

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: January 20, 2026

## ITEM TITLE:

**Title: 2018 Bell B30E Articulated Water Truck**

**Department: Rock Quarry**

**Amount: \$227,000.00**

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2025-2026 budget process.

**Budget: \$227,000.00** Project Cost: **\$227,000.00** Balance: **\$0.00**

(Funding from Rock Quarry Capital Equipment budget)

Finance Approval: \_\_\_\_\_

## BACKGROUND DESCRIPTION:

This purchase is for a used 2018 Bell B30E Articulated Water Truck with approximately 5,650 operating hours. The unit is equipped with a 6,000-gallon water tank.

On April 18, 2024, the Mine Safety and Health Administration (MSHA) issued its final rule, **Lowering Miners' Exposure to Respirable Crystalline Silica and Improving Respiratory Protection**, aimed at reducing miner exposures to respirable crystalline silica and enhancing respiratory protection against all airborne hazards. The final rule lowers the permissible exposure limit (PEL) for respirable crystalline silica to 50 micrograms per cubic meter of air ( $\mu\text{g}/\text{m}^3$ ), measured as an 8-hour time-weighted average, and establishes an action level of 25  $\mu\text{g}/\text{m}^3$  for the same period. It also includes uniform monitoring and control requirements, medical surveillance provisions for metal and nonmetal mines, and updates to respiratory protection standards.

The final rule took effect on June 17, 2024. Metal and nonmetal (MNM) mine operators must come into compliance by April 8, 2026.

To meet these requirements at the Rock Quarry, two water trucks will need to operate during most production hours. The additional truck, used alongside the existing unit, will help control dust to maintain compliance and reduce operational risk by lessening the urgency of securing a rental truck in the event the current equipment is down for maintenance.

Staff obtained pricing on 2 additional used Bell Water Trucks and the price for a New Bell B30E Articulated Water Truck.

- 2019 Bell B30E, 5,500 Hours, \$395,000.00, located in Bartow, Florida
- 2018 Bell D40D, 10,052 Hours, \$229,000.00 located in Atlanta, GA
- NEW Bell B30E Articulated Water Truck \$554,011.98

## ATTACHMENT(S):

1. National Equipment Dealers, Quote for Used 2018 Bell Water Truck
2. Pictures of the 2018 Bell B30E Water Truck (4)
3. National Equipment Dealers Quote for New
4. Used Equipment Quotes (2)
  - a. Newman Tractor
  - b. Central Atlanta Tractor
5. Department Letter for Used Equipment

*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.*

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council:

1. Approve the purchase of the used 2018 Bell B30E articulating water truck from National Equipment Dealers in Columbia, SC, in the amount of \$227,000.00.

**Submitted or Prepared by:** \_\_\_\_\_ **Approved for Submittal to Council:** \_\_\_\_\_  
Tronda C. Popham, Procurement Director Phillip S. Shirley, Interim County Administrator

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

CUSTOMER:		DELIVER TO:		DATE:	
Oconee County Rock Quarry		Oconee County Rock Quarry		11/13/2025	
CONTACT: Billy Buchanan		PICK UP LOCATION:		SALESMAN: Mark Zegilla	
PHONE:				Expiration: 45 Days	
				Lead Time: In Stock	
<p>Thank you for the opportunity to quote the following items. Please review the quotation and contact us with any questions.</p>					
UNIT	QTY.	NEW OR USED	YEAR	MAKE	MODEL
7297	1	USED	2018	Bell	B30E
DESCRIPTION & SPECIFICATIONS		6,000gal Water Truck Approx. 5,650hrs			
ATTACHMENT/OPTION					
PM SERVICE AGREEMENT					
STANDARD WARRANTY					
EXTENDED WARRANTY					
FOB: Customer		CONTRACT #:		TOTAL CASH PRICE \$ 227,000.00	

\*Rates may vary\*\* Based on delivery date & credit approval process\*

**FINANCE RATE (SUBJECT TO CHANGE!)**

*Customer must qualify for rate quoted.*

**FINANCE OPTIONS**

MONTH	RATE	PAYMENT EST	PLEASE CHECK & INITIAL
		<input type="checkbox"/>	

Trade In Equipment - Purchases hereby bargains, sells and conveys unto Seller the above described Trade-In Equipment and certifies it to be free and clear of liens, encumbrances, and security interests except to the extent shown below.

I agree to pay all taxes and other charges and settle for the purchase price as follows:

1. Trade Allowance	-	1. Total Cash Price	227,000.00
2. Other (Specify)	-	2. Discount/Rebate/Down Payment	
2a.	-	3. Unpaid Cash Payment	227,000.00
3. Cash Down Payment (Cash, Rebate, Municipal Discount)	-	4. Sales Tax	
4. Total Cash and Other Down Payment	-	5. DOC Fees or Charges	
5. Total Down Payment	-	6. Total Taxes and Fees	
		7. Cash Due on Delivery	<b>227,000.00</b>

In the event Buyer fails to pay any portion of the amount identified above, Buyer shall be responsible, and must reimburse Seller, for any costs (including litigation costs and attorney's fees) incurred by Seller collecting the outstanding balance. Any past due amounts owing under this Bill of Sale shall accrue interest at 1 1/2 % per month until the entire balance is paid in full.

Order Taken By:	Mark Zegilla	Purchaser Name:	Billy Buchanan
Seller Signature:	Mark Zegilla	Purchaser Signature:	



USED 2018 - Bell B30E Articulated Water Truck



USED 2018 - Bell B30E Articulated Water Truck



USED 2018 - Bell B30E Articulated Water Truck



USED 2018 - Bell B30E Articulated Water Truck



USED 2018 - Bell B30E Articulated Water Truck



CUSTOMER: <b>Oconee County Rock Quarry</b>		DELIVER TO: <b>Oconee County Rock Quarry</b>		DATE: <b>12/1/2025</b>		
				SALESMAN: <b>Mark Zegilla</b> Expiration: <b>45 Days</b>		
CONTACT: <b>Billy Buchanan</b>		PICK UP LOCATION:				
PHONE:						
<p>Thank you for the opportunity to quote the following items. Please review the quotation and contact us with any questions.</p>						
UNIT	QTY.	NEW OR USED	YEAR	MAKE	MODEL	PRICE
	1	NEW		Bell	B30E	\$428,622.75
DESCRIPTION & SPECIFICATIONS		30 Ton Capacity Mercedes Benz Engine (348hp) / Allison Automatic Transmission				
ATTACHMENT/OPTION		6,000 Gallon Advantage Water Tank System				\$125,389.22
ATTACHMENT/OPTION		Low Idle Spray System (Front and Rear)				
ATTACHMENT/OPTION		4x3 Water Pump Mounted On Rear of Tank Hydraulically Operated				
ATTACHMENT/OPTION		1-1/2" 50' Hose Reel Mounted on Rear of Tank				
ATTACHMENT/OPTION		3" Ground Fill Pipe / Self Filling				
ATTACHMENT/OPTION		Elkhart Brass Nitro Cannon w/ Joystick Control				
ATTACHMENT/OPTION		2.5" Manual Brass Nozzle				
ATTACHMENT/OPTION		LED Lights on Rear of Tank				
PM SERVICE CONTRACT		Initial Service Included				
TRUCK WARRANTY		2 Year / 4,000 Hour Full Machine ; 3 Year / 6,000 Hour Powertrain				
TANK SYSTEM WARRANTY		2 Year Material / Workmanship ; 1 Year On All Components (water pump, spray heads, cannon, hose reel, etc)				
FOB: Customer		CONTRACT #:		NC Sheriff's Association #26-10-422		TOTAL CASH PRICE <b>\$ 554,011.98</b>

*Rates may vary** Based on delivery date & credit approval process*		<b>FINANCE RATE (SUBJECT TO CHANGE!)</b> <b>Customer must qualify for rate quoted.</b>																																														
<table border="1"> <thead> <tr> <th>MONTH</th> <th>RATE</th> <th>PAYMENT EST</th> <th>PLEASE CHECK &amp; INITIAL</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td><input type="checkbox"/></td></tr> <tr><td></td><td></td><td></td><td><input type="checkbox"/></td></tr> <tr><td></td><td></td><td></td><td><input type="checkbox"/></td></tr> <tr><td></td><td></td><td></td><td><input type="checkbox"/></td></tr> </tbody> </table>				MONTH	RATE	PAYMENT EST	PLEASE CHECK & INITIAL				<input type="checkbox"/>				<input type="checkbox"/>				<input type="checkbox"/>				<input type="checkbox"/>																									
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# 2019 BELL B30E



**USD**  
**\$395,000**

**Rental Prices:**  
**Call For Availability**

**Machine Location:** 2600 State Road 60 Bartow, Florida 33830

## Seller Information

**Newman Tractor**

**Contact:** Scott Harmeling

**Phone:** (859) 592-7041

Verona, Kentucky 41092

Visit Our Website

**(859) 592-7041**

**Video Chat**



[Hide Thumbnails](#)

## Specifications

<b>Year</b>	2019	<b>Manufacturer</b>	BELL
<b>Hours</b>	5,500	<b>Model</b>	B30E
<b>Condition</b>	Used	<b>Stock Number</b>	eq1053

[Show As Paragraph](#)





## Used 2016 BELL Water Truck B40D For Sale

\$229,000

**Central Atlanta Tractor Sales**

1061 days listed 0 views 0 saves

### Description

2016 BELL, B40D Water Equipment - Truck, 40 Ton, 6x6 articulated water wagon, Mercedes engine, Allison transmission, equipped with 8000 gallon epoxy lined tank, 3 rear-operated spray heads, 2 front-operated spray heads, one hydraulically operated 4x3 water pump on rear of tank, 1.5" hose reel with 50' of hose mounted on rear of tank, 3" ground fill pipe with air gap for easy filling, all tank functions independently controlled from the cab, this is a working machine, please call for current hours. Serial Number: B93A340DL07505411

Message from Central Atlanta Tractor Sales

We are a proud Dealer for Bell Trucks America, Sany America, and IRock Crushers and Screeners PLUS we also have large fleet of Heavy Earthmoving Equipment, Crushers and Screeners for Sale or Rent!

**Central Atlanta Tractor Sales**

### Detailed Specifications

**Condition:** Used

**Year:** 2016

**Make:** BELL

**Model:** B40D  
**Class:** INDUSTRIAL  
**Category:** Water Truck  
**Location:** Atlanta, GA  
**Serial Number:** B93A340DL07505411  
**Mileage:** 10,052

[View on Dealer's Website](#) 

[See more Equipment from this dealer](#) 



2024 BELL B30E Off Highway Tr...  
Central Atlanta Tractor \$... 111 mi away



2024 BELL B30E Off Highway Tr...  
Central Atlanta Tractor \$... 111 mi away



2024 BELL B30E Off Highway Tr...  
Central Atlanta Tractor \$... 111 mi away



2023 BELL B30E Off Highway Tr...  
Central Atlanta Tractor \$... 111 mi away



2022 BELL B25E Off Highway Tr...  
Central Atlanta Tractor \$... 111 mi away

#### Central Atlanta Tractor Sales

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Call 1-800-836-1031 Listing Code: 3824 

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Oconee County  
Quarry

Date: December 3, 2025  
From: Billy Buchanan  
To: Tronda Popham, Procurement Director  
Subject: Used Water Truck Purchase

Ms. Tronda,

**Billy Buchanan**  
Assistant Quarry Director

Oconee County Quarry  
686 Rock Crusher Road  
Walhalla, SC 29691

Phone: 864-638-4214  
Cell: 864-280-1823

E-mail:  
[bbuchanan@oconeesc.com](mailto:bbuchanan@oconeesc.com)

Council approved the purchase of another water truck for use at the quarry in the 2025-2026 budget. During budget discussions, the county administrator was advised and approved the idea of buying a used piece of equipment at that time.

