

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2022-32**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA (“COUNTY”) AND [PROJECT GREENPAW], WITH RESPECT TO CERTAIN PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE REVENUE CREDITS TO REIMBURSE [PROJECT GREENPAW] FOR CERTAIN INFRASTRUCTURE COSTS INCURRED; AUTHORIZING THE EXECUTION AND DELIVERY THEREOF; AUTHORIZING THE PLACEMENT OF CERTAIN PROPERTY WITHIN THE BOUNDARIES OF A MULTICOUNTY INDUSTRIAL OR BUSINESS PARK OR THE CREATION OF A NEW MULTICOUNTY INDUSTRIAL OR BUSINESS PARK; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Oconee County, South Carolina (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(d) of the Constitution of South Carolina and Sections 4-1-170, 4-1-175, and 4-29-68(A)(2) of the Code of Laws of South Carolina of 1976, as amended (collectively, the “MCIP Act”), to enter into an agreement for the development of a joint county industrial or business park with another South Carolina county or counties contiguous to the County, and is authorized to thereafter develop the industrial or business park described in such an agreement;

WHEREAS, the County, acting through the County Council, is authorized by the MCIP Act to establish a Park and expand or reduce its boundaries; upon expansion of a Park’s boundaries to include new property, and, to the extent provided by the MCIP Act, such property becomes exempt from *ad valorem* property tax liability and instead becomes subject to a fee in lieu of tax payment (“FILOT Payment”) liability in an amount equivalent to the *ad valorem* property taxes that would have been due and payable except to the extent of the exemption provided by the MCIP Act;

WHEREAS, the County, acting through the County Council, is authorized by Section 4-1-175 of the MCIP Act to permit investors in such property to claim a special source revenue credit against the FILOT Payment revenues the Company would otherwise pay to the County for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving, or expanding qualifying infrastructure, land, improvements to real property, and personal property as defined in Section 4-29-68(A)(2) of the MCIP Act (“Public Infrastructure Reimbursements”);

WHEREAS, based upon representations made by the Company (defined below) to the County, the County intends to provide certain benefits in the nature of Public Infrastructure Reimbursements to [PROJECT GREENPAW], a [STATE] [ENTITY] (the “Company”) to induce the Company to establish a commercial and business facility, which shall consist generally of multifamily residential apartments and town homes, located within the County, which would consist of the acquisition, purchase, construction, and improvement of land, buildings, and other structures thereon or therein, machinery and equipment, fixtures, and furnishings to be purchased and installed in connection therewith (collectively, the “Project”). The Project is expected to involve an investment in the County of at least \$140,000,000 in otherwise taxable property, as measured by the fair market value of the investments as if such investments were not exempt from *ad valorem* property taxation pursuant to the Act, and thus make use of and employ manpower and

other resources of the State;

WHEREAS, the County has caused to be prepared and presented to the Council the form of an agreement for the Development of a Joint County Industrial Park (Project [Greenpaw]) by and between the County and Pickens County (“Park”), the substantially final form of which is attached as Exhibit B (the “MCIP Agreement”), pursuant to which certain real property consisting of approximately [] acres located on or about [address/tms number], as further described on the attached Exhibit A (the “Project Site”) shall be located in a Park upon the approval of this Ordinance by the Council and the approval of a separate ordinance by the Pickens County Council;

WHEREAS, based upon the information supplied by the Company, the County has determined that the Project would benefit the general public welfare of the County by maintaining service, employment, recreation, or other public benefits not otherwise provided locally; that the Project gives rise to no pecuniary liability of the County or 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, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the maintenance of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, after due consideration, based upon the information provided by the Company, the County has determined that entering into a Public Infrastructure Reimbursement Agreement with the Company will further the purposes and objectives of the MCIP Act.

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL IN MEETING DULY ASSEMBLED:

Section 1. Findings. Based solely on information provided by the Company, the County Council makes the following findings:

(a) By maintaining improved or expanded commercial capabilities for the Company and improvements to the sewer system other infrastructure in the area in which the Project is to be located, the Project will subserve the purposes of the MCIP Act by promoting economic development in the County and in the State of South Carolina and are proper governmental and public purposes;

(b) Inasmuch as the Project, upon completion, will maintain employment within the County and will enhance the productivity and general economic viability of the Company, the Project is anticipated to benefit the general public welfare of the County by maintaining employment, increased tax base, and other public benefits;

(c) The Project will constitute a “project” as that term is described in the MCIP Act, and the County’s actions herein will subserve the purposes, and conform to the provisions and requirements, of the MCIP Act, provided, however, the County makes no finding regarding any tax implications relating to or arising out of the MCIP Act and/or the Project;

(d) The Project will not give rise to a pecuniary liability of the County or any charge against its general credit or taxing power; and

(e) The benefits of the Project will be greater than the costs.

Section 2. Multi-County Park. The County intends to use its commercially reasonable efforts to designate the Project and the Project Site as part of the Park or a separate multi-county industrial or business park, if not already so designated, and intends to use its commercially reasonable efforts to maintain the Project and the Project Site within the boundaries of the Park or an alternate multi-county industrial or business park pursuant to the provisions of the Act. Sharing of expenses and revenues of the County and Pickens County shall be as set forth in the MCIP Agreement (or applicable agreement related to any

subsequent multi-county industrial or business park).

Section 3. *Authorization of an Approval of Form of PIRA, and MCIP Agreement.* To promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate the Project in the State, the PIRA, and the MCIP Agreement are each authorized and approved. The form of the PIRA, and the MCIP Agreement presented at this meeting, respectively, as attached as Exhibit B, and Exhibit C, are each approved, and all of the terms of each are incorporated in this Ordinance by reference as if the PIRA, and the MCIP Agreement were set out in this Ordinance in their entirety. The Chairman of the County Council, and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the PIRA, and the MCIP Agreement in the name of and on behalf of the County, and to cause the executed PIRA to be delivered to the Company and the executed MCIP Agreement to be delivered to Pickens County. The PIRA, and the MCIP Agreement are in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, on the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the PIRA, and the MCIP Agreement now before this meeting.

Section 4. *Authorization for County Officials to Act.* The Chairman of the County Council, the Clerk to County Council, and the County Administrator, for and on behalf of the County, are each authorized and directed to do each thing and to execute, deliver, and receive each other document, which is reasonably necessary and prudent to effect the execution and delivery of the PIRA, and the MCIP Agreement and the performance of all obligations of the County under and pursuant to this Ordinance, the PIRA, and the MCIP Agreement.

Section 5. *General Repealer.* Each order, resolution, ordinance, or part of the same in conflict with this Ordinance, is, to the extent of that conflict, repealed.

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

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

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

Passed and approved: _____, 2023

OCONEE COUNTY, SOUTH CAROLINA

By: _____
John Elliot, Chairman
Oconee County Council

[SEAL]

ATTEST:

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

First Reading: December 6, 2022
Second Reading: January 17, 2023
Public Hearing: _____, 2023
Third Reading: _____, 2023

EXHIBIT A
DESCRIPTION OF PROJECT SITE
[LEGAL DESCRIPTION TO BE UPDATED PRIOR TO ENACTMENT]

EXHIBIT B
FORM OF
PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

EXHIBIT C
FORM OF MCIP AGREEMENT

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

I, the undersigned Clerk to Oconee County Council, State and County aforesaid, do hereby certify as follows:

1. The foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted upon third reading by the Oconee County Council at a duly called meeting on [], 2023.
2. The reading schedule shown on the attached Ordinance is true and correct; all three readings were accomplished at duly called meetings of the County Council; and the public hearing with respect thereto was conducted.
3. The original of the attached Ordinance is duly entered in the permanent records of minutes of meetings of the Oconee County Council which are in my custody as Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Oconee County on this [] day of [], 2023.

[SEAL]

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

EXHIBIT B

to

**ORDINANCE
2022-32**

PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

[PROJECT GREENPAW]

Dated as of _____, 2023

TABLE OF CONTENTS

Page

RECITALS 1

ARTICLE I DEFINITIONS 3

ARTICLE II REPRESENTATIONS AND WARRANTIES 9

 SECTION 2.1 REPRESENTATIONS OF THE COUNTY 10

 SECTION 2.2 REPRESENTATIONS OF THE COMPANY 10

 SECTION 2.3 ENVIRONMENTAL INDEMNIFICATION 12

ARTICLE III COMMENCEMENT AND COMPLETION OF THE PROJECT..... 13

 SECTION 3.1 THE PROJECT 13

 SECTION 3.2 DILIGENT COMPLETION..... 13

 SECTION 3.3 INVESTMENT BY AFFILIATES..... 13

ARTICLE IV PAYMENTS IN LIEU OF TAXES..... 14

 SECTION 4.1 FEE IN LIEU OF TAX PAYMENTS..... 14

 SECTION 4.2 PUBLIC INFRASTRUCTURE REIMBURSEMENTS 14

 SECTION 4.3 [INTENTIONALLY OMITTED]..... 19

 SECTION 4.4 [INTENTIONALLY OMITTED]..... 19

 SECTION 4.5 [INTENTIONALLY OMITTED]..... 19

 SECTION 4.6 PLACE AND ALLOCATION OF FEE IN LIEU OF TAX PAYMENTS 19

 SECTION 4.7 [INTENTIONALLY OMITTED]..... 19

 SECTION 4.8 DAMAGE OR DESTRUCTION OF PROJECT 19

 SECTION 4.9 CONDEMNATION..... 20

 SECTION 4.10 MAINTENANCE OF EXISTENCE 21

 SECTION 4.11 INDEMNIFICATION COVENANTS 21

 SECTION 4.12 [INTENTIONALLY OMITTED] 22

 SECTION 4.13 ASSIGNMENT AND LEASING..... 22

 SECTION 4.14 EVENTS OF DEFAULT..... 23

 SECTION 4.15 REMEDIES ON DEFAULT 23

 SECTION 4.16 REMEDIES NOT EXCLUSIVE 23

 SECTION 4.17 REIMBURSEMENT OF LEGAL FEES AND EXPENSES 24

 SECTION 4.18 NO WAIVER 24

 SECTION 4.19 COLLECTION OF FEE PAYMENTS AND RELATED PAYMENTS 24

ARTICLE V MISCELLANEOUS..... 25

 SECTION 5.1 NOTICES 25

 SECTION 5.2 BINDING EFFECT..... 25

 SECTION 5.3 COUNTERPARTS; ELECTRONIC SIGNATURES 26

 SECTION 5.4 GOVERNING LAW 26

 SECTION 5.5 HEADINGS..... 26

 SECTION 5.6 AMENDMENTS 26

 SECTION 5.7 FURTHER ASSURANCE..... 26

 SECTION 5.8 SEVERABILITY 26

 SECTION 5.9 LIMITED OBLIGATION 27

Oconee County, South Carolina

PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

THIS PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT (this “Reimbursement Agreement”) is made and entered into as of _____, 2023, by and between OCONEE COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through the Oconee County Council (the “County Council”) as the governing body of the County, and [PROJECT GREENPAW], a [STATE] [ENTITY TYPE] (together with any subsidiaries or affiliates of [PROJECT GREENPAW] which may become parties to this Reimbursement Agreement, the “Company”).

WITNESSETH:

Recitals.

The County is authorized by Article VIII, Section 13(d) of the South Carolina Constitution, and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, the “Act”) to enter into agreements with neighboring counties regarding the development of multi-county industrial or business parks (a “Park”) and to establish, increase, or decrease the boundaries of an existing Park. Such parcels of real property, upon being included within the boundaries of a Park, are exempt from *ad valorem* property tax liability pursuant to Article VIII, Section 13(d) of the South Carolina Constitution, and the real property is instead subject to a fee in lieu of tax payment (“Fee Payment”) liability in an amount equivalent to the property taxes that would have been due and payable except for the exemption provided by the Act.

Pursuant to Ordinance No. [], enacted by County Council on _____, 2023 (the “Ordinance”), the County Council authorized the placement of certain property owned by or leased

to the Company into the Park created by that certain Agreement for the Development of a Joint County Industrial and Business Park with Pickens County dated as of _____, 2023 (“Park Agreement”), the term of which extends until December 31, 20[]3. Pursuant to the Ordinance, Pickens County Council approved the creation of the Park and the entering into of the Park Agreement;

Pursuant to the Act, the County is authorized by Section 4-1-175 to make payments derived solely from the FILOT Payment revenues it receives and retains from a Park for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving, or expanding qualifying infrastructure, land, improvements to real property, and personal property for the purposes outlined in Section 4-29-68(A)(2) of the Act (“Public Infrastructure Reimbursements”).

The County has agreed to provide certain benefits in the nature of Public Infrastructure Reimbursements to the Company to induce it to establish a commercial and business facility located within the County, which would consist of the acquisition, purchase, construction, and improvement of land, buildings, and other structures thereon or therein, machinery and equipment, fixtures, and furnishings to be purchased and installed in connection therewith (collectively, the “Original Project”). The Project must involve an investment in the County of at least One Hundred Forty Million Dollars (\$140,000,000), in otherwise taxable property, as measured by the fair market value of the investments as if such investments were not exempt from *ad valorem* property taxation pursuant to the Act (“Minimum Investment”), and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, and based upon information provided by the Company, the County finds that (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally; (b) the Project will not give rise to any pecuniary liability of the County or incorporated municipality or any

charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to the Ordinance, the County Council authorized the Project and authorized the County to enter into this Reimbursement Agreement including the provision of Public Infrastructure Reimbursements pursuant to the Act.

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

ARTICLE I

DEFINITIONS

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

Act:

“Act” shall mean Article VIII, Section 13(d) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

Authorized Company Representative:

“Authorized Company Representative” shall mean any person designated from time to time to act on behalf of the Company as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its Manager. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Reimbursement Agreement.

Chair:

“Chair” shall mean the Chair of the County Council of Oconee County, South Carolina.

Closing:

“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.

Code:

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

Company:

“Company” shall include [PROJECT GREENPAW], and any of its subsidiaries, affiliates, and permitted successors and assigns.

County:

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

County Council:

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

Environmental Claims:

“Environmental Claims” shall mean any and all damages, penalties, fines, claims, liens, suits,

liabilities, costs (including monitoring and cleanup costs), judgments, and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered or asserted as a direct or indirect result of (i) any violation of any Environmental Laws (as hereinafter defined), or (ii) the falsity in any material respect of any warranty or representation made by the Company.

Environmental Laws:

“Environmental Laws” shall mean, collectively, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, as amended, the Clean Air Act, the Toxic Substances Control Act, as amended, the South Carolina Pollution Control Act, the South Carolina Hazardous Waste Management Act, any other “Superfund” or “Superlien” law or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or industrial waste, substance or material, as now or at any time hereafter in effect.

Equipment:

“Equipment” shall mean all of the machinery, equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor to the extent such machinery, equipment, and fixtures become a part of the Project under this Reimbursement Agreement.

Event of Default:

“Event of Default” shall mean any Event of Default specified in Section 4.14 of this Reimbursement Agreement.

Fee Payments:

“Fee Payments” shall mean the payments in lieu of ad valorem taxes to be made by the Company to the County pursuant to Section 4.1 hereof.

Improvements:

“Improvements” shall mean improvements to real property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Reimbursement Agreement.

Investment Period:

“Investment Period” shall mean the period commencing [January 1, 2023] and ending on the last day of the fifth property tax year following the earlier of the first property tax year in which property is placed in service or the property tax year in which this Agreement is executed.

Net Fee Payments:

“Net Fee Payments” shall mean the total of all the Park Revenues, including Fee Payments made by the Company with respect to the Project, retained by the County under the Park Agreement. In addition to any other deduction, credit, or rebate, the Net Fee Payments are specifically meant to be that sum of Park Revenues retained by the County after making the partner county payment pursuant to the Park Agreement, payments to other taxing jurisdictions, and any amounts required to be reserved for the purchaser of the special source revenue bonds issued with respect to the High Pointe, LLC and Pointe West, Inc. projects, which would currently be fifteen percent (15%) of Park Revenues minus the amount of the partner county payment.

Oconee-Pickens Park:

“Oconee-Pickens Park” means that certain Joint County Industrial or Business Park previously established pursuant to the Park Agreement.

Park Agreement:

“Park Agreement” means the Agreement for the Development of a Joint County Industrial and Business Park between the County and Pickens County, South Carolina, dated as of _____, 2023 or any other successor agreement thereto, in substantially the form attached hereto as **EXHIBIT A**.

Park Revenues:

“Park Revenues” means the sum of the fee in lieu of *ad valorem* tax payments made by the owners of property located in the Oconee-Pickens Park, including the Fee Payments made by the Company with respect to the Project, to the County.

Project:

“Project” shall mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design, and engineering thereof, in phases, which are used by the Company or its tenants, and their respective successors and assigns for the commercial facility in the County.

Public Infrastructure Reimbursements:

“Public Infrastructure Reimbursements” shall mean the reimbursements to be paid by the County, either to the County or to the Company, from the Net Fee Payments for costs of Qualifying Infrastructure Improvements incurred by the County or the Company in connection with the Project, pursuant to Section 4.2 hereof.

Real Property:

“Real Property” shall mean real property, together with all and singular the rights, members, and hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become part of the Project under the terms of this Reimbursement Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Reimbursement Agreement.

Reimbursement Agreement or Agreement:

“Reimbursement Agreement” or “Agreement” shall mean this Public Infrastructure Reimbursement Agreement.

Term:

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

Termination Date:

“Termination Date” shall mean December 31 of the year in which the Company’s aggregate amount of Public Infrastructure Reimbursements it has received pursuant to this Reimbursement Agreement reaches Three Million (\$3,000,000).

