

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2023-17**

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 SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT GALT, 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; CREATING A, OR MODIFYING AN EXISTING, 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 agreement (“MCIP Agreement”) for Development of a Joint County Industrial Park (Project Galt) by and between the County and Pickens County (“Park”), the substantially finally form of which is attached as Exhibit C, pursuant to which the Land, as described on the attached Exhibit A, and the Project (defined below) 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, a company identified for the time being as Project Galt, 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 of a book distribution facility in the County (“Project”), which the Company expects will result in the investment of approximately \$3,975,000 in taxable property and the creation of approximately 20 new, full-time equivalent jobs;

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Special Source Revenue Credit Agreement, attached as Exhibit B, by and between the County and the Company (“SSRC Agreement”), which provides for SSRCs against Non-Negotiated FILOT Payments payable by the Company under the agreement relating to the Park for a period of 2 years for the Project or each component thereof placed in service during an initial 5-year investment period, in amounts as follows: 45% for each of years 1 and 2 and Rollback SSRCs (as defined the SSRC Agreement).

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

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

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

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

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

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

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

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

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

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

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

revenue credits set forth in the recitals of this Ordinance. Sharing of expenses and revenues of the County and each Partner County shall be as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

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

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

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

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

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]
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Passed and approved: October 16, 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: September 19, 2023
Second Reading: October 3, 2023
Public Hearing: October 17, 2023
Third Reading: October 17, 2023

EXHIBIT A
DESCRIPTION OF PROJECT GALT PROPERTY

ALL that certain piece, parcel or tract of land with the buildings and improvements thereon situate, lying and being in Oconee County, South Carolina, on the southeastern side of US Hwys 123 and 76, on the northeastern side of Robin Drive, near the Town of Westminster, being known and designated as "44.084 ACRES," more or less, as shown plat entitled, "Survey for Dunlop Slazenger Corporation," prepared by Freeland-Clinkscales and Associates, Inc., dated April 5, 1996, recorded May 31, 1996 in the Office of the Register of Deeds for Oconee County in Plat Book A414 at Page 1.

LESS AND EXCEPTING: Tract A, 6.738 acres, and Tract B, 0.320 acres, more or less, as shown on a plat entitled, "Survey For: New Horizon Electric Cooperative, Inc., Oconee County, South Carolina," dated August 26, 2019, and recorded in the Office of the Register of Deeds for Oconee County in Plat Book B704 at Pages 2-3, transferred by Deed recorded in Deed Book 2535 at Page 287.

AND ALSO: Together with any reversionary interest of, in and to that certain 50' x 50' lot of land described in that certain deed from Dunlop Tire and Rubber Corporation to the Town of Westminster recorded in Deed Book 8-E, Page 218, records of Oconee County, South Carolina.

This being the same property conveyed to Miles 302 Palmer, LLC by deed of Reed Warehouse Three, LLC recorded in the Oconee County Register of Deeds Office at Book 2952, Page 322.

Being Tax Map number 250-00-04-001

EXHIBIT B
FORM OF
SPECIAL SOURCE REVENUE CREDIT AGREEMENT

EXHIBIT C
FORM OF MCIP AGREEMENT

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT (“Agreement”) is entered into as of October 17, 2023, by and between Books for Less, LLC, a New York limited liability company (“Operating Company”) and Miles 302 Palmer LLC, a South Carolina limited liability company (“Landlord” and together with Operating Company, “Company”), and Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (“County”).

WITNESSETH:

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

WHEREAS, the Company, is considering the construction or expansion, by purchase or development of certain Land (as defined below), buildings, furnishings, fixtures, machinery, apparatus, and equipment, of a facility in the County (“Project”). The Company anticipates that the Project will result in an investment of approximately \$3,975,000 in taxable property in the County during the Investment Period (as defined below);

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

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

WHEREAS, by Ordinance duly enacted by the County Council on October 17, 2023, following a public hearing conducted on October 17, 2023, in compliance with the terms of the Act, the County Council of the County has duly authorized the execution and delivery of this Agreement;

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

ARTICLE I DEFINITIONS

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

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

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

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

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

“*Co-Investor*” shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, providing funds for or otherwise making investment in real or personal property in connection with the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of this Agreement to property owned by any such Sponsor, Sponsor Affiliate, or other Co-Investor pursuant to this Agreement, comply with any additional notice requirements, or other applicable provisions, of the Act. The County and Company hereby acknowledge and agree that, as of the date hereof, each of Phoenix Seneca Developer LLC, Phoenix Development Group Partners LLC and Phoenix Senior Living LLC are designated as Co-Investors entitled to the benefits of this Agreement.

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

“*Company*” shall mean collectively Books for Less, LLC, a New York limited liability company and Miles 302 Palmer LLC, a South Carolina limited liability company, and as to each entity its successors and assigns as permitted herein.

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

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

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

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

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

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

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

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

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

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

“*Ordinance*” shall mean the Ordinance enacted by the County Council of the County on October 17, 2023, authorizing the execution and delivery of this Agreement.

