

**PROCUREMENT - AGENDA ITEM SUMMARY**  
**OCONEE COUNTY, SC**

COUNCIL MEETING DATE: April 21, 2026

**ITEM TITLE:**

**Title: Road Striping 2025-2026**

**Department: Roads and Bridges**

**Amount: \$241,834.00**

**FINANCIAL IMPACT:**

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

Budget: **\$241,834.00**      Project Cost: **\$241,834.00**      Balance: **\$0.00**

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

*Funding from Road Maintenance Fund*

**BACKGROUND DESCRIPTION:**

Road Striping 2025-2026 will consist of striping approximately 92 center line miles of roadways with a 4" double yellow centerline using thermoplastic pavement marking 90 mils thick. The project is tentatively scheduled to start in June 2026, and will consist of road striping on previously paved roads and other county roads. This purchase is made by utilizing State Contract Number 4400036409. All work methods, materials and equipment will meet the latest edition of the SCDOT Standard Specifications for Highway Construction.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Peek Pavement Marking, LLC of Columbus, GA holds the SC State Contract for On-Call Pavement Markings-Oconee, contract number 4400036409.

**ATTACHMENT(S):**

1. Peek Pavement Markings, LLC Quote# 41396
2. State Contract Information
3. Tentative Road List

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council;

1. Approve to proceed with Road Striping 2025-2026 with Peek Pavement Marking, LLC., of Columbus, GA, in the amount of \$241,834.00, per SC State Contract Number 440036409.
2. Authorize the County Administrator to transfer funds to the appropriate line item.

**Submitted or Prepared By:** \_\_\_\_\_  
Tronda C. Popham, Procurement Director

**Approved for Submittal to Council:** \_\_\_\_\_  
Stewart O. Jones, 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.*



PAVEMENT MARKING,LLC, 4600 PEEK INDUSTRIAL DR,P.O.BOX 7337, COLUMBUS,GA 31908 (706)563-5867 FAX (706)563-7762  
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RE: THERMOPLASTIC ROAD STRIPING ON VARIOUS ROADS  
 OCONEE COUNTY, SOUTH CAROLINA

DATE: 3/13/2026

QUOTE # 41396

LINE NO.	DESCRIPTION	ITEM NO.	QTY	UNIT	UNIT PRICE	TOTAL
	4" YELLOW SOLID LINES(PVT.CENTER LINES) THERMO-90 MIL.	6271074	483,668	LF	\$0.50	\$241,834.00
<b>ESTIMATED TOTAL FOR PROJECT:</b>						<b>\$241,834.00</b>

**The quantities listed above are estimated only. Actual quantities measured in place will be billed / invoiced.**

Unit prices are based on SCDOT Maintenance Contract #4400036409

**Removal is not included.** Removal of any existing striping or Raised Pavement Markers is not included.

All work will be performed according to current SCDOT Specifications.

On Street Parking Spaces and/or Parking Lot Striping is not included in the unit prices quoted above.

This quote is an estimate only and not a guarantee or offer to perform the work. Please contact our office for contract requirements. New projects are only added to our schedule after a fully executed contract is received. New Projects are scheduled in the order they are recieved.

**THE ABOVE QUOTATION MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN SIXTY (60) DAYS.**

Please contact us at [estimating@peeksafety.com](mailto:estimating@peeksafety.com) for any questions concerning this quote.

BRAD DYE, ESTIMATING



# PROCUREMENT SERVICES

**Contract 4400036409**

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**Validity Start** 01/30/2025  
**Target Value** \$ 1,025,800.00  
**Bid Invitation** [5400027739](#)

**Validity End** 01/29/2030

**Contract Notes**

**Vendor 7000057733**

**Vendor Address** PEEK PAVEMENT MARKING LLC  
PO Box 7337  
COLUMBUS GA 31909

**District** MUSCOGEE

**Telephone** (706) 563-5867

**Minority Status** Not Applicable

**Home Page** <http://www.peakssafety.com>

**E-mail** [estimating@peakssafety.com](mailto:estimating@peakssafety.com)

**Fax Number** (706) 563-7762

**Other URL**

**Vendor Contacts**

3 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
DYE, BRAD	ESTIMATOR	(706) 563-5867	<a href="mailto:bdye@peakssafety.com">bdye@peakssafety.com</a>
HARBUCK, TAMMY	Not Specified	(706) 563-5867	<a href="mailto:tharuck@peakssafety.com">tharuck@peakssafety.com</a>
HINSON, MARC	Primary Contact	(706) 563-5867	<a href="mailto:estimating@peakssafety.com">estimating@peakssafety.com</a>

**Attachments**

One Attachment found.

Attachment Title	Date/Time Posted
<a href="#">INTENT TO AWARD.pdf</a>	01/17/2025 09:42:41 AM

**Contract Items**

27 Items found, displaying all Items.

Item Pricing		Unit Price:	Total Price:
00001	6 in Solid White Lines 90 Mil <b>Material Group:</b> 96861 - pavement marking services (including removal of markings) <b>Agency:</b> SC Dept of Transportation	\$ 1.50	\$ 12,750.00
00002	Combo Arrow - Epoxy <b>Material Group:</b> 96861 - pavement marking services (including removal of markings) <b>Agency:</b> SC Dept of Transportation	\$ 750.00	\$ 7,500.00
00003	Single Arrow - Epoxy <b>Material Group:</b> 96861 - pavement marking services (including removal of markings) <b>Agency:</b> SC Dept of Transportation	\$ 500.00	\$ 5,000.00
00004	Single Word Message - "ONLY" Epoxy <b>Material Group:</b> 96861 - pavement marking services (including removal of markings) <b>Agency:</b> SC Dept of Transportation	\$ 750.00	\$ 7,500.00
00005	24 in Stop Bars - Epoxy <b>Material Group:</b> 96861 - pavement marking services (including removal of markings) <b>Agency:</b> SC Dept of Transportation	\$ 18.00	\$ 49,500.00
00006	4 in Yellow Broken Lines Epoxy <b>Material Group:</b> 96861 - pavement marking services (including removal of markings) <b>Agency:</b> SC Dept of Transportation	\$ 5.00	\$ 12,500.00
00007	4 in White Broken Lines Epoxy <b>Material Group:</b> 96861 - pavement marking services (including removal of markings) <b>Agency:</b> SC Dept of Transportation	\$ 5.00	\$ 12,500.00

Item Pricing

00008	4 in Yellow Solid Lines Epoxy	<b>Unit Price:</b> \$ 3.00	<b>Total Price:</b> \$ 15,000.00
	<b>Material Group:</b> 96861 - pavement marking services (including removal of markings)		
	<b>Agency:</b> SC Dept of Transportation		
00009	4 in White Solid Lines Epoxy	<b>Unit Price:</b> \$ 3.00	<b>Total Price:</b> \$ 15,000.00
	<b>Material Group:</b> 96861 - pavement marking services (including removal of markings)		
	<b>Agency:</b> SC Dept of Transportation		
00010	Gallon of Sealer - Thermo on Concrete	<b>Unit Price:</b> \$ 75.00	<b>Total Price:</b> \$ 1,500.00
	<b>Material Group:</b> 96861 - pavement marking services (including removal of markings)		
	<b>Agency:</b> SC Dept of Transportation		
00011	Bike Lane Arrow	<b>Unit Price:</b> \$ 175.00	<b>Total Price:</b> \$ 1,750.00
	<b>Material Group:</b> 96861 - pavement marking services (including removal of markings)		
	<b>Agency:</b> SC Dept of Transportation		
00012	Bike Lane Symbol	<b>Unit Price:</b> \$ 275.00	<b>Total Price:</b> \$ 2,750.00
	<b>Material Group:</b> 96861 - pavement marking services (including removal of markings)		
	<b>Agency:</b> SC Dept of Transportation		
00013	R X R Crossing W/24 in Above and Below	<b>Unit Price:</b> \$ 650.00	<b>Total Price:</b> \$ 32,500.00
	<b>Material Group:</b> 96861 - pavement marking services (including removal of markings)		
	<b>Agency:</b> SC Dept of Transportation		
00014	Combo Turn Arrow-Two or Three Directions	<b>Unit Price:</b> \$ 200.00	<b>Total Price:</b> \$ 16,000.00
	<b>Material Group:</b> 96861 - pavement marking services (including removal of markings)		
	<b>Agency:</b> SC Dept of Transportation		
00015	Single Turn Arrow - Either Direction	<b>Unit Price:</b> \$ 100.00	<b>Total Price:</b> \$ 10,000.00
	<b>Material Group:</b> 96861 - pavement marking services (including removal of markings)		
	<b>Agency:</b> SC Dept of Transportation		
00016	Single Word - Any Word	<b>Unit Price:</b> \$ 150.00	<b>Total Price:</b> \$ 15,000.00
	<b>Material Group:</b> 96861 - pavement marking services (including removal of markings)		
	<b>Agency:</b> SC Dept of Transportation		
00017	12 in X 18 in White Triangle Yield Bars	<b>Unit Price:</b> \$ 30.00	<b>Total Price:</b> \$ 3,000.00
	<b>Material Group:</b> 96861 - pavement marking services (including removal of markings)		
	<b>Agency:</b> SC Dept of Transportation		
00018	8 in Yellow Solid Lines 90 Mil	<b>Unit Price:</b> \$ 3.25	<b>Total Price:</b> \$ 9,750.00
	<b>Material Group:</b> 96861 - pavement marking services (including removal of markings)		
	<b>Agency:</b> SC Dept of Transportation		
00019	8 in White Solid Lines 90 Mil	<b>Unit Price:</b> \$ 3.25	<b>Total Price:</b> \$ 27,300.00
	<b>Material Group:</b> 96861 - pavement marking services (including removal of markings)		
	<b>Agency:</b> SC Dept of Transportation		
00020	24 in Yellow Solid Lines 90 Mil	<b>Unit Price:</b> \$ 8.00	<b>Total Price:</b> \$ 8,000.00
	<b>Material Group:</b> 96861 - pavement marking services (including removal of markings)		
	<b>Agency:</b> SC Dept of Transportation		
00021	24 in White Solid White Lines 90 Mil	<b>Unit Price:</b> \$ 12.50	<b>Total Price:</b> \$ 250,000.00
	<b>Material Group:</b> 96861 - pavement marking services (including removal of markings)		
	<b>Agency:</b> SC Dept of Transportation		
00022	4 in Yellow Broken Lines 90 Mil	<b>Unit Price:</b> \$ 0.50	<b>Total Price:</b> \$ 26,400.00
	<b>Material Group:</b> 96861 - pavement marking services (including removal of markings)		

### Item Pricing

00023	<b>Agency:</b> SC Dept of Transportation 4 in White Broken Lines 90 Mil	<b>Unit Price:</b> \$ 1.00	<b>Total Price:</b> \$ 52,800.00
	<b>Material Group:</b> 96861 - pavement marking services (including removal of markings)		
00024	<b>Agency:</b> SC Dept of Transportation 4 in Yellow Solid Lines 90 Mil	<b>Unit Price:</b> \$ 0.50	<b>Total Price:</b> \$ 211,200.00
	<b>Material Group:</b> 96861 - pavement marking services (including removal of markings)		
00025	<b>Agency:</b> SC Dept of Transportation 4 In Yellow Solid Lines 90 Mil	<b>Unit Price:</b> \$ 0.50	<b>Total Price:</b> \$ 105,600.00
	<b>Material Group:</b> 96861 - pavement marking services (including removal of markings)		
00026	<b>Agency:</b> SC Dept of Transportation Marking Removal - All Types and Widths	<b>Unit Price:</b> \$ 1.50	<b>Total Price:</b> \$ 15,000.00
	<b>Material Group:</b> 96861 - pavement marking services (including removal of markings)		
00027	<b>Agency:</b> SC Dept of Transportation Mobilization	<b>Unit Price:</b> \$ 5,000.00	<b>Total Price:</b> \$ 100,000.00
	<b>Material Group:</b> 96861 - pavement marking services (including removal of markings)		
	<b>Agency:</b> SC Dept of Transportation		

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STATE OF SOUTH CAROLINA  
SCDOT PROCUREMENT OFFICE  
955 PARK STREET ROOM 101  
COLUMBIA SC 29201-3959

**Intent to Award - EXEMPT**  
Posting Date: January 17, 2025

**Solicitation: 5400027739**  
**Description: \*ON-CALL THERMO MARKINGS PICKENS/OCONEE**  
**Agency: SC Department of Transportation**

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective, **January 30, 2025**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

CERTIFICATES OF INSURANCE COVERAGE TO BE FURNISHED PRIOR TO COMMENCEMENT OF SERVICES UNDER CONTRACT.

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest. To protest the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310 (13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO.", documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to [FOIAInfo@dot.state.sc.us](mailto:FOIAInfo@dot.state.sc.us) and the Procurement Officer listed on the cover page of this solicitation. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at [www.procurement.sc.gov/legalSAP](http://www.procurement.sc.gov/legalSAP)

**PROTEST - CPO – SCDOT ADDRESS**

Any protest must be addressed to the SCDOT Chief Procurement Officer, South Carolina Department of Transportation, and submitted in writing

- (a) by email to: [PlayerJD@scdot.org](mailto:PlayerJD@scdot.org) ,
- (b) by facsimile at 803-737-2046, or
- (c) by post or delivery to: PO Box 191, Columbia, SC 29202 or 955 Park St, Room 101, Columbia, SC 29201.

**Contract Number: 4400036409**

**Awarded To:** PEEK PAVEMENT MARKING LLC (7000057733)  
PO Box 7337  
COLUMBUS GA 31909

**Total Potential Value:** \$ 1,025,800.00

**Maximum Contract Period:** January 30, 2025 through January 29, 2030

<b>Item</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
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00021	24 in White Solid White Lines 90 Mil	\$ 12.50	\$ 250,000.00
00022	4 in Yellow Broken Lines 90 Mil	\$ 0.50	\$ 26,400.00
00023	4 in White Broken Lines 90 Mil	\$ 1.00	\$ 52,800.00
00024	4 in Yellow Solid Lines 90 Mil	\$ 0.50	\$ 211,200.00
00025	4 In Yellow Solid Lines 90 Mil	\$ 0.50	\$ 105,600.00
00026	Marking Removal - All Types and Widths	\$ 1.50	\$ 15,000.00
00027	Mobilization	\$ 5,000.00	\$ 100,000.00

**Procurement Officer**  
TAMIKA THOMAS

## 2025-2026 Road Striping

<b>Road Name</b>	<b>Road #</b>	<b>Single ft. X</b>	<b>2</b>	<b>0.50</b>
Watershed Rd	CE44	6,040	12,080	\$6,040.00
Theo Martin	CE5	12,024	24,048	\$12,024.00
Fishers Cove Rd	CE64	9,790	19,580	\$9,790.00
Rocky Gap Rd	CH38	12,011	24,022	\$12,011.00
Jumping Branch Rd	CH9	24,185	48,370	\$24,185.00
Jocassee Lake Rd	KE 8	6,400	12,800	\$6,400.00
Lewis Rd	KE 88	4,825	9,650	\$4,825.00
Owens Rd	SE 103	4,031	8,062	\$4,031.00
Plantation Rd	SE 12	4,143	8,286	\$4,143.00
Carradine Rd	SE 26	7,153	14,306	\$7,153.00
Coneross Park Rd	SE 34	3,854	7,708	\$3,854.00
Mauldin Mill	SE 56	6,743	13,486	\$6,743.00
Doyle Dr	SE 68	2,802	5,604	\$2,802.00
Stribling Shoals Rd	TU 1	25,177	50,354	\$25,177.00
Marcengill Rd	TU 23	5,349	10,698	\$5,349.00
Cobb Bridge	TU 37	31,803	63,606	\$31,803.00
La-Z-Acres	TU 98	8,910	17,820	\$8,910.00
Robinhood Dr	WA 115	2,587	5,174	\$2,587.00
Chalmers Mtn	WA 298	12,580	25,160	\$12,580.00
Jones Rd	WA 33	961	1,922	\$961.00
Winstead Rd	WA 54	6,525	13,050	\$6,525.00
W Halfway Branch	WA 68	5,122	10,244	\$5,122.00
Dickard Rd	WA 78	7,509	15,018	\$7,509.00
Duck Pond	WA 90	5,400	10,800	\$5,400.00
Rock Crusher Rd	WA 91	9,175	18,350	\$9,175.00
Lake Jemiki Rd	WA-3	12,660	25,320	\$12,660.00
Knox Cove Rd	TU 77	2,400	4,800	\$2,400.00
Bond Rd	TU 75	1,675	3,350	\$1,675.00
<b>TOTAL</b>			<b>483,668</b>	<b>\$ 241,834.00</b>
		FT	<b>483,668</b>	
		<b>Est. Miles</b>	<b>91.604</b>	

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
PROCLAMATION 2026-02**

**A PROCLAMATION HONORING THE WEST-OAK HIGH SCHOOL  
WRESTLING TEAM ON THEIR CLASS 3A STATE CHAMPIONSHIP**

**WHEREAS**, on Wednesday, February 11, 2026 the West-Oak High School Wrestling Team captured the Class 3A State Championship, held at Lexington High School in Lexington, South Carolina; and

**WHEREAS**, this victory marks another historic milestone as the team's fifth consecutive state title and the tenth state championship in the program's history, once again solidifying its reputation as a powerhouse in South Carolina high school wrestling; and

**WHEREAS**, during the Class 3A individual state tournament four wrestlers were crowned individual state champions and four more earned All-State honors; and

**WHEREAS**, this accomplishment reflects the tireless dedication, hard work, and leadership of Head Coach Derek Strobel and assistant coaches Representative Adam Duncan, Ian James, Al Billings, Rick McLaughlin, and Matt Williams, as well as the support of Principal Dr. Brandon Blackwell and the entire West-Oak High School community; and

**WHEREAS**, the West-Oak wrestling team has brought great pride and recognition to Oconee County, serving as a shining example of sportsmanship, perseverance, and excellence in athletics.

**NOW, THEREFORE**, we, the Oconee County Council, wish to acknowledge and congratulate the West-Oak High School Wrestling team and coaches on their fifth Class 3A State Championship.

**APPROVED AND ADOPTED** this 21<sup>st</sup> day of April, 2026.

OCONEE COUNTY, SOUTH CAROLINA

*ATTEST:*

APPROVED:

---

Jennifer C. Adams  
Clerk to County Council  
Oconee County

---

Matthew Durham  
Chairman  
Oconee County Council

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
**PROCLAMATION 2026-03**

**A PROCLAMATION HONORING MR. THOMAS MOXLEY, OCONEE  
COUNTY ROCK QUARRY DIRECTOR, UPON HIS RETIREMENT**

**WHEREAS**, Mr. Thomas “Thom” Moxley, a resident of Mountain Rest, South Carolina; began working as a full-time Oconee County employee in April 2005; and

**WHEREAS**, after brief employment gap beginning in 2008, Mr. Moxley returned to Oconee County as a full-time Oconee County Rock Quarry employee in February 2014; and

**WHEREAS**, over the years, Mr. Moxley has served in various positions at the Rock Quarry, including Equipment Operator III, Crew Leader, Assistant Manager, and Quarry Director; and

**WHEREAS**, under Mr. Moxley’s direction, the Rock Quarry produced 3.6 million tons of stone with gross sales totaling \$50.3 Million while navigating the successful transition to the second Crushing Plant in Quarry history; and

**WHEREAS**, after twelve (12) years of service to the citizens of Oconee County, Mr. Moxley retired on February 3, 2026.

**NOW, THEREFORE**, we, the Oconee County Council, do hereby recognize and express our sincere gratitude for Mr. Moxley for his years of dedication and commitment to the County and congratulate him on the occasion of his retirement.

**APPROVED AND ADOPTED** this 21<sup>st</sup> day of April, 2026.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Matthew Durham, Chairman of County Council  
Oconee County, South Carolina

Attest: \_\_\_\_\_  
Jennifer Adams, Clerk to County Council  
Oconee County, South Carolina

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2026-07**

**AN ORDINANCE AMENDING SECTION 10-275  
("EMERGENCY MANAGEMENT DIVISION") OF  
CHAPTER 10 OF THE OCONEE COUNTY CODE OF  
ORDINANCES, IN CERTAIN LIMITED REGARDS AND  
PARTICULARS ONLY, WITH RESPECT TO THE MEANS  
OF ISSUING AN EMERGENCY DECLARATION; AND  
OTHER MATTERS RELATED THERETO.**

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

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

**WHEREAS**, 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, Chapter 10 of the Code of Ordinances by revising the means by which an emergency declaration may be issued by the County; and

**WHEREAS**, County Council has therefore determined to modify Chapter 10 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 10-275 of Chapter 10 of the Code of Ordinances, entitled Emergency Management Division, 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 version of Exhibit A which reflects the changes to the prior provisions; Exhibit B is for illustrative purposes only and shall not be codified.

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

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

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

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Chapter 10, not amended hereby, directly or by implication, shall remain in full force.

