

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$25,000,000 FOR THE PURPOSE OF DESIGNING, ACQUIRING, CONSTRUCTING, INSTALLING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS, INCLUDING WASTEWATER IMPROVEMENTS AND RELATED EQUIPMENT; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS.

ADOPTED: SEPTEMBER 5, 2023

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AN ORDINANCE

AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$25,000,000 FOR THE PURPOSE OF DESIGNING, ACQUIRING, CONSTRUCTING, INSTALLING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS, INCLUDING WASTEWATER IMPROVEMENTS AND RELATED EQUIPMENT; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS.

THE OCONEE COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:

SECTION 1. Findings. The County Council (“Council”) of the Oconee County, South Carolina (“County”), finds and determines:

(a) Article X, Sections 12 and 14 of the Constitution of the State of South Carolina, 1895, as amended (“Constitution”), provides that each county may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county (“Bonded Debt Limit”).

(b) Pursuant to Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended (“County Bond Act”), the county council of any county of the State may issue general obligation bonds for any corporate purpose of such county for any amount not exceeding the Available Debt Limit (as defined below).

(c) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and result favorably thereto. Chapter 27, Title 11, Code of Laws of South Carolina, 1976, as amended, provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(d) The County has determined to design, acquire, construct, install, and equip, various capital projects, as more fully described in Section 20 (collectively, “Projects”);

(e) The assessed valuation of all property in the County as of June 30, 2022, for purposes of computation of the Bonded Debt Limit, is not less than \$644,580,960. Eight percent of this assessed valuation is 51,566,477 (“County Bonded Debt Limit”). As of the date of this Ordinance, the County has outstanding no more than \$8,587,000 of general obligation indebtedness subject to the County Bonded Debt Limit. As of the adoption of this Ordinance, the difference between the County Bonded Debt Limit and the principal amount of the outstanding general obligation indebtedness subject to the County Bonded Debt Limit (“Available Debt Limit”) is the amount of general obligation indebtedness which the County may incur without a referendum, which is no less than: \$42,979,477.

(f) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more general obligation bonds of the County, pursuant to the provisions of the Constitution and laws of the State of South Carolina, in aggregate \$25,000,000, without regard to premium, if any, for the purpose of: (i) funding all or a portion of the Projects, and (ii) paying the costs of issuance related to the Bonds (defined below).

SECTION 2. *Authorization and Details of Bonds and the Projects.* Pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, the County is authorized to issue an amount not to exceed the aggregate of \$25,000,000, without regard to premium, if any, in general obligation bonds of the County to be designated “Oconee County, South Carolina General Obligation Bonds” (“Bonds”) for the purposes set forth in Section 1(d). The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully registered bond; dated the date of their delivery or such other date as may be selected by the County Administrator; may be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of the Bonds maturing in each year, or in such other denomination as the County Administrator may determine; shall be numbered from R-1 upward; shall bear interest, if any, from their date as may be determined by the County Administrator; and shall mature as determined by the County Administrator.

SECTION 3. *Delegation of Certain Details of the Bonds to the County Administrator.* The Council expressly delegates to the County Administrator determinations regarding the Bonds as are necessary or appropriate, including the form of the Bonds (or BANs) and whether to issue bonds as provided by any state or federal economic recovery or “stimulus” laws. The County Administrator is further directed to consult with the County’s bond counsel in making any such decisions.

SECTION 4. *Registrar/Paying Agent.* Both the principal installments of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. The County Treasurer’s Office or a qualified financial institution shall serve as the Registrar/Paying Agent for the Bonds (“Registrar/Paying Agent”) and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

SECTION 5. *Registration and Transfer.* The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

The Bonds shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of the Bonds, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee new fully registered Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bonds. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name the fully registered Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on

such Bonds and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute, and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

SECTION 6. *Record Date.* The County establishes a record date (“Record Date”) for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

SECTION 7. *Lost, Stolen, Destroyed or Defaced Bonds.* In case the Bonds shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new Bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar/Paying Agent. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen, or destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant, therefore.

SECTION 8. *Book-Entry Only System.*

(a) Notwithstanding anything to the contrary herein, so long as the Bond is being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bond will be affected pursuant to rules and procedures established by such securities depository. The County may elect the initial securities depository for the Bond to be The Depository Trust Company (“DTC”), New York, New York. DTC and any successor securities depositories are hereinafter referred to as the “Securities Depository.” The Bond shall be registered in the name of Cede & Co., as the initial Securities Depository nominee for the Bond. Cede & Co. and successor Securities Depository nominees are hereinafter referred to as the “Securities Depository Nominee.”

(b) As long as a book-entry system is in effect for the Bond, the Securities Depository Nominee will be recognized as the holder of the Bond for the purposes of (i) paying the principal, interest and premium, if any, on such Bond, (ii) if the Bond is to be redeemed in part, selecting the portions of such Bond to be redeemed, (iii) giving any notice permitted or required to be given to bondholders under this ordinance, (iv) registering the transfer of the Bond, and (v) requesting any consent or other action to be taken by the holder of such Bond, and for all other purposes whatsoever, and the County shall not be affected by any notice to

the contrary.

(c) The County shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in the Bond which is registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the Bond.

(d) The County shall pay all principal, interest and premium, if any, on the Bond issued under a book-entry system, only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bond, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on such Bond.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bond, or that the interests of the beneficial owners of the Bond may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the County shall appoint a Registrar/Paying Agent which shall authenticate, register, and deliver physical certificates for the Bond in exchange for the Bond registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bond discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with a Registrar/Paying Agent for the delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holder of the Bond by the County or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holder of the Bond, the County or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

SECTION 9. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the County Council Chairman and attested by the manual or facsimile signature of the Clerk to County Council under a facsimile of the seal of the County which shall be impressed, imprinted, or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication manually executed by the Registrar/Paying Agent in substantially the form set forth herein.

SECTION 10. Form of Bonds. The Bonds shall be in the form as determined by the County Administrator under Section 3.

SECTION 11. Security for Bonds. The full faith, credit and taxing power of the County are irrevocably pledged for the payment of the principal and interest of the Bonds as they mature and to create a sinking fund to aid in the retirement and payment thereof. There shall be levied and collected annually upon all taxable property in the County in the County an ad valorem tax, without limitation as to rate or amount, sufficient for such purposes.

SECTION 12. Exemption from State Taxation. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all State, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise

fees or taxes.

SECTION 13. *Sale of Bond, Form of Notice of Sale.* The Bonds may be sold at a public or private sale, as authorized by Section 11-27-40(4) of the Code of Laws of South Carolina, 1976, as amended, as the County Administrator may determine, using a Notice of Sale or other similar Notice, as the County Administrator may determine.

SECTION 14. *Deposit and Application of Proceeds.* It is expected that proceeds of the Bonds will be fully drawn at Closing. The proceeds of the Bonds or of BANs (authorized under Section 16 of this Ordinance), when drawn, will be deposited in a bond account fund for the County and shall be expended and made use of as follows:

(a) any accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds or BANs; and

(b) the remaining proceeds shall be expended and made use of to defray the cost of issuing the Bonds or BANs, to defray the costs of the Project. Pending the use of such proceeds, the same shall be invested and reinvested in such investments as are permitted under State law. Earnings on such investments shall be applied either to defray Project costs or, if not so required, to pay principal on the Bonds.

SECTION 15. *Defeasance.*

(a) If a series of bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such series of bonds. A series of bonds shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If the Registrar/Paying Agent (or, if the County is the Registrar/Paying Agent, a bank or other institution serving in a fiduciary capacity) (“Escrow Agent”) shall hold, at the stated maturities of the bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such series of bonds or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due and to become due on such series of bonds and prior to the maturity date or dates of such series of bonds, or, if the County shall elect to redeem such series of bonds prior to their stated maturities, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the form of the bonds, on and prior to the redemption date or dates of such series of bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited

with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such series of bonds on the maturity thereof.

(b) In addition to the above requirements of paragraph (a), in order for this Ordinance to be discharged with respect to a series of bonds, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a series of bonds, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such series of bonds, to pay to the owners of such series of bonds the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 15(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 15 has been made with the Escrow Agent, (ii) the bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, the bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

SECTION 16. Authority to Issue Bond Anticipation Notes. If the County Administrator should determine that issuance of BANs pursuant to Chapter 17 of Title 11 of the Code (“BAN Act”) rather than the Bonds would be in the best interest of the County, the County Administrator is further requested and authorized to effect the issuance of one or more series of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof, the County Administrator should determine that further issuance of BANs rather than the Bonds would be in the best interest of the County, the County Administrator is requested to continue the issuance of BANs until the County Administrator determines to issue the Bonds on the basis as aforesaid, and the Bond is issued.

SECTION 17. Details of Bond Anticipation Notes. Subject to changes in terms required for any

particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity thereof, at the rate negotiated by the County Administrator and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the County Administrator.

(b) The BANs shall be numbered from one upwards for each issue and shall be in the denomination of \$5,000 or any integral multiple thereof requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of a bank designated by the County or, at the option of the County, by the purchaser thereof.

The BANs also may be issued as one or more fully registered "draw-down" style instruments in an aggregate face amount not exceeding the maximum amount permitted hereunder, to a lending institution under terms which permit the balance due under such note or notes to vary according to the actual cash needs of the County, as shall be determined by the County Administrator. In such event, the County may draw upon such note or notes as it needs funds so long as the maximum outstanding balance due under such note or notes does not exceed the aggregate face amount thereof.

(c) The County Administrator is authorized to negotiate or to arrange for a sale of the BANs and to determine the rate of interest to be borne thereby.

(d) The BANs shall be in the form as determined by the County Administrator under Section 3.

(e) The BANs shall be issued in fully registered or bearer certificated form or a book-entry-only form as specified by the County, or at the option of the County, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new BAN of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County evidence of such loss, theft or destruction satisfactory to the County, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a duplicate BAN, the County may pay the same without surrender thereof. The County may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully registered form shall be transferable only upon the books of registry of the County, which shall be kept for that purpose at the office of the County as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the County shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new BAN or BANs of the same aggregate principal amount as the unpaid principal amount of the surrendered BAN. Any holder of a BAN in fully registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any BAN in fully registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully registered form shall be made only to or upon the order of the registered holder thereof, or his duly

authorized attorney, and the County shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the County (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer satisfactory to the County, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the County may make as provided in paragraph (i), be exchanged for a principal amount of BANs in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully registered form is exercised, the County shall execute and deliver BANs in accordance with the provisions of such Ordinance. All BANs in fully registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the County. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully registered form except that the County may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

SECTION 18. *Security for Bond Anticipation Notes.* For the payment of the principal of and interest on the BANs as the same shall fall due, so much of the principal proceeds of the Bond when issued shall and is directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and agrees to effect the issuance of sufficient BANs or bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

SECTION 19. *Tax and Securities Laws Covenants.*

(a) The County covenants that no use of the proceeds of the sale of the Bond or BANs authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bond or BANs would have caused the Bond or BANs to be “arbitrage bonds,” as defined in the Code, and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code so long as the Bond or BANs are outstanding.

(b) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(c) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

SECTION 20. *Projects.* The County intends to design, acquire, construct, install, and equip, various capital projects, including wastewater improvements and related equipment, and other related personal property, provided, however, the County may amend the project description by subsequent resolution of the Council, provided the par amount, without regard to premium, if any, of the Bonds does not exceed \$25,000,000.

SECTION 21. *Authorization for County Officials to Execute Documents.* The Council authorizes the County Council Chairman, Clerk to County Council, the County Administrator, and other County Officials to execute and consent to such documents and instruments, including, *e.g.*, purchase-sale agreements, option contracts, lease-purchase agreements, or other similar agreements, as may be necessary to effect the intent of this Ordinance, the issuance of the Bonds, and any documents related to the transfer to, or acquisition from (or both), the Projects.

SECTION 22. *Amendments.* The County Council, at any time and from time to time may enact amending or supplementing ordinances without the consent or concurrence of any registered owner of any Bond so long as the amendment or supplement does not materially and negatively impact any right of any holder of a Bond outstanding at the time of the enactment of the amendment or supplement.

SECTION 23. *Publication of Notice of Adoption of Ordinance.* Pursuant to the provisions of Section 11-27-40 of the Code, the County Administrator, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

SECTION 24. *Retention of Bond Counsel and Other Suppliers.* The Council authorizes the County Administrator to retain the law firm of King Kozlarek Law LLC, as its bond counsel in connection with the issuance of the Bonds.

The Council further authorizes the County Administrator to enter such contractual arrangements with printers and the suppliers of other goods and services necessary to the sale, execution, and delivery of the Bond as is necessary and desirable. To the extent feasible, such arrangements shall be made with persons of sound reputation after obtaining two or more bids for such services; however, the County Administrator is authorized to make such arrangements without obtaining bids or quotes where (i) the services to be provided are unique or (ii) it is impractical to obtain bids in order to comply with any time requirements with respect to the issuance and sale of the Bond or (iii) the County has had previous experience with a supplier who has performed reliably and satisfactorily.

SECTION 25. *General Repealer.* All ordinances, rules, regulations, resolutions, and parts thereof, procedural, or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bond are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

[SIGNATURE PAGE FOLLOWS]
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OCONEE COUNTY, SOUTH CAROLINA

Chairman, County Council
Oconee County, South Carolina

(SEAL)
ATTEST:

Clerk to County Council
Oconee County, South Carolina

First Reading: July 18, 2023
Second Reading: August 15, 2023
Public Hearings: July 18, 2023, September 5, 2023
Third Reading: September 5, 2023

**SOUTH CAROLINA COORDINATING COUNCIL
FOR ECONOMIC DEVELOPMENT
1201 Main Street, Suite 1600
Columbia, South Carolina 29201**

**GRANT AWARD AGREEMENT
GRANT # C-22-3751**

In accordance with the provisions of Section 12-28-2910 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), the South Carolina Coordinating Council for Economic Development, hereinafter called the Council, does commit and grant to Oconee County, hereinafter called the Grantee, the sum in dollars set forth in Section 3 below for the Project identified in Section 2 below. The acceptance of the Agreement creates a contract between the Council and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the Application and this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Application means the grant application forms submitted by the Grantee to the Council.
- (c) Company means the economic development corporate entity that is identified in the Application.
- (d) Contractor means a private contractor who undertakes all or part of the Grant Project.
- (e) Council means the South Carolina Coordinating Council for Economic Development (CCED).
- (f) Grant means the dollars committed by the Council to the Grantee for the Project.
- (g) Grant Project means the portion of the Project that is within the scope of work as described in Section 2.0 hereof and approved by the Council to be reimbursed with Grant funds.
- (h) Grantee means the unit of government designated for the Grant and set forth above.
- (i) Project means the project identified and described in the Application.
- (j) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: Funds will be used for road and building improvements to assist Akasol Inc. (Project EVPack-Oconee). The Grant Project has been approved by the Council and is included by reference as Economic Development Closing Fund Grant #C-22-3751 - Site Preparation and Building Improvements.

Section 3: AWARD AMOUNT: The Council hereby commits an amount not to exceed \$1,000,000.00, to be used only for the Grant Project and related costs, as described in the Application. Eligible costs that can be paid from the Grant shall include only those costs within the scope of work approved by the Council.

3.1: Approval of Third Party Contracts: The Grantee must submit all agreements with a Contractor engaged to perform work within the scope of the Grant Project to the Council when it submits a reimbursement request relating to a payment to that Contractor.

3.2: Notice to Proceed: The Grantee must obtain from the Council written notice to proceed prior to incurring costs against the Grant. If the Grantee or the Company needs to incur expenses prior to the Council's notification to proceed, the Grantee must submit a written request to the Council and obtain prior written approval from the Council. Otherwise, any expenditure made prior to the date of the written notice to proceed is made by the Grantee or the Company at its own risk and expense and is not eligible for payment with Grant funds.

3.3: Engineering Costs: Reimbursement of engineering costs will be capped at 10% of the total grant award amount. Requests that exceed 10% must have substantial justification and require prior approval by the Council to be reimbursable.

3.4. Administrative Fees: The Grantee may not charge an administration fee in connection with the Grant.

Section 4: AMENDMENTS: Any changes in the scope of work of the Grant Project, including change orders or cost increases, must be submitted in writing by the Grantee to the Council as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the Council shall be appended to this Agreement as an amendment.

Section 5: PERFORMANCE: By acceptance of this Grant, the Grantee warrants that it will complete or cause to be completed the Grant Project as described in the approved Application, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Grant Project, the Council shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed.

Section 6: FUNDING UNDERRUNS: The Grantee agrees that it will return surplus Grant funds that result from Grant Project cost underruns.

Section 7: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Grant Project, and submit a copy of the audit report to the Council. The Grantee agrees that it will reimburse the Council for unauthorized and unwarranted expenditures disclosed in

the audit, if so directed by the Council. Upon request of the Council, the Grantee shall make available, and cause the Company to make available, for audit and inspection by the Council and its representatives all the books, records, files and other documents relating to any matters pertaining to the Grant Project, the Application or this Agreement. The Grantee shall have prepared an audit of Grant funds received under this Agreement that adheres to the following audit requirements, whichever is applicable:

- (a) Generally accepted auditing standards established by the American Institute of Certified Public Accountants, (AICPA);
- (b) The General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (Yellow Book);

Section 8: CONTRACTOR SELECTION:

- (a) In the event that the Grantee will be engaging a Contractor to undertake all or any part of the scope of work of the Grant Project, then the selection of that Contractor by the Grantee must follow the applicable procurement laws, regulations and guidelines of the county. The use of the grant funds is not subject to the requirements of the State Procurement Code or the regulations promulgated thereunder. If the Grantee fails to adhere to procurement requirements as set forth herein, the Council may call for repayment by the Grantee for Grant funds that were expended in a disallowable manner.

A Contractor must represent that it has, or will secure at its own expense, all personnel required in the performance of the services covered by this Agreement. Such personnel shall not be employees of, or have any contractual relationship with the Council or the Grantee.

All of the services required to complete the Project will be performed by the Grantee and/or a Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

The Grantee and/or a Contractor shall be liable for and pay all taxes required by local, state, or federal governments, which may include, but not be limited to, social security, worker's compensation, and employment security as required by law. No employee benefits of any kind shall be paid by the Council to or for the benefit of the Grantee and/or a Contractor or his employee or agents by reason of this Agreement.

- (b) In the event that the Company will be engaging a Contractor to undertake all or any part of the scope of work of the Grant Project, the Grantee warrants that it will ensure that the selection of the Contractor complies with the requirements set forth in Exhibit A attached hereto.

Section 9: CONFIDENTIAL INFORMATION: Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement shall remain confidential and exempt from disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Section 30-4-40(a), If information

given to or prepared or assembled by the Grantee under this Agreement is or may be required to be disclosed, Grantee agrees to consult with the Council prior to such required disclosure to protect any and all confidential proprietary interests of third party companies.

Section 10: DISCRIMINATION: The Grantee shall not, and in the event it engages Contractors it shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 11: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS: No elected or appointed State or federal official shall be admitted to any share or part of the Grant funds, this Agreement or to any benefit to arise from the same.

Section 12: INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES OF THE GRANTEE, MEMBERS OF LOCAL GOVERNING BODY OR OTHER PUBLIC OFFICIALS: No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Grant Project or this Agreement. If the Grantee engages any Contractors for the Grant Project, the Grantee shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Grant Project and this Agreement this provision prohibiting such interest.

Section 13: PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION: The assistance and Grant funds provided under this Agreement shall not be used for the payment of any bonus or commission for the purpose of obtaining the Council's approval of the Application, or the Council's approval of any applications for additional assistance or Grant funds, or any other approval or concurrence of the Council required under this Agreement. However, the payment from Grant funds of reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Grant Project costs.

Section 14: MAINTENANCE OF AND ACCESS TO RECORDS: The Grantee shall retain records for property purchased totally or partially with Grant funds and records relating to procurement matters for a period of three years after the final disposition of the Grant. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the Council of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved. Upon request, the Grantee must make these records available to the Grantee's auditor, the Council, and its representatives.

Section 15: MBE OBLIGATION: The Grantee agrees to use its best efforts to ensure that minority business enterprises, as identified in Article 21, Sections 11-35-5210 through 11-35-5270 of the Code have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Grant funds provided under this Agreement. In this regard, the Grantee and any Contractors shall

take all necessary and reasonable steps to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts

Section 16: PROJECT COMPLETION: The Grantee must complete, or cause to be completed, the Grant Project within 18 months of the Date of Award of this Grant. Completion is defined as the final documentation by the Grantee to the Council of Grant funds expended and issuance by the Council of a notification in writing of the closure of the Grant. The Council may grant extensions to this completion period requirement at its discretion.