MSHA has introduced new standards for respirable dust, which will be enforced in the 2026 calendar year. These standards cut the amount of allowable silica particulates roughly in half from the current standard. To comply with the new standard, we will be running two water trucks for the majority of operating hours at the quarry. Also, having a second truck will allow us to not have to scramble for a rental or borrow from the Road Department each time our current truck is down for repairs or service.

We have identified a suitable used truck, and would like to move forward with the purchase at this time. The truck we would like to purchase is a 2018 Bell B30E with 5,650 hours. We would like to choose a Bell B30E in particular, as it is the same model as our two other articulating trucks. This allows us to save money on parts inventory and training. We have found these trucks to be reliable and well suited for quarry use. I have inspected and operated the truck being offered, and I believe it also suits the needs of the quarry well.

Thank you for your consideration,



Billy Buchanan



# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: January 20, 2026

## ITEM TITLE:

**Title: 2025 Volvo EC500 Excavator**

**Department: Rock Quarry**

**Amount: \$503,670.00**

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2025-2026 budget process.

**Budget: \$503,670.00** Project Cost: **\$503,670.00** Balance: **\$0.00**

(Funding from Rock Quarry Capital Equipment budget)

Finance Approval: \_\_\_\_\_

## BACKGROUND DESCRIPTION:

This purchase is for a new 2025 Volvo EC500 Excavator, equipped with a Rockland 3.79-cubic-yard Severe Service Excavator Bucket, a Rockland WHP pin-mounted hydraulic thumb, and dealer-installed bolt on right side protection (wear plate) for quarry applications. The excavator purchase includes a 36-month / 3,500-hour full-coverage extended warranty. This excavator is on the lot and there will be no wait time in delivery.

The 2025 Volvo EC500 excavator's primary use will be to load boulders on customer trucks. It will also be used to strip soil to expose bedrock, and will be the backup excavator for pit operations when the larger equipment is down for service or repairs.

After reviewing excavators in the 110,000–120,000 lb. class, staff determined that the Volvo EC500 equipped with a Rockland Severe Duty bucket and thumb is the most suitable choice to meet the Rock Quarry's needs.

This new excavator will replace a 2014 Hyundai R380LC, which will be retained as a backup unit and used throughout the Rock Quarry when other equipment is undergoing service or repairs.

## SPECIAL CONSIDERATIONS OR CONCERNS:

Pricing for the Volvo Excavator is from the Sourcewell national purchasing co-operative, contract number #011723-VCE for Volvo heavy construction equipment. This contract provides a 45.2% discount off the MSRP for Volvo EC500 excavators and allows government agencies to purchase directly from authorized dealers. Ascendum Machinery, Inc. has also provided an additional Dealer Discount in the amount of \$25,000.00. Sourcewell contracts are competitively solicited and awarded at the national level, with purchases fulfilled through authorized local or state dealers.

Ascendum Machinery, Inc. in Piedmont, SC is an authorized Volvo dealer and will manage equipment setup, delivery, and all required warranty service.

## ATTACHMENT(S):

1. Ascendum Machinery Sourcewell Quote & Specifications
2. Sourcewell Contract Information
3. Authorized Dealer Information

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of a 2025 Volvo EC500 Excavator from Ascendum Machinery, Inc. of Piedmont, SC, in the amount of \$503,670.00, per Sourcewell Contract # 011723-VCE.

Submitted or Prepared by: \_\_\_\_\_

Tronda C. Popham, Procurement Director

Approved for Submittal to Council: \_\_\_\_\_

Phillip S. Shirley, Interim County Administrator

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## Quote Valid for 90 days

**Contract:**  
**011723-**  
**VCE**

**Date:** **11/5/2025**

Buying Agency:	Oconee County	Dealership:	Ascendum Machinery
SW Member #:	86847	Prepared By:	Billy Chastain
Contact Person:	Billy Buchanan	Phone:	864-851-1754
Phone/Email:	864-280-1823	Email:	billy.chastain@ascendummachinery.com
Sourcewell Product Code	B - Volvo Pricing Catalog: Hydraulic Crawler Excavators Large ( above 20,000#)		

**A. Catalog / Price Sheet Items being purchased**

Quan		Unit Pr	Total
1	Volvo EC500 2025 year model	\$479,582	\$479,582
	See next page for machine specs at List Price, Contract Discount, Machine Price		
	TOTAL Purchase Price at Bottom of this Page		
		Sourcewell Machine Price:	\$479,582
		Additional Discount:	-\$25,000
		Subtotal A:	<b>\$454,582</b>

**B. Sourced Contracted Items**

Quan	Description	Unit Pr	Total
1	Rockland 3.79 cuyd Severe Service Excavator Bucket NON CONTRACTED	\$26,443	\$26,443
1	Rockland WHP Pin Mounted Hydraulic NON CONTRACTED	\$12,095	\$12,095
1	Dealer Installed Right Side Protection Bolt On NON CONTRACTED	\$3,450	\$3,450
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
		Subtotal B:	<b>\$41,988</b>

**C. Freight / Installation / Ext Warranty / Trade-Ins / Other Allowances/ Miscellaneous Charges**

Freight		\$3,500
PDI		\$1,100
Install bucket, thumb and right side protection		\$2,500
		Subtotal C:
		<b>\$7,100</b>

Delivery Date:

**D. TOTAL PURCHASE PRICE (A+B+C):****\$503,670**

## Volvo CE - Sourcedwell Contract Quote (MSRP Discount)

Version 25v2

Description	Part #	List Price
Volvo EC500FL5 Crawler Excavator	EC500FL5	668,139.00
Boom, 23' 0" (7.0m), HD	XC10103	46,027.00
Arm, 11' 0" (3.35m), HD	XC10206	31,448.00
Linkage with lifting eye, GP	XC10403	2,538.00
Decal Kit NA	XC10503	0.00
Oil sampling ports	XC10756	0.00
Track Pads, 36" (900mm) Triple Grouser	XC20107	36,294.00
HD Full Track guard	XC20202	5,813.00
Lower frame, Fixed	XC20320	0.00
Track tensioner, STD	XC20330	0.00
Belly Cover STD, 4.5mm	XC20401	279.00
Engine NA	XC30101	0.00
Standard fan drive, High Capacity	XC30808	0.00
Fuel tank without fast fueling provision	XC30351	0.00
Engine Air precleaner, Cyclone	XC30401	337.00
Engine Air filter, std	XC30408	0.00
Water separator without heater	XC30606	711.00
Quick Hyd Oil Fill connection	XC30910	0.00
Quick Engine Oil Change	XC30911	0.00
Delayed engine Shutdown	XC30902	237.00
CareCab w/ Opening Hatch	XC40103	704.00
Cabin mirror, std	XC40142	0.00
Premium seat	XC40215	2,608.00
Seat belt, 3 inch	XC41202	56.00
DigAssist, Boundary Limit	XC40302	0.00
Joystick, 4 switch & 1 prop	XC40409	0.00
Air conditioning, ACC (automatic climate control)	XC40502	3,970.00
Universal key	XC40602	0.00
Foot rest, High mount	XC40809	0.00
Sun screen, front/roof/rear/right	XC40810	330.00
Stairway handrail, foldable	XC50806	0.00
Platform guardrail, foldable	XC50808	0.00
Inner rail	XC50809	0.00
Advanced light package	XC50051	1,000.00
Travel alarm	XC50102	0.00
Kinematic sensor package (required option)	XC50153	7,150.00
Co-Pilot 2nd gen display, w/ digital radio (required option)	XC50154	1,950.00
Dig Assist Start (required option)	XC50155	4,595.00
Provision, Obstacle detection	XC50162	0.00
HD VSV(Volvo Smart View)	XC50163	0.00
Carettrack GSM/GPS	XC50401	0.00
Hydraulic oil ISO VG46	XC60102	1,363.00
Pre-setting for hyd. pressure (piping not installed for long reach boom and arm)	XC61301	282.00
X1 2 pump double acting piping (piping not installed for long reach boom and arm)	XC60203	8,738.00
X1 3 way valve on arm	XC60220	545.00

## Volvo CE - Sourcedwell Contract Quote (MSRP Discount)

Version 25v2

Description	Part #	List Price
X1 Roll switch control, proportional, double acting (piping not installed for long reach boom and ar	XC60602	467.00
Straight travel pedal	XC60904	2,210.00
Boom float function	XC60906	2,673.00
Pattern change	XC60914	2,156.00
Creep mode	XC60917	0.00
Cabin entrance platform	XC70102	456.00
Manual, English	XC70302	0.00
Counterweight, 22,050lbs (10000kg), fabrication	XC80160	28,782.00
Under cover HD, 4.5mm superstructure	XC80202	0.00
Frame lifetime guarantee	XC70501	0.00
Less bucket with pins	XC8289603	0.00
Walk way, fixed, full, left hand side (RH side also included only for EC750EL and EC950F)	XC70101	1,945.00
Auto-lube, base	XC50109	10,988.00
Seat belt indicator, external (Green light beacon)	XC50127	358.00
	<b>Total List Price</b>	<b>\$875,149</b>
	<b>Sourcewell % off List</b>	<b>45.2%</b>
	<b>Sourcewell Machine Price</b>	<b>\$479,582</b>

*See Front Page of Quote for Total Purchase Price*

# Volvo

## Heavy construction equipment

#011723-VCE

Maturity Date: 4/14/2027

Website: [volvoce.com/government-sales](http://volvoce.com/government-sales) 

### Products & Services



## Products & Services

Sourcewell contract 011723-VCE gives access to the following types of goods and services:

- Electric compact wheel loaders

- Electric compact excavators

- Wheel loaders

- Wheeled & tracked excavators

- Compact wheel loaders

- Compact excavators

- Landfill compactor

- Soil & asphalt compactors

- Volvo attachments

- Access-to-used equipment

- Financing & leasing

- Rent-to-own available

Locate your local dealer or representative

Additional information can be found on the vendor-provided, nongovernment website at: [volvoce.com/government-sales](http://volvoce.com/government-sales)

Sourcewell Heavy Equipment Contract: 011723-VCE

Discounts off List

GPE

MODEL: Volvo Pricing Catalog Product Code	2025 SW % Discount off List
<b>Hydraulic Crawler Excavators Small - A</b>	
EC20E	42.1%
EC27D	42.1%
EC37F	42.1%
EC65F	42.1%
ECR18E	42.1%
ECR25DFL	42.1%
ECR40F	42.1%
ECR50F	42.1%
ECR58F	42.1%
ECR90F	42.1%
EW60E	42.1%
<b>Excavators - B</b>	
EC140EL	44.4%
EC160EL	44.4%
EC210FL5	45.2%
EC230FL5	45.2%
EC230FLR5	45.2%
JEC230FL - ELECTRIC	40.9%
EC260FL5	44.4%
EC260FLR5	44.4%
EC300FL5	44.4%
EC300FLR5	44.4%
EC370FL5	44.4%
EC400FL5	45.2%
EC400FLR5	45.2%
EC400FHR	45.2%
EC500FL5	45.2%
EC500FLR5	45.2%
EC500FHR	45.2%
EC530EL	45.2%
EC550EL	45.2%
EC750EL	43.6%
EC750EHR	43.6%
EC950FL	36.9%
ECR145FL5	44.4%
ECR255FL5	45.2%
ECR355FL5	44.4%
<b>Wheeled Hydraulic Excavators - C</b>	
EWR130E	44.4%
EWR150E	44.4%
EWR170E	44.4%
EW160E	44.4%
EW180E	44.4%
EW200EMH	44.4%
EW220E	44.4%
EW240EMH	44.4%

