

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2024-05**

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF FIFTY-SIX THOUSAND AND 00/100 (\$56,000.00) DOLLARS OF FUNDING UNDER THE LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND OF THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”) FOR THE SENECA LIBRARY ADA RAMP PROJECT AND OTHER MATTERS RELATED THERETO.

WHEREAS, the 2019 Novel Coronavirus (“COVID-19”) is a respiratory disease that has caused severe illness and death by the SARS-CoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person;

WHEREAS, COVID-19 disrupted nearly every facet of American life, affecting families, schools, communities, and businesses in profound and unprecedented ways;

WHEREAS, the negative financial impact of COVID-19 on American society has been experienced in a variety of ways, including food and housing insecurity, business closures, job loss and long-term unemployment, and a widespread want of opportunity;

WHEREAS, throughout the COVID-19 crisis, local governments were at the forefront of the response, addressing untold numbers and types of emergencies and exigencies;

WHEREAS, local governments remain uniquely positioned to take a leadership role in the recovery effort;

WHEREAS, on March 11, 2021, the American Rescue Plan Act was signed into law by the President of the United States (along with supporting and related legislation and regulations, collectively “ARPA”);

WHEREAS, among other things ARPA established the Local Assistance and Tribal Consistency Fund (“LATCF”), which provides additional assistance to eligible (1) tribal governments, (2) revenue sharing counties, and (3) eligible revenue sharing consolidated governments to support their efforts in combating the impact of COVID-19 on their communities, residents, and businesses;

WHEREAS, there exists significant flexibility for Oconee County (“County”) in the expenditure of LATCF allocations, with the primary limitation being that the funds are treated as if generated from the County’s own revenue, and thus the funds may be used for any governmental purpose, lobbying excluded;

WHEREAS, the County was allocated Five Hundred and Sixty-One Thousand, Five Hundred, Ninety-Five and 66/100 (\$561,595.66) Dollars (“County LATCF Allotment”);

WHEREAS, the County desires to expend fifty-six thousand and 00/100 (\$56,000.00) Dollars of the County LATCF Allotment for the construction of an ADA-compliant ramp at the Oconee County Public Library, located at 300 E. South Second Street, Seneca, SC 29678.

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

Section 1. Appropriation. Fifty-six thousand and 00/100 (\$56,000.00) Dollars of County LATCF Allotment is hereby appropriated and set aside for the Seneca Library ADA Ramp Project.

Section 2. Expenditures. The expenditure of funds appropriated out of County LATCF Allotment for the Seneca Library ADA Ramp Project is approved in an amount up to fifty-six thousand and 00/100 (\$56,000.00) Dollars subject to the following conditions:

- a) This appropriation and expenditure authorization only applies to available County LATCF Allotment that has been actually received by the County and which has not been otherwise appropriated.
- b) All federal requirements, specifically including applicable regulations promulgated by the United States Department of Treasury, shall be strictly adhered to in the administration of these funds.
- c) County may discontinue the expenditure of funding appropriated hereby for the Seneca Library ADA Ramp Project at any time based on: (1) emergency or exigent circumstances; (2) lack of available funds; (3) the Seneca Library ADA Ramp Project being deemed an impermissible use of the County LATCF Allotment, in whole or in part; or (4) for convenience.

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 not affect the remainder of this Ordinance.

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

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

Signature page follows

ORDAINED in meeting, duly assembled, this ____ of _____, 2024.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham, Chairman
Oconee County Council

First Reading: January 16, 2024
Second Reading: February 6, 2024
Third Reading: February 20, 2024
Public Hearing: February 20, 2024

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2024-06**

AN ORDINANCE TO SUPPLEMENT ORDINANCE 2021-20, WHICH APPROPRIATED AND AUTHORIZED THE EXPENDITURE OF THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING RECEIVED BY OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”) FOR PURPOSES OF THE SENECA WATER AND WASTEWATER INFRASTRUCTURE PROJECT, BY AMENDING THE PROJECT’S SCOPE TO INCLUDE ADDITIONAL WATER SYSTEM IMPROVEMENTS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Seneca (“Seneca”) requested a portion of the ARPA funding received by Oconee County (“County”) for purposes of constructing, improving, and/or repairing certain water and wastewater infrastructure (the “Seneca Water and Wastewater Infrastructure Project” or “Project”);

WHEREAS, County granted Seneca’s request, and appropriated and authorized the expenditure of up to Three Million and 00/100 (\$3,000,000.00) Dollars for the Seneca Water and Wastewater Infrastructure Project, as reflected by Ordinance 2021-20, a copy of which is attached hereto as Exhibit A;

WHEREAS, Seneca has requested permission to supplement the scope of the Project in order to include waterline improvements serving the Port Santorini subdivision;

WHEREAS, Seneca’s request will not increase the amount of funding previously appropriated by Ordinance 2021-20; and

WHEREAS, County is amenable to Seneca’s requested supplement to the scope of the Project.

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

1. Ordinance 2021-20 is amended such that the scope of the Seneca Water and Wastewater Project is supplemented to include waterline improvements serving the Port Santorini subdivision, as more specifically detailed on Exhibit B, attached hereto.
2. All other terms and provisions of Ordinance 2021-20, not inconsistent herewith, remain in full force.
3. The appropriation and expenditure authorization for the Seneca Water and Wastewater Project only applies to available County ARPA Funds that have been received by the County from the United States Department of Treasury and which have not been otherwise appropriated.
4. All federal requirements, specifically including applicable regulations promulgated by the United States Department of Treasury, shall be strictly adhered to in the carrying out the

Project, in order to ensure the Project remains consistent with the legal authority governing the use of these ARPA funds.

5. County and Seneca shall amend the subrecipient agreement applicable to the Project, as necessary, in order to accommodate this amended Project scope. The County Administrator is authorized to execute such an amendment.
6. County reserves the right to discontinue the expenditure of funding appropriated for the Seneca Water and Wastewater Project at any time based on: (1) emergency or exigent circumstances; (2) due to lack of available funds; (3) if the Seneca Water and Wastewater Project is deemed an impermissible project, in whole or part, under ARPA, Department of Treasury regulations, or other legal authority; (4) for an actual or threatened breach of the subrecipient agreement; or (5) for convenience.
7. 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 not affect the remainder of this Ordinance.
8. 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.
9. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ of _____, 2024.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: January 16, 2024
Second Reading: February 6, 2024
Third Reading: February 20, 2024
Public Hearing: February 20, 2024

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2021-20**

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”), AS FOLLOWS: (1) APPROPRIATING THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER AND WASTEWATER INFRASTRUCTURE IMPROVEMENTS FOR THE CITY OF SENECA (“SENECA WATER AND WASTEWATER INFRASTRUCTURE PROJECT”); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE SENECA WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO.

WHEREAS, the 2019 Novel Coronavirus (“COVID-19”) is a respiratory disease that has caused severe illness and death by the SARS-CoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person;

WHEREAS, recent numbers posted on the COVID Data Tracker website for the Centers for Disease Control and Prevention show that over 37 million Americans have been infected with COVID 19, and more than 625,000 deaths have resulted;

WHEREAS, COVID 19 has disrupted nearly every facet of American life, affecting families, schools, communities, and businesses in profound and unprecedented ways;

WHEREAS, the negative financial impact of COVID 19 on American society has been experienced in a variety of ways, including food and housing insecurity, business closures, job loss and long term unemployment, and a widespread want of opportunity;

WHEREAS, throughout the COVID-19 crisis, local governments were at the forefront of the response, addressing untold numbers and types of emergencies and exigencies;

WHEREAS, local governments remain uniquely positioned to take a leadership role in the recovery effort;

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law by the President of the United States;

WHEREAS, among other things, ARPA established the Coronavirus Local Fiscal Recovery Fund (“Fiscal Recovery Fund”), which provides for direct aid to counties and municipalities to support their efforts in combating the impact of COVID-19 on their communities, residents, and businesses;

WHEREAS, the Fiscal Recovery Fund provides local governments, including Oconee County (“County”), with significant monetary resources, purposed to assist in responding to the COVID-19 public health emergency;

WHEREAS, financial assistance received by local governments through the Fiscal Recovery Fund may be used in several different ways, including but not limited to: (1) generally responding to the COVID-19 public health emergency or its negative economic impacts; (2) providing premium pay to eligible workers; (3) replacing lost public sector revenue; and (4) making necessary investments in water, sewer, or broadband infrastructure;

WHEREAS, County has been allocated Fifteen Million, Four Hundred Fifty Thousand, Eight Hundred Seventy-Eight, and 00/100 (\$15,450,878.00) Dollars, to be received in two equal installments, one of which has been received, with the other to be received in approximately 12 months (collectively “County ARPA Funds”);

WHEREAS, the Fiscal Recovery Fund permits cooperation among units of local governments in funding allowable projects. 31 CFR Part 35. (See *Supplementary Information, Section VI. Transfers.*)

WHEREAS, the City of Seneca (“Seneca”) has requested assistance from the County in order to construct, improve, and/or repair certain water and wastewater infrastructure, as more particularly described on the attached Exhibit A (the “Seneca Water and Wastewater Infrastructure Project”);

WHEREAS, the Seneca Water and Wastewater Infrastructure Project is a necessary infrastructure project within Oconee County, for it will, among other things: (1) ensure a reliable supply of clean and safe drinking water to current and future residents in the subject, area and (2) increase water use efficiency and conservation.

WHEREAS, the County desires to assist Seneca with the Seneca Water and Wastewater Infrastructure Project, by contributing an amount up to Three Million and 00/100 (\$3,000,000.00) Dollars of County ARPA Funds.

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

Section 1. Appropriation. Three Million and 00/100 (\$3,000,000.00) Dollars of County ARPA Funds are hereby appropriated and set aside for the Seneca Water and Wastewater Infrastructure Project.

Section 2. Expenditures. Expenditure of funds appropriated out of County APRA Funds for the Seneca Water and Wastewater Infrastructure Project is approved in an amount up to Three Million and 00/100 (\$3,000,000.00) Dollars, subject to the following conditions:

- a) All federal requirements, specifically including applicable regulations promulgated by the United States Department of Treasury, shall be strictly adhered to in the administration of these funds.
- b) County and Seneca shall enter into a subrecipient agreement, in a form common to federal grant funding, prior to the expenditure of County ARPA Funds for the

Seneca Water and Wastewater Infrastructure Project. The County Administrator is authorized to execute such an agreement on the advice of the County Attorney.

- c) The subrecipient agreement shall address all matters relevant to the County's receipt of Fiscal Recovery Funds, including but not limited to regulatory compliance, accounting, reporting, audit preparation, use restrictions, and clawback provisions. 31 CFR Part 35.9.
- d) County reserves the right to discontinue the expenditure of funding appropriated for the Seneca Water and Wastewater Infrastructure Project at any time based on: (1) emergency or exigent circumstances; (2) due to lack of available funds; (3) if the Seneca Water and Wastewater Infrastructure Project is deemed an impermissible project, in whole or part, under ARPA, Department of Treasury regulations, or other legal authority; (4) for an actual or threatened breach of the subrecipient agreement; or (5) for convenience.

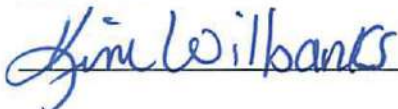
Section 4. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance.

Section 5. 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 6. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this 5th of October, 2021.

ATTEST:



Acting Clerk to Oconee County Council



John Elliott

Chair, Oconee County Council

First Reading: September 7, 2021
Second Reading: September 21, 2021
Third Reading: October 5, 2021
Public Hearing: October 5, 2021



Robert W. Faires, III · Director of Utilities · rfaires@seneca.sc.us

July 29, 2021

To: Oconee County Council

From: Bob Faires
Seneca Light & Water

Re: Funding Allocation
American Rescue Plan Act of 2021

The following water and sewer projects have been identified to appropriately utilize the federal funds as allocated by Oconee County. All projects listed will be completed with 36 months of funds becoming available.

- **Construct a gravity sewer line** from the Sheep Farm Road sewer lift station area to the Cliffabee Leas sewer lift station. This project allows for operational alternatives to serve customers in the Bountyland Road and Hwy 28 area. Much of this line has been surveyed and engineered and would be ready for bid shortly after funds become available. (Estimated cost \$550,000)
- **Replace AC waterlines along Hwy 28.** These water lines are becoming an ever increasing issue and not only disrupts water supply to customers, but also disrupts traffic on Hwy 28 during repairs to the lines. This project will replace over 12,500 feet of 8" AC waterline and over 3,000 feet of 6" waterline with ductile iron pipe. The new lines will be located outside of the paved area of the road easement. This work will be ready for bid when funds become available. (Estimated cost \$1,550,000)
- **Rehabilitate the sanitary sewer main line along Seneca Creek.** This includes lining over 4400 feet of 15" clay sewer lines and refurbishing 30 manholes. This will help with persistent inflow & infiltration issues which affect the OJRSA Seneca Creek Lift Station. This work will be ready for bid shortly after funds become available. (Estimated cost \$800,000)
- **Replace galvanized water lines** through-out the system as funds allow. There are roughly 25 miles of old galvanized lines on the system. A majority of these lines are 2" diameter. The amount of these lines to be replaced using these funds will be dependent on the actual cost of the projects listed above. (Estimated cost \$100,000)

Attached is reference material for the projects listed. Please let me know if there are any questions or concerns.