Section 17: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the Council may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 18: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State, without regard to conflicts of laws principles. The federal and state courts within the State shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 19: APPROPRIATIONS: Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are payable by appropriations from the State. In the event sufficient appropriations, grants, and monies are not made available to the Council to pay the compensation and expenses hereunder for any fiscal year, this Agreement shall terminate without further obligation of the Council. In such event, the Council shall certify to the Grantee the fact that sufficient funds have not been made available to the Council to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.

Section 20: COPYRIGHT: No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Council shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Grant.

Section 21: TERMS AND CONDITIONS: The Council reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the Council and any other agency of the State.

Section 22: REPORTING REQUIREMENTS: The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. Progress reports will be due on the first day of the month beginning with the first full month after commencement of the Project. Failure to submit progress reports will be subject to sanctions identified in Section 17 herein. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the Council.

Section 23: PROJECT START-UP: The Project must begin within three months of the Date of Award of the Grant. If the Grantee or the Company does not begin the

Project within three months of the Date of Award of the Grant, the Council reserves the right to rescind the Grant, require the repayment of any Grant funds provided to Grantee and terminate this Agreement. For purposes of this section, the Grantee or the Company shall have begun the Project once it has incurred material obligations in connection with the Project satisfactory to the Council to indicate that the Project will be timely completed.

Section 24: LIABILITY: The Grantee understands that Council accepts no liability for the Project nor any responsibility other than its agreement to provide the Grantee the Grant funds for the Grant Project in the amount shown in Section 3, insofar as such funds are expended in accordance with the terms and conditions of this Agreement. During the term of the Grant, the Grantee shall maintain tort liability insurance or shall have a self-funded and excess liability program with coverage amounts sufficient to meet the limits set forth under the SC Torts Claims Act in Section 15-78-120, as may be amended.

Section 25: PAYMENT: The Grantee must submit to the Council a certified request for payment for work that is documented by the Grantee. The Council, upon its approval of the request for payment, shall forward such requests to the Finance Department of the South Carolina Department of Commerce. Payments are issued from the Comptroller General's office. Payment requests should be submitted to the Council no more than once a month.

The Grantee will certify, to the best of its knowledge, information and belief, that the work on the Project for which reimbursement is requested has been completed in accordance with the terms and conditions of this Agreement, and that the payment request is due and payable from Grant funds.

All requests for payment must be certified as valid expenditures by an official representative of the Grantee. Invoices and canceled checks supporting the Grantee's request for reimbursement from Grant funds must be kept on file and be available for inspection at any time.

Section 26: RESPONSIBILITY FOR MAINTENANCE: Maintenance of new roads and other improvements to the Grantee's or Company's right of way and/or property is the sole responsibility of the Grantee. Neither the Council nor the State shall have any responsibility whatsoever to maintain such roads and other improvements relating to the Project. The Grantee may assign this responsibility to any agreeable party.

Section 27: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

[Signatures on following page]

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement which have been signed in the space provided below. The agreement must have original signatures and must be returned within fifteen days from the Date.

Date of Award

Alan D. Young
Executive Director
Coordinating Council for Economic Development

ACCEPTANCE FOR THE GRANTEE

Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

Date

Printed Name and Title of Authorized Official

ATTEST:

Signature of Elected City or County Council
Member, as appropriate

Signature of Elected City or County Council
Member, as appropriate

Exhibit A

Bidding Process to be used for Costs to be reimbursed with Grant Funds

1. Use full and open competition to the maximum extent practicable.
2. Permit acquisitions without competition only when the purchasing agent determines in writing, after conducting a good faith review of available sources, that there is only one source for the required timely supply, service, or construction item. A copy of such written determination must be included with any request to disbursement of grant funds to reimburse for the costs of such supply, service or construction item. In addition, the company must maintain a copy of such written determination as set forth in Section 12 of the Agreement.
3. Restrict competition only when necessary to satisfy a reasonable public requirement.
4. Provide clear, adequate, and sufficiently definite information about project needs to allow bidders to enter the acquisition on an equal basis.
5. Use reasonable methods to publicize bidding requirements and timely provide solicitation documents (including amendments, clarifications and changes in requirements).
6. State in solicitations the bases to be used for evaluating bids and proposals and for making the award.
7. Evaluate bids and proposals and make the award based solely on the criteria in the solicitation.
8. Grant maximum public access to procurement information subject to the Company's needs to protect its trade secrets, proprietary or confidential source selection information, and personal privacy rights.
9. Ensure that all parties involved in the bidding process participate fairly, honestly, and in good faith.
10. Recognize that adherence to these bidding process requirements is essential to maintenance of the integrity of the project.

PERFORMANCE AGREEMENT
(Economic Development Closing Fund Assistance)
C-22-3751

This **Performance Agreement** (“Agreement”) is made to be effective June 1, 2023 (the “Effective Date”), by and among Oconee County, a political subdivision of the State of South Carolina and hereinafter referred to as the “Grantee,” Akasol Inc., hereinafter referred to as the “Company,” and the South Carolina Coordinating Council for Economic Development, hereinafter referred to as the “Council.”

W I T N E S E T H

That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above parties do hereby agree as follows:

- 1.0 **Agreement.** The parties recognize that this Agreement is based on an Economic Development Closing Fund (CL) grant award being awarded or made by the Council to the Grantee in an amount not to exceed One Million and No/100 Dollars (\$1,000,000) for the purpose identified in Section 2.0 herein (the “Grant”).

- 2.0 **Use of Proceeds.** The Grantee will use \$200,000 of the Grant funds to assist with the cost of a new traffic signal and the remaining Grant funds will be used to assist the Company with the costs of building improvements, hereinafter referred to as the “Assistance.” Any changes in the scope of work, including change orders or cost increases, must be submitted in writing by the Grantee to the Council as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the Council shall be appended to this Agreement as an amendment.
 - 2.1 **Disbursement of Funds.** The Company must also obtain approval of expenditures, through submission of invoices and proof of payment to the Grantee.
 - 2.2 **Third Party Contracts.** The Company must submit to the Council all agreements with third party contractors engaged to perform work to be funded in whole or in part by Grant funds.
 - 2.3 **Notice to Proceed.** The Company obtained a conditional notice to proceed from the Council by letter dated February 16, 2023. Any expenditure made prior to the date of the written notice to proceed is not eligible for payment with Grant funds.
 - 2.4 **Engineering Costs.** Reimbursement of engineering costs with Grant funds will be capped at 10% of the total Grant award amount. Requests for reimbursement of engineering costs that exceed 10% of the total Grant award amount must have substantial justification and require prior approval by the Council to be reimbursable.

- 2.5 **Compliance with CL Requirements.** The Grantee and the Company must comply with all applicable statutory, policy and regulatory guidelines of the state government and the Council governing the use of CL funds.
- 2.6 **Funding Overruns.** The Company agrees that it will commit and provide monies from its own resources for cost overruns that are required to complete the Project. This Agreement creates no obligation on the part of the Grantee, the Council or the State of South Carolina to provide funds for the cost overruns.
- 2.7 **Use of Grant Funds.** The Company must complete the portion of the Project to be funded in whole or in part with Grant funds within eighteen (18) months of the Effective Date. Completion is defined as the final documentation by the Grantee to the Council of Grant funds expended and the issuance by the Council of a notification in writing of the closure of the Grant. The Council may grant extensions to this completion period requirement at its discretion.
- 3.0 **Project Description.** The Company will make building improvements in order to equip its existing facility with the necessary capabilities to manufacture high-voltage battery modules and packs for electric vehicles located in Oconee County, hereinafter referred to as the “Project.”
- 4.0 **Project Start-Up.** The Project must begin within three months of the Effective Date. If the Company does not begin the Project within three months of the Effective Date, the Council reserves the right to rescind the Grant, require the repayment of any Grant funds expended hereunder and terminate this Agreement. For purposes of this section, the Company shall have begun the Project once it has incurred material obligations in connection with the Project satisfactory to the Council to indicate that the Project will be timely completed.
- 5.0 **Contractor Selection.** If the Company desires to select a private contractor to undertake all or any part of the scope of work of any portion of the Project to be funded by the Grant, then the selection of that contractor by the Company must follow at a minimum the bidding requirements set forth in Exhibit A attached hereto. The use of the Grant funds is not subject to the requirements of the State Procurement Code or the regulations promulgated thereunder. Any county or municipal procurement laws, rules or regulations may apply depending on the terms of such local requirements.
- 6.0 **Minimum Investment Requirement.** The Company agrees to make and maintain a capital investment of not less than \$42,700,000 (without regard to depreciation or other diminution of value) at the Project for land, building acquisition, building construction, and machinery and equipment, within a period beginning on February 16, 2023 and ending on June 1, 2028 (the “Grant Period”). Such capital investment requirement shall hereinafter be referred to as the “Investment Requirement.”
- 7.0 **Minimum Job Requirement.** The Company agrees to create and maintain no fewer than 122 new, full-time jobs at the Project within the Grant Period. Such job creation requirement shall hereinafter be referred to as the “Job Requirement.”

- 8.0 **Maintenance Period; Term.** Once the Company has satisfied both the Job Requirement and the Investment Requirement within the Grant Period, the Company shall be required to maintain the Job Requirement and the Investment Requirement at the Project for a period beginning on the first date following the expiration of the Grant Period and ending on the fifth anniversary thereof (the “Maintenance Period”).
- 9.0 **Access to Project Site and Records.** The Company agrees to provide the Grantee and the Council reasonable access to its facilities (i) to confirm that the work for which invoices have been submitted and reimbursed, or is scheduled to be reimbursed, through Grant funds has been completed and (ii) to substantiate that the job creation and investment requirements set forth in this Agreement have been satisfied. This covenant shall continue until notified in writing by the Council that the Job Requirement and the Investment Requirement have each been met, the Grant Period and the Maintenance Period have each expired, and Grant funds have been expended and documented, or until repayment of the Assistance, if required, occurs in accordance with this Agreement.
- 10.0 **Reporting.** The Company will be required to report to the Council annually as set forth below.
- 10.1 During the Grant Period, within thirty (30) days after December 31 of each year, the Company shall provide the Council a written report, signed by an authorized representative of the Company and in the form of Exhibit B, as such form may be updated annually by the Council, to provide (i) the total number of new jobs filled and maintained by the Company at the Project as of such date; and (ii) the total investment of the Company at the Project as of such date.
- 10.2 During the Maintenance Period, within thirty (30) days after December 31 of each year, the Company shall provide the Council a written report, signed by an authorized representative of the Company and in the form of Exhibit C, as such form may be updated annually by the Council, to provide (i) the monthly average of new jobs filled and maintained by the Company at the Project as during such year; and (ii) the monthly average of total investment of the Company at the Project during such year. Each such annual report must be accompanied by supporting documentation as set forth in Section 11.0.
- 11.0 **Compliance.** Within thirty (30) days after the end of the Grant Period or the end of each year of the Maintenance Period, the Company shall provide (i) payroll records and property tax returns or invoices and evidence of payment to support its employment and investment levels achieved and maintained and (ii) the average wage rate for the jobs included in the Job Requirement. The Council will review such documentation to determine whether the Job Requirement and Investment Requirement have been satisfied. The Council will notify the Company in writing of its compliance or non-compliance with this Agreement. Upon written notification from the Council that both the Job Requirement and the Investment Requirement have been fulfilled and the Grant Period and the Maintenance Period have each expired, this Agreement and all obligations of the Company, unless otherwise stated, hereunder shall terminate.

- 12.0 **Maintenance of Records.** The Company shall retain records for property purchased totally or partially with Grant funds for a period of three years after the final disposition of all Grant funds. The Company shall maintain records relating to the Grant and the Project, including financial records, supporting documents, and statistical records for a minimum of three years after notification in writing by the Council of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.
- 13.0 **Repayment of Assistance.** Failure to satisfy and maintain the Job Requirement and the Investment Requirement as set forth herein may result in repayment of all or a portion of the CL Grant funds expended. The Company will make re-payments to the Council.
- 13.1 Upon the expiration of the Grant Period, the number of jobs created by the Company at the Project may not be less than the Job Requirement (122 jobs), and the investment by the Company at the Project may not be less than the Investment Requirement (\$42,700,000). If the Company does not locate in South Carolina or otherwise fails to create any new jobs and make any investment in South Carolina, repayment of all of the Grant funds expended will be immediately due and payable. If the Company does create jobs and/or make investment but fails to meet the Job Requirement and/or the Investment Requirement or meets but then fails to maintain the Job Requirement and/or the Investment Requirement during the Grant Period, the Company will be required to repay a portion of the Grant funds expended as follows:
- 13.1.1 **Pro-Rata Repayment.** The Company shall be required to repay a pro-rata amount of the Grant funds expended under this Agreement based on the actual number of jobs created and/or investment level achieved as of the last day of the Grant Period. For purposes of this Section 13.1, pro rata repayment for failure to meet either the Job Requirement or the Investment Requirement will be calculated independently with each calculation based on 50% of the Grant funds expended hereunder.
- 13.1.2 If required, repayments are due and payable to the Council within sixty (60) days after the date of notice from the Council that a repayment is due. If the Company does not submit repayment or respond to the Council by such date, the Council may begin the process to submit the amount of the repayment to the South Carolina Department of Revenue for collection.
- 13.1.3 Notwithstanding anything in this Agreement to the contrary, if the Company satisfies the Job Requirement and the Investment Requirement by the end of the Grant Period, it shall not have any repayment obligations under this Section 13.1.
- 13.2 During each year of the Maintenance Period, the number of jobs retained by the Company at the Project may not be less than the Job Requirement (122 jobs) and the investment maintained by the Company at the Project may not be less than the

Investment Requirement (\$42,700,000). If the Company fails to maintain the Job Requirement or the Investment Requirement as required herein, the Company will be required to repay a portion of the Grant funds expended as follows:

13.2.1 Pro-Rata Repayment. The Company shall be required to repay a pro-rata amount of the Grant funds expended under this Agreement, based on the actual number of jobs and investment maintained during each year of the Maintenance Period. The Company's repayment obligation, if any, with respect to any such year of the Maintenance Period, shall be calculated utilizing the monthly average of new, full-time jobs created and existing and the monthly average of investment maintained during the applicable year of the Maintenance Period. For purposes of determining the monthly average, the Company may, after the end of the first year of the Maintenance Period, select a reasonable day, in its sole discretion, upon which such jobs and investment will be determined on a monthly basis. Thereafter, that day in the month shall apply for each month in such first year and for each month in each applicable year for the remainder of the Maintenance Period. The pro-rata repayment obligation for failure to maintain the Job Requirement or the Investment Requirement during each year of the Maintenance Period will be calculated based on an annual base amount equal to the lesser of 10% of the Grant funds expended or \$100,000. For purposes of this subsection 13.2.1, pro rata repayment for failure to maintain either the Job Requirement or the Investment Requirement during any year of the Maintenance Period will be calculated independently with each calculation based on 50% of the annual base amount.

13.2.2 If required, repayments are due and payable to the Council within sixty (60) days after the date of notice from the Council that a repayment is due. If the Company does not submit repayment or respond to Council by such date, the Council may begin the process to submit the amount of the repayment to the South Carolina Department of Revenue for collection.

14.0 Amendments. If (a) the Investment Requirement is not met or (b) the total number of full time jobs created is less than the Job Requirement, (c) the investment is not made or the jobs are not created within the Grant Period, or (d) the Investment Requirement or the Job Requirement is not maintained during the Maintenance Period, the Company may provide detailed documentation that a good faith effort was made to achieve and/or maintain both the Job Requirement and the Investment Requirement, as the case may be. To the extent that extenuating circumstances prevent the Company from fulfilling its commitments contained herein, and the Grantee and the Council, in their sole discretion, acknowledge such circumstances in writing, this Agreement may be modified in writing by mutual agreement of the parties.

15.0 Representations and Warranties. The Company hereby makes the following representations and warranties and acknowledges and agrees that such representations and warranties have been material to the Council's decision to enter into this Agreement and further agrees that each representation and warranty is true, accurate and complete in all

material respects as of the Effective Date and will remain true and correct throughout the term of this Agreement.

- 15.1 **Good Standing.** The Company is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized, has the power and authority to own its property and to carry on its business in each jurisdiction in which it does business, and has registered for and is duly qualified to conduct business in, and is in good standing in, the State of South Carolina.
- 15.2 **Authority and Compliance.** The Company has full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided herein. No consent or approval of any public authority or other third party is required as a condition to the validity of this Agreement, and the Company is in compliance with all laws and regulatory requirements to which it is subject.
- 15.3 **No Conflicting Agreement.** There is no charter, bylaw, stock provision, partnership agreement or other document pertaining to the organization, power or authority of the Company and no provision of any existing agreement, mortgage, deed of trust, indenture or contract binding on the Company or affecting the Company's property which would conflict with or in any way prevent the execution, delivery, or carrying out of the terms of this Agreement.
- 15.4 **Litigation.** To the best of the Company's knowledge, there is no proceeding involving the Company pending or threatened before any court or governmental authority, agency or arbitration authority which if adversely decided would materially affect the Company's ability to meet its obligations under this Agreement and conduct its operations at the Project.
- 15.5 **Compliance with Laws.** To the best of its knowledge, the Company is in compliance with all federal, state and local laws, regulations and governmental requirements including, but not limited to, environmental laws and the applicable federal and state laws, executive orders and regulations concerning discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability, applicable to its facility including without limitation the property, business operations, employees, and transactions thereof.
- 15.6 **Binding Agreement.** Each part of this Agreement is a legally valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights. This Agreement has been signed by an authorized Company representative and such signature is recognized by the Company as legally binding.
- 16.0 **Indemnification.** The Company agrees to defend, indemnify, and hold the Council and the Grantee harmless from and against the costs of any litigation (including reasonable attorney's fees) arising from this Agreement or the Assistance provided by the Council to the Grantee for the direct or indirect benefit of the Company. Please note that the SC Tort

Claims Act, Section 15-78-10 et seq. of the S.C. Code of Laws, 1976, as amended (the “Code”) provides full or limited immunity to governmental parties from third party claims and prohibits recovery of punitive or exemplary damages. This provision shall survive the termination of this Agreement for any claim arising during the term of the Agreement.

- 17.0 **Corporate Existence, Operation of Project, and Assignment of Agreement.** The Company shall maintain its existence, preserve and maintain its rights and privileges to conduct business in the State, and operate and maintain the Project substantially as proposed herein. The Company shall give the Council written notice of any change in the name or the location of its books and records, or of any substantial change in its business structure, or the nature of the operations conducted at the Project within thirty (30) days following the occurrence of such event.

This Agreement is a continuing obligation and shall (a) be binding upon the parties and their respective successors and assigns and (b) inure to the benefit of, and be enforceable by, the parties and their respective successors, transferees and assigns; provided, however, that the Company may not assign all or part of this Agreement without the written permission of the other parties to this agreement.

- 18.0 **Notification.** The Company must notify the Grantee and the Council if there are any changes in the status of the Company that will impact or alter the Company’s ability to comply with this Agreement. All notices required or otherwise provided under this Agreement shall be deemed made upon mailing by first class mail, postage prepaid, and addressed to the other party as follows:

Notices to the Council shall be sent to:

Ms. Marcella S. Forrest
Program Manager, CCED Programs
South Carolina Coordinating Council for Economic Development
South Carolina Department of Commerce
1201 Main Street, Suite 1600
Columbia, SC 29201

Notices to Grantee shall be sent to:

Ms. Amanda F. Brock
Administrator
Oconee County
415 South Pine Street
Walhalla, South Carolina 29691

Notices to Company shall be sent to:

Mr. David Sturza
Head of Global Economic Development
BorgWarner, Inc.
3800 Automation Avenue
Auburn Hills, MI 48326

- 19.0 **Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.
- 20.0 **Governing Law and Jurisdiction.** This Agreement, any dispute, claim, or controversy relating to this Agreement, and all of the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. By executing this Agreement, the Company also agrees to submit to the jurisdiction of the courts of the State of South Carolina for all matters arising hereunder. In the event of a dispute, the Council shall have standing to represent the State of South Carolina.
- 21.0 **Freedom of Information.** The Company understands and agrees that (i) the Grantee and the Council are each a public body within the meaning of the South Carolina Freedom of Information Act, Title 30, Chapter 4 of the Code (the “Act”); (ii) the Grantee and the Council are each required to comply with the provisions of the Act by disclosing certain public records upon receipt of a written request; and (iii) after execution of this Agreement, this Agreement and all documents and other information incidental to this Agreement are subject to disclosure pursuant to Sections 30-4-40(a)(9) and 30-4-40(a)(5) of the Code upon request. Effective January 1, 2022, for any project approved and locating in a Tier I, II, or II County, the Council will confirm, in response to a valid request under Section 30-4-10, whether a project has average wages below \$15.00 per hour, excluding the top five percent of full-time positions.

