

**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. [retain]

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: October 03, 2023
Second Reading: October 17, 2023
Third Reading: November 21, 2023
Public Hearing: November 21, 2023

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2023-20**

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY AND SENECA COTTON MILL LANDLORD, LLC, IN CONNECTION WITH THE ESTABLISHMENT OF CERTAIN FACILITIES LOCATED IN OCONEE COUNTY; (2) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO SENECA COTTON MILL LANDLORD, LLC, AND THE PROJECT SITE; AND (3) OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina (“County”), acting by and through its County Council (“Council”) is authorized by the Code of Laws of South Carolina 1976, as amended (“Code”) and, particularly, Title 4, Chapter 1 of the Code, including Sections 4-1-170 and 4-1-175 hereof, and Section 4-29-68 of the Code (collectively, “Park Act”), and Article VIII, Section 13(D) of the South Carolina Constitution (i) to provide certain reimbursements (each, “Reimbursement”) to investors for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or a project or for improved and unimproved real estate and personal property, including, but not limited to, machinery and equipment, used in the operation of any manufacturing facility or commercial enterprise, all to enhance the economic development of the County; and (ii) to create, in conjunction with one or more other counties, a joint county industrial or business park (“Park”) to facilitate the reimbursement to such 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 Seneca Mills) 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, Seneca Cotton Mill Landlord, LLC, a South Carolina limited liability company (“Company”), is considering the establishment of certain rental residential and commercial facilities in the County at one or more sites in the County, through the acquisition, construction, and/or improvement of certain real and/or personal property (collectively, “Project”), including, but not limited to, land more fully described on Exhibit A, which is attached to, and incorporated in, this Resolution (“Project Site”);

WHEREAS, the Company anticipates that, should plans proceed as expected, investment in the Project will equal or exceed \$100,000,000, which will generate approximately \$50,000,000 in taxable fair market value, and create various employment opportunities;

WHEREAS, in accordance with and to the extent provided by Article VIII, Section 13(D) of the South Carolina Constitution and the Park Act, real and personal property having a *situs* in a Park is exempt from all *ad valorem* taxation, but, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the county in which such property is located in the total amount equivalent to the *ad valorem* property taxes or other fee in lieu of tax payments that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park and such exemption (each, “Fee Payment”);

WHEREAS, pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the Park Act, the County and Pickens County, South Carolina, have jointly developed a Park (“Oconee-Pickens Park”) by entering into a multi-county park arrangement, dated as of December 31, 2023, a copy of which is attached to, and incorporated in, this Ordinance as Exhibit B (as amended, modified, or supplemented through the date hereof, and as may be amended, modified, or supplemented from time to time, “Park Agreement”);

WHEREAS, the County has determined to provide, subject to the consent of the City of Seneca, South Carolina (“City”), as provided in South Carolina Code Annotated section 4-1-170(C), for inclusion of the Project in the boundaries of the Oconee-Pickens Park, if such property is not already so included, and the County has determined to maintain such real and personal property within the boundaries of the Oconee-Pickens Park, or a replacement or successor Park, for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company the Public Infrastructure Reimbursement as set forth in greater detail herein;

WHEREAS, the County, as further inducement for location of the Project in the County, and in accordance with the Park Act, as set forth herein, has determined that the County shall provide for Public Infrastructure Reimbursement from each Fee Payment actually received and maintained by the County regarding the Project, all as set forth in greater detail herein and in the Public Infrastructure Reimbursement Agreement by and between the County and the Company with respect to the Project (“PIRA”), the substantially final form of which is presented to this meeting, and attached to, and incorporated in, this Ordinance as Exhibit C, and which is anticipated to be dated as of December 31, 2023, or such other date as the parties may agree, and in which the County and the Company have agreed to the specific terms and conditions of such arrangements;

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

WHEREAS, it appears that the City’s consent now before this meeting, a copy of the form of which is attached to, and incorporated in, this Ordinance as Exhibit D, is in appropriate form and, once adopted, is an appropriate instrument to be acknowledged and accepted by the County for the purposes intended; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the PIRA.

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

Section 1. *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, and for a duration, which facilitate the public infrastructure reimbursement 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 2. *Authorization of an Approval of Form of PIRA and MCIP Agreement.* To promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate residential rental and commercial facilities in the State, the PIRA and the MCIP Agreement are each authorized and approved. The form of the PIRA and the MCIP Agreement presented at this meeting, respectively, as attached as Exhibit B and Exhibit C are each approved, and all of the terms of each are incorporated in this Ordinance by reference as if the PIRA and the MCIP Agreement were set out in this Ordinance in their entirety. The Chairman of the County Council, and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge,

and deliver the PIRA and the MCIP Agreement in the name of and on behalf of the County, and to cause the executed PIRA to be delivered to the Company and the executed MCIP Agreement to be delivered to the Pickens County. The PIRA and the MCIP Agreement are in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, on the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the PIRA and the MCIP Agreement now before this meeting.

Section 3. *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 PIRA and the MCIP Agreement and the performance of all obligations of the County under and pursuant to this Ordinance and the PIRA and the MCIP Agreement.

Section 4. *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 5. *Effective Date.* This Ordinance is effective at its approval following a public hearing and third reading.

[SIGNATURE PAGE AND FOUR EXHIBITS FOLLOW]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

Passed and approved: December 5, 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: October 17, 2023
Second Reading: November 21, 2023
Public Hearing: November 21, 2023
Third Reading: December 5, 2023

EXHIBIT A
PROPERTY DESCRIPTION

□
□

EXHIBIT B
SUBSTANTIALLY FINAL FORM OF
PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT
[SEE ___ PAGES, ATTACHED]

EXHIBIT C
SUBSTANTIALLY FINAL FORM OF
MULTI-COUNTY PARK AGREEMENT
[SEE ___ PAGES, ATTACHED]

EXHIBIT D
SUBSTANTIALLY FINAL FORM OF
CITY OF SENECA CONSENT RESOLUTION
[SEE ___ PAGES, ATTACHED]

EXHIBIT B

to

ORDINANCE

2023-20

PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

SENECA COTTON MILL LANDLORD, LLC

Dated as of December 31, 2023

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[TO BE UPDATED]

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PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

THIS PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT (“Reimbursement Agreement”) is made and entered into as of December 31, 2023, by and between OCONEE COUNTY, SOUTH CAROLINA (“County”), a body politic and corporate and a political subdivision of the State of South Carolina (“State”), acting by and through the Oconee County Council (“County Council”) as the governing body of the County, and SENECA COTTON MILL LANDLORD, LLC, a South Carolina limited liability company (“Company”).

WITNESSETH:

Recitals.

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

Pursuant to Ordinance No. 2023-20, enacted by County Council on [] [], 2023 (“Ordinance”), the County Council authorized the placement of certain property owned by or leased to the Company into the Park created by that certain Agreement for the Development of a Joint County Industrial and Business Park with Pickens County, dated [] [], 2023 (“Park Agreement”), a copy of which is attached hereto as Exhibit A, the term of which extends until December 31, 20[[]]. Pursuant to Ordinance #[[]], enacted by the Pickens County Council on [] [], 20[[]], Pickens County Council approved the creation of the Park and the entering into of the Park Agreement.

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

The Company intends to redevelop the historic Utica Mill (Lonsdale Mill, Seneca Mill, Utica and Mohawk Cotton Mill) into approximately 434 apartments (with all Equipment, Improvements, and Real Property (each as defined below), together with the acquisition, construction, installation, design, and engineering thereof, in phases, which are used by the Company, collectively, “Project”) on property in, or anticipated to be annexed in, the City of Seneca (“City”) and generally described as [][[]][address], with TMS#(s) [][[]][each TMS here] (collectively, “Property”).

The Company anticipates the Project will occur in four phases with an expected investment of approximately \$100,000,000, with an estimated fair market value post-construction of approximately \$50,000,000.

Prior to commencing the Project, the Company intends to subdivide the Property into “Parcel 1,” which is the “north parcel,” which will contain the existing mill buildings and property to the south and is further identified as “Section 1” on the Site Plan attached hereto as Exhibit C, and “Parcel 2,” which is the “south parcel,” which will contain the lagoon and property to the west and is further identified as “Section 2” on the Site Plan attached hereto as Exhibit C.

The County and the Company intend that investments made on the Property receive a Public Infrastructure Reimbursement as set forth on Exhibit B, which is attached to, and incorporated in, this Reimbursement Agreement.

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

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

ARTICLE I

DEFINITIONS

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

Authorized Company Representative:

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

Chair:

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

Code:

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

Environmental Claims:

“Environmental Claims” shall mean any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including monitoring and cleanup costs), judgments, and expenses (including attorneys’, consultants’ or experts’ fees and expenses) of every kind and nature suffered or asserted as a direct or indirect result of (i) any violation of any Environmental Laws (as hereinafter defined), or (ii) the falsity in any material respect of any warranty or representation made by the Company.

Environmental Laws:

“Environmental Laws” shall mean, collectively, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, as amended, the Clean Air Act, the Toxic Substances Control Act, as

amended, the South Carolina Pollution Control Act, the South Carolina Hazardous Waste Management Act, any other “Superfund” or “Superlien” law or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or industrial waste, substance or material, as now or at any time hereafter in effect.

Equipment:

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

Event of Default:

“Event of Default” shall mean any Event of Default specified in Section 4.8 of this Reimbursement Agreement.

Fee Term or Term:

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

Improvements:

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

Investment Period:

“Investment Period” shall mean the period commencing January 1, 2024, and ending on the last day of the second property tax year following the earlier of the first property tax year in which property is placed in service or the property tax year in which this Reimbursement Agreement is executed, provided, however, some portion of the Property must be placed in service on or before January 1, 2027.

Net Fee Payments:

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

Oconee-Pickens Park:

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

Park Revenues:

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

Public Infrastructure Reimbursements:

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

Real Property:

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

Termination Date:

“Termination Date” shall mean December 31 of the year in which the Company’s has received the final Public Infrastructure Reimbursement under this Agreement, which is anticipated to be December 31, 2047.

Qualifying Infrastructure Improvements:

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and, by the provisions of the Act, is authorized and empowered to enter into the transactions contemplated by this Reimbursement Agreement and to carry out

its obligations hereunder. The County has duly authorized the execution and delivery of this Reimbursement Agreement and any and all other agreements described herein or therein.

(b) Based on the representations of the Company, the County understands the Project will constitute a “project” as contemplated by the Act.

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

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

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

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

(c) The Company intends to develop the Project as [] [], all as a “project” as contemplated by the Act. The Company intends to operate the Project for the purpose of [] [] and to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company or its permitted successors and assigns may deem appropriate.

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

(e) The Company intends to invest no less than \$[], as measured by the fair market value of the investments as determined by the Oconee County Tax Assessor as if such investments were not exempt from *ad valorem* property taxation pursuant to the Act at the Project within the Investment Period.

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

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

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

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

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

Section 3.3 Investment by Affiliates. The County and the Company agree that, to the extent permitted by the Act, investments in the Project may also be made by subsidiaries or affiliates of the Company or commercial (at not less than a 6% assessment ratio) tenants, which shall qualify for the benefits provided to the Company hereunder. At any time and from time to time hereafter, the Company may request approval from the County for subsidiaries or affiliates of the Company to be permitted to make investments in the Project and obtain the benefits provided to the Company hereunder; provided that such subsidiaries or affiliates are approved in writing by the County and such subsidiaries or affiliates agreed to be bound by the provisions of this Reimbursement Agreement. Any approval by the County may be made by the Chair and the County Administrator, which approval shall be in writing.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Fee In Lieu Of Tax Payments.

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

Section 4.2 Public Infrastructure Reimbursements.

(a) To finance the costs of designing, acquiring, constructing, expanding and improving the infrastructure in connection with the Project, based on the expectation that the Company will make a total capital investment in the Project, without regard to depreciation, exceeding \$100,000,000, and which the Company anticipates will have an approximate fair market value for property tax purposes of \$50,000,000 within the Investment Period, the County is agreeing to provide a Public Infrastructure Reimbursement as set forth on Exhibit B to the Company.

(b) The Public Infrastructure Reimbursement is payable exclusively from Net Fee Payments that the County actually receives from the Company and retains under the Park Agreement. The Public Infrastructure Reimbursement shall not constitute a general obligation of indebtedness of the County nor a

pledge of the full faith and credit or the taxing power of the County. The County has designated the Real Property as part of the Park pursuant to the Park Agreement to enable the County to grant the Public Infrastructure Reimbursement to the Company as described in this Reimbursement Agreement.

(c) Notwithstanding anything herein to the contrary, in no event shall the Company be entitled to claim any abatement of ad valorem taxes that might otherwise be allowed by law with respect to any portion of the Project which receives the benefit of the Public Infrastructure Reimbursements and the Company specifically and explicitly agrees not to claim or take such an abatement.

(d) NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THE PUBLIC INFRASTRUCTURE REIMBURSEMENTS AS SHALL BECOME DUE HEREIN ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THIS REIMBURSEMENT AGREEMENT AND THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR PUBLIC INFRASTRUCTURE REIMBURSEMENTS. FURTHER, COMPANY AGREES THAT, AS OF ANY DATE DURING THE TERM OF THIS REIMBURSEMENT AGREEMENT, THE CUMULATIVE DOLLAR AMOUNT EXPENDED BY COMPANY ON COSTS OF QUALIFYING INFRASTRUCTURE IMPROVEMENTS SHALL EQUAL OR EXCEED THE CUMULATIVE DOLLAR AMOUNT OF PUBLIC INFRASTRUCTURE REIMBURSEMENTS RECEIVED BY COMPANY.

Section 4.2 Place and Allocation of Fee in Lieu of Tax Payments. The Company shall make the Fee Payments directly to the County in accordance with applicable law. The County shall be responsible for allocating the Fee Payments among the County, any municipality or municipalities, school districts, and other political units entitled under applicable law and the Park Agreement to receive portions of such payments.

Section 4.3 Damage or Destruction of Project.

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

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

(c) Election to Remove. In the event the Company elects not to terminate this Reimbursement Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

(d) Effect of Election. Any election by the Company under this Section shall be subject to the terms and provisions of Section 4.1 hereof, and shall not operate to relieve the Company of its obligation

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

Section 4.4 Condemnation.

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

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

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

Section 4.5 Maintenance of Existence. The Company agrees that it shall not take any action which will materially impair the maintenance of its corporate existence or its good standing under all applicable provisions of its state of incorporation and State law.

Section 4.6 Indemnification Covenants. The Company shall and agrees to indemnify and save the County, its elected officials, officers, employees, and agents (collectively, as previously identified, "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm, or corporation arising from, or in relation to, the County's entry into, and performance under, this Reimbursement Agreement. The Company shall indemnify and save the County and the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County or any Indemnified Party, the Company shall defend them in any such action, prosecution, or proceeding with counsel reasonably acceptable to the County and the Indemnified Party. The Company also agrees to pay all other reasonable and necessary out of pocket expenses of the County in the negotiation, preparation, approval, and administration of this Reimbursement Agreement, including, without limitation, attorneys' fees. This Section shall survive the termination of this Reimbursement Agreement.

Section 4.7 Assignment and Leasing. This Reimbursement Agreement may be assigned in whole or in part and the Project may be leased as a whole or in part by the Company so long as such assignment or lease is made in compliance with the Act, or any successor provision. The County's consent to the assignment of this Reimbursement Agreement is required, which consent shall not be unreasonably withheld. To the extent permitted by law, no consent of the County to such assignment or leasing shall be required for financing related transfers, including leasing and sale/leaseback transfers, and for short term uses by third parties.

Section 4.8 Events of Default. The following shall be “Events of Default” under this Reimbursement Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Reimbursement Agreement, any one or more of the following occurrences:

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

(b) Failure by the Company to make the minimum investment required by the Act within the Investment Period, or to maintain such minimum level of investment, without regard to depreciation as required by the Act after the Investment Period has expired;

(c) Failure by the Company to act in accordance with the representations and warranties contained in Section 2.2 of this Reimbursement Agreement;

(d) Failure by the Company to perform any of the other material terms, conditions, obligations, or covenants of the Company hereunder, which failure shall continue for a period of thirty (30) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.9 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(a) Terminate the Reimbursement Agreement, including all terms and provisions thereof, at which time the Company, its successors, assigns, and affiliates, jointly and severally shall repay all Public Infrastructure Reimbursements made by the County to the Company;

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

Section 4.10 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Reimbursement Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.11 Reimbursement of Legal Fees and Expenses. If either party shall default under any of the provisions of this Reimbursement Agreement and the other party shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of such other party contained herein, the defaulting party will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County. The Company agrees to reimburse the County for the legal fees and expenses of its outside legal counsel engaged to represent the County in the negotiation of this Reimbursement Agreement and the transactions contemplated thereby, which fees and expenses shall not exceed Five Thousand Dollars (\$5,000).

Section 4.12 No Waiver. No failure or delay on the part of either party to this Reimbursement Agreement in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party.

Section 4.13 Collection of Fee Payments and Related Payments. In addition to all other remedies herein provided, the nonpayment of Fee Payments to the County required hereunder shall constitute a lien for tax purposes as provided in the Act. In this regard, and notwithstanding anything in this Reimbursement Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapters 49, and 51, of the Code) relating to the enforced collection of ad valorem taxes to collect any Fee Payments due hereunder.

ARTICLE V

MISCELLANEOUS

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

AS TO THE COUNTY:

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

WITH A COPY TO:

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

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

AS TO THE COMPANY:

Seneca Cotton Mill Landlord, LLC
[]
[]
[]
Attention: []

WITH A COPY TO:

[]

[]

[]

Attention: []

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

Section 5.3 Counterparts; Electronic Signatures. This Reimbursement Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument. This Reimbursement Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Reimbursement Agreement to be original signatures and may conclusively be relied upon by any party to this Reimbursement Agreement.

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

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

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

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

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

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

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

OCONEE COUNTY, SOUTH CAROLINA

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

Attest:

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

SENECA COTTON MILL LANDLORD, LLC,
a South Carolina limited liability company

By: _____
Name:
Its:

ACKNOWLEDGED AND AGREED:
CITY OF SENECA, SOUTH CAROLINA

By: _____
Daniel W. Alexander, Mayor

Attest:

Kathy Wilkes, Municipal Clerk

EXHIBIT A
TO
PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK
BETWEEN PICKENS COUNTY AND OCONEE COUNTY, DATED AS OF DECEMBER 31, 2023

[SEE ___ PAGES, ATTACHED]

EXHIBIT B
TO
PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

PUBLIC INFRASTRUCTURE REIMBURSEMENT SCHEDULE

Parcel 1

A Public Infrastructure Reimbursement equal to an amount such that the Fee Payment due and owing by the Company for 20 consecutive years equals the annual amount due according to the table below, provided, however, the Company's Fee Payment shall never be less than the amount of *ad valorem* real property taxes due and payable for the property tax year immediately preceding the year in which the Company makes its first Fee Payment according to this Reimbursement Agreement.

| | |
|--------------|-------------|
| Years 1-10: | \$20,000.00 |
| Years 11-15: | \$40,000.00 |
| Years 16-20: | \$80,000.00 |

Parcel 2

A Public Infrastructure Reimbursement equal to 70% of each Fee Payment (that would otherwise have been due and payable by the Company) for 20 consecutive years, provided, however, the Company's Fee Payment shall never be less than the amount of *ad valorem* real property taxes due and payable for the property tax year immediately preceding the year in which the Company makes its first Fee Payment according to this Reimbursement Agreement.

EXHIBIT C
TO
PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

SITE PLAN

[SEE ATTACHED]

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

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 (“Effective Date”), by and between Oconee County, South Carolina (“Oconee County”) and Pickens County, South Carolina (“Pickens County”), by and with the consent of the City of Seneca, South Carolina (“City”).

RECITALS

WHEREAS, Oconee County and Pickens County are contiguous counties which, pursuant to Ordinance No. 2023-20, enacted by Oconee County Council on December 5, 2023, and Ordinance No. [], enacted by Pickens County Council on [] [], 202[], 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, by and with the City’s consent as evinced by the City’s Resolution No. [], adopted [] [], 202[]; 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, and, to the extent of its consent, the City.

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 “Seneca Cotton Mill Landlord, LLC” (“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. To the extent the property to be included in the Park is located in the City's boundaries, then the City has given its consent to the inclusion of the property in the Park. The county in which a project's property is located is the "Host County." As of the original execution and delivery of this Agreement, the parties contemplate that only Oconee County will serve as a Host County under this Agreement.

(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 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 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. 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 as follows:

- (i) For any property tax year in which any property is located in the City, []% to Oconee County, []% to the Oconee County School District, and []% to the City; and
- (ii) For any property tax year in which any property is not located in the City, in accordance with the applicable governing ordinance of Oconee County in effect at any time, from time to time.

(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, Seneca Cotton Mill Landlord, LLC, a South Carolina limited liability company, to provide, or to facilitate the provision of, public infrastructure reimbursements, including, but not limited to, those

set forth in that certain Public Infrastructure Reimbursement Agreement, by and between Oconee County, South Carolina and Seneca Cotton Mill Landlord, LLC, a South Carolina limited liability company, dated as of December 31, 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

ACKNOWLEDGED AND CONSENTED:
CITY OF SENECA, SOUTH CAROLINA

By: _____
Daniel W. Alexander, Mayor

Attest:

Kathy Wilkes, Municipal Clerk

EXHIBIT A
OCONEE COUNTY PROPERTY

□□

□□

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT B
PICKENS COUNTY PROPERTY

NONE

[REMAINDER OF PAGE INTENTIONALLY BLANK]

RESOLUTION NUMBER 2023-[]

**CONSENTING TO THE INCLUSION OF CERTAIN PROPERTY
LOCATED IN THE CITY IN A MULTI-COUNTY PARK; AND
PROVIDING FOR OTHER RELATED MATTERS.**

WHEREAS, the City of Seneca, South Carolina (“City”), is a perpetual body, politic and corporate located in Oconee County, South Carolina (“County”);

WHEREAS, through its City Council (“Council”), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina (“State”);

WHEREAS, Seneca Cotton Mill Landlord, LLC, a South Carolina limited liability company (“Company”), is considering the establishment of certain rental residential and commercial facilities in the County at one or more sites in the County, through the acquisition, construction, and/or improvement of certain real and/or personal property (collectively, “Project”), including, but not limited to, land more fully described on Exhibit A, which is attached to, and incorporated in, this Resolution (“Project Site”);

WHEREAS, the Company anticipates that, should plans proceed as expected, investment in the Project will equal or exceed \$100,000,000, which will generate approximately \$50,000,000 in taxable fair market value, and create various employment opportunities;

WHEREAS, to induce the Company to locate the Project in the County, the County has negotiated certain property tax incentives with the Company for the benefit of the Project, including (i) designating the Project Site “multi-county park property” as more particularly described below (“Park”), developed pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), and (ii) providing for Public Infrastructure Reimbursement against the fee-in-lieu of *ad valorem* property tax payments generated by the Project (each, “Fee Payment”), all of which is more particularly described the Public Infrastructure Reimbursement Agreement, which is anticipated to be dated on or about [] [], 2023, between the Company and the County, and the substantially final form of which is attached as Exhibit B, which is incorporated in this Resolution by reference (“PIRA”);

WHEREAS, on or about [] [], 2023, the County entered into a multi-county park arrangement with Pickens County, South Carolina, as the same may be have been, and may be, further amended or supplemented from time to time to establish the Park related to the Project, the substantially final form of which is attached as Exhibit C, which is incorporated in this Resolution by reference (“MCIP Agreement”); and

WHEREAS, pursuant to the Act and specifically South Carolina Code Annotated section 4-1-170(C), because the Project is, or may become, located in the City’s geographical borders, the County has requested the City consent to the inclusion of the Project in the Park and the City’s execution and delivery of a consent to the PIRA.

NOW, THEREFORE, BE IT RESOLVED by the Council, the governing body of the City as follows:

Section 1. Consent to Park Designation. The City consents to the designation of the Project Site as property of the Park.

Section 2. Further Acts. The Mayor and the Municipal Clerk are authorized to execute and attest any documents, specifically, including the PIRA and the MCIP Agreement, and take any further actions as may be reasonably necessary to further the intent of this Resolution.

Section 3. General Repealer. Any prior resolution or order of the Council in conflict with this Resolution is, only to the extent of that conflict, repealed.

Adopted: [] [], 2023.

CITY OF SENECA, SOUTH CAROLINA

Mayor

[CITY SEAL]

ATTEST:

City Clerk

APPROVED AS TO FORM:

Seneca City Attorney

EXHIBIT A
PROPERTY DESCRIPTION

□
□

EXHIBIT B
SUBSTANTIALLY FINAL FORM OF
PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT
[SEE ___ PAGES, ATTACHED]

EXHIBIT C
SUBSTANTIALLY FINAL FORM OF
MCIP AGREEMENT
[SEE ___ PAGES, ATTACHED]

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

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

ITEM TITLE [Brief Statement]:

First reading of Ordinance 2023-20: AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY AND SENECA COTTON MILL LANDLORD, LLC, IN CONNECTION WITH THE ESTABLISHMENT OF CERTAIN FACILITIES LOCATED IN OCONEE COUNTY; (2) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO SENECA COTTON MILL LANDLORD, LLC, AND THE PROJECT SITE; AND (3) OTHER RELATED MATTERS

BACKGROUND DESCRIPTION:

Camden Management Partners, Inc. (Company) is seeking to develop Seneca Mill Lofts at the historic Utica Mill (Lonsdale Mill, Seneca Mill, Utica and Mohawk Cotton Mill) property in Seneca. The project will result in the renovation of the site's existing mill space and buildout of the surrounding property into 434 apartments. The four-phase project is expected to involve a capital investment of nearly \$100 million. (The market value will be approximately \$50 million based on how the values are determined for rental properties.) The Oconee Economic Alliance (OEA) has been working with the Company and county officials to structure an economic incentive package that will ensure the success of Seneca Mill Lofts.

From those discussions, the following is proposed for Seneca Mill Lofts:

- Subdivision of the property into two parcels. Parcel 1 will house the existing mill buildings and surrounding property. Parcel 2 will house the lagoon and surrounding property.
- All existing property, redeveloped property, and new construction that occurs within the first two years of the project will be eligible for an infrastructure credit (special source revenue credit) as shown below.
- Parcel 1 will receive a special source revenue credit (SSRC) that calculates property taxes on the land, existing mill, mill redevelopment and new construction in a manner that the annual property tax payments will be as follows:

Years 1-10: \$20,000

Years 11-15: \$40,000

Years 16-20: \$80,000

- Parcel 2 will receive a 20-year SSRC of 70% against all new property taxes generated from development on the parcel.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

- Seneca Mill Lofts is a bold project that presents a significant risk for the developer and requires support from both the county and state.
- The mill, built in 1900 and vacant since 2001, has fallen into significant disrepair.
- The property is located in an Opportunity Zone and needs development such as this.

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.

- The project will meet a growing housing demand in the county for working adults and families that support the operations of our manufacturers and service providers.
- The project’s proximity to downtown Seneca and Seneca Rail Park will be beneficial to both in regards to their development.
- The project will likely be the impetus for additional investment in the Utica Community and Oconee County.

FINANCIAL IMPACT [Brief Statement]:

The project will generate more property tax revenue than what Oconee County currently receives on the property. The SSRs for Parcel 1 defer a significant amount of the new property tax revenue that would be generated by the redevelopment of the mill and new buildings; however, without the SSRs at the proposed levels the project would not be economically feasible.

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

Approved by: _____ **Finance**

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

It is the staff’s recommendation that County Council approve first reading of Ordinance 2023-20 in title only.

Submitted or Prepared By:

Approved for Submittal to Council:

Jamie Gilbert, Economic Development Director

Amanda F. Brock, County Administrator

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2023-21**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND JAMES KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, Mr. James Kent Crooks previously entered into a residential lease agreement with the County for certain improved real property located at 207 Crooks Road, Seneca, South Carolina, TMS #268-00-03-039 (the “Premises”);

WHEREAS, it is the desire of the County to enter into a new lease agreement (“Lease Agreement”) Mr. Crooks; and,

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

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

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

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

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

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

Section 5. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading.

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: November 21, 2023
Second Reading: December 05, 2023
Third Reading: _____
Public Hearing: _____

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease Agreement") is made this ____ day of _____, 2024 ("Effective Date") by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina ("Lessor") and James Kent Crooks ("Lessee").

WHEREAS, Lessor owns and holds fee simple title to that certain piece, parcel, or lot of land and all improvements thereon, located in the State of South Carolina, County of Oconee, containing 20.83 acres, more or less, and being generally located at 207 Crooks Road, Seneca, South Carolina, and having Oconee County TMS# 268-00-03-039 (the "Premises");

WHEREAS, Lessor wishes to lease unto Lessee, and Lessee wishes to lease from Lessor the Premises; and

WHEREAS, Lessor and Lessee have each represented and warranted, and hereby do represent and warrant, that they have the power and authority to execute and enter into this Lease Agreement, and upon such execution and delivery that this Lease Agreement shall be enforceable against each in accordance with its terms, all requisite approvals and authorizations necessary or requisite for the execution and delivery of this Lease Agreement having been obtained prior to the Effective Date.

NOW, THEREFORE, in consideration of the above recitals (which are incorporated herein as covenants, representations, or warranties, as applicable), the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. LEASE OF PREMISES. Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Premises for a period of one (1) year, commencing January 1, 2024 and ending December 31, 2024 (the "Lease Term"), unless sooner terminated as provided herein. Provided Lessee has not defaulted in relation to a provision of this Lease Agreement, the Lease Term shall automatically extend for successive one (1) year periods, up to a maximum of two such one year extensions. The Lease Term shall not automatically extend, however, if either party gives at least thirty (30) days' written notice of its desire to terminate the Lease Agreement prior to the end of the then current one year term.

Notwithstanding the foregoing, Lessor may terminate this Lease Agreement at any point in time if a critical governmental need or emergency arises that requires termination of this Lease Agreement. In such a case,

Lessee will be provided with as much time to vacate the Premises as is reasonable under the circumstances, as determined by Lessor, and Lessee shall not be responsible for any rent attributable to future occupancy. No other remedies will be available to Lessee under such circumstances.

Lessee shall use the Premises only for residential purposes. Subject to the conditions of this Lease Agreement, Lessor agrees that Lessee may peaceably have, hold, and enjoy the Premises without hindrance by Lessor.

2. AMOUNT AND PAYMENT FOR LEASEHOLD INTEREST. Lessee covenants to pay to "Oconee County" at 415 S. Pine Street, Walhalla, SC 29691, or such other place as Lessor shall designate in writing, as rent for said Premises, the amount of Six Thousand and 00/100 (\$6,000.00) Dollars for each one (1) year Lease Term. Such rent payment shall be delivered to Lessor in twelve (12) equal monthly installments of Five Hundred and 00/100 (\$500.00) Dollars, and such rent payments are to be received on or before the first (1st) day of each month, with the first payment being due at the signing hereof. A security deposit is not required.

3. BREACH OR DEFAULT. If any term or provision of this Lease Agreement is violated by Lessee and such violation is not cured within thirty (30) days following the giving of written notice thereof by Lessor to Lessee, this Lease Agreement shall, at the option of Lessor, terminate and Lessor may thereupon lawfully enter into or upon the Premises, repossess the same, and expel Lessee therefrom without prejudice to any other claim or remedy Lessor may have for the collection of rent and/or for damages for breach of this Lease Agreement.

4. LESSEE'S MAINTENANCE AND REPAIR OF THE PREMISES. Except as hereinafter provided, Lessee shall maintain and keep the exterior and interior of the Premises in good repair, free of refuse and rubbish, and shall return the same at the expiration or termination of this Lease Agreement in as good condition as received by Lessee, ordinary wear and tear excepted; provided, however, that if alterations, additions, and/or installations shall have been made by Lessee as provided for in this Lease Agreement, Lessee shall be required to restore the Premises to the condition in which it was prior to such alterations, additions, and/or installations. Lessee shall be responsible for care, repair, and maintenance of all interior items, including mechanical, plumbing, electrical, carpeting, walls, and HVAC. Lessee shall maintain the areas around the front and rear doors, sidewalks, and delivery areas in a clean, neat, and orderly condition. Lessee will not commit any waste of or on the Premises and will pay for all damages to buildings or equipment caused by Lessee. Lessee shall not use or permit the use of the Premises in violation of any present or future local, state, or federal regulation or law. Lessee shall be responsible for all maintenance costs associated with the Premises.

5. LESSEE'S ALTERATIONS, ADDITIONS, INSTALLATIONS, AND REMOVAL THEREOF. Lessee may not, either at the commencement of or during the Lease Term, make any alterations in and/or additions to the Premises including, without

limitation of the generality of the foregoing, alterations to the mechanical, electric, and plumbing systems without the written consent of Lessor.

6. UTILITIES, TAXES, AND INSURANCE. Lessee shall pay all charges for water, gas, sewer, electricity, and any other utility or operational cost associated with the Premises. Lessee shall be responsible for the payment of any taxes imposed on personal property situated at the Premises. Lessee shall maintain a general policy of liability insurance issued by a carrier, and in an amount, satisfactory to Lessor, by the terms of which Lessor and Lessee are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Premises. Lessor will not be responsible for any loss to personal property of Lessee, or Lessee's guests, invitees, licensees, or others entering the Premises. It is, therefore, Lessee's responsibility to obtain insurance to cover such property and/or loss.

7. RELEASE, HOLD HARMLESS, ASSUMPTION OF RISK, AND INDEMNITY. Lessee, its employees, agents, and representatives, knowingly and freely assume all risks associated with its possession, use, and occupation of the Premises, both known and unknown; Lessee assumes full responsibility for its activities in relation hereto, and shall indemnify and hold harmless Lessor, its Council members, employees, officers, and representatives, from any and all claims for any damage, injury, accident, illness, loss, or other such claim incurred at or about the Premises, as brought forth or alleged by any person, including Lessee, its employees, agents, and representatives as relates to the activities of Lessee.

8. OBSERVANCE OF LAWS. Lessee shall duly obey and comply with all public laws, ordinances, rules, or regulations related to the use of the Premises.

9. DAMAGE BY FIRE, ETC. In the event the Premises are damaged by fire, flood, storm, civil commotion, or other unavoidable cause, to an extent not repairable within one hundred twenty (120) days of the date of such damage, this Lease Agreement shall terminate as of the date of such damage.

10. ASSIGNMENT. Lessee may not assign this Lease Agreement or sub-let the Premises or any part thereof for any use, without the written consent of Lessor.

11. LESSOR'S RIGHT TO ENTER PREMISES. Lessee shall permit Lessor and Lessor's agents to enter at all reasonable times to view the state and condition of the Premises or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof, or for any other reasonable purpose. Apart from entrance made necessary by emergency or exigent circumstance, Lessor shall give Lessee twenty-four (24) hours' advance notice of its desire to exercise its right to enter the Premises.

12. ENTIRE AGREEMENT. This Lease Agreement constitutes all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Premises, and there are no covenants, promises, agreements,

conditions, or understandings, either oral or written, between them other than as herein set forth.

13. SECTION HEADING. The section headings, as to the contents of particular sections herein, are inserted only for convenience and are in no way to be construed as part of such section or as a limitation on the scope of the particular section to which they refer.

14. GOVERNING LAW. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.

15. NOTICES. It is agreed that all notices regarding this Lease Agreement shall be sent via US Postal Mail to:

Lessor: Oconee County
Attn: County Administrator
415 S. Pine St.
Walhalla, South Carolina 29691
Contact Number: 864-638-4244

Lessee: James Kent Crooks
93 Goose Knob
Riverton, Wyoming 82501
Contact Telephone Number: 307-709-0106

or to such other addresses as may be from time to time authorized by Lessor or Lessee respectively.

16. COUNTERPART. This Lease Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which shall constitute one and the same document.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED that the covenants and agreements herein contained shall insure to the benefit of and be equally binding upon the respective executors, administrators, heirs, successors and assigns of the parties hereto.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the Effective Date set forth above.

WITNESS:

LESSOR:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Its: County Administrator

LESSEE:

By: _____
James Kent Crooks

DRAFT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2023-22**

AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE ESTABLISHMENT OF DEVELOPMENT STANDARDS IN RELATION TO LIGHTING, BUFFERING, AND OPEN SPACE RETENTION FOR NEW RESIDENTIAL SUBDIVISION DEVELOPMENTS OF TWENTY-FIVE (25) ACRES OR MORE; 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 restrictions and development 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 adding a new section to be entitled “Development Standards: Lighting, Buffering, and Open Space Retention”;

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

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

1. Chapter 32 of the Code of Ordinances is hereby revised, rewritten, and amended by adding a section to be entitled “Development Standards: Lighting, Buffering, and Open Space Retention” as shown on Attachment A, which is attached hereto and incorporated herein by reference.

2. County Council hereby approves and adopts Attachment A, and directs that it be codified in Chapter 32, Article VI of the Oconee County Code of Ordinances.

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

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. Nothing contained herein, however, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard or land use provision, or decision of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. 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.

6. 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: November 21, 2023
Second Reading: _____
Third Reading: _____
Public Hearing: _____

ATTACHMENT A

[See attached.]

ATTACHMENT A
[Re: Ordinance 2023-22]

Development Standards: Lighting, Buffering, and Open Space Retention:

1. **Applicability:** These Lighting, Buffering, and Open Space Retention requirements apply to all residential developments and subdivisions of land that:
 - a. are submitted for approval after enactment of this ordinance; and
 - b. which equal or exceed twenty (25) acres in the aggregate; and
 - c. as to which this Article VI otherwise applies.

Staging or phasing developments to avoid application of this section is prohibited.

2. **Lighting standards:**

- a. Purpose: These lighting standards are purposed to ensure that adequate exterior lighting is provided to facilitate crime prevention, security, and safe passage, and that exterior lights are shielded to reduce the impact of lighting on neighboring uses, to avoid potential safety hazards to the traveling public, and to minimize the effect of such lighting on viewsheds and nightscapes.
- b. Lighting plans shall be submitted with the initial application for subdivision approval for projects that include the installation of outdoor lighting fixtures. The lighting plan shall include the following:
 - i. The location, type, and height of luminaries, including both building and ground-mounted fixtures.
 - ii. A description of the luminaries, including lamps, poles or other supports, and shielding devices; Catalogue illustrations from the manufacturer may be submitted to meet this requirement.
 - iii. Photometric data, such as that furnished by the manufacturer, showing the angle of light emission.
 - iv. Additional information as may be required to determine compliance with this chapter.
- c. Exterior lighting shall be shielded and directed to avoid illuminating the night sky.
- d. Lighting shall not illuminate neighboring properties or distract/harm the traveling public on road rights-of-way. Any necessary screening of lighting shall be shown on the site plans submitted to the County.
- e. The overall height of lighting fixtures shall not exceed feet.
- f. Blinking or flashing lights are prohibited unless the lights are required as a safety feature (e.g., beacons on towers). Searchlight and laser light operation for advertising/commercial purposes is prohibited.

3. Buffer standards:

- a. Purpose: These buffer standards are purposed to mitigate impacts between land uses or transportation routes and to provide for the harmonious integration of residential subdivisions and the natural environment.
- b. Buffer defined: A continuous border area consisting of an undisturbed, maintenance-free, self-perpetuating strand of vegetation comprised of plants, shrubs, or trees.
- c. Buffer requirements:
 - i. Buffers shall be located at the outer perimeter of lots or parcels and shall form a continuous, and at a minimum, semi-opaque border.
 - ii. Buffers shall be no less than [REDACTED] ([REDACTED]) feet wide.
 - iii. The width of the buffer shall be measured inward from the boundary line.
 - iv. Existing natural vegetation, specifically plants, shrubs, and trees, shall be preserved during development to the extent reasonable and feasible and may be used to satisfy the requirements of this section.
 - v. Where additional vegetation is required to create the buffer, vegetation shall be installed so as to create a continuous, and at a minimum semi-opaque, border with individual plantings not more than [REDACTED]' apart, with a minimum average height of [REDACTED].

4. Open space standards:

- a. Open space defined: A portion of the subdivision development that has been set aside for permanent protection from development and which is comprised of one or more of the following: play areas, parks, natural woods, open fields and meadows, and areas of scenic beauty. Areas serving as Open space shall not include water detention or other stormwater management areas.
- b. Open space areas shall total no less than **five percent (5%)** of the total acreage of the development.
- c. Open space areas must be clearly shown on each subdivision to which this section applies when the plat is submitted to the County for approval.
- d. Open space areas shall be owned (either in fee simple or by perpetual easement), managed, and maintained by the subdivision's developer or the subdivision's property owners or homeowners' association.
- e. Open space areas must be accessible to all lots within the subdivision via easement or similar rights.
- f. Open space shall be protected from development through platting, deed restrictions, or restrictive covenants, as appropriate, which will ensure its perpetual use as Open space, as defined in this section.

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

A RESOLUTION CONSENTING TO THE ASSIGNMENT AND ASSUMPTION OF A FEE AGREEMENT BY AND AMONG EPOCH CLEMSON, LLC, INLAND REAL ESTATE ACQUISITIONS, LLC, AND OCONEE COUNTY, SOUTH CAROLINA; AND OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina ("County"), acting by and through its County Council ("Council"), is authorized by the Code of Laws of South Carolina, 1976, as amended, particularly Title 12, Chapter 44 ("FILOT Act"): (a) to enter into a fee agreement with companies meeting the requirements of the FILOT Act, which identifies certain property of such companies as economic development property, to induce such companies to locate in the State of South Carolina ("State") and to encourage companies now located in the State to expand their investments and thus make use of and employ workers and other resources of the State; and (b) to covenant with such companies to accept certain fees in lieu of *ad valorem* tax payments with respect to projects in the County;

WHEREAS, the County entered into that certain Fee Agreement dated as of May 1, 2017 with Epoch Clemson, LLC, a Delaware limited liability company ("Assignor") (such Fee Agreement, "FILOT Agreement"), wherein the County agreed to provide certain incentives with respect to the real property (and improvements and personal property located thereon) more particularly described in Exhibit A of the FILOT Agreement;

WHEREAS, the County previously consented (contingent on closing) to the assignment of the FILOT Agreement by Assignor in connection with Assignor's planned sale of all property subject to the FILOT Agreement ("Original Transaction");

WHEREAS, based solely on information provided by Assignor, County understands that Assignor did not close on the Original Transaction, and accordingly, the Original Assignment has not become effective;

WHEREAS, pursuant to one or more yet-to-be consummated transactions, which are expected to close on or before December 31, 2023 ("Closing"), Assignor now intends to convey the property covered by the FILOT Agreement ("Property") to Inland Real Estate Acquisitions, LLC, a Delaware limited liability company ("Assignee");

WHEREAS, in connection with the yet-to-be consummated transactions, Assignor and Assignee desire to enter into that certain Assignment and Assumption of Fee Agreement ("Assignment Agreement"), the substantially final form of which is attached to, and incorporated in, this Resolution as Exhibit A, wherein and whereby Assignor would sell, assign, transfer and set over: (a) to Assignee all of Assignor's right, title, interest and obligations under the FILOT Agreement with respect to the Property, and subject to the terms of such Assignment Agreement,

Assignee would accept such assignment and assume all of Assignor's right, title, interest and obligations under the FILOT Agreement with respect to the Real Property;

WHEREAS, the County acknowledges that Section 4.1 of the FILOT Agreement provides the methodology for the calculation of the annual fee in lieu of tax to be paid pursuant to the FILOT Agreement and that no change is being made to such methodology pursuant to this consent to assignment; and

WHEREAS, Assignor, and Assignee have requested that the County consent to the Assignment Agreement in accordance with the provisions of the FILOT Agreement and Section 12-44-120 of the South Carolina Code of Laws, 1976, as amended.

