

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION 2023-04

**A PROCLAMATION HONORING MS. TERESA CATES,
OCONEE COUNTY CLERK OF COURT DEPUTY CLERK - FAMILY
COURT SCHEDULING, UPON HER RETIREMENT**

WHEREAS, Ms. Teresa Cates, a resident of Westminster, South Carolina, is married to Rick Cates and together, they have one son Ricky Cates, who is married to Sarah. Ms. Cates is the proud “Grammy” to three grandchildren, Brendan, Ashlyn and Aurora and excitedly awaiting a fourth in December 2023; and

WHEREAS, Ms. Cates began working as a full-time employee with the Oconee County Clerk of Court on June 12, 1995; and

WHEREAS, Ms. Cates later served as a Deputy Clerk of Court and coordinator for Family Court Docket Scheduling; and

WHEREAS, in good times, and difficult times, Ms. Cates has dealt with a diverse range of people and provided courteous and comprehensive help to judges, attorneys, members of the public and fellow staff members; and

WHEREAS, Ms. Cates has distinguished herself as a hard-working and dedicated public servant, at all times committed to helping her community with a sense of fairness and has provided invaluable leadership and guidance on many matters; and

WHEREAS, her colleagues know her as a steady, dependable co-worker and friend, who takes pride in her work and in this community, and who is always ready to lend a helping hand when needed; and

WHEREAS, after twenty-eight years of service to the citizens of Oconee County, Ms. Cates will retire on June 30, 2023.

NOW, THEREFORE, we, the Oconee County Council, do hereby recognize and express our sincere gratitude for Ms. Cates’ dedication and commitment to the County and congratulate her on her retirement.

APPROVED AND ADOPTED this 20th day of June 2023.

OCONEE COUNTY, SOUTH CAROLINA

Matthew M. Durham, Chairman of County Council
Oconee County, South Carolina

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2023-02**

AN ORDINANCE TO ESTABLISH THE BUDGET FOR THE SCHOOL DISTRICT OF OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR THE OPERATIONS OF THE SCHOOL DISTRICT OF OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024.

BE IT ORDAINED by the County Council for Oconee County, South Carolina (the “County Council”), in accordance with the general law of the State of South Carolina and the Acts and Joint Resolutions of the South Carolina General Assembly, as follows:

SECTION 1

The following amounts are hereby approved for budget purposes and appropriated for the 2023-2024 fiscal year for the School District of Oconee County:

School Operations	\$ 74,625,639
School Debt	\$ 26,985,342
Total School District	<u>\$ 101,610,981</u>

SECTION 2

A tax of sufficient millage to fund the aforestated appropriations for the School District of Oconee County for the fiscal year beginning July 1, 2023 and ending June 30, 2024 is hereby directed to be levied upon all property eligible to be taxed for this purpose in Oconee County and duly collected.

SECTION 3

The Auditor of Oconee County is hereby requested to recommend to County Council, for approval by County Council, a sufficient millage levy, and the Treasurer of Oconee County is hereby directed to collect sufficient millage on all taxable property in Oconee County on which school taxes may be levied to provide for the aforestated operations appropriations and direct expenditures of the School District of Oconee County for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

SECTION 4

In accordance with the Constitution and general law of the State of South Carolina, and the Acts and Joint Resolutions of the South Carolina General Assembly, the Auditor of Oconee County shall set the millage levy for the debt service requirements of the School District and the Treasurer of Oconee County shall collect sufficient millage on all taxable property in Oconee County on which school taxes may be levied to provide for the debt service requirements of the School District of Oconee County for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

SECTION 5

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared severable.

SECTION 6

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

SECTION 7

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2023.

Adopted in meeting duly assembled this ____ day of June, 2023.

OCONEE COUNTY, SOUTH CAROLINA

Matthew Durham
Chairman, Oconee County Council

ATTEST

Jennifer C. Adams
Clerk to County Council

First Reading: May 16, 2023
Public Hearings: June 6, 2023
Second Reading: June 6, 2023
Public Hearings: June 20, 2023
Third Reading: June 20, 2023

SCHOOL DISTRICT OF OCONEE COUNTY
FY 2024 PROPOSED GENERAL FUND REVENUE BUDGET
 Budget Second Read - May 15, 2023

	FY2023-24 Proposed Budget	FY2022-23 Adopted Budget	Comments
Local tax revenue	\$49,700,000	\$47,495,759	2022 revenue - \$50.9M, projected 2023 revenue - \$51.2M
Late penalties and fees	\$100,000	\$250,000	Not currently realizing budgeted value
Fee in Lieu of Taxes	\$3,000,000	\$3,000,000	
Local property tax relief reimbursement	\$3,948,128	\$3,948,130	
Homestead exemption tax revenue	\$1,595,798	\$1,595,798	
Property tax relief TIER 3	\$15,432,000	\$13,841,627	Projection from SC Dept of Revenue, based on 8.6% CPI
Merchants' inventory tax revenue	\$169,330	\$169,330	
Manufacturers' depreciation reimbursement	\$405,383	\$405,383	
Motor carrier fees	\$275,000	\$275,650	
Total from Local Taxes	\$74,625,639	\$70,981,677	
Tuition	\$40,000	\$40,000	
Interest on investments	\$60,000	\$30,000	Improved but volatile interest rate environment
Rental fees	\$10,000	\$10,000	
Refunds	\$20,000	\$30,000	
Total Non-Tax Local Revenue	\$130,000	\$110,000	
School bus drivers' salary	\$1,221,375	\$1,121,377	Increase anticipated but projection not released
Bus drivers' workers compensation	\$54,750	\$54,765	
Retiree insurance	\$3,905,000	\$3,515,308	Senate Projection
EFA funding formula aid	\$35,520,000	\$36,806,890	Senate Projection, over budgeted 2022-23 due to bundling of EFA/EIA
PEBA - On-Behalf Payment	\$676,750	\$676,750	
Total State Sources	\$41,377,875	\$42,175,090	
Total Revenue	\$116,133,514	\$113,266,767	
Transfer from EIA	\$6,170,000	\$0	Increase due to change in EFA/EIA, conservative due to aid reductions 2022-23
Transfer from Special Revenue		-	
Indirect Cost Transfer Revenue	\$75,000	\$150,000	Federal stimulus expiring
Transfers In	\$6,245,000	\$150,000	
Total Revenue and Transfers from All Sources	\$122,378,514	\$113,416,767	

SCHOOL DISTRICT OF OCONEE COUNTY
FY2024 PROPOSED GENERAL FUND BUDGET
Second Read - May 15, 2023

			Proposed FY24 Budget	Adopted FY23 Budget
INSTRUCTION				
KINDERGARTEN PROGRAMS				
1000	SALARIES		3,394,916	3,234,774
2000	EMPLOYEE BENEFITS		1,590,212	1,618,015
3000	PURCHASED SERVICES		-	-
4000	SUPPLIES AND MATERIALS		12,000	27,203
			4,997,128	4,879,992
PRIMARY PROGRAMS				
1000	SALARIES		9,560,350	8,617,160
2000	EMPLOYEE BENEFITS		4,539,447	4,119,546
3000	PURCHASED SERVICES		-	-
4000	SUPPLIES AND MATERIALS		222,518	85,364
			14,301,315	12,822,070
ELEMENTARY PROGRAMS				
1000	SALARIES		15,483,638	14,976,077
2000	EMPLOYEE BENEFITS		6,454,451	6,604,750
3000	PURCHASED SERVICES		8,996	8,715
4000	SUPPLIES AND MATERIALS		133,276	187,211
6000	OTHER OBJECTS		-	-
			22,055,361	21,776,753
HIGH SCHOOL PROGRAMS				
1000	SALARIES		8,967,646	8,083,504
2000	EMPLOYEE BENEFITS		3,669,092	3,434,656
3000	PURCHASED SERVICES		35,600	38,091
4000	SUPPLIES AND MATERIALS		128,218	112,427
6000	OTHER OBJECTS		-	-
			12,775,555	11,668,678
CAREER AND TECHNOLOGY PROGRAMS				
1000	SALARIES		2,266,516	1,983,422
2000	EMPLOYEE BENEFITS		1,019,406	896,800
3000	PURCHASED SERVICES		-	-
4000	SUPPLIES AND MATERIALS		82,500	91,650
5000	CAPITAL OUTLAY		-	-
			3,361,423	2,971,872
EXCEPTIONAL PROGRAMS				
1000	SALARIES		8,559,877	8,545,498
2000	EMPLOYEE BENEFITS		4,010,945	3,889,303
3000	PURCHASED SERVICES		23,500	21,338
4000	SUPPLIES AND MATERIALS		90,765	76,816
6000	OTHER OBJECTS		-	-
			12,674,087	12,532,955
SPECIAL PROGRAMS				
1000	SALARIES		1,718,750	1,692,010
2000	EMPLOYEE BENEFITS		866,472	780,026
3000	PURCHASED SERVICES		25,495	31,155
4000	SUPPLIES AND MATERIALS		16,900	30,471
			2,616,618	2,533,663
ADULT EDUCATION PROGRAMS				
1000	SALARIES		74,280	74,554
2000	EMPLOYEE BENEFITS		27,367	32,880
3000	PURCHASED SERVICES		5,500	3,807
4000	SUPPLIES AND MATERIALS		5,600	5,535
			112,746	116,776
PUPIL ACTIVITY PROGRAMS				
1000	SALARIES		-	-
2000	EMPLOYEE BENEFITS		-	-
3000	PURCHASED SERVICES		-	-
4000	SUPPLIES AND MATERIALS		-	-
6000	OTHER OBJECTS		-	-
			-	-
TOTAL INSTRUCTIONAL EXPENDITURES			72,894,233	69,302,758