6. This ordinance is effective at its approval following a public hearing and third reading.

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

**ATTEST:**

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to Oconee County Council

\_\_\_\_\_  
Matthew Durham  
Chair, Oconee County Council

First Reading: March 17, 2026  
Second Reading: April 07, 2026  
Public Hearing: April 21, 2026  
Third Reading: April 21, 2026

Exhibit A

*[See attached]*

EXHIBIT B

*[See attached]*

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## Sec. 10-275. Emergency management division.

(a) *Administrative procedures.*

- (1) There is hereby created the position of emergency management director, who shall be responsible for directing the day-to-day operations of the emergency management division and coordinating the activities of various county and municipal governments during a period of disaster. The emergency management director shall be hired by the county administrator. The emergency management director shall be empowered and required to coordinate and render assistance to county and city officials in the development of plans for the use of all facilities, equipment, manpower and other resources of the city and county for the purpose of minimizing or preventing damage to persons or property in disaster situations. City and county personnel shall include in such plans the restoration of governmental services and public utilities necessary for public health, safety and welfare. The emergency management director shall further direct the efforts of the emergency management division in the implementation of the provisions of this article.
- (2) All county and city officials and employees of the county, together with those volunteer forces enrolled to aid them during a disaster and persons who may by agreement or operation of law be charged with duties incident to the protection of life and property in the county during times of disaster, shall constitute the emergency management division.
- (3) The county council shall be responsible for meeting the problems and dangers to the county and its residents resulting from disasters of any origin, and the county council may issue proclamations and regulations concerning disaster relief and related matters which, during such an emergency situation, shall have the full force and effect of law.
- (4) A state of emergency may be declared when an emergency has occurred, or the threat thereof is imminent, and extraordinary measures are deemed necessary to cope with the existing or anticipated situation. Once declared, the state of emergency shall continue until terminated by subsequent proclamation or such proclamation expires as specified in the initial proclamation. All proclamations issued pursuant to this section shall indicate the nature of the emergency, the area or areas affected by the proclamation, the conditions which required the proclamation of the emergency and the conditions under which it will be terminated.
- (5) A state of emergency may be declared as follows:
  - a. By county council duly assembled at a regular scheduled, special called, or emergency meeting;
  - b. When county council is unable to assemble, for any reason, within a reasonable time, or fails to achieve a quorum, the authority to declare a state of emergency is delegated in succession to:
    - i. Chairman of the county council;
    - ii. Vice-chairman of the county council;
    - iii. Any county councilmember;
    - iv. County administrator;
    - v. Emergency management director or the County Administrator's designee therefor.

If the emergency declaration is issued under the authority of (5).b., above, then the declaration shall be taken up for ratification by county council as soon as it is able to duly assemble a quorum. Additionally, if the emergency declaration is issued under the authority of (5)b., above, then it may not include item (6).1., below, regarding the suspension of existing laws and regulations related to County business.

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- (6) In addition to any other powers conferred by law, the county council may, under the provisions of this chapter, authorize the following via an emergency declaration or otherwise:
1. The suspension of existing laws and regulations prescribing the procedures for conduct of county business if strict compliance with the provisions of any statute, order, rule or regulation would in any way prevent, hinder or delay necessary action in coping with an emergency;
  2. The utilization of all available resources of county government as reasonably necessary to cope with a disaster emergency;
  3. The transfer of the direction, personnel or functions of county departments and agencies or units thereof for purpose of facilitating or performing emergency services as necessary or desirable;
  4. Action to compel performance by elected and appointed county government officials and employees of the duties and functions assigned in the county disaster plan;
  5. Contract, requisition and compensate for goods and services from private sources;
  6. Warn and advise for evacuation of all or parts of the population from any stricken or threatened area within the county, if such action is deemed necessary for preservation of life or other disaster mitigation, response or recovery;
  7. Prescribe routes, modes of transportation and destinations in connection with evacuations;
  8. The making of provision for the availability and use of temporary housing.

(b) *Emergency management director.*

- (1) The emergency management director shall maintain liaison with the state and federal authorities, and the authorities of other nearby political subdivisions, so as to insure the most effective operation of the emergency plan. Further, unless otherwise determined by local, state, or federal law, the emergency management director or his designee shall be the primary point for the county with local, state, and federal authorities whenever a state of emergency has been declared by the governor of the State of South Carolina.
- (2) His/her duties shall include, but shall not be limited to, the following:
  - a. Development and publication of emergency plans in conformity with state emergency plans for the immediate use of all of the facilities, equipment, manpower, and other resources of the county for the purpose of minimizing or preventing damage to persons or property, and protecting and restoring to usefulness governmental services and public utilities necessary for the public health, safety, and welfare.
  - b. Control and necessary record-keeping for civil defense funds and property which may be made available from federal, state, county and municipal governments.
  - c. Submission of annual budget requirements to the state and federal government and to the county council.
  - d. Signing such documents as are necessary in the administration of the county disaster preparedness program to include project applications and billing for purchases under project applications.
  - e. Through public information programs, educating the civil population as to the actions necessary and required for the protection of their persons and property in case of enemy attack, or natural disaster.

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- f. Conducting simulated exercises and public practice alerts to insure efficient operations of the emergency management division and to familiarize residents of the county with civil defense regulations, procedures, and operations.
  - g. Coordinating the activity of all other public and private agencies engaged in any emergency preparedness program.
  - h. Coordinate in conjunction with the department of social services in negotiation with owners or persons in control of buildings or other property for the use of such buildings or property for civil defense purposes, and designating suitable buildings as public fallout shelters.
  - i. Coordinate in conjunction with the department of social services in the development of a community shelter plan, which will have as its ultimate goal an assigned fallout shelter space for every citizen of the county.
  - j. Assume such authority and conduct such activity as may be necessary to promote and execute the emergency operations plan.

(c) *Jurisdiction.*

- (1) All employees of departments, commissions, boards, institutions, and other agencies of the county, designated as civil emergency forces, shall cooperate with the coordinator in formulation of the county emergency operations plan, and shall comply with the orders of the emergency management director when such orders are issued pursuant the provisions of this article.
- (2) All such civil emergency forces shall notify the emergency management director of conditions in the county resulting from enemy attack or natural disaster, and they shall inform the emergency management director of any conditions threatening to reach the proportions of a natural disaster as defined herein. Failure to notify the emergency management director, however, shall not prevent the emergency management director from exercising any authority assigned to him/her by this article.
- (3) The emergency management director may at any time appoint or authorize the appointment of volunteer citizens to augment the personnel of a department in time of civil emergency. Such volunteer citizens shall be enrolled as civil emergency volunteers in cooperation with the heads of the county departments affected, and they shall be subject to the rules and regulations set forth by the emergency management director for such volunteers.
- (4) The emergency management director may appoint volunteer citizens to form the personnel of a civil emergency service for which the county has no counterpart. He/she may also appoint volunteer citizens as public shelter managers who, when directed by the emergency management director shall open public shelters and take charge of all stocks of food, water, and other supplies and equipment stored in the shelter, admit the public according to the community shelter plan and take whatever control measures are necessary for the protection and safety of the occupants.
- (5) County and municipal employees assigned to duty as a part of the civil emergency forces pursuant to the provision of this Act shall retain all the rights, privileges, and immunities of employees, and shall receive the compensation incident to their employment.

(d) *Enforcement and penalties.*

- (1) This article is an exercise by the county of its governmental functions for the protection of the public peace, health, and safety, and the county or agents and representatives of the county, or any individual, receiver firm, partnership, corporation, association, or trustee, or any of the agents, thereof in good faith carrying out, complying with, or attempting to comply with any order, rule, or regulation promulgated pursuant to the provisions of this article shall not be liable for any damage sustained to persons or property as a result of such activity.

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- (2) Any person owning or controlling real estate or other premises who voluntarily and without compensation grants the county the right to inspect, designate, and use the whole or any part or parts of such real estate or premises for the purposes of sheltering persons during an actual, impending, or threatened enemy attack or during an authorized civil emergency practice exercise, shall not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege, or other permission, or for the loss of, damage, to, the property of such person.
  - (3) It shall be unlawful for any person to violate any of the provisions of this Act or the regulations issued pursuant to the authority contained herein, or to willfully obstruct, hinder, or delay any member of the civil emergency organization in the enforcement of the provisions of this Act or any regulation issued thereunder. Any violation of this section shall be considered as a misdemeanor and shall be punished by a fine of not more than \$500.00 or confinement of not more than 30 days.

(Ord. No. 2007-07, § VI, 6-5-2007; Ord. No. 2024-28, § 1(Exh. A), 2-4-2025)

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**Sec. 10-275. Emergency management division.**

(a) *Administrative procedures.*

- (1) There is hereby created the position of emergency management director, who shall be responsible for directing the day-to-day operations of the emergency management division and coordinating the activities of various county and municipal governments during a period of disaster. The emergency management director shall be hired by the county administrator. The emergency management director shall be empowered and required to coordinate and render assistance to county and city officials in the development of plans for the use of all facilities, equipment, manpower and other resources of the city and county for the purpose of minimizing or preventing damage to persons or property in disaster situations. City and county personnel shall include in such plans the restoration of governmental services and public utilities necessary for public health, safety and welfare. The emergency management director shall further direct the efforts of the emergency management division in the implementation of the provisions of this article.
- (2) All county and city officials and employees of the county, together with those volunteer forces enrolled to aid them during a disaster and persons who may by agreement or operation of law be charged with duties incident to the protection of life and property in the county during times of disaster, shall constitute the emergency management division.
- (3) The county council shall be responsible for meeting the problems and dangers to the county and its residents resulting from disasters of any origin ~~and upon a declaration of a State of Emergency by the Governor of the State of South Carolina, and~~ the county council may issue proclamations and regulations concerning disaster relief and related matters which, during such an emergency situation, shall have the full force and effect of law.

~~a.~~(4) A state of ~~disaster~~ emergency may be declared ~~by the Governor of the State of South Carolina if he finds a disaster when an emergency~~ has occurred, or ~~that a~~ threat thereof is imminent, and extraordinary ~~emergency~~ measures are deemed necessary to cope with the existing or anticipated situation. Once declared, the state of emergency shall continue until terminated by ~~proclamation of the Governor of the State of South Carolina. subsequent proclamation or such proclamation expires as specified in the initial proclamation. All proclamations issued pursuant to this section shall indicate the nature of the emergency, the area or areas affected by the proclamation, the conditions which required the proclamation of the emergency and the conditions under which it will be terminated.~~

~~b.~~ ~~In addition to any other powers conferred by law, when a~~(5) ~~\_\_\_\_\_~~ A state of emergency ~~has been~~ may be declared ~~by~~as follows:

a. ~~By county council duly assembled at a regular scheduled, special called, or emergency meeting;~~

b. ~~When county council is unable to assemble, for any reason, within a reasonable time, or fails to achieve a quorum, the Governor authority to declare a state of emergency is delegated in succession to:~~

i. ~~Chairman of the State of South Carolina, in cooperation with county council;~~

ii. ~~Vice-chairman of the State county council;~~

iii. ~~Any county councilmember;~~

iv. ~~County administrator;~~

v. ~~Emergency Preparedness Agency, management director.~~

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(6) In addition to any other powers conferred by law, the county council may, under the provisions of this Act~~chapter~~, authorize the following via an emergency declaration or otherwise:

1. The suspension of existing laws and regulations prescribing the procedures for conduct of county business if strict compliance with the provisions of any statute, order, rule or regulation would in any way prevent, hinder or delay necessary action in coping with an emergency;
2. The utilization of all available resources of county government as reasonably necessary to cope with a disaster emergency;
3. The transfer of the direction, personnel or functions of county departments and agencies or units thereof for purpose of facilitating or performing emergency services as necessary or desirable;
4. Action to compel performance by elected and appointed county government officials and employees of the duties and functions assigned in the county disaster plan;
5. Contract, requisition and compensate for goods and services from private sources;
6. Warn and advise for evacuation of all or parts of the population from any stricken or threatened area within the county, if such action is deemed necessary for preservation of life or other disaster mitigation, response or recovery;
7. Prescribe routes, modes of transportation and destinations in connection with evacuations;
8. The making of provision for the availability and use of temporary housing.

(b) *Emergency management director.*

- (1) The emergency management director shall maintain liaison with the state and federal authorities, and the authorities of other nearby political subdivisions, so as to insure the most effective operation of the emergency plan. Further, unless otherwise determined by local, state, or federal law, the emergency management director or his designee shall be the primary point for the county with local, state, and federal authorities whenever a state of emergency has been declared by the governor of the State of South Carolina.
- (2) His/her duties shall include, but shall not be limited to, the following:
  - a. Development and publication of emergency plans in conformity with state emergency plans for the immediate use of all of the facilities, equipment, manpower, and other resources of the county for the purpose of minimizing or preventing damage to persons or property, and protecting and restoring to usefulness governmental services and public utilities necessary for the public health, safety, and welfare.
  - b. Control and necessary record-keeping for civil defense funds and property which may be made available from federal, state, county and municipal governments.
  - c. Submission of annual budget requirements to the state and federal government and to the county council.
  - d. Signing such documents as are necessary in the administration of the county disaster preparedness program to include project applications and billing for purchases under project applications.
  - e. Through public information programs, educating the civil population as to the actions necessary and required for the protection of their persons and property in case of enemy attack, or natural disaster.

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- f. Conducting simulated exercises and public practice alerts to insure efficient operations of the emergency management division and to familiarize residents of the county with civil defense regulations, procedures, and operations.
  - g. Coordinating the activity of all other public and private agencies engaged in any emergency preparedness program.
  - h. Coordinate in conjunction with the department of social services in negotiation with owners or persons in control of buildings or other property for the use of such buildings or property for civil defense purposes, and designating suitable buildings as public fallout shelters.
  - i. Coordinate in conjunction with the department of social services in the development of a community shelter plan, which will have as its ultimate goal an assigned fallout shelter space for every citizen of the county.
  - j. Assume such authority and conduct such activity as may be necessary to promote and execute the emergency operations plan.

(c) *Jurisdiction.*

- (1) All employees of departments, commissions, boards, institutions, and other agencies of the county, designated as civil emergency forces, shall cooperate with the coordinator in formulation of the county emergency operations plan, and shall comply with the orders of the emergency management director when such orders are issued pursuant the provisions of this article.
- (2) All such civil emergency forces shall notify the emergency management director of conditions in the county resulting from enemy attack or natural disaster, and they shall inform the emergency management director of any conditions threatening to reach the proportions of a natural disaster as defined herein. Failure to notify the emergency management director, however, shall not prevent the emergency management director from exercising any authority assigned to him/her by this article.
- (3) The emergency management director may at any time appoint or authorize the appointment of volunteer citizens to augment the personnel of a department in time of civil emergency. Such volunteer citizens shall be enrolled as civil emergency volunteers in cooperation with the heads of the county departments affected, and they shall be subject to the rules and regulations set forth by the emergency management director for such volunteers.
- (4) The emergency management director may appoint volunteer citizens to form the personnel of a civil emergency service for which the county has no counterpart. He/she may also appoint volunteer citizens as public shelter managers who, when directed by the emergency management director shall open public shelters and take charge of all stocks of food, water, and other supplies and equipment stored in the shelter, admit the public according to the community shelter plan and take whatever control measures are necessary for the protection and safety of the occupants.
- (5) County and municipal employees assigned to duty as a part of the civil emergency forces pursuant to the provision of this Act shall retain all the rights, privileges, and immunities of employees, and shall receive the compensation incident to their employment.

(d) *Enforcement and penalties.*

- (1) This article is an exercise by the county of its governmental functions for the protection of the public peace, health, and safety, and the county or agents and representatives of the county, or any individual, receiver firm, partnership, corporation, association, or trustee, or any of the agents, thereof in good faith carrying out, complying with, or attempting to comply with any order, rule, or regulation promulgated pursuant to the provisions of this article shall not be liable for any damage sustained to persons or property as a result of such activity.

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- (2) Any person owning or controlling real estate or other premises who voluntarily and without compensation grants the county the right to inspect, designate, and use the whole or any part or parts of such real estate or premises for the purposes of sheltering persons during an actual, impending, or threatened enemy attack or during an authorized civil emergency practice exercise, shall not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege, or other permission, or for the loss of, damage, to, the property of such person.
  - (3) It shall be unlawful for any person to violate any of the provisions of this Act or the regulations issued pursuant to the authority contained herein, or to willfully obstruct, hinder, or delay any member of the civil emergency organization in the enforcement of the provisions of this Act or any regulation issued thereunder. Any violation of this section shall be considered as a misdemeanor and shall be punished by a fine of not more than \$500.00 or confinement of not more than 30 days.

(Ord. No. 2007-07, § VI, 6-5-2007; Ord. No. 2024-28, § 1(Exh. A), 2-4-2025)

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2026-08**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AS LESSOR, AND THE HOLLY SPRINGS FIRE DEPARTMENT, INC., AS LESSEE, FOR CERTAIN IMPROVED REAL PROPERTY LOCATED AT 11095 LONG CREEK HWY, WESTMINSTER, SOUTH CAROLINA, 29693, CURRENTLY IDENTIFIED BY TAX MAP NUMBER 201-00-01-048; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, South Carolina (“County”) is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts;

**WHEREAS**, Oconee County, South Carolina (as “Lessor”) and the Holly Springs Fire Department, Inc. (as “Lessee”), desire to enter into a Real Property Lease Agreement regarding County-owned property located at 11095 Long Creek Hwy, Westminster, South Carolina, 29693, currently identified by Tax Map Number 201-00-01-048 (the “Lease Premises”);

**WHEREAS**, a copy of the Real Property Lease Agreement (the “Lease”) is attached hereto as Exhibit A;

**WHEREAS**, the Oconee County Council (“Council”) has reviewed the form of the Lease and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto.

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

Section 1. Lease Approved. The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit A, attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

Section 3.     Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4.     General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5.     Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this \_\_\_\_ of \_\_\_\_\_, 2026.

**ATTEST:**

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to Oconee County Council

\_\_\_\_\_  
Matthew Durham  
Chair, Oconee County Council

First Reading:       March 17, 2026  
Second Reading:     April 07, 2026  
Third Reading:       April 21, 2026  
Public Hearing:       April 21, 2026

EXHIBIT A

*[See attached]*

**REAL PROPERTY LEASE AGREEMENT**

between

**OCONEE COUNTY, SOUTH CAROLINA**

as Lessor

and

**HOLLY SPRINGS FIRE DEPARTMENT, INC.**

as Lessee

\_\_\_\_\_, 2026

DRAFT

## REAL PROPERTY LEASE AGREEMENT

This Real Property Lease Agreement (“Lease Agreement”), effective as of the \_\_\_\_ day of \_\_\_\_\_, 2026 (“Lease Commencement Date”) is made and entered into by Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (“Lessor”) and the Holly Springs Fire Department, Inc., a South Carolina non-profit corporation (“Lessee”).

### RECITALS:

**WHEREAS**, Lessor is the owner of that certain real property, including all improvements thereon, located at **11095 Long Creek Hwy, Westminster, South Carolina, 29693** as shown on **Exhibit A**, attached hereto and incorporated herein (“Lessor’s Property”);

**WHEREAS**, Lessor desires to lease to Lessee the entirety of Lessor’s Property as reflected on **Exhibit A**, (“Lease Premises”); and

**WHEREAS**, Lessee purposes to use the Lease Premises as a station from which to provide fire control, emergency response, and related services.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

### ARTICLE 1 - DEMISE OF LEASE PREMISES

Section 1.1. Lease Premises. Lessor, for and in consideration of the rents, covenants, and conditions herein set forth, does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Lease Premises, subject to all easements, restrictions, rights of way, and encroachments of record and subject to the terms, conditions, and provisions hereof.

Section 1.2. Quiet Enjoyment. Lessor covenants and agrees that Lessee, upon paying the rent herein provided and observing and keeping the covenants, conditions, and terms of this Lease Agreement on Lessee’s part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Lease Premises during the “Term” (as hereinafter defined) of this Lease Agreement without hindrance of Lessor or any person claiming under Lessor. Notwithstanding the foregoing, Lessee’s rights established under this Lease are subject to Lessor’s right, as reserved hereby, to construct, access, and use that prospective addition to the building currently located on the Lease Premises, which addition is indicated on **Exhibit A** as “**Oconee County / Oconee County Emergency Services Future Use**” for purposes of future staffing and related emergency service needs.

### ARTICLE 2 - LEASE TERM

Section 2.1. Lease Term. The term of this Lease Agreement (the “Term”) shall commence on the Lease Commencement Date and continue through the day immediately preceding the \_\_\_\_\_ (\_\_\_\_<sup>th</sup>) anniversary of the Lease Commencement Date, unless earlier terminated as provided herein. Notwithstanding the foregoing, and provided that Lessee is not in material default of this Lease Agreement on the \_\_\_\_\_ (\_\_\_\_<sup>th</sup>) anniversary of the Lease Commencement Date, the Term may be extended at Lessee’s option, conveyed in writing to Lessor at least sixty (60) days prior to expiration of the initial Term, for five (5) additional years so that the Term will thereafter expire on the day immediately preceding the \_\_\_\_\_ (\_\_\_\_<sup>th</sup>) anniversary of the Lease Commencement Date.