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

Section 1. Contingent upon the Closing, the Council hereby consents to the assignment of the FILOT Agreement by Assignor to Assignee (with respect to the Property) pursuant to the Assignment Agreement. The County acknowledges receipt of notice of the Assignment Agreement.

Section 2. Contingent upon the Closing, the Council hereby consents to the release of Assignor from its obligations under the FILOT Agreement and liability with respect to all amounts due under the FILOT Agreement arising after the Closing and the assumption by Assignee of those obligations under the FILOT Agreement and liability with respect to all amounts due under the FILOT Agreement arising after the Closing (all as more fully set forth in the Assignment Agreement).

Section 3. The Council hereby authorizes the Chair of the Council and other County staff, along with any designees and agents any of these officials deem necessary and proper, including the County Attorney, in the name of and on behalf of the County (each, "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as are allowed by law and as any Authorized Individual deems to be reasonably necessary in connection with this Resolution to evidence the County's acknowledgement and consent as described in this Resolution, including specifically the Assignment Agreement attached hereto as Exhibit A. The Assignment Agreement shall be in substantially the form attached hereto as Exhibit A, with such changes thereto as may be approved by the County Attorney, the County Attorney's approval to be conclusively evidenced by the County's execution of the Assignment Agreement.

Section 4. Notwithstanding anything in this Resolution to the contrary, the County's compliance with all agreements set forth herein are subject to (a) adherence by the County (and in the case of any multi-county industrial or business park, the partner county) with the requirements of State law and all applicable local codes and ordinances with respect to the enactment of appropriate authorizing ordinances, and (b) the delivery of implementing agreements in forms reasonably acceptable to the County. The County acknowledges that: (x) this Resolution authorizes the County's consent to the Assignment Agreement required under the FILOT Agreement and the FILOT Act; and (y) no further County action is required in order for the assignment of the FILOT Agreement from Assignor to Assignee to be effective.

Section 5. All orders, resolutions, and parts thereof in conflict with this Resolution are, to the extent of such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the Council.

Approved and adopted: _____, 2023

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chair
Oconee County Council

[SEAL]

ATTEST:

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

EXHIBIT A
FORM OF ASSIGNMENT AGREEMENT

Assignment and Assumption of Fee Agreement

THIS ASSIGNMENT AND ASSUMPTION OF FEE AGREEMENT (“Assignment Agreement”) is made pursuant to the sale of property from Epoch Clemson, LLC, a Delaware limited liability company (“Seller”) to Inland Real Estate Acquisitions, LLC, a Delaware company (“Purchaser”) on _____, 2023 and shall be effective as of _____, 2023 (“Effective Date”).

WHEREAS, Seller has consummated or will consummate a sale of the property described in Exhibit A attached hereto (the “Property”) to Purchaser; and

WHEREAS, the Property is comprised of land subject to a Fee Agreement between Seller and Oconee County, South Carolina (the “County”) dated May 1, 2017 and attached hereto as Exhibit B (the “Fee Agreement”); and

WHEREAS, the Purchaser desires to retain the benefits of the Fee Agreement for the Property and the improvements located thereon; and

WHEREAS, consistent with the provisions of the Fee Agreement and S.C. Code § 12-44-120 of the Fee in Lieu of Tax Simplification Act, the Seller desires to assign its rights, interests, duties and obligations under the Fee Agreement and all related documents (but only to the extent such related documents relate to the Property being assigned) to Purchaser, and the Seller has requested that the County provide its consent to such assignment and Purchaser’s assumption thereof; and

WHEREAS, the Seller agrees to assign and transfer its rights and interests in the Fee Agreement and Purchaser agrees to accept such assignment.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption of Fee Agreement. Seller does hereby sell, assign, transfer, and set over to Purchaser all of Seller’s right, title, interest, and obligations under the Fee Agreement, and Purchaser hereby accepts such assignment and assumes all of Seller’s right, title, interest, and obligations under the Fee Agreement.
2. Mutual Indemnities. Seller agrees to indemnify, defend, and hold Purchaser, its successors and assigns, harmless from and against any and all claims, actions, charges, fees and expenses (including, without limitation, reasonable attorneys’ fees and court costs) and liabilities that result directly from the failure of Seller to perform its obligations under, or to observe the covenants and conditions in, the Fee Agreement, provided that any such obligation accrued, and that such failure occurred, prior to the Effective Date. Purchaser agrees to indemnify, defend, and hold Seller, its successors and assigns, harmless from and

against any and all claims, actions, charges, fees, and expenses (including, without limitation, reasonable attorneys' fees and court costs) and liabilities that: (a) result directly from the failure of Purchaser to perform its obligations under, or to observe the covenants and conditions in, the Fee Agreement, provided that any such obligation accrued, and that such failure occurred, on or after the Effective Date; or (b) arise from any modification or amendment to the Fee Agreement on or after the Effective Date.

3. Consent to Assignment and Assumption of Fee Agreement. This Assignment Agreement has been consented to by County pursuant to County Council Resolution No. 2023-17, adopted on November 21, 2023. A copy of the Fee Agreement being assigned by Seller to Purchaser pursuant to this Assignment Agreement is attached to, and incorporated in, this Assignment Agreement as Exhibit A.

4. Notices. From and after the Effective Date, all notices delivered pursuant to the Fee Agreement shall also be delivered to Purchaser at the following addresses:

Inland Real Estate Acquisitions, LLC
[ADDRESS]

With copies to:
[Inland Real Estate Acquisitions, LLC - Counsel Address]

5. Amendment. This Assignment Agreement may be amended, modified or supplemented, and any provision hereof may be waived, only by written agreement of the parties hereto.

6. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.

7. Successors and Assigns. This Assignment Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and assigns. This Assignment Agreement is not intended and shall not be deemed to confer upon or give any person except the parties hereto and their respective successors and permitted assigns any remedy, claim, liability, reimbursement, cause of action, or other right under or by reason of this Assignment Agreement.

8. Counterparts. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become binding when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

Each of the Seller and the Purchaser agree to cooperate with the other and the County to effectuate this transfer.

(Signatures on following page)

EPOCH CLEMSON, LLC

By: _____

Name: _____

Its: _____

INLAND REAL ESTATE ACQUISITIONS, LLC

By: _____

Name: _____

Its: _____

Consent by Oconee County, South Carolina:

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Matthew Durham, Chair
Oconee County Council

[SEAL]

ATTEST:

By: _____

Jennifer C. Adams, Clerk to Council
Oconee County Council

Exhibit A

Property

Tract 1:

All that tract or parcel of land lying and being in Oconee County, South Carolina, being shown and designated as 1.552 acres, more or less, on a survey prepared for CVRW, LLC, prepared by Lavender, Smith & Associates, Inc., dated July 28, 2014, recorded September 10, 2014, as more particularly depicted on a plat recorded in Plat Book B478, Page 10, in the Register of Deeds for Oconee County, South Carolina, which plat is incorporated herein by reference hereto.

Tract 2:

All that tract or parcel of land lying and being in Oconee County, South Carolina, being shown and designated as 56.584 acres, more or less, on a survey entitled ALTA/ACSM Land Title Survey for Clemson Village 2, LLC, prepared by Freeland & Associates, Inc., dated March 3, 2014, recorded September 17, 2014, as more particularly depicted on a plat recorded in Plat Book B479, Page 6, in the Register of Deeds for Oconee County, South Carolina, which plat is incorporated herein by reference hereto.

Exhibit B

Fee Agreement

(Attached below)

FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

EPOCH CLEMSON, LLC
a Delaware limited liability company

Dated as of May 1, 2017

The County and the Company hereby agree to waive, to the full extent allowed by law, the requirements of Section 12-44-55 with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act, and provides copies of all such filings to the County.

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Oconee County, South Carolina

FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of May 1, 2017, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and Epoch Clemson, LLC (the "Company"), organized and existing under the laws of the State of Delaware.

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property, to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper

governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to the Ordinance executed by the County on May 16, 2017, the Company has agreed to acquire, expand and equip by construction, lease-purchase, lease or otherwise, a the construction and up-fitting of a facility to be used by students and faculty of Clemson University (the "Facility") which will be located in the County, which will consist of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures which will constitute the project (the "Project"). The Project in the Park (as hereinafter defined) in the County involves an initial new taxable investment of at least \$60,000,000 in the County within the Investment Period and the \$60,000,000 level of investment in Economic Development Property (hereinafter defined) shall be maintained for the term of the Fee Agreement, all being maintained in accordance with the Act.

Pursuant to an Ordinance adopted on May 16, 2017 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council, *inter alia*, authorized the County to enter into a Fee Agreement with the Company which identifies the property comprising the Project as Economic Development Property (as defined in the Act) under the Act subject to the terms and conditions hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its

general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County.

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

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

"Authorized Company Representative" shall mean the President of the Company or any person designated from time to time to act on behalf of the Company by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary, any assistant secretary, or senior personnel so designated by an officer of the corporation as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President, one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary, any assistant secretary or senior personnel so designated by an officer of the corporation. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

“Authorized County Representative” shall mean the Administrator of the County or his/her designee as evidenced by a written certificate of the County Administrator (hereinafter defined).

"Chair" shall mean the Chair of the County Council of Oconee County, South Carolina

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

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

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

"Company" shall mean Epoch Clemson, LLC, a limited liability company organized under the laws of the State of Delaware and duly qualified to transact business in the State.

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

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

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

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a

condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

"Economic Development Property" shall mean all items of tangible Real Property, Improvements and Equipment, as defined herein, comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company.

"Equipment" shall mean all of the machinery, equipment, furniture and fixtures of the Project, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment, furniture and fixtures constitute Economic Development Property and thus become a part of the Project under this Fee Agreement.

"Event of Default" shall mean any Event of Default specified in Section 4.13 of this Fee Agreement.

"Facility" shall mean any such facility that the Company may cause to be constructed, acquired, modified or expanded in Oconee County, South Carolina on the land acquired by, leased by or on behalf of the Company for the Project.

"Fee Agreement" shall mean this Fee Agreement.

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

"FILOT Revenues" shall mean the payments in lieu of taxes which the Company is obligated to pay to the County for the Project in the Park pursuant to Section 4.1 hereof.

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

"Investment Period" shall mean the period commencing January 1, 2017, and ending on December 31, 2022.

"Minimum Investment" shall mean that the Company shall invest in Economic Development Property under and pursuant to the Fee Agreement not less than Sixty Million Dollars (\$60,000,000) in qualifying, new taxable investment in the Project by the end of the Investment Period, and that \$60,000,000 of investment shall be maintained for the first seven (7) years of the term of this Fee Agreement, and then at least \$45,000,000 of the investment shall be maintained for the remainder of the term of the Fee Agreement, all without regard to depreciation, all being made and maintained in accordance with the Act.

"Park" shall mean the industrial and business park created by the Park Agreement.

"Park Agreement" shall mean the Agreement for Development of an Industrial/Business Park for the Park between the County and Pickens County dated June 5, 2017, as amended from time to time.

"Phase" or "Phases" in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

"Phase Termination Date" shall mean with respect to each Phase of the Project the day twenty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2042 or December 31, 2047, if an additional extension of time in which to complete the Project is hereinafter granted in writing by the County pursuant to Section 12-44-30(13) of the Act, and utilized by the Company by making the required investments, or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Company under Section 12-44-30(21) of the Act, as amended, but only if the County subsequently agrees to such a maximum number of years exceeding twenty and such agreement is approved by the County Council and reduced to writing.

"Project" shall mean the Improvements and Equipment, together with the acquisition, construction, installation, design and engineering thereof, in phases, which shall constitute expansions or improvements of the Facility, and any Real Property which qualifies as Economic Development Property under the Act and becomes part of the Project pursuant to the provisions of this Agreement. The Project involves an initial investment of sufficient sums to qualify as a Project under the Act.

"Real Property" shall mean the real property described in Exhibit A attached hereto, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto and at which the Improvements and Equipment that comprises part of the Project under the terms of this Fee Agreement is located, as well as any real property which, itself, qualifies as part of the Project, as set forth herein.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement:

(a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement pursuant to Section 4.4 hereof for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.7 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Special Source Credit” shall mean the credit against the fee in lieu of tax payments to be made by the Company to the County as authorized by Section 4-1-175 of the Code and Section 4.18 hereof.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

(b) The Project, as represented by the Company to the County, constitutes a "project" within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act. The Authorized County Representative

is to take all administrative or managerial actions to be taken or consented to by the County pursuant to this Agreement.

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

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

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

(c) The Company intends to operate the Project as a "Project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of the construction and up-fitting of a facility to be used by students and faculty of Clemson University and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Company to locate the Facility and Project in the State.

(e) The Company anticipates that the cost of the project will be at least \$60,000,000 in qualifying new taxable investment in eligible, Economic Development Property in the County

within the Investment Period. The Company understands that the Company must invest not less than Sixty Million Dollars (\$60,000,000) in Economic Development Property subject to the fee in the Project by the end of the Investment Period , which investment will be maintained, without regard to depreciation, for not less than the first seven (7) years of the term of this Agreement, with not less than Forty-Five Million Dollars (\$45,000,000) of that new investment, without regard to depreciation, being maintained for the remaining term of the Fee Agreement, or lose the benefits of this Agreement retroactively to the outset, with interest and repayment due to the County for both FILOT payments and Special Source Credit, as though the Minimum Investment requirements of the Act had not been met.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed and/or installed or made plans for the acquisition, lease, construction, expansion and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project.

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

practicable, but in any event on or prior to December 31, 2022, or, if not less than \$60,000,000 has been invested in taxable Economic Development Property on or prior to December 31, 2022, then the County may agree to an extension of the investment period hereof by resolution. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due from and by it under the terms of this Fee Agreement, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project, and may owe repayment to the County under the terms hereof in certain such circumstances.

Section 3.3. Filings

(a) On or before May 1 of each year up to and including the May 1 immediately following the preceding December 31 of the year in which the completion of the Project has occurred, including an extension of the Investment Period if granted, the Company shall provide the Oconee County Auditor with a list of all Economic Development Property as was placed in service during the year ended as of the prior December 31.

(b) The Company shall deliver to the Oconee County Auditor, Treasurer, and Assessor copies of all annual filings made with the South Carolina Department of Revenue and Taxation with respect to the Project during the term of this Agreement, not later than thirty (30) days following delivery thereof to the Department.

(c) The Company shall cause a copy of this Agreement to be filed with the Oconee County Auditor, Oconee County Assessor and the South Carolina Department of Revenue and Taxation within thirty (30) days after the date of execution and delivery hereof.

(d) The Company shall be responsible to the County (i) for filing annual tax reports to the South Carolina Department of Revenue and Taxation, (ii) for computing the fee in lieu of tax owed to the County by the Economic Development Property and (iii) for paying the fee in lieu of tax and any other amounts due hereunder to the County.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax (“FILOT”) arrangement under Section 12-44-50(A)(1) of the Act, and to meet the investment representations of Section 2.2(f), hereof, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2022, in non-exempt Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 19 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.
- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the nineteen years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.
- Step 3: Multiply the taxable values, from Step 2, by the millage rate in effect for all taxing entities for the Project site on July 1, 2016, which the parties believe to be 215 mils (which millage rate shall remain fixed for the term of this Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

Subject to the terms and provisions herein contained and with the consent of the County, with respect to each Phase, this Agreement shall be and remain in full force and effect for a term commencing on the date hereof, and ending at midnight on December 31 of the year which is the nineteenth (19th) year following the first year in which each Phase is placed in service, unless

sooner terminated as herein permitted; provided that, if at the expiration of the term of this Agreement payment of all FILOT Payments under this Section 4.01 relating to the operation of the Project during such term have not been made, such term shall expire on such later date as such payments shall have been made in full or so provided for; provided, further; that such extension of such term shall not increase the number of FILOT Payments for which the Company qualifies under this Section.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the level described in this Agreement for the investment in the Project without the express, written consent of the County.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax

exemptions which would be afforded to the Company if the Project was not and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Cost of Completion. In the event that the cost of completion of the Project has not exceeded \$60,000,000 in non-exempt Economic Development Property, as required under Section 12-44-30(13) of the Act by December 31, 2022, at the Project in the Park by that date, then beginning with the next payment due, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period will be terminated at that point. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project through and including 2021 using the calculations described in this Section, over, (ii) the total net amount of payments in lieu of ad valorem taxes actually made by the Company with respect to the Project through and including 2021. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided in the Act. Further,

in the event, thereafter, that the investment in the Project, without regard to depreciation falls below \$60,000,000 during the first seven (7) years of the term of this Agreement, or below \$45,000,000, during the remainder of the term that this Fee Agreement is in effect, the payment in lieu of ad valorem taxes to be paid to the County by the Company for the duration of this Fee Agreement from that point forward shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period and Special Source Revenue Credit will be terminated at those respective points at which the investment in the Project, without regard to depreciation, falls below such \$60,000,000 or \$45,000,000, and the provisions of Section 2.2(e), hereof, shall apply.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall

be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to twenty (20) (or, if greater, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of

taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; subject, always, however to the terms and provisions of Section 4.2 hereof.

Section 4.5 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time, place, method of payment, and penalties and enforcement of collection.

Section 4.6 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject to Section 4.2 and Section 4.4, hereof, the Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. The Company shall provide annual written notice to the County of the Removed Components in conjunction with the filing of the PT300 property tax form.

Section 4.7 Damage or Destruction of Project.

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

(b) Election to Rebuild. In the event the Real Property in which the project is located is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Section 4.2 and 4.4, hereof. Subject to the terms and provisions of this Agreement, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components, subject to Section 4.2 and Section 4.4 hereof.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Real Property shall

be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Real Property or a transfer in lieu thereof, and subject to Section 4.2 and Section 4.4, hereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9 Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Provided, however, the Company may merge with or be acquired by another company so long as the surviving Company has a net asset value equal to or greater than that of the Company's net asset value.

Section 4.10 Indemnification Covenants. The Company shall and agrees to indemnify and save the County, its employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement. The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon

notice from the County; the Company shall defend them in any such action, prosecution or proceeding with legal counsel reasonably acceptable to the Indemnified Parties.

Section 4.11 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law or pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; or (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; and, the County (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Company, if the Company does provide such information to the County, if the Company will clearly and conspicuously mark such information as "Confidential" or "Proprietary", or both, then, in that event, prior to disclosing any confidential or proprietary information or

allowing inspections of the Project, the Facility or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company with the prior consent of the County, which consent will not unreasonably be withheld, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act.

Section 4.13 Events of Default. In addition to the specific events of default noted elsewhere herein, as to investment and job creation requirements, the following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

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

(b) Failure by the Company to perform any of the material terms, conditions, obligations or covenants of the Company hereunder, other than those already noted in this Section 4.13 which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.14 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (a) Terminate the Fee Agreement or Special Source Revenue Credit or both; or
- (b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement, including, without limitation, those actions previously specified in this Agreement.

Section 4.15 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.16 Reimbursement of Legal Fees and Expenses. The Company agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. Further if the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or

incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.17 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

Section 4.18 Special Source Credit. The County agrees that the Company shall be entitled to a Special Source Credit, to be taken as a set off against the FILOT payments for the Project in the Park owed, pursuant to Section 4.1, hereof, in each of seven (7) consecutive years of such FILOT payments, in an annual amount equal to Forty-one and 5/10ths percent (41.5%) of the net FILOT payments (after payment of the MCIP partner county fee) generated by the Project in the Park commencing in the property tax year in which the total new, taxable investment of the Company in the Project equals or exceeds \$60,000,000 and continuing for the next six (6) years thereafter, but not to exceed the actual cost of the Infrastructure including the payment made by the Company, totally or in any given year.

Provided, if the Company invests a total (inclusive of the afore stated Sixty Million Dollars (\$60,000,000) in the Project in new taxable investment by the end of the Investment Period, the

County agrees to the Special Source Revenue Credit of forty-one and 5/10ths percent (41.5%) of the Company's fee in lieu of tax liability for the Project in the Park for the seven consecutive tax years beginning with the fee payment due on or before January 15, 2019.

The Special Source Revenue Credit may be taken by the Company only to the extent that the Company has invested in qualifying improvements ("Qualified Improvements") as defined in Section 12-44-70 of the Act and Section 4-29-68(A)(2) of the South Carolina Code of Laws, 1976, as amended. The Company shall be responsible for certifying to the County the amount of Qualified Improvements in which the Company has invested. Based on this certification, the Treasurer of the County shall display and subtract the Special Source Credit from the fee in lieu of tax payment statement sent to the Company for the duration of the Special Source Credit as set forth above. At no time shall the aggregate of Special Source Credit received by the Company exceed the certified amount of Qualified Improvements. Should the Company fail to maintain the levels of investment in Economic Development Property, without regard to depreciation as described in Section 4.2 hereof during the term of this Agreement, the Company shall lose the benefit of any Special Source Credit granted pursuant to this Section 4.18 from the point at which such failure occurs and going forward.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested,

postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

| | |
|--------------------|---|
| AS TO THE COUNTY: | Oconee County, South Carolina 415 South Pine Street Walhalla, South Carolina 29691 Attention: County Administrator |
| AS TO THE COMPANY: | Epoch Clemson, LLC 1000 West Morehead St. Suite 150 Charlotte, North Carolina 29208 Attention: Hal Grayson |
| WITH A COPY TO: | J. Wesley Crum, III P.A. 233 North Main St., Suite 200F Greenville, South Carolina 29601 |

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

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

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

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

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

Section 5.7 Further Assurance. From time to time, and at the sole expense of the Company, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

Section 5.9 Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION

OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10 Force Majeure. To the extent recognized by the Act, and except for payment of the fees in lieu of taxes under Section 4.1, hereof, the Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other similar cause, beyond Company's reasonable control.

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

OCONEE COUNTY, SOUTH CAROLINA

By: E Cammick
Edda Cammick, Chair of County Council
Oconee County, South Carolina

ATTEST:

By: Katie D. Smith
Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

WITNESSES:

Amanda P. Broth

Brittney Piscik

EPOCH CLEMSON, LLC

By: _____

EXHIBIT A

Approximately 57.53 acres located on Jacobs Rd near Hwy 123 in Oconee County SC consisting of Tax Map #s: 27-00-01-002 and 27-00-01-030.

Tract 1:

All that tract or parcel of land lying and being in Oconee County, South Carolina, being shown and designated as 1.552 acres, more or less, on a survey prepared for CVRW, LLC, prepared by Lavender, Smith & Associates, Inc., dated July 28, 2014, recorded September 10, 2014, as more particularly depicted on a plat recorded in Plat Book B478, Page 10, in the Register of Deeds for Oconee County, South Carolina, which plat is incorporated herein by reference hereto.

Tract 2:

All that tract or parcel of land lying and being in Oconee County, South Carolina, being shown and designated as 56.584 acres, more or less, on a survey entitled ALTA/ACSM Land Title Survey for Clemson Village 2, LLC, prepared by Freeland & Associates, Inc., dated March 3, 2014, recorded September 17, 2014, as more particularly depicted on a plat recorded in Plat Book B479, Page 6, in the Register of Deeds for Oconee County, South Carolina, which plat is incorporated herein by reference hereto.

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

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A PERFORMANCE AGREEMENT BY AND BETWEEN OCONEE COUNTY, MEYN AMERICA, LLC, AND THE SOUTH CAROLINA COORDINATING COUNCIL FOR ECONOMIC DEVELOPMENT; AND OTHER RELATED MATTERS.

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

WHEREAS, the South Carolina Coordinating Council for Economic Development (“CCED”) has awarded an Economic Development Set-Aside Grant (Grant # C-22-3725, the “SA Grant”) to the County in an amount not to exceed One Hundred Thousand and No/100 (\$100,000.00) Dollars for the purpose of assisting Meyn America, LLC (“Company”) with site preparation and building construction in relation to improvements at and for certain property located in the Oconee County Industry and Technology Park (the “Property”); and

WHEREAS, in order the effect the terms and purpose of the SA Grant, County, CCED, and Company desire to enter into a Performance Agreement, a copy of which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by Oconee County Council, as follows:

Section 1. Performance Agreement Approved. The Performance Agreement is hereby approved, and the County Administrator is authorized to execute and deliver the Performance Agreement in substantially the same form as Exhibit A, attached hereto, with only such changes as are not materially adverse to County.

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

EXHIBIT A

[*See attached.*]

PERFORMANCE AGREEMENT
(Economic Development Set-Aside Assistance)
C-22-3725

This **Performance Agreement** (“Agreement”) is made to be effective September 7, 2023 (the “Effective Date”), by and among Oconee County, a political subdivision of the State of South Carolina and hereinafter referred to as the “Grantee,” MEYN America, LLC, hereinafter referred to as the “Company,” and the South Carolina Coordinating Council for Economic Development, hereinafter referred to as the “Council.”

W I T N E S S E T H

That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above parties do hereby agree as follows:

- 1.0 **Agreement.** The parties recognize that this Agreement is based on an Economic Development Set-Aside (SA) grant award being awarded or made by the Council to the Grantee in an amount not to exceed One Hundred Thousand and No/100 Dollars (\$100,000) for the purpose identified in Section 2.0 herein (the “Grant”).

- 2.0 **Use of Proceeds.** The Grantee will use the SA grant award to assist the Company with site preparation and building construction, hereinafter referred to as the “Assistance.” Any changes in the scope of work, including change orders or cost increases, must be submitted in writing by the Grantee to the Council as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the Council shall be appended to this Agreement as an amendment.
 - 2.1 **Disbursement of Funds.** No funds will be disbursed until the approval of expenditures, through submission of invoices and proof of payment to the Grantee.
 - 2.2 **Third Party Contracts.** The Company must submit to the Council all agreements with third party contractors engaged to perform work to be funded in whole or in part by Grant funds.
 - 2.3 **Notice to Proceed.** The Company obtained a conditional notice to proceed from the Council by letter dated April 10, 2023. Any expenditure made prior to the date of the written notice to proceed is not eligible for payment with Grant funds.
 - 2.4 **Engineering Costs.** Reimbursement of engineering costs with Grant funds will be capped at 10% of the total Grant award amount. Requests for reimbursement of engineering costs that exceed 10% of the total Grant award amount must have substantial justification and require prior approval by the Council to be reimbursable.

- 2.5 **Compliance with SA Requirements.** The Grantee and the Company must comply with all applicable statutory, policy and regulatory guidelines of the state government and the Council governing the use of SA funds.
- 2.6 **Funding Overruns.** The Company agrees that it will commit and provide monies from its own resources for cost overruns that are required to complete the Project. This Agreement creates no obligation on the part of the Grantee, the Council or the State of South Carolina to provide funds for the cost overruns.
- 2.7 **Use of Grant Funds.** The Company must complete the portion of the Project to be funded in whole or in part with Grant funds within eighteen (18) months of the Effective Date. Completion is defined as the final documentation by the Grantee to the Council of Grant funds expended and the issuance by the Council of a notification in writing of the closure of the Grant. The Council may grant extensions to this completion period requirement at its discretion.
- 3.0 **Project Description.** The Company will locate its facility in an 80,000 SF spec building at the site located on 32.6 acres in the Oconee Industry & Technology Park in Westminster, SC in Oconee County, hereinafter referred to as the “Project.”
- 4.0 **Project Start-Up.** The Project must begin within three months of the Effective Date. If the Company does not begin the Project within three months of the Effective Date, the Council reserves the right to rescind the Grant, require the repayment of any Grant funds expended hereunder and terminate this Agreement. For purposes of this section, the Company shall have begun the Project once it has incurred material obligations in connection with the Project satisfactory to the Council to indicate that the Project will be timely completed.
- 5.0 **Contractor Selection.** If the Company desires to select a private contractor to undertake all or any part of the scope of work of any portion of the Project to be funded by the Grant, then the selection of that contractor by the Company must follow at a minimum the bidding requirements set forth in Exhibit A attached hereto. The use of the Grant funds is not subject to the requirements of the State Procurement Code or the regulations promulgated thereunder. Any county or municipal procurement laws, rules or regulations may apply depending on the terms of such local requirements.
- 6.0 **Minimum Investment Requirement.** The Company agrees to make a capital investment of not less than \$10,800,000 (without regard to depreciation or other diminution of value) at the Project for land cost, site preparation, building construction, building renovations, and machinery and equipment, within a time period beginning on April 10, 2023 and ending on the earlier of (i) the date that the Company certifies to the satisfaction of the Council that the Company has satisfied both the Investment Requirement and the Job Requirement (each as defined herein), or (ii) September 6, 2028 (the “Grant Period”). Such capital investment requirement shall hereinafter be referred to as the “Investment Requirement.”

- 7.0 **Minimum Job Requirement.** The Company agrees to create no fewer than 25 new, full-time jobs at the Project within the Grant Period. Such job creation requirement shall hereinafter be referred to as the “Job Requirement.”
- 8.0 **Access to Project Site and Records.** The Company agrees to provide the Grantee and the Council reasonable access to its facilities (i) to confirm that the work for which invoices have been submitted and reimbursed, or is scheduled to be reimbursed, through Grant funds has been completed and (ii) to substantiate that the job creation and investment requirements set forth in this Agreement have been satisfied. This covenant shall continue until notified in writing by the Council that the Job Requirement and the Investment Requirement have each been met, the Grant Period has expired, and Grant funds have been expended and documented, or until repayment of the Assistance, if required, occurs in accordance with this Agreement.
- 9.0 **Reporting.** The Company will be required to report to the Council annually as set forth below.
- 9.1 During the Grant Period, within thirty (30) days after December 31 of each year, the Company shall provide the Council a written report, signed by an authorized representative of the Company and in the form of Exhibit B, as such form may be updated annually by the Council, to provide (i) the total number of new jobs filled by the Company at the Project as of such date; and (ii) the total investment of the Company at the Project as of such date.
- 10.0 **Compliance.** Within thirty (30) days after the end of the Grant Period, the Company shall provide (i) payroll records and property tax returns or invoices and evidence of payment to support its employment and investment levels achieved and maintained and (ii) the average wage rate for the jobs included in the Job Requirement. The Council will review such documentation to determine whether the Job Requirement and Investment Requirement have been satisfied. The Council will notify the Company in writing of its compliance or non-compliance with this Agreement. Upon written notification from the Council that both the Job Requirement and the Investment Requirement have been fulfilled and the Grant Period has expired, this Agreement and all obligations of the Company, unless otherwise stated, hereunder shall terminate.
- 11.0 **Maintenance of Records.** The Company shall retain records for property purchased totally or partially with Grant funds for a period of three years after the final disposition of all Grant funds. The Company shall maintain records relating to the Grant and the Project, including financial records, supporting documents, and statistical records for a minimum of three years after notification in writing by the Council of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.
- 12.0 **Repayment of Assistance.** Failure to satisfy the Job Requirement and the Investment Requirement as set forth herein may result in repayment of all or a portion of the SA Grant funds expended. The Company will make re-payments to the Council.

- 12.1 Upon the expiration of the Grant Period, the number of jobs created by the Company at the Project may not be less than the Job Requirement (25 jobs), and the investment by the Company at the Project may not be less than the Investment Requirement (\$10,800,000). If the Company does not locate in South Carolina or otherwise fails to create any new jobs and make any investment in South Carolina, repayment of all of the Grant funds expended will be immediately due and payable. If the Company does create jobs and/or make investment but fails to meet the Job Requirement and/or the Investment Requirement during the Grant Period, the Company will be required to repay a portion of the Grant funds expended as follows:
- 12.1.1 **Pro-Rata Repayment.** The Company shall be required to repay a pro-rata amount of the Grant funds expended under this Agreement based on the actual number of jobs created and/or investment level achieved as of the last day of the Grant Period. For purposes of this Section 12.1, pro rata repayment for failure to meet either the Job Requirement or the Investment Requirement will be calculated independently with each calculation based on 50% of the Grant funds expended hereunder.
- 12.1.2 If required, repayments are due and payable to the Council within sixty (60) days after the date of notice from the Council that a repayment is due. If the Company does not submit repayment or respond to the Council by such date, the Council may begin the process to submit the amount of the repayment to the South Carolina Department of Revenue for collection.
- 12.1.3 Notwithstanding anything in this Agreement to the contrary, if the Company satisfies the Job Requirement and the Investment Requirement by the end of the Grant Period, it shall not have any repayment obligations under this Section 12.1.
- 13.0 **Amendments.** If (a) the Investment Requirement is not met or (b) the total number of full time jobs created is less than the Job Requirement, or (c) the investment is not made or the jobs are not created within the Grant Period, the Company may provide detailed documentation that a good faith effort was made to achieve both the Job Requirement and the Investment Requirement, as the case may be. To the extent that extenuating circumstances prevent the Company from fulfilling its commitments contained herein, and the Grantee and the Council, in their sole discretion, acknowledge such circumstances in writing, this Agreement may be modified in writing by mutual agreement of the parties.
- 14.0 **Representations and Warranties.** The Company hereby makes the following representations and warranties and acknowledges and agrees that such representations and warranties have been material to the Council's decision to enter into this Agreement and further agrees that each representation and warranty is true, accurate and complete in all material respects as of the Effective Date and will remain true and correct throughout the term of this Agreement.

- 14.1 **Good Standing.** The Company is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized, has the power and authority to own its property and to carry on its business in each jurisdiction in which it does business, and has registered for and is duly qualified to conduct business in, and is in good standing in, the State of South Carolina.
- 14.2 **Authority and Compliance.** The Company has full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided herein. No consent or approval of any public authority or other third party is required as a condition to the validity of the Company's obligations under this Agreement, and the Company is in material compliance with all laws and regulatory requirements to which it is subject.
- 14.3 **No Conflicting Agreement.** There is no charter, bylaw, stock provision, partnership agreement or other document pertaining to the organization, power or authority of the Company and no provision of any existing agreement, mortgage, deed of trust, indenture or contract binding on the Company or affecting the Company's property which would materially conflict with or in any way prevent the execution, delivery, or carrying out of the terms of this Agreement by the Company.
- 14.4 **Litigation.** To the best of the Company's knowledge, there is no proceeding involving the Company pending or threatened before any court or governmental authority, agency or arbitration authority which if adversely decided would materially affect the Company's ability to meet its obligations under this Agreement and conduct its operations at the Project.
- 14.5 **Compliance with Laws.** To the best of its knowledge, the Company is in material compliance with all federal, state and local laws, regulations and governmental requirements including, but not limited to, environmental laws and the applicable federal and state laws, executive orders and regulations concerning discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability, applicable to its facility including without limitation the property, business operations, employees, and transactions thereof, the non-compliance with which would materially adversely affect its obligations under this Agreement.
- 14.6 **Binding Agreement.** Each part of this Agreement is a legally valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights. This Agreement has been signed by an authorized Company representative and such signature is recognized by the Company as legally binding.
- 15.0 **Indemnification.** The Company agrees to defend, indemnify, and hold the Council and the Grantee harmless from and against the costs of any litigation, claims, losses, or other damages (including reasonable attorney's fees) arising from this Agreement or the Assistance provided by the Council to the Grantee for the direct or indirect benefit of the

Company, except to the extent caused by the gross negligence of the Council or the Grantee. Please note that the SC Tort Claims Act, Section 15-78-10 et seq. of the S.C. Code of Laws, 1976, as amended (the "Code") provides full or limited immunity to governmental parties from third party claims and prohibits recovery of punitive or exemplary damages. This provision shall survive the termination of this Agreement for any claim arising during the term of the Agreement.

- 16.0 **Corporate Existence, Operation of Project, and Assignment of Agreement.** The Company shall maintain its existence, preserve and maintain its rights and privileges to conduct business in the State, and operate and maintain the Project substantially as proposed herein. The Company shall give the Council written notice of any change in the name or the location of its books and records, or of any substantial change in its business structure, or the nature of the operations conducted at the Project within thirty (30) days following the occurrence of such event.

This Agreement is a continuing obligation and shall (a) be binding upon the parties and their respective successors and assigns and (b) inure to the benefit of, and be enforceable by, the parties and their respective successors, transferees and assigns; provided, however, that the Company may not assign all or part of this Agreement without the written permission of the other parties to this agreement, which consent shall not be unreasonably withheld.

- 17.0 **Notification.** The Company must notify the Grantee and the Council if there are any changes in the status of the Company that will impact or alter the Company's ability to comply with this Agreement. All notices required or otherwise provided under this Agreement shall be deemed made upon mailing by first class mail, postage prepaid, and addressed to the other party as follows:

Notices to the Council shall be sent to:

Ms. Marcella S. Forrest
Program Manager, CCED Programs
South Carolina Coordinating Council for Economic Development
South Carolina Department of Commerce
1201 Main Street, Suite 1600
Columbia, SC 29201

Notices to Grantee shall be sent to:

Ms. Amanda F. Brock
Administrator
Oconee County
415 South Pine Street
Walhalla, South Carolina 29691

Notices to Company shall be sent to:

Mr. Michael Otterbach
Vice President, Parts Operations

MEYN America, LLC
1000 Evenflo Drive
Ball Ground, Georgia 29201

- 18.0 **Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.
- 19.0 **Governing Law and Jurisdiction.** This Agreement, any dispute, claim, or controversy relating to this Agreement, and all of the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. By executing this Agreement, the Company also agrees to submit to the jurisdiction of the courts of the State of South Carolina for all matters arising hereunder. In the event of a dispute, the Council shall have standing to represent the State of South Carolina.
- 20.0 **Freedom of Information.** The Company understands and agrees that (i) the Grantee and the Council are each a public body within the meaning of the South Carolina Freedom of Information Act, Title 30, Chapter 4 of the Code (the “Act”); (ii) the Grantee and the Council are each required to comply with the provisions of the Act by disclosing certain public records upon receipt of a written request; and (iii) after execution of this Agreement, this Agreement and all documents and other information incidental to this Agreement are subject to disclosure pursuant to Sections 30-4-40(a)(9) and 30-4-40(a)(5) of the Code upon request. Effective January 1, 2022, for any project approved and locating in a Tier I, II, or II County, the Council will confirm, in response to a valid request under Section 30-4-10, whether a project has average wages below \$15.00 per hour, excluding the top five percent of full-time positions.

If disclosure of this Agreement and related information is required, pursuant to Section 30-4-40(a)(5)(c) of the Code, the Council agrees to redact any information in this Agreement or any documents incidental thereto that is clearly marked by the Company as confidential and proprietary and has been provided to the Council for economic development or contract negotiation purposes. However, the Grantee, the Council, and their respective members, employees, and staff shall not be liable for the inadvertent release of any information contained in the Agreement or any other documents related to the Project, absent gross negligence or willful misconduct.

To the extent an action at law or equity is brought to require the disclosure of any information related to the Project, the Council reserves the right to include the Company in such action and the Company hereby agrees to bear all costs associated with defending such action.

- 21.0 **Events of Default.** The following shall constitute events of default by the Company under this Agreement:

- 21.1 any representation or warranty made by the Company herein that is false or misleading in any material respect at the time made;
- 21.2 failure of the Company to comply with all applicable statutory, policy and regulatory guidelines of the state government and the Council governing the use of SA funds;
- 21.3 failure of the Company to observe and perform any covenant, condition or agreement hereunder on its part to be performed and continuance of such failure for a period of thirty (30) days after receipt by the Company of written notice from the Council specifying the nature of such failure and requesting that it be remedied; provided, however, that if, by reason of the nature of such failure, the same cannot be remedied within the said thirty (30) days and the Company proceeds with reasonable diligence after receipt of the notice to cure the failure, the period may be extended upon the prior written consent of the Council;
- 21.4 the Company vacating the Project property and/or discontinuing operation of all or a significant portion of the Project for 60 days or more without the written consent of the Council;
- 21.5 the Company's consenting to the appointment of a receiver, trustee or liquidator of itself or of a substantial part of its property, or admitting in writing its inability to pay its debts generally as they come due, or making a general assignment for the benefit of creditors;
- 21.6 the Company's filing a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization in a proceeding under any bankruptcy laws (as now or hereafter in effect), or, by voluntary petition, answering or consenting, seeking relief under the provisions of any other now existing or future bankruptcy or other similar law providing for the reorganization or winding-up of corporations, or providing for an agreement, composition, extension or adjustment with its creditors;
- 21.7 the entry of an order, judgment, or decree in any proceeding by any court of competent jurisdiction appointing, without the consent of the Company, a receiver, trustee or liquidator of the Company or of any substantial part of its property, or sequestering any substantial part of its property, and any such order, judgment or decree of appointment or sequestration remaining in force undismissed, unstayed, or unvacated for a period of 90 days after the date of entry thereof; or
- 21.8 a petition against the Company in a proceeding under applicable bankruptcy laws or other insolvency laws as now or hereafter in effect is filed and not withdrawn or dismissed within 120 days thereafter, or if, under the provisions of any law providing for reorganization or winding-up of corporations which may apply to the Company, any court of competent jurisdiction shall assume jurisdiction, custody or control of it or of any substantial part of its property and such jurisdiction, custody

or control shall remain in force unrelinquished, unstayed or unterminated for a period of 120 days.

22.0 **Remedies.** If any event of default shall occur and be continuing, then the Council may undertake any of the remedial actions set forth in this Agreement. If any such event of default shall occur and be continuing, then the Council shall, to the extent permitted by law and without notice of any kind to the Company (except to the extent required by law or as expressly required herein), seek to enforce the rights of the Council hereunder by exercising any or all of the following remedies:

22.1 Refrain from extending any further assistance or Grant funds for the benefit of Company until such time as the Company is in full compliance with the terms and conditions of this Agreement;

22.2 Require Company's repayment of all or a portion of the Grant funds expended under this Agreement;

22.3 Cancel, terminate or suspend this Agreement; or

22.4 Take such other reasonable action as may be necessary to protect its rights and interests hereunder.

22.5 The foregoing does not limit any remedies available to Grantee in relation to a breach or default by Company of this Agreement; Grantee hereby reserves to itself all available remedies at law or in equity.

23.0 **Additional Remedial Provisions.**

23.1 No remedy herein conferred or reserved to the Council is intended to be exclusive of any other available remedy or remedies, but 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. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. A waiver of any particular breach or default under any provision hereof shall not operate as a waiver of any further or subsequent breach or default under such provision. The remedies herein provided are cumulative and not exclusive of any remedies provided by law, and any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Council to exercise any remedy reserved to them in this Agreement, it shall not be necessary to give notice other than such notice as may be required in this Agreement.

23.2 Neither the Grantee nor the Council shall be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Company if an event of default shall occur hereunder.

24.0 **Counterparts.** This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be fully executed by their authorized representatives under seal to be effective as of the date first written above.