SUPPORT				
SUPPORT SERVICES-STUDENTS				
	1000	SALARIES	4,212,310	3,595,067
	2000	EMPLOYEE BENEFITS	2,021,734	1,645,033
	3000	PURCHASED SERVICES	377,240	368,085
	4000	SUPPLIES AND MATERIALS	90,788	74,015
	6000	OTHER OBJECTS	320	320
			6,702,393	5,682,520
SUPPORT SERVICES-INSTRUCTIONAL STAFF				
	1000	SALARIES	3,702,757	3,494,235
	2000	EMPLOYEE BENEFITS	1,537,689	1,399,846
	3000	PURCHASED SERVICES	250,600	258,518
	4000	SUPPLIES AND MATERIALS	319,882	325,495
	6000	OTHER OBJECTS	12,420	12,420
			5,823,347	5,490,513
SUPPORT SERVICES-GENERAL ADMINISTRATION				
	1000	SALARIES	6,532,460	6,262,932
	2000	EMPLOYEE BENEFITS	2,988,402	2,808,184
	3000	PURCHASED SERVICES	293,238	244,856
	4000	SUPPLIES AND MATERIALS	45,700	29,178
	6000	OTHER OBJECTS	391,100	371,800
			10,250,901	9,716,950
SUPPORT SERVICES-FINANCE AND OPERATIONS				
	1000	SALARIES	9,006,013	8,441,031
	2000	EMPLOYEE BENEFITS	4,511,189	4,215,832
	3000	PURCHASED SERVICES	2,652,590	2,627,745
	4000	SUPPLIES AND MATERIALS	4,825,193	4,558,535
	5000	CAPITAL OUTLAY	115,000	72,526
	6000	OTHER OBJECTS	55,050	48,331
			21,165,036	19,963,999
SUPPORT SERVICES-CENTRAL				
	1000	SALARIES	1,312,308	1,197,221
	2000	EMPLOYEE BENEFITS	1,122,170	533,607
	3000	PURCHASED SERVICES	843,898	418,016
	4000	SUPPLIES AND MATERIALS	734,500	69,340
	5000	CAPITAL OUTLAY	15,000	40,610
	6000	OTHER OBJECTS	500	500
			4,128,375	2,259,294
SUPPORT SERVICES-PUPIL ACTIVITY				
	1000	SALARIES	703,000	624,614
	2000	EMPLOYEE BENEFITS	185,000	-
	3000	PURCHASED SERVICES	1,000	1,400
	4000	SUPPLIES AND MATERIALS	23,250	19,500
	6000	OTHER OBJECTS	19,500	18,355
			931,750	663,869
TOTAL SUPPORT EXPENDITURES			49,001,803	43,777,145
COMMUNITY SERVICES				
	3000	PURCHASED SERVICES	1,000	1,000
	4000	SUPPLIES AND MATERIALS		-
	6000	OTHER OBJECTS	150,100	100
			151,100	1,100
TOTAL COMMUNITY SERVICES EXPENDITURES			151,100	1,100
TRANSFERS				
4	7000	TRANSFER OTHER AGENCY	40,000	40,000
4	7000	TRANSFER TO FOOD SERVICE	20,000	80,000
4	7000	TRANSFER TO PUPIL ACTIVITY	271,378	215,764
TOTAL TRANSFERS			331,378	335,764
			\$ 122,378,514	\$ 113,416,767

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

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

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

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

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

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

2023-12

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

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

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

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

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

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

Passed and approved: July 18, 2023

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

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

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

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

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

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

EXHIBIT C
FORM OF MCIP AMENDMENT

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

BETWEEN

PROJECT IRON MAN

AND

OCONEE COUNTY, SOUTH CAROLINA

EFFECTIVE: July 18, 2023

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I PROJECT OVERVIEW	4
Section 1.1. Agreement to Waive Requirement of Recapitulation.....	4
Section 1.2. Rules of Construction; Defined Terms	4
ARTICLE II REPRESENTATIONS AND WARRANTIES	6
Section 2.1. Representations of the County.....	6
Section 2.2. Representations of the Sponsor	7
ARTICLE III THE PROJECT	8
Section 3.1. The Project	8
Section 3.2. Diligent Completion	8
Section 3.3. Multi-County Park.....	8
Section 3.4. Leased Property	8
ARTICLE IV PAYMENTS IN LIEU OF TAXES AND SPECIAL SOURCE REVENUE CREDIT ...	8
Section 4.1. Special Source Revenue Credit	9
Section 4.2. Negotiated FILOT Payments.....	8
Section 4.3. Failure to Satisfy Minimum Special Source Credit Requirements	10
Section 4.4. Payments in Lieu of Taxes on Replacement Property	10
Section 4.5. Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty	11
Section 4.6. Place and Allocation of Payments in Lieu of Taxes	11
Section 4.7. Removal of Equipment.....	11
Section 4.8. Damage or Destruction of Project	11
Section 4.9. Condemnation	12
Section 4.10. Merger of Sponsor with Related Party.....	12
Section 4.11. Indemnification Covenants.....	12
Section 4.12. Confidentiality/Limitation on Access to Project.....	13
Section 4.13. Records and Reports	13
Section 4.14. Payment of Administrative Expenses	14
Section 4.15. Collection and Enforcement Rights of County	14
Section 4.16. Assignment and Subletting	14
Section 4.17. Sponsor's Continuing Obligations After Termination by Sponsor.....	14
Section 4.18. Events of Default	14
Section 4.19. Remedies on Default.....	15
Section 4.20. Remedies Not Exclusive.....	15
Section 4.21. Reimbursement of Legal Fees and Other Expenses	15
ARTICLE V MISCELLANEOUS	15
Section 5.1. Notices	15
Section 5.2. Binding Effect.....	16
Section 5.3. Counterparts.....	16
Section 5.4. Governing Law	16
Section 5.5. Headings.....	16
Section 5.6. Amendments	16
Section 5.7. Further Assurance	16
Section 5.8. Severability.....	17
Section 5.9. Limited Obligation	17
Section 5.10. Force Majeure.....	17
Section 5.11 No Double Payment; Future Changes in Legislation	17
Section 5.12. Sponsor Affiliates	17
Section 5.13. Termination; Termination by Sponsor	18
Section 5.14. Counterparts; Electronic Signatures.....	18

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

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

WITNESSETH:

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

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

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

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

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

WHEREAS, based solely on information supplied by the Company to the County, pursuant to the Act, the County has determined that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs;

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

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

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

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

ARTICLE I PROJECT OVERVIEW

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

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

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

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

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

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

"Commencement Date" shall mean the last day of the property tax year during which Economic Development Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this Fee Agreement.

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

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

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

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

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

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

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

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

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

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

“FILOT Payments” shall mean the Negotiated FILOT Payments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) Based on representations by the Sponsor, the Project constitutes a “project” within the meaning of the Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III THE PROJECT

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

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

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

Section 3.4. *Leased Property.* To the fullest extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4.8. Damage or Destruction of Project.

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

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

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

Project shall be treated as Removed Components.

Section 4.9. Condemnation.

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

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this Fee Agreement; provided, however, that if the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

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

Section 4.11. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement (collectively, "Losses").

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

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

(d) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section 4.11 unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

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

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

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

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

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

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

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

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

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

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

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

(b) Failure by the Sponsor to perform any of the other material terms, conditions, obligations or covenants of the Sponsor hereunder, which failure shall continue for a period of 90 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action; or

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

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

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

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

(a) Terminate the Fee Agreement; or

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

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

(a) bring an action for specific enforcement; or

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

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

Section 4.21. Reimbursement of Legal Fees and Other Expenses. If a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to reimbursement of the reasonable fees of such attorneys and other reasonable expenses so incurred, which shall not be subject to the limitation of Section 4.11.