State:

“State” shall mean the State of South Carolina.

Qualifying Infrastructure Improvements:

“Qualifying Infrastructure Improvements” mean those improvements referred to in Section 4-29-68(A)(2)(i) of the Code to the Project and infrastructure serving the Project, and with respect to Qualifying Infrastructure Improvements made by the Company, only to the extent

the investment in the same is certified by an Authorized Company Representative to the County.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

(b) Based on the representations of the Company, the Project constitutes a “project” within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered to be placed in service with a situs located in the Oconee-Pickens Park under the Act.

(d) The commitment of the Company to cooperate with the County in designing and constructing the Project in a manner which exceeds the minimum building standards in the County’s Code of Ordinances, including, without limitation, incorporating enhanced aesthetics in architectural

designs (including, but not limited to, use of varying building façade materials and colors, minimizing views of loading and receiving areas from public roadways and varied storefront or building identity), landscaping and pedestrian walkways and connectivity within the Project, which will serve to make the Project an attractive and appealing gateway to the County, was and remains an essential consideration for the County's willingness to enter into this Agreement and to offer economic development incentives for the Project.

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

(a) The Company is duly incorporated and in good standing under the laws of the state of [STATE], is qualified to do business in the State, has power to enter into this Reimbursement Agreement, and by proper corporate action has duly authorized the execution and delivery of this Reimbursement Agreement.

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

(c) The Company intends to operate the Project as multifamily residential apartments and town homes and as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the multifamily residential uses and to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company or its permitted successors and assigns may deem appropriate.

(d) The availability of the Fee Payments and the Public Infrastructure Reimbursements authorized herein have induced the Company to locate the Project within the County and the State.

(e) The Company has cooperated with the County in designing and constructing the Project in a manner which exceeds the minimum building standards in the incorporating enhanced aesthetics in architectural designs (including, but not limited to, use of varying building façade materials and colors, minimizing views of loading and receiving areas from public roadways, and providing varied storefront or building identity) landscaping, and pedestrian walkways and connectivity within the Project, which serves to make the Project an attractive and appealing gateway to the County. The County has approved the Company's final plans and specifications for the development and construction of the Project which incorporated such enhancements as a prerequisite to the Company's ability to receive the benefits of the Fee Payments and the Public Infrastructure Reimbursements for the Project, and the construction and completion of the Project has been accomplished in accordance with such plans and specifications.

Section 2.3 Environmental Indemnification. The Company shall indemnify and hold the County, its elected officials, officers, employees, and agents (collectively, the "Indemnified Parties") harmless from and against any and all Environmental Claims, except those resulting from grossly negligent or willfully harmful acts of the County or its successors, suffered by or asserted against the Company or the County as a direct or indirect result of the breach by the Company, or any party holding possession through, or by transfer from, the Company or its predecessors in title, of any Environmental Laws with regard to any real property owned by the Company which is subject to the terms of this Reimbursement Agreement, or as a direct or indirect result of any requirement under any Environmental Laws which require the County, the Company or any transferee of the Company to eliminate or remove any hazardous materials, substances, wastes, or other environmentally regulated substances contained in any real property subject to the terms of this Reimbursement Agreement as a result of the action or omissions of the Company or its predecessors in title.

The Company's obligations hereunder shall not be limited to any extent by the terms of this Reimbursement Agreement, and, as to any act or occurrence prior to fulfillment of the terms of this Reimbursement Agreement which give rise to liability hereunder, shall continue, survive, and remain in full force and effect notwithstanding fulfillment of the terms or termination of this Reimbursement Agreement.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed, or installed or made plans for the acquisition, purchase, construction, or installation of certain land, improvements to buildings and other structures thereon or therein, machinery, equipment, furnishings, and fixtures which comprise the Project, consistent with the terms of this Reimbursement Agreement, with specific reference being made to the Company's representations in Section 2.2(e) herein, all of which is a material inducement to the County entering into this Reimbursement Agreement.

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

Section 3.3 Investment by Affiliates. The County and the Company agree that, to the extent permitted by the Act, investments in the Project may also be made by subsidiaries or affiliates of the Company and successors and assigns of the Company making capital improvements to the Project, which shall qualify for the benefits provided to the Company hereunder. At any time and from time to time hereafter, the Company may request approval from the County for subsidiaries or affiliates of the Company to be permitted to make investments in the Project and obtain the benefits provided to the Company hereunder; provided that such subsidiaries or affiliates are

approved in writing by the County and such subsidiaries or affiliates agreed to be bound by the provisions of this Reimbursement Agreement. Any approval by the County may be made by the Chairman of the County Council and the County Administrator, which approval shall be in writing.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Fee In Lieu Of Tax Payments.

(a) Pursuant to Section 4-1-175 of the Act, the Company shall be required to make payments in lieu of ad valorem taxes (the “Fee Payments”) to the County with respect to the Project. The Company shall make Fee Payments on all real and personal property which comprise the Project and are placed in service for so long as such property remains within the boundaries of the Oconee-Pickens Park, as follows: the Company shall make annual Fee Payments to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed for ad valorem taxes. The amount of such annual Fee Payments shall be an amount equivalent to the ad valorem property taxes that would have been due and payable except for the exemption provided by the Act.

Section 4.2 Public Infrastructure Reimbursements.

(a) In order to finance the costs of designing, acquiring, constructing, expanding and improving the infrastructure in connection with the Project, based upon the expectation that the Company will make a total capital investment in real and personal property qualifying under the Act for the Project, without regard to depreciation, of at least the Minimum Investment within the Investment Period, the County will include the Company’s Real Property upon which the Project is to be located in the Park pursuant to the Park Agreement and agrees to use good faith efforts to maintain such inclusion in order to enable the Public Infrastructure Reimbursement to be paid to the Company as described herein. The Public Infrastructure Reimbursement will be payable

exclusively from Net Fee Payments the County receives and retains under the Park Agreement. The Public Infrastructure Reimbursement shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

(b)(i) In order to finance the costs of designing, acquiring, constructing, expanding and improving the infrastructure in connection with the proposed Project, based upon the expectation that the Company and its tenants located at the Project will make a total capital investment in real and personal property qualifying under the Act for the Project, without regard to depreciation, of at least the Minimum Investment within the Investment Period, based upon the Company's payment for certain infrastructure consisting of approximately Four Million Two Hundred Thousand dollars (\$4,200,000) toward the sewer infrastructure upgrades described in Section 4.2(a) above serving the Project, the County agrees to grant and pay to the Company a Public Infrastructure Reimbursement pursuant to the Act equal to twenty-five percent (25%) of the Net Fee Payments until such time as the Company has received a cumulative maximum total of Three Million dollars (\$3,000,000). The County has included the Company's Real Property and other portions of such Real Property sold or leased by the Company as of the date hereof, all of which are part of the Project located in the Park pursuant to the Park Agreement in order to enable the County to grant the Public Infrastructure Reimbursement to the Company as described herein. The Public Infrastructure Reimbursement will be payable exclusively from those Net Fee Payments, which the County receives and retains each year under the Park Agreement. The Public Infrastructure Reimbursements shall not constitute a general obligation of indebtedness of the County nor a pledge

of the full faith and credit or the taxing power of the County.

- (b)(ii) In order to address the commitments of the Company to the County described in Sections 2.1(d) and 2.2(e) hereof with respect to the construction of any specific building within the Project or a particular phase of the Project, including, but not limited to, construction of any building on an outparcel of the Project, and the overall aesthetic impact of the Project at the Project site, the Company shall submit building plans to the County prior to or upon completion of such building or phase which reflect compliance with the standards set forth in Section 4.2(b)(iii) below. In the event that such building or phase causes the Project to not comply with such standards at such time, the Company and the County agree that all annual Public Infrastructure Reimbursements payable by the County on or after the completion of such building or phase shall be reduced by a percentage equal to (A) the cost of such building or phase based upon the total capital investment therefor divided by (B) the total capital investment in the Project at the time of such completion or the Minimum Investment, whichever is greater. Such reductions shall continue to be effective, unless or until such time as the Company brings the Project into compliance with the standards of Section 4.2(b)(iii). Notwithstanding anything herein to the contrary, the aggregate amount of Public Infrastructure Reimbursements to be taken on a cumulative basis at any point in time shall not exceed the aggregate amount of Company investment in Qualifying Infrastructure Improvements as of such time.
- (b)(iii) Notwithstanding any provision herein to the contrary, the standards for all building facades at the Project, whether located on an outparcel or elsewhere on the Real

Property that face or are clearly visible from a public street (collectively, the “Public Facades”) will require that such facades, including the colors thereof, be subject to the County’s review and written approval prior to commencement of construction, and the Public Facades must also include certain building materials described below, which materials must comprise not less than [TO BE DETERMINED] percent ([]%) of building faces of the Public Facades in the aggregate at any time, excluding those areas which are glazed. Materials for the Public Facades would include, but not be limited to, one or more of the following, selected at the Company’s discretion, but subject to the County’s written approval prior to the commencement of construction; provided that any other materials selected for use shall be sufficiently consistent with the listed materials so as to create the aesthetically enhanced appearance sought for the Project, at the time: stone, including stacked stone, cultured stone and field stone; painted precast/tilt-wall or other concrete systems provided that they utilize form liners which give the appearance and texture of stone, wood or other natural material; masonry, including brick, block and split face block; hardie panels or other materials giving the appearance of wood; metal panels, including standing seam roofs or awnings; and exposed wood beams or material with the appearance of wood. The use of all materials listed above is not required, but the listing is meant as a menu and guideline of Public Facade materials for the Company to choose to achieve the agreed-upon appearance of the Project, thereby justifying the Public Infrastructure Reimbursements.

- (c) Notwithstanding anything herein to the contrary, in no event shall the Company be

entitled to claim any abatement of ad valorem taxes that might otherwise be allowed by law with respect to any portion of the Project which receives the benefit of the Public Infrastructure Reimbursements and the Company specifically and explicitly agrees not to claim or take such an abatement.

(d) NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THE PUBLIC INFRASTRUCTURE REIMBURSEMENTS AS SHALL BECOME DUE HEREIN ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THE AGREEMENT, 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 GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR PUBLIC INFRASTRUCTURE REIMBURSEMENTS.

(e) As a condition to the Public Infrastructure Reimbursement benefit provided herein, the Company agrees to annually provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project and the cumulative investment in qualifying infrastructure at the project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than December 31 of the tax year.

(f) The County shall annually prepare all applicable property tax bills for the Project

net of the Public Infrastructure Reimbursement described herein, provided the Company has timely complied with the annual filing requirement as specified in Section 4.2(e) of this Agreement.

Section 4.3 [INTENTIONALLY OMITTED]

Section 4.4 [INTENTIONALLY OMITTED]

Section 4.5 [INTENTIONALLY OMITTED]

Section 4.6 Place and Allocation of Fee in Lieu of Tax Payments. The Company shall make the Fee Payments directly to the County in accordance with applicable law. The County shall be responsible for allocating the Fee Payments among the County, any municipality or municipalities, school districts, and other political units entitled under applicable law and the Park Agreement to receive portions of such payments.

Section 4.7 [INTENTIONALLY OMITTED]

Section 4.8 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged substantially in whole by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Agreement.

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

(c) Election to Remove. In the event the Company elects not to terminate this Agreement

pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

(d) Effect of Election. Any election by the Company under this Section 4.8 shall be subject to the terms and provisions of Section 4.6 hereof, and shall not operate to relieve the Company of its obligation to pay any amounts that may become due under Sections 4.1 or 4.2 hereof or other amounts then due and payable to the County under this Agreement and shall be subject to any provisions of this Agreement which are expressly stated to survive termination hereof.

Section 4.9 Condemnation.

(a) Complete Taking. If at any time during the Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Reimbursement Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or a transfer in lieu thereof, the Company may elect: (i) to terminate this Reimbursement Agreement; or (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

(c) Effect of Election. Any election by the Company under this Section 4.9 shall be subject to the terms and provisions of Section 4.6 hereof, and shall not operate to relieve the Company

of its obligation to pay any amounts that may become due under Sections 4.1 and 4.2 hereof or other amounts then due and payable to the County under this Agreement, and shall be subject to any provisions of this Agreement which are expressly stated to survive termination hereof.

Section 4.10 Maintenance of Existence. The Company agrees that it shall not take any action which will materially impair the maintenance of its corporate existence or its good standing under all applicable provisions of its state of incorporation and State law.

Section 4.11 Indemnification Covenants. The Company shall and agrees to indemnify and save the County, its elected officials, officers, employees, and agents (collectively, as previously identified, the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm, or corporation arising from the County’s entry into, and performance under, this Agreement. The Company shall indemnify and save the County and the Indemnified Parties 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 or any Indemnified Party, the Company shall defend them in any such action, prosecution or proceeding with counsel reasonably acceptable to the County and the Indemnified Party. The Company also agrees to pay all other reasonable and necessary out of pocket expenses of the County in the negotiation, preparation, approval, and administration of this Agreement, including, without limitation, attorneys’ fees. This Section 4.11 shall survive the termination of this Agreement.

Section 4.12 [INTENTIONALLY OMITTED]

Section 4.13 Assignment and Leasing. This Reimbursement Agreement may be assigned in whole or in part and the Project may be leased as a whole or in part by the Company so long as such assignment or lease is made in compliance with the Act, or any successor provision. The County’s consent to the assignment of this Reimbursement Agreement is required, which consent shall not be

unreasonably withheld. To the extent permitted by law, no consent of the County to such assignment or leasing shall be required for financing related transfers, including leasing and sale/leaseback transfers, and for short term uses by third parties for hotel lodging purposes.

Section 4.14 Events of Default. The following shall be “Events of Default” under this Reimbursement Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Reimbursement Agreement, any one or more of the following occurrences:

(a) Failure by the Company to pay, upon levy, the Fee Payments or any other amounts payable to the County under this Agreement; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes;

(b) Failure by the Company to make the Minimum Investment within the Investment Period, or to maintain such Minimum Investment, without regard to depreciation, after the Investment Period has expired;

(c) Failure by the Company to act in accordance with the representations and warranties contained in this Reimbursement Agreement;

(d) Failure by the Company to perform any of the other material terms, conditions, obligations, or covenants of the Company hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.15 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(a) Terminate the Reimbursement Agreement, including all terms and provisions thereof, at which time the Company, its successors, assigns, and affiliates, jointly and severally shall repay all

Public Infrastructure Reimbursements made by the County to the Company;

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

Section 4.16 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Reimbursement Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.17 Reimbursement of Legal Fees and Expenses. If the Company defaults under any of the provisions of this Reimbursement Agreement and the County employs attorneys or incurs other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County. The Company agrees to reimburse the County for the legal fees and expenses of its outside legal counsel engaged to represent the County in the negotiation of this Reimbursement Agreement and the transactions contemplated thereby, which fees and expenses shall not exceed Five Thousand Dollars (\$5,000).

Section 4.18 No Waiver. No failure or delay on the part of either party to this Agreement in

exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party.

Section 4.19 Collection of Fee Payments and Related Payments. In addition to all other remedies herein provided, the nonpayment of Fee Payments to the County required hereunder shall constitute a lien for tax purposes as provided in the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapters 49, and 51, of the Code) relating to the enforced collection of ad valorem taxes to collect any Fee Payments due hereunder.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Reimbursement Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:

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

WITH A COPY TO:

Oconee County, South Carolina
415 South Pine Street
Walhalla, SC 29691

Attention: County Attorney

King Kozlarek Law
P. O. Box 565
Greenville, SC 29602-0565
Attention: Michael E. Kozlarek, Esq.

AS TO THE COMPANY: [INSERT]

WITH A COPY TO:

Parker Poe Adams & Bernstein LLP
110 East Court Street, Suite 200
Greenville, SC 29601
Attention: Richard L. Few, Jr., Esq.

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

Section 5.3 Counterparts; Electronic Signatures. This Reimbursement Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument. This Reimbursement 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 Reimbursement Agreement to be original signatures and may conclusively be relied upon by any party to this Reimbursement Agreement.

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

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

Section 5.6 Amendments. The provisions of this Reimbursement Agreement may be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. The County and the Company agree to execute and deliver to one another such additional instruments as the County or the Company may reasonably request to effectuate the purposes of this Reimbursement Agreement. To the extent any cost or expense (other than *de minimis*) is involved for Company requests, the Company shall bear such expense.

Section 5.8 Severability. If any provision of this Reimbursement Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid, or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the County and the Company with the maximum benefits to be derived herefrom, but never at any greater direct cost to the County than the benefits described herein.

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

CONSTITUTIONAL OR STATUTORY LIMITATION.

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

OCONEE COUNTY, SOUTH CAROLINA

By: _____
John Elliott, Chair of Oconee County Council
Oconee County, South Carolina

Attest:

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

[PROJECT GREENPAW]

By: _____

Exhibit A
to

**Public Infrastructure
Reimbursement Agreement**

Agreement for the Development
of a Joint County Industrial and Business Park
between Pickens County and Oconee County
dated as of _____, 2023

Exhibit B
to

**Public Infrastructure
Reimbursement Agreement**

INVESTMENT AND INFRASTRUCTURE CERTIFICATION

INVESTMENT AND INFRASTRUCTURE CERTIFICATION

I _____, the _____ of _____ (the "Company"), do hereby certify in connection with Section 4.2 of the Public Infrastructure Reimbursement Agreement dated as of _____, 2023 between Oconee County, South Carolina and the Company (the "Agreement"), as follows:

(1) The total investment made by the Company and any affiliates in the Project during the calendar year ending December 31, 20__ was \$_____.