Section 2.2. Reversion. At the expiration or earlier termination of this Lease Agreement, whether by default, eviction, or otherwise, all improvements/infrastructure existing upon the Lease Premises shall, without compensation to Lessee or any other party, then become or remain, as the case may be, the sole property of Lessor or Lessor's designee, free and clear of all claims to or against them by Lessee or any third person attributable to Lessor or Lessee, and all claims, liens, security interests, and encumbrances, other than those claims that are attributable to any act or omission of Lessor or created hereafter in accordance with the terms of this Lease Agreement. All alterations, improvements, additions, and utility installations which may be made on the Lease Premises shall be the property of Lessor and shall remain upon and be surrendered with the Lease Premises at the expiration or earlier termination of this Lease Agreement. Notwithstanding the foregoing, any machinery or equipment owned by Lessee, other than that which is permanently affixed to the Lease Premises so that it cannot be removed without material damage to the Lease Premises, shall remain the property of Lessee and may be removed; provided, however, that Lessee removes or causes its removal prior to the expiration of this Lease Agreement or prior to the effective date of termination of this Lease Agreement, whichever is applicable.

### **ARTICLE 3 - RENT, TAXES, AND UTILITIES**

Section 3.1. Rent. In consideration for use of the Lease Premises, Lessee shall pay Lessor the sum of ten dollars (\$10.00) upon execution of this Lease Agreement as rent for the full Term of this Lease.

Section 3.2. Taxes. Lessee shall be responsible for any and all taxes, fees, assessments, and charges, if any, that are attributable to the Lease Premises and any of Lessee's property located at the Lease Premises.

Section 3.3. Utilities. Lessee shall be responsible for all charges incurred for water, heat, gas, electricity, internet, trash disposal, and any and all other charges for utilities.

Section 3.4. Security Deposit. Not required.

Section 3.5. Costs. It is the intent of the parties, except as otherwise provided in this Lease Agreement, that Lessee pay all costs, charges, insurance premiums, taxes, utilities, expenses, and assessments arising during the Term of every kind and nature incurred for, against, or in connection with the Lease Premises.

### **ARTICLE 4 - USE OF LEASE PREMISES**

Section 4.1. Permitted Uses. Lessor shall allow Lessee, its agents, employees, successors, assigns, and sublessees to use the Lease Premises as a station from which to provide fire control, emergency response, and related services (collectively, the "Permitted Uses"). Lessee and its sublessees, successors, and assigns shall only use the Lease Premises for the Permitted Uses unless written consent for any other purpose is given by the Lessor, which consent shall not be unreasonably withheld.

### **ARTICLE 5 – HAZARDOUS MATERIALS**

Section 5.1. Throughout the Term, Lessee and Lessee's employees, agents, sublessees, invitees, licensees, and contractors shall not cause, permit, or allow any substances, chemicals, materials, or pollutants (whether solid, liquid, or gaseous) deemed to be toxic or hazardous or the manufacture, storage, transport, or disposal of which is regulated, governed, restricted, or prohibited

by any federal, state, or local agency or authority, or under any federal, state, or local law, ordinance, rule, or regulation related to the environment, health, or safety (collectively, “Environmental Laws”), including, without limitation, any oil, gasoline, petroleum, petroleum by-products, hazardous substances, toxic substances, hazardous waste, asbestos, or asbestos containing materials (collectively, “Hazardous Materials”), to be handled, placed, stored, dumped, released, manufactured, used, transported, or located on, in, under, or about the Lease Premises. Notwithstanding the foregoing, Lessee shall not be prohibited from handling, placing, storing, using and transporting Hazardous Materials that are required to be used by Lessee consistent with the Permitted Uses, so long as such materials are handled, used, stored and transported in accordance with applicable laws and regulations.

Section 5.2. Lessee shall give Lessor immediate written notice of any problem, spill, discharge, threatened discharge, or discovery, or claim thereof, of any Hazardous Materials on or about the Lease Premises.

### **ARTICLE 6 – IMPROVEMENTS**

Section 6.1. Improvements and Alterations. Lessee shall not undertake to materially improve, alter, or change the exterior or interior of the Lease Premises without prior written consent of Lessor. All alterations, additions, and improvements made in or to the Lease Premises shall, unless otherwise provided by written agreement, be the property of Lessor and remain and be surrendered with the Lease Premises, and Lessee waives all claims for damages to or loss of any property belonging to Lessee that may be left in or upon the Lease Premises, or which is attached thereto and/or becomes a fixture.

### **ARTICLE 7 – MAINTENANCE**

Section 7.1. Maintenance, Repairs, and Upkeep Provided by Lessee. Lessee shall be responsible for all necessary repairs and maintenance to the exterior and interior of the Lease Premises, including all structural, mechanical, electrical, plumbing, and building envelope components of the Lease Premises. Lessee shall ensure that the interior and exterior of the Lease Premises, including all landscaping, are kept in clean and sanitary condition and are neat and orderly in appearance. Lessee shall be responsible for any abuse or destruction of the Lease Premises not due to ordinary wear and tear.

Section 7.2. As Is Condition of the Lease Premises. The Lease Premises is presented to Lessee by Lessor without representation or warranty as to the condition of the Lease Premises in general, or as to Lessee’s contemplated uses specifically, and Lessee is accepting the Lease Premises as is, with all faults.

### **ARTICLE 8 – LIENS**

Section 8.1. Prohibition of Liens. Lessee shall not suffer, create, or permit any mechanic’s liens or other liens to be filed against the Lease Premises, or any part thereof, by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee.

### **ARTICLE 9 – CONDEMNATION**

Section 9.1. Condemnation. In the event the entire Lease Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease Agreement shall terminate and expire as of the date of such taking or conveyance made in lieu thereof, and Lessor and Lessee shall thereupon be released from any further duties or obligations hereunder. If a portion of the Lease Premises is taken, or conveyance made in lieu thereof, then rent shall be equitably apportioned according to the portion of Lease Premises so taken, and Lessee shall, at its own expense, restore the remaining portion of Lease Premises to operate as a Permitted Use. All compensation awarded or paid upon such a total or partial taking of Lease Premises shall belong to and be the property of Lessor without any participation by Lessee; provided, however, Lessee shall have the right to pursue a collateral action seeking recovery of its costs and expenses associated with the termination of this Lease Agreement.

## **ARTICLE 10 - ASSIGNMENT AND SUBLETTING**

Section 10.1. Limitation on Assignment and Subletting. Lessee may not sell, assign, sublease, convey, or transfer all or any portion of Lessee's interest in this Lease Agreement and the leasehold estate created hereby, without the prior written consent of Lessor, which consent will not be unreasonably withheld. Any assignment, sublease, conveyance, or transfer of Lessee's interest in this Lease Agreement shall be subject to compliance with the provisions of this Lease Agreement. In the event of an assignment, sale, or transfer of all, or substantially all, of Lessee's interest in this Lease Agreement, any such assignee, buyer, or transferee shall be required to assume in writing all of the Lessee's obligations and shall be bound by all of the terms of this Lease Agreement.

## **ARTICLE 11 – INSURANCE AND INDEMNITY**

Section 11.1. Comprehensive Liability Insurance. Lessee shall maintain a policy of Comprehensive General Liability (CGL) insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of South Carolina, covering the use and activity contemplated by this Lease Agreement with combined single limits of no less than One Million and 00/100 (\$1,000,000.00) Dollars per occurrence and One Million and 00/100 (\$1,000,000.00) Dollars aggregate, by the terms of which Lessor and Lessee, and any holder of a mortgage on the Lease Premises or Lessee's leasehold interest, are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Lease Premises, or any structure thereon or any part thereof. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by Lessor. A certificate of said insurance, together with proof of payment of the premium thereof shall be delivered to Lessor, and renewal certificates and proof of payment of premium therefor shall be delivered to Lessor not less than fifteen (15) days prior to the renewal date of any such insurance policies during the Term. Such insurance shall be cancelable only after thirty (30) days' prior written notice to Lessor and Lessee, and any holder of a mortgage on the Lease Premises. In the event Lessee fails to timely pay any premium when due, Lessor shall be authorized to do so, and may charge all costs and expenses thereof, including the premium, to Lessee, to be paid by Lessee as additional rent hereunder.

Section 11.2. Fire and Property Insurance. Lessor shall, at its cost and expense and at all times during the Term, maintain in force a policy of insurance ensuring the Lease Premises and any improvements/infrastructure thereon against loss or damage by such perils as are covered under its policy with the South Carolina Insurance Reserve Fund.

Section 11.3. Waiver of Subrogation. Lessee and all parties claiming under it releases and discharges Lessor from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by the casualty and liability insurance to be carried on the Lease Premises or in connection with any improvements/infrastructure on or activities conducted on the Lease Premises, and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, and shall evidence such waiver by endorsement to the required insurance policies, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage (provided that in the case of increased cost, Lessor shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect).

Section 11.4. Additional Insurance: Lessor will not be responsible for any loss to personal property of Lessee, or Lessee's, guests, invitees, licensees, sublessees, or others entering the Lease Premises, due to fire, theft, or any other damages, including any acts of nature. Lessor will maintain coverage as indicated in **Section 11.2**, but Lessee understands that such insurance does not cover personal property due to loss and that it is the Lessee's responsibility to obtain insurance to cover such property.

Section 11.5. Indemnification. Lessee hereby agrees to indemnify, protect, defend, and hold Lessor and its officers, Council members, employees, agents, attorneys, successors, and assigns harmless from and against any and all losses, damages, actions, fines, penalties, demands, damages, liability, and expense, including attorneys' fees and costs through litigation and all appeals, in connection with the loss of life, personal injury, and damage to property, resulting (in whole or in part) from the negligence or intentional misconduct of Lessee, its employees, agents, or sublessees and arising from or out of (i) any occurrence in, upon, at or about the Lease Premises and/or (ii) the occupancy, use, or construction upon and maintenance of the Lease Premises. Nothing contained herein shall be construed to make Lessee liable for any injury or loss primarily caused by the gross negligence or willful misconduct of Lessor or any agent or employee of Lessor.

## **ARTICLE 12 - DEFAULTS AND REMEDIES**

Section 12.1. Defaults. Each of the following events shall be a default by Lessee and a breach of this Lease Agreement and constitute an "Event of Default":

- (a). Abandonment. Abandonment of the Lease Premises, or the improvements/infrastructure now or hereafter constructed thereon, where such abandonment continues for a period of one hundred and twenty (120) consecutive days. Such abandonment shall not include any time that the Lease Premises are vacated due to a casualty.
- (b). Improper Use. Lessee's use of the Lease Premises for anything other than the Permitted Uses, as defined above.
- (c). Attachment or Other Levy. The subjection of any right or interest of Lessee in the Lease Premises to attachment, execution, or other levy, or to seizure under legal process, if not released within sixty (60) days, after written notice of same.
- (d). Default of Performance Under this Lease Agreement. The failure of Lessee to observe or perform any of its material covenants, conditions, or agreements under this Lease Agreement; or the material breach of any warranties or representations of Lessee under this Lease Agreement.

- (e). Insolvency; Bankruptcy. An assignment by Lessee for the benefit of creditors, or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending time for payment, adjustment or satisfaction of Lessee's liabilities; or reorganization, dissolution, or arrangement on account of, or to prevent bankruptcy or insolvency; unless, in case of such that are involuntary on Lessee's part, the assignment, proceedings, and all consequent orders, adjudications, custodies and supervisions are dismissed, vacated, or terminated within sixty (60) days after the assignment, filing, or other initial event.

Section 12.2. Notice and Right to Cure. Lessee shall have sixty (60) days to cure a default after written notice is given by Lessor to Lessee, specifying the nature of the default; provided, however, that if after exercise of due diligence and its best efforts to cure such default Lessee is unable to do so within the sixty (60) day period, then the cure period may be extended, upon written agreement by Lessor, for a such reasonable time as may be deemed necessary by Lessor to cure the default.

Section 12.3. Remedies. If any default by Lessee shall continue uncured by Lessee upon expiration of the applicable cure period, Lessor may exercise any one or all of the following remedies in addition to all other rights and remedies provided by law or equity, from time to time, to which Lessor may resort cumulatively or in the alternative:

- (a). Termination of Lease in its Entirety. Lessor may, at Lessor's election, terminate this Lease Agreement upon thirty (30) days written notice to Lessee. Thereafter, all of Lessee's rights in the Lease Premises and in and to all improvements/infrastructure located thereon shall terminate upon termination of this Lease Agreement. Promptly upon any such termination, Lessee shall surrender and vacate the Lease Premises and any other improvements/infrastructure located thereon, and Lessor may re-enter and take possession of the Lease Premises and all improvements/infrastructure located thereon. Termination under this paragraph shall not relieve Lessee from any claim for damages previously accrued, or then accruing, against Lessee.
- (b). Re-entry Without Termination. Lessor may, at Lessor's election, re-enter the Lease Premises and improvements/infrastructure located thereon, and without terminating this Lease Agreement, at any time, relet the Lease Premises and improvements/infrastructure thereon, or any part(s) of them, for the account, and in the name of Lessee or otherwise, all upon rates and terms determined by Lessor, without hereby obligating Lessor to relet the Lease Premises or make an effort to relet either or both of them in whole or in part, at any time. Any reletting may be for the remainder of the Term or for any longer or shorter period. Lessor shall have the further right, at Lessor's option, to make such reasonable and necessary alterations, repairs, replacements, and/or restorations which shall not operate or be construed to release Lessee from liability hereunder. No act by or on behalf of Lessor under this provision shall constitute a termination of this Lease Agreement unless Lessor gives Lessee written notice of termination.
- (c). Lessee's Personal Property. Lessor may, at Lessor's election, use Lessee's personal property and trade fixtures or any of such property and fixtures left on the Lease Premises after termination or expiration of this Lease Agreement without compensation and without liability for use or damage, or Lessor may store them for the account and at the cost of Lessee. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item, or for the same item at a later time.
- (d). Appointment of Receiver. Lessor may, if Lessor elects to file suit to enforce this Lease

Agreement and/or protect its rights hereunder, in addition to the other remedies provided in this Lease Agreement and by law, have the appointment of a receiver of the Lease Premises and the improvements/infrastructure thereon.

Section 12.4. Remedies Cumulative. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Lessor from time to time at its election, and nothing contained herein shall be deemed to require Lessor to postpone suit until the date when the term of this Lease Agreement would have expired nor limit or preclude recovery by Lessor against Lessee of any sums or damages which, in addition to the damages particularly provided above, Lessor may lawfully be entitled by reason of any default hereunder on the part of Lessee. All of the remedies hereinbefore given to Lessor and all rights and remedies given to it at law and in equity shall be cumulative and concurrent.

Section 12.5. Lessee's Liability After Default. If Lessee shall default in the performance of any of its obligations under this Lease Agreement, Lessor, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Lessee, without notice in a case of emergency, and in any other case only if such default continues after the expiration of the curing period applicable under this Lease Agreement. Any reasonable expenses incurred by Lessor in connection with any such performance, and all reasonable attorneys' fees, including appellate, bankruptcy, and post-judgment proceedings involved in collecting or endeavoring to collect the rent or any additional rent or any part thereof or enforcing or endeavoring to enforce any rights against Lessee or Lessee's obligations hereunder, shall be due and payable upon Lessor's submission of an invoice therefor. All sums advanced by Lessor on account of Lessee under this Section, or pursuant to any other provision of this Lease Agreement, and all rent, if delinquent or not paid by Lessee and received by Lessor when due hereunder, shall bear interest at the rate of twelve percent (12%) per annum from the due date thereof until paid and the same shall be and constitute additional rent and be due and payable upon Lessor's demand therefor.

Section 12.6. Holdover. If Lessee remains in possession of the Lease Premises or any part thereof after the expiration or earlier termination of this Lease Agreement, Lessee shall become a lessee at sufferance. Notwithstanding that Lessor may allow Lessee to continue in possession after the expiration or earlier termination of this Lease Agreement, neither that nor the provisions of this Section shall constitute a waiver of any of Lessor's rights under this Section or this Lease Agreement.

### **ARTICLE 13 - SURRENDER AND REMOVAL**

Section 13.1. Surrender of Possession. Upon the expiration of the Term or any earlier termination thereof, Lessee shall surrender to Lessor possession of the Lease Premises and all improvements/infrastructure constructed, located, and installed thereon. If Lessee is not then in default under any of the covenants and conditions hereof, Lessee may remove, or cause to be removed, all personal property and equipment of Lessee, other than permanent fixtures, from the Lease Premises prior to the expiration or effective date of termination of this Lease Agreement; thereafter all such personal property and equipment not removed shall belong to Lessor without the payment of any consideration.

Section 13.2. Lessee's Quitclaim. Upon the expiration of the Term, or any earlier termination of this Lease Agreement, Lessee agrees to execute, acknowledge, and deliver to Lessor, if requested by Lessor, a proper instrument in writing, releasing and quitclaiming to Lessor all right, title and interest of Lessee in and to the Lease Premises and all improvements/infrastructure thereon.

### **ARTICLE 14 – GENERAL PROVISIONS**

Section 14.1. Conditions and Covenants. All of the provisions of this Lease Agreement shall be deemed as running with the land, and construed to be “conditions” as well as “covenants” as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

Section 14.2. Survival. All representations and warranties of Lessee or Lessor under this Lease Agreement shall survive the expiration or sooner termination of this Lease Agreement for acts occurring prior to expiration or termination of this Lease Agreement.

Section 14.3. No Waiver of Breach. No failure by either Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Lease Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease Agreement, but each and every covenant, condition, agreement, and term of this Lease Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 14.4. Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by this Lease Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 14.5. Notices. Unless otherwise specifically provided in this Lease Agreement or by law, any and all notices or other communications required or permitted by this Lease Agreement or by law to be served on, given to, or delivered to any party to this Lease Agreement shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

LESSOR:

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

LESSEE:

Holly Springs Fire Department, Inc.  
[REDACTED]  
[REDACTED]

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

Section 14.6. Captions. Captions in this Lease Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or the intent of this Lease Agreement or any of the terms hereof.

Section 14.7. Waiver; Amendment. No modification, waiver, amendment, discharge, or change of this Lease Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

Section 14.8. Time. Time is of the essence of each obligation of each party hereunder.

Section 14.9. Governing Law. This Lease Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina, without regard to conflict of law principles.

Section 14.10. Binding Effect. Subject to any provision of this Lease Agreement that may prohibit or curtail assignment of any rights hereunder, this Lease Agreement shall bind and inure to the benefit of the respective heirs, assigns, personal representatives, and successors of the parties hereto.

Section 14.11. Execution of Other Instruments. Each party agrees that it shall, upon the other's request, take any and all steps, and execute, acknowledge, and deliver to the other party any and all further instruments necessary or expedient to effectuate the purpose of this Lease Agreement.

Section 14.12. Severability. If any term, provision, covenant, or condition of this Lease Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable or is otherwise challenged and determined to be invalid, illegal, or incapable of being enforced as a result of any rule of law or public policy issued by an administrative or judicial forum that is not subject to further appeal or is not actually appealed, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. In such event or if an opinion of counsel is provided to the effect that this Lease Agreement is not so enforceable, the parties hereto shall negotiate in good faith to modify this Lease Agreement so as to effect the original intent of the parties as closely as possible and to comply with applicable law, regulations, or published governmental interpretations thereof, in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 14.13. Counterparts. This Lease Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument.

Section 14.14. Estoppel Certificate. Either party shall execute, acknowledge, and deliver to the other party, within twenty (20) days after requested by the other party, a statement in writing certifying, if such is the case, that this Lease Agreement is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified); the date of the commencement of this Lease Agreement; any alleged defaults and claims against the other party; and such other information as shall be reasonably requested.

Section 14.15. Dispute Resolution; Waiver of Trial by Jury. Any conflict, dispute, or grievance (collectively, "Conflict") by and between Lessor and Lessee shall be submitted to mediation before initiating court proceedings. The mediator selected to conduct the mediation must be mutually agreed upon by Lessor and Lessee. Unless the parties otherwise agree, the mediator must be certified in South Carolina state and federal courts and have experience in matters forming the basis of the

Conflict. The site for the mediation shall be Oconee County, South Carolina, and the mediation hearing shall be held within thirty (30) days of the selection of the mediator, unless otherwise agreed. Each party shall bear its own expenses associated with the mediation and the parties shall split the fees and expenses of the mediator evenly. Failure to agree to the selection of a mediator or failure to resolve the Conflict through mediation will entitle the parties to pursue other methods of dispute resolution, including without limitation, litigation. Notwithstanding any other provision contained herein, nothing in this Agreement shall be construed as requiring either party to participate in mediation prior to initiating court proceedings in which a temporary restraining order or preliminary injunction is sought. In such situations, the parties shall conduct mediation within thirty (30) days after the hearing on such motions or within such other time as is prescribed by the Court.

LESSOR AND LESSEE MUTUALLY, EXPRESSLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE AGREEMENT, OR ARISING OUT OF ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS. THIS WAIVER IS A MATERIAL INDUCEMENT OF LESSEE AND LESSOR TO ENTER INTO THIS LEASE AGREEMENT.

**IN WITNESS WHEREOF**, Lessor and Lessee have caused this Lease Agreement to be executed and delivered as of the day and year first above written.

