

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2024-23**

AN ORDINANCE AMENDING PORTIONS OF CHAPTERS 32 AND 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN LIMITED REGARDS AND PARTICULARS ONLY, IN ORDER TO REVISE CERTAIN SETBACK-RELATED PROVISIONS, INCLUDING DEFINITIONS AND THE APPLICATION THEREOF; AND OTHER MATTERS RELATED THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (“County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein;

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (“Code of Ordinances”), as amended;

WHEREAS, the County is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use standards in the unincorporated areas of the County;

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, Chapters 32 and 38 of the Code of Ordinances in order to revise certain setback-related provisions, including definitions and the application thereof; and

WHEREAS, County Council has therefore determined to modify Chapters 32 and 38 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

NOW THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Certain provisions related to lot setbacks, as contained in Chapters 32 and 38 of the Code of Ordinances, are hereby revised, rewritten, and amended to read as set forth in Exhibit A, which is attached hereto incorporated herein by reference. Attached hereto as Exhibit B is a version

of Exhibit A which reflects the changes to the prior provisions; Exhibit B is for illustrative purposes only and shall not be codified.

2. County Council hereby approves and adopts Exhibit A and directs that it be codified in the Oconee County Code of Ordinances.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. Nothing contained herein, however, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior land use provision, or decision of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Chapters 32 and 38, not amended hereby, directly or by implication, shall remain in full force.

6. This Ordinance shall take effect and be in full force from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2024.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: September 17, 2024
Second Reading: October 01, 2024
Public Hearing: October 15, 2024
Third Reading: October 15, 2024

EXHIBIT A

Chapter 32:

Sec. 32-212. Definitions.

When used in this article, the following words and terms shall have the meaning indicated. Words and terms not herein defined shall have their customary dictionary definitions. The term "shall" is mandatory. When not inconsistent with the content, words used in the singular number include the plural and those used in the plural number include the singular.

...

Building line (also referred to as Building setback line) means a line beyond which no part of the structure of any building shall project, unless specifically permitted in this Code of Ordinances, with the exception of subsurface projection of footings, measured perpendicular to the property line. This includes, but is not limited to, the building, eaves, porches, decks, chimneys, bay windows, and fire escapes.

...

Flag lot means a lot shaped like a flag on a pole. The "flag" shaped area is situated behind another lot and is the portion of a flag lot where structures may be located. The "pole" shaped area is the portion of the lot by which vehicular access to the flag area from its adjoining road is located. (See Chapter 38 for specific provisions addressing flag lots.)

...

Lot means a single parcel or tract of contiguous land intended as a unit for transfer of ownership, or for building development, or both.

(1) Corner lot means a lot with frontage on at least two intersecting roads located at the point of intersection.

(2) Lot depth means the mean horizontal distance between the front and rear lot lines.

(3) Double frontage lot means a parcel having frontage on two or more roads which is not located at any intersection of such roads.

(4) Lot width, unless indicated otherwise by context, means the straight-line distance between the points where the front building line intersects the two side lot lines.

...

Setback means the required minimum distance between every structure and the lot lines of the lot on which it is located (measured from the road right-of-way at the front of the lot if the road right-of-way projects over the property line, and measured from the property lines on the remaining portions of the property).

...

Setback line means the line indicating the minimum distance permitted between the property line or road right-of-way line, as applicable, and the building line.

...

Yard means a space that lies between the principal building or buildings and the nearest lot line or road right-of-way, as applicable. The minimum required yard shall be unoccupied and unobstructed from the ground upward, except as may be expressly permitted.

(1) *Front yard* means a *yard* situated between the front building line and the front lot line or road right-of-way, as applicable, extending the full width of the lot.

(2) *Rear yard* means a *yard* situated between the rear building line and the rear lot line extending the full width of the lot.

(3) *Side yard* means a *yard* between the side building line and a side lot line that extends from the front *yard* to the rear *yard*.

[Chapter 38 revisions on the following page]

Chapter 38:

Sec. 38-9.3. Dimensional requirements: General provisions and exceptions.

In addition to the dimensional requirements listed below and district dimensional requirements, further dimensional requirements may be set forth in Article 5 for those uses listed as conditional. The control free district shall be exempt from the provisions of this section except provisions listed under item (2), setbacks.

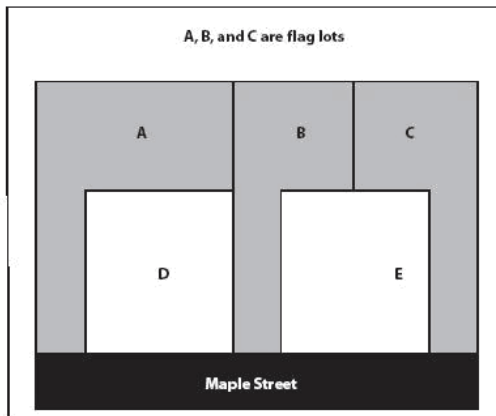
(1) Lot size and configuration.

a. **Public utilities and government.** Public utilities and government uses shall not be subject to the minimum lot size requirements, but shall meet the setback requirements.

b. **Flag lots.** Flag lots may be permitted under the following conditions:

1. The maximum length of the pole of a flag lot shall be 300 feet.
2. The minimum width of the pole of a flag lot shall be 22 feet, and the maximum width of the pole of a flag lot shall be 40 feet.
3. The front setback shall be measured from where the flag portion of the flag lot meets the district minimum width requirements.
4. The pole portion of a flag lot shall not be used to calculate width, or setbacks of the lot, or to provide off-street parking.
5. There shall be no more than one flag lot per each four lots, per subdivision or development.

Flag lot illustration:



(2) Setbacks.

a. The required front, side, and rear yards for individual lots shall be measured inward toward the center of said lot from all points along the respective front, side, and rear property lines of the lot, or from the road right-of-way if applicable. Once the yard areas of a given lot have been

i. The space in any required yard shall be open and unobstructed except for the ordinary projections of window sills, cornices, eaves, window air conditioning units, and other architectural features, provided that such features shall project no more than two feet into any required yard.

k. Steps and heating and cooling units may project into a required yard a distance not to exceed five feet but no closer than five feet of a property line. Fences, freestanding walls, hedges, and septic lines may be located in any setback, so long as they remain on the property.

Sec. 38-12.2. Definitions.

Building setbacks: The minimum distance from the property line or road right-of-way line, as applicable, to the closest projection of the exterior face of buildings, walls, or other form of construction (i.e., decks, landings, terraces, porches, and patios on grade).

Building setback line (also referred to as Building line): The line beyond which no part of the structure of any building shall project unless specially permitted in this Code of Ordinances and with the exception of subsurface projection of footings, measured perpendicular to the property line. This includes, but is not limited to, the building, eaves, porches, decks, chimneys, bay windows, and fire escapes.

Front yard setback—Shall be measured from the front property line or, if the road right-of-way projects over the front property line, then from the road right-of-way, all as shown on tax maps.

Side and rear yard setbacks—Shall be measured from the property lines as shown on tax maps.

Corner lot setbacks—Shall be measured from each front property line or if a road right-of-way projects over the front property line(s), then from the road right-of-way(s).

On a flag lot the building setback line runs parallel to the street and is measured from the point in the “flag” portion of the lot where the required minimum lot size is met and which is closest to the street.

...

Flag lot: A lot shaped like a flag on a pole. The “flag” shaped area is situated behind another lot and is the portion of a flag lot where structures may be located. The “pole” shaped area is the portion of the lot by which vehicular access to the flag area from its adjoining road is located. (See Chapter 38 for specific provisions addressing flag lots.)

...

Lot, width: The straight-line distance between the points where the building setback line intersects the two side lot lines, unless indicated otherwise by context.

...

Setback: The required minimum distance between every structure and the lot lines of the lot on which it is located (measured from the road right-of-way at the front of the lot if the road right-of-way projects over the property line, and measured from the property lines on the remaining portions of the property).

...

Yard:

Yard means a space that lies between the principal building or buildings and the nearest lot line or road right-of-way, as applicable. The minimum required yard shall be unoccupied and unobstructed from the ground upward, except as may be expressly permitted.

(1) *Front yard* means a *yard* situated between the front building line and the front lot line or road right-of-way, as applicable, extending the full width of the lot.

(2) *Rear yard* means a *yard* situated between the rear building line and the rear lot line extending the full width of the lot.

(3) *Side yard* means a *yard* between the side building line and a side lot line that extends from the front *yard* to the rear *yard*.

EXHIBIT B

Chapter 32:

Sec. 32-212. Definitions.

When used in this article, the following words and terms shall have the meaning indicated. Words and terms not herein defined shall have their customary dictionary definitions. The term "shall" is mandatory. When not inconsistent with the content, words used in the singular number include the plural and those used in the plural number include the singular.

...

Building line (*also referred to as ***Building setback line****) means a line beyond which no part of the structure of any building shall project, unless specifically permitted in this Code of Ordinances, with the exception of subsurface projection of footings, measured perpendicular to the property line. This includes, but is not limited to, the building, eaves, porches, decks, chimneys, bay windows, and fire escapes.

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Flag lot means a lot shaped like a flag on a pole. The "flag" shaped area is situated behind another lot and is the portion of a flag lot where structures may be located. The "pole" shaped area is the portion of the lot by which vehicular access to the flag area from its adjoining road is located. (See Chapter 38 for specific provisions addressing flag lots.)

...

Lot means a single parcel or tract of contiguous land intended as a unit for transfer of ownership, or for building development, or both.

(1) Corner lot means a lot with frontage on at least two intersecting roads located at the point of intersection.

(2) Lot depth means the mean horizontal distance between the front and rear lot lines.

(3) Double frontage lot means a parcel having frontage on two or more roads which is not located at any intersection of such roads.

(4) Lot width, unless indicated otherwise by context, means the straight-line distance between the points where the front building line intersects the two side lot lines, the horizontal distance between the side lot lines at the building setback line measured parallel with the front lot line or in the case of a curvilinear road measured parallel to the chord of the arc between the intersection of the side lot lines and the road right-of-way line.

...

Setback means the required minimum distance between every structure and the lot lines of the lot on which it is located (measured from the road right-of-way at the front of the lot if the road right-of-way projects over the property line, and measured from the property lines on the remaining portions of the property).

...

Setback line means the line indicating the minimum distance permitted between the property line or road right-of-way line, as applicable, and the building line.

...

Yard means a space ~~that lies between the on the same lot with a~~ principal building or buildings and the nearest lot line or road right-of-way, as applicable. The minimum required yard shall be unoccupied and unobstructed from the ground upward, except as may be expressly permitted~~open, unoccupied, and unobstructed by buildings or structures from ground to sky except where encroachments and accessory buildings and structures are expressly permitted.~~

(1) Front *yard* means a *yard* situated between the front building line and the front lot line or road right-of-way, as applicable, extending the full width of the lot.

(2) Rear *yard* means a *yard* situated between the rear building line and the rear lot line extending the full width of the lot.

(3) Side *yard* means a *yard* between the side building line and a side lot line that extends from the front *yard* to the rear *yard*.

[Chapter 38 revisions on the following page]

Chapter 38:

Sec. 38-9.3. Dimensional requirements: General provisions and exceptions.

In addition to the dimensional requirements listed below and district dimensional requirements, further dimensional requirements may be set forth in Article 5 for those uses listed as conditional. ~~The control free district shall be exempt from the provisions of this section.~~ The control free district shall be exempt from the provisions of this section except provisions listed under item (2), setbacks.

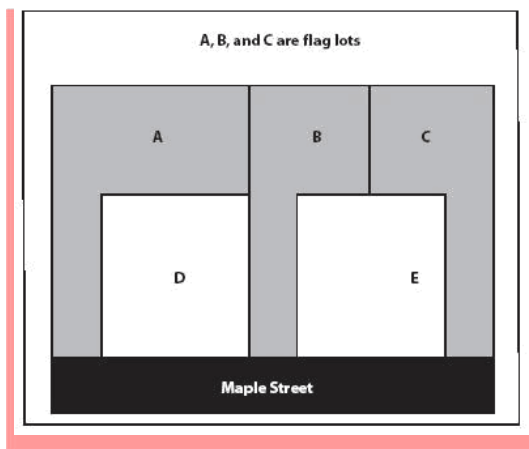
(1) Lot size and configuration.

a. **Public utilities and government.** ~~Public utilities and government~~ uses shall not be subject to the minimum lot size requirements, but shall meet the setback requirements.

b. **Flag lots.** ~~A flag lot shall contain no more than two single family dwellings and uninhabited accessory structures.~~ Flag lots may be permitted under the following conditions:

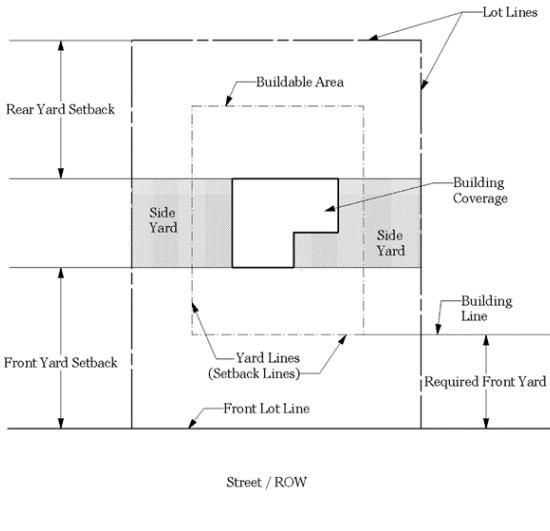
1. The maximum ~~flagpole~~-length of the pole of a flag lot shall be 300 feet.
2. The minimum ~~flagpole~~-width of the pole of a flag lot shall be ~~2230~~ feet, and the maximum width of the pole of a flag lot shall be 40 feet.
3. The front setback shall be measured from where the flag portion of the flag lot meets the district minimum width requirements.
4. The ~~flagpole~~ portion of ~~at~~ the flag lot shall not be used to calculate ~~area~~, width, or setbacks of the lot, or to provide off-street parking.
5. There shall be no more than one flag lot per each four lots, per subdivision or development.

Flag lot illustration:



(2) Setbacks.

a. The required front, side, and rear yards for individual lots shall be measured inward toward the center of said lot from all points along the respective front, side, and rear property lines of the lot, or from the road right-of-way if applicable. Once the yard areas of a given lot have been established, the remaining area of the lot which is not included in any required front, side, or rear lot shall be known as the "buildable" area within which the approved structure(s) shall be placed.



b. Where a property abuts a road street right-of-way projects over a property line, the setback shall be measured from the road right-of-way line.

c. Corner lots shall be considered to have two fronts and shall meet the front setback for the district.

d. Front yard setbacks for double frontage lots shall be provided for both streets upon which the lot has frontage, and any accessory use(s) shall be prohibited from the required front yard setback of the street upon which the principal building fronts.

e. For lots not meeting the required minimum lot width for the respective district at the front property line or road right-of-way, as applicable, the setback shall be measured such that the distance from the front property line or road right-of-way, as applicable, shall nonetheless be included in the measurement for the required setback. The buildable area shall not, however, include any area where the minimum lot width is not met. This provision is meant to apply to irregularly shaped lots, as generally determined by their existing lot width and configuration in relation to the district minimum lot width. This provision does not apply to flag lots. See Section 38-9.3(1)(b) for flag lot provisions.

fe. Road design and encroachment criteria is governed by the standards in Chapter 26, of the Oconee County Code of Ordinances, as amended.

gf. Any garage door shall be set back a minimum of 20 feet from the property line that it faces so that vehicles may be parked in the driveway without encroaching into the right-of-way. If the district setback is greater than 20 feet, then the more restrictive setback shall prevail.

hg. The side and rear setbacks in the CCD and HCD shall not apply to the shared property line of attached buildings.

ih. The space in any required yard shall be open and unobstructed except for the ordinary projections of window sills, cornices, eaves, window air conditioning units, and other architectural features, provided that such features shall project no more than two feet into any required yard.

ki. Steps and heating and cooling units may project into a required yard a distance not to exceed five feet but no closer than five feet of a property line. Fences, freestanding walls, hedges, and septic lines may be located in any setback, so long as they remain on the property.

Sec. 38-12.2. Definitions.

Building setbacks: The minimum distance from the property line or road right-of-way line, as applicable, to the closest projection of the exterior face of buildings, walls, or other form of construction (i.e., decks, landings, terraces, porches, and patios on grade).

Building setback line (also referred to as Building line): The line beyond which no part of the structure of any building shall project unless specially permitted in this Code of Ordinances and with the exception of subsurface projection of footings, measured perpendicular to the property line. This includes, but is not limited to, the building, eaves, porches, decks, chimneys, bay windows, and fire escapes.

~~*Building setback line:* The line on the front, rear, and sides of a lot, set according to the district regulations, which delineates the areas upon which a structure may be built or maintained. At the time of application, all yard setbacks are determined from the most recent Oconee County Tax Map.~~

Front yard setback—Shall be measured from the front property line or, if the roadway right-of-way projects over the front property line, then from the road right-of-way, all as shown on tax maps.

Side and rear yard setbacks—Shall be measured from the property lines as shown on tax maps.

Corner lot setbacks—Shall be measured from each front property line or if a the roadway right-of-ways projects over the front property line(s), then from the road right-of-way(s)it is adjacent to.

On a flag lot the "building setback line" runs parallel to the street and is measured from the point in the "flag" main portion of the lot where the required minimum lot size is

~~met and (i.e. the "flag" part of the lot, not the "pole" part), which is closest to the street. (The minimum lot width must be met in this area, as well. Therefore, if the point closest to the street is a corner rather than a line, the setback will have to extend as far as necessary to meet the required minimum lot width!)~~

...

~~Flag lot: A lot shaped like a flag on a pole. The "flag" shaped area is situated behind another lot and is the portion of a flag lot where structures may be located. The "pole" shaped area is the portion of the lot by which vehicular access to the flag area from its adjoining road is located. (See Chapter 38 for specific provisions addressing flag lots.)~~

...

~~Lot, width: The ~~straight line~~straight-line distance between the points where the building setback line intersects the two side lot lines, unless indicated otherwise by context.~~

...

~~Setback: The required minimum distance between every structure and the lot lines of the lot on which it is located (measured from the road right-of-way at the front of the lot if the road right-of-way projects over the property line, and measured from the property lines on the remaining portions of the property).~~

~~The required minimum distance between every structure and the lot lines of the lot on which it is located (measured from the road right-of-way in the front and property lines on the remaining portions of the property).~~

...

Yard:

~~Yard: An open space that lies between the principal building or buildings and the nearest lot line. The minimum required yard as set forth in this chapter is unoccupied and unobstructed from the ground upward, except as may be expressly permitted.~~

~~Yard, front (highway yard): A yard across the full width of the lot extending from the front line of the building.~~

~~Yard, rear: A yard extending across the full width of the lot and measured between the rear line of the lot and the rear line of the main building.~~

~~Yard, side: An open space on the same lot with a building, between the building and the side line of the lot, extending through, from the front building line, to the rear of the lot.~~

Yard means a space that lies between the principal building or buildings and the nearest lot line or road right-of-way, as applicable. The minimum required yard shall be unoccupied and unobstructed from the ground upward, except as may be expressly permitted.

(1) Front yard means a yard situated between the front building line and the front lot line or road right-of-way, as applicable, extending the full width of the lot.

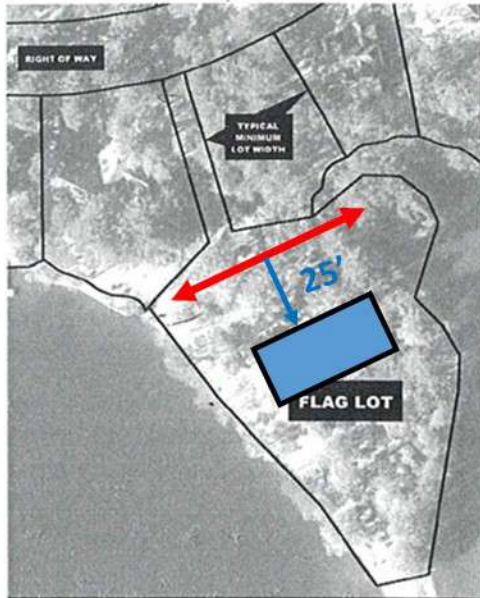
(2) Rear yard means a yard situated between the rear building line and the rear lot line extending the full width of the lot.

(3) Side yard means a yard between the side building line and a side lot line that extends from the front yard to the rear yard.

Regarding Ordinance 2024-23
Amending portions of Chapter 32 and Chapter 38

Ordinance 2024-23 clarifies and makes consist a few interpretation and definition conflicts between Chapters 32 and 38. Adoption of this Ordinance will assist our citizens by providing clarity, consistency, and narrowing the scope of interpretation currently found in the code.

The Planning Commission, by Unanimous Vote, recommends County Council approve Ordinance 2024-23.