(2) The cumulative total investment made by the Company and any affiliates in the Project from the period beginning _____, 2023 (that is, the beginning date of the Investment Period) and ending December 31, 20__, is \$_____.

(3) As of the date hereof, the aggregate amount of Public Infrastructure Reimbursements previously received by the Company and any affiliates is \$_____.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 20__.

Name: _____
Its: _____

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
COUNTY OF PICKENS) **AGREEMENT FOR DEVELOPMENT OF A
JOINT COUNTY INDUSTRIAL AND
BUSINESS PARK (PROJECT GREENPAW)**

THIS AGREEMENT for the development of a joint county industrial and business park to be located initially only within Oconee County is made and entered into as of [] [], 2023 by and between Oconee County, South Carolina (“Oconee County”) and Pickens County, South Carolina (“Pickens County”).

RECITALS

WHEREAS, Oconee County and Pickens County are contiguous counties which, pursuant to Ordinance No. 2022-32, enacted by Oconee County Council on [] [], 2023, and Ordinance No. [], enacted by Pickens County Council on [], 2023, have each determined that, to promote economic development and thus encourage investment and provide additional employment opportunities within both counties, there should be developed, initially, in Oconee County only, a joint county industrial and business park (“Park”), to be located upon property more particularly described in Exhibit A; and

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

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

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

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

3. Location of the Park.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Revenue Allocation within Each County.

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

(B) Revenues allocable to Oconee County by way of fees in lieu of ad valorem taxes generated from properties located in the Pickens County portion of the Park shall be distributed solely to Oconee County. Revenues allocable to Pickens County by way of fees in lieu of ad valorem taxes generated from properties located in the Oconee County portion of the Park shall be distributed solely to Pickens County.

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

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

10. Applicable Ordinances and Regulations. Any applicable ordinances and regulations of Oconee County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Oconee County portion of the Park unless any such property is or

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

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

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

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

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

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

16. Term; Termination. This Agreement shall extend for a term of 10 years from the effective date of this Agreement, or such later date as shall be specified in any amendment. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Oconee County or Pickens County has outstanding contractual covenants, commitments, or agreements to any owner or lessee of Park property, including, but not limited to, [Project Greenpaw] ("Company"), to provide, or to facilitate the provision of, public infrastructure reimbursements, including, but not limited to, those set forth in that certain Public Infrastructure Reimbursement Agreement, by and between Oconee County, South Carolina and the Company, dated as of _____, 2023, as may be amended, modified, or supplemented from time to time (but the benefits of which, as of the date of this Agreement, are anticipated to expire on or before December 31, 2033), or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the Host County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chair of County Council
Oconee County, South Carolina

[SEAL]

Attest:

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

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Chair of County Council
Pickens County, South Carolina

[SEAL]

Attest:

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

EXHIBIT A
OCONEE COUNTY PROPERTY

[DESCRIPTION TO BE INSERTED PRIOR TO ADOPTION]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT B
PICKENS COUNTY PROPERTY

NONE

[REMAINDER OF PAGE INTENTIONALLY BLANK]

NOTICE OF TERMINATION OF INCENTIVE AGREEMENTS

TO: Oconee County, South Carolina
Attention: County Administrator
and
South Carolina Department of Revenue
Attention: Michelle Mishoe

FROM: PreZero US Services, LLC (the “Sponsor”)

EFFECTIVE DATE: January 3, 2023

RE: Termination of Incentive Agreements (as defined below)

Introduction

Reference is made to that certain Fee in Lieu of Tax Agreement between Oconee County, South Carolina (the “County”) and ACI Plastics South, LLC, dated as of October 1, 2014, as amended on October 1, 2019 and October 8, 2021 (the “Existing FILOT Agreement”), and any other economic development and/or incentive agreements related to the Economic Development Property (as defined in the Existing FILOT Agreement), including all related special source revenue credit agreements and any other incentive arrangements currently in place with the County in relation to the Sponsor’s (and its related entities’) property subject to the APA (as defined below) (collectively with the Existing FILOT Agreement, the “Incentive Agreements”).

Notice

This Notice of Termination of Incentive Agreements (“Notice”) is given in connection with the sale by the Sponsor and certain of its related entities of property (including the Economic Development Property) to Carolina Poly, Inc. (the “Purchaser”) under that certain Asset Purchase Agreement between the Sponsor and certain of its related entities and the Purchaser dated as of December 16, 2022 (the “APA”).

In submitting this Notice, the Sponsor represents and warrants that all amounts due and owing under the Existing FILOT Agreement have been paid and that the Sponsor is and has been, in all other respects, in material compliance under the Existing FILOT Agreement.

The Sponsor has been informed by the Purchaser that the Purchaser intends to enter into a new Fee in Lieu of Tax Agreement with the County (the “New FILOT Agreement”) immediately upon effectiveness of the Termination of Incentive Agreements. Without further action by or on behalf of the Sponsor or the County, the termination of the Incentive Agreements shall be effective upon and as of the date of the effectiveness of the New FILOT Agreement. It is understood and agreed that the termination of the Incentives Agreements shall occur in such a manner and at such time

that there would be no gap of time between termination of the Incentives Agreements and the effectiveness of the New FILOT Agreement. The Sponsor will send to the County and the South Carolina Department of Review an electronic notification that the closing of the transactions contemplated in the APA has occurred; the Sponsor understands that the County will ensure that the New FILOT Agreement becomes effective upon such closing.

Indemnification

Further, in consideration of the Sponsor submitting this Notice and receiving the County's execution of the same, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Notice, accepting the Sponsor's notice of termination of the Existing FILOT Agreement, and otherwise by virtue of the County having executed this Notice (collectively, "Losses").

Any Indemnified Party seeking to be indemnified hereunder shall promptly notify the Sponsor in writing of any claim that could reasonably be expected to result in Losses, specifying in reasonable detail the nature of such Losses. The Indemnified Party shall provide to the Sponsor as promptly as practicable thereafter all information and documentation reasonably requested by the Sponsor to verify the Losses asserted.

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

The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor's expense. The Sponsor is entitled to use counsel of its choice, manage, and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party; provided, further, that if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Sponsor reasonably determines that a conflict of interest exists between the County and the Sponsor, then the County may, in its reasonable discretion, hire independent counsel, as described above, to assume such defense, and the Sponsor shall be liable for the reasonable cost of such counsel, as described above.

Whether or not the Sponsor chooses to defend such claim, all the parties hereto shall cooperate in the defense thereof and shall furnish such records, information and testimony and shall attend such conferences, discovery proceedings and trials as may be reasonably requested in connection therewith.

This indemnity survives the termination of the Existing FILOT Agreement with respect to liability arising out of any event or act occurring prior to such termination.

Notice

Please return to the Sponsor at the email address set forth hereinbelow a signed copy of this Notice evidencing the County's consent and agreement to the matters contemplated by this Notice, including, without limitation, for purposes of Section 12-44-140 of the FILOT Simplification Act.

[SIGNATURE PAGE FOLLOWS]

Respectfully submitted,

PreZero US Services, LLC

By _____

Bob Berezansky, Chief Financial Officer
2301 E. 7th Street, Ste. A-337
Los Angeles, CA 90023
Email: Bob.Berezansky@PreZero.us

cc: King Kozlarek Law LLC
PO Box 565
Greenville, SC 29602
Attention: Michael E. Kozlarek
Email: michael@kingkozlarek.com

Womble Bond Dickinson (US) LLP
PO Box 999
Charleston, SC 29401
Attention: Stephanie Yarbrough
Email: Stephanie.Yarbrough@wbd-us.com

K&L Gates LLP
324 Meeting Street, Suite 500
Charleston, SC 29401
Attention: Stephen R. McCrae, Jr.
Email: steve.mccrae@klgates.com

Consented to and Agreed by the County:

Oconee County, South Carolina

By: _____

Name:

Title:

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: January 17, 2023
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Local ATAX Recommendations- Oconee County PRT Commission - \$290,353

BACKGROUND OR HISTORY:

A portion of Local ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission based on tourism impact of the project and approved by County Council. All external ATAX grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant.

These reports are placed in the grant folder, which is kept active by the PRT staff until the grant is considered complete. Internal projects through Oconee PRT are also recommended through local ATAX for eligible projects to lessen the impact to the general fund when available.

Due to a mandated lengthy closure during the pandemic, Walhalla Performing Arts Center (WPAC) depleted a large amount of reserve funds to pay ongoing bills. This request will allow WPAC to continue booking deposits for events as planned for 2022 and not have to cancel shows due to lack of funding for future deposits. Approximately 65% of all attendance to WPAC are non-Oconee County attendees, providing a great economic benefit to the region. This is an eligible request for local ATAX funding.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? No [review #2001-15 on Procurement's website]
If no, explain briefly: NO-ATAX grants

FINANCIAL IMPACT:

Local ATAX available balance as of December 1, 2022:	\$570,443.12
If all grants/projects approved/new balance will be:	\$280,090.12

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes
If yes, who is matching and how much: Varies by grant!

ATTACHMENTS

Spreadsheet unanimously approved by PRT Commission on 12/1/22.

STAFF RECOMMENDATION:

Approval of ATAX grant recommendations per the attached spreadsheet.

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Phil Shirley, PRT Director
Department Head/Elected Official

Amanda Brock, County Administrator

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

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

Jan-23

Local/State ATAX Recommendations-Jan 2023

				Amount	PRT
				Eligible for	Commission
Applicant	ATAX	Funds Requested	Project Description	ATAX	Recommendation
Oconee PRT-Chau Ram	Local	\$39,000	Recreation Building roof replacement/gutter install and Shelter 2 new footers, support beams and grilling pad	\$39,000	\$39,000
Oconee PRT-Chau Ram	Local	\$30,080	Engineering/Design, Surveying and Construction Management for new shelter 1 and dry water bed design-Thomas & Hutton	\$30,080	\$30,080
Oconee PRT-High Falls	Local	\$75,000	Alexander-Cannon-Hill House Preservation Project-Phase III	\$75,000	\$75,000
Oconee PRT-South Cove	Local	\$13,643	Replace John Deere Gator 6x4 Gas model with power lift	\$13,643	\$13,643
Oconee PRT-South Cove	Local	\$25,630	Campground Playground-Replace outdated climber and spinner with three new nature themed climbers plus ADA approved mulch refill	\$25,630	\$25,630
Oconee PRT-South Cove	Local	\$40,000	Fiber Wi-Fi installation for campground, residence and recreation building	\$40,000	\$40,000
Oconee PRT-South Cove	Local	<u>\$67,000</u>	Emergency Engineering, design and installation of campground septic sytem-upper bathhouse	<u>\$67,000</u>	<u>\$67,000</u>
Totals		\$290,353		\$290,353	\$290,353.00

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: **January 17, 2022**

ITEM TITLE:

Title: Change Order #1 PO 54878 CXT Incorporated **Department(s):** PRT **Amount: Original Purchase Order:** \$382,596.68
Change Order 1: \$ 43,812.50
Contingency: \$ 36,094.03
Total: \$462,503.21

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2022-2023 budget process. Finance Approval: _____
Budget: \$ 462,503.21 Project Cost: \$ 462,503.21 Balance: \$ 0.00

BACKGROUND DESCRIPTION:

On December 7, 2021 Council approved the Award for Seneca Creek Boat Ramp Site Development Project and on June 21, 2022 Council approved the award for the purchase of an ADA Restroom which is part of the Seneca Creek Boat Ramp Project. The pre-cast concrete ADA restroom is designed for long term sustainability and low maintenance costs. This Change Order request is for the site prep, plumbing and electrical utilities for the installation of the CXT ADA Restroom. Staff is also requesting the Contingency (\$36,094.03) for the project remain to cover any unforeseen items that may arise.

SPECIAL CONSIDERATIONS OR CONCERNS:

This project will be funded with PRT Capital and PRT ATAX funding.

ATTACHMENT(S):

1. CXT, Inc Change Order Quote
2. Pricing Breakdown

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve Change Order 1 to PO 54878 to CXT, Inc. of Spokane, WA in the amount of \$43,812.50 for a total purchase order amount of \$426,409.18.
2. Authorize the County Administrator to execute documents for this change order and sign any additional change orders within the contingency amount.

Submitted or Prepared by: _____
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: _____
Amanda F. Brock, County Administrator

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

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

Quote #: **JCHA101H0V-1**

, Inc. an L.B. Foster Company

Mailing Address:CXT Incorporated, an LBFoster Co.
606 N. Pines Road, Suite 202
Spokane Valley, WA 99206**To: Oconee County Parks, Recreation & Tourism**415 South Pine Street
Walhalla, SC 29691**Attention:** Phil Shirley**Phone:** (864) 888-1488**Fax:** (864) 888-1489**Phone:** (800) 696-5766**Fax:** (509) 928-8220**Date:** 06/06/2022

Our quotation for the Santiago - JC5 building is as follows:

Per Building

Santiago restroom building (Taos with utility section) includes: rib metal roof and horizontal lap over (Mtn Blend) napa valley rock wall texture, 16 gauge galv doors with Norton 7500 Series door closers, stainless steel plumbing fixtures (4-lavatories, 4-water closets, 2-urinals - all with I/R actuators), four soap dispensers, four Saniflow hand dryers, 3-roll toilet paper holders, two sanitary napkin dispensers, 2 Koala baby changing stations, programmable exhaust fans, GFI outlets, floor drains, four s/s mirrors, 30GL hot water heater, ADA grab bars, one hose bib in chase area, one exterior hose bib with weather proof cover, insulated building with HVAC, utility room with LED lighting, 6068 bi-parting doors, composit mop sink, motion controlled interior LED lights, photo cell controlled exterior LED lights and 200 Amp panel. Includes PE stamped drawings and State Approvals. Mod Proposal Drawing 14-335P

\$360,940.26

 \$360,940.26

Quote #: **JCHA101H0V-1**



, Inc. an L.B. Foster Company

Mailing Address:

CXT Incorporated, an LBFoster Co.
606 N. Pines Road, Suite 202
Spokane Valley, WA 99206

To: Oconee County Parks, Recreation & Tourism

415 South Pine Street
Walhalla, SC 29691

Attention: Phil Shirley

Phone: (864) 888-1488

Fax: (864) 888-1489

Phone: (800) 696-5766

Fax: (509) 928-8220

Date: 06/06/2022

FOB: Freight FOB: Destination. Price includes delivery, off-loading and setting the building on a customer prepared pad and utility stub in the Oconee County, SC area. Final connection of utilities included.

Terms: Net 30 with Credit Approval.

Shipment: Within 120 days ARO after receipt of an approved MI (Manufacturing Insurrections) and State approvals.

Quote #: JCHA101H0V-1



, Inc. an L.B. Foster Company

Mailing Address:

CXT Incorporated, an LBFoster Co.
606 N. Pines Road, Suite 202
Spokane Valley, WA 99206

To: Oconee County Parks, Recreation & Tourism

415 South Pine Street
Walhalla, SC 29691

Attention: Phil Shirley**Phone:** (864) 888-1488**Fax:** (864) 888-1489**Phone:** (800) 696-5766**Fax:** (509) 928-8220**Date:** 06/06/2022

Notes: * Site Prep CO # 1 = \$43,812.50 + Bid \$360,940.26 = Total w/o Sales Tax \$404,752.76

Site Prep Scope:

- Construct 6" gravel based pad to CXT spec for CXT Flush 2 section building.
- Includes plumbing and electrical utilities in gravel pad to CXT spec.
- Elevation benchmark must be marked on site prior to construction.
- Gravel based pad constructed on current natural grade.
- Does not include any subgrade preparation.
- Does not include any concrete foundation support.
- Includes utilities run out to 5' from pad.
- Utilities schedule 40 PVC for sewer and copper for water to CXT spec.
- Includes concrete apron (5' sides & 10' on ends) on grade around perimeter of the building.
- Full install must be ordered.
- Does not include connecting main utilities to pad utilities.
- Includes 1 mobilization and demobilization.
- Change orders must be approved with 24 hours if necessary.
- Owner must have site ready prior to construction.
- CXT not responsible for incidental damage to surrounding landscape.

Total \$43,812.50

Notes:

- Price does not include the following customer responsibilities.
- Owner responsible for survey.
- Owner responsible for geotechnical services.
- Owner responsible for all locates for building.
- Owner responsible for any and all permits.
- Does not include any retaining walls.
- Does not include any provisions for archeological occurrence.
- Main utilities to building must be marked and clearly identified.
- Main utilities must meet CXT specifications for CXT Flush building.
- Change orders must be approved within 24 business hours.

Important: Tractor trailer and crane must have access to site and literally set up next to the utility pad for off- loading of the building. If drop deck trailer cannot gain access to the site then additional site access requirement fees will be incurred. Road must allow standard 120' truck and trailer clear passage to site. It is the customer's responsibility to address any encumbrances to site access.

Pricing Breakdown

PO 54878 CXT Incorporated	
CXT Building	\$360,940.26
Sales Tax	\$21,656.42
PO 54878 Total	\$382,596.68
Change Order 1	\$43,812.50
PO 54878 Total w/CO 1	\$426,409.18
Contingency Approved by Council 6/21/2022	\$36,094.03
Project Total	\$462,503.21

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: January 17, 2022

ITEM TITLE:

Title: **2012 Komatsu WA600 Rebuild**

Department: **Rock Quarry**

Amount: **\$ 376,217.00**

Contingency 10%: \$ 37,621.70

Total: \$ 413,838.70

FINANCIAL IMPACT:

Procurement pending approval of the FY 22-23 budget.