IN THE PRESENCE OF:

**LESSOR: OCONEE COUNTY, SOUTH CAROLINA**

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

\_\_\_\_\_  
Its: \_\_\_\_\_

**LESSEE: HOLLY SPRINGS FIRE DEPARTMENT, INC.**

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

\_\_\_\_\_  
Its: \_\_\_\_\_

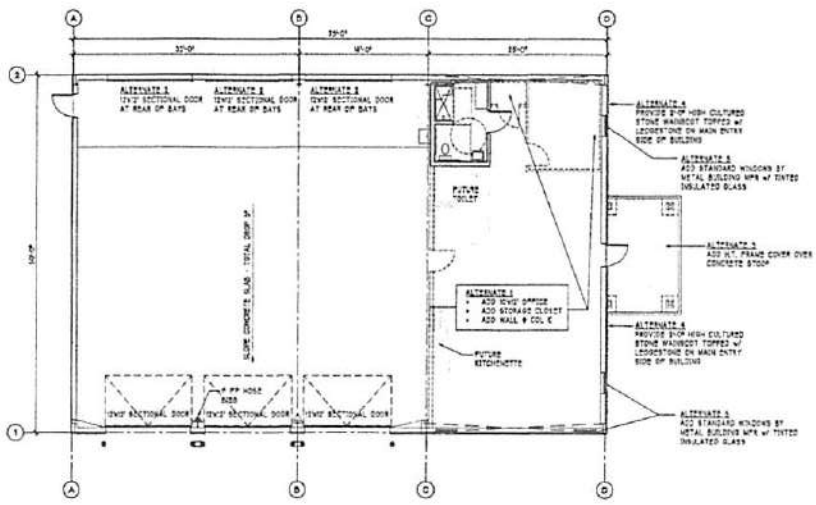
EXHIBIT A

LESSOR PROPERTY AND LEASE PREMISES

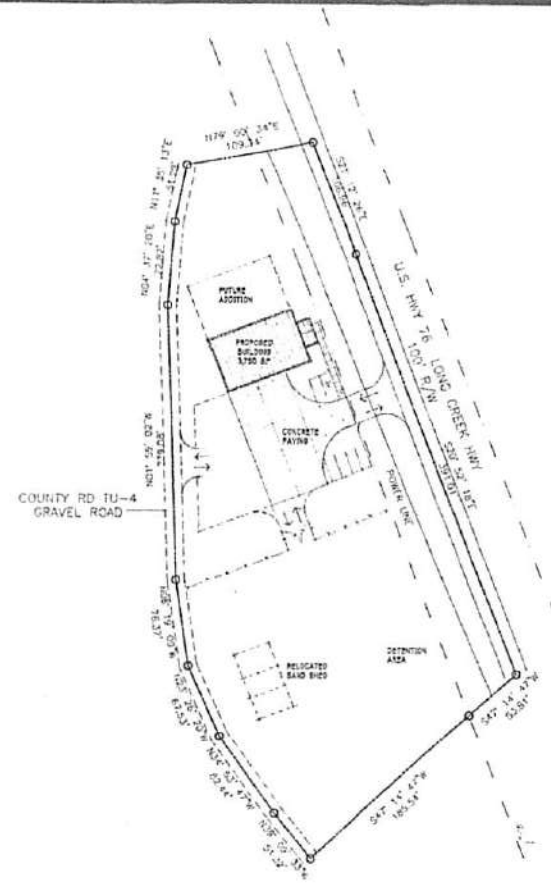
*[See attached]*

DRAFT

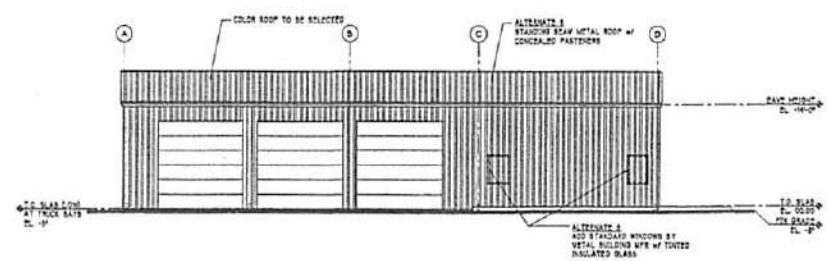
71



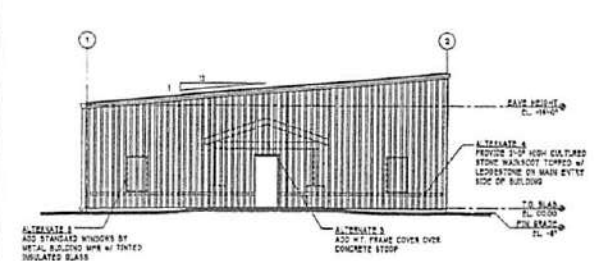
B1 | PRELIMINARY FLOOR PLAN - 3,750 SF | 1/8"



B4 | SITE PLAN | 1"=50'



A1 | TRUCK BAY ELEVATION | 1/8"



A4 | ENTRY ELEVATION | 1/8"

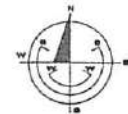


REVISIONS	
DATE	DESCRIPTION
3 MAR 12	GENERAL REVISIONS

This drawing is an outgrowth of the preliminary design and is not to be used for construction. It is subject to change without notice and is not to be used for any other purpose without the written consent of the architect.

ARD, WOOD, HOLCOMBE & SLATE, INC.  
ARCHITECTS AND PLANNERS  
100 W. HARRISON STREET  
FAYETTEVILLE, NC 28404  
PHONE: 704.336.1111  
WWW.ARDWOODHOLCOMBEANDSLATE.COM

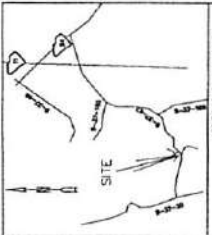
PRELIMINARY DESIGN  
NEW PROJECT FOR  
**FIRE DEPARTMENT  
LONGCREK**  
COUNCIL, SOUTH CAROLINA



REV	DATE	BY
1	1202-12-18	WHS
2	27 FEB 12	WHS

**P-101**  
DRAWING NUMBER



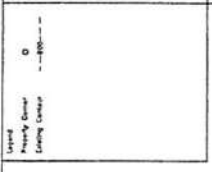


# Preliminary Site Plan For Oconee County Fire Substation Long Creek

NO.	DATE	REVISION DESCRIPTION	BY	CD

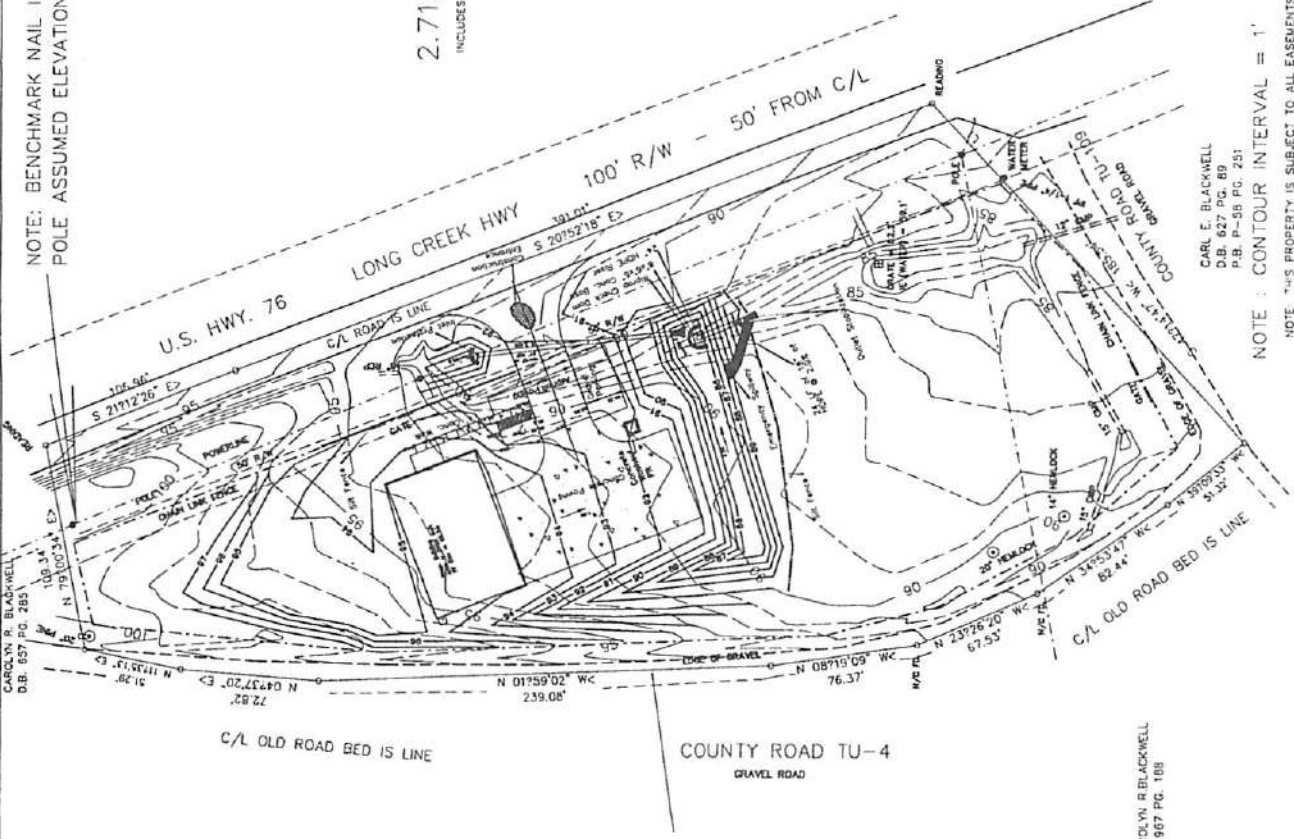
**CEDS**  
 800 Peachtree Street, N.E.  
 Suite 1400  
 Atlanta, GA 30309  
 Phone: 404-525-0000  
 Fax: 404-525-0001  
 www.ceds.com

LEAD DESIGN PROJ.	03-0000
DATE	03/14/00
DRWN	
PROJECT NUMBER	E17-78
	C1

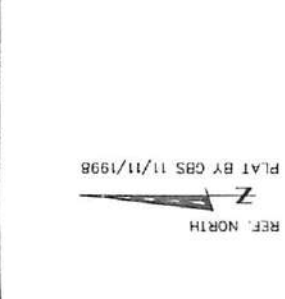


NOTE: BENCHMARK NAIL IN POWER  
 POLE ASSUMED ELEVATION = 101.5'

2.716 AC.  
 INCLUDES ALL R/W'S



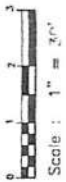
NOTE: CONTOUR INTERVAL = 1'  
 NOTE: THIS PROPERTY IS SUBJECT TO ALL EASEMENTS & R/W'S OF RECORD.



LINE	BEARING	DISTANCE
L1	S 47°14'47" W	53.61'

JIMMY E. BLACKWELL  
 D.B. 8-Z P.C. 368

CAROLYN R. BLACKWELL  
 D.B. 9-67 P.C. 188



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2026-09**

**ORDINANCE 2026-09 AN ORDINANCE TO AMEND ORDINANCE 2025-01, THE BUDGET FOR OCONEE COUNTY, WHICH PROVIDES FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE STATE ACCOMMODATIONS TAX SPECIAL REVENUE FUND, FOR THE LOCAL ACCOMMODATIONS TAX SPECIAL REVENUE FUND, FOR THE COMMUNITY HEALTH AND COMMUNITY SERVICES SPECIAL REVENUE FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, FOR THE PARKS, RECREATION, AND TOURISM CAPITAL PROJECTS FUND, FOR THE FIRE / EMERGENCY SERVICES CAPITAL VEHICLE AND EQUIPMENT FUND, FOR THE GENERAL ONE TIME CAPITAL FUND, AND FOR THE DEBT SERVICE FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026.**

**BE IT ORDAINED**, by the County Council for Oconee County, South Carolina, in meeting duly assembled, that:

**SECTION I:**

**“AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY, AND PROVIDE FOR THE LEVY OF TAXES WHICH PROVIDES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE STATE ACCOMMODATIONS TAX SPECIAL REVENUE FUND, FOR THE LOCAL ACCOMMODATIONS TAX SPECIAL REVENUE FUND, FOR THE COMMUNITY HEALTH AND COMMUNITY SERVICES SPECIAL REVENUE FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, FOR THE PARKS, RECREATION, AND TOURISM CAPITAL PROJECTS FUND, FOR THE FIRE / EMERGENCY SERVICES CAPITAL VEHICLE AND EQUIPMENT FUND, FOR THE GENERAL ONE TIME CAPITAL FUND, AND FOR THE DEBT SERVICE FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026”**, Ordinance 2025-01, is hereby amended and modified to:

- 1) Authorize the transfer of \$3,385,904 of the proceeds from the 2023 General Obligation Bond proceeds from the 012 Capital Projects Fund to the 315 Economic Development Fund, reimbursing qualifying prior-year expenditures incurred in the 315 Economic Development Capital Projects Fund.

- 2) Authorize a transfer of \$500,000 in available net position from the 017 Rock Quarry Enterprise Fund to the General Fund.
- 3) Appropriate fund balance of \$20,000 for payout of a retiring Visit Oconee employee's sick pay and a portion of the South Cove Park pickle ball courts construction from within the 230 State Accommodations Tax Special Revenue Fund.
- 4) Appropriate fund balance of \$580,000 for a portion of the South Cove Park pickle ball courts construction from within the 235 Local Accommodations Tax Special Revenue Fund.
- 5) Recognize SC National Heritage Corridor Grant revenue in the amount of \$24,628 for the High Falls Park fishing dock in the 235 Local Accommodations Tax Special Revenue Fund.
- 6) Recognize SC National Heritage Corridor Grant revenue in the amount of \$20,000 for the South Cove Park fishing dock in the 235 Local Accommodations Tax Special Revenue Fund.
- 7) Recognize SC National Heritage Corridor Grant revenue in the amount of \$14,372 for the South Cove Park kayak dock in the 235 Local Accommodations Tax Special Revenue Fund.
- 8) Authorize a transfer of \$1,413,500 in available fund balance from the 250 Tri-County Technical College Special Revenue Fund to the General Fund.
- 9) Appropriate fund balance of \$86,500 for feasibility study for a potential Tri-County Technical College forestry and workforce-related facility associated with the Oconee Industry and Technology Park from within the 250 Tri-County Technical College Special Revenue Fund.
- 10) Authorize a transfer of \$430,000 in available fund balance from the 275 Community Health & Human Services Special Revenue Fund to the General Fund.
- 11) Authorize a transfer of \$3,385,904 in available fund balance from the 315 Economic Development Capital Projects Fund to the General Fund. Funds available due to the 2023 GO Bond reimbursement of prior year expenditures.
- 12) Authorize a transfer of \$1,783,376 in available fund balance from the 315 Economic Development Capital Projects Fund to the General Fund. Funds available due to the OJRSA refund of an overpayment.
- 13) Authorize a transfer of \$1,000,000 in available fund balance from the 315 Economic Development Capital Projects Fund to the General Fund.

- 14) Authorize a transfer of \$1,000,000 in available fund balance from the 325 Capital Equipment & Vehicle Capital Projects Fund to the General Fund.
- 15) Appropriate fund balance of \$200,000 for the purchase of ballistic capital equipment for the Sheriff's Department from within the 325 Capital Equipment and Vehicle Capital Projects Fund.
- 16) Appropriate fund balance of \$80,597 for the purchase of a Kubota tractor including attachments for the Airport from within the 325 Capital Equipment and Vehicle Capital Projects Fund.
- 17) Appropriate fund balance of \$10,134 for the Solid Waste horizontal grinder equipment repairs in the 325 Capital Equipment and Vehicle Capital Projects Fund.
- 18) Appropriate fund balance of \$879,010 for a portion of the South Cove Park pickle ball courts construction from within the 330 PRT Capital Projects Fund.
- 19) Appropriate fund balance of \$70,990 for a concrete slab foundation for the pre-engineered metal maintenance building at Chau Ram Park from within the 330 PRT Capital Projects Fund.
- 20) Authorize a transfer of \$1,000,000 in available fund balance from the 335 Fire/Emergency Services Capital Projects Fund to the General Fund.
- 21) Appropriate fund balance of \$96,669 for the refurbishment of the Sutphen fire truck from within the 335 Fire/Emergency Services Capital Projects Fund.
- 22) Authorize a transfer of \$1,000,000 in available fund balance from the 340 Capital Request Fund to the General Fund.
- 23) Appropriate fund balance of \$16,870 for repairs related to the Detention Center's bar screen from within the 340 Capital Request Capital Projects Fund.
- 24) Appropriate fund balance of \$60,845 for PAI Health Insurance Administrative Runout for May and June from within the General Fund.
- 25) Appropriate fund balance of \$31,122 for Retiree Supplement (Exhibit A) for May and June from within the General Fund.
- 26) Appropriate net position of \$1,436 for Retiree Supplement (Exhibit A) for May and June from within the 017 Rock Quarry Enterprise Fund.

**SECTION II:**

The 2025-2026 Oconee County Budget is hereby amended by adding the following, for the aforesated purposes:

**Fund: 010 General Fund**

Revenues and Funding Sources

Interfund Transfers from 017 Rock Quarry Enterprise Fund	\$ 500,000
Interfund Transfers from 250 Tri-County Technical College Special Revenue Fund	1,413,500
Interfund Transfers from 275 Community Health & Human Services Special Revenue Fund	430,000
Interfund Transfers from 315 Economic Development Capital Projects Fund	3,385,904
Interfund Transfers from 315 Economic Development Capital Projects Fund	1,783,376
Interfund Transfers from 315 Economic Development Capital Projects Fund	1,000,000
Interfund Transfers from 325 Capital Equipment & Vehicle Capital Projects Fund	1,000,000
Interfund Transfers from 335 Fire/Emergency Services Capital Projects Fund	1,000,000
Interfund Transfers from 340 Capital Requests Capital Projects Fund	1,000,000
Fund Balance	31,122
Fund Balance	60,845
	\$ 11,604,747

Appropriations

Fund Balance	\$ 11,512,780
Retiree Supplement (Exhibit A) for May and June	31,122
PAI Health Insurance Administrative Runout for May and June	60,845
	\$ 11,604,747

**Fund: 012 General Capital Projects Fund**

Revenues and Funding Sources

Fund Balance	\$ 3,385,904
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Appropriations

Interfund Transfers to 315 Economic Development Capital Projects Fund	\$ 3,385,904
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**Fund: 230 State Accommodations Tax Special Revenue Fund**

Revenues and Funding Sources

Fund Balance	\$ 20,000
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Appropriations

Oconee County ATAX Commission	\$ 17,377
Capital Improvements - Pickle Ball Courts	2,623
	\$ 20,000

**Fund: 235 Local Accommodations Tax Special Revenue Fund**

Revenues and Funding Sources

Fund Balance	\$ 580,000
SC National Heritage Corridor Grant Revenue - High Falls Park Fishing Dock	24,628
SC National Heritage Corridor Grant Revenue - South Cove Park Kayak Dock	14,372
SC National Heritage Corridor Grant Revenue - South Cove Park Fishing Dock	20,000
	\$ 639,000

<u>Appropriations</u>	
Capital Improvements - Pickle Ball Courts	\$ 639,000

**Fund: 250 Tri-County Technical College Special Revenue Fund**

<u>Revenues and Funding Sources</u>	
Fund Balance	\$ 1,413,500
Fund Balance	86,500
	<hr/> \$ 1,500,000

<u>Appropriations</u>	
Interfund Transfers to 010 General Fund	\$ 1,413,500
TCTC Special Projects Funding	86,500
	<hr/> \$ 1,500,000

**Fund: 275 Community Health & Human Services Special Revenue Fund**

<u>Revenues and Funding Sources</u>	
Fund Balance	\$ 430,000

<u>Appropriations</u>	
Interfund Transfers to 010 General Fund	\$ 430,000

**Fund: 315 Economic Development Capital Projects Fund**

<u>Revenues and Funding Sources</u>	
Fund Balance	\$ 1,783,376
Fund Balance	1,000,000
Interfund Transfers from 012 General Capital Projects Fund	3,385,904
	<hr/> \$ 6,169,280

<u>Appropriations</u>	
Interfund Transfers to 010 General Fund	\$ 1,783,376
Interfund Transfers to 010 General Fund	1,000,000
Interfund Transfers to 010 General Fund	3,385,904
	<hr/> \$ 6,169,280

**Fund: 325 Capital Equipment & Vehicle Capital Projects Fund**

<u>Revenues and Funding Sources</u>	
Fund Balance	\$ 1,000,000
Fund Balance	10,134
Fund Balance	200,000
Fund Balance	80,597
	<hr/> \$ 1,290,731

<u>Appropriations</u>	
Interfund Transfers to 010 General Fund	\$ 1,000,000
Administrator - Capital Vehicles	10,134
Sheriff - Capital Equipment	200,000
Airport - Capital Equipment	80,597
	<hr/> \$ 1,290,731