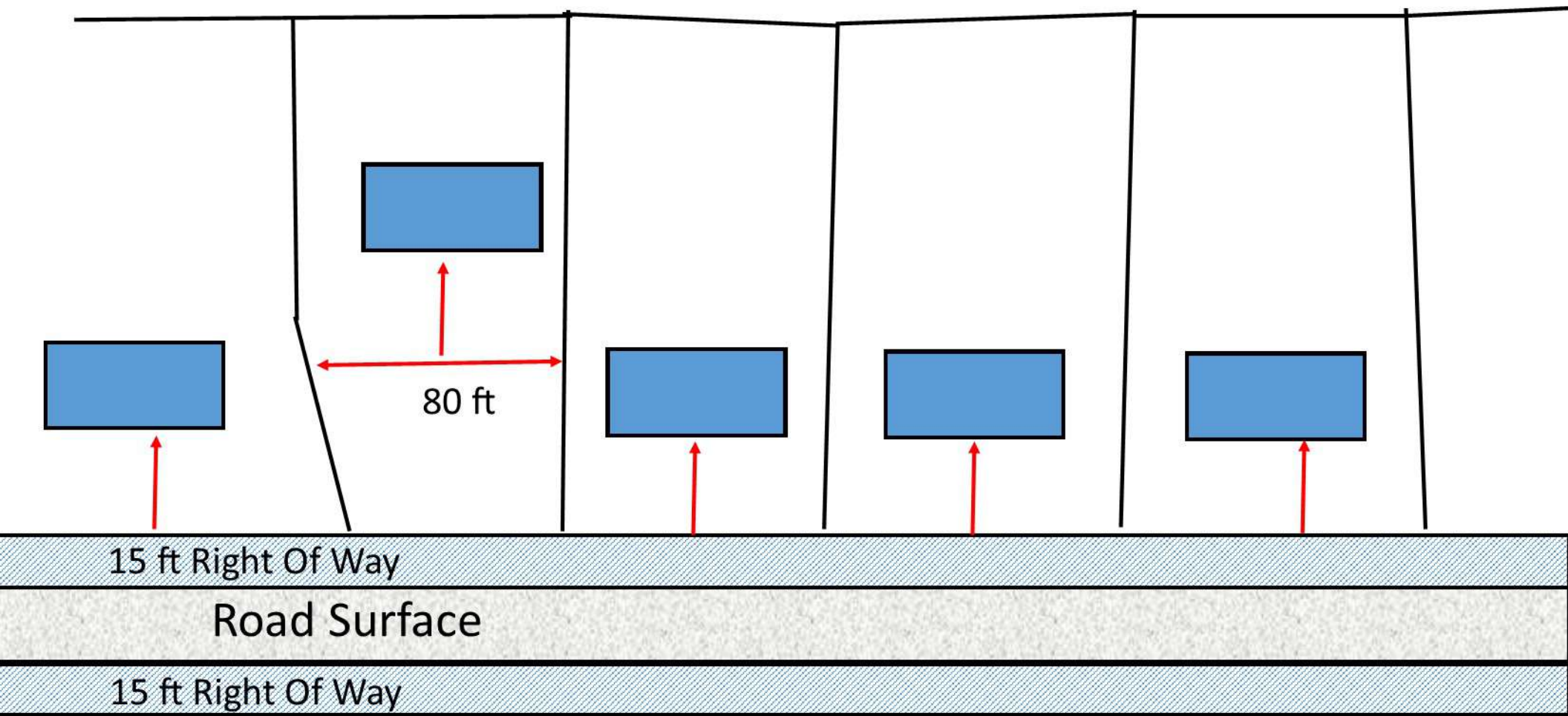


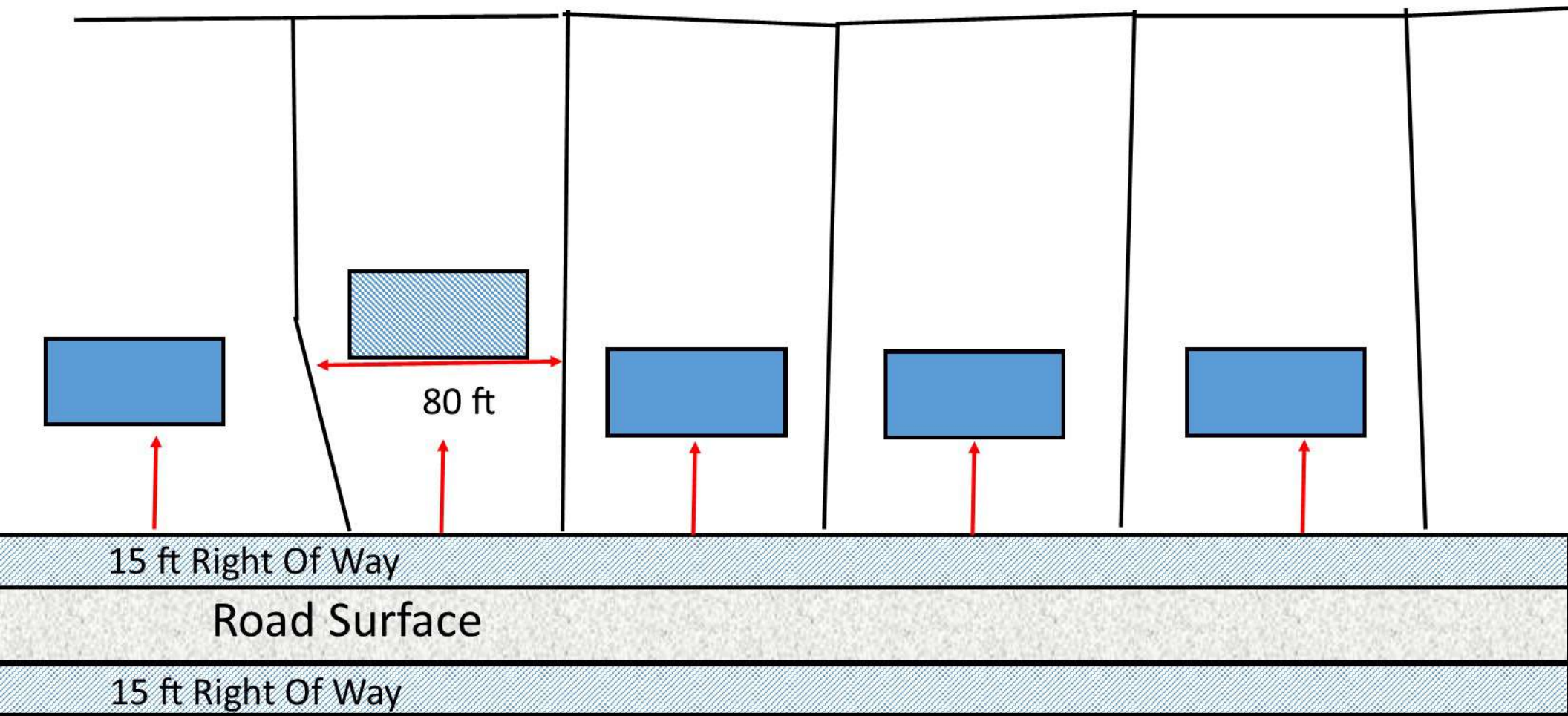
3. The front setback shall be measured from where the lot meets the district minimum width requirement.

For Residential Zoning District the minimum width is 80 feet.

b. A flag lot shall contain no more than two single-family dwellings and uninhabited accessory structures. Flag lots may be permitted under the following conditions:

1. The maximum flagpole length shall be 300 feet.
2. The minimum flagpole width shall be 30 feet.
3. The front setback shall be measured from where the lot meets the district minimum width requirements.
4. The flagpole portion of the lot shall not be used to calculate area, width, or setbacks of the lot or to provide off-street parking.





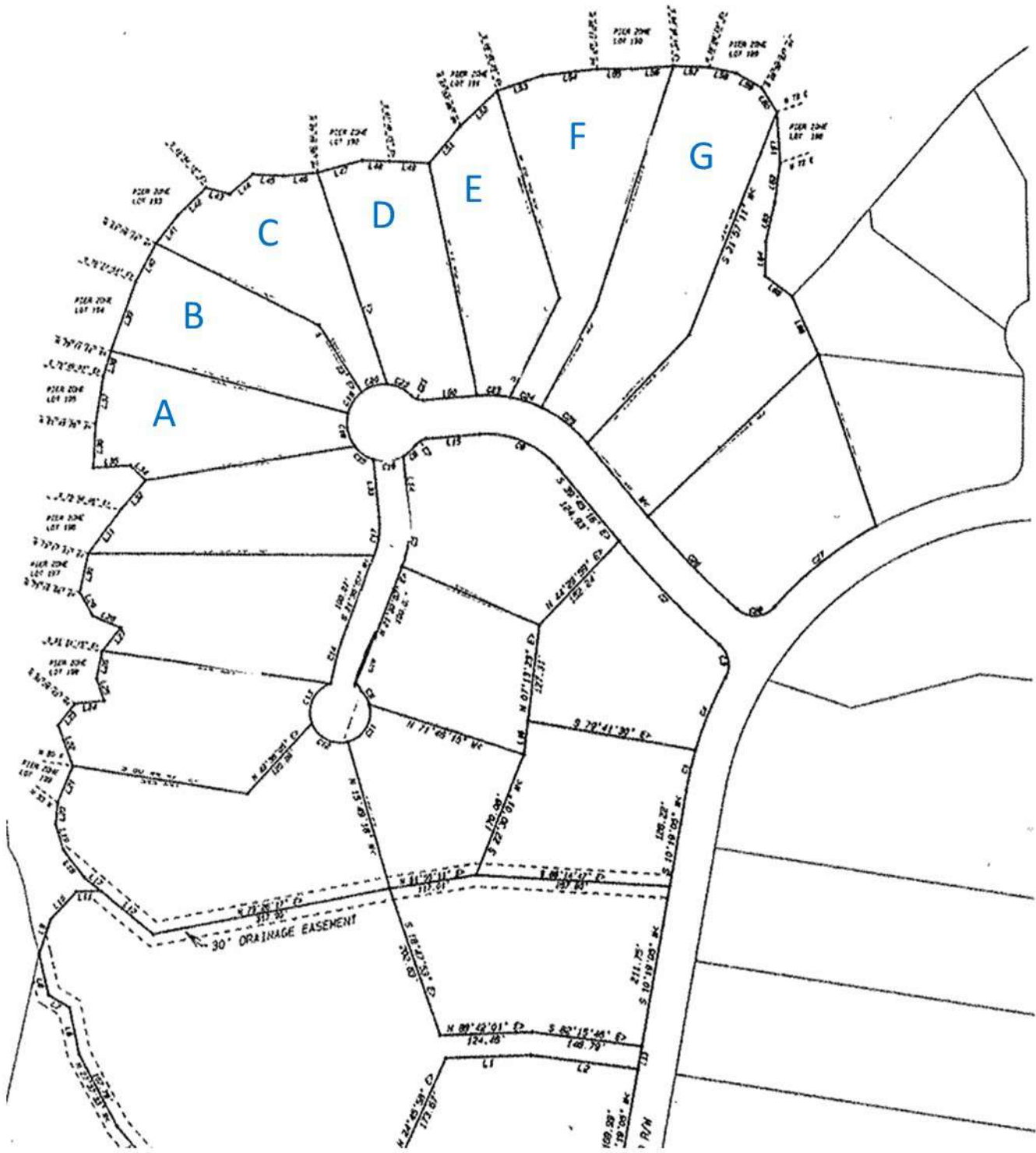
15 ft Right Of Way

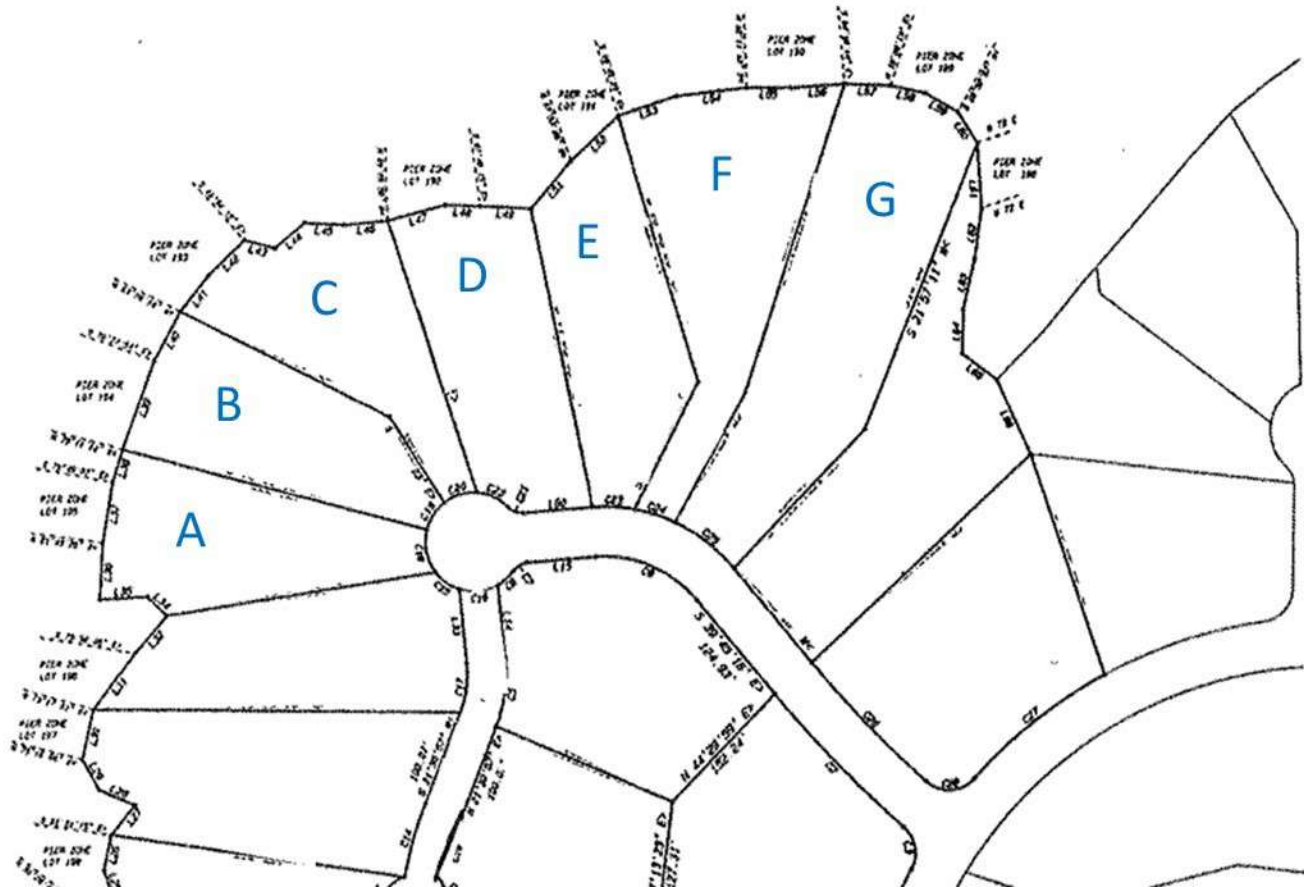
Road Surface

15 ft Right Of Way

80 ft







**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: October 1, 2024
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Council consideration to approve an inducement resolution and ordinance between Project Mayflower and Oconee County to establish a new manufacturing facility in the county.

BACKGROUND DESCRIPTION:

Project Mayflower is an advanced manufacturing company that is considering Oconee County as a location for a new production facility. The project will include the construction a new 150,000+ square foot building with a minimum capital investment of \$40 million and 140 new jobs. The Oconee Economic Alliance (OEA) and SC Department of Commerce have been working with the project since 2023. We have discussed with the company property tax reductions and land acquisition, as well as several state incentives to secure the project in Oconee. OEA is recommending the following county incentives for the project:

1. A 30-Year Fee-In-Lieu-of- Tax (FILOT) agreement with an assessment rate of 6% and fixed millage rate of 214.9 mills.
2. A 20-Year Special Source Revenue Credit (SSRC) with at 50% annually.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

- The company is a well-respected leader in their industry.
- The company serves a market that is established, strong and expanding.
- The company is financially secure and not dependent on federal programs or subsidies for their success.
- The company is an excellent industry and job fit for the county.

FINANCIAL IMPACT [Brief Statement]:

- After the recommended incentives, the project will generate approximately \$3,179,904 in county/school district property taxes over the first 10 years, \$6,297,770 over 20 years and \$12,533,502 over 30 years.
- The FILOT and SSRC represent an incentive or property tax reduction of approximately \$2,357,336 over the first 10 years, \$6,518,801 over 20 years and \$8,323,943 over 30 years from the standard ad valorem taxes which include the state's statutory 5-year manufacturers abatement against the county portion of the millage.

 Check here if Item Previously approved in the Budget. No additional information required.

Approved by: _____ **Finance**

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council approve the inducement resolution and ordinance for Project Mayflower.

Submitted or Prepared By:

Jamie Gilbert, Economic Development Director

Approved for Submittal to Council:

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.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2024-24**

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 MAYFLOWER, 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; DESIGNATING THE PROPERTY OF THE PROJECT AS PART OF A MULTI-COUNTY INDUSTRIAL PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE GRANT AGREEMENTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT RELATED TO THE CONVEYANCE OF CERTAIN REAL ESTATE FOR PROJECT MAYFLOWER; 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, pursuant to the Act, the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks, and under the authority provided in the Act, the County has created a multicounty park with Pickens County pursuant to the Agreement for Development of a Joint County Industrial and Business Park dated May 16, 2023 (“Park”);

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, 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, Project Mayflower, acting for itself, one or more current or future affiliates and other project sponsors, proposes to invest in, or cause others to invest in, the establishment of a regional headquarters or expansion of a manufacturing and distribution facility in the County (“Project”), which the Company expects will result in the investment of approximately \$[] in taxable property and the creation of approximately []new, full-time equivalent jobs;

WHEREAS, the Company has identified certain real property consisting of approximately 25 acres (the “Project Site”) as an appropriate site for the Project, subject to satisfactory due diligence investigation;

WHEREAS, the Project Site is owned by the County and the County desires to convey the Project Site to the Sponsor upon the terms described in the Purchase and Sale Agreement attached hereto as Exhibit B (the “PSA”);

WHEREAS, the Project Site, upon the approval of this Ordinance by the Council and the approval of a separate ordinance by the Pickens County Council, is added to and will be located within the boundaries of the Park;

WHEREAS, pursuant to an Inducement Resolution adopted by the Council on October 1, 2024, 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 A, 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 20 years with respect to the Negotiated FILOT payments; and

WHEREAS, it appears that the Fee Agreement and the PSA, 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.

WHEREAS, at the Company’s request, the County intends to acknowledge and approve (1) an Economic Development Set-Aside Fund Grant related to the Project (the “Grant Agreement”) as is attached, in substantially final form, to this Ordinance as Exhibit D, and (2) a Growing Agribusiness Fund Grant agreement related to the Project (the “SCDA Agreement”) as is attached, in substantially final form, to this Ordinance as Exhibit E.

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 hereby designates the Project and the Project Site as part of the Park and agrees to use commercially reasonable efforts to cause Pickens County to adopt a similar ordinance or to create a separate multi-county industrial or business park for the Project and the Project Site, if not already so designated, and intends to use its commercially reasonable efforts to maintain the Project and the Project Site within the boundaries of the Park or another 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 Fee Agreement, any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial 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.

Section 4. *Authorization of an Approval of Form of Fee Agreement, PSA, Grant Agreement, and SCDA Agreement.* 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, the PSA, the Grant Agreement, and the SCDA Agreement are each authorized and approved. The form of the Fee Agreement, the PSA, the Grant Agreement, and the SCDA Agreement presented at this meeting, respectively, as attached as Exhibit A, Exhibit B, Exhibit C, and Exhibit D, are each approved, and all of the terms of each are incorporated in this Ordinance by reference as if the Fee Agreement, the PSA, the Grant Agreement, and the SCDA Agreement 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, the PSA, the Grant Agreement, and the SCDA Agreement in the name of and on behalf of the County, and to cause the executed Fee Agreement, PSA, the Grant Agreement, and SCDA Agreement to be delivered to the Company. The Fee Agreement, the PSA, the Grant Agreement, and the SCDA Agreement 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, the PSA, the Grant Agreement, and the SCDA Agreement 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, the PSA, the Grant Agreement, and the SCDA Agreement and the performance of all obligations of the County under and pursuant to this Ordinance and Fee Agreement, the PSA, the Grant Agreement, and the SCDA Agreement.

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: December 3, 2024

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: October 1, 2024
Second Reading: October 15, 2024
Public Hearing: December 3, 2024
Third Reading: December 3, 2024

EXHIBIT A

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

SEE ATTACHED

EXHIBIT B

FORM OF PURCHASE AND SALE AGREEMENT

SEE ATTACHED

EXHIBIT C

FORM OF GRANT AGREEMENT

SEE ATTACHED

EXHIBIT D

FORM OF GROWING AGRIBUSINESS FUND GRANT

SEE ATTACHED

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

BETWEEN

PROJECT MAYFLOWER

AND

OCONEE COUNTY, SOUTH CAROLINA

EFFECTIVE: December 3, 2024

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I PROJECT OVERVIEW	Error! Bookmark not defined.
Section 1.1. Agreement to Waive Requirement of Recapitulation.....	Error! Bookmark not defined.
Section 1.2. Rules of Construction; Defined Terms	Error! Bookmark not defined.
ARTICLE II REPRESENTATIONS AND WARRANTIES	Error! Bookmark not defined.
Section 2.1. Representations of the County.....	Error! Bookmark not defined.
Section 2.2. Representations of the Sponsor	Error! Bookmark not defined.
ARTICLE III THE PROJECT	Error! Bookmark not defined.
Section 3.1. The Project	Error! Bookmark not defined.
Section 3.2. Diligent Completion	Error! Bookmark not defined.
Section 3.3. Multi-County Park.....	Error! Bookmark not defined.
Section 3.4. Leased Property	Error! Bookmark not defined.
ARTICLE IV PAYMENTS IN LIEU OF TAXES AND SPECIAL SOURCE REVENUE CREDIT	
Error! Bookmark not defined.	
Section 4.1. Special Source Revenue Credit	Error! Bookmark not defined.
Section 4.2. Negotiated FILOT Payments.....	Error! Bookmark not defined.
Section 4.3. Failure to Satisfy Minimum Special Source Revenue Credit Requirements	Error!
Bookmark not defined.	
Section 4.4. Payments in Lieu of Taxes on Replacement Property	Error! Bookmark not defined.
Section 4.5. Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty	
.....	Error! Bookmark not defined.
Section 4.6. Place and Allocation of Payments in Lieu of Taxes	Error! Bookmark not defined.
Section 4.7. Removal of Equipment.....	Error! Bookmark not defined.
Section 4.8. Damage or Destruction of Project	Error! Bookmark not defined.
Section 4.9. Condemnation	Error! Bookmark not defined.
Section 4.10. Merger of Sponsor with Related Party.....	Error! Bookmark not defined.
Section 4.11. Indemnification Covenants.....	Error! Bookmark not defined.
Section 4.12. Confidentiality/Limitation on Access to Project.....	Error! Bookmark not defined.
Section 4.13. Records and Reports	Error! Bookmark not defined.
Section 4.14. Payment of Administrative Expenses	Error! Bookmark not defined.
Section 4.15. Collection and Enforcement Rights of County	Error! Bookmark not defined.
Section 4.16. Assignment and Subletting	Error! Bookmark not defined.
Section 4.17. County's Estoppel Certificates for Sponsor's Financing Transactions ..	Error! Bookmark not defined.
not defined.	
Section 4.18. Sponsor's Continuing Obligations After Termination by Sponsor...	Error! Bookmark not defined.
defined.	
Section 4.19. Events of Default	Error! Bookmark not defined.
Section 4.20. Remedies on Default.....	Error! Bookmark not defined.
Section 4.21. Remedies Not Exclusive.....	Error! Bookmark not defined.
Section 4.22. Reimbursement of Legal Fees and Other Expenses	Error! Bookmark not defined.
ARTICLE V MISCELLANEOUS	Error! Bookmark not defined.
Section 5.1. Notices	Error! Bookmark not defined.
Section 5.2. Binding Effect	Error! Bookmark not defined.
Section 5.3. [Reserved]	Error! Bookmark not defined.
Section 5.4. Governing Law	Error! Bookmark not defined.
Section 5.5. Headings.....	Error! Bookmark not defined.
Section 5.6. Amendments	Error! Bookmark not defined.
Section 5.7. Further Assurance.....	Error! Bookmark not defined.
Section 5.8. Severability.....	Error! Bookmark not defined.
Section 5.9. Limited Obligation	Error! Bookmark not defined.
Section 5.10. Force Majeure	Error! Bookmark not defined.
Section 5.11 No Double Payment; Future Changes in Legislation	Error! Bookmark not defined.