EXHIBIT B

INVITATION FOR BID



**WATER MAIN REPLACEMENT
PORT SANTORINI
DELPHI DR.**

PROJECT: IFB 2023-002 SL&W

**DUE DATE: NOVEMBER 29, 2023
2:00 PM EST**

**Seneca Light & Water
251 E. North Second Street
P.O. Box 4773
Seneca, South Carolina 29679**

THIS IS NOT AN ORDER

BID REQUEST NUMBER: IFB 2023-002 SL&W

DATE OF INVITATION: November 8, 2023

BIDS WILL BE RECEIVED AT:

Seneca Light & Water
251 E. North Second Street
P.O. Box 4773
Seneca, South Carolina 29679

UNTIL 2:00 P.M. LOCAL TIME ON **Wednesday November 29th, 2023**

Project Name:	<u>Water Main Replacement Port Santorini Subdivision</u>
Project Location:	<u>Delphi Dr.</u>
City/County/State:	<u>Seneca / Oconee / South Carolina 29679</u>
Project Number:	<u>IFB 2023-002 SL&W</u>
Response Deadline:	<u>November 29, 2023 2:00 PM EST</u>

INTRODUCTION

City of Seneca Light & Water (herein aka, SL&W) seeks to receive bids for Professional Contractor Services to construct to completion the replacement of water main along Delphi Dr. in the Port Santorini subdivision, Seneca, South Carolina 29678.

INSTRUCTION TO RESPONDERS

SL&W is soliciting bids from experienced and qualified vendors to provide utility installation services for replacement of potable water main.

1. SUBMISSION REQUIREMENTS

Bids shall be submitted in the format outlined herein.

- a. Bids shall be submitted in a sealed envelope with the name and address of the responding person(s) submitting the bid.
- b. For bids submitted via facsimile transmission, it shall be the responder’s responsibility to verify receipt of fax transmittal. **NO BIDS BY EMAIL.**
- c. Each bid shall be signed by an officer authorized to make a binding commitment for the company submitting a bid.
- d. Bid submittals shall reference this project as IFB 2023-002 SL&W (Port Santorini

Subdivision), and clearly label the envelope/page/sheets with the same reference. The bid submittal must be complete and in U.S. dollars. All cost and price information in the bid is to remain irrevocable for a period of 90 days from the date of submittal.

2. BID CHANGES

Changes to the bid may be made at any time prior to the opening of bids, however, all changes must be submitted in writing in an envelope marked "Modification to Bid." The bid and modifications will be opened at the same time and the bid changed accordingly.

SL&W shall not be held responsible for Responder's lack of understanding of what is required by this solicitation. Should a responder not understand any aspect of this request or require further explanation or clarification regarding the intent or requirements, it shall be the responsibility of the responder to seek guidance from SL&W's designated representative.

3. BID RESERVATIONS

To the extent allowed by applicable state and federal laws, SL&W reserves the right to reject any bid that is nonconforming, nonresponsive, unbalanced, or conditional.

- a. A bid may be considered nonconforming if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.
- b. SL&W reserves the right to reject any bid if the City believes the Responder is unqualified or of doubtful financial ability. The bid may also be rejected if the Responder fails to meet any other pertinent standard or criteria established by SL&W.
- c. Responder imposed terms and conditions which conflict with the terms and conditions of this IFB are considered counter offers and, as such, will cause the submittal to be considered non-responsive.
- d. This solicitation is not to be construed as a commitment of any kind nor does it commit SL&W to pay for any costs incurred in the submission of an offer or for any other incurred cost.

4. AGREEMENT/CONTRACT

The responding bid from this solicitation that best satisfies the needs and appears to be the most advantageous to SL&W may be awarded an agreement/contract. All bids received by the closing deadline will be carefully evaluated for conformance with the requirements of this IFB.

- a. SL&W reserves the right to conduct negotiations with responsible Responders. This does not commit SL&W to award a contract. SL&W may award a contract solely on the basis of the bid submitted without any negotiations. Contents of the bid may become contractual obligations if an agreement or contract ensues.
- b. In the event SL&W decides to award a contract pursuant to this IFB, SL&W will provide a properly prepared Contractor Agreement to the successful Responder. And if an Agreement/Contract is not approved, the successful Responder may require that it be released from contract obligation. The foregoing action by SL&W or the Responder shall in no way provide any cause whatsoever for a claim against SL&W by the Responder.

- c. If the successful Responder fails to provide any services described in the contract, or fails to meet any obligations contained therein, SL&W reserves the right to terminate the contract by providing written notice to the Responder. The Responder shall have 30 days to cure the default. If said default cannot be cured within 30 days of SL&W's written notice, SL&W may demand its own timetable or terminate the contract.
- d. Termination for Convenience, SL&W shall have the right to terminate the contract without cause and at its convenience, with immediate notice to the Contractor.

Direct all questions to:

Scott McLane
Engineering Department Supervisor
P.O. Box 4773, Seneca, SC 29679
Telephone: 864.885.2753
Email: smclane@seneca.sc.us

Relevant questions must be submitted prior to 1:00 pm E.S.T. Friday, November 17, 2023. Questions submitted after that date and time will not be due a response.

SCOPE OF WORK

1. DESCRIPTION OF SOLICITATION

Contractors qualified and interested are requested to submit a bid proposal to:

- a. Provide, deliver, and fully warrant installation of water main and appurtenances as prescribed.
- b. Include all costs for labor, materials, tools, abatement, permits, licenses, and equipment necessary for the completion of repairs to the facility.

2. PROJECT DESCRIPTION

The following is the projected 'Scope-of-Work', but is not limited to:

- Construct and prepare site at the designated location.
- Install new water main per project drawings and as directed by SL&W.
- Contractor will coordinate all activities with SL&W and will be responsible for locating all underground utilities.
- Complete project and re-dress site.
- Removal and proper disposal of all trash and debris associated with the project.
- Contractor at its own expense shall promptly remedy and repair all damages or loss to any property caused in whole or part by its employees, subcontractor(s), supplier, or anyone

directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable.

KEY TASKS:

- After the contract is awarded, the Contractor’s responsibilities will include all construction services necessary to complete the project as identified.
- Contractor shall be responsible for all required fees and permits.
- It is recommended each responder examine the premises to determine the extent of the work involved and the conditions under which the work will be performed.
- By submission of a bid proposal/quotation, it shall be construed as evidence that such examination has been made and no subsequent allowance will be acceptable in this connection.

3. ADDITIONAL REQUIREMENTS

- 3.1** The selected Contractor shall possess the appropriate license and registration required for this Project; have appropriate safety and emergency procedures; and key personnel may be required to pass background check.
- 3.2** All work performed shall follow appropriate OSHA standards, Federal, State, County, and local ordinances/regulations. The selected Contractor shall obtain all required licenses, permits, and/or certifications.
- 3.3** All work performed and completed in accordance with a valid Agreement /Contract will be subject to the acceptance of the City of Seneca by its authorized representative.
- 3.4** The Contractor shall deliver to SL&W, *upon award of a Contract/Agreement*, a certificate of insurance, and may be required to name the City (*Owner*) as an additional insured party in amounts requested by the Owner and all insurance policies shall be maintained for the life of the contract. The City may require it be named as “ADDITIONAL INSURED” for its interest on all policies of insurance except Worker’s Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As part of the certificate of insurance requirement the Contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the City. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision. The Contractor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained.
- 3.5** The selected Responder shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of the Owner by the Contractor, his agents, representatives, employees, or subcontractors. Proof of coverage as prescribed herein shall be submitted prior to the commencement of work and such coverage shall be maintained by the Contractor for the duration of the contract period.

4. PROPONENT DECLARATION

- 4.1** By submittal of a bid the Responder declares to be fully informed and satisfied that the Scope-of-Work is a bases used to obtain submitted price quote; therefore, it is understood that actual quantities may be subject to adjustment by either increase or decrease, as deemed necessary, per conditions encountered during project construction and agreed by both the Contractor and SL&W (*its representative*). And should the quantities of work items be decreased or increased; the actual work quantity shall be completed at the unit prices stated therein.
- 4.2** SL&W shall be ‘held harmless’ for the Responder’s lack of understanding of what is required by this solicitation. Should a Responder not understand any aspect of this request or require further explanation or clarification regarding the intent or requirements, it shall be the responsibility of the Responder to seek guidance from the SL&W’s designated Representative.
- 4.3** The drawings, specifications and addenda are complementary of each other, what is called for by one shall be as binding as if called for by all. If a conflict arises between the drawings, specifications, and/or addenda, the problem shall be referred to SL&W for resolution

IFB PROPOSED SCHEDULE

IFB Issued	Wednesday, November 8, 2023
End of Question Period - 1:00 pm	Friday, November 17, 2023
Responses Due by 2:00 pm	Wednesday, November 29, 2023
Notice of Intent to Award	Friday, December 8, 2023

ATTACHMENTS

PROJECT: IFB 2023-002 SL&W

Water Main Replacement

Port Santorini Subdivision

Delphi Dr.

PROJECT DRAWING

FOR ELECTRONIC COPY OF DRAWING

CONTACT: PAUL GALBREATH

TEL. NO. (864) 885-2724

EMAIL - pgalbreath@seneca.sc.us

BID FORMS

BID FORM - A

**CERTIFICATION REGARDING DEBARMENT
& OTHER RESPONSIBILITY MATTERS**

BID FORM - B

BIDDER'S QUESTIONNAIRE

BID FORM - C

MATERIAL SCHEDULE

BID FORM - D

TOTAL BID AMOUNT

ALL BID FORMS MUST BE SUBMITTED WITH BIDDER'S RESPONSE

BID SUBMISSION FORM

CERTIFICATION REGARDING DEBARMENT & OTHER RESPONSIBILITY MATTERS

Signed copies of the Certification Regarding Debarment and Other Responsibility Matters must be included in the bid package.

By submitting a bid, the Responder certifies, to the best of his/her knowledge and belief, that:

- I. Responder and/or any of its Principals
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency.
 - (B) Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of quotes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission or any of the offenses enumerated in paragraph I (B) of this provision.

- II. Responder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
 - (A) The word "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; business manager; head of a subsidiary, division, or business segment, and similar positions).
 - (B) Responder will provide immediate written notice to the Owner if, at any time prior to contract award, Responder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - (C) If the Responder is unable to certify the representations stated in paragraphs (I), Responder must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Responder's responsibility. Failure of the Responder to furnish additional information as requested by the Owner may render the bid as non-responsive.
 - (D) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (A) of this provision. The knowledge and information of a Responder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (E) The certification in paragraph I (A) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Responder knowingly or in bad faith rendered an erroneous certification, the Owner may terminate, for default, any Contract resulting from this solicitation, and in addition to other remedies available to the City of Seneca.
 - (F) By signing, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same project, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the responder.

Authorized Signature

Date

BID SUBMISSION FORM

SENECA LIGHT & WATER
IFB 2023-002 SL&W
PROFESSIONAL CONTRACTOR SERVICES
WATER MAIN REPLACEMENT – PORT SANTORINI SUBDIVISION

BIDDER'S QUESTIONNAIRE

Note: Failure to provide the information requested in this questionnaire may be cause for rejection of the solicitation on the basis of non-responsiveness.

Name of Your Business: _____

Street Address: _____

Mailing Address if Different: _____

City: _____ State: _____ Mailing Zip: _____

Telephone: _____ Fax: _____ E-Mail: _____

How many years has the business been under the above name? _____

Previous business name(s) if any: _____

My Bid Acceptance Period is _____ Days. (Quotes providing less than thirty (30) calendar days for acceptance may be considered non-responsive and may be rejected.)

Are you acting as a broker or the primary supplier in this transaction?

- Primary Supplier
Broker

Business Information (Please check all that apply):

- My business is Individual
My business is a Partnership
My business is a Non-Profit
My business is a Joint-Venture
My business is a corporation under the laws of the State of _____
My business is full-time
My business is part-time

Completed by: _____ Title: _____

Signature: _____ Date: _____, 2023

MATERIAL LIST for IFB 2023-002 SL&W

WATER MAIN REPLACEMENT

Port Santorini Subdivision Delphi Dr.