**Fund: 330 PRT Capital Projects Fund**

Revenues and Funding Sources

Fund Balance	\$ 879,010
Fund Balance	70,990
	<hr/>
	\$ 950,000

Appropriations

South Cove Park - Capital Improvements-Pickle Ball Courts	\$ 879,010
Chau Ram Park - Capital Improvements - Concrete Slab Foundation	70,990
	<hr/>
	\$ 950,000

**Fund: 335 Fire/Emergency Services Capital Projects Fund**

Revenues and Funding Sources

Fund Balance	\$ 1,000,000
Fund Balance	96,669
	<hr/>
	\$ 1,096,669

Appropriations

Interfund Transfers to 010 General Fund	\$ 1,000,000
Emergency Services - Vehicle Maintenance	96,669
	<hr/>
	\$ 1,096,669

**Fund: 340 Capital Requests Capital Projects Fund**

Revenues and Funding Sources

Fund Balance	\$ 1,000,000
Fund Balance	16,870
	<hr/>
	\$ 1,016,870

Appropriations

Interfund Transfers to 010 General Fund	\$ 1,000,000
Detention Center - Maintenance Buildings/Grounds-Bar Screen	16,870
	<hr/>
	\$ 1,016,870

**Fund: 017 Rock Quarry Enterprise Fund**

Revenues and Funding Sources

Net Position	\$ 510,436
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Appropriations

Interfund Transfers to 010 General Fund	\$ 500,000
Retiree Supplement (Exhibit A) for May and June	1,436
	<hr/>
	\$ 510,436

**SECTION III:**

In the aggregate, the adopted fiscal year 2025-2026 budget, prior to these amendments stands at:

**Governmental Funds - Original FY25-26 Budget Ordinance 2025-01**

**Fund: 010 General Fund**

Budgetary Revenues and Other Financing Sources	\$ 66,335,544
Budgetary Expenditures and Other Financing Uses	66,335,544
Budgetary Change in Fund Balance (Increase/(Decrease))	\$ -

**Fund: 012 General Capital Projects Fund**

Budgetary Revenues and Other Financing Sources	\$ -
Budgetary Expenditures and Other Financing Uses	-
Budgetary Change in Fund Balance (Increase/(Decrease))	\$ -

**Fund: 230 State Accommodations Tax Special Revenue Fund**

Budgetary Revenues and Other Financing Sources	\$ 592,576
Budgetary Expenditures and Other Financing Uses	592,576
Budgetary Change in Fund Balance (Increase/(Decrease))	\$ -

**Fund: 235 Local Accommodations Tax Special Revenue Fund**

Budgetary Revenues and Other Financing Sources	\$ 1,107,000
Budgetary Expenditures and Other Financing Uses	1,107,000
Budgetary Change in Fund Balance (Increase/(Decrease))	\$ -

**Fund: 250 Tri-County Technical College Special Revenue Fund**

Budgetary Revenues and Other Financing Sources	\$ 3,260,042
Budgetary Expenditures and Other Financing Uses	3,260,042
Budgetary Change in Fund Balance (Increase/(Decrease))	\$ -

**Fund: 275 Community Health & Human Services Special Revenue Fund**

Budgetary Revenues and Other Financing Sources	\$ 5,170,709
Budgetary Expenditures and Other Financing Uses	5,170,709
Budgetary Change in Fund Balance (Increase/(Decrease))	\$ -

**Fund: 315 Economic Development Capital Projects Fund**

Budgetary Revenues and Other Financing Sources	\$ 2,401,096
Budgetary Expenditures and Other Financing Uses	1,801,096
Budgetary Change in Fund Balance (Increase/(Decrease))	* \$ 600,000

**Fund: 325 Capital Equipment & Vehicle Capital Projects Fund**

Budgetary Revenues and Other Financing Sources	\$ 1,740,018
Budgetary Expenditures and Other Financing Uses	1,740,018
Budgetary Change in Fund Balance (Increase/(Decrease))	\$ -

**Fund: 330 PRT Capital Projects Fund**

Budgetary Revenues and Other Financing Sources	\$	728,269
Budgetary Expenditures and Other Financing Uses		728,269
Budgetary Change in Fund Balance (Increase/(Decrease))	\$	-

**Fund: 335 Fire/Emergency Services Capital Projects Fund**

Budgetary Revenues and Other Financing Sources	\$	1,456,538
Budgetary Expenditures and Other Financing Uses		1,456,538
Budgetary Change in Fund Balance (Increase/(Decrease))	\$	-

**Fund: 340 Capital Requests Capital Projects Fund**

Budgetary Revenues and Other Financing Sources	\$	1,456,538
Budgetary Expenditures and Other Financing Uses		1,337,823
Budgetary Change in Fund Balance (Increase/(Decrease))	** \$	118,715

**Enterprise Fund - Original FY25-26 Budget Ordinance 2025-01**

**Fund: 017 Rock Quarry Enterprise Fund**

Budgetary Revenues	\$	10,050,000
Budgetary Expenses		9,490,232
Budgetary Transfers		1,500,000
Budgetary Transfer to Net Position for Land Acquisition		250,000
Budgetary Change in Net Position (Increase/(Decrease))	\$	(1,190,232)

As so amended, herein, the new amended budget will be:

**Governmental Funds - Amended Budget**

**Fund: 010 General Fund**

Budgetary Revenues and Other Financing Sources	\$	66,335,544
Interfund Transfers from 017 Rock Quarry Enterprise Fund		500,000
Interfund Transfers from 250 Tri-County Technical College Special Revenue Fund		1,413,500
Interfund Transfers from 275 Community Health & Human Services Special Revenue Fund		430,000
Interfund Transfers from 315 Economic Development Capital Projects Fund		3,385,904
Interfund Transfers from 315 Economic Development Capital Projects Fund		1,783,376
Interfund Transfers from 315 Economic Development Capital Projects Fund		1,000,000
Interfund Transfers from 325 Capital Equipment & Vehicle Capital Projects Fund		1,000,000
Interfund Transfers from 335 Fire/Emergency Services Capital Projects Fund		1,000,000
Interfund Transfers from 340 Capital Requests Capital Projects Fund		1,000,000
Budgetary Expenditures and Other Financing Uses		66,335,544
Retiree Supplement (Exhibit A) for May and June		31,122
PAI Health Insurance Administrative Runout for May and June		60,845
Budgetary Change in Fund Balance (Increase/(Decrease))	\$	11,420,813

**Fund: 012 General Capital Projects Fund**

Budgetary Revenues and Other Financing Sources	\$	-
Budgetary Expenditures and Other Financing Uses		-
Interfund Transfers to 315 Economic Development Capital Projects Fund		3,385,904
Budgetary Change in Fund Balance (Increase/(Decrease))	\$	(3,385,904)

**Fund: 230 State Accommodations Tax Special Revenue Fund**

Budgetary Revenues and Other Financing Sources	\$	592,576
Budgetary Expenditures and Other Financing Uses		592,576
Oconee County ATAX Commission		17,377
Capital Improvements - Pickle Ball Courts		2,623
Budgetary Change in Fund Balance (Increase/(Decrease))	\$	(20,000)

**Fund: 235 Local Accommodations Tax Special Revenue Fund**

Budgetary Revenues and Other Financing Sources	\$	1,107,000
SC National Heritage Corridor Grant Revenue - High Falls Park Fishing Dock		24,628
SC National Heritage Corridor Grant Revenue - South Cove Park Kayak Dock		14,372
SC National Heritage Corridor Grant Revenue - South Cove Park Fishing Dock		20,000
Budgetary Expenditures and Other Financing Uses		1,107,000
Capital Improvements - Pickle Ball Courts		639,000
Budgetary Change in Fund Balance (Increase/(Decrease))	\$	(580,000)

**Fund: 250 Tri-County Technical College Special Revenue Fund**

Budgetary Revenues and Other Financing Sources	\$	3,260,042
Budgetary Expenditures and Other Financing Uses		4,760,042
TCTC Special Projects Funding		86,500
Interfund Transfers to 010 General Fund		1,413,500
Budgetary Change in Fund Balance (Increase/(Decrease))	\$	(1,500,000)

**Fund: 275 Community Health & Human Services Special Revenue Fund**

Budgetary Revenues and Other Financing Sources	\$	5,170,709
Budgetary Expenditures and Other Financing Uses		5,170,709
Interfund Transfers to 010 General Fund		430,000
Budgetary Change in Fund Balance (Increase/(Decrease))	\$	(430,000)

**Fund: 315 Economic Development Capital Projects Fund**

Budgetary Revenues and Other Financing Sources	\$	2,401,096
Interfund Transfers from 012 General Capital Projects Fund		3,385,904
Budgetary Expenditures and Other Financing Uses		1,801,096
Interfund Transfers to 010 General Fund		1,783,376
Interfund Transfers to 010 General Fund		1,000,000
Interfund Transfers to 010 General Fund		3,385,904
Budgetary Change in Fund Balance (Increase/(Decrease))	* \$	(2,183,376)

**Fund: 325 Capital Equipment & Vehicle Capital Projects Fund**

Budgetary Revenues and Other Financing Sources	\$	1,740,018
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Budgetary Expenditures and Other Financing Uses	1,740,018
Administrator - Capital Vehicles	10,134
Sheriff - Capital Equipment	200,000
Airport - Capital Equipment	80,597
Interfund Transfers to 010 General Fund	1,000,000
Budgetary Change in Fund Balance (Increase/(Decrease))	\$ (1,290,731)

**Fund: 330 PRT Capital Projects Fund**

Budgetary Revenues and Other Financing Sources	\$ 728,269
Budgetary Expenditures and Other Financing Uses	728,269
South Cove Park - Capital Improvements-Pickle Ball Courts	879,010
Chau Ram Park - Capital Improvements - Concrete Slab Foundation	70,990
Budgetary Change in Fund Balance (Increase/(Decrease))	\$ (950,000)

**Fund: 335 Fire/Emergency Services Capital Projects Fund**

Budgetary Revenues and Other Financing Sources	\$ 1,456,538
Budgetary Expenditures and Other Financing Uses	1,456,538
Emergency Services - Vehicle Maintenance	96,669
Interfund Transfers to 010 General Fund	1,000,000
Budgetary Change in Fund Balance (Increase/(Decrease))	\$ (1,096,669)

**Fund: 340 Capital Requests Capital Projects Fund**

Budgetary Revenues and Other Financing Sources	\$ 1,456,538
Budgetary Expenditures and Other Financing Uses	1,337,823
Detention Center - Maintenance Buildings/Grounds-Bar Screen	16,870
Interfund Transfers to 010 General Fund	1,000,000
Budgetary Change in Fund Balance (Increase/(Decrease))	** \$ (898,155)

**Enterprise Fund - Amended Budget**

**Fund: 017 Rock Quarry Enterprise Fund**

Budgetary Revenues	\$ 10,050,000
Budgetary Expenses	9,490,232
Retiree Supplement (Exhibit A) for May and June	1,436
Budgetary Transfers	1,500,000
Interfund Transfers to 010 General Fund	500,000
Budgetary Transfer to Net Position for Land Acquisition	250,000
Budgetary Change in Net Position (Increase/(Decrease))	\$ (1,691,668)

**SECTION IV:**

Except as specifically modified, amended or deleted herein, all appropriations of funds created by the “**AN ORDINANCE TO AMEND ORDINANCE 2025-01, THE BUDGET FOR OCONEE COUNTY, WHICH PROVIDES FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE STATE ACCOMMODATIONS TAX SPECIAL REVENUE FUND, FOR THE LOCAL ACCOMMODATIONS TAX SPECIAL REVENUE FUND, FOR THE COMMUNITY HEALTH AND COMMUNITY SERVICES SPECIAL REVENUE FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, FOR THE PARKS, RECREATION, AND TOURISM CAPITAL PROJECTS FUND, FOR THE FIRE / EMERGENCY SERVICES CAPITAL VEHICLE AND EQUIPMENT FUND, FOR THE GENERAL ONE TIME CAPITAL FUND, AND FOR THE DEBT SERVICE FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026**”, Ordinance 2026-09, are hereby ratified and shall remain in full force and effect as originally adopted. All other sections of Ordinance 2025-01 not modified, directly or by implication shall likewise remain in full force and effect. This ordinance shall take effect immediately on approval on third reading. All ordinances and resolutions inconsistent herewith are, to the extent of such inconsistency only, hereby revoked, repealed, and rescinded.

Passed and approved this day, \_\_\_\_\_, of \_\_\_\_\_ 2026.

OCONEE COUNTY, SOUTH CAROLINA

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Matthew Durham, Council Chairman  
Oconee County, South Carolina

ATTEST

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Jennifer C. Adams  
Clerk to County Council

First Reading (Title Only): April 7, 2026  
Second Reading:  
Public Hearing:  
Third & Final Reading:

## EXHIBIT A

### AMENDMENTS TO OCONEE COUNTY'S POLICY REGARDING RETIREE *[HEALTH]* BENEFITS

**THESE PROVISIONS ARE SUBJECT TO CHANGE, AND OCONEE COUNTY'S ABILITY TO FUND THESE BENEFITS CAN BE IMPACTED BY FISCAL CHALLENGES AND LEGISLATIVE CHANGES. DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THE BENEFITS, AS DESCRIBED HEREIN, MAY BE DEEMED UNSUSTAINABLE AT SOME FUTURE TIME. THE RETIREE BENEFITS DESCRIBED HEREIN ARE DISCRETIONARY ON THE PART OF THE COUNTY AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT FOR THESE BENEFITS TO BE PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY PARTICULAR TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES. ALL BENEFITS DESCRIBED HEREIN ARE ALWAYS SUBJECT TO ANNUAL APPROPRIATIONS BY THE OCONEE COUNTY COUNCIL.**

1. To the extent there are any inconsistencies between the provisions contained herein and the provisions of "EXHIBIT A" to Ordinance 2026-09, including as adopted by and incorporated in the annual budget ordinances for Oconee County, South Carolina, the provisions herein supersede and replace such provisions, which are hereby revoked and repealed.
2. Oconee County (the "County") acting by and through the Oconee County Council ("County Council") has historically paid a percentage of the total cost of health benefits for certain retirees of Oconee County.
3. **Grandfathered Employees:**
  - a. "Grandfathered Employees" are those employees of Oconee County who had at least twenty (20) consecutive years of full-time employment for Oconee County as of December 31, 2013.
  - b. As the County has transitioned from its prior self-insured health plan ("Former County Plan") to the South Carolina State Insurance Benefits Program offered by the South Carolina Public Employee Benefit Authority, neither Grandfathered Employees nor their spouses may participate in the Former County Plan.
  - c. Once a Grandfathered Employee retires and reaches age 65 or when they become Medicare eligible, whichever occurs first, they will receive a supplemental payment (the "Supplement").
  - d. The Supplement:
    - i. The County desires to contribute the Supplement on a monthly basis to

- all Grandfathered Employees when they retire and reach 65 years of age or when they become Medicare eligible, whichever occurs first.
- ii. Therefore, effective May 1, 2026 the County will begin contributing the Supplement on a monthly basis in the amount of \$239.40 per eligible retired Grandfathered Employee or \$478.80 per month if the eligible retired Grandfathered Employee is married and the spouse was covered under the Former County Plan.

4. **Non-Grandfathered Employees.**

- a. “Non-Grandfathered Employees” are those employees of Oconee County hired prior to December 31, 2003, who complete 20 years of consecutive employment for Oconee County, but who do not qualify as Grandfathered Employees.
  - b. As the County has transitioned from the Former County Plan to the South Carolina State Insurance Benefits Program offered by the South Carolina Public Employee Benefit Authority, neither Non-Grandfathered Employees nor their spouses may participate in the Former County Plan.
  - c. Once a Non-Grandfathered Employee retires and reaches age 65 or when they become Medicare eligible, whichever occurs first, they will receive a supplemental payment (the “Supplement”)
  - d. The Supplement:
    - i. The County desires to contribute the Supplement on a monthly basis to all Non-Grandfathered Employees when they retire and reach 65 years of age or when they become Medicare eligible, whichever occurs first
    - ii. Therefore, effective May 1, 2026 the County will begin contributing the Supplement on a monthly basis in the amount of \$239.40 per eligible retired Grandfathered Employee. No Supplement will be provided the spouses of Non-Grandfathered Employees.
5. For all groups (Grandfathered and Non-Grandfathered), identified in these guidelines, only actual Oconee County employment time is considered for the purpose of determining contributions by Oconee County. No purchased service time of any kind will be considered for any group for purposes of retiree health benefits from Oconee County.

## **Summary:**

### **Grandfathered Employees**

- Must have 20 consecutive years of County employment as of December 31, 2013.
- When retired and having reached age 65 or upon Medicare eligibility, whichever occurs first, a monthly Supplement in the amount of \$239.40 for Retiree or \$478.80 for Retiree/Spouse will be contributed under this ordinance to the subject persons.

### **Non-Grandfathered Employees**

- Must have 20 consecutive years County employment and hired before December 31, 2003.
- When retired and having reached age 65 or upon Medicare eligibility, whichever occurs first, a monthly Supplement in the amount of \$239.40 for Retiree will be contributed under this ordinance to the subject persons. Spouses receive no Supplement.

# TRI-COUNTY TECHNICAL COLLEGE



D. Galen DeHay, Ph.D.  
President

March 25, 2026

Honorable Matthew Durham  
Chairman, Oconee County Council  
415 S. Pine Street  
Walhalla, SC 29691

Mr. Stewart Jones  
County Administrator  
Oconee County  
415 S. Pine Street  
Walhalla, SC 29691

Dear Chairman Durham and Mr. Jones:

I am writing to respectfully request your approval for Tri-County Technical College (TCTC) to utilize \$86,500 from the TCTC fund balance (Account 250-095-00171-00010) to finance the attached proposal from McMillan Pazdan Smith (MPS) to conduct a feasibility study for a potential forestry and workforce-related facility associated with the Oconee Industry and Technology Park. The scope of this study also includes the potential location of the Oconee Economic Alliance in the facility.

The proposed scope of work is limited strictly to a feasibility study and does not constitute authorization for design development, construction, or capital investment. The intent of this effort is to provide objective analysis and decision-support information to determine whether the concept merits further consideration by TCTC, Oconee County, and potential partners.

As outlined in the attached proposal dated January 28, 2026, the feasibility study will evaluate the physical, operational, and financial viability of an envisioned facility that may include forestry technician apprenticeship training space, co-located office space for the Oconee Economic Alliance, shared community meeting space, and associated outdoor instructional elements. Key components of the study include site analysis, space programming, co-location feasibility, conceptual architectural options, preliminary cost modeling, delivery timeline considerations, and alignment with economic and workforce development goals.

This study offers several potential benefits to Oconee County and the region, including:

- Informed decision-making prior to any long-term commitments
- Stronger alignment with forestry, natural resources, and industry-driven workforce needs
- Enhanced coordination with economic development and business attraction efforts
- Sound fiscal stewardship before pursuing external funding or capital investment

The proposed lump sum fee of \$86,500, inclusive of reimbursable expenses, would be funded solely through TCTC's fund balance and would not require a county appropriation. Findings from the study would be shared with Oconee County leadership and relevant stakeholders upon completion.

Tri-County Technical College values its strong partnership with Oconee County and remains committed to transparency, collaboration, and responsible planning. Your approval will allow us to proceed with this feasibility study and ensure that any future discussions regarding facilities or programs are grounded in sound analysis and shared priorities.

Please do not hesitate to contact me should you have questions or require additional information. Thank you for your continued support of workforce and economic development initiatives in Oconee County.

Sincerely,



Galen DeHay, Ph.D.  
President  
Tri-County Technical College



January 28, 2026

Galen DeHay, President  
Tri-County Technical College  
Pendleton, SC 29670

Stewart Jones, Oconee County Administrator

**RE: Feasibility Study – Oconee Campus Facility**

Dear Galen and Stewart,

McMillan Pazdan Smith (MPS) is pleased to continue to work with Tri-County Technical College, Oconee County and its industry partners on the growth and development of the Oconee Industry and Technology Park. At MPS we believe in a collaborative, multidisciplinary approach to placemaking, and we are excited to be part of the process. Throughout the design process, we will work collaboratively with the client and other stakeholders to ensure that all voices are heard, and the best ideas are realized. The scope and associated fees outlined below have been tailored to our understanding of your priorities.

**Scope of Services**

TCTC has requested that McMillan Pazdan Smith conduct a feasibility study that evaluates the physical, operational, and financial viability of the envisioned facility and provides recommended design pathways. The study should be grounded in the following program elements:

- Forestry Technician Apprenticeship Training space
- Office space for the Oconee Alliance
- Community room
- Outdoor space for a scaled version of Top of the Tunnels

The current scope of work includes the following assumptions:

- Original site and topographic plans will be provided to McMillan Pazdan Smith from Thomas & Hutton

1. Visioning and Programming

MPS will host a programming meeting to define project goals, space needs and site programming.

2. Programming and Initial Co-location Feasibility

The Project Team will work collaboratively to provide initial program summary and preliminary opinions of cost to analyze early project costs.