ARTICLE V MISCELLANEOUS

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

such provision shall control:

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

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

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

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

AS TO THE SPONSORS: Project Iron Man

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

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

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

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

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

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

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

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

Section 5.8. Severability.

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

(b) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, which is not in excess of the benefits contemplated by this Fee Agreement, to the extent not inconsistent with any of the explicit terms of this Fee Agreement. It is expressly agreed that the Sponsor may add Economic Development Property, whether real or personal, by including such property on the Sponsor's PT-300 Schedule S or successor form during the Investment Period to the fullest extent permitted by law.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to provide an infrastructure credit and/or a special source revenue credit pursuant to the Multi-County Park Act, including Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, and by Article VIII, Section 13 of the South Carolina Constitution, to the Sponsor to the maximum extent permitted by law, which is not in excess of the benefits contemplated by this Fee Agreement, to the extent not inconsistent with any of the explicit terms of this Fee Agreement, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

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

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

Section 5.11 No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 5.12. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the

County identifying the Sponsor Affiliate and, to the extent required by the Act, requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by resolution of County Council; provided, however, that the County hereby expressly consents to any future designation by the Sponsor as a Sponsor Affiliate (i) any entity, now existing or to be formed in the future, which own and control, are owned and controlled by, or are under common ownership and control with, the Sponsor, provided, however, the Sponsor notifies the County within thirty days following such designation; and (ii) any third party that the Sponsor may elect to involve in the construction or financing of the Project, provided, however, the Sponsor notifies the County within thirty days following such designation. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 5.13. Termination; Termination by Sponsor.

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

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

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

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

(e) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

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

Section 5.15. Counterparts; Electronic Signatures. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument. Each party hereto also agrees that electronic signatures, whether digital or encrypted, of the parties to this Fee Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logistically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email signatures.

[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by its Chairman of County Council and to be attested by the Clerk to County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

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

Project Iron Man

By: _____
Its: _____

[SIGNATURE PAGE TO FEE AGREEMENT]

EXHIBIT A
DESCRIPTION OF REAL PROPERTY

EXHIBIT B
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

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

1. Joinder to Fee Agreement. [], a [state] [corporation/limited liability company/limited partnership] authorized to conduct business in the State, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) agrees that electronic signatures, whether digital or encrypted, of the parties to this Joinder Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logistically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email signatures.

2. Capitalized Terms. Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate. The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

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

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

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

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

6. Governing Law. This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State.

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

[]

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

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

Date: _____

Project Iron Man

By: _____

Its: _____

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

[NAME OF SPONSOR AFFILIATE]

By: _____

Its: _____

IN WITNESS WHEREOF, at the Sponsor's and the Sponsor Affiliate's request, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

OCONEE COUNTY, SOUTH CAROLINA

By: _____

[Name], Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____

[Name], Clerk to Council
Oconee County Council

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

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

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

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

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

\$ _____

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

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

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

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

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

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

Project Iron Man

Signature: _____

Name: _____

Title: _____

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

THIS AMENDMENT OF AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (“Amendment”) between Oconee County, South Carolina (“Oconee”) and Pickens County, South Carolina (“Pickens,” with Oconee, each, a “Party,” and collectively, “Parties”), is made as of [] [], 2023 (“Effective Date”).

RECITALS:

WHEREAS, to promote economic development and encourage investment and provide additional employment opportunities in Oconee and Pickens, the Parties entered into an “Agreement for Development of a Joint County Industrial and Business Park, dated on or about December 16, 2014 (“Agreement”),” by which the Parties established a joint county industrial and business park (“Park”);

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs in the county is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of the 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 the exemption; and

WHEREAS, Oconee and Pickens desire to amend the Agreement by this Amended Agreement as more specifically provided below;

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 hereby agree as follows:

1. **Binding Agreement.** This Amendment serves as a written instrument amending the entire Agreement between the Parties and shall be binding on Oconee and Pickens, their successors, and assigns.

2. **Authorization.** Article VIII, Section 13(d), of the Constitution of the state of 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 member counties, provided that certain conditions specified in the Constitution are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in the parks will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended (“Section 4-1-170”), satisfies the conditions imposed by Article VIII, Section 13(d), of the Constitution and provides the statutory vehicle whereby a joint county industrial park may be created.

3. **Amendment.** “Section 12. Termination” of the Agreement is hereby stricken in its entirety and replaced with the following:

“12. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Oconee County and Pickens County agree that this Agreement may not be terminated by either Party until December 31, 2061.”

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

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

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

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

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

PICKENS COUNTY, SOUTH CAROLINA

(SEAL)

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

ATTEST:

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

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

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

ATTACHMENT A
PRELIMINARY TERM SHEET*
FEE IN LIEU OF TAX AGREEMENT
BY AND BETWEEN
OCONEE COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED FOR THE TIME
BEING AS PROJECT IRON MAN AND ONE OR MORE AFFILIATES OR OTHER PROJECT
SPONSORS

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

RESOLUTION 2023-11

A RESOLUTION APPOINTING AND COMMISSIONING JAMES WRIGHT AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-30 and pursuant to S.C. Code § 4-9-25, the County has the authority to enact regulations, resolutions, and ordinances not inconsistent with the Constitution and general law of the State of South Carolina, including the exercise of such powers concerning health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein;

WHEREAS, consistent with S.C. Code § 4-9-145 and O.C. Code § 20-30, et seq., the Oconee County Council (the “Council”) may appoint and commission, by resolution, as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County; and

WHEREAS, in order to promote a clean, healthy, and safe environment for the citizens of Oconee County, the Council deems it proper to appoint and commission a code enforcement officer who is authorized to carry out all tasks necessary and incidental to enforce those Oconee County ordinances related to environmental control, nuisance, property maintenance, substandard housing, zoning, and land use throughout the County.

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

Section 1. James Wright (“Wright”) is hereby appointed and commissioned as a code enforcement officer for Oconee County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon him by the governing body of the County, and with all the powers and duties conferred pursuant to the provisions of S.C. Code § 4-9-145. Provided, however, Wright shall not perform any custodial arrests in the exercise of his duties as a code enforcement officer.

Section 2. Wright’s code enforcement authority shall extend throughout the entirety of the unincorporated portions of Oconee County and shall be limited to those ordinances that are related to environmental control, nuisance, property maintenance, substandard housing, zoning, and land use. All enforcement activities shall be carried out in a manner consistent with local, state, and federal law.

Section 3. The County Administrator shall execute and provide Wright with a Certificate of Commission and such other credentials as are deemed necessary to serve as evidence of Wright’s appointment and commissioning hereby.

Section 4. Wright shall serve as a code enforcement officer until this appointment and commission is revoked or his employment with Oconee County ends.

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

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

RESOLVED this ____ day of _____, 2023, in meeting duly assembled.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 20, 2023
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE: [Brief Statement]

Request for Council consideration and approval to reevaluate the hiring freeze for vacant positions in the Building Codes, Parks, Recreation and Tourism, Planning, Roads & Bridges, Rock Quarry, Solid Waste and Vehicle Maintenance Departments to meet demands and address critical needs in Oconee County.

1. Inspector – Building Codes Department
2. Park Ranger I – Parks, Recreation and Tourism Department [Chau Ram]
3. Park Ranger I – Parks, Recreation and Tourism Department [High Falls]
4. Code Enforcement Officer – Planning Department
5. Recycling Center Clerk – Solid Waste Department
6. Recycling Center Clerk – Solid Waste Department
7. Recycling Center Clerk – Solid Waste Department
8. Recycling Center Clerk – Solid Waste Department
9. Equipment Operator III – Roads & Bridges Department
10. Equipment Operator IV – Roads & Bridges Department
11. Equipment Operator IV – Roads & Bridges Department
12. Equipment Operator IV – Roads & Bridges Department
13. Equipment Operator IV – Roads & Bridges Department
14. Assistant Quarry Plant Mechanic – Rock Quarry
15. Auto/Diesel Mechanic – Vehicle Maintenance Department
16. Auto/Diesel Mechanic – Vehicle Maintenance Department
17. Auto/Diesel Mechanic – Vehicle Maintenance Department

BACKGROUND DESCRIPTION:

On June 6, 2023, County Council voted to institute a hiring freeze for all non-public safety positions until the completion of the salary study or until Administration provides data supporting the filling of the requested position. Oconee County Administration and various Departments are requesting Council consideration and approval to reevaluate the hiring freeze for specific positions to meet the demands and address critical needs in Oconee County. This request is limited to the above listed positions, all other vacant positions to remain under the hiring freeze at this time.

The positions for Council consideration were approved in the FY2022-2023 and FY2023-2024 Budget and are not new positions. Vacancies are the result of retirement, turnover and other circumstances. While available staff take on additional responsibilities to account for said vacancies, departments are having to utilize overtime and other resources to provide services to citizens. According to Occupational Safety and Health Administration (OSHA), employees working long hours or consecutive shifts resulting in more than the typical 40-hour work week are at an increased risk for injuries, accidents, increased levels of stress, and illness.