GRANTEE:

Unit of Local Government

By:
Its: Chief Elected Official

MEYN AMERICA, LLC

By:
Its:

**COORDINATING COUNCIL FOR
ECONOMIC DEVELOPMENT**

By: Chris Huffman
Its: Executive Director

Exhibit A

Bidding Process to be used for Costs to be reimbursed with Grant Funds

1. Use full and open competition to the maximum extent practicable.
2. Permit acquisitions without competition only when the purchasing agent determines in writing, after conducting a good faith review of available sources, that there is only one source for the required timely supply, service, or construction item. A copy of such written determination must be included with any request to disbursement of grant funds to reimburse for the costs of such supply, service or construction item. In addition, the company must maintain a copy of such written determination as set forth in Section 12 of the Agreement.
3. Restrict competition only when necessary to satisfy a reasonable public requirement.
4. Provide clear, adequate, and sufficiently definite information about project needs to allow bidders to enter the acquisition on an equal basis.
5. Use reasonable methods to publicize bidding requirements and timely provide solicitation documents (including amendments, clarifications and changes in requirements).
6. State in solicitations the bases to be used for evaluating bids and proposals and for making the award.
7. Evaluate bids and proposals and make the award based solely on the criteria in the solicitation.
8. Grant maximum public access to procurement information subject to the Company's needs to protect its trade secrets, proprietary or confidential source selection information, and personal privacy rights.
9. Ensure that all parties involved in the bidding process participate fairly, honestly, and in good faith.
10. Recognize that adherence to these bidding process requirements is essential to maintenance of the integrity of the project.

Exhibit B

GRANT PERIOD ANNUAL REPORT

Grant #: C-22-3725

Grantee: Oconee County

Report for the Year Ended: _____

Minimum Investment Requirement \$10,800,000

Minimum Job Requirement: 25

Base Employment 0

Inspection, Record Keeping and Reporting:

Total investment in real and personal property at the Project as of the date of this report: \$ _____

Total number of new fulltime jobs filled by the Company at the Project as of the date of this report: _____

Average hourly wage rate of all fulltime jobs as of the date of this report \$ _____

Total amount of grant funds disbursed as of the date of this report: \$ _____

I declare the above information to be correct and complete, and that I am authorized to report this information.

Authorized Company Representative (Signature)

Date

Authorized Company Representative (Printed)

Title

Telephone Number

Please return to:
Coordinating Council for Economic Development
1201 Main Street, Suite 1600 ■ Columbia, SC 29201

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2023-19**

**A RESOLUTION RATIFYING, APPROVING, AND CONSENTING TO
THE PARTIAL ASSIGNMENT AND ASSUMPTION TO BASF METALS
LLC OF FEE AGREEMENTS BY AND BETWEEN BASF
CORPORATION AND OCONEE COUNTY, SOUTH CAROLINA; AND
PROVIDING FOR OTHER RELATED MATTERS.**

WHEREAS, Oconee County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized by the Code of Laws of South Carolina, 1976, as amended, particularly Title 12, Chapter 44 (“FILOT Act”): (a) to enter into a fee agreement with companies meeting the requirements of the FILOT Act, which identifies property of such companies as economic development property, to induce such companies to locate in the State of South Carolina (“State”) and to encourage companies now located in the State to expand their investments and thus make use of and employ workers and other resources of the State; and (b) to covenant with such companies to accept fees in lieu of ad valorem tax payments with respect to projects in the County;

WHEREAS, the County entered into two fee-in-lieu of tax agreements, dated as of December 1, 2011 and December 1, 2020, as they may have been amended, restated, supplemented, and/or modified, (collectively, “FILOT Agreements”), with BASF Corporation, a Delaware corporation (“Assignor”), wherein the County agreed to provide certain incentives with respect to the real property (and improvements and other property located thereon) as described in the FILOT Agreements;

WHEREAS, pursuant to one or more consummated transactions, which the County understands closed on July 1, 2023 (“Closing”), Assignor conveyed certain, but not all, property covered by the FILOT Agreements to BASF Metals LLC, a Delaware limited liability company (“Assignee”) (that property, “Transferred Property”), pursuant to an agreement between Assignor and Assignee, wherein and whereby Assignee would purchase the Transferred Property for the consideration expressed in such agreement;

WHEREAS, Assignor and Assignee desire to enter into Partial Assignment and Assumption of Fee Agreements, the substantially final form of which are attached to, and incorporated in, this Resolution as Exhibits A and B (“Assignment Agreements”), wherein and whereby Assignor would assign those relevant terms, covenants, conditions, and agreements of the FILOT Agreements to Assignee, and subject to the terms of the FILOT Agreements and the Assignment Agreements, Assignee shall assume the relevant terms, covenants, conditions, and agreements of the FILOT Agreements from Assignor, in each case to the extent such terms, covenants, conditions, and agreements relate to the Transferred Property; and

WHEREAS, Assignor and Assignee have requested that the County consent to the Assignment Agreements, including the transfer of the Transferred Property to Assignee, according to Section 4.12 of the FILOT Agreements and South Carolina Code Annotated section 12-44-120.

NOW, THEREFORE, BE IT RESOLVED by the County Council as follows:

Section 1. The County consents to the Assignment Agreements and acknowledges receipt of notice of the assignment and assumption related to the Transferred Property.

Section 2. The County consents to the release of the Assignor from its obligations under the FILOT Agreements with respect to the Transferred Property and liability with respect to all amounts due under the FILOT Agreements with respect to the Transferred Property arising after the Effective Date (as defined in the Assignment Agreements) of the Assignment Agreements and the assumption by Assignee of those obligations under the FILOT Agreements and liability with respect to all amounts due under the FILOT Agreements with respect to the Transferred Property arising after the Effective Date of the Assignment Agreements, provided, however, nothing in this Resolution or the Assignment Agreements relieves either

Assignor or Assignee of any liability with respect to the payment of *ad valorem* taxes, fee in lieu of taxes, or other amounts due and owing under the FILOT Agreements, and Assignor shall remain a party to, and bound by, the terms of the FILOT Agreements in relation to property that is subject to the FILOT Agreements but which is not transferred to Assignee.

Section 3. The County Council hereby authorizes the Chair of the County Council and other County staff, along with any designees and agents any of these officials deems necessary and proper, including the County Administrator and the County Attorney, in the name of and on behalf of the County (each, an “Authorized Individual”), to take whatever further actions, and enter into whatever further agreements, as are allowed by law and as any Authorized Individual deems to be reasonably necessary in connection with this Resolution to evidence the County’s acknowledgement and consent as described in this Resolution, including specifically the Assignment Agreements or similar instruments, and the Clerk to County Council is authorized to attest to the same.

Section 4. All orders, resolutions, and parts thereof in conflict with this Resolution are, to the extent of that conflict, repealed.

Section 5. This Resolution takes effect and is in full force from and after its passage by the Council.

Adopted: November 21, 2023.

OCONEE COUNTY, SOUTH CAROLINA

[SEAL]

By: _____
Matthew Durham, Chair of County Council

ATTEST:

Jennifer C. Adams, Clerk to County Council

EXHIBIT A
SUBSTANTIALLY FINAL FORM OF PARTIAL
ASSIGNMENT AND ASSUMPTION OF FEE AGREEMENT DATED DECEMBER 1, 2011

EXHIBIT B
SUBSTANTIALLY FINAL FORM OF PARTIAL
ASSIGNMENT AND ASSUMPTION OF FEE AGREEMENT DATED DECEMBER 1, 2020

**PARTIAL
ASSIGNMENT AND ASSUMPTION
OF DECEMBER 1, 2011 FEE AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF FEE AGREEMENT (“Assignment Agreement”) is made and entered into as of November 21, 2023 (“Effective Date”), by and among **BASF CORPORATION**, a Delaware corporation (“Assignor”), **BASF METALS LLC**, a Delaware limited liability company (“Assignee”), and **OCONEE COUNTY, SOUTH CAROLINA**, a body politic and corporate and political subdivision of the State of South Carolina (“County”).

W I T N E S S E T H:

WHEREAS, the County entered into that certain Fee Agreement dated as of December 1, 2011 with Assignor, as it may have been amended, restated, supplemented, and/or modified (collectively, “FILOT Agreement”), wherein the County agreed to provide certain incentives with respect to the real property (and improvements and other property located thereon) as described in the FILOT Agreement;

WHEREAS, pursuant to one or more consummated transactions, which the County understands closed on July 1, 2023 (“Closing”), Assignor conveyed certain, but not all, property covered by the FILOT Agreement to BASF Metals LLC, a Delaware limited liability company (“Assignee”) (that property, “Transferred Property”), pursuant to an agreement between Assignor and Assignee, wherein and whereby Assignee would purchase the Transferred Property for the consideration expressed in such agreement;

WHEREAS, Assignor and Assignee desire to enter into this Assignment Agreement, wherein and whereby Assignor would assign those relevant terms, covenants, conditions, and agreements of the FILOT Agreement to Assignee, and subject to the terms of the FILOT Agreement and this Assignment Agreement, Assignee shall assume the relevant terms, covenants, conditions, and agreements of the FILOT Agreement from Assignor, in each case to the extent such terms, covenants, conditions, and agreements relate to the Transferred Property; and

WHEREAS, Assignor and Assignee have requested that the County consent to this Assignment Agreement, including the transfer of the Transferred Property to Assignee, according to Section 4.12 of the FILOT Agreement and South Carolina Code Annotated section 12-44-120.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption of FILOT Agreement. Assignor does hereby sell, assign, transfer, and set over to Assignee all of Assignor’s right, title, interest, and obligations under the FILOT Agreement, and Assignee hereby accepts such assignment and assumes all of Assignor’s right, title, interest, and obligations under the FILOT Agreement in relation to the Transferred Property. Assignor shall remain a party to, and bound by, the terms of the FILOT Agreement in relation to property that is subject to the FILOT Agreement but which is not transferred to Assignee.

2. Consent to Assignment and Assumption of FILOT Agreement. This Assignment Agreement has been consented to by the County pursuant to County Council Resolution No. 2023-19, adopted on November 21, 2023. A copy of the FILOT Agreement being so partially assigned by Assignor to Assignee pursuant to this Assignment Agreement is attached to, and incorporated in, this Assignment Agreement as Exhibit A.

3. Mutual Indemnities. Assignor agrees to indemnify, defend and hold Assignee, its successors and assigns, harmless from and against any and all claims, actions, charges, fees and expenses (including, without limitation, reasonable attorneys’ fees and court costs) and liabilities that result directly from the failure of Assignor to perform its obligations under, or to observe the covenants and conditions in, the FILOT Agreement, provided that any such obligation accrued and that such failure occurred prior to the Effective Date. Assignee agrees to indemnify, defend and hold Assignor, its successors and assigns,

harmless from and against any and all claims, actions, charges, fees and expenses (including, without limitation, reasonable attorneys' fees and court costs) and liabilities that: (a) result directly from the failure of Assignee to perform its obligations under, or to observe the covenants and conditions in, the FILOT Agreement, provided that any such obligation accrued and that such failure occurred on or after the Effective Date; or (b) arise from any modification or amendment to the FILOT Agreement on or after the Effective Date.

4. Release. The County hereby releases Assignor from any breach by Assignee of Assignee's duties, obligations, and liabilities under the FILOT Agreement with respect to, and only, the Transferred Property, accruing on or after 11:59:59 p.m. on the Effective Date; provided, that this Section 4 shall not release Assignor from any other duties, obligations, or liabilities under the FILOT Agreement.

5. Notices. From and after the Effective Date, all notices delivered pursuant to the FILOT Agreement shall also be delivered to Assignee at the following addresses:

BASF Metals LLC
[ADDRESS]

With copies to:
[BASF Counsel address]

6. Amendment. This Assignment Agreement may be amended, modified or supplemented, and any provision hereof may be waived, only by written agreement of the parties hereto.

7. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.

8. Successors and Assigns. This Assignment Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment Agreement is not intended and shall not be deemed to confer upon or give any person except the parties hereto and their respective successors and permitted assigns any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Assignment Agreement.

9. Counterparts. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become binding when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed as of the Effective Date.

ASSIGNOR:
BASF CORPORATION,
a Delaware corporation

By: _____

Name: _____

Title: _____

ASSIGNEE:
BASF METALS LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the County hereby consents to this Assignment Agreement in accordance with the terms and provisions of the FILOT Agreement and the Act (as defined in the FILOT Agreement).

OCONEE COUNTY, SOUTH CAROLINA

[SEAL]

By: _____
Matthew Durham
Chair of County Council

ATTEST:

Jennifer C. Adams
Clerk to County Council

EXHIBIT A
EXECUTED PILOT AGREEMENT, DATED DECEMBER 1, 2011

**PARTIAL
ASSIGNMENT AND ASSUMPTION
OF DECEMBER 1, 2020 FEE AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF FEE AGREEMENT (“Assignment Agreement”) is made and entered into as of November 21, 2023 (“Effective Date”), by and among **BASF CORPORATION**, a Delaware corporation (“Assignor”), **BASF METALS LLC**, a Delaware limited liability company (“Assignee”), and **OCONEE COUNTY, SOUTH CAROLINA**, a body politic and corporate and political subdivision of the State of South Carolina (“County”).

W I T N E S S E T H:

WHEREAS, the County entered into that certain Fee Agreement dated as of December 1, 2020 with Assignor, as it may have been amended, restated, supplemented, and/or modified (collectively, “FILOT Agreement”), wherein the County agreed to provide certain incentives with respect to the real property (and improvements and other property located thereon) as described in the FILOT Agreement;

WHEREAS, pursuant to one or more consummated transactions, which the County understands closed on July 1, 2023 (“Closing”), Assignor conveyed certain, but not all, property covered by the FILOT Agreement to BASF Metals LLC, a Delaware limited liability company (“Assignee”) (that property, “Transferred Property”), pursuant to an agreement between Assignor and Assignee, wherein and whereby Assignee would purchase the Transferred Property for the consideration expressed in such agreement;

WHEREAS, Assignor and Assignee desire to enter into this Assignment Agreement, wherein and whereby Assignor would assign those relevant terms, covenants, conditions, and agreements of the FILOT Agreement to Assignee, and subject to the terms of the FILOT Agreement and this Assignment Agreement, Assignee shall assume the relevant terms, covenants, conditions, and agreements of the FILOT Agreement from Assignor, in each case to the extent such terms, covenants, conditions, and agreements relate to the Transferred Property; and

WHEREAS, Assignor and Assignee have requested that the County consent to this Assignment Agreement, including the transfer of the Transferred Property to Assignee, according to Section 4.12 of the FILOT Agreement and South Carolina Code Annotated section 12-44-120.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption of FILOT Agreement. Assignor does hereby sell, assign, transfer, and set over to Assignee all of Assignor’s right, title, interest, and obligations under the FILOT Agreement, and Assignee hereby accepts such assignment and assumes all of Assignor’s right, title, interest, and obligations under the FILOT Agreement in relation to the Transferred Property. Assignor shall remain a party to, and bound by, the terms of the FILOT Agreement in relation to property that is subject to the FILOT Agreement but which is not transferred to Assignee.

2. Consent to Assignment and Assumption of FILOT Agreement. This Assignment Agreement has been consented to by the County pursuant to County Council Resolution No. 2023-19, adopted on November 21, 2023. A copy of the FILOT Agreement being so partially assigned by Assignor to Assignee pursuant to this Assignment Agreement is attached to, and incorporated in, this Assignment Agreement as Exhibit A.

3. Mutual Indemnities. Assignor agrees to indemnify, defend and hold Assignee, its successors and assigns, harmless from and against any and all claims, actions, charges, fees and expenses (including, without limitation, reasonable attorneys’ fees and court costs) and liabilities that result directly from the failure of Assignor to perform its obligations under, or to observe the covenants and conditions in, the FILOT Agreement, provided that any such obligation accrued and that such failure occurred prior to the Effective Date. Assignee agrees to indemnify, defend and hold Assignor, its successors and assigns,

harmless from and against any and all claims, actions, charges, fees and expenses (including, without limitation, reasonable attorneys' fees and court costs) and liabilities that: (a) result directly from the failure of Assignee to perform its obligations under, or to observe the covenants and conditions in, the FILOT Agreement, provided that any such obligation accrued and that such failure occurred on or after the Effective Date; or (b) arise from any modification or amendment to the FILOT Agreement on or after the Effective Date.

4. Release. The County hereby releases Assignor from any breach by Assignee of Assignee's duties, obligations, and liabilities under the FILOT Agreement with respect to, and only, the Transferred Property, accruing on or after 11:59:59 p.m. on the Effective Date; provided, that this Section 4 shall not release Assignor from any other duties, obligations, or liabilities under the FILOT Agreement.

5. Notices. From and after the Effective Date, all notices delivered pursuant to the FILOT Agreement shall also be delivered to Assignee at the following addresses:

BASF Metals LLC
[ADDRESS]

With copies to:
[BASF Counsel address]

6. Amendment. This Assignment Agreement may be amended, modified or supplemented, and any provision hereof may be waived, only by written agreement of the parties hereto.

7. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.

8. Successors and Assigns. This Assignment Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment Agreement is not intended and shall not be deemed to confer upon or give any person except the parties hereto and their respective successors and permitted assigns any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Assignment Agreement.

9. Counterparts. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become binding when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]
[REMAINDER OF PAGE SUBSTANTIVELY BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed as of the Effective Date.

ASSIGNOR:
BASF CORPORATION,
a Delaware corporation

By: _____

Name: _____

Title: _____

ASSIGNEE:
BASF METALS LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the County hereby consents to this Assignment Agreement in accordance with the terms and provisions of the FILOT Agreement and the Act (as defined in the FILOT Agreement).

OCONEE COUNTY, SOUTH CAROLINA

[SEAL]

By: _____
Matthew Durham
Chair of County Council

ATTEST:

Jennifer C. Adams
Clerk to County Council

EXHIBIT A
EXECUTED PILOT AGREEMENT, DATED DECEMBER 1, 2020

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 21, 2023

ITEM TITLE:

Title: 2023 or Newer Tractor and Mower

Department(s): Solid Waste

Amount: \$115,454.60

FINANCIAL IMPACT:

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

Budget: **\$120,000.00** Project Cost: **\$115,454.60**

Balance: \$4,545.40

Finance Approval: _____

(Funding from One Time Capital Fund (340))

BACKGROUND DESCRIPTION:

The Fiscal year 2023-2024 One Time Capital Budget includes one (1) mowing tractor for Solid Waste.

The Solid Waste Department utilizes mowing tractors to maintain nearly 200 acres that includes the landfill property in Seneca, the closed landfill off Camp Road in Walhalla, and the properties surrounding the burn building and Emergency Services facilities on Camp Road.

After researching tractors and mowers that would meet the requirements of the department, staff determined that the Kubota M6-131DTC-F-1, four wheel drive tractor and Bush-Whacker 15' Batwing Mower would best meet the needs of the Solid Waste Department.

The new mowing tractor will replace a 2001 New Holland tractor with 2,260 hours. The New Holland Tractor was purchased from SC State Surplus and currently has a blown motor and a new motor is not available for replacement. The equipment being replaced will be sold as surplus. The Fleet Maintenance Director also approves this purchase.

Kubota Tractor Corporation was awarded Sourcewell Contract # 031121-KBA for Kubota Grounds Maintenance Equipment, Attachments and Accessories with Related Services; contract expires 4-30-2025.

Hall Manufacturing was awarded SC State Contract # 4400032469 for Mowers, Tractor Mounted, Front, Side or Rear. The mower will be shipped to Oakway Tractor, Inc. and they will install.

SPECIAL CONSIDERATIONS OR CONCERNS:

Kubota Tractor Corporations currently holds a Sourcewell contract for Grounds Maintenance Equipment, Attachments and Accessories with Related Services, contract # 031121-KBA; which offers 22% off list price. This Sourcewell Contract allows government agencies to purchase directly from the manufacturer or authorized dealers. Oakway Tractor, Inc of Seneca, SC is an authorized Kubota dealer.

Hall Manufacturing, Inc. currently holds SC State Contract for Mowers, Tractor Mounted, Front, Side or Rear, contract # 4400032469; which offers 45% off list Price. Oakway Tractor, Inc is an authorized dealer / reseller for Bush-Whacker equipment / products. Oakway Tractor, Inc. will set up, deliver and service the equipment for any warranty work required.

ATTACHMENT(S):

1. Oakway Tractor Sourcewell Quote (Tractor)
2. Sourcewell Contract Information
3. Hall Manufacturing, Inc., LLC Quote (Bush-Whacker Mower)
4. SC State Contract Information
5. Pricing Spreadsheet

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

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

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve the purchase of a 2023 or Newer Kubota Tractor to Oakway Tractor, Inc of Seneca, SC in the amount of \$95,691.07.
2. Approve the purchase of a 2023 or Newer Bush-Whacker Mower to Hall Manufacturing, Inc of North Little Rock, AZ in the amount of \$19,763.53.

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

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

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

Quote Provided By
 OAKWAY TRACTOR AND IMP. CO., INC.
 ANDY MYERS
 5671 WEST OAK HIGHWAY
 WESTMINSTER, SC 29693
 email: andy@oakwaytractor.com
 phone: 8649723640

-- Standard Features --

-- Custom Options --



M Series

M6-131DTC-F-1

4WD FARM TRACTOR, ELECTRO-HYDRAULIC SHUTTLE
 TRANSMISSION & CAB

*** EQUIPMENT IN STANDARD MACHINE & SPECIFICATIONS ***

DIESEL ENGINE

Kubota V6108 Direct Injection
 6.1L (374 cu. In.) 4 Cyl
 EPA Tier 4 Final Compliant
 Common Rail Electronic Fuel Injection
 Electronic Engine Management
 Turbocharged
 w/Wastegate and Intercooled
 Fuel Tank Capacity: 50.2 Gal
 130 Amp Alternator Cab
 12V 1090 CCA Battery
 SAE Gross HP: 131.6
 Engine Net HP: 123.2
 Max . PTO HP: 104.0
 @ 2200 Engine RPM

TRANSMISSION

24F/24R Intelli-Shift
 Three Range, 8-Speed Semi-
 Powershift
 Auto Shift Mode - Field & Road
 Auto 4WD Function
 Electro-Hydraulic Shuttle Shift
 Electro-Hydraulic Front & Rear Diff.
 Lock
 Clutch - Multi Plate Wet
 Planetary Final Drives
 Hydraulic Wet Disc Brakes

**EXHAUST EMISSION CONTROL
 TYPE**

DPF System (Diesel Particulate Filter)
 SCR System
 DEF Tank Capacity: 4.2 Gal

FRONT AXLE

Hydrostatic Power Steering
 4WD: Cast Iron, Bevel Gear Type
 Bi-Speed Turn Feature
 Planetary Final Drives
 Adj. (Rim) Tread Spacing

HYDRAULICS / HITCH / DRAWBAR

Open Center Gear Pump
 Max. Flow @ Rated Engine Speed:
 Power Steering: 14.6
 Impl. Flow: 20.4 gpm
 Total Flow: 35.0 gpm

FLUID CAPACITY

Cooling System: 15.4 qts
 Crankcase: 14.6 qts
 Hydraulics/Trans: 17.2 gal

REMOTE VALVES

(1) SCD (Self Canceling Detent)
 (1) FD (Float Detent)
 In-Cab Flow Control Adjustment

INSTRUMENTS

LCD readout for MPH and PTO rpm
 26 Mode LCD Readout
 Tachometer/Hour meter
 Oil Pressure
 Fuel Gauge
 Coolant Temperature
 Gear Speed Digital Light Indicator
 Digital Light Indicator F/R Direction
 (2) USB Ports

3 POINT HITCH & DRAWBAR

Cat II 3-point Hitch
 @ Lift Points: 8598 lbs
 @ 24" Behind: 6834 lbs
 2 External Lift Cylinders
 Electronic Position and Draft Control
 Telescoping Lower Links
 Stabilizers
 Swinging Drawbar - 4.5" Drop

GRAND-X CAB

4-post, ROPS Certified
 RH & LH Doors
 Tinted Glass Doors and Windows
 In-roof window/vent
 Tilt and Telescoping Steering Wheel
 Deluxe Air Ride Seat
 Dual Level Air Conditioning & Heater
 Front and Rear Wiper/Washer
 Front Sun Visor
 Rear View Mirror
 LH & RH Telescoping Side Mirrors
 Radio Ready Cab
 Steps, Left and Right Side
 Interior Dome Light
 12V - 30-Amp 2 Wire Coupler
 12V - 3 Pin 30-Amp Coupler
 12V - Outlet
 Cup Holder
 Instructor Seat Ready
 Horn

POWER TAKE OFF (540)

Live-Independent Hyd. PTO
 SAE 1 3/8" Six Spline
 540 rpm @ 1994 Eng. rpm
 SAE 1 3/8" Twenty-One Spline
 1000 rpm @ 2050 Eng. rpm

LIGHTING

2 Headlights - Tail lights
 4 Hazard Flasher Lights w/ Turn Signals
 2 Grille Mounted Worklights
 2 Front Cab Halogen Worklights
 2 Rear Halogen Worklights

SAFETY EQUIPMENT

Flip-Up PTO Shield
 Safety Start Switches
 Electric Key Shut Off
 Parking Brake

| | |
|---------------------------|---------------------|
| M6-131DTC-F-1 Base Price: | \$113,945.00 |
| <u>Configured Price:</u> | <u>\$113,945.00</u> |
| Sourcewell Discount: | (\$25,067.90) |
| SUBTOTAL: | \$88,877.10 |
| Factory Assembly: | \$260.00 |
| Dealer Assembly: | \$0.00 |
| Freight Cost: | \$737.50 |
| PDI: | \$400.00 |

Total Unit Price: \$90,274.60
 Quantity Ordered: 1
 Final Sales Price: \$90,274.60

**Final pricing will be based upon pricing at the time of
 final delivery to Sourcwell members.
 Purchase Order Must Reflect Final Sales Price.**

**To order, place your Purchase Order directly with the quoting
 dealer**

Turn Signals
SMV Sign
7-Pin Electrical Trailer Connector

SELECTED TIRES

AMR8560A & AMR8989A

FRONT - 380/85R24 R1W GOODYEAR OPTTRAC WAF

REAR - 460/85R38 R1W GOODYEAR OPT PAVT CAST

***Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.37.5

Kubota

Grounds maintenance equipment

#031121-KBA

Maturity Date: 4/30/2025

| |
|---|
| Products & Services  |
| Buy Sourcewell |
| Documents |
| Contact Information |

- Implements
- Hay tools
- Spreaders
- Compact construction equipment
- Utility-class construction equipment
- Lawn & garden equipment
- Commercial turf products
- Utility vehicles

Locate your local dealer or representative [🔗](#)

(nongovernment site)



Sourcewell Contract 031121-KBA



| Equipment Type | Model | Series | Discount |
|------------------------|------------------------------|--------|----------|
| Tractors | Tractors | B | 22% |
| Tractors | Tractors | BX | 22% |
| Tractors | Tractors | L | 22% |
| Tractors | Tractors | LX | 22% |
| Tractors | Tractors | M | 22% |
| Tractors | Tractors | MX | 22% |
| Turf | Residential/Commercial Mower | F | 22% |
| Turf | Residential/Commercial Mower | GR | 22% |
| Turf | Residential/Commercial Mower | T | 22% |
| Turf | Residential/Commercial Mower | Z | 22% |
| Turf | Residential/Commercial Mower | SZ | 22% |
| Turf | Residential/Commercial Mower | W | 22% |
| Turf | Residential/Commercial Mower | ZG | 22% |
| Turf | Residential/Commercial Mower | ZD | 22% |
| Tractor/Loader/Backhoe | Tractor/Loader/Backhoe | TLB | 22% |
| Land Management | Disc Mowers | DM | 22% |
| Land Management | Rotary Tedders | TE | 22% |
| Land Management | Rotary Rakes | RA | 22% |
| Land Management | Spreaders | VS | 22% |



Date: 10/23/2023

Quote Number: 18193

QUOTE

Page: 1 of 1

| | |
|--|---|
| <p>Quote To: Oconee County Solid Waste 15028 Wells Hwy Seneca, SC 29678</p> <p>Phone:</p> | <p>Expires: 11/6/2023</p> <p>Sales Person: Chuck Wood CWood@halltank.com</p> |
|--|---|

*SC Contract# 4400032469
 45% off MSRP*

| Line | Part | Description | MSRP | Expected Qty | Unit Price | Ext Price |
|------|---------------------|--|-----------|--------------|--------------|-----------|
| 1 | ST180-1-163-164-293 | Complete ST-180 Extreme Duty Mower includes Option 1: Under Deck Ring Option 163: Independent ST-180 wing cylinders for DOT mowers Option 164: Quick disconnect couplers on tractor end of cylinder hoses 1 per hose Option 293: Mechanical Linkage | 33,899.72 | 1.00 | EA 18,644.84 | 18,644.84 |

Taxes

| Line | Tax Description | Taxable Amount | Percent | Tax Amount |
|------|-----------------|----------------|---------|------------|
| 1 | SOUTH CAROLINA | 18,644.84 | 6.00 % | 1,118.69 |

| | |
|--------------------|------------------|
| Lines Total | 18,644.84 |
| Total Taxes | 1,118.69 |
| Quote Total | 19,763.53 |

HALL MANUFACTURING, LLC. is the supplier of OEM replacement parts for BUSH-WHACKER rotary mowers. Hall Manufacturing, LLC. is NOT an original equipment manufacturer parts supplier for ALAMO, TERRAIN KING, MOTT, TRIUMPH, RHINO, M&W, or TIGER equipment. HALL MANUFACTURING, LLC. also supplies NON-OEM replacement parts compatible with HARDEE, SIDE-WINDER, and SHULTE brand mowers.



PROCUREMENT SERVICES

Contract 4400032469

[Back to Initial Screen](#)

Validity Start 08/07/2023

Validity End 08/06/2026

Target Value \$ 672,320.00

Bid Invitation [5400025457](#)

Contract Notes

Vendor 7000058734

Vendor Address HALL MANUFACTURING INC
3706 E WASHINGTON AVE
NORTH LITTLE ROCK AR 72119

District PULASKI

E-mail tgring@bush-whacker.com

Telephone (501) 945-7550

Fax Number (501) 945-7550

Minority Status Not Applicable

Home Page <http://www.bush-whacker.com>

Other URL

Vendor Contacts

3 Contacts found, displaying all Contacts.

| Contact Name | Function | Phone | E-mail |
|-----------------------------|----------------------|------------------------|--|
| GRING, THOMAS | Primary Contact | (501) 945-7550 | tgring@bush-whacker.com |
| LTUSTISON@BUSH-WHACKER.COM, | AP control - Contact | | |
| TUSTISON, LEIGH ANN | ACCOUNTS RECEIVABLE | (501) 945-7550 ext 222 | ltustison@bush-whacker.com |

Attachments

One Attachment found.

| Attachment Title | Date/Time Posted |
|-------------------------|------------------------|
| ItA.pdf | 07/24/2023 08:50:16 AM |

Contract Items

2 Items found, displaying all Items.

| Item Pricing | | | |
|--------------|--|----------------------------------|-----------------------------------|
| 00001 | Mowers, Tractor Mounted | Unit Price: \$ 336,160.00 | Total Price: \$ 336,160.00 |
| | Material Group: 97508 - agricultural tractors, mowers, implements and accessories rental or lease | | |
| | Agency: Statewide | | |
| 00002 | Mowers, Tractor Mounted | | |
| | Material Group: 97508 - agricultural tractors, mowers, implements and accessories rental or lease | | |
| | Agency: Statewide | | |

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Statewide Term Contracts

Large Tractors & Mowers - 75.1 - 340 PTO HP

Classification Contract Type Manager Phone#
Goods & Services StateTerm [Portia Davis](#) 803.737.5473

Description:

This is a statewide contract for the provision of agricultural tractors, mowers and multi-purpose units in the horsepower ranges listed. Any state agency, political subdivision, county government, municipal government, or other entity authorized to use state contracts may place orders.

When tractors and mowers are purchased as a unit, it will be the responsibility of the mower manufacturer to provide the mowers, install, and certify that the installation has been made at the mower factory or mower's authorized dealer on an approved make and model tractor and that the installation and operational loads do not exceed the tractor manufacturer limitations. State contract customers are not responsible for installing mowers and equipment on tractors. It will be the mower/mower dealer companies' responsibility and expense to arrange all installation of said equipment. All associated pricing for installation labor and/or supplies is included with the cost of the mower.

Each individual contract includes every model mower and/or tractor for the named Manufacturer's complete line of equipment in the PTO Horsepower ranges listed. Awards were made pursuant to each of the following categories of equipment

Mowers, Tractor Mounted, Front, Side, or Rear

Manufacturers:

- Alamo
- Bush-Whacker
- Diamond
- John Deere
- Terrain King

Tractors, Wheel Type, Industrial, 75.1 – 95 PTO HP

Manufacturers:

- ASV Holdings
- Case IH
- John Deere
- New Holland

Tractors, Wheel Type, Industrial, 95.1 – 140 PTO HP

* Same manufacturers as Tractors, Wheel Type, Industrial, 75.1 – 95 PTO HP

Tractors, Wheel Type, Industrial, 140.1 – 225 PTO HP

Manufacturers:

- Case IH
- John Deere

- New Holland

Tractors, Wheel Type, Industrial, 225.1 – 340 PTO HP

*Same manufacturers as Tractors, Wheel Type, Industrial, 140.1 – 225 PTO HP

Mult-Purpose Units

Manufacturers:

- Alamo
- ASV Holdings
- Atmax
- Energreen

Large Tractors & Mowers

Start Date: 08/07/2023 | **End Date:** 08/06/2026

Solicitation#: 5400025457

Vendor: Alamo Group (TX) Inc.

Contract#: 4400032501

Vendor#: 7000197845

Email: sguhr@alamo-group.com

Address: 1502 E Walnut St., Seguin, TX 78155

Phone#: (830) 832-1776

Manufacturer: Mantis

Multi-Purpose Units

Percentage Discounts Off Price List - 25%

Factory Installed Attachments & Accessories - 25%

Dealer Installed Attachments & Accessories - 25 %

Warning Light Installation - TBD

Equipment Tiedowns Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed) - \$695.00

Additional Discount for orders of three (3) or more units: 2 %

Discount for units picked up by agency at dealer's SC location - \$250.00

DELIVERY (DAYS ARO): 90

Alamo Group (TX) Inc. Dealer List:

| Dealer | Dealer Web Site | Contact | Contact Email |
|---|---|--------------|--|
| Sparrow & Kennedy Tractor Co. - 462 Sumter Hwy, Bishopville, SC 29010 (803)484-5442 | https://www.sparrowkennedy.com/ | Travis Wilks | travisw@sparrowkennedy.com |
| Sparrow & Kennedy Tractor Co. - 105 Corley Mill Rd, Lexington, SC 29072 (803)957-6642 | https://www.sparrowkennedy.com/ | Travis Wilks | travisw@sparrowkennedy.com |
| Sparrow & Kennedy Tractor Co. - 305 E Boyce St, Manning, SC 29102 (803)435-8807 | https://www.sparrowkennedy.com/ | Travis Wilks | travisw@sparrowkennedy.com |
| Sparrow & Kennedy Tractor Co. - 2060 S Live Oak Dr, Moncks Corner, SC 29461 (843)761-3822 | https://www.sparrowkennedy.com/ | Travis Wilks | travisw@sparrowkennedy.com |
| Sparrow & Kennedy Tractor Co. - 5730 Savannah Hwy, Ravenel, SC 29470 (843)769-9881 | https://www.sparrowkennedy.com/ | Travis Wilks | travisw@sparrowkennedy.com |
| Sparrow & Kennedy Tractor Co. - 2712 US 52 Hwy, Scranton, SC 29591 (843)389-2727 | https://www.sparrowkennedy.com/ | Travis Wilks | travisw@sparrowkennedy.com |
| Sparrow & Kennedy Tractor Co. - 4328 Alligator Rd, Timmons ville, SC 161 (843)346-3130 | https://www.sparrowkennedy.com/ | Travis Wilks | travisw@sparrowkennedy.com |

Contact: Steven Guhr

Vendor: Atmax Equipment Co

Contract#: 4400032503

Vendor#: 7000156282

Email: nealc@mowermax.com

Address: 6902 E. 7th Ave., Tampa FL 33619

Phone#: 423-595-4897

Manufacturer: MowerMax Boom Mower

Multi-Purpose Units

Percentage Discounts Off Price List - 35%

Factory Installed Attachments/Implements & Accessories - 35 %
Dealer Installed Attachments/Implements & Accessories - 35 %
Warning Light Installation - Included
Equipment Tiedown Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed) - Included
Additional Discount for orders of three (3) or more units - n/a
Discount for units picked up by agency at dealer's SC location - n/a

DELIVERY (DAYS ARO): 90-120

Contact: Neal Coulter

Vendor: Deere & Company (John Deere)

Contract#: 4400032468

Vendor#: 7000024002

Address: 2000 John Deere Run, Cary NC 27513

Fax#: 800-358-5010

Manufacturer: John Deere

Mowers, Tractor Mounted, Front, Side, or Rear

Percentage Discounts Off Price List - 25%

Factory Installed Attachments & Accessories - 25 %
Dealer Installed Attachments & Accessories - 25 %
Additional Discount for orders of three (3) or more units - 1% (3-4), 2% (5-6), 3% (7-8) or 4% (9 or more)
Equipment Tiedown Installation, Stenciling & Centerline Markings - \$600.00
Discount for units picked up by agency at dealer's SC location - n/a
Warning Light Installation - TBD

DELIVERY (DAYS ARO): 90-365

Tractors, Wheel Type, Industrial, 75.1 – 95 PTO HP

Percentage Discounts Off Price List - 25%

Factory Installed Attachments/Implements & Accessories - 25 %
Dealer Installed Attachments/Implements & Accessories - 25 %
Warning Light Installation - TBD
Equipment Tiedown: Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed) - \$600.00
Additional Discount for orders of three (3) or more units - 1% (3-4), 2% (5-6), 3% (7-8) or 4% (9 or more)
Discount for units picked up by agency at dealer's SC location - n/a

DELIVERY (DAYS ARO): 90-365

Tractors, Wheel Type, Industrial, 95.1 – 140 PTO HP

Percentage Discounts Off Price List - 25%

Factory Installed Attachments/Implements & Accessories - 25 %
Dealer Installed Attachments/Implements & Accessories - 25 %
Warning Light Installation - TBD
Equipment Tiedown Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed) - \$600.00
Additional Discount for orders of three (3) or more units - 1% (3-4), 2% (5-6), 3% (7-8) or 4% (9 or more)
Discount for units picked up by agency at dealer's SC location - n/a

DELIVERY (DAYS ARO): 90-365

Tractors, Wheel Type, Industrial, 140.1 – 225 PTO HP

Percentage Discounts Off Price List - 25%

Factory Installed Attachments/Implements & Accessories - 25 %
Dealer Installed Attachments/Implements & Accessories - 25 %
Warning Light Installation - TBD
Additional Discount for orders of three (3) or more units - 1% (3-4), 2% (5-6), 3% (7-8) or 4% (9 or more)
Equipment Tiedown Installation, Stenciling & Centerline Markings (For tractors bought without mowers installed) - \$600.00
Discount for units picked up by agency at dealer's SC location - n/a

DELIVERY (DAYS ARO) - 90-365

Tractors, Wheel Type, Industrial, 225.1 – 340 PTO HP

Percentage Discounts Off Price List - 25%

Factory Installed Attachments/Implements & Accessories - 25 %
Dealer Installed Attachments/Implements & Accessories - 25 %

Warning Light Installation - TBD
 Equipment Tiedown Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed) - \$600.00
 Additional Discount for orders of three (3) or more units: 1% (3-4), 2% (5-6), 3% (7-8) or 4% (9 or more)
 Discount for units picked up by agency at dealer's SC location - n/a