3. Conceptual Design and Response Process

The Project Team will work collaboratively to develop design strategies and concepts defined by the Visioning meeting and prepare a conceptual master plan that illustrates the general

Project arrangement and approach. The design team will then present the conceptual master plan to the Owner and additional stakeholders (Tri County Technical College, Oconee County, and others as identified) for review and comment.

4. Conceptual Design Refinement Process:  
The Project Team will work collaboratively to refine the design concepts, project cost opinions, project delivery and schedule recommendations in order to prepare a final deliverable package for the Owner's use.

## Desired Outcomes of the Study

The feasibility study should deliver the following outcomes:

1. Site Analysis & Suitability
2. Space Program & Functional Requirements
3. Co-Location Feasibility with Oconee Alliance
4. Conceptual Architectural Options
5. Cost Modeling & Funding Alignment
6. Timeline & Project Delivery Recommendations
7. Alignment with Economic & Workforce Goals

## Deliverables

1. We anticipate the following final deliverables:
  - a. Written feasibility report
  - b. Space program and site analysis diagrams
  - c. Conceptual architectural drawings (floor plans, site plan, elevations/massing)
  - d. Preliminary cost model
  - e. Presentation of findings to TCTC leadership and key partners

## Schedule

1. As soon as practicable after receipt of a written notice to proceed, MPS will submit for the Owner's approval a schedule for the performance of the Architect's services including milestones dates.

## Fee

We propose a lump sum fee of \$86,500.00 including reimbursable expenses.

MPS will invoice monthly, reflecting the percentages of work completed.

Thank you again for your time to discuss your needs, and for the opportunity to propose on this project. On behalf of McMillan Pazdan Smith, I want to extend our appreciation of the opportunity to continue to support Tri-County Technical College and Oconee County as each continues to focus on quality of life, education, workforce, and business attraction. Should you have any questions, do not hesitate to contact me at (864) 603-5290 or via email at [jgarvin@mcmillanpazdansmith.com](mailto:jgarvin@mcmillanpazdansmith.com)



1/28/26

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Jonathan Garvin, AIA, NCARB, WELL AP  
Senior Associate

DATE

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Galen DeHay  
President – Tri-County Technical College

DATE

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2026-10**

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO BLUE RIDGE ELECTRIC COOPERATIVE, INC. FOR THE PURPOSE OF UTILITY INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT PROPERTY OWNED BY OCONEE COUNTY AND LOCATED AT 15026 WELLS HIGHWAY, SENECA, SOUTH CAROLINA, SUCH PROPERTY CURRENTLY IDENTIFIED BY TAX PARCEL NUMBERS 268-00-03-104 AND 268-00-03-089; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, owns certain property located at 150 School House Road, Westminster, South Carolina (“County Property”);

**WHEREAS**, Blue Ridge Electric Cooperative, Inc. wishes to acquire from the County, and the County wishes to grant to Blue Ridge Electric Cooperative, Inc., certain easement rights for the construction, maintenance, alteration, and replacement of an electric line or lines, for overhead or underground electric transmission, distribution, and communication lines under and through certain portions of the County Property (collectively, the “Easement Rights”);

**WHEREAS**, the form, terms, and provisions of the easement agreement (the “Easement Agreement”) now before the Oconee County Council (“Council”), a copy of which is attached hereto as Exhibit A, are acceptable to the Council for the purpose of giving effect to the Easement Rights; and

**WHEREAS**, Section 4-9-30(2) of the South Carolina Code of Laws authorizes the County to transfer or otherwise dispose of interests in real property.

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

1. Council hereby approves the grant of the Easement Rights, subject to and in conformity with the provisions of the Easement Agreement.
2. The County Administrator is authorized to execute and deliver the Easement Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit A, with only such changes as are not materially adverse to the County.
3. The County Administrator is further authorized to execute and deliver any and all other documents or instruments on behalf of the County, as relate to the Easement Rights, in form and substance acceptable to the County Administrator.
4. Should any part of this Ordinance be deemed unconstitutional or otherwise

unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance.

5. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2025.

**ATTEST:**

---

Jennifer C. Adams  
Clerk to Oconee County Council

---

Matthew Durham  
Chair, Oconee County Council

First Reading: April 7, 2026  
Second Reading: April 21, 2026  
Third Reading: May 5, 2026  
Public Hearing: May 5, 2026

EXHIBIT A

[*Attached*]



0 150 300 450 600 750 900 1050 1200 1350 1500 1650 1800 1950 2100 2250 2400  
 US Feet



Parcels

**OCSCAO Parcel Layer Excerpt**  
 OCSCAO - NOVEMBER 2025



This map (or data product) was created by Oconee County South Carolina Assessor's Office (OCSCAO) and is solely intended to be used as a graphical representation. This map (or data product) is not intended to depict legal boundaries or to identify the lawful owner or current legal status of the subject property. The maps and data distributed by OCSCAO are derived from a variety of public and private sector sources considered to be dependable, but the accuracy, completeness, and currency thereof are not guaranteed. OCSCAO makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of the information or data contained in or generated from OCSCAO. The user acknowledges and accepts all inherent limitations of the maps and data, including the fact that the maps and data are in a constant state of maintenance, correction, and revision. The maps and associated data do not represent a survey and are not survey grade.

S/O # 1923439  
ACCT # 120048002  
JOB # 908468  
DATE \_\_\_\_\_

**ELECTRIC LINE RIGHT-OF-WAY EASEMENT**

STATE OF SOUTH CAROLINA )  
COUNTY OF Oconee )

Map No. \_\_\_\_\_  
Tax Map 268-00-03-104 d  
268-00-03-089

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) Stewart Jones  
as county administrator of Oconee County  
and our heirs, successors and assigns (hereinafter referred to as "Grantor") for good and valuable consideration from Blue Ridge Electric Cooperative, Inc., whose principal office is located in Pickens, South Carolina (hereinafter called the "Cooperative"), the receipt of which is hereby acknowledged, do hereby grant unto the Cooperative, its' successors, lessees and assigns, the perpetual right, privilege, and easement:

1. To go upon the tract of land of the Grantor, containing 57.28 + 5.00 = 62.28 acres, more or less, on Road(s) 150th Wells Hwy, situated about 2.5 miles in the SW direction from the town of Seneca, and being bounded by lands of Myers Feedley Investments LLC and \_\_\_\_\_.
2. To construct, reconstruct, locate, relocate, operate, maintain and repair in, upon, over, under and through said land, within the right-of-way strip such poles, structures, overhead and underground wires and other necessary fixtures, apparatuses and appliances, electrical distribution lines or systems, and any support structures and anchors located outside the right-of-way strip, for the purpose of distributing electricity by one or more circuits and of carrying wires of the Cooperative or any lessee thereof.  
The right-of-way strip is defined as: twenty feet on each side of the centerline of any overhead primary facilities, eight feet on each side of where only underground facilities are installed, and five feet on each side where only overhead service facilities are necessary;
3. To enter upon said land at any time for the purpose of inspecting said lines and facilities and making necessary repairs and alterations thereof;
4. To make such changes, alterations and substitutions in said lines, facilities or structures from time to time as the Cooperative deems advisable or expedient;
5. To keep and maintain, as the Cooperative deems necessary, a right-of-way clear of all structures, trees, stumps, roots, shrubbery and undergrowth along said lines, facilities or structures for a space of up to the right-of-way widths listed in Item 2;
6. If an overhead line is constructed, to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the right-of-way strip which, in the opinion of Grantee, might interfere with or fall upon the electric or communication facilities within the right-of-way strip.
7. To implement the following provisions: \_\_\_\_\_

The Grantor agrees that all lines, facilities, structures and related apparatuses and appliances installed on or in the above described land by the Cooperative or its representative(s) shall be and remain the property of the Cooperative, removable or replaceable at its option; and that the Grantor will not construct any structure within said right-of-way. The Grantor agrees that no wells shall be dug on said strip, that no septic tank, absorption pits, or underground storage tanks shall be placed on said strip, that no building or other structures shall be erected thereon; and that said strip shall not be used for burial grounds.

The Cooperative agrees that in locating or relocating and installing its structures and anchors, it will endeavor to take advantage of roadways, streets, ditches, hedgerows, etc., so as to cause the least interference to the Grantor's said land; and that if, in the construction of said lines, facilities or structures, any injury is necessarily done to crops, fences, bridges or roads, it will repair or replace such fences, bridges or roads, and will pay the Grantor for injury to such crops.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement unto the Cooperative, its successors and assigns, forever.

The Grantor covenants that he is the owner of the above described lands.  
IN WITNESS WHEREOF, Grantor has set his hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed, sealed, and delivered in the presence of:

> \_\_\_\_\_  
Witness Signature  
\_\_\_\_\_  
Print Witness Name  
\* \_\_\_\_\_  
Notary Signature  
\* \_\_\_\_\_  
Print Notary Name

X \_\_\_\_\_ (L.S.)  
Grantor  
Stewart Jones as county  
Print Name administrator of Oconee  
\_\_\_\_\_ (L.S.) County  
Grantor  
\_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

PROBATE

PERSONALLY appeared before me > \_\_\_\_\_ and made oath that (s)he was present and  
saw the within named Stewart Jones as county administrator of Oconee County  
SIGN, SEAL AND as his ACT AND DEED deliver the within written deed for the uses and purposes therein  
mentioned, and that (s)he with \* \_\_\_\_\_ witnessed the execution thereof. The  
subscribing witness is not a party to or beneficiary of the transaction.

SWORN TO AND SUBSCRIBED )  
before me this \_\_\_\_\_ day of )  
\* \_\_\_\_\_, 20\_\_\_\_\_. )

> \_\_\_\_\_  
Witness Signature

\* \_\_\_\_\_ (L.S.)  
Notary Public for \_\_\_\_\_  
\* My Commission Expires: \_\_\_\_\_  
PRINT NOTARY NAME  
\* \_\_\_\_\_

AND  
NOTARY SEAL

\*

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE April 7, 2026  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE [Brief Statement]:**

Council consideration to approve an inducement resolution and ordinance agreement between Project Deer and Oconee County to locate the project's North American manufacturing operations in Oconee County.

**BACKGROUND DESCRIPTION:**

Project Deer is a well-respected international manufacturer of metal parts for a strategically important, historic and growing business sector. Oconee County is one of several final locations being considered for this highly competitive project. The project is anticipated to have an expenditure of at least \$40 million and create at least 100 jobs. The Oconee Economic Alliance (OEA) has been working with the project since 4<sup>th</sup> Quarter 2025. The OEA and South Carolina Department of Commerce have recommended a comprehensive incentive package for the project that we hope will secure their commitment to locate in Oconee County. The OEA is recommending the following county incentives for the project:

1. The project's new real and personal property investment be taxed ad valorem which allow the company to receive the SC 5-Year Manufactures Abatement.
2. The project will receive two Special Source Revenue Credits (SSRC)
  - ✓ SSRC 1 is for 30-years and will be applied to the market value of the Project Deer's real and personal property so that the assessed value is equal to 6%.
  - ✓ SSRC 2 is for 30-years and applies to the ad valorem property taxes due. It provides an abatement of 75% for Years 1-7, 60% for Years 8-20 and 30% for Years 21-30.

**SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:**

- Project Deer is an impressive, financially strong and longstanding business that supports an industry sector that is critical to the health, safety and welfare of communities around the nation and world.
- Deer represents a significant commitment by the company to grow their operations in the U.S.
- The project has been extremely competitive and Oconee County is now among the finalist locations for it.
- The company is one that any county would love to have in their community.
- The project aligns well with Oconee County's workforce and business recruitment goals.

**FINANCIAL IMPACT [Brief Statement]:**

- The project is expected to generate an estimated \$3,085,754 in property taxes over the first 10 years, \$8,727,610 over 20 years and \$15,928,421 over 30 years. The estimate includes ad valorem tax and state reimbursement projections.
- The 5-Year SC Manufactures Abatement and SSRCs are estimated to provide Project Deer with a property tax reduction of \$7,410,322 over 30 years.

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

**Approved by:** \_\_\_\_\_ **Finance**

**ATTACHMENTS**

*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 2026-11**

**AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 4, CHAPTERS 1 AND 29, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED BY THE COUNTY AS PROJECT DEER, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES; PROVIDING FOR CERTAIN SPECIAL SOURCE REVENUE CREDITS; DESIGNATING CERTAIN PROPERTY TO BE INCLUDED IN A MULTI-COUNTY INDUSTRIAL PARK; AND OTHER RELATED MATTERS.**

WHEREAS, Oconee County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized and empowered under and pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 (“MCIP Act”) and Title 4, Chapter 29 (“Infrastructure Credit Act”) of the Code of Laws of the State of South Carolina, 1976, as amended (“Code”), to enter into agreements with one or more counties for the creation and operation of one or more joint-county industrial and business parks and to include within the boundaries of such parks the property of eligible companies whereby the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the MCIP Act, the County has formed or will form a multi-county industrial park with Pickens County, South Carolina (“Park”) governed by that certain Agreement for Development for Joint County Industrial And Business Park (Project Ruby Slipper) (“Park Agreement”); and

WHEREAS, the County is authorized by Section 4-1-175 of the MCIP Act to provide certain credits (“Special Source Revenue Credits” or “SSRC’s”) against FILOT Payments (as further defined herein) to provide reimbursement to companies in respect of investment in infrastructure enhancing the economic development of the County, including improvements to real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise, within the meaning of Section 4-29-68 of the Infrastructure Credit Act (“Infrastructure”); and

WHEREAS, [PROJECT DEER], a [STATE] [ENTITY], acting for itself or one or more current or future affiliated entities (collectively, the “Company”), all as further specified in the Special Source Revenue Credit Agreement (as further defined herein), is considering acquiring by construction or purchase certain land, buildings, improvements, furnishings, fixtures, machinery, apparatus, and equipment, for the purpose of establishing a manufacturing operation in the County (collectively, “Project”), which will result in a total investment of an expected Forty-Four Million Five Hundred and Fifty Thousand Dollars (\$44,550,000) in the County and the creation of an expected one hundred and seven (107) new, full-time jobs during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired and ending five (5) years after the last day of the Company’s first property tax year during which the Project is placed in service (“Investment Period”); and

WHEREAS, pursuant to the MCIP Act, the County has agreed to ensure the Project is placed in the Park or a suitable replacement multi-county industrial park, if not already so placed, for at least the full term of the Special Source Revenue Credit Agreement, and pursuant to the Park Agreement, the Company will be obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes that would otherwise have been due and payable but for the location of the Project within the Park (the “FILOT Payments”); and

WHEREAS, the State’s Coordinating Council on Economic Development (“CCED”) has or will approve a monetary grant of \$1,000,000 for the Project’s benefit, specifically to offset some of the costs associated with the Project (“State Grant”), the funds of which will be received and administered by the County or its affiliates, as grantee, in accordance with applicable law for the benefit of the Project; and

WHEREAS, the County Council has agreed, pursuant to the MCIP Act and the Infrastructure Credit Act, to reimburse certain Infrastructure expenditures made by the Company as part of the Project by providing two, separate and distinct Special Source Revenue Credits to the Company against FILOT Payments, all subject to the Company meeting its obligations to the County, as set forth more fully in that certain special source revenue credit agreement between the County and the Company presented to this meeting (the “Special Source Revenue Credit Agreement”) and further subject to the requirements of the Infrastructure Credit Act; and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and, that 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; that the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and

WHEREAS, based on the representations of the Company, the County has determined that the foregoing inducements to the Company along with other economic development incentives to be given to the Company by the State will, to a great degree of certainty, result in the acquisition and construction of the Project in the County and has determined to approve such incentives; and

WHEREAS, it appears that the Special Source Revenue Credit Agreement above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be approved, executed, and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by County Council, in meeting duly assembled, as follows:

**Section 1. Findings** Based on the representations of the Company as recited herein, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” as said term is referred to and defined in the Infrastructure Credit Act, and will subserve the purposes and in all respects conform to the provisions and requirements of the Infrastructure Credit 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. Authorization of Special Source Revenue Credit Agreement.** The form, terms, and provisions of the Special Source Revenue Credit Agreement, presented to this meeting as Exhibit A to this Ordinance and filed with the Clerk to County Council, are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Special Source Revenue Credit Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council be and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Special Source Revenue Credit Agreement in the name and on behalf of the County, and thereupon to cause the Special Source Revenue Credit Agreement to be delivered to the Company. The Special Source Revenue Credit Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of legal counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Special Source Revenue Credit Agreement now before this meeting.

**Section 3. Multi-County Park.** The County hereby acknowledges that the Project and all property comprising the Project (“Project Site”) are already located in the Park and agrees to use its commercially reasonable efforts to maintain the Project and the Project Site within the boundaries of the Park or another multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which provide, for all jobs created at the Project through the end of the Investment Period set forth in the Special Source Revenue Credit 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 SSRC’s set forth in the recitals of this Ordinance.

**Section 4. Authorization of County Officials.** The Chairman of County Council and the Clerk to County Council, and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

**Section 5. State Grant Administration.** The County shall administer the State Grant in accordance with applicable law, and immediately after receipt by the County and confirmation of the Company’s compliance with the terms and conditions of the State Grant shall provide the proceeds of such grant for the benefit of the Project and as further set forth in any applicable agreement, law, or regulation governing the use of such grant funds in connection with the Project.

**Section 6. Severability.** The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

**Section 7. General Repealer.** All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict only, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

**Section 8. Effective Date.** This Ordinance is effective upon its approval following a public hearing and three readings.

Done in meeting duly assembled: \_\_\_\_\_, 2026.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chairman of County Council  
Oconee County, South Carolina

ATTEST:

\_\_\_\_\_  
Jennifer C. Adams, Clerk to County Council  
Oconee County, South Carolina

First Reading:	April 7, 2026	(done)
Second Reading:	April 21, 2026	(tentative)
Third Reading:	June 3, 2026	(tentative)
Public Hearing:	June 3, 2026	(tentative)

**EXHIBIT A**

**FORM OF SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

**[ATTACHED]**

**SUMMARY OF CONTENTS OF  
SPECIAL SOURCE REVENUE CREDITS AGREEMENT**

The following is a summary of the key provisions of this SSRC Agreement. This summary is inserted for convenience only and does not constitute a part of this SSRC Agreement. It is qualified in its entirety by the terms and provisions of the SSRC Agreement. In the event of any inconsistency or discrepancy between this summary and the terms of the SSRC Agreement, the terms of the SSRC Agreement shall control.

<b>Company Name:</b>	<b>[PROJECT DEER]</b>	<b>Project Code Name:</b>	<b>Project Deer</b>
<b>Projected Investment:</b>	<b>\$44,550,000</b>	<b>Projected Jobs:</b>	<b>107 jobs</b>
<b>Location (street):</b>	<b>TBD</b>	<b>Tax Map No.:</b>	<b>TBD</b>
<b>1. SSRC</b>			
Number of Years:	30 years		
Details:	Credit 1: Maintains effective assessment rate at 6% Credit 2: 75% for Years 1 - 7 60% for years 8 - 20 30% for years 21 - 30		
Investment Requirement:	\$35,000,000		
Clawback information:	See Section 3.03		
<b>2. MCIP</b>			
Included in an MCIP:	Yes		
If yes, Name & Date:	Agreement for Development of a Joint County Industrial and Business Park (Project Ruby Slipper) with Pickens County, dated December 31, 2021, as amended		

## SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT (“Agreement”) is entered into as of \_\_\_\_\_, 2026, by and between [PROJECT DEER], a [STATE] [ENTITY] (collectively, the “Company”), and Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (“County”).

WITNESSETH:

**WHEREAS**, the County, acting by and through its County Council (“County Council”) is authorized by Title 4 of the Code of Laws of South Carolina 1976, as amended (“Code”), to provide special source revenue financing, secured by and payable solely from revenues of the County derived from payments in-lieu of taxes (“PILOT Payments” as further defined herein) pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, and Sections 4-1-170, 4-1-175 and 4-29-68 of the Code (the “Act”), for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding, among other things, the infrastructure serving the County or the project, and for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County;

**WHEREAS**, the Company, is considering the establishment, by purchase or development of certain Land (as defined below), buildings, furnishings, fixtures, machinery, apparatus, and equipment, of a facility in the County (“Project”). The Company anticipates that the Project will result in an investment of approximately Forty-Four Million Five Hundred and Fifty Dollars (\$44,550,000) in taxable property and the creation of approximately one hundred and seven (107) new, full-time jobs in the County, during the Investment Period (as defined below);

**WHEREAS**, the County and Pickens County, South Carolina have established a joint county industrial and business park (“Park”), pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code, within which Park the Project is or will be included;

**WHEREAS**, pursuant to the provisions of the Park Agreement (as defined herein), the owners of all property located within the Park are obligated to make or cause to be made PILOT Payments to the County, which PILOT Payments are to be distributed according to the Park Agreement to the County and to Pickens County, in the total amount equivalent to the *ad valorem* property taxes or negotiated fees-in-lieu of taxes that would have been due and payable but for the location of the property within the Park; and of taxes required to be paid to the County by the Company with respect to the Project, all as more specifically described in this Agreement; and

**WHEREAS**, by Ordinance duly enacted by the County Council on \_\_\_\_\_, 2026, following a public hearing conducted on \_\_\_\_\_, 2026, in compliance with the terms of the Act, the County Council of the County has duly authorized the execution and delivery of this Agreement;

**NOW, THEREFORE**, in consideration of the respective representations and agreements hereinafter contained, the Company and the County agree as follows:

## ARTICLE I DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa.

“*Act*” shall mean, collectively, Chapters 1 and 29 of Title 4 of the Code of Laws of South Carolina 1976, as amended.