<b>Wheel Loaders - D</b>	
L60H2	43.6%
L70H2	43.6%
L90H2	43.6%
L110H2	44.4%
L120H2	44.4%
JL120H2 - ELECTRIC	30.9%
L150K	42.1%
L180K	42.1%
L200KHL	42.1%
L220K	42.1%
L260K	42.1%
L350H2	42.1%
<b>Compact Wheel Loaders - E</b>	
L30HS	42.1%
L35HS	42.1%
L45H	42.1%
L45HS	42.1%
L50H	42.1%
L50HS	42.1%
<b>Articulated Haulers - F</b>	
A25G/J	43.6%
A30G/J	43.6%
A35J	43.6%
A40J	43.6%
A45J	43.6%
A50J	43.6%
A60H/J	36.1%
<b>Rigid Hauler - G</b>	
R60	27.1%
R70	27.1%
R100	27.1%
<b>Landfill Compactor - I</b>	
LC450H	32.4%
<b>Electric Compact - J</b>	
JECR25D	45.5%
JL25H	45.5%
JL20H	45.5%
JECR18E	45.5%
JEC18E	45.5%

Sourcewell Heavy Equipment Contract: 011723-VCE  
 Discounts off List  
 Road

MODEL: Volvo Pricing Catalog Product Code	2025 SW % Discount off List
<b>Single Smooth Drum Vibratory Rollers (Soil Compaction) - K</b>	
SD45B	42.9%
SD70B2	42.9%
SD75B2	42.9%
SD115B	42.9%
SD125B	42.9%
<b>Tandem Drum Vibratory Rollers (Asphalt Compaction) - L</b>	
DD25B	41.4%
JD225B - ELECTRIC	45.5%
DD30B	41.4%
DD35B	41.4%
DD110C	41.4%
DD120C	41.4%
DD128C	41.4%
DD140C	41.4%
<b>Pneumatic Rollers - M</b>	
PT125C	41.4%
PTR240	41.4%

# Find a dealer

Change market

North America



29691, SC



The closest dealers:

List

Map

## Ascendum Machinery, Inc. - Piedmont

- 407 Oak Road  
PIEDMONT, South Carolina 29673  
34 miles

## Ascendum Machinery, Inc. - Asheville

- 215 Fanning Fields Road  
MILLS RIVER, North Carolina 28759  
53 miles

## Ascendum Machinery, Inc. - Buford

- 3779 Ryder Blvd  
BUFORD, Georgia 30519  
71 miles

## Ascendum Machinery, Inc. - Knoxville

- 5730 Rutledge Pike  
KNOXVILLE, Tennessee 37924  
97 miles

## Ascendum Machinery, Inc. - Forest Park

- 5840 Frontage Road  
FOREST PARK, Georgia 30297  
111 miles

## Ascendum Machinery, Inc. - Chattanooga

- 7829 Lee Highway  
CHATTANOOGA, Tennessee 37421  
118 miles

## Ascendum Machinery, Inc. - Columbia

- 2303 Airport Blvd.  
CAYCE, South Carolina 29033  
126 Miles

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2025-25**

**AN ORDINANCE TO AMEND ARTICLE IV (“USE OF PARKS AND RECREATION AREAS”) OF CHAPTER 22 (“PARKS AND RECREATION”) OF THE OCONEE COUNTY CODE OF ORDINANCES, WITH RESPECT TO THE REGULATION OF GOLF CART OPERATION AT COUNTY PARKS; 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 (the “Code of Ordinances”), as amended;

**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, certain sections of Chapter 22 of the Code of Ordinances, entitled “Parks, Recreation, and Tourism,” by modifying provisions related to the operation of golf carts at County Parks; and

**WHEREAS**, County Council has therefore determined to modify Chapter 22 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. Section 22-115(6)(g) of Article IV of Chapter 22 of the Code of Ordinances, entitled *Parks, Recreation, and Tourism*, is hereby revised, rewritten, and amended to remove the restriction allowing only electric golf carts, so that it reads as follows:

*g. Golf carts may be operated at all county parks and recreation areas subject to the following regulations:*

*i. All carts must have a valid registration with the Department of Motor Vehicles, display the Department of Motor Vehicles' decal at all times, and carry proof of insurance.*

- ii. Golf carts shall only be driven by people with a valid driver's license who are named insured on the golf cart's insurance policy.*
- iii. Only golf carts that emit minimal noise are permitted. Golf carts that create a park nuisance by virtue of noise or otherwise are prohibited.*
- iv. Golf carts shall only be driven on park or recreation area roads.*
- v. Golf carts shall only be driven from one park or recreation area facility to another; cruising is prohibited.*
- vi. No golf carts shall be operated after 10:00 p.m. except for emergencies and/or trips to the bath house(s).*
- vii. Only golf carts with headlights and taillights may be driven between sunset and sunrise.*

2. 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 rest and remainder of this Ordinance, all of which is hereby deemed separable.

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

4. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force.

5. 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 \_\_\_\_\_, 2026.

**ATTEST:**

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Jennifer C. Adams  
Clerk to Oconee County Council

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Matthew Durham  
Chair, Oconee County Council

First Reading: November 18, 2025  
Second Reading: December 2, 2025  
Third Reading: January 20, 2026  
Public Hearing: January 20, 2026

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2025-26**

**AN ORDINANCE TO AMEND SECTION 28-9 (“USED AND WASTE TIRES”) OF CHAPTER 28 (“SOLID WASTE MANAGEMENT”) OF THE OCONEE COUNTY CODE OF ORDINANCES TO ALIGN THE SAME WITH THE 2025 AMENDMENTS TO S.C. CODE SECTIONS 44-96-170(E) AND (F) RELATING TO WASTE TIRE RECEIPT AND FEES; AND OTHER RELATED MATTERS.**

**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 (the “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 (the “Code of Ordinances”), as amended; and

**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 revise Section 28-9 (“Used and Waste Tires”) of Chapter 28 (“Solid Waste Management”) of the Oconee County Code of Ordinances to align the same with the 2025 amendments to S.C. Code Sections 44-96-170(e) and (f) relating to waste tire receipt and fees.

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

1. Section 28-9 (“Used and Waste Tires”) of Chapter 28 (“Solid Waste Management”) of the Oconee County Code of Ordinances is hereby rewritten, revised, and amended to read as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. Attached hereto as Exhibit B is a version of Section 28-9 the illustrates the changes reflected on Exhibit A; Exhibit B is for illustrative purposes only, and shall not be codified.

2. 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 rest and remainder of this Ordinance, all of which is hereby deemed separable.

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

4. All other terms, provisions, and parts of the Code of Ordinances, not amended hereby, directly or by implication, shall remain in full force.

5. 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 \_\_\_\_\_, 2026.

**ATTEST:**

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Jennifer C. Adams  
Clerk to Oconee County Council

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Matthew Durham  
Chair, Oconee County Council

First Reading: December 02, 2025  
Second Reading: January 06, 2026  
Third Reading: January 20, 2026  
Public Hearing: January 20, 2026

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## **Sec. 28-9. Used and waste tires.**

- (a) All persons shall adhere to laws and regulations set forth by the South Carolina Department of Environmental Services (formerly DHEC), specifically including Regulation 61-107.3., "Solid Waste Management: Waste Tires."
- (b) It shall be unlawful for any person to store, dump, discard, or abandon waste tires without either being registered with DHEC or meeting the exemptions set forth in the above mentioned DHEC regulations.
- (c) All waste tires generated, transported to, or stored in the county must be delivered to a waste tire collection facility or the Oconee County Solid Waste Complex-Transfer Station.
- (d) All illegal and unregistered waste tire dump sites are subject to the procedures and penalties of the litter control ordinance of Oconee County, as well as all applicable local, state, and federal laws.
- (e) Used tire dealer.
  - (1) Any individual or commercial entity that sells, removes, replaces, and/or repairs used tires shall be required to:
    - a. Register as a used tire dealer with the department;
    - b. Purchase a license annually;
    - c. Record sales and retain disposal receipts of all tires processed; and
    - d. Appropriately dispose of all waste tires.
  - (2) Used tire retailers must keep receipts and records of tires sold and disposed of in the county. These records must be kept for a minimum of three years and made available upon request.
  - (3) Used tires for resale must be stacked orderly either in rows or on racks for easy inspection and kept so the tires do not create a mosquito habitat or other environmental hazard.
- (f) Waste tire fees.
  - (1) Anyone disposing of waste tires at the solid waste complex-transfer station shall be required to pay the appropriate fees set forth by the county's annual budget.
  - (2) The waste tire fee shall apply to all waste tires, including heavy equipment tires and oversized tires that have a diameter greater than the largest tire with a U.S. Department of Transportation number. Fleets are required to provide documentation for proof-of-purchase on instate tires. The disposal fee applies to all tires for which no state tire disposal fee has been paid.
  - (3) In accordance with Act No. 33 of 2025, enacted by the South Carolina General Assembly, Oconee County prohibits the acceptance of waste tires from retailers in any County facility.
  - (4) Notwithstanding the prohibition in subsection (f)(3), above, Oconee County may accept waste tires from retailers,<sup>1</sup> who shall be required to pay a tipping fee of up to \$400 per ton, as authorized by Act No. 33 of 2025. The County Administrator, or his designee, is authorized to establish and implement the tipping fee of up to \$400 per ton based on market conditions, disposal costs, and operational requirements.
  - (5) Oconee County, at its sole discretion, may refuse acceptance of any waste tires that may pose environmental, safety or regulatory risks until such hazards are remediated.

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<sup>1</sup> Acceptance of such waste tires is permitted at the Solid Waste Complex only.

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- (6) County residents are exempt from waste tire fees for small tires from lawn and garden equipment and bicycles. Waste tire fees will apply to any commercial entity that disposes of these same items.