DELIVERY (DAYS ARO): 90-365

Contact: Andrew Roman

| Dealer Name | Address | City | State | Zip Code | Contact | Phone | Fax | Dealer Email |
|------------------------------|---------------------------|----------------|-------|----------|-----------------|------------|------------|------------------------------------|
| AG-PRO | 3022 NORTH MAIN STREET | ANDERSON | SC | 29621 | Gov't Sales Rep | 8644378898 | 0000000000 | WANDERSONGM@AGPROCO.COM |
| AG-PRO | 2050 SANDIFER BLVD | SENECA | SC | 29678 | Gov't Sales Rep | 8648823161 | 8648826721 | WSENECAGM@AGPROCO.COM |
| AG-PRO | 1509 ASHVILLE HIGHWAY | SPARTANBURG | SC | 29303 | Gov't Sales Rep | 8645838433 | 8645855230 | WSPARTANBURGGM@AGPROCO.COM |
| AG-PRO | 722 MAULDIN ROAD | GREENVILLE | SC | 29607 | Gov't Sales Rep | 8642991727 | 8645271051 | WGREENVILLEGM@AGPROCO.COM |
| AG-PRO | 5046 HIGHWAY 29 N | WILLIAMSTON | SC | 29697 | Gov't Sales Rep | 8648478400 | 8648478888 | WILLIAMSTONGM@AGPROCO.COM |
| BEARD EQUIPMENT COMPANY | 9454 S. JACOB SMART BLVD | RIDGELAND | SC | 29936 | Gov't Sales Rep | 8887468837 | 8778119949 | JOHNDEEREEMAILS@BEARDEQUIPMENT.COM |
| BEARD EQUIPMENT COMPANY | 701 SANDY SPRINGS ROAD | PIEDMONT | SC | 29673 | Gov't Sales Rep | 8645271050 | 8645271051 | JOHNDEEREEMAILS@BEARDEQUIPMENT.COM |
| BLANCHARD EQUIPMENT CO. INC. | 100 GUESS BOULEVARD | HAMPTON | SC | 29924 | Gov't Sales Rep | 8039430012 | 8039430215 | AUGUSTA@BLANCHARDEQUIPMENT.COM |
| BLANCHARD EQUIPMENT CO. INC. | 2927 COLONEL THOMSON HWY | ST MATTHEWS | SC | 29135 | Gov't Sales Rep | 8035702300 | 8038743423 | AUGUSTA@BLANCHARDEQUIPMENT.COM |
| BLANCHARD EQUIPMENT CO. INC. | 1080 FIVE CHOP ROAD | ORANGEBURG | SC | 29115 | Gov't Sales Rep | 8035343141 | 8035343567 | AUGUSTA@BLANCHARDEQUIPMENT.COM |
| BLANCHARD EQUIPMENT CO. INC. | 1827 BY-PASS 72 NORTHEAST | GREENWOOD | SC | 29649 | Gov't Sales Rep | 8648335337 | 8648335349 | AUGUSTA@BLANCHARDEQUIPMENT.COM |
| BLANCHARD EQUIPMENT CO. INC. | 1426 WILSON ROAD | NEWBERRY | SC | 29108 | Gov't Sales Rep | 8032763083 | 8032762633 | AUGUSTA@BLANCHARDEQUIPMENT.COM |
| BLANCHARD EQUIPMENT CO. INC. | 146 OLD WAGENER ROAD | AIKEN | SC | 29801 | Gov't Sales Rep | 8036487884 | 8036482669 | AUGUSTA@BLANCHARDEQUIPMENT.COM |
| BLANCHARD EQUIPMENT CO. INC. | 1100 WEST MAIN STREET | RIDGE SPRING | SC | 29129 | Gov't Sales Rep | 8036740043 | 8036852029 | AUGUSTA@BLANCHARDEQUIPMENT.COM |
| BLANCHARD EQUIPMENT CO. INC. | 684 HWY 15 NORTH | SAINT GEORGE | SC | 29477 | Gov't Sales Rep | 8435634522 | 8435639557 | AUGUSTA@BLANCHARDEQUIPMENT.COM |
| BOYD TIRE & BATTERY SERVICE | 110 N MAIN STREET | CLOVER | SC | 29710 | Gov't Sales Rep | 8032223231 | | BOYDTIRE@BELLSOUTH.NET |
| CAROLINA LAWN AND TRACTOR | 4389 WADE HAMPTON BLVD | TAYLORS | SC | 29687 | Gov't Sales Rep | 8642921842 | 8642920978 | TRACTORC@BELLSOUTH.NET |
| JAMES RIVER EQUIPMENT | 380 ANDERSON ROAD N | ROCK HILL | SC | 29730 | Gov't Sales Rep | 8033251555 | 8033251506 | ROCKHILLAG@JAMESRIVEREQUIPMENT.COM |
| QUALITY EQUIPMENT, LLC | 1424 HIGHWAY 9 BUS WEST | LORIS | SC | 29569 | Gov't Sales Rep | 8437586021 | 8437580518 | LORIS@QUALITYEQUIP.COM |
| QUALITY EQUIPMENT, LLC | 2212 HIGHWAY 9 EAST | CLIO | SC | 29525 | Gov't Sales Rep | 8435862282 | 8435862671 | CLIO@QUALITYEQUIP.COM |
| REVELS TURF AND TRACTOR, LLC | 3420 MACKLIN ROAD | MYRTLE BEACH | SC | 29588 | Gov't Sales Rep | 8432934600 | 8432934602 | REVTRAC@REVELSTRACTOR.COM |
| SPARROW & KENNEDY TRACTOR | 305 EAST BOYCE STREET | MANNING | SC | 29102 | Gov't Sales Rep | 8034358807 | 8034354722 | DG@SPARROWKENNEDY.COM |
| SPARROW & KENNEDY TRACTOR | 5730 SAVANNAH HIGHWAY | RAYENEL | SC | 29470 | Gov't Sales Rep | 8437699881 | 8437699858 | BEN@SPARROWKENNEDY.COM |
| SPARROW & KENNEDY TRACTOR | 105 CORLEY MILL ROAD | LEXINGTON | SC | 29072 | Gov't Sales Rep | 8039576642 | 8039578329 | LEXINGTON@SPARROWKENNEDY.COM |
| SPARROW & KENNEDY TRACTOR | 2060 SOUTH LIVE OAK DRIVE | MONCK'S CORNER | SC | 29481 | Gov't Sales Rep | 8437613822 | 8437617899 | SPARROWKENNEDY@HOMESC.COM |
| SPARROW & KENNEDY TRACTOR | 402 SUMTER HWY | BISHOPVILLE | SC | 29010 | Gov't Sales Rep | 8034845442 | 8034845148 | BISHOPVILLE@SPARROWKENNEDY.COM |
| SPARROW & KENNEDY TRACTOR | 4328 ALLIGATOR ROAD | TIMMONSVILLE | SC | 29161 | Gov't Sales Rep | 8433463130 | 8433464536 | TIMMONSVILLE@SPARROWKENNEDY.COM |
| SPARROW & KENNEDY TRACTOR | 2712 HIGHWAY 52 | SCRANTON | SC | 29591 | Gov't Sales Rep | 8433992727 | 8433997259 | BRIANPOSTON@SPARROWKENNEDY.COM |

Vendor: Energreen America Inc

Contract#: 4400032500

Vendor#: 7000274034

Email: mike.pereny@energreenamerica.com

Address: 1242 Nowells Drive, Augusta, GA 30901

Phone#: 813-545-6185

Manufacturer: Energreen

Multi-Purpose Units

Percentage Discounts Off Price List - 20%

Factory Installed Attachments/Implements & Accessories - 20 %
 Dealer Installed Attachments/Implements & Accessories - 20 %
 Warning Light Installation - TBD
 Equipment Tiedown Installation, Stenciling, & Centerline Markings (For tractors bought without mowers installed) - \$600
 Additional Discount for orders of three (3) or more units - n/a
 Discount for units picked up by agency at dealer's SC location - \$400.00

DELIVERY (DAYS ARO): 180

Contact: Mike Pereny

Vendor: Hall Manufacturing LLC

Contract#: 4400032469

Vendor#: 7000058734

Email: aagar@bush-whacker.com

Address: PO Box 5638, North Little Rock AR 72119

Phone#: (501) 945-7550

Manufacturer: Halls Manufacturing

Mowers, Tractor Mounted, Front, Side, or Rear

Percentage Discounts Off Price List - 45%

Factory Installed Attachments & Accessories - 45%
 Dealer Installed Attachments & Accessories - 45%
 Additional Discount for orders of three (3) or more units - n/a
 Equipment Tiedown Installation, Stenciling & Centerline Markings - n/a
 Discount for units picked up by agency at dealer's SC location - n/a
 Warning Light Installation - TBD

DELIVERY (DAYS ARO): 90

Contact: Andre Agar

Vendor: Sparrow & Kennedy Tractor Co Inc.
Contract#: 4400032502
Vendor#: 7000123561
Email: brianjelrod@yahoo.com
Address: 2712 W. US Hwy 52, Scranton SC 29591
Phone#: 803-518-4385
Mowers, Tractor Mounted, Front, Side, or Rear

Manufacturer: Tiger Mowers
Percentage Discounts Off Price List - 23%

Factory Installed Attachments & Accessories - 23%
Dealer Installed Attachments & Accessories - 23%
Additional Discount for orders of three (3) or more units - 1%
Equipment Tiedown Installation, Stenciling & Centerline Markings - \$900.00
Discount for units picked up by agency at dealer's SC location - \$500.00
Warning Light Installation - TBD

DELIVERY (DAYS ARO): 180

Mowers, Tractor Mounted, Front, Side, or Rear

Manufacturer: Alamo Industrial
Percentage Discounts Off Price List - 20%

Factory Installed Attachments & Accessories - 20%
Dealer Installed Attachments & Accessories - 20%
Additional Discount for orders of three (3) or more units - n/a
Equipment Tiedown Installation, Stenciling & Centerline Markings - \$650.00
Discount for units picked up by agency at dealer's SC location - n/a
Warning Light Installation - TBD

DELIVERY (DAYS ARO): 180

Division of Procurement Services
1201 Main St., Suite 600 | Columbia, SC 29201
MAIN: 803.737.0600 | **FAX:** 803.737.0639



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Kubota Tractor and Bush-Whacker Mower

| Kubota M6-131DTC-F-1 Tractor | |
|--|---------------------|
| Sourcewell Contract # 031121-KBA | |
| Tractor | \$113,945.00 |
| Sourcewell Contract Discount (22%) | \$25,067.90 |
| Factory Assembly | \$260.00 |
| Freight | \$737.50 |
| PDI | \$400.00 |
| Sub-Total | \$90,274.60 |
| Sales Tax (6%) | \$5,416.47 |
| Total Price for Tractor | \$95,691.07 |
| Bush-Whacker ST-180 Extreme Duty Mower | |
| SC State Contract Number 4400032469 | |
| Mower | \$33,899.72 |
| SC State Contract Discount - 45% | \$15,254.88 |
| Sub-Total | \$18,644.84 |
| Sales Tax | \$1,118.69 |
| Total Add On Equipment | \$19,763.53 |
| Grand Total | |
| Kubota Tractor & Bush-Whacker Mower | \$115,454.60 |

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 21, 2023

ITEM TITLE:

Title: Purchase of a 25-Patient Mass Casualty Trailer

Departments: Emergency Services

Amount: \$76,950.00

Contingency: \$ 8,050.00

Total: \$85,000.00

FINANCIAL IMPACT:

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

Budget: \$85,000.00 Project Cost: \$85,000.00 Balance: \$0.00

(Funding is 100% Grant)

Finance Approval: _____

BACKGROUND DESCRIPTION:

This request is for the purchase of a 25 Patient Mass Casualty Trailer with equipment. This trailer will have emergent life-saving equipment, a generator, and foldable cots. It will have the capability to be pre-deployed to high population events such as festivals and gatherings, mass patient surge(s) within Oconee County and / or within the Upstate that is in need of the services that this trailer houses. There will be enough supplies to treat up to 25 patients. The Fleet Maintenance Director also approves this purchase.

The County is utilizing the North Carolina Sheriffs' Association contract through a cooperative purchasing agreement. The contract discount is 6% off the MSRP of the trailer and 6% off the MSRP price of options.

SPECIAL CONSIDERATIONS OR CONCERNS:

Southeastern Specialty Vehicles of Henderson, NC holds the North Carolina Sheriffs' Association contract for Mass Casualty Trailers, contract number 23-03-0524R. The North Carolina Sheriff's Association contract allows all County and City Government Agencies to purchase, from this contract, directly from the awarded vendors.

Emergency Services received a grant award from the Upstate Healthcare Coalition, in the amount of up to \$85,000.00 for the purchase of a Mass Causality Trailer with equipment. There is no grant match required for this grant.

This trailer is built to order; therefore, staff is requesting a contingency amount of \$8,050.00 to cover any unforeseen items that may arise.

ATTACHMENT(S):

1. NC Sheriffs Association Bid Award, Contract # 23-03-0524R.
2. Southeastern Specialty Vehicles Proposal
3. Grant Award Letter

STAFF RECOMMENDATION:

It is the staff's recommendation that Council;

1. Approve the purchase of a 25 Patient Mass Casualty Trailer and equipment to Southeastern Specialty Vehicles of Henderson, NC, in the amount of \$76,950.00, plus a contingency in the amount of \$8,050.00, for a total award of \$85,000.00.
2. Authorize the County Administrator to execute documents for this grant project and sign any change orders within the contingency amount.

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

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

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

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

Bid Award**Contract:** 23-03-0524R, Fire/EMS/Law Enforcement Specialty Vehicles**Group:** Fire Vehicle/Apparatus**Item:** 759, Southeastern Specialty Vehicles, Mass Casualty Trailers, 25 Patient Mass Casualty Trailer & Equipment**Description:** Manufacturer`s standard base unit specifications and current model year for the model/model number listed.**Model Upgrade/Downgrade:** Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

| Zone | Vendor | Percent (Taken off MSRP for base price) | Percent (Taken off MSRP for options) | Build File | Options File |
|-----------|------------------------------------|---|--|---------------|-----------------|
| Statewide | Southeastern Specialty Vehicles | 6.00% | 6.00% | Build | Options |



**NORTH CAROLINA SHERIFF'S ASSOCIATION
SOUTHEASTERN SPECIALTY VEHICLES MCI TRAILER**

25 PATIENT RESPONSE TRAILER-LENGTH 16'

ADP STORAGE SHELVING W/CARGO NETTING
LED INTERIOR LIGHTING
PLASTIC STORAGE CONTAINERS-COLORED FOR EQUIPMENT IDENTIFICATION
25 SPINEBOARDS
MEDICAL SUPPLIES/EQUIPMENT NEEDED TO TREAT 25 PATIENTS

6% COST DISCOUNT
6% OPTIONAL EQUIPMENT DISCOUNT

PAYMENT UPON DELVIVERY.

FOB 911 MARTIN CREEK ROAD HENDERSON, NORTH CAROLINA

Email: info@ssvsales.com
Phone: 866-640-2028 Ext. 5101 or 2221

PHONE 866-640-2028

FAX 252-430-1503

911 Martin Creek
Henderson, NC 27537
www.SSVsales.com

North Carolina Sheriffs' Association
2023-2024 Fire/EMS/Law Enforcement Specialty Vehicles Awarded Vendors
Bid 23-03-0524R and Bid 24-04-0524

(Effective June 18th, 2023 - June 17th, 2024)

| BID 23-03-0524R AWARDED VENDORS | POINT OF CONTACT | EMAIL ADDRESS | OFFICE PHONE | MOBILE PHONE | FAX NUMBER | ADDRESS | CITY, STATE, ZIP | TERRITORY COVERED |
|--|---------------------|-------------------------------|-----------------------|----------------|----------------|--------------------------------|--------------------------|---|
| Anchor-Richey Emergency Vehicle Services, Inc. | Shayla Nelson | snelson@anchor-richeyevs.com | (828) 495-8145 | (828) 310-1085 | (828) 495-3025 | 241 Advent Church Road | Taylorsville, NC 28681 | NC, SC, TN |
| Anchor-Richey Emergency Vehicle Services, Inc. | Matthew Richey | mrichey@anchor-richeyevs.com | (828) 495-8145 | (828) 381-1600 | (828) 495-3025 | 241 Advent Church Road | Taylorsville, NC 28681 | NC, SC, TN |
| Anchor-Richey Emergency Vehicle Services, Inc. | Chip Duncan | cduncan@anchor-richeyevs.com | (828) 495-8145 | (828) 310-5010 | (828) 495-3025 | 241 Advent Church Road | Taylorsville, NC 28681 | NC, SC, TN |
| Excel Truck Group - Charlotte | Terry Keith | tkeith@exceltg.com | (800) 277-1038 | (704) 957-6957 | (704) 597-7802 | 4633 Equipment Drive | Charlotte, NC 28269 | Lower 48 |
| Excel Truck Group - Charlotte | Tony Lyerly | tlyerly@exceltg.com | (800) 277-1038 | (704) 506-4015 | (704) 597-7802 | 4633 Equipment Drive | Charlotte, NC 28269 | Lower 48 |
| Excel Truck Group - Charlotte | Ken Tyree | ktyree@exceltg.com | (800) 277-1038 | (704) 589-0137 | (704) 597-7802 | 4633 Equipment Drive | Charlotte, NC 28269 | Lower 48 |
| Excellance, Inc. | Lisa Barfield | lisa@excellance.com | 1 (800) 882-9799 | (256) 771-3186 | (256) 772-8792 | 453 Lanier Road | Madison, AL 35758 | All 50 |
| Excellance, Inc. | Tommy Pugh | tommy@excellance.com | (256) 772-9321 | (256) 468-6007 | (256) 772-8792 | 453 Lanier Road | Madison, AL 35758 | All 50 |
| Excellance, Inc. | Ben Epps | ben@excellance.com | 1 (800) 882-9799 | (256) 652-2086 | (256) 772-8792 | 453 Lanier Road | Madison, AL 35758 | All 50 |
| Excellance, Inc. | Charlie Epps | charlie@excellance.com | (256) 772-9321 | (256) 468-1946 | (256) 772-8792 | 453 Lanier Road | Madison, AL 35758 | All 50 |
| First Choice Fire & Safety, Inc. | Adam Bordeaux | adam@fcfiresafety.com | 1 (800) 753-2350 | (919) 357-0403 | | 3414 University Station Road | Chapel Hill, NC 27514 | NC |
| First Choice Fire & Safety, Inc. | Mike Bordeaux | mike@fcfiresafety.com | 1 (800) 753-2350 | (919) 880-6483 | | 3414 University Station Road | Chapel Hill, NC 27514 | NC |
| First Line Technology | Sales | sales@firstlinetech.com | (703) 955-7510 | | (703) 955-7540 | 3656 Centerview Drive, Suite 4 | Chantilly, VA 20151 | All 50 |
| First Line Technology | Jason Hamm | jhamm@firstlinetech.com | (703) 955-7510 | (681) 378-4584 | (703) 955-7540 | 3656 Centerview Drive, Suite 4 | Chantilly, VA 20151 | All 50 |
| First Line Technology | Charlene Jackson | cjackson@firstlinetech.com | (703) 955-7510 | | (703) 955-7540 | 3656 Centerview Drive, Suite 4 | Chantilly, VA 20151 | All 50 |
| Lenco Industries, Inc. | Rob Weisberger | rweisberger@lencoarmor.com | (413) 443-7359 | (413) 841-8928 | (413) 445-7865 | 10 Betnr Industrial Drive | Pittsfield, MA 01201 | All 50 |
| Lenco Industries, Inc. | Jim Massery | jmassery@lencoarmor.com | (413) 443-7359 | (413) 441-9280 | (413) 445-7865 | 10 Betnr Industrial Drive | Pittsfield, MA 01201 | All 50 |
| Lenco Industries, Inc. | Lea Bartini | lbartini@lencoarmor.com | (413) 443-7359 | | (413) 445-7865 | 10 Betnr Industrial Drive | Pittsfield, MA 01201 | All 50 |
| Mid-Atlantic Rescue Systems | Jennifer Lynch | jen@midatlanticrescue.com | (301) 682-9681 | (301) 606-4916 | (208) 460-8648 | 11 Byte Court, Suite A | Frederick, MD 21072 | CT, DE, MA, MD, ME, NC, NH,NJ, NY, PA, RI, VA, VT, WV |
| Mid-Atlantic Rescue Systems | William Lynch | bill@midatlanticrescue.com | (301) 682-9681 | (301) 514-6468 | (208) 460-8648 | 11 Byte Court, Suite A | Frederick, MD 21072 | CT, DE, MA, MD, ME, NC, NH,NJ, NY, PA, RI, VA, VT, WV |
| Nomad Global Communication Solutions, Inc. | Jimmy Gladden | Jimmy.Gladden@nomadgcs.com | (406) 755-1721 | (406) 863-6212 | (406) 755-1731 | 5414 US Highway 2 West | Columbia Falls, MT 59912 | All 50 |
| Nomad Global Communication Solutions, Inc. | Sam Steyn | sam.steyn@nomadgcs.com | (406) 855-2905 | | (406) 755-1731 | 5414 US Highway 2 West | Columbia Falls, MT 59912 | All 50 |
| Safe Industries | William Gray | wgray@safeindustries.com | (570) 249-0324 | | (864) 845-7176 | 5031 Highway 153 | Easley, SC 29642 | Lower 48 |
| Safe Industries | Randy Porter | randy@safeindustries.com | (864) 920-0120 | (864) 498-3122 | (864) 845-7176 | 5031 Highway 153 | Easley, SC 29642 | Lower 48 |
| Safe Industries | Meredith Martin | mmartin@safeindustries.com | (864) 671-2233 | (803) 960-0052 | (864) 845-7176 | 5031 Highway 153 | Easley, SC 29642 | Lower 48 |
| Safe Industries | Al Willimon | al@safeindustries.com | (864) 671-2242 | (864) 313-1657 | (864) 845-7176 | 5031 Highway 153 | Easley, SC 29642 | Lower 48 |
| Southeastern Specialty Vehicles | Dennis Tingen | dennis.tingen@ssvsales.com | (866) 640-2028 X 5101 | (919) 812-3049 | (252) 430-1503 | 911 Martin Creek Road | Henderson, NC 27537 | AL, FL, GA, KY, LA, MD, MS, NC, SC, TN, VA, WV |
| Southeastern Specialty Vehicles | Robert Daugherty | robert.daugherty@ssvsales.com | (866) 640-2028 X 2221 | (252) 717-4039 | (252) 430-1503 | 911 Martin Creek Road | Henderson, NC 27537 | AL, FL, GA, KY, LA, MD, MS, NC, SC, TN, VA, WV |
| Southeastern Specialty Vehicles | April Phelps | april.phelps@ssvsales.com | (866) 640-2028 X 3241 | | (252) 430-1503 | 911 Martin Creek Road | Henderson, NC 27537 | AL, FL, GA, KY, LA, MD, MS, NC, SC, TN, VA, WV |
| BID 24-04-0524 AWARDED VENDORS | POINT OF CONTACT | EMAIL ADDRESS | OFFICE PHONE | MOBILE PHONE | FAX NUMBER | ADDRESS | CITY, STATE, ZIP | TERRITORY COVERED |
| Autocraft Group Inc. | Robert W Ritchie | rritchie@flev.com | (877) 327-8526 X 103 | (703) 303-2355 | (540) 338-0903 | 37241 E. Richardson Lane | Purcellville, VA 20132 | All 50 |
| Autocraft Group Inc. | Sean Swanson | swanson@flev.com | (877) 327-8526 X 110 | (540) 454-1543 | (540) 338-0903 | 37241 E. Richardson Lane | Purcellville, VA 20132 | All 50 |
| Autocraft Group Inc. | Brenda Hill | bhill@flev.com | (877) 327-8526 X 104 | (540) 454-5224 | (540) 338-0903 | 37241 E. Richardson Lane | Purcellville, VA 20132 | All 50 |
| Autocraft Group Inc. | Drew Crisp | dcrisp@flev.com | (877) 327-8526 X 107 | (304) 268-7131 | (540) 338-0903 | 37241 E. Richardson Lane | Purcellville, VA 20132 | All 50 |
| Firehouse Systems, Inc. | Fred Gandolfo | fred@panthercompressors.com | (631) 661-7505 | (516) 732-5691 | | 16 S. Ketchum Avenue | Amityville, NY 11701 | All 50 |
| Firehouse Systems, Inc. | Liz Gandolfo | liz@panthercompressors.com | (631) 661-7505 | (631) 526-3897 | | 16 S. Ketchum Avenue | Amityville, NY 11701 | All 50 |
| Firehouse Systems, Inc. | Marvin Carroll | marv@panthercompressors.com | (631) 661-7505 | (336) 908-2081 | | 16 S. Ketchum Avenue | Amityville, NY 11701 | All 50 |
| FR Conversions | Michael Dumais | mdumais@frconversions.com | (844) 372-8267 | (561) 702-1979 | (410) 386-1131 | 1231 Tech Court | Westminster, MD 21157 | All 50 |

| | | | | | | | | |
|---------------------------------|------------------|-------------------------------|-----------------------|----------------|----------------|--------------------------|------------------------|--|
| FR Conversions | Karyn Brashears | kbrashears@frconversions.com | (844) 372-8267 | (443) 305-6741 | (410) 386-1131 | 1231 Tech Court | Westminster, MD 21157 | All 50 |
| FR Conversions | Mindy Ginsberg | mginsberg@frconversions.com | (844) 372-8267 | | (410) 386-1131 | 1231 Tech Court | Westminster, MD 21157 | All 50 |
| Logistics365, Inc. | Ben Hanson | ben@logistics365.com | (402) 347-1020 | | (402) 371-4721 | 84640 US Highway 81 | Norfolk, NE 68701 | All excluding LA and NJ |
| Logistics365, Inc. | Tyler Wingate | tyler@logistics365.com | (402) 347-1020 | | (402) 371-4721 | 84640 US Highway 81 | Norfolk, NE 68701 | All excluding LA and NJ |
| Mid-Atlantic Rescue Systems | Jennifer Lynch | jen@midatlanticrescue.com | (301) 682-9681 | (301) 606-4916 | (208) 460-8648 | 11 Byte Court, Suite A | Frederick, MD 21072 | CT, DE, MA, MD, ME, NC, NH, NJ, NY, PA, RI, VA, VT, WV |
| Mid-Atlantic Rescue Systems | William Lynch | bill@midatlanticrescue.com | (301) 682-9681 | (301) 514-6468 | (208) 460-8648 | 11 Byte Court, Suite A | Frederick, MD 21072 | CT, DE, MA, MD, ME, NC, NH, NJ, NY, PA, RI, VA, VT, WV |
| Reconview | Miller Anyogu | amiller@reconview.com | (833) 732-6600 | | | 205 Commercial Boulevard | Locust, NC 28097 | All 50 |
| Reconview | Chan Howell | chowell@reconview.com | (833) 732-6600 | (980) 358-5876 | | 205 Commercial Boulevard | Locust, NC 28097 | All 50 |
| Reconview | Customer Service | customercare@reconview.com | (833) 732-6600 | | | 205 Commercial Boulevard | Locust, NC 28097 | All 50 |
| Southeastern Specialty Vehicles | Dennis Tingen | dennis.tingen@ssvsales.com | (866) 640-2028 X 5101 | (919) 812-3049 | (252) 430-1503 | 911 Martin Creek Road | Henderson, NC 27537 | AL, FL, GA, KY, LA, MD, MS, NC, SC, TN, VA, WV |
| Southeastern Specialty Vehicles | Robert Daugherty | robert.daugherty@ssvsales.com | (866) 640-2028 X 2221 | (252) 717-4039 | (252) 430-1503 | 911 Martin Creek Road | Henderson, NC 27537 | AL, FL, GA, KY, LA, MD, MS, NC, SC, TN, VA, WV |
| Southeastern Specialty Vehicles | April Phelps | april.phelps@ssvsales.com | (866) 640-2028 X 3241 | | (252) 430-1503 | 911 Martin Creek Road | Henderson, NC 27537 | AL, FL, GA, KY, LA, MD, MS, NC, SC, TN, VA, WV |
| TechOps Specialty Vehicles LLC | William Krampf | sales@techopssv.com | (410) 604-6004 | (443) 848-2906 | | 218A Log Canoe Circle | Stevensville, MD 21666 | All 50 |
| TechOps Specialty Vehicles LLC | Erin O'Connor | accounting@techopssv.com | (410) 604-6004 | (443) 951-1536 | | 218A Log Canoe Circle | Stevensville, MD 21666 | All 50 |



Manufacturers of Quality Built Emergency Apparatus

CONTRACT FOR EMERGENCY VEHICLE

Pricing Per North Carolina Sheriff's Association Contract Number 23-03-0524R Fire/EMS/Law Enforcement Specialty Vehicles

Date: October 24, 2023

Attn: Zac Smith
Oconee County Emergency Services
300 S. Church St, Walhalla SC 29691

Southeastern Specialty Vehicles, Inc., (Seller) hereby proposes and agrees to furnish to Buyer, after Buyer's acceptance of this proposal and the proper execution and approval of the accompanying Work Order / contract, the following:

Product and Services: One (1) 25-patient mass casualty trailer, specifications and supplied equipment list provided hereafter

All of which are to be built in accordance with the attached specifications, and which are made part of this agreement and contract, to deliver same approximately 150-180 days from receipt of the following, subject to all causes beyond our control:

- (1) This signed contract,
- (2) Trailer delivered to our location,
- (3) Your executed Purchase Order meeting these terms and specifications and,
- (4) An approved Work Order with all specifications, properly executed,

Price: Retail Price: For the sum of: eighty one thousand five hundred seventy six dollars and no cents, \$ 81,862.00

Co-Op Purchase via North Carolina Sheriff's Association Contract: For the sum of: seventy six thousand nine hundred fifty dollars and no cents
\$76,950.00 (_____) **Initials**

Terms: The Price for the Product is **F.O.B.: Henderson, North Carolina**

PHONE 866-640-2028

FAX 336-246-6201

911 Martin Creek
Henderson, NC 27537
www.SSVsales.com



Payment Terms: Payment in full is required at time of final inspection to be held at Southeastern Specialty Vehicles Inc., located in Henderson, North Carolina 27537, or at the manufacturer of record. Late payments are subject to a \$1000.00 Fee plus daily interest of 18% APR, unless prior arraignments have been made with President of Southeastern Specialty Vehicles, Inc. (_____) **Initials**

Validity: The amount named above in this contract shall remain firm for a period of Thirty (30) days from the date shown above and after that date the amount is no longer valid. For this Contract to be valid, the dates of both party's execution below must be within thirty (30) days of the date on page one.

Applicable Taxes Not Included: All State, Federal and Local Taxes are not included in the amount above and all applicable taxes are to be paid by the Buyer upon registration and licensing of the vehicle.

Complete Agreement: This Contract and accompanying Specifications and Work Orders constitute our full agreement and no other offers, side agreements or commitments exist between the parties.

FOR BUYER:

OCONEE COUNTY EMERGENCY SERVICES

BY: _____ (Initials: _____)

NAME/TITLE: _____

DATE: _____

FOR SELLER:

SOUTHEASTERN SPECIALTY VEHICLES, INC.

BY: Trey Daughtridge (Initials: TD)

NAME/TITLE: Trey Daughtridge, Regional Sales Manager

DATE: October 23, 2023

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Oconee County Emergency Services
South Carolina - Attn: Zach Smith

Custom Mass Casualty Trailer & Equipment to Treat 25 Patients

EMS, fire and hospitals have the difficult task of being prepared for mass casualties. At Southeastern Specialty Vehicles, Inc, we provide you with custom designed mass casualty trailers that give you the best solution for mitigation, portability, rapid deployment and storage.

We customize our trailers and equipment to fit your specific needs, utilizing the very best in materials. We carefully design each trailer to make the most of the space available.

Trailer Specifications:

16' Trailer

- 3 Year Warranty
- Interior Width Will Be 8'
- Interior Width between Wheel Wells Will Be 6'9"
- Interior Height Will Be 84"
- Ball Height Will Be 20"
- Rear Door Will Be a 4500lb Recessed Spring Assisted Ramp
- Rear Door Width Will Be 88"
- Rear Door Height Will Be 79"
- Axles Will Be Double 5200lbs Dexter Rubber Torsion with Electric Brakes on All Wheels
- Axles Will Have A 5-Year Warranty
- Trailer Will Be Equipped With Breakaway Switch and Battery
- Frame Will Be Double 6" I-Beam the Entire Length of the Trailer
- Tires Will Be Goodyear 75r15 Load Range D
- Wheels Will Be 6 Lug White Steel
- Hitch Ball Size Will Be 2 5/16"
- Floor Cross members will be 16" On Center
- Floor Will Consist Of 3/4" Exterior Grade Plywood
- Wall Studs Will Be of Hat post Design
- Wall Studs Will Be 16" On Center
- Walls Will Consist Of 3/8" Plywood
- Sidewalls Will Be Of Dustproof Design
- Ceiling Cross members will be 16" On Center
- Ceiling Cross members Will Be of Tubular Design
- Roof Will Be One Piece
- Roof Will Be Sealed With High Tech Self-Leveling Adhesive
- Trailer Top Wrap Will Be Integrated Into Frame Structure to Provide Extra Rigidity
- Exterior Metal Will Be .030 Thickness

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- Fenders Will Be Aluminum
- Rear Ramp Will Be Secured With Bar Locks and Cam Locks
- Trailer Frame Will Be Acid Phosphate Washed Before It Is Primed and Painted With Premium Quality Paint
- Side Door Will Be 24" From Corner
- All Side Door Entrance Steps Will Be Constructed Of Galvneal; Which Will Prevent Rusting
- Exterior Fasteners Will Have Long Lasting Coating (T1000)
- All 12volt Wiring Will Be Routed through Inner Walls of Trailer
- All 12volt Wiring Will Be Fused in an Abs Plastic Junction Box
- All Brake Connections Will Be In Weatherproof Shrink Wrapping
- Exterior 12volt Clearance and Tail Lights Will Each Be Semi-Trailer Quality Dealed Units
- Weather-strip Will Be Automotive D-Bulb Type
- Conspicuity Treatment- Provided
- Bogey Wheels On Rear of Trailer
- 30amp 110v Breaker Box With Lifeline
- One 110v Interior Outlets
- Two 4' Flush Mounted Fluorescent Lights 110v **Spec correction, lights to be LED**
- Corner Post Drop down Jacks
- Color White
- Extended Tongue
- Rhino Floor and Rear Door
- One 110 volt Wall Switch
- Finished Interior Walls and Ceiling

Specification for Shelving, Braces and Backboard Storage:

All shelving shall be reconstructed from .188 thickness and 3003-h14me alloy smooth aluminum.

All vertical and horizontal legs, braces, backboard oxygen bottles storage shall be constructed from .125 thickness and 3003-h22 diamond plate.

Corner legs shall be constructed from diamond plate. Corner legs shall be 1 ½" x 1 ½" angle and mig welded to shelving top and bottom with continuous welded.

Wall brackets for shelving shall be .125 thickness and 3003-h14me alloy smooth aluminum. Fabricated into angle 1 ½" x 1 ½".

Center leg supports shall be installed in all shelving greater than 72" high. Center leg supports shall be mig welded on top and bottom of each shelf.

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Shelving shall be constructed and installed as follows: aluminum shelving shall be mig welded to wall braces. The wall brackets and shelf will be attached to the trailer wall at each vertical stud using a 2" self-tapping fastener.

All fixed shelving shall support a minimum of 1500 lbs. All shelving, legs, center supports, braces shall be deburred to ensure no sharp edges.

Each shelf shall have rubber-ribbed matting with trim-loc on the ½" lip. Each shelf to be 23 ½" deep.

There shall be a 36" x 72" cart (pinned to floor for storage) no straps) of tents. A custom diamond plate filler between floor and ramp door.

Interior Layout:

Front wall

Storage for backboards in vertical position. Racks made for Safe transport and quick removal of boards. No straps will be Accepted.

Left wall

There shall be one rack of shelving, rack to include Three (3) 8-foot shelves. Rack to store 16 triage containers.

There shall be one rack of shelving. Includes three (3) 6-foot shelves. Stores 6 triage containers

Custom Cargo Nets on Each Rack

Right wall

There shall be one rack of shelving. Rack to include three (3) 8-foot shelves. Rack to store 16 triage containers.

Custom cargo nets on each rack

Oxygen cylinders

There shall be storage on left side at rear of ramp doors for one oxygen cylinder.

Lighting:

- 2 rear LED scene lights
- 4 Interior LED dome lights

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Equipment:

Equipment stored in triage containers- red, yellow, green, blue and clear. Each container has a 70 lb. load capacity. Stack and nest design- security holes in lids

- Section 1 Incident Command Module
- Section 2 IV Supplies
- Section 3 Trauma Supplies
- Section 4 Immobilization
- Section 5 Splinting
- Section 6 Diagnostic Equipment
- Section 7 Infection Control
- Section 8 Blankets
- Section 9 Oxygen Equipment
- Section 10 Oxygen Supplies
- Section 11 Miscellaneous Supplies
- Section 12 Emergency Lights & Power
- Section 13 Suction Equipment
- Section 14 Portable Oxygen System
- Section 15 Trailer and Custom Interior

Section 1

Incident Command Module

Qty

1

Description

Rapid Response Kit

Includes:

4-15' x 20' Color Coded Treatment Tarps

7-I.C.S. Position Vest

Triage Unit Leader

Minor Treatment Manager

Delayed Treatment Manager

Immediate Treatment Manager

Morgue Manager

Medical Communications Leader

Common Sense Forms

Pens and Pencils

Clip Boards

1

Treatment Area Identification Flag Kit (4 Flags, 4 Fold Up Tripod Pole Stands and Carrying Bag)

PHONE

866-640-2028

FAX

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- 1 3" x 1000' Command Post Barricade Tape
- 2 3" x 1000' Red Priority Barricade Tape
- 2 3" x 1000' Yellow Priority Barricade Tape
- 2 3" x 1000' Green Priority Barricade Tape
- 2 3" x 1000' White Priority Barricade Tape
- 20 Vest with Window on Front and Back (color TBA)
- 1 10' x 20' Red Tent
- 1 10' x 20' Blue Tent
- 1 Red Side Walls
- 1 Blue Side Walls
- 2 Deluxe Roller Bag for Tent
- 1 Triage Tags (50/pk)
- 5 West Cot with IV Pole
- 25 Patient Vital Sign Notebook 50 Sheets 3" x 5" All Weather Writing Paper
- 25 All Weather Pen (Can be used in rain, underwater, and Writes upside down)
- 2 Triage Tape System
- 2 Weight Bag for Tent (set of 4)
- 2 Heavy Duty Stake Set for Tent
- 1 15 Watt (3/4 mile range) Megaphone with Whistle Sound
- 8 C Batteries for Megaphone
- 24 Step in Post (support barricade tape)
- 25 Green Chemical Light
- 25 Yellow Chemical Light
- 25 Red Chemical Light
- 25 White Chemical Light
- 25 Blue Chemical Light
- 4 Blue Triage Containers (I.D. Size 21 1/2'L x 19"W x 13"D with Lid and Security Holes, Easy Stake-N-Nest.)

Section 2

IV Supplies

- 1 14GA. X 1 1/4" IV Catheter (50/bx)
- 1 16GA. X 1 1/4" IV Catheter (50/bx)
- 1 18GA. X 1 1/4" IV Catheter (50/bx)
- 1 20GA. X 1 1/4" IV Catheter (50/bx)
- 1 22GA. X 1 1/4" IV Catheter (50/bx)
- 1 24GA. X 1 1/4" IV Catheter (50/bx)
- 100 IV Tubing
- 10 21GA. X 3/4" Butterfly
- 10 23GA. X 3/4" Butterfly

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| | |
|----|--|
| 1 | 1000ml Normal Saline (12/case) |
| 1 | 1000ml Lactated Ringers (12/case) |
| 10 | IV Start Kit |
| 1 | Alcohol Prep (200/box) |
| 1 | Betadine Prep Pads (100/box) |
| 2 | 1000ml Disposable Pressure Infuser Bag |
| 2 | Quart Sharps Containers |

Section 3

Trauma Supplies

| | |
|----|---|
| 2 | 5 x 9 ABD Pad (20/pk) |
| 2 | 4 x 4 Sterile Gauze (100/pk) |
| 2 | 3 x 5 yd. Roller Gauze (12/pk) |
| 2 | 2" x 10 yd. Silk Tape (6 per box) |
| 24 | Triangular Bandages |
| 24 | 3 x 9 Vaseline Gauze Dressing |
| 25 | Multi-Trauma Dressing |
| 2 | 1" x 3" Band-Aids (100 per box) |
| 25 | Blood Stopper Pressure Dressing |
| 10 | 60" x 90" Sterile Burn Sheet |
| 24 | 250 ml Sterile Water (pour bottles) |
| 1 | Biohazard Bag 7-10 gallon (10 per pack) |
| 10 | Trauma Shears |
| 2 | Green Triage Container |
| 12 | 3" Elastic Bandage |
| 25 | Rescue Blanket |
| 12 | Disposable Penlight |

Section 4

Immobilization

| | |
|----|-----------------------------|
| 25 | Adult MCI Boards |
| 5 | Pediatric MCI Boards |
| 60 | 2 Pc Disposable Restraints |
| 30 | Head Immobilizer |
| 25 | Adult Adjustable Collar |
| 5 | Pediatric Adjustable Collar |
| 10 | 18" Sam Splint |
| 10 | 36" Sam Splint |
| 10 | 24" Padded Cardboard Splint |
| 2 | 2" x 60 yd. Duct Tape |

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6 Green Triage Container

Section 5

Splinting

25 Triangular Bandage
15 3" Elastic Bandage
10 Sam Splint 18"
10 18" Padded Cardboard Splint
2 3" x 5 yd. Roller Gauze (12/pk)
2 2" x 10 yd. Silk Tape (6 per box)
2 Green Triage Containers

Section 6

Diagnostic Equipment

15 Sprague Rappaport Stethoscope
12 Adult BP Cuff
3 Child BP Cuff
3 Large Adult BP Cuff
1 Obese BP Cuff
1 Green Triage Container

Section 7

Infection Control

1 Molded Surgical Mask (50/bx)
1 Free Form EC Gloves (extended cuff), M (100/bx)
1 Free Form EC Gloves (extended cuff), L (100/bx)
1 Free Form EC Gloves (extended cuff), XL (100/bx)
1 Biohazard Bags 7-10 gallon (10 per pack)
1 Tyvek QC Coveralls, Large (25/case)
1 Tyvek QC Coveralls, X-Large (25/case)
Note: Coveralls with Zipper Front, attached hood, Boots, and Elastic Wrists.
30 Ear Plugs (PAIR)
10 Protective Eye Wear
1 Antiseptic Towelette (100/bx)
1 Sani-Cloth (160 per tub)
25 Clear Rain Ponchos
5 Yellow Triage Container

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Section 8

Blankets

| | |
|----|--|
| 25 | 60" x 90" Trauma Heavy Duty Yellow Emergency Blanket |
| 25 | Isothermal Rescue Blanket |
| 2 | Green Triage Container |

Section 9

Oxygen Equipment

| | |
|---|--|
| 1 | M Oxygen Tanks |
| 1 | Cylinder Cart |
| 1 | Oxygen Manifold with 8 Outlets. Each Outlet to Have a Flow Meter with Rates ½, 1, 2, 4, 6, 8, 10, 12, 15, 20, 25 LPM |
| 1 | 50' Oxygen Hose |
| 1 | Cylinder Wrench (attached to tank) |
| 1 | Oxygen Regulator |
| 1 | Green Triage Container |

Section 10

Oxygen Supplies

| | |
|----|---------------------------|
| 25 | Adult N-R Oxygen Mask |
| 25 | Adult Nasal Cannula |
| 12 | Pediatric N-R Oxygen Mask |
| 8 | Adult BVM Bag |
| 4 | Child BVM Bag |
| 2 | Infant BVM Bag |
| 5 | Green Triage Containers |
| 4 | Nasal Airway Kit |
| 4 | Oral Airway Kit (6 Sizes) |

Section 11

Miscellaneous Supplies

| | |
|----|-------------------------|
| 2 | Cold Packs (24/case) |
| 1 | Heat Packs (24/case) |
| 10 | Disposable Body Bags |
| 2 | O.B. Kits |
| 1 | Soft Stretcher 60"x 80" |
| 1 | Pelvic Fracture Sling |
| 3 | Green Triage Containers |



Section 12

Emergency Lights and Power

| | |
|---|---|
| 4 | 500 watt Tripod Lights |
| 1 | 5,000 watt Portable Generator with 10' Pigtail (pinned to floor of trailer) |
| 1 | 5-gallon Fuel Can Mounted on Tongue of Trailer |
| 2 | 50' 12/3 Wire Extension Cord |
| 1 | 5 lb. Fire Extinguisher |

Section 13

Suction

| | |
|---|-----------------------------------|
| 1 | Adult Manual Suction |
| 2 | Adult Yankauer Kit |
| 1 | Neonatal/Pediatric Manual Suction |
| 1 | Neo/Ped. Bulb Syringe |
| 1 | Green Triage Container |

Section 14

Portable Oxygen System (4 Units)

| | |
|-----------|---------------------|
| Includes: | Aluminum D Cylinder |
| | Regulator |
| | Carrying Case |

ADDITIONAL ITEMS

- Twenty-four (24) folding aluminum cots
- Two (2) cot transport carts mounted to trailer floor
- Graphics allowance of \$1,000.00 included

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Henderson, NC 27537
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Oconee County Emergency Services
Emergency Operations Center
300 S. Church Street
Walhalla, SC 29691

RE: Project Proposal

Your project proposal for the purchase of a mass casualty trailer has been approved by the Upstate Healthcare Coalition Executive Board and Advisory Council. The award total will not exceed \$85,000.

SC DHEC should receive funding on or around July 1, 2023. After funding has been received by SC DHEC, a contract between SC DHEC and Oconee County Emergency Services will be initiated. Once contract has been approved, signed by all parties and fully executed, you may begin making purchases. This will be a reimbursement contract for only approved expenses outlined in the contract.

Thank you for supporting the Upstate Healthcare Coalition.