PRELIMINARY COST ESTIMATE

BIDS DUE – 2:00 PM

November 29, 2023

ITEM DESCRIPTION	QUANTITY	UNIT	\$/Unit	COST
MOBILIZATION	1	LS		
EROSION CONTROL <i>(install as needed)</i>	1	LS		
TRAFFIC CONTROL	1	LS		
WATER DISTRIBUTION MAIN <i>(Include: fittings, bends, restraints, thrust blocking, reducers, and testing)</i>				
6" Ductile Iron Pipe (DIP) <i>(include tracer wire, solid strand #12AWG; coated w/ minimum 45mil polyethylene jacket for underground use)</i>	1400	FT		
8" DIP (SL&W to Provide 8" Pipe) Installation cost only	1020	FT		
2" SDR 21 PVC	80'	FT		
STEEL ENCASEMENT				
12" Casing <i>(include 'approved' spacers and end seals)</i>	42	FT		
6" Casing	25	FT		
GATE VALVE & BOX				
6" Gate Valve <i>(include valve box)</i>	5	EA		
2" Gate Valve <i>(include valve box)</i>	1	EA		
8" Gate Valve <i>(include valve box)</i>	2	EA		
Driveway Crossings				
Asphalt Driveway <i>(saw-cut & repave +- 42LF)</i>	2	LF		
Concrete Driveway <i>(Free Bore)</i>	9	EA		
Delphi Dr./Apollo Dr./Knossus Ct. <i>(saw-cut and repave +- 60LF for main line reconnection)</i>	60	LF		
RECONNECTION				
Same side existing service tie-ins to new main <i>(include all appurtenances)</i>	10	EA		
Bore services tie-in to new main <i>(include all appurtenances)</i>	9	EA		

FIRE HYDRANT				
Fire Hydrant Assembly <i>(include Tee, Gate valve and all appurtenances)</i>	2	EA		
AIR RELEASE VALVE (ARV)				
1" Air Release Valve <i>(include all appurtenances)</i>	1	LS		
MARKERS				
Concrete Valve Marker (MV)	2	EA		
Concrete Valve Marker (MV2)	2	EA		
Concrete Valve Marker (MV3)	1	EA		
Concrete Valve Marker (AV)	1	EA		
Concrete Donut	10	EA		
ABANDONMENT of EXISTING LINE				
6" Plug <i>(used to cap-off existing waterline)</i>	2	EA		
2" Cap	1	EA		
CLEAN-UP				
Site restoration, Clean-up, Grassing, and Landscape	1	LS		

Total Cost Estimate: \$ _____

BID SUBMISSION FORM

SENECA LIGHT & WATER

IFB 2023-002 SL&W

PROFESSIONAL CONTRACTOR SERVICES

WATER MAIN REPLACEMENT – PORT SANTORINI SUBDIVISION

TOTAL BID AMOUNT

By submission of this bid, the respondent certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid, with any other bidder or with any competitor.

The bid listed below must include all applicable cost relevant to excavation, disposal, construction, and delivery to site destination: Martin Creek Heights, Seneca, South Carolina 29678; and comply with the specifications or include detail specifications for optional recommendation.

Base Unit (Price must include all materials, tools, appurtenances, specifications, and warranty)

TOTAL BID _____ **Dollars** (\$ _____)

Bid Amount is shown both in words and figures; if any discrepancy, the amount shown in words shall govern. The above bid amount includes all labor, materials, and equipment, as required; cleaning, removal, overhead, profit, fees, insurance, etc., to cover the several kinds called for.

COMPANY NAME

SIGNATURE BY AND FOR THE BIDDER

COMPANY ADDRESS

PRINTED NAME OF ABOVE BIDDER

DATE OF QUOTE

CONTACT PHONE NUMBER

CONTACT EMAIL

City of Seneca reserves the right to reject any or all bids and to waive any irregularities as deemed necessary and in its best interest.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2024-08**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT, BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT RED, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES, AND/OR OTHER PROJECT COMPANIES (COLLECTIVELY “COMPANY”), WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY LOCATED IN OCONEE COUNTY; PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; AND DEVELOPING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF THE PARK; AND OTHER RELATED MATTERS.

WHEREAS, OCONEE COUNTY, SOUTH CAROLINA (“Oconee County”), and PICKENS COUNTY, SOUTH CAROLINA (“Pickens County”, and Oconee County and Pickens County, collectively, the “Counties”) are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial and business park within the geographical boundaries of one or more of the member counties;

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties and promoting economic development in, and enhancing the tax base of the Counties, Oconee County proposes to enter into an agreement with Pickens County to develop jointly an industrial and business park within Oconee County as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (collectively, the “Act”);

WHEREAS, Oconee County, acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “FILOT Act”), Title 4, Chapter 1 (the “Multi-County Park Act”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of Oconee County; through all such powers the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of Oconee County by providing services, employment, recreation or other public benefits not otherwise provided locally;

WHEREAS, a company currently identified as Project Red, acting for itself, one or more current or future affiliates, and/or other project companies (collectively, the “Company”) has requested that the County assist in the acquisition, construction, and installation of land, buildings, improvements, fixtures,

machinery, equipment, furnishings, and other real and/or tangible personal property to constitute a new distribution facility in Oconee County (collectively, the **“Project”**);

WHEREAS, the Company has requested that Oconee County enter into a fee in lieu of tax agreement with the Company, thereby providing for certain fee in lieu of tax and special source revenue credit incentives with respect to the Project, all as more fully set forth in the Fee Agreement (as hereinbelow defined) attached hereto and made a part hereof;

WHEREAS, Oconee County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” and “economic development property” as such terms are defined in the FILOT Act and that the Project would serve the purposes of the FILOT Act;

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$4,500,000 in Oconee County and the expected creation of approximately 10 new full-time jobs at the Project within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement);

WHEREAS, Oconee County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” and “economic development property” as such terms are defined in the FILOT Act, and that the Project would serve the purposes of the FILOT Act;

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, Oconee County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park (a **“Park”**) such that the Project will receive the benefits of the Multi-County Park Act;

WHEREAS, Oconee County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Revenue Credit Agreement with the Company (the **“Fee Agreement”**), whereby Oconee County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain special source revenue credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act;

WHEREAS, Oconee County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which Oconee County proposes to execute and deliver; and

WHEREAS, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are appropriate instruments to be executed and delivered or approved by Oconee County for the purposes intended.

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

Section 1. Based on information supplied by the Company, it is hereby found, determined, and declared by Oconee County Council, as follows:

(a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and Oconee County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

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

(c) Neither the Project, nor any documents or agreements entered into by Oconee County in connection therewith, will give rise to any pecuniary liability of Oconee County or any incorporated municipality or a charge against the general credit or taxing power of either;

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

(e) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and/or Oconee County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of Oconee County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Oconee County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by Oconee County Administrator, upon advice of counsel, her execution thereof to constitute conclusive evidence of her approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. Oconee County is hereby authorized to jointly develop an industrial and business park (the “**Park**”) with Pickens County, with the consent of any applicable municipality (to the extent required by the Act).

Section 4. Oconee County will enter into a written agreement to develop the Park jointly with Pickens County in substantially the form attached hereto as Exhibit A, which is incorporated herein by reference (the “**Park Agreement**”). By enactment of this Ordinance, the Oconee County Council hereby approves the Park Agreement and all of its terms, provisions, and conditions. The Oconee County Administrator is hereby authorized to execute the Park Agreement on behalf of Oconee County, with such changes as the Administrator shall deem, upon advice of counsel, necessary or desirable and which do not materially alter the agreements set forth therein.

Section 5. The businesses or industries located in the Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Park Agreement. With respect to properties located in the Oconee County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Oconee County. The portion of such fee allocated pursuant to the Park Agreement to Pickens County shall be thereafter paid by the Treasurer of Oconee County to the Treasurer of Pickens County within ten (10) business days after the end of the calendar quarter of receipt for distribution in accordance with the Park Agreement and the ordinances of Pickens County. With respect to properties located in the Pickens County portion of the Park, if any, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Pickens County. The portion of such fee allocated pursuant to the Park Agreement to Oconee County shall thereafter be paid by the Treasurer of Pickens County to the Treasurer of Oconee County within ten (10) business days after the end of the calendar quarter of receipt for distribution in accordance with the Park Agreement and the ordinances of Oconee County.

Section 6. The ordinances and regulations of Oconee County concerning zoning, health, and safety, and building code requirements apply to the Park properties in Oconee County unless the properties are within the boundaries of a municipality, in which case the municipality’s ordinances and regulations apply. The ordinances and regulations of Pickens County concerning zoning, health, and

safety, and building code requirements apply to the Park properties in Pickens County, if any, unless the properties are within the boundaries of a municipality, in which case the municipality’s ordinances and regulations apply.

Section 7. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Oconee County is vested with the Oconee County Sherriff’s Department. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Pickens County is vested with the Pickens County Sheriff’s Department. 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 vested with the law enforcement officials of the municipality.

Section 8. The revenues generated from industries or businesses located within the Oconee County portion of the Park and to be retained by Oconee County pursuant to the Park Agreement shall be distributed within Oconee County in accordance with the ordinances and policies enacted or approved by Oconee County Council from time to time which by their terms govern distribution of such revenues.

Section 9. The Chair of County Council, Oconee County Administrator and the Clerk to County Council, for and on behalf of Oconee County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of Oconee County thereunder.

Section 10. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase, or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 11. To the extent this Ordinance contains provisions that conflict with provisions contained elsewhere in the Oconee County Code of Ordinances or other Oconee County ordinances or resolutions, the provisions contained in this ordinance supersede all other provisions and this Ordinance is controlling. This ordinance shall take effect and be in full force from and after its passage by Oconee County Council.

ENACTED in meeting duly assembled this __ day of _____, 2024.

Attest:

OCONEE COUNTY, SOUTH CAROLINA

Jennifer C. Adams, Clerk
Oconee County Council

Matthew Durham, Chair
Oconee County Council

First Reading: February 06, 2024
Second Reading: February 20, 2024
Third Reading: March 05, 2024
Public Hearing: March 05, 2024

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

I, the undersigned Clerk to County Council of Oconee County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by Oconee County Council at its meetings of _____, 2024, _____, 2024, and _____, 2024, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of Oconee County Council.

Clerk to County Council,
Oconee County, South Carolina

Dated: _____, 2024

Exhibit A

Form of Park Agreement

[see attached]

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: February 6, 2023
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Council consideration to approve an ordinance and fee agreement between Project Red and Oconee County that provides a FILOT and SSRC for the project's expansion of their operations in Oconee County.

BACKGROUND DESCRIPTION:

Project Red is a national distributor of equipment and parts that is considering the expansion of its Oconee County operation. The proposed project would include the construction of a new 25,000 square foot building and the purchase of new equipment. The company has considered existing buildings and greenfield sites in other South Carolina and Georgia communities. If the project proceeds, it is expected to result in a capital investment of more than \$4,500,000 and 10 new jobs.

The Oconee Economic Alliance (OEA) has been working the company since January 2023 and discussing with them incentives for the expansion. OEA has recommended the following incentives to assist Project Red with an expansion in Oconee County.

1. A 30-Year FILOT that will provide a reduced assessment rate from 10.5% to 6% on the project's personal property, a guaranteed assessment rate of 6% on the project's real property and a fixed millage rate of 214.9 mills for the term of the agreement.
2. A 5-Year SSRC that will provide a credit of 40% annually against the FILOT payments.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

- Existing industry is our top priority and we should provide assistance to industrial businesses that choose to remain and grow their operations in the county.
- Project Red is a small business and it is important that we support this vital sector of our economy.
- The project's move into a new building will make an existing building available for a new or expanding business.

FINANCIAL IMPACT [Brief Statement]:

- The project is expected to generate approximately \$440,000 in property taxes over the first 10 years, \$979,000 over 20 years and \$1,500,000 over 30 years.
- The FILOT and SSRC represent an incentive or property tax reduction of approximately \$156,000 over the first 10 years, \$250,000 over 20 years and \$410,000 over 30 years from the standard ad valorem taxes.

 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 ordinance and fee agreement for Project Red.

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.