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

“*Park Agreement*” shall mean the Agreement for Development of a Joint County Industrial and Business Park (Project Galt), dated on or about December 31, 2023, by and between the County and Pickens County, South Carolina, as from time to time amended.

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

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

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

(a) The Operating Company is a limited liability company in good standing under the laws of the State of New York, has the power to enter into this Agreement, and by proper Operating Company action has been duly authorized to execute and deliver this Agreement.

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

(c) The execution and delivery of this Agreement, the consummation of the transactions

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

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

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

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

Section 2.03 Representations by the Landlord. The Landlord makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Landlord is a limited liability company in good standing under the laws of the State of South Carolina, has the power to enter into this Agreement, and by proper Landlord action has been duly authorized to execute and deliver this Agreement.

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

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

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

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

(f) To the knowledge, after due inquiry, of the Landlord, there is no pending or threatened action,

suit, proceeding, inquiry, or investigation which would materially impair the Landlord's ability to perform its obligations under this Agreement.

Section 2.04 Covenants of the County.

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

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

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

Section 2.05 Covenants of the Company.

(a) The Company shall use its commercially reasonable efforts to invest not less than \$3,975,000 in taxable property in the Project during the Investment Period. The County acknowledges and agrees that investment by Co-Investors in the Project during the Investment Period shall be considered for the purposes of meeting such amount or any other investment requirement set forth in this Agreement.

(b) The Company will pay to the County from time to time amounts equal to the Administration Expenses of the County promptly upon written request therefor, but in no event later than 30 days after receiving written notice from the County specifying the general nature of such expenses and requesting payment of the same. Notwithstanding the foregoing, the Company's obligation to reimburse the County for attorneys' fees incurred in the initial negotiation, drafting, review and initial implementation of this Agreement and any ordinances, resolutions, or other documents related hereto shall not exceed \$5,000.00.

Section 2.06 Indemnification.

(a) Subject to the provisions of this Section 2.05, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this 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 Company in writing of any claim that could reasonably be expected to result in Losses, specifying in reasonable

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

(c) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for Losses (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; or (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.

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

The indemnity specified in this Section 2.05 shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

ARTICLE III SPECIAL SOURCE REVENUE CREDITS

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

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

(a) Subject to the remaining provisions of this Agreement, the County will provide the Company Special Source Revenue Credits against payments in lieu of taxes as provided in Section 4-1-175 of the Act in an amount equal to 45% of each annual Fee Payment to be made by the Company

during years 1-2 of this Agreement. The Special Source Revenue Credits shall be used by the Company to defray a portion of its costs of certain Infrastructure during the Investment Period. The Special Source Revenue Credits will be received by the Company during years 1-2 following the placement in service of the initial asset investment which shall coincide with the first Fee Payment due to the County by the Company. The County shall request the County Auditor to reflect each Special Source Revenue Credit on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Credit to be provided to the Company for such property tax year.

(b) The Company shall be responsible for making written annual certification as to compliance with the provisions of this Section 3.02 through the delivery of a certification in substantially the form attached hereto as Exhibit B.

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

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

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

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

Section 3.03 Repayment of Special Source Revenue Credits. If the Company (together with any Co-Investors) fails to invest during the Investment Period at least \$3,975,000 in real and/or personal property at the Project that would have been subject to regular *ad valorem* property taxes except for the existence of this Agreement, then the Company shall repay to the County a *pro rata* amount of any Special Source Revenue Credits received by the Company based on the percentage of the actual investment by the Company and any Co-Investors in such property related to the Project, as compared to the required investment amount of \$3,975,000. Any amount owing pursuant to this Section 3.03 shall be treated as if a delinquent *ad*

valorem tax payment due under Title 12 of the Code of Laws of South Carolina, 1976, as amended (including, for example, similar proceedings, costs, penalties, and interest) and shall be due no more than 30 days after the date on which *ad valorem* taxes would be due without penalty for the tax year having ended on the most recent December 31. The repayment specified in this Section 3.03 shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

ARTICLE IV
CONDITIONS TO DELIVERY OF AGREEMENT;
TITLE TO INFRASTRUCTURE

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

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

ARTICLE V
DEFAULTS AND REMEDIES

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

(a) Failure by the Company to make a Fee Payment, which failure has not been cured within 15 days after written notice from the County to the Company specifying such failure and requesting that it be remedied;

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

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

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

extend beyond 90-days from delivery of notice of a failure of performance;

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

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

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

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

(b) bring suit upon this Agreement;

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

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

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

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

ARTICLE VI MISCELLANEOUS

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

Section 6.02 Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended

or shall be construed to confer upon any Person other than the County and the Company, any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 6.03 Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Special Source Revenue Credits shall be construed and enforced as if the illegal or invalid provision had not been contained herein or therein. Further, if the Special Source Revenue Credits are held to be illegal or invalid, to the extent permitted by law and at the sole expense of the Company, the County agrees to make a commercially reasonable effort to issue a special source revenue bond in place of the Special Source Revenue Credits provided for herein, such special source revenue bond upon such terms and conditions which are acceptable to both the Company and the County to provide for the same economic benefit to the Company and the same revenue stream to the County, which would otherwise be enjoyed by the Company or County, as applicable, for the duration of the Special Source Revenue Credits provided, further, the Company shall be the purchaser of any such special source revenue bond.