Section 5.12. Sponsor Affiliates **Error! Bookmark not defined.**
Section 5.13. Termination; Termination by Sponsor **Error! Bookmark not defined.**
Section 5.14. Counterparts; Electronic Signatures..... **Error! Bookmark not defined.**

**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 December 3, 2024, 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 Mayflower (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 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 real and taxable personal property of approximately \$[,000,000 during a five-year period, which would meet the minimum investment requirement under the Act;

WHEREAS, the Project is also expected to create approximately [] 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 October 1, 2024 and enacted an ordinance on December 3, 2024 (“*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, and (ii) improved and unimproved real estate. Upon the written election by the Sponsor and notice to the County, 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 \$[] by the last day of the 10th year of the Investment Period.

“Investment Period” shall mean the period commencing on the Commencement Date and ending on the last day of the 10th year following the Commencement Date.

“Job Commitment” shall mean the creation at the Project of not less than [] new, full-time equivalent jobs by the last day of the 10th 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 May 16, 2023 (“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 Mayflower, 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 its best efforts to cause the Real Property to be added to and become part of the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included with the boundaries of the Multi-County Park or another multi-county park during the Fee Term in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

(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 [●], 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.* 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, 2024, which the parties believe to be 214.9 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 10 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. In no event may the Sponsor's aggregate SSRC claimed pursuant to this Section exceed the aggregate amount of Qualifying Infrastructure Costs. The SSRC commences with the property tax year after the year in which the first phase of the Project is placed in service and shall remain effective and will be a 50% SSRC for 20 years.

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 Revenue Credit Requirements. If the Sponsor does not satisfy at least 25% of the Investment Commitment by the end of the 5th year of the Investment Period, without extension, then the Sponsor shall not be entitled to receive any SSRC and shall repay all SSRCs received by the Sponsor. If the Sponsor does not meet the Investment Commitment by the end of the 10th year of the Investment Period, without extension, but satisfies at least 50% of the Investment 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 SSRC 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:

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

For example, if the Sponsor has claimed an aggregate of \$400,000 in SSRCs during the applicable credit period but does not meet the Investment Commitment by the end of the 10th year of the Investment Period, but instead only makes an investment of \$30,000,000, then the Sponsor would be required to repay to the County \$[], calculated as follows:

$$\$30,000,000 / [],000,000$$

$$(1 - (0.[])) = 0.[]$$

$$\$400,000 * 0.[] = \$[]$$

In addition, the SSRC for any remaining years would be reduced by []%.

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; (iii) to the extent such amount exceeds the amount of the savings actually realized by Sponsor under this Agreement; or (iv) to the extent the amount exceeds \$350,000.

(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.

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.

(e) 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 4.12, 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 over the term of this Agreement, but in any event, the Sponsor shall not be liable for any of such expenses exceeding \$7,500, provided however, this limit does not apply to Section 4.11 and Section 4.22 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. County’s Estoppel Certificates for Sponsor’s Financing Transactions. The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor, respectively, any estoppel certificates, acknowledgements or other documents certifying, to the County Administrator’s knowledge, the full force and effect of this Fee Agreement and the absence of any default hereunder and acknowledging the continuing validity of this Fee Agreement after its transfer required in any financing related transfers authorized by Section 12-44-120 of the Act, as may be reasonably requested by the Sponsor or any lender of the Sponsor from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor as contemplated under Section 12-44-120 of the Act.

Section 4.18. 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 4.19. *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 4.20. *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 4.21. *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 4.22. 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.
 King Kozlarek Law LLC
 Post Office Box 565
 Greenville, South Carolina 29602

(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 Mayflower

WITH COPIES TO: (does not constitute notice)
 Nelson Mullins Riley & Scarborough LLP
 Attn: Edward Kluiters
 1320 Main Street, 17th Floor
 Columbia, South Carolina 29201

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. *[Reserved].*

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 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 INTENTIONALLY 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 MAYFLOWER

By: _____
Its: _____

[SIGNATURE PAGE TO FEE AGREEMENT]

EXHIBIT A
DESCRIPTION OF REAL PROPERTY

To be attached for 3rd reading

EXHIBIT B
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective December 3, 2024 (“*Fee Agreement*”), between Oconee County, South Carolina (“County”), and Project Mayflower (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 INTENTIONALLY 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 MAYFLOWER

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 December 3, 2024 (“**Fee Agreement**”), between Oconee County, South Carolina (“County”), and Project Mayflower (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 twenty (20) 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% = \$ _____

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 MAYFLOWER

Signature: _____

Name: _____

Title: _____

PURCHASE AND SALE AGREEMENT

between

Oconee County, South Carolina, Seller

and

Project Mayflower, Purchaser

dated as of

[●], 2024

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this “**Agreement**”), dated as of [●] day of December, 2024, which is the date of the last of the signatures of Seller and Purchaser, (the “**Effective Date**”), is entered into between Oconee County, South Carolina, a body political and corporate and a political subdivision of the State of South Carolina (“**Seller**”) and Project Mayflower, a [State] [entity type] (“**Purchaser**”), having an address at [●].

ARTICLE I CONVEYANCE OF THE PROPERTY

Section 1.01 Subject of Conveyance. Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all right, title, and interest of Seller in and to the following (collectively the “**Property**”):

(a) all that certain lot, piece, or parcel of land of approximately 25 acres located at [], County of Oconee, and State of South Carolina, as more particularly bounded and described in **Exhibit A**, attached hereto and incorporated by reference (the “**Land**”);

(b) all of Seller’s right, title, and interest in and to any buildings and improvements located on the Land (collectively, the “**Improvements**”);

Section 1.02 Personal Property Excluded. The sale of the Property contemplated by this Agreement shall not include any personal property.

Section 1.03 AS-IS.

(a) Subject to Section 5.01 of this Agreement and the Closing Documents, Purchaser acknowledges that (i) Purchaser has made a thorough inspection and investigation of the Property and Purchaser agrees to take title to the Property “AS-IS, WHERE IS, AND WITH ALL FAULTS” and in the condition existing as of the date of this Agreement, subject to reasonable use, ordinary wear and tear, and without any reduction in or abatement of the Purchase Price; (ii) Purchaser has undertaken all such investigations of the Property as Purchaser deems necessary or appropriate under the circumstances as to the status of the Property and the existence or non-existence of curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Property, and based upon same, Purchaser is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel, and officers.

(b) Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement or the Closing Documents (as defined herein): (ii) Purchaser specifically confirms and acknowledges that in entering into this Agreement, Purchaser has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations, or information pertaining to the Property or its uses, the physical condition, environmental condition, state of title, income, expenses, or operation of the Property, or any other matter or thing with respect thereto, written or unwritten, whether made by Seller or any agent, employee, or other representative of Seller, or any broker or any other person representing (or purporting to represent) Seller, which are not expressly set forth in this Agreement or the Closing Documents. Seller shall not be liable for or bound by any written or unwritten statements, representations, warranties, brokers’ statements, or other information pertaining to the Property furnished by Seller, any broker, any agent, employee, or other actual (or

purported) representative of Seller, or any person, unless and only to the extent the same are expressly set forth in this Agreement or the Closing Documents.

(c) Subject to Section 5.01 of this Agreement and the Closing Documents, (i) Seller makes no warranty with respect to the presence of any hazardous or toxic substances on, above, beneath, or discharged from the Property (or any adjoining or neighboring property) or in any water on or under the Property, (ii) the Closing hereunder shall be deemed to constitute an express waiver of Purchaser's right to recover from Seller, and forever releases, covenants not to sue, and discharges Seller from, any and all damages, demands, claims, losses, liabilities, penalties, fines, liens, judgments, costs, or expenses whatsoever, including attorneys' fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the Property.

(d) The provisions of this Section 1.03 shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

Section 1.04 Due Diligence.

(a) Due Diligence Period. Purchaser shall have an inspection period beginning on the Effective Date and continuing until 5:00 p.m. EST on the date that is forty-five (45) days thereafter (the "**Inspection Period**"). During the Inspection Period, Purchaser and its agents, contractors, clients, and employees shall have the right to enter the Property to perform, at its sole cost and expense, such inspections and tests (collectively, the "**Inspections**") as Purchaser deems necessary, including a Phase I ESA. Furthermore, during the Inspection Period, Purchaser shall also have the right to have title to the Property examined as further described in Article IV below.

(b) Termination Rights. If Purchaser, in its sole discretion, determines the Property is unacceptable for any reason or if the results of Purchaser's title examination reveal any matter which affects the marketability of title or intended use of the Property as provided above as determined by Purchaser in its sole discretion, or if Purchaser decides not to proceed with the purchase of the Property for any reason or no reason, Purchaser may terminate this Agreement by delivering written notice of termination to Seller prior to the end of the Initial Inspection Period. Upon delivery of such notice, Escrow Agent shall return the Deposit (as defined herein) to Purchaser and this Agreement shall terminate and the parties shall have no further rights or obligations to each other, other than those that are intended to survive the termination of this Agreement.

ARTICLE II PURCHASE PRICE

Section 2.01 Purchase Price and Deposit. Simultaneously with the execution and delivery of this Agreement by Purchaser, the sum of Four Thousand and 00/100 Dollars (\$4,000) (the "**Deposit**") by Purchaser's certified check or official bank check, subject to collection, made payable to Nelson Mullins Riley & Scarborough, LLP, as escrow agent ("**Escrow Agent**"), or by wire transfer of immediately available federal funds to an account at such bank as designated by Escrow Agent. The receipt of the Deposit is hereby acknowledged, and Escrow Agent agrees to hold the Deposit in escrow in a non-interest bearing account pursuant to the terms of Article XI of this Agreement. The Deposit shall be applied to the Purchase Price at Closing.

Section 2.02 The purchase price to be paid by Purchaser to Seller for the Property is four thousand and 00/100 Dollars (\$4,000) per acre (the “**Purchase Price**”). The final acreage shall be established by the Survey (as defined below). The Purchase Price shall be payable to Seller on the Closing Date, subject to any credits or apportionments as provided for under this Agreement, simultaneously with delivery of the Deed and other Closing Documents (as defined hereafter), by certified or official bank checks or by one or more wire transfers of immediately available federal funds to Seller’s account.

ARTICLE III CLOSING

Section 3.01 Closing Date. The closing of the transaction contemplated by this Agreement (the “**Closing**”) shall take place on the date no later than seventy-five (75) days from the Effective Date (the “**Closing Date**”) through an escrow closing with the Purchaser’s legal counsel, Nelson Mullins Riley & Scarborough, LLP, as escrow agent (the “**Escrow Agent**”). Seller and Purchaser agrees that TIME SHALL BE OF THE ESSENCE with respect to the performance by Seller and Purchaser of their obligations under this Agreement.

Section 3.02 Seller’s Closing Deliverables. At least two business days prior to Closing, Seller shall deliver or cause to be delivered to Escrow Agent, the following items, executed, witnessed, notarized, certified, and acknowledged by Seller, as appropriate (collectively, the “**Seller Closing Documents**”):

(a) One (1) original limited warranty deed (the “**Deed**”) in substantially the form attached hereto as **Exhibit B** referencing the Survey (as defined below) legal description duly executed with the appropriate acknowledgment form and affidavit of consideration for transfer taxes attached and otherwise in proper form for recording so as to convey title to the Property as required by this Agreement.

(b) A certification that Seller is not a “foreign person” as such term is defined in Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder (collectively, the “**Code**”), which certification shall be signed under penalty of perjury.

(c) An original Owner’s affidavit in a form reasonably acceptable to Seller and the Title Insurance Company.

(d) A certified duly adopted ordinance of Seller’s County Council authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

(e) A counterpart of a closing statement jointly prepared by Seller and Purchaser reflecting the prorations and adjustments required under this Agreement and the Purchase Price due Seller.

(f) An I-295 South Carolina non-resident withholding tax affidavit.

(g) A Transferor Affidavit (Tax Lien Inapplicable) in reasonable form acceptable to Seller.

(h) A Gap Affidavit in reasonable form acceptable to Seller.

(i) Any other documents reasonably necessary to complete and evidence the sale and acquisition of the Property contemplated hereby, in a form reasonably satisfactory to the Parties.

Section 3.03 Purchaser's Closing Deliverables. On the Closing Date, Purchaser shall deliver or cause to be delivered by Escrow Agent to Seller, the following items, executed, witnessed, notarized, certified, and acknowledged by Purchaser, as appropriate (the "**Purchaser Closing Documents**", and, together with the Seller's Closing Documents, the "**Closing Documents**"):

(a) The balance of the Purchase Price.

(b) The Purchaser's closing statement.

(c) All other documents reasonably necessary or otherwise required by the Escrow Agent or the Title Insurance Company to consummate the transactions contemplated by this Agreement.

(d) A consent of the board of directors of Purchaser authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

Section 3.04 Closing Costs.

(a) Seller and Purchaser shall each pay the fees and expenses of its own counsel in connection with the preparation and negotiation of this Agreement and any other agreements and instruments related to the transaction contemplated by this Agreement.

(b) Seller shall pay:

(i) all costs and recording fees for the Deed and for the release of any liens or other encumbrances which are not Permitted Exceptions on the Property, as required pursuant to the terms of this Agreement.

(c) Purchaser shall pay:

(i) the costs charged by Purchaser's Title Insurance Company, including, without limitation, costs related to the Title Commitment, any premiums, title endorsements, and affirmative insurance;

(ii) the costs related to the Survey and any other survey or survey update; and

(iii) any other fees or costs related to Purchaser's due diligence reviews.

Section 3.05 Apportionments. The following shall be apportioned as of 11:59 p.m. EST of the date immediately preceding the Closing Date, unless expressly provided for otherwise:

(a) All real estate taxes (if any) based on the fiscal year for which they are assessed and any assessments, if any. If the Closing shall occur before a new tax rate is fixed, the apportionment of real estate taxes shall be upon the basis of the tax rate for the preceding fiscal period applied to the latest assessed valuation, however, adjustment will be made when the actual tax amount is determined.

(b) All other items customarily apportioned in connection with sales of buildings substantially similar to the Property in the State of South Carolina.

Section 3.06 Miscellaneous Adjustments. Any miscellaneous adjustments payable by either Purchaser or Seller, as the case may be, that occur at the Closing. Any errors in calculations or apportionments shall be corrected or adjusted as soon as practicable after the Closing Date. The provisions of this Article III shall survive the Closing.

Section 3.07 Conditions to Closing. Purchaser's obligation to close shall be conditional upon the satisfaction of the following conditions:

(a) The physical and environmental condition of the Property shall not have changed from the Effective Date; and

(b) Seller's warranties and representations under this Agreement shall be true and correct in all material respects when made and at Closing, and all covenants and obligations of Seller contained in this Agreement shall have been performed in all respects and Seller shall not be in default hereunder.

ARTICLE IV TITLE MATTERS AND VIOLATIONS

Section 4.01 Acceptable Title. Seller shall convey, and Purchaser shall accept fee simple title to the Property, free from all defects and encumbrances to Purchaser, subject only to the Permitted Exceptions.

Section 4.02 Permitted Exceptions. The following matters shall constitute permitted exceptions to Seller's obligation to deliver to Purchaser fee simple title to the Property, free from all defects and encumbrances (collectively, the "**Permitted Exceptions**"):

(a) Any and all zoning, building, environmental and other laws, statutes, ordinances, codes, rules, regulations, requirements, or executive mandates of all governmental authorities having jurisdiction with respect to the Property.

(b) Any state of facts that an accurate survey of the Property would disclose and to which Purchaser does not object.

(c) Any exceptions disclosed on Schedule B of the Title Commitment (as hereinafter defined) to which Purchaser does not object or which will be extinguished upon the transfer of the Property and any other matters of record as of the Effective Date to which Purchaser, in Purchaser's sole discretion, does not object, provided that any Monetary Liens shall not be Permitted Exceptions.

(d) Any lien or encumbrance arising out of the acts or omissions of the Purchaser.

Section 4.03 Title Commitment.

(a) Purchaser shall promptly order, at its sole cost and expense:

(i) a commitment for title insurance (the “**Title Commitment**”) from a title insurance company selected by Purchaser (the “**Title Insurance Company**”), which Title Commitment shall be delivered to counsel for both Purchaser and Seller concurrently; and

(ii) a survey of the Property, prepared by a surveyor licensed in South Carolina (the “**Survey**”), which Survey shall be delivered to counsel for both Purchaser and Seller concurrently and attached hereto as **Exhibit A**.

(b) Purchaser or Purchaser’s attorney shall deliver to Seller, and Seller’s attorney, in writing, any objections to the exceptions to title set forth in the Title Commitment or any matters shown on the Survey, other than the Permitted Exceptions (collectively, “**Title Objection Notice**”), by no later than the date that is 45 days after the Effective Date (“**Title Objection Date**”). The failure by Purchaser, or Purchaser’s attorney, to deliver the Title Objection Notice on or before the Title Objection Date shall constitute Purchaser’s irrevocable acceptance of the Title Commitment and Purchaser shall be deemed to have unconditionally waived any right to object to any matters set forth therein. If, after giving the Title Objection Notice to Seller and Seller’s attorney, Purchaser receives any amendment or update to the Title Commitment or to the Survey showing any title defects which Purchaser claims are not Permitted Exceptions, Purchaser shall give written notice thereof to Seller immediately after the date Purchaser receives such evidence and Purchaser shall be deemed to have unconditionally waived any such matters which it fails to give such notice to Seller prior to the Closing Date. Purchaser and Seller acknowledges and agrees that **TIME IS OF THE ESSENCE** with respect to all time periods relating to Purchaser’s obligations set forth in this Section 4.03.

(c) Seller shall have the right, but not the obligation, to remove, correct, and/or satisfy Purchaser’s Title Objections prior to the Closing. Seller shall (i) notify Purchaser within 10 business days after receipt of Purchaser’s Title Objections (“**Seller’s Response Period**”) as to whether Seller will seek to remove, correct, and/or satisfy any of Purchaser’s Title Objections (“**Seller’s Response**”), and (ii) keep Purchaser reasonably apprised of Seller’s progress toward removing, correcting, and/or satisfying the same (and the manner in which such will be removed, corrected, and/or satisfied) if Seller elects to attempt to cure any of Purchaser’s Title Objections. If Seller fails to notify Purchaser of Seller’s Response within Seller’s Response Period, then Seller shall be deemed to have elected not to seek to remove, correct, and/or satisfy any of Purchaser’s Title Objections. If Seller elects to cure Purchaser’s Title Objections, Seller shall diligently pursue the same to completion. If there remains at the Closing any of Purchaser’s Title Objections that (i) Seller elected, during Seller’s Response Period, to attempt to cure, and (ii) could not be removed despite Seller’s diligence, then Purchaser may elect to: (i) consummate the transaction contemplated by this Agreement without regard to such defects and encumbrances; or (ii) terminate this Agreement and Escrow Agent shall return the Deposit to Purchaser and no party shall have any rights, duties, or obligations hereunder, except those specifically stated herein to survive termination of this Agreement. Purchaser shall have the right, during and after the Inspection Period, to object to matters of title appearing of record after the Effective Date. If a new title matter is recorded after the Effective Date and reflected in any updated title insurance commitment, Seller shall use reasonable efforts to cause such new matter to be removed of record prior to the applicable Closing, unless Purchaser, in Purchaser’s sole discretion, agrees to accept title to the Property subject to such new matter.

Section 4.04 Seller’s Inability to Convey.

(a) If Seller on the Closing Date fails or is unable to convey title subject to and in accordance with the provisions of this Agreement, or one of Purchaser’s conditions to Closing has not been satisfied, Purchaser shall either: (i) terminate this Agreement by written notice to Seller and Escrow Agent delivered on or before the Closing Date, and Escrow Agent shall return the Deposit to Purchaser and this

Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions of subsection (b) immediately following and those that expressly survive termination of this Agreement; or (ii) complete the purchase with such title as Seller is able to convey on the Closing Date.