**FEE IN LIEU OF TAX AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

Between

OCONEE COUNTY, SOUTH CAROLINA

and

[PROJECT RED]

Dated as of _____, 2024

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

SECTION 1.01 DEFINITIONS3
SECTION 1.02 PROJECT-RELATED INVESTMENTS6

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

SECTION 2.01 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COUNTY.....7
SECTION 2.02 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COMPANY7

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

SECTION 3.01 THE PROJECT8
SECTION 3.02 DILIGENT COMPLETION8
SECTION 3.03 FILINGS AND REPORTS8

ARTICLE IV

FILOT PAYMENTS

SECTION 4.01 FILOT PAYMENTS10
SECTION 4.02 SPECIAL SOURCE REVENUE CREDITS.....11
SECTION 4.03 FAILURE TO ACHIEVE MINIMUM INVESTMENT REQUIREMENTS.....12
SECTION 4.04 REMOVAL OF EQUIPMENT12
SECTION 4.05 FILOT PAYMENTS ON REPLACEMENT PROPERTY12
SECTION 4.06 REDUCTIONS IN PAYMENT OF TAXES UPON DIMINUTION IN VALUE; INVESTMENT MAINTENANCE
REQUIREMENT13

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

SECTION 5.01 CESSATION OF OPERATIONS.....14
SECTION 5.02 RIGHTS TO INSPECT.....14
SECTION 5.03 CONFIDENTIALITY14
SECTION 5.04 LIMITATION OF COUNTY’S LIABILITY14
SECTION 5.05 MERGERS, REORGANIZATIONS AND EQUITY TRANSFERS.....15
SECTION 5.06 INDEMNIFICATION COVENANTS15
SECTION 5.07 QUALIFICATION IN STATE16
SECTION 5.08 NO LIABILITY OF COUNTY’S PERSONNEL16
SECTION 5.09 ASSIGNMENT, LEASES OR TRANSFERS16
SECTION 5.10 ADMINISTRATION EXPENSES17
SECTION 5.11 PRIORITY LIEN STATUS.....17
SECTION 5.12 INTEREST; PENALTIES17
SECTION 5.13 SPONSOR AFFILIATES.....17

ARTICLE VI

DEFAULT

SECTION 6.01 EVENTS OF DEFAULT 19
SECTION 6.02 REMEDIES UPON DEFAULT 19
SECTION 6.03 REIMBURSEMENT OF LEGAL FEES AND EXPENSES AND OTHER EXPENSES 20
SECTION 6.04 NO WAIVER 20

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 NOTICES 21
SECTION 7.02 BINDING EFFECT 21
SECTION 7.03 COUNTERPARTS 22
SECTION 7.04 GOVERNING LAW 22
SECTION 7.05 HEADINGS 22
SECTION 7.06 AMENDMENTS 22
SECTION 7.07 FURTHER ASSURANCE 22
SECTION 7.08 INVALIDITY; CHANGE IN LAWS 22
SECTION 7.09 TERMINATION BY COMPANY 22
SECTION 7.10 ENTIRE UNDERSTANDING 23
SECTION 7.11 WAIVER 23
SECTION 7.12 BUSINESS DAY 23

- EXHIBIT A – DESCRIPTION OF LAND
- EXHIBIT B – INVESTMENT CERTIFICATION
- EXHIBIT C – INFRASTRUCTURE INVESTMENT CERTIFICATION
- EXHIBIT D—FORM OF JOINDER AGREEMENT

**SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AGREEMENT**

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the “Code”), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax and Special Source Revenue Credit Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax and Special Source Revenue Credit Agreement or a summary compliant with Section 12-44-55 of the Code.

Company Name:	[To Come]	Project Name:	Project Red
Projected Investment:	\$4,500,000	Projected Jobs:	App. 10 new jobs; 19 existing jobs
Location (street):	[To Come]	Tax Map No.:	[To Come]
1. FILOT			
Required Investment:	\$4,500,000		
Investment Period:	5 years	Ordinance No./Date:	[To Come]
Assessment Ratio:	6%	Term (years):	30
Fixed Millage:	214.9	Net Present Value (if yes, discount rate):	N/A
Clawback information:	See <u>Section 4.03</u> and <u>Section 4.06</u>		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	MCIP to be established with Pickens County		
3. SSRC			
Total Amount:	40%		
No. of Years	5		
Yearly Increments:	N/A		
Clawback information:	See <u>Section 4.02(d)</u> and <u>Section 4.03</u> .		
4. Other information			

FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT (the “*Fee Agreement*”) is made and entered into as of _____, 2024 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 a company currently identified as [**PROJECT RED**], acting for itself, one or more current or future affiliates, and/or other project companies (collectively, the “*Company*”).

RECITALS

1. Title 12, Chapter 44 (the “*FILOT Act*”), Code of Laws of South Carolina, 1976, as amended (the “*Code*”), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide special source revenue credit (“*Special Source Revenue Credit*”) financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, “*Infrastructure*”).

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute the development of new facilities by the Company in the County for the [*Project purpose*].

4. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(I)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. The Project is located, or if not so located as of the date of this Fee Agreement, the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

6. By enactment of an Ordinance on _____, 20__, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the

provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

[End of Section]

ARTICLE I
DEFINITIONS

Section 1.01 Definitions

The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Administration Expenses” shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

“Affiliate” shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

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

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean [Project Red], a corporation organized and existing under the laws of the State of South Carolina, and, subject to the provisions of Section 5.09 hereof, any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“Condemnation Event” shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation or eminent domain.

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company of at least \$4,500,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

“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 Oconee County Administrator, or the person holding any successor office of the County.

“County Assessor” shall mean the Oconee County Assessor, or the person holding any successor office of the County.

“County Auditor” shall mean the Oconee County Auditor, or the person holding any successor office of the County.

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

“County Treasurer” shall mean the Oconee County Treasurer, or the person holding any successor office of the County.

“Defaulting Entity” shall have the meaning set forth for such term in Section 6.02(a) hereof.

“Deficiency Amount” shall have the meaning set forth for such term in Section 4.03(a) hereof.

“Department” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project shall mean any reduction in the value, using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT payments which may be caused by the Company’s or any Sponsor Affiliate’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act and this Fee Agreement, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300 (with Schedule S, Schedule T, or such other schedule(s) as may be appropriate) or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean machinery, equipment, furniture, office equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

“Event of Default” shall mean any event of default specified in Section 6.01 hereof.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee Agreement” shall mean this Fee in Lieu of Tax and Special Source Revenue Credit Agreement.

“FILOT” or **“FILOT Payments”** shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“FILOT Act” shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“FILOT Act Minimum Investment Requirement” shall mean, with respect to the Project, an investment of at least \$2,500,000 by the Company, or of at least \$5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

“Improvements” shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

“Infrastructure” shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

“Investment Period” shall mean, and shall be equal to, the Standard Investment Period.

“Standard Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

“Land” means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

“MCIP Act” shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“MCIP Agreement” shall mean the joint county industrial and business park to be entered into by the County and Pickens County or another adjoining county with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

“MCIP” shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

“Phase” or **“Phases”** in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

“Project” shall mean the Land and all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

“Removed Components” shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of

whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

“Special Source Revenue Credits” shall mean the annual special source revenue credits provided to the Company pursuant to Section 4.02 hereof.

“Sponsor Affiliate” shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

“Standard Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

“State” shall mean the State of South Carolina.

“Termination Date” shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

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

Section 1.02 Project-Related Investments

The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

[End of Article I]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

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

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the FILOT Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 214.9 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2023, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments against which a Special Source Revenue Credit is to be provided under this Fee Agreement.

Section 2.02 Representations, Warranties, and Agreements of the Company

The Company hereby represents, warrants, and agrees as follows:

(a) The Company is organized and in good standing under the laws of the State of South Carolina, is duly authorized to transact business in the State, has the power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of [Project purpose], and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(c) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met the Contract Minimum Investment Requirement within the Investment Period.

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) create approximately ten (10) new, full-time jobs (with benefits) within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 20__.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and this Fee Agreement, and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300 (with Schedule S, Schedule T, or such other schedule(s) as may be appropriate) form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Company may add to the Land such real property, located in the same taxing district in the County as the original Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A to this Fee Agreement, in form reasonably acceptable to the County.

Section 3.02 Diligent Completion

The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.03 Filings and Reports

(a) Each year during the term of the Fee Agreement, the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor and the County Treasurer a copy of their most recent annual filings with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor, and to their counterparts in the partner county to the MCIP Agreement, the County Administrator and the Department within thirty (30) days after the date of execution and delivery of this Fee Agreement by all parties hereto.

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii)

confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

ARTICLE IV

FILOT PAYMENTS

Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, 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 and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the 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 determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of 214.9 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 Special Source Revenue Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Standard Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Revenue Credits against the Company's FILOT Payments for a period of five (5) consecutive years in an amount equal to forty percent (40%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Revenue Credit is taken.

(c) In no event shall the aggregate amount of all Special Source Revenue Credits claimed by the Company exceed the amount expended with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit B.

(d) In the event the Company achieves the Contract Minimum Investment Requirement but subsequently fails to maintain the Contract Minimum Investment Requirement during the 5-year term of the Special Source Revenue Credits pursuant to Section 4.02(a) hereof, the Company shall not be entitled to receive or claim the Special Source Revenue Credit with respect to the year of such failure or for the remainder of the 5-year term of the Special Source Revenue Credit.

(e) As provided in Section 4-29-68 of the Code, to the extent any Special Source Revenue Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(f) Each annual Special Source Revenue Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Revenue Credit to be provided to the Company for such property tax year.

(g) The Special Source Revenue Credits are payable solely from the FILOT Payments, are not secured by, or in any way entitled to, a pledge of the full faith, credit or taxing power of the County, are not an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, are payable solely from a special source that does not include revenues from any tax or license, and are not a pecuniary liability of the County or a charge against the general credit or taxing power of the County.

Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Revenue Credits received) (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Investment Period.

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project. Such certification shall be in substantially the form attached hereto as Exhibit C, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.05 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic

Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

Section 4.06 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Revenue Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

Section 5.03 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information"). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or

a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from FILOT payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Fee Agreement to the contrary, it is not intended in this Fee Agreement that the County shall impose transfer restrictions with respect to the Company, any Sponsor Affiliates or the Project as are any more restrictive than the Transfer Provisions.

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend 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 the Indemnified Parties in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection

with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

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

Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County

consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this Section.

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

Section 5.11 Priority Lien Status

The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the

Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in substantially the form set forth as Exhibit D attached hereto. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

The following shall be “Events of Default” under this Fee Agreement, and the term “Event 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 or any Sponsor Affiliate to make the FILOT Payments described in Section 4.01 hereof, or any other amounts payable to the County under this Fee Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company or any Sponsor Affiliate hereunder which is deemed materially incorrect when deemed made; or

(c) Failure by the Company or any Sponsor Affiliate to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or such Sponsor Affiliate is diligently pursuing corrective action; or

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

Section 6.02 Remedies Upon Default

(a) Whenever any Event of Default by the Company or any Sponsor Affiliate (the “*Defaulting Entity*”) shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and

notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and any Sponsor Affiliate may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement as to the acting party; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to 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, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.04 No Waiver

No failure or delay on the part of any party hereto 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 hereto.

[End of Article VI]

ARTICLE VII
MISCELLANEOUS

Section 7.01 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:

If to the Company:

Attn: _____

With a copy to (does not constitute notice):

If to the County:

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

With a copy to (does not constitute notice):

Oconee County
Attn: County Attorney
415 S. Pine Street
Walhalla, SC 29691

Section 7.02 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 any Sponsor Affiliates, 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 7.03 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 7.04 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 7.05 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 7.06 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 7.07 Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 7.08 Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. 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 to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party

hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.11 Waiver

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

Section 7.12 Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

[End of Article VII]

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 Administrator and to be attested by the Clerk of the 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

(SEAL)

By: _____
Chairman of County Council

By: _____
County Administrator

ATTEST:

Clerk to County Council of
Oconee County, South Carolina

[Signature Page 1 to Fee in Lieu of Tax and Special Source Revenue Credit Agreement]

COMPANY

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Tax and Special Source Revenue Credit Agreement]

EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description here]

EXHIBIT B

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of [Project Red] (the “*Company*”), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Revenue Credit Agreement dated as of _____, 20__ between Oconee County, South Carolina and the Company (the “*Agreement*”), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Revenue Credits previously received by the Company and any Sponsor Affiliates is \$_____.

(2) As of December 31, 20__, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than \$_____.

(3) Of the total amount set forth in (2) above, \$_____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description

Investment Amount

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

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

Name: _____
Its: _____

EXHIBIT C

INVESTMENT CERTIFICATION

I _____, the _____ of [Project Red] (the “*Company*”), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Revenue Credit Agreement dated as of _____, 20__ between Oconee County, South Carolina and the Company (the “*Agreement*”), as follows:

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

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

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

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

Name: _____
Its: _____

EXHIBIT D

FORM OF JOINDER AGREEMENT

Reference is hereby made to (i) that certain Fee Agreement effective as of _____, 20__ (“Fee Agreement”), between Oconee County, South Carolina (“County”) and [Project Red] (“Company”).