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

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

Oconee County Building Codes is requesting consideration and approval to fill one (1) Inspector position to meet the demands from continued growth and development in Oconee County. From June 9th through June 15th, the Building Codes Department issued 88 new permits and staff completed 158 inspections. Despite staffing challenges throughout Fiscal Year 2023-2023, the department has completed 8,441 inspections and collected \$1,963,046 in fees. The Inspector position was posted on the Oconee County Job Board for one day prior to the implementation of the hiring freeze.

Oconee County Parks, Recreation and Tourism is requesting consideration and approval to hire one (1) Park Ranger I for Chau Ram County Park. The department was in the process of hiring a candidate for this position, prior to the hiring freeze; however, the applicant did not pass the required background check.

Oconee County Parks, Recreation and Tourism is also requesting consideration and approval to hire one (1) Park Ranger I for High Falls County Park. Oconee County received two-weeks' notice of the person currently holding this position after the hiring freeze was implemented. As summer is considered peak season for all three Oconee County parks, this vacancy must be filled as soon as possible to meet the demands of an increased number of visitors in day-use and camping areas.

The Planning Department is requesting consideration and approval to hire one (1) Code Enforcement Officer. The vacant Code Enforcement Officer position negatively affects the amount of site visits / code violations that the department is able to address. Due to the nature and requirements of this position, no single Code Enforcement Officer should step onto a property without another Code Enforcement Officer or a Sheriff's Deputy. This vacancy impacts the Oconee County Sheriff's Office, and the Planning Office, and limits the effectiveness of the department in its abilities to enforce Oconee County Code of Ordinances.

The Oconee County Roads & Bridges Department is requesting consideration and approval to hire one (1) Equipment Operator III and four (4) Equipment Operator IVs. The Roads & Bridges Department has experienced long-term, chronic staffing shortages over the last three years. The department has lost more people, due to retirement, alternative employment opportunities and other circumstances, that it has been able to replace. Vacancies have caused delays with routine maintenance and crews have been consolidated due to lack of staff. New hires would allow the crews to return to their regular duties to provide services to the people of Oconee County, including arbor and asphalt services. In Fiscal Year 2021-2022, the Roads & Bridges Department completed 3,129 work orders, including general county road maintenance and special projects.

Oconee County Solid Waste is requesting consideration and approval to fill four (4) open Recycling Center Clerk positions. Oconee County currently has eleven (11) Recycling Centers, which are open from 7:00 AM to 7:00 PM, Monday through Saturday (closed Wednesday). When fully staffed, Oconee County Solid Waste has a full-time crew leader, nineteen (19) full-time Recycling Center Clerks, and seven (7) part-time employees to provide services during business hours. Recycling Center Clerks are responsible for opening and closing the Recycling Centers, sorting and placing recyclables from small totes to large 30-yard containers, sweeping and washing parking lots, keeping weeds and other debris maintained by spraying, plucking or picking up, cleaning underneath compactor and helping to switch out compactors when they are pulled and replaced, and keeping garbage and cardboard compacted into the containers. The clerks also direct, instruct, and inform the public on what and how materials are accepted and where they should be placed at the center.

Over the last fiscal year, Oconee County Solid Waste has utilized overtime to keep the various Recycling Centers staffed during regular hours. The overtime has been used to account for staffing shortages and does not account for time off requests for upcoming vacations, doctor appointments and unexpected sickness. The inability to staff the Recycling Centers may result in closure or revised hours and the reduction of services to the citizens.

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.

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As temperatures rise, Recycling Center Clerks endure five to twelve-hour intervals per day in temperatures that can exceed 100 degrees. Recycling Center asphalt holds heat and raises the ground temperature by 15-20 degrees. Recycling Center Clerks may be at risk of exhibiting symptoms of exhaustion or overheating. Asking existing staff to cover additional 12-hour shifts to provide services, which would be covered if the vacancies were filled, may increase their risk to the elements. The current full-time staff have an average age of 61 and part-time staff have an average age of 68. According to the National Institute on Aging, “Older adults are at higher risk for heat-related illnesses and death. Factors that put older adults at greater risk may include: Health problems, changes in skin caused by normal aging, taking heart and blood pressure medications, becoming dehydrated from prolonged heat exposure.”

The Oconee County Rock Quarry is requesting consideration and approval to hire one (1) Assistant Quarry Plant Mechanic to fill a vacancy, which recently came about by unforeseeable circumstances. The Assistant Plant Mechanic is vital, as this individual is responsible for maintaining, inspecting and repairing the plant to keep up with daily operations. The Assistant Plant Mechanic performs daily cleaning of the plant to prevent material accumulation and reduce unsafe work conditions. The Rock Quarry would like to post this position internally to reduce the time this position is vacant; however, an external posting may be required depending on the level of interest.

The Vehicle Maintenance Department is requesting consideration and approval to hire three (3) Auto / Diesel Mechanics. The Mechanics perform inspections, services and repairs on all Oconee County vehicles and capital equipment; including that of the Oconee County Sheriff’s Department, Emergency Services and all other departments within Oconee County. Without the necessary staff to perform repairs and routine maintenance on County vehicles and equipment, the Vehicle Maintenance Department will have to outsource repairs to certified vendors. By providing these services in-house, Oconee County has been able to reduce costs and down-time for repairs and maintenance.

It is the mission of Oconee County to provide our current and future citizens and visitors quality services while protecting our communities, heritage, environment and natural resources in an ever-changing world.” Oconee County continues to deliver on this mission, despite staffing shortages, to the best of its abilities. However, the strain the extra responsibilities are putting on the workforce can contribute to increased stress, injuries and accidents, which can cause delays in service, necessitate outsourcing and ultimately drive-up costs for similar or inferior services.

SPECIAL CONSIDERATIONS OR CONCERNS: [only if applicable]

Please see attachment, “Overtime Summary.”

FINANCIAL IMPACT:

The seventeen (17) positions were approved in the FY2022-2023 and FY2023-2024 Budget and are not new or added positions. Vacancies in these departments occurred from retirement, alternative employment opportunities and other circumstances. Please see attachment, “Title, Salary and Fringe Chart’ for additional information.

Building Codes:	\$59,739
Parks Recreation and Tourism:	\$97,585
Planning Department:	\$62,892
Roads & Bridges:	\$264,484
Rock Quarry:	\$55,753
Solid Waste:	\$165,927
Vehicle Maintenance:	\$175,195
Total:	\$881,576

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.

ATTACHMENT(S):

1. Title, Salary and Fringe Chart
2. Overtime Summary
3. Open Positions as of June 19, 2023

STAFF RECOMMENDATION:

Staff recommends Council reevaluate the hiring freeze for the seventeen (17) vacant positions and allow Oconee County Human Resources and Administration to begin accepting applications for the specified departments.

Prepared and Submitted to Council By:

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.

Job Title	Salary	Grade	W/C Rate	W/C Codes	Retire Rate	FICA	Retirement	W/C	Health	Dental	Vision	Total Fringe	Total Fringe and Salary	
Vehicle Maintenance														
Auto/Diesel Mechanic	37,432	115	0.0465	8380	0.17560	2,864	6,573	1,741	9,139	550	100	20,966	58,398	
Auto/Diesel Mechanic	37,432	115	0.0465	8380	0.17560	2,864	6,573	1,741	9,139	550	100	20,966	58,398	
Auto/Diesel Mechanic	37,432	115	0.0465	8380	0.17560	2,864	6,573	1,741	9,139	550	100	20,966	58,398	
Total Vehicle Maintenance													175,195	
Rock Quarry														
Assistant Plant Mechanic	35,181	114	0.0544	1624	0.17560	2,691	6,178	1,914	9,139	550	100	20,572	55,753	
Rock Quarry													55,753	
Road Department														
Equipment Operator IV	31,194	113	0.0828	5506	0.17560	2,386	5,478	2,583	9,139	550	100	20,236	51,429	
Equipment Operator IV	33,065	113	0.0828	5506	0.17560	2,529	5,806	2,738	9,139	550	100	20,862	53,927	
Equipment Operator IV	33,065	113	0.0828	5506	0.17560	2,529	5,806	2,738	9,139	550	100	20,862	53,927	
Equipment Operator IV	33,065	113	0.0828	5506	0.17560	2,529	5,806	2,738	9,139	550	100	20,862	53,927	
Equipment Operator III	31,076	112	0.0828	5506	0.17560	2,377	5,457	2,573	9,139	550	100	20,196	51,272	
Total Road Department													264,484	
Solid Waste														
Recycling Center Clerk	24,243	108	0.0552	7590	0.17560	1,855	4,257	1,338	9,139	550	100	17,239	41,482	
Recycling Center Clerk	24,243	108	0.0552	7590	0.17560	1,855	4,257	1,338	9,139	550	100	17,239	41,482	
Recycling Center Clerk	24,243	108	0.0552	7590	0.17560	1,855	4,257	1,338	9,139	550	100	17,239	41,482	
Recycling Center Clerk	24,243	108	0.0552	7590	0.17560	1,855	4,257	1,338	9,139	550	100	17,239	41,482	
Total Solid Waste													165,927	
Planning														
Code Enforcement Officer	41,500	117	0.0275	9410	0.17560	3,175	7,287	1,141	9,139	550	100	21,392	62,892	
Total Planning													62,892	
Parks, Recreation and Tourism														
Park Ranger I	31,073	112	0.0409	9102	0.17560	2,377	5,456	97	9,139	550	100	17,720	48,793	
Park Ranger I	31,073	112	0.0409	9102	0.17560	2,377	5,456	97	9,139	550	100	17,720	48,793	
Total Parks, Recreation and Tourism													97,585	
Building Codes														
Inspector	39,826	116	0.0275	9410	0.17560	3,047	6,993	84	9,139	550	100	19,913	59,739	
Total Building Codes													59,739	
Grand Total													881,576	