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

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

As to the County:

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

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

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

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

Michael E. Kozlarek, Esq.
King Kozlarek Law LLC
Post Office Box 565
Greenville, SC 29602-0565

as to the Company:

Books for Less, LLC
Attention: Property Tax Manager

100 Dunlop Drive
Westminster, SC 29693

Miles 302 Palmer LLC
Attention: Property Tax Manager
100 Dunlop Drive
Westminster, SC 29693

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

Haynsworth Sinkler Boyd, P.A.
Attention: William R. Johnson
1201 Main Street, #2200
Columbia, SC 29201

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

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

Section 6.07 Execution. This Agreement may be executed in original, by electronic, or other similar means, in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

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

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

Section 6.10 Termination; Defaulted Payments. This Agreement shall terminate on the date upon which all Special Source Revenue Credits due to the Company hereunder have been so credited; provided, however, in the event the County or the Company is required to make any payments under this Agreement, the item or installment so unpaid shall continue as a continuing obligation of the County or the Company, respectively, until the amount shall have been fully (including any related costs, penalties, and interest) paid.

[THREE SIGNATURE PAGES AND ONE EXHIBIT FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

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

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

BOOKS FOR LESS, LLC

By: _____

Name: _____

Its: _____

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

MILES 302 PALMER LLC

By: _____

Name: _____

Its: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

ALL that certain piece, parcel or tract of land with the buildings and improvements thereon situate, lying and being in Oconee County, South Carolina, on the southeastern side of US Hwys 123 and 76, on the northeastern side of Robin Drive, near the Town of Westminster, being known and designated as "44.084 ACRES," more or less, as shown plat entitled, "Survey for Dunlop Slazenger Corporation," prepared by Freeland-Clinkscales and Associates, Inc., dated April 5, 1996, recorded May 31, 1996 in the Office of the Register of Deeds for Oconee County in Plat Book A414 at Page 1.

LESS AND EXCEPTING: Tract A, 6.738 acres, and Tract B, 0.320 acres, more or less, as shown on a plat entitled, "Survey For: New Horizon Electric Cooperative, Inc., Oconee County, South Carolina," dated August 26, 2019, and recorded in the Office of the Register of Deeds for Oconee County in Plat Book B704 at Pages 2-3, transferred by Deed recorded in Deed Book 2535 at Page 287.

AND ALSO: Together with any reversionary interest of, in and to that certain 50' x 50' lot of land described in that certain deed from Dunlop Tire and Rubber Corporation to the Town of Westminster recorded in Deed Book 8-E, Page 218, records of Oconee County, South Carolina.

This being the same property conveyed to Miles 302 Palmer, LLC by deed of Reed Warehouse Three, LLC recorded in the Oconee County Register of Deeds Office at Book 2952, Page 322.

Being Tax Map number 250-00-04-001

EXHIBIT B
FORM OF ANNUAL CREDIT CERTIFICATION

I _____, the _____ of [], [] (“Company”), certify in connection with Section 3.02 of the Special Source Revenue Credit Agreement, dated as of October 17, 2023, between Oconee County, South Carolina, and the Company (“Agreement”), as follows:

(1) The annual taxable investment made by the Company in the Project during the calendar year ending December 31, 20____ was \$_____.

(2) The cumulative taxable investment made by the Company in the Project from the period beginning _____, 202[] (that is, the beginning date of the Investment Period) and ending December 31, 20____, is \$_____.

(3) The amount due and owing for the _____ tax year, as reflected on the County’s Consolidated Tax Invoice, dated _____, _____, 20____, is \$_____ (“Invoiced Amount”).

(4) The credit calculation for the _____ tax year is \$_____ (which is 45% of the Invoiced Amount).

(5) The aggregate credit (including credit for the _____ tax year) for all tax years for which a credit has been/is being claimed is \$_____.

Each capitalized term used, but not defined in this Certification, has the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand: _____, _____, 20____.

Name: _____

Its: _____

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

THIS AGREEMENT for the development of a joint county industrial and business park to be located initially only within Oconee County is made and entered into as of December 31, 2023, by and between Oconee County, South Carolina (“Oconee County”) and Pickens County, South Carolina (“Pickens County”).

RECITALS

WHEREAS, Oconee County and Pickens County are contiguous counties which, pursuant to Ordinance No. 2023-17, enacted by Oconee County Council on October 16, 2023, and Ordinance No. [], enacted by Pickens County Council on [] [], 2023, have each determined that, to promote economic development and thus encourage investment and provide additional employment opportunities within both counties, there should be developed, initially, in Oconee County only, a joint county industrial and business park (“Park”), to be located upon property more particularly described in Exhibit A; and

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

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

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

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

3. Location of the Park.

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

County and Pickens County. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Revenue Allocation within Each County.