(b) Notwithstanding anything to the contrary contained in this Agreement, Seller shall not be required to take or bring any action or proceeding or take any other steps to remove any defect in or objection to title or to fulfill any condition precedent to Purchaser's obligations under this Agreement or to expend any moneys therefor, nor shall Purchaser have any right of action against Seller therefor, at law or in equity, except that Seller shall, on or prior to the Closing, pay, discharge, or remove of record or cause any Monetary Liens to be paid, discharged, or removed of record at Seller's sole cost and expense and remove of record or cause to be removed of record at Seller's sole cost and expense any liens, defects or encumbrances created, on or after the Effective Date of this Agreement, by Seller or Seller's agents which are not Permitted Exceptions. The term "**Monetary Liens**" as used herein shall mean any lien and other encumbrances (other than Permitted Exceptions) which: (i) secure the payment of indebtedness of an ascertainable amount, excepting only the lien for rollback taxes and ad valorem taxes for the year of each Closing, if not then due and payable; (ii) are in a liquidated amount; (iii) may be satisfied solely by the payment of money; and (iv) were created by Seller or Seller's agents.

(c) Notwithstanding anything in this Section to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder.

ARTICLE V REPRESENTATIONS AND WARRANTIES, COVENANTS

Section 5.01 Seller's Representations and Warranties. Seller represents, warrants and covenants to Purchaser on and as of the date of this Agreement and on and as of the Closing Date as follows:

(a) Seller is a political subdivision of the State of South Carolina, validly existing, and in good standing under the laws of the State of South Carolina.

(b) The execution, delivery, and performance of this Agreement by Seller and all agreements, instruments, and documents herein provided to be executed by Seller on the Closing Date: (i) do not violate any ordinances of Seller, or any contract, agreement, commitment, lease, order, judgment, or decree to which Seller is a party; and (ii) have been duly authorized by the County Council and the appropriate and necessary action has been taken by such Council on the part of Seller. This Agreement is valid and binding upon Seller, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) Seller is not a "foreign person" within the meaning of Section 1445 of the Code.

(d) To Seller's actual knowledge, there is no pending or threatened litigation or condemnation action against the Property or against Seller with respect to the Property as of the date of this

Agreement. Seller has received no notice from any governmental or quasi-governmental agency or authority or potential condemnor concerning any right-of-way, utility or other taking which may affect the Property.

(e) Seller is not, and will not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control (“**OFAC**”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(f) To the best of the Seller’s knowledge, without inquiry, (i) the Property is in full compliance with all applicable environmental laws; (ii) the Property does not now contain and has not contained, during Seller’s ownership of the Property, any underground storage tanks, landfills, or other hazardous waste; (iii) the Property is not listed on any state or federal environmental remediation priority list; (iv) no claim, action, suit or proceeding is pending or threatened against Seller or any third party relating to hazardous waste, substances or materials (“**Hazardous Materials**”) on or within the Property, the violation of any environmental law, or the presence of any tank, underground or otherwise, within the Property; and (v) Seller has not materially violated any applicable State or federal environmental laws during Seller’s ownership of the Property.

(g) To Seller’s actual knowledge, without independent investigation, there are no violations of any laws, ordinances, rules, regulations, zoning, or other legal requirements with respect to the Property.

(h) All labor performed and materials supplied for the Property at Seller’s request have been fully paid by Seller, and no mechanic’s lien or other lien may be claimed by any person for such labor or materials.

(i) There are no leases or rights to possession of third parties except for certain leases the terms of which do not extend beyond the applicable Closing Date. Seller shall at its sole cost and expense deliver title free and clear of any leases or rights of third parties in possession, which is a condition to Closing.

(j) No other person, firm, or entity has any rights in or right to acquire the Property or any part thereof, other than as evidenced by easements and other documents, if any, recorded in the applicable public records.

(k) Seller has not dealt with any broker in connection with this transaction.

As used herein, the phrase “to Seller’s actual knowledge,” “to the best of Seller’s knowledge,” or similar phrase means only those facts actually known by the County Administrator of Seller.

All representations and warranties of Seller are true and correct as of the Effective Date and shall be true and correct on and as of each Closing Date with the same force and effect as if made at that time and shall survive each Closing for a period of one (1) year.

Section 5.02 Purchaser's Representations and Warranties. Purchaser represents, warrants and covenants to Seller on and as of the date of this Agreement and on and as of the Closing Date as follows:

(a) Purchaser is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of [●].

(b) The execution, delivery, and performance of this Agreement by Purchaser and all agreements, instruments, and documents herein provided to be executed by Purchaser on the Closing Date: (i) do not violate the certificate of incorporation of Purchaser, or any contract, agreement, commitment, lease, order, judgment, or decree to which Purchaser is a party; and (ii) have been duly authorized by the consent of the board of directors of Purchaser and the appropriate and necessary action has been taken by such board of directors on the part of Purchaser. This Agreement is valid and binding upon Purchaser, subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors' rights generally.

(c) Purchaser has not violated any contract, agreement, or other instrument to which Purchaser is a party nor any judicial order, judgment, or decree to which Purchaser is bound by: (i) entering into this Agreement; (ii) executing any of the documents Purchaser is obligated to execute and deliver on the Closing Date or (iii) performing any of its duties or obligations under this Agreement or otherwise necessary to consummate the transactions contemplated by this Agreement.

(d) There are no actions, lawsuits, litigation, or proceedings pending or threatened in any court or before any governmental or regulatory agency that affect Purchaser's power or authority to enter into or perform this Agreement. There are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, or, to the best of Purchaser's knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.

(e) Except for the express representations and warranties of Seller found in herein and in the Closing Documents, Purchaser is acquiring the Property on an "AS IS, WHERE IS" basis, without any representation or warranty of any kind or nature whatsoever, express or implied, and Purchaser acknowledges that no such representations or warranties have been made except as set forth in writing herein and in the Closing Documents.

(f) Purchaser is not, and will not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(g) Purchaser has not dealt with any broker in connection with this transaction.

**ARTICLE VI
ENCUMBRANCES; MAINTENANCE AND REPAIRS**

Section 6.01 Encumbrances. Notwithstanding anything to the contrary in this Agreement, until the Closing or earlier termination of this Agreement, Seller shall not, without Purchaser's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed), encumber or create any liens or enter into any lease encumbering any part of the Property.

Section 6.02 Maintenance and Repairs. Seller shall cause the Property to be maintained in substantially the same manner as prior to the date of this Agreement pursuant to Seller's normal course of business, subject to reasonable wear.

**ARTICLE VII
RISK OF LOSS**

Section 7.01 Risk of Loss. Risk of loss shall remain with Seller prior to the Closing Date. If, prior to the Closing Date any material portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, Purchaser shall have the right to terminate this Agreement.

**ARTICLE VIII
NOTICES**

Section 8.01 Delivery of Notices. Unless specifically stated otherwise in this Agreement, all notices, demands, consents, approvals, waivers, or other communications (for purposes of this Section 8.01 collectively referred to as "**Notices**") shall be in writing and delivered to Purchaser, Seller, or Escrow Agent, at the addresses set forth in Section 8.02, by one of the following methods:

(a) personal delivery, whereby delivery is deemed to have occurred at the time of delivery;

(b) overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier;

(c) registered or certified mail, postage prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third Business Day following deposit with the United States Postal Service; or

(d) electronic transmission (facsimile or email) provided that such transmission is completed no later than 5:00 pm on a Business Day and the original is also sent by personal delivery, overnight delivery or by mail in the manner previously described, whereby delivery is deemed to have occurred at the end of the Business Day on which the electronic transmission is completed.

Section 8.02 Parties' Addresses.

(a) Unless changed in accordance with Section 9.02(b) of this Agreement, the addresses for all communications and notices shall be as follows:

If to Seller:

Name: Oconee County, South Carolina
Address: 415 South Pine Street
Walhalla, South Carolina 29691
Attention: County Administrator

With a copy to:

Name: Oconee Economic Alliance
Address: 528 Bypass US-123, Suite G
Seneca, South Carolina 29678
Attention: President

With a copy to:

Name: Oconee County, South Carolina
Address: 415 South Pine Street
Walhalla, South Carolina 29691
Attention: County Attorney

With a copy to:

Name: King Kozlarek Law LLC
Address: Post Office Box 565
Greenville, South Carolina 29602-0565
Attention: Michael E. Kozlarek
Email: michael@kingkozlaw.com

If to Purchaser:

Name: Project Mayflower
Address: [●]
Attention: [●]
Email: [●]

With a copy to:

Name: Nelson Mullins Riley & Scarborough, LLP
Address: 1320 Main Street, 17th Floor
Columbia, South Carolina 29201
Attention: Edward G. Kluiters
Email: edward.kluiters@nelsonmullins.com
Facsimile: (803) 255-5159

If to Escrow Agent:

Name: Nelson Mullins Riley & Scarborough, LLP
Address: 1320 Main Street, 17th Floor
Columbia, South Carolina 29201
Attention: Edward G. Kluiters
Email: edward.kluiters@nelsonmullins.com
Facsimile: (803) 255-5159

(b) Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.

(c) Any notice under this Agreement may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

ARTICLE IX REMEDIES

Section 9.01 Remedies.

(a) If Purchaser shall default in the observance or performance of Purchaser's obligations under this Agreement and the Closing does not occur as a result thereof (a "**Purchaser Default**"), Seller's sole and exclusive remedy shall be to retain the Deposit, as and for full and complete liquidated and agreed damages for Purchaser's Default, and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON A PURCHASER DEFAULT AND THAT THE DEPOSIT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

(b) If Seller shall default in the observance or performance of any of the terms of this Agreement, and Purchaser is ready, willing, and able to close in accordance with the terms, provisions, and conditions of this Agreement and the Closing does not occur as a result thereof, Purchaser's remedies shall be as stated in Section 4.04 hereof and, in addition, Seller is entitled to the remedy of specific performance.

(c) Notwithstanding the foregoing or any other provision in this Agreement, a grossly negligent or intentional breach of Purchaser's or Seller's representations, warranties, or covenants, made under Article V of this Agreement shall entitle the other party to a recovery of its out-of-pocket expenses incurred in connection with this Agreement. This provision shall survive the termination of this Agreement.

(d) Upon the release of the Deposit to either Purchaser or Seller, as the case may be, this Agreement shall be deemed null and void and no party hereto shall have any obligations to, or rights against, the other hereunder, except as expressly provided herein.

(e) The provisions of this Article shall survive the Closing or termination of this Agreement.

(f) If any legal action is instituted under this Agreement, the prevailing party in such action shall be entitled to recover from the other party costs related to such legal action, including reasonable attorneys' fees and costs in all trial, appellate, post-judgment, and bankruptcy proceedings.

ARTICLE X ESCROW

Section 10.01 Escrow Terms. Escrow Agent shall hold and disburse the Deposit in accordance with the following provisions:

(a) Escrow Agent shall have the right, but not the obligation, to invest the Deposit in savings accounts, treasury bills, certificates of deposits and/or in other money market instruments approved by Seller, or in funds investing in any of the foregoing, and shall not be liable for any losses suffered in connection with any such investment.

(b) If the Closing occurs, then Escrow Agent shall deliver the Deposit to Seller.

(c) If for any reason the Closing does not occur and either party makes a written demand upon Escrow Agent for payment of the Deposit, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within five (5) Business Days after the giving of such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within such five (5) Business Day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the parties to this Agreement or a final judgment in court. However, Escrow Agent shall have the right at any time to deposit the Deposit and interest thereon, if any, with a court of competent jurisdiction. Escrow Agent shall give written notice of such deposit to Seller and Purchaser. Upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

Section 10.02 Escrow Agent's Duties and Responsibilities.

(a) Escrow Agent has signed this Agreement for the sole purpose of agreeing to act as Escrow Agent in accordance with this Article. Escrow Agent shall have no duties or responsibilities except those set forth in this Agreement and Seller and Purchaser agree and acknowledge that Escrow Agent shall act hereunder as a depository only.

(b) Escrow Agent shall be protected in relying upon the accuracy, acting in reliance upon the contents, and assuming the genuineness of any notice, demand, certificate, signature, instrument, or other document which is given to Escrow Agent without verifying the truth or accuracy of any such notice, demand, certificate, signature, instrument, or other document.

(c) The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the duties of the Escrow Agent hereunder are purely ministerial in nature and shall be expressly limited to the safekeeping and disposition of the Deposit in accordance with the provisions of this Agreement. Escrow Agent shall not be liable for any action taken or omitted by Escrow Agent in good faith and believed by Escrow Agent to be authorized or within its rights or powers conferred upon it by this Agreement, except for any damage caused by Escrow Agent's own gross negligence or willful default. Escrow Agent shall not have any liability or obligation for loss of all or any portion of the Deposit by reason of the insolvency or failure of the institution of depository with whom the escrow account is maintained. Upon the disbursement of the Deposit in accordance with this Agreement, Escrow Agent shall be relieved and released from any liability under this Agreement, except in connection with Escrow Agent's gross negligence or willful misconduct.

(d) In the event that a dispute shall arise in connection with this Agreement, or as to the rights of the parties in and to, or the disposition of, the Deposit, Escrow Agent shall have the right to:

(i) hold and retain all or any part of the Deposit until such dispute is settled or finally determined by litigation, arbitration, or otherwise; (ii) deposit the Deposit in an appropriate court of law, following which Escrow Agent shall thereby and thereafter be relieved and released from any liability or obligation under this Agreement; (iii) institute an action in interpleader or other similar action permitted by stakeholders in the State of South Carolina; or (iv) interplead any of the parties in any action or proceeding which may be brought to determine the rights of the parties to all or any part of the Deposit.

(e) Escrow Agent shall not charge a fee for its services as escrow agent.

(f) All costs and expenses incurred by Escrow Agent in performing its duties as the Escrow Agent including, without limitation, reasonable attorneys' fees (whether paid to retained attorneys or amounts representing the fair value of legal services rendered to or for itself) shall be borne 50% by Seller and 50% by Purchaser, except however, if any litigation arises under this Agreement with respect to the Deposit, all costs and expenses of the litigation shall be borne by whichever of Seller or Purchaser is the losing party.

(g) Escrow Agent has acknowledged agreement to these provisions by signing in the place indicated on the signature page of this Agreement.

Section 10.03 Indemnification of Escrow Agent. Seller and Purchaser hereby agree to, jointly and severally, indemnify, defend, and hold harmless Escrow Agent from and against any liabilities, damages, losses, costs, or expenses incurred by, or claims or charges made against Escrow Agent (including reasonable attorneys' fees and disbursements) by reason of Escrow Agent acting or failing to act in connection with any of the matters contemplated by this Agreement or in carrying out the terms of this Agreement, except for those matters arising as a result of Escrow Agent's gross negligence or willful misconduct.

Section 10.04 Purchaser's Attorney as Escrow Agent. Notwithstanding anything to the contrary herein contained, Seller acknowledges that Escrow Agent is also acting as Purchaser's counsel in connection with this Agreement and the transactions contemplated hereunder. Seller further acknowledges and agrees that the Escrow Agent may represent Purchaser, as Purchaser's counsel, in any action, suit, or other proceeding between Seller and Purchaser or in which Seller and Purchaser may be involved.

Section 10.05 Survival. This Article shall survive the Closing or the termination of this Agreement.

ARTICLE XI [RESERVED]

ARTICLE XII BROKERS

Section 12.01 Brokers. Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction. Seller and Purchaser shall each indemnify, defend, and hold harmless the other from and against any claim of any broker or other person for any brokerage commissions, finder's fees, or other compensation in connection with this transaction if such claim is based in whole or in part by, through, or on account of, any

acts of the indemnifying party or its agents, employees, or representatives and from all losses, liabilities, costs, and expenses in connection with such claim, including without limitation, reasonable attorneys' fees, court costs, and interest.

Section 12.02 Survival. The provisions of this Article XII shall survive the Closing or the termination of this Agreement prior to the Closing.

ARTICLE XIII MISCELLANEOUS

Section 13.01 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina.

Section 13.02 Merger; No Representations. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party.

Section 13.03 No Survival. Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of Seller set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

Section 13.04 Limitation of Liability.

(a) No individual officer, Council member, employee, agent, attorney, successor, or assign of Seller, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement or any amendment or amendments to any of the foregoing made at any time or times, heretofore and hereafter, and Purchaser and its successors and assigns and, without limitation all other persons and entities, shall look solely to Seller's assets for the payment of any claim or for any performance and Purchaser, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability.

(b) No officer, director, employee, attorney, successor, assign, or agent of Purchaser, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore and hereafter, and Seller and its successors and assigns and, without limitations, all other persons and entities, shall look solely to Purchaser's assets for the payment of any claim or for any performance, and Seller, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability.

Section 13.05 Business Days. Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a non-business day, then such period (or date) shall be extended until the next succeeding Business Day. As used herein, the term "**Business Day**" shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of South Carolina.

Section 13.06 Modifications and Amendments. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify,

terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

Section 13.07 No Recording. Neither this Agreement, nor any memorandum of this Agreement, shall be recorded. The recording of this Agreement, or any memorandum of this Agreement, by Purchaser shall constitute a material default and shall entitle Seller to retain the Deposit and any interest earned thereon.

Section 13.08 Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Purchaser may not assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Any purported assignment without Seller's consent shall be void and of no force or effect. Any change in control of Purchaser or of any of the direct or indirect ownership interests in Purchaser, at any level or tier of ownership, whether in one transaction or a series of transactions, shall constitute an assignment for purposes of this Section.

Section 13.09 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 13.10 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of South Carolina and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 13.11 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

Section 13.12 Headings. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

Section 13.13 No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section 13.14 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser.

Section 13.15 Waiver of Jury Trial. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Section 13.16 Time of the Essence. The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of Notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than, or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 6:00 p.m. Eastern Standard Time on such date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than, or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

PURCHASER:

PROJECT MAYFLOWER

By: _____

Name: _____

Title: _____

SELLER:

OCONEE COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina

By: _____

Name: _____

Title: _____

ESCROW AGENT:

NELSON MULLINS RILEY &
SCARBOROUGH, LLP, as Escrow Agent

By: _____

Name: Edward G. Kluiters

Title: Partner

EXHIBIT A – PROPERTY DESCRIPTION

To be provided for 3rd reading.

EXHIBIT B - LIMITED WARRANTY DEED

STATE OF SOUTH CAROLINA) AMENDMENT TO AGREEMENT
)
 COUNTY OF OCONEE) FOR DEVELOPMENT OF A JOINT COUNTY
) INDUSTRIAL AND BUSINESS PARK TO
 COUNTY OF PICKENS) INCLUDE PROJECT MAYFLOWER

This Amendment to the Agreement for Development of a Joint County Industrial and Business Park dated May 16, 2023 (the “*Amendment*”) is made and entered into by and between Oconee County, South Carolina (“*Oconee County*”) and Pickens County, South Carolina (“*Pickens County*”), each a body politic and corporate and political subdivision of the State of South Carolina (collectively the “*Counties*”), and is to be effective as of the [●] day of December, 2024.

WITNESSETH:

WHEREAS, Oconee County, acting by and through its County Council, and Pickens County, acting by and through its County Council, are authorized pursuant to Article VIII, Section 13(D) of the Constitution of the State of South Carolina and Title 4, Chapter 1 of the Code of Laws of the State of South Carolina 1976, as amended, and specifically Section 4-1-170 thereof (collectively, the “*Park Act*”), to develop jointly an industrial or business park with other counties within the geographical boundaries of one or more member counties; and

WHEREAS, pursuant to the Park Act, Oconee County and Pickens County entered into that certain Agreement for Development of a Joint and Industrial Business Park dated May 16, 2023 (the “*Park Agreement*”), whereby Oconee County and Pickens County agreed to develop a joint county industrial or business park eligible to include property located in either Oconee County or Pickens County (the “*Park*”); and

WHEREAS, Section 3(A) of the Park Agreement establishes the procedure for enlargement of the boundaries of the Park to include additional property; and

WHEREAS, Oconee County and Pickens County, having determined that an enlargement of the boundaries of the Park to include therein certain property described in greater detail in Schedule 1 attached hereto (the “*Project Mayflower Properties*”), would promote economic development and thus provide additional employment and investment opportunities within said Counties, have agreed to enter into this Amendment to enlarge the boundaries of the Park by including therein the Project Mayflower Properties that are located in Oconee County; and

WHEREAS, each of Oconee County and Pickens County has authorized the execution and delivery of this Amendment by duly enacted ordinances or resolutions.

NOW THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Amendment and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Exhibit A to the Park Agreement, which describes the boundaries of the Park property located in Oconee County, is hereby amended to include the Project Mayflower Properties, consisting of the parcels which are described on Schedule 1 hereto and made a part hereof by reference.

3. Except as expressly amended or modified herein, the remaining terms and conditions of the Park Agreement shall remain in full force and effect.

4. In the event that any clause or provisions of this Amendment shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

4. 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.

[Signature page follows.]

In WITNESS WHEREOF, the duly authorized and appointed officers of Oconee County, South Carolina and Pickens County, South Carolina have set their hand and seals hereto to be effective as of the above written date.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chairman
Oconee County Council

(SEAL)
ATTEST:

Clerk to Council
Oconee County Council

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Chairman
Pickens County Council

(SEAL)
ATTEST:

Clerk to Council
Pickens County Council

SCHEDULE 1

DESCRIPTION OF PROJECT MAYFLOWER PROPERTIES

[To be included at final reading.]

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: October 15, 2024
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Council consideration to approve an inducement resolution and ordinance between Project Shaker and Oconee County to expand its manufacturing operations in Oconee County.

BACKGROUND DESCRIPTION:

Project Shaker is an advanced manufacturing company that is considering Oconee County as a location for an expansion of their operation. The project will include the construction a 100,000 square foot addition with an expected capital investment of \$12.5 million and 41 new jobs. The Oconee Economic Alliance (OEA) has been working with the project since January 2024. We have discussed with the company and SC Department of Commerce property tax reductions and several state incentives to secure the project in Oconee. OEA is recommending the following county incentives for the project:

1. A 30-Year Fee-In-Lieu-of- Tax (FILOT) agreement with an assessment rate of 6% and fixed millage rate of 214.9 mills,
2. A 7-Year Special Source Revenue Credit (SSRC) at 50% annually.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

- The project would be making a strong commitment to strengthen their Oconee County operation.
- The project is competing with other company facilities in several states.
- Existing industry is our top priority and the county is committed to assisting businesses that seek to grow their operations in the county.
- OEA asks that the County Council allow us to bring to you an ordinance and fee agreement for consideration at the October 15 meeting.