Department	OT Hours	Total OT/DT Cost
718-Solid Waste Department	4015.25	\$ 148,604.00
601-Road Department	1050.75	\$ 30,690.32
204-South Cove Park	551	\$ 14,490.06
205-Chau Ram Park	354	\$ 9,200.56
203-High Falls Park	288.5	\$ 7,365.06
721-Vehicle Maintenance	215	\$ 6,446.33
712-Planning	54	\$ 2,107.24
702-Building Codes	504.75	\$ 20,170.12
719-Rock Quarry	4870.25	\$ 142,924.76
Total	11903.5	\$ 381,998.45

Updated as of 6/19/2023

*including upcoming vacancies provided so far up to end of Payroll 1 for 23-24 (6/26/2023-7/09/2023)

DEPARTMENT	OPEN POSITIONS	# of Positions
<u>Sheriff</u>		
	Deputy I/II	3 <i>(2 in hiring process)</i>
	P/T Deputy/Tactical Medic	4
	Master Deputy (Road Patrol)	1
	Sergeant – Court Security	1
		9 total
<u>Communications</u>		
	Emergency Dispatcher	2 <i>(1 in hiring process)</i>
	P/T Dispatcher	1
		3 total
<u>OLEC</u>		
	Correctional Officer I/II	3
	Corporal	1
	Master Correctional Officer	2
		6 total
<u>Emergency Services</u>		
	Field Training Officer	1
	Firefighter 106/24-hr	1
	Firefighter 80/40-hr	5
	P/T Firefighter	
		7 total
<u>Animal Control</u>		
	Animal Control Officer	1 <i>(1 in hiring process)</i>
		1 total
<u>PRT</u>		
	Park Ranger I	1
		1 total
<u>Board of Assessment</u>		
	P/T Secretary III	1
		1 total

Updated as of 6/19/2023

*including upcoming vacancies provided so far up to end of Payroll 1 for 23-24 (6/26/2023-7/09/2023)

<u>Clerk of Court</u>		
	Deputy Clerk of Court	1
	Court Clerk II	1
		2 total
<u>Roads</u>		
	ROW Specialist	1
	Equipment Operator IV	4
	Equipment Operator III	1
	Lead Equipment Foreman	1
	Engineer Storm Water Manager	1
	Arbor Crew Leader	1
		9 total
<u>Building Codes</u>		
	Building Codes Director	1
	Inspector II	2
		3 total
<u>Delegation</u>		
	Delegation Coordinator	1
		1 total
<u>Planning</u>		
	Planner (Senior)	1
	Code Enforcement Officer	1
		2 total
<u>Administration</u>		
	Administrative Assistant	1
		1 total
<u>Solid Waste</u>		
	Recycle Center Attendant	4
	Equipment Operator	1
		5 total
<u>Rock Quarry</u>		
	Quarry Mechanic	1
		1 total

Updated as of 6/19/2023

*including upcoming vacancies provided so far up to end of Payroll 1 for 23-24 (6/26/2023-7/09/2023)

<u>Vehicle Maintenance</u>		
	Auto Diesel Mechanic	3
		3 total
<u>Life After Lock Up (LALU)</u>		
<i>Airport</i>	<i>Custodian I</i>	<i>1</i>
<i>Rock Quarry</i>	<i>EO II</i>	<i>1</i>

Total Slots

55 open slots (not including LALU)

4 of which are in hiring process

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 20, 2023

ITEM TITLE:

Procurement #: RFP 22-03 Title: Third Party Building Official and Commercial Plan Review Services **Department(s): Building Codes** **Amount: Estimated \$75,000.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2023-2024 budget process.

Budget: \$75,000.00 Project Cost: **\$75,000.00** Balance: **\$0.00** Finance Approval: _____

BACKGROUND DESCRIPTION:

The Oconee County Building Codes Department has recently experienced an increase in commercial building applications and anticipates future workload increases. An as-needed, pre-qualified firm is requested to aid the County in review of plans submitted for commercial building applications. This will ensure plans are reviewed in a timely manner to applicants. The awarded firm will also serve as Building Official for the Oconee County Building Codes.

Request for Proposals, RFP 22-03 Third Party Building Official and Commercial Plan Review Services requested qualified firms to serve as the chief building official for Oconee County and to provide commercial plan review services on an as-needed basis.

RFP 22-03 was issued on April 13, 2023, and sent to thirty-eight (38) firms, four proposals were received. An Evaluation Committee consisting of County Staff reviewed / scored all responses and unanimously recommended RCI of SC, Inc, of Pacolet, SC for award.

The Awarded Firm will, upon request, review all documents which consist of plans, specifications and engineering data for commercial building applications, to determine whether the items comply with all applicable ordinance and state building code; in addition, all local codes and regulations required by Oconee County.

The Awarded Firm will also serve as Chief Building Official for Oconee County Building Codes. A County Building Code Inspector will administer a building inspection, enforcement or rendering interpretations of building, residential and commercial, plumbing, electrical, mechanical, fuel gas and energy conservation codes on various building systems. The Chief Building Official shall be responsible for reviewing the inspections performed and signing all Certificate of Occupancy and Certificate of Completions issued by Oconee County.

When the Building Codes Department receives a Building Permit application that requires a Commercial Plan Review, the Awarded vendor will be paid 50% of the plan review fee; which is charged to the permit applicant. The permit fee will be collected, at the time of application submission and paid to the County. The County will pay the Awarded Firm on a monthly basis.

The fees are as follows:

Building Official: \$85.00 per hour

Commercial Plan Review (Permit Issued): 50% of Plan Review Fee

Commercial Plan Review (NO Permit Issued): \$0.00

Inspection Services (if required) \$65.00 per hour

This contract will begin July 1, 2023 and end June 30, 2024. The County has the option to renew for up to four (4) one-year terms, providing the services are satisfactory.

ATTACHMENT(S):

1. Summary Score Sheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve the award of RFP 22-03 for Third Party Building Official and Commercial Plan Review Services to RCI of SC, Inc, of Pacolet, SC
2. Authorize the County Administrator to execute the contract documents and to renew this contract for up to four (4) one-year renewals, providing the services provided are satisfactory and the amounts budgeted are not exceeded.

Submitted or Prepared By: _____

Tronda C. Popham, Procurement Director

Approved for Submittal to Council: _____

Amanda F. Brock, County Administrator

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Building Official & Commercial Plan Review Services

**Open Date: May 16,
2023 @ 2:00pm**

RFP 22-03

Bidders	Bunnell Lammons Engineering (BLE)	D and S, LLC	RCI of South Carolina	SAFEbuilt
Evaluator 1	460.00	455.00	475.00	471.67
Evaluator 2	285.00	158.33	465.00	205.00
Evaluator 3	350.00	255.00	415.00	280.00
Evaluator 4	356.67	305.00	401.67	358.33
Evaluator 5	435.00	427.50	460.00	425.00
TOTAL SCORE	1886.67	1600.83	2216.67	1740.00
RANKING	2	4	1	3
AVERAGE SCORE	377.33	320.17	443.33	348.00
AVERAGE RANKING	2	4	1	3

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 20, 2023

ITEM TITLE:

Title: **2012 Komatsu WA600 Differential / Final Drive Rebuild** Department: **Rock Quarry**

Amount: \$ **59,179.62**

Contingency 20%: \$ **11,835.92**

Total: \$ 71,015.54

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2022-2023 budget process

Budget: \$ **71,015.54** Project Cost: \$ **71,015.54** Balance: \$ **0.00**

Finance Approval: _____

BACKGROUND DESCRIPTION:

This expense is for the rebuild of the rear differential / final drive on the 2012 Komatsu WA600 Pit Loader (asset number 335.09) used at the Rock Quarry.