If disclosure of this Agreement and related information is required, pursuant to Section 30-4-40(a)(5)(c) of the Code, the Council agrees to redact any information in this Agreement or any documents incidental thereto that is clearly marked by the Company as confidential and proprietary and has been provided to the Council for economic development or contract negotiation purposes. However, the Grantee, the Council, and their respective members, employees, and staff shall not be liable for the inadvertent release of any information contained in the Agreement or any other documents related to the Project, absent gross negligence or willful misconduct.

To the extent an action at law or equity is brought to require the disclosure of any information related to the Project, the Council reserves the right to include the Company in such action and the Company hereby agrees to bear all costs associated with defending such action.

- 22.0 **Events of Default.** The following shall constitute events of default by the Company under this Agreement:
- 22.1 any representation or warranty made by the Company herein that is false or misleading in any material respect at the time made;

- 22.2 failure of the Company to comply with all applicable statutory, policy and regulatory guidelines of the state government and the Council governing the use of CL funds;
- 22.3 failure of the Company to observe and perform any covenant, condition or agreement hereunder on its part to be performed and continuance of such failure for a period of thirty (30) days after receipt by the Company of written notice from the Council specifying the nature of such failure and requesting that it be remedied; provided, however, that if, by reason of the nature of such failure, the same cannot be remedied within the said thirty (30) days and the Company proceeds with reasonable diligence after receipt of the notice to cure the failure, the period may be extended upon the prior written consent of the Council;
- 22.4 the Company vacating the Project property and/or discontinuing operation of all or a significant portion of the Project for 30 days or more without the written consent of the Council;
- 22.5 the Company's consenting to the appointment of a receiver, trustee or liquidator of itself or of a substantial part of its property, or admitting in writing its inability to pay its debts generally as they come due, or making a general assignment for the benefit of creditors;
- 22.6 the Company's filing a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization in a proceeding under any bankruptcy laws (as now or hereafter in effect), or, by voluntary petition, answering or consenting, seeking relief under the provisions of any other now existing or future bankruptcy or other similar law providing for the reorganization or winding-up of corporations, or providing for an agreement, composition, extension or adjustment with its creditors;
- 22.7 the entry of an order, judgment, or decree in any proceeding by any court of competent jurisdiction appointing, without the consent of the Company, a receiver, trustee or liquidator of the Company or of any substantial part of its property, or sequestering any substantial part of its property, and any such order, judgment or decree of appointment or sequestration remaining in force undismitted, unstayed, or unvacated for a period of 90 days after the date of entry thereof; or
- 22.8 a petition against the Company in a proceeding under applicable bankruptcy laws or other insolvency laws as now or hereafter in effect is filed and not withdrawn or dismissed within 120 days thereafter, or if, under the provisions of any law providing for reorganization or winding-up of corporations which may apply to the Company, any court of competent jurisdiction shall assume jurisdiction, custody or control of it or of any substantial part of its property and such jurisdiction, custody or control shall remain in force unrelinquished, unstayed or untermiated for a period of 120 days.

- 23.0 **Remedies.** If any event of default shall occur and be continuing, then the Council may undertake any of the remedial actions set forth in this Agreement. If any such event of default shall occur and be continuing, then the Council shall, to the extent permitted by law and without notice of any kind to the Company (except to the extent required by law or as expressly required herein), seek to enforce the rights of the Council hereunder by exercising any or all of the following remedies:
- 23.1 Refrain from extending any further assistance or Grant funds until such time as the Company is in full compliance with the terms and conditions of this Agreement;
 - 23.2 Require repayment of all or a portion of the Grant funds expended under this Agreement;
 - 23.3 Cancel, terminate or suspend this Agreement; or
 - 23.4 Take such other reasonable action as may be necessary to protect its rights and interests hereunder.
- 24.0 **Additional Remedial Provisions.**
- 24.1 No remedy herein conferred or reserved to the Council is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. A waiver of any particular breach or default under any provision hereof shall not operate as a waiver of any further or subsequent breach or default under such provision. The remedies herein provided are cumulative and not exclusive of any remedies provided by law, and any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Council to exercise any remedy reserved to them in this Agreement, it shall not be necessary to give notice other than such notice as may be required in this Agreement.
 - 24.2 Neither the Grantee nor the Council shall be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Company if an event of default shall occur hereunder.
- 25.0 **Counterparts.** This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be fully executed by their authorized representation under seal to be effective as of the date first written above.

GRANTEE:

Unit of Local Government

By:
Its: Chief Elected Official

AKASOL INC.

By:
Its:

**COORDINATING COUNCIL FOR
ECONOMIC DEVELOPMENT**

By:
Its: Executive Director

Exhibit A

Bidding Process to be used for Costs to be reimbursed with Grant Funds

1. Use full and open competition to the maximum extent practicable.
2. Permit acquisitions without competition only when the purchasing agent determines in writing, after conducting a good faith review of available sources, that there is only one source for the required timely supply, service, or construction item. A copy of such written determination must be included with any request to disbursement of grant funds to reimburse for the costs of such supply, service or construction item. In addition, the company must maintain a copy of such written determination as set forth in Section 12 of the Agreement.
3. Restrict competition only when necessary to satisfy a reasonable public requirement.
4. Provide clear, adequate, and sufficiently definite information about project needs to allow bidders to enter the acquisition on an equal basis.
5. Use reasonable methods to publicize bidding requirements and timely provide solicitation documents (including amendments, clarifications and changes in requirements).
6. State in solicitations the bases to be used for evaluating bids and proposals and for making the award.
7. Evaluate bids and proposals and make the award based solely on the criteria in the solicitation.
8. Grant maximum public access to procurement information subject to the Company's needs to protect its trade secrets, proprietary or confidential source selection information, and personal privacy rights.
9. Ensure that all parties involved in the bidding process participate fairly, honestly, and in good faith.
10. Recognize that adherence to these bidding process requirements is essential to maintenance of the integrity of the project.

Exhibit B

GRANT PERIOD ANNUAL REPORT

Grant #: C-22-3751

Grantee: Oconee County

Report for the Year Ended: _____

Minimum Investment Requirement \$42,700,000

Minimum Job Requirement: 122

Base Employment 0

Inspection, Record Keeping and Reporting:

Total investment in real and personal property at the Project as of the date of this report: \$ _____

Total number of new fulltime jobs filled by the Company at the Project as of the date of this report: _____

Average hourly wage rate of all fulltime jobs as of the date of this report \$ _____

Total amount of grant funds disbursed as of the date of this report: \$ _____

I declare the above information to be correct and complete, and that I am authorized to report this information.

Authorized Company Representative (Signature)

Date

Authorized Company Representative (Printed)

Title

Telephone Number

Please return to:
Coordinating Council for Economic Development
1201 Main Street, Suite 1600 ■ Columbia, SC 29201

Exhibit C

MAINTENANCE PERIOD ANNUAL REPORT

Grant #: C-22-3751

Grantee: Oconee County

Report for the Year Ended: _____

Minimum Investment Requirement \$42,700,000

Minimum Job Requirement: 122

Base Employment 0

Inspection, Record Keeping and Reporting:

Monthly average of the total investment in real and personal property at the Project for the preceding year: \$ _____

Monthly average of the total number of new fulltime jobs filled by the Company at the Project for the preceding year: _____

Average hourly wage rate of all fulltime jobs for the preceding year: \$ _____

Total amount of grant funds disbursed as of the date of this report: \$ _____

I declare the above information to be correct and complete, and that I am authorized to report this information.

Authorized Company Representative (Signature)

Date

Authorized Company Representative (Printed)

Title

Telephone Number

Please return to:
Coordinating Council for Economic Development
1201 Main Street, Suite 1600 ■ Columbia, SC 29201

Updated as of 7/18/2023

*including upcoming vacancies provided so far up to end of Payroll #3 for 23-24 (7/24/2023-8/06/2023)

DEPARTMENT	OPEN POSITIONS	# of Positions
<u>Sheriff</u>		
	Captain	1
	Deputy I/II	2 (2 in hiring process)
	Corporal – Court Security	1
	P/T Deputy/Tactical Medic	4
	School Resource Officer	2 (1 in hiring process)
		10 total
<u>Communications</u>		
	Emergency Dispatcher	1 (1 in hiring process)
	P/T Dispatcher	1 (1 in hiring process)
		2 total
<u>OLEC</u>		
	Corporal	2
	Master Correctional Officer	1
	Correctional Officer	2
		5 total
<u>Emergency Services</u>		
	Field Training Officer	1
	Firefighter 106/24-hr	3
	Firefighter 80/40-hr	4
	P/T Firefighter	
		8 total
<u>PRT</u>		
<u>High Falls</u>	Park Ranger I	1
<u>South Cove</u>	Park Ranger I	1
<u>Chau Ram</u>	Park Ranger I	1
		3 total
<u>Library</u>		
	Youth Services Librarian	1
		1 total
<u>Board of Assessment</u>		
	P/T Secretary III	1
		1 total

Updated as of 7/18/2023

*including upcoming vacancies provided so far up to end of Payroll #3 for 23-24 (7/24/2023-8/06/2023)

<u>Assessor</u>		
	Licensed Appraiser	1
		1 total
<u>Clerk of Court</u>		
	Court Clerk II	2
		2 total
<u>Solicitor</u>		
	Administrative Assistant	1 (<i>1 in hiring process</i>)
		1 total
<u>Roads</u>		
	ROW Specialist	1
	Equipment Operator IV	4
	Equipment Operator III	2
	Lead Equipment Foreman	1
	Engineer Storm Water Manager	1
	Arbor Crew Leader	1
	Mowing Crew Leader	1
		11 total
<u>Building Codes</u>		
	Building Codes Director	1
	Inspector	2
		3 total
<u>Delegation</u>		
	Delegation Coordinator	1
		1 total
<u>Planning</u>		
	Planner (Senior)	1
	Code Enforcement Officer	1
		2 total
<u>Administration</u>		
	Administrative Assistant	1
		1 total

Updated as of 7/18/2023

*including upcoming vacancies provided so far up to end of Payroll #3 for 23-24 (7/24/2023-8/06/2023)

<u>Facility Maintenance</u>		
	Custodian I	1
	Maintenance Mechanic	1
		2 total
<u>Solid Waste</u>		
	Recycle Center Attendant	4
	Equipment Operator	1
		5 total
<u>Rock Quarry</u>		
	Quarry Mechanic	1
		1 total
<u>Vehicle Maintenance</u>		
	Auto Diesel Mechanic	3
		3 total
<u>Life After Lock Up (LALU)</u>		
<i>Airport</i>	<i>Custodian I</i>	<i>1</i>
<i>Rock Quarry</i>	<i>EO II</i>	<i>1</i>

Total Slots:

63 open slots (not including LALU)

6 of which are in the hiring process

LIST OF VACATED POSITIONS BY PAYROLL**FY 23/24 - Payroll #1 (6/26/2023-7/09/2023)**

Department	Position Title	Last Day Worked
719 – Rock Quarry	Quarry Mechanic	6/28/2023
502 – Probate	Sr. Associate Judge	6/29/2023
501 – Clerk of Court	Deputy Clerk of Court	6/30/2023
501 – Clerk of Court	Court Clerk II	6/30/2023
101 – Sheriff	Sergeant – Courthouse	6/30/2023
303 – Board of Assessment	P/T Secretary III	6/30/2023
106 – OLEC	CO II	7/06/2023
106 – OLEC	CO II	7/06/2023
106 – OLEC	CO II	7/06/2023
106 – OLEC	CO I	7/06/2023
702 – Building Codes	Inspector I	7/07/2023

TOTAL: 11 VACATED POSITIONS**FY 23/24 - Payroll #2 (7/10/2023-7/23/2023)**

Department	Position Title	Last Day Worked
504 – Solicitor	Senior Administrative Assistant	7/10/2023
301 – Assessor	Certified Residential Appraiser	7/12/2023
714 – Facilities Maintenance	Custodian I	7/12/2023
101 – Sheriff	Captain	7/13/2023
107 – Emergency Services	P/T Firefighter	7/14/2023
601 – Roads & Bridges	Equipment Operator III	7/14/2023
601 – Roads & Bridges	Mowing Crew Leader	7/21/2023
203 – High Falls Park	Park Ranger I	7/21/2023
501 – Clerk of Court	Court Clerk I	7/21/2023

TOTAL: 9 VACATED POSITIONS

FY 23/24 - Payroll #3 (7/24/2023-8/06/2023)

Department	Position Title	Last Day Worked
206 – Library	Youth Services Librarian	7/28/2023
101 – Sheriff	School Resource Officer	7/31/2023
714 – Facilities Maintenance	Maintenance Mechanic	8/01/2023

TOTAL: 3 VACATED POSITIONS

	FY22-23	FY21-22	FY20-21	FY19-20	FY18-19
Permits:	4007	3921	3643	2998	2813
Inspections:	8781	8034	7099	7259	6458
Inspectors	4	5	5	5	5
Permit Fees:	\$ 2,014,852.51	\$ 1,705,500.99	\$ 1,626,049.70	\$ 1,279,096.00	\$ 1,072,732.00
New Homes					
Permit Fees:	\$ 1,245,547.00	\$ 1,142,892.00	\$ 893,177.00	\$ 542,455.00	\$ 512,911.00
Valuation:	\$ 222,603,681.08	\$ 196,824,910.83	\$ 143,744,637.84	\$ 90,804,883.97	\$ 93,808,081.48

(As of 6/20/2023)

Type	FY22-23	FY21-22	FY20-21	FY19-20	FY18-19
Above Ceiling	46	18	17	55	43
Above Ceiling Reinspection	15	1	2	14	17
Alarm Final	5	0	7	1	0
Bonding - deck	45	71	48	45	42
Bonding - grid	16	10	0	0	0
Bonding Reinspection	3	2	6	6	2
Building Final	953	769	643	769	695
Building Final Reinspection	490	517	440	501	400
Cell Tower Final	4	2	1	2	2
Complaint Inspection	102	62	1	3	6
Complaint Re-inspection	6	1	0	0	0
Damp Proofing/Waterproofing Only	3	0	0	0	0
Deck Final	41	41	43	27	35
Deck Framing Rough Reinspection	1	1	0	0	0
Deck Reinspection	3	4	7	7	9
Deck-framing Rough-in	15	22	20	18	12
Demo Final	48	46	69	56	42
Demo Final Reinspection	1	11	14	6	6
Electrical Final	444	459	430	567	330
Electrical Final Reinspection	136	138	128	185	100
Electrical Rough-in	292	240	245	309	354
Electrical Rough-in Reinspection	99	94	90	108	140
Electrical under slab	66	35	21	30	19
Electrical under slab Reinspection	1	0	0	1	1
Elevator	0	0	1	1	8
Envelope	203	165	127	194	161
Envelope Reinspection	47	47	36	27	12
Fire Suppression	4	0	1	4	4
Follow Up Inspection	0	0	2	4	0
Footing	692	755	706	586	562
Footing Reinspection	39	73	58	47	44
Foundation / Waterproofing	414	433	449	389	354
Foundation / Waterproofing Reinspection	45	59	81	58	71
Foundation Only	1	0	0	0	0
Foundation Repair Final	7	0	0	0	0
Framing Rough-in	1004	805	706	696	766
Framing Rough-in Reinspection	983	888	617	670	594
Gas Final	2	4	2	4	1
Gas Final Reinspection	0	0	0	1	0
Gas Rough-in	7	12	9	19	17
Gas Rough-in Reinspection	1	7	2	3	0
Gas Under Slab	1	1	0	1	1
Hood Duct Light Test	5	0	1	3	4
Hood Duct Light Test Reinspection	0	0	0	0	1
Hood Suppression Final	2	0	0	1	1
Initial Zoning (Silt Fence)	16	7	0	0	0

Initial Zoning (Silt Fence) Reinspection	4	0	0	0	0
Inspection	218	182	170	93	0
Insulation	19	4	13	28	16
Insulation Reinspection	0	1	0	1	1
Manufactured Home Detitle Inspection	83	69	50	63	69
Manufactured Home Detitle Reinspection	0	1	1	22	19
Mechanical Final	33	28	22	12	23
Mechanical Final Reinspection	4	3	4	5	4
Mechanical Rough-in	12	10	6	19	15
Mechanical Rough-in Reinspection	6	3	1	2	0
Meeting	3	0	0	0	0
Miscellaneous	15	7	3	99	122
Mobile Home Final	123	143	162	156	142
Mobile Home Final Reinspection	70	100	101	63	61
Mobile Home Initial	112	145	171	162	143
Mobile Home Initial Reinspection	71	96	103	56	56
Piers	4	0	0	0	0
Plumbing Building Sewer	0	0	0	0	2
Plumbing Building Sewer Reinspection	0	0	0	0	2
Plumbing Final	10	6	2	2	2
Plumbing Final Reinspection	0	2	0	0	0
Plumbing Rough-in	21	18	19	32	44
Plumbing Rough-in Reinspection	3	1	3	12	5
Plumbing under slab	616	456	344	281	335
Plumbing under slab Reinspection	41	39	38	20	16
Plumbing Water Service Pipe	0	0	0	2	2
Pool Final	32	21	17	14	18
Pool Final Reinspection	10	5	8	6	12
Pre-Final	0	1	0	1	0
Rebar Inspection	75	114	108	62	1
Rebar Reinspection	3	2	0	0	0
Retaining Wall	6	6	6	2	2
Retaining Wall Reinspection	0	0	1	0	0
Roofing Final	31	31	21	66	31
Roofing Final Reinspection	0	3	1	1	2
Roofing Initial	0	2	1	0	1
Sewer Inspection	0	2	14	10	9
Sewer Reinspection	0	2	0	1	1
Sheer Wall Inspection	0	1	0	0	0
Sign Final	19	14	4	27	0
Slab	620	568	487	402	366
Slab Reinspection	24	33	41	21	19
Slab-monolithic	251	155	128	67	53
Slab-Monolithic Reinspection	11	0	0	0	0
Sprinkler Pressure Test	1	0	0	3	0
Tiedowns	0	0	0	1	0
Unsafe Condition	1	0	0	0	0

Window Final Reinspection	1	0	0	1	0
Windows Final	11	9	5	17	9
Zoning	7	55	45	47	36
Zoning Complaint Inspection	7	2	0	0	0
Zoning Complaint Reinspection	6	0	0	0	0
Zoning Reinspection	8	7	1	0	2
Total	8900	8147	7131	7297	6497

**AVERAGE TIME TO COMPLETE RESIDENTIAL ONLY INSPECTIONS
(INCLUDING DRIVE TIME/FILLING OUT INSPECTION REPORTS)**

FOOTINGS: 45 MINUTES

FOUNDATION/WATERPROOFING: 45 MINUTES

ENVELOPE: 30 MINUTES

PLUMBING UNDER SLAB: 30 MINUTES

FRAMING ROUGH IN:

1-3000 SQUARE FOOT: 2 HOURS

3001-5000 SQUARE FOOT: 2.5 HOURS

5001-8000 SQUARE FOOT: 3 HOURS

8001-15000 SQUIRE FOOT: 5 HOURS

BUILDING FINAL:

1-3000 SQUARE FOOT: 2 HOURS

3001-5000 SQUARE FOOT: 2.5 HOURS

5001-8000 SQUARE FOOT: 3 HOURS

8000-15000 SQUARE FOOT: 5 HOURS

RE-INSPECTIONS:

FOOTING: 45 MINUTES

FOUNDATION/WATERPROOFING: 45 MINUTES

ENVELOPE: 30 MINUTES

PLUMBING UNDER SLAB: 30 MINUTES

FRAMING ROUGH IN: 1-2 HOURS

BUILDING FINAL: 1-2 HOURS



Currently 2 FTE Park Rangers short and will be 3 short starting July 21. Also, currently short on seasonals at several parks. Being short during peak time limits our ability to provide safe, adequate service to the continually growing number of people served and to simply cover 7 days a week operation. There are currently days of the week understaffed due to the shortage and maintenance levels are not meeting current service demands. In addition, salary staff will soon burn out due to required demands once hourly staff go home or having to work when seasonal staff call out. This is not sustainable. If not addressed soon or additional staff vacancies appear we will need to seriously look at possibly closing some of the Hartwell locations so those staff can assist in higher traffic areas. Just thinking ahead if we have to.