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

“*Affiliate*” shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“*Agreement*” shall mean this Special Source Revenue Credit Agreement, as the same may be amended, modified, or supplemented in accordance with the terms hereof.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended.

“*Company*” shall mean [PROJECT DEER], a [STATE] [ENTITY], and as to each entity its successors and assigns as permitted herein, and shall include any other Sponsor or Sponsor Affiliate, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, providing funds for or otherwise making investment in real or personal property in connection with the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or Affiliate and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or Affiliate intend to extend the benefits of this Agreement to property owned by any such Sponsor, Sponsor Affiliate, or Affiliate pursuant to this Agreement, comply with any additional notice requirements, or other applicable provisions, of the Act.

“*Cost*” or “*Cost of the Infrastructure*” means the cost of infrastructure incurred by the Company as referred to in Section 4-29-68 of the Code, including, but not limited to, the cost of designing, acquiring, constructing, improving or expanding the Infrastructure, whether incurred prior to or after the date of this Agreement and including, without limitation, to the extent permitted by the Act, (i) design, engineering and legal fees incurred in the design, acquisition, construction or improvement of the Infrastructure; (ii) obligations reasonably incurred for labor, materials and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (iii) the reasonable cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (iv) the reasonable expenses for test borings, surveys, test and pilot operations,

estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (v) all other reasonable costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

“*County*” shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

“*County Council*” shall mean the County Council of the County.

“*Event of Default*” shall mean, with reference to this Agreement, an occurrence described in Section 5.01 hereof.

“*PILOT Payments*” shall mean payments-in-lieu of taxes made or to be made by the Company with respect to the Project pursuant to the Park Agreement.

“*Infrastructure*” shall have the meaning attributable to such term under Section 4-29-68 of the Code, and shall specifically include, without limitation, to the extent permitted by the Act, the following: (i) infrastructure serving the County or the Project, including, but not limited to, buildings, rail improvements, roads, water and sewer facilities and other utilities; (ii) improved or unimproved real property, and all fixtures attached thereto, used in the operation of the Project; and (iii) personal property, including machinery and equipment, used in the operation of the Project.

“*Investment Period*” shall mean the period beginning with the first day that real or personal property comprising the Project is purchased or acquired and ending 5 years after the last day of the property tax year during which property comprising all or part of the Project is first placed in service.

“*Land*” shall mean the real property in the County more specifically described on Exhibit A hereto.

“*Multi-County Fee*” shall mean the fee payable by the County to Pickens County, South Carolina, pursuant to the Park Agreement.

“*Net PILOT Payments*” shall mean the PILOT Payments to be received and retained by the County after payment of the Multi-County Fee.

“*Ordinance*” shall mean the Ordinance enacted by the County Council of the County on [\_\_\_\_\_, 2026], authorizing the execution and delivery of this Agreement.

“*Park*” shall mean the joint county industrial and business park established by the County and Pickens County pursuant to the terms of the Park Agreement.

“*Park Agreement*” shall mean the Agreement for Development of a Joint County Industrial and Business Park (Project Ruby Slipper), dated on or about December 31, 2021, by and between the County and Pickens County, South Carolina, as from time to time amended.

“*Person*” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“*Phase*” or “*Phases*” in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word “Phase” shall

therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

“*Project*” shall mean the Company’s acquisition by construction or purchase of the land (including the Land), buildings, equipment, furnishings, structures, fixtures, appurtenances, and other materials for its operations within the County, which are placed in service during the Investment Period.

“*Rollback SSRC*” shall have the meaning set forth in Section 3.02(e).

“*Special Source Revenue Credits*” or “*Credits*” shall mean the special source revenue credits in the amount set forth in Section 3.02 hereof against the Company’s PILOT Payments as authorized by the Act to reimburse the Company for a portion of the Cost of the Infrastructure.

“*Sponsor*” shall have the meaning attributable to such term under Section 12-44-30(19) of the Code as if Section 12-44-30(19) were applicable to this Agreement.

“*Sponsor Affiliate*” shall have the meaning attributable to such term under Section 12-44-30(19) of the Code as if Section 12-44-30(20) were applicable to this Agreement.

“*State*” shall mean the State of South Carolina.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

**Section 2.01 Representations by the County.** The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council of the County, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting the economic development of the County.

(c) To the knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such violation would affect the validity or enforceability of this Agreement.

(d) The authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree or order, or any provision of the South Carolina Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) No actions, suits, proceedings, inquiries, or investigations are pending or, to the knowledge of the undersigned representatives of the County, threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of

which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

(f) Notwithstanding any other provisions herein, the County is executing this Agreement as a statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction, and it executes this Agreement in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating (i) the construction or acquisition of the Project, (ii) environmental matters pertaining to the Project, (iii) the offer or sale of any securities, or (iv) the marketability of title to any property.

**Section 2.02 Representations by the Company.** The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a [ENTITY TYPE] in good standing under the laws of the State of [STATE], has the power to enter into this Agreement, and by proper Company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, will not result in a material breach of any of the terms, conditions, or provisions of any Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound, will not constitute a default under any of the foregoing, and will not result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

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

(e) The financing of a portion of the Cost of the Infrastructure by the County through the provision of the Special Source Revenue Credits as provided herein has been instrumental in inducing the Company to acquire, construct and maintain the Project in the County and in the State of South Carolina.

(f) To the knowledge, after due inquiry, of the Company, there is no pending or threatened action, suit, proceeding, inquiry, or investigation which would materially impair the Company's ability to perform its obligations under this Agreement.

### **Section 2.03 Covenants of the County.**

(a) The County will at all times use its commercially reasonable efforts to maintain its corporate existence and to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments, in form and substance reasonably acceptable to the County, and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing power, or pledge the credit or taxing power of the State or any other political subdivision of the State.

(c) To the extent the Land has not been added to the Park as of the date hereof, the County shall use its commercially reasonable efforts and endeavor to work with Pickens County to have such Land added to the Park by amending the Park Agreement to include the Land, or in the alternative, to endeavor to work with one or more contiguous counties to have the Land added to another joint county industrial and business park created by the County and a contiguous county pursuant to the Act. The County shall use its commercially reasonable efforts to keep the Land as part of the Park or such other joint county industrial and business park throughout the term of this Agreement.

### **Section 2.04 Covenants of the Company.**

(a) The Company shall use its commercially reasonable efforts to invest not less than \$35,000,000 in taxable property in the Project during the Investment Period (the "Investment Requirement"). The County acknowledges and agrees that investment by Sponsors, Sponsor Affiliates, and Affiliates in the Project during the Investment Period shall be considered for the purposes of meeting such amount or any other investment requirement set forth in this Agreement.

(b) The Company will pay to the County from time to time amounts equal to the Administration Expenses of the County promptly upon written request therefor, but in no event later than 30 days after receiving written notice from the County specifying the general nature of such expenses and requesting payment of the same. Notwithstanding the foregoing, the Company's obligation to reimburse the County for attorneys' fees incurred in the initial negotiation, drafting, review and initial implementation of this Agreement and any ordinances, resolutions, or other documents related hereto shall not exceed \$7,500.00.

### **Section 2.05 Indemnification.**

(a) Notwithstanding any other provisions in this Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on or to the Project by the Company, their members, officers, shareholders, employees, servants,

contractors, and agents during the term of this Agreement, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the term of this Agreement from (i) entering into and performing its obligations under this Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company in the performance of any of its obligations under this Agreement, (iv) any act of negligence of the Company or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the SSRs, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by the Company, or by reason of the County's relationship to the Project or by the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the Indemnified Parties or (ii) any breach of this Agreement by the County.

(c) Notwithstanding anything in this Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company, shall survive any termination of this Agreement.

### ARTICLE III SPECIAL SOURCE REVENUE CREDITS

**Section 3.01 Payment of Cost of Infrastructure.** The Company agrees to pay, or cause to be paid, the Costs of the Infrastructure as and when due. The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Special Source Revenue Credits received by the Company.

**Section 3.02 Special Source Revenue Credits.** The County agrees to provide Special Source Revenue Credits for the purpose of reimbursing the Company for a portion of the Costs of Infrastructure as described below:

(a) Subject to the remaining provisions of this Agreement, the County will provide the Company Special Source Revenue Credits against PILOT Payments as provided in Section 4-1-175 of the Act in whatever amount, if any, required to reduce the remaining PILOT Payments to the amount the Company would have owed if all of the property comprising the Project was valued at its otherwise taxable value, assessed at an assessment ratio of six percent (6.0%), and subject to the then-in-effect total millage rate (except for any property that would qualify for a millage abatement under Sections 12-37-220(A)(7), (B)(32), or B(34) of the Code absent this Agreement - in which case the applicable reduced millage shall apply to all such property) (“Credit #1). Credit #1 shall apply for a period of thirty years for each Phase of the Project (Credit #1 Term”).

(b) Subject to the remaining provisions of this Agreement, the County will provide the Company additional Special Source Revenue Credits against PILOT Payments as provided in Section 4-1-175 of the Act in an amount equal to 75% of the remaining PILOT Payments due (after deducting Credit #1) from the Company during years 1-7 of this Agreement, in an amount equal to 60% of the remaining PILOT Payments due (after deducting Credit #1) from the Company during years 8-20 of this Agreement, and in an amount equal to 30% of the remaining PILOT Payments due (after deducting Credit #1) from the Company during years 21-30 of this Agreement (“Credit #2”). Credit #2 shall apply for a period of thirty years for each Phase of the Project (“Credit #2 Term”).

(c) The Special Source Revenue Credits shall be used by the Company to defray a portion of its costs of certain Infrastructure during the Investment Period. The Special Source Revenue Credits will be received by the Company during the years following the placement in service of the initial asset investment which shall coincide with the first Fee Payment due to the County by the Company. The County shall request the County Auditor to reflect each Special Source Revenue Credit on each bill for PILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such PILOT Payments otherwise due by the amount of the Special Source Revenue Credit to be provided to the Company for such property tax year.

(d) To claim each Special Source Revenue Credit, the Company shall file with the County Administrator, the County Auditor, the County Treasurer, and the County Economic Development Director, no later than December 31 of the calendar year in which the PILOT Payment is due, for each year in which the Company would be eligible to claim a Special Source Revenue Credit, an Annual Special Source Revenue Credit Certificate, the form of which is attached as Exhibit B (“Certification”), showing the amount of aggregate investment in qualifying infrastructure and the calculation of the Special Source Revenue Credit. Failure to timely file the Certification shall not result in a forfeiture of the Special Source Revenue Credit for such year, but the County will not deduct the Special Source Revenue Credit from the PILOT bill until the Certification is submitted by the Company and approved as provided herein. The County is entitled to confirm the information (including the calculation) on the Certification prior to deducting the amount of the Special Source Revenue Credit from the PILOT Payment due by the Company on the PILOT bill. If the information contained on the Certification is correct, then the County shall deduct the Special Source Revenue Credit from the PILOT bill. In no event is the County required to deduct any Special Source Revenue Credit amount from the PILOT bill while any of the Company’s taxes or PILOT Payments have been invoiced by the County but remain outstanding, including any taxes or PILOT Payments that may have been protested by the Company; provided, however, that the existence of any such outstanding or protested taxes or PILOT Payments shall not result in a forfeiture or termination of the Special Source Revenue Credit, and the deduction

of the applicable Special Source Revenue Credit shall instead be delayed until such amounts are no longer outstanding or subject to protest.

(e) The Company shall be entitled to an additional Special Source Revenue Credit in an amount equal to any rollback taxes applied upon the conversion of any of the property described on Exhibit A attached hereto from agricultural use property to commercial or industrial use property pursuant to Section 12-43-220(d)(4) of the Code of Laws of South Carolina, 1976, as amended (or any successor provision) (the “Rollback SSRC”). The Rollback SSRC will be applied in one or more phases if the conversion of the property occurs at different times and will apply in a manner that fully offsets any rollback taxes due.

(f) THIS AGREEMENT AND THE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET PILOT PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS FULL FAITH, CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE CREDITS.

(g) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its full faith or credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Net PILOT Payments. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Net PILOT Payments.

(h) In accordance with Section 4-29-68(A)(2)(ii) of the Code, to the extent that the Company claims Special Source Revenue Credits as reimbursement for investment in personal property, including machinery and equipment, if such property is removed from the Project during the term of this Agreement, the amount of the PILOT Payments due on such personal property for the year in which the personal property was removed from the Project also shall be due for the two years following such removal.

(i) The Company shall be entitled to all property tax exemptions or abatements that it would otherwise qualify for as if its property were not subject to this Agreement and all such exemptions or abatements shall be applied as part of Credit #1 and before Credit #2, the Rollback SSRC, or any other Special Source Revenue Credits pursuant to this Agreement are applied. For the avoidance of doubt, such exemptions or abatements include, but are not limited to, Sections 12-37-220(A)(7), (B)(32), B(34), and (B)(52) of the Code.

### **Section 3.03 Repayment of Special Source Revenue Credits.**

(a) If the Company fails to invest by the end of the Investment Period the Investment Requirement of at least \$35,000,000 total in real or personal property at the Project that would have been subject to regular *ad valorem* property taxes except for the existence of this Agreement, then Credit #2 shall be adjusted prospectively for the remainder of the Credit #2 Term based on the

achievement percentage of the total investment at the Project during the Investment Period, which shall be determined by dividing the maximum actual investment by the Company at the Project during the Investment Period by the Investment Requirement (the “Achievement Percentage”).

(i) By way of example only, if the Company’s highest total investment at the Project during the Investment Period was \$28,000,000 (i.e. 70% of \$35,000,000) as of the end of the third year of the Investment Period and its second highest total investment was \$17,500,000 (i.e. 50% of \$35,000,000) as of the final year of the Investment Period, then the Achievement Percentage is 70%. For the remainder of Credit #2 Term, Credit #2 shall be multiplied by 70% such that the 75% credit becomes 52.5%, the 50% credit becomes 35%, and the 30% credit becomes 21%.

(b) If the Company fails to invest by the end of the Investment Period at least \$2,500,000 total in real or personal property at the Project that would have been subject to regular *ad valorem* property taxes except for the existence of this Agreement, then this Agreement shall terminate. In such event, the Company shall pay the County an amount 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 Project were not subject to this Agreement, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be otherwise be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of PILOT Payments the Company has made with respect to the Project (such excess, a “Deficiency Amount”) for the period through and including the end of the Investment Period.

(c) Any amount owing pursuant to this Section 3.03 shall be treated as if a delinquent *ad valorem* tax payment due under Title 12 of the Code of Laws of South Carolina, 1976, as amended (including, for example, similar proceedings, costs, penalties, and interest) and shall be due no more than 30 days after the date on which *ad valorem* taxes would next be due without penalty for the last year of the Investment Period. The repayments specified in this Section 3.03 shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

(i) By way of example only, if the Investment Period ends December 31, 2031 and a payment is due under this Section 3.03 from the Company to the County, then such payment shall be due no later than February 14, 2033 (30 days after tax year 2032 *ad valorem* tax payments are due on January 15, 2033).

ARTICLE IV  
CONDITIONS TO DELIVERY OF AGREEMENT;  
TITLE TO INFRASTRUCTURE

**Section 4.01 Documents to be Provided by County.** Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company (a) a copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and (b) such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

**Section 4.02 Transfer of Project.** The County hereby acknowledges that the Company may from time to time and in accordance with the provisions of this Agreement and applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to others. No sale, lease, conveyance, or grant shall relieve the County from the County's obligations to provide the Special Source Revenue Credits to the Company's successor or assignee under this Agreement; provided, however, that (a) such assignee must continue to make PILOT Payments pursuant to the Park Agreement in the same manner and to the same extent as required of the Company; and (b) the County consents to or ratifies the assignment of this Agreement or the Special Source Revenue Credits; provided, that (i) no such consent or ratification shall be required for assignments to an Affiliate of the Company or to an Affiliate of any Sponsor or Sponsor Affiliate; and (ii) such consent or ratification shall not be unreasonably withheld, conditioned or delayed and may be evidenced by a Resolution of the County Council.

## ARTICLE V DEFAULTS AND REMEDIES

**Section 5.01 Events of Default.** Each of the following shall be an "Event of Default" under this Agreement, provided, however, that no failure on the part of the Company to meet any level of investment set forth in this Agreement shall constitute an Event of Default, and any such failure shall be governed solely by Section 3.03 of this Agreement.

(a) Failure by the Company to make a Fee Payment, which failure has not been cured within 15 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, provided, however, an invoice for taxes or PILOT Payments shall be sufficient to constitute such notice;

(b) A Cessation of Operations. For purposes of this Agreement, a "Cessation of Operations" means closure of the Project for a continuous period of 12 months;

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

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement, which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action; provided however, in no event shall such extended period extend beyond 90-days from delivery of notice of a failure of performance;

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

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

provided however, in no event shall such extended period extend beyond 90-days from delivery of notice of a failure of performance.

**Section 5.02 Legal Proceedings by Company or County.** Upon the happening and continuance of an Event of Default, then and in every such case the Company or County (as the case may be) in their discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the breaching party to carry out any agreements with or for its benefit and to perform the breaching party's duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) exercise any and all rights and remedies provided by the applicable laws of the State, including, with respect to any Event of Default, as described in section 5.01(a), proceed in the same manner in which the County is permitted to collect a delinquent *ad valorem* tax payment under Title 12 of the Code of Laws of South Carolina, 1976, as amended (including, for example, similar proceedings, costs, penalties, and interest); or

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

**Section 5.03 Remedies Not Exclusive.** No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

**Section 5.04 Nonwaiver.** No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein; and every power and remedy given by this Article V to the Company may be exercised from time to time and as often as may be deemed expedient.

## ARTICLE VI MISCELLANEOUS

**Section 6.01 Successors and Assigns.** All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, and for the benefit of, the County, shall, to the extent permitted by law, bind and inure to the benefit of the successors of the County from time to time, and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County shall be transferred.

**Section 6.02 Provisions of Agreement for Sole Benefit of County and Company.** Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company, any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

**Section 6.03 Severability.** In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision

of this Agreement, and this Agreement and the Special Source Revenue Credits shall be construed and enforced as if the illegal or invalid provision had not been contained herein or therein. Further, if the Special Source Revenue Credits are held to be illegal or invalid, to the extent permitted by law and at the sole expense of the Company, the County agrees to make a commercially reasonable effort to issue a special source revenue bond in place of the Special Source Revenue Credits provided for herein, such special source revenue bond upon such terms and conditions which are acceptable to both the Company and the County to provide for the same economic benefit to the Company and the same revenue stream to the County, which would otherwise be enjoyed by the Company or County, as applicable, for the duration of the Special Source Revenue Credits provided, further, the Company shall be the purchaser of any such special source revenue bond.

**Section 6.04 No Liability for Personnel of County or Company.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body, or of the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on this Agreement or the Special Source Revenue Credits or be subject to any personal liability or accountability by reason of the issuance thereof.

**Section 6.05 Notices.** All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

As to the County:

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

with a copy (which shall not constitute notice) to:

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

with a copy (which shall not constitute notice) to:

King Kozlarek Law LLC  
Post Office Box 565  
Greenville, SC 29602-0565

as to the Company:

[PROJECT DEER]

with a copy (which shall not constitute notice) to:

Sam Moses  
Parker Poe Adams & Bernstein LLP  
1221 Main Street, Suite 1100  
Columbia, SC 29201  
[sammoses@parkerpoe.com](mailto:sammoses@parkerpoe.com)

The County and the Company may, by notice given as provided by this Section 6.05, designate any further or different address to which subsequent notices, certificates, requests, or other communications shall be sent.

**Section 6.06 Applicable Law.** The laws of the State of South Carolina shall govern the construction of this Agreement.

**Section 6.07 Execution; Electronic Signatures.** This Agreement may be executed in original, by electronic, or other similar means, in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument. This Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Agreement to be original signatures and may conclusively be relied upon by any party to this Agreement.

**Section 6.08 Amendments.** This Agreement may be amended only by written agreement of the parties hereto. The County hereby agrees that, to the extent allowable by law, any such amendment may be approved via resolution of County Council.

**Section 6.09 Waiver.** Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

**Section 6.010 Termination; Defaulted Payments.** This Agreement shall terminate on the date upon which all Special Source Revenue Credits due to the Company hereunder have been so credited; provided, however, in the event the County or the Company is required to make any payments under this Agreement, the item or installment so unpaid shall continue as a continuing obligation of the County or the Company, respectively, until the amount shall have been fully (including any related costs, penalties, and interest) paid.