Budget: **\$ 413,838.70** Project Cost: **\$ 413,838.70** Balance: **\$ 0.00**

Finance Approval: _____

BACKGROUND DESCRIPTION:

This expense is for a half-life rebuild of the 2012 Komatsu WA600 Pit Loader (asset number 335.09).

The Quarry utilizes this Komatsu WA600 pit loader to support daily operations. The pit loader is due for a rebuild based on the hours (17,293). Quarry Staff recommends the half-life rebuild, as downtime and the cost of maintenance for this machine is on the rise. This truck is essential for the Quarry to keep up with rock production.

The cost of a new Komatsu WA600 is \$1,047,311.00 and has a life expectancy of approximately 10 years. A half-life rebuild should provide a similar lifespan. The estimated cost for the rebuild is \$376,217.00. Staff is requesting a 10% contingency, in the amount of \$37,621.70, for unforeseen items that may arise during the rebuild.

SPECIAL CONSIDERATIONS OR CONCERNS:

Linder Machinery is the surface mining Komatsu Dealer, Repair and Service Center for our area. The rebuild includes a one (1) year, unlimited hour full-warranty and the remanufactured assurance program includes a prorated, four (4) year, 10,000-hour warranty.

ATTACHMENT(S):

1. Price Breakdown
2. Linder Industrial Machinery Quote
3. Authorized / Surface Mining Komatsu Dealer for SC

STAFF RECOMMENDATION:

It is the staff's recommendation that Council;

1. Approve the half-life rebuild of the 2012 Komatsu WA600 to Linder Industrial Machinery of Greer, SC, in the amount of \$376,217.00 and a 10% contingency amount of \$37,621.70; for a total award of \$413,838.70.
2. Authorize the County Administrator to approve any change orders within the contingency amount.
3. Authorize the County Administrator to transfer sufficient funds within the Rock Quarry's budget to the correct budget codes.

Submitted or Prepared by: _____

Tronda Popham, Procurement Director

Approved for Submittal to Council: _____

Amanda Brock, County Administrator

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

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

Pricing Breakdown for 2012 Komatsu WA 600 Half-Life Rebuild

Segment 1 - Replace Engine	
Parts	\$107,547.48
Labor	\$16,560.00
Misc. Freight LTL Packaging, Service Supplies	\$2,750.00
Segment 1 Total	\$126,857.48
Segment 2 - 2 Radiator & Aftercooler Hose and Clean Radiator	
Parts	\$3,674.81
Labor	\$2,484.00
Misc. Cooler Package	\$2,800.00
Segment 2 Total	\$8,958.81
Segment 3 - Cooling Fan	
Parts	\$7,455.83
Labor	\$828.00
Segment 3 Total	\$8,283.83
Segment 4 - 4 Cylinder Reseal & Cylinder Barrel Weld Magniflux	
Parts	\$30,937.69
Labor	\$4,416.00
Misc (Hoist Cylinder Res, Dump/Tilt Cylinder, Steering Cylinder)	\$16,746.89
Segment 4 Total	\$52,100.58
Segment 5 - Engine Mounts	
Parts	\$3,741.38
Labor	\$0.00
Segment 5 Total	\$3,741.38
Segment 6 - HYD Tank Remove & Clean	
Parts	\$1,601.00
Labor	\$1,656.00
Segment 6 Total	\$3,257.00
Segment 7 - Cab Removal & Install	
Parts	\$0.00
Labor	\$1,656.00
Segment 7 Total	\$1,656.00
Segment 8 - HYD Pump & Steering Pump	
Parts	\$35,931.96
Labor	\$4,416.00
Misc - Freight Package	\$350.00
Segment 8 Total	\$40,697.96

Pricing Breakdown for 2012 Komatsu WA 600 Half-Life Rebuild

Segment 9 - U-Joist	
Parts	\$3,952.95
Labor	\$1,656.00
Segment 9 Total	\$5,608.95
Segment 10- Damper	
Parts	\$5,834.71
Labor	\$2,208.00
Segment 10 Total	\$8,042.71
Segment 11 - Reseal Brake & HYD Accumulators	
Parts	\$6,952.30
Labor	\$3,312.00
Segment 11 Total	\$10,264.30
Segment 12 - Steering Valve	
Parts	\$11,658.52
Labor	\$1,104.00
Segment 12 Total	\$12,762.52
Segment 13 - Pins & Bushings	
Parts	\$42,674.12
Labor	\$13,800.00
Misc - Freight LTL Package	\$4,500.00
Segment 13 Total	\$60,974.12
Segment 14 - Front RH Wheel Reseal	
Parts	\$6,149.97
Labor	\$4,968.00
Segment 14 Total	\$11,117.97
Segment 15 - Cab Renewal	
Parts	\$10,367.39
Labor	\$276.00
Segment 15 Total	\$10,643.39
Segment 16 - Line Boring	
Parts	\$0.00
Labor	\$7,500.00
Segment 16 Total	\$7,500.00
Segment 17 - Transportation	
Transport to Shop	\$1,875.00
Transport to Quarry	\$1,875.00
Segment 17 Total	\$3,750.00
Total all Segments	\$376,217.00
Contingency 10%	\$37,621.70
Grand Total	\$413,838.70

ESTIMATE NO E26001780	DATE 12-05-22
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LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO BP0008530	PAGE NO 1
--------------------------	--------------

PAYMENT TERMS N10 PROX

Service Estimate

CUSTOMER RFQ# NEEDED

INVOICE TO:

WORK SITE:

OCONEE COUNTY ROCK QUARRY
COUNTY MAIL ROOM
686 ROCK CRUSHER RD
WALHALA SC 29691

LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

SALESMAN: Thomason Jr, Daniel Y.
CONTACT : MOXLEY

GOOD THRU : 01-04-23
REF:

KOMATSU MODEL:WA800-6 S/N:60937 CUST UNIT: UNIT:E00029976

SEGMENT : 1 REPLACE ENGINE CUSTOMER SHOP SERVICE
KOMATSU MODEL:WA600-6 S/N:60937 CUST UNIT: UNIT:E00029976
WORK SITE: 525 OLD JONES ROAD GREER SC 29651

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
1401104H2	BULK 15W40 LA CJ	23	14.59	0.00	335.57
600-319-4540	CARTRIDGE	1	120.58	0.00	120.58
600-319-3550	CARTRIDGE	1	80.21	0.00	80.21
600-319-3841	CARTRIDGE	1	114.83	0.00	114.83
600-211-1341	CARTRIDGE	3	78.09	0.00	234.27
R6245A00013T3	BASE ENGINE, WA	1	93,970.12	51,000.00	144,970.12
6245-81-6360	V-BELT	1	72.26	0.00	72.26
RKD90A03	ALTERNATOR	1	1,218.72	276.16	1,494.88
426-07-31111	COMPRESSOR	1	1,174.25	0.00	1,174.25
426-04-31350	HOSE	1	89.66	0.00	89.66
426-04-31340	HOSE	1	74.45	0.00	74.45
426-04-31360	HOSE	1	126.84	0.00	126.84
08210-01809	TUBE	1	64.50	0.00	64.50
08210-01807	TUBE	1	67.21	0.00	67.21
08210-01820	TUBE	1	75.68	0.00	75.68
6245-11-5700	MUFFLER	1	4,688.57	0.00	4,688.57
6142-22-4640	SPACER	4	15.05	0.00	60.20
01580-01210	NUT P	4	1.80	0.00	7.20
01010-E1285	BOLT	4	10.85	0.00	43.40
01010-E1290	BOLT	4	10.85	0.00	43.40
6245-11-5750	FLANGE	1	394.08	0.00	394.08
6240-11-5760	GASKET	1	54.75	0.00	54.75
01020-01025	BOLT	4	9.53	0.00	38.12
01643-31032	WASHER P60	4	1.17	0.00	4.68
6245-11-5740	JOINT	1	391.14	0.00	391.14
6162-13-5480	SEAL RING	2	23.84	0.00	47.68

ESTIMATE NO E26001780	DATE 12-05-22
PAYMENT TERMS N10 PROX	

LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO BP0008530	PAGE NO 2
CUSTOMER RFQ# NEEDED	

Service Estimate

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
6245-11-5520	TUBE	1	109.64	0.00	109.64
6162-13-5660	CLAMP	1	6.57	0.00	6.57
6162-13-5611	GASKET ___ P6	1	3.67	0.00	3.67
6130-12-8620	HOSE	1	71.97	0.00	71.97
07281-00709	CLAMP	2	6.86	0.00	13.72
6162-13-5870	HOSE	1	109.61	0.00	109.61
07281-00709	CLAMP	2	6.86	0.00	13.72
6245-81-6170	BELT	1	78.23	0.00	78.23
R600-813-9512	STARTER	2	1,077.94	651.00	3,457.88
6221-81-6810	GASKET	2	5.36	0.00	10.72
600-185-6100	ELEMENT ASSY	1	222.50	0.00	222.50
6245-11-4871	HOSE	1	365.78	0.00	365.78
208-01-72180	CLAMP	2	71.05	0.00	142.10
R6245A00013T3CC		-1	51,000.00	0.00	-51,000.00
RKD90A03CC	Alternator	-1	276.16	0.00	-276.16
R600-813-9512CC	STARTER	-1	651.00	0.00	-651.00
	FREIGHT LTL PACKAG	1.00	2,500.00		2,500.00
	SERVICE SUPPLIES	1.00	250.00		250.00
LABOR					16,560.00

SEGMENT 1 TOTAL:
107,547.48 PARTS 16,560.00 LABOR 2,750.00 MISC. 0.00 TAX 126,857.48 TOTAL

ESTIMATE NO E26001780	DATE 12-05-22
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LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO BP0008530	PAGE NO 3
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PAYMENT TERMS N10 PROX

Service Estimate

CUSTOMER RFQ# NEEDED

SEGMENT 2 RADIATOR AND AFTERCOOLER HOSE AND CLEAN RADIATOR CUSTOMER SHOP SERVICE

KOMATSU MODEL:WA600-6 S/N:60937 CUST UNIT: UNIT:E00029976

WORK SITE: 525 OLD JONES ROAD GREER SC 29651

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
07260-27415		2	136.73	0.00	273.46
07299-00095	CLAMP	8	31.44	0.00	251.52
426-03-33361	GASKET	1	12.77	0.00	12.77
07002-23634	O-RING	1	15.53	0.00	15.53
7861-93-4550	SENSOR	1	384.85	0.00	384.85
426-03-35480	HOSE	1	729.39	0.00	729.39
208-62-73910	CLAMP	1	78.80	0.00	78.80
426-62-35860	CLAMP	1	100.24	0.00	100.24
6212-11-4410	HOSE	1	324.48	0.00	324.48
20Y-62-51671	CLAMP	4	62.85	0.00	251.40
07260-27418	HOSE	1	127.02	0.00	127.02
07299-00095	CLAMP	4	31.44	0.00	125.76
02763-00610	HOSE	1	143.26	0.00	143.26
02763-00614	HOSE	1	127.83	0.00	127.83
426-03-37640	SEAL	2	61.37	0.00	122.74
426-03-31220	O-RING	16	37.86	0.00	605.76
	COOLER PACKAGE CLE	1.00	2,800.00		2,800.00
LABOR					2,484.00

SEGMENT 2 TOTAL:

3,674.81 PARTS 2,484.00 LABOR 2,800.00 MISC. 0.00 TAX 8,958.81 TOTAL

ESTIMATE NO E26001780	DATE 12-05-22
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LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO BP0008530	PAGE NO 4
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PAYMENT TERMS N10 PROX

Service Estimate

CUSTOMER RFQ# NEEDED

SEGMENT : 3 COOLING FAN CUSTOMER SHOP SERVICE
KOMATSU MODEL:WA600-6 S/N:60937 CUST UNIT: UNIT:E00029978
WORK SITE: 525 OLD JONES ROAD GREER SC 29651

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
708-7W-00210	MOTOR ASS'Y	1	7,455.83	0.00	7,455.83
LABOR					828.00
SEGMENT 3 TOTAL:					
7,455.83 PARTS	828.00 LABOR	0.00 MISC.	0.00 TAX		8,283.83 TOTAL

ESTIMATE NO E26001780	DATE 12-05-22
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LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO BP0008530	PAGE NO 5
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PAYMENT TERMS N10 PROX

Service Estimate

CUSTOMER RFQ# NEEDED

SEGMENT : 4 CYLINDER RESEAL AND CYLINDER BARREL WELD MAGNIFLUX CUSTOMER SHOP SERVICE

KOMATSU MODEL:WA600-6 S/N:60937 CUST UNIT: UNIT:E00029976

WORK SITE: 525 OLD JONES ROAD GREER SC 29651

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
707-99-44060	SERVICE KIT	2	787.79	0.00	1,575.58
707-99-77090	SERVICE KIT	2	1,059.50	0.00	2,119.00
707-99-77630	SERVICE KIT	2	2,047.31	0.00	4,094.62
426-46-33140	BUSHING	2	271.29	0.00	542.58
707-52-90501	BUSHING	2	106.19	0.00	212.38
426-46-33210	PIN	2	457.22	0.00	914.44
424-70-11910	PIN	2	533.93	0.00	1,067.86
426-46-33410	O-RING	4	85.39	0.00	341.56
426-46-33410	O-RING	4	85.39	0.00	341.56
426-70-31770	BUSHING	2	541.09	0.00	1,082.18
707-52-91171	BUSHING	2	228.55	0.00	457.10
426-70-31980	PIN	2	2,032.52	0.00	4,065.04
426-70-31970	PIN	2	1,344.00	0.00	2,688.00
426-70-11880	BUSHING	1	603.51	0.00	603.51
707-52-91171	BUSHING	1	228.55	0.00	228.55
426-70-31950	PIN	1	1,820.96	0.00	1,820.96
426-70-31940	PIN	1	1,961.97	0.00	1,961.97
426-62-32751	HOSE	2	572.34	0.00	1,144.68
426-62-32761	HOSE	2	578.93	0.00	1,157.86
07000-B3038	O-RING P60	8	13.46	0.00	107.68
426-62-34651	HOSE	1	686.26	0.00	686.26
426-62-33970	HOSE	1	934.46	0.00	934.46
07000-B3048	O-RING P60	4	12.71	0.00	50.84
426-62-35331	HOSE	1	551.93	0.00	551.93
07000-B3032	O-RING P60	1	13.30	0.00	13.30
07000-B3038	O-RING P60	1	13.46	0.00	13.46
02756-003A5	HOSE	4	73.55	0.00	294.20
02896-61009	O-RING P60	8	4.83	0.00	38.64
426-62-31461	HOSE	1	262.24	0.00	262.24
07000-B3048	O-RING P60	1	12.71	0.00	12.71
07000-B3038	O-RING P60	1	13.46	0.00	13.46
426-62-32191	HOSE	1	161.55	0.00	161.55
11Y-62-11980	O-RING	2	12.52	0.00	25.04
426-62-35920	HOSE	1	391.48	0.00	391.48
426-62-35910	HOSE	1	388.13	0.00	388.13
07000-B3032	O-RING P60	6	13.30	0.00	79.80
07000-B3035	O-RING	2	13.30	0.00	26.60
56B-06-15610	SWITCH	1	466.48	0.00	466.48
	HOIST CYLINDER RES	2.00	4,015.63		8,031.26
	DUMP/TILT CYLINDER	1.00	4,478.13		4,478.13

ESTIMATE NO E26001780	DATE 12-05-22
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LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO BP0008530	PAGE NO 6
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PAYMENT TERMS N10 PROX

Service Estimate

CUSTOMER RFQ# NEEDED

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
	STEERING CYLINDER	2.00	2,118.75		4,237.50
LABOR	CYLINDER RESEAL AND CYLINDER B				4,416.00
SEGMENT	4 TOTAL				
30,837.69	PARTS	4,416.00	LABOR	16,746.89	MISC.
				0.00	TAX
					52,100.58 TOTAL

ESTIMATE NO E26001780	DATE 12-05-22
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LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO BP0008530	PAGE NO 7
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PAYMENT TERMS N10 PROX

Service Estimate

CUSTOMER RFQ# NEEDED

SEGMENT : 5 ENGINE MOUNTS CUSTOMER SHOP SERVICE
KOMATSU MODEL:WA600-6 S/N:60937 CUST UNIT: UNIT:E00029976
WORK SITE: 525 OLD JONES ROAD GREER SC 29651

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
01011-62460	BOLT	6	48.33	0.00	289.98
01643-32460	WASHER P6	8	5.03	0.00	40.24
424-01-11220	WASHER	12	60.52	0.00	726.24
424-01-11310	CUSHION	6	413.70	0.00	2,482.20
01596-02419	NUT	2	36.90	0.00	73.80
426-01-31140	BRACKET	4	32.23	0.00	128.92

SEGMENT 5 TOTAL:
3,741.38 PARTS 0.00 LABOR 0.00 MISC. 0.00 TAX 3,741.38 TOTAL

ESTIMATE NO E26001780	DATE 12-05-22
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LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO BP0008530	PAGE NO 8
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PAYMENT TERMS N10 PROX

Service Estimate

CUSTOMER RFQ# NEEDED

SEGMENT : 6 HYD TANK REMOVE AND CLEAN CUSTOMER SHOP SERVICE
KOMATSU MODEL:WA600-6 S/N:60937 CUST UNIT: UNIT:E00029976
WORK SITE: 525 OLD JONES ROAD GREER SC 29651

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT				
1400849H2	HO56 BULK	100	16.01	0.00	1,601.00				
LABOR					1,656.00				
SEGMENT 6 TOTAL:									
1,601.00	PARTS	1,656.00	LABOR	0.00	MISC.	0.00	TAX	3,257.00	TOTAL