OCONEE PRT DATA COLLECTION FY23

NOTES

Workload Indicators	FY19	FY20	FY21	FY22	FY23
Building Rentals	479	269	374	385	424
Parking Passes	38,413	33,638	48,182	44,727	43,375
Camping Nights	18,613	13,971	23,917	24,538	23,275
Estimated Visitors	262,575	194,460	328,546	337,506	340,316
Park Revenue	\$602,777.00	\$500,052.00	\$837,396.00	\$839,044.00	\$812,851.00

1. Parks are open 7 days/week beginning at 5am (South Cove) and 7am (Chau Ram/High Falls)
2. Park gates close daily at dusk (Chau Ram) and 10pm (South Cove/High Falls)
3. Parks routinely reach capacity summer weekends and turn people away and/or operate on one car out, one car in process
4. Began full day rentals only at South Cove and High Falls in 2020 instead of half day rentals
5. Data represents Chau Ram, High Falls and South Cove parks only and does not include 10 lake hartwell landings
6. FY23 Chau Ram/South Cove shelter numbers and revenue impacted by ongoing capital improvement projects temporarily closing spaces

OCONEE PRT-CAMPING NIGHTS

	Chau Ram	High Falls	South Cove	Total
FY15	572	3637	4945	9154
FY16	704	4341	7078	12123
FY17	935	5277	7441	13653
FY18	915	5995	10450	17360
FY19	835	5922	11856	18613
FY20	674	4065	9232	13971
FY21	1819	8140	13647	23606
FY22	1859	8313	14366	24538
FY23	1528	8492	13255	23275

FY23 Camping Nights up 70% over previous 7 years



OCONEE PRT-PARKS REVENUE

	Chau Ram	High Falls	South Cove	Total
FY15	\$39,716.00	\$135,446.00	\$177,968.00	\$353,130.00
FY16	\$42,389.00	\$146,024.00	\$246,838.00	\$435,251.00
FY17	\$53,346.00	\$171,003.00	\$290,971.00	\$515,320.00
FY18	\$48,291.00	\$177,970.00	\$344,629.00	\$570,890.00
FY19	\$42,274.00	\$177,461.00	\$383,042.00	\$602,777.00
FY20	\$33,132.00	\$139,709.00	\$327,211.00	\$500,052.00
FY21	\$85,909.00	\$246,941.00	\$504,546.00	\$837,396.00
FY22	\$93,094.00	\$267,770.00	\$478,180.00	\$839,044.00
FY23	\$71,574.00	\$269,538.00	\$471,739.00	\$812,851.00

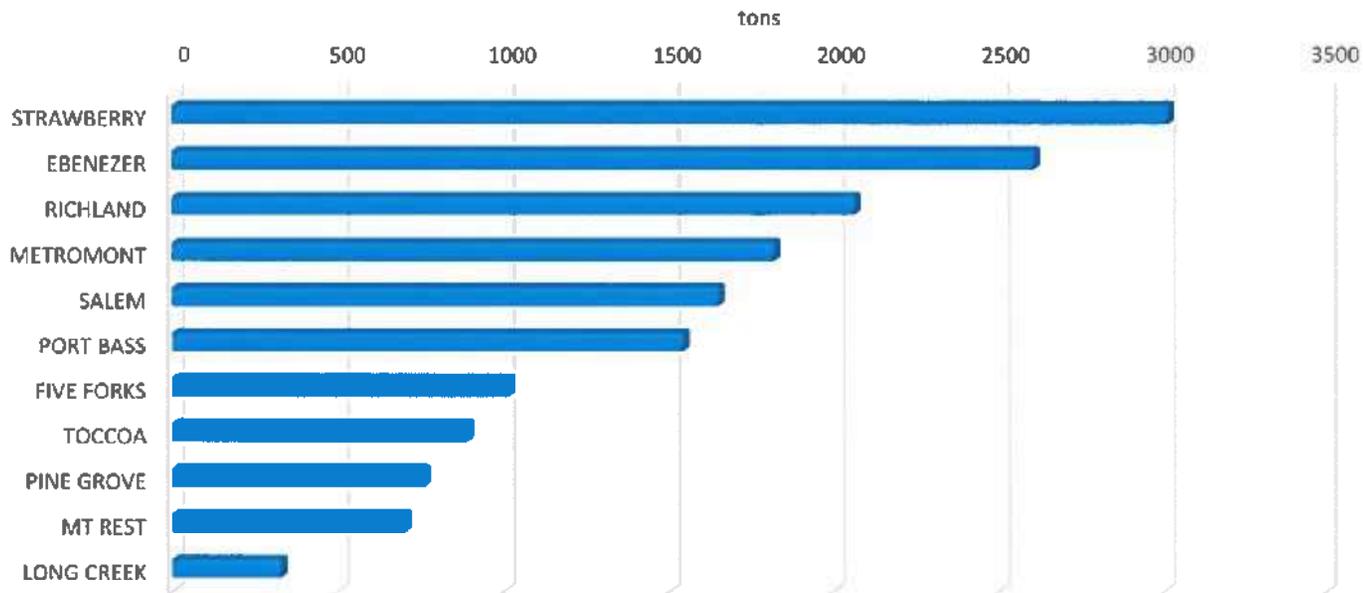
FY23 Revenue up 58% over previous 7 years



Recycling Center	FY 22-23	FY 21-22	FY 20-21	FY 19-20	FY 18-19
1 Strawberry	3010.72	3132.45	3263.10	3261.28	2950.44
10 Ebenezer	2605.33	2686.38	2826.92	2789.28	2394.20
5 Richland	2062.60	2124.70	2255.53	2219.39	2138.10
2 Metromont	1819.49	1933.99	2073.98	2034.61	1910.54
4 Salem	1651.07	1673.50	1699.20	1641.75	1507.87
9 Port Bass	1544.26	1611.22	1691.61	1598.54	1428.18
8 Five Forks	1014.89	1062.26	1057.79	997.57	944.58
7 Toccoa	891.01	904.12	951.84	902.87	799.12
3 Pine Grove	758.29	791.16	833.72	810.89	750.86
6 Mt. Rest	700.18	738.26	785.98	706.80	665.13
11 Long Creek	328.61	344.65	314.42	305.74	310.62
Total	16386.45	17002.69	17754.09	17268.72	15799.64

center ni	center name	tons
1	STRAWBERRY	3010.72
10	EBENEZER	2605.33
5	RICHLAND	2062.6
2	METROMONT	1819.49
4	SALEM	1651.07
9	PORT BASS	1544.26
8	FIVE FORKS	1014.89
7	TOCCOA	891.01
3	PINE GROVE	758.29
6	MT REST	700.18
11	LONG CREEK	328.61

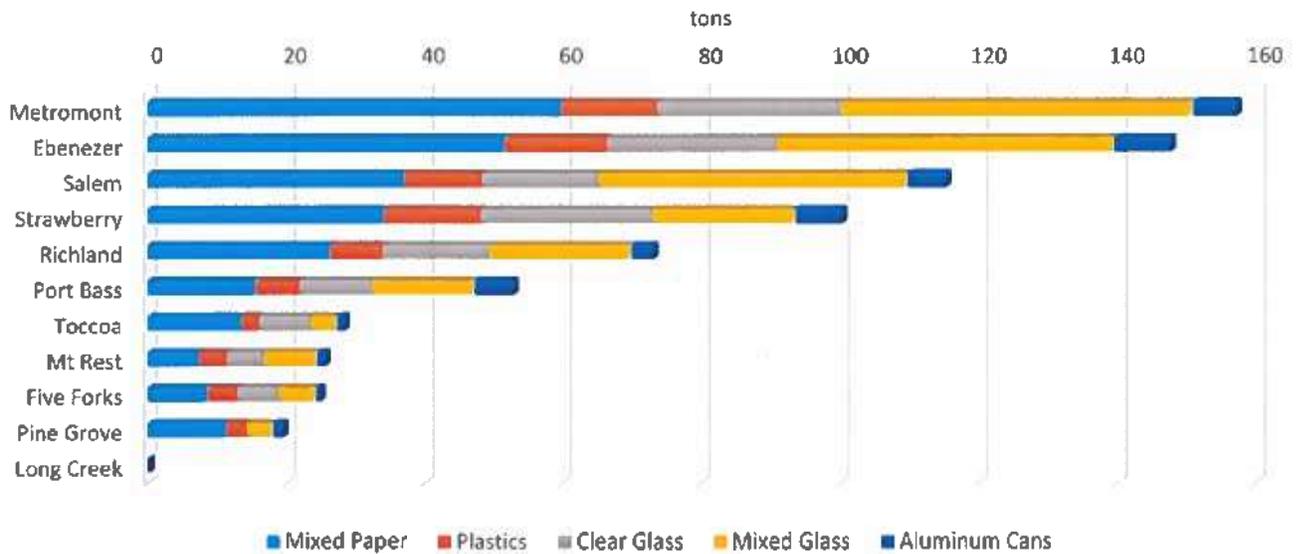
**Recycle Center FY 22-23 Household Garbage
(tons)**



FY23 Recyclables Physically Handled per Center (tons)

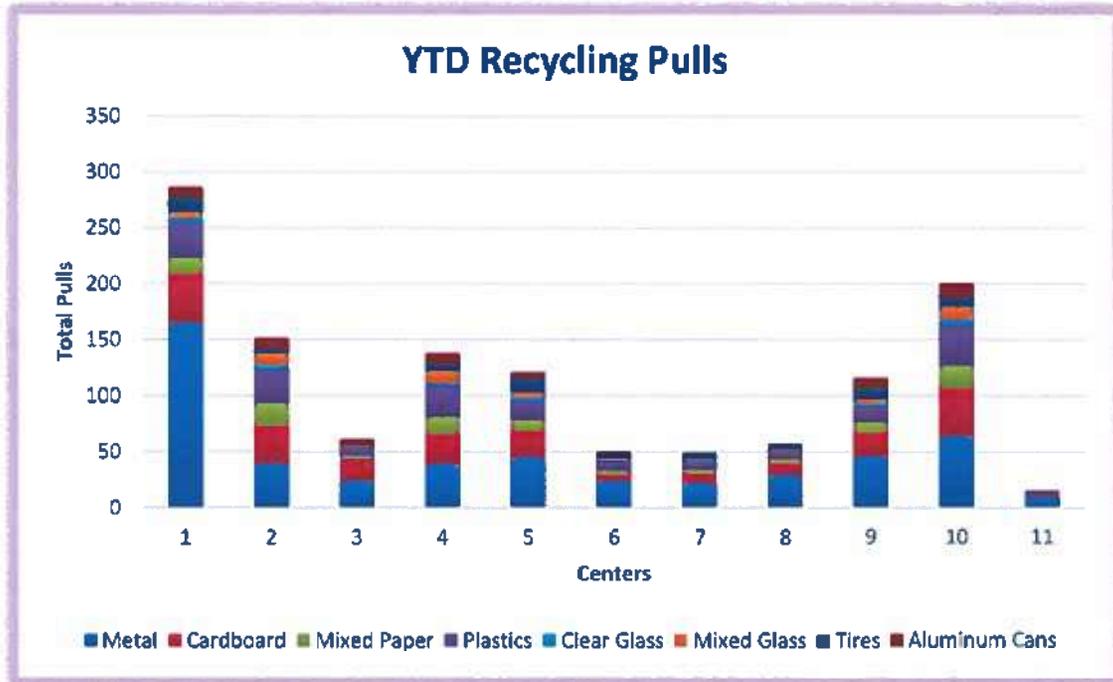
Centers	Mixed Paper	Plastics	Clear Glass	Mixed Glass	Aluminum Cans	Total
Metromont	59.83	13.78	26.34	50.97	6.23	157.15
Ebenezer	51.51	14.94	24.47	48.69	8.14	147.75
Salem	36.94	11.34	16.97	44.42	5.58	115.25
Strawberry	34.1	14.06	24.89	20.61	6.65	100.31
Richland	26.34	7.68	15.36	20.68	3.1	73.16
Port Bass	15.35	6.5	10.61	14.85	5.65	52.96
Toccoa	13.42	2.57	7.65	3.86	1.09	28.59
Mt Rest	7.35	4	5.35	7.81	1.25	25.76
Five Forks	8.54	4.34	5.99	5.52	0.64	25.03
Pine Grove	11.24	2.89	0	3.97	1.48	19.58
Long Creek	0	0.32	0	0	0	0.32

FY23 Recyclables Physically Handled per Center (tons)



Recycling Centers Open Top Pulls
FY22-23

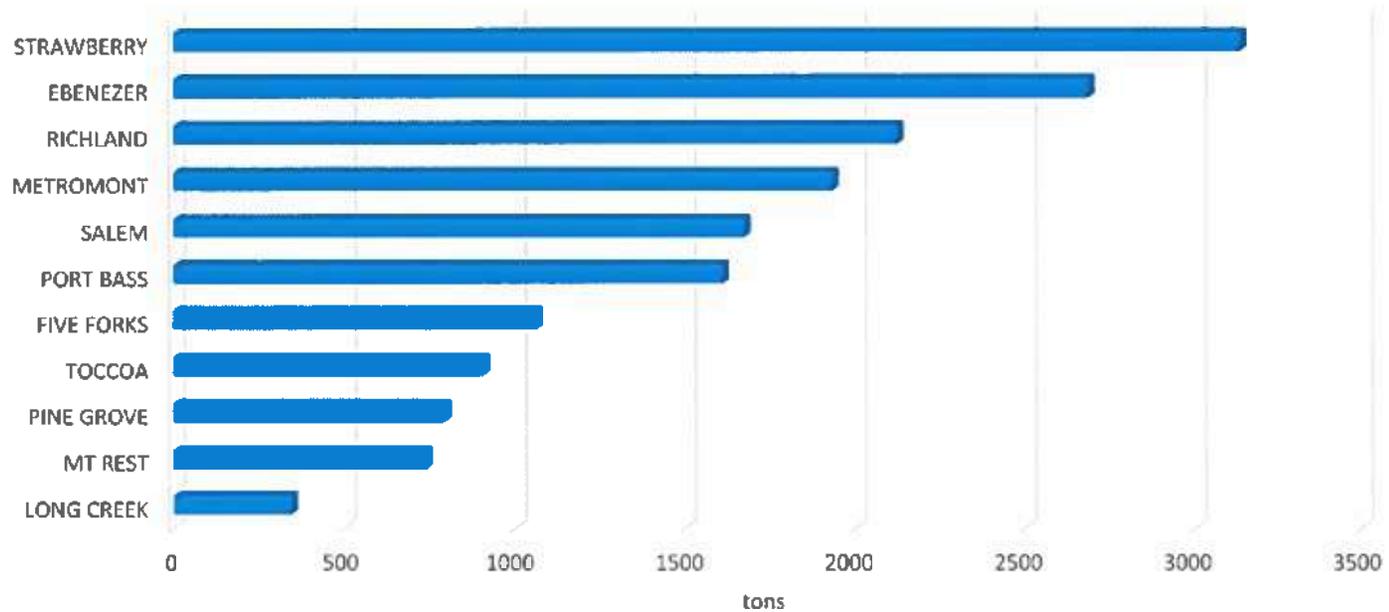
All Centers YTD	
Material	YTD total
Appliances / Metal	507
Cardboard	234
Mixed / News	106
Plastics	189
Clear Glass	23
Brown / Green Glass	52
Tires	64
Aluminum Cans	70
Mattresses	217
Total	1462



YTD Pulls Sorted by Center											
Centers	1	2	3	4	5	6	7	8	9	10	11
Metal	165	39	24	39	45	24	22	29	46	64	10
Cardboard	43	34	19	26	23	5	8	10	21	42	3
Mixed Paper	15	20	3	16	10	4	4	4	9	21	0
Plastics	31	30	8	28	17	8	7	8	15	36	1
Clear Glass	5	4	0	2	3	1	1	0	2	5	0
Mixed Glass	5	11	1	11	5	2	1	1	4	11	0
Tires	13	3	1	6	12	3	4	4	9	8	1
Aluminum Cans	10	10	5	10	6	3	2	1	10	13	0
Mattresses	217	0	0	0	0	0	0	0	0	0	0
Total	504	151	61	138	121	50	49	57	116	200	9

center nr	center name	tons
11	LONG CREEK	344.65
6	MT REST	738.26
3	PINE GROVE	791.16
7	TOCCOA	904.12
8	FIVE FORKS	1062.26
9	PORT BASS	1611.22
4	SALEM	1673.5
2	METROMONT	1933.99
5	RICHLAND	2124.7
10	EBENEZER	2686.38
1	STRAWBERRY	3132.45

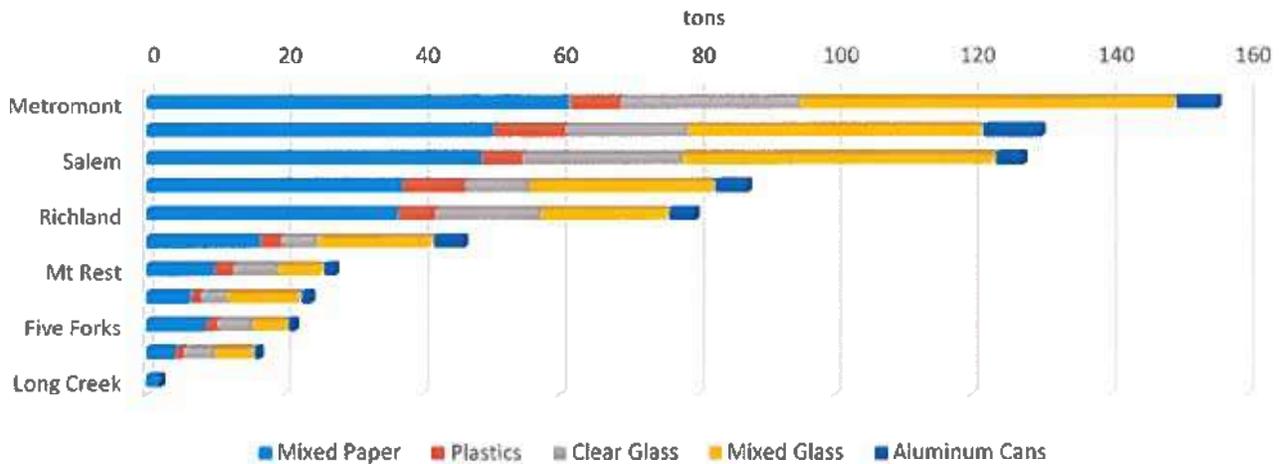
**FY22 Recycle Center Household Garbage
(tons)**



FY22 Recyclables Physically Handled (Tons)

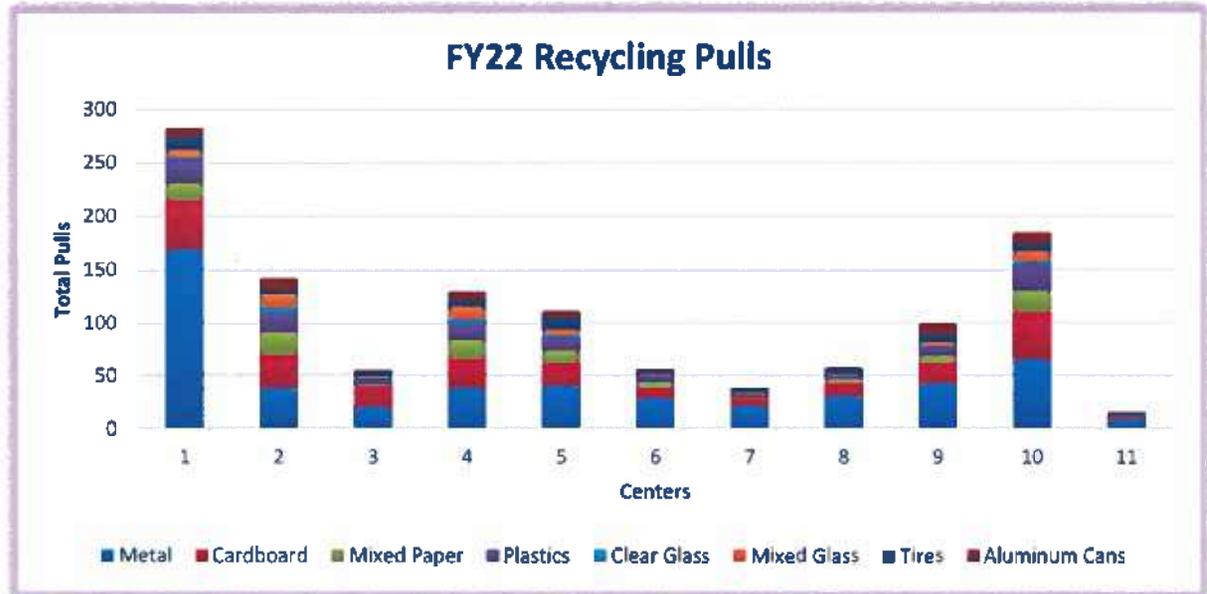
Centers	Mixed Paper	Plastics	Clear Glass	Mixed Glass	Aluminum Cans	Total
Metromont	61.32	7.49	26.16	54.82	6.07	155.86
Ebenezer	50.29	10.59	17.63	43.33	8.31	130.15
Salem	48.59	5.94	23.3	45.84	3.88	127.55
Strawberry	37.12	9.06	9.48	27.07	4.77	87.5
Richland	36.47	5.43	15.38	18.7	3.78	79.76
Port Bass	16.46	3.19	5.18	16.96	4.35	46.14
Mt Rest	9.74	2.84	6.56	6.84	1.57	27.55
Pine Grove	6.36	1.53	3.69	11.15	1.31	24.04
Five Forks	8.71	1.52	5.18	5.4	0.91	21.72
Toccoa	4.35	1.13	4.41	5.91	0.75	16.55
Long Creek	2.23	0	0	0	0	2.23