DRAFT

**Sec. 28-9. Used and waste tires.**

- (a) All persons shall adhere to laws and regulations set forth by the South Carolina Department of Environmental Services (formerly DHEC), ~~DHEC~~ specifically including Regulation 61-107.3., "Solid Waste Management: Waste Tires."
- (b) It shall be unlawful for any person to store, dump, discard, or abandon waste tires without either being registered with DHEC or meeting the exemptions set forth in the above mentioned DHEC regulations.
- (c) All waste tires generated, transported to, or stored in the county must be delivered to a waste tire collection facility or the Oconee County Solid Waste Complex-Transfer Station.
- (d) All illegal and unregistered waste tire dump sites are subject to the procedures and penalties of the litter control ordinance of Oconee County, as well as all applicable local, state, and federal laws.
- (e) Used tire dealer.
  - (1) Any individual or commercial entity that sells, removes, replaces, and/or repairs used tires shall be required to:
    - a. Register as a used tire dealer with the department;
    - b. Purchase a license annually;
    - c. Record sales and retain disposal receipts of all tires processed; and
    - d. Dispose Appropriately ~~Dispose Appropriately dispose~~ of all waste tires ~~at a waste tire collection facility or the Oconee County Solid Waste Complex Transfer Station~~.
  - (2) Used tire retailers must keep receipts and records of tires sold and disposed of in the county. These records must be kept for a minimum of three years and made available upon request.
  - (3) Used tires for resale must be stacked orderly either in rows or on racks for easy inspection and kept so the tires do not create a mosquito habitat or other environmental hazard.
- (f) Waste tire fees.
  - (1) Anyone disposing of waste tires at the solid waste complex-transfer station shall be required to pay the appropriate fees set forth by the county's annual budget.
  - (2) The waste tire fee shall apply to all waste tires, including heavy equipment tires and oversized tires that have a diameter greater than the largest tire with a U.S. Department of Transportation number. Fleets are required to provide documentation for proof-of-purchase on instate tires. The disposal fee applies to all tires for which no state tire disposal fee has been paid.
  - (3) Any dealer who brings waste tires to ~~In accordance with Act No. 33 of 2025, enacted by the South Carolina General Assembly, Oconee County Solid Waste Complex Transfer Station will prohibit the acceptance of waste tires from retailers in any County facility.~~
  - (4) Notwithstanding the prohibition in subsection (f)(3), above, Oconee County may accept waste tires from retailers,<sup>1</sup> who shall be required to pay the appropriate fees, unless the adequate paperwork (S.C. DOR Solid Waste Excise Tax Return Form ST-390 including proof of payment) a tipping fee of up to \$400 per ton, as authorized by Act No. 33 of 2025. The County Administrator, or his designee, is provided, authorized to establish and implement the tipping fee of up to \$400 per ton based on market conditions, disposal costs, and operational requirements.

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<sup>1</sup> Acceptance of such waste tires is permitted at the Solid Waste Complex only.

**EXHIBIT B**

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(4)(5) Oconee County, at its sole discretion, may refuse acceptance of any waste tires that may pose environmental, safety or regulatory risks until such hazards are remediated.

(6) County residents are exempt from waste tire fees for small tires from lawn and garden equipment and bicycles. Waste tire fees will apply to any commercial entity that disposes of these same items.

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2025-27**

**AN ORDINANCE TO REVISE AND EXPAND THE  
LOCAL CONTRACTOR / VENDOR PREFERENCE  
PROVISIONS CONTAINED IN THE OCONEE COUNTY  
PROCUREMENT CODE**

**WHEREAS**, Oconee County, South Carolina (the “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 (the “County Council”), 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 (the “Code of Ordinances”);

**WHEREAS**, the Council recognizes the importance of supporting local businesses and promoting economic development within the County;

**WHEREAS**, enhancing opportunities for qualified local vendors helps retain economic value within the community and strengthens the County’s business environment;

**WHEREAS**, the County desires to amend Section 2-438(e), entitled “Local Preference,” of the County’s Procurement Code, as contained in Article V of Chapter 2 of the Code of Ordinances, in order to establish a structured and transparent local preference policy that encourages participation by businesses physically located within Oconee County without compromising competition or responsible stewardship of public funds;

**WHEREAS**, the Council finds that establishing a local vendor preference for purposes of bid evaluation, coupled with a price-matching option, serves the public interest while ensuring fairness in procurement; and

**WHEREAS**, the Council further finds that procurement preferences must be applied in a manner consistent with applicable state and federal laws, grant requirements, and competitive procurement standards.

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

1. Section 2-438(e), entitled “Local Preference,” of the County’s Procurement Code, as contained in Article V of Chapter 2 of the Code of Ordinances, is hereby revised, rewritten, and amended to read as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. Attached hereto as Exhibit B is a copy of the former provisions contained in Section 2-438(e). Exhibit B is for illustrative purposes only and shall not be codified hereafter.

2. 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 rest and remainder of this Ordinance, all of which is hereby deemed separable.
3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
4. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force.

**ATTEST:**

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Jennifer C. Adams  
Clerk to Oconee County Council

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Matthew Durham  
Chair, Oconee County Council

First Reading: December 19, 2025  
Second Reading: January 06, 2026  
Third Reading: January 20, 2026  
Public Hearing: January 20, 2026

## **EXHIBIT A**

### **Sec. 2-438. - Qualifications and duties of bidders and offerors.**

...

#### **(e) LOCAL PREFERENCE.**

##### **Section 1. Definitions**

1. *Evaluation Price Reduction* or *evaluation preference* means a downward adjustment to a bidder's bid or offered price, which is used for evaluation purposes only and which does not alter the actual bid or offered price.
2. *Labor Cost* means salary and fringe benefits.
3. *Local Subcontractor* means a subcontractor meeting all criteria of a Local Vendor.
4. *Local Vendor* means a business that (a) currently maintains a non-mobile physical office within Oconee County that it has used as a place for, or as a base from, which it regularly conducts at least fifty percent (50%) of its primary business, and for which it did so for at least one (1) year prior to the respective bid opening; (b) possesses valid business and operational licenses, as applicable; and (c) is authorized to transact business in South Carolina.
5. *Procurement Officer* means the Oconee County Procurement Director or the other County official(s) / employee(s) designated to oversee the respective procurement evaluations and awards.

##### **Section 2. Local Preference Structure**

When evaluating bids or proposals, the Procurement Officer shall apply the following evaluation preferences:

1. **Local Vendor Preference:** A Local Vendor shall receive a seven percent (7%) Evaluation Price Reduction to its bid.
2. **Local Subcontractor Preference:**
  - A. A four percent (4%) Evaluation Price Reduction shall be applied when Local Subcontractor(s) are used to perform work equating to at least forty percent (40%) of the total bid price based on direct labor costs.
  - B. A six percent (6%) Evaluation Price Reduction shall be applied when Local Subcontractors perform work equating to at least sixty percent (60%) of the total bid price based on direct labor costs.
3. **Maximum Evaluation Preference:** Combined evaluation preferences shall not exceed ten percent (10%) per line-item, lot, or total contract.

4. **Effect on Bid / Award:** Evaluation Price Reductions are for comparison purposes only and do not alter the Local Vendor's actual bid.

### **Section 3. Local Vendor Price-Match Option**

1. **No Automatic Award:** A Local Vendor shall not receive a contract award solely due to evaluation preferences.
2. **Right to Match the Lowest Bid:** If, however, after applying all allowable evaluation preferences, a Local Vendor becomes the highest-ranked evaluated bidder but did not submit the lowest actual bid, the Local Vendor shall have the option to match the lowest responsible and responsive bid.
3. **Procedure:**
  - A. The Procurement Officer shall notify the eligible Local Vendor in writing of its option to price match.
  - B. The Local Vendor must accept the price match option in writing within three (3) business days of the date of the Procurement Officer's notice of option to price match, unless a different deadline is stated in the solicitation.
  - C. Failure to timely accept constitutes a rejection of the price match option, and the contract shall be awarded to the lowest responsible and responsive bidder.
4. **Conditions of Matching:** A Local Vendor electing to price match must:
  - A. Match the lowest bid price in full and in all respects;
  - B. Agree to all terms, conditions, and specifications; and
  - C. Accept all obligations associated with the award.

### **Section 4. Claiming Evaluation Preferences**

1. Bidders must provide documentation of local status, including proof of physical address, business license (if applicable), and verification of subcontractor labor percentages.
2. The County may request additional documentation or perform audits at any time.

### **Section 5. Limitations and Exclusions**

1. This Ordinance does not apply where state or federal law prohibits geographic preferences or where restricted by grant or other contractual requirements.
2. The evaluation preferences set forth in this section shall only be applied to responses to procurement solicitations in excess of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).
3. The evaluation preferences set forth in this section may be excluded from and rendered inapplicable to a solicitation if County Council, in meeting duly assembled and by majority vote, determines it is in the County's best interest to omit the preferences contained herein

from a particular solicitation.

4. Exclusions include, but are not limited to:
  - A. Emergency procurements;
  - B. Federally restricted procurements; and
  - C. Procurements excluded under state law.
5. If there are multiple responsible and responsive bidders who meet the evaluation preference(s) set forth in this section, the County shall use standard procurement practices and procedures, as set forth in this Article, to determine the priority of selection. The local evaluation preference set forth in this section does not waive or otherwise abrogate the County's unqualified right to reject any and all bids or proposals or accept such bids or proposals, as appears in the County's best interest.
6. Misrepresentation of eligibility may result in debarment, disqualification, termination, or suspension from future procurements.

## **Section 6. Implementation**

1. Subject to Section 5, the Procurement Officer shall incorporate this policy into all eligible solicitations.
2. All solicitations subject to this policy shall contain a "**Local Preference – Notice to Bidders**" clause.

## **Exhibit B**

### **Sec. 2-438. - Qualifications and duties of bidders and offerors.**

(e) Local preference. The lowest local responsible and responsive bidder who is within two percent of the lowest non-local responsible and responsive bidder, may match the bid submitted by the non-local responsible and responsive bidder and thereby be awarded the contract. The local preference as set forth in this section shall only be applied to responses to solicitations of written quotes and invitations to bid in excess of \$10,000.00. The local preference as set forth in this section shall only be given to local responsible and responsive bidders who have a physical business address located and operating within Oconee County and who have met all other requirements of the solicitations of written quotes or the invitation to bid, including, without limitation, payment of all duly assessed state and local taxes. If state or federal guidelines prohibit or otherwise limit local preference, then the county shall not use local preference in awarding the contract. If there are multiple responsible and responsive bidders who meet the local preference guidelines as set forth in this section, the county shall use standard procurement practice and procedure as set forth in this article to determine the priority of selection. The local preference as set forth in this section does not waive or otherwise abrogate the county's unqualified right to reject any and all bids or proposals or accept such bids or proposals, as appears in the county's own best interest.

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE October 21, 2025**  
**COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE (Brief Statement):**

Council consideration to approve an ordinance between Project Broadway and Oconee County to expand the project's operations in Oconee County.

## **BACKGROUND DESCRIPTION:**

Project Broadway is a respected existing business that is seeking to significantly expand their operations in Oconee County. The project would involve the purchase of approximately 8-acres of land at the Seneca Rail Park for the construction of a 50,000 square foot industrial building (expandable to 100,000 square feet) and investment in fabricating machinery. The project is expected to have a capital investment of \$7.24 million and create 38 new jobs. The Oconee Economic Alliance (OEA) has been working with the project since January 2025. The OEA has proposed the following land sale and property tax incentives for Project Broadway should they expand at Seneca Rail Park:

1. Purchase of land at Seneca Rail Park at a cost of \$5,000/acre.
2. A 30-Year Fee-In-Lieu-of-Tax (FILOT) Agreement that will provide a 6% assessment on the company's new real and personal property with a fixed millage rate of 281 mills.
3. A 7-Year Special Source Revenue Credit (SSRC) that provides a 50% credit to the annual FILOT payments.