Sincerely,

A handwritten signature in cursive script that reads 'Brandy Whitman'.

Brandy Whitman
Upstate Healthcare Coalition
HPP Coordinator

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 21, 2023

ITEM TITLE:

Title: Purchase of a Skid Mounted Mobile Generator

Departments: Emergency Services

Amount: \$71,765.00

Contingency: \$ 7,176.50

Total: \$78,941.50

FINANCIAL IMPACT:

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

Budget: \$285,060.00 Project Cost: \$78,941.50 Balance: \$206,118.50 Finance Approval: _____

(Funding is from Hazard Mitigation Grant Award 90% and a County 10% Match)

BACKGROUND DESCRIPTION:

This request is for the purchase of an 80KW Skid Mounted Mobile Generac Generator. This generator will be used for any disaster event where power is needed and will be used as a catastrophic response to continuing County Government in the event a government building is destroyed or damaged, allowing temporary facilities to be put in place and powered quickly. This generator is part of Oconee County Emergency Services Continuity of Operations Plan. It will also have the capability to be pre-deployed to high population events such as festivals and gatherings to support the Police, Fire, Rescue and EMS. The Fleet Maintenance Director also approves this purchase.

During the Seneca Tornado it was identified that Oconee County did not have a generator large enough to run the Seneca Fire Station where the command center was located. After 2 days, a generator was secured for continuous uses at the fire station. With this information, staff applied for a grant to purchase a generator and up fit some buildings to easily restore generator power during disasters.

The County is utilizing the Sourcewell contract through a cooperative purchasing agreement. The contract discount is 50% off the MSRP of the Skid Mounted mobile generator.

SPECIAL CONSIDERATIONS OR CONCERNS:

Generac Industrial Power holds the Sourcewell contract for Generac Generators, contract number 092222-GNR. The Sourcewell contract allows all County Agencies to purchase, from this contract, directly from the awarded vendors or their Authorized Dealers. National Power is the Authorized Dealer for Generac Industrial / Commercial generators for the upstate.

Emergency Services received a grant award from the Hazard Mitigation Grant Program (FEMA-4542-DR-SC), in the amount of up to \$256,554.00 (90%) for the purchase of a Deployable Generator. This grant is a 90/10 Grant. The federal share is 90% (\$64,588.50) and the County share is 10% (\$7,176.50).

This deployable / Skid Mounted Mobile Generator is assembled to order; therefore, staff is requesting a contingency amount of \$7,176.50 to cover any unforeseen items that may arise.

ATTACHMENT(S):

1. Sourcewell Contract Information
2. National Power Quote
3. Grant Award Letter

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

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

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve the purchase of a Deployable / Portable Generator to National Power, LLC of Raleigh, NC, in the amount of \$71,765.00.
2. Approve a 10% Contingency in the amount of \$7,176.50.
3. Authorize the County Administrator to execute documents for this grant project and sign any change orders within the contingency amount.

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

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

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

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


Generac

Electrical energy power generation equipment

#092222-GNR

Maturity Date: 11/22/2026


Website: [generac.com/cooperative-purchasing](https://www.generac.com/cooperative-purchasing) 

| |
|---|
| Products & Services  |
| Buy Sourcewell |
| Documents |
| Contact Information |

- Gas generator
- Industrial generator
- Mobile generator
- Light tower
- Home standby generator
- Transfer switch
- Portable generator
- Stationary battery energy storage system
- Bi-fuel generator
- Generator
- Mobile battery energy storage

Locate your local dealer or representative 

(nongovernment site)

Additional information can be found on the vendor-provided, nongovernment website at:
[generac.com/cooperative-purchasing](https://www.generac.com/cooperative-purchasing) 

Mobile Diesel Generators

| Model# | Description | Prime kW Phase (1/3) | List Sourcewell Price | 50% off list |
|----------------|--|-------------------------|-----------------------|--------------|
| MDG25IF4 | Skid Mount, Isuzu Final Tier 4 | 20kW/21kW | \$37,412 | \$18,706 |
| MTG25S | Trailer, Ball Hitch, Single Axle, No Brakes | | \$658 | \$329 |
| MDG25IF4-STD3 | Skid Mount + Single Axle Trailer | | \$38,070 | \$19,035 |
| MMG25IF4 | Skid Mount, Isuzu Final Tier 4 | 20kW/21kW | \$45,206 | \$22,603 |
| MTG25 | Trailer, Ball Hitch, Single Axle, Brakes - Surge standard, Electric additional lead time | | \$2,628 | \$1,314 |
| MTG25T | Trailer, Ball Hitch, Tandem Axle, Brakes - Surge standard, Electric additional lead time | | \$5,363 | \$2,682 |
| MMG25IF4-STD3 | Skid Mount + Single Axle Trailer | | \$47,834 | \$23,917 |
| MMG45IF4 | Skid Mount, Isuzu Final Tier 4 | 30kW/36kW | \$56,384 | \$28,192 |
| MTG45 | Trailer, Ball Hitch, Single Axle, Brakes - Surge standard, Electric additional lead time | | \$2,628 | \$1,314 |
| MTG45T | Trailer, Ball Hitch, Tandem Axle, Brakes - Surge standard, Electric additional lead time | | \$5,363 | \$2,682 |
| MMG45IF4-STD3 | Skid Mount + Single Axle Trailer | | \$59,012 | \$29,506 |
| MMG55DF4 | Skid Mount, Deere Final Tier 4 | 42kW/44kW | \$64,443 | \$32,222 |
| MTG55 | Trailer, Ball Hitch, Single Axle, Brakes - Surge standard, Electric additional lead time | | \$2,628 | \$1,314 |
| MTG55T | Trailer, Ball Hitch, Tandem Axle, Brakes - Surge standard, Electric additional lead time | | \$5,363 | \$2,682 |
| MMG55DF4-STD3 | Skid Mount + Single Axle Trailer | | \$67,071 | \$33,536 |
| MDG75DF4 | Skid Mount, Deere Final Tier 4 | 56kW/62kW | \$91,649 | \$45,825 |
| MTG75 | Trailer, Pintle Hitch, Single Axle, Brakes - Surge standard, Electric additional lead time | | \$4,576 | \$2,288 |
| MTG75T | Trailer, Pintle Hitch, Tandem Axle, Brakes - Surge standard, Electric additional lead time | | \$8,771 | \$4,386 |
| MDG75DF4-STD3 | Skid Mount + Single Axle Trailer | | \$96,225 | \$48,113 |
| MDG100DF4 | Skid Mount, Deere Final Tier 4 | 77kW/80kW | \$99,999 | \$50,000 |
| MTG100 | Trailer, Pintle Hitch, Single Axle, Brakes - Surge standard, Electric additional lead time | | \$4,576 | \$2,288 |
| MTG100T | Trailer, Pintle Hitch, Tandem Axle, Brakes - Surge standard, Electric additional lead time | | \$8,774 | \$4,387 |
| MDG100DF4-STD3 | Skid Mount + Single Axle Trailer | | \$104,574 | \$52,287 |
| MDG150DF4 | Skid Mount, Deere Final Tier 4 Engine | 108kW/120kW | \$153,220 | \$76,610 |
| MTG150 | Trailer, Pintle Hitch, Tandem Axle, Brakes - Surge standard, Electric additional lead time | | \$9,353 | \$4,677 |
| MDG150DF4-STD3 | Skid Mount + Single Axle Trailer | | \$162,573 | \$81,287 |
| MDG175DF4 | Skid Mount, Deere Final Tier 4 Engine | 138kW/140kW | \$158,337 | \$79,169 |
| MTG175 | Trailer, Pintle Hitch, Tandem Axle, Brakes - Surge standard, Electric additional lead time | | \$9,353 | \$4,677 |
| MDG175DF4-STD3 | Skid Mount + Single Axle Trailer | | \$167,690 | \$83,845 |
| MDG250DF4 | Skid Mount, Deere Final Tier 4 Engine | 200kW - 3 Phase | \$176,878 | \$88,439 |
| MTG250 | Trailer, Pintle Hitch, Tandem Axle, Brakes - Surge standard, Electric additional lead time | | \$9,353 | \$4,677 |
| MDG250DF4-STD3 | Skid Mount + Single Axle Trailer | | \$186,231 | \$93,116 |
| MDE330 | Configured Base Model- Skidded | | \$243,189 | \$121,594 |
| MDE330 | Configured Base Model- Trailer | | \$274,662 | \$137,331 |
| MDE570 | Configured Base Model- Skidded | | \$382,499 | \$191,250 |
| MDE570 | Configured Base Model- Trailer | | \$359,859 | \$179,930 |



FIND SALES AND SERVICE DEALERS

Please select a location:

- U.S.A.
- Canada
- International

RESULTS: 2 within 25 Miles of '29691'

| | | |
|--|--|--|
| <p>1 National Power Corporation 4541 Preslyn Dr Raleigh, NC 27616 USA</p> <p>Distance 266 Miles Get Directions Website: www.natpow.com</p> | <p>919-790-1672</p> <p>★★★★★ Read all 1 Reviews Write a Review</p> <p>Sales Service Up To 2MW Mobile/Diesel/Gas Training</p> | |
| <p>2 National Power Corporation 7733 PARK PLACE RD YORK, SC 29745 USA</p> <p>Distance 106 Miles Get Directions Website: www.natpow.com</p> | <p>888-790-1672</p> <p>★★★★★ Read all 1 Reviews Write a Review</p> <p>Sales Service Up To 2MW</p> | |



24/7/365 CUSTOMER SUPPORT
 United States & Canada:
 888-GENERAC (888-436-3722)
 International: 1-262-544-4811

Online Support



Date: October 24, 2023

To: Oconee Emergency Services
Attn: Scott Krein

Reference: 80kw mobile
Quote Number: 0020796972

We are pleased to offer the following quote for the above project:

Quantity 1 - Generac Mobile diesel engine-driven generator set MDG100DF4, consisting of the following features and accessories:

- Skid Mounted Unit
- 100KVA Rating, 60Hz
- 3-Position Voltage Selector Switch
 - 277/480VAC Three Phase
 - 120/208VAC Three Phase
 - 120/240VAC Single Phase
- Prime Duty Rating
- Variable Speed Cooling Fan
- 3-Position Phase Selector Switch

Total List Price for the above equipment (Not including any applicable tax or freight): \$99,999.00
SourceWell price to customer for base package: \$ 50,000.00

Accessories/upgrades not in base price package:

- 24 Hr Double Wall Tank in lieu of Single Wall
 - 2 5/16in Ball Hitch Adjustable
 - Aluminum Storage Box
 - Camlocks connections in lieu of lugs
 - Control Panel Lights
 - Dual Axle Trailer Mounted
 - Electric Brakes
- Total for accessories/upgrades: \$ 17,245.00**
- **Freight, Start up, and Training: \$ 4,520.00**

Total Package price: \$71,765.00

Generac Sourcewell Contract Number: 092222-GNR

Notes

Estimated Delivery: 12-14 weeks after final release to production

Prices valid for 90 days from above date

FOB: Delivered to Jobsite

Terms and Conditions

Quoted Price is based upon acceptance of National Power Terms and Conditions of Sale available for review at: https://www.natpow.com/_files/ugd/eeb4dd_8ff50e84962d4e82a09131fb580a698e.pdf Alterations or modifications to these terms or payment schedules may impact price.

Sincerely,

Pat Jolley
Power Consultant
National Power, LLC

Cell: 864.760.7621



Acceptance of Quote

Prior to ordering equipment or services, please sign and return as a confirmation of the above terms and conditions.

Customer Signature



SOUTH CAROLINA
EMERGENCY MANAGEMENT DIVISION

April 2020 Severe Storms (FEMA-4542-DR-SC)
Project 4542-0011: Oconee County Deployable Generator
Recipient-Subrecipient Hazard Mitigation Grant Program Federal Award Agreement

THIS AGREEMENT is entered into by the State of South Carolina, Office of the Adjutant General, South Carolina Emergency Management Division (hereinafter referred to as the "Recipient") and Oconee County (hereinafter referred to as the "Subrecipient"). This Agreement covers the project described in Exhibit A.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS AND CONDITIONS:

WHEREAS, on May 1, 2020 the Federal Emergency Management Agency (hereinafter referred to as "FEMA") issued a federal disaster declaration designated FEMA-4542-DR-SC for the State of South Carolina as a result of April 2020 Severe Storms;

WHEREAS, FEMA as a result of the disaster declaration made funding available under the Hazard Mitigation Grant Program (hereinafter referred to as "HMGP"); and

WHEREAS, the federal share is 90% of eligible expenditures, and the Subrecipient shall provide from Subrecipient's funds the other 10% of eligible expenditures of the total eligible costs; and

The estimated cost of this project is [\$285,060.00] to be cost shared [\$256,554.00] federal and [\$28,506.00] local.

NOW THEREFORE, the Recipient and the Subrecipient agree to the following:

1) DEFINITIONS

Unless otherwise indicated, the following terms shall be defined as stated herein.

- a) "Activity" is defined as stated in 44 CFR 206.431.
- b) "Allowable costs" are defined as stated in 44 CFR 206.439.
- c) "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in Sections 404 and 420 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, 42 U.S.C § 5121-5207 (Stafford Act) as amended by

the Disaster Recovery Reform Act of 2018 (P.L. 115-254, sections 1201-1246), in accordance with 44 CFR § 206.434 and applicable policies of FEMA.

- d) "FEMA-State Agreement" is the agreement dated May 6, 2020, between FEMA and the State of South Carolina, for a presidential emergency declaration designated FEMA-4542-DR-SC.
- e) "Management Costs" are indirect costs, direct administrative costs, and other administrative expenses associated with a specific project under a major disaster, emergency or disaster preparedness, or mitigation activity or measure.

2) APPLICABLE STATUTES, RULES, AND AGREEMENTS

- a) The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable State and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements set forth in the Code of Federal Regulations and the policies of FEMA. This grant program is administered under the FEMA Hazard Mitigation Assistance Unified Guidance dated February 27, 2015. Any reference to the HMGP Application refers to the application submitted by the Subrecipient to the Recipient dated July 26, 2021 and all associated documents, correspondence, and fulfilled requests for information (RFIs). The Subrecipient further agrees to comply with the Statement of Assurances attached hereto as Exhibit B.
- b) The Subrecipient will use relevant consensus-based codes, specifications, and standards that incorporate hazard-resistant design and practices in carrying out project work under this grant.

3) FUNDING AND INSURANCE

- a) The Recipient shall provide funds to the Subrecipient for eligible mitigation activities for the projects approved by the Recipient and FEMA. Allowable costs shall be determined in accordance with 44 CFR 206.439, 2 CFR Part 200, and pertinent FEMA guidance documents.
- b) The Recipient or FEMA may obligate or deobligate funding, thereby amending the total funding for the project.
- c) As a condition to funding under this Agreement, the Subrecipient agrees that the Recipient may withhold funds otherwise payable to Subrecipient upon a determination by Recipient or FEMA that funds exceeding the eligible costs have been disbursed to Subrecipient pursuant to this Agreement or any other funding agreement administered by Recipient.
- d) As a further condition to funding under this Agreement, the Subrecipient shall maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated usable life of the project or the insured facility.

4) DUPLICATION OF BENEFITS PROHIBITION

- a) Subrecipient may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subrecipient receive any other duplicate benefits under this Agreement.
- b) Without delay, Subrecipient shall advise Recipient of any insurance coverage for mitigation measures identified in the HMGP Application and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are "ineligible costs" that the Subrecipient shall reimburse to the Recipient without delay. The Subrecipient also shall reimburse the Recipient if the Subrecipient receives duplicate benefits from any other source for the work identified on the applicable HMGP Application for which Subrecipient has received payment from Recipient.
- c) In the event that Recipient should determine that Subrecipient has received duplicate benefits, by its execution of this Agreement, the Subrecipient gives Recipient the authority to offset the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subrecipient or to use such remedies available at law or equity to the repayment of said sums to Recipient.

5) ENVIRONMENTAL PLANNING AND PERMITTING LAWS

- a) Subrecipient shall be responsible for the implementation and completion of the approved projects described in the HMGP application in a manner acceptable to Recipient and in accordance with applicable legal requirements.
- b) If applicable, the contract documents for any project undertaken by Subrecipient, and any land use permitted by or engaged in by Subrecipient, shall be consistent with the local government comprehensive plan.
- c) Subrecipient shall ensure that any development or development order complies with applicable planning, permitting, and building requirements.
- d) Subrecipient shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

6) REQUIRED DOCUMENTATION REVIEWS AND INSPECTIONS

- a) Subrecipient shall create and maintain documentation of work performed and costs incurred sufficient to permit a formal audit comporting with ordinary, customary, and prudent public accounting requirements. Upon the failure of Subrecipient to create and maintain such documentation, Recipient may terminate further funding under this Agreement, and Subrecipient shall reimburse to Recipient all payments disbursed earlier to Subrecipient together with any and all accrued interest.
- b) Documentation must include supporting documentation (invoices, canceled checks, daily activity reports, payroll records, time sheets, executed contracts, receipts, purchase orders, billing statements, etc.).

- c) Recipient will inspect all projects to ensure that work has been performed within the scope of work specified in the HMGP Application. Costs of work not performed within the approved scope of work shall not be eligible for funding.

7) COST SHARING

- a) HMGP funds for eligible costs shown in the HMGP Application and described in this Agreement shall be shared on a 90% Federal, 10% non-Federal cost share basis, unless otherwise specified in the Notice of Award. The non-federal share shall be paid by Subrecipient.

8) REIMBURSEMENT OF SUBGRANTEE COSTS

- a) Once the Award Agreement has been fully executed and funds are obligated and available for disbursement, Recipient shall disburse HMGP funds to Subrecipient in accordance with the following procedures:
 - i) Project funds are disbursed in response to receipt of a properly completed Request for Reimbursement (RFR) submitted through the SCRecoveryGrants web site (www.screcoverygrants.org).
 - ii) A Request for Reimbursement (RFR) must be submitted via SCRecoveryGrants website at least quarterly for work that was completed and paid for in that quarter.
 - iii) The Subrecipient must submit documentation to demonstrate that costs were allowable and reasonable and incurred during the authorized project period.
 - (1) Acceptable documentation includes but is not limited to procurement and contract documents, change orders, copies of original paid invoices, canceled checks (front and back), purchase orders, bank statements (or other proof of expenditure and disbursement of payment), time and attendance records, and reports from the applicant's payroll and accounting systems, or other approved instruments.
 - (2) Supporting documentation must comply with the requirements in 2 CFR Part 200.
 - (3) Expenses must be for work included in the scope of work section of the Project Worksheet for which reimbursement is requested. Excel spreadsheets summarizing expenditures are not generally acceptable as a supporting document although they may provide a helpful overview of expenses.
 - iv) For construction projects, no more than 75 percent of the total Federal share will be reimbursed to the Subrecipient until the project has been completed and a site inspection conducted, except upon written request and justification by the Subrecipient to the Recipient via SCRecoveryGrants.org.
 - v) The Subrecipient shall submit a final invoice within sixty (60) days after the expiration date of this Agreement.
 - vi) An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Recipient as part of the Subrecipient's quarterly reporting as referenced in paragraph 21 of this Agreement.
 - vii) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budget, the State Chief Financial Officer, or as stated under paragraph (3) of this Agreement, all obligations on the part of the Recipient to make any further payment of funds shall

terminate, and the Subrecipient shall submit its closeout report within thirty (30) days of receiving notice from the Recipient.

- b) Subrecipient management costs, if requested by the Subrecipient at the time of application and approved by FEMA, will be reimbursed at project closeout.
 - i) Subrecipient management costs can be awarded by FEMA for up to 5 percent of the project total based on the management cost budget approved with the project application.
 - (1) The 5 percent management cost is the maximum that can be approved and reimbursed regardless of the Subrecipient's federally approved indirect cost rate.
 - (2) The Subrecipient will use the Management Costs Tracker to track management costs.
 - ii) Based on a written request and justification from the Subrecipient, SCEMD may reimburse to the Subrecipient an incremental payment of management costs, prior to closeout, sufficient to cover the Subrecipient's needs for up to one year, based on documentation of actual costs incurred.
 - (1) Should management costs be provided prior to closeout, SCEMD will review management costs quarterly and require submission of the Management Costs Tracker and supporting documentation with each quarterly report.
 - iii) Subrecipient management costs must be justified with supporting documentation including timesheets, invoices, and cancelled checks. SCEMD will reimburse actual costs incurred up to the approved 5 percent based on subrecipient documentation.
 - iv) Subrecipient management costs documentation will be submitted to FEMA quarterly and upon project closeout.
 - v) The Subrecipient must follow procurement and audit requirements of 2 CFR 200.

9) FINAL PAYMENT

- a) Recipient shall disburse the final payment to Subrecipient upon the performance of the following conditions:
 - i) Subrecipient shall have completed the project to the satisfaction of FEMA and the Recipient in accordance with the approved scope of work;
 - ii) Subrecipient shall have submitted documentation substantiating costs incurred in compliance with this agreement, grant requirements, and federal regulations and completion of work;
 - iii) Recipient shall have performed a final inspection;
 - iv) The project listing and certification shall have been reviewed by Recipient;
 - v) Subrecipient shall have requested final reimbursement.

10) RECORDS MAINTENANCE

- a) The Subrecipient agrees to maintain all records pertaining to the project and the funds received under this Agreement until all issues relating to inspections and audits are complete and all actions or resolutions are resolved. Records shall be maintained for three (3) years after the date FEMA completes closeout of the Recipient's (the State's) final project.

- b) Access to records must be provided at reasonable times to the Comptroller General of the United States, the Recipient, its employees and agents, and to FEMA, its employees and agents.
- c) The Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Recipient, its employees, and agents (including auditors retained by the Recipient), and to FEMA, its employees and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.
- d) Recipient may unilaterally terminate this Agreement for refusal by the Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other materials that are made or received by Subrecipient or its contractors and subcontractors in connection with this Agreement.

11) RECOVERY OF FUNDS

- a) If upon final inspection, final audit, or other review by Recipient, FEMA or other authority determines that the disbursements to Subrecipient under this Agreement exceed the eligible costs, Subrecipient shall reimburse to Recipient the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subrecipient is notified of such determination.

12) REPAYMENT BY SUBRECIPIENT

- a) All refunds or repayments due to the Recipient under this Agreement are to be made payable to the order of "South Carolina Emergency Management Division" and mailed to the following address: South Carolina Emergency Management Division, 2779 Fish Hatchery Road, West Columbia, SC 29172. In accordance with Title 11, Chapter 13, South Carolina Code of Laws, if a check or other draft is returned to the Recipient for collection, Subrecipient shall pay the Recipient a service fee of \$30.00.

13) AUDIT

- a) If the Subrecipient expends more \$750,000 in federal grant funds during its fiscal year, it shall provide for an annual audit for that fiscal year. The audit will be conducted in accordance with 2 CFR Part 200.501, any federal or state legal requirements, and policy, procedure, or guidance issued by the Recipient.
- b) Audit resolution instructions shall be prescribed by the Recipient.
- c) Within thirty (30) days of the receipt of the non-federal audit, the Subrecipient shall provide the Recipient the following:
 - i) Two copies of the Audit Report;
 - ii) An amended Federal Status Report in agreement with the audit, accompanied by a trial balance;
 - iii) Any unobligated fund balance due as a result of audit adjustments;
 - iv) A response to management letter findings and recommendations;

- v) A response to all questioned costs relating to this Grant and;
 - vi) Any other adjustments, explanations, or information that may be pertinent to the Grant.
- d) If the Subrecipient fails to provide the items listed in part 13a) and 13c) of this agreement, the Recipient may halt reimbursements or deobligate funds until the information is provided.
 - e) Recipient may require Subrecipient to undertake such further or additional audits as determined necessary or appropriate including but not limited to past and current organization-wide audits. Such audits may be necessary to determine the adequacy, accuracy, and reliability of Subrecipient internal controls, fiscal data, and management systems established to safeguard Subrecipient assets and to ensure compliance with this Agreement.
 - f) If this Agreement is closed out without an audit, Recipient reserves the right to recover any disallowed costs identified in an audit after such closeout.

14) NONCOMPLIANCE

- a) If the Subrecipient violates this Agreement or any statute, rule, or other legal requirement applicable to the performance of this Agreement, the Recipient shall withhold disbursement(s) otherwise due Subrecipient for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Recipient may terminate this Agreement and invoke its remedies under the Agreement or any remedies that may otherwise be available.

15) MODIFICATION

- a) The Recipient, the Subrecipient, or FEMA may request modifications to this Agreement, including work to be completed on the HMGP Application and the performance period. However, the party requesting the modifications must do so in writing. The requested modification may become effective only after approval by the Recipient, the Subrecipient, and FEMA.

16) TIME FOR PERFORMANCE

- a) FEMA will not establish activity completion timeframes for individual subawards. The period of performance for all awards under this grant will begin on July 31, 2021, and end July 30, 2024.
- b) Time extensions are a modification and, in accordance with Item 15 of this Agreement, time extension requests must be submitted in writing. If an extension request is denied by the Recipient or FEMA or not sought by the Subrecipient, Subrecipient shall be reimbursed only for eligible project costs incurred up to the latest extension for completed projects.
- c) Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs to Recipient.
- d) For phased projects only:

- i) The Subrecipient shall provide all phase one deliverables no later than one year after the date of award shown on the award letter provided by FEMA. If extenuating circumstances beyond the control of the Subrecipient prevent timely completion of phase one deliverables, Subrecipient shall submit a time extension request no later than sixty (60) days prior to the expiration of the initial one-year period for completion. The time extension request must be made in writing with a detailed justification for delay, the current status of the work, a timeline for completion of remaining elements, and a projected completion date. Failure to submit a timely request for an extension may result in denial of the extension, loss of funding for the project, or the imposition of other specific conditions or remedies for noncompliance as needed to fulfill the Recipient's obligations under the Award as described in 44 C.F.R. § 206.438(a), 2 C.F.R. Part 200, and the FEMA-State Agreement.

17) CONTRACTS WITH OTHERS

- a) If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient shall incorporate into its contract with such contractor or vendor an indemnification clause holding Recipient and Subrecipient harmless from liability to third parties for claims asserted under such contract. The Subrecipient also shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement. Subrecipient shall provide the contractor with a copy of this Agreement.
- b) To the extent that the Subrecipient has outstanding or uncompleted contracts for work requiring reimbursement under this Agreement, the Subrecipient agrees to modify its contracts in accordance with this section.

18) MONITORING

- a) The Subrecipient shall monitor its performance under this Agreement as well as that of its subcontractors, vendors, and consultants who are paid from funds provided under this Agreement to ensure that performance under this Agreement is satisfactorily conducted and in compliance with applicable state and federal laws and rules.
- b) In addition to reviews of audits conducted in accordance with 2 C.F.R Part 200, monitoring procedures may include but are not limited to on-site visits by Recipient or its agent, limited scope audits as defined by 2 C.F.R Part 200, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with monitoring procedures/processes deemed appropriate by the Recipient. In the event that the Recipient determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Recipient to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General. In addition, the Recipient will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

19) DEFAULT; REMEDIES; TERMINATION

- a) Upon the occurrence of any one or more of the following events of default, all obligations of Recipient to disburse further funds under this Agreement shall terminate at the option of Recipient. Notwithstanding the preceding sentence, Recipient may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Recipient may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:
 - i) Any representation by Subrecipient in this Agreement that is inaccurate or incomplete in any material respect, or Subrecipient has breached any condition of this Agreement with Recipient and has not cured in timely fashion or is unable or unwilling to meet its obligations under this Agreement;
 - ii) Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect as compared to its financial condition as represented in any reports or other documents submitted to Recipient if Subrecipient has not cured the condition within thirty (30) days after notice in writing from Recipient;
 - iii) Reports required by this Agreement have not been submitted to Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or
 - iv) The monies necessary to fund this Agreement are unavailable because of a failure to appropriate or other action or inaction by Congress, the Office of Management and Budget, or a State agency/office including the State Legislature.
- b) Upon the occurrence of any one or more of the foregoing events of default, Recipient may at its option give notice in writing to Subrecipient to cure its failure of performance if such failure may be cured. Upon the failure of Subrecipient to cure, Recipient may exercise any one or more of the following remedies:
 - i) Terminate this Agreement upon not less than fifteen (15) days' notice of such termination by certified letter to the Subrecipient, such notice to take effect when delivered to Subrecipient;
 - ii) Commence a legal action for the judicial enforcement of this Agreement;
 - iii) Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement with Subrecipient; and
 - iv) Take other remedial actions that may otherwise be available under law.
- c) Recipient may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
- d) Upon the rescission, suspension or termination of this Agreement, the Subrecipient shall refund to Recipient all funds disbursed to Subrecipient under this Agreement.
- e) Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Recipient shall not relieve Subrecipient of liability to Recipient for the restitution of funds advanced to Subrecipient under this Agreement, and Recipient may set off any such funds by withholding future disbursements otherwise due Subrecipient under this Agreement until such time as the exact amount of restitution due Recipient from Subrecipient is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement, the Subrecipient shall immediately repay such funds to Recipient. A deobligation of funds or other determination by FEMA shall be addressed in accordance with the regulations of that agency.

20) LIABILITIES

- a) Recipient assumes no liability to third parties in connection with this Agreement. Unless the Subrecipient is a governmental entity covered under S.C. Code Ann. § 15-78-20 (1976), the Subrecipient shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement.
- b) Unless the Subrecipient is a governmental entity within the meaning of the preceding sentence, Subrecipient shall indemnify Recipient from claims asserted by third parties in connection with the performance of this Agreement, holding Recipient and Subrecipient harmless from the same.
- c) For the purpose of this Agreement, the Recipient and Subrecipient agree that neither one is an employee or agent of the other but that each one stands as an independent contractor in relation to the other.
- d) Nothing in this Agreement shall be construed as a waiver by Recipient of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.
- e) Subrecipient represents that to the best of its knowledge any hazardous substances at its project site or sites are present in quantities within statutory and regulatory limitations and do not require remedial action under any federal, state, or local legal requirements concerning such substances.
- f) Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

21) REPORTS AND INSPECTIONS

- a) The Subrecipient shall provide the Recipient the required documentation as quarterly programmatic progress reports for each project. The first report is due ten (10) days after the end of the first quarter after project approval notification by the Recipient and quarterly thereafter until the project is complete and approved through final inspection. Quarterly reporting deadlines are January 1, April 1, July 1 and October 1. Quarterly programmatic progress reports should be submitted via www.screcoverygrants.org.
- b) The Recipient may require additional reports as needed. The Subrecipient, as soon as possible, shall provide any additional reports requested by the Recipient. The Recipient contact for all reports and requests for reimbursement will be the State Hazard Mitigation Officer.
- c) Interim inspections shall be scheduled by the Subrecipient prior to the final inspection and may be requested by the Recipient based on information supplied in the quarterly reports.

22) EQUIPMENT

- a) If the Subrecipient purchases equipment (as defined in 2 CFR 200.33), Subrecipient must maintain property records that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, the cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- b) Subrecipient must take a physical inventory of the property and reconcile the results with the property records at least once every two (2) years.
- c) Subrecipient must abide by the maintenance plan included in its HMGP Application.
- d) Subrecipient must comply with equipment disposition requirements as set forth in 2 CFR 200.313.

23) PROHIBITIONS ON EXPENDING FEMA AWARD FUNDS FOR COVERED TELECOMMUNICATIONS EQUIPMENT

- a) **Definitions.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services.
- b) **Prohibitions.**
 - i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - ii) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - 1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - 2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as substantial or essential component of any system, or as critical technology of any system;
 - 3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - 4) Provide, as part of its performance of this contract, subcontract, or other contractual

instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c) Exceptions.

- i) This clause does not prohibit contractors from providing:**
 - (a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or**
 - (b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.**

d) Reporting Requirement.

- i) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.**
- ii) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:**
 - (1) Within one business day from the date of such identification or notification: The contract number; the order number(s); if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.**
 - (2) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunication equipment or services.**
- e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.**

24) ATTACHMENTS

- a) Attachments/exhibits to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.**
- b) In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling but only to**

the extent of such inconsistencies.

25) TERM

- a) This Agreement shall be effective upon execution and terminate upon completion of, and final payment for, all approved projects, subject to any modification.

26) NOTICE AND CONTACT

- a) All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by certified letter to the Recipient at the following addresses:

FOR THE RECIPIENT:

Kim Stenson, Director
 SC Emergency Management Division
 2779 Fish Hatchery Road
 West Columbia, SC 29172


FOR THE SUBRECIPIENT:

Amanda F. Brock, County Administrator
 Oconee County
 415 South Pine Street
 Walhalla, SC 29161

27) AUTHORIZATION

The Subrecipient hereby authorizes Cindy Bibb as its primary designated agent, and Brittney Martin as its alternate agent to execute payment requests, necessary certifications, and other supplementary documentation.

IN WITNESS HEREOF, the Recipient and Subrecipient have executed this Agreement;

Recipient: 

Kim Stenson, Governor's Authorized Representative

South Carolina Emergency Management Division

Date 14 MAY 23

Subrecipient:  Amanda F. Brock
 Signature Printed

Title: Administrator

Date 05/11/2023

[Subrecipient's Federal Employer Identification No. (FEIN): 57-6000391.

[Subrecipient's Unique Entity Identification No. (UEI): L5FWNJYNWJB4.

HMGP-4542-DR-0011: Oconee County Deployable Generator

EXHIBIT A
Project Summary

Project Title: Oconee County Deployable Generator

Grant #: FEMA-4542-DR-SC Project 0011

Award Date: January 31, 2023

| | | |
|--------------------------------|---------------------|----------------|
| Total Project Cost | \$285,060.00 | [100 %] |
| Total Federal Share | \$256,554.00 | [90%] |
| Total Non-Federal Share | \$28,506.00 | [10%] |

Brief Project Description:

The following is the approved Scope of Work (SOW) for the above referenced project: Oconee County proposes to provide backup power to three (3) critical care facilities to support emergency operations during loss of power within the county.

The proposal is to purchase one (1) 80kw portable generator. The project also includes the purchase and installation of three manual transfer switches. When the generator is not in use, it will be stored in another building located at 15025 Wells Highway, Seneca, SC 29678

Project location:

Oconee County Administrative Complex- 415 S Pine Street, Walhalla, SC 29691

Oconee County Public Defender's Office- 110 Brown Square Drive, Walhalla, SC 29691

Oconee County Solid Waste Department-15028 Wells Highway, Seneca, SC 29678

EXHIBIT B

Statement of Assurances and Conditions

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements. To the extent the following provisions apply to this Agreement, the Subrecipient assures and certifies that:

- 1) It possesses legal authority to apply for the grant and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subrecipient to act in connection with the Application and provide such additional information as may be required.
- 2) It is not subject to debarment, suspension, or other exclusion from participation in Federal assistance programs or activities, as required by 2 C.F.R. Part 180 and 2 C.F.R. P. 3000.
- 3) It will have sufficient funds available to meet the non-Federal share of the cost for the project. Sufficient funds will be available when construction or implementation is completed to assure effective operation and maintenance of the facility or system to fulfill its purpose.
- 4) It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
- 5) It will give the Recipient, the State of South Carolina, the Comptroller General of the United States, and the Federal Emergency Management Agency, Department of Homeland Security through any authorized representative access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 6) It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications and that it will furnish progress reports and such other information as the Federal grantor agency may need.
- 7) It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be completed with reasonable diligence.
- 8) It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
- 9) It will provide without cost to the United States and the Recipient all lands, easements and rights-of-way necessary for accomplishments of the approved work.
- 10) It will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4701-4772) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- 11) Bills for fees or other compensation for services or expenses will be submitted in detail sufficient for a proper pre-audit and post-audit.
- 12) It will establish and maintain safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of

interest or personal gain.

- 13) It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended (P.L. 91-646; 42 U.S.C. §4601, *et seq.*), which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
- 14) It will comply with the Anti-Kickback Enforcement Act of 1986, as amended (P.L. 99-634) (41 U.S.C. § 8701, *et seq.*), which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
- 15) It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 16) It will comply with all appropriate environmental and historical preservation laws. Any conditions set forth from FEMA or the Recipient relating to environmental and historical preservation shall be compulsory.
- 17) It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (54 U.S.C. §300101, *et seq.*), Executive Order 11593, and the Archeological and Historic Preservation Act of 1974, as amended (54 U.S.C. §312501, *et seq.*) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- 18) It will comply with environmental standards or requirements that may be prescribed pursuant to the following:
 - a. institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) (42 U.S.C. § 4321, *et seq.*) and Executive Order (EO) 11514;
 - b. notification of violating facilities pursuant to EO 11738;
 - c. protection of wetlands pursuant to EO 11990;
 - d. evaluation of flood hazards in floodplains in accordance with EO 11988;
 - e. environmental justice pursuant to EO 12898;
 - f. assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended (16 U.S.C. §1451, *et seq.*);
 - g. conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401, *et seq.*);
 - h. protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - i. protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205) (16 U.S.C. §1531, *et seq.*)
 - j. protection of components of the national wild and scenic rivers system in the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271, *et seq.*).
- 19) It will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801, *et*

seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

- 20) It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-19.6). Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
- 21) It will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 42 U.S.C. § 4001-4107) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 22) It will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996, OMB Circular No. A-133 "Audits of States, Local Governments, and Non-Profit Organizations, and applicable provisions of 2 CFR 200 Subpart F.
- 23) With respect to demolition activities, it will:
 - a. Create and make available documentation sufficient to demonstrate that the Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - b. Return the property to its natural state as though no improvements had ever been contained thereon.
 - c. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the South Carolina Department of Health and Environmental Control and the county health department.
 - d. Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.
 - e. Provide supervision over contractors or employees employed by Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - f. Leave the demolished site clean, level and free of debris.
 - g. Notify Recipient promptly of any unusual existing condition which hampers the contractors work.
 - h. Obtain all required permits.
 - i. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site, and provide documentation of such closures.
 - j. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)(42 U.S.C. § 6201, *et seq.*).
 - k. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act of 1955, as amended (42 U.S.C. § 7412 and § 7606); Section 508 of the Clean Water Act of 1977, as amended (P.L. 95-217) (33 U.S.C. 1251, *et seq.*); Executive Order 11738; and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
 - l. Provide documentation of public notices for demolition activities.

- 24) If the award will be used for construction, the Subrecipient:
- a. Will not dispose of, modify the use of or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the Recipient or the federal awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
 - b. Will comply with the requirements of the grant program and federal awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
 - c. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the federal awarding agency or the State (including the Recipient).
 - d. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- 25) It will ensure that any procurement funds involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.317 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").
- 26) It will comply with all Federal statutes related to nondiscrimination including but not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
 - b. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683 and 1685- 1687), which prohibits discrimination on the basis of sex;
 - d. American's with Disabilities Act (ADA) (Public Law 101-336, 42 U.S.C. §12101, *et seq.*, as amended.
 - e. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
 - f. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
 - g. 2 C.F.R. 200.321 requiring non-federal entities to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - h. The Drug Abuse Prevention, Treatment, and Rehabilitation Act (21 U.S.C. § 1101, *et seq.*), relating to nondiscrimination on the basis of drug abuse;
 - i. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), 42 U.S.C. §§ 4541-4594, *et seq.*, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - j. §§523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. §

- 290 dd-2), relating to confidentiality of alcohol and drug abuse patient records;
- k. Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. § 10228, *et seq.*, or Victims of Crime Act (as appropriate);
 - l. Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
 - m. 44 CFR part 7, Nondiscrimination in Federally-Assisted Programs (see also 44 CFR §206.11 Nondiscrimination in Disaster Assistance);
 - n. Any other nondiscrimination provisions applicable to the HMGP program and the requirements of any other nondiscrimination statutes which may apply to this award.
- 27) It will comply with the Contract Work Hours and Safety Standards Act of 1962, as amended, (40 U.S.C. § 3701, *et seq.* and as supplemented at 29 C.F.R. Part 541) requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
 - 28) It will comply with the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 *et seq.*, requiring that covered employees be paid at least the minimum prescribed wage and that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work week.
 - 29) It will comply with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. § 3141, *et seq.*), 29 C.F.R. Part 3, and 29 C.F.R. Part 5, as may be applicable, subject to any penalties therein in addition to the penalty provided in 18 U.S.C. § 874.
 - 30) It will comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.
 - 31) It will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients and subrecipients from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect, (2) procuring a commercial sex act during the period of time that the award is in effect, or (3) using forced labor in the performance of the award or subawards under the award.
 - 32) In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
 - 33) It will comply with Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, and provide an Equal Employment Opportunity Program if required to maintain one, where the Application is for \$500,000 or more.
 - 34) That responsibility for compliance with this Agreement rests with Subrecipient and that noncompliance with this Agreement shall be cause for the rescission, suspension, or termination of funding under this Agreement and may affect eligibility for funding under future agreements.
 - 35) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform

work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

- 36) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any subsequent submission or response to Recipient request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Recipient and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Recipient from all its obligations to the Subrecipient.
- 37) This Agreement shall be construed under the laws of the State of South Carolina, and venue for any actions arising out of this Agreement shall lie in Richland County Circuit Court. If any provision hereof is in conflict with any applicable statute or rule or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be deemed severable but shall not invalidate any other provision of this Agreement.
- 38) No funds or other resources received from the Recipient disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the South Carolina Legislature or any State agency.
- 39) As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$100,000, as defined at 44 CFR Part 18:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.
 - d. Standard Form—LLL is attached? (*circle one*) YES NO
- 40) It will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7321-7326) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- 41) Subrecipient and its contractors will comply with the Drug-Free Workplace Act of 1988, as amended (41 U.S.C. § 8101, *et seq.*) and implemented at 28 CFR Part 67, Subpart F. As

required by the Drug-Free Workplace Act, the Subrecipient certifies that it will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug free awareness program to inform employees about
 - The dangers of drug abuse in the workplace;
 - The grantee's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - Abide by the term of the statement; and
 - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such convictions;
- e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted
 - Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or
 - Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The Subrecipient may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

- 42) **The Subrecipient will comply with FEMA Interim Policy #405-143-1: Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment.**
- 43) **It will comply with 2 C.F.R. § 200.322. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative programs. The following language should be included in the contract with the Contractor.**
 - (a) **In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:**
 - (1) **Competitively within a timeframe providing for compliance with the contract performance schedule;**
 - (2) **Meeting contract performance requirements; or**
 - (3) **At a reasonable price.**
 - (b) **Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.**
 - (c) **The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."**
- 44) **It will comply with 2 C.F.R. § 200.322, as appropriate and consistent with the law. The non-federal entity should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products. The requirements of 2 C.F.R. § 200.322 must be included in all subawards including all contracts and purchase orders for work or products under this award.**
 - (a) **"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.**
 - (b) **"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.**
- 45) **It will not use the Department of Homeland Security seal, logo, or flags without authorization as set forth in 18 U.S.C. §§ 506 and 701, subject to the penalties set forth in 18 U.S.C. §1017.**
- 46) **It will comply with applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program and award.**
- 47) **It will comply with applicable requirements of state law, regulations, and policies governing this award.**
- 48) **Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to this Agreement.**
- 49) **These assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Subrecipient by FEMA, that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States and the Recipient shall have the right to seek judicial enforcement of this assurance. These assurances are binding on the Subrecipient, its successors, transferees, and assignees, and the person or persons whose signatures appear on this agreement as authorized to sign this assurance on behalf of the Subrecipient.**

Award conditions as noted in the FEMA award letter of January 31, 2023.