1. **Joinder to Fee Agreement.** The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement, and (b) acknowledges and agrees that: (i) in accordance the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Sections 12-44-30(19), 12-44-30(20) and 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.
2. **Capitalized Terms.** All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.
3. **Governing Law.** This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.
4. **Notice.** Notices under Section 7.01 of the Fee Agreement shall be sent to:

[]

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

Date

[Project Red]
By: _____
Name: _____
Its: _____
Address: _____

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

By: _____
Name: _____
Its: _____

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF OCONEE)
COUNTY OF PICKENS)
)
)
)
)

**AGREEMENT FOR THE DEVELOPMENT
OF A JOINT COUNTY INDUSTRIAL
AND BUSINESS PARK
(PROJECT RED)**

This multi-county park agreement applies to the following property in Oconee County associated with [Project Red]: an approximately _____ acre parcel located at _____, all as more fully described in Exhibit A (Oconee) to this Agreement.

This multi-county park agreement applies to the following properties in Pickens County: none.

More specific information on the properties may be found in the body of this agreement and in the exhibits.

This AGREEMENT for the development of a joint county industrial and business park to be located initially within Oconee County, South Carolina (“Oconee County”) is made and entered into as of the ____ day of _____, 2024 (the “Effective Date”), by and between Oconee County and Pickens County.

R E C I T A L S:

WHEREAS, Oconee County and Pickens County, South Carolina (“Pickens County”) are contiguous counties which, pursuant to Ordinance No. 2024-08, enacted by the Oconee County Council on _____, 2024, and Ordinance No. _____, enacted by the Pickens County Council on _____, 20__ (collectively, the “Enabling Ordinances”), have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established, initially in Oconee County, a Joint County Industrial and Business Park (the “Park”), to be located upon the property described in Exhibit A (Oconee) hereto; and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to 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 the exemption.

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

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

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in the 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. Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the “Code”) satisfies the conditions imposed by Article VIII, Section 13(D) of the 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 date of this Agreement, the Park consists of properties located in Oconee County, as further identified in Exhibit A (Oconee) to this Agreement. As of the Effective Date, no properties are located in Pickens County, as further identified in Exhibit B (Pickens) to this Agreement. It is specifically recognized that the Park may, from time to time, 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 ordinance of the county within which such property is to be added to or removed from the Park (the “Host County”) and without an action by the non-host county. The addition or removal of property is complete upon the provision to the non-host county by the Host County of the revised exhibit as provided in Section 3(B) below. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park. Notwithstanding the foregoing, no consent of a municipality shall be required for any property to remain in the Park in the event that such property is annexed by such municipality after the date such property has become part of the Park and subject to the provisions of this Agreement. Further, if any property located in the Park is annexed by a municipality after the property has been included in the Park, the municipality’s act of annexation shall serve as the municipality’s consent to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Oconee) or Exhibit B (Pickens), as the case may be, which shall be prepared by the county in which the added or removed property is located and the revised exhibit must contain a description or other identification of the properties included in the Park, after the enlargement or diminution.

4. Fee in Lieu of Taxes. Pursuant to 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* property taxes) equivalent to the *ad valorem* property 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 bear any expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, to the extent that either Oconee County or Pickens County incurs such expenses and costs, in the following proportions:

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

(1) Oconee County	100%
(2) Pickens County	0%

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

(1) Oconee County	0%
(2) Pickens County	100%

6. Allocation of Revenues. Pickens County and Oconee County shall receive an allocation of revenue generated by the Park through payment of fees in lieu of *ad valorem* property taxes in the following proportions:

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

(1) Oconee County	99%
(2) Pickens County	1%

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

(1) Oconee County	1%
(2) Pickens County	99%

7. Revenue Allocation Within Each County. (A) Revenues generated by the Park through the payment of fees-in-lieu-of *ad valorem* property taxes shall be distributed to Oconee County and to Pickens County, as the case may be, according to the proportions established by Paragraph 6 of this Agreement. With respect to revenues allocable to Pickens County or Oconee County by way of fees in lieu of taxes generated within its own County as Host County, such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts received in any fiscal year

by a taxing entity, the governing body of the taxing entity shall allocate the revenues received to operations and/or debt service of the entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the county council of the Host County.

(B) Revenues allocable to Pickens County by way of fees in lieu of taxes generated within Oconee County shall be distributed solely to Pickens County. Revenues allocated to Oconee County by way of fees in lieu of taxes generated within Pickens County shall be distributed solely to Oconee County.

8. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. It is hereby agreed that the entry by Oconee County into any one or more fee-in-lieu-of tax agreements pursuant to Title 4 or Title 12 of the Code (“Negotiated Fee-in-Lieu of Tax Agreements”) or arrangements relating to the granting of special source revenue credits or issuance of special source revenue bonds, with respect to property located within the Oconee County portion of the Park and the terms of such agreements or arrangements 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 or arrangements relating to the granting of special source revenue credits or issuance of special source revenue bonds with respect to property located within the Pickens County portion of the Park and the terms of such agreements or arrangements 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 Pickens County and Oconee County and to each of the taxing entities within the participating counties shall be identical to 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 Paragraphs 6 and 7 of this Agreement.

10. Severability. To the extent, and only to the extent, that any provision or any part of a provision of this Agreement is 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.

11. Termination. Notwithstanding any provision of this Agreement to the contrary, Oconee County and Pickens County agree that this Agreement shall terminate on December 31, 2074; provided, however, this Agreement may be terminated earlier than, or extended beyond such date my mutual agreement of Oconee County and Pickens County.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

PICKENS COUNTY, SOUTH CAROLINA

(Seal)

Pickens County Administrator

ATTEST:

DATE: _____

Clerk to Council

OCONEE COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

OCONEE COUNTY, SOUTH CAROLINA

(Seal)

Oconee County Administrator

ATTEST:

DATE: _____

Clerk to Council

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

Oconee County Properties

The following parcel in Oconee County associated with [Project Red] is included in the multi-county park and is identified by the [tax map] [parcel identification] number used by the Oconee County Assessor's Office and the owner, all as of the date of this Agreement, and, if available, acreage:

[TMS][PIN] (current): _____

Owner (current): _____

_____ acres.

The Park shall include all property vertically or horizontally located on or within the [TMS][PIN] number identified above, including, but not limited to, properties subject to any horizontal property regime, notwithstanding that such property bears a different [TMS][PIN] number from that identified above.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT B

Pickens County Properties

NONE.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2024-10**

**AN ORDINANCE ESTABLISHING A BUDGETARY
INCREASE LIMITATION FOR OCONEE COUNTY, SOUTH
CAROLINA; AND OTHER MATTERS RELATED
THERE TO.**

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (the “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 (the “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 Oconee County Council recognizes the need to balance fiscal responsibility with the essential services required by its residents, and therefore seeks to implement budgetary measures that ensure sustainable growth and efficient allocation of resources while maintaining the quality of life and services expected by its citizens;

WHEREAS, the principles of transparent and accountable governance underpin the actions of the Oconee County Council, and it is imperative that fiscal policies, including limitations on budgetary increases, are clearly communicated and rooted in measurable economic indicators to uphold public trust and ensure equitable distribution of the tax burden.

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

1. **General Fund growth limitation.** In addition to the millage increase limitation found in S.C. Code § 6-1-320 (“State Millage Cap”), any increase in the General Fund Operating Budget of the annual Oconee County budget (see S.C. Code § 4-9-140) is limited by the following formula (the “General Fund Growth Limitation”):

Any increase in the General Fund of the County’s annual budget, measured from one fiscal year to the next, is limited to an amount that is equal to or less than the percentage reflecting the County’s population growth, as measured by the percentage change in the population of the County from the previous year, as determined by the South Carolina Revenue and Fiscal Affairs Office, plus inflation, as measured by the percentage change in the Consumer Price Index (CPI) from the previous year, as determined by the South Carolina Revenue and Fiscal Affairs Office.

2. **Exceptions to General Fund Growth Limitation.** The General Fund Growth Limitation may be suspended upon a two-thirds vote of County Council for the following purposes:
 - a. To address a deficiency from the preceding fiscal year;

- b. To address an emergency or exigent circumstance that is outside of the control of the County Council, such as a natural disaster, severe weather event, act of God, act of terrorism, fire, war, riot, or other similar event;
 - c. To comply with a court order or decree;
 - d. To comply with a regulation promulgated or a statute enacted by the federal or state government after enactment of this Ordinance;
 - e. In order to effectively capture, or not lose by operation of time, any needed and available millage increase under the State Millage Cap.
 - f. To address unforeseeable budgetary needs;
3. **Carry forward provision.** Any portion of the General Fund Growth Limitation that is not utilized during the subject fiscal year may be carried forward for a period not exceeding three subsequent fiscal years. When any carried forward General Fund Growth Limitation is used, the oldest applicable fiscal year's carried forward percentage shall be used and commensurately reduced first. The General Fund Growth Limitation will, however, always be measured without regard to any carried forward amounts.
4. **State law.** To the extent that application of this Ordinance, in whole or in part, contravenes state law, specifically including the State Millage Cap, state law shall control.
5. **Miscellaneous:**
- a. **Severability.** Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by a court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
 - b. **Repealer.** All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

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

ORDAINED in meeting, duly assembled, this ____ day of _____, 2024.

[Signatures on Following Page]

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew M. Durham
Chair, Oconee County Council

First Reading: February 06, 2024
Second Reading: February 20, 2024
Third Reading: March 5, 2024
Public Hearing: March 5, 2024

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2023-15**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF INTERGOVERNMENTAL AGREEMENTS FOR FIRE PROTECTION AND OTHER EMERGENCY RESPONSE SERVICES BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND (1) THE TOWN OF SALEM, (2) THE CITY OF SENECA, (3) THE CITY OF WALHALLA, AND (4) THE CITY OF WESTMINSTER.

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 and for preserving health, peace, order, and good government therein;

WHEREAS, County desires to enter into Intergovernmental Agreements for Fire Protection and other Emergency Response Services (“Agreements”) with (1) the Town of Salem (“Salem”), (2) the City of Seneca (“Seneca”), (3) the City of Walhalla (“Walhalla”), and (4) the City of Westminster (“Westminster”) (collectively the “Municipalities”) in order to ensure proper emergency response for unincorporated areas of the County that are located in close proximity to the Municipalities; and

WHEREAS, County Council has reviewed the form of the Agreements, attached hereto as **Exhibit A** (Salem), **Exhibit B** (Seneca), **Exhibit C** (Walhalla), and **Exhibit D** (Westminster) 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 Agreements with the Municipalities, and Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Agreements and all related agreements and documents necessary or incidental thereto.

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

Section 1. Agreements Approved. The Agreements, attached hereto as **Exhibit A** (Salem), **Exhibit B** (Seneca), **Exhibit C** (Walhalla), and **Exhibit D** (Westminster) are hereby approved, and the County Administrator is hereby authorized to execute and deliver the Agreements in substantially the same form as **Exhibits A, B, C, and D** attached hereto.

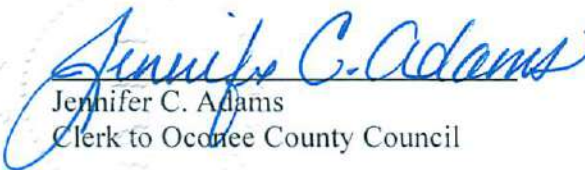
Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Agreements and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any 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.

RESOLVED in meeting, duly assembled, this 19th day of September, 2023.

ATTEST:


Jennifer C. Adams
Clerk to Oconee County Council


Matthew Durham
Chair, Oconee County Council

mitigate such emergencies on all parcels and on all public right of ways. These services shall be available on a first call basis. All services shall be provided by City in a manner consistent with local, state, and federal law.