**SPECIAL CONSIDERATIONS OR CONCERNS (only if applicable):**

- The company is making a significant commitment to strengthen and grow their Oconee County operation.
- The company is a homegrown county business that has been here for over 50 years.
- Oconee County is competing for the expansion with a location west of the Mississippi River.
- The project will create a number of well-paying jobs that will add over \$1.55 million in new payroll.
- The project will be the first company to locate at the Seneca Rail Park since the property was purchased by Oconee County.
- Existing industry is our top priority and the county is committed to assisting businesses that seek to expand their operations in the county.

**FINANCIAL IMPACT [Brief Statement]:**

- The project is expected to generate an estimated \$724,000 in property taxes over the first 10 years, \$1,793,891 over 20 years and \$2,863,574 over 30 years after the incentives are applied.
- The incentives result in an estimated property tax savings to the company of \$530,051 over the first 10 years, \$804,513 over 20 years and \$1,295,007 over 30 years or a 31% savings over the term of the agreement.

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

Approved by: **Finance**

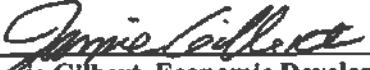
## **ATTACHMENTS**

**STAFF RECOMMENDATION [Brief Statement]:**

*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.*

It is the staff's recommendation that Council approve the ordinance for Project Broadway.

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 2025-21

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**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 BROADWAY] 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; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT BETWEEN COUNTY AND COMPANY FOR THE TRANSFER OF CERTAIN REAL PROPERTY FROM COUNTY TO COMPANY, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE PURCHASE AND SALE AGREEMENT; 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 Broadway.) by and between the County and Pickens County (“Park”), the substantially final form of which is attached as Exhibit D, 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, [Project Broadway] formerly known to the County as Project Broadway, 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 \$7,244,500 in taxable property and the creation of approximately 38 new, full-time equivalent jobs;

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 ("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 7, 2025, 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 C, 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 and a fixed millage of 281 mills 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, the PSA, 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, the PSA, 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, the PSA, and the MCIP Agreement are each authorized and approved. The form of the Fee Agreement, the PSA, and the MCIP Agreement presented at this meeting, respectively, as attached as 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, 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, the PSA, and the MCIP Agreement in the name of and on behalf of the County, and to cause the executed Fee Agreement and the PSA to be delivered to the Company and the executed MCIP Agreement to be delivered to Pickens County. The Fee Agreement, the PSA, 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, the PSA, 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, the PSA, and the MCIP Agreement and the performance of all obligations of the County under and pursuant to this Ordinance and Fee Agreement, the PSA, 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 FOUR EXHIBITS FOLLOW]  
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Passed and approved: [], 2025

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 21, 2025
Second Reading:	January 20, 2026
Public Hearing:	February 03, 2026
Third Reading:	February 03, 2026

**EXHIBIT A**  
**DESCRIPTION OF PROJECT BROADWAY PROPERTY**

[]

**EXHIBIT B**  
**FORM OF PURCHASE AND SALE AGREEMENT**

**[SEE ATTACHED]**

**EXHIBIT C**

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

**[SEE ATTACHED]**

**EXHIBIT D**  
**FORM OF MCIP AGREEMENT**

**[SEE ATTACHED]**

STATE OF SOUTH CAROLINA      )  
COUNTY OF OCONEE              )  
COUNTY OF PICKENS              )

**AGREEMENT FOR DEVELOPMENT OF A  
JOINT COUNTY INDUSTRIAL AND  
BUSINESS PARK ([PROJECT BROADWAY])**

**THIS AGREEMENT** for the development of a joint county industrial and business park to be located initially only within Oconee County is made and entered into as of \_\_\_\_\_, 2025, by and between Oconee County, South Carolina (“Oconee County”) and Pickens County, South Carolina (“Pickens County”).

**RECITALS**

**WHEREAS**, Oconee County and Pickens County are contiguous counties which, pursuant to Ordinance No. [], enacted by Oconee County Council on [], 2025, and Ordinance No. [], enacted by Pickens County Council on [], 2025, have each determined that, to promote economic development and thus encourage investment and provide additional employment opportunities within both counties, there should be developed, initially, in Oconee County only, a joint county industrial and business park (“Park”), to be located upon property more particularly described in Exhibit A; and

**WHEREAS**, because of the development of the Park, property comprising the Park and all property having a situs therein is exempt from ad valorem taxation to the extent provided in Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

**NOW, THEREFORE**, in consideration of the mutual agreement, representations, and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Oconee County and Pickens County, and their successors and assigns.

**2. Authorization.** Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (“Code”) and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

**3. Location of the Park.**

(A) As of the original execution and delivery of this Agreement, the Park consists of property that is located in Oconee County and which is now or is anticipated to be owned and/or operated by a company known as [Project Broadway] (“Company”), as more particularly described in Exhibit A. From time to time, the Park may consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the county councils of both Oconee County and Pickens County. If any property proposed for inclusion in the Park is located, at

the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached a revised Exhibit A related to property located in Oconee County, or a revised Exhibit B related to property located in Pickens County, which shall contain a legal or other description of the parcel(s) to be included within the Park within Oconee County or Pickens County, as the case may be, as enlarged or diminished, together with a copy of the ordinances of Oconee County Council and Pickens County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by Pickens County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Oconee County Council and Pickens County Council. Notice of such public hearings shall be published in newspapers of general circulation in Oconee County and Pickens County, respectively, at least once and not less than 15 days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least 15 days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding anything in this paragraph 3 to the contrary, in the event that a tract or site of land located in the Park is purchased and developed by a person or business enterprise whose employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in Section 12-6-3360 of the Code ("Non-Qualifying Site"), the Host County (defined below) may unilaterally remove by ordinance, the Non-Qualifying Site from the Park, so long as, and to the extent that such removal does not adversely impact any financing or other incentive then in effect.

**4. Fee in Lieu of Taxes.** To the extent provided in Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* taxes) equivalent to the *ad valorem* taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

**5. Allocation of Expenses.** Oconee County and Pickens County shall each be responsible for and bear expenses incurred in connection with the property located in that county's portion of the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance, and promotion of the Park, in the following proportions:

If the property is located in the Oconee County portion of the Park:

A.	Oconee County	100%
B.	Pickens County	0%

If the property is located in the Pickens County portion of the Park:

A.	Oconee County	0%
B.	Pickens County	100%

Notwithstanding anything herein to the contrary, to the extent that privately owned property is located in the Park, the owner of such property shall bear, exclusively, any expense associated with such property.

**6. Allocation of Revenues.** Oconee County and Pickens County shall receive an allocation of all net revenues (after payment of all Park expenses and other deductions from Park revenue necessitated by each agreement between the Host County and a project related to the project located in the Park) generated by the Park through payment of fees in lieu of *ad valorem* taxes in the following proportions:

If the property is located in the Oconee County portion of the Park:

A.	Oconee County	99%
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B. Pickens County 1%

If the property is located in the Pickens County portion of the Park:

A.	Ocnee County	1%
B.	Pickens County	99%

With respect to such fees generated from properties located in the Oconee County portion of the Park, that portion of such fees allocated to Pickens County shall thereafter be paid by the Treasurer of Oconee County to the Treasurer of Pickens County within 15 business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement. With respect to such fees generated from properties located in the Pickens County portion of the Park, that portion of such fees allocated to Oconee County shall thereafter be paid by the Treasurer of Pickens County to the Treasurer of Oconee County within 15 business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement.

**7. Revenue Allocation within Each County.**

(A) Revenues generated by the Park through the payment of fees in lieu of ad valorem taxes shall be distributed to Oconee County and to Pickens County, according to the proportions established by Section 6 of this Agreement. Revenues allocable to Oconee County by way of fees in lieu of ad valorem taxes generated from properties located in Oconee County shall be distributed within Oconee County in accordance with the applicable governing ordinance of Oconee County in effect from time to time. Revenues received by Pickens County by way of fees in lieu of taxes from property in Oconee County in the Park shall be retained by Pickens County.

(B) Revenues allocable to Oconee County by way of fees in lieu of ad valorem taxes generated from properties located in the Pickens County portion of the Park shall be distributed solely to Oconee County. Revenues allocable to Pickens County by way of fees in lieu of ad valorem taxes generated from properties located in the Pickens County portion of the Park shall be distributed within Pickens County in accordance with the applicable governing ordinance of Pickens County in effect from time to time.

**8. Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code.** It is hereby agreed that the entry by Oconee County into any one or more fee in lieu of ad valorem tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes (“Negotiated Fee in Lieu of Tax Agreements”), with respect to property located within the Oconee County portion of the Park and the terms of such agreements shall be at the sole discretion of Oconee County. It is further agreed that entry by Pickens County into any one or more Negotiated Fee in Lieu of Tax Agreements with respect to property located within the Pickens County portion of the Park and the terms of such agreements shall be at the sole discretion of Pickens County.

**9. Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Oconee County and Pickens County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Section 6 and Section 7 of this Agreement.

**10. Applicable Ordinances and Regulations.** Any applicable ordinances and regulations of Oconee County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Oconee County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Pickens County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Pickens County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

**11. Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Oconee County is vested with the Sheriff's Office of Oconee County, for matters within the Sheriff's Office's jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Pickens County is vested with the Sheriff's Office of Pickens County, for matters within the Sheriff's Office's jurisdiction. If any of the Park properties located in either Oconee County or Pickens County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction. Fire, sewer, water, and emergency medical and other similar services will be provided by the service district or other political unit within whose jurisdiction the Park premises are located.

**12. Emergency Services.** All emergency services in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the Host County.

**13. South Carolina Law Controlling.** This Agreement has been entered into in the State of South Carolina and shall be governed by and construed in accordance with South Carolina law, including for example, the availability and application of credits as permitted by Section 12-6-3360 of the Code.

**14. Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

**15. Counterpart Execution.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which, taken together, shall constitute but one and the same document.

**16. Term; Termination.** This Agreement shall extend for a term of 7 years from the effective date of this Agreement, or such later date as shall be specified in any amendment. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Oconee County or Pickens County has outstanding contractual covenants, commitments, or agreements to any owner or lessee of Park property, including, but not limited to, [Project Broadway], a [ ] [ ], to provide, or to facilitate the provision of, special source revenue credits, including, but not limited to, those set forth in that certain Fee in Lieu of Tax and Special Source Credit Agreement, by and between Oconee County, South Carolina and [Project Broadway], a [ ] [ ], dated as of [ ], 2025, as may be amended, modified, or supplemented from time to time, or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the Host County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]  
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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_

Chair of County Council  
Oconee County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_

Clerk to County Council  
Oconee County, South Carolina

**PICKENS COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_

Chair of County Council  
Pickens County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_

Clerk to County Council  
Pickens County, South Carolina

**EXHIBIT A**  
**OCONEE COUNTY PROPERTY**

[ ]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

**EXHIBIT B**  
**PICKENS COUNTY PROPERTY**

NONE

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

Between

OCONEE COUNTY, SOUTH CAROLINA

and

[PROJECT BROADWAY]

Dated as of [], 2025

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 [], 2025, 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 BROADWAY] (FORMERLY IDENTIFIED AS PROJECT BROADWAY), a [] organized and existing under the laws of the State of [] (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 \$7,244,500 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 38 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 Broadway] (formerly identified as Project Broadway) 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, 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 \$7,244,500 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 thirty-eight (38).

“Jobs Commitment” shall mean the creation of at least thirty-eight (38) new, full-time jobs at the Project.

“MCIP Act” shall mean Article VIII, Section 13(D) of the Constitution of the State, 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 2025 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 281 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 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 [], is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The 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 [ ].