EXHIBIT C

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 21, 2023

ITEM TITLE:

Title: **Video Management System (VMS) Upgrade
Camera System**

Department(s): **Detention Center**

Amount: **\$ 166,500.00**

Contingency (10%): **\$ 16,650.00**

Sales Tax (SCDOR): **\$ 9,990.00**

Total: \$ 193,140.00

FINANCIAL IMPACT:

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

Budget: **\$450,000.00** Project Cost: **\$193,140.00**

Balance: **\$256,860.00**

Finance Approval: _____

(Funding is from a One-Time Appropriations Funding from the SC Department of Public Safety)

BACKGROUND DESCRIPTION:

This purchase is for software and equipment upgrades for the Oconee County Detention Center Camera System; which is a part of the Video Management System (VMS).

This VMS system is the current surveillance and operating system; which controls all doors, intercoms and cameras within the Detention Center. Accurate Controls, Inc. is the current provider for the Video Management and Operating System. The Cameras and Camera Operating System portions of the current system has reached end of life and will not allow for new updates, rendering those parts of the system unusable / obsolete; therefore, requiring an upgrade. The current cameras are analog cameras and they do not produce a clear video recording. By upgrading the cameras to IP cameras, a better quality and detailed recording will be provided.

This upgrade to the Camera System will include: upgrading existing Bosch cameras to New Hanwha IP Cameras, network switches, punch down panels, interior fixed cameras, exterior fixed cameras, multi-imager cameras, additional storage servers, and licenses for the additional storage server.

The system upgrade is required for the safety of the Officers and Inmates. The new Camera System will provide a detailed recording of all cameras for a minimum of 60 days of continuous recording. This allows Detention Center Staff to replay video of any situation that arises with an officer or an inmate.

Staff is requesting a 10% contingency, in the amount of \$16,650.00, to cover any unforeseen items that may arrive during this project.

SPECIAL CONSIDERATIONS OR CONCERNS:

Accurate Controls, Inc. is not registered to collect sales tax in the state of SC; therefore, the County is required to pay sales and use tax directly to the SC DOR in the corresponding quarter in the amount of \$9,990.00.

The Oconee County Sheriff's Office received a One-Time Appropriations Award from SC Department of Public Safety, in the amount \$450,000.00 for the purchase of Cameras and Body Scanner. This purchase is 100% paid from this One-Time Appropriation.

ATTACHMENT(S):

1. Accurate Controls Proposal
2. One-Time Appropriations Letter

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

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

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve the Award of VMS System Camera Upgrade to Accurate Controls, Inc. of Ripon, WI in the amount of \$166,500.00.
2. Approve a 10% Contingency in the amount of \$16,650.00.
3. Authorize the County Administrator to execute documents for this grant project and sign any change orders within the contingency amount.
4. Approve the payment of \$9,990.00 to the SC DOR for sales and use tax.

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

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

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



ACCURATE CONTROLS, INC.

October 9th, 2023

**RE: Price Quotation for the Oconee County Detention Center
VMS system & Security Controls computers upgrade
Walhalla, SC**

Video Surveillance System & Security Controls computers Upgrade

Summary of Scope:

This Proposal is for upgrade of the existing analog Bosch cameras to new Hanwha IP cameras. Included in this proposal will be additional network switches, punch down panels, interior fixed cameras, exterior fixed cameras, multi-imager cameras, additional storage servers, and licenses for the additional storage server.

The reason for the additional storage server is that the new IP cameras have more storage needs, because of the better video quality. Also, the additional licenses are to cover the cameras that will be recording on the new server. All the existing network switches and servers will remain in place and be used.

The additional network switches and punch downs are to pick up the additional network ports that the IP cameras will require. The current setup with encoded analog cameras only utilize one network port for each encoder which can have up to 16 cameras attached.

The existing exterior analog cameras that will be removed and replace with multi-imager cameras are as follows: C01, C79, and C80 (1 new multi-imager camera), C87, C88, and C51 (1 new multi-imager camera), C50, C85, and C86 (1 new multi-imager camera), C08, C10, and C75 (1 new multi-imager camera).

The existing interior analog cameras that will be replaced 1 for 1 with new multi-imager cameras will be as follows: C55, C56, C63, C64, C59, C60, C68, C69, and C32

If this proposal is accepted, Accurate Controls will order all equipment listed in this proposal and have it shipped to Accurate Controls for initial setup. Once that setup has completed, all equipment will be sent to site. At that point an Accurate Controls Technician will come to site to install all proposed equipment. Once installation has completed, the onsite technician will test the system for functionality.

The facility will be responsible to perform or contract an electrical to pull the new cat6 cable, conduit, and back boxes. This will be for the two additional new exterior multi-imager cameras added to the exterior of the building. One to be located in the middle of the north side of the building. The other to be located on the southwest corner of the building. Also the facility will be responsible for the electrical to mount the corner mount brackets to the exterior of the building and route the cable and flex tube to the new camera housings.

This quotation includes adding the following new security electronics equipment:

- (2) HP Aruba JL255A 24 Port PoE switches
- (2) 24 port punchdown panels
- (75) Hanwha 2MP fixed dome interior cameras
- (1) Hanwha Ceiling mounted multi-imager camera
- (8) Hanwha pendant arm mounted interior multi-imager cameras
- (6) Hanwha pendant arm mounter exterior multi-imager cameras
- (6) Hanwha mounting exterior cap, pendant arm, and back box
- (8) Hanwha mounting interior cap, pendant arm, and back box
- (2) Hanwha Storge server for added storage needs
- (1) Hanwha 48 channel camera license
- (1) Hanwha 24 channel camera license



ACCURATE CONTROLS, INC.

- (1) Hanwha 16 channel camera license
- (2) Hanwha 4 channel camera license

Inclusions:

- All equipment to replace the existing analog cameras and replace with new IP cameras
- System engineering
- System programming
- Project management
- Head end equipment installation in existing racks and final terminations
- Onsite system startup, testing and certification.
- Quotation includes (1) technician on site for 4 weeks for installation.
- Freight from our facility to the project site included in our quotation.
- As-built drawings

Exceptions:

- Spare equipment
- All work to be completed on 1st shift Monday thru Friday 7:00 am to 4:30 pm
- Some work will require the disruption of normal operations.
- Sales tax on materials
- New West Penn 4246 Cat6 cabling
- Reusing existing Fiber and Fiber backbone
- Reusing existing UPS
- Conduit and conduit installation

Assumptions/Clarifications:

- Prevailing wages do not apply.
- ACI does not include new cabling in this proposal. It is assumed that the new cable will be installed by the owner or owner contracted electrical.
- New video management recording servers are sized to record all cameras for a minimum of 60 days on continuous recording.

Quotation:

Total Quotation = \$166,500.00

Warranty:

Accurate Controls, Inc. shall guarantee our labor and materials to be free from defects for a period of one (1) year from final acceptance of installation. We shall replace defective materials in a timely fashion after diagnosis. Accurate Controls, Inc. will not replace or warrant hardware which is damaged due to negligence, acts of god or vandalism.

Summary:

Quotation valid for 60 days and subject to change thereafter.

Accurate Controls, Inc. is a national UL508A integrator of the preceding equipment with all of our project coordinators, technicians, and engineers being factory authorized. For more information about Accurate Controls, Inc. please visit our website at www.accuratecontrols.com. If you have any questions, comments or suggestions, please feel free to call me at 920-748-6603 ext. 240.



ACCURATE CONTROLS, INC.

Respectfully,

Jeremy Dahlke

Jeremy Dahlke
Director of Customer Service Sales
jdahlke@accuratecontrols.com

Please accept this signature as an approval of this quotation and an authorization to proceed.

PO#: _____

Authorized Signature

Date: _____

Print Name

Title



south carolina
DEPARTMENT of PUBLIC SAFETY
PROTECT. EDUCATE. SERVE.

Office of the Director

10311 WILSON BLVD.
BLYTHEWOOD, SC 29016

September 8, 2023

Sheriff Mike Crenshaw
Oconee County Sheriff's Office
300 S Church Street
Oconee, SC 29691

RE: FY 23-24 One-Time Appropriations - Reporting Requirements

Dear Sheriff Crenshaw:

On July 1, 2023, the General Appropriations Act became effective, providing the revenue for State government to meet its budgetary expenses for fiscal year 2023-2024. This year's budget included allocations to the South Carolina Department of Public Safety (SCDPS) for one-time appropriations to outside organizations. The table below indicates the funds which have been allotted in our agency's budget for your organization.

| <u>Project</u> | <u>Amount</u> |
|--------------------------|---------------|
| Cameras and Body Scanner | \$450,000.00 |

The Act also includes Proviso 117.21, which outlines reporting requirements for organizations receiving state appropriations. These requirements mandate that, prior to the release of funds, a recipient organization must (1) provide a plan of how the state funds will be spent and (2) describe how the expenditures will provide a public benefit. After receiving the funds, the organization shall provide quarterly spending updates to the respective state agency. After all state funds have been expended, the organization shall further provide an accounting of how the funds were spent. Additionally, the proviso forbids the disbursal of funds to organizations or purposes which practice discrimination against persons by virtue of race, creed, color or national origin.

Executive Order 2022-19 requires all information submitted by your organization be published on the SCDPS website. This information will also be shared with the Executive Budget Office (EBO), the Chairman of the Senate Finance Committee, and the Chairman of the House Ways and Means Committee. Please utilize the attached EBO forms to compile the information your organization submits.

Should you have any questions or concerns, please do not hesitate to contact Joyce McCarty of the SCDPS Office of Highway Safety and Justice Programs at (803) 896-7732 or by e-mail at joycemccarty@scdps.gov. We look forward to working with you.

Sincerely,

Robert G. Woods, IV
Director

Attachments

Robert G. Woods, IV, SCDPS Director

RobertWoods@scdps.gov

SCDPS.SC.GOV

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 21, 2023

ITEM TITLE:

| | | |
|---|--|--|
| Title: PO 55323 Terracon Phase II Construction Testing for GCCP Mass Grading | Department(s): Economic Development | Amount: Phase I - \$33,998.00 <u>Phase II - \$39,573.24</u> Total: \$73,571.24 |
|---|--|--|

FINANCIAL IMPACT:

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

Budget: \$73,571.24 Project Cost: 75,571.24 Balance: \$0.00 Finance Approval: _____

BACKGROUND DESCRIPTION:

On March 14, 2023 Procurement issued purchase order number 55323, in the amount of \$33,998.00 to Terracon for Geotechnical and Environmental Services for Golden Corner Commerce Park (GCCP) to include; Geotechnical Services, Wetlands and Waters of the US delineations, and onsite meeting with USACE (U.S. Army Corps of Engineers).

This request is for Council Approval of Phase II to Terracon; which includes Mass Grading observations: site work, utilities, fill placement, density testing, proof rolls and laboratory testing, in the amount of \$39,573.24. If approved this would bring the purchase order total to \$73,571.24.

At the February 2, 2023 Council meeting, Council approved the execution of the Cooperative Grant Agreement between the Blue Ridge Electric Cooperative, Oconee County, Palmetto Economic Development Cooperative and South Carolina Department of Commerce (SCDOC) that is providing funding from the State of Carolina an Economic Development Grant Agreement between Oconee County and Palmetto Economic Development Corporation that is providing funding from the SC Power Team to clear, grade and make pad ready 42-acres at GCCP.

SPECIAL CONSIDERATIONS OR CONCERNS:

At the June 1, 2022 meeting, Council approved the award of RFP 20-02 for On Call Engineering to Terracon Consultants, Inc of Greenville, SC for Category C: Environmental Assessment Services and Category D: Geotechnical Engineering and Construction Testing Services.

ATTACHMENT(S):

1. Terracon Proposal

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve Phase II Mass Grading Observations for Golden Corner Commerce Park to Terracon Consultants of Greenville, SC in the total amount of \$39,573.24, for a total purchase order amount of \$73,571.24.
2. Authorize the County Administrator to transfer funds to the appropriate line item(s).

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

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



72 Pointe Circle
Greenville, SC 29615
P (864) 292-2901
F (864) 292-6361
Terracon.com

October 25, 2023

Oconee County
415 South Pine Street
Walhalla, SC 29691

Attn: Mr. Jamie Gilbert – Executive Director of Economic Development
P: (864) 638 4210
E: jgilbert@oconeesc.com

Re: **ADDENDUM** To Proposal for Geotechnical and Environmental Services
Golden Corner Commerce Park
Fair Play, Oconee County, South Carolina
Terracon Proposal No. P86225175_Rev3_Addendum

Dear Mr. Gilbert:

We appreciate the opportunity to submit this Addendum to our proposal dated March 13, 2023, to provide Construction Materials Testing services for the above referenced project. The following are exhibits to the Oconee County IDC Agreement dated June 11, 2021.

| | |
|-----------|---|
| Exhibit A | Project Understanding |
| Exhibit B | Scope of Services – (Added Task 3) |
| Exhibit C | Compensation and Project Schedule (Added Task 3) |
| Exhibit D | Site Location and Nearby Geotechnical Data |
| Exhibit E | Anticipated Exploration Plan |
| Exhibit F | Project Cost Estimate – (Added Construction Materials Testing) |

We understand that under Oconee County IDC, a purchase or task order shall be issued an agreement for services as acceptance of this proposal. Please reference this proposal number and date in the agreement for this project.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give us a call.

Sincerely,
Terracon Consultants, Inc.

Dawn Alvarez
Materials Department Manger

Nitin K. Dudani
Geotechnical Department Manager

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by Thomas and Hutton and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are indicated below. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

| Item | Description |
|--|--|
| Parcel Information | The project is located at eastern side of the intersection of SC Highway 59 and Feltman Road in Fair Play, Oconee County, South Carolina. Lat/Long: 34.5297, -82.9894 (approximate) (See Exhibit D) |
| Existing Improvements | The site is predominantly undeveloped partially wooded land. A structure exists near the southern edge of parcel. |
| Current Ground Cover | Partially wooded with underbrush at the majority of the site and asphalt road and a structure on the western portion. |
| Existing Topography | Based on the provided conceptual site plan, the site appears to generally slope down toward streams/ wetland area located in the west portion of the site. Site elevations range from about 705 feet near the wetland area in the west to about 8000 feet near the northeast edge of site. |
| Site Access | We expect tree clearing will be needed to access exploration locations with our track-mounted drilling equipment. We have budgeted one (1) day of tree clearing services with a forestry mulcher or dozer. The fee for this service is listed in Exhibit C. |
| Site Safety Related to COVID-19 | Terracon retains the right to stop work without penalty at any time if we believe it is in the best interests of our employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. The client agrees it will respond quickly to all requests for information made related to our pre-task planning and risk assessment processes. It is the responsibility of the client to notify us of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus. |
| Expected Subsurface Conditions | Our experience near the vicinity of the proposed development and USGS geologic maps indicate subsurface conditions consist of silty to clayey sand with near surface layers of fine-grained soils. Deeper subsurface conditions consist of partially weathered rock (PWR) overlying granitic gneiss and schist bedrock. Based on the geotechnical report performed by S&ME in 2014, some rock/ PWR may be encountered near the central portion of the site. |

Proposal for Geotechnical and Environmental Services

Golden Corner Commerce Park ■ Fair Play, Oconee County, South Carolina

October 25, 2023 ■ Terracon Proposal No. P86225175_Rev3_Addendum



Planned Construction

| Item | Description |
|--|---|
| Information Provided | <p>The following information was provided by Mr. Ryan Page of Thomas & Hutton on December 21, 2022:</p> <ul style="list-style-type: none">■ “GCCP - Mass Grading – North Site – Concept Layout.pdf” prepared by Thomas & Hutton dated January 4, 2023■ “GCCP - Mass Grading - North Site – Heat Map.pdf” prepared by Thomas & Hutton dated January 4, 2023■ “16e.Geotech.pdf,” prepared by S&ME and dated October 15, 2014 |
| Project Description | <p>The provided conceptual site plan depicts a 35 acres pad read industrial building with employee parking, trailer parking, driveways, and detention pond. Additional site is planned west of this larger footprint.</p> |
| Building Construction | <p>It is expected the building will be constructed with pre-cast panel walls and steel-framed roof with a concrete slab-on-grade.</p> |
| Finished Floor Elevation | <p>FFE = approx. 800 feet expected based on cut/ fill plan provided</p> |
| Maximum Loads | <p>The following maximum loading was assumed:</p> <ul style="list-style-type: none">■ Columns: 75 to 100 kips■ Walls: 5 to 6 kips per linear foot (klf)■ Slabs: less than 300 pounds per square foot (psf) |
| Grading/Slopes | <p>Finished floor elevation is expected to be at 706 feet, MSL.</p> <p>Based on the provided conceptual site plan, it is assumed up to about 25 feet of cut and up to about 40 feet of fill will be required to develop final grade.</p> <p>Final slope angles of as steep as 2H:1V (Horizontal: Vertical) are expected.</p> |
| Below-Grade Structures | <p>None anticipated.</p> |
| Free-Standing Retaining Walls | <p>None anticipated at this time. However, future retaining walls may be required with future development.</p> |
| Pavements | <p>We assume both rigid (concrete) and flexible (asphalt) pavement sections should be considered. Please confirm this assumption.</p> <p>Anticipated traffic is as follows:</p> <ul style="list-style-type: none">■ Autos/light trucks: 200 vehicles per day■ Light delivery and trash collection vehicles: 10 vehicles per week■ Tractor-trailer trucks: 50 load and 50 unloaded trucks per day <p>The pavement design period is 20 years.</p> |
| Estimated Start of Construction | <p>2023</p> |

EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

TASK 1 – GEOTECHNICAL SERVICES

The field exploration program consists of the following:

| Number of Locations | Type of Exploration | Planned Depth (feet) ¹ | Planned Location |
|----------------------------|----------------------------|--|--|
| 18 | Borings | 15 to 40, or auger refusal | Planned building area and deep cut areas |
| 3 | Borings | 10 to 35, or auger refusal | Detention pond areas |
| 9 | Borings | 10, or auger refusal | Parking areas |

¹. Below ground surface.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. If not available, the ground surface elevations are estimated from the most recent Google Earth™ imagery and the accuracy of the ground surface at each point is probably about 2 feet.

Subsurface Exploration Procedures: We will advance soil borings with a track-mounted drill rig using continuous flight augers (hollow stem). Four samples are obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Depending on the materials, soil sampling is typically performed using thin-wall tubes, thick-wall tubes, and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests. Unless otherwise notified by client, samples will be disposed after 90 days from date of exploration.

Proposal for Geotechnical and Environmental Services

Golden Corner Commerce Park ■ Fair Play, Oconee County, South Carolina

October 25, 2023 ■ Terracon Proposal No. P86225175_Rev3_Addendum



Property Disturbance: We will backfill borings with auger cuttings or cement-bentonite grout, consistent with state regulations, upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

We retain the right to stop work without penalty at any time if we believe it is in the best interests of our employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. The client agrees it will respond quickly to all requests for information made related to our pre-task planning and risk assessment processes. It is the responsibility of the client to notify us of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through SC 811. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services to scan the immediate area, typically 10x10 feet, around our boring locations. Fees associated with the additional services are not included in our current Scope of Services and will be forwarded to our client for approval prior to initiating. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Proposal for Geotechnical and Environmental Services

Golden Corner Commerce Park ■ Fair Play, Oconee County, South Carolina

October 25, 2023 ■ Terracon Proposal No. P86225175_Rev3_Addendum



Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. The laboratory testing assigned will follow the relevant procedural test standards and may include the following:

- Water content
- Atterberg limits
- Grain size analysis

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation and/or pavement alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents

Proposal for Geotechnical and Environmental Services

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our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Recommendations for design and construction of interior floor slabs
- Seismic site classification
- Subgrade preparation/earthwork recommendations
- Lateral earth pressure recommendations
- Recommended pavement options and design parameters

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations, and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

TASK 2 – WETLANDS AND WATERS OF THE US DELINEATION

Preliminary Data Gathering and Analysis

Prior to visiting the site to conduct the field delineation, background research will be conducted, which will consist of locating and reviewing historic aerial photographs, historic topographic maps, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, soil data from the Natural Resources Conservation Service (NRCS), Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), U.S. Geological Survey (USGS) National Hydrography Dataset (NHD) maps, publicly available light detection and ranging (LiDAR) data, and other related data as applicable and based on availability. The preliminary data analysis will assist Terracon in preliminarily identifying potential aquatic resources and jurisdictional features on the site.

Applicable excerpts of topographic maps, aerial photographs, and floodplain maps, and proposed project boundaries will be projected and converted to the appropriate Geographic Information System (GIS) format for fieldwork, mapping, and report preparation.

Terracon understands a prior delineation was performed at the site. Terracon will submit a Freedom of Information (FOI) request to the USACE to obtain readily available files which may aid in the delineation process.

Field Delineation

A site visit will be conducted to determine the presence and approximate locations of potential waters of the United States (WOTUS), including wetlands. Terracon understands the site consists of the southern portion of the parent parcel, as detailed in the provided “Mass Grading GCCP East Site – Concept Layout” dated 12/6/2022 and provided by Thomas & Hutton. If this site boundary is incorrect, please notify us immediately as fees may be subject to change. The delineation will use mandatory technical criteria, field indicators, and other sources of information to determine whether the site has jurisdictional WOTUS, including wetlands. WOTUS, including wetlands, are identified according to the definitions provided in 33 CFR §328.3(a). The classification of aquatic resources on the site will be performed by a degreed biologist or environmental scientist trained and experienced in delineation methodologies.

The methods Terracon will use in the delineation generally follow the United States Army Corps of Engineers (USACE) Wetland Delineation Manual (USACE Manual), dated 1987 and the applicable Regional Supplement to the USACE Wetland Delineation Manual: Eastern Mountains and Piedmont Region Version 2.0). WOTUS, including wetlands generally have three essential characteristics: wetland hydrology, hydrophytic vegetation, and hydric soils.

Proposal for Geotechnical and Environmental Services

Golden Corner Commerce Park ■ Fair Play, Oconee County, South Carolina

October 25, 2023 ■ Terracon Proposal No. P86225175_Rev3_Addendum



Terracon will identify potential WOTUS: traditional navigable waters, relatively permanent waters, non-relatively permanent waters, and wetlands that are adjacent, abutting, or isolated to these waters. The delineation task involves placing colored flagging along the wetlands/WOTUS and upland boundary. Each flag will be consecutively numbered using indelible ink. Streams, rivers, ponds, and lakes will be identified by delineating ordinary high-water mark. Linear aquatic resources such as braided stream systems located entirely within abutting wetland systems will be evaluated for stream parameters and the approximate locations of the linear features will be estimated and displayed on the depiction as applicable. The field delineation will include collection of field data from discrete sample locations (Data Points) necessary to complete required USACE Wetland Determination Data Forms. The number of Data Points evaluated will be determined based on professional judgement and will document the following information:

1. The site will be evaluated for primary and secondary hydrology indicators. If at least one primary or two secondary indicators are observed in accordance with the Regional Supplement, the observation location will be considered to have wetland hydrology.
2. The percent cover of each vegetation stratum (i.e., trees, saplings, shrubs, herbs, and woody vines) will be classified and dominance will be determined in accordance with the Regional Supplement. If the percentage of dominant species with sufficient wetland indicator status (OBL, FACW, and/or FAC¹) is less than 50 percent, prevalence index and morphological adaptations may be evaluated to confirm if hydrophytic vegetation is present or absent.
3. The subsurface soils will be evaluated using a soil probe or similar method. The samples will be collected to a depth of approximately 20 inches below ground surface, depending on local soil conditions, and the soil will be visually compared to Munsell Soil Color Charts™ to determine value and chroma. The soil samples were further examined for hydric soil indicators in accordance with the Regional Supplement.

Wetlands/WOTUS Depiction

USACE requires the delineated aquatic resources and site boundary to be depicted on a drawing and submitted to USACE as part of the Jurisdictional Determination Request package. The following two options are acceptable methods for aquatic resource depictions:

1. **Client provided survey drawing:** Wetlands/WOTUS and the site boundary can be surveyed by a licensed surveyor. A survey drawing should be created and provided to Terracon for submittal to USACE as part of the Jurisdictional Determination Request package. *Terracon*

¹ USACE National Wetland Plant List Indicator Rating Definitions, July 2012

Proposal for Geotechnical and Environmental Services

Golden Corner Commerce Park ■ Fair Play, Oconee County, South Carolina

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will conduct one review of the survey drawing to ensure that it meets the USACE requirements.

- 2. GPS sub-meter depiction:** Upon your request, Terracon will utilize a Trimble Geo7X (sub-meter accuracy) hand-held Global Positioning System (GPS) unit with a Global Navigation Satellite System (GNSS) receiver to map the location and boundaries of delineated wetlands. The GPS locations will be used to create a Depiction of Aquatic Resources Map using GIS software. The Depiction of Aquatic Resources Map will contain a generalized boundary of the site based on best available data such as spatially referenced computer aided design and drafting (CADD) data (if available and provided by the Client), county parcel data, and/or existing boundary surveys. The cost for locating wetlands/WOTUS lines using a GPS and producing A Depiction of Aquatic Resources Map using GIS software is included as a separate line item in the cost section of this proposal. (A GPS Depiction of Aquatic Resources Map is often much faster than conventional surveying and drafting of survey drawings by a third-party surveyor. Upon request, Terracon will provide ArcMap® shapefiles and CADD files for the delineated aquatic resources displayed in State Plane coordinates). *Vegetative canopy or/ or cloud cover may interfere with GPS accuracy.*

Reporting or Preparation of Jurisdictional Determination Request Package

A report will be prepared documenting the results of the Field Delineation. The report will describe the assessment methodology, limitations, findings, conclusions, and recommendations as appropriate. The report will include the following information, as applicable:

- Description of the site, delineation methods, and Data Point sampling procedures;
- Historic information (including topographic maps, aerial photographs, FEMA maps, NWI maps, NHD maps, and NRCS soil maps) as required by USACE;
- A description of the potentially jurisdictional WOTUS and non-jurisdictional aquatic resources identified;
- Survey drawing or GIS Depiction of Aquatic Resources Map (see Section 2.3) depicting the site boundary and jurisdictional/non-jurisdictional features with acreages and linear footages as applicable;
- USACE required Wetland Determination Data Forms that correspond to Data Points;
- Data Point photographs with descriptions; and
- Professional opinions regarding the potential jurisdictional status of the identified aquatic resources with supporting documentation and rationale.

The report will be provided to you for review. Upon your request, Terracon will submit the report to USACE for initiation of the Jurisdictional Determination process. There are two types of Jurisdictional Determinations that can be obtained from USACE; (1) Preliminary Jurisdictional Determination and (2) Approved Jurisdictional Determination.

- 1. Preliminary Jurisdictional Determination (PJD) Request:** A PJD is the most common type of jurisdictional determination provided by USACE. For purposes of computation of impacts, compensatory mitigation requirements, and other resource protection measures, a permit decision made on the basis of a PJD will treat waters and wetlands that would be affected in any way by the permitted activity on the site as if they are jurisdictional WOTUS. In other words, there is a presumption of jurisdiction for aquatic resources on a site. PJDs are sufficient to initiate wetlands/WOTUS impact permitting if future phases of the project would impact aquatic resources. Other state and federal permitting agencies that rely on USACE to verify wetland/WOTUS boundaries also accept PJDs. The advantage of PJDs is less regulatory scrutiny and more expedited response from USACE.
- 2. Approved Jurisdictional Determination (AJD) Request:** An AJD is needed if there are non-jurisdictional (isolated) aquatic resources on a site. An AJD would also be required if there are no aquatic resources on the site and the entire site is comprised of uplands. The level of effort to obtain an AJD requires additional documentation and regulatory agency scrutiny is typically greater. As such, this scope of work does not include fees for obtaining an AJD. The level of effort to obtain an AJD varies based on site size and amount of delineated aquatic resources. If an AJD is applicable for the project site, Terracon will coordinate with you prior to preparing the supplemental information required to obtain an AJD.

By definition, a PJD can only be used to determine that wetlands or other water bodies that exist on a particular site “may be” jurisdictional WOTUS. A PJD by definition cannot be used to determine either that there are no wetlands or other water bodies on a site (i.e., that there are no aquatic resources on the site and the entire site is comprised of uplands), or that there are no jurisdictional wetlands or other water bodies on a site, or that only a portion of the wetlands or waterbodies on a site are jurisdictional. A definitive, official determination that there are, or that there are not, jurisdictional WOTUS on a site can only be made by an AJD².

Please note that either a PJD or AJD can be used for potential USACE Clean Water Act permitting efforts. The distinction is that PJD carries a presumption of jurisdiction; therefore, aquatic resources on a site would be jurisdictional and subject to the Clean Water Act. Additionally, although both PJDs and AJDs are acceptable for potential permitting, only the AJD option can be appealed. Following the Field Delineation, Terracon will provide site specific consultation regarding the applicability of requesting a PJD or AJD and the level of effort and additional cost required to obtain an AJD as applicable.

² USACE Regulatory Guidance Letter No. 08-02, dated June 26, 2008

USACE Verification Site Visit

If the Jurisdictional Determination request is initiated, the USACE frequently conducts a site visit to verify that the flagged aquatic resources accurately define the wetlands/WOTUS on the site. USACE frequently requests a meeting with the wetland delineator on site during the review. In the event that USACE requests an onsite meeting with Terracon, additional costs will apply as indicated in the Compensation section of this proposal.

Limitations

Conditions within WOTUS naturally change over time and can vary seasonally over short periods. Effects of man-made disturbances and/or temporal variations (e.g. rainfall, season, drought), and/or subjective regulatory interpretation of data and field conditions may preclude assessment in conformance with USACE requirements and sometimes significantly affect findings, conclusions, and recommendations.

Official authority to make a determination defining applicable jurisdictional limits rests solely with the United States Environmental Protection Agency (USEPA); however, authority has been delegated to the USACE. Jurisdictional Determinations are made by the USACE, upon specific written request, on a case-by-case basis and may make use of certain information at its disposal (such as other permits and studies) that may not be readily available to the public.

TASK 3 – CONSTRUCTION MATERIALS TESTING – ADDENDUM (ADDED SCOPE)

The required inspection and testing services required for this project will be conducted by Terracon in accordance with the recommendations and requirements offered by the project contract documents, the project geotechnical report, the International Building Code, and the applicable ASTM testing and material standards, as well as other applicable referenced standards. We understand our scope of services for this project will include observations and/or testing of the following areas of construction:

Soils/Mass Grading

- During fill placement and compaction operations, Terracon will monitor lift thicknesses of the fill being placed to verify compliance with the project contract documents. At the specified testing frequency, Terracon will perform field density testing to determine the in-place density of the fill material placed within the limits of the building pad and paved areas. In-place fill density will be tested in accordance with ASTM D 6938 *Standard Test Method for In Place Density and Water Content of Soil and Soil Aggregate by Nuclear Methods (Shallow Depth)*. The maximum dry density of the fill soil will be determined in the laboratory in accordance with ASTM D 698 *Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort*.

Proposal for Geotechnical and Environmental Services

Golden Corner Commerce Park ■ Fair Play, Oconee County, South Carolina

October 25, 2023 ■ Terracon Proposal No. P86225175_Rev3_Addendum



- Continuous observations to observe proofrolling of prepared subgrade and provide direction for removal and replacement of unsuitable soil
- Periodic observations of classification and testing of compacted fill materials
- Continuous observations to verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill
- Periodic observations of subgrade to verify it has been prepared properly prior to placement of compacted fill
- Observe stability and perform density tests on graded aggregate base course

Assumptions and Exclusions

The following assumptions were made when creating a cost estimate for the above referenced scope of services:

- Staff time, laboratory testing and extra trips required for re-testing and re-inspections will be denoted on the monthly invoices as such and be considered out-of-scope or additional items not included in the above estimated budget.
- We understand that proposed is for mass grading construction at this time and additional services will be provided upon request once building drawings become available.

Scheduling Guidelines

Phone No: [864] 293-7350 | Email: GreenvilleSC-Schedul@terracon.com

Our services will be provided on an “as requested” basis when scheduled by your representative. We recommend that you utilize the “**Dispatch/Scheduling Phone Number**” between the hours of 8:00 am and 5:00 pm. During scheduling the following information should be provided to our dispatcher to best serve you:

- Project name and location
- Date and time of the requested service(s)
- Services required (please do not assume that technicians carry all equipment)
- Onsite location(s) of the requested service(s)
- Anticipated quantities of materials (i.e., cubic yards of concrete)
- Onsite contact information (name and phone number, if possible)

Please note that we would prefer you schedule our services in a timely manner and need to cancel them than to not call at all or call late. We require a minimum 24-hour notice to schedule personnel for services to avoid delays to construction activity. If our services are not scheduled according to this time frame, we will make every reasonable effort to accommodate your needs but may be unable to provide service. Terracon will only provide testing when contacted by your designated representative and will not be responsible for required testing if we are not scheduled.

Data Management and Reporting



To enhance the service Terracon provides to our clients, we use a proprietary project management and data management software program known as CMELMS™ (Construction Materials Engineering Laboratory Management System). CMELMS™ is a program developed by Terracon specifically tailored for Construction Quality Control and Quality Assurance consulting and testing projects. CMELMS™ allows us to electronically track all client service requests, daily field reports, laboratory test results, concrete history and performance, invoicing, project budgets, and project report and invoice distribution. The software creates a database for each project that allows us to provide **timely and constant communication** to our clients and instantaneous retrieval of field and laboratory reports and test results and budget information. This proves to be invaluable to our project managers and our clients when discussing specific project details and data. Furthermore, we can also provide distribution of reports and invoicing to our clients via electronic methods. This includes email distribution or setting up project specific “Client Document Website” where our clients and other approved Project Team members can go to via the Internet and retrieve critical project information.

Through our CMELMS™ program, we have the capability to efficiently track and develop a listing of our tests and observations that are not in compliance with the approved plans and specifications for the project. This deviation log is maintained throughout the project and serves as one point of reference that can be viewed by the project team members to see which items are still unresolved. Maintenance and distribution of a deviation log serves to help address and correct deviations throughout the project.

Each of our technicians is provided a field laptop and smartphone. With these devices, the technicians can connect to the internet, complete their report in the field electronically and submit it directly to the project manager in the office through CMELMS™. Once the report is submitted, it is instantly uploaded to the project manager’s dashboard for review. If a deviation is noted within the report, an email notification is automatically sent to the project manager informing him or her of the non-conforming items and that action may be required. At Terracon, we have a company-wide standard utilizing the following reporting goals:

- Formal reports containing deviations or non-conforming items will be submitted within 24 hours of the site visit.
- Formal reports without deviations or non-conforming items will be submitted within 5 business days of the site visit.
- Formal laboratory testing reports will be submitted within 2 business days of the completion of the testing.

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Tracking of Non-Conformances for Special Inspection Services

For Special Inspection Services, non-conformance items not resolved by the end of the day will be recorded as being in non-compliance. They will be logged and tracked until cleared. All pertinent parties will be informed of non-compliance at the time it is discovered, and weekly updates will be given until all non-conformance items are cleared.

Reporting

Results of field tests will be submitted verbally to available personnel at the site. Final written summaries of field tests and observations are usually submitted at intervals of approximately twice per week and will include results of laboratory tests.

Proposal for Geotechnical and Environmental Services

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EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

| Task 1 – Geotechnical Services | Based on Attached Cost Estimate | Authorized by Client Yes/No |
|--|--|------------------------------------|
| Geotechnical Services Site Clearing, Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting | \$28,790 | Work completed |

| Task 2 – Environmental Services | Based on Attached Cost Estimate | Authorized by Client Yes/No |
|--|--|------------------------------------|
|--|--|------------------------------------|

Wetland and WOTUS Delineation

| | | |
|---|---------------------------|-----------------------|
| Desktop Review, Field Delineation Using Colored Flagging, and collection of Data Points (Includes collection of field data to complete up to 5 Regional Supplement-Wetland Determination Forms) Deliverable: Approximate sketch of the aquatic resources (Approximate sketch is not typically suitable for planning or design) | \$2,743 | Work Completed |
| Sub-meter accuracy GPS locating of wetlands/WOTUS lines and preparation of Depiction of Aquatic Resources Map in GIS | \$215 | Work Completed |
| Preparation of Delineation Report or Submittal of Jurisdictional Determination Request Package | \$1,250 | Work Completed |
| *One onsite meeting with USACE Unit rates: Staff Scientist: \$95/hour Project Scientist: \$110/hour | *Estimated Fee \$1,000 | Not completed/Pending |

**Site visits with regulatory agency representatives on site to verify WOTUS locations will be invoiced based on the referenced hourly unit rates. If additional meetings or site visits are necessary to complete the Jurisdictional Determination process, Terracon will coordinate with you regarding additional costs prior to invoicing.*

Proposal for Geotechnical and Environmental Services

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| ADDENDUM Task 3 – Construction Materials Testing | Based on Attached Cost Estimate | Authorized by Client Yes/No |
|---|--|--|
| Mass Grading observations: sitework, utilities, fill placement, density testing, proofrolls, and laboratory testing | \$39,573.24 | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

Geotechnical Services

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

| GeoReport® Delivery | Posting Date from Notice to Proceed ^{1, 2} |
|------------------------------|--|
| Submit Project Planning | 5 days |
| Complete Field Exploration | 35 days |
| Submit Site Characterization | 40 days |
| Submit Final Report | 45 days total from start date (notice to proceed) |

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated calendar days for the four delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

Proposal for Geotechnical and Environmental Services

Golden Corner Commerce Park ■ Fair Play, Oconee County, South Carolina

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Environmental Services

We anticipate that field work will be complete within two weeks from your authorization to proceed, weather permitting. If requested, preparation of the Delineation Report or Jurisdictional Determination Request Package will be completed within two weeks following the field delineation. Applicable supporting documentation will be submitted to USACE at your request. Receipt of verification concurrence and a Jurisdictional Determination letter is largely based on agency response. Terracon will seek frequent status updates.

EXHIBIT D – SITE LOCATION

Golden Corner Commerce Park ■ Fair Play, Oconee County, South Carolina
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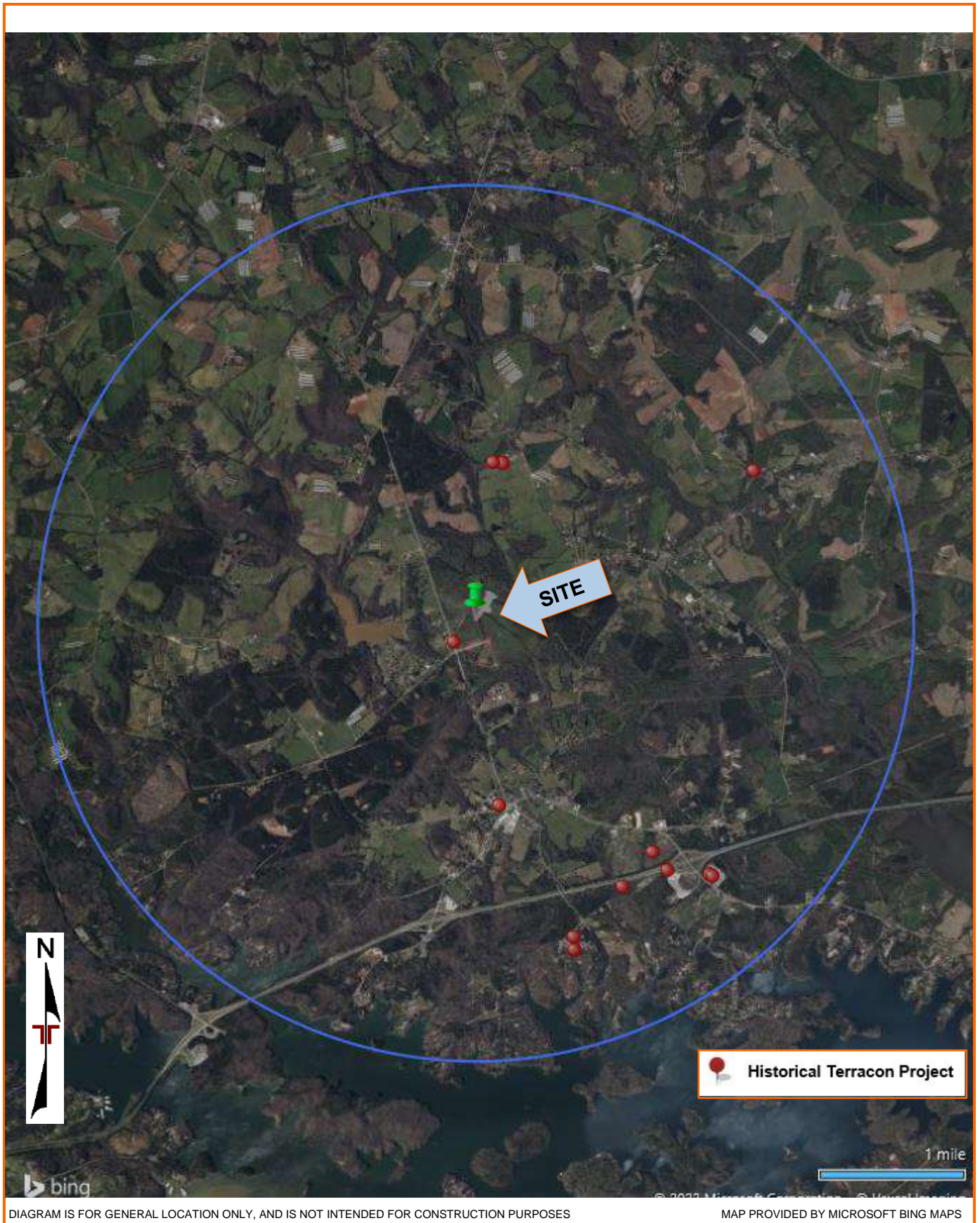
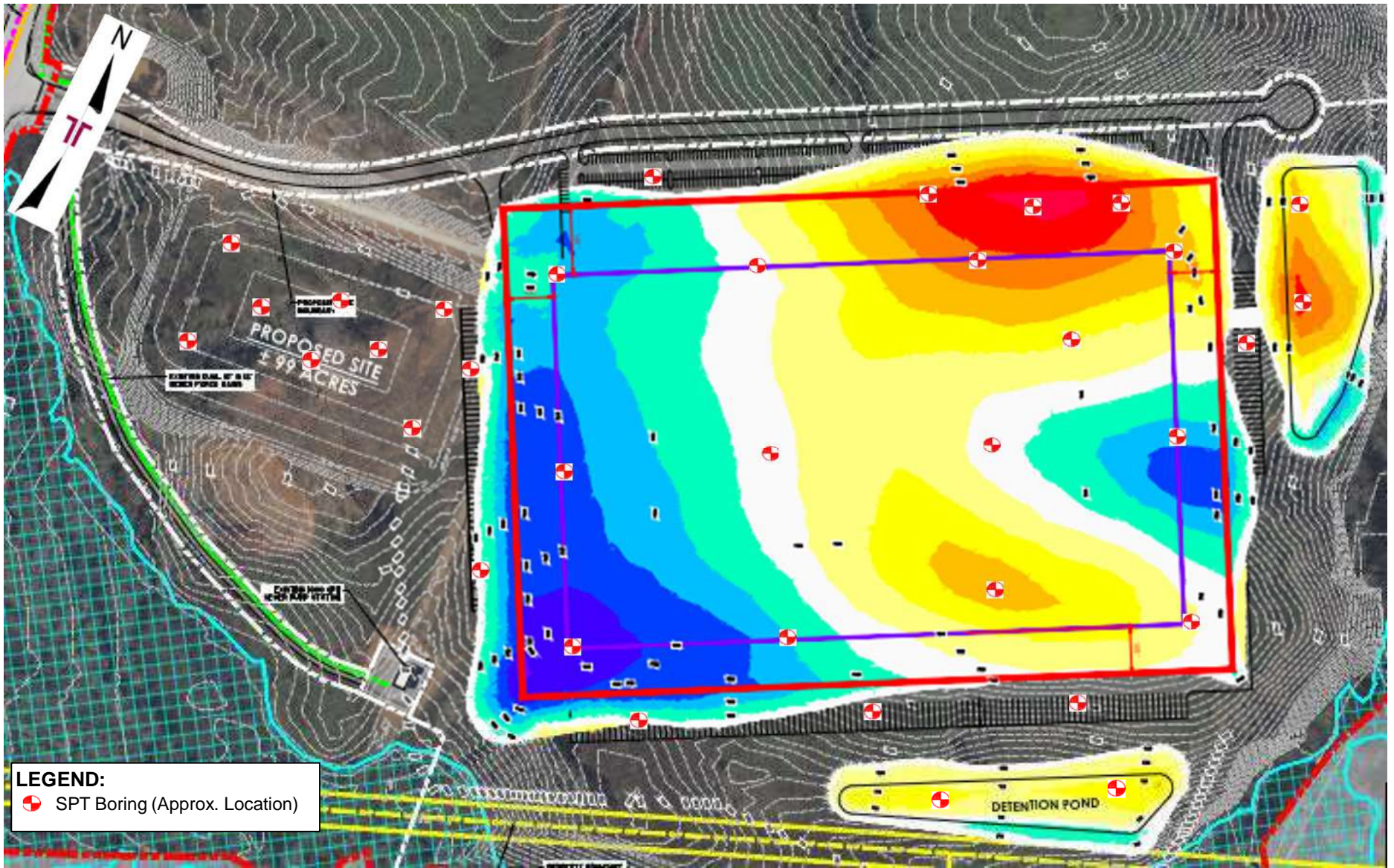


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS



LEGEND:
 ● SPT Boring (Approx. Location)

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

| | |
|---------------------------|---------------------|
| Proposal No. P86225175 | Scale: N.T.S. |
| Drawn by: MM | File Name: |
| Checked by: ND | Date: 12/30/2022 |
| Approved by: ND | |

Terracon
 Consulting Engineers & Scientists

72 Pointe Circle Greenville, South Carolina 29615
 PH. (864) 292-2901 FAX. (864) 292-6361

| |
|---|
| Boring Location Plan |
| Golden Corner Commerce Park S.C. Highway 59 Fair Play, South Carolina |

| |
|------------------|
| Exhibit E |
|------------------|

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 21, 2023

ITEM TITLE:

| | | |
|--|--|---------------------------------------|
| Title: PO 55301 – Thomas & Hutton | Department(s): Economic Development | Amount: Phase I - \$169,385.00 |
| Phase II of Engineering for GCCP Mass Grading | | <u>Phase II - \$ 75,165.00</u> |
| | | Total: \$244,550.00 |

FINANCIAL IMPACT:

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

Budget: \$244,550.00 **Project Cost: \$244,550.00** **Balance: \$0.00** Finance Approval: _____

BACKGROUND DESCRIPTION:

At the February 2, 2023 Council meeting, Council approved the Award to Thomas and Hutton for Engineering to include consulting, design and permitting for the clearing and grading of 42-acres at Golden Corner Commerce Park in the amount of \$169,385.00. This was the first phase of this project. Phase II includes Bidding and Award Services, Construction Phase Services and Project Close Out Phase Services.