FINANCIAL IMPACT [Brief Statement]:

- The project would generate an estimated \$845,458 in property taxes over the first 10 years, \$2,155,792 over 20 years and \$3,466,125 over 30 years.
- The FILOT and SSRC represent a property tax reduction of approximately \$262,035 over the first 10 years, \$582,464 over 20 years and \$1,166,822 over 30 years from the standard ad valorem taxes which includes the state statutory 5-year manufacturers abatement.

Check here if Item Previously approved in the Budget. No additional information required.

Approved by: _____ **Finance**

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council approve the inducement resolution and ordinance for Project Shaker.

Submitted or Prepared By:

Jamie Gilbert, Economic Development Director

Approved for Submittal to Council:

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.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2024-25**

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 SHAKER, 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 A MULTI-COUNTY INDUSTRIAL 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 agreement (“MCIP Agreement”) for Development of a Joint County Industrial Park (Project Shaker) 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 [●] acres, as further described on the attached Exhibit A (“Project Site”) shall be designated as being part of the 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, [●], formerly known to the County as Project Shaker, 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 \$12,650,000 in taxable property and the creation of approximately 41 new, full-time equivalent jobs;

WHEREAS, the Project Site, upon the approval of this Ordinance by the Council and the approval of a separate ordinance by the Pickens County Council, is added to and will be located within the boundaries of the Park;

WHEREAS, pursuant to an Inducement Resolution adopted by the Council on October 15, 2024, 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) a fifty percent (50%) SSRC with a term of 7 years with respect to the Negotiated FILOT payments; and

WHEREAS, it appears that the Fee Agreement, and the MCIP Agreement, 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 and the Project Site 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 and the Project Site 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 Agreement, any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial 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 Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

Section 3. *Authorization of an Approval of Form of Fee Agreement, and MCIP Agreement.* 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 Agreement are each authorized and approved. The form of the Fee Agreement, and the MCIP Agreement 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 Agreement 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 Agreement 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 Agreement to be delivered to Pickens County. The Fee Agreement, and the MCIP Agreement 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 Agreement now before this meeting.

Section 4. *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 Agreement and the performance of all obligations of the County under and pursuant to this Ordinance and Fee Agreement, and the MCIP Agreement.

Section 5. *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 6. *Effective Date.* This Ordinance is effective at its approval following a public hearing and third reading.

[ONE SIGNATURE PAGE AND [] EXHIBITS FOLLOW]
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Passed and approved: November ____, 2024

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: October 15, 2024
Second Reading: November 19, 2024
Public Hearing: December 03, 2024
Third Reading: December 03, 2024

EXHIBIT A
DESCRIPTION OF PROJECT SHAKER PROPERTY

ALL that certain piece, parcel, or tract of land situate in Oconee County, South Carolina and being shown [•] [•] [•]. Said parcel being more fully described as follows: [•] [•] [•].

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

[SEE ATTACHED]

EXHIBIT C
FORM OF MCIP AGREEMENT

[SEE ATTACHED]

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

Between

OCONEE COUNTY, SOUTH CAROLINA

and

[PROJECT SHAKER]

Dated as of [_____], 2024

RECAPITULATION OF CONTENTS OF
FEE AGREEMENT PURSUANT TO S.C. CODE §12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B).

**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 (the “Fee Agreement”) is made and entered into as of [___], 2024 by and between OCONEE COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through the Oconee County Council (the “County Council”) as the governing body of the County, and [PROJECT SHAKER], (FORMERLY IDENTIFIED AS PROJECT SHAKER), a corporation organized and existing under the laws of the State of South Carolina (the “Company”).

RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “Act”) authorizes the County (*i*) to induce industries to locate in the State; (*ii*) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (*iii*) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property.

2. Pursuant to Section 12-44-40(I)(1) of the Act, based solely on the information provided to the County by the Company, the County finds 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 any incorporated municipality and to no 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.

3. Based solely on information provided to the County by the Company, the County has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

4. An Ordinance that the County Council enacted contemporaneously with the date of this Fee Agreement (the “Fee Ordinance”) authorizes the County and the Company to enter into a Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.1 The terms that this section defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

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

“Act Minimum Investment Requirement” shall mean an investment of at least \$2,500,000 by the Company and any Sponsors and sponsor affiliates of property within the Investment Period, provided, however, that in the event of a reduction of the minimum investment level in Section 12-44-30(14) or any successor section by legislative action, then the Act Minimum Investment Requirement shall equal such reduced amount.

“Clawback Minimum Requirements” shall mean (a) an investment of at least [\$12,650,000] in property subject to ad valorem taxation (in the absence of this Fee Agreement and/or the Industrial Development Park) by the Company and any Sponsors and (b) the creation of at least [41 new], full-time jobs by the Company.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which 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 Company enter into this Fee Agreement.

“Company” shall mean [Project Shaker] (formerly identified as Project Shaker) and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

“County Council” shall mean the Oconee County Council, the governing body of the County.

“Department” or “SCDOR” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (i) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements and except as otherwise permitted by Section 12-44-110 of the Act.

“Industrial Development Park” shall mean an industrial or business park created pursuant to the MCIP Act.

“Infrastructure” shall mean infrastructure serving the Project, including the Improvements, to the extent that the MCIP Act permits, provided that Infrastructure shall first be deemed to include real property and infrastructure improvements prior to including any personal property, notwithstanding any presumptions to the contrary in the Act or otherwise.

“Infrastructure Credit” shall mean the annual infrastructure credit provided to the Company pursuant to the MCIP Act and Section 4.1(c) hereof, with respect to the Infrastructure.

“Investment Commitment” shall mean, with respect to the Project, investment by the Company and any sponsor affiliates of at least \$12,650,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“Jobs Achievement Percentage” shall equal the quotient of the maximum number of jobs created in the Investment period divided by forty-one (41).

“Jobs Commitment” shall mean the creation of at least forty-one (41) new, full-time jobs at the Project.

“MCIP Act” shall mean Article VIII, Section 13(D) of the Constitution of the State of South Carolina, Sections 4-1-170, 4-1-172, and 4-1-175 of the Code of Laws of South Carolina, 1976, as amended, and Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one year in the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean all the Equipment, Improvements, and/or Real Property in the County that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2024 or thereafter. The Project shall not include existing buildings and improvements on the Real Property, as of the date of the commencement of the Project by the Company, and any machinery and equipment which have previously been subject to South Carolina *ad valorem* taxation, except as expressly permitted by Section 12-44-110 of the Act.

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consisting of the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto, and any improvements located thereon.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

“Sponsor” shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project. Any Sponsor 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 Company and the Sponsor, and consented to by the County, as reflected by its execution of the Joinder Agreement.

“Streamlined FILOT Act” shall mean Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 29th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

Section 1.2 Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.3 The term “investment” or “invest” as used herein shall include not only investments made by the Company or a Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state,

or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1 Representations, Warranties, and Agreements of the County. The County hereby represents, warrants, and agrees as follows:

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

(b) Based solely on representations by the Company, the Project constitutes a “project” within the meaning of the Act, and the County is a County that the Act authorizes to enter into fee in lieu of tax agreements with companies that satisfy the Act Minimum Investment Requirement within the County.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in South Carolina.

(d) The millage rate in Section 4.1 hereof is the lowest millage rate permissible under the Act, which the parties understand to be 214.9 mills, the millage rate in effect with respect to the location of the proposed Project on June 30, 2024, as provided under Section 12-44-50(A)(1)(d) of the Act.

(e) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement and/or as a result of creating an Industrial Development Park encompassing the Project.

(f) The County agrees to use its commercially reasonable efforts to cause the Real Property to be added to and become part of the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included with the boundaries of the Multi-County Park or another multi-county park during the Fee Term in order that the tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

Section 2.2 Representations, Warranties, and Agreements of the Company. The Company hereby represents, warrants, and agrees as follows:

(a) The Company is in good standing under the laws of the State of South Carolina, is duly authorized to transact business in the State of South Carolina, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of manufacturing, and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company will use commercially reasonable efforts to ensure that its total capital investment will equal or exceed the Act Minimum Investment Requirement.

(d) The Company'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 Company is now a party or by which it is bound.

(e) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company 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 Company may deem appropriate.

(f) 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 Company to undertake the Project in the County.

(g) The Company plans and intends to achieve its Investment Commitment and Jobs Commitment by the end of the Investment Period.

(h) The income tax year of the Company, and accordingly the property tax year, for federal income tax purposes, ends on March 31.

(i) The Company 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

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 **The Project.** The Company intends to invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which are anticipated to create at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County.

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsors under any form of lease, then such property shall, at the election of the Company, be subject to FILOT Payments to the same extent as the Company's assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith. Such leased property shall constitute a part of the Project for all purposes of this Fee Agreement, including the calculation of the Clawback Minimum Requirements, removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Fee Agreement provided, however, that no Sponsor shall be liable for any payments pursuant to Section 4.2(b) hereof, which shall remain the Company's liability.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets on the applicable schedule in its annual PT-300 form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period, subject to provisions of the Act, and Article V, hereof, and provided, however, the Company makes FILOT payments, as, if, and when due under the Act and this Fee Agreement. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company shall deliver to the County, the County Auditor, the County Treasurer, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor, the County Treasurer, and the County Assessor of the County and any partner county, when the Project is placed in an Industrial Development Park, and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under the Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company shall make FILOT Payments on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make FILOT Payments during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, 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. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and

otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments.

Step 3: Use a fixed millage rate equal to the lowest millage rate permissible under the Act, which the parties mutually understand to be the millage rate in effect on June 30, 2023, which is 214.9 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company to make annual fee payments.

(b) The FILOT Payments shall be in lieu of all *ad valorem* tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum FILOT Payment applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

Subject to Section 6.8 hereof, in the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent hereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

(c) The County agrees that all qualifying capital expenses of the Company during the Investment Period shall qualify for a seven-year, 50% Infrastructure Credit. The Company shall receive an annual credit in an amount equal to 50% of the FILOT revenues for the Project to offset the aggregate

Infrastructure costs incurred for the first seven FILOT Payments hereunder. The Infrastructure Credit shall be applied as a setoff against the FILOT owed for the then current year.

To claim each Infrastructure Credit, 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 Infrastructure Credit, an Annual Infrastructure Credit Certificate, 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 Infrastructure Credit. Failure to timely file the Certification shall not result in a forfeiture of the Infrastructure Credit for such year, but the County will not deduct the Infrastructure Credit from the FILOT bill until the Certification is submitted by the Sponsor, provided, further, however, failure to file the Certification on or before the close of the County's then-current fiscal year shall result in the forfeiture of the Infrastructure Credit for such year. The County is entitled to confirm the information (including the calculation) on the Certification prior to deducting the amount of the Infrastructure Credit 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 Infrastructure Credit amount from the FILOT bill. In no event is the County required to deduct any Infrastructure Credit 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 4.2 Failure to Achieve Act Minimum Investment Requirement; Failure to Achieve Clawback Minimum Requirements.

(a) In the event that the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate as to such entity failing to meet the minimum investment level. In such event, the Company shall pay the County an amount (the "Additional Payment") pursuant to the Act which is equal to the excess, if any, of (i) the total amount of ad valorem taxes as 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 items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

(b) If the Company fails to achieve the Clawback Minimum Requirements by the end of the Investment Period, the Infrastructure Credits shall be reduced retroactively and prospectively, as follows:

Reduction Factor = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Maximum Capital Investment Achieved Within the Investment Period / \$12,650,000

Jobs Achievement Percentage = Maximum Jobs Created Within the Investment Period / 41

Repayment Amount = Infrastructure Credits Received x Reduction Factor

The Company shall pay the Repayment Amount within 60 days after the deadline for filing property tax returns for the last year of the Investment Period. Any future Infrastructure Credits shall be reduced by the

Reduction Factor, provided that either the Company or the County may request a redetermination of the Reduction Factor for any future Infrastructure Credits in any property tax year based on the capital investment and jobs achieved as of the last day of the Company's applicable fiscal year, subject to the statutory interest if not paid when due pursuant to Section 12-54-25 of the Code, and/or as otherwise allowed under the FILOT Act.

(c) The remedies stated herein shall be the County's sole remedies for the Company's failure to meet any required investment or job creation level.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant, and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. However, the Company will not be required to make any retroactive payment such as the Additional Payment under Section 4.2.

Section 4.5 Place of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Economic Development Property. Subject, always, to the other terms and provisions hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended. Economic Development Property is disposed of only when it is scrapped or sold, or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

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

(c) Election to Remove. In the event the Company 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 Economic Development Property shall be treated as Removed Components.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property 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; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein “Confidential Information”) and that any disclosure of Confidential Information concerning the Company’s operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also upon the County. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these reasons, the Company shall clearly label all Confidential Information it delivers to the County “Confidential Information.” Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) 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 law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the requirements of law, the Company 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. In the event that the County is required to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.10 Assignment. If Section 12-44-120 of the Act or any successor provision requires consent to an assignment, the Company may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor’s basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

Section 4.11 No Double Payment; Future Changes in Legislation.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over the same piece of property, nor shall the Company or any Sponsor be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.4, 4.6, 4.7, 4.8, or the calculation of the Investment Period, the County agrees to give expedient and full consideration to such legislation.

Section 4.12 Administration Expenses. The Company agrees to pay the reasonable and necessary expenses that the County incurs with respect to the execution and administration of this Fee Agreement, including without limitation reasonable and actual attorneys’ fees (the “Administration Expenses”); provided, however, that no such expense shall be an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the general reason for its incurrence. As used in this section, “Administration Expenses” shall include the reasonable and necessary expenses, including attorneys’ fees, incurred by the County with respect to: (i) this Fee Agreement; (ii) all other documents related to this Fee Agreement and any related documents; and (iii) the fulfillment of its obligations under this Fee Agreement and any related documents and the implementation and administration of the terms and provisions of the documents after the date of execution thereof, but

only as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of such documents. Reimbursement for the County's attorneys' fees shall be according to the typical fee arrangement with the County, not to exceed \$15,000, provided however, this limit does not apply to Section 4.14 or Section 5.5 of this Fee Agreement.

Section 4.13 Execution of Lease. The parties acknowledge that the intent of this Fee Agreement is to afford the Company the benefits of the FILOT Payments in consideration of the Company's decision to locate the Project within the County and that this Fee Agreement has been entered into in reliance upon the validity and enforceability of the Act. In the event that a court of competent jurisdiction holds that the Act is unconstitutional or that this Fee Agreement or agreements similar in nature to this Fee Agreement are invalid or unenforceable in any material respect, or should the parties determine that there is a reasonable doubt as to the validity or enforceability of this Fee Agreement in any material respect, then the County, upon the provision by the Company of evidence acceptable to the County that the Project is free from environmental contamination and the conveyance of title to the Project to the County at the expense of the Company, agrees to lease the Project to the Company pursuant to the Streamlined FILOT Act and, to the extent permitted under the law in effect at such time, use its best efforts to ensure that the Company receives the benefits of the FILOT arrangement as contemplated by this Fee Agreement.

Section 4.14 Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Company 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 Fee Agreement, performance of the County's obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement (collectively, "Losses").

(b) Any Indemnified Party seeking to be indemnified hereunder shall promptly notify the Company 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 Company as promptly as practicable thereafter all information and documentation reasonably requested by the Company to verify the Losses asserted. Upon the Company's receipt of any notice of a claim pursuant to this Section 4.14, the Company 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 Company'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 Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its reasonable discretion, hire independent counsel to assume such defense, and the Company shall be liable for the reasonable cost of such counsel. Whether or not the Company 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 Company 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 Company does not elect to assume the defense of such claim pursuant to this Section 4.14, the Indemnified Party shall not settle any such claim without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Notwithstanding anything in this Fee Agreement to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for Losses or any other amounts due under this Section 4.14: (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) to the extent that such Losses result from any

Indemnified Party's negligence, bad faith, fraud, deceit, breach of this Fee Agreement or willful misconduct.

(d) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section 4.14 unless it provides the Company 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 Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

The indemnity specified in this Section 4.14 shall survive the termination of this Fee Agreement with respect to liability arising out of any event or act occurring prior to such termination.

(e) The County is entitled to use counsel of its choice and the Company 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 Company shall pay the County within 30 days of receipt of the statement. The Company 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.

ARTICLE V

DEFAULT

Section 5.1 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 Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however*, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

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

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action; or

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

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (i) terminate the Fee Agreement, upon 30 days' notice to the Company and any Sponsor (which notice period shall not be applicable in the case of the failure to make any payments due under this Fee Agreement); or
- (ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company's failure to meet the Act Minimum Investment Requirement, other than as expressly set forth herein.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

Section 5.3 Additional 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 5.4 Remedies Not Exclusive. No remedy conferred upon or reserved to the County or the Company 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 5.5 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE VI

MISCELLANEOUS

Section 6.1 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:

IF TO THE COMPANY:

[Project Shaker]
Attn: _____

WITH A COPY TO (which shall not constitute notice):

Haynsworth Sinkler Boyd, P.A.
Attn: Katherine Busbee
P.O. Box 2048
Greenville, SC 29602

IF TO THE COUNTY:

Oconee County, South Carolina
Attn: County Administrator
415 S. Pine Street
Walhalla, SC 29691

WITH A COPY TO (which shall not constitute notice):

King Kozlarek Root Law LLC
Attn: David A. Root
Post Office Box 565
Greenville, South Carolina 29602-0565

AND

King Kozlarek Root Law LLC
Attn: Michael E Kozlarek
Post Office Box 565
Greenville, South Carolina 29602-0565

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part 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 6.3 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 6.4 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 6.5 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 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement, or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the most commensurate incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible, within the provisions of the Act, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, with a view toward providing the Company with the benefits of such change in the Act or South Carolina laws.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law.

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war, or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control, provided, however, this Section 6.9 shall not apply to any payment(s) due by the Company to the County under this Fee Agreement.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with written notice of termination, and such termination shall be effective as of the date determined by the Company; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination, shall survive such termination. In the year following the effective date of termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the effective date of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other with respect to its subject matter, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 6.15 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 Infrastructure Credit, 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.

**[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
[REMAINDER OF PAGE SUBSTANTIVELY 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 the County Administrator or County Council Chairman and to be attested by the Clerk of the County Council; and the Company 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**

Signature: _____
Name: _____
Title: _____

ATTEST:

Signature: _____
Name: _____
Title: Clerk to County Council

[PROJECT SHAKER]

Signature: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION

[To come.]
[TMS No. to come]

EXHIBIT B
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

Reference is hereby made to the Fee Agreement, effective [_____], 2024 (“*Fee Agreement*”), between Oconee County, South Carolina (“County”), and [Project Shaker] (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:

1. 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.

2. 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.

3. 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 original Sponsor in the Project in the County.

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

5. Request of Sponsor. The original Sponsor hereby requests and consents to the addition of [] as a “[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 6.1 of the Fee Agreement shall be sent to the [Sponsor] [Affiliate] at:

[_____]

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 SHAKER]

By: _____

Its: _____

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

[NAME OF ADDITIONAL SPONSOR/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]

EXHIBIT C
FORM OF ANNUAL INFRASTRUCTURE CREDIT CERTIFICATE

ANNUAL INFRASTRUCTURE CREDIT CERTIFICATE

Reference is hereby made to the Fee Agreement, effective [____], 2024 (“*Fee Agreement*”), between Oconee County, South Carolina (“County”), and [_____] (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 4.1 of the Fee Agreement, the undersigned authorized officer of the Sponsor certifies to the County as follows:

1. The Sponsor is entitled to claim an Infrastructure Credit (“Credit”) 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, as follows: The Credit commences with the property tax year after the year in which the first Phase of the Project is placed in service and shall remain effective and will be a 50% Credit for years one (1) through seven (7).

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

3. The Sponsor is entitled to a Credit for this tax year, calculated as follows:

FILOT Payment x 50% (years 1 through 7); = \$_____

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

5. The Credit specified in this Certificate for the current property tax year, together with the amount of all Credits 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 a Credit is permitted under the Act.

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

[PROJECT SHAKER]

Signature: _____

Name: _____

Title: _____

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2024-17**

PROVIDING PRELIMINARY APPROVAL PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, FOR 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 A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT SHAKER, 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 INCLUDE PROJECT PROPERTY IN THE PARK; AND OTHER RELATED MATTERS.

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

WHEREAS, the Company, identified for the time being as Project Shaker, proposes to invest in, or cause others to invest in, the County (“Project”);

WHEREAS, based solely on the information supplied to it by the Company, the County has determined the Project would subserve the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the employment and investment associated therewith which contribute to the tax base and the economic welfare of the County;

WHEREAS, as an inducement to make the investments in the County, the County desires to enter into the following agreement(s) with the Company in connection with the Project: (i) a Fee-in-Lieu of Ad Valorem Taxes and SSRC Agreement (“Fee Agreement”).

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

Section 1. This Resolution is an inducement resolution for the Project for purposes of the Act.

Section 2. County Council agrees to commence negotiations (i) to enter into the Fee Agreement, which provides for FILOT Payments and special source revenue credits (“SSRCs”) with respect to the Project; and (ii) to designate the Project as being part of a Park to the extent the Project is not already

designated as being part of a Park. The further details of the FILOT Payments, SSRCs, and the Fee Agreement will be prescribed by subsequent ordinance of the County to be enacted in accordance with South Carolina law and the rules and procedures of the County.

Section 3. The County Council Chair and other officials of the County are authorized, by and on behalf of the County, which may be subsequently approved by County Council through enactment of an ordinance.

Section 4. County Council identifies and reflects the Project by this Resolution, therefore permitting expenditures made in connection with the Project to qualify as economic development property, subject to the terms and conditions of the Fee Agreement and the Act.

Section 5. All orders, resolutions, and parts thereof in conflict herewith are to the extent of that conflict hereby repealed. This Resolution shall take effect and be in full force upon adoption by County Council.

[SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Approved and adopted: October 15, 2024

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

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

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: October 15, 2024
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

2024 Edward Byrne Memorial JAG Grant Notification

BACKGROUND DESCRIPTION:

Oconee County Sheriff's Department is eligible to receive an allocation of \$14,832.00 from the Bureau of Justice Assistance. The grant program requires the notification of intent be made available for Oconee County Council and the public to review and comment on the proposed use of funds. The Sheriff's Department plans to use the funds from this program to purchase 31 digital siren units, including the cost for connectivity.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

Comments should be directed to Chief Deputy Kevin Davis at 864-638-4118 or in writing to the Oconee County Sheriff's Department.

FINANCIAL IMPACT [Brief Statement]:

Any overage will be paid from the Sheriff's Department Capital Equipment line item.

Approved by: _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No
If yes, who is matching and how much:

Approved by: _____ Grants

ATTACHMENTS

Public Notice

STAFF RECOMMENDATION [Brief Statement]:

Staff recommends Oconee County Council approve the use of the Bureau of Justice Assistance funds for the purchase and connectivity of the digital siren system for the Oconee County Sheriff's Office.

Submitted or Prepared By:

Approved for Submittal to Council:

Brittney Martin, Grants Administrator

Amanda 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.

Public Notice

The County of Oconee may receive \$14,832.00 from the 2024 Edward Byrne Memorial Justice Assistance Grant program, administered by the U.S. Bureau of Justice Assistance, Office of Justice Programs.

The purpose of this program is to assist local units of government in reducing crime and improving public safety through grants that increase resources available to law enforcement agencies. The Oconee County Sheriff's Office intends to use the funds, which do not require county match money, to purchase thirty-one (31) digital sirens.

If anyone wishes to make recommendations or comments about how these funds should be spent, please contact the Sheriff's Office in one of the following ways:

Call Chief Deputy Kevin Davis at (864) 638-4118 or write to:

Chief Deputy Kevin Davis
Oconee County Sheriff's Office
415 S. Pine Street
Walhalla, SC 29691



HVAC Products, Installation, Labor Based Solutions, and Related Products and Services
Executive Summary

Lead Agency: Racine County, Wisconsin

Solicitation: RC2022-1001

Solicitation Issued: June 15, 2022

Pre-Bid Date: June 29, 2022

Response Due Date: July 21, 2022

Awarded to: Trane U.S. Inc.

Racine County, Wisconsin issued IFB #RC2022-1001 on June 15, 2022, to establish a national cooperative contract for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services.

The solicitation included cooperative purchasing language in Section II. INSTRUCTION TO BIDDERS, K. National Contract:

Subject to its fiduciary and statutory obligations, Racine County, as the Principal Procurement Agency, defined in Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Racine County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment D – National Cooperative Contract, or as otherwise agreed to. Attachment D – National Cooperative Contract contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Racine County website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)

- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Sun
- Kennebec Journal, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses, Historically Underutilized Businesses were notified of the Invitation to Bid.

On Thursday July 21, 2022, bids were received from the following offerors:

- Trane U.S. Inc.

Trane U.S. Inc. was the lowest responsive, responsible, and qualified bidder based on the requirements issued in the IFB. The County Executive, who was granted authority on January 11, 2022 by the Racine County Commissioners, approved the contract award. The contract was executed on August 17, 2022 with an effective date of September 1, 2022.

Contract includes HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. Trane U.S. Inc. can provide products and services covering the following areas:

- Operate, Maintain & Repair
 - Connectivity and Cloud Services
 - HVAC System Management
 - HVAC System Repair
 - Rental Solutions
 - Parts and Supplies
- Energy & Sustainability
 - Energy conservation Measures
 - Energy Monitoring & Analysis
 - Active Energy Management
 - Financing & Energy Services Contracting
- Design, Upgrade & Modernize
 - Upgrading Existing Equipment
 - Building Systems Design and Upgrades
 - HVAC System Retrofits
 - Indoor Air Quality (IAQ)
- Building Systems and Technologies
 - Variable Refrigerant Flow (VRF) and Ductless Systems
 - Chillers
 - Packages Units and Split Systems

- Air Handlers, Terminal Devices, Vav and Fan Coils
- Variable Frequency Drives (VFD)
- Energy Storage
- Precision Cooling
- Building Management and Automation
 - Solutions for Large Buildings and Campuses
 - Small Building Solutions
 - Air-Fi® Wireless Communications
 - Lighting Solutions
 - Controls Solutions for Light Commercial Contractors
- Design and Analysis Software Tools

Term:

- September 1, 2022 to August 31, 2027 with the option to renew for one (1) additional five (5) year period. The anticipated full term of the contract is ten (10) years. Trane U.S. Inc. has the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) subject to the discretion of the Participating Public Agency. Any job orders, project agreements, or maintenance agreements executed against the Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.



Trane Turnkey Proposal



Turnkey Proposal For:

Jeremy Laboone
Oconee County Procurement
415 SOUTH PINE STREET
Walhalla, SC 29691-2969

Local Trane Office:

Trane U.S. Inc.
412 Fairforest Way
Greenville, SC 29607

Local Trane Representative:

Mauro Martin
Account Manager
E-mail: Mauro.Martin@trane.com
Cell: (864) 923-0162
Office Phone: (864) 672-6000

Proposal ID: 7836014

Date: August 05, 2024

Prepared For:

Jeremy Laboone

Date:

August 05, 2024

Job Name:

Oconee Law Enforcement Boiler

Updated 10/3/2024

Delivery Terms:

Freight Allowed and Prepaid – F.O.B. Factory

Proposal ID:

7836014

State Contractor License Number:

M111417

Payment Terms:

Net 30

Omnia Contract # 3341**Omnia Quote Number: H4-243458-23-010****Proposal Expiration Date:**

30 Days

Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with Jeremy Laboone and based on the site surveys performed.

Turnkey Installation of HVAC Equipment

- Check in with customer and prepare site for work
- Lock Out Tag out existing boiler
- Disconnect electrical and piping
- Remove existing boiler per EPA regulations
- Install new Lochinvar Shield 500k BTU/Hr water heater
- Install new mixing valve
- Install new expansion tank to match existing design (same manufacturer that on plans)
- Install (4) new anode rods for existing storage tank
- Insall new neutralizer kit
- Re-insulate disturbed piping
- Check for proper operation
- Check out with customer

*Boiler comes with Bacnet Card, but integration into the Tracer system is not included.



Series "PTA" (ASME)

Residential/Commercial Potable Water
Diaphragm Expansion Tanks For Potable
Water Systems



Pricing and Acceptance

Jeremy Laboone
Oconee County Procurement
415 SOUTH PINE STREET
Walhalla, SC 29691-2969

Price

Total Price (Including appropriate Sales and/or Use Tax, if required by law).....\$64,259.00 USD

Change Oder Proposal 10/3/2024.....\$Add 44,725.00

- Remove other water heater
- Install (1) Lochinvar Shield 500k BTU/Hr water heater
- Insall new neutralizer kit
- Re-insulate disturbed piping
- Check for proper operation

Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Mauro Martin
Account Manager
Trane U.S. Inc.
E-mail: Mauro.Martin@trane.com
Office Phone: (864) 672-6000



ACCEPTANCE

This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Submitted By: Mauro Martin	Cell: (864) 923-0162 Office: (864) 672-6000 Proposal Date: August 21, 2024
CUSTOMER ACCEPTANCE Oconee County Procurement	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number: M111417

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY).** In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)
Supersedes 1-26.251-10(1221)



SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of

providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or



undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 15, 2024

ITEM TITLE:

Title: Two (2) 2023 Ram 1500 SSV's One (1) 2024 Ram 1500 SSV & Ten (10) 2025 Dodge Durango PPV's **Department: Sheriff's Office** **Amount: \$594,818.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2024-2025 budget process.

Budget: **\$ 594,818.00** Project Cost: **\$594,818.00** Balance: **\$0.00** Finance Approval: _____
(Funding from Capital Equipment / (325) Vehicle Fund)

BACKGROUND DESCRIPTION:

The Fiscal year 2024-2025 Capital Replacement plan includes two (2) 2023 Ram 1500 SSV's, one (1) 2024 Ram 1500 SSV and ten (10) 2025 Dodge Durango's for the Sheriff's Office Investigations, Narcotics, and Road Deputies. These vehicles are on the lot or in transit to the dealership and there will be very little wait time in delivery. If the County places orders for these vehicles, it will be late Spring or Early Summer 2025 before they are received and delivered.

The new vehicles will replace a 2000 Crown Vic with 126,432 miles, 2011 Sierra with 222,374 miles, 2009 Tahoe with 172,848 miles, 2009 Crown Vic 200,672 miles, 2016 Tahoe 230,200 miles, 2003 Tahoe 167,641 miles, 2014 Tahoe with 261,589 miles, 2016 Colorado 124465 miles, 2015 Tahoe (totaled), 2019 Tahoe (Totaled), 2022 Durango (totaled), 2019 Tahoe (totaled) and 2018 Tahoe (totaled).

The vehicles being replaced will be sold as surplus or replace older vehicles used in other County departments. The Fleet Maintenance Director also approves this purchase.

Santee Automotive of Manning, SC was awarded SC State Contract # 4400035151 for Dodge vehicles.

SPECIAL CONSIDERATION(S):

Santee Automotive of Manning, SC is a SC State Contract holder for Dodge vehicles.

ATTACHMENT(S):

1. Santee Automotive quotes
2. SC State Contract information
3. Pricing Spreadsheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of two (2) 2023 Ram 1500 SSV's, one (1) 2024 Ram 1500 SSV and ten (10) 2025 Dodge Durango's from Santee Automotive of Manning, SC, in the amount of \$594,818.00

Submitted or Prepared By: _____ Approved for Submittal to Council: _____

Tronda C Popham, Procurement Director

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.



QUOTE

Santee Automotive LLC
 2601 Paxville Highway
 Manning, South Carolina 29102
 United States

Phone: 1-888-853-5338
 Fax: 1-888-853-5338
 info@santeefleet.com

BILL TO
Oconee County
 Dwayne Peay
 415 S Pine Street
 Walhalla, South Carolina 29691
 United States

 (864)710-6501
 dpeay@oconeesc.com

SHIP TO
Oconee County Vehicle Maintenance
 15026 Wells Highway
 Seneca, South Carolina 29678
 United States

 (864)710-8216

Estimate Number: 1920
Estimate Date: October 3, 2024
Valid Until: December 2, 2024
Estimate Total (USD): **\$121,238.00**

Units	Quantity	Price	Amount
Ram 1500 SSV Crew Cab 4x4 State Contract 4400035151 2023 Ram 1500 SSV Crew Cab 4x4 5.7L V8 Hemi Engine 8 Speed Automatic Transmission Cloth Front Seats Vinyl Rear Seats Protection Group Chrome Appearance Group Carpet Floor Covering Anti-Spin Differential Rear Axle Rear Window Defrost LT265/60R17E BSW A/T Tires	2	\$39,572.00	\$79,144.00
Ram 1500 SSV Crew Cab 4x4 State Contract 4400035151 2024 Ram 1500 SSV Crew Cab 4x4 5.7L V8 Hemi Engine 8 Speed Automatic Transmission Cloth Front Seats Vinyl Rear Seats Protection Group Utility Group Vinyl Floor Covering LT265/60R17E BSW A/T Tires Anti-SPin Differential Rear Axle	1	\$39,694.00	\$39,694.00
Exterior Color Diamond Black Clear Coat	3	\$0.00	\$0.00
Vehicle Delivery \$1.50 Per Mile	3	\$300.00	\$900.00



QUOTE

Santee Automotive LLC
 2601 Paxville Highway
 Manning, South Carolina 29102
 United States

Phone: 1-888-853-5338
 Fax: 1-888-853-5338
 info@santeefleet.com

Units	Quantity	Price	Amount
Vehicle Sales Tax South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	3	\$500.00	\$1,500.00
Total:			\$121,238.00
Estimate Total (USD):			\$121,238.00



QUOTE

2025 Dodge Durango Pursuit AWD

Santee Automotive LLC
 2601 Paxville Highway
 Manning, South Carolina 29102
 United States

Phone: 1-888-853-5338
 Fax: 1-888-853-5338
 info@santeefleet.com

BILL TO
Oconee County
 Dwayne Peay
 415 S Pine Street
 Walhalla, South Carolina 29691
 United States

(864)710-6501
 dpeay@oconeesc.com

SHIP TO
Oconee County Vehicle Maintenance
 15026 Wells Highway
 Seneca, South Carolina 29678
 United States

(864)710-8216

Estimate Number: 1828
Customer Ref: State Contract
 4400035151
Estimate Date: September 25, 2024
Valid Until: November 22, 2024
Estimate Total (USD): **\$473,580.00**

Units	Quantity	Price	Amount
Dodge Durango Pursuit AWD State Contract 4400035151 2025 Dodge Durango Pursuit AWD Model Code WDEE75 5.7L V8 HEMI MDS VVT Engine 8 Speed Auto Transmission Black Vinyl Floor Covering Law Enforcement Dome Lamp Cloth Bucket Front Seats & Vinyl Rear Bench Push Button Start ParkView Rear Backup Camera U Connect Bluetooth Power 8 Way Driver Seat Full Size Spare Tire Driver's Side Spotlight BLIS Trailer Tow Package Skid Plates	10	\$46,508.00	\$465,080.00
Exterior Color DB Black Clear Coat	10	\$0.00	\$0.00
Vehicle Delivery 415 S Pine Street Walhalla, South Carolina 29691	10	\$350.00	\$3,500.00
Vehicle Sales Tax South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	10	\$500.00	\$5,000.00



QUOTE

2025 Dodge Durango Pursuit AWD

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 1-888-853-5338
Fax: 1-888-853-5338
info@santeefleet.com

Total: \$473,580.00

Estimate Total (USD): \$473,580.00

Notes / Terms

State Contract 4400035151



Division of
Procurement Services

Vehicles

Start Date: 09/13/2024 | **End Date:** 09/12/2027

Solicitation#: [5400026980](#)

Attachments:

- [List of Contractors, Manufacturer's](#)

Vendor: [Alan Jay](#)

Contract#: 4400035155

Vendor#: 7000281243

Address: 5530 US Hwy 27 S, Sebring, FL 33870

Contact: Matt Forte

Phone#: 863-402-4234

Email: matt.forte@alanjay.com

Vendor: [Beach Automotive Group](#)

Contract#: 4400035158

Vendor#: 7000344224

Address: 851 Jason Blvd., Myrtle Beach, SC 29578

Contact: Keith Laylo

Phone#: 570-956-6007

Email: keith@beachautomotive.com

Vendor: [Carl Black](#)

Contract#: 4400035160

Vendor#: 7000358424

Address: 11500 E Colonial Dr., Orlando, FL 32817

Contact: Edgar Massoni

Phone#: 305-781-3661

Email: emassoni@carlblack.com

Vendor: Carolina International

Contract#: 4400035138

Vendor#: 7000083474

Address: 1619 Bluff Rd., Columbia, SC 29201

Contact: Steve Wiser

Phone#: 803-446-3443

Email: swiser@carolinainternational.com

Vendor: [Creative Bus Sales](#)

Contract#: 4400035152

Vendor#: 7000222437

Address: 9225 Priority Way W Dr., Suite 300, Indianapolis, IN 46240

Contact: Karla Lynch

Phone#: 470-373-7479

Email: klynch@model1.com

Vendor: [Dick Smith Ford](#)

Contract#: 4400035139

Vendor#: 7000088455

Address: 7201 Garner's Ferry Rd., Columbia, SC 29209

Contact: Mark Coward

Phone#: 803-422-0707

Email: markcoward@dicksmith.com

Contact: Adam Rodriguez

Phone#: 803-343-5812

Email: adamrodriguez@dicksmith.com

Vendor: [Excel Truck Group](#)

Contract#: 4400035153

Vendor#: 7000245133

Address: 2790 Shop Rd., Columbia, SC 29209

Contact: Bill Fuller

Phone#: 803-376-4455 Ext 1205

Email: bfuller@exceltg.com

Vendor: [Ford of Spartanburg](#)

Contract#: 4400035159

Vendor#: 7000346069

Address: 501 E. Daniel Wergan Ave., Spartanburg, SC 29302

Contact: David Vetter

Phone#: 864-585-3600 Ext 267

Email: dvetter@fordofspartanburg.com

Vendor: [Horace G Ilderton, LLC](#)

Contract#: 4400035150

Vendor#: 7000145179

Address: 701 S Main St., High Point, NC 27260

Contact: Catherine Martin

Phone#: 336-887-4043

Email: cmartin@ilderton.com

Vendor: Parks Chevrolet

Contract#: 4400035156

Vendor#: 7000316590

Address: 1051 Asheville Hwy, Spartanburg, SC 29303

Contact: Steve Plowman

Phone#: 704-791-3824

Email: splowman@parksautogroup.com

Vendor: Parks Ford

Contract#: 4400035157

Vendor#: 7000343706

Address: 601 Duncan Hill Rd., Hendersonville, NC 28792

Contact: Jeff Williams

Phone#: 828-693-4281, Ext 6253

Email: jeffwilliams@parksautogroup.com

Vendor: Santee Automotive

Contract#: 4400035151

Vendor#: 7000214142

Address: 2601 Paxville Highway, Manning, SC 29102

Contact: Scott Watford

Phone#: 888-853-5338

Email: scott@santeefleet.com

Vendor: Shealy's Truck Center

Contract#: 4400035137

Vendor#: 7000028278

Address: 1340 Bluff Rd., Columbia, SC 29201

Contact: Steve Gardner

Phone#: 803-201-9257

Email: sgardner@shealytruck.com

Vendor: Team Dodge Ram of Myrtle Beach

Contract#: 4400035215

Vendor#: 7000335857

Address: 4849 US Highway 501, Myrtle Beach, SC 29579

Contact: Bruce Johnson

Phone#: 843-960-9130

Email: bjohnson@teamautogroup.com

Vendor: US Fleet Source

Contract#: 4400035154

Vendor#: 7000264582

Address: 979 Village Oaks Dr., Covina, CA 91724

Contact: Sales

Phone: 877-315-9397

Email: sales@usfleetsource.com

(3) Ram 1500 SSV			
Description	Quantity	Unit Price	Total Price
2023 Ram 1500 SSV Crew Cab 4x4	2	\$39,572.00	\$79,144.00
Includes: 5.7L V8 Hemi Engine, 8 Speed Automatic Transmission, Cloth Front Seats, Vinyl Rear Seats, Protection Group Chrome Appearance Group, Carpet Floor Covering, Anti-Spin Differential Rear Axle, Rear Window Defrost, LT265/60R17E BSW A/T Tires			
2024 Ram 1500 SSV Crew Cab 4x4	1	\$39,694.00	\$39,694.00
Includes: 2024 Ram 1500 SSV Crew Cab 4x4, 5.7L V8 Hemi Engine, 8 Speed Automatic Transmission, Cloth Front Seats, Vinyl Rear Seats, Protection Group Utility Group, Vinyl Floor Covering, LT265/60R17E BSW A/T Tires, Anti-Spin Differential Rear Axle			
Vehicle Delivery	3	\$300.00	\$900.00
Sub Total			\$119,738.00
Tax (Infrastructure Maintenance Fee)	3	\$500.00	\$1,500.00
GRAND TOTAL			\$121,238.00

(10) 2025 Dodge Durango Pursuit AWD			
Description	Quantity	Unit Price	Total Price
2025 Dodge Durango Pursuit AWD	10	\$46,508.00	\$465,080.00
Includes: 2025 Dodge Durango Pursuit AWD, Model Code WDEE75, 5.7L V8 HEMI MDS VVT Engine, 8 Speed Auto Transmission, Black Vinyl Floor Covering, Law Enforcement Dome Lamp, Cloth Bucket Front Seats & Vinyl Rear Bench, Push Button Start, ParkView Rear, Backup Camera, U Connect Bluetooth, Power 8 Way Driver Seat, Full Size Spare Tire, Driver's Side Spotlight, BLIS, Trailer Tow Package, Skid Plates			
Vehicle Delivery	10	\$350.00	\$3,500.00
Sub Total			\$468,580.00
Tax (Infrastructure Maintenance Fee)	10	\$500.00	\$5,000.00
GRAND TOTAL			\$473,580.00

Total Purchase	
(3) Ram 1500's for Sheriff's Office	\$121,238.00
(10) Dodge Durango's for Sheriff's Office	\$473,580.00
GRAND TOTAL	\$594,818.00

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: October 15, 2024
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Request for Council's approval to add the United Way application to the submission of the second round of 2024/2025 Oconee County Opioid Recovery Fund Request to the South Carolina Opioid Recovery Fund (SCORF) Board.

BACKGROUND DESCRIPTION:

- The Opioid Recovery Fund is settlement funding through a yearly requisition process to the State of South Carolina Opioid Recovery Fund (SCORF) Board.
- The abatement strategies, or, proposed projects are approved by the SCORF Board after requests for funding and yearly strategies have been submitted to them.
- Once abatement strategies and funding are approved by SCORF, awarded funds are sent back to Oconee County for program implementation(s).
- These funds do not require a match and are guaranteed political subfunds designated for Oconee County.
- On September 3, 2024, Oconee County Council approved the submission of two applications as part of round two of the request to the SCORF Board.
- The United Way application included a request for \$127,200 for prevention programs in Oconee County, if approved, bringing the total request to \$415,855.00.
- According to the June 19, 2024 Settlement Report, allocated funds, designated as guaranteed political subfunds for Oconee County, total \$3,253,306.76.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

These applications have been reviewed and approved by the Oconee County Task Force for Council consideration.

FINANCIAL IMPACT [Brief Statement]:

There is no match requirement for this grant.

ATTACHMENTS

Budget Narrative and abatement strategies.

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council approve the addition of the United Way application to the submission of the second round of 2024/2025 Oconee County Opioid Recovery Fund Request to the SCORF Board for additional abatement strategies under the Oconee County Opioid Recovery Fund.

Submitted or Prepared By:

Approved for Submittal to Council:

Zac Smith, Opioid Response Coordinator

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.