3. **Reporting.** City will provide the County Fire Chief or County Administrator's designated point of contact with quarterly reports, with monthly totals, which shall be completed for all calls in the Walhalla Unincorporated Fire District. In addition to the quarterly report, the call number, call location, number of apparatuses responded, and number of personnel responded should be reported for any calls that are coded as incident type 111 or 112 under the National Fire Incident Reporting System. All fires in the Walhalla Unincorporated Fire District shall be investigated following the County guideline 204.00 Determination of Origin & Cause.
4. **Compensation.** For the term of this Agreement, County shall remit \$550,000 to City annually for providing emergency services in the Walhalla Unincorporated Fire District. Payment shall be made by County to City on or before July 31, annually. County agrees that City shall be entitled to utilize, at no cost, County training facilities for fire training. The parties agree to work together to improve fire training for firefighters working for City and County. City agrees to adhere to all established safety standards while on County training grounds.
5. **Insurance Services Office (ISO).** The parties acknowledge that the Insurance Service Office (ISO) Public Protection Classification (PPC) within the city limits may be different than the PPC in the Walhalla Unincorporated Fire District. The parties agree to work cooperatively to improve the PPC in the Walhalla Unincorporated Fire District.
 - a. **Inspections.** As all public occupancies should be inspected annually, City will conduct fire prevention and code inspections in public occupancies within the Walhalla Unincorporated Fire District utilizing national, state, and County adopted standards.
 - i. Code compliance issues discovered during an inspection will be reported to the County Fire Marshal, and both the City and County Fire Marshals will work jointly for resolution.
 - ii. All inspections will be reported, as part of the quarterly report.
 - b. **Pre-incident Plans.** As with fire prevention and code inspections, pre-incident plans for all public occupancies should be developed and updated by City, as needed. All pre-incident plans conducted in the Walhalla Unincorporated Fire District shall be completed and reported, as part of the quarterly report.
 - c. **Hydrant Flow Testing.** All hydrant flow and inspection data captured in the Walhalla Unincorporated Fire District through City conducted hydrant flow testing shall be forwarded to the County Fire Chief or County Administrator's designated point of contact annually.
6. **Emergency Response – Command and Control.** City and County shall have equal discretion in determining the method and means of emergency response. All command

and control activities will be performed in a manner consistent with the National Incident Management System.

7. **Medical Care.** City will ensure that personnel who are providing medical care are properly trained and have current (in date) certifications. Appropriate certification for primary medical responders includes American Heart Association Basic Life Support (BLS) or equivalent, Emergency Medical Responder, or Emergency Medical Technician (EMT).
 - a. Agencies that operate under the Oconee County Emergency Services DHEC BLS license shall:
 - i. Be affiliated with Oconee County Emergency Services BLS license in the SC EMS System Portal.
 - ii. Report emergency medical responses in accordance with DHEC guidelines.
 - iii. Provide copies of personnel medical certifications to the Oconee County Emergency Services EMS Director.
 - iv. Provide emergency reporting software access to the Oconee County Emergency Services EMS Director for Quality Assurance (QA) review of EMS related calls.
 - v. Agencies shall conduct emergency medical related training and provide information and rosters quarterly to the Oconee County Emergency Services EMS Director for review.
 - b. For agencies that have their own South Carolina BLS license:
 - i. Agencies shall report emergency medical responses in accordance with DHEC guidelines.
 - ii. Provide aggregated response data information for the Walhalla Unincorporated Fire District, as part of the quarterly report.
8. **Standards.** County and City mutually agree to utilize means and methods as required and suggested through applicable NFPA and OSHA standards, specifically, but not limited to, NFPA 1710 and NFPA 1500 (Health and Safety Standards). Additionally, County and City responders shall be required to submit to annual firefighter physical examinations.
9. **Other Facilities.** Nothing in this Agreement shall be construed as preventing County from constructing emergency protective service facilities (including fire prevention facilities) within the Walhalla Unincorporated Fire District.
10. **Equipment.** City shall continue to use those fire trucks and equipment currently owned by County and currently in the City's possession. County may supply more equipment to City, and shall retain ownership thereof. County further agrees to maintain all of its equipment in good working order and promptly make any necessary repairs. Any equipment purchased from funding as provided in Paragraph 4 will be the property of City. Further, City agrees to maintain its equipment in good working order and to promptly make all necessary repairs. County owned apparatus are provided with all

required NFPA and ISO equipment. City shall use County equipment in a safe and prudent manner. A report with the mileage of the County apparatus shall be submitted as part of the quarterly reports.

11. **Fire Code and Related Requirements.** County agrees to enforce County fire codes and to consider recommendations from City about observed violations within the service area.
12. **Insurance.** Each party shall provide appropriate and adequate insurance coverage to protect its interests as they exist under this Agreement. Each agrees to not waive but to claim any defenses available to it under the South Carolina Tort Claims Act.
13. **Liability.** To the extent permitted by law, and without waiving sovereign immunity, each party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing services or otherwise acting under this Agreement. No right of indemnification is created by this Agreement. The provisions of this Agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any party or entity not a party to this Agreement.
14. **Breach and Remedies.** In the event either party breaches a provision of this Agreement, the other party shall provide the breaching party with written notice of said breach, and the defaulting party shall have fifteen (15) days to cure such breach. If the breach remains unremedied beyond such fifteen (15) day period, the complaining party may pursue all remedies available to it at law or in equity. A party's failure to give, or delay in giving, any notice of default hereunder shall not by itself constitute a waiver, in whole or in part, of any of the non-performing party's obligations, requirements, or covenants under this Agreement. No failure or delay by one party to assert any rights or remedies related to a breach by the other party shall operate as a waiver of any default or of any rights or remedies available to the complaining party. In the event of a breach in an emergency or otherwise time-urgent situation, the non-breaching party may immediately remedy the breach and charge the reasonable costs related thereto to the breaching party.
15. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions are hereby deemed separable and shall remain in full force.
16. **Record retention and production.** City and County shall maintain, and produce when required, all records related to the services described herein. Such document retention and production shall be done in a manner consistent with the parties' applicable record retention policies and the South Carolina Freedom of Information Act.
17. **Notices.** All notices or communications required or permitted to be given hereunder shall be deemed given when sent by electronic transmission upon confirmation of

receipt, or when personally delivered, or on the third succeeding business day after being mailed by registered or certified mail, return receipt requested, restricted delivery to the appropriate party at its address set forth below, or at such other address as shall be specified by notice given hereunder. Rejection of a notice, or other refusal to accept a notice, or inability to deliver a notice because of a changed physical address or email address of which no notice was given, shall be deemed receipt of such notice.

As to County:

Amanda Brock, County Administrator
415 South Pine Street
Walhalla, SC 29691
abrock@oconeesc.com

As to City:

Celia Myers, City Administrator
206 North Church Street
Walhalla, SC 29691
cmyers@cityofwalhalla.com

18. **Modification.** This Agreement may not be modified, amended, or changed in any manner except upon express written consent of the parties to this Agreement.
19. **Approval.** Each party is responsible for any approval requirements by their respective governing body, as may be required under South Carolina law. By signing below, the undersigned affirms that any required approvals have been secured.
20. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument.
21. **Governing Law.** This Agreement shall be governed, construed, and interpreted under the laws of the State of South Carolina without regard to choice of law principles.

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the dates set forth below:

Witnesses:

Oconee County, South Carolina

(Witness)

By:

Amanda F. Brock
Oconee County Administrator

(Witness)

The City of Walhalla

(Witness)

By:

Celia B. Myers
City of Walhalla Administrator

(Witness)

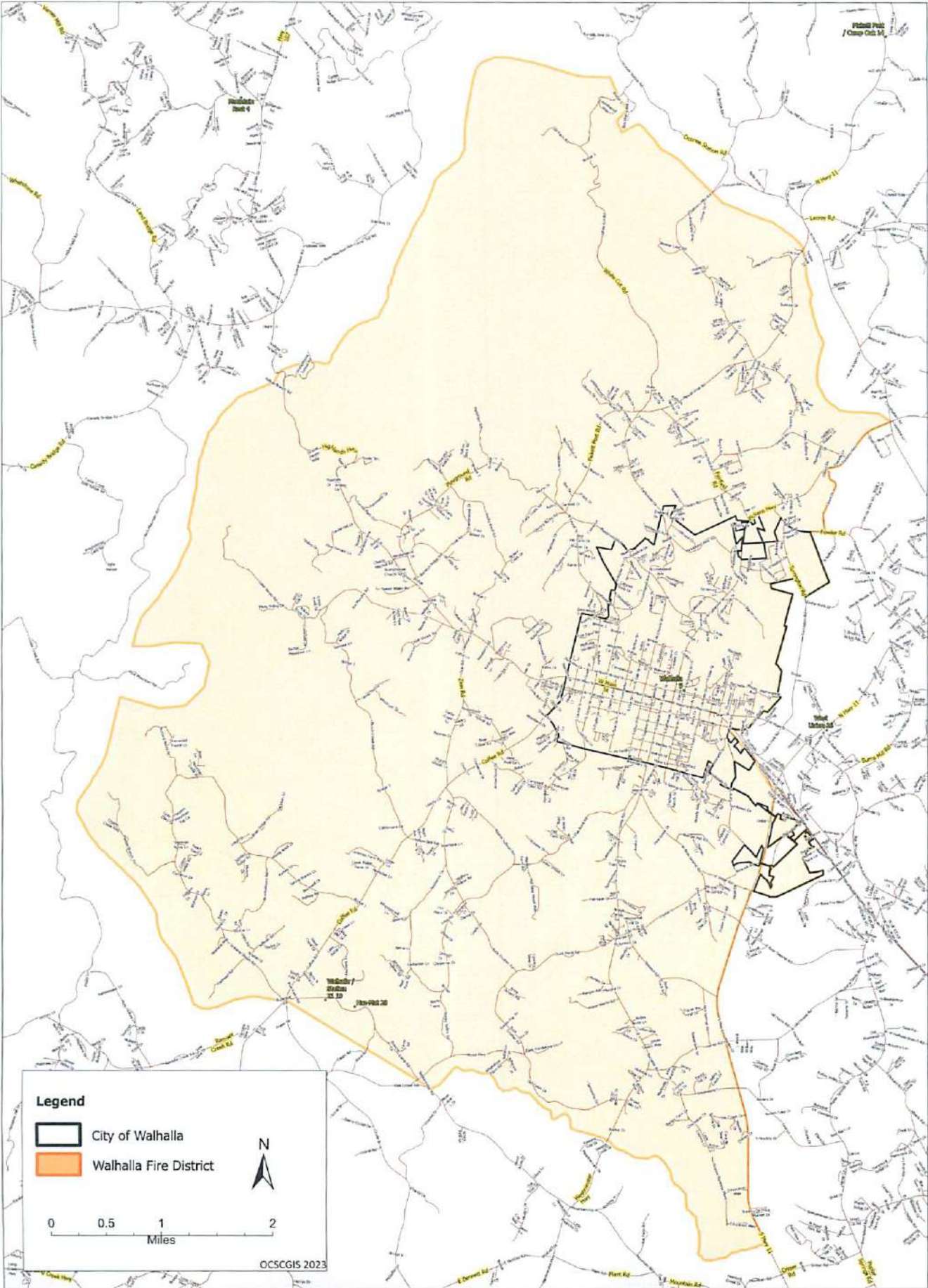
DRAFT

EXHIBIT A

[See attached]

DRAFT

City of Walhalla Fire District



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: February 20, 2024
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Request for Council's approval to authorize the Oconee County Administrator to provide a letter of support for the South Carolina Department of Natural Resources (SCDNR) Property Acquisition Project

BACKGROUND DESCRIPTION:

- The SCDNR Board has approved the acquisition of approximately seventeen (17) acres, in Oconee County, adjoining the Stumphouse Mountain Heritage Preserve / Wildlife Management Area (WMA).
- The property, delineated at TMS 105-00-02-004 and 105-00-02-006, is composed of upland hardwood forest that provides habitat for game and nongame species.
- Following state guidelines, SCDNR must obtain a letter of support from Oconee County before completing the acquisition and declaring it tax exempt.
- For the previous year, the property tax about was approximately \$17.43.
- Once acquired, the property would be managed as part of the Stumphouse Mountain Heritage Preserve / WMA and open to the public for outdoor recreational activities.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

FINANCIAL IMPACT [Brief Statement]:

The acquisition of the property would result in tax exempt status for a parcel which yielded approximately \$17.43 in property tax over the last year.

Approved by: _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes

If yes, who is matching and how much: Oconee Support for the total matching funds requirement.

Approved by: _____ **Grants**

ATTACHMENTS

Draft Letter of Support for the SCDNR Property Acquisition

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council authorize the Oconee County Administrator to provide a letter of support to the South Carolina Department of Natural Resources for the SCDNR Property Acquisition Project.

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.

**Oconee County
Administration**

**Amanda F. Brock
Administrator**

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

Phone: 864 638-4245
Fax: 864 638-4246

E-mail:
abrock@oconeesc.com

COUNCIL

John Elliott
District I

Matthew Durham
Chairman
District II

Don Mize
District III

Julian Davis, III
District IV

J. Glenn Hart
District V



February _____, 2024

Ken Prosser
Assistant Deputy Director
Wildlife and Freshwater Fisheries Division
South Carolina Department of Natural Resources
Post Office Box 167
Columbia, SC 29202
ProsserK@dnr.sc.gov

Re: Letter of Support for SCDNR Property Acquisition in Oconee County

Dear Mr. Prosser:

On behalf of Oconee County, I am pleased to provide this letter of support for the South Carolina Department of Natural Resources (SCDNR) Property Acquisition in Oconee County. The property acquisition, of approximately seventeen (17) acres, will provide a valuable buffer along an access route into the norther portion of the Stumphouse Mountain Heritage Preserve / Wildlife Management Area (WMA).