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

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

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

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

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

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

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

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

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

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

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

16. Term; Termination. This Agreement shall extend for a term of 3 years from the effective date of this Agreement, or such later date as shall be specified in any amendment. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Oconee County or Pickens County has outstanding contractual covenants, commitments, or agreements to any owner or lessee of Park property, including, but not limited to, [Project Galt], a [], to provide, or to facilitate the provision of, special source revenue credits, including, but not limited to, those set forth in that certain Special Source Revenue Credit Agreement, by and between Oconee County, South Carolina and [Project Galt], a [], dated as of October 16, 2023, as may be amended, modified, or supplemented from time to time, or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the Host County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

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

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

OCONEE COUNTY, SOUTH CAROLINA

Chairman, County Council
Oconee County, South Carolina

(SEAL)
ATTEST:

Clerk to County Council
Oconee County, South Carolina

PICKENS COUNTY, SOUTH CAROLINA

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

[SEAL]
Attest:

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

EXHIBIT A
OCONEE COUNTY PROPERTY

ALL that certain piece, parcel or tract of land with the buildings and improvements thereon situate, lying and being in Oconee County, South Carolina, on the southeastern side of US Hwys 123 and 76, on the northeastern side of Robin Drive, near the Town of Westminster, being known and designated as "44.084 ACRES," more or less, as shown plat entitled, "Survey for Dunlop Slazenger Corporation," prepared by Freeland-Clinkscales and Associates, Inc., dated April 5, 1996, recorded May 31, 1996 in the Office of the Register of Deeds for Oconee County in Plat Book A414 at Page 1.

LESS AND EXCEPTING: Tract A, 6.738 acres, and Tract B, 0.320 acres, more or less, as shown on a plat entitled, "Survey For: New Horizon Electric Cooperative, Inc., Oconee County, South Carolina," dated August 26, 2019, and recorded in the Office of the Register of Deeds for Oconee County in Plat Book B704 at Pages 2-3, transferred by Deed recorded in Deed Book 2535 at Page 287.

AND ALSO: Together with any reversionary interest of, in and to that certain 50' x 50' lot of land described in that certain deed from Dunlop Tire and Rubber Corporation to the Town of Westminster recorded in Deed Book 8-E, Page 218, records of Oconee County, South Carolina.

This being the same property conveyed to Miles 302 Palmer, LLC by deed of Reed Warehouse Three, LLC recorded in the Oconee County Register of Deeds Office at Book 2952, Page 322.

Being Tax Map number 250-00-04-001

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT B
PICKENS COUNTY PROPERTY

NONE

[REMAINDER OF PAGE INTENTIONALLY BLANK]

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: September 19, 2023
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Council consideration to approve a Special Source Revenue Credit (SSRC) agreement between Project Galt and Oconee County for a reduction in real and personal property taxes for the first two years of the project and any rollback taxes that may be due for the project's operation to be located at the former Dunlop Building in Westminster.

BACKGROUND DESCRIPTION:

Project Galt recently purchased for \$3 million the former Dunlop Building in Westminster for a book distribution operation. The 190,000 square foot building is located on 37 acres directly on US 123. Project Galt expects to invest \$975,000 in building upgrades and equipment. The operation expects to employ 20 full time associates. The company has discussed expanding the building in the near future.

The Oconee Economic Alliance (OEA) has been working with Project Galt and their representatives since April when the project was considering the purchase the building for their operation. OEA discussed with the project a short term SSRC to help offset some of the initial costs of the operation and a second SSRC that would offset any rollback taxes due as a result of the building moving from an agriculture use designation to commercial use.

OEA has proposed the following incentives for Project Galt:

1. A SSRC of 45% for 2-years against the ad valorem taxes due on the project.
2. An additional SSRC that would reimburse the project for any rollback taxes that would be due on the property for the initial project and any future expansions.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

1. The Dunlop Building has seen limited use since it was vacated by Dunlop in 2013.
2. The building is in poor condition and not very conducive to most manufacturing operations.
3. Bringing a productive user with investment and jobs to the building will be an economic benefit for a census tract that is economically distressed.

FINANCIAL IMPACT [Brief Statement]:

- The Dunlop Building has a current value of \$1,473,690. Based on a 6% assessment and millage rate of 217.9 the estimated tax on the building is \$19,267.
- Project Galt's \$3,975,000 investment is estimated to generate \$49,247 in property tax the first year and \$54,323 in property tax the second year.
- With a 45% SSRC, the estimated property taxes would be \$27,086 in the first year and \$29,877 in the second year, which is 41% and 55% higher than the estimated current tax on the building (when assessed at a commercial rate).
- In Year 3, the estimated property tax on the property is \$54,160, which is 181% higher than the estimated current taxes on the building (when assessed at a commercial rate).

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

Approved by: _____ **Finance**

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ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council approve the SSRC agreement with Project Galt.