(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, 2024, which is 281 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:

$$\text{Reduction Factor} = 100\% - \text{Overall Achievement Percentage}$$

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$$

$$\text{Investment Achievement Percentage} = \text{Maximum Capital Investment Achieved Within the Investment Period} / \$7,244,500$$

$$\text{Jobs Achievement Percentage} = \text{Maximum Jobs Created Within the Investment Period} / 38$$

$$\text{Repayment Amount} = \text{Infrastructure Credits Received} \times \text{Reduction Factor}$$

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 permitted 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) intentionally disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically permitted 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 provisions 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 intends 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 intention before making such disclosure, and reasonably to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement, provided, however, a failure by the County to provide notice under this Section 4.9 does not constitute a default under this Fee Agreement.

**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 \$7,500, 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 Broadway]

Attn: []

[]

[]

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

Haynsworth Sinkler Boyd, P.A.

Attn: Will Johnson

P.O. Box 11889

Columbia, SC 29211

**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.

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 inclusion of property under the terms of this Fee Agreement and the 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 inducement as provided in this Fee Agreement to locate the Project in the County. In case a change in the Act or State 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 State 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, that 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 THREE EXHIBITS 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 BROADWAY]**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

[]

**EXHIBIT B**  
**FORM OF JOINDER AGREEMENT**

**JOINDER AGREEMENT**

Reference is hereby made to the Fee Agreement, effective [], 2025 (“**Fee Agreement**”), between Oconee County, South Carolina (“County”), and [Project Broadway] (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 logically 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 BROADWAY]**

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 [], 2025 (“*Fee Agreement*”), between Oconee County, South Carolina (“County”), and [Project Broadway] (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 BROADWAY]**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESOLUTION 2026-01**

**A RESOLUTION APPOINTING AND COMMISSIONING LUCAS WHITE  
AS A CODE ENFORCEMENT OFFICER (ANIMAL CONTROL) FOR THE  
PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF  
OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, South Carolina (the “County”), is a body politic and corporate and a political subdivision of the State of South Carolina;

**WHEREAS**, consistent with the powers granted to county governments by S.C. Code § 4-9-30 and pursuant to S.C. Code § 4-9-25, the County has the authority to enact regulations, resolutions, and ordinances not inconsistent with the Constitution and 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 be necessary and proper for the security, general welfare, and convenience of the County or for the preservation of health, peace, order, and good government therein;

**WHEREAS**, consistent with S.C. Code § 4-9-145 and O.C. Code §§ 20-33 through 74, the Oconee County Council (the “Council”) may appoint and commission, by resolution, as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County; and,

**WHEREAS**, in order to promote a clean, healthy, and safe environment for the citizens of Oconee County, the Council deems it proper to appoint and commission code enforcement officers (park rangers) authorized to carry out all tasks necessary and incidental to enforce those Oconee County ordinances related to the proper security, general welfare, and convenience of the county in connection with county parks and recreation areas.

**NOW THEREFORE**, be it resolved by Council in meeting duly assembled that:

**Section 1.** Lucas White is hereby appointed and commissioned as a code enforcement officer for Oconee County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed by the governing body of the County, and with all the powers and duties conferred pursuant to the provisions of S.C. Code § 4-9-145.

**Section 2.** The code enforcement authority possessed by these individuals shall extend throughout the entirety of Oconee County, but such authority shall be limited to enforcing those ordinances and regulations that are related to the proper security, general welfare, and convenience of the county as regards county parks and recreation areas. All enforcement activities shall be conducted in a manner consistent with local, state, and federal law.

Section 3. The County Administrator shall execute and provide each code enforcement officer with a Certificate of Commission and such other credentials as are deemed necessary to serve as evidence of their appointment and commissioning hereby.

Section 4. Lucas White shall serve as code enforcement officer until his appointment and commission is revoked or his employment with Oconee County terminates.

Section 5. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

Section 6. This Resolution shall take effect and be in force immediately upon enactment.

RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2026, in meeting duly assembled.

**ATTEST:**

---

Jennifer C. Adams  
Clerk to Oconee County Council

---

Matthew Durham  
Chair, Oconee County Council

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This newspaper will not knowingly accept any false or misleading advertising. We advise you to investigate on your own, and take any steps necessary to ascertain the validity of any advertising before exchanging money or entering into any contractual agreements. The Journal provides no guarantees and will not be held liable for any items or services advertised.

**ANNOUNCEMENTS**

**DENTAL INSURANCE**  
from Physicians Mutual Insurance Company. Coverage for 350 plus procedures. Real dental insurance- NOT just a discount plan. Do not wait! Call now! Get your FREE Dental Information Kit with all the details! 1-855-397-7030 www.dental50plus.com/60 #0258

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Replace your roof with the best looking and longest lasting material – steel from Erie Metal Roofs! Three styles and multiple colors available. Guaranteed to last a lifetime! Limited Time Offer up to 50% off installation + Additional 10% off install (for military, health workers & 1st responders.) Call Erie Metal Roofs: 1-855-900-1261

We Buy Houses for Cash AS IS! No repairs. No fuss. Any condition. Easy three step process: Call, get cash offer and get paid. Get your fair cash offer today by calling Liz Buys Houses: 1-855-704-3381

**WANTED EMPLOYMENT**

**Advertise Your Driver Jobs**  
in 80 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**

**REPORT YOUR LOST PET**  
to Oconee County Animal Shelter 888-0221 or email info to: [ocas@netmds.com](mailto:ocas@netmds.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!

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Call 882-4719

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

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Call 882-4719

Oconee Humane Society offers low-cost spay/neuter vouchers to ALL Oconee County residents. Find out more at [oconeehumane.org](http://oconeehumane.org) or call 864-882-4719

**MISCELLANEOUS FOR SALE**

Prepare for power outages today with a Generac Home Standby Generator. Act now to receive a FREE 5-Year warranty with qualifying purchase. Call 1-844-775-0366 today to schedule a free quote. It's not just a generator. It's a power move.

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Auction, January 26, 2026 at 2:00pm, 115 Carson Rd., Seneca, SC 29678

2023 Blue ZNEN Moped L5YACBPXXP1119164

2023 Red BAODIAO 9 Lines Moped L2BB9NCC1PB522095

2000 Black Express Gator Moped L2BB9NCCXN0719036

**NOTICE OF PUBLIC SALE:** Pursuant to SC Self-Service Storage Facility Act & to satisfy Owner's lien Storage Sense located at 2254 Sandifer Blvd. Westminster, SC. 29693 intends to sell the personal property described below.

Everything sold is purchased AS-IS for cashier's check or money orders NO CASH. See and bid on all units 24/7 at [www.lockerfox.com](http://www.lockerfox.com) Bidding ends on Wednesday January 7th @ 11am. Storage Sense reserves the right to refuse any bid or rescind any purchase until the winning bidder takes possession of the property. TERMS are listed on the auction website: B0315, Michael Chamberlin, Misc Items; B0017, Zackary Mitchell, Misc Items.

**NOTICE OF PUBLIC SALE:** Pursuant to SC Self-Service Storage Facility Act & to satisfy Owner's lien Storage Sense located at 2254 Sandifer Blvd. Westminster, SC. 29693 intends to sell the personal property described below. Everything sold is purchased AS-IS for cashier's check or money orders NO CASH. See and bid on all units 24/7 at [www.lockerfox.com](http://www.lockerfox.com) Bidding ends on Wednesday January 21st @ 11am. Storage Sense reserves the right to refuse any bid or rescind any purchase until the winning bidder takes possession of the property. TERMS are listed on the auction website. B9204, Alexander Garza, misc items; B9316, Nia Boggs, misc items.

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**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

Get DISH Satellite TV + Internet! Free Install, Free HD-DVR Upgrade, 80,000 On-Demand Movies, Plus Limited Time Up To \$600 In Gift Cards. Call Today! **1-877-542-0759**

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Office Space for Rent:

1000 sq. ft.

\$1000/month

3100 South Hwy 11, Walhalla SC

Great Location: Centrally located in Oconee County.

864-903-1297

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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, limitation 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**

**CLERK OF COURT'S SALE 2025-CP-37-00266** BY VIRTUE of a decree heretofore granted in the case of: Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Credit Risk Transfer Trust,

Series 2024-2 against Faith M. Lewis; et al, I, the undersigned Clerk of Court for Oconee County, will sell on January 5, 2026 at 11:00 AM at the Oconee County Courthouse to the highest bidder

All that certain piece, parcel or lot of land situate, lying and being near the southern city limits of the Town of Walhalla, Oconee County, South Carolina, containing one-half (1/2) acre, as will appear by a plat thereof prepared by Schumacher Engineering Service dated June 6, 1969, recorded in Plat Book P-32, page 501, in the office of the Clerk of Court for Oconee County, South Carolina. BEGINNING at an iron pin corner in the center of a farm road common Harrison Terry and Bauknight; thence S 27-07 E 194.1 feet along the center of said drive or farm road common to Bauknight to an iron pin corner common to Harrison Terry; thence S 28-00 E 183 feet along the line of Bauknight to an iron pin corner common to lands formerly of Fred Brown; thence N 56-44 W 161.14 feet along the line of Brown to an iron pin corner common to Harrison Terry; thence S 29-23 W 84.5 feet along the line of Bauknight to the iron pin point of beginning.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

Subject to a right of way to Oconee County herein by Deed recorded 6/11/001 in Deed Book 1156 at Page 162.

Page 252, records of Oconee County, South Carolina, to which said plat reference is carved for a more particular description thereof. This being the

same property conveyed to Otis L. Lewis and Whillie F. Lewis, as joint tenants with right of survivorship and not as tenants in common, by deed from Ethel A. Rich aka Ethel I. Rich dated September 28, 1991 and recorded on September 28, 1991 in the Office of the Register of Deeds for Oconee County, South Carolina, in Book 14-N at Page 91. Subsequently, Whillie F. Lewis died on November 28, 2020 vesting her interest in the subject property to Otis L. Lewis by operation of law.

Thereafter the property was conveyed to Faith M. Lewis, Oletchia R. White, and Terrestrial F. Gurbuz by deed of distribution of the Estate of Otis L. Lewis dated March 4, 2024 and recorded March 5, 2024 in the Office of the Register of Deeds for Oconee County, South Carolina in Book 3046 at Page 114. Property Address: 126 Davis Bridge Road, Westminster, SC 29693, Parcel No. 226-00-01-095 Pursuant to South Carolina Supreme Court Administrative Order 2022-02-17-02, protective masks are no longer required in county courthouses; however, any person who is at risk or concerned about the dangers of COVID-19 may continue to wear a mask inside any courthouse, subject to a request from judges, courthouse staff, or law enforcement to briefly remove that mask during the presentation of a case or when necessary for security or identification purposes. TERMS OF SALE: The successful bidder, other than the plaintiff, will deposit with the Clerk of Court, at conclusion of the bidding, five percent (5%) of the amount bid, in certified check, as evidence of good faith, same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to plaintiff's debt in the case of non-compliance. Should the last and highest bidder fail or refuse to make the required deposit at the time of bid or comply with the terms of the bid within twenty (20) days, then the Clerk of Court may re-sell the property on the same terms and conditions on some subsequent Sales Day (at risk of the said highest bidder). A personal or deficiency judgment being waived by Plaintiff, the sale shall close on the Sales Day. Purchaser to pay for documentary stamps on Clerk of Court's Deed. The successful bidder will be required to pay interest on the amount of the balance of the bid from date of sale to date of compliance with the bid at the rate of 5.25% per annum.