**South Carolina Opioid Recovery Fund
Guaranteed Political Subfund - Oconee County, SC**

Applicant	Funds Requested	Project Description	Amount Eligible	Opioid Task Force Recommendation
Serenity Ridge	\$ 230,100.00	Treatment and Recovery Support for Men	\$ 230,100.00	\$ 230,100.00
FAVOR Upstate	\$ 58,555.00	Naxoline Distribution and Education in Oconee County	\$ 58,555.00	\$ 58,555.00
United Way	\$ 135,000.00	Preventative Programs	\$ 127,200.00	\$ 127,200.00
	\$ 423,655.00		\$ 415,855.00	\$ 415,855.00
			Total	\$ 415,855.00

Strategy/Budget Form

Please provide a list with each approved strategy and the budget amount allotted for each strategy. List of categories located here: <https://scorf.sc.gov/opioid-recovery-fund-uses/core-strategies>

Category: Preventative
Approved Strategy: [G.7] Engaging nonprofits and faith-based communities as systems to support prevention. [G.8] Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
Budget Amount: \$127,200



Oconee County, South Carolina
Opioid Response Community Support Request Form



General

This form should be filled out by organizations requesting financial assistance from the Oconee County Opioid Response Fund. Please contact the Oconee County Opioid Response Coordinator at (864) 638-4200, if you need any assistance. The most recent audited financial statements and a non-profit determination letter from the IRS or State will need to be provided along with this request.

Oconee County Opioid Recovery Funds

The Oconee County Opioid Recovery Funds are guaranteed political sub-funds that are managed by the South Carolina Opioid Recover Fund (SCORF) Board. The Board was created by legislation as a requirement of the South Carolina Opioid Settlement Allocation Agreement to manage and disperse funds to eligible entities.

All funds must be used for one or more of the approved opioid remediation uses, which are categorized into Core Abatement Strategies and Approved Uses. The Core Abatement Strategies are:

- Naloxone or Other FDA-Approved Drug to Reverse Opioid Overdoses;
- Medication-Assisted Treatment (“MAT”) Distribution and Other Opioid-Related Treatment;
- Pregnant and Postpartum Women;
- Expanding Treatment for Neonatal Abstinence Syndrome (“NAS”);
- Expansion of Warm Handoff Programs and Recovery Services;
- Treatment for Incarcerated Population;
- Prevention Programs;
- Expanding Syringe Service Programs; and
- Evidence-Based Data Collection and Research Analyzing the Effectiveness of the Abatement Strategies within the State.

The Approved Uses are evidence-based or evidence-informed programs or strategies that are divided into three categories:

- Treatment,
- Prevention, and
- Other Strategies.

Additional information regarding the Core Abatement Strategies and Approved Uses, may be found at <https://scorf.sc.gov/opioid-recovery-fund-uses>. Applications which do not directly address the approved abatement strategies and uses will not be considered for funding.

Organization Requesting Funding:	United Way of Oconee County		
Form of Legal Organization:	Non profit	State/Federal ID Number:	57-0479292
Total Request:	127,200	One-Time or Recurring:	One time
Organization's Mission Statement			
Our mission at the United Way of Oconee County is to empower individuals, families, and communities in Oconee County to thrive.			
Website:	Oconeeunitedway.org	Year Organization was Founded:	1966
Contact Information			
Contact Name (s):	LaShauna Harrison		
Mailing Address:	P.O. Box 1693 Seneca, SC 29679		
Phone Number:	864-882-9743	Fax Number:	
E-mail:	uwoconee@gmail.com		
Purpose of Request:			
<p>The United Way of Oconee County is seeking funding to further aid in the education and resources available to those struggling with opioid addiction. We currently offer a hub of resources to the county by providing 2-1-1 or calling 866-892-9211. This is a national number that helps individuals and families connect with a caring expert to provide confidential assistance to various community resources based on zip code. United Way's 211 also offers several channels of communication in addition to calling; such as text and web search. Our services are also offered in both English and Spanish.</p> <p>Also, United Way of Oconee will provide literature regarding child/adolescent drug prevention, sources of counseling services, referral systems, and follow-ups as well as support services for the families of those impacted by opioid-related issues and addictions</p>			
Approved Abatement Strategies:			
Prevention Programs			
Approved Use(s):			
Prevention: <ol style="list-style-type: none"> 1. Workshops and Referrals to targeted populations 2. Adding treatment and prevention information Oconee's 2-1-1 information line. 3. Printed literature informing about available prevention, treatment, counseling, referrals, etc. 4. Resources/List of counseling providers 			
Implementation Plan:			

		Total:	
Timeline:			
Project Start Date:		Project End Date:	
January 1, 2025			
Conflict of Interest Disclosure:			

Supporting Documentation

Please provide additional information or supporting documentation which will assist Oconee County in the evaluation of this grant request. PDF Format is preferred.

Certifications and Assurances

On behalf of my organization, in support of the application for Opioid Recovery Funds, I certify that all of the following are true and correct:

1. I have the authority within my organization to make the following representation on my own behalf and on behalf of the applicant. I understand that these representations will be relied upon as material in any Oconee County decision to make an award, under the application described above.
2. I certify that no funds made available by the award (if any) that Oconee County makes based on the application described above will be used to supplement other funds, but will be used to increase the amount of such funds that would, in the absence of an award, be made available for opioid recovery efforts.
3. I assure that the application described above (and any amendment to that application) was submitted for review to any board or committee, if applicable, not less than 30 days before the date of this certification.
4. I assure that, for each fiscal year of the award (if any) that Oconee County makes based on the application described above, the applicant will maintain and report such data, records and information (programmatic and financial), as Oconee County may reasonably require.
5. I have carefully reviewed the approved abatement strategies and approved uses, under the South Carolina Opioid Recovery Fund and the South Carolina Opioid Recovery Act, and the program detailed in the application above directly addresses the opioid crisis and will not be used for any other purpose.

Signature of Applicant

Date

Printed Name of Representative

Title

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Meeting Schedule

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 01/04/2024 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
01/04/2024



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

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Portable oxygen concentrator may be covered by medicare! Reclaim independence and mobility with the compact design and long-lasting battery of inogen one. Free information kit!
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Applying for Social Security Disability or Appealing a Denied Claim? Call Bill Gordon & Assoc. Our case managers simplify the process & work hard to help with your case. Call 1-844-528-1156 FREE Consultation. Local Attorneys Nationwide Mail: 2420 N St NW, Washington DC. Office: Broward Co. FL (TX/NM Bar.)

Safe Step. North America's #1 Walk-In Tub. Comprehensive lifetime warranty. Top-of-the-line installation and service. Now featuring our FREE shower package and \$1600 Off for a limited time! Call today! Financing available. Call Safe Step 1-877-852-0368

Tuesday, January 9, 2024 is the last day to redeem winning tickets in the following South Carolina Education Lottery Instant Games: (1462) 50X

WANTED EMPLOYMENT

Advertise Your Driver Jobs in 99 S.C. newspapers for only \$375. Your 25-word classified ad will reach more than 2.1 million readers! Call Randall Savely at the S.C. Newspaper Network, 1-888-727-7377

PETS

Oconee Humane Society offers low-cost spay/neuter vouchers to ALL Oconee County residents. **Find out more at oconeehumane.org** or call 864-882-4719

REPORT YOUR LOST PET to Oconee County Animal Shelter 888-0221 or email info to: oocas@netmids.com You may include a photo. We will contact you if we find your pet.

ADOPT A DOG! Save a Life!
Loyal, loving dogs & puppies \$85 adoption fee includes spay/neuter, vaccines, microchip. Take a wonderful companion home today!
oconeehumane.org
Call 882-4719

ADOPT A CAT! Save a Life!
Snuggly, purry cats & kittens \$75 adoption fee includes: spay/neuter, vaccines, microchip. Take a SWEET companion home today!

U-STOR-IT Mini Warehouse
Inside • Outside • No Camera Fenced • Not Gated • Lighted Old Clemson Hwy.
654-1000

oconeehumane.org
Call 882-4719

MISCELLANEOUS FOR SALE

ELIMINATE GUTTER CLEANING FOREVER!
LeafFilter, the most advanced debris-blocking gutter protection. Schedule a FREE LeafFilter estimate today. 15% off Entire Purchase. 10% Senior & Military Discounts.
Call 1-855-875-2449

Up to \$15,000 of GUARANTEED Life Insurance!

No medical exam or health questions. Cash to help pay funeral and other final expenses.

Call Physicians Life Insurance Company
855-837-7719 or visit www.Life5plus.info/scan

Prepare for power outages today with a GENERAC home standby generator. \$0 Money Down + low monthly payment options. Request a FREE quote. Call now before the next power outage: 1-844-755-0366

COMPUTER & ACCESSORIES

For Sale hp envy 6000 wireless printer excellent condition \$35.00 call 864-973-8456

MERCHANDISE UNDER \$100

For Sale!
Chimney Free Infrared Heater 1500 Watts
Frame & Glowing Fire Effect Like New, Only Used Once
\$45
Call or text
864-364-7108

AUCTIONS

ADVERTISE YOUR AUCTION...
in 99 S.C. newspapers for only \$375. Your 25-word classified will reach more than 2.1 million readers. Call Randall Savely at the S.C. Newspaper Network, 1-888-727-7377

Real Estate Auction: Industrial Property on 2.57 AC with 3 Buildings. 26 Park Hill Drive Lugoff, SC. Online Bidding through Thurs. January 18th at 2PM www.TheLigonCompany.com, Call 803-366-3535. Randy Ligon, CAI, CES, BAS SCAL1716 SCRL17640 SC AFL4120

ESTATE AUCTION – Saturday, January 13, 9:30 A.M. 4715 Augusta Hwy., Brunson, SC. Selling Contents of Welding Shop and Home! Farm Tractors, Farm Implements, 2021 Tracker 0x400 UTV, Welding Equipment, Lots of Tools, Utility Trailers, Shop Equipment, Lawn Mowers, Dodge Van, Honda Motorcycle, River Boat, Nice Furniture, Antiques, Glassware, Sterling & Much More! Preview: Friday Jan. 12 10 A.M. - 6 P.M. Browse web: www.cogburnauction.com 803-860-0712

NOTICE OF PUBLIC SALE:
Pursuant to SC Self-Service Storage Facility Act and to satisfy Owner's lien Storage Sense located at 365 Keowee School Rd Seneca, SC 29672 864-885-0368 intends to sell the personal property described below. Everything sold is purchased AS-IS with money orders only. See and bid on all units 24/7 ending on December 29th, 2023, at 11:00 am@ www.Lockerfox.com Storage Sense reserves the right to refuse any bid or rescind any purchase until the winning bidder takes possession of the property. TERMS listed on auction website. Brandon Vanblarcam Unit 0011 misc items; Michael Talley Unit 0305, Misc items; Julia Ford Unit 0447, misc items; Chalanda Goodine unit 0087 misc items.

SERVICES

FREE high speed internet for those that qualify. Government program for recipients of select programs incl. Medicaid, SNAP, Housing Assistance, WIC, Veterans Pension, Survivor Benefits, Lifeline, Tribal. 15 GB internet service. Bonus offer: Android tablet FREE with one-time \$20 copay. Free shipping & handling.

Call Maxsip Telecom today! 1-855-851-8201

DIRECTV OVER INTERNET – Get your favorite live TV, sports and local channels. 99% signal reliability! CHOICE Package, \$84.99/mo for 12 months. HBO Max and Premium Channels included for 3 mos (w/CHOICE Package or higher.) No annual contract, no hidden fees! Some restrictions apply. Call IVS 1-855-237-9741

DIRECTV Sports Pack. 3 Months on Us! Watch pro and college sports LIVE. Plus over 40 regional and specialty networks included. NFL, College Football, MLB, NBA, NHL, Golf and more. Some restrictions apply. Call DIRECTV 1-844-624-1107

Switch to DISH and get up to a \$300 gift card! Plus get the Multisport pack included for a limited time! Hurry, call for details: 1-877-542-0759

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Best Deal in Town!
1 Br. - \$595. • 2 Br. - \$715.
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•Furn/Power Pkgs.
•On CAT Bus Route.
Call (864)882-0636

VACATION RESORT RENTAL

ADVERTISE YOUR VACATION PROPERTY FOR RENT OR SALE

To more than 2.1 million South Carolina newspaper readers. Your 25-word classified ad will appear in 99 S.C. newspapers for only \$375. Call Alanna Ritchie at the South Carolina Newspaper Network, 1-888-727-7377.

HOUSES FOR SALE

PUBLISHERS NOTICE
All real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitations or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

LEGALS

Notice of Self Storage Sale
Please take notice Midgard Self Storage - Seneca Greenleaf located at 600 Shiloh Rd Seneca SC 29678 intends to hold a Auction of storage units in default of payment. The sale will occur as an Online Auction via www.storageauctions.com on 1/19/2024 at 1:00PM. This sale is pursuant to the assertion of lien for rental at the self-storage facility. Unless listed otherwise below, the contents consist of household goods and furnishings. Micah Justus unit #108; Tatem Tollison unit #314; Jasmine Hunter unit #A101; Hala Searcy unit #A205; Alexis Smith unit #F3; Amanda Rogers unit #F808; Davonna Alex-

CLASSIFIEDS WORK!

BUSINESS FOR SALE
OWNER RETIRING
Tarps and Covering Systems for Dump Trucks Since 1998
Well Established, High Demand Business Will Pay Commission of \$3,000
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bhild@bobhildent.com • www.bobhildent.com

ander unit #O13; Yandel Vivanco unit #O16; Chris Martin unit #P29. This sale may be withdrawn at any time without notice. Certain terms and conditions apply.

The City of Walhalla's Board of Zoning Appeals will hold a public hearing on Monday, January 22, 2024 at 5:30 PM to hear the following items: A request for a Special Exception to allow the placement of a manufactured home at Austin Drive (TMS# 500-06-02-018), zoned General Residential (GR). A request for a variance to allow a manufactured home with a different roof pitch than the permitted roof pitch to be placed at Austin Drive (TMS# 500-06-02-018), zoned General Residential (GR). The meeting will be held in the City Council Chambers located at 206 N. Church Street, Walhalla. Please contact the Community Development Department at 864-638-4343 for more information.

NOTICE OF APPLICATION
Notice is hereby given that Yoshi intends to apply to the South Carolina Department of Revenue for a license/permit that will allow the sale and On Premises consumption of Beer & Wine at 1510 Blue Ridge Blvd., Ste. 108, Seneca, SC 29672. To object to the issuance of this permit/license, written protest must be postmarked no later than January 13, 2023.

For a protest to be valid, it must be in writing, and should include the following information:

- (1) The name, address and telephone number of the person filing the protest;
 - (2) The specific reasons why the application should be denied;
 - (3) That the person protesting is willing to attend a hearing (if one is requested by the applicant);
 - (4) That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and,
 - (5) The name of the applicant and the address of the premises to be licensed.
- Protests must be mailed to: S.C. Department of Revenue, ABL SECTION, P.O. Box 125, Columbia, SC 29214-0070.

STATE OF SOUTH CAROLINA COUNTY OF OCONEE IN THE COURT OF COMMON PLEAS SUMMONS, LIS PENDENS AND NOTICES
C/A NO. 2023-CP-37-00262

Equity Trust Company FBO Robert W. Schumacher IRA, PLAINTIFF, vs. Any heirs-at-law or devisees of Mary Jo Moody deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons or entities entitled to claim through them; Any heirs-at-law or devisees of Molly Ann Chastain, deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons or entities entitled to claim through them; all unknown persons having or claiming any right, title, or interest in or to, or lien upon the real property described as 221 Thompson Avenue, Walhalla, SC 29691, their heirs and assigns; any persons who may be in the military service of the United States of America, being a class designated as John Doe, any unknown minors, incompetent or imprisoned person, or persons under a disability being a class designated as Richard Roe, was filed and recorded with the Clerk of Court for Oconee County on December 8, 2023. **SUMMONS: YOU ARE HEREBY SUMMONED** and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the Plaintiff's attorney at his office located at 336

Old Chapin Road, Lexington, S.C. 29072 or to otherwise appear and defend the action pursuant to applicable court rules within thirty (30) days after service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of such service; and if you fail to answer the Complaint or otherwise appear and defend within the time aforesaid, the Plaintiff in this action will apply to the Court for judgment by default against you for the relief demanded in the Complaint. **TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDE(S), AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY: YOU ARE FURTHER SUMMONED AND NOTIFIED** to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff's attorney. **LIS PENDENS: NOTICE IS HEREBY GIVEN** that an action has been commenced and is now pending in this Court upon Complaint of the above-named Plaintiff against the above-named Defendants to have the Court declare Plaintiff holds marketable, fee simple title to real property located in Oconee County, and any interest that may have been claimed by the above-named Defendants was extinguished by the tax sale conducted by the Delinquent Tax Collector of Oconee County. The real property which is the subject of this action is described as follows: All that certain piece, parcel, or lot of land lying and being situate in the State of South Carolina, County of Oconee, designated as Lots 8 and 9, as shown and more fully described on a plat thereof recorded in Plat Book J, Page 62, records of Oconee County, South Carolina.

Tax Map Number: 500-17-02-002
Property Address: 221 Thompson Avenue, Walhalla, SC 29691

NOTICE OF FILING:
NOTICE IS HEREBY GIVEN that the Lis Pendens, Summons and Complaint in this action were filed in the Office of the Clerk of Court for Common Pleas for Oconee County, South Carolina on April 6, 2023.

NOTICE OF ORDER APPOINTING GUARDIAN AD LITEM NISI:
YOU WILL PLEASE TAKE NOTICE that an Order appointing Kelley Yarborough Woody, Esq., P.O. Box 6432, Columbia, SC 29260, as Guardian ad Litem Nisi for unknown party defendants who may be minors, incompetent or imprisoned person, or persons under a disability being a class designated as Richard Roe, was filed and recorded with the Clerk of Court for Oconee County on December 8, 2023.

NOTICE OF ORDER APPOINTING ATTORNEY:
YOU WILL PLEASE TAKE NOTICE that an Order appointing Kelley Yarborough Woody, Esq., P.O. Box 6432,

Columbia, SC 29260, as Attorney for unknown party defendants who may be in the Military Service of the United States of America who may be entitled to benefits of the Servicemembers Civil Relief Act, 50 U.S.C. §501 et seq, being a class designated as John Doe, was filed and recorded with the Clerk of Court for Oconee County on December 8, 2023.

MP Morris Law Firm, P.A.
Michael P. Morris,
SC Bar #73560,
336 Old Chapin Rd.,
Lexington, S.C. 29072.
Phone: 803-851-1076
Fax: 803-851-1978.
Attorney for Plaintiff

The Oconee County Council will meet in 2024 on the first and third Tuesday of each month with the following exceptions:

June, July, August, and November 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 at 6 p.m.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 23, 2024 to establish short- and long-term goals.

Oconee County Council will also meet on Tuesday, January 7, 2025 in Council Chambers at which point they will establish their 2025 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 22, 2024 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 2024 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 20, May 21, July 16, & September 17, 2024.

The Transportation Committee at 4:30 p.m. on the following dates: February 20, May 21, July 16, & September 17, 2024.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 19, June 18, August 20, & October 15, 2024.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 19, June 18, August 20, & October 15, 2024.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 23 [Strategic Planning Retreat] & March 22 [Budget Workshop] and 4:30 p.m. on the following dates: March 5, April 16, & May 7, 2024.

THE JOURNAL

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The Journal has excellent opportunities to **EARN EXTRA MONEY!**

Deliver newspapers to homes in Oconee County and the Clemson area. Reliable transportation is a must.

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For more information please call the Circulation Department at (864) 882-2375, apply in person at 210 W. North 1st Street in Seneca or email jwells@upstatetoday.com.

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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The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 19, June 18, August 20, & October 15, 2024.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 23 [Strategic Planning Retreat] & March 22 [Budget Workshop] and 4:30 p.m. on the following dates: March 5, April 16, & May 7, 2024.

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 pre-empted 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)

THE JOURNAL

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL


IN RE: AD27971 Public Hearing

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

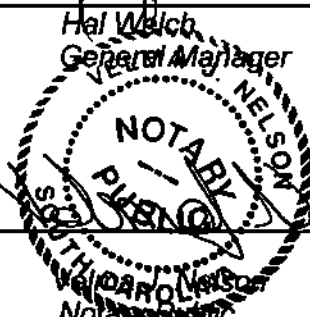
September 24, 2024


the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

Subscribed and sworn to before me this
9/24/2024



Hal Welch
General Manager


NOTARY PUBLIC
NELSON
SOUTH CAROLINA
Notary Public
State of South Carolina



Notary Public
State of South Carolina

shall be null and void and the property shall be re-advertised for sale on the next available sale date. Neither the Plaintiff nor its counsel make representations as to the integrity of the title or the fair market value of the property offered for sale. Prior to bidding you may wish to review the current state law or seek the advice of any attorney licensed in South Carolina. Melissa C. Burton Clerk of Court for Oconee County
Scott and Corley, P.A.
Attorney for Plaintiff
P.O. Box 2065
Columbia, SC 29202
803-252-3340

Public Hearing

There will be a public hearing at 6 pm on Tuesday, October 15, 2024 in Oconee County Council Chambers located at 415 S. Pine St., Walhalla, SC for the following: **ORDINANCE 2024-23 AN ORDINANCE AMENDING PORTIONS OF CHAPTERS 32 AND 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN LIMITED REGARDS AND PARTICULARS ONLY, IN ORDER TO REVISE CERTAIN SETBACK-RELATED PROVISIONS, INCLUDING DEFINITIONS AND THE APPLICATION THEREOF; AND OTHER MATTERS RELATED THERETO.**

NOTICE OF APPLICATION

Notice is hereby given that Freehouse Walhalla LLC intends to apply to the South Carolina Department of Revenue for a license/permit that will allow the sale and

Carolina, and being the same property conveyed to Mercury Funding LLC by tax deed dated January 31, 2024, and recorded on February 12, 2024, in the Oconee County Register of Deeds Office in Book 3037, page 187. TMS# 315-11-01-197.