On March 2, 2023 Procurement issued purchase order number 55301 to Thomas and Hutton in the amount of \$169,385.00. This purchase order included General Consulting, Design and permitting. The Second Phase would include Bidding and Award Services, Construction Phase Services and Project Close Out Phase Services and would increase this purchase order by \$ 75,165.00 for a total purchase order amount of \$244,550.00.

Golden Corner Commerce Park (GCCP) is a 320+ acre industrial property owned by Oconee County located 2 miles from Interstate 85 (Exit 4). The property is served by water, sewer, electric and natural gas, all of which have sizeable capacities capable of supporting large scale industrial projects. The property is considered one of the best industrial sites between Atlanta and Raleigh, NC and over the past several years has drawn considerable interest from a number of manufacturing projects.

The inability to secure one or more businesses at GCCP can be directly tied to the property's undeveloped and raw status. While infrastructure is located at the site, no work has been done to prepare the property for development and is a major consideration when businesses are evaluating locations in multiple states. No portion of GCCP has been cleared or graded, and its topography appears challenging to many prospective businesses. The Oconee Economic Alliance (OEA) believes that creating a cleared, graded and pad ready 42-acre site running parallel to Highway 59 on the north side of GCCP, will significantly increase the marketability of the property. Completion of this work, will put Oconee County in a far better position to successfully compete for sizable manufacturing projects that are considering GCCP. This type of initiative was done at Oconee Industry and Technology Park and the impressive build-out of that location is a direct result of Oconee County clearing and grading it. OEA believes similar results will be forthcoming at GCCP.

SPECIAL CONSIDERATIONS OR CONCERNS:

At the June 1, 2022 meeting, Council approved the award of RFP 20-02 for On Call Engineering Services to Thomas & Hutton of Greenville, SC for Category E: On Call General Engineering Services.

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

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

ATTACHMENT(S):

1. Thomas and Hutton Proposal

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve Phase II Engineering for the Mass Grading Project at Golden Corner Commerce Park to Thomas and Hutton of Greenville, SC in the amount of \$75,165.00, for a total purchase order amount of \$244,550.00.
2. Authorize the County Administrator to transfer funds to the appropriate line item(s).

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

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

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

**GOLDEN CORNER COMMERCE PARK
PHASE 1 MASS GRADING IMPROVEMENTS
Bidding & Construction Phase Services**

ADDENDUM #1

ADDENDUM # 001 DATE October 30, 2023

ADDENDUM TO CONTRACT NO. 001 DATED March 2, 2023

PROJECT: Golden Corner Commerce Park – Phase 1 Mass Grading Improvements

Oconee County, SC (Owner) and Thomas & Hutton Engineering Co. (Consultant or Thomas & Hutton) this 30th day of October, 2023, amend their contract dated March 2, 2023 for work, materials, or services described below.

SCOPE OF WORK:

The additional scope of work includes Bidding and Award assistance, Construction Administration, Construction Observations, SWPPP Inspections and Construction Closeout Phases. All phases are based on a time & expense basis.

1. SCOPE OF SERVICES

A. Bidding & Award Phase

Consultant shall assist Owner during the Bid Phase of the project. Services provided during this phase include the following:

- Preparation of Pre-Bid Public Notice and Invitation to Bid
- Pre-Bid Meeting & Pre-Bid Meeting Minutes
- Preparation and issuance of Addenda to Contract Documents based on questions received at Pre-Bid meeting, questions received from contractors, or revisions based on other information received during the bid phase.
- Bid Opening Meeting, including Bid Tabulation and recommendation for award.
- Preparation of Contract Documents for execution

B. Construction Phase

Consultant will provide the following services during the Construction Phase:

Construction Administration:

- Attend and conduct kickoff meeting required by SCDHEC
- Review material data, shop drawings, and construction schedules provided by the Contractor.
- Review RFI's from Contractor.
- Review Payment Applications submitted by the Contractor and provide recommendations for payment.

Owner's Initials



Consultant's Initials

Construction Observations/Meetings:

- Provide construction observation and monitoring to ascertain that the work is in substantial conformance with the contract documents and with the design intent.
- Conduct SWPPP Inspections as required by SCDHEC. Observations scope is based on a construction schedule of 8 months (39 weeks).

Construction observation and monitoring does not include exhaustive or continuous on-site inspections to check the quality or quantity of the Contractor's work. However, it does include visits to the project site at intervals appropriate to the various stages of construction to review general compliance with approved plans and specifications. Such visits and observations shall not require Consultant to assume responsibilities for the means and methods of construction, nor for safety measures or conditions on the job site.

The Consultant provides construction services for the work designed by the Consultant. Other construction work that may occur on site is the responsibility of other design professionals or the Owner and expressly not the responsibility of the Consultant.

The fee associated with Construction Services is based on an 8-month construction schedule. Construction phase services shall be provided on a Time and Expense basis.

C. Project Closeout Phase

During the closeout phase of construction, the Consultant will provide the following services:

- Attend Substantial Completion Meeting with contractor and generate punch list
- Review asbuilt survey (survey provided by Contractor)
- Attend Final Walkthrough to review punchlist items are satisfied.
- Submit Notice of Termination to SCDHEC

Owner's Initials



Consultant's Initials

We propose that payment for our services will be as follows:

| Phase | Fee Structure | Fee or Time & Expense Budget |
|---------------------------------------|-------------------------|---|
| Bidding & Award Phase | | |
| Bidding & Award: | Time & Expense – Budget | \$ 19,820.00 |
| Construction Phase | | |
| Construction Admin: | Time & Expense – Budget | \$ 10,225.00 |
| Construction Observations & Meetings: | Time & Expense – Budget | \$ 18,400.00 |
| SWPPP Inspections (39 wks): | Time & Expense – Budget | \$ 19,470.00 |
| SCDHEC LDP Closeout: | Time & Expense – Budget | \$ 4,750.00 |
| Reimbursable Expenses: | Time & Expense – Budget | \$ 2,500.00 |
| | TOTAL | \$ 75,165.00 |

APPROVED:

APPROVED:

THOMAS & HUTTON ENGINEERING CO.

OCONEE COUNTY, SC

By: 

By: _____

Title: Civil Department Manager

Title: _____

Date: October 30, 2023

Date: _____

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2023-20**

A RESOLUTION PROVIDING PRELIMINARY APPROVAL PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, FOR THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT CHERRY, 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 OR MODIFYING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK AGREEMENT BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO ESTABLISH OR ENLARGE THE PARK; AND OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina ("County"), acting by and through its County Council ("County Council"), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended, through the date hereof ("Code"), particularly Title 12, Chapter 44 thereof ("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 with FILOT Act, "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") with respect to costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County, (ii) for improved or unimproved real estate and personal property including machinery and equipment used in the operation 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 ("MCIP") to allow special source revenue credits and certain enhanced income tax credits to those investors;

WHEREAS, the Company, identified for the time being as Project Cherry, proposes to invest in, or cause others to invest in, development, construction, installation and operation, as applicable, certain facilities on real property to conduct its manufacturing facility in the County ("Project"), which the Company expects will result in the creation of approximately 12 new, full-time equivalent jobs and investment of approximately \$16,000,000 in taxable property;

WHEREAS, based solely on the information supplied to it by the Company, the County has determined the Project would subserve the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the employment and investment associated therewith, which contribute to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by offering the FILOT, SSRCs, MCIP, and certain other incentives; and

WHEREAS, in connection with offering incentives, the County desires to enter into a Fee-in-Lieu of Ad Valorem Taxes and SSRC Agreement (“Fee Agreement”) with the Company.

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

Section 1. As contemplated by Section 12-44-40(I) of the Code, based solely on information provided to the County by the Company, the County makes the following findings and determinations: (a) the Project will constitute a “project” within the meaning of the FILOT Act; (b) the Project, and the County’s actions herein, will subserve the purposes of the FILOT Act; (c) the Project is anticipated to benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise provided locally; (d) the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; (e) the purposes to be accomplished by the Project are proper governmental and public purposes; (f) the benefits of the Project are greater than the costs; and (g) the Project will have a substantial public benefit.

Section 2. Subject to the provisions of the Act and to the discretionary final approval by the Council through adoption of an ordinance (“Approving Ordinance”), the County Council Chair and other officials of the County as may be designated by the Approving Ordinance intend to enter a Fee Agreement with the Company containing the terms and conditions summarized in the proposed term sheet appended hereto as Attachment A, which is incorporated in this Resolution by reference as if fully set forth in this Resolution, and other terms and conditions as may be authorized by the Approving Ordinance. Each capitalized term used, but not defined, in Attachment A has the meaning ascribed to that term in this Resolution.

Section 3. All orders, resolutions, and parts thereof in conflict herewith are to the extent of that conflict hereby repealed. This Resolution shall take effect and be in full force upon adoption by the Council.

[SIGNATURE PAGE AND ONE ATTACHMENT FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Approved and adopted: November 21, 2023

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

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

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

| | |
|----------------------|--|
| Company Commitments: | \$16,000,000 aggregate, taxable investment; 12 aggregate, new, full-time equivalent jobs |
| Basic FILOT Terms: | 6% assessment ratio; fixed millage rate of 214.9 mills; 5-year investment period; 20-year payment period for each annual increment of investment during investment period; real property not subject to reassessment |
| Multi-County Park: | In the County's discretion, all property of Company in County to be designated as part of a multi-county industrial or business park |
| SSRC (years/credit): | 6 consecutive tax years, in an annual amount equal to 50% of each such year's FILOT Payments, and 2 subsequent years in an amount equal to 35% of each such year's FILOT Payments. |

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

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: November 21, 2023
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Council consideration to approve an inducement resolution between Project Cherry and Oconee County to enter into a FILOT and SSRC agreement for expansion of the company's manufacturing operation.

BACKGROUND DESCRIPTION:

Project Cherry is a worldwide manufacturer that is considering the expansion of its Oconee County operation. The proposed project would include the purchase and installation of new machinery and equipment, and a small addition to the production area. If the project proceeds, it is expected to result in a capital investment of more than \$16,000,000 and 12 new jobs.

The Oconee Economic Alliance (OEA) has been working the company since September and discussed with the company county incentives to secure the expansion. OEA has recommended the following incentives for Project Cherry:

1. A 20-Year FILOT that will provide a fixed assessment rate of 6% and fixed millage rate of 214.9 mills for the term of the agreement.
2. An 8-Year SSRC that will provide a credit of 50% for Years 1-6 and 35% for Years 7-8.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

- Support for existing industry is Oconee County's top economic development priority and assisting manufacturers that seek to grow and strengthen their operations is one way we do this.
- Project Cherry is a long-standing Oconee County manufacturer that has contributed significantly to our local economy.

FINANCIAL IMPACT [Brief Statement]:

- The project would generate approximately \$592,000 in property taxes over the first 10 years and \$1,092,000 over 20 years.
- The FILOT and SSRC represent an incentive or property tax reduction of approximately \$210,000 over the first 10 years and \$289,000 over 20 years from the standard ad valorem taxes which would include the state statutory 5-year manufacturers abatement against the county portion of the millage.

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

Approved by: _____ **Finance**

ATTACHMENTS

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

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council approve the inducement resolution for Project Cherry.

Submitted or Prepared By:

Approved for Submittal to Council:

Jamie Gilbert, Economic Development Director

Amanda F. Brock, County Administrator

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

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.

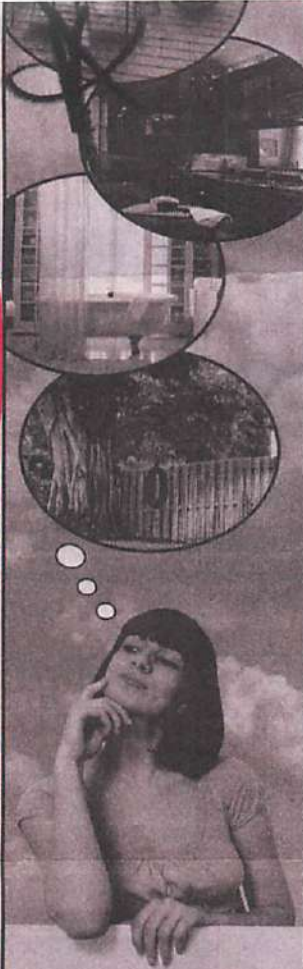
Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 24, 2023 in Council Chambers to establish short and long term goals. Oconee County Council will also meet on Tuesday, January 2, 2024 in Council Chambers at which point they will establish their 2024 Council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

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Got Some Spring Repair Projects?

Oconee County Council

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

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

E-mail:
jennifercadams@oconeesc.com

John Elliott
District I

Matthew Durham
Chairman
District II

Don Mize
Vice Chairman
District III

Julian Davis, III
District IV

J. Glenn Hart
Chairman Pro Tem
District V



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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)



Public Comment

SIGN IN SHEET

6:00 PM

November 21, 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 | DAVID DIAL | ELECTION OFFICE |
| 2 | FRANK PETERSON | |
| 3 | TOM MARKOVICH | ord 2023-22 Chapter 32 |
| 4 | JOHN MORREY | Roads |
| 5 | MIKE CRENSHAW | Thank you |
| 6 | ZEPHORAH BENSON | Change to earlier chapter 4 |
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

November 21, 2023 ~ 6:00 p.m.

ORDINACE 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.

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

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

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

| | Ordinance # | ORD 2023-18 |
|-----|------------------|----------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | Franklin Pearson | ✓ |
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ANALYSIS of OCONEE COUNTY REPAVING of ROADS

FACTS

- There are 502 miles of paved County Roads
- A paved (asphalt) road is designed for a 20 year life.
- In 2022/2023 the County repaved (overlaid) approx. 5.96 miles @ a cost of \$1,188,348. Cost per mile = \$199,387.
- Between 2014/2015 and 2021/2022 the County repaved approx. 9.67 miles @ a cost of \$1,913,212. Cost per mile = \$197,850.
- From 2014/2015 to 2022/2023 the County has repaved 20.45 miles, over the course of the nine (9) years.

IF 20.45 MILES ARE REPAVED IN NINE YEARS - IT
WILL TAKE **221** YEARS TO REPAVE THE 502 MILES.

Using today's dollars of \$200,000 per mile the budget
for 502 miles is \$100,400,000⁰⁰/_{xx}.

NEW PAVING PLAN

Spend \$5 million a year to repave 25 miles (Today's \$)
At this rate it will take 20 years to repave the 502
miles (Today's miles). At the end of the first 20
year plan — START OVER. The roads repaved when
the plan started are 20 years old & now falling apart.

NOTE: Each new year will cost more due to inflation. At
a 3% annual inflation the last 25 miles in year 20
will cost \$412,000⁰⁰ per mile.

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OCONEE COUNTY DOCUMENT

Approved by: John Moorey 11/28

**AN ORDINANCE TO AMEND OCONEE COUNTY, SOUTH CAROLINA CODE OF
ORDINANCES CHAPTER 4 SECTIONS 4-6, 4-11, & 4-12**

• Sec. 4-6. - Impoundment and violation notice.

(a) (1) Unrestrained and nuisance animals, upon receipt of a written complaint signed by the complainant, may be taken by law enforcement officials and/or animal control officers and impounded in the county animal shelter and there be confined in a humane manner.

(2) In addition to, or in lieu of, impounding an animal at large, the animal control officer or lawful constable or deputy sheriff may issue to the known owner of such animal a notice of ordinance violation. Such notice shall impose upon the owner a warning for a first offense, with subsequent offenses being punishable up to the jurisdictional limits of the magistrate's court. As outlined in the South Carolina Code of Laws, Title 22 – Magistrates and Constables, Article 5 - Criminal Jurisdiction, Section 22-3-550: Jurisdiction over minor offenses; restitution; contempt; maximum consecutive sentences.

“(A) Magistrates have jurisdiction of all offenses which may be subject to the penalties of a fine or forfeiture not exceeding five hundred dollars, or imprisonment not exceeding thirty days, or both. In addition, a magistrate may order restitution in an amount not to exceed the civil jurisdictional amount provided in Section 22-3-10(2). In determining the amount of restitution, the judge shall determine and itemize the actual amount of damage or loss in the order. In addition, the judge may set an appropriate payment schedule. A magistrate may hold a party in contempt for failure to pay the restitution ordered if the judge finds the party has the ability to pay. In addition, a magistrate may convert any unpaid restitution, fines, costs, fees, surcharges, and assessments to a civil judgment as provided in Section 17-25-323(C).” <https://www.scstatehouse.gov/code/t22c003.php>

(3) In addition, the owner shall be required to pay a fee of ~~\$10.00~~ **\$50.00** per day for each day the animal is boarded by the county, actual cost for inoculation of the animal (if applicable) and ~~\$10.00~~ **\$100.00** impoundment fees. Further, a ~~\$15.00~~ **\$75.00** fee will be charged for a mandatory microchip implant for animals not previously microchipped.

(b) Notwithstanding the above, an animal control officer and/or law enforcement officer may without written complaint impound animals not having a valid current rabies inoculation tag and found off the owner's property.

(c) Impounded ~~dogs and cats~~ **animals** shall not be kept for fewer than five calendar days.

(d) Animal control officers shall not destroy any positively identifiable ~~dog~~ **animal** until they have notified the owner at his last known address by registered mail that they have the ~~dog~~ **animal** in their possession. The owner must notify the animal control officer within two weeks that he will pick up his ~~dog~~ **animal**. If the owner does not pick up his ~~dog~~ **animal** within two weeks of notification to the animal control officer, the ~~dog~~ **animal** may be destroyed. Reasonable costs associated with the above extended hold period, including cost of mailing the required notice, must be paid before the ~~dog~~ **animal** is returned to its owner, or owner's designee, in addition to any other established costs, fines, fees, or other charges.

(e) Abandoned animals shall be impounded and shall be kept for no fewer than five calendar days.

(f) Any owner reclaiming an impounded ~~dog or cat~~ **animal** shall pay the fee provided for in subsection (a) of this section before the animal can be released.

(g) Any owner claiming an impounded ~~dog or cat~~ **animal** shall show proof that the animal is currently inoculated against rabies. If such animal is not currently inoculated against rabies the owner shall cause the animal to be inoculated at the owner's expense.

(h) Any animal not reclaimed by its owner within five calendar days, or in the case of a positively identifiable animal within ten calendar days, shall become the property of the local government authority and shall be placed for adoption in a suitable home or humanely euthanized, as approved by state law.

(i) The animal shelter director shall keep complete and accurate records of the care, veterinary treatment, and disposition of all animals impounded at the shelter.

(j) It shall be unlawful for any person to release or take out of impoundment any animal without proper authority.

(k) It shall be unlawful to resist or hinder animal control officers or law enforcement officers engaging in the capture and impoundment of an animal.

(l) It shall be unlawful to remove the rabies tag from the dog for which the tag was issued.

(Ord. No. 2005-01, § 6, 2-1-2005; Ord. No. 2022-29, § 1(Exh. B), 1-3-2023)

• **Sec. 4-11. - Enforcement.**

The civil and criminal provisions of this chapter shall be enforced by those persons or agencies legally authorized by the county for that purpose. It shall be a violation of this chapter to interfere with an animal control officer or law enforcement officer in the performance of his duties. It shall be a violation of this chapter to provide false information to a law enforcement officer or an animal control officer. This includes, but is not limited to, information provided on intake forms, bite reports, owner surrender forms, compliant forms, and reclaim forms. Any person who violates the provisions of this section is guilty of a misdemeanor and, upon conviction **may shall** be fined and/or imprisoned consistent with the jurisdictional limits of the magistrate's court. Additionally, the magistrate of the county shall have the authority to issue a bench warrant in the enforcement of this chapter.

(Ord. No. 2005-01, § 11, 2-1-2005; Ord. No. 2022-29, § 1(Exh. B), 1-3-2023)

• **Sec. 4-12. - Penalties for violation of chapter.**

Any person found violating any provision of this chapter shall be deemed guilty of a misdemeanor and, for each offense, **may shall** be fined and/or imprisoned consistent with the jurisdictional limits of the magistrate's court. In addition, upon conviction of any violation under this chapter, a court may order an animal forfeited by the owner or owners and placed within an agency willing to accept custody of the animal, where the court finds that the animal has been cruelly treated, or the owners have been convicted of allowing the animal to run at large on two or more previous occasions.

(Ord. No. 2005-01, § 12, 2-1-2005; Ord. No. 2022-29, § 1(Exh. B), 1-3-2023)

AN ORDINANCE TO AMEND OCONEE COUNTY, SOUTH CAROLINA
CODE OF ORDINANCES CHAPTER 4 BY ADDITION.

WHEREAS, the county desires to ensure that the raising and keeping of chickens and their associated structures are conducted in such a way as to make certain property values are not adversely affected, to promote public health, safety, morals, order, and general welfare of the citizens of the county and not to create any public nuisance.

NOW, THEREFORE IT IS HEREBY ORDAINED AND ENACTED, by the county as follows:

Section 1: Definitions.

A. Domesticated Chicken: A subspecies of the species Gallus Domesticus.

B. Chicken Run/Pen or House/Coop: A house or coop is recognized as a completely enclosed structure. Conversely, a run or pen is recognized as a fenced or other type of enclosure that is mostly open to the elements, for the purpose of allowing chickens to leave the hen house or coop while remaining in a predator safe environment.

Section 2. Purpose.

The purpose of this amendment is to provide minimum standards for the keeping of domesticated chickens on a non-commercial basis as an accessory use to a residence, while limiting the adverse effects of the activity on surrounding properties. Such adverse effects include noise, odors, and decrease in property value.

Section 3: Limits on Number of Chickens:

A. Number of Chickens Per Lot:

1. No more than three chickens shall be permitted on a single property
2. Roosters shall not be permitted so as not to disturb the peace and well-being of adjacent or abutting property owners.

B. Setbacks:

1. Chicken runs, pens, hen houses, and chicken coops shall be set back from all adjacent residences by not less than one hundred (100) feet and by not less than seventy-five (75) feet from any lot line.
2. All structures relating to chickens shall be located directly to the rear of the residence of the property owner.

Section 4: Structures, Chicken Pens, Runs, and Coops.

A. Enclosed and Predator Resistant Structure. Chicken runs, pens, hen houses, and coops shall be enclosed and constructed of durable, weather resistant, materials that can be easily cleaned and maintained to prevent entry by predators or the escape of chickens. Chickens shall be kept in an enclosed structure at all times. No chicken shall be permitted to roam freely.

CITIZEN PROVIDED MATERIAL
NOT OFFICIAL
OCONEE COUNTY DOCUMENT

B. A coop shall not exceed 10 feet in height.

C. Maximum Area per Chicken Run, House, Coop or Pen. A chicken run or pen shall be provided and be large enough to allow freedom of movement, but shall provide not less than four (2) square feet per chicken.

D. Feed and Water Required. Adequate feed and water shall be continuously provided, with protection against freezing. All stored food for the domesticated female chickens must be kept in a weather resistant container designed to prevent access by animals. Uneaten food shall be removed daily so as not to encourage the presence of rodents, insects, or predators.

E. Screening. Chicken coops must be screened from the side and rear lot line by shrubbery or a privacy fence if it comes within 75 feet of the property line and/or 100 feet of the nearest residence other than that of the owner. Privacy fencing, at no less than 6 feet in height, with a minimum setback of 1 foot from all abutting property lines. This does not apply to property lines where property abuts a railroad, utility easement, or watercourse at least 100 feet in width.

Section 5. Permitting.

1. An applicant for a permit must either own the property or have permission from the property owner to be eligible for a permit. Additional approval from abutting property owners required.
2. Only one permit is allowed per permittee.
3. In the event the permittee is absent from the property for longer than 30 days, the permit automatically shall terminate and become void.
4. A permit fee of \$50.00 shall be administered to include the accessory building permit and an initial inspection to ensure compliance with the aforementioned requirements. Permits to be submitted annually.
5. A permit to keep chickens may be suspended or revoked by the county where there is a risk to public health, safety, or for any violation of or failure to comply with any of the provisions of any other applicable ordinance or law.

Section 6. Conduct of the Owner.

- A. Odor and Noise. Odors shall not be perceptible at the lot line. Noise shall not be perceptible at the lot lines to the extent that it results in a public nuisance or is in violation of the noise ordinances.
- B. Mortality. Dead animals shall be disposed of promptly and consistent with applicable waste disposal regulations of the county.
- C. Slaughtering. On-site slaughtering of chickens is prohibited

Section 7. Validity and Effective Date. This ordinance shall become effective on the date of its adoption.

**CITIZEN PROVIDED MATERIAL
NOT OFFICIAL
OCONEE COUNTY DOCUMENT**

Oconee County, South Carolina Permit for Domesticated Female Chickens

Revised 12/1/23 (Annual Fee Required. \$50.00)

Phone: 864-555-5555/ Email: Oconee@Oconee.com

Applicants Information:

Name: _____

Address: _____

Phone: _____ Email: _____

Applicant owns and occupies home: _____ Or leases and occupies home: _____

If applicant leases house then owners written permission is required. Please attach.

Identifying abutting property owners' names & addresses (written approval required).

1. _____
2. _____
3. _____
4. _____

Lot Size: _____

Number of female chickens (Max of 3): _____ (Roosters are prohibited)

Location approval of fenced enclosure and coop: _____

Fenced enclosure meets requirements: _____ Coop meets requirements: _____

Planning Director: Date of Inspection: _____ Registration fee paid: _____

Approved: _____ Disapproved: _____

FEMALE CHICKEN PERMIT
ABUTTING NEIGHBOR CONCENT FORM

Your neighbor at _____
in Oconee County, SC desires to raise chickens at his/her residence and is applying
for a permit to keep chickens. If you are an abutting property owner, your consent is
required before the permit will be issued. Do not sign this form if are NOT giving
consent to the issuance of the permit. By signing this form, you are providing written
consent for the issuance of the permit.

I understand that my approval is required to allow this activity to incur since the
property I own is immediately abutting the above listed property.

I verify that I am the abutting property owner. I hereby give my permission for
chickens to be kept at this property.

Printed name: _____

My address: _____

My phone number: _____ Alternate: _____

My email: _____

Signature: _____

Date: _____

Applicant: A completed Abutting Neighbor Consent Form is required for each
property owner who property lines connect with yours.

Additional information related to the keeping of chickens can be found online at the
www.oconeesc.com website.

**CITIZEN PROVIDED MATERIAL
NOT OFFICIAL
OCONEE COUNTY DOCUMENT**

PERMIT MUST BE RENEWED ANNUALLY

Chicken Checklist

PERMIT

1. Annual permit required
2. Permit cannot be approved without written consent of abutting property owners
3. Permittee must occupy the residence
4. Permittee must own the property or have permission of the property owner
5. Only 1 permit is allowed per permittee
6. If permittee is absent for more than 30 days the permit is automatically terminated
7. The issuance of the permit does not create a vested legal right of renewal
8. Private restrictions (such as home-owner covenants) that prohibit the keeping of animals will void the permit

CHICKENS

1. No more than 3 female chickens allowed
2. Roosters are prohibited
3. Cannot raise chickens for commercial purposes

FENCED ENCLOSURE AND COOP

1. Location must be approved by the County
2. Chickens must be kept in a fenced enclosure at all times
3. Fenced enclosure and coops must:
 1. Be properly ventilated
 2. Kept clean, dry and odor free
 3. Kept in neat and sanitary condition at all times
 4. Maintained in a manner that will not disturb neighbors
 5. Constructed to resist rodents, wild birds and predators
 6. Cannot be placed in front or side yards
 7. Must be at least 100 feet from nearest neighbor's residence

4. COOPS SHALL:

1. Be predator proof
2. Provide a minimum of 2 square feet per chicken
3. Be enclosed on all sides and have a roof and a door
4. Be fully enclosed with a floor and made of washable material
5. Cleaned regularly with droppings disposed in accordance with health regulations
6. Door and window openings must be covered with predator resistance wire of less than 1 inch.
7. All stored food must be kept in a predator and weather resistant container
8. Uneaten food must be removed daily

Note: This list is provided as a courtesy and may not be all inclusive. The applicant is responsible for ensuring that all requirements are met.

**CITIZEN PROVIDED MATERIAL
NOT OFFICIAL
OCONEE COUNTY DOCUMENT**

Sec. 12-32. - Prohibited noise generally.

Any noise of such character, intensity, or duration which substantially interferes with the comfortable enjoyment of persons of ordinary sensibilities occupying, owning, or controlling nearby properties or of persons making use of public properties for their intended purposes, is hereby declared to be unlawful and to be a nuisance, and is prohibited.

Sec. 12-35. - Exemptions.

The following noises shall be exempt from the prohibitions of [section 12-32](#):

(1) This article does not apply to noise emanating from industrial, warehouse, distribution, and manufacturing activities and facilities and operations related thereto, governmental activities, emergency signal devices, firearms discharges as a result of lawful game hunting **or lawfully operating shooting ranges**, agricultural activities (including livestock), parades, carnivals, school band practice or performances, and school or government sponsored athletic events.

**CITIZEN PROVIDE MATERIAL
NOT OFFICIAL
OCONEE COUNTY DOCUMENT**



MEMORADUM

TO: Council Officials and Administration

FROM: Ladale Price, Finance Director

DATE: November 21, 2023

SUBJECT: Council Financial Reports

Just a few reminders for the start of a fiscal year that will make a difference in the ideal remaining percent for October 2023:

- Large yearly Encumbrances addressed in July.
- Subsequent Year Encumbrances not rolled until August.
- Sheriff's & Solicitor's Victims Assistance Funds are updated quarterly.
- Real Estate Current tax collections start in October.
- Inter-fund transfer In/Out are posted in June at year end.
- Debt Service Fund – Bond payments are in October and April.
- State and Federal Revenue received quarterly.
- Amended Budget – Update will be finished for November Reports with New Funds.

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 10/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|-------------------------------|---------------|--------------|--------------|-------------|-------------------|-----|
| Fund: 010 General Fund | | | | | | |
| 080 Local Revenue | 52,552,432.00 | 2,088,621.29 | 5,843,198.53 | 0.00 | 46,709,233.47 | 89 |
| 081 State Revenue | 4,748,801.00 | 881,096.86 | 1,021,556.76 | 0.00 | 3,727,244.24 | 78 |
| 082 Federal Revenue | 239,500.00 | 1,237.50 | 2,508.00 | 0.00 | 236,992.00 | 99 |
| 090 Other Financing Sources | 1,296,500.00 | 37,909.51 | 38,582.43 | 0.00 | 1,257,917.57 | 97 |
| 010 General Fund | 58,837,233.00 | 3,008,865.16 | 6,905,845.72 | 0.00 | 51,931,387.28 | 88 |

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2023

FY 2023-2024

Current Period End Date: 10/31/2023

Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|-------------------------------|---------------|--------------|--------------|-------------|-------------------|-----|
| Fund: 010 General Fund | | | | | | |
| 080 Local Revenue | 2,378,185.07 | 0.00 | 0.00 | 0.00 | 2,378,185.07 | 100 |
| 095 Other Financing Uses | 85,000.00 | 0.00 | 0.00 | 0.00 | 85,000.00 | 100 |
| 101 Sheriff | 11,240,303.95 | 881,508.46 | 3,388,402.66 | 83,613.91 | 7,768,287.38 | 69 |
| 103 Coroner | 348,937.00 | 24,526.49 | 93,777.09 | 727.88 | 254,432.03 | 73 |
| 104 Communications | 1,997,198.68 | 149,667.45 | 576,089.26 | 45,632.81 | 1,375,476.61 | 69 |
| 105 Ems & Fire Services | 0.00 | 0.00 | 26.24 | 0.00 | -26.24 | 0 |
| 106 Law Enforcement Center | 5,009,901.00 | 367,562.96 | 1,460,085.46 | 551,968.84 | 2,997,846.70 | 60 |
| 107 Ems & Fire Services | 4,640,026.76 | 232,355.95 | 1,978,866.62 | 841,410.41 | 1,819,749.73 | 39 |
| 110 Animal Control | 759,179.00 | 58,129.47 | 235,652.77 | 6,776.76 | 516,749.47 | 68 |
| 120 Sheriff'S Bailiffs | 0.00 | 1,725.39 | 11,225.80 | 0.00 | -11,225.80 | 0 |
| 202 Parks, Recreation, & Tour | 883,997.00 | 43,441.83 | 196,448.70 | 1,267.93 | 686,280.37 | 78 |
| 203 High Falls Park | 532,588.00 | 48,226.94 | 193,866.12 | 303.67 | 338,418.21 | 64 |
| 204 South Cove Park | 636,791.00 | 49,873.46 | 202,743.21 | 0.00 | 434,047.79 | 68 |
| 205 Chau Ram Park | 413,803.00 | 23,267.92 | 115,671.64 | 400.00 | 297,731.36 | 72 |
| 206 Library | 1,544,148.80 | 88,434.19 | 459,334.33 | 10,693.96 | 1,074,120.51 | 70 |
| 301 Assessor | 1,146,282.00 | 73,258.82 | 344,378.75 | 6,045.22 | 795,858.03 | 69 |
| 302 Auditor | 774,243.00 | 104,645.27 | 245,383.31 | 39,539.81 | 489,319.88 | 63 |
| 303 Brd Of Assessment Appeals | 7,714.00 | 50.00 | 344.43 | 0.00 | 7,369.57 | 96 |
| 305 Delinquent Tax | 406,801.00 | 24,643.08 | 129,807.96 | 111,250.92 | 165,742.12 | 41 |
| 306 Treasurer | 735,415.00 | 78,324.69 | 254,306.27 | 54,821.98 | 426,286.75 | 58 |
| 402 Dept Of Social Services | 11,600.00 | 805.92 | 3,132.73 | 0.00 | 8,467.27 | 73 |
| 403 Health Department | 28,700.00 | 485.28 | 7,307.30 | 0.00 | 21,392.70 | 75 |
| 404 Veterans' Affairs | 226,561.00 | 21,566.33 | 68,866.09 | 1,057.36 | 156,637.55 | 69 |
| 501 Clerk Of Court | 902,623.00 | 58,626.90 | 258,758.31 | 5,703.60 | 638,161.09 | 71 |
| 502 Probate Court | 450,437.00 | 32,401.36 | 124,316.04 | 2,669.55 | 323,451.41 | 72 |
| 504 Solicitor | 1,031,585.00 | 79,446.62 | 255,178.55 | 0.00 | 776,406.45 | 75 |
| 509 Magistrate | 1,072,579.00 | 70,802.92 | 296,955.20 | 4,164.54 | 771,459.26 | 72 |
| 510 Public Defender | 250,000.00 | 0.00 | 125,000.00 | 0.00 | 125,000.00 | 50 |
| 601 Road Department | 2,931,933.15 | 183,798.59 | 733,494.71 | 10,221.94 | 2,188,216.50 | 75 |
| 702 Building Codes | 717,039.00 | 54,192.04 | 206,099.71 | 46,803.06 | 464,136.23 | 65 |
| 704 County Council | 337,038.00 | 17,457.54 | 75,192.36 | 62,807.89 | 199,037.75 | 59 |
| 705 Direct Aid | 0.00 | 0.00 | 178,432.52 | 0.00 | -178,432.52 | 0 |
| 706 Delegation | 105,301.00 | 1,066.68 | 3,980.66 | 577.06 | 100,743.28 | 96 |
| 707 Economic Development | 666,025.00 | 26,312.26 | 190,745.05 | 2,658.57 | 472,621.38 | 71 |
| 708 Finance Department | 828,984.00 | 53,551.85 | 241,716.45 | 2,841.07 | 584,426.48 | 70 |
| 709 Non-Departmental | 2,963,245.61 | 1,251,822.46 | 1,726,702.48 | 235,238.29 | 1,001,304.84 | 34 |
| 710 Human Resources | 360,787.00 | 27,032.73 | 102,118.98 | 1,982.93 | 256,685.09 | 71 |
| 711 Information Technology | 1,297,080.82 | 61,961.77 | 414,092.42 | 66,863.56 | 816,124.84 | 63 |
| 712 Planning Department | 440,757.00 | 21,794.89 | 93,517.06 | 1,021.17 | 346,218.77 | 79 |
| 713 Procurement | 259,149.00 | 14,451.17 | 76,483.39 | 1,358.12 | 181,307.49 | 70 |

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023
 Current Period End Date: 10/31/2023

Oconee County
 FY 2023-2024
 Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|-------------------------------|-----------------|----------------|---------------------|--------------------|--------------------------|------------|
| 714 Facilities Maintenance | 1,590,703.00 | 117,807.05 | 513,153.22 | 2,415.11 | 1,075,134.67 | 68 |
| 715 Registration & Elections | 363,609.00 | 15,861.38 | 121,747.65 | 10,151.08 | 231,710.27 | 64 |
| 716 Soil & Water Conservation | 95,915.00 | 5,523.11 | 18,893.69 | 0.00 | 77,021.31 | 80 |
| 717 Administrator'S Office | 737,120.00 | 86,468.78 | 184,565.74 | 178,999.57 | 373,554.69 | 51 |
| 718 Solid Waste Department | 6,856,578.30 | 522,396.59 | 1,710,660.44 | 1,773,252.40 | 3,372,665.46 | 49 |
| 720 Airport | 2,006,187.00 | 352,723.76 | 999,030.89 | 503,507.14 | 503,648.97 | 25 |
| 721 Vehicle Maintenance | 1,098,888.00 | 79,012.02 | 259,019.74 | 4,530.65 | 835,337.61 | 76 |
| 735 Register Of Deeds | 345,858.00 | 27,602.42 | 98,424.01 | 43,165.73 | 204,268.26 | 59 |
| 741 County Attorney | 421,517.00 | 21,683.51 | 100,920.23 | 0.00 | 320,596.77 | 76 |
| 799 Poll Workers | 30,000.00 | 0.00 | 0.00 | 0.00 | 30,000.00 | 100 |
| 010 General Fund | 61,968,314.14 | 5,456,298.30 | 19,074,916.24 | 4,716,444.49 | 38,176,953.41 | 62 |

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 10/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|--|--------------|------------|--------------|-------------|-------------------|-----|
| Fund: 017 Rock Quarry Enterprise Fund | | | | | | |
| 080 Local Revenue | 8,953,329.62 | 698,187.15 | 2,573,029.35 | 0.00 | 6,380,300.27 | 71 |
| 017 Rock Quarry Enterprise Fund | 8,953,329.62 | 698,187.15 | 2,573,029.35 | 0.00 | 6,380,300.27 | 71 |

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 10/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|--|--------------|------------|--------------|--------------|-------------------|-----|
| Fund: 017 Rock Quarry Enterprise Fund | | | | | | |
| 095 Other Financing Uses | 750,000.00 | 0.00 | 0.00 | 0.00 | 750,000.00 | 100 |
| 719 Rock Quarry | 7,953,329.62 | 456,386.66 | 1,804,638.51 | 1,131,726.90 | 5,016,964.21 | 63 |
| 017 Rock Quarry Enterprise Fund | 8,703,329.62 | 456,386.66 | 1,804,638.51 | 1,131,726.90 | 5,766,964.21 | 66 |