SAVE AND EXCEPT ANY RELEASES, DEEDS OF RELEASE, OR PRIOR CONVEYANCES OF RECORD. SUBJECT TO ASSESSMENTS, COUNTY TAXES, EXISTING EASEMENTS, EASEMENTS AND RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES. In the event an agent of Plaintiff does not appear at the time of sale, the property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order. Melissa C. Burton Clerk of Court for Oconee County Bell Carrington Price & Gregg, LLC 339 Heyward Street, 2nd Floor Columbia, SC 29201 803-509-5078 / File # 25-4132 Attorney for Plaintiff 7423

**NOTICE OF SALE**

BY VIRTUE of a decree heretofore granted in the case of: U.S. Bank Trust Company, National Association, as Trustee, as successor-in-interest to U.S. Bank National Association, not in its individual capacity but solely as indenture trustee, for the holders of the CIM Trust 2020-R3, Mortgage-Backed Notes, Series 2020-R3 vs. Any Heirs-At-Law or Devises of Maggie R. Brown, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; / C/A No. 2024CP3700386.

The following property will be sold on January 5, 2026, at 11:00 AM at the Oconee County Courthouse to the highest bidder

All that certain piece, parcel or lot of land situate, lying and being near the southern city limits of the Town of Walhalla, Oconee County, South Carolina, containing one-half (1/2) acre, as will appear by a plat thereof prepared by Schumacher Engineering Service dated June 6, 1969, recorded in Plat Book P-32, page 501, in the office of the Clerk of Court for Oconee County, South Carolina. BEGINNING at an iron pin corner in the center of a farm road common Harrison Terry and Bauknight; thence S 27-07 E 194.1 feet along the center of said drive or farm road common to Bauknight to an iron pin corner common to Harrison Terry; thence S 28-00 E 183 feet along the line of Bauknight to an iron pin corner common to Harrison Terry; thence S 29-23 W 84.5 feet along the line of Bauknight to the iron pin point of beginning.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

Subject to a right of way to Oconee County herein by Deed recorded 6/11/001 in Deed Book 1156 at Page 162.

Page 252, records of Oconee County, South Carolina, to which said plat reference is carved for a more particular description thereof. This being the

same property conveyed to Otis L. Lewis and Whillie F. Lewis, as joint tenants with

# THE JOURNAL

## PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE:

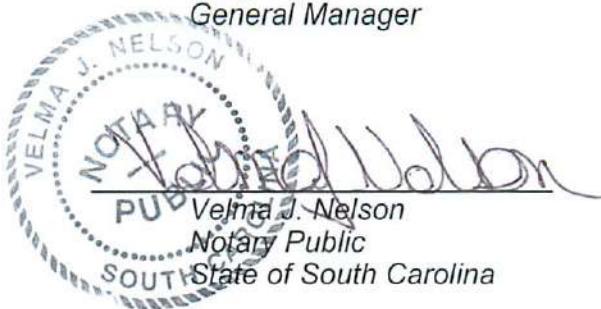
**BEFORE ME** the undersigned, a Notary Public for the State and County above named, This day personally came before me, Larry Davidson, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Ocnee 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

January 3, 2026

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

Larry Davidson

Larry Davidson  
General Manager



Subscribed and sworn to before me this  
1/3/2026

the same be dead, any and all persons entitled to claim under or through them, also all other persons unknown claiming any right, title, interest or lien upon the real estate described in the complaint herein, any unknown adults, any unknown infants or persons under disability, being a class designated as John Doe or persons in the military service of the United States of America, being a class designated as Richard Roe; Clay James Campbell aka Clay J. Campbell aka CJ Campbell, Individually as an heir, and also as the Personal Representative of the Estate of Stanley Dean Wood; MEB Loan Trust II, U.S. Bank Trust National Association, not in its individual capacity but solely as trustee; South Carolina Department of Motor Vehicles; Dogwood State Bank successor by merger to Community First Bank, Inc. successor by merger to Bank of Westminster,

Defendant(s).

BY VIRTUE of the decree heretofore granted in the case of: Nationstar Mortgage LLC, vs. Dean Wood aka Stanley D. Wood aka Stanley Dean Wood and if Dean Wood aka Stanley D. Wood aka Stanley Dean Wood be deceased then any and all children and heirs at law, distributees and devisees and if any of the same be dead, any and all persons entitled to claim under or through them, also all other persons unknown claiming any right, title, interest or lien upon the real estate described in the complaint herein, any unknown adults, any unknown infants or persons under disability, being a class designated as John Doe or persons in the military service of the United States of America, being a class designated as Richard Roe, Clay James Campbell aka Clay J. Campbell aka CJ Campbell, Individually as an heir, and also as the Personal Representative of the Estate of Stanley Dean Wood, MEB Loan Trust II, U.S. Bank Trust National Association, not in its individual capacity but solely as trustee, South Carolina

Department of Motor Vehicles, and Dogwood State Bank successor by merger to Community First Bank, Inc. successor by merger to Bank of Westminster, the undersigned

Clerk of Court for

Oconee County, South Carolina, will sell on January 5, 2026 at 11:00 AM at the Oconee County Courthouse, 205 West Main Street, Walhalla, SC 29691, to the highest bidder:

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Oconee, Center Township, being shown and designated as 6.464 acres, more or less, on a plat of same prepared by James G. Hart, S.C. RLS #6674, said plat being duly of record in the Office of the Clerk of Court for Oconee County, South Carolina, in Plat Volume A- 830 at Page 5, recorded on August 7, 2001. The metes, bounds, courses and distances as to said 6.464 acre tract as are shown on said plat are incorporated herein by reference and made a part of this description hereof.

This is a portion a 7.45 acre tract that was conveyed unto Stanley D. Wood

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 a licensed South Carolina attorney.

McMichael Taylor Gray, LLC  
January N. Taylor (SC Bar #80069),  
jtaylor@mtglaw.com  
J. Pamela Price (SC Bar #14336),  
pprice@mtglaw.com  
Shannon C. Kaufman (SC Bar  
#102548), skaufman@mtglaw.com  
3550 Engineering Drive, Suite 260  
Peachtree Corners, GA 30092  
Telephone: (404) 474-7149  
Facsimile: (404) 745-8121  
Attorneys for Plaintiff  
24-001395-01

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
IN THE COURT OF COMMON  
PLEAS  
C/A NO: 2025CP3700763  
SUMMONS AND NOTICES  
(Non-Jury)  
FORECLOSURE OF REAL ESTATE  
MORTGAGE

WELLS FARGO BANK, N.A., Plaintiff,  
v.

ANY HEIRS-AT-LAW OR DEVISEES  
OF DEBBIE L. JACKSON, DE-  
CEASED, THEIR HEIRS, PERSONAL  
REPRESENTATIVES, ADMINIS-  
TRATORS, SUCCESSORS AND AS-  
SIGNS, AND ALL OTHER PERSONS  
OR ENTITIES ENTITLED TO CLAIM  
THROUGH THEM; ALL UNKNOWN  
PERSONS OR ENTITIES WITH ANY  
RIGHT, TITLE, ESTATE,  
INTEREST IN OR LIEN UPON THE  
REAL ESTATE DESCRIBED IN  
THE COMPLAINT HEREIN; ALSO  
ANY PERSONS WHO MAY BE IN  
THE MILITARY SERVICE OF THE  
UNITED STATES OF AMERICA,  
BEING A CLASS DESIGNATED AS  
JOHN DOE; AND ANY UNKNOWN  
MINORS, INCONCIENT OR IM-  
PRISONED PERSONS OR PERSONS  
UNDER A DISABILITY BEING A  
CLASS DESIGNATED AS RICHARD  
ROE; RON SEAWRIGHT; DANIEL  
SEAWRIGHT; JUSTIN NORRIS;  
TIMIKA HITCOCK;

SOUTH CAROLINA DEPARTMENT  
OF MOTOR VEHICLES, Defendant(s).  
TO THE DEFENDANT(S) ABOVE  
NAMED:  
YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this foreclosure action on property located at 150 TILSON FARM CIRCLE SALEM, SC 29676 being designated in the County tax records as TMS# 074-00-02-030, of which a copy is herewith served upon you, and to serve a copy of your

Answer on the subscribers at their offices, 13010 Morris Road, Suite 450, Alpharetta, GA 30004, within thirty (30) days after the 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 the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the relief demanded in the Complaint.

TO MINOR(S) OVER FOURTEEN  
YEARS OF AGE AND/OR MINOR(S)  
UNDER FOURTEEN YEARS OF AGE

claim to have some interest or claim to the real property commonly known as 150 TILSON FARM CIRCLE SALEM, SC 29676; that she is empowered and directed to appear on behalf of and represent said Defendant, unless said Defendants, or someone on their behalf, shall within thirty (30) days after service of a copy hereof as directed, procure the appointment of Guardian or Guardians ad Litem for said Defendants.

AND IT IS FURTHER ORDERED that Kelley Woody, Esquire, P.O. Box 6432, Columbia, SC 29260 phone (803) 787-9678, be and hereby is appointed Attorney for any unknown Defendants who are, or may be, in the Military Service of the United States of America and as such are entitled to the benefits of the Servicemember's Civil Relief Act aka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto, to represent and protect the interest of said Defendants.

AND IT IS FURTHER ORDERED That a copy of this Order shall be forth with served upon said Defendants by publication in The Journal, a newspaper of general circulation published in the County of OCONEE, State of South Carolina, once a week for three (3) consecutive weeks, together with the Summons and Notice of Filing of Complaint in the above entitled action. Robertson, Anschutz, Schneid, Crane & Partners, PLLC  
13010 Morris Road, Suite 450  
Alpharetta, GA 30004  
Phone 470-321-7112 | Fax 404-393-1425

Oconee County Council will hold a public hearing at 6 p.m. on Tuesday, January 20, 2026 in Oconee County Council Chambers located at 415 S. Pine St., Walhalla, SC for the following:

ORDINANCE 2025-26 AN OR-  
DINANCE TO AMEND SECTION  
28-9 ("USED AND WASTE TIRES")  
OF CHAPTER 28 ("SOLID WASTE  
MANAGEMENT") OF THE OCONEE  
COUNTY CODE OF ORDINANCES  
TO ALIGN THE SAME WITH THE  
2025 AMENDMENTS TO S.C. CODE  
SECTIONS 44-96-170(E) AND (F) RE-  
LATING TO WASTE TIRE RECEIPT  
AND FEES; AND OTHER RELATED  
MATTERS.

ORDINANCE 2025-27 AN OR-  
DINANCE TO REVISE AND EXPAND  
THE LOCAL CONTRACTOR / VEN-  
DOR PREFERENCE PROVISIONS  
CONTAINED IN THE OCONEE  
COUNTY PROCUREMENT CODE.