Upon receiving the Komatsu WA600 back from Linder after they completed the half-life rebuild, Rock Quarry mechanics and equipment operators noticed an unusual noise coming from the machine. Rock Quarry Staff notified Linder about this new noise, and requested a site visit to evaluate the machine. Linder was on site, May 10, 2023, and completed an initial evaluation. Linder advised staff to leave the WA600 in production.

After continuing to operate the loader, the Rock Quarry equipment operators and mechanics noticed the noise gradually getting worse. Due to the uncertainty of the source of the noise, Rock Quarry staff contacted Linder and requested they return and inspect the equipment and to conduct a more thorough diagnosis. During this diagnosis, the differential on the rear axle was isolated as the source of the noise. The rear axle of the machine was removed on June 16, 2023 and the differential was dismantled, Linder found the pinion bearing was failing; which was allowing metal to contaminate the rest of the differential and final drive. During this diagnostic, it revealed hydraulic suction hoses are in need of repair.

The Quarry utilizes this Komatsu WA600 pit loader to support daily operations. Quarry Staff recommends the rebuild of the rear differential and final drive, as downtime and the cost of maintenance for this machine is on the rise. This loader is essential for the Quarry to keep up with rock production.

The estimated cost for the rebuild of the rear differential / final drive is \$59,179.62. Staff is requesting a 20% contingency, in the amount of \$11,835.92, 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 parts warranty.

ATTACHMENT(S):

1. Linder Industrial Machinery Quote
2. Authorized / Surface Mining Komatsu Dealer for SC
3. Rock Quarry Emergency Request Letter

STAFF RECOMMENDATION:

It is the staff's recommendation that Council;

1. Approve the differential / final drive rebuild of the 2012 Komatsu WA600 to Linder Industrial Machinery of Greer, SC, in the amount of \$59,179.62 and a 20% contingency amount of \$11,835.92; for a total award of \$71,015.54.
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.

ESTIMATE NO
E26001915

DATE
06-19-23

LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO
8P0008530

PAGE NO
1

PAYMENT TERMS
N10 PROX

Service Estimate

CUSTOMER RFQ#

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 : 07-19-23
REF:

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

SEGMENT : 1 FIELD REPAIR CUSTOMER FIELD 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
426-62-35380	HOSE	1	559.80	0.00	559.80
426-62-35850	CLAMP	8	131.96	0.00	1,055.68
07260-27428	HOSE	1	203.51	0.00	203.51
21N-62-37921	CLAMP	4	59.47	0.00	237.88
07260-24125	HOSE	1	89.51	0.00	89.51
426-62-35810	CLAMP P60	4	72.86	0.00	291.44
07260-09922	HOSE	1	261.35	0.00	261.35
208-62-73910	CLAMP	4	81.17	0.00	324.68
426-62-33940	HOSE	1	741.79	0.00	741.79
TB1215	SIL.GASKET,L	3	66.92	0.00	200.76
07000-B2110	O-RING	1	16.11	0.00	16.11
07000-B2140	O-RING	1	18.02	0.00	18.02
07000-B2105	O-RING	1	15.76	0.00	15.76
07000-B2085	O-RING	1	14.32	0.00	14.32
07000-B3048	O-RING P60	1	13.10	0.00	13.10
1400849H2	HO56 BULK	125	16.01	0.00	2,001.25
426-22-31871	BEARING KIT	1	2,645.82	0.00	2,645.82
566-22-71850	BEARING	2	836.13	0.00	1,672.26
426-23-31201	PINION ASS'Y	1	10,462.07	0.00	10,462.07
426-22-31421	PINION	4	626.42	0.00	2,505.68
426-22-31441	GEAR	2	1,860.40	0.00	3,720.80
426-22-31530	WASHER	2	185.75	0.00	371.50
426-22-31692	WASHER	4	134.05	0.00	536.20
566-09-21110	O-RING P60	1	28.27	0.00	28.27
07000-15075	O-RING	1	10.03	0.00	10.03
07012-50110	OIL SEAL P60	1	138.32	0.00	138.32
426-22-31770	SEAL	1	141.44	0.00	141.44
426-46-32521	BUSHING	2	230.87	0.00	461.74
426-46-32340	PACKING	1	424.58	0.00	424.58
426-46-32350	PACKING	1	443.43	0.00	443.43
07000-15350	O-RING	1	17.05	0.00	17.05
426-46-12131	BOLT	2	116.64	0.00	233.28

ESTIMATE NO
E26001915

DATE
06-19-23

LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651

CUSTOMER NO
BP0008530

PAGE NO
2

PAYMENT TERMS
N10 PROX

Service Estimate

CUSTOMER RFQ#

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
01580-03629	NUT	2	9.33	0.00	18.66
426-46-11711	WASHER	2	35.33	0.00	70.66
426-22-32520	BEARING	12	401.56	0.00	4,818.72
426-22-32840	BEARING	2	2,039.58	0.00	4,079.16
426-33-31330	O-RING	2	94.25	0.00	188.50
566-09-31161	SEAL	2	292.94	0.00	585.88
425-33-11410	SEAL	2	161.50	0.00	323.00
421-33-11440	SEAL	2	128.56	0.00	257.12
426-33-31330	O-RING	2	94.25	0.00	188.50
426-33-31360	O-RING	2	278.05	0.00	556.10
07000-A5390	O-RING	2	52.19	0.00	104.38
07000-15400	O-RING	2	21.19	0.00	42.38
07002-13634	O-RING P60	2	4.69	0.00	9.38
195-09-18340	O-RING P60	2	44.53	0.00	89.06
426-22-32810	BEARING	2	784.29	0.00	1,568.58
07002-62434	O-RING	4	9.79	0.00	39.16
1400160H2	AXO80 OIL 5	9	122.55	0.00	1,102.95
	SERVICE SUPPLIES	1.00	250.00		250.00
LABOR					15,030.00

SEGMENT 1 TOTAL:
43,899.62 PARTS 15,030.00 LABOR 250.00 MISC. 0.00 TAX 59,179.62 TOTAL

PARTS	43,899.62
LABOR	15,030.00
MISC.	250.00
SALES TAX	0.00
TOTAL(USD)	59,179.62

Note:

CUSTOMER ACCEPTANCE

CUSTOMER PO

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
Quarry

June 19, 2023

Tronda Popham
Oconee County Procurement
415 S. Pine Street
Walhalla, SC 29691

Leanna McAlister
Accounting Manager

Oconee County Quarry
686 Rock Crusher Road
Walhalla, SC 29691

Phone: 864-364-5577
Cell: 864-723-6239

E-mail:
lmcalister@oconeesc.com

Dear Tronda,

We are requesting an emergency repair on the 2012 Komatsu WA600. Due to imminent rear differential failure, we feel an emergency repair is necessary in order to minimize further damage to the final drive and the rear axle.

The Komatsu WA600 is a vital piece of production equipment at the Quarry. Its purpose is to load the haul trucks that feed the crushing plant.

We are currently getting by temporarily by using smaller pieces of equipment to load the haul trucks. These smaller pieces of equipment are not designed to load large haul trucks repeatedly on a daily basis. Additionally, these pieces of equipment are being taken away from their normal duties. Overall, this will cause a decrease in production long term.

These pieces of equipment are used for Rip Rap production, Boulder loading, and loading customer trucks. Utilizing these pieces of equipment will reduce Rip Rap production and increase customer wait times. They also are slower at loading the haul trucks due to their reduced size compared to the WA600, so this will slow production at the plant as well.

Thank you for your assistance.

Sincerely,

Leanna McAlister *Thomas V Moxley*
Leanna McAlister, Thomas Moxley

attachment: quote



PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Council Meetings

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



Hal Welch
General Manager

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



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



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

LEGAL S

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

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

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

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

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

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

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

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



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THE JOURNAL

U-STOR-IT

Mini Warehouse

Inside • Outside • No Cameras
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Got Some Spring Repair Projects?

Oconee County Council

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

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

E-mail:
jennifercadams@oconeesc.com

John Elliott
District I

Matthew Durham
Chairman
District II

Don Mize
Vice Chairman
District III

Julian Davis, III
District IV

J. Glenn Hart
Chairman Pro Tem
District V



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

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

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

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

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

OCONEE CODE OF ORDINANCES

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

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

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

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

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

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

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

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

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

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Public Hearing: ORDINANCE 2023-02

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



Hal Welch
General Manager

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



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



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

bidding agent is present at the sale and either Plaintiff's attorney or Plaintiff's bidding agent enters the authorized bid of Plaintiff for this captioned matter. In the alternative, Plaintiff's counsel, if permitted by the Court, may advise this Court directly of its authorized bidding instructions. In the event a sale is inadvertently held without Plaintiff's Counsel or Counsel's bidding agent entering the authorized bid of Plaintiff for this specifically captioned matter, the sale shall be null and void and the property shall be re-advertised for sale on the next available sale date. Neither the Plaintiff nor its counsel make representations as to the integrity of the title or the fair market value of the property offered for sale. Prior to bidding you may wish to review the current state law or seek the advice of any attorney licensed in South Carolina.