[[REMAINDER OF PAGE INTENTIONALLY BLANK]]

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Agreement to be executed by the Chair of its County Council and its seal to be hereunto affixed and attested by the Clerk of its County Council as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Matthew Durham, Chairman  
Oconee County Council

[SEAL]

ATTEST:

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

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its authorized officer as of the day and year first above written.

[PROJECT DEER]

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

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

Its: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

To be added

**EXHIBIT B**  
**FORM OF ANNUAL CREDIT CERTIFICATION**

To be Added

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**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 21, 2026  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE: [Brief Statement]**

Approval for the Transfer of Funds to Cover Expenditures Related to the Administrator Department, in the Amount of \$20,500

**BACKGROUND DESCRIPTION:**

The Oconee County Administrator is authorized to transfer salary appropriations within a department provided that the sum of such transfers for the entire fiscal year does not exceed One Hundred Thousand and 00/100 (\$100,000.00) Dollars.

Any other transfers by the County Administrator require Council authorization.

The maximum sum of such transfers has occurred during the current fiscal year, requiring Council authorization for all salary appropriation transfers going forward.

The Administrator's Department will be in the negative through the remainder of the fiscal year due to changes in Administration and other factors.

Based on projections from the Finance Department, the following amounts are required to meet the needs of the Department.

The Delegation Salary line item is not currently used as administrative staff assists in this office.

**SPECIAL CONSIDERATIONS OR CONCERNS: [only if applicable]**

**FINANCIAL IMPACT:**

**ATTACHMENT(S):**

Transfer Request Form

**STAFF RECOMMENDATION:**

Staff recommends Council approve the transfer of funds from Salary (706-Delegation) to various line items in the Administrator's Department to cover costs for the remainder of Fiscal Year 2025-2026.

**Prepared and Submitted to Council By:**

\_\_\_\_\_  
**Stewart Jones, County Administrator**

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

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

**OCONEE COUNTY, SOUTH CAROLINA  
BUDGET REVISION FORM FOR SALARIES AND FRINGE**  
Please complete the highlighted fields and check the appropriate boxes.  
Print, sign, and send original completed form to Finance.

<b>FY25-26</b> <small>FISCAL YEAR</small>	<b>Administrator-717</b> <small>DEPARTMENT NAME</small>		<b>4/14/2026</b> <small>DATE OF REQUEST</small>
--	--	--	--

**EXPLAIN WHY THE TRANSFER OF THE SALARY AND FRINGE NEEDS TO BE TRANSFERRED.**

The Administrator's Department will be in the negative through the remainder of the fiscal year due to the change in Administration and various other factors. Based on projections from the Finance Department, the following amounts are required to meet the needs of the Department. The Delegation Salary line item is not currently used as Administrative staff assists in this office.

<b>TRANSFER TO</b>	<b>010</b>	-	<b>717</b>	-	<b>20013</b>	-	<b>00000</b>	<b>Social Security</b>	<b>\$1,300</b>			
	<small>GL ACCOUNT NUMBER</small>								<small>GL ACCOUNT DESCRIPTION</small>	<small>AMOUNT TO TRANSFER</small> <i>(Round up to the nearest whole dollar)</i>	<b>Approval</b>	
	<b>010</b>	-	<b>717</b>	-	<b>20014</b>	-	<b>00000</b>	<b>Retirement</b>	<b>\$7,200</b>	<b>Agenda with Actions or Minutes MUST be attached.</b>		
	<small>GL ACCOUNT NUMBER</small>								<small>GL ACCOUNT DESCRIPTION</small>			<small>AMOUNT TO TRANSFER</small> <i>(Round up to the nearest whole dollar)</i>
	<b>010</b>	-	<b>717</b>	-	<b>20015</b>	-	<b>00000</b>	<b>Workers Comp</b>	<b>\$7,000</b>			
	<small>GL ACCOUNT NUMBER</small>								<small>GL ACCOUNT DESCRIPTION</small>			<small>AMOUNT TO TRANSFER</small> <i>(Round up to the nearest whole dollar)</i>
	<b>010</b>	-	<b>717</b>	-	<b>10710</b>	-	<b>00000</b>	<b>Overtime</b>	<b>\$5,000</b>			
	<small>GL ACCOUNT NUMBER</small>								<small>GL ACCOUNT DESCRIPTION</small>			<small>AMOUNT TO TRANSFER</small> <i>(Round up to the nearest whole dollar)</i>
<small>GL ACCOUNT NUMBER</small>								<small>GL ACCOUNT DESCRIPTION</small>	<small>AMOUNT TO TRANSFER</small> <i>(Round up to the nearest whole dollar)</i>			
<small>GL ACCOUNT NUMBER</small>								<small>GL ACCOUNT DESCRIPTION</small>	<small>AMOUNT TO TRANSFER</small> <i>(Round up to the nearest whole dollar)</i>		<b>Total Transfer: \$20,500</b>	

<b>TRANSFER FROM</b>	<b>010</b>	-	<b>706</b>	-	<b>10110</b>	-	<b>00000</b>	<b>Salary (706-Delegation)</b>	<b>\$20,500</b>		
	<small>GL ACCOUNT NUMBER</small>								<small>GL ACCOUNT DESCRIPTION</small>	<small>AMOUNT TO TRANSFER</small> <i>(Round up to the nearest whole dollar)</i>	<b>Funds Available</b>
	<small>GL ACCOUNT NUMBER</small>								<small>GL ACCOUNT DESCRIPTION</small>	<small>AMOUNT TO TRANSFER</small> <i>(Round up to the nearest whole dollar)</i>	
	<small>GL ACCOUNT NUMBER</small>								<small>GL ACCOUNT DESCRIPTION</small>	<small>AMOUNT TO TRANSFER</small> <i>(Round up to the nearest whole dollar)</i>	
	<small>GL ACCOUNT NUMBER</small>								<small>GL ACCOUNT DESCRIPTION</small>	<small>AMOUNT TO TRANSFER</small> <i>(Round up to the nearest whole dollar)</i>	
	<small>GL ACCOUNT NUMBER</small>								<small>GL ACCOUNT DESCRIPTION</small>	<small>AMOUNT TO TRANSFER</small> <i>(Round up to the nearest whole dollar)</i>	
	<small>GL ACCOUNT NUMBER</small>								<small>GL ACCOUNT DESCRIPTION</small>	<small>AMOUNT TO TRANSFER</small> <i>(Round up to the nearest whole dollar)</i>	
	<small>GL ACCOUNT NUMBER</small>								<small>GL ACCOUNT DESCRIPTION</small>	<small>AMOUNT TO TRANSFER</small> <i>(Round up to the nearest whole dollar)</i>	
<small>GL ACCOUNT NUMBER</small>								<small>GL ACCOUNT DESCRIPTION</small>	<small>AMOUNT TO TRANSFER</small> <i>(Round up to the nearest whole dollar)</i>	<b>Total Transfer: \$20,500</b>	

Stewart Jones, County Administrator

Did County Council approve?  Yes  No

If yes, enter date approved: \_\_\_\_\_

Approved  Denied

Comments: \_\_\_\_\_

Finance Department

Funds Available  Approved  Denied

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Call Randall Savelly at the S.C. Newspaper Network, 1-888-727-7377

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**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

**REPORT YOUR LOST PET**  
to Oconee County Animal Shelter 888-0221 or email info to: [occas@netmds.com](mailto:occas@netmds.com)  
You may include a photo. We will contact you if we find your pet.

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Call 882-4719

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1990-2006 Jeep Front Caliper, new \$10.00  
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happy customers. Call Audien 1-855-620-9614.

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**For Sale!**  
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42 in W x 27 in D x 51 in H  
2 pieces; Good condition!  
\$99 Firm  
Call 8642451945

**For Sale!**  
One pair OTC Hearing Aids  
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\$75  
Call 864-245-1945

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Call Randall Savelly at the S.C. Newspaper Network, 1-888-727-7377

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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 Atlanta Ritchie at the South Carolina Newspaper Network, 1-888-727-7377.

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**LEGALS**

CLERK OF COURT'S SALE  
2025-CP-37-00724

BY VIRTUE of a decree heretofore granted in the case of: Lakeview Loan Servicing, LLC against Kimberly A. Lowell, et al, the undersigned Clerk of Court for Oconee County, will sell on April 6, 2026 at 11:00 AM, Oconee County Courthouse, 205 West Main Street, Walhalla, SC 29691, to the highest bidder:

All that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Oconee, being known and designated as Lot Number Thirty-Six (36), containing 0.97 of an acre, more or less, on a plat prepared by Gary L. Eades, PLS# 19013, dated June 19, 2002 and recorded on July 18, 2002 in Plat Book P-62 at Page 306, records of Oconee County, South Carolina, and having the metes and bounds, courses and

distances as upon said plat appear incorporated herein by reference thereto.

This being the same property conveyed to Kimberly A. Lowell by deed from Summerwood Holdings LLC dated May 19, 2021 and recorded on May 21, 2021 in the Office of the Register of Deeds for Oconee County, South Carolina, in Book 2688 at Page 287.

Property Address: 502 Sunshine Drive, Seneca, SC 29678  
Parcel No. 256-00-04-112  
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 3.75% 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 within 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  
803-509-5073 / File # 25-43745  
Attorney for Plaintiff

**NOTICE OF SALE BY VIRTUE OF** a decree heretofore granted in the case of: PennyMac Loan Services, LLC vs. Michael W. Witt; The United States of America acting by and through its agency The Department of Housing and Urban Development; Cavalry SPV I, LLC, C/A No. 2024CP3700714, The following property will be sold on April 6, 2026, at 11:00 AM at the Oconee County Courthouse to the highest bidder All that certain piece, part, lot, or parcel of property lying and being in the State of South Carolina, County of Oconee and being shown as Lot 18 White Harbour Subdivision on a plat of survey prepared for Marshall S. Letter and Carol V. Letter, dated 12/11/06, prepared by Cornerstone of Seneca, Inc. and recorded in the ROD Office for Oconee County, SC in Plat Book B-181, Page 7, Derivation: Book 2380; Page 185 23317 White Harbour Rd, Seneca, SC 29672.

TMS/PIN# 164-02-01-018  
SUBJECT TO ASSESSMENTS, OCONEE COUNTY AD VALOREM TAXES, EASEMENTS AND/OR, RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES. TERMS OF SALE: A 5% deposit in certified funds is required. The deposit will be applied towards the purchase price unless the bidder defaults, in which case the deposit will be forfeited. If the successful bidder fails, or refuses, to make the required deposit, or comply with his bid within 20 days, then the property will be resold at his risk. No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately. The successful bidder will be required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the rate of 3.25% per annum. If for any reason the Plaintiff's agent does not appear to bid at the sale, the sale will be deemed canceled. For complete terms of sale, see Judgment of Foreclosure and Sale filed with the Oconee County Clerk of Court at C/A #2024CP3700714.

NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search prior to the foreclosure sale date.  
Brian P. Yoho  
Attorney for Plaintiff Honorable Melissa C. Burton  
P.O. Box 100200 Clerk of Court for Columbia, SC 29202-3200 Oconee County  
(803) 744-4444  
016487-01562  
Website: [www.rogerstowmsend.com](http://www.rogerstowmsend.com) (see link to Resources/Foreclosure Sales)

**NOTICE TO CREDITORS OF ESTATES**

All persons having claims against the following estates MUST file their claims

on FORM #371ES with the Probate Court of OCONEE County, the address of which is 415 S PINE ST Walhalla SC 29691, within eight (8) months after the date of the first publication of this Notice to Creditors or within one (1) year from date of death, whichever is earlier (SCPC 62-3-801, et seq.), or such persons shall be forever barred as to their claims. All claims are required to be presented in written statements on the prescribed form (FORM #371ES) indicating the name and address of the claimant, the basis of the claim, the amount claimed, the date when the claim will become due, the nature of any uncertainty as to the claim, and a description of any security as to the claim.

Estate: JEANNE HYMAN BROOME  
Date of Death: 1/5/2026  
Case Number: 2026ES3700049  
Personal Representative: AMANDA JEAN CHEESMAN  
Address: 404 CRABAPPLE SPRINGS CT WOODSTOCK, GA 30188

Estate: FREDERICK RICHARD HOWARD  
Date of Death: 6/25/2025  
Case Number: 2026ES3700150  
Personal Representative: BRIAN CHRISTOPHER HOWARD  
Address: 509 ROBINHOOD DRIVE SENECA, SC 29678

Estate: MICHAEL FARRIS BROOME  
Date of Death: 2/22/2026  
Case Number: 2026ES3700165  
Personal Representative: AMANDA CHEESMAN  
Address: 404 CRABAPPLE SPRINGS CT WOODSTOCK, GA 30188

Estate: ROGER ALAN WALLACE  
Date of Death: 2/10/2026  
Case Number: 2026ES3700177  
Personal Representative: CHRISTINE WILLIAMS WALLACE  
Address: 3021 ROCK POINT DR SENECA, SC 29672

Estate: DELBERT EARL PHELPS  
Date of Death: 2/8/2026  
Case Number: 2026ES3700141  
Personal Representative: THERESA M PHELPS  
Address: 121 HUNTERS RDG SALLEM, SC 29676

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Estate: SHIRLEY E SWAFFORD  
Date of Death: 2/15/2026  
Case Number: 2026ES3700185  
Personal Representative: MILDRED ANN SORRELLS  
Address: 142 AVALON DRIVE WALHALLA, SC 29691

Estate: ELIZABETH REED SISSON  
Date of Death: 2/28/2026  
Case Number: 2026ES3700191  
Personal Representative: CRISTINE E VALENTI  
Address: 2612 HUNTERS PLACE HIGHLANDS RANCH, CO 80129

Estate: SUSAN MARIE GREEN CONWAY  
Date of Death: 1/30/2026  
Case Number: 2026ES3700194

Personal Representative: DANNY JONATHAN CONWAY  
Address: 185 COUNTRY JUNCTION ROAD WEST UNION, SC 29696  
Attorney, if applicable: EMMA W MORRIS  
Address: PO BOX 795 SENECA, SC 29679

Estate: LORETTA BALLEW  
Date of Death: 5/3/2020  
Case Number: 2026ES3700016  
Personal Representative: DAVID WESLEY COLVARD  
Address: 5120 YELLOW STONE DRIVE FLOWERY BRANCH, GA 30542

Estate: JOHN THOMAS MACISAAC III  
Date of Death: 1/28/2026  
Case Number: 2026ES3700093  
Personal Representative: SALLY ELIOTT MACISAAC  
Address: 402 RIDGE POINTE COURT SENECA, SC 29672

Estate: BRANDON JAMES BALEVRE  
Date of Death: 1/12/2026  
Case Number: 2026ES3700113  
Personal Representative: RANDY ALLEN BALEVRE  
Address: 100 HENRY AVENUE SENECA, SC 29678  
Attorney, if applicable: CAROLYN G BAIRD  
Address: PO BOX 987 ANDERSON SC 29622

Estate: JOSHUA DANIEL WILSON  
Date of Death: 11/9/2025  
Case Number: 2026ES3700115  
Personal Representative: JAMES C. WILSON  
Address: 232 CASTLEBROOK DR WALHALLA, SC 29691  
Attorney, if applicable: M. ED MCLAURIN  
Address: 10 COMMONS BLVD SENECA, SC 29678

Estate: KENNETH RUDOLPH BURNSIDE  
Date of Death: 3/1/2026  
Case Number: 2026ES3700189  
Personal Representative: ROBERT CHRISTOPHER BURNSIDE  
Address: 638 WEST SPRINGWOOD DR SENECA, SC 29672  
Attorney, if applicable: EMMA W. MORRIS  
Address: PO BOX 795 SENECA, SC 29679

**NOTICE TO CREDITORS OF ESTATES**

All persons having claims against the following estates MUST file their claims on FORM #371ES with the Probate Court of OCONEE County, the address of which is 415 S PINE ST Walhalla SC 29691, within eight (8) months after the date of the first publication of this Notice to Creditors or within one (1) year from date of death, whichever is earlier (SCPC 62-3-801, et seq.), or such persons shall be forever barred as to their claims. All claims are required to be presented in written statements on the prescribed form (FORM #371ES) indicating the name and address of the claimant, the basis of the claim, the amount claimed, the date when the claim will become due, the nature of any uncertainty as to the claim, and a description of any security as to the claim.

Estate: DEBORAH ANN HAYES  
Date of Death: 6/3/2025  
Case Number: 2026ES3700210  
Personal Representative: MARK ANTHONY HAYES  
Address: 419 CLEVELAND FERRY ROAD FAIR PLAY, SC 29643  
Attorney, if applicable: WILLIAM K. HUBBARD  
Address: 1510 BLUE RIDGE BOULEVARD, SUITE 205 SENECA, SC 29672

Estate: DAVID CLARK PRINGLE  
Date of Death: 10/21/2025  
Case Number: 2026ES3700005  
Personal Representative: NIKI SARA PRINGLE

Address: 945 CANDLESTAR LOOP N FOUNTAIN, CO 80817

Estate: ARLENE MAE MANLEY  
Date of Death: 3/4/2026  
Case Number: 2026ES3700187  
Personal Representative: LAURIE BETH TOWER  
Address: 20828 59TH AVE NE ARLINGTON, WA 98223

Estate: DOLORES CLARA SMITH AKA DOLORES C. SMITH  
Date of Death: 2/16/2026  
Case Number: 2026ES3700207  
Personal Representative: STEVEN RICHARD SMITH  
Address: 525 NORTH FLAGSHIP DRIVE SALEM, SC 29676  
Attorney, if applicable: EMMA W. MORRIS  
Address: PO BOX 795 SENECA, SC 29678

Estate: DEBRA LYNN SHAHAN  
Date of Death: 12/26/2025  
Case Number: 2026ES3700214  
Personal Representative: ANTHONY T PHILLIPS  
Address: 200 BURNS MILL ROAD WEST UNION, SC 29696  
Attorney, if applicable: EMMA W MORRIS  
Address: PO BOX 795 SENECA, SC 29679

Oconee County Council will hold a public hearing at 6 p.m. on Tuesday, April 21, 2026 in Council Chambers located at 415 S. Pine St., Walhalla, SC for the following:  
**ORDINANCE 2026-07 AN ORDINANCE AMENDING SECTION 10-275 ("EMERGENCY MANAGEMENT DIVISION") OF CHAPTER 10 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, WITH RESPECT TO THE MEANS OF ISSUING AN EMERGENCY DECLARATION; AND OTHER MATTERS RELATED THERETO.**  
**ORDINANCE 2026-08 AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AS LESSOR, AND THE HOLLY SPRINGS FIRE DEPARTMENT, INC., AS LESSEE, FOR CERTAIN IMPROVED REAL PROPERTY LOCATED AT 11095 LONG CREEK HWY, WESTMINSTER, SOUTH CAROLINA, 29693, CURRENTLY IDENTIFIED BY TAX MAP NUMBER 201-00-01-048; AND OTHER MATTERS RELATED THERETO.**

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Schedule your free in-home water test

**1 (877) 915-0457**

Promo: 402 - Exp: 06/30/26

\*Promotional offer includes 15% off plus an additional 10% off for qualified veterans and/or seniors. One coupon per household. No obligation estimate valid for 1 year. MSRP 202502023. MFG#PCT860763 NC 87603 L 32886 PA PAW70206, TX 44680, WI H23590

# THE JOURNAL

## PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE


OCONEE COUNTY COUNCIL


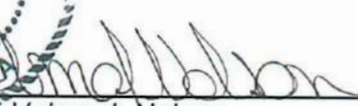
IN RE:

*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 **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on

**January 10, 2026**

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

  
\_\_\_\_\_  
Larry Davidson  
General Manager

  
  
\_\_\_\_\_  
Velma J. Nelson  
Notary Public  
State of South Carolina

Subscribed and sworn to before me this  
1/10/2026

# F I E D PLACE

864.973.6676



upstatetoday.com

## HOUSES FOR SALE

### PUBLISHERS NOTICE

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

## LEGALS

### Public Notice

Linda A. Traynor, Director of the South Carolina Department of Health and Environmental Control, is authorizing 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 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 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 agenda items and no Commission action will be 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 scheduled. 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



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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)







NO SMOKING  
IN COURT ROOM

EXIT

EXIT









**Public Comment  
SIGN IN SHEET  
6:00 PM**

**April 21, 2026**

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



# PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

April 21, 2026 ~ 6:00 p.m.

**ORDINANCE 2026-07** AN ORDINANCE AMENDING SECTION 10-275 ("EMERGENCY MANAGEMENT DIVISION") OF CHAPTER 10 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, WITH RESPECT TO THE MEANS OF ISSUING AN EMERGENCY DECLARATION; AND OTHER MATTERS RELATED THERETO.

**ORDINANCE 2026-08** AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AS LESSOR, AND THE HOLLY SPRINGS FIRE DEPARTMENT, INC., AS LESSEE, FOR CERTAIN IMPROVED REAL PROPERTY LOCATED AT 11095 LONG CREEK HWY, WESTMINSTER, SOUTH CAROLINA, 29693, CURRENTLY IDENTIFIED BY TAX MAP NUMBER 201-00-01-048; AND OTHER MATTERS RELATED THERETO.

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

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

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

	Ordinance #	ORD 2026-07	ORD 2026-08
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