Submitted or Prepared By:

Approved for Submittal to Council:

Jamie Gilbert, Economic Development Director

Amanda F. Brock, County Administrator

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**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2023-18**

**AN ORDINANCE AMENDING CHAPTER 32 OF THE
OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN
LIMITED REGARDS AND PARTICULARS ONLY,
REGARDING AMENDMENTS (DELETIONS) TO THE SIGN
CONTROL ORDINANCE OF OCONEE COUNTY; AND
OTHER MATTERS RELATED THERETO.**

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

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

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

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, Chapter 32 of the Code of Ordinances by removing language therein which prohibited certain signage; and

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

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

1. Article VIII of Chapter 32 of the Code of Ordinances is hereby revised by deleting the following language:

Sec. 32-521

(6) *Illumination*. [retain as a section]

a. Signs shall be top-lighted, with the light source facing downward, or internally illuminated.

b. No sign shall be erected, or any existing sign operated, where illumination is of such intensity or brilliance as to cause glare or impair the vision of any driver of any motor vehicle or which otherwise interferes with any driver's operation of a motor vehicle.

c. [retain]

d. [retain]

e. No sign's light source shall be located so that it may be seen from residential property.

(7) *Automatic changeable message devices.* Not permitted.

(8) *Moving/rotating signage.* Not permitted.#

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

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

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

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

ORDAINED in meeting, duly assembled, this _____ day of _____, 2023.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: _____
Second Reading: _____
Third Reading: _____
Public Hearing: _____

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: _____
COUNCIL MEETING TIME: _____

ITEM TITLE [Brief Statement]:

Anderson/Oconee Regional Forensics Laboratory

BACKGROUND DESCRIPTION:

This partnership between the Anderson County Sheriff's Office and the Oconee County Sheriff's Office has been in place since 2001. The laboratory is based in Anderson, South Carolina and provides for forensic drug analysis; clandestine drug laboratory investigation and analysis; expert forensic testimony; consultation and assistance from a sworn DEA Task Officer as necessary; and training for agencies in the areas of clandestine lab safety and investigation.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

The OCSO is requesting approval and authorization to pay this expense in future years regardless of reasonable increases due to rising supply costs, etc. and it does not exceed the budgeted amount.

FINANCIAL IMPACT [Brief Statement]:

This partnership provides quality and timely analysis of submitted drug cases for all agencies in the Tenth Judicial Circuit which includes Anderson County and Oconee County. This eliminates the need for sworn personnel to drive to Columbia to submit evidence thereby reducing fuel and personnel costs. Also, we do not have to rely on a SLED forensics expert to drive from Columbia to testify in court. This results in cases being closed in a more timely manner. Anderson County Sheriff's Office is responsible for the salaries of all laboratory personnel. The operational budget (all supplies, equipment costs/repairs, etc.) are split equally between Anderson County Sheriff's Office and Oconee County Sheriff's Office.

Approved by:

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / **No**

If yes, who is matching and how much:

Approved by:

ATTACHMENTS

Current invoice and breakdown of costs for FY 23-24.

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

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

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council:

1. Approve the request to renew services provided by Anderson / Oconee Regional Forensics Laboratory in the amount of \$59,000.00.
2. Approve this expense in future years as long as it does not exceed the approved budget amount.

Submitted or Prepared By:

Mike Crenshaw

Department Head/Elected Official

Approved for Submittal to Council:

Amanda Brock, County Administrator

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ANDERSON COUNTY SHERIFF'S OFFICE
Forensic Laboratory Services

CHAD McBRIDE
Sheriff



KAREN S. BOWEN
Director

August 25, 2023

To: Chief Deputy Kevin L. Davis / Oconee County Sheriff's Office
From: Karen S. Bowen / Forensic Laboratory Director 
RE: **Laboratory Services Invoice for FY 2023-2024**

Included with this memo is an invoice for services from the Anderson/Oconee Regional Forensics Laboratory for fiscal year 2023 – 2024. You may notice the increased costs over last year, which are directly related to rising prices for supplies, equipment, and contracts that have occurred across the many businesses and services that we require to operate. Additionally, there is a continued investment in funding for the professional development and continued training of employees. Laboratory analysts must continually attain minimum training hours to maintain professional certifications and perform the services we offer.

Included is the breakdown of operational budget cost sharing between Anderson and Oconee Counties. We value the continued partnership our agencies have built and look forward to providing you excellent service throughout the coming years. Please reach out with any questions or concerns and especially if there is anything we can do to provide improved service.

Anderson/Oconee Regional Forensics Laboratory
 1019 David Lee Coffee Place
 Anderson, SC 29625
 864-332-5731 (phone)

Invoice No. **FY23-24-001**

INVOICE

Customer

Name Oconee County Sheriff's Office
 Address 415 South Pine Street
 City Walhalla State SC ZIP 29691
 Phone 864-638-4117

Misc

Date 8/25/2023
 Order No. FY 2023 - 2024
 Rep _____
 FOB _____

Qty	Description	Unit Price	TOTAL
1	Annual Operational Budget Expenses for the Anderson/Oconee Regional Forensics Laboratory Fiscal Year 2023-2024	\$ 59,000.00	\$ 59,000.00

SubTotal \$ 59,000.00

Shipping _____

Tax Rate(s) _____

TOTAL \$ 59,000.00

Payment Check

Comments _____
 Name _____
 CC # _____
 Expires _____

Office Use Only

*For questions or concerns contact the Laboratory Director at 864-332-5731.
 Checks may be made payable to the Anderson/Oconee Regional Forensics Laboratory*