ESTIMATE NO E26001780	DATE 12-05-22
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LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO BP0008530	PAGE NO 9
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PAYMENT TERMS N10 PROX

Service Estimate

CUSTOMER RFQ# NEEDED

SEGMENT : 7 CAB REMOVAL AND INSTALL CUSTOMER SHOP SERVICE
KOMATSU MODEL:WA600-6 S/N:60937 CUST UNIT: UNIT:E00029976
WORK SITE: 525 OLD JONES ROAD GREER SC 29651

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
LABOR	CAB REMOVAL AND INSTALL				1,656.00
SEGMENT 7 TOTAL:					
0.00 PARTS	1,656.00 LABOR	0.00 MISC.	0.00 TAX		1,656.00 TOTAL

ESTIMATE NO E26001780	DATE 12-05-22
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LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO BP0008530	PAGE NO 10
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PAYMENT TERMS N10 PROX

Service Estimate

CUSTOMER RFQ# NEEDED

SEGMENT : 8 HYD PUMP AND STEERING PUMP CUSTOMER SHOP SERVICE

KOMATSU MODEL:WA600-6 S/N:60937 CUST UNIT: UNIT:E00029976

WORK SITE: 525 OLD JONES ROAD GREER SC 29651

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
07000-F5160	O-RING	1	53.58	0.00	53.58
07000-F5160	O-RING	1	53.58	0.00	53.58
07000-F2130	O-RING	1	23.18	0.00	23.18
07000-F2085	O-RING	1	19.04	0.00	19.04
07000-B2105	O-RING	1	15.30	0.00	15.30
07000-B3048	O-RING P60	1	12.71	0.00	12.71
07000-B2085	O-RING	1	13.90	0.00	13.90
07260-05828	HOSE	1	55.55	0.00	55.55
21T-62-69711	CLAMP	2	67.44	0.00	134.88
07000-B2060	O-RING P60	1	11.81	0.00	11.81
07000-B3035	O-RING	4	13.30	0.00	53.20
07000-B3032	O-RING P60	4	13.30	0.00	53.20
07000-B3035	O-RING	2	13.30	0.00	26.60
07002-62434	O-RING	1	9.50	0.00	9.50
07002-62434	O-RING	3	9.50	0.00	28.50
07000-B3032	O-RING P60	4	13.30	0.00	53.20
07002-61423	O-RING P60	4	4.62	0.00	18.48
02896-61009	O-RING P60	2	4.83	0.00	9.66
02896-61009	O-RING P60	6	4.83	0.00	28.98
07002-63334	O-RING	3	12.65	0.00	37.95
07002-61423	O-RING P60	2	4.62	0.00	9.24
07002-62034	O-RING	1	9.50	0.00	9.50
07000-B3032	O-RING P60	1	13.30	0.00	13.30
07000-B3036	O-RING P60	1	13.46	0.00	13.46
02896-61018	O-RING P6	1	4.83	0.00	4.83
11Y-62-11980	O-RING	1	12.52	0.00	12.52
07002-61023	O-RING	1	4.62	0.00	4.62
426-62-35820	CLAMP	2	71.67	0.00	143.34
07260-04736	HOSE	1	159.15	0.00	159.15
07000-B2060	O-RING P60	1	11.81	0.00	11.81
R708-2G-00802	PUMP-HYD PIS	1	10,126.49	4,468.80	14,595.29
R708-1G-00041	PUMP HYD PIS	1	7,691.63	2,100.00	9,791.63
R708-1T-00441	PUMP-HYD PIS	1	3,340.67	892.50	4,233.17
R705-55-43040	PUMP HYD GEA	1	9,955.34	1,730.40	11,685.74
R704-30-40140	PUMP, E STEER	1	3,723.26	738.43	4,461.69
R708-2G-00802CC	PUMP-HYD PIS	-1	4,468.80	0.00	-4,468.80
R708-1G-00041CC	PUMP HYD PIS	-1	2,100.00	0.00	-2,100.00
R708-1T-00441CC	PUMP-HYD PIS	-1	892.50	0.00	-892.50
R705-55-43040CC	PUMP HYD GEA	-1	1,730.40	0.00	-1,730.40
R704-30-40140CC	PUMP, E STEER	-1	738.43	0.00	-738.43

ESTIMATE NO E26001780	DATE 12-05-22
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LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO BP0008530	PAGE NO 11
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PAYMENT TERMS N10 PROX

Service Estimate

CUSTOMER RFQ# NEEDED

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
	FREIGHT LTL PACKAG	1.00	350.00		350.00
LABOR	HYD PUMP AND STEERING PUMP				4,416.00
SEGMENT	8 TOTAL:				
35,931.96	PARTS	4,416.00	LABOR	350.00	MISC.
				0.00	TAX
					40,697.96 TOTAL

ESTIMATE NO E26001780	DATE 12-05-22
PAYMENT TERMS N10 PROX	

LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO BP0008530	PAGE NO 12
CUSTOMER RFQ# NEEDED	

Service Estimate

SEGMENT : 9 U-JOINTS CUSTOMER SHOP SERVICE
KOMATSU MODEL:WA600-6 S/N:60937 CUST UNIT: UNIT:E00029976
WORK SITE: 525 OLD JONES ROAD GREER SC 29651

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
426-20-21610	BOLT P60	8	14.43	0.00	115.44
425-20-12560	FITTING	2	13.41	0.00	26.82
01050-61260	BOLT	4	7.34	0.00	29.36
425-20-32610	SPIDER ASS'Y	1	732.61	0.00	732.61
56B-20-11910	SPIDER ASS'Y	1	431.18	0.00	431.18
01050-61260	BOLT	4	7.34	0.00	29.36
426-20-32620	SPIDER ASS'Y	2	1,184.21	0.00	2,368.42
426-20-12610	BOLT	8	12.60	0.00	100.80
01050-61675	BOLT	8	14.87	0.00	118.96
LABOR					1,656.00
SEGMENT 9 TOTAL:					
	3,952.95 PARTS	1,656.00 LABOR	0.00 MISC.	0.00 TAX	5,608.95 TOTAL

ESTIMATE NO E26001780	DATE 12-05-22
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LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO BP0008530	PAGE NO 13
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PAYMENT TERMS N10 PROX

Service Estimate

CUSTOMER RFQ# NEEDED

SEGMENT : 10 DAMPER CUSTOMER SHOP SERVICE
KOMATSU MODEL:WA800-6 S/N:60937 CUST UNIT: UNIT:E00029976
WORK SITE: 525 OLD JONES ROAD GREER SC 29651

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
426-12-32420	RUBBER	4	177.78	0.00	711.12
426-12-32410	RUBBER	4	219.95	0.00	879.80
428-12-11341	SEAL	1	225.89	0.00	225.89
06040-06217	BEARING	2	147.36	0.00	294.72
428-12-11351	SEAL	1	193.95	0.00	193.95
426-12-31121	SHAFT	1	2,682.73	0.00	2,682.73
06040-06217	BEARING	2	147.36	0.00	294.72
426-12-31210	SPACER	1	104.97	0.00	104.97
04071-00150	SNAP RING	1	41.57	0.00	41.57
04064-08530	SNAP RING	1	19.84	0.00	19.84
07030-01030	BREATHER	1	23.33	0.00	23.33
07030-00252	BREATHER P60	1	40.89	0.00	40.89
01010-E1245	BOLT	32	6.89	0.00	220.48
01643-31232	WASHER P60	32	1.35	0.00	43.20
01010-E1235	BOLT	10	5.75	0.00	57.50
LABOR					2,208.00

SEGMENT 10 TOTAL:
5,834.71 PARTS 2,208.00 LABOR 0.00 MISC. 0.00 TAX 8,042.71 TOTAL

ESTIMATE NO E26001780	DATE 12-05-22
PAYMENT TERMS N10 PROX	

LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO BP0008530	PAGE NO 14
CUSTOMER RFQ# NEEDED	

Service Estimate

SEGMENT : **11 RESEAL BRAKE AND HYDRAULIC ACCUMALATORS CUSTOMER SHOP SERVICE**
KOMATSU MODEL:WA600-6 S/N:60937 CUST UNIT: UNIT:E00029976
WORK SITE: 525 OLD JONES ROAD GREER SC 29651

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
721-89-12011	VALVE	2	77.58	0.00	155.16
707-34-10150	O-RING	2	23.01	0.00	46.02
07001-05140	BACK-UP RING	2	75.90	0.00	151.80
07000-15140	O-RING	2	12.91	0.00	25.82
07156-01517	WEAR RING	4	64.35	0.00	257.40
721-47-12130	SEAL	2	196.36	0.00	392.72
721-47-12120	SEAL	2	349.57	0.00	699.14
07146-05192	BACK-UP RING	2	34.34	0.00	68.68
07000-15190	O-RING P	2	12.45	0.00	24.90
07000-15200	O-RING	2	12.77	0.00	25.54
721-47-12160	SEAL	1	195.68	0.00	195.68
707-39-20820	RING	2	209.44	0.00	418.88
721-47-12170	SEAL	1	193.82	0.00	193.82
707-87-14820	PLUG	1	54.20	0.00	54.20
07000-12014	O-RING P60	1	1.61	0.00	1.61
07000-13029	O-RING	1	5.32	0.00	5.32
7861-93-1653	SENSOR, PRES	2	558.30	0.00	1,116.60
421-43-32912	SWITCH	2	482.51	0.00	965.02
421-43-32922	SWITCH	2	499.59	0.00	999.18
07002-62434	O-RING	10	9.50	0.00	95.00
07002-61423	O-RING P60	10	4.62	0.00	46.20
02896-61006	ORING	6	4.83	0.00	28.98
07002-62034	O-RING	8	9.50	0.00	76.00
02896-61012	O-RING P60	4	4.83	0.00	19.32
07002-61823	O-RING P60	2	4.62	0.00	9.24
425-62-23751	ACCUMULATOR	1	846.79	0.00	846.79
07002-61023	O-RING	1	4.62	0.00	4.62
07002-62034	O-RING	2	9.50	0.00	19.00
02896-61009	O-RING P60	2	4.83	0.00	9.66
LABOR					3,312.00

SEGMENT 11 TOTAL:
6,962.30 PARTS 3,312.00 LABOR 0.00 MISC. 0.00 TAX 10,264.30 TOTAL

ESTIMATE NO E26001780	DATE 12-05-22
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LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO BP0008530	PAGE NO 15
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PAYMENT TERMS N10 PROX

Service Estimate

CUSTOMER RFQ# NEEDED

SEGMENT : 12 STEERING VALVE CUSTOMER SHOP SERVICE
KOMATSU MODEL:WA600-6 S/N:60937 CUST UNIT: UNIT:E00029976
WORK SITE: 525 OLD JONES ROAD GREER SC 29651

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
426-64-31100	STEERING	1	1,950.84	0.00	1,950.84
415-62-11560	O-RING P60	4	9.23	0.00	36.92
426-64-35130	DEMAND VALVE	1	9,670.76	0.00	9,670.76
LABOR					1,104.00

SEGMENT	12 TOTAL				
	11,658.52 PARTS	1,104.00 LABOR	0.00 MISC.	0.00 TAX	12,762.52 TOTAL

ESTIMATE NO E26001780	DATE 12-05-22
PAYMENT TERMS N10 PROX	

LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO BP0008530	PAGE NO 16
CUSTOMER RFQ# NEEDED	

Service Estimate

SEGMENT : 13 PINS AND BUSHINGS CUSTOMER SHOP SERVICE
KOMATSU MODEL:WA600-6 S/N:60937 CUST UNIT: UNIT:E00029978
WORK SITE: 525 OLD JONES ROAD GREER SC 29651

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
426-09-11110	DUST SEAL	4	138.43	0.00	553.72
426-70-31791	BUSHING	2	1,681.33	0.00	3,362.66
427-09-11120	DUST SEAL	2	111.75	0.00	223.50
426-70-31760	BUSHING	2	904.44	0.00	1,808.88
07020-00000	FITTING P60	1	3.15	0.00	3.15
425-09-11110	DUST SEAL	4	41.11	0.00	164.44
426-70-31720	BUSHING	2	667.13	0.00	1,374.26
425-09-11110	DUST SEAL	8	41.11	0.00	328.88
426-70-31770	BUSHING	2	541.09	0.00	1,082.18
426-70-31720	BUSHING	2	667.13	0.00	1,374.26
426-70-31960	PIN	1	4,617.22	0.00	4,617.22
426-70-31920	PIN	1	1,771.82	0.00	1,771.82
427-70-11250	O-RING	2	33.27	0.00	66.54
426-70-31940	PIN	1	1,961.97	0.00	1,961.97
426-70-31910	PIN	2	1,478.26	0.00	2,956.52
427-70-11250	O-RING	4	33.27	0.00	133.08
426-70-11320	SHIM	4	47.33	0.00	189.32
427-70-12530	O-RING	4	57.33	0.00	229.32
426-70-31920	PIN	1	1,771.82	0.00	1,771.82
427-70-11250	O-RING	2	33.27	0.00	66.54
426-70-11320	SHIM	2	47.33	0.00	94.66
427-70-12530	O-RING	2	57.33	0.00	114.66
426-70-31991	PIN	2	5,483.91	0.00	10,967.82
426-70-11860	BUSHING	1	603.51	0.00	603.51
426-09-11110	DUST SEAL	2	138.43	0.00	276.86
426-09-11110	DUST SEAL	2	138.43	0.00	276.86
426-70-11860	BUSHING	1	603.51	0.00	603.51
426-70-31770	BUSHING	2	541.09	0.00	1,082.18
425-09-11110	DUST SEAL	4	41.11	0.00	164.44
424-09-12320	DUST SEAL	4	50.68	0.00	202.72
426-46-33140	BUSHING	2	271.29	0.00	542.58
426-46-33140	BUSHING	2	271.29	0.00	542.58
424-09-12320	DUST SEAL	4	50.68	0.00	202.72
424-70-11910	PIN	2	533.93	0.00	1,067.86
426-46-33320	PLATE	2	52.73	0.00	105.46
426-46-33410	O-RING	2	85.39	0.00	170.78
426-46-33320	PLATE	2	52.73	0.00	105.46
426-46-33410	O-RING	2	85.39	0.00	170.78
426-46-33230	SHIM P60	8	26.51	0.00	212.08
426-46-33230	SHIM P60	8	26.51	0.00	212.08

ESTIMATE NO E26001780	DATE 12-05-22
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LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO BP0008530	PAGE NO 17
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PAYMENT TERMS N10 PROX

Service Estimate

CUSTOMER RFQ# NEEDED

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT				
426-46-33210	PIN	2	457.22	0.00	914.44				
	FREIGHT LTL PACKAG	1.00	4,500.00		4,500.00				
LABOR					13,800.00				
SEGMENT 13 TOTAL:									
42,874.12	PARTS	13,800.00	LABOR	4,500.00	MISC.	0.00	TAX	60,974.12	TOTAL

ESTIMATE NO E26001780	DATE 12-05-22
PAYMENT TERMS N10 PROX	

LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO BP0008530	PAGE NO 18
CUSTOMER RFQ# NEEDED	

Service Estimate

SEGMENT : 14 FRONT RH WHEEL RESEAL CUSTOMER SHOP SERVICE
KOMATSU MODEL:WA600-6 S/N:60937 CUST UNIT: UNIT:E00029976
WORK SITE: 525 OLD JONES ROAD GREER SC 29651

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
07000-15290	O-RING P60	1	15.17	0.00	15.17
195-09-18340	O-RING P60	1	42.01	0.00	42.01
426-22-32130	RETAINER	1	334.88	0.00	334.88
426-22-32810	BEARING	1	761.44	0.00	761.44
07000-A3032	O-RING	1	13.30	0.00	13.30
07000-A2016	O-RING P60	1	3.89	0.00	3.89
07002-62434	O-RING	1	9.50	0.00	9.50
07000-15400	O-RING	1	20.57	0.00	20.57
07002-13634	O-RING P60	1	4.55	0.00	4.55
07002-62434	O-RING	1	9.50	0.00	9.50
426-33-31350	RETAINER	1	1,577.24	0.00	1,577.24
426-33-31360	O-RING	1	269.96	0.00	269.96
426-33-31330	O-RING	1	91.50	0.00	91.50
01435-01025	BOLT	1	2.96	0.00	2.96
425-33-00111	SEAL ASS'Y	1	305.13	0.00	305.13
566-09-31161	SEAL	1	284.41	0.00	284.41
421-33-11440	SEAL	1	124.82	0.00	124.82
425-33-11410	SEAL	1	156.80	0.00	156.80
07000-A5390	O-RING	1	50.67	0.00	50.67
426-33-31330	O-RING	1	91.50	0.00	91.50
426-22-32840	BEARING	1	1,980.17	0.00	1,980.17
LABOR					4,968.00

SEGMENT 14 TOTAL:
6,149.97 PARTS 4,968.00 LABOR 0.00 MISC. 0.00 TAX 11,117.97 TOTAL

ESTIMATE NO E26001780	DATE 12-05-22
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LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO BP0008530	PAGE NO 19
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PAYMENT TERMS N10 PROX

Service Estimate

CUSTOMER RFQ# NEEDED

SEGMENT : 15 CAB RENEWAL CUSTOMER SHOP SERVICE
KOMATSU MODEL:WA600-6 S/N:60937 CUST UNIT: UNIT:E00029976
WORK SITE: 525 OLD JONES ROAD GREER SC 29651