FY22 Recyclables Physically Handled (Tons)



Recycling Centers Open Top Pulls
FY 21-22

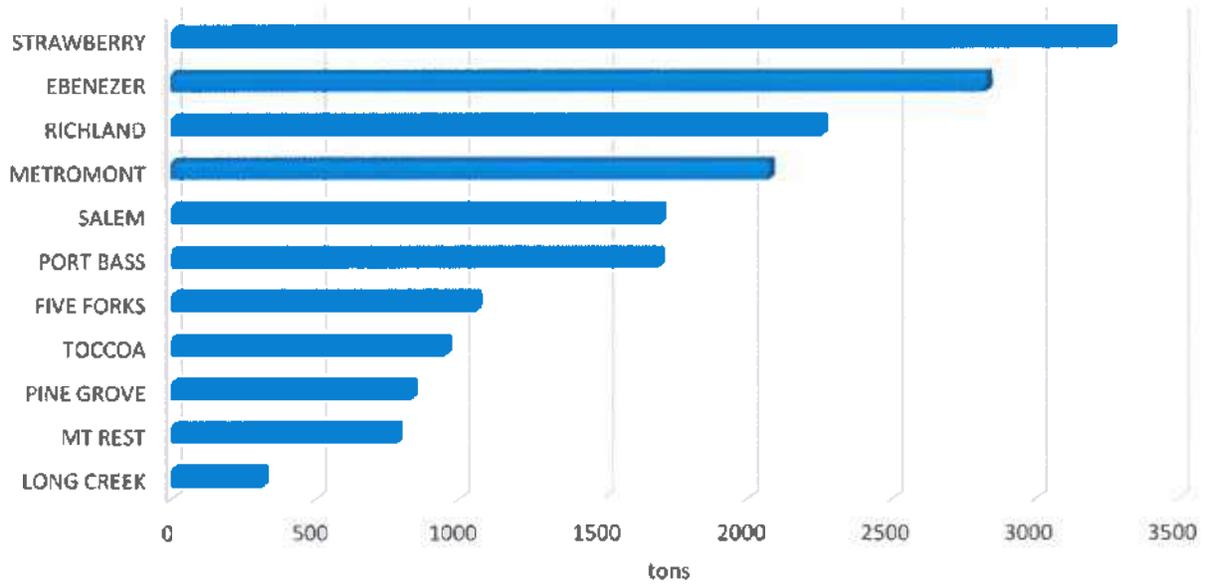
All Centers YTD	
Material	YTD total
Appliances / Metal	500
Cardboard	240
Mixed / News	108
Plastics	113
Clear Glass	23
Brown / Green Glass	58
Tires	60
Aluminum Cans	67
Mattresses	228
Total	1397



YTD Pulls Sorted by Center											
Centers	1	2	3	4	5	6	7	8	9	10	11
Metal	169	38	20	38	40	28	21	30	42	65	9
Cardboard	46	31	19	27	21	10	7	12	19	45	3
Mixed Paper	16	22	2	18	12	5	1	4	7	20	1
Plastics	22	18	5	15	11	6	1	3	8	24	0
Clear Glass	2	5	1	5	3	1	1	1	1	3	0
Mixed Glass	7	13	2	12	6	1	2	1	4	10	0
Tires	12	3	3	6	12	2	3	4	7	6	2
Aluminum Cans	9	12	3	8	6	3	2	2	11	11	0
Mattresses	228	0	0	0	0	0	0	0	0	0	0
Total	511	142	55	129	111	56	38	57	99	184	9

center nr	center name	tons
11	LONG CREEK	314.42
6	MT REST	785.98
3	PINE GROVE	833.72
7	TOCCOA	951.84
8	FIVE FORKS	1057.79
9	PORT BASS	1691.61
4	SALEM	1699.2
2	METROMONT	2073.98
5	RICHLAND	2255.53
10	EBENEZER	2826.92
1	STRAWBERRY	3263.1

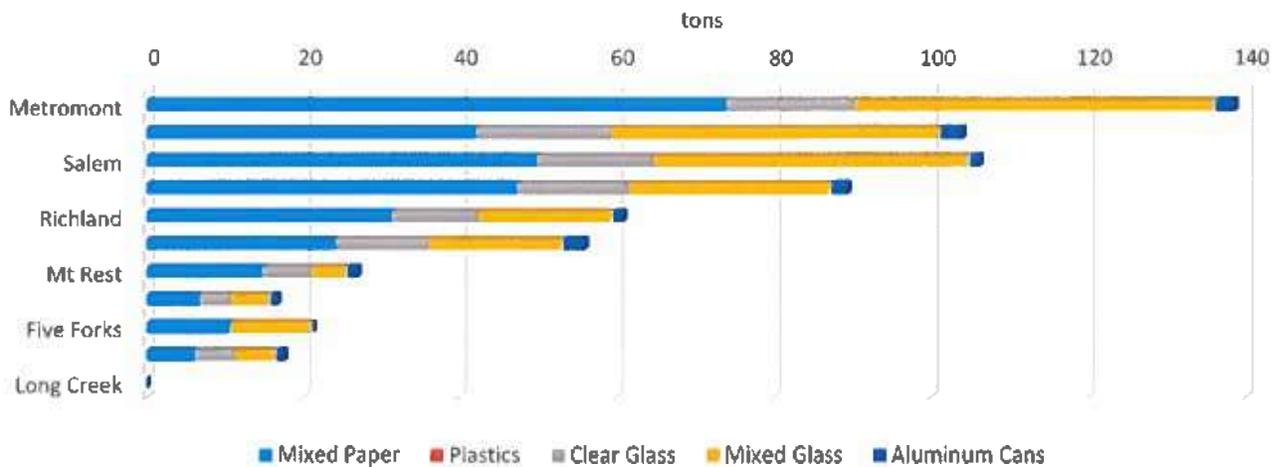
**FY21 Recycle Center Household Garbage
(tons)**



FY21 Recyclables Physically Handled (tons)

Centers	Mixed Paper	Plastics	Clear Glass	Mixed Glass	Aluminum Cans	Total
Metromont	73.99	0	16.33	45.86	2.51	138.69
Ebenezer	41.98	0	17.36	41.97	2.77	104.08
Salem	49.78	0	15.01	40.2	1.29	106.28
Strawberry	47.24	0	14.3	25.84	2.1	89.48
Richland	31.33	0	11.11	17.23	1.25	60.92
Port Bass	24.05	0	11.89	17.32	2.78	56.04
Mt Rest	14.72	0	6.25	4.7	1.28	26.95
Pine Grove	6.79	0	3.94	5.12	0.85	16.7
Five Forks	10.64	0	0	10.56	0	21.2
Toccoa	6.14	0	5.12	5.32	1.01	17.59
Long Creek	0	0	0	0	0	0

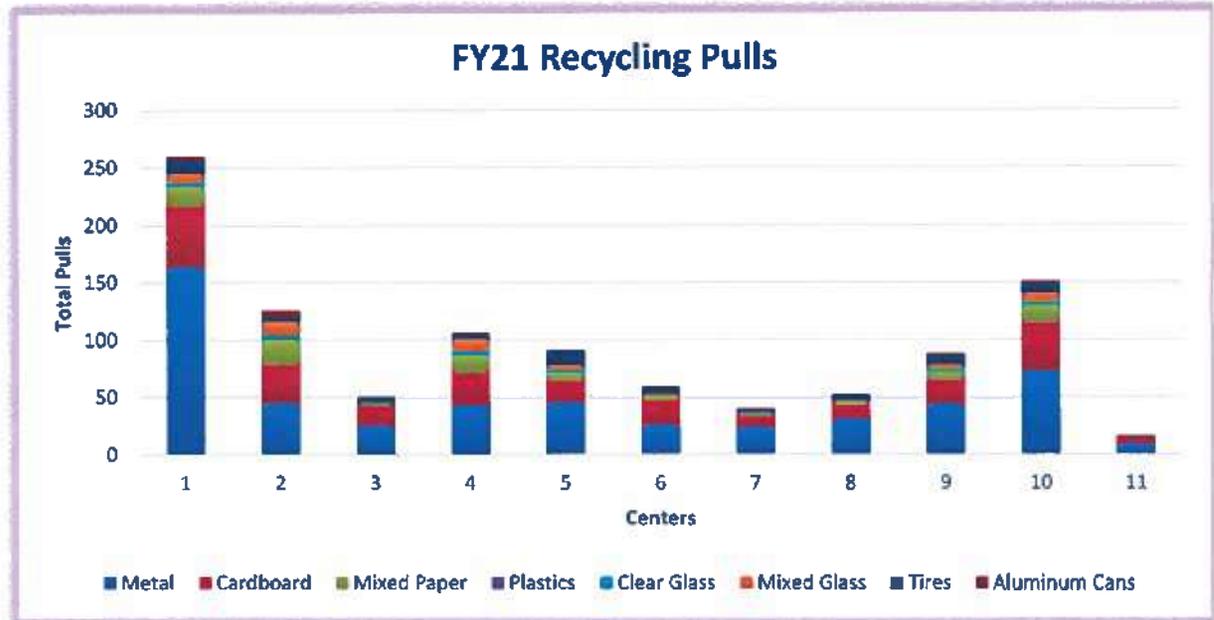
FY21 Recyclables Physically Handled (tons)



Note: Recycling occurred at Recycle Center 11 (Long Creek). However, no containers were pulled. These numbers do not include cardboard since they have a compactor.

Recycling Centers Open Top Pulls
FY 20-21

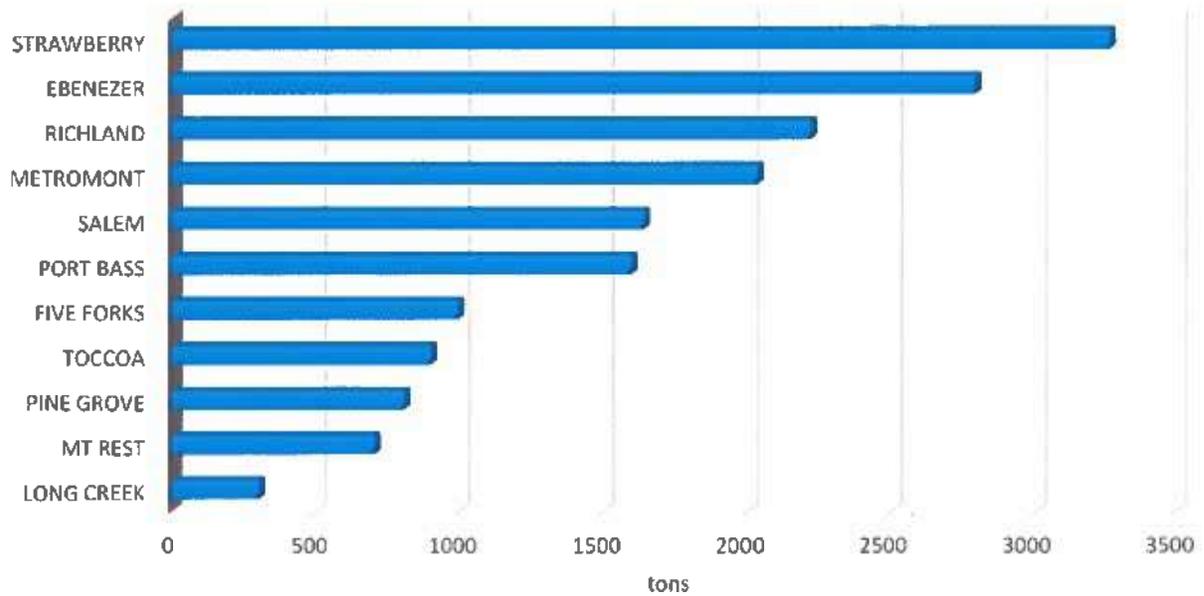
All Centers YTD	
Material	YTD total
Appliances / Metal	529
Cardboard	257
Mixed / News	100
Plastics	0
Clear Glass	18
Brown / Green Glass	53
Tires	56
Aluminum Cans	26
Mattresses	246
Total	1285



YTD Pulls Sorted by Center											
Centers	1	2	3	4	5	6	7	8	9	10	11
Metal	164	45	25	43	45	26	24	31	44	73	9
Cardboard	53	33	17	28	19	21	8	11	20	41	6
Mixed Paper	17	23	2	16	8	5	2	3	8	16	0
Plastics	0	0	0	0	0	0	0	0	0	0	0
Clear Glass	3	3	1	3	2	1	1	0	2	2	0
Mixed Glass	8	12	1	11	4	1	2	2	4	8	0
Tires	11	4	2	3	11	3	2	5	7	7	1
Aluminum Cans	4	6	2	2	2	2	1	0	3	4	0
Mattresses	246	0	0	0	0	0	0	0	0	0	0
Total	506	126	50	106	91	59	40	52	88	151	9

center ni	center name	tons
11	LONG CREEK	305.74
6	MT REST	706.8
3	PINE GROVE	810.89
7	TOCCOA	902.87
8	FIVE FORKS	997.57
9	PORT BASS	1598.54
4	SALEM	1641.75
2	METROMONT	2034.61
5	RICHLAND	2219.39
10	EBENEZER	2789.28
1	STRAWBERRY	3261.28

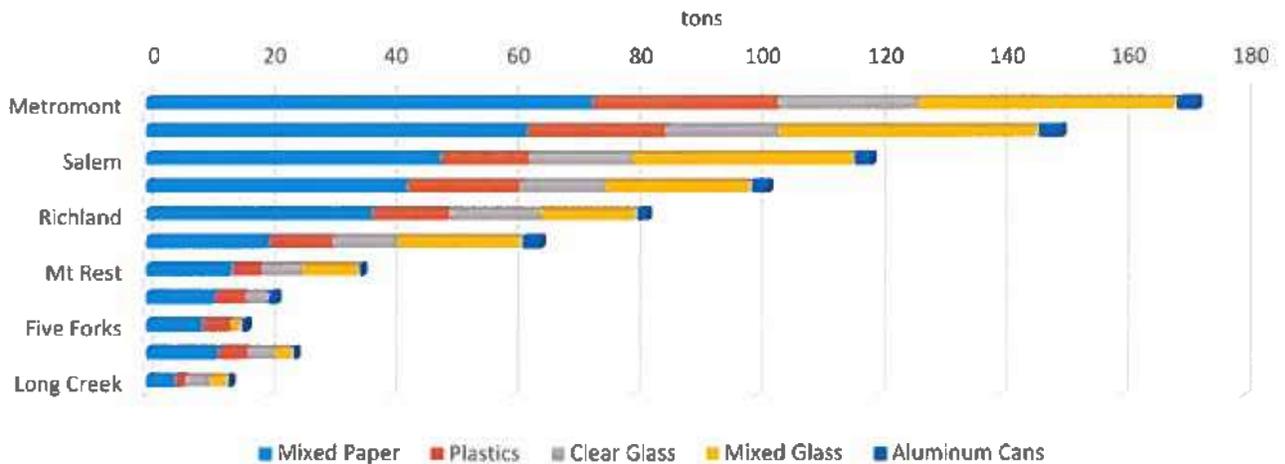
**FY20 Recycle Center Household Garbage
(tons)**



FY20 Recyclables Physically Handled per Center (tons)

Centers	Mixed Paper	Plastics	Clear Glass	Mixed Glass	Aluminum Cans	Total
Metromont	73.09	30.55	22.84	42.56	3.53	172.57
Ebenezer	62.38	22.75	18.63	42.66	3.86	150.28
Salem	48.21	14.53	16.94	36.57	2.78	119.03
Strawberry	42.63	18.53	14.1	24.23	2.81	102.3
Richland	37.05	12.57	15.1	15.9	1.78	82.4
Port Bass	20.1	10.53	10.59	20.58	3.13	64.93
Mt Rest	13.83	4.97	6.82	9.52	0.57	35.71
Pine Grove	11.14	5.01	4.15	0	1.29	21.59
Five Forks	8.95	4.61	0	2.13	0.89	16.58
Toccoa	11.55	4.96	4.57	3.25	0.4	24.73
Long Creek	4.59	1.77	3.9	3.18	0.44	13.88

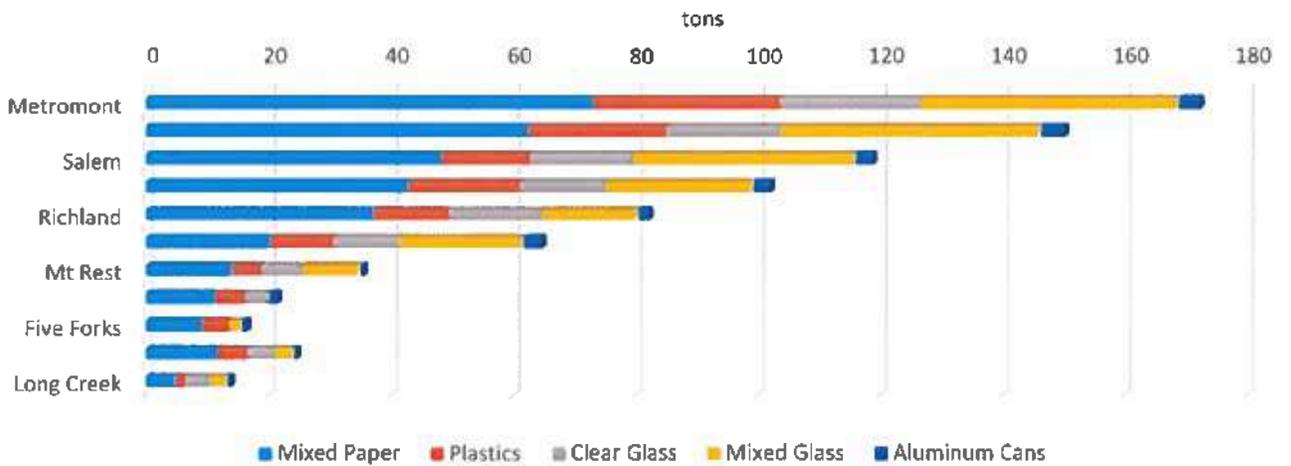
FY20 Recyclables Physically Handled per Center (tons)



FY20 Recyclables Physically Handled per Center (tons)

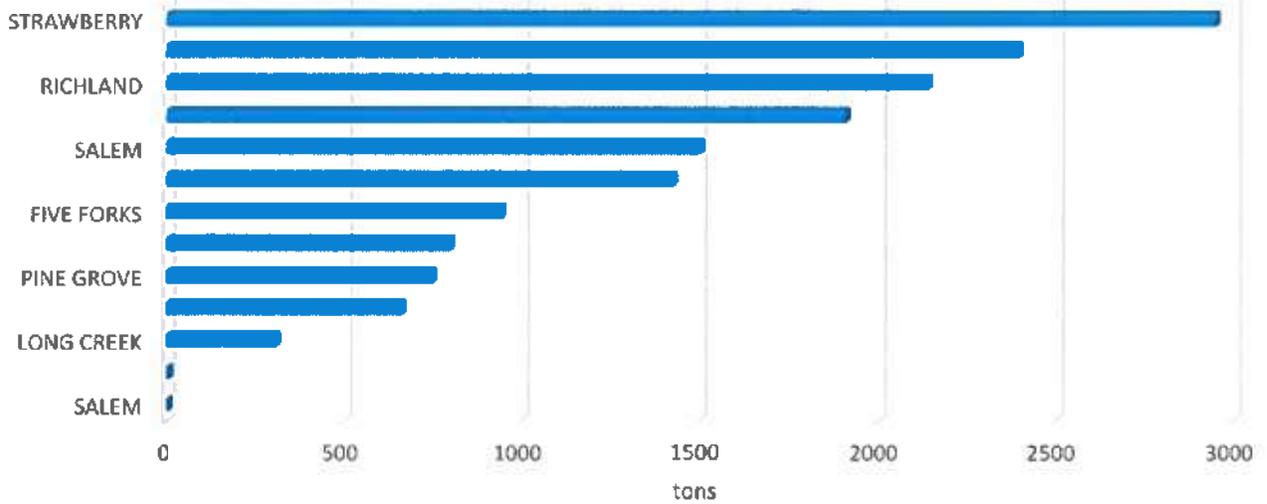
Centers	Mixed Paper	Plastics	Clear Glass	Mixed Glass	Aluminum Cans	Total
Metromont	73.09	30.55	22.84	42.56	3.53	172.57
Ebenezer	62.38	22.75	18.63	42.66	3.86	150.28
Salem	48.21	14.53	16.94	36.57	2.78	119.03
Strawberry	42.63	18.53	14.1	24.23	2.81	102.3
Richland	37.05	12.57	15.1	15.9	1.78	82.4
Port Bass	20.1	10.53	10.59	20.58	3.13	64.93
Mt Rest	13.83	4.97	6.82	9.52	0.57	35.71
Pine Grove	11.14	5.01	4.15	0	1.29	21.59
Five Forks	8.95	4.61	0	2.13	0.89	16.58
Toccoa	11.55	4.96	4.57	3.25	0.4	24.73
Long Creek	4.59	1.77	3.9	3.18	0.44	13.88