The property is composed of upland hardwood forest that provides habitat for game and nongame species. It is our understanding that the property will be managed as part of the Stumphouse Mountain Heritage Preserve/WMA and will be open to the public for outdoor recreation activities.

By being responsible stewards of environmental and natural resources, SCDNR is aiding Oconee County with its mission to provide a richer quality of life for generations to come. Therefore, Oconee County supports the SCDNR property acquisition in Oconee County and the agency's continued efforts to protect animal and plant species across the State of South Carolina.

Sincerely,

Amanda F. Brock
Administrator

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 20, 2024

ITEM TITLE:

Title: 2024 Ford F-450 Crane Truck

Department: Vehicle Maintenance

Amount: \$157,775.50

FINANCIAL IMPACT:

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

Budget: \$157,775.50

Project Cost: \$157,775.50

Balance: \$

Finance Approval: _____

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

BACKGROUND DESCRIPTION:

This crane truck is a 2024 Ford F-450 regular cab 4x4 truck with a Knapheide crane body for Vehicle Maintenance. This purchase includes an Auto Crane EHC-6 Electric / Hydraulic 370-degree field service crane and a Vanair Air-N-Arc 300 gas powered multi-function power system (Compressor, Generator & Welder).

This truck will be used by the Vehicle Maintenance Department to pull cylinders on large equipment, large tires on motor graders and other heavy equipment repairs that must be completed on the road and in remote locations. In addition, this truck will also be used for welding and fabricating road calls and assisting the Sheriff's department when they are in need of a crane.

This crane truck will be replacing a 1995 Ford F-450 Crane/Welding Truck (105.02) with 104,489 miles; which will be sold as surplus or replace older vehicles used in other County departments.

SPECIAL CONSIDERATIONS OR CONCERNS:

State Contract pricing for Ford pickup trucks is currently awarded to Dick Smith Automotive of Columbia, SC, contract number 4400029866. The crane body for the truck comes from Lee Transport Equipment, Inc of Columbia, SC that currently holds the State Contract for truck bodies, contract number 4400027118, and is an authorized dealer for Knapheide. Dick Smith Automotive will coordinate the installation of the crane body; therefore, the County will issue one Purchase Order to Dick Smith Automotive.

ATTACHMENT(S):

1. Pricing Spreadsheet
2. Dick Smith Automotive State Contract Quote
3. Lee Transport State Contract Quote
4. SC State Contract Information for Ford Trucks
5. SC State Contract Information for Truck Bodies

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of a 2024 Ford F-450 with crane body to Dick Smith Automotive of Columbia, SC, in the amount of \$157,775.50, per SC State Contract.

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

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

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

Ford F-450 State Contract # 4400029866

Description	Quantity	Unit Price	Total Price
2024 Ford F-450 Reg Cab 4x4	1		\$58,704.00
Includes: 7.3L V8 Gas Engine; Automatic Transmission; Air Conditioning; AM/FM Radio with Bluetooth; 84" CA; Vinyl 40/20/40 Bench Seat; Rearview Camera; Dual Batteries, Running Lights; Power Steering; Power Brakes; Power Windows and Door Locks; Cruise Control; Heavy Duty Vinyl Floor; Roof Clearance Lights; Platform Running Boards; 410 AMP Alternator and Heavy Duty Front End.			
TOTAL FOR VEHICLE	1		\$58,704.00
Utility Body, Auto Crane and Air Compressor (Lee Transport)			
SC State Contract #4400027118	1	\$98,571.50	\$98,571.50
Add \$500 State Sales Tax	1	\$500.00	\$500.00
GRAND TOTAL			\$157,775.50

LEE TRANSPORT EQUIPMENT INC.

Custom Quotation For:

P.O. BOX 26, 1300 BLUFF R.D.
 COLUMBIA, SOUTH CAROLINA 29202
 PHONE# 803-799-7860 FAX 803-765-0535
 TRUCK BODIES AND TRUCK EQUIPMENT

Quote #	GS-01112024-O-1
Date:	1/11/2024
Phone #	864-710-1118
Fax#	

Oconee County

Personal Contact:

Jeremy Foster

PRICING:

(South Carolina State Contract for Service Bodies Number #4400027118)	
Furnish only Knapheide model 6132D54LP, 11' service body to S.C. State Specifications.	\$ 9,096.50
Options:	
Installation of body.	\$ 1,550.00
Knapheide Crane body in lieu of standard service body (model 6132DLR44J).	\$ 19,985.00
Knapheide 20" Work bench bumper with manual outriggers and vise mount with 6" vise.	\$ 5,590.00
Auto Crane EHC-6 electric/hydraulic 370 degree field service crane with wireless remote.	\$ 29,850.00
Add suspension springs to level truck under crane side.	\$ 1,250.00
Auto Crane boom support.	\$ 480.00
Kevlar spray in liner installed in cargo area, compartment tops and on rear bumper.	\$ 1,450.00
2 Rows of E-Track installed in cargo area 2" from top (2-ratchet straps included).	\$ 650.00
4-Corner LED strobe light system installed (B12-AW) 2-in truck grill and 2-on back of body.	\$ 685.00
Install factory back up camera in rear bumper.	\$ 120.00
High right front compartment for oxy/acetylene bottles with holder.	\$ 1,450.00
Service body cab guard installed at front of cargo area.	\$ 795.00
Stryker LED GoLight installed on cab guard with wireless remote and diffuser.	\$ 895.00
Vanair Air-N-Arc 300 gas powered multi-function unit installed on street side rear of body.	\$ 21,450.00
1/2"X 50' Air hose reel installed in street side rear compartment to exit rear. (FLR included).	\$ 1,290.00
American Eagle 7-drawer tool box installed in street side front compartment.	\$ 1,985.00

Note: Auto Crane EHC-6 is a 6000# Electric/Hydraulic crane with 20' of reach.

Crane, body and all accessories completely installed, painted and ready to go.

Price good for 30 days. Tax not Inc.

Insurance: Customers chassis covered with primary coverage insurance while in the care and the custody of L.T.E. Product Liability insurance carried.

Price: \$ 98,571.50

Chassis:

F-450	c/A	84"	Paint:	White
-------	-----	-----	--------	-------

Special Discount:

Other Data:

Net Price: \$ 98,571.50

Local Option Tax: \$ -

State Sales Tax:

Total Price:

Tax Exempt No:

--

 Terms:

--

 Delivery Date:

--

Lee Transport Equipment, Inc.

Accepted By:

--

 Date:

--

By:

Greg L Stowers



Division of
Procurement Services

[Home](#) > [Statewide Term Contracts](#) > Statewide Term Contract Search
Statewide Term Contracts

Vehicles

Classification	Contract Type	Manager	Phone#
Goods & Services	StateTerm	Michael S. Speakmon	803.737.9816

Vehicles

Start Date: 09/13/2022 | **End Date:** 09/12/2024
Solicitation#: [5400024254](#)

[List of Contractors and Manufacturer's](#)

Vendor: [Alan Jay](#)
Contract#: 4400029875
Vendor#: 7000281243
Address: 5530 US Hwy 27 S, Sebring, FL 33870
Contact: Matt Forte
Phone#: 863-402-4234
Email: matt.forte@alanjay.com

Vendor: [Dick Smith Ford](#)
Contract#: 4400029866
Vendor#: 7000088455
Address: 7201 Garner's Ferry Rd., Columbia, SC 29209
Contact: Mark Coward
Phone#: 803-422-0707
Email: markcoward@dicksmith.com

Vendor: [Excel Truck Group](#)
Contract#: 4400029872
Vendor#: 7000245133
Address: 2790 Shop Rd., Columbia, SC 29209
Contact: Bill Fuller
Phone#: 803-376-4455 Ext 1205
Email: bfuller@exceltg.com

Vendor: [Herlong Ford](#)

Contract#: 4400029868

Vendor#: 7000178414

Address: 775 Augusta Road, Edgefield, SC 39824

Contact: Kelly Sanders

Phone#: 803-480-1436 (Cell)

Email: kelly@herlong.net

Contact: Elizabeth Wiseman

Phone#: 803-637-3151

Email: elizabeth@herlong.net

Contact: Allan Hatcher

Phone#: 803-393-8796

Email: allan@herlong.net

Vendor: [Horace G Ilderton, LLC](#)

Contract#: 4400029867

Vendor#: 7000145179

Address: 701 S Main St., High Point, NC 27260

Contact: Odell McBride

Phone#: 336-822-8709

Email: omcbride@ilderton.com

Vendor: [Lynn Cooper](#)

Contract#: 4400029864

Vendor#: 7000025437

Address: 305 East Main St., Clinton, SC 29325

Contact: Chip Cooper

Phone#: 864-833-1741

Email: chipcooper@lynncooper.com

Vendor: [Performance CDJR](#)

Contract#: 4400029871

Vendor#: 7000241847

Address: 605 Warsaw Road, Clinton, NC 28328

Contact: Gary Shaffer

Phone#: 910-592-5337

Email: gshaffer@performancecdjr.com

Contact: Gene Daniel

Phone#: 910-592-5337

Email: gdaniel@ramclinton.com

Vendor: [Santee Automotive](#)**Contract#:** 4400029870**Vendor#:** 7000214142**Address:** 2601 Paxville Highway, Manning, SC 29102**Contact:** Scott Watford**Phone#:** 888-853-5338**Email:** scott@santeefleet.com**Vendor:** [Performance Ford](#)**Contract#:** 4400029873**Vendor#:** 7000253842**Address:** 213 Southeast Blvd, Clinton, NC 28328**Contact:** Amy Hill**Phone#:** 910-592-5337**Email:** ahill@ramclinton.com**Contact:** Gene Daniel**Phone#:** 910-592-5337**Email:** gdaniel@ramclinton.com**Vendor:** [Shealy's Truck Center](#)**Contract#:** 4400029876**Vendor#:** 7000028278**Address:** 1340 Bluff Rd., Columbia, SC 29201**Contact:** Steve Gardner**Phone#:** 803-201-9257**Email:** sgardner@shealytruck.com**Vendor:** [Stivers Ford](#)**Contract#:** 4400026869**Vendor#:** 700019147**Address:** 4000 Eastern Blvd., Montgomery, AL 36116**Contact:** Craig McAdams**Phone#:** 334-613-5000**Email:** craigmcadams@stiversonline.com**Vendor:** [US Fleet Source](#)**Contract#:** 4400029874**Vendor#:** 7000264582**Address:** 979 Village Oaks Dr., Covina, CA 91724**Contact:** Sales**Phone#:** 877-315-9397**Email:** sales@usfleetsource.com

Vendor: [Ford of Spartanburg](#)**Contract#:** 4400033713**Vendor#:** 7000346069**Address:** 501 E. Daniel Wergan Ave., Spartanburg, SC 29302

In December 2023, Vic Bailey Ford was purchased and renamed to Ford of Spartanburg. The contract for Vic Bailey was terminated and a new contract was awarded to Ford of Spartanburg.

Contact: David Vetter**Phone#:** 864-585-3600 Ext 267**Email:** dvetter@fordofspartanburg.com**Vendor:** [Benson Ford](#)**Contract#:** 4400031131**Vendor#:** 7000216941**Address:** 4701 Calhoun Memorial Hwy, Easley, SC 29640**Contact:** Thomas Thorpe**Phone#:** 864-523-5677**Email:** benson.fleet@gmail.com**Vendor:** [Benson Nissan](#)**Contract#:** 4400031132**Vendor#:** 7000246679**Address:** PO Box 3447, Spartanburg, SC 29304**Contact:** Jimmy Benson**Phone#:** 864-419-3627**Email:** jbenson@bensonautomotive.com**Contact:** Tim McGaha**Phone#:** 864-420-4404**Email:** tmcgaha@bensonspartanburg.com**Vendor:** [Love Chevrolet](#)**Contract#:** 4400031134**Vendor#:** 7000044959**Address:** PO Box 8387, Columbia, SC 29202**Contact:** Shawn Roberts**Phone#:** 803-518-1242**Email:** sroberts@loveauto.com**Vendor:** [Wade Ford \(Premier Automotive, Inc\)](#)**Contract#:** 4400031133**Vendor#:** 7000297501**Address:** 3860 South Cob Dr., Smyrna, GA 30080**Contact:** Roger Moore**Phone#:** 678-460-3881**Email:** rmoore@wade.com

Vendor: [Benson Automotive of Spartanburg \(Kia\)](#)
Contract#: 4400032973
Vendor#: 7000341724
Address: 1098 N. Pine Street, Spartanburg, SC, 29304
Contact: Jimmy Benson
Phone#: 864-419-3627
Email: jbenson@bensonautomotive
Contact: Alex Benson
Phone#: 864-419-9445
Email: abenson@bensonautomotive.com

Vendor: [Benson CDJR](#)
Contract#: 4400032824
Vendor#: 7000164300
Address: 415 West Wade Hampton Blvd., Greer, SC 29650
Contact: Christopher Bensch
Phone#: 864-655-6114
Email: chris@bensoncdj.com

Vendor: [Richard Kay Automotive](#)
Contract#: 4400032823
Vendor#: 7000154825
Address: 1935 Pearman Dairy Rd., Anderson, SC 29625
Contact: James Oliver
Phone#: 864-824-3907
Email: joliver@richardkayauto.com



Division of Procurement Services

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





Division of
Procurement Services

[Home](#) > [Statewide Term Contracts](#) > Statewide Term Contract Search
Statewide Term Contracts

Truck Bodies - Dump, Utility & Flatbed

Classification Contract Type	Manager	Phone#
Goods & Services StateTerm	Michael S. Speakmon	803.737.9816

Description:

IMPORTANT SC DOT SPECIFICATIONS:

Items bid by Lee Transport Equipment in Lots 1 (Dump Bodies), 2 (Platform Bodies), 3 (Utility Bodies) and 4 (Slope Front Dump Bodies) meet SC DOT specifications and are approved for contract. All truck bodies bid by Lee Transport Equipment have been approved previously and SC DOT will not require pilot models.