Melissa C. Burton
Clerk of Court for Oconee County
Scott and Corley, P.A.
Attorney for Plaintiff

located at 415 S. Pine Street, Walhalla, SC.

The Oconee County Council will hold a Special Meeting at 9am on Friday, June 23, 2023 in Oconee County Council Chambers located at 415 S. Pine St., Walhalla, SC.

There will be a public hearing held at 6pm on Tuesday, June 20, 2023 in Oconee County Council Chambers located at 415 S. Pine St., Walhalla, SC for the following:

ORDINANCE 2023-02 AN ORDINANCE TO ESTABLISH THE BUDGET FOR THE SCHOOL DISTRICT OF OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR THE OPERATIONS OF THE SCHOOL DISTRICT OF OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024.

THE JOURNAL

Miss A Day
Miss A Lot

SUBSCRIBE TODAY
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NOTICE OF APPLICATION
Notice is hereby given that the Nantahala Outdoor Center intends to apply to the South Carolina Department of Revenue for a license and/or permit that will allow the sale and on premises consumption of beer and wine at 851-A Chattooga Ridge Rd. Mountain Rest, SC 29664. To object to the issuance of this license and/or permit, you must submit Form ABL-20, postmarked no later than June 10, 2023.

Mail protests to SCDOR, ABL Section, PO BOX 125, Columbia, SC 29214-0907 or email to ABL@dor.sc/gov.

The Oconee County Real Estate, Facilities, and Land Management Committee meeting scheduled for Tuesday, June 6, 2023 at 4:30pm has been CANCELLED.

The Oconee County Planning and Economic Development Committee meeting scheduled for 4:30pm on Tuesday, June 6, 2023 has been rescheduled to start at 5pm on Tuesday, June 6, 2023 in Oconee County Council Chambers

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THE JOURNAL

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We deliver.

CARRIERS



Public Comment
SIGN IN SHEET
6:00 PM

June 20, 2023

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

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	PERRY Smith	
2	Tom Markovich	
3	Danny Cooper	
4		
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

June 20, 2023 ~ 6:00 p.m.

ORDINANCE 2023-02 AN ORDINANCE TO ESTABLISH THE BUDGET FOR THE SCHOOL DISTRICT OF OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR THE OPERATIONS OF THE SCHOOL DISTRICT OF OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024.

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

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

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

	Ordinance #	ORD 2023-02
1.		
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19.		

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 05/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 8 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 010 General Fund						
080 Local Revenue	55,149,500.00	1,864,709.20	52,226,949.10	0.00	2,922,550.90	5
081 State Revenue	3,918,343.00	819,475.00	3,456,859.01	0.00	461,483.99	12
082 Federal Revenue	199,500.00	8,007.15	11,435.41	0.00	188,064.59	94
090 Other Financing Sources	1,729,677.00	66,363.51	261,055.08	0.00	1,468,621.92	85
010 General Fund	60,997,020.00	2,758,554.86	55,956,298.60	0.00	5,040,721.40	8

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 05/31/2023

Ideal Remaining Percent: 8 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 010 General Fund						
080 Local Revenue	2,442,080.00	0.00	0.00	0.00	2,442,080.00	100
095 Other Financing Uses	149,367.00	0.00	447.29	0.00	148,919.71	100
101 Sheriff	11,057,271.73	806,713.66	9,704,289.86	100,778.82	1,252,203.05	11
103 Coroner	373,596.00	27,161.68	324,276.45	230.34	49,089.21	13
104 Communications	1,951,158.00	135,584.41	1,742,772.69	36,623.46	171,761.85	9
106 Law Enforcement Center	5,286,572.00	373,529.85	4,367,455.85	155,249.70	763,866.45	14
107 Ems & Fire Services	7,132,311.34	601,345.24	5,620,666.09	1,023,950.36	487,694.89	7
110 Animal Control	732,662.25	45,402.95	627,501.70	8,381.38	96,779.17	13
120 Sheriff'S Bailiffs	18,000.00	4,070.07	42,213.86	0.00	-24,213.86	-135
202 Parks, Recreation, & Tour	977,004.00	43,657.62	678,794.53	520.76	297,688.71	30
203 High Falls Park	461,196.00	36,482.94	457,434.64	133.85	3,627.51	1
204 South Cove Park	601,882.00	44,872.21	557,627.58	0.00	44,254.42	7
205 Chau Ram Park	407,469.00	27,199.45	328,329.07	1,134.29	78,005.64	19
206 Library	1,591,324.00	96,060.89	1,349,737.13	8,040.25	233,546.62	15
301 Assessor	1,101,307.00	75,299.78	1,024,027.53	1,074.76	76,204.71	7
302 Auditor	667,476.00	45,178.16	580,070.40	36,915.19	50,490.41	8
303 Brd Of Assessment Appeals	7,526.00	481.41	4,787.63	0.00	2,738.37	36
305 Delinquent Tax	448,571.00	43,851.13	326,304.42	79,391.66	42,874.92	10
306 Treasurer	706,729.00	39,286.22	623,812.68	17,082.95	65,833.37	9
402 Dept Of Social Services	12,700.00	748.33	9,743.07	0.00	2,956.93	23
403 Health Department	29,150.00	2,486.28	26,197.32	0.00	2,952.68	10
404 Veterans' Affairs	235,175.00	15,565.22	204,319.55	320.59	30,534.86	13
501 Clerk Of Court	788,291.00	60,220.22	747,080.12	1,422.16	39,788.72	5
502 Probate Court	388,127.00	31,150.33	372,661.59	114.99	15,350.42	4
504 Solicitor	1,005,004.00	66,517.86	726,081.54	0.00	278,922.46	28
509 Magistrate	1,058,658.86	66,115.68	827,276.83	1,529.70	229,852.33	22
510 Public Defender	250,000.00	0.00	250,000.00	0.00	0.00	0
601 Road Department	3,143,133.00	185,177.73	2,482,915.91	8,675.19	651,541.90	21
702 Building Codes	734,647.00	41,564.34	604,978.61	25,017.95	104,650.44	14
704 County Council	326,751.00	14,542.47	301,854.70	3,773.02	21,123.28	6
705 Direct Aid	746,372.00	14,699.55	639,811.87	0.00	106,560.13	14
706 Delegation	68,457.00	1,100.77	15,699.78	278.06	52,479.16	77
707 Economic Development	666,252.00	63,488.10	600,091.99	2,013.68	64,146.33	10
708 Finance Department	718,308.00	53,719.94	666,673.76	8,542.11	43,092.13	6
709 Non-Departmental	3,160,678.14	162,878.86	2,846,488.08	385,561.80	-71,371.74	-2
710 Human Resources	390,751.00	21,208.62	345,606.06	1,838.12	43,306.82	11
711 Information Technology	1,472,358.28	109,112.40	1,344,075.24	96,832.77	31,450.27	2
712 Planning Department	444,572.00	15,219.78	291,981.44	350.94	152,239.62	34
713 Procurement	250,378.00	18,446.05	216,369.22	512.97	33,495.81	13
714 Facilities Maintenance	1,524,024.00	101,782.22	1,336,613.58	10,036.08	177,374.34	12

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 05/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 8 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
715 Registration & Elections	298,458.00	16,035.77	273,264.75	279.79	24,913.46	8
716 Soil & Water Conservation	81,981.00	4,738.95	81,895.53	2,500.00	-2,414.53	-3
717 Administrator'S Office	592,102.00	32,903.33	514,545.50	57,350.09	20,206.41	3
718 Solid Waste Department	6,983,605.90	677,555.29	5,558,532.67	761,049.07	664,024.16	10
720 Airport	2,636,305.50	103,527.90	1,722,290.61	501,942.91	412,071.98	16
721 Vehicle Maintenance	1,081,237.00	71,002.32	930,133.41	1,184.73	149,918.86	14
735 Register Of Deeds	361,909.00	21,206.02	284,682.94	12,516.28	64,709.78	18
741 County Attorney	404,792.00	22,309.02	318,933.36	0.00	85,858.64	21
799 Poll Workers	6,000.00	0.00	52,218.28	0.00	-46,218.28	-770
010 General Fund	65,973,680.00	4,441,201.02	52,953,566.71	3,353,150.77	9,666,962.52	15

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 05/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 8 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 017 Rock Quarry Enterprise Fund						
080 Local Revenue	8,590,167.74	387,539.52	7,862,584.32	0.00	727,583.42	8
017 Rock Quarry Enterprise Fund	8,590,167.74	387,539.52	7,862,584.32	0.00	727,583.42	8