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## ANNOUNCEMENTS

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from Physicians Mutual Insurance Company. Coverage for 350 plus procedures. Real dental insurance- NOT just a discount plan. Do not wait! Call now! Get your FREE Dental Information Kit with all the details! 1-855-397-7030 [www.dental5plus.com/60](http://www.dental5plus.com/60) #6258

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! Call 833-230-8692

Replace your roof with the best looking and longest lasting material - steel from Erie Metal Roofs! Three styles and multiple colors available. Guaranteed to last a lifetime! Limited Time Offer up to 50% off installation + Additional 10% off install (for military, health workers & 1st responders.) Call Erie Metal Roofs: 1-855-900-1261

We Buy Houses for Cash AS IS! No repairs. No fuss. Any condition. Easy three step process: Call, get cash offer and get paid. Get your fair cash offer today by calling Liz Buys Houses: 1-855-704-3381

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**Advertise Your Driver Jobs**  
in 80 S.C. newspapers for only \$375. Your 25-word classified ad will reach more than 2.1 million readers! Call Randall Savy at the S.C. Newspaper Network, 1-888-727-7377

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offers low-cost spay/neuter vouchers to ALL Oconee County residents. Find out more at [oconeehumane.org](http://oconeehumane.org) or call 864-882-4719

**REPORT YOUR LOST PET**  
to Oconee County Animal Shelter 888-0221 or email info to: [ocas@netmds.com](mailto:ocas@netmds.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](http://oconeehumane.org)  
Call 882-4719



**ADOPT A CAT!**  
Save a Life!

Snugly, purry cats & kittens  
\$75 adoption fee  
includes: spay/neuter,  
vaccines, microchip.  
Take a SWEET companion  
home today!  
[oconeehumane.org](http://oconeehumane.org)  
Call 882-4719

## MISCELLANEOUS FOR SALE

Prepare for power outages today with a Generac Home Standby Generator. Act now to receive a FREE 5-Year warranty with qualifying purchase. Call 1-844-775-0366 today to schedule a free quote. It's not just a generator. It's a power move.

## AUCTIONS

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in 80 S.C. newspapers for  
only \$375. Your 25-word  
classified ad will reach more  
than 2.1 million readers.  
Call Randall Savy  
at the S.C. Newspaper  
Network, 1-888-727-7377

**Auction 2/23/26 at 2:00pm**  
115 Carson Rd Seneca, SC  
2023 Kawasaki KLX300 MTC  
ML5LXBE1PDA21462  
Towed in on 12/21/25 by OCSO  
2004 Jiangmen Zhongyu Moped  
LMFTCBPDX44013327  
Towed in on 12/25/25 by OCSO  
2024 Yongfu YN50QT Moped  
LL0TCAPH9RG015175  
Towed in on 12/27/25 by CCPD

## SERVICES

**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

Get DISH Satellite TV + Internet! Free Install, Free HD-DVR Upgrade, 80,000 On-Demand Movies, Plus Limited Time Up To \$600 In Gift Cards. Call Today! 1-877-542-0759

**DIRECTV- All your entertainment.**  
No longer on your roof! Sign up for Directv and get your first three months of Max, Paramount+, Showtime, Starz, MGM+ and Cinemax included. Choice package \$84.99/mo. Some restrictions apply. Call DIRECTV 1-844-624-1107

## OFFICE SPACE FOR RENT

Office Space for Rent:  
1000 sq. ft.  
\$1000/month

3100 South Hwy 11, Walhalla SC

Great Location: Centrally located in Oconee County.  
864-903-1297

## 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.

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## LEGALS

### Public Notice

Linda A. Taylor has applied to the South Carolina Department of Health and Environmental Control for a Construction in Navigable Waters Permit to remove 177 cubic yards of silt by using an excavator on a barge at the edge of the shoreline and transported by barge to the off-load staging area. The silt will be removed from under and around the privately owned dock located at 122 Fair Haven Ct in Seneca, SC on Lake Keowee. Comments will be received by South Carolina Department of Health and Environmental Control at 2600 Bull St, Columbia SC 29201, ATTN: Charles Hightower, Division of Water Quality, until January 23, 2025.

### Public Notice

Sharon Swindale has applied to the South Carolina Department of Health and Environmental Control for a Construction in Navigable Waters Permit to remove 256 cubic yards of silt by using an excavator on a barge at the edge of the shoreline and transported by barge to the off-load staging area. The silt will be removed from under and around the privately owned dock located at 13058 Janda Road in Seneca, SC on Lake Keowee. Comments will be received by South Carolina Department of Health and Environmental Control at 2600 Bull St, Columbia SC 29201, ATTN: Charles Hightower, Division of Water Quality, until January 23, 2025.

The Oconee County Aeronautics Commission meeting scheduled for Thursday January 29, 2026 has been canceled.

The meeting will instead be held on Tuesday January 27, 2026 at 3:30 pm in the Oconee County Chambers located at 415 S. Pine St., Walhalla, SC.

### MEETING NOTICE OF THE PIONEER RURAL WATER DISTRICT

5500 West-Oak Hwy., Westminster, SC  
Tuesday January 13, 2026 @ 3:00 pm

**Agenda:**  
Call To Order  
Concerns of the District  
Limited: 2 citizens per meeting, for 5 minutes,  
prior scheduling required.  
**Agenda & Non Agenda Items:** Combined both  
are limited to a total of forty (40) minutes, four  
(4) minutes per person.  
**Approval of Minutes**  
**Financial Report / System Report**  
**Treatment Plant PER Discussion**  
**Old Business**  
**New Business**  
**Adjourn**

the following dates: April 7, June 16, August 18, & October 06, 2026.  
The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: Friday, February 20th [Strategic Planning Retreat], Friday, February 27th [Budget Workshop] and 4:30 p.m. on the following dates:  
March 3, April 21, & May 5, 2026.

The Corinth-Shiloh Fire Commission will meet during 2026 on the third Thursday of each month. All Commission meetings, unless otherwise noted, will be held at the Corinth-Shiloh Fire Department, 940 Old Clemson Highway, Seneca, SC 29672, at 6:00 p.m. in the training room.

The Commission will hold two budget workshops on Tuesday, February 12, and Tuesday, March 6, at 6:00 p.m. at the fire department. The annual budget meeting will be held on Thursday, March 19, 2026, at 6:00 p.m.

Additional Commission meetings and/or workshops may be scheduled throughout the year as needed. A monthly schedule is available at the fire department.

Members of the Commission are invited to attend Corinth-Shiloh Volunteer Fire Department meetings, trainings, and community activities. These events will have no Commission action taken. The monthly department meeting is held on the first Monday of each month. Training is held on the third Monday of each month, as well as the Saturday following the third Monday. A monthly schedule of activities, including dates and times, is available at the fire department.

Several fire department ceremonies are planned for 2026, to which the Fire Commission is invited. These events will have no Commission agenda items and no Commission action will be taken. Scheduled events include Meet the Chief on January 15 from 5:00 p.m. to 6:00 p.m., and the Transfer of Command on Friday, February 27, at 6:00 p.m. Summer and fall family events, Station Open Houses and other community fire department events, and the annual Christmas dinner has not yet been finalized. Once finalized, dates, times, and locations will be available at the fire department.

These events will have no Commission agenda items and no Commission action will be taken.

Commission agendas will be available and publicized no later than the day prior to the scheduled meeting and/or workshop at [www.corinthshilohfd.com](http://www.corinthshilohfd.com). All meetings and workshops, with the exception of executive sessions, are open to the public.

## CLASSIFIEDS WORK!

# 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](mailto:jennifercadams@oconeesc.com)

John Elliott  
District I

Matthew Durham  
Chairman  
District II

Don Mize  
Vice Chairman  
District III

Thomas James  
Chairman Pro Tem  
District IV

J. Glenn Hart  
District V



The Oconee County Council will meet in 2026 on the first and third Tuesday of each month with the following exceptions:

- June and November meetings, which will be **only** on the third Tuesday of each of these months;
- October and December meetings, which will be **only** on the first Tuesday of each of these months.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 20, 2026 to establish short- and long-term goals. This meeting will be held off-site at Tri-County Technical College, Oconee Campus, conference room located at 552 Education Way, Westminster, South Carolina.

Oconee County Council will also meet on Tuesday, January 5, 2027 in Council Chambers at which point they will establish their 2027 Council and Committee meeting schedules.

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

Oconee County Council Committees will meet in 2026 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 17, May 19, July 21, & September 15, 2026.

The Transportation Committee at 4:30 p.m. on the following dates: February 17, May 19, July 21, & September 15, 2026.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: April 7, June 16, August 18, & October 06, 2026.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: April 7, June 16, August 18, & October 06, 2026.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: Friday, February 20<sup>th</sup> [Strategic Planning Retreat], Friday, February 27<sup>th</sup> [Budget Workshop] and 4:30 p.m. on the following dates: March 3, April 21, & May 5, 2026.

## 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)



**Public Comment**  
**SIGN IN SHEET**

**January 20, 2026**

**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**

	<b>FULL NAME</b>	<b>PURPOSE OF COMMENT</b>
1	SUSAN Blount	Property tax 2025-21
2	DAVID McMAHAN	
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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.

January 18, 2026

Dear Members of the Oconee County Council,

On behalf of the Agricultural Advisory Board, I would like to sincerely thank you for your continued commitment to upholding and enforcing density restrictions in Oconee County, particularly in light of the recent Clemson and United Home Group proposed development. Your adherence to these standards demonstrates thoughtful leadership and a clear recognition of the impacts that rapid growth and overcrowding can have on infrastructure, public services, and overall quality of life for residents.

I also appreciate your acknowledgment of the findings of the Oconee County Agricultural Task Force, which identified overdevelopment as the number one threat to farmland in our county. Protecting agricultural land is essential not only to preserving Oconee County's rural character and heritage, but also to ensuring long-term sustainability, food security, and responsible land use for future generations.

Thank you for taking a balanced and forward-thinking approach to growth, one that respects both community needs and the importance of safeguarding our agricultural resources. Your leadership and careful consideration of these issues are deeply valued by many in the community.

Respectfully,

David McMahan, on behalf of the Agricultural Advisory Board

A handwritten signature in blue ink, appearing to read "David McMahan".



# PUBLIC HEARING SIGN IN SHEET

## Oconee County Council Meeting

**January 20, 2026 ~ 6:00 p.m.**

**ORDINANCE 2025-25** AN ORDINANCE TO AMEND ARTICLE IV ("USE OF PARKS AND RECREATION AREAS") OF CHAPTER 22 ("PARKS AND RECREATION") OF THE OCONEE COUNTY CODE OF ORDINANCES, WITH RESPECT TO THE REGULATION OF GOLF CART OPERATION AT COUNTY PARKS; AND OTHER MATTERS RELATED THERETO.

**ORDINANCE 2025-26** AN ORDINANCE TO AMEND SECTION 28-9 ("USED AND WASTE TIRES") OF CHAPTER 28 ("SOLID WASTE MANAGEMENT") OF THE OCONEE COUNTY CODE OF ORDINANCES TO ALIGN THE SAME WITH THE 2025 AMENDMENTS TO S.C. CODE SECTIONS 44-96-170(E) AND (F) RELATING TO WASTE TIRE RECEIPT AND FEES; AND OTHER RELATED MATTERS.

**ORDINANCE 2025-27** AN ORDINANCE TO REVISE AND EXPAND THE LOCAL CONTRACTOR / VENDOR PREFERENCE PROVISIONS CONTAINED IN THE OCONEE COUNTY PROCUREMENT CODE.

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 2025-25	ORD 2025-26	ORD 2025-27
1.				
2.				
3				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				

*Yours*