Anderson/Oconee Regional Forensics Laboratory

July 1st, 2023 - June 30th 2024

50%

50%

Budget Category	Total Requested Budget Amount	Anderson	Oconee
Supplies--Chemicals	\$13,000.00	\$6,500.00	\$6,500.00
Computer, Office, and Laboratory Supplies	\$19,000.00	\$9,500.00	\$9,500.00
Equipment Repairs	\$5,000.00	\$2,500.00	\$2,500.00
Maintenance Contracts	\$60,000.00	\$30,000.00	\$30,000.00
Photocopying	\$0.00	\$0.00	\$0.00
Training Registration	\$10,000.00	\$5,000.00	\$5,000.00
Lodging	\$7,500.00	\$3,750.00	\$3,750.00
Meals	\$3,500.00	\$1,750.00	\$1,750.00
Total Operational Budget	\$118,000.00	\$59,000.00	\$59,000.00

Comparison of FY 22-23 and FY 23-24

Budget Category	Fiscal Year 2022-2023 Approved Budget Division		Fiscal Year 2023-2024 Requested Budget Division	
	Total Budget Amount FY 22-23	Anderson FY 22-23	Total Budget Amount FY 23-24	Oconee FY 23-24
Supplies--Chemicals	\$13,000.00	\$6,500.00	\$13,000.00	\$6,500.00
Computer, Office, and Laboratory Supplies	\$19,000.00	\$9,500.00	\$19,000.00	\$9,500.00
Equipment Repairs	\$5,000.00	\$2,500.00	\$5,000.00	\$2,500.00
Maintenance Contracts	\$45,000.00	\$22,500.00	\$60,000.00	\$30,000.00
Photocopying	\$250.00	\$125.00	\$0.00	\$0.00
Training Registration	\$10,000.00	\$5,000.00	\$10,000.00	\$5,000.00
Lodging	\$7,500.00	\$3,750.00	\$7,500.00	\$3,750.00
Meals	\$2,000.00	\$1,000.00	\$3,500.00	\$1,750.00
Total Operational Budget	\$97,750.00	\$48,875.00	\$118,000.00	\$59,000.00

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 3, 2023

ITEM TITLE:

Title: 2023 Chevrolet Silverado

Department: Sheriff's Office

Amount: \$51,998.00

FINANCIAL IMPACT:

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

Budget: **\$51,998.00** Project Cost: **\$51,998.00** Balance: **\$0.00** Finance Approval: _____

(Funding from Capital Equipment / (325) Vehicle Fund)

BACKGROUND DESCRIPTION:

The Fiscal year 2023-2024 Capital Replacement plan includes one (1) Chevrolet Silverado for the Sheriff's Office / Investigations.

The new vehicle will replace a 2007 F-150 with 158,700 miles. The 2007 F-150 being replaced will be sold as surplus or replace older vehicles used in other County departments. The Fleet Maintenance Director also approves this purchase.

Love Chevrolet of Columbia, SC was awarded SC State Contract # 440031134 for Chevrolet vehicles, contract expires 9-12-2024.

SPECIAL CONSIDERATION(S):

Love Chevrolet of Columbia, SC is a SC State Contract holder for Chevrolet vehicles.

ATTACHMENT(S):

1. Love Chevrolet quote
2. SC State Contract information

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of one (1) Chevrolet Silverado from Love Chevrolet of Columbia, SC, in the amount of \$51,998.00.

Submitted or Prepared By: _____ Approved for Submittal to Council: _____
Tronda C Popham, Procurement Director Amanda F. Brock, County Administrator

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LOVE CHEVROLET COMPANY

100 PARKRIDGE DR

Columbia, South Carolina 29212

DON LOCKHART LOVE CHEVROLET FLEET 803-513-5905

DLOCKHART@LOVEAUTO.COM

STATE CONTRACT REF#4400031134

2023 CHEVROLET SILVERADO CREW CAB POLICE PURSUIT 4X4

PRICING WITH BID ASSISTANCE FOR STATE OF S.C.

\$51998.00 PER UNIT

INCLUDES:

9C1 POLICE PURSUIT PACKAGE 4X4 SILVERADO

Z71 PACKAGE WITH 2" LIFT- Z7X

10 SPEED AUTOMATIC TRANSMISSION-M12

5.3L V8 GAS ENGINE

WHITE

EBONY CLOTH INTERIOR

SINGLE ZONED A/C

TILT WHEEL AND CRUISE CONTROL

FRONT 20/40/20 SPLIT BENCH WITH CENTER ARMREST AND
CONSOLE-EBONY CLOTH

10 WAY POWER FOR DRIVER

SECOND ROW CLOTH SEATS

VINYL FLOOR COVERING

3:42 REAR AXLE RATIO

7" AM/FM STEREO COLOR TOUCH SCREEN /BLUETOOTH
CAPABLE-USB PORTS

4 WHEEL DRIVE TWO SPEED TRANSFER CASE ROTARY DIAL

LOCKING DIFFERENTIAL

730 CCA HD BATTERY

220 AMP ALTERNATOR

AUXILLARY TRANSMISSION COOLER

4 WHEEL HD DISC AND ABS BRAKES

POWER WINDOWS,LOCKS AND MIRRORS

PUSH BUTTON START

AUTOMATIC EMERGENCY BRAKING

FRONT PEDESTRIAN BRAKING

HD REAR CAMERA

LANE KEEP ASSIST

LANE DEPARTURE WARNING

FORWARD COLLISION ALERT

BUMPER- BLACK FRONT AND REAR

FACTORY SPRAYIN CARGO LINER

CALIBRATION FOR TAIL LAMP FLASHER

WIRING FOR GRILLE SIREN AND SPEAKER

WIRING FOR HORN AND SIREN CIRCUIT

REAR WINDOW DEFOGGER

DEEP TINTED GLASS

6 KEYLESS REMOTES

HD AIR FILTER

SKID PLATES

20"X 9 BLACK STEEL WHEELS REQ. FOR 9C1 PURSUIT

275/60R20SL ALLTERRAIN BW TIRES

LED LIGHTING CARGO BED

PUSH BUTTON ENTRY

INTELLIBEAM HEADLAMPS

TRAILER HITCH AND WIRING

DRIVER ALERT PACKAGE

SKID PLATE PACKAGE

GVWR 7100 LBS

BLACK ASSIST STEPS

PRICE INCLUDES SC IMF FEE AND DMV TEMP TAGS



PROCUREMENT SERVICES

Contract 4400031134

[Back to Initial Screen](#)

Validity Start 03/10/2023

Validity End 09/12/2024

Target Value \$ 5,000,006.00

Bid Invitation [5400024254](#)

Contract Notes

Vendor 7000044959

Vendor Address LOVE CHEVROLET COMPANY
C/O ALLY
100 PARKRIDGE DR
COLUMBIA SC 29202

District

E-mail

Telephone (803) 794-9004

Fax Number

Minority Status Not Applicable

Vendor Contacts

2 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
LOVE, DELLENEY	SALES MANAGER	(803) 794-9004	governmentsales@loveauto.com
ROBERTS, SHAWN	Primary Contact	(803) 794-9004	governmentsales@loveauto.com

Attachments

One Attachment found.

Attachment Title	Date/Time Posted
Intent to Award.pdf	03/01/2023 12:46:31 PM

Contract Items

One Item found.

Item Pricing
00002 Chevrolet Vehicles Material Group: 07105 - automobiles, police and security equipped Agency: Statewide

[Back to Initial Screen](#)

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 3, 2023

ITEM TITLE:

Procurement #: RFP 23-01 **Title: Classification, Compensation and Time Use Study** **Department(s): Administration** **Amount: \$59,500.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2023-2024 budget process. Finance Approval: _____
Budget: **\$59,500.00** Project Cost: **\$59,500.00** **Balance: \$0.00**
(Funding for this project will come from open position salaries)

BACKGROUND DESCRIPTION:

At the June 6, 2023 Council meeting, County Council directed Staff to issue an RFP for a Classification, Compensation and Time Use Study for a firm to provide a detailed analysis and investigation to gather information about various aspects of compensation and time allocations. The study is to provide a comprehensive understanding of how individuals are compensated for their work and how they allocate their time across different activities. The study should include a collection of various factors including salaries, wages, benefits and time spent on tasks or activities to understand the employee's job scope.

RFP 23-01 Classification Compensations and Time Use Study was issued on July 19, 2023, sent to four (4) firms and downloaded by twenty-four (24) firms. Five (5) proposals were received on August 29, 2023.

An Evaluation Committee consisting of County Staff reviewed / scored all responses and recommended interviewing the two (2) firms with the highest scores in Round 1. The Committee conducted interviews on September 19, 2023 and unanimously recommended Evergreen Solutions, LLC of Tallahassee, FL for the award.

ATTACHMENT(S):

1. Summary Score Sheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve:

1. The Award of RFP 23-01 Classification, Compensation and Time Use Study to Evergreen Solutions, LLC of Tallahassee, FL, in the amount of \$59,500.00.
2. Authorize the County Administrator to execute the contract documents for this project.

Submitted or Prepared By: _____ **Approved for Submittal to Council:** _____
Tronda C. Popham, Procurement Director **Amanda F. Brock, County Administrator**

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SUMMARY SHEET

RFP 23-01 - Classification, Compensation and Time Use Study									
ROUND 1 - Proposals Submitted/Interview Selection						ROUND 2 - Interviews/Selection			
	Evergreen Solutions, LLC	Gallagher Benefit Services, Inc.	Management Advisory Group International	Octagon Consulting, LLC.	The Archer Company			Evergreen Solutions, LLC	The Archer Company
TOTAL	408.75	278	349.5	347.75	384.5				
RANKING	1	5	3	4	2		RANKING	1	2

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



Find the home that's right for **YOU!**

THE JOURNAL

U-STOR-IT

Mini Warehouse

Inside • Outside • No Cameras
Fenced • Not Gated • Lighted

Old Clemson Hwy.