FY20 Recyclables Physically Handled per Center (tons)



center n	center name	tons
4	SALEM	5.17
7	TOCCOA	8.24
11	LONG CREEK	310.62
6	MT REST	665.13
3	PINE GROVE	750.86
7	TOCCOA	799.12
8	FIVE FORKS	944.58
9	PORT BASS	1428.18
4	SALEM	1502.87
2	METROMONT	1910.54
5	RICHLAND	2138.1
10	EBENEZER	2394.2
1	STRAWBERRY	2950.44

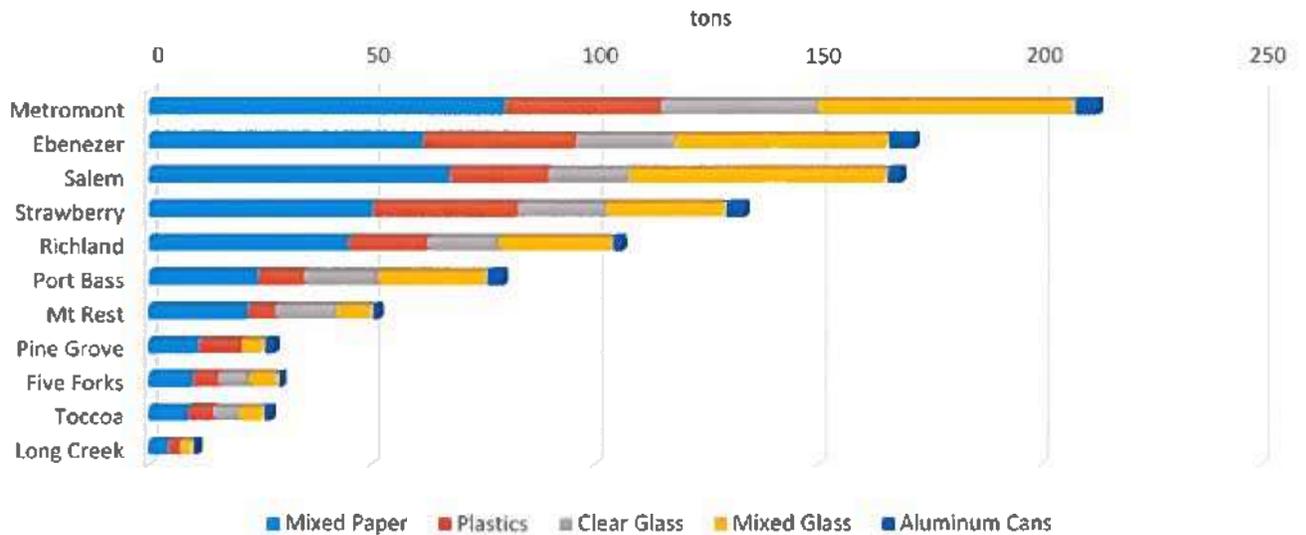
**FY19 Recycle Center Household Garbage
(tons)**



FY19 Recyclables Physically Handled (tons)

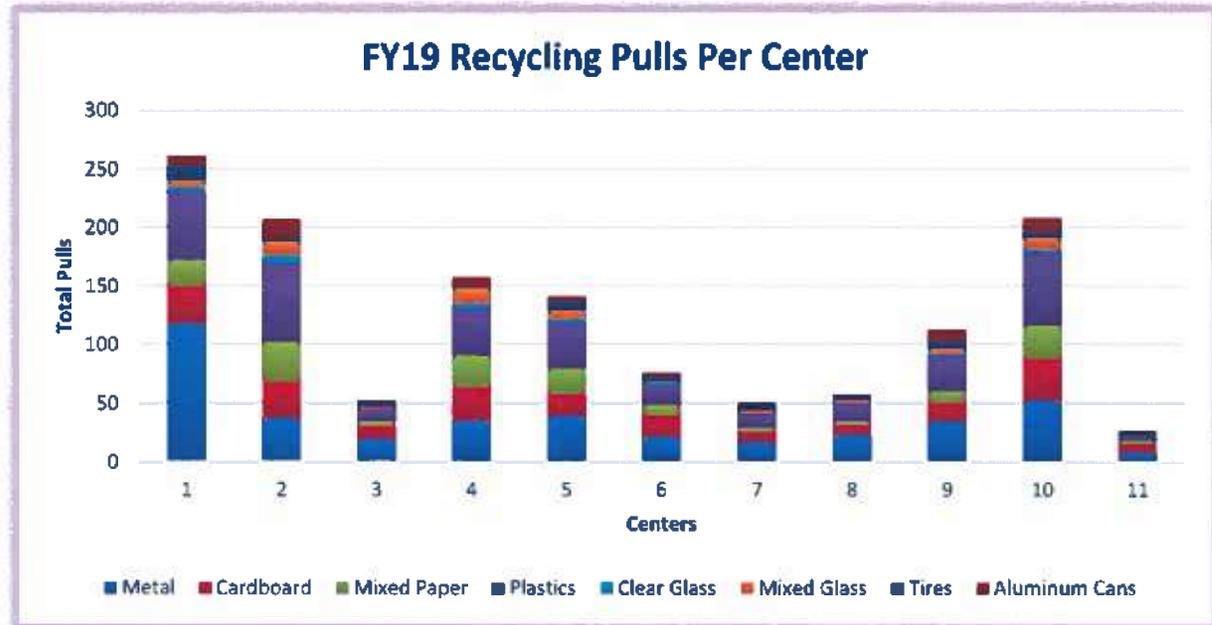
Centers	Mixed Paper	Plastics	Clear Glass	Mixed Glass	Aluminum Cans	Total
Metromont	80.06	35.02	34.99	57.7	5.12	212.89
Ebenezer	61.65	34.34	22.25	47.73	5.86	171.83
Salem	67.72	22	17.97	58.03	3.1	168.82
Strawberry	50.24	32.61	19.92	27.27	3.99	134.03
Richland	44.7	17.86	16.24	25.64	1.93	106.37
Port Bass	24.48	10.41	16.66	24.75	3.54	79.84
Mt Rest	22.15	6.44	13.67	8.28	1.18	51.72
Pine Grove	11.17	9.83	0	5.39	2.06	28.45
Five Forks	9.78	5.89	7.06	6.88	0.5	30.11
Toccoa	8.76	5.78	5.71	6.06	1.37	27.68
Long Creek	4.24	2.69	0	3.16	0.97	11.06

FY19 Recyclables Physically Handled (tons)



Recycling Centers Open Top Pulls
FY 18-19

All Centers YTD	
Material	YTD total
Appliances / Metal	403
Cardboard	210
Mixed / News	169
Plastics	354
Clear Glass	28
Brown / Green Glass	61
Tires	48
Aluminum Cans	73
Mattresses	181
Total	1527



YTD Pulls Sorted by Center												
Centers	1	2	3	4	5	6	7	8	9	10	11	
Metal	118	37	19	35	39	21	17	23	34	52	8	
Cardboard	31	30	11	28	18	18	8	8	16	35	7	
Mixed Paper	23	35	4	27	22	9	4	3	10	29	3	
Plastics	58	67	11	40	39	17	11	15	28	63	5	
Clear Glass	5	7	0	4	3	2	1	1	3	2	0	
Mixed Glass	6	12	1	14	8	1	2	2	5	10	0	
Tires	11	2	3	1	7	3	5	4	6	4	2	
Aluminum Cans	9	17	3	8	5	4	2	1	10	13	1	
Mattresses	181	0	0	0	0	0	0	0	0	0	0	
Total	442	207	52	157	141	75	50	57	112	208	9	

**Oconee County
Vehicle Maintenance**

**Dwayne Peay
Vehicle Maintenance
Director**

15026 Wells Hwy
Seneca, SC 29678

Phone: 864.888.1446
Fax: 864.888.1450
Email:
dpeay@oconeesc.com

To Whom it may Concern,

The Vehicle Maintenance department works on 800+ different assets between County owned and other departments that we assist. The mechanics play a vital role in keeping everything moving and the County working. We have been fully staffed up until the last few months. We have had Three mechanics resign in the last 4 months when we had one leave in March and the other two leave between the end of May and June. This has put a lot of workload stress on my remaining employees. Outstanding work orders are something we don't track. We are based on a month by month work order close out so that all departments can reconcile their budgets for charges occurred that month due to the system we use. I cannot provide data you are requesting at this time. We are working on a way to track this so that we can provide better data in the future. Please understand that my staff has experience but they do not have the institutional knowledge sometimes required to more easily diagnose equipment. Being fully staffed helps by allowing the mechanics time to more safely and effectively work on equipment. I ask that Counsel consider reopening the three mechanic positions I have vacant at this time. I will be attaching the last five years' worth of work orders and cost to this email.

Thank you

One County, One Mission.


Dwayne Peay
Vehicle Maintenance Director





Work Order Count

Jessica Patterson: 7/11/2023 8:08:53 AM

7/1/2022 - 6/30/2023

[Created is greater or equal to '7/1/2022'] [AND Completed is less or equal to '6/30/2023']

	Hours	Labor Costs	Part Costs	Other Costs	Total Costs	# of WOs
OCONEE COUNTY FLEET MAINTENANCE	0.00	\$0.00	\$1340641.98	\$0.00	\$1340641.98	3421
Grand Totals	0.00	\$0.00	\$1340641.98	\$0.00	\$1340641.98	3421



Work Order Count

Jessica Patterson: 7/11/2023 8:07:28 AM

7/1/2021 - 6/30/2022

[Created is greater or equal to '7/1/2021'] [AND Completed is less or equal to '6/30/2022']

	Hours	Labor Costs	Part Costs	Other Costs	Total Costs	# of WOs
OCONEE COUNTY FLEET MAINTENANCE	0.00	\$0.00	\$929563.43	\$0.00	\$929563.43	2979
Grand Totals	0.00	\$0.00	\$929563.43	\$0.00	\$929563.43	2979



Work Order Count

Jessica Patterson: 7/11/2023 8:06:12 AM

7/1/2020 - 6/30/2021

[Created Is greater or equal to '7/1/2020'] [AND Completed is less or equal to '6/30/2021']

	Hours	Labor Costs	Part Costs	Other Costs	Total Costs	# of WOs
OCONEE COUNTY FLEET MAINTENANCE	75.00	\$1125.00	\$976829.49	\$0.00	\$977954.49	3129
Grand Totals	75.00	\$1125.00	\$976829.49	\$0.00	\$977954.49	3129



Work Order Count

Jessica Patterson: 7/11/2023 8:05:13 AM

7/1/2019 - 6/30/2020

[Created is greater or equal to '7/1/2019'] [AND Completed is less or equal to '6/30/2020']

	Hours	Labor Costs	Part Costs	Other Costs	Total Costs	# of WOs
OCONEE COUNTY FLEET MAINTENANCE	56.45	\$846.75	\$780165.27	\$0.00	\$781012.02	3301
Grand Totals	56.45	\$846.75	\$780165.27	\$0.00	\$781012.02	3301



Work Order Count

Jessica Patterson: 7/11/2023 7:53:39 AM

7/1/2018 - 6/30/2019

[Created is greater or equal to '7/1/2018'] [AND Completed is less or equal to '6/30/2019']

	Hours	Labor Costs	Part Costs	Other Costs	Total Costs	# of WOs
OCONEE COUNTY FLEET MAINTENANCE	62.20	\$933.00	\$891418.35	\$0.00	\$892351.35	3388
Grand Totals	62.20	\$933.00	\$891418.35	\$0.00	\$892351.35	3388

Jennifer C. Adams

From: Amanda Brock
Sent: Tuesday, July 18, 2023 10:12 AM
To: Council District 1; Council District 2; Council District 3; Council District 4; Council District 5
Cc: Jennifer C. Adams; David Root
Subject: FW: Hiring freeze release of position justification

Please see below for Roads & Bridges request for lifting of hiring freeze.
I will have one final request from the Library in just a bit...

[Amanda F. Brock](#)
Administrator
Oconee County
415 S. Pine St. / Walhalla / SC
29691
864.638.4245
abrock@oconeesc.com

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From: Kyle Reid <kreid@oconeesc.com>
Sent: Tuesday, July 18, 2023 9:32 AM
To: Amanda Brock <abrock@oconeesc.com>
Subject: Hiring freeze release of position justification

Ms. Brock,
Please see information below showing 5 years of road work order requests with average days to complete work:

FY2018-FY2019
Work orders Opened and Closed: 1350
Average Days to complete work: 69

FY2019-FY2020
Work orders Opened and Closed: 1455
Average Days to complete work: 98

FY2020-FY2021
Work orders Opened and Closed: 1177

Average Days to complete work: 63

FY2021-FY2022

Work orders Opened and Closed: 1174

Average Days to complete work: 46

FY2022-FY2023

Work orders Opened and Closed: 873

Average Days to complete work: 27

Notes:

1. FY 19/20 shows a large increase in work orders and time to complete largely due to damage done by February flooding, the Seneca tornado, and covid.
2. Roads and Bridges crew members in the course of their work will put in work orders that they see and complete. We have had less work orders put in by staff because of lower staffing levels.
3. Average days to complete work orders has been lowered due to more timely reporting of work completed. In the spring of 2022 we reviewed work orders that were still open. The majority of them had already been completed and not closed out in the system.
4. The lower average days to complete work the past couple of years is because the department has become largely more targeted on work orders which is reactive in nature. In the past we were able to be more proactive with our maintenance.

Other information to consider:

1. The Road Department has crew leaders directing the onsite work of seven crews. In the last couple of years we have had to combine the Arbor and Asphalt Crews into one crew to have enough people to perform the work necessary for those respective crews. In the last year several crews have become short staffed making it necessary to shut down other crews to combine for certain jobs.
2. The crew that we have historically not pulled staff from has been the Mowing Crew. With staffing shortages over the last couple of years we have not been able to cover when someone has been out on the Mowing Crew. This has led to us being more than a month behind our scheduled mowing routes for the past two years. With the Mowing Crew leader retiring this week and another Mowing Crew employee going through the SCDOT hiring process we are looking at only two employees on a crew of four with no other employees able to cover without shutting another crew down completely.

I respectfully request allowing the Roads and Bridges Department to be allowed to hire for all open crew and crew leader positions to allow us to better serve the citizens of the county in a safer and more efficient manner. This would leave the County Engineer and Right of Way Technician positions in the hiring freeze. Please let me know if you have any questions.

Thank you,
W. Kyle Reid
Assistant Director of Public Works
Oconee County Roads & Bridges
15022 Wells Hwy – Seneca, SC 29678
Phone: (864) 886-1072
Fax: (864) 886-1071

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Hello Amanda:

Our Youth Services Librarian will be leaving for a new opportunity at the end of July 2023. While I understand there is a hiring freeze, a delay in filling this critical position would impact a very large portion of our most public-facing and most publicized events and programs.

In the past year, the Youth Services department of the library planned and delivered 313 programs (all free to the public) that were attended by 11,466 participants. As part of their duties, the YS librarian also serves as a liaison to the school district. Last fiscal year, the YS department made visits to school literacy nights, book fairs, and other school events throughout the year. Combine this with visits in the spring specifically to support the upcoming Summer Reading program and the YS department saw nearly 4,200 K-12 students at these visits. Last year's Summer Reading program saw 1,327 youth and adults participate, with 611 people completing. The YS librarian is also responsible for ordering youth materials for all library branches which will impact the availability of materials throughout the coming fiscal year.

It is critical that we be able to fill this position without delay, as planning for Summer Reading 2024 typically would start in September, with programming reservations and supporting grants being done no later than January of the next year. Youth Services programming was one of the first and most visible services we could start offering after COVID-19 restrictions were lifted. A delay in hiring this position will set back progress made over the last three years.

Thank you.

Blair

Blair T. Hinson

Library Director

Oconee County Public Library

501 W. South Broad Street

Walhalla, SC 29691 (864) 364-5705

bhinson@oconeesc.com

Website: oconeelibrary.org



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**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: 07-18-2023
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE: [Brief Statement]

The Sheriff's Office is seeking approval to place the school resource officer at Walhalla Middle School under the supervision of the Sheriff as an employee of Oconee County.

BACKGROUND DESCRIPTION:

There are currently eighteen (18) school resource officers in Oconee County, seventeen (17) currently work for the Sheriff's Office while one (1) works for the Walhalla Police Department. The Walhalla City Officer is retiring. The Walhalla City Police Chief, the Sheriff and the School District have been in agreement when the Walhalla City officer retires, the replacement would be a Sheriff's Deputy.

SPECIAL CONSIDERATIONS OR CONCERNS: [only if applicable]

Salary and fringe benefits for this position is compensated by the School District. The only cost to Oconee County will be the needed equipment for the Deputy, along with a vehicle. In addition to the salary and fringe benefits, the School District has agreed to reimburse the Sheriff's Office up to \$20,000 to go toward the first-year cost for equipment and a vehicle.

FINANCIAL IMPACT:

The Sheriff's Office will need \$17,150.00 to pay for the remainder of the first-year cost associated with this position.

ATTACHMENTS

The first-year costs for equipment for this position.

STAFF RECOMMENDATIONS:

It is staff's recommendation replace the Walhalla Middle School Resource Officer position with a Sheriff's Deputy. This will ensure continuity with policies, procedures and training with all school resource officers in Oconee County.

Submitted or Prepared By:

Approved for Submittal to Council:

Department Head/Elected Official

Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



OCONEE COUNTY SHERIFF'S OFFICE

Physical: 300 South Church St, Walhalla, SC 29691

Mailing: 415 South Pine St, Walhalla, SC 29691

Mike Crenshaw, Sheriff

To: Sheriff Mike Crenshaw

Fr: Captain Jimmy Dixon

Re: New SRO Position

Dt: June 28, 2023

With the retirement of Lt. Bennett from Walhalla City PD, our agency will now have to provide the SRO for Walhalla Middle School. This position will begin with the start of the 2023-2024 school year. The below costs are those associated with the added position to our current SRO staff.

EQUIPMENT	COST
Vehicle (to be purchased from Federal Surplus)	20,000.00
Cost to paint the vehicle	4,000.00
Vehicle stripes & decals	400.00
Vehicle emergency equipment	2,000.00
Laptop	1,800.00
Portable Radio	1,800.00
Uniforms	900.00
Body Armor	700.00
Duty Gear	650.00
Glock mdl. 17	500.00
Glock mdl. 43	400.00
Taser	2,500.00
Rifle	900.00
Cell Phone (annual service)	600.00
TOTAL COST	\$37,150.00

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: July 18, 2023
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Request for Council’s consideration to support the Oconee County application for the South Carolina Parks, Recreation and Tourism “Undiscovered SC” grant and approval to commit matching funds, not to exceed \$50,000, for the further development of the Foothills Farmstead.

Amount: Not to exceed \$50,000

BACKGROUND DESCRIPTION:

- On October 10, 2019, Oconee County entered into a Ground Lease Agreement with the Foothills Farmstead for property designated as “Lease Parcel 2” on the survey by Stephen R. Edwards. On June 06, 2023, Oconee County Council voted to add Tract I as additional property to allow for further expansion of the historical farmstead and related facilities.
- The Foothills Farmstead is requesting funds for further development of the Foothills Farmstead site, including the assembly of a 1920s schoolhouse, the rebuilding of three large, working fireplaces and chimneys on the main farmhouse, the installation of a pre-fabricated restroom facility and clearing/paving for the development of an access area and parking.
- South Carolina Parks, Recreation and Tourism “Undiscovered SC” is accepting grant applications until July 23, 2023.
- A “Letter of Intent” has been submitted and approved by SCPRT for a request from the Foothills Farmstead in the amount of \$50,000.
- It is a 1:1 matching grant.
- If approved, the grant money would be financially managed/lead applicant by Oconee County, with Foothills Farmstead as the Project Management. Bring the recipient of SCPRT funds.
- The SCPRT grant is a reimbursing grant, if award, Oconee County would be reimbursed for spent funds as often as monthly, up to \$50,000 total with required reimbursable documentation to SCPRT.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

FINANCIAL IMPACT [Brief Statement]:

The balance of funding needed for the grant would come from the Capital Projects Fund and would not exceed \$50,000. The allocation of funds is contingent on the award from the SCPRT “Undiscovered SC” grant.

Approved by: _____ **Finance**

Are Matching Funds Available: Yes / No

Approved by: _____ **Grants**

ATTACHMENTS:

Brief Project Description and Budget

STAFF RECOMMENDATION [Brief Statement]:

It is the staff’s recommendation that Council support Undiscovered SC grant application for the purpose of further developing the Foothills Farmstead historical site, and approve the commitment for matching funds, if awarded.