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
426-57-31125	SEAT ASS'Y	1	3,270.90	0.00	3,270.90
208-979-7612	AIR CONDITIO	1	1,831.42	0.00	1,831.42
423-43-46212	SWITCH	1	1,103.05	0.00	1,103.05
426-43-38215	ARM REST	1	331.15	0.00	331.15
702-16-02144	LEVER ASS'Y	1	2,758.70	0.00	2,758.70
421-43-38325	KNOB ASS'Y	2	278.91	0.00	557.82
7861-93-8711	SENSOR	1	329.99	0.00	329.99
04010-00310	KEY	1	2.97	0.00	2.97
426-43-39312	LEVER	1	177.39	0.00	177.39
01010-80835	BOLT	1	3.26	0.00	3.26
01602-20825	WASHER	1	0.74	0.00	0.74
LABOR					276.00

SEGMENT 15 TOTAL:
10,367.39 PARTS 276.00 LABOR 0.00 MISC. 0.00 TAX 10,643.39 TOTAL

ESTIMATE NO E26001780	DATE 12-05-22
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LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO BP0008530	PAGE NO 20
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PAYMENT TERMS N10 PROX

Service Estimate

CUSTOMER RFQ# NEEDED

SEGMENT : 16 LINE BORING CUSTOMER SHOP SERVICE
KOMATSU MODEL:WA600-6 S/N:60937 CUST UNIT: UNIT:E00029976
WORK SITE: 525 OLD JONES ROAD GREER SC 29651

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
	LINE BORING	1.00	7,500.00		7,500.00

SEGMENT 16 TOTAL:
0.00 PARTS 0.00 LABOR 7,500.00 MISC. 0.00 TAX 7,500.00 TOTAL

ESTIMATE NO E26001780	DATE 12-05-22
PAYMENT TERMS N10 PROX	

LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO BP0008530	PAGE NO 21
CUSTOMER RFQ# NEEDED	

Service Estimate

SEGMENT : 17 TRANSPORTATION CUSTOMER SHOP SERVICE
KOMATSU MODEL:WA600-6 S/N:60937 CUST UNIT: UNIT:E00029976
WORK SITE: 525 OLD JONES ROAD GREER SC 29651

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
	TRANSPORT TO SHOP	1.00	1,875.00		1,875.00
	TRANSPORT TO QUARR	1.00	1,875.00		1,875.00

SEGMENT 17 TOTAL:
0.00 PARTS 0.00 LABOR 3,750.00 MISC. 0.00 TAX 3,750.00 TOTAL

PARTS	278,480.11
LABOR	59,340.00
MISC.	38,396.89
SALES TAX	0.00
TOTAL(USD)	376,217.00

CUSTOMER ACCEPTANCE

CUSTOMER PO

Note:

Komatsu locator

Find a Komatsu location near you.

Zip Code, City, State or Address

29691

Within:

100 miles

Filter by location type:

None selected

Filter by equipment type:

Surface mining, Underground mining

Search

Viewing 4 locations nearby

Linder Industrial Machinery Company

525 Old Jones Rd

Greer, SC 29651

Distance: 51.2 miles

Phone: [864-877-8962](tel:864-877-8962)

Distributor

Construction, Surface mining, Forestry

[Get directions](#)

[View website](#)

Linder Industrial Machinery Company

575 Goldview Road

Asheville, NC 28804

Distance: 54.4 miles

Phone: [828-681-5172](tel:828-681-5172)

Distributor

Construction, Surface mining, Forestry

[Get directions](#)

[View website](#)



MANUFACTURER'S CERTIFICATION

CAB & CHASSIS TRUCKS & OTHER FLEET EQUIPMENT

This is to certify that Linder Industrial Machinery Company is the manufacturer
(Vendor/Respondent's Name)

or a manufacturer's authorized dealer of Komatsu
(Manufacturer/Brand Name)

In the State of South Carolina.

By:

Manufacturer **KOMATSU AMERICA CORP.**

Name: Luke Waitkus

Address: 8770 W. Bryn Mawr Ave, Suite 100 City, State, Zip: Chicago, IL 60631

Office Phone: 847-437-3592 E-mail: luke.waitkus@global.komatsu

Luke Waitkus

Signature: _____
Director, Dealer Development
Title: _____ Date: 3/7/2022

Oconee County Council

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

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

E-mail:
jennifercadams@oconeesc.com

John Elliott
Chairman
District I

District II

Don Mize
District III

Julian Davis, III
Chairman Pro Tem
District IV

J. Glenn Hart
District V



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

- July & August meetings, which will be **only** on the third Tuesday of each of these months;
- December meeting, which will be **only** the first Tuesday of the month.

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

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 24, 2023 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 2, 2024 in Council Chambers at which point they will establish their 2024 Council and Committee meeting schedules.

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

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

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

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

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

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

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

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

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OCONEE CODE OF ORDINANCES

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

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

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

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

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

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

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

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

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

Parcel Information

Parcel ID 088-00-01-002
 Neighborhood 3300100 - Keowee Twp Salem FD
 Property Address 453 E STAMP CREEK RD
 Legal Description TRACT A (80.81 AC)
(Note: Not to be used on legal documents.)
 Acres 80.81
 Class
 Tax District SALEM (District 02)
 Exemptions Agricultural Use

[View Map](#)

Owner

DURHAM REGINA
 111 RED CARDINAL RD
 SENECA, SC 29672

Land

Land Use	Acres	Square Footage	Frontage	Depth
F - Farm Market	79.81	3,476,523	0	0
F - Farm Market	1	43,560	0	0

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units
Equipment Shed:Steel\no Slab	1995	10x12 / 0	0
Equipment Shed:Steel\no Slab	1960	14x20 / 0	0
xT22S	1960	20x27 / 0	0
Equipment Shed:Steel\no Slab	1960	19x22 / 0	0
xT22S	1960	9x27 / 0	0
Equipment Shed:Steel\no Slab	1960	16x20 / 0	0
Shop/Storage/Machinery Bldg	1960	6x33 / 0	0
Carport: (Detached)	1949	18x26 / 0	0

Valuation

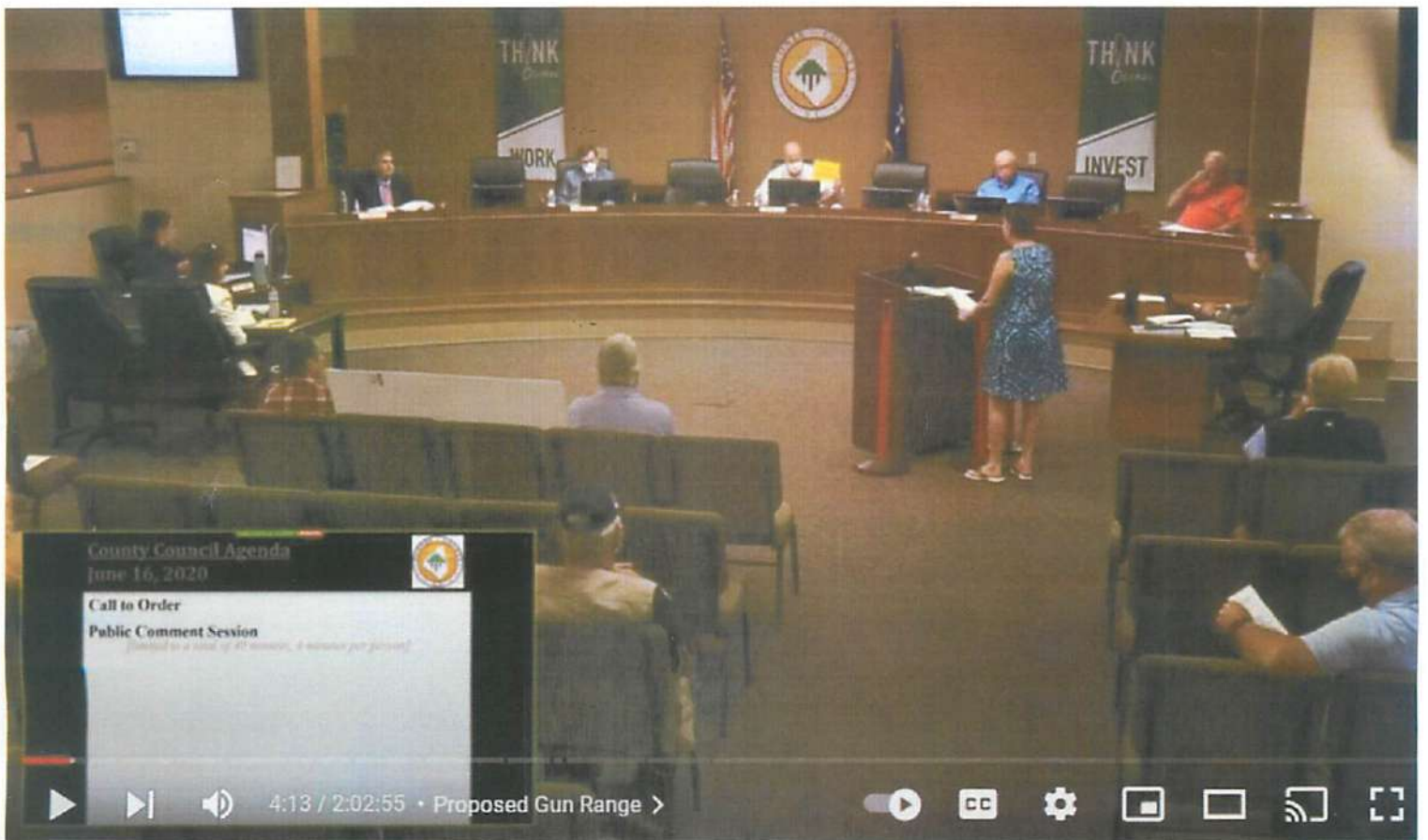
Assessed Year	2022
Land Value	\$268,380
Improvement Value	\$0
Accessory Value	\$3,040
Total Value (Market)	\$271,420
Land Value	\$0
Improvement Value	\$0
Accessory Value	\$3,040
Total Value (Capped)	\$3,040

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
X 6/26/2020	2581 58		\$314,790	5: Mortgage assumption can not be determined	MACLEOD HOLDINGS LLC	DURHAM REGINA
12/12/2017	2322 87		\$245,784	0: Valid Arms-length	WINCHESTER HOMER E EST	MACLEOD HOLDINGS LLC
12/12/2017	2322 82		\$5	9: Other Not Valid	BARTON GARY R ETAL	WINCHESTER HOMER E EST
12/12/2017	2322 80		\$0	9: Other Not Valid	FENDLEY THERESA B ETAL	BARTON GARY R ETAL
12/12/2017		B-618 2	\$0	PLAT REFERENCE ONLY	PLAT REFERENCE ONLY	
5/22/2014	2031 209		\$0	NULL	WINCHESTER H E	FENDLEY THERESA B ETAL
11/26/2008	040 278		\$0	NULL	WINCHESTER H E% DANIEL WINCHESTER	WINCHESTER H E



Planning Commission meeting June 15, 2020



County Council meeting June 16, 2020



42 ACRES PROTECTED IN OCONEE COUNTY

Taychoedah, derived from a Native American word meaning "camp by the water," is a 42-acre property near Lake Keowee in Oconee County.

The location and unique properties of this land provide suitable habitat for the propagation and enhancement of the rare Oconee bell. Protecting properties such as Taychoedah, located within the known geographical range of its historical distribution and appropriate moist and wooded conditions, are imperative to the future of this rare, endemic plant species. The protection of this property also helps safeguard water quality on Cornhouse Creek, a tributary of Lake Keowee.

October 2018

Hello Neighbor,

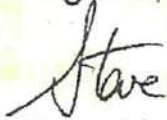
Earlier this year I bought the Winchester property on East Stamp Creek Rd that abuts your land and would like to introduce myself. My name is Steve MacLeod and along with my son, Ed, purchased the property after a lengthy closing period.

We have no specific plans regarding development other than demolition of the old home which you may have seen underway. You may be aware from Gene Winchester, who used to live there, that the house was eaten up with termites and not repairable.

Gene and his wife may be hunting on the property but other than that no one else has permission to be there other than my family.

We'll do our best to be good neighbors and would appreciate hearing from you if you would like to meet or have any concerns in the future.

Regards,



Steve MacLeod
606 Coleridge Ct
Seneca, SC 29672
864-918-1943

January 16, 2023

Monday

Good evening and thank you for allowing myself and other residents, who live in the area of a public gun range on East Stamp Creek Road in Salem, to share our concerns about this gun range. We have opposed this gun range from the beginning.

Before I share any concerns, I would first like to say that we are pro 2nd amendment and support our Oconee County police officers.

15 years ago, we decided to move to Oconee County because of its overall safety, beauty, peace, and serenity. We purchased our dream retirement home on Nimmons Bridge Road. Could we have bought something in a gated community on Lake Keowee? Yes but we wanted a more calming and quiet space to live.

Concern number 1 and probably the most important is **safety**. I am sure that each person in this building believes they have the right to feel safe in their homes and on their property. This gun range borders several properties that have homes on them and livestock.

That safety, peace, quiet, and serenity has been intruded upon by this gun range. Fear of having a public gun range in your back yard is a real fear. The continued firing of various firearms **DOES** scare us and **DOES** disturb our peace and quiet. The fear of a stray bullet is always there when the range is in use. I would like to ask any person in this room or on the council how comfortable they would be having a gun range that borders their property, or their children's play area in the yard. This gun range also affects several horse farms. As humans we know what rapid firing of a gun sounds like, but these animals don't know that the firing is coming from a gun range and not their pastures. It can be extremely distressing

for them.

We are unaware of the safety measures that exist at this range. Is there a physical person in attendance that is trained in gun range safety? We don't know.

The fact that the gun range was put in after we moved here and quickly, I might add, makes us wonder how a council, who are elected to protect Oconee County residents, approved this. There were and are many other areas in Oconee County that would accommodate a range of this type that doesn't intrude on families and livestock.

Concern number 2...we have investigated how a public gun range can affect property values. We have found a dramatic drop in value and sale price of homes where a public gun range already existed. My husband is a competitive shooter who competes several times a week. The ranges he shoots at were in place long before homes were built around them. For example, homes around the Greenville Gun Range were built after the gun range was built. These homes have sold for much less than they would have sold if built somewhere else. We fear this will be the case. Would you buy a family home near a gun range that could potentially cause an unforeseen accident due to gun fire? Would you purchase a family home that is within the noise range of gun fire? Would you purchase a home that will have property devaluation due to a gun range?

When and if we as homeowners decide to sell our properties, we may have no other choice than to sue the gun range and its members, along with the town and county for loss of value due to this gun range.

I respectfully thank you again for your time and consideration on this subject.