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 05/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 8 %

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	577,727.44	6,625,271.12	647,362.86	829,128.76	10
017 Rock Quarry Enterprise Fund	9,101,762.74	577,727.44	6,625,271.12	647,362.86	1,829,128.76	20

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 05/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 8 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 020 Uninc Emergency Services Protection Srf						
080 Local Revenue	1,532,580.46	43,931.19	1,732,324.62	0.00	-199,744.16	-13
020 Uninc Emergency Services Protection Srf	1,532,580.46	43,931.19	1,732,324.62	0.00	-199,744.16	-13

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 05/31/2023

Ideal Remaining Percent: 8 %

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	22,020.47	982,173.21	38,822.68	454,058.61	31
199 Emerg. Serv. Volunteers	200,000.00	0.00	143,600.45	0.00	56,399.55	28
020 Uninc Emergency Services Protection Srf	1,675,054.50	22,020.47	1,125,773.66	38,822.68	510,458.16	30

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 05/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 8 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 090 County Debt Service Fund						
080 Local Revenue	1,857,268.00	47,784.02	1,467,179.56	0.00	390,088.44	21
090 County Debt Service Fund	1,857,268.00	47,784.02	1,467,179.56	0.00	390,088.44	21

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 05/31/2023

Ideal Remaining Percent: 8 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 090 County Debt Service Fund						
854 2020 Go Refunding Bond	856,833.00	0.00	856,833.00	0.00	0.00	0
858 2016B Go Bond	401,010.00	0.00	398,992.72	0.00	2,017.28	1
862 2014 SsrB Refunding Bond	319,907.00	1,955.66	323,817.82	0.00	-3,910.82	-1
893 2019 Go Bond Keowee Fire	58,378.00	0.00	0.00	0.00	58,378.00	100
894 2022 Go Bond- Keowee Fire	0.00	0.00	-22,464.75	0.00	22,464.75	0
896 2013 Go Bond -Echo Hills	221,140.00	0.00	221,171.25	0.00	-31.25	0
090 County Debt Service Fund	1,857,268.00	1,955.66	1,778,350.04	0.00	78,917.96	4

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 05/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 8 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 210 Sheriff'S Victims Assistance Srf						
080 Local Revenue	54,000.00	7,982.52	72,856.41	0.00	-18,856.41	-35
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	7,982.52	72,856.41	0.00	21,143.59	22

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 05/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 8 %

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	10,538.84	116,711.37	0.00	6,624.63	5
210 Sheriff'S Victims Assistance Srf	123,336.00	10,538.84	116,711.37	0.00	6,624.63	5

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 05/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 8 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 215 Solicitor'S Victims Assistance Srf						
080 Local Revenue	24,000.00	6,536.03	36,847.42	0.00	-12,847.42	-54
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	6,536.03	36,847.42	0.00	32,152.58	47

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 05/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 8 %

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	5,295.93	74,058.67	0.00	3,473.33	4
215 Solicitor'S Victims Assistance Srf	77,532.00	5,295.93	74,058.67	0.00	3,473.33	4

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 05/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 8 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 225 911 Communications Spec. Rev. Fund						
080 Local Revenue	444,644.25	31,991.70	109,507.54	0.00	335,136.71	75
081 State Revenue	270,000.00	0.00	757,978.91	0.00	-487,978.91	-181
225 911 Communications Spec. Rev. Fund	714,644.25	31,991.70	867,486.45	0.00	-152,842.20	-21

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 05/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 8 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 225 911 Communications Spec. Rev. Fund						
104 Communications	1,208,644.25	37,472.34	811,792.86	157,478.42	239,372.97	20
225 911 Communications Spec. Rev. Fund	1,208,644.25	37,472.34	811,792.86	157,478.42	239,372.97	20

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 05/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 8 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 250 Tri-County Technical College Srf						
080 Local Revenue	1,825,000.00	49,944.30	2,020,823.56	0.00	-195,823.56	-11
250 Tri-County Technical College Srf	1,825,000.00	49,944.30	2,020,823.56	0.00	-195,823.56	-11

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 05/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 8 %

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

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 05/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 8 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 260 Road Maintenance Tax Srf						
080 Local Revenue	4,980,897.32	34,985.70	1,412,552.80	0.00	3,568,344.52	72
082 Federal Revenue	220,000.00	149,434.78	149,434.78	0.00	70,565.22	32
260 Road Maintenance Tax Srf	5,200,897.32	184,420.48	1,561,987.58	0.00	3,638,909.74	70

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 05/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 8 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 260 Road Maintenance Tax Srf						
601 Road Department	6,245,897.32	102,789.74	1,818,455.98	3,083,193.55	1,344,247.79	22
260 Road Maintenance Tax Srf	6,245,897.32	102,789.74	1,818,455.98	3,083,193.55	1,344,247.79	22

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 05/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 8 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 315 Economic Development Cap. Proj. Fund						
080 Local Revenue	1,361,212.68	21,271.14	3,278,590.97	0.00	-1,917,378.29	-141
315 Economic Development Cap. Proj. Fund	1,361,212.68	21,271.14	3,278,590.97	0.00	-1,917,378.29	-141

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 05/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 8 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 315 Economic Development Cap. Proj. Fund						
202 Parks, Recreation, & Tour	3,412.55	0.00	15,259.58	0.00	-11,847.03	-347
707 Economic Development	1,357,800.13	34,179.69	288,022.34	112,390.09	957,387.70	71
315 Economic Development Cap. Proj. Fund	1,361,212.68	34,179.69	303,281.92	112,390.09	945,540.67	69

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 05/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 8 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 320 Bridges And Culverts Cap. Proj. Fund						
080 Local Revenue	621,655.91	16,650.15	670,269.28	0.00	-48,613.37	-8
320 Bridges And Culverts Cap. Proj. Fund	621,655.91	16,650.15	670,269.28	0.00	-48,613.37	-8

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 05/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 8 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 320 Bridges And Culverts Cap. Proj. Fund						
601 Road Department	621,655.91	2,013.16	107,758.10	30,227.91	483,669.90	78
320 Bridges And Culverts Cap. Proj. Fund	621,655.91	2,013.16	107,758.10	30,227.91	483,669.90	78

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 05/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 8 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 325 Capital Equipment & Vehicle Cpf						
080 Local Revenue	413,138.28	33,284.21	1,346,162.63	0.00	-933,024.35	-226
090 Other Financing Sources	125,000.00	0.00	19,941.00	0.00	105,059.00	84
325 Capital Equipment & Vehicle Cpf	538,138.28	33,284.21	1,366,103.63	0.00	-827,965.35	-154

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 05/31/2023

Ideal Remaining Percent: 8 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 325 Capital Equipment & Vehicle Cpf						
101 Sheriff	438,387.40	0.00	736,263.04	44,264.33	-342,139.97	-78
103 Coroner	39,703.00	0.00	39,377.00	326.00	0.00	0
202 Parks, Recreation, & Tour	47,618.00	0.00	47,618.00	0.00	0.00	0
206 Library	0.00	0.00	0.00	48,506.16	-48,506.16	0
301 Assessor	26,036.00	0.00	26,036.00	0.00	0.00	0
601 Road Department	52,165.32	0.00	0.00	152,095.79	-99,930.47	-192
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	604,926.23	0.00	-604,926.23	0
721 Vehicle Maintenance	88,400.00	0.00	88,400.00	0.00	0.00	0
325 Capital Equipment & Vehicle Cpf	2,061,861.72	0.00	1,572,897.27	300,614.28	188,350.17	9

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2022

Current Period End Date: 05/31/2023

Oconee County

FY 2022-2023

Ideal Remaining Percent: 8 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 330 Parks, Recreation & Tourism Cpf						
080 Local Revenue	1,881,154.86	21,146.73	823,095.17	0.00	1,058,059.69	56
330 Parks, Recreation & Tourism Cpf	1,881,154.86	21,146.73	823,095.17	0.00	1,058,059.69	56

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2022

FY 2022-2023

Current Period End Date: 05/31/2023

Ideal Remaining Percent: 8 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 330 Parks, Recreation & Tourism Cpf						
202 Parks, Recreation, & Tour	770,000.00	0.00	0.00	36,250.00	733,750.00	95
203 High Falls Park	0.00	3,775.35	84,901.15	221,708.52	-306,609.67	0
204 South Cove Park	3,617.50	0.00	0.00	7,417.50	-3,800.00	-105
214 Seneca Creek	1,107,537.36	240,545.41	2,240,828.75	806,531.13	-1,939,822.52	-175
330 Parks, Recreation & Tourism Cpf	1,881,154.86	244,320.76	2,325,729.90	1,071,907.15	-1,516,482.19	-81