Submitted or Prepared by:

Approved for Submittal to Council:

Brittney Martin, Interim Grants Writer

Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

— The —
FOOTHILLS

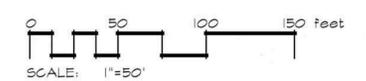
FARMSTEAD

c.1925



bluestem
LANDSCAPE DESIGN LLC

Jon Fritz
Landscape Designer
bluestemlandscape@gmail.com
864.630.1875











Chimney Rebuild (x3)
The Foothills Farmstead

*** Note: DPI Masonry is who built the foundation of the farmhouse. Estimates above are for labor costs only. Materials are already onsite, most of which were reusable from the original location.

Photos:



Photo of 1 (of 3) chimneys to be rebuilt. This photo was taken shortly after the dismantling began.



This photo shows the lower section of one chimney. All three chimneys have a granite base and firebox inside.



This photo is from another house in Oakway built by the same builders in late 1800s. The fireplaces are all of the exact same style: solid rock sides and brick starting from the middle of the firebox and up.



 Your cart



\$0.00 

Double Portable Toilet



Height

7.7 feet

Width

7 feet

Length

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Ok



\$3,873.84

1

Add to cart



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This portable toilet 2 private stalls portable restroom is designed to provide porta potties to construction sites and special outdoor public events for people’s convenience. This portable restroom booth gives you peace of mind that you can have a clean and simple restroom during outdoor celebrations and events. The portable toilet 2 private stalls portable restroom features a toilet, a sink, a light, and an extractor, and it is a full-service portable restroom kiosk that is similar to a bathroom in your house. Restrooms and toilets are an everyday, inevitable part of life, and we understand your urgency, and we want to

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Ok

Our portable toilets need to be supplied with city water or well pump water and all portable toilets' "sewage" needs to have a city sewage system connected or a simple septic tank system.

The double portable toilet is a great outdoor solution! These kinds of portable toilets are designed to last a long time.

They are affordable, durable, and dynamic units to create comfort for everyone using them.

Our entire structure is designed by the best engineering team. This unit has PVC vinyl waterproof flooring, a frame with powder coated treatment ESP board (50mm thickness), a heat insulation window, and a security lock system.

All our systems are designed to give you versatility at the time of installation.

How convenient is an industrial double portable toilet?

Our portable washrooms are a very convenient solution whenever you need to get a non-permanent bathroom. These toilets are spacious, functional, and stylish, making you feel at home when using them.

This industrial double portable toilet provides the same comfort and privacy as any indoor restroom. Also, they have integrated light and power outlets, you only need to plug the toilet into the electricity and it will be ready to go. This makes it a great option for different scenarios.

Great to be used in:

- Movie sets
- Construction sites
- Temporary renovation sites
- Natural disasters aid locations
- Trail heads
- Camp grounds

Double toilet specifications

Dimensions

4.3L 7W 7.7H (ft)

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Floor	PVC Vinyl Flooring
Power	110V, 50Hz
Door	Swing Door with Lock
Frame	Steel
Window	Plastic-Steel Glass
Lifespan	+10 years

The term “lifespan” refers to the durability of the materials themselves, not to the structural integrity of the canopy once assembled.

The structural integrity of the canopy once assembled may be affected by sudden climate conditions such as high winds, heavy snow, and heavy rain, among others. We strongly recommend checking the weather forecast and always taking into account the limitations above described.

Frequently question

1. How does the drain work? or how does the sewage work?

Connect water supply and drainage tubes.

2. What are the materials?

PVC waterproof floor, frame with powder coated treatment ESP board(50mm thickness), Heat insulation window, security lock system

3. Do you have installation instructions?

Don't need install. Only connect water and electricity system.

4. How does the lighting work?

Connect electricity system

5. Do we have any warranty on this?

1 year

Illustration of what you need for these toilets

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Ok

Budget Estimates			
Description	Total	Grant	Other
School House Reassembly			
New Roofing (old tin syle)	\$ 3,500.00	\$ 1,750.00	\$ 1,750.00
Labor (4 workers at \$15/hr. for 800 hrs each)	\$ 48,000.00	\$ 24,000.00	\$ 24,000.00
Chimney Reconstruction for Farmhouse			
Labor	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00
Prefabricated Restroom Installation			
Purchase of Prefabricated Facility	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00
Installation of Water and Sewer	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
Parking Area			
Clearing Access Point and Parking Area	\$ 2,500.00	\$ 1,250.00	\$ 1,250.00
New Asphalt	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00

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STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

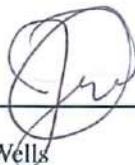
IN RE: Council Meetings

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/06/2023 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
01/06/2023



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 13, 2030



Jessica Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030

LEGAL S

The Oconee County Council will meet in 2023 on the first and third Tuesday of each month with the following exceptions:

• July & August meetings, which will be only on the third Tuesday of each of these months;

• December meeting, which will be only the first Tuesday of the month. All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 24, 2023 in Council Chambers to establish short and long term goals. Oconee County Council will also meet on Tuesday, January 2, 2024 in Council Chambers at which point they will establish their 2024 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 24, 2023 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2023 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following



Find the home that's right for **YOU!**

THE JOURNAL

U-STOR-IT

Mini Warehouse

Inside • Outside • No Cameras
Fenced • Not Gated • Lighted

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ACCOUNTING MANAGER

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Got Some Spring Repair Projects?

Oconee County Council

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864 718-1024

E-mail:
jennifercadams@oconeesc.com

John Elliott
District I

Matthew Durham
Chairman
District II

Don Mize
Vice Chairman
District III

Julian Davis, III
District IV

J. Glenn Hart
Chairman Pro Tem
District V



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Oconee County Council Committees will meet in 2023 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 21, May 16, July 18, & September 19, 2023.

The Transportation Committee at 4:30 p.m. on the following dates: February 21, May 16, July 18, & September 19, 2023.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 21, June 6, August 15, & October 17, 2023.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 21, June 6, August 15, & October 17, 2023.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 24 [Strategic Planning Retreat] & March 24 [Budget Workshop] and 4:30 p.m. on the following dates: March 7, April 18, & May 2, 2023.

OCONEE CODE OF ORDINANCES

Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not preempted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Facility means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

Meeting means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.

- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
 - (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
 - (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
 - (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
 - (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
 - (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
 - (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
 - (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.
- (d) *Penalty for violation of section.* 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 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: ORDINANCE 2023-12

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 06/21/2023 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager



Jessica Wells
Notary Public
State of South Carolina
My Commission Expires November 13, 2030

Subscribed and sworn to before me this
06/21/2023



Jessica Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030

305 FIVE STREET WALHALLA,
29691, within eight (8) months
after the date of the first publication
of this Notice to Creditors or within
one (1) year from date of death,
whichever is earlier (SCPC 62-3-
11, et seq.), or such persons shall
be forever barred as to their claims.

All claims are required to be pre-
sented in written statements on the
prescribed form (FORM #371ES)
indicating the name and address of
the claimant, the basis of the claim,
the amount claimed, the date when
the claim will become due, the na-
ture of any uncertainty as to the
claim, and a description of any se-
curity as to the claim.

Estate: Georgia Alford Morris
Date of Death: 04/26/2022
Case Number: 2022ES3700726
Personal Representative:
Robert Lee Morris, III
Address: 104 Mariner Pointe
Tr., Salem, SC 29676

Estate: Mattie Bell Johns
Date of Death: 11/28/2022
Case Number: 2023ES3700129
Personal Representative:
Cathy Johns
Address: 273 B. Cedar Wood
Lunch Rd.,
Westminster, SC 29693

Estate: Mary Ruddy
Date of Death: 04/30/2023
Case Number: 2023ES3700390
Personal Representative:
Patricia Shearburn
Address: 331 Knollwood Dr.,
Salem, SC 29676

Estate: Peggy Lynn Pelfrey
Date of Death: 01/15/2023
Case Number: 2023ES3700406
Personal Representative:
Evelyn Marcus
Address: 607 Lem Burton Rd.,
Westminster, SC 29693
Co-Personal Representative:
Sam Burton
Address: 545 South Bibb St.,
Westminster, SC 29693

Estate: James Kevin Bowen
Date of Death: 05/24/2023
Case Number: 2023ES3700413
Personal Representative:
Justin C. Bowen
Address: 207 W. Freeman Rd.,
Westminster, SC 29693

Estate: James Furman Isbell
Date of Death: 05/14/2023
Case Number: 2023ES3700422
Personal Representative:
Rosa Lee Entrekin Isbell
Address: 104 Cleland Dr.,
Westminster, SC 29693

Estate: Naoma Baldwin Waters
Date of Death: 04/28/2023
Case Number: 2023ES3700425
Personal Representative:
Patricia Craig
Address: 104 Bradbury Way,
Westminster, SC 29693

Estate: King David Gilbert
Date of Death: 05/21/2023
Case Number: 2023ES3700430
Personal Representative:
James O. Gilbert
Address: 108 West South 2nd
St., Seneca, SC 29678

Estate: Jere Andrew Jackson
Date of Death: 01/18/2023
Case Number: 2023ES3700112
Personal Representative:
Wanda Jackson
Address: 857 Pickett Post Rd.,
Walhalla, SC 29691

Estate: Harold Benard Head
Date of Death: 03/27/2023
Case Number: 2023ES3700454
Personal Representative:
Janet Elaine Head Neville
Address: P.O. Box 735
Walhalla, SC 29691
Attorney, if applicable:
Emma W. Morris
Address: P.O. Box 795
Seneca, SC 29679

NOTICE:
To all persons who may have an
interest in the estate of "Emma C

the County.

There will be a public hearing held
at 6 pm on Tuesday, July 18, 2023
in Oconee County Council Cham-
bers located at 415 S. Pine St.,
Walhalla, SC for the following:

ORDINANCE 2023-12 AN OR-
DINANCE AUTHORIZING, PUR-
SUANT TO TITLE 12, CHAPTER
44 OF THE CODE OF LAWS OF
SOUTH CAROLINA 1976, AS
AMENDED, THE EXECUTION
AND DELIVERY OF A FEE-IN-
LIEU OF AD VALOREM TAXES
AND SPECIAL SOURCE REV-
ENUE CREDIT AGREEMENT
BY AND BETWEEN OCONEE
COUNTY, SOUTH CAROLINA,
AND PROJECT IRON MAN, ACT-
ING FOR ITSELF, ONE OR MORE
CURRENT OR FUTURE AFFILI-
ATES AND OTHER PROJECT
COMPANIES (COLLECTIVELY,
"COMPANY"); PROVIDING FOR
A FEE-IN-LIEU OF AD VALOREM
TAXES INCENTIVE; PROVID-
ING FOR A SPECIAL SOURCE
REVENUE CREDIT; DEVELOP-
ING A JOINT COUNTY INDUS-
TRIAL AND BUSINESS PARK BE-
TWEEN OCONEE COUNTY AND
PICKENS COUNTY SO AS TO
DESIGNATE THE PROPERTY OF
THE PROJECT AS PART OF THE
PARK; AND OTHER RELATED
MATTERS.

Yard Sale?

Call 864-973-6676
today to place an ad!

EDWARDS PRINTING

Immediate Opportunity Available!

Full-Time Press Operator

All applicants must have reliable transportation,
be able to work flexible hours and have good
manual dexterity. Previous printing experience a
plus, but willing to train the right person.

the Court may grant a DIVORCE and grant the Plaintiff the relief requested in the Complaint.

There will be a public hearing held at 6 pm on Tuesday, July 18, 2023 in Oconee County Council Chambers located at 415 S. Pine St., Walhalla, SC for the following:

ORDINANCE 2023-13 AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$25,000,000 FOR THE PURPOSE OF DESIGNING, ACQUIRING, CONSTRUCTING, INSTALLING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS, INCLUDING WASTEWATER IMPROVEMENTS AND RELATED EQUIPMENT; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS.

This is notice of a preliminary public hearing for the above-captioned ordinance. The statutorily-required public hearing will be held at a future date, the notice of which will be published in advance of that hearing.



Public Comment SIGN IN SHEET

July 18, 2023

6:00 PM

The Public Comment Sessions at this meeting is limited to a total of 50 minutes, 5 minutes per person. Please be advised that citizens not utilizing their full four [5] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	ROGER NORWOOD	
2	Terri Baumann	Port Santorini's water lines & roads
3	Katey Whitesel	Port Santorini water lines
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

July 18, 2023 ~ 6:00 p.m.

ORDINANCE 2023-12 AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND PROJECT IRON MAN, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; DEVELOPING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF THE PARK; AND OTHER RELATED MATTERS.

ORDINANCE 2023-13 AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$25,000,000 FOR THE PURPOSE OF DESIGNING, ACQUIRING, CONSTRUCTING, INSTALLING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS, INCLUDING WASTEWATER IMPROVEMENTS AND RELATED EQUIPMENT; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS.

(This is a preliminary public hearing for the above-captioned ordinance. The statutorily-required public hearing will be held at a future date, the notice of which will be published in advance of that hearing.)

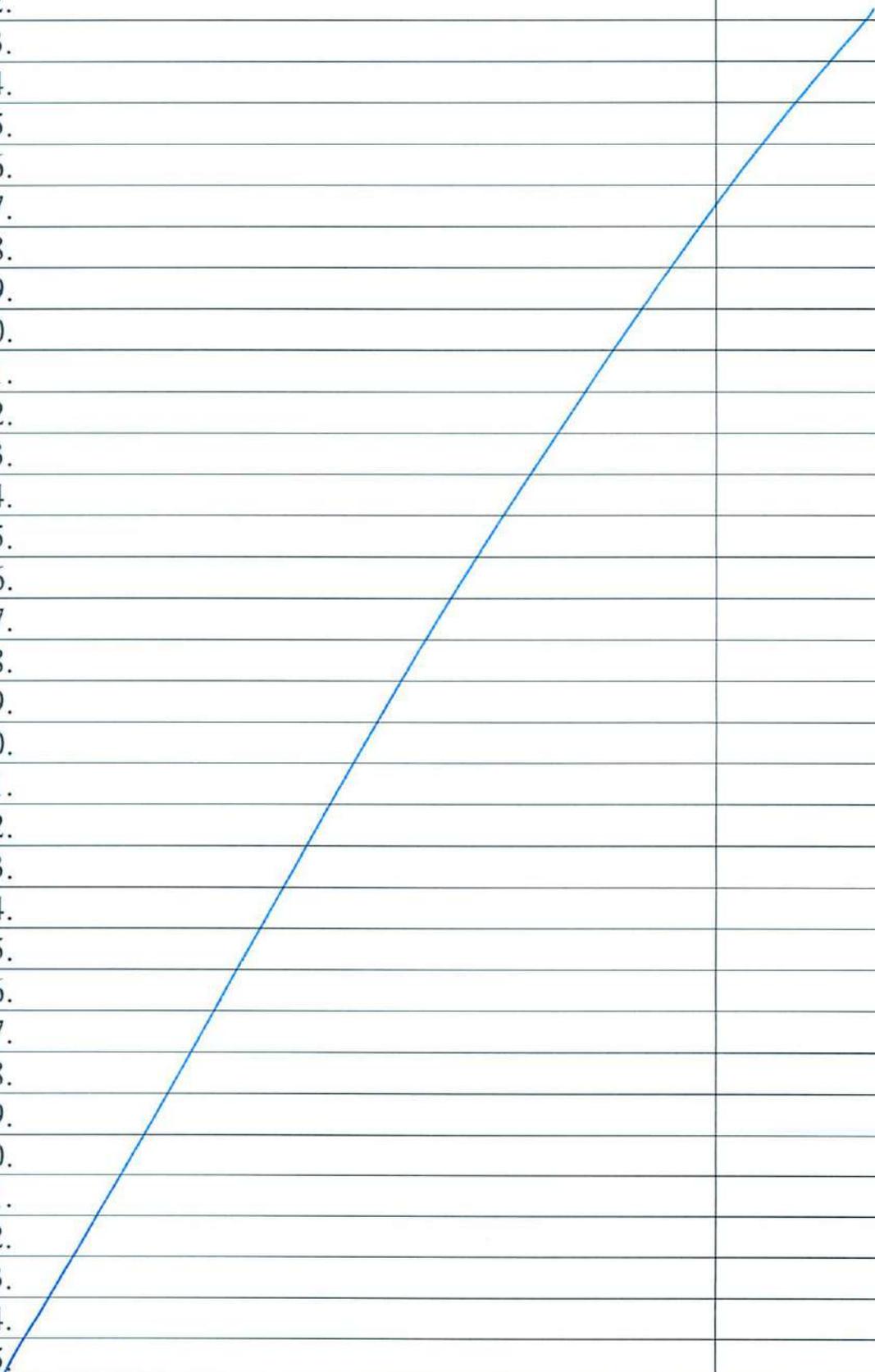
Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

PRINT Your Name & Check Ordinance[s] You Wish to Address

	Ordinance #	ORD 2023-12	ORD 2023-13
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BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 010 General Fund						
080 Local Revenue	55,149,500.00	2,526,673.51	54,756,922.09	0.00	392,577.91	1
081 State Revenue	3,918,343.00	0.00	3,456,859.01	0.00	461,483.99	12
082 Federal Revenue	199,500.00	163,096.00	174,531.41	0.00	24,968.59	13
090 Other Financing Sources	1,729,677.00	1,019,941.00	1,280,996.08	0.00	448,680.92	26
010 General Fund	60,997,020.00	3,709,710.51	59,669,308.59	0.00	1,327,711.41	2

FY 2023 - Revenues - will be recognized for 60 days.
This will be for All Funds.

Expenditures - will be Accrued for 45 days.
This will be for All Funds.

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 010 General Fund						
080 Local Revenue	2,442,080.00	0.00	0.00	0.00	2,442,080.00	100
095 Other Financing Uses	149,367.00	85,000.00	85,447.29	0.00	63,919.71	43
101 Sheriff	11,024,271.73	1,187,532.76	10,891,822.62	69,272.88	63,176.23	1
103 Coroner	374,596.00	48,879.33	373,155.78	168.20	1,272.02	0
104 Communications	1,996,158.00	211,407.88	1,954,180.57	35,077.81	6,899.62	0
106 Law Enforcement Center	5,241,572.00	517,862.89	4,885,318.74	69,135.08	287,118.18	5
107 Ems & Fire Services	7,132,311.34	493,004.17	6,113,732.33	991,445.61	27,133.40	0
110 Animal Control	732,662.25	63,410.51	690,912.21	146.72	41,603.32	6
120 Sheriff'S Bailiffs	50,000.00	5,839.60	48,053.46	0.00	1,946.54	4
202 Parks, Recreation, & Tour	942,004.00	92,396.13	779,974.36	417.67	161,611.97	17
203 High Falls Park	509,196.00	49,544.88	506,979.52	41.74	2,174.74	0
204 South Cove Park	613,882.00	53,349.81	610,977.39	0.00	2,904.61	0
205 Chau Ram Park	398,469.00	35,006.59	363,335.66	998.35	34,134.99	9
206 Library	1,591,324.00	114,157.79	1,463,894.92	6,784.00	120,645.08	8
301 Assessor	1,110,307.00	68,648.94	1,092,676.47	0.00	17,630.53	2
302 Auditor	683,476.00	50,562.92	630,633.32	35,073.10	17,769.58	3
303 Brd Of Assessment Appeals	7,526.00	52.89	4,840.52	0.00	2,685.48	36
305 Delinquent Tax	449,571.00	45,462.08	371,766.50	67,540.46	10,264.04	2
306 Treasurer	716,729.00	50,418.25	674,230.93	382.65	42,115.42	6
402 Dept Of Social Services	12,700.00	858.96	10,602.03	0.00	2,097.97	17
403 Health Department	29,150.00	1,588.38	27,785.70	0.00	1,364.30	5
404 Veterans' Affairs	235,175.00	26,244.23	230,563.78	162.59	4,448.63	2
501 Clerk Of Court	854,291.00	101,402.00	848,482.12	1,055.68	4,753.20	1
502 Probate Court	424,127.00	52,514.73	425,176.32	0.00	-1,049.32	0
504 Solicitor	960,004.00	122,315.73	848,397.27	0.00	111,606.73	12
509 Magistrate	1,031,658.86	81,438.77	908,715.60	1,104.44	121,838.82	12
510 Public Defender	250,000.00	0.00	250,000.00	0.00	0.00	0
601 Road Department	3,101,133.00	257,328.31	2,740,244.22	6,430.15	354,458.63	11
702 Building Codes	718,647.00	64,001.67	668,980.28	12,123.30	37,543.42	5
704 County Council	326,751.00	17,260.06	319,114.76	3,368.67	4,267.57	1
705 Direct Aid	726,372.00	6,000.00	645,811.87	0.00	80,560.13	11
706 Delegation	36,557.00	6,166.56	21,866.34	247.20	14,443.46	40
707 Economic Development	644,752.00	42,665.16	642,757.15	1,899.62	95.23	0
708 Finance Department	745,308.00	77,688.85	744,362.61	0.00	945.39	0
709 Non-Departmental	3,160,678.14	2,176,317.35	5,022,805.43	372,317.62	-2,234,444.91	-71
710 Human Resources	398,751.00	50,140.58	395,746.64	1,618.83	1,385.53	0
711 Information Technology	1,528,358.28	122,298.31	1,467,225.18	59,733.07	1,400.03	0
712 Planning Department	380,272.00	36,613.14	328,594.58	243.69	51,433.73	14
713 Procurement	250,378.00	24,976.46	241,345.68	201.73	8,830.59	4
714 Facilities Maintenance	1,549,924.00	159,477.42	1,496,091.00	31,900.00	21,933.00	1