Peter and Deborah Glazer

M.A.D.S. LLC

1

Registered Agent Regina Durham

111 Red Cardinal RD

Senecas SC 29672

Gun Range

Property Owner

Regina Durham

111 Red Cardinal RD

Senecas SC 29672

Purchase Date 6/26/2020

79.81 Acres

E Stamp Creek Rd

E Stamp Creek Rd

E Stamp Creek Rd



Long Range Shooting

- 1
- 2
- 3
- 4
- 5







Berm 10-12ft high

Height of person in Photo

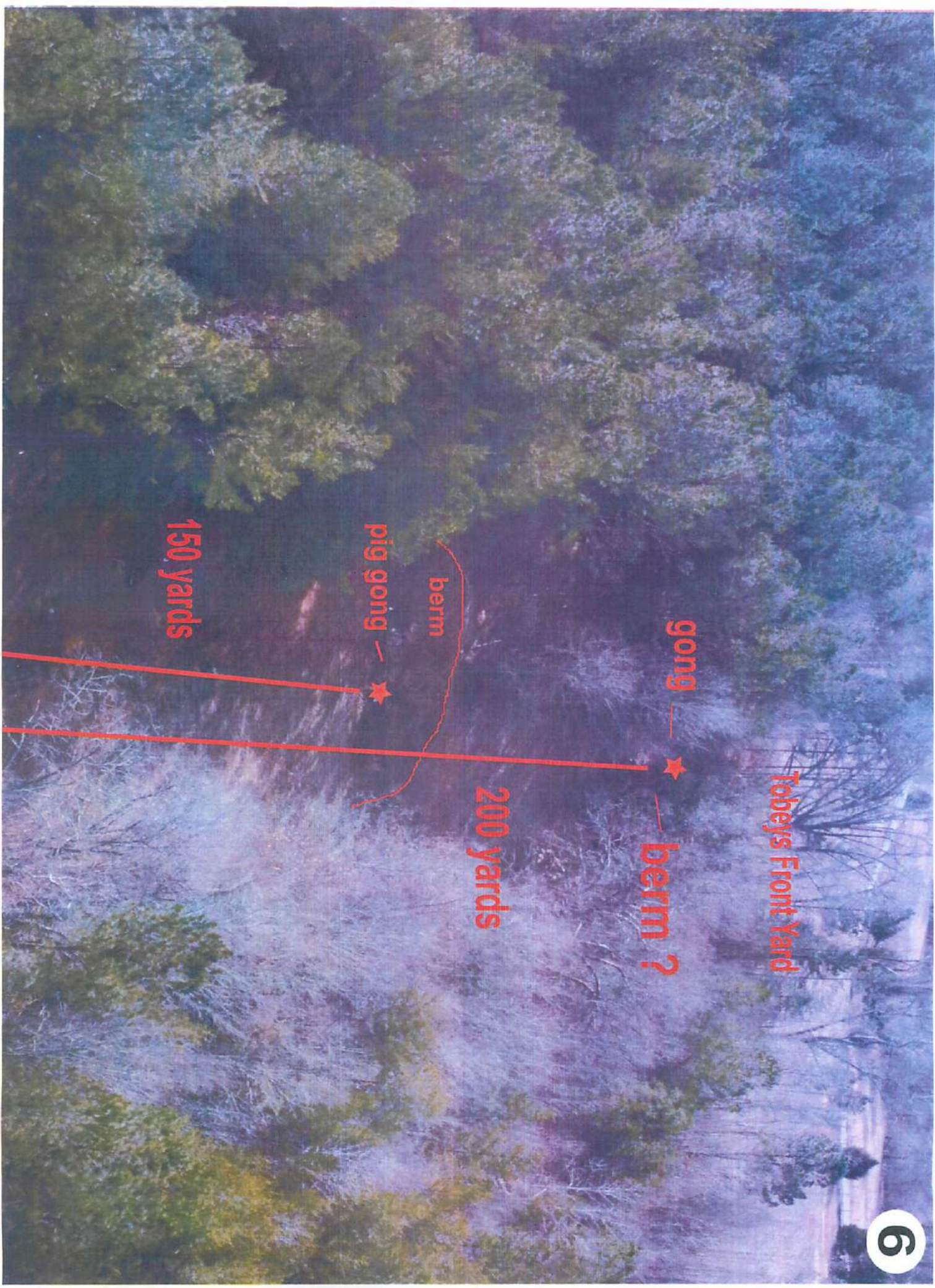
Height of person in Photo

Berm

Pig Gong

150 Yards





150 yards
Berm
Pig Gong

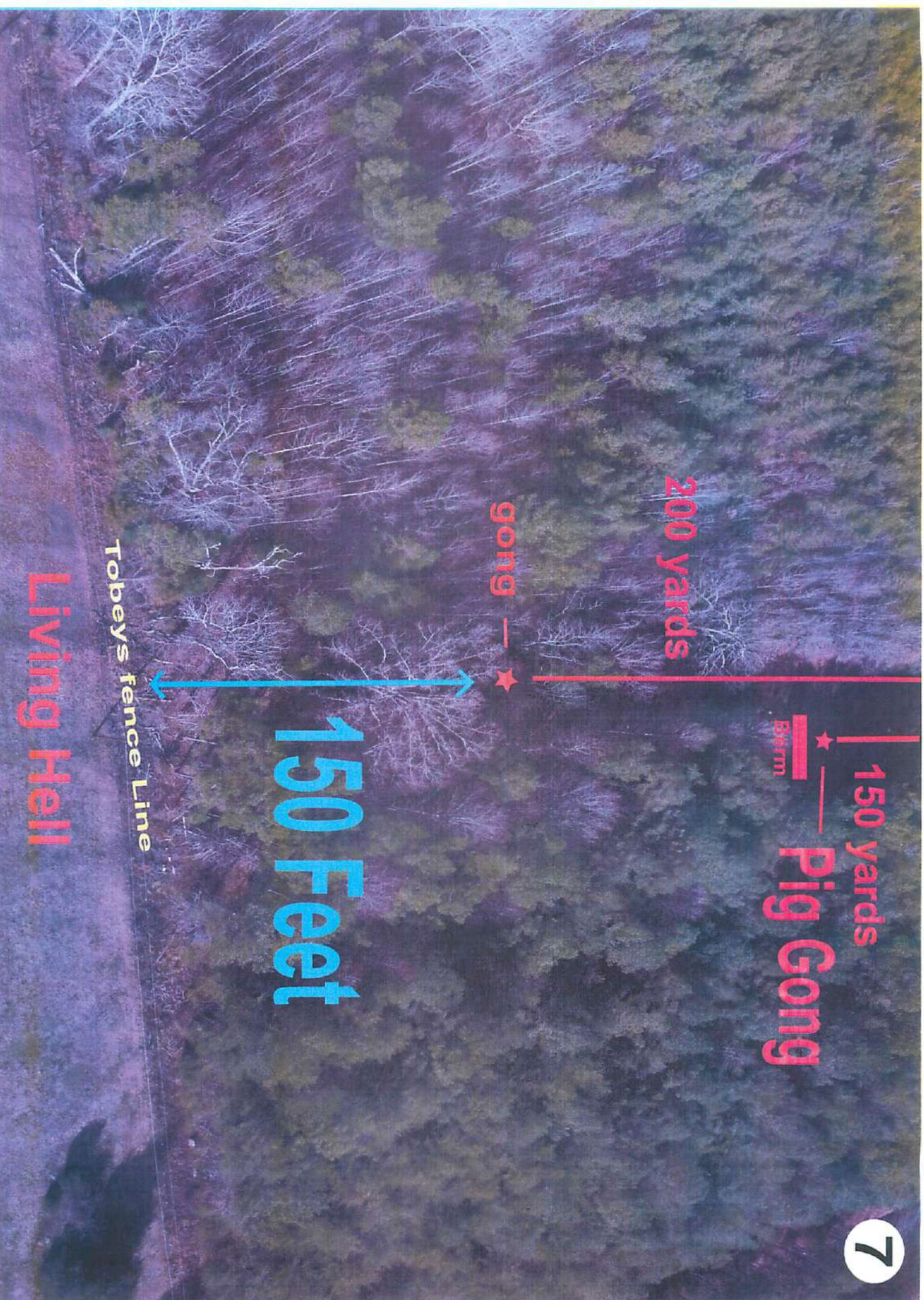
200 yards

gong — ★

150 Feet

Tobey's fence line

Living Hell





Tobey's Fence line

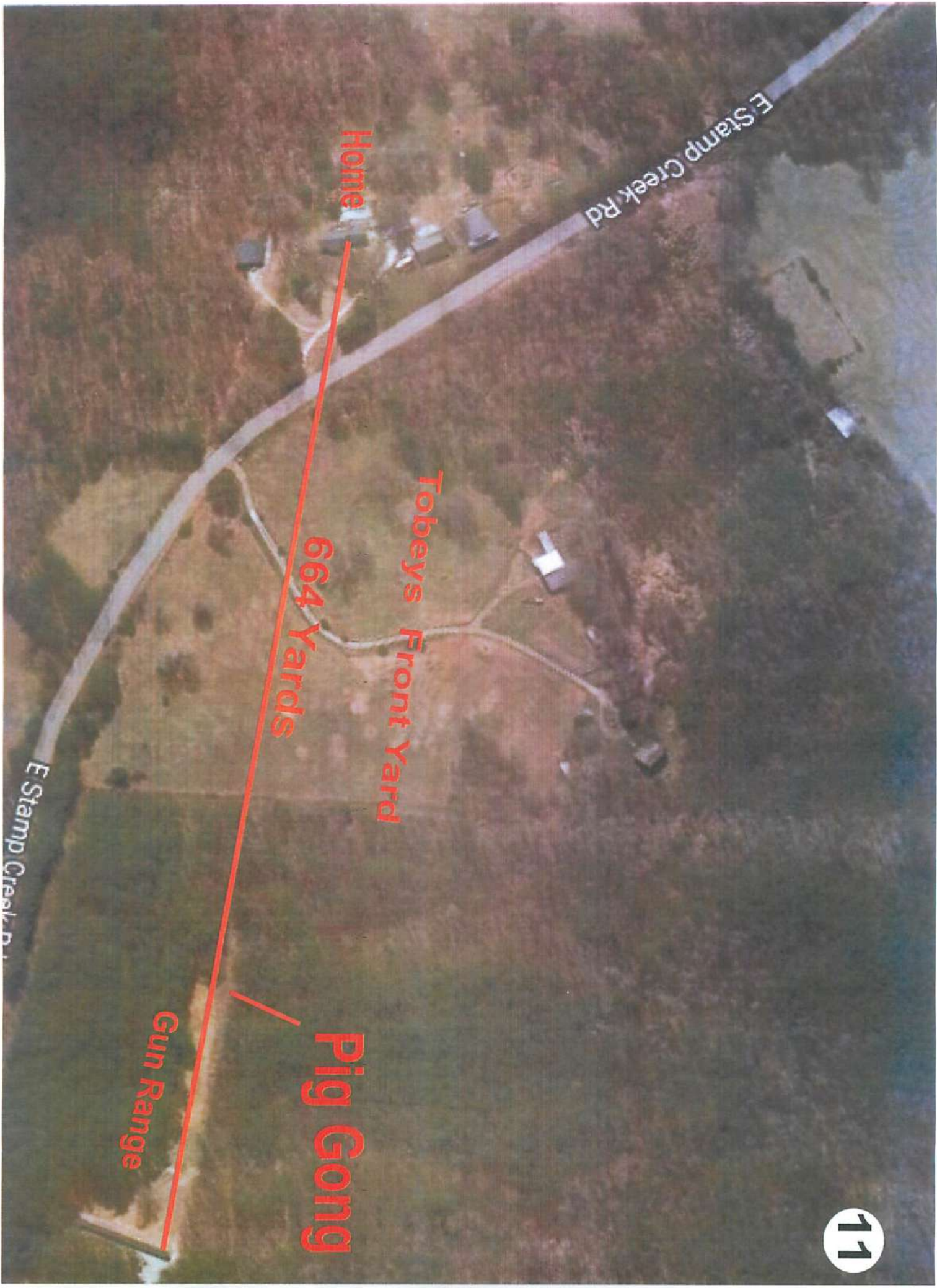
Over Shooting Berm at the Pig Gong

Tobey's Driveway



Over Shooting Berm at the Pig Gong





Home

E Stamp Creek Rd

Tobey's Front Yard

664 Yards

Pig Gong

Gun Range

E Stamp Creek Rd

Good Neighbors, Bad Neighbors

Waithon Public Comment

What is a good neighbor? Is a good neighbor somebody that will help you move a piece of furniture that you can't move by yourself? Yep. Is a good neighbor somebody that will feed your dog if you unexpectedly need to go out of town for a couple of days? Yes sir. Is a good neighbor somebody that will respect your right to privacy and the right of comfortable enjoyment of your property? You bet.

What is a bad neighbor? Is a bad neighbor somebody that will build a gun range in the middle of multiple established horse farms and other established properties that good neighbors have quietly developed for their enjoyment and retirement over multiple decades? Absolutely.

That is the situation that has developed in an area near Salem. Some Seneca gun store owners have acquired a piece of property in an area of established horse farms and other properties and have built a rogue gun range that joins several of these properties. However, even the properties that do not share a property line have to endure the noise from the gun range every day, including Sunday, from morning till sundown and, on occasion, after dark. Last year on Christmas Eve the incessant bang bang bang went on almost all day. On Christmas Eve!

Neither the owners of the rogue gun range nor their 'members' live in the area. They show up, bang bang bang all day long and then go home to their quiet neighborhoods. I'm sure they would not want a gun range in their neighborhood.

This isn't about the Second Amendment. This is about the rights of private property owners to comfortably enjoy our property without substantial noise pollution that is sudden, loud and lasting coming from a rogue gun range.

It is about lead shot health hazards.

It is about safety.

It is about maintaining the value of our property. Realtors listing homes near gun ranges will suggest as much as 50% reduction in the listing price. Also, up to 95% of potential home buyers will not even consider buying property near a gun range. Would you buy a home near a gun range?

It is about bad neighbors. The range owners have zero consideration for their neighbors. The owners are bad neighbors and their rogue gun range needs to be shut down.

Forrest Moore
Salem, SC



Public Comment
SIGN IN SHEET
6:00 PM

January 17, 2023

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	Patricia [unclear]	
2		
3	Ted Bisterfeld	Sewer South Project
4	Abby Brower	
5	[unclear]	
6	Pat Debbie Glazer	Gun Range
7	Rehve Glazer	Gun Range
8	Tom Wood	Gun Range
9	Orange Woods	Gun Range Children
10		
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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.

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 12/31/2022

Oconee County

FY 2022-2023

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 010 General Fund						
080 Local Revenue	55,149,500.00	11,252,083.56	23,160,746.06	0.00	31,988,753.94	58
081 State Revenue	3,918,343.00	36,985.71	1,738,935.25	0.00	2,179,407.75	56
082 Federal Revenue	199,500.00	0.00	8,966.65	0.00	190,533.35	96
090 Other Financing Sources	1,729,677.00	75,512.65	152,186.64	0.00	1,577,490.36	91
010 General Fund	60,997,020.00	11,364,581.92	25,060,834.60	0.00	35,936,185.40	59
Report Totals Net	\$60,997,020.00	\$11,364,581.92	\$25,060,834.60	\$0.00	\$35,936,185.40	59

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 12/31/2022

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 010 General Fund						
080 Local Revenue	2,161,980.00	0.00	0.00	0.00	2,161,980.00	100
095 Other Financing Uses	149,367.00	0.00	0.00	0.00	149,367.00	100
101 Sheriff	11,075,271.73	1,242,668.01	5,551,659.92	113,978.71	5,409,633.10	49
103 Coroner	373,596.00	32,164.77	153,186.61	42,581.50	177,827.89	48
104 Communications	1,951,158.00	232,444.72	1,027,374.09	7,422.69	916,361.22	47
106 Law Enforcement Center	5,286,572.00	534,034.76	2,489,841.34	594,742.41	2,201,988.25	42
107 Ems & Fire Services	7,220,479.34	443,075.11	3,305,773.22	551,844.08	3,362,862.04	47
110 Animal Control	732,662.25	65,391.84	374,212.04	4,654.72	353,795.49	48
120 Sheriff'S Bailiffs	0.00	6,181.36	22,849.25	0.00	-22,849.25	0
202 Parks, Recreation, & Tour	977,004.00	68,389.28	327,762.93	1,018.98	648,222.09	66
203 High Falls Park	453,196.00	52,080.84	286,226.95	149.54	166,819.51	37
204 South Cove Park	601,882.00	68,535.36	322,461.05	0.00	279,420.95	46
205 Chau Ram Park	407,469.00	32,532.09	201,742.89	1,618.28	204,107.83	50
206 Library	1,591,324.00	161,155.73	815,669.46	17,940.57	757,713.97	48
301 Assessor	1,096,607.00	126,198.46	606,354.75	57,824.70	432,427.55	39
302 Auditor	667,476.00	77,456.05	354,142.02	48,544.02	264,789.96	40
303 Brd Of Assessment Appeals	7,526.00	50.00	2,612.26	0.00	4,913.74	65
305 Delinquent Tax	448,571.00	29,763.79	221,138.26	109,207.19	118,225.55	26
306 Treasurer	706,729.00	71,551.66	355,984.14	61,086.24	289,658.62	41
402 Dept Of Social Services	12,700.00	945.75	5,728.51	0.00	6,971.49	55
403 Health Department	29,150.00	4,307.98	13,062.72	0.00	16,087.28	55
404 Veterans' Affairs	235,175.00	26,584.43	125,913.04	895.36	108,366.60	46
501 Clerk Of Court	788,291.00	113,506.30	441,595.33	4,720.99	341,974.68	43
502 Probate Court	388,127.00	44,815.51	201,426.15	7,543.69	179,157.16	46
504 Solicitor	1,005,004.00	121,881.30	503,705.50	0.00	501,298.50	50
509 Magistrate	1,058,568.86	129,221.14	474,580.04	6,118.00	577,870.82	55
510 Public Defender	250,000.00	0.00	125,000.00	0.00	125,000.00	50
601 Road Department	3,143,133.00	316,700.51	1,453,940.59	7,906.09	1,681,286.32	53
702 Building Codes	734,647.00	92,534.42	387,369.19	38,505.01	308,772.80	42
704 County Council	326,751.00	26,354.10	182,526.25	29,125.53	115,099.22	35
705 Direct Aid	829,367.00	105,456.50	372,457.82	0.00	456,909.18	55
706 Delegation	102,957.00	2,019.24	10,520.27	582.69	91,854.04	89
707 Economic Development	665,752.00	42,265.75	339,355.30	2,473.06	323,923.64	49
708 Finance Department	715,308.00	79,344.08	393,630.76	2,271.13	319,406.11	45
709 Non-Departmental	3,250,678.14	217,595.63	2,453,451.77	564,068.46	233,157.91	7
710 Human Resources	386,751.00	34,217.69	210,910.78	2,348.86	173,491.36	45
711 Information Technology	1,329,845.28	101,097.08	557,108.79	341,762.33	430,974.16	32
712 Planning Department	444,572.00	38,728.99	187,881.09	2,814.82	253,876.09	57
713 Procurement	250,378.00	27,752.58	131,714.97	1,266.45	117,396.58	47
714 Facilities Maintenance	1,460,350.00	147,809.80	729,363.43	9,749.36	721,237.21	49

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022
 Current Period End Date: 12/31/2022

Oconee County
 FY 2022-2023
 Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
715 Registration & Elections	298,458.00	26,427.97	184,926.45	406.94	113,124.61	38
716 Soil & Water Conservation	81,981.00	20,427.31	51,442.20	0.00	30,538.80	37
717 Administrator'S Office	770,225.00	82,203.25	301,775.64	66,871.94	401,577.42	52
718 Solid Waste Department	6,507,010.90	571,169.16	2,620,522.56	2,110,448.95	1,776,039.39	27
720 Airport	2,636,305.50	207,429.09	890,134.72	801,358.94	944,811.84	36
721 Vehicle Maintenance	1,050,423.00	114,759.62	540,472.23	2,742.72	507,208.05	48
735 Register Of Deeds	341,909.00	34,485.00	170,743.73	30,999.25	140,166.02	41
741 County Attorney	404,792.00	40,167.15	193,130.84	2,166.04	209,495.12	52
799 Poll Workers	6,000.00	-32.70	51,603.28	0.00	-45,603.28	-760
010 General Fund	65,413,480.00	6,013,848.46	30,724,985.13	5,649,760.24	29,038,734.63	44
Report Totals Net	\$65,413,480.00	\$6,013,848.46	\$30,724,985.13	\$5,649,760.24	\$29,038,734.63	44