SUMMONS

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Complaint on the subscriber at his office, Haynsworth Sinkler Boyd, P.A., 1201 Main Street, 22nd Floor (29201), Post Office Box 11889, Columbia, South Carolina (29211-1889), within thirty (30) days after the service hereof, exclusive of the day of such service. Your Answer must be in writing and signed by you or your attorney and must state your address or the address of your attorney, if signed by your attorney. If you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

NOTICE OF FILING OF COMPLAINT

NOTICE IS HEREBY GIVEN that the Complaint in the above-captioned action (Case No. 2024-CP-37-00446) was filed in the Oconee County Clerk of Court's Office on June 11, 2024. A copy

thirty (30) days after service of a copy hereof as directed, procure the appointment of a Guardian Ad Litem. 3. A copy of this Order shall be served upon the Estates and Unknown Defendants by publication in The Journal, a newspaper of general circulation published in Oconee County, South Carolina, once a week for three consecutive weeks, together with the Notice of Lis Pendens, Summons, Notice of Filing Complaint, and Notice of Order Appointing Guardian Ad Litem in this action. s/ R. Scott Sprouse, Judge #2752, Tenth Judicial Circuit

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Fenced • Not Gated • Lighted
Old Clemson Hwy.
654-1000

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Public Comment SIGN IN SHEET

October 15, 2024

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	Jason Boyle	Conditions of Incorporation
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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

October 15, 2024 ~ 6:00 p.m.

ORDINANCE 2024-23 AN ORDINANCE AMENDING PORTIONS OF CHAPTERS 32 AND 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN LIMITED REGARDS AND PARTICULARS ONLY, IN ORDER TO REVISE CERTAIN SETBACK-RELATED PROVISIONS, INCLUDING DEFINITIONS AND THE APPLICATION THEREOF; AND OTHER MATTERS RELATED THERETO.

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 2024-23
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MEMORADUM

TO: Council Officials and Administration
FROM: Ladale Price, Finance Director *LP*
DATE: November 15, 2024
SUBJECT: Council Financial Reports

Just a few reminders for the start of a fiscal year that will make a difference in the ideal remaining percent for October 2024:

- Large yearly Encumbrances addressed in July.
- Sheriff's & Solicitor's Victims Assistance Funds are updated quarterly.
- Real Estate Current tax collections start in October.
- Inter-fund transfer In/Out are posted in June at year end.
- Debt Service Fund – Bond payments are in October and April.
- State and Federal Revenue received quarterly.

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2024

Current Period End Date: 10/31/2024

Oconee County

FY 2024-2025

Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 010 General Fund						
080 Local Revenue	57,543,475.00	1,335,733.46	4,843,295.71	0.00	52,700,179.29	92
081 State Revenue	4,248,381.00	79,706.29	892,119.92	0.00	3,356,261.08	79
082 Federal Revenue	284,500.00	0.00	907.50	0.00	283,592.50	100
090 Other Financing Sources	1,675,000.00	20,055.53	71,313.76	0.00	1,603,686.24	96
010 General Fund	63,751,356.00	1,435,495.28	5,807,636.89	0.00	57,943,719.11	91

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2024
Current Period End Date: 10/31/2024

Oconee County
FY 2024-2025
Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 017 Rock Quarry Enterprise Fund						
080 Local Revenue	11,410,962.49	282,558.72	2,440,232.99	0.00	8,970,729.50	79
017 Rock Quarry Enterprise Fund	11,410,962.49	282,558.72	2,440,232.99	0.00	8,970,729.50	79

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2024

Current Period End Date: 10/31/2024

Oconee County

FY 2024-2025

Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 020 Uninc Emergency Services Protection Srf						
080 Local Revenue	2,451,827.16	30,132.21	81,069.58	0.00	2,370,757.58	97
020 Uninc Emergency Services Protection Srf	2,451,827.16	30,132.21	81,069.58	0.00	2,370,757.58	97

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2024

Current Period End Date: 10/31/2024

Oconee County

FY 2024-2025

Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 090 County Debt Service Fund						
080 Local Revenue	3,214,552.00	41,562.80	143,411.66	0.00	3,071,140.34	96
090 County Debt Service Fund	3,214,552.00	41,562.80	143,411.66	0.00	3,071,140.34	96

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2024

Current Period End Date: 10/31/2024

Oconee County

FY 2024-2025

Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 210 Sheriff'S Victims Assistance Srf						
080 Local Revenue	98,130.00	0.00	24,949.20	0.00	73,180.80	75
090 Other Financing Sources	60,000.00	0.00	0.00	0.00	60,000.00	100
210 Sheriff'S Victims Assistance Srf	158,130.00	0.00	24,949.20	0.00	133,180.80	84

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2024
Current Period End Date: 10/31/2024

Oconee County
FY 2024-2025
Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 215 Solicitor'S Victims Assistance Srf						
080 Local Revenue	39,530.00	0.00	4,602.68	0.00	34,927.32	88
090 Other Financing Sources	35,000.00	0.00	0.00	0.00	35,000.00	100
215 Solicitor'S Victims Assistance Srf	74,530.00	0.00	4,602.68	0.00	69,927.32	94

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2024
Current Period End Date: 10/31/2024

Oconee County
FY 2024-2025
Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 225 911 Communications Spec. Rev. Fund						
080 Local Revenue	453,224.68	0.00	8,391.81	0.00	444,832.87	98
081 State Revenue	500,000.00	0.00	0.00	0.00	500,000.00	100
225 911 Communications Spec. Rev. Fund	953,224.68	0.00	8,391.81	0.00	944,832.87	99

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2024

Current Period End Date: 10/31/2024

Oconee County

FY 2024-2025

Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 250 Tri-County Technical College Srf						
080 Local Revenue	1,752,300.00	34,886.34	95,370.31	0.00	1,656,929.69	95
250 Tri-County Technical College Srf	1,752,300.00	34,886.34	95,370.31	0.00	1,656,929.69	95

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2024

Current Period End Date: 10/31/2024

Oconee County

FY 2024-2025

Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 260 Road Maintenance Tax Srf						
080 Local Revenue	5,208,031.00	33,364.11	93,473.44	0.00	5,114,557.56	98
082 Federal Revenue	150,000.00	0.00	0.00	0.00	150,000.00	100
260 Road Maintenance Tax Srf	5,358,031.00	33,364.11	93,473.44	0.00	5,264,557.56	98

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2024

Current Period End Date: 10/31/2024

Oconee County

FY 2024-2025

Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 275 Community Health & Human Services Srf						
080 Local Revenue	4,558,088.00	126,281.25	249,612.68	0.00	4,308,475.32	95
275 Community Health & Human Services Srf	4,558,088.00	126,281.25	249,612.68	0.00	4,308,475.32	95

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2024

Current Period End Date: 10/31/2024

Oconee County

FY 2024-2025

Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 315 Economic Development Cap. Proj. Fund						
080 Local Revenue	2,808,059.62	21,896.82	69,299.32	0.00	2,738,760.30	98
081 State Revenue	942,000.00	0.00	0.00	0.00	942,000.00	100
315 Economic Development Cap. Proj. Fund	3,750,059.62	21,896.82	69,299.32	0.00	3,680,760.30	98

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2024

Current Period End Date: 10/31/2024

Oconee County

FY 2024-2025

Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 320 Bridges And Culverts Cap. Proj. Fund						
080 Local Revenue	1,520,000.00	13,116.11	34,090.88	0.00	1,485,909.12	98
320 Bridges And Culverts Cap. Proj. Fund	1,520,000.00	13,116.11	34,090.88	0.00	1,485,909.12	98

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2024

Current Period End Date: 10/31/2024

Oconee County

FY 2024-2025

Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 325 Capital Equipment & Vehicle Cpf						
080 Local Revenue	2,313,587.52	26,097.13	71,721.14	0.00	2,241,866.38	97
090 Other Financing Sources	65,000.00	0.00	0.00	0.00	65,000.00	100
325 Capital Equipment & Vehicle Cpf	2,378,587.52	26,097.13	71,721.14	0.00	2,306,866.38	97

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2024

Current Period End Date: 10/31/2024

Oconee County

FY 2024-2025

Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 330 Parks, Recreation & Tourism Cpf						
080 Local Revenue	697,140.47	11,348.21	31,295.85	0.00	665,844.62	96
330 Parks, Recreation & Tourism Cpf	697,140.47	11,348.21	31,295.85	0.00	665,844.62	96

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2024

Current Period End Date: 10/31/2024

Oconee County

FY 2024-2025

Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 335 Fire/Emergency Services Capital Projects						
080 Local Revenue	1,322,983.69	26,253.75	79,288.94	0.00	1,243,694.75	94
335 Fire/Emergency Services Capital Projects	1,322,983.69	26,253.75	79,288.94	0.00	1,243,694.75	94

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2024
Current Period End Date: 10/31/2024

Oconee County
FY 2024-2025
Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 340 Capital Request Fund						
080 Local Revenue	2,836,629.05	22,470.96	61,005.67	0.00	2,775,623.38	98
340 Capital Request Fund	2,836,629.05	22,470.96	61,005.67	0.00	2,775,623.38	98

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2024
Current Period End Date: 10/31/2024

Oconee County
FY 2024-2025
Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Report Totals Net	\$106,188,401.68	\$2,105,463.69	\$9,295,453.04	\$0.00	\$96,892,948.64	91

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2024

Current Period End Date: 10/31/2024

Oconee County

FY 2024-2025

Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 010 General Fund						
080 Local Revenue	1,586,117.71	0.00	0.00	0.00	1,586,117.71	100
095 Other Financing Uses	95,000.00	0.00	0.00	0.00	95,000.00	100
101 Sheriff	12,308,483.88	1,049,529.68	3,789,287.30	63,840.55	8,455,356.03	69
103 Coroner	380,370.00	28,627.03	105,228.31	1,029.55	274,112.14	72
104 Communications	2,140,416.55	162,543.20	602,129.04	51,276.18	1,487,011.33	69
106 Law Enforcement Center	5,444,696.97	416,351.38	1,643,419.97	548,723.79	3,252,553.21	60
107 Ems & Fire Services	5,073,265.99	461,503.17	1,538,324.81	672,057.45	2,862,883.73	56
110 Animal Control	851,107.00	78,147.21	240,141.82	10,720.78	600,244.40	71
120 Sheriff'S Bailiffs	60,000.00	3,523.50	13,648.50	0.00	46,351.50	77
202 Parks, Recreation, & Tour	995,089.00	67,051.64	311,667.55	1,209.62	682,211.83	69
203 High Falls Park	563,299.00	53,641.97	192,727.99	0.00	370,571.01	66
204 South Cove Park	632,442.00	55,540.95	214,399.34	0.00	418,042.66	66
205 Chau Ram Park	498,228.00	31,573.19	115,932.93	1,256.10	381,038.97	76
206 Library	1,591,339.80	110,198.90	494,845.67	13,142.94	1,083,351.19	68
301 Assessor	1,221,133.00	81,855.43	368,771.98	3,313.33	849,047.69	70
302 Auditor	778,630.00	48,976.23	232,747.53	50,849.68	495,032.79	64
303 Brd Of Assessment Appeals	4,084.00	0.00	0.00	0.00	4,084.00	100
305 Delinquent Tax	409,370.00	30,306.48	143,217.12	97,755.84	168,397.04	41
306 Treasurer	742,159.00	40,731.92	188,607.90	49,597.65	503,953.45	68
402 Dept Of Social Services	11,300.00	839.79	3,472.49	0.00	7,827.51	69
403 Health Department	28,500.00	1,599.97	6,509.29	0.00	21,990.71	77
404 Veterans' Affairs	242,513.00	20,371.94	69,612.05	1,017.07	171,883.88	71
501 Clerk Of Court	913,817.00	84,523.04	286,818.32	11,071.74	615,926.94	67
502 Probate Court	470,686.00	34,815.84	181,938.01	3,002.05	285,745.94	61
504 Solicitor	1,086,712.00	66,913.25	264,831.21	0.00	821,880.79	76
509 Magistrate	1,125,205.00	92,971.15	334,994.78	3,811.36	786,398.86	70
510 Public Defender	275,000.00	0.00	0.00	0.00	275,000.00	100
601 Road Department	2,957,326.00	257,081.79	882,650.66	10,238.75	2,064,436.59	70
702 Building Codes	844,901.00	42,996.49	248,036.84	101,202.62	495,661.54	59
704 County Council	351,880.00	19,775.59	69,039.01	11,031.82	271,809.17	77
706 Delegation	80,271.00	998.16	3,978.97	671.64	75,620.39	94
707 Economic Development	615,659.00	29,625.06	229,349.88	1,104.15	385,204.97	63
708 Finance Department	580,553.00	58,997.44	183,048.92	3,481.16	394,022.92	68
709 Non-Departmental	3,180,435.51	1,448,671.58	2,093,816.51	628,954.96	457,664.04	14
710 Human Resources	375,937.00	32,678.86	105,148.46	1,451.43	269,337.11	72
711 Information Technology	1,300,231.00	89,319.22	413,621.01	15,228.98	871,381.01	67
712 Planning Department	442,125.00	37,151.86	138,122.67	1,071.02	302,931.31	69
713 Procurement	284,615.00	18,691.30	85,073.37	1,239.03	198,302.60	70
714 Facilities Maintenance	1,644,181.63	117,888.94	490,800.18	81,005.41	1,072,376.04	65
715 Registration & Elections	359,726.00	78,342.11	129,668.06	6,314.28	223,743.66	62

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2024
Current Period End Date: 10/31/2024

Oconee County
FY 2024-2025
Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
716 Soil & Water Conservation	102,619.00	6,802.87	20,156.09	0.00	82,462.91	80
717 Administrator'S Office	2,714,832.85	56,442.05	184,314.77	35,992.41	2,494,525.67	92
718 Solid Waste Department	6,965,141.53	749,178.91	2,130,746.16	2,458,192.51	2,376,202.86	34
720 Airport	2,749,244.00	317,263.74	905,286.16	1,303,594.27	540,363.57	20
721 Vehicle Maintenance	1,098,343.00	118,619.96	356,172.40	6,635.30	735,535.30	67
735 Register Of Deeds	388,775.00	53,604.05	128,570.36	39,559.65	220,644.99	57
741 County Attorney	357,830.00	40,444.68	341,628.18	0.00	16,201.82	5
799 Poll Workers	0.00	0.00	50,746.69	0.00	-50,746.69	0
010 General Fund	66,923,591.42	6,596,711.52	20,533,249.26	6,290,645.07	40,099,697.09	60

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2024
Current Period End Date: 10/31/2024

Oconee County
FY 2024-2025
Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 017 Rock Quarry Enterprise Fund						
719 Rock Quarry	11,410,962.49	446,130.81	1,761,279.61	2,046,661.90	7,603,020.98	67
017 Rock Quarry Enterprise Fund	11,410,962.49	446,130.81	1,761,279.61	2,046,661.90	7,603,020.98	67

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2024
Current Period End Date: 10/31/2024

Oconee County
FY 2024-2025
Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 020 Uninc Emergency Services Protection Srf						
107 Ems & Fire Services	2,251,827.12	132,565.54	263,489.75	12,073.48	1,976,263.89	88
199 Emerg. Serv. Volunteers	200,000.00	0.00	33.65	0.00	199,966.35	100
020 Uninc Emergency Services Protection Srf	2,451,827.12	132,565.54	263,523.40	12,073.48	2,176,230.24	89

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2024

Current Period End Date: 10/31/2024

Oconee County

FY 2024-2025

Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 090 County Debt Service Fund						
854 2020 Go Refunding Bond	854,334.00	0.00	42,167.00	0.00	812,167.00	95
858 2016B Go Bond	399,226.00	0.00	6,613.00	0.00	392,613.00	98
862 2014 Ssrb Refunding Bond	322,892.00	0.00	0.00	0.00	322,892.00	100
893 2019 Go Bond Keowee Fire	58,379.00	0.00	0.00	0.00	58,379.00	100
896 2013 Go Bond -Echo Hills	224,340.00	0.00	14,370.00	0.00	209,970.00	94
920 2022 Go Bond-Kftd	103,381.00	0.00	20,216.50	0.00	83,164.50	80
921 2023 Go Bond (Sewer)	1,252,000.00	0.00	625,950.00	0.00	626,050.00	50
090 County Debt Service Fund	3,214,652.00	0.00	709,316.50	0.00	2,505,235.50	78

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2024

Current Period End Date: 10/31/2024

Oconee County

FY 2024-2025

Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 210 Sheriff'S Victims Assistance Srf						
114 Sheriff'S Victims Assist.	158,130.00	12,128.78	46,638.46	0.00	111,491.54	71
210 Sheriff'S Victims Assistance Srf	158,130.00	12,128.78	46,638.46	0.00	111,491.54	71

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2024
Current Period End Date: 10/31/2024

Oconee County
FY 2024-2025
Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 215 Solicitor'S Victims Assistance Srf						
512 Solicitor'S Victims Asst	74,530.00	5,981.20	21,895.61	0.00	52,634.39	71
215 Solicitor'S Victims Assistance Srf	74,530.00	5,981.20	21,895.61	0.00	52,634.39	71

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2024
Current Period End Date: 10/31/2024

Oconee County
FY 2024-2025
Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 225 911 Communications Spec. Rev. Fund						
104 Communications	953,224.68	12,108.60	382,255.66	99,362.59	471,606.43	49
225 911 Communications Spec. Rev. Fund	953,224.68	12,108.60	382,255.66	99,362.59	471,606.43	49

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2024
Current Period End Date: 10/31/2024

Oconee County
FY 2024-2025
Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 250 Tri-County Technical College Srf						
876 Tri-County Tech Operation	1,752,300.00	0.00	26,899.17	0.00	1,725,400.83	98
250 Tri-County Technical College Srf	1,752,300.00	0.00	26,899.17	0.00	1,725,400.83	98

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2024
Current Period End Date: 10/31/2024

Oconee County
FY 2024-2025
Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 260 Road Maintenance Tax Srf						
601 Road Department	5,358,031.00	199,746.13	357,291.75	6,609,629.40	-1,608,890.15	-30
260 Road Maintenance Tax Srf	5,358,031.00	199,746.13	357,291.75	6,609,629.40	-1,608,890.15	-30

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2024
Current Period End Date: 10/31/2024

Oconee County
FY 2024-2025
Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 275 Community Health & Human Services Srf						
705 Direct Aid	4,558,088.00	111,629.15	2,423,783.14	28,221.00	2,106,083.86	46
275 Community Health & Human Services Srf	4,558,088.00	111,629.15	2,423,783.14	28,221.00	2,106,083.86	46

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2024
Current Period End Date: 10/31/2024

Oconee County
FY 2024-2025
Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 315 Economic Development Cap. Proj. Fund						
707 Economic Development	3,750,059.62	149,069.89	2,156,675.93	368,482.31	1,224,901.38	33
315 Economic Development Cap. Proj. Fund	3,750,059.62	149,069.89	2,156,675.93	368,482.31	1,224,901.38	33

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2024
Current Period End Date: 10/31/2024

Oconee County
FY 2024-2025
Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 320 Bridges And Culverts Cap. Proj. Fund						
601 Road Department	1,520,000.00	0.00	19,981.59	253,000.00	1,247,018.41	82
320 Bridges And Culverts Cap. Proj. Fund	1,520,000.00	0.00	19,981.59	253,000.00	1,247,018.41	82

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2024
Current Period End Date: 10/31/2024

Oconee County
FY 2024-2025
Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 325 Capital Equipment & Vehicle Cpf						
101 Sheriff	0.00	547,460.00	547,460.00	47,358.00	-594,818.00	0
601 Road Department	362,179.02	142,304.80	388,793.71	96,633.10	-123,247.79	-34
717 Administrator'S Office	1,583,000.00	0.00	0.00	0.00	1,583,000.00	100
718 Solid Waste Department	275,633.00	0.00	0.00	275,633.00	0.00	0
721 Vehicle Maintenance	157,775.50	0.00	0.00	157,775.50	0.00	0
325 Capital Equipment & Vehicle Cpf	2,378,587.52	689,764.80	936,253.71	577,399.60	864,934.21	36

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2024
Current Period End Date: 10/31/2024

Oconee County
FY 2024-2025
Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 330 Parks, Recreation & Tourism Cpf						
202 Parks, Recreation, & Tour	662,935.00	0.00	0.00	71,435.00	591,500.00	89
203 High Falls Park	6,950.00	0.00	0.00	11,375.00	-4,425.00	-64
204 South Cove Park	3,617.50	0.00	140,067.59	13,612.50	-150,062.59	-4,148
214 Seneca Creek	23,637.97	4,415.75	56,207.04	9,009.58	-41,578.65	-176
330 Parks, Recreation & Tourism Cpf	697,140.47	4,415.75	196,274.63	105,432.08	395,433.76	57

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2024
Current Period End Date: 10/31/2024

Oconee County
FY 2024-2025
Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 335 Fire/Emergency Services Capital Projects						
107 Ems & Fire Services	1,288,983.69	1,229.24	19,335.80	44,549.56	1,225,098.33	95
335 Fire/Emergency Services Capital Projects	1,288,983.69	1,229.24	19,335.80	44,549.56	1,225,098.33	95

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2024
Current Period End Date: 10/31/2024

Oconee County
FY 2024-2025
Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 340 Capital Request Fund						
101 Sheriff	430,950.55	10,694.00	43,859.68	430,950.55	-43,859.68	-10
104 Communications	81,170.55	0.00	44,037.06	21,869.77	15,263.72	19
106 Law Enforcement Center	279,000.00	0.00	0.00	108,984.00	170,016.00	61
708 Finance Department	175,000.00	0.00	0.00	0.00	175,000.00	100
711 Information Technology	74,050.00	0.00	40,632.77	0.00	33,417.23	45
714 Facilities Maintenance	155,000.00	0.00	12,500.00	12,500.00	130,000.00	84
717 Administrator'S Office	226,950.00	0.00	0.00	0.00	226,950.00	100
718 Solid Waste Department	1,414,507.95	0.00	172,702.01	716,805.94	525,000.00	37
340 Capital Request Fund	2,836,629.05	10,694.00	313,731.52	1,291,110.26	1,231,787.27	43

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2024
Current Period End Date: 10/31/2024

Oconee County
FY 2024-2025
Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Report Totals Net	\$109,326,637.06	\$8,372,175.41	\$30,168,385.74	\$17,728,567.25	\$61,431,684.07	56