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
715 Registration & Elections	298,458.00	20,386.87	293,651.62	0.00	4,806.38	2
716 Soil & Water Conservation	91,281.00	8,907.05	90,802.58	0.00	478.42	1
717 Administrator'S Office	640,602.00	77,211.73	591,757.23	43,586.00	5,258.77	1
718 Solid Waste Department	6,983,605.90	717,034.68	6,275,567.35	492,013.73	216,024.82	3
720 Airport	2,606,305.50	366,647.66	2,088,938.27	52,709.02	464,658.21	18
721 Vehicle Maintenance	1,081,237.00	78,637.61	1,008,771.02	0.00	72,465.98	7
735 Register Of Deeds	355,909.00	36,680.27	321,363.21	17,432.30	17,113.49	5
741 County Attorney	379,792.00	43,020.97	361,954.33	0.00	17,837.67	5
799 Poll Workers	6,000.00	1,815.00	54,033.28	0.00	-48,033.28	-801
010 General Fund	65,973,680.00	7,950,175.93	60,913,440.04	2,374,631.91	2,685,608.05	4

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 017 Rock Quarry Enterprise Fund						
080 Local Revenue	8,590,167.74	1,276,666.29	9,139,250.61	0.00	-549,082.87	-6
017 Rock Quarry Enterprise Fund	8,590,167.74	1,276,666.29	9,139,250.61	0.00	-549,082.87	-6

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 017 Rock Quarry Enterprise Fund						
095 Other Financing Uses	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	0
719 Rock Quarry	8,101,762.74	849,372.60	7,474,643.72	118,114.93	509,004.09	6
017 Rock Quarry Enterprise Fund	9,101,762.74	1,849,372.60	8,474,643.72	118,114.93	509,004.09	6

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 020 Uninc Emergency Services Protection Srf						
080 Local Revenue	1,532,580.46	26,876.74	1,755,011.53	0.00	-222,431.07	-15
020 Uninc Emergency Services Protection Srf	1,532,580.46	26,876.74	1,755,011.53	0.00	-222,431.07	-15

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 020 Uninc Emergency Services Protection Srf						
107 Ems & Fire Services	1,475,054.50	19,219.82	1,001,330.96	76,038.68	397,684.86	27
199 Emerg. Serv. Volunteers	200,000.00	0.00	143,600.45	0.00	56,399.55	28
020 Uninc Emergency Services Protection Srf	1,675,054.50	19,219.82	1,144,931.41	76,038.68	454,084.41	27

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 090 County Debt Service Fund						
080 Local Revenue	1,857,268.00	27,019.89	1,326,336.50	0.00	530,931.50	29
090 County Debt Service Fund	1,857,268.00	27,019.89	1,326,336.50	0.00	530,931.50	29

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 090 County Debt Service Fund						
854 2020 Go Refunding Bond	856,833.00	0.00	856,833.00	0.00	0.00	0
858 2016B Go Bond	401,010.00	0.00	398,992.72	0.00	2,017.28	1
862 2014 SsrB Refunding Bond	319,907.00	0.00	323,817.82	0.00	-3,910.82	-1
893 2019 Go Bond Keowee Fire	58,378.00	0.00	0.00	0.00	58,378.00	100
894 2022 Go Bond- Keowee Fire	0.00	0.00	-22,464.75	0.00	22,464.75	0
896 2013 Go Bond -Echo Hills	221,140.00	0.00	221,171.25	0.00	-31.25	0
090 County Debt Service Fund	1,857,268.00	0.00	1,778,350.04	0.00	78,917.96	4

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 210 Sheriff'S Victims Assistance Srf						
080 Local Revenue	54,000.00	0.00	72,856.41	0.00	-18,856.41	-35
090 Other Financing Sources	40,000.00	40,000.00	40,000.00	0.00	0.00	0
210 Sheriff'S Victims Assistance Srf	94,000.00	40,000.00	112,856.41	0.00	-18,856.41	-20

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 210 Sheriff'S Victims Assistance Srf						
114 Sheriff'S Victims Assist.	123,336.00	18,415.42	135,126.79	0.00	-11,790.79	-10
210 Sheriff'S Victims Assistance Srf	123,336.00	18,415.42	135,126.79	0.00	-11,790.79	-10

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 215 Solicitor'S Victims Assistance Srf						
080 Local Revenue	24,000.00	0.00	36,847.42	0.00	-12,847.42	-54
090 Other Financing Sources	45,000.00	45,000.00	45,000.00	0.00	0.00	0
215 Solicitor'S Victims Assistance Srf	69,000.00	45,000.00	81,847.42	0.00	-12,847.42	-19

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 215 Solicitor'S Victims Assistance Srf						
512 Solicitor'S Victims Asst	77,532.00	9,346.66	83,405.33	0.00	-5,873.33	-8
215 Solicitor'S Victims Assistance Srf	77,532.00	9,346.66	83,405.33	0.00	-5,873.33	-8

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 225 911 Communications Spec. Rev. Fund						
080 Local Revenue	444,644.25	0.00	109,507.54	0.00	335,136.71	75
081 State Revenue	270,000.00	34,897.78	792,876.69	0.00	-522,876.69	-194
225 911 Communications Spec. Rev. Fund	714,644.25	34,897.78	902,384.23	0.00	-187,739.98	-26

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 225 911 Communications Spec. Rev. Fund						
104 Communications	1,208,644.25	27,021.69	838,814.55	147,879.06	221,950.64	18
225 911 Communications Spec. Rev. Fund	1,208,644.25	27,021.69	838,814.55	147,879.06	221,950.64	18

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 250 Tri-County Technical College Srf						
080 Local Revenue	1,825,000.00	30,904.93	2,046,109.33	0.00	-221,109.33	-12
250 Tri-County Technical College Srf	1,825,000.00	30,904.93	2,046,109.33	0.00	-221,109.33	-12

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 250 Tri-County Technical College Srf						
876 Tri-County Tech Operation	1,626,600.00	0.00	1,626,600.00	0.00	0.00	0
250 Tri-County Technical College Srf	1,626,600.00	0.00	1,626,600.00	0.00	0.00	0

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 260 Road Maintenance Tax Srf						
080 Local Revenue	4,980,897.32	21,668.61	1,430,287.94	0.00	3,550,609.38	71
082 Federal Revenue	220,000.00	0.00	149,434.78	0.00	70,565.22	32
260 Road Maintenance Tax Srf	5,200,897.32	21,668.61	1,579,722.72	0.00	3,621,174.60	70

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 260 Road Maintenance Tax Srf						
601 Road Department	6,245,897.32	11,183.95	1,829,639.93	3,084,235.15	1,332,022.24	21
260 Road Maintenance Tax Srf	6,245,897.32	11,183.95	1,829,639.93	3,084,235.15	1,332,022.24	21

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 315 Economic Development Cap. Proj. Fund						
080 Local Revenue	1,361,212.68	13,607.74	3,289,655.42	0.00	-1,928,442.74	-142
315 Economic Development Cap. Proj. Fund	1,361,212.68	13,607.74	3,289,655.42	0.00	-1,928,442.74	-142

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022
Current Period End Date: 06/30/2023

Oconee County
FY 2022-2023
Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 315 Economic Development Cap. Proj. Fund						
202 Parks, Recreation, & Tour	3,412.55	692.80	15,952.38	0.00	-12,539.83	-367
707 Economic Development	1,357,800.13	47,659.98	335,682.32	71,364.86	950,752.95	70
315 Economic Development Cap. Proj. Fund	1,361,212.68	48,352.78	351,634.70	71,364.86	938,213.12	69

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 320 Bridges And Culverts Cap. Proj. Fund						
080 Local Revenue	621,655.91	10,315.43	678,711.61	0.00	-57,055.70	-9
320 Bridges And Culverts Cap. Proj. Fund	621,655.91	10,315.43	678,711.61	0.00	-57,055.70	-9

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 320 Bridges And Culverts Cap. Proj. Fund						
601 Road Department	621,655.91	5,257.33	113,015.43	30,227.91	478,412.57	77
320 Bridges And Culverts Cap. Proj. Fund	621,655.91	5,257.33	113,015.43	30,227.91	478,412.57	77

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 325 Capital Equipment & Vehicle Cpf						
080 Local Revenue	413,138.28	20,532.56	1,362,951.55	0.00	-949,813.27	-230
090 Other Financing Sources	125,000.00	-19,941.00	0.00	0.00	125,000.00	100
325 Capital Equipment & Vehicle Cpf	538,138.28	591.56	1,362,951.55	0.00	-824,813.27	-153

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 325 Capital Equipment & Vehicle Cpf						
101 Sheriff	438,387.40	40,000.00	776,263.04	44,264.33	-382,139.97	-87
103 Coroner	39,703.00	0.00	39,377.00	326.00	0.00	0
202 Parks, Recreation, & Tour	47,618.00	0.00	47,618.00	0.00	0.00	0
206 Library	0.00	0.00	0.00	48,506.16	-48,506.16	0
301 Assessor	26,036.00	0.00	26,036.00	0.00	0.00	0
601 Road Department	52,165.32	0.00	0.00	398,584.71	-346,419.39	-664
714 Facilities Maintenance	69,552.00	55,422.00	85,699.00	0.00	-16,147.00	-23
717 Administrator'S Office	1,300,000.00	0.00	0.00	0.00	1,300,000.00	100
718 Solid Waste Department	0.00	0.00	604,926.23	0.00	-604,926.23	0
721 Vehicle Maintenance	88,400.00	0.00	88,400.00	0.00	0.00	0
325 Capital Equipment & Vehicle Cpf	2,061,861.72	95,422.00	1,668,319.27	491,681.20	-98,138.75	-5

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 330 Parks, Recreation & Tourism Cpf						
080 Local Revenue	1,881,154.86	13,762.49	834,907.29	0.00	1,046,247.57	56
330 Parks, Recreation & Tourism Cpf	1,881,154.86	13,762.49	834,907.29	0.00	1,046,247.57	56

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 06/30/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 330 Parks, Recreation & Tourism Cpf						
202 Parks, Recreation, & Tour	770,000.00	0.00	0.00	36,250.00	733,750.00	95
203 High Falls Park	0.00	198,081.52	282,982.67	27,288.60	-310,271.27	0
204 South Cove Park	3,617.50	1,900.00	1,900.00	5,517.50	-3,800.00	-105
214 Seneca Creek	1,107,537.36	-1,577,082.40	663,746.35	347,960.85	95,830.16	9
330 Parks, Recreation & Tourism Cpf	1,881,154.86	-1,377,100.88	948,629.02	417,016.95	515,508.89	27

Jennifer C. Adams

From: SHARON HAMILTON <sharonhamilton55@bellsouth.net>
Sent: Tuesday, July 18, 2023 9:33 AM
To: Council District 2; Council District 3; Council District 1; Council District 4; Council District 5
Cc: Council Clerk Info
Subject: Port Santorini Roads Crisis



This message needs your attention

- This is their first email to you.
- This is a personal email address.

Report or Mark as Safe

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Dear Commissioners,

As a long time Oconee County resident and taxpayer, I respectfully wish to point out to you the status of the roads in the subdivision of Port Santorini, which you as county officials are responsible for. They are in a failed state, as will be explained by our board member emeritus Teri Baumann at the July 18 council meeting.

I regretfully am not able to attend this meeting in person but wish to be on record as bringing to your attention the deterioration and unsafe condition of these roads. I request you take action by directing your Count Roads Department to come up with a plan and a timeline to reconstruct these roads up to county standards.

Thank you for your consideration and as always thank you for your service to the citizens of Oconee County.

Sincerely,

Sharon Hamilton

207 Apollo Road
Port Santorini Subdivision
864-710-4913
Sharonhamilton55@bellsouth.net

Jennifer C. Adams

From: Craig Baumann <craig.baumann@att.net>
Sent: Tuesday, July 18, 2023 4:56 PM
To: Council Clerk Info
Subject: Fw: Replacement of water lines in Port Santorini AND Fire Response Concern



This message needs your attention

- This is their first email to you.
- This is a personal email address.

Report or Mark as Safe

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Hello Ms. Adams,

I emailed the council members my comments yesterday , 7/17, so they'd have a copy of what I was planning on speaking about at tonight's meeting. They've also been copied on all my correspondence with the Seneca City Council.

I didn't realize that I should've sent them to you as well.

I apologize.

Terri Baumann

Do not fear, for I am with you; do not be dismayed, for I am your God. I will strengthen you and help you; I will uphold you with my righteous right hand. ~Isaiah 41:10

----- Forwarded Message -----

From: Craig Baumann <craig.baumann@att.net>

To: John Elliot <district1@oconeesc.com>

Cc: Matthew Durham <district2@oconee.sc.com>; Don Mize <district3@oconeesc.com>; Julian Davis <district4@oconeesc.com>; James Glenn <district5@oconeesc.com>; Scott Moulder <smoulder@seneca.sc.us>; Dan Alexander <dalexander@seneca.sc.us>; Denise Rozman <drozman@seneca.sc.us>; WC Honeycutt Jr <whoneycutt@seneca.sc.us>; Ronnie O'Kelly <rokelly@seneca.sc.us>; Dana Moore <dmoore@seneca.sc.us>; Joel Ward <jward@seneca.sc.us>; Lekesha Benson <lekeshab@seneca.sc.us>; Scott Durham <sdurham@seneca.sc.us>; Ernest Riley <eriley@seneca.sc.us>; Norm Cannada <ncannada@upstatetoday.com>

Sent: Monday, July 17, 2023 at 04:58:42 PM EDT

Subject: Fw: Replacement of water lines in Port Santorini AND Fire Response Concern

Dear Mr. Elliott and All County Council Members:

I'm writing to you Mr. Elliott because you are my representative on the County Council. This is my second letter because I did not receive a response from you to my first letter dated 6/6/23. My first letter is attached to this letter for your convenience and to refresh your memory.

Since June 6th, I've spoken at the last two Seneca City Council meetings in order to make the problems with the aging roads and water and sewer lines in Port Santorini part of the public record. That was over a month ago and yet the only city or county council members to actually speak to me have been Matthew Durham, Don Mize, and Denise Rozman. Mayor Alexander and Scott Moulder told me at the June City Council meeting that there was no money available to replace the water lines in Port Santorini, but that they were talking to those involved. I've yet to be given an update from them, or be told what the city and the county plan to do to fix our roads and water lines. It seems that they'd like to just forget about the problem.

You see, the county owns our roads, but the city owns our water and sewer lines and the problem is that neither entity seems to want to do what's necessary to address our aging water lines and roads.

Kyle Reid from County Roads and Bridges had the easements in Port Santorini cleared over 2 years ago in an effort to get ready to repave our roads, and he assures me that the county has the money to repave them, but they don't want to do so until the city replaces our water lines. That would seem to be the financially responsible thing to do. The problem rests with the city in that they refuse to even address our lines and simply repeat, ad nauseum, the mantra of having no money.

Millions of dollars in ARPA money flowed into Oconee County following COVID and it appears every penny of it got allocated to everything BUT our aging water lines.

The county and the city continue to approve more and more new neighborhoods, but I question the wisdom of those decisions when the city cannot maintain the current pipes they own. If they are not putting enough money away for the maintenance of the water lines they currently own, how will they ever afford maintaining even more pipes? It's a question that deserves an answer, especially for those of us who live in Port Santorini. We're all too familiar with the problems that arise with 50 year old water lines. There are currently 105 patches in just 1.5 miles of road that make up Port Santorini. More than one resident has had to deal with raw sewage backing up into their homes. And don't even get me started on how many times the residents have gone without water due to the countless breaks in the failing water lines.

It's high time that this issue stop being ignored, or kicked back and forth between the county and the city. The residents of Port Santorini pay our taxes in order to have good roads and good working pipes and the county and the city need to work together to put the replacement of those items on the calendar, and soon. We are having to deal with a problem not of our making, but one we also cannot fix by ourselves. Surely it's not too much to ask that those who take our money should be able to work together to come up with a plan and get the job done, and that's exactly what the 98 residents of Port Santorini are respectfully asking you to do. Either come up with the money, or come up with a plan and a timetable to get it done. Please stop ignoring us and give us an answer. Thank you.

Terri Baumann

Do not fear, for I am with you; do not be dismayed, for I am your God. I will strengthen you and help you; I will uphold you with my righteous right hand. ~Isaiah 41:10

----- Forwarded Message -----

From: Council District 2 <district2@oconeesc.com>

To: Craig Baumann <craig.baumann@att.net>

Sent: Monday, June 12, 2023 at 10:20:39 AM EDT

Subject: Re: Replacement of water lines in Port Santorini AND Fire Response Concern

Mrs. Baumann,

Could you give me a call sometime or provide me with your number and a good time to call you?

Matthew Durham
Oconee County Council
District 2
(864) 567-6358

CONFIDENTIALITY NOTICE: All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA).

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On Jun 6, 2023, at 9:50 PM, Craig Baumann <craig.baumann@att.net> wrote:

Dear Seneca City Council, and Oconee County Council Members:

My name is Terri Baumann and I'm writing to bring two issues to your attention.

First:

I live at 110 Knossus Court in the Port Santorini Subdivision on South Cove Road which was built in 1974. We have a problem with our roads. There have been well over 200 water line repairs since the last time our roads were repaved. That's because our aging water lines are failing at an ever increasing rate. I don't know when our roads were last repaved, but we are in desperate need of having them done again. Not only are there many patches, but they are also beginning to crumble along the edges. There is even a spot on an old repair that is beginning to sink in. What has to happen before the county realizes our predicament?

County Roads and Bridges agrees with us, and were out here 2 years ago and took down all the trees necessary in order to repave our roads. They refuse to do so, however, until our water lines have been completely replaced, since they are currently 49 years old, and run under our roads. I appreciate their willingness to repave, but I also see their reasoning for waiting until our water lines have been replaced. That just makes sense.

When I called Scott Moulder and asked what it would take to get our water lines replaced, he said there was no money available. Imagine my surprise when the Fire Chief, who recently spoke at our HOA meeting, told us that there is plenty of ARPA (America Rescue Plan Act) money that could be used to help us. He's the reason that I'm contacting you now. When I read the list of roads on the repaving list last week in the paper, I was irritated because ours our worse, yet I've been told repeatedly that there is no money for Port Santorini.

Seneca Light and Water has been out here so many times since I moved in 14 years ago that I've lost count. When I ask them why they just don't replace all of our lines, the workers told me they would love to do exactly that so that they can stop coming out here to make repairs on pipes that are 49 years old! So, the county is willing to repave, and Seneca Light and Water is willing to replace our pipes, we just need to find the money from somewhere in order to get it done. As a taxpayer I'd love to see any available ARPA money come to the aid of Port Santorini if possible.

I'm asking for your help in getting our water lines replaced, so we can have our roads repaved. While we may be a small subdivision, anything you can do that would bring that about would be greatly appreciated by me and our entire neighborhood of 98 owners. If there is something else that I, or my neighbors, can do to help facilitate that happening, please let us know. Anything you all can do to move us closer to getting our water pipes replaced and our roads repaved sooner rather than later will be greatly appreciated.

Second:

Currently the City of Seneca is in charge of providing fire response to our neighborhood. I'm very concerned that Port Santorini could be placed in a situation without fire coverage if the contract with the City of Seneca is not renewed so our fire coverage can continue. I know that the County is currently building a fire substation on Keowee School Road, but as I understand it, it won't be completed before the contract with the City of Seneca Fire Rescue expires. Our subdivision has only one ingress and one egress, so if we have a fire, it could quickly become a very dangerous situation for us. Please see to it that the contract between the City of Seneca and the Fire Rescue is renewed, or at the very least extended, until such time as the county can take over our fire coverage with the new substation. We do NOT want a lapse in our fire coverage!

I'm proud to live in Oconee County. It's a beautiful place to call home.

I do appreciate the efforts of all of you, and I thank you all for your service to the City and the County.

Thank you for taking the time to read my letter.

Terri Baumann

Do not fear, for I am with you; do not be dismayed, for I am your God. I will strengthen you and help you; I will uphold you with my righteous right hand. ~Isaiah 41:10

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