*

** Large Yearly Encumbrances **

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 12/31/2022

Oconee County

FY 2022-2023

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 017 Rock Quarry Enterprise Fund						
080 Local Revenue	8,590,167.74	569,318.28	3,937,992.85	0.00	4,652,174.89	54
017 Rock Quarry Enterprise Fund	8,590,167.74	569,318.28	3,937,992.85	0.00	4,652,174.89	54
Report Totals Net	\$8,590,167.74	\$569,318.28	\$3,937,992.85	\$0.00	\$4,652,174.89	54

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 12/31/2022

Oconee County

FY 2022-2023

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 017 Rock Quarry Enterprise Fund						
095 Other Financing Uses	1,000,000.00	0.00	0.00	0.00	1,000,000.00	100
719 Rock Quarry	8,101,762.74	365,142.48	3,426,813.18	1,015,052.73	3,659,896.83	45
017 Rock Quarry Enterprise Fund	9,101,762.74	365,142.48	3,426,813.18	1,015,052.73	4,659,896.83	51
Report Totals Net	\$9,101,762.74	\$365,142.48	\$3,426,813.18	\$1,015,052.73	\$4,659,896.83	51

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 12/31/2022

Oconee County

FY 2022-2023

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 020 Uninc Emergency Services Protection Srf						
080 Local Revenue	1,532,580.46	426,178.83	701,733.26	0.00	830,847.20	54
020 Uninc Emergency Services Protection Srf	1,532,580.46	426,178.83	701,733.26	0.00	830,847.20	54
Report Totals Net	\$1,532,580.46	\$426,178.83	\$701,733.26	\$0.00	\$830,847.20	54

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 12/31/2022

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 020 Uninc Emergency Services Protection Srf						
107 Ems & Fire Services	1,475,054.50	-19,626.08	364,553.07	4,214.98	1,106,286.45	75
199 Emerg. Serv. Volunteers	200,000.00	2,335.50	109,618.76	0.00	90,381.24	45
020 Uninc Emergency Services Protection Srf	1,675,054.50	-17,290.58	474,171.83	4,214.98	1,196,667.69	71
Report Totals Net	\$1,675,054.50	\$-17,290.58	\$474,171.83	\$4,214.98	\$1,196,667.69	71

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 12/31/2022

Oconee County

FY 2022-2023

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 090 County Debt Service Fund						
080 Local Revenue	1,857,268.00	444,390.17	867,027.15	0.00	990,240.85	53
090 County Debt Service Fund	1,857,268.00	444,390.17	867,027.15	0.00	990,240.85	53
Report Totals Net	\$1,857,268.00	\$444,390.17	\$867,027.15	\$0.00	\$990,240.85	53

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 12/31/2022

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 090 County Debt Service Fund						
854 2020 Go Refunding Bond	856,833.00	0.00	53,416.50	0.00	803,416.50	94
858 2016B Go Bond	401,010.00	0.00	12,987.72	0.00	388,022.28	97
862 2014 SsrB Refunding Bond	319,907.00	0.00	1,955.66	0.00	317,951.34	99
893 2019 Go Bond Keowee Fire	58,378.00	0.00	0.00	0.00	58,378.00	100
896 2013 Go Bond -Echo Hills	221,140.00	0.00	20,290.00	0.00	200,850.00	91
090 County Debt Service Fund	1,857,268.00	0.00	88,649.88	0.00	1,768,618.12	95
Report Totals Net	\$1,857,268.00	\$0.00	\$88,649.88	\$0.00	\$1,768,618.12	95

Bond Payments made after collection of Taxes

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 12/31/2022

Oconee County

FY 2022-2023

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 210 Sheriff'S Victims Assistance Srf						
080 Local Revenue	54,000.00	6,868.02	36,297.94	0.00	17,702.06	33
090 Other Financing Sources	40,000.00	0.00	0.00	0.00	40,000.00	100
210 Sheriff'S Victims Assistance Srf	94,000.00	6,868.02	36,297.94	0.00	57,702.06	61
Report Totals Net	\$94,000.00	\$6,868.02	\$36,297.94	\$0.00	\$57,702.06	61

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 12/31/2022

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 210 Sheriff'S Victims Assistance Srf						
114 Sheriff'S Victims Assist.	123,336.00	15,540.63	61,927.00	0.00	61,409.00	50
210 Sheriff'S Victims Assistance Srf	123,336.00	15,540.63	61,927.00	0.00	61,409.00	50
Report Totals Net	\$123,336.00	\$15,540.63	\$61,927.00	\$0.00	\$61,409.00	50

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 12/31/2022

Oconee County

FY 2022-2023

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 215 Solicitor'S Victims Assistance Srf						
080 Local Revenue	24,000.00	1,010.73	7,269.71	0.00	16,730.29	70
090 Other Financing Sources	45,000.00	0.00	0.00	0.00	45,000.00	100
215 Solicitor'S Victims Assistance Srf	69,000.00	1,010.73	7,269.71	0.00	61,730.29	89
Report Totals Net	\$69,000.00	\$1,010.73	\$7,269.71	\$0.00	\$61,730.29	89

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 12/31/2022

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 215 Solicitor'S Victims Assistance Srf						
512 Solicitor'S Victims Asst	77,532.00	9,100.17	39,151.14	0.00	38,380.86	50
215 Solicitor'S Victims Assistance Srf	77,532.00	9,100.17	39,151.14	0.00	38,380.86	50
Report Totals Net	\$77,532.00	\$9,100.17	\$39,151.14	\$0.00	\$38,380.86	50

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 12/31/2022

Oconee County

FY 2022-2023

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 225 911 Communications Spec. Rev. Fund						
080 Local Revenue	444,644.25	11,003.23	44,136.49	0.00	400,507.76	90
081 State Revenue	270,000.00	0.00	392,883.33	0.00	-122,883.33	-46
225 911 Communications Spec. Rev. Fund	714,644.25	11,003.23	437,019.82	0.00	277,624.43	39
Report Totals Net	\$714,644.25	\$11,003.23	\$437,019.82	\$0.00	\$277,624.43	39

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 12/31/2022

Oconee County

FY 2022-2023

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 225 911 Communications Spec. Rev. Fund						
104 Communications	1,208,644.25	218,956.64	629,909.88	33,313.38	545,420.99	45
225 911 Communications Spec. Rev. Fund	1,208,644.25	218,956.64	629,909.88	33,313.38	545,420.99	45
Report Totals Net	\$1,208,644.25	\$218,956.64	\$629,909.88	\$33,313.38	\$545,420.99	45

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 12/31/2022

Oconee County

FY 2022-2023

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 250 Tri-County Technical College Srf						
080 Local Revenue	1,825,000.00	509,684.10	830,759.97	0.00	994,240.03	54
250 Tri-County Technical College Srf	1,825,000.00	509,684.10	830,759.97	0.00	994,240.03	54
Report Totals Net	\$1,825,000.00	\$509,684.10	\$830,759.97	\$0.00	\$994,240.03	54

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 12/31/2022

Oconee County

FY 2022-2023

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 250 Tri-County Technical College Srf						
876 Tri-County Tech Operation	1,626,600.00	0.00	186,052.88	0.00	1,440,547.12	89
250 Tri-County Technical College Srf	1,626,600.00	0.00	186,052.88	0.00	1,440,547.12	89
Report Totals Net	\$1,626,600.00	\$0.00	\$186,052.88	\$0.00	\$1,440,547.12	89

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 12/31/2022

Oconee County

FY 2022-2023

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 260 Road Maintenance Tax Srf						
080 Local Revenue	4,980,897.32	356,798.97	580,553.76	0.00	4,400,343.56	88
082 Federal Revenue	220,000.00	0.00	0.00	0.00	220,000.00	100
260 Road Maintenance Tax Srf	5,200,897.32	356,798.97	580,553.76	0.00	4,620,343.56	89
Report Totals Net	\$5,200,897.32	\$356,798.97	\$580,553.76	\$0.00	\$4,620,343.56	89

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 12/31/2022

Oconee County

FY 2022-2023

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 260 Road Maintenance Tax Srf						
601 Road Department	6,245,897.32	368,727.70	1,273,732.19	3,370,399.63	1,601,765.50	26
260 Road Maintenance Tax Srf	6,245,897.32	368,727.70	1,273,732.19	3,370,399.63	1,601,765.50	26
Report Totals Net	\$6,245,897.32	\$368,727.70	\$1,273,732.19	\$3,370,399.63	\$1,601,765.50	26

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022
Current Period End Date: 12/31/2022

Oconee County
FY 2022-2023
Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 315 Economic Development Cap. Proj. Fund						
080 Local Revenue	1,361,212.68	1,153,084.67	1,859,371.75	0.00	-498,159.07	-37
315 Economic Development Cap. Proj. Fund	1,361,212.68	1,153,084.67	1,859,371.75	0.00	-498,159.07	-37
Report Totals Net	\$1,361,212.68	\$1,153,084.67	\$1,859,371.75	\$0.00	\$-498,159.07	-37

MCIP Provisos for FILOT Collections more than Budget

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 12/31/2022

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 315 Economic Development Cap. Proj. Fund						
202 Parks, Recreation, & Tour	3,412.55	708.14	14,441.98	0.00	-11,029.43	-323
707 Economic Development	1,357,800.13	27,028.31	148,820.22	3,079.00	1,205,900.91	89
315 Economic Development Cap. Proj. Fund	1,361,212.68	27,736.45	163,262.20	3,079.00	1,194,871.48	88
Report Totals Net	\$1,361,212.68	\$27,736.45	\$163,262.20	\$3,079.00	\$1,194,871.48	88

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 12/31/2022

Oconee County

FY 2022-2023

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 320 Bridges And Culverts Cap. Proj. Fund						
080 Local Revenue	621,655.91	169,897.92	274,128.57	0.00	347,527.34	56
320 Bridges And Culverts Cap. Proj. Fund	621,655.91	169,897.92	274,128.57	0.00	347,527.34	56
Report Totals Net	\$621,655.91	\$169,897.92	\$274,128.57	\$0.00	\$347,527.34	56

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 12/31/2022

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 320 Bridges And Culverts Cap. Proj. Fund						
601 Road Department	621,655.91	316.43	35,870.72	30,227.91	555,557.28	89
320 Bridges And Culverts Cap. Proj. Fund	621,655.91	316.43	35,870.72	30,227.91	555,557.28	89
Report Totals Net	\$621,655.91	\$316.43	\$35,870.72	\$30,227.91	\$555,557.28	89

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 12/31/2022

Oconee County

FY 2022-2023

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 325 Capital Equipment & Vehicle Cpf						
Department: 080 Local Revenue						
325-080-00805-08888 Encumbrance Reserve Bl	-761,861.72	0.00	0.00	0.00	-761,861.72	100
325-080-00867-00000 Cap Equip/Vehicle Tax Re	1,175,000.00	0.00	0.00	0.00	1,175,000.00	100
325-080-00867-76000 Cap Eq/Veh Tax- Vehicle	0.00	6,900.65	44,261.85	0.00	-44,261.85	0
325-080-00867-76002 Cap Eq/Veh Tax - Vehicle	0.00	0.00	-371.32	0.00	371.32	0
325-080-00867-76003 Cap Eq/Veh Tax-Cy R/E T	0.00	329,600.52	481,710.05	0.00	-481,710.05	0
325-080-00867-76005 Cap Eq/Veh Tax- Dt R/E	0.00	749.21	17,100.12	0.00	-17,100.12	0
325-080-00867-76013 Cap Eq/Veh Tax -Dt R/E F	0.00	0.37	864.01	0.00	-864.01	0
325-080-00867-76018 Cap Eq/Veh Tax - Bmw T	0.00	0.00	30.09	0.00	-30.09	0
325-080-00867-76020 Cap Eq/Veh Tax - Motor C	0.00	1,283.68	4,423.53	0.00	-4,423.53	0
325-080-00867-76025 Cap Eq/Veh Tax - R/E Re	0.00	0.00	-2,304.75	0.00	2,304.75	0
325-080-00867-76028 Cap Eq/Veh Tax - Dt Refu	0.00	0.00	-356.37	0.00	356.37	0
325-080-00867-76032 Cap Eq/Veh Tax - Py Refl	0.00	0.00	-2,768.32	0.00	2,768.32	0
325-080-00867-76034 Capital Equip/Vehicle Tax	0.00	1,207.75	11,229.43	0.00	-11,229.43	0
Local Revenue Subtotal	413,138.28	339,742.18	553,818.32	0.00	-140,680.04	-34
Department: 090 Other Financing Sources						
325-090-00180-07190 Ofs-Insurance Proceeds	75,000.00	0.00	0.00	0.00	75,000.00	100
325-090-00195-10305 Ofs - Sale Of Capital Ass	50,000.00	0.00	0.00	0.00	50,000.00	100
Other Financing Sources Subtotal	125,000.00	0.00	0.00	0.00	125,000.00	100
Capital Equipment & Vehicle Cpf Subtotal	538,138.28	339,742.18	553,818.32	0.00	-15,680.04	-3
Report Total Revenue	\$538,138.28	\$339,742.18	\$553,818.32	\$0.00	\$-15,680.04	-3

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 12/31/2022

Oconee County

FY 2022-2023

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 325 Capital Equipment & Vehicle Cpf						
101 Sheriff	438,387.40	200.34	317,684.02	418,021.20	-297,317.82	-68
103 Coroner	39,703.00	0.00	0.00	39,703.00	0.00	0
202 Parks, Recreation, & Tour	47,618.00	0.00	47,618.00	0.00	0.00	0
206 Library	0.00	0.00	0.00	48,506.16	-48,506.16	0
301 Assessor	26,036.00	0.00	26,036.00	0.00	0.00	0
601 Road Department	52,165.32	0.00	0.00	65,228.00	-13,062.68	-25
714 Facilities Maintenance	69,552.00	0.00	30,277.00	55,422.00	-16,147.00	-23
717 Administrator'S Office	1,300,000.00	0.00	0.00	0.00	1,300,000.00	100
718 Solid Waste Department	0.00	0.00	313,700.23	252,324.00	-566,024.23	0
721 Vehicle Maintenance	88,400.00	0.00	88,400.00	0.00	0.00	0
325 Capital Equipment & Vehicle Cpf	2,061,861.72	200.34	823,715.25	879,204.36	358,942.11	17
Report Totals Net	\$2,061,861.72	\$200.34	\$823,715.25	\$879,204.36	\$358,942.11	17

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 12/31/2022

Oconee County

FY 2022-2023

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 330 Parks, Recreation & Tourism Cpf						
Department: 080 Local Revenue						
330-080-00805-08888 Encumbrance Reserve Bt	1,111,154.86	0.00	0.00	0.00	1,111,154.86	100
330-080-00866-00000 Paark Rec & Tourism Tax	770,000.00	0.00	0.00	0.00	770,000.00	100
330-080-00866-76000 Prt Tax - Veh Collection	0.00	1,016.50	1,017.82	0.00	-1,017.82	0
330-080-00866-76003 Prt Tax - Cy R/E Treas	0.00	214,202.51	313,020.17	0.00	-313,020.17	0
330-080-00866-76025 Prt Tax - R/E Refunds	0.00	0.00	-2.79	0.00	2.79	0
330-080-00866-76034 Prt Tax - Watercraft Tax	0.00	295.48	295.48	0.00	-295.48	0
Local Revenue Subtotal	1,881,154.86	215,514.49	314,330.68	0.00	1,566,824.18	83
Parks, Recreation & Tourism Cpf Subtotal	1,881,154.86	215,514.49	314,330.68	0.00	1,566,824.18	83
Report Total Revenue	\$1,881,154.86	\$215,514.49	\$314,330.68	\$0.00	\$1,566,824.18	83

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 12/31/2022

Oconee County

FY 2022-2023

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 330 Parks, Recreation & Tourism Cpf						
Department: 202 Parks, Recreation, & Tour						
330-202-30025-00000 Professional	770,000.00	0.00	0.00	13,500.00	756,500.00	98
Parks, Recreation, & Tour Subtotal	770,000.00	0.00	0.00	13,500.00	756,500.00	98
Department: 203 High Falls Park						
330-203-50850-00000 Capital Buildings	0.00	0.00	0.00	269,149.52	-269,149.52	0
High Falls Park Subtotal	0.00	0.00	0.00	269,149.52	-269,149.52	0
Department: 204 South Cove Park						
330-204-30025-00187 Professional -South Cove	3,617.50	0.00	0.00	3,617.50	0.00	0
South Cove Park Subtotal	3,617.50	0.00	0.00	3,617.50	0.00	0
Department: 214 Seneca Creek						
330-214-30025-00185 Professional - Seneca Cr	3,500.00	0.00	500.00	3,000.00	0.00	0
330-214-52000-00185 Site/Dock Work - Prt- Sen	1,104,037.36	185,744.15	620,950.45	2,316,875.31	-1,833,788.40	-166
Seneca Creek Subtotal	1,107,537.36	185,744.15	621,450.45	2,319,875.31	-1,833,788.40	-166
Parks, Recreation & Tourism Cpf Subtotal	1,881,154.86	185,744.15	621,450.45	2,606,142.33	-1,346,437.92	-72
Report Total Expenditure	\$1,881,154.86	\$185,744.15	\$621,450.45	\$2,606,142.33	\$-1,346,437.92	-72