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 10/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|--|--------------|-----------|--------------|-------------|-------------------|-----|
| Fund: 020 Uninc Emergency Services Protection Srf | | | | | | |
| 080 Local Revenue | 1,791,900.55 | 30,508.19 | 77,620.67 | 0.00 | 1,714,279.88 | 96 |
| 020 Uninc Emergency Services Protection Srf | 1,791,900.55 | 30,508.19 | 77,620.67 | 0.00 | 1,714,279.88 | 96 |

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 10/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|--|--------------|------------|--------------|-------------|-------------------|-----|
| Fund: 020 Uninc Emergency Services Protection Srf | | | | | | |
| 107 Ems & Fire Services | 1,591,900.55 | 118,151.85 | 168,300.62 | 97,759.68 | 1,325,840.25 | 83 |
| 199 Emerg. Serv. Volunteers | 200,000.00 | 0.00 | 403.69 | 0.00 | 199,596.31 | 100 |
| 020 Uninc Emergency Services Protection Srf | 1,791,900.55 | 118,151.85 | 168,704.31 | 97,759.68 | 1,525,436.56 | 85 |

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 10/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|---|--------------|-----------|--------------|-------------|-------------------|-----|
| Fund: 090 County Debt Service Fund | | | | | | |
| 080 Local Revenue | 1,964,034.00 | 47,961.68 | 98,376.37 | 0.00 | 1,865,657.63 | 95 |
| 090 County Debt Service Fund | 1,964,034.00 | 47,961.68 | 98,376.37 | 0.00 | 1,865,657.63 | 95 |

BUDGET REPORT BY FUND - EXPENDITURE

Oconee County

Fiscal Year Start Date: 07/01/2023

FY 2023-2024

Current Period End Date: 10/31/2023

Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|---|--------------|---------|--------------|-------------|-------------------|-----|
| Fund: 090 County Debt Service Fund | | | | | | |
| 854 2020 Go Refunding Bond | 855,658.00 | 0.00 | 47,829.00 | 0.00 | 807,829.00 | 94 |
| 858 2016B Go Bond | 398,669.00 | 0.00 | 9,834.50 | 0.00 | 388,834.50 | 98 |
| 862 2014 SsrB Refunding Bond | 322,528.00 | 0.00 | 0.00 | 0.00 | 322,528.00 | 100 |
| 893 2019 Go Bond Keowee Fire | 58,378.00 | 0.00 | 0.00 | 0.00 | 58,378.00 | 100 |
| 894 2022 Go Bond- Keowee Fire | 103,381.00 | 0.00 | 21,395.00 | 0.00 | 81,986.00 | 79 |
| 896 2013 Go Bond -Echo Hills | 225,380.00 | 0.00 | 17,410.00 | 0.00 | 207,970.00 | 92 |
| 090 County Debt Service Fund | 1,963,994.00 | 0.00 | 96,468.50 | 0.00 | 1,867,525.50 | 95 |

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 10/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|---|------------|----------|--------------|-------------|-------------------|-----|
| Fund: 210 Sheriff'S Victims Assistance Srf | | | | | | |
| 080 Local Revenue | 123,336.00 | 5,197.77 | 25,728.79 | 0.00 | 97,607.21 | 79 |
| 210 Sheriff'S Victims Assistance Srf | 123,336.00 | 5,197.77 | 25,728.79 | 0.00 | 97,607.21 | 79 |

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 10/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|---|------------|-----------|--------------|-------------|-------------------|-----|
| Fund: 210 Sheriff'S Victims Assistance Srf | | | | | | |
| 114 Sheriff'S Victims Assist. | 123,336.00 | 10,949.67 | 41,688.47 | 0.00 | 81,647.53 | 66 |
| 210 Sheriff'S Victims Assistance Srf | 123,336.00 | 10,949.67 | 41,688.47 | 0.00 | 81,647.53 | 66 |

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023
Current Period End Date: 10/31/2023

Oconee County
FY 2023-2024
Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|---|-----------|----------|--------------|-------------|-------------------|-----|
| Fund: 215 Solicitor'S Victims Assistance Srf | | | | | | |
| 080 Local Revenue | 32,532.00 | 3,218.42 | 9,375.32 | 0.00 | 23,156.68 | 71 |
| 090 Other Financing Sources | 45,000.00 | 0.00 | 0.00 | 0.00 | 45,000.00 | 100 |
| 215 Solicitor'S Victims Assistance Srf | 77,532.00 | 3,218.42 | 9,375.32 | 0.00 | 68,156.68 | 88 |

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 10/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|---|-----------|----------|--------------|-------------|-------------------|-----|
| Fund: 215 Solicitor'S Victims Assistance Srf | | | | | | |
| 512 Solicitor'S Victims Asst | 77,532.00 | 5,473.22 | 20,875.99 | 0.00 | 56,656.01 | 73 |
| 215 Solicitor'S Victims Assistance Srf | 77,532.00 | 5,473.22 | 20,875.99 | 0.00 | 56,656.01 | 73 |

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 10/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|---|--------------|----------|--------------|-------------|-------------------|-----|
| Fund: 225 911 Communications Spec. Rev. Fund | | | | | | |
| 080 Local Revenue | 861,879.06 | 9,666.05 | 19,591.61 | 0.00 | 842,287.45 | 98 |
| 081 State Revenue | 270,000.00 | 0.00 | 0.00 | 0.00 | 270,000.00 | 100 |
| 225 911 Communications Spec. Rev. Fund | 1,131,879.06 | 9,666.05 | 19,591.61 | 0.00 | 1,112,287.45 | 98 |

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 10/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|---|--------------|-----------|--------------|-------------|-------------------|-----|
| Fund: 225 911 Communications Spec. Rev. Fund | | | | | | |
| 104 Communications | 1,131,879.06 | 71,575.81 | 396,106.36 | 223,984.37 | 511,788.33 | 45 |
| 225 911 Communications Spec. Rev. Fund | 1,131,879.06 | 71,575.81 | 396,106.36 | 223,984.37 | 511,788.33 | 45 |

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 10/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|---|--------------|-----------|--------------|-------------|-------------------|-----|
| Fund: 250 Tri-County Technical College Srf | | | | | | |
| 080 Local Revenue | 1,626,600.00 | 35,080.41 | 91,259.18 | 0.00 | 1,535,340.82 | 94 |
| 250 Tri-County Technical College Srf | 1,626,600.00 | 35,080.41 | 91,259.18 | 0.00 | 1,535,340.82 | 94 |

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 10/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|---|--------------|-----------|--------------|-------------|-------------------|-----|
| Fund: 250 Tri-County Technical College Srf | | | | | | |
| 876 Tri-County Tech Operation | 1,626,600.00 | 18,373.29 | 64,701.35 | 0.00 | 1,561,898.65 | 96 |
| 250 Tri-County Technical College Srf | 1,626,600.00 | 18,373.29 | 64,701.35 | 0.00 | 1,561,898.65 | 96 |

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023
Current Period End Date: 10/31/2023

Oconee County
FY 2023-2024
Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|---|--------------|-----------|--------------|-------------|-------------------|-----|
| Fund: 260 Road Maintenance Tax Srf | | | | | | |
| 080 Local Revenue | 5,052,418.28 | 29,331.10 | 68,150.29 | 0.00 | 4,984,267.99 | 99 |
| 082 Federal Revenue | 220,000.00 | 0.00 | 0.00 | 0.00 | 220,000.00 | 100 |
| 260 Road Maintenance Tax Srf | 5,272,418.28 | 29,331.10 | 68,150.29 | 0.00 | 5,204,267.99 | 99 |

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023
Current Period End Date: 10/31/2023

Oconee County
FY 2023-2024
Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|---|--------------|-----------|--------------|-------------|-------------------|-----|
| Fund: 260 Road Maintenance Tax Srf | | | | | | |
| 601 Road Department | 5,272,418.28 | 39,975.14 | 115,019.56 | 50,223.82 | 5,107,174.90 | 97 |
| 260 Road Maintenance Tax Srf | 5,272,418.28 | 39,975.14 | 115,019.56 | 50,223.82 | 5,107,174.90 | 97 |

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 10/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|---|--------------|-----------|--------------|-------------|-------------------|-----|
| Fund: 315 Economic Development Cap. Proj. Fund | | | | | | |
| 080 Local Revenue | 3,373,447.32 | 35,067.69 | 61,384.56 | 0.00 | 3,312,062.76 | 98 |
| 081 State Revenue | 2,500,000.00 | 0.00 | 0.00 | 0.00 | 2,500,000.00 | 100 |
| 315 Economic Development Cap. Proj. Fund | 5,873,447.32 | 35,067.69 | 61,384.56 | 0.00 | 5,812,062.76 | 99 |

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 10/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|---|--------------|-----------|--------------|-------------|-------------------|-----|
| Fund: 315 Economic Development Cap. Proj. Fund | | | | | | |
| 707 Economic Development | 5,873,447.32 | 13,116.56 | 35,320.51 | 65,998.39 | 5,772,128.42 | 98 |
| 315 Economic Development Cap. Proj. Fund | 5,873,447.32 | 13,116.56 | 35,320.51 | 65,998.39 | 5,772,128.42 | 98 |

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 10/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|---|------------|-----------|--------------|-------------|-------------------|-----|
| Fund: 320 Bridges And Culverts Cap. Proj. Fund | | | | | | |
| 080 Local Revenue | 650,227.91 | 13,962.09 | 32,423.08 | 0.00 | 617,804.83 | 95 |
| 320 Bridges And Culverts Cap. Proj. Fund | 650,227.91 | 13,962.09 | 32,423.08 | 0.00 | 617,804.83 | 95 |

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 10/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|---|------------|---------|--------------|-------------|-------------------|-----|
| Fund: 320 Bridges And Culverts Cap. Proj. Fund | | | | | | |
| 601 Road Department | 650,227.91 | 0.00 | 40,331.94 | 30,227.91 | 579,668.06 | 89 |
| 320 Bridges And Culverts Cap. Proj. Fund | 650,227.91 | 0.00 | 40,331.94 | 30,227.91 | 579,668.06 | 89 |

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023
Current Period End Date: 10/31/2023

Oconee County
FY 2023-2024
Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|--|--------------|-----------|--------------|-------------|-------------------|-----|
| Fund: 325 Capital Equipment & Vehicle Cpf | | | | | | |
| 080 Local Revenue | 1,786,223.08 | 25,497.23 | 62,405.82 | 0.00 | 1,723,817.26 | 97 |
| 090 Other Financing Sources | 125,000.00 | 22,730.91 | 30,256.91 | 0.00 | 94,743.09 | 76 |
| 325 Capital Equipment & Vehicle Cpf | 1,911,223.08 | 48,228.14 | 92,662.73 | 0.00 | 1,818,560.35 | 95 |

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 10/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|--|--------------|------------|--------------|-------------|-------------------|-----|
| Fund: 325 Capital Equipment & Vehicle Cpf | | | | | | |
| 101 Sheriff | 0.00 | 255,607.00 | 255,607.00 | 0.00 | -255,607.00 | 0 |
| 206 Library | 48,506.16 | 0.00 | 48,006.16 | 500.00 | 0.00 | 0 |
| 601 Road Department | 311,716.92 | 0.00 | 65,228.00 | 246,488.92 | 0.00 | 0 |
| 717 Administrator'S Office | 1,551,000.00 | 0.00 | 0.00 | 0.00 | 1,551,000.00 | 100 |
| 325 Capital Equipment & Vehicle Cpf | 1,911,223.08 | 255,607.00 | 368,841.16 | 246,988.92 | 1,295,393.00 | 68 |

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 10/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|--|--------------|-----------|--------------|-------------|-------------------|-----|
| Fund: 330 Parks, Recreation & Tourism Cpf | | | | | | |
| 080 Local Revenue | 1,055,675.35 | 12,946.41 | 36,498.64 | 0.00 | 1,019,176.71 | 97 |
| 330 Parks, Recreation & Tourism Cpf | 1,055,675.35 | 12,946.41 | 36,498.64 | 0.00 | 1,019,176.71 | 97 |

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2023

Current Period End Date: 10/31/2023

Oconee County

FY 2023-2024

Ideal Remaining Percent: 67 %

| Account | Budgeted | Current | Year To Date | Encumbrance | Remaining Balance | PCT |
|--|--------------|-----------|--------------|-------------|-------------------|--------|
| Fund: 330 Parks, Recreation & Tourism Cpf | | | | | | |
| 202 Parks, Recreation, & Tour | 686,250.00 | 0.00 | 2,124.66 | 74,515.34 | 609,610.00 | 89 |
| 203 High Falls Park | 17,467.00 | 16,432.51 | 12,950.05 | 0.00 | 4,516.95 | 26 |
| 204 South Cove Park | 3,997.50 | 2,041.75 | 2,961.85 | 66,661.32 | -65,625.67 | -1,642 |
| 205 Chau Ram Park | 0.00 | 0.00 | 31,486.56 | 0.00 | -31,486.56 | 0 |
| 214 Seneca Creek | 347,960.85 | 18,822.88 | 20,842.80 | 26,640.39 | 300,477.66 | 86 |
| 330 Parks, Recreation & Tourism Cpf | 1,055,675.35 | 37,297.14 | 70,365.92 | 167,817.05 | 817,492.38 | 77 |



**Finance Department
Oconee County**

415 South Pine Street, Walhalla, SC 29691
Phone: 864-638-4235 Fax: 864-718-1022

QUARTERLY INVESTMENT REPORT

July 1, 2023 - September 30, 2023

Ladale V. Price
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Connie Bellotte
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Letitia Marcengill
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Direct Line: 864.364.5184

Breanna Hinkle
Accounting Technician
bhinkle@oconeesc.com
Direct Line: 864.364.5186

| | AVG QRTL INTEREST RATE | QTR END BALANCE |
|--|-----------------------------------|----------------------------|
| COUNTY FUNDS | | |
| State Treasurer's Local Government Investment Pool | 5.54% | \$ 22,566,934.96 |
| Multi Bank Securities | see detail | \$ 19,338,000.00 |
| DEBT SERVICE (REMAINING PROCEEDS) | | |
| State Treasurer's Local Government Investment Pool | | |
| 2013 COUNTY GO BOND | 5.54% | \$ 104,960.91 |
| 2016 B COUNTY GO BOND | 5.54% | \$ 509,083.34 |
| ROCK QUARRY | | |
| State Treasurer's Local Government Investment Pool | 5.54% | \$ 1,611.85 |
| Multi Bank Securities | see detail | \$ 248,000.00 |
| DELINQUENT TAX FUNDS | | |
| State Treasurer's Local Government Investment Pool | 5.54% | \$ 776,629.65 |
| OCONEE CONSERVATION BANK BOARD FUNDS | | |
| State Treasurer's Local Government Investment Pool | 5.54% | \$ 370,816.05 |
| Total Funds Invested | | \$ 43,916,036.76 |

MULTI BANK SECURITIES INC - ROCK QUARRY

| | PURCHASE DATE | MATURITY | BALANCE |
|---|------------------|-----------|---------------|
| CUSIP # 74909LAD2 QUORUM FED CR UN PUR NY SH CTF ACT/365 INT RATE 4.150% MATURITY 9/30/2026 DATED 09-30-22 BOOK ENTRY ONLU 1ST CPN DTE 11/01/22 CPN PMT MONTHLY ON 01 YIELD 4.150% TO MATURITY | 9/30/2022 | 9/30/2026 | \$ 248,000.00 |
| TOTAL MBS - ROCK QUARRY | | | \$ 248,000.00 |

MULTI BANK SECURITIES INC - COUNTY FUNDS

| | PURCHASE | MATURITY | ENDING |
|---|------------|------------|-----------------|
| UBS BANK UDA, SALT LAKE CITY, UT CUSIP# 90348JFF2 UBS BK USA SLAT LAKE CITY UT CTF DEP ACT/365 MONTHLY INT RATE 3.500% MATURITY 10/27/2023 DATED 10/30/2018 1ST CPN DTE 11/27/18 CPN PMT MONTHLY ON 27 | 10/30/2018 | 10/27/2023 | \$ 245,000.00 |
| FEDERAL HOME LN BKS CONS BD (KEOWEE FIRE) CUSIP # 3130ATVBO FEDERAL HOME LN BKS CONS BD 4.875% 11/07/23 B/E DTD 11/07/22 1ST CPN DTE 05/07/23 CPN PMT SEMI ANNUAL Moody Rating Aaa | 11/8/2022 | 11/7/2023 | \$ 1,000,000.00 |
| INSTITUTION FOR SVG IN NEWBURYPORT CUSIP # 45780PBK0 INSTITUTION FOR SVG IN NEWBURYPORT & ITS VIC MA CTF DEP ACT/365 INT RATE 2.250% MATURITY 11/20/2023 DATED 05/20/2022 BOOK ENTRY ONLY 1ST CPN PMT MONTHLY ON 20 | 5/20/2022 | 11/20/2023 | \$ 245,000.00 |
| CITIBANK, NATIONAL ASSOCIATION CUSIP # 17312QZ36 CITIBANK NATL ASSN SIOUX FALLS S D CTF DEP ACT/365 SEMI-ANNUAL INT RATE 3.400% MATURITY 01/09/2024 DATED 01/09/2019 BOOK ENTRY ONLY 1ST CPN DTE 07/09/19 CPN PMT SEMI ANNUAL ON JAN 09 AND JUL 09 | 1/9/2019 | 1/9/2024 | \$ 245,000.00 |
| BANK HAPOALIM BM CUSIP #06251AV80 BANK HAPOALIM BM NEW YORK BRH CTF DEP ACT/365 SEMI INT RATE 3.200% MATURITY 01/23/2024 DATED 01/23/2019 BOOK ENTRY ONLY 1ST CPN DTE 07/23/19 PMT SEMI ANNUAL ON JAN 23 AND JUL 23 | 1/23/2019 | 1/23/2024 | \$ 245,000.00 |
| FEDERAL HOME LN BKS CUSIP #3130AFW94 FEDERAL HOME LN BKS FIXED RATE 4978 INT RATE 2.500% MATURITY 02-13- 2024 DATED 2-15-2019 BOOK ENTRY ONLY 1ST CPN DTE 08/13/2019 CPN PMT SEMI ANNUAL ON FEB 13 AND AUG 13 MOODY RATING Aaa S&P RATING AA+ SUBJ TO FED TAX | 5/9/2022 | 2/13/2024 | \$ 250,000.00 |
| SYNCHRONY BK RETAIL CTF DEP FIDELITY INSTL CUSIP #87165FJ62 SYNCHRONY BK RETAIL CTF DEP FIDELITY INSTL CTF DEP 2.200% 4/08/24 DTD 4/08/22 ACT/365 | 4/8/2022 | 4/8/2024 | \$ 246,000.00 |
| FEDERAL FARM CR BKS CUSIP # 3133ENWC0 FEDERAL FARM CR CKS CONS SYSTEMWIDE BDS TRANCHE 00483 INT RATE 2.625% MATURITY 05/03/2024 DATED 05/03/2022 BOOK ENTRY ONLY 1ST CPN DTE 11-03-22 CPN PMT SEMI ANNUAL ON MAY 3 AND NOV 3 MOODY RATTINGAaa S&P RATING AA+ SUBJ TO FED TAX | 5/9/2022 | 5/3/2024 | \$ 250,000.00 |
| WELLS FARGO BANK N A CUSIP 949763B62 WELLS FARGO BK N A SIOUX FALLS S D CTF DEP ACT/365 MONTHLY INT RATE 2.750% MATURITY 05/17/2014 DATED 05/17/2019 1ST CPN DTE 06/17/19 CPN PMT MONTHLY ON 17 YIELD 2.750% TO MATURITY | 5/17/2019 | 5/17/2024 | \$ 243,000.00 |
| CAPITAL ONE NATL ASSN MCLEAN VA CUSIP #14042RLW9 CAPITAL ONE NATL ASSN MCLEAN VA CTF DEP ACT/365 SEMI-ANNUALLY INT RATE 2.650% MATURITY 05/30/2024 DATED 05/30/2019 BOOK ENTRY ONLY 1ST CPN DTE 11/30/19 CPN PMT SEMI ANNUAL ON MAY 31 AND NOV 30 | 5/31/2019 | 5/30/2024 | \$ 140,000.00 |
| OCEANFIRST BANK NA CUSIP#67523TBE2 OCEANFIRST BK NATL ASSN TOMS RIV NEW JERSEY CTF DEP ACT/365 INT REAT 3.250% MATURITY 07-01-2024 DATED 06-29-2022 BOOK ENTRY ONLY 1ST CPN PMT SEMO ANNUAL ON JUN 29 AND DEC 29 YIELD 3.250% AT MATURITY | 6/29/2022 | 7/1/2024 | \$ 246,000.00 |

MULTI BANK SECURITIES INC - COUNTY FUNDS

| | | | |
|--|-----------|------------|-----------------|
| FIRST NATL BK OF ALBANY | 5/10/2022 | 8/28/2024 | \$ 240,000.00 |
| CUSIP #32117WAT9 | | | |
| FIRST NATL BL OF ALBANY TEX CTF DEP ACT/365 INT RATE .300% MATURITY 8/28/2024 DATED 8/28/2020 BOOK ENTRY ONLY 1ST CPN PMT MONTHLY ON 28 YIELD 2.559% TO MATURITY | | | |
| DISCOVER | 10/8/2014 | 10/8/2024 | \$ 15,000.00 |
| CUSIP # 254672BF4 | | | |
| DISCOVER BK GREENWOOD DEL CTF DEP 3.100% 10/08/24 DTD 10/08/14 ACT/365 | | | |
| MERRICK BANK | 5/18/2022 | 11/18/2024 | \$ 245,000.00 |
| CUSIP#59013KSD9 | | | |
| MERRICK BK SOUTH JORDAN UTAH CTF DEP ACT/365 INT RATE 2.700% MATURITY 11/18/2024 DATED 5/18/2022 BOOK ENTRY ONLY 1ST CPN PMT MONTHLY ON 18 | | | |
| BEAL BK PLANO TEX | 1/19/2022 | 1/15/2025 | \$ 248,000.00 |
| CUSIP # 0737IAUX9 | | | |
| DATED 1-19-22 BOOK ENTRY ONLY 1ST CPN DTE 7-19-22 CPN PMT SEMI ANNUAL | | | |
| TECHNOLOGY CR UN SAN JOSE CALIF | 1/19/2023 | 1/21/2025 | \$ 230,000.00 |
| CUSIP #87868YAG8 | | | |
| TECHNOLOGY CR UN SAN JOSE CALIF SH CTF ACT/365 INT RATE 5.000% MATURITY 01/21/2025 DATED 01/19/2023 BOOK ENTRY ONLY 1ST CPN DTE 02/19/2023 CPN PMT MONTHLY ON 19. | | | |
| FEDERAL HOME LN BKS BD | 1/28/2022 | 1/28/2025 | \$ 1,000,000.00 |
| CUSIP #3130AQJM6 | | | |
| FEDERAL HOME LN BKS CONS BD 1.250% 01/28/25 B/E DTD 01/28/22 CALLABLE 04/28/22@100.000 MOODY RATING Aaa S&P Rating AA+ | | | |
| FEDERAL HOME LN MTG CORP | 5/9/2022 | 2/12/2025 | \$ 250,000.00 |
| CUSIP # 3137EAEP0 | | | |
| 02/12/2025 DATED 2-14-2020 BOOK ENTRY ONLY 1ST CPN DTE 8/12/20 CPN PMT SEMI ANNUAL ON FEB 12 AND AUG 12 MOODY RATING Aaa S&P RATING AA+ FITCH RATONG | | | |
| LIBERTY FED CR UN | 3/17/2023 | 3/17/2025 | \$ 249,000.00 |
| CUSIP # 53052LAL3 | | | |
| LIBERTY FED CR UN EVANVILLE IN SH CTF ACT/365 INT RATE 5.050% MATURITY 3/17/25 DATED 3/17/2023 BOOK ENTRY ONLY 1ST CPN PMT MONTHLY ON 01 YIELD 5.050% TO MATURITY. | | | |
| BMW BK NORTH AMER SALT LAKE CITY UTAH | 4/8/2022 | 4/8/2025 | \$ 246,000.00 |
| CUSIP #05580AL85 | | | |
| CTF DEP 2.500% 4/08/25 B/E DTD 04/08/22 ACT 365 | | | |
| UNITED FIDELITY BANK fsb EVANVILLE IN | 5/5/2023 | 5/5/2025 | \$ 245,000.00 |
| CUSIP # 910286GG2 | | | |
| UNITED FIDELITY BANK FSB EVANVILLE IN | | | |
| DISCOVER BK GREENWOOD DEL | 5/11/2022 | 5/12/2025 | \$ 230,000.00 |
| CUSIP #254673D29 | | | |
| DISCOVER BK GREENWOOD DEL CTF DEP 2.950% 05/12/2025 B/E DTD 5-11-2022 | | | |
| FEDERAL FARM CR BKS CONS | 5/9/2022 | 7/9/2025 | \$ 250,000.00 |
| CUSIP #3133EEXV7 | | | |
| FEDERAL FARM CR BKS CONS SYSTEMWIDE BDS CONS BOND 2.400% MATURITY 07/09/2025 DATED 04-09-2015 BOOK ENTRY ONLY 1ST CPN PMT SEMI ANNUAL ON JAN 09 AND JUL 09 MOODY RATING Aaa S&P RATING AA+FITCH RATING AAA SUBJ TO FED TAX | | | |

MULTI BANK SECURITIES INC - COUNTY FUNDS

| | | | |
|---|------------|------------|-----------------|
| FEDERAL HOME LN MTG CORP | 5/9/2022 | 9/23/2025 | \$ 250,000.00 |
| CUSIP # 3137EAEX3 | | | |
| FEDERAL HOME LN MTG CORP REFERANCE NTS FED INT RATE .375% MATURITY 09/23/2025 DATED 09/25/2020 BOOK ENTRY ONLY 1ST CPN DTE 03/23/2021 CPN PMT SEMI ANNUAL ON MAR 23 AND SEPT 23 MOODY RATING Aaa S&P RATING AA+ FITCH RATING AAA SUBJ TO FED TAX | | | |
| FEDERAL HOME LN BKS BD | 4/29/2022 | 10/29/2025 | \$ 3,000,000.00 |
| CUSIP #3130ARLT6 | | | |
| FEDERAL HOME LN BKS CONS BD 3.100% 10/29/25 B/E DTD 04/29/22 CALLABLE 07/29/22@100.000 MOODY RATING Aaa S&P Rating AA+ | | | |
| SALLIE MAE BK SALT LAKE CITY UT CTF DEP 5.000% 11/18/2025 B/E DTD 11/18/22 ACT/365 1ST CPN DTE 5/18/2023 | 11/18/2022 | 11/18/2025 | \$ 245,000.00 |
| CUSIP # 795451CJO | | | |
| SALLIE MAE BK SALT LAKE CITY UT CTF DEP 5.000% 11/18/2025 B/E DTD 11/18/22 ACT/365 1ST CPN DTE 5/18/2023 | | | |
| KS STATE BANK | 5/10/2022 | 11/25/2025 | \$ 240,000.00 |
| CUSIP#50116CAC3 | | | |
| KS STATEBANK MANHATTEN KS CTF DEP ACT/365 INT RATE 2.650% MATURITY 11/25/2015 BOOK ENTRY ONLY 1ST CPN 12/25/2015 CPN PMT MONTHLY ON 25 | | | |
| DORT FINL CR UN GRAND BLANC | 12/9/2022 | 12/9/2025 | \$ 247,000.00 |
| CUSIP #25844MAJ7 | | | |
| DORT FINL CR UN GRAND BLANC MI SH CTF ACT/365 INT RATE 4.750% MATURITY 12/09/25 DATED 12/09/22 BOOK EBTRY ONLY 1ST CPN DTE 01/01/23 CPN PMT QRTLY ON JAN01, APR01, JUL01, OCT01. | | | |
| COMMUNITY WEST CR UN KENTWOOD | 12/19/2022 | 12/19/2025 | \$ 245,000.00 |
| CUSIP #20416JAB0 | | | |
| COMMUNITY WEST CR UN KENTWOOD MICH SH CTF ACT/365 INT RATE 4.650% MATURITY 12/19/25 DATED 12/19/22 BOOK ENTRY ONLY 1ST CPN DTE 1/19/23 CPN PMT MONTHLY ON 19. | | | |
| ESSENTIAL CR UN | 9/20/2023 | 3/20/2025 | \$ 249,000.00 |
| CUSIP # 29669XAS7 | | | |
| ESSENTIAL CR UN BATON ROUGE LA SH CTF ACT/365 INT RATE 5.400% MATURITY 03-20-26 DATED 09-20-23 BOOK ENTRY ONLY 1ST CPN DTE 10-20-23 CPN PMT MONTHLY ON 20 | | | |
| GREENSTATE CREDIT UNION | 4/16/2021 | 4/16/2026 | \$ 249,000.00 |
| CUSIP #39573LBC1 | | | |
| GREENSTATE CR UN NORTH LIBERTY IOWA SH CTF ACT/365 INT RATE0.950% MATURITY 04/16/2026 DATED 04/16/2021 BOOK ENTRY ONLY 1ST CPN DTE 05/01/21 CPN PMT MONTHLY ON 01 | | | |
| NUMERCIA CR UN | 5/13/2022 | 5/13/2026 | \$ 245,000.00 |
| CUSIP#67054NAV5 | | | |
| NUMERICA CR UN SPOKEANE VY WASH SH CTF ACT/365 INT RATE 3.050% MATURITY 05/13/2026 DATED 513/2022 BOOK ENTRY ONLY 1ST CPN PMT MONTHLY ON 13 | | | |
| FEDERAL HOME LN BKS | 5/9/2022 | 6/12/2026 | \$ 250,000.00 |
| CUSIP #3130AMFS6 | | | |
| FEDERAL HOME LN BKS CONS BD INT RATE .750% MATURITY06/12/2026 DATED 5/07/2021 BOOK ENTRY ONLY 1ST CPN DTE 12/12/21 CPN PMT SEMI ANNUAL ON JUN 12 AND DEC 12 MOODY RATING Aaa S&P RATING AA+ SUBJ TO FED TAX | | | |
| TOYOTA FINANCIAL SAVINGS BANK, HENDERSON, NV | 7/22/2021 | 7/22/2026 | \$ 248,000.00 |
| CUSIP 89235MLD1 | | | |
| MATURITY 07/22/2026 DATED 07/22/2021 BOOK ENTRY ONLY 1ST CPN DTE 01/22/22 CPN PMT SEMI ANNUAL ON JAN 22 AND JUL 22 | | | |
| BANK OF OLE MONROE MO | 8/10/2023 | 8/10/2026 | \$ 248,000.00 |
| CUSIP # 064236BS0 | | | |

MULTI BANK SECURITIES INC - COUNTY FUNDS

BANK OF OLE MONROE MO CTF DEP ACT/365 INT RATE 5.450% MATURITY 8-10-2026 DATED 08-10-2023 BOOK ENTRY ONLY CALLABLE 02/10/24 @ 100.000 1ST CPN DTE 09-10-23 CPN PMT MONTHLY ON 10 YIELD 5.450% TO PAR CALL YIELD 5.450% TO MATURITY.

THE BANK OF NEW YORK 8/18/2023 8/17/2026 \$ 245,000.00

CUSIP # 722000AC0

PIMA FED DR UN TUCSON ARIZ SH CTF 5.300% 08-17-26 DTD 08-17-23

AUSTIN TELCO FED 12/16/2022 12/16/2026 \$ 245,000.00

CUSIP #052392CH8

AUSTIN TELCO FED CR UN TEX SH CTF ACT/365 INT RATE 4.950% MATUITY 12/16/26 BOOK ENTRY INLY 1ST CPN DTE 1/1/23 CPN PMT MONTHLY ON 01.

FEDERAL HOME LN BKS 5/9/2022 12/21/2026 \$ 250,000.00

CUSIP #3130AQF65

FEDERAL HOME LN BKS CONS BD INT RATE 1.250% MATURITY 12/21/2026 DATED 12/22/2021 BOOK ENTRY ONLU 1ST CPN DTE 6/21/22 CPN PMT SEMI ANNUAL ON JUN 21 AND DEC 21 MOODY RATING Aaa S&P RATING AA+SUBJ TO FED TAX

TENNESSEE VALLEY AUTH 5/9/2022 2/1/2027 \$ 250,000.00

CUSIP#880591EU2

MATURITY 02/01/2027 BOOK ENTRY ONLY 1ST CPN DTE 08/01/2017 CPN PMT SEMI ANNUAL ON FEB 01 AND AUG01 MOODY RATING Aaa S&P AA+FITCH

EAGLEMARK SVGS BK CARSON CITY NEV 3/2/2022 3/2/2027 \$ 247,000.00

CUSIP #27004PCM3 PURCHASE PRICE \$247000.00

EAGLEMARK SVGS BK CARSON CITY NEV CTF DEP 2.000% 03/02/27 B/E DTD 03/02/22 ACT/365

STATE BK INDIA NEW YORK NY 3/10/2022 3/10/2027 \$ 247,000.00

CUSIP #856285J36

STATE BK INDIA NEW YORK NY CTF DEP 2.200% 3/10/27 B/E DTD 03/10/22 ACT/365 1ST CPN DATE 9/10/22

FFCB FEDERAL FARM CR BKS 4/28/2021 4/28/2027 \$ 1,000,000.00

CUSIP #3133EMXP2

FEDERAL FARM CR BKS CONS SYSTEMWIDE BDS INT RATE 1.200% MATURITY 04/28/2027 DATED 04/28/2021 BOOK ENTRY ONLY THIS SECURITY IS CONTINUOUSLY CALLABLE WITH 30 DAYS NOTICE BEGINNING 04/28/22 @ 100.000 1ST CPN DTE 10/28/21 CPN PMT SEMI ANNUAL ON APR 28 AND OCT 28 MOODY RATING Aaa SUBJ TO FED TAX

MORGAN STANLEY BK N A MKT LKD 4/29/2022 4/29/2027 \$ 245,000.00

CUSIP #61773TDN0

INSTL CTF DEP PROGRAM 3.000% 4/29/27 B/E 4/29/22 ACT/360

GLOBAL FED CR UN ANCHORAGE ALASKA 5/12/2023 5/12/2027 \$ 249,000.00

CUSIP# 37892MAF1

GLOBAL FED CR UN ANCHORAGE ALASKA SH CTF ACT/365 INT RATE 4.600% MATURITY 05-12-2027 DATED 05-12-2023 BOOK ENTRY ONLY 1ST CPN PMT MONTHLY ON 12 YIELD 4.600% TO MATURITY.

FEDERAL FARM CR BKS CONS 5/9/2022 5/18/2027 \$ 250,000.00

CUSIP #3133EEL40

FEDERAL FARM CR BKS CONS SYSTEMWIDE BDS CONS BOND 2.860% MATURITY 05/18/2027 DATED 05/18/2015 BOOK ENTRY ONLY 1ST CPN DTE 11/18/15 CPN PMT SEMI ANNUAL ON MAY 18 AND NOV 18 MOODY RATING Aaa S&P RATING AA+FITCH RATING AAA SUBJ TO FED TAX

FIRST NATIONAL BANK OF AMERICA 5/28/2021 5/28/2027 \$ 249,000.00

CUSIP# 32110YTP0

MULTI BANK SECURITIES INC - COUNTY FUNDS

| | | | |
|--|------------|------------|---------------|
| FIRST NATL BK AMER EAST LANSING MICH CTF DEP ACT /365 INT RATE 0.900% MATURITY 05/28/2027 DATED 05/28/2021 BOOK ENTRY ONLY CALLABLE 05/28/22 @ 100.000 1ST CPN DTE 06/28/21 CPN MONTHLY ON 28 YIELD 0.900% TO AR CALL. YIELD 0.900% TO MATURITY | | | |
| TEXAS EXCHANGE BANK | 7/2/2020 | 7/9/2027 | \$ 249,000.00 |
| CUSIP #88241THZ6 | | | |
| TEXAS EXCHANGE BK SSB CROWLEY CTF DEP ACT/365 INT RATE 1.000% MATURITY 07/09/2027 DATED 07/02/2020 BOOK ENTRY ONLY CALLABLE 10/02/20 @ 100.00 1ST CPN DTE 08/02/20 CPN PMT MONTHLY ON 02 | | | |
| FIRST FOUNDATION BANK | 11/18/2022 | 11/4/2027 | \$ 245,000.00 |
| CUSIP #32026UYA8 | | | |
| FIRST FNDTN BK IRVINE CA CTF DEP ACT/365 INT RATE 4.700% MATURITY 11/04/2022 BOOK ENTRY ONLY 1ST CPN DTE 05/04/23 CPN PMT SEMI ANNUAL ON MAY 04 AND NOV 4 YIELD 4.699% TO MATURITY. | | | |
| ALLIANT CR UN | 12/30/2022 | 12/30/2027 | \$ 242,000.00 |
| CUSIP #01882MAB8 | | | |
| ALLIANT CR UN CHICAGO ILL SH CTF ACT/365 NT RATE 4.950% MATURITY 12/30/27 DATED 12/30/22 BOOK ENTRY ONLY 1ST CPN DTE 1/30/23 CPN PMT MONTHLY ON 30. | | | |
| SUNWEST BK IRVINE | 2/17/2021 | 2/17/2028 | \$ 249,000.00 |
| CUSIP #86804DCQ9 | | | |
| 02/17/2028 DATED 02/17/2021 BOOK ENTRY ONLY THIS SECURITY IS CONTINUOUSLY CALLABLE WITH 15 DAYS NOTICE BEGINNING 05/17/2021 @100.000 1ST CPN DTE 03/17/2021 CPN PMT MONTHLY ON 17 | | | |
| ALL IN FED CR UN | 2/17/2023 | 2/17/2028 | \$ 249,000.00 |
| CUSIP # 1664MAE6 | | | |
| ALL IN FED CR UN DALEVILLE AL SH CTF ACT/365 INT RATE 4.600% MATURITY 02-17-2028 DATED 02-17-2023 BOOK ENTRY ONLY 1ST CPN DTE 03-17-2023 CPN DTE 03-17-2023 CPN PMT MONTHLY ON 17 YIELD 4.600% TO MATURITY. | | | |
| LUANA SVGS BK IOWA | 2/19/2021 | 2/22/2028 | \$ 249,000.00 |
| CUSIP#549104WF0 | | | |
| LUANA SVGS BK IOWA CTF DEP ACT/365 INT RATE 0.750% MATURITY 02/22/2028 DATED 02/19/2021 BOOK ENTRY ONLY 1ST CPN DTE 08/19/2021 CPN PMT SEMI ANNUAL ON FEB 19 AND AUG 19 YIELD 0.750% TO MATURITY | | | |
| JONESBORO STATE BANK | 3/15/2021 | 3/15/2028 | \$ 249,000.00 |
| CUSIP #48040PKC8 | | | |
| JONESBORO ST BK JONESBORO LA CTF DEP ACT/365 INT RATE 1.300% MATURITY 03/25/2028 DATED 03/15/2021 BOOK ENTRY ONLY CALLABLE 06/15/21 @ 100.000 1ST CPN DTE 04/15/2021 CPN PMT MONTHLY ON 15 | | | |
| PACIFIC WESTN BK BEVERLY HILLS CAF | 6/9/2023 | 6/9/2028 | \$ 115,000.00 |
| CUSIP #69506YA25 | | | |
| PACIFIC WESTN BL BEVERLY HILLS CALIF CTF DEP 5.100% 06-09-28 DTD 06-06- 23 ACT/365 | | | |
| FEDERAL HOME LN BKS CONS BD | 10/6/2021 | 10/6/2028 | \$ 250,000.00 |
| CUSIP # 3130APD77 | | | |
| FERDERAL HOME LN BKS CONS BD 1.540%10/06/28 B/E DTD 10/06/21 CALLABLE 01/06/22 @ 10.000 MOODY RATING Aaa S&P RATING AA+ | | | |

MULTI BANK SECURITIES INC - COUNTY FUNDS

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|--|------------------|------------------|-------------------------|
| COUNTRY CLUB BANK | 3/26/2021 | 3/26/2029 | \$ 249,000.00 |
| CUSIP #222327AE8 | | | |
| COUNTRY CLUB BK KANSAS CITY MO CTF DEP ACT/365 INT RATE 1.500% MATURITY 03/26/2029 DATED 03/26/2021 BOOK ENTRY ONLY CALLABLE 03/26/23 @ 100.000 1ST CPN DTE 04/26/21 CPN PMT MONTHLY ON 26 | | | |
| FEDERAL FARM CR BKS | 5/19/2022 | 5/17/2029 | \$ 250,000.00 |
| CUSIP#3133ENWX4 | | | |
| FEDERAL FARM CR BKS CONS SYSTEMWIDE BDS INT RATE 4.050% MATURITY 5/17/2019 DATED 5/17/2022 BOOK ENTRY ONLY THIS SECURITY IS CONTINUOUSLY CALLABLE WITH 30 DAYS NOTICE BEGINNING 8/17/2022 @100.000 1ST CPN DTE 11/17/2022 CPN PMT SEMI ANNUAL ON MAY 17 AND MAY 17 MOODY RATING Aaa | | | |
| JP MORGAN CHASE BANK | 1/12/2021 | 7/10/2030 | \$ 248,000.00 |
| CUSIP 48128UFW4 | | | |
| JP MORGAN CHASE BK NA COLUMBUS OHIO CTF DEP ACT/365 INT RATE 1.25% MATURITY 07/10/2030 DATED 7/10/2020 BOOK ENTRY ONLY CALLABLE 01/10/21 @ 100.000 1ST CPN DTE 01/10/21 CPN PMT SEMI ANNUAL ON JAN 10 AND JUL 10 | | | |
| BMO HARRIS BK NATL | 2/26/2021 | 2/26/2031 | \$ 249,000.00 |
| CUSIP # 05600XCD0 | | | |
| BMO HARRIS BK NATL ASSN CHICAGO ILL CTF DEP RL ACT/365 INT RATE 1/35% MATURITY 02/26/2031 DATED 02/26/2021 BOOK ENTRY ONLY CALLABLE 05/26/2021 @ 100.000 1ST CPN DTE 05/26/21 CPN PMT QRTL Y ON FEB 26,MAY26,AUG26,NOV26 YIELD 1/350% TO PAR CALL YIELD 1.350% TO MATRITY | | | |
| CELTIC BK SALE LAKE CITY UTAH | 7/2/2021 | 7/2/2031 | \$ 249,000.00 |
| CUSIP # 15118RVQ7 | | | |
| CELTIC BK SALT LAKE CITY UTAH CTF DEP ACT/365 INT RATE 1.500% MATURITY 07/02/2031 DATED 07/02/2021 BOOK ENTRY ONLY 1ST CPN DTE 08/02/21 CPN PMT MONTHLY ON 02 | | | |
| TOTAL MBS - COUNTY | | | \$ 19,338,000.00 |