654-1000

HELP WANTED

ACCOUNTING MANAGER

Needed to Manage Accounting, Business Services & Administrative Duties

THE MASTER WOOD SHOP

CUSTOM MADE FURNITURE, CABINETS & REPAIR WORK

50 YRS. EXPERIENCE

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Gas Lines & Logs Installation

Wood Stoves & Gas Appliances Inst

VETERAN'S DISCOUNT

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864-888-732

Elwood8323@AOL

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

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

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

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

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

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

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)

2024 Fiscal Year
2023 Tax Year
Oconee County Millage
Presentation

Christy W. Hubbard
Oconee County Auditor

2023/2024 Assessed Values

- County Operations – 640,127,863
- School Operational – 460,698,373
- School Bond – 685,698,373

- Numbers above include assessments for: Real Property, Aircraft, Watercraft, BPP, MFG, Utilities, RR, Vehicles, MFG Abatement and LR Abatement.

2023 Value of a Mill

- County Operations/Bonds/TCTC – \$640,128
- School Operational – \$460,698
- School Bonds – \$685,698

Mill values vary because of various abatements/reductions from each entity

County Council approved budget dollars to be funded from property taxes

Oconee County – \$49,759,000 – approved
Dollar amount to set operational millage - \$34,123,000*

SDOC- \$74,625,639 – approved
Dollar amount to set millage - \$56,607,157*

* Dollar Amount to set millage: Dollar amount approved less, FILOT, state reimbursements, tier dollars and designated county mills per budget process

County Debt Service Payments

- County - \$1,759,116
- SDOC - \$26,485,825
- The amounts listed above are for payments due from October 2023 – October 2024.
- Payments due through September 30, 2023 were accounted for in bond millage for the 2022 tax year.

Special District Debt Service Payment

- Keowee Fire - \$102,204

Please note that this bond payment will be paid out of their designated millage collections.

Millage Recommended to fund Approved Budgets

- County Operations/TCTC – 73.3 mills (decrease of 1.0 mills)
- School Operations – 108.6 mills (decrease of 3.0 mills)
- County Bonds - 3.0 mills (increase of 1.0 mills)
- School Bonds – 30.0 mills (no change)

- Total millage for 2023/2024 Fiscal year – 214.9

- **Overall recommended millage is a decrease of 3.0 mills**

Millage Breakdown

Oconee County, South Carolina
2023-2024 Approved Millage Rates

County	Incorporated Mills	Unincorporated Mills
County Operations	46.8	46.8
Emergency Operations	N/A	2.9
Economic Development	2.1	2.1
Bridges/Culverts	1.0	1.0
Road Maintenance	3.1	3.1
Capital Veh & Equip Fund	2.3	2.3
Parks, Rec & Tourism	1.0	1.0
Community Health/Hum Svc	7.1	7.1
Ems/Fire Cap Veh/Equip Fund	2.0	2.0
Capital Request	2.0	2.0
Tri County Operations	3.0	3.0
County Bonds	<u>3.0</u>	<u>3.0</u>
Total County	<u>73.4</u>	<u>76.3</u>
School		
School Operations	108.6	108.6
School Bonds	<u>30.0</u>	<u>30.0</u>
Total School	<u>138.6</u>	<u>138.6</u>
Grand Total County Mills	212.0	214.9

2023 TY City/Special District Millage

○ Salem	37.0
○ Seneca	62.7
○ Walhalla	84.0
○ Westminster	95.8 (decrease of 3.5 mills)
○ West Union	54.3 (increase of 2.5 mills)
○ Keowee Fire	17.5 (15.5 operations 2.0 bond)



Questions?

Oconee County, South Carolina
 2023-2024 Approved Millage Rates

County	Incorporated Mills	Unincorporated Mills
County Operations	46.8	46.8
Emergency Operations	N/A	2.9
Economic Development	2.1	2.1
Bridges/Culverts	1.0	1.0
Road Maintenance	3.1	3.1
Capital Veh & Equip Fund	2.3	2.3
Parks, Rec & Tourism	1.0	1.0
Community Health/Hum Svc	7.1	7.1
Ems/Fire Cap Veh/Equip Fund	2.0	2.0
Capital Request	2.0	2.0
Tri County Operations	3.0	3.0
County Bonds	<u>3.0</u>	<u>3.0</u>
Total County	<u><u>73.4</u></u>	<u><u>76.3</u></u>
School		
School Operations	108.6	108.6
School Bonds	<u>30.0</u>	<u>30.0</u>
Total School	<u><u>138.6</u></u>	<u><u>138.6</u></u>
Grand Total County Mills	212.0	214.9

Proposed by:



Christy W. Hubbard
 Oconee County Auditor
 10/3/2023

Approved by County Council:



Matthew Durham
 Oconee County Council Chair
 10/3/2023



Public Comment
SIGN IN SHEET
6:00 PM

October 03, 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	Stephen Spearman	Affidavits of interest filing process
2	Jim Mann	Town Hall
3	Hannah Lowe	Stewardship
4	JOHN MORREY	Ordances
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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.