IMPORTANT DELIVERY INFORMATION:

If the Truck Body Contractor (Lee Transport) will be installing the body, delivery will be made within 30 days of Lee Transport's receipt of chassis. If the Truck Body Contractor (Lee Transport) will NOT be installing the body, delivery will be made within 45 days ARO (after receipt of order). Please remember that the cost of delivery is included within a 25 mile radius of SC DOT's Equipment Depot location on Shop Road. If delivery is to be outside that radius, a reasonable delivery charge is to be negotiated by the governmental entity and Lee Transport.

On August 22, 2023, the State executed a change order to extend the contract through October 31, 2024, or until a new contract is awarded, whichever comes first.

Truck Bodies - Dump, Utility & Flatbed

Start Date: 11/01/2021 | **End Date:** 10/31/2024

Solicitation#: [5400021785](#)

Vendor: [Lee Transport Equipment, Inc.](#)

Contract#: 4400027118

Vendor#: 7000050670

Email: bcecil@leetransport.net

Address: P.O. Box 26 Columbia, SC 29202

Phone#: (803) 799-7860

- Lot 1 - Dump Bodies
- Lot 2 - Platform Bodies
- Lot 3 - Utility Bodies
- Lot 4 - Slope Front Dump Bodies

Contact: Bill Cecil

Contact: Greg Stowers

Email: gstowers@leetransport.net



Division of Procurement Services

1201 Main St., Suite 600 | Columbia, SC 29201

MAIN: 803.737.0600 | **FAX:** 803.737.0639



PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL


**IN RE: PUBLIC HEARING: FEBRUARY 20, 2024: ORDINANCE 2024-05,
ORDINANCE 2024-06**

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 02/02/2024 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
02/02/2024



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

JESSICA L. WELLS
Notary Public
State of South Carolina
My Commission Expires November 13, 2030

to an alley 200 feet on the north side, and 66 feet on the south side, and being more fully described by plat of property recorded in the Plat Book "F", at Page 2, and being the identical lot conveyed to Josh Crooks and Ollie Crooks by W. T. Edwards by deed dated August 3, 1927 in Deed Book 3-Z, at Page 238. This being the identical property conveyed unto Collins Children's Home and Family Ministries by Deed of Distribution from the Estate of Eloise C. Brown recorded in Deed Book 2907, page 232, records of Oconee County, South Carolina. TMS No. 520-46-02-008 All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Oconee, being on a branch of Coneross Creek, Waters of Seneca River, in the Seneca Township, containing Forty-Nine and Two hundred seventy-one ten thousandths (49.0271) acres, more or less, as shown and more fully described on a plat by CL Ward, PLS, dated October 12, 2022 and recorded February 17, 2022 in Plat Book B867, page 7, in the office of the Register of Deeds, Oconee County, South Carolina. This being the identical property conveyed unto Collins Children's Home and

Petition for appointment of Lauren H. Koch, Esquire, as Guardian ad litem for known and unknown minors, and for all persons who may be under a disability. It is ORDERED that Lauren H. Koch, Post Office Box 1247, Seneca, SC 29679, 864-882-4600, be and is hereby appointed as Guardian ad litem on behalf of all known and unknown minors, and for all persons who may be under a disability, all of whom who may have or claim to have some interest to the real property known as Lot No. 5 Block "D" of the Edwards-Neff property (Tax Map No. 520-46-02-008) and Forty-Nine and Two hundred seventy-one ten thousandths (49.0271) acres, more or less, (Tax Map N. 262-00-04-013); that she is empowered and directed to appear on behalf of and represent said Defendants, unless said Defendants, or someone on their behalf, shall within thirty (30) days after service of a copy hereof as directed, procure the appointment of a guardian or guardians ad litem for said Defendant. ORDERED that Lauren H. Koch, Esquire, Post Office Box 1247, Seneca, SC 29679, 864-882-4600, be and is hereby appointed as attorney for any unknown Defendants who may be in the military service of The United States of America and may be, as such, entitled to the benefits of The Sailors and Soldiers Civil Relief Act of 1940, and any amendments thereto, to represent and protect the interests of said Defendants, AND IT IS FURTHER ORDERED, that a copy of this Order shall be forthwith served on the said De-

- 5. Staff Reports
- 6. Other Business
- 7. Adjourn

There will be a public hearing at 6 pm on Tuesday, February 20, 2024 in Oconee County Council Chambers located at 415 S. Pine St., Walhalla, SC for the following:

ORDINANCE 2024-05 AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF FIFTY-SIX THOUSAND AND 00/100 (\$56,000.00) DOLLARS OF FUNDING UNDER THE LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND OF THE AMERICAN RESCUE PLAN ACT OF 2021 ("ARPA") FOR THE SENECA LIBRARY ADA RAMP PROJECT AND OTHER MATTERS RELATED THERETO.

ORDINANCE 2024-06 AN ORDINANCE TO SUPPLEMENT ORDINANCE 2021-20, WHICH APPROPRIATED AND AUTHORIZED THE EXPENDITURE OF THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING RECEIVED BY OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 ("ARPA") FOR PURPOSES OF THE SENECA WATER AND WASTEWATER INFRASTRUCTURE PROJECT, BY AMENDING THE PROJECT'S SCOPE TO INCLUDE ADDITIONAL WATER SYSTEM IMPROVEMENTS; AND OTHER MATTERS RELATED THERETO.

Fair Oak Village

Taking applications for
1 & 2 bedroom apts.

Rent based on income.
Please call for an appointment.

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Meeting Schedule

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 01/04/2024 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
01/04/2024



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

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NOTICES

PUBLISHERS NOTICE
This newspaper will not knowingly accept any false or misleading advertising. We advise you to investigate on your own, and take any steps necessary to ascertain the validity of any advertising before exchanging money or entering into any contractual agreements. The Journal provides no guarantees and will not be held liable for any items or services advertised.

ANNOUNCEMENTS

DONATE YOUR CAR TO KIDS.
Your donation helps fund the search for missing children. Accepting Trucks, Motorcycles & RV's, too! Fast Free Pickup - Running or Not - 24 Hour Response - Maximum Tax Donation -
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Tuesday, January 9, 2024 is the last day to redeem winning tickets in the following South Carolina Education Lottery Instant Games: (1462) 50X

WANTED EMPLOYMENT

Advertise Your Driver Jobs in 99 S.C. newspapers for only \$375. Your 25-word classified ad will reach more than 2.1 million readers! Call Randall Savely at the S.C. Newspaper Network, 1-888-727-7377

PETS

Oconee Humane Society offers low-cost spay/neuter vouchers to ALL Oconee County residents. **Find out more at oconeehumane.org** or call 864-882-4719

REPORT YOUR LOST PET to Oconee County Animal Shelter 888-0221 or email info to: ocas@netmids.com
You may include a photo. We will contact you if we find your pet.

ADOPT A DOG!
Save a Life!
Loyal, loving dogs & puppies \$85 adoption fee includes spay/neuter, vaccines, microchip. Take a wonderful companion home today!
oconeehumane.org
Call 882-4719

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oconeehumane.org
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Real Estate Auction: Industrial Property on 2.57 AC with 3 Buildings. 26 Park Hill Drive Lugoff, SC. Online Bidding through Thurs. January 18th at 2PM www.TheLigonCompany.com, Call 803-366-3535. Randy Ligon, CAI, CES, BAS SCAL1716 SCRL17640 SC AFL4120

ESTATE AUCTION – Saturday, January 13, 9:30 A.M. 4715 Augusta Hwy., Brunson, SC. Selling Contents of Welding Shop and Home! Farm Tractors, Farm Implements, 2021 Tracker 0x400 UTV, Welding Equipment, Lots of Tools, Utility Trailers, Shop Equipment, Lawn Mowers, Dodge Van, Honda Motorcycle, River Boat, Nice Furniture, Antiques, Glassware, Sterling & Much More! Preview: Friday Jan. 12 10 A.M. - 6 P.M. Browse web: www.cogburnauction.com 803-860-0712

NOTICE OF PUBLIC SALE:
Pursuant to SC Self-Service Storage Facility Act and to satisfy Owner's lien Storage Sense located at 365 Keowee School Rd Seneca, SC 29672 864-885-0368 intends to sell the personal property described below. Everything sold is purchased AS-IS with money orders only. See and bid on all units 24/7 ending on December 29th, 2023, at 11:00 am@ www.Lockerfox.com Storage Sense reserves the right to refuse any bid or rescind any purchase until the winning bidder takes possession of the property. TERMS listed on auction website. Brandon Vanblarcam Unit 0011 misc items; Michael Talley Unit 0305, Misc items; Julia Ford Unit 0447, misc items; Chalanda Goodine unit 0087 misc items.

SERVICES

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HOUSES FOR SALE

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

LEGALS

Notice of Self Storage Sale
Please take notice Midgard Self Storage - Seneca Greenleaf located at 600 Shiloh Rd Seneca SC 29678 intends to hold a Auction of storage units in default of payment. The sale will occur as an Online Auction via www.storageauctions.com on 1/19/2024 at 1:00PM. This sale is pursuant to the assertion of lien for rental at the self-storage facility. Unless listed otherwise below, the contents consist of household goods and furnishings. Micah Justus unit #108; Tatem Tollison unit #314; Jasmine Hunter unit #A101; Hala Searcy unit #A205; Alexis Smith unit #F3; Amanda Rogers unit #F808; Davonna Alex-

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ander unit #O13; Yandel Vivanco unit #O16; Chris Martin unit #P29. This sale may be withdrawn at any time without notice. Certain terms and conditions apply.

The City of Walhalla's Board of Zoning Appeals will hold a public hearing on Monday, January 22, 2024 at 5:30 PM to hear the following items: A request for a Special Exception to allow the placement of a manufactured home at Austin Drive (TMS# 500-06-02-018), zoned General Residential (GR). A request for a variance to allow a manufactured home with a different roof pitch than the permitted roof pitch to be placed at Austin Drive (TMS# 500-06-02-018), zoned General Residential (GR). The meeting will be held in the City Council Chambers located at 206 N. Church Street, Walhalla. Please contact the Community Development Department at 864-638-4343 for more information.

NOTICE OF APPLICATION
Notice is hereby given that Yoshi intends to apply to the South Carolina Department of Revenue for a license/permit that will allow the sale and On Premises consumption of Beer & Wine at 1510 Blue Ridge Blvd., Ste. 108, Seneca, SC 29672. To object to the issuance of this permit/license, written protest must be postmarked no later than January 13, 2023.

For a protest to be valid, it must be in writing, and should include the following information:

- (1) The name, address and telephone number of the person filing the protest;
 - (2) The specific reasons why the application should be denied;
 - (3) That the person protesting is willing to attend a hearing (if one is requested by the applicant);
 - (4) That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and,
 - (5) The name of the applicant and the address of the premises to be licensed.
- Protests must be mailed to: S.C. Department of Revenue, ABL SECTION, P.O. Box 125, Columbia, SC 29214-090.

STATE OF SOUTH CAROLINA COUNTY OF OCONEE IN THE COURT OF COMMON PLEAS SUMMONS, LIS PENDENS AND NOTICES
C/A NO. 2023-CP-37-00262

Equity Trust Company FBO Robert W. Schumacher IRA, PLAINTIFF, vs. Any heirs-at-law or devisees of Mary Jo Moody deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons or entities entitled to claim through them; Any heirs-at-law or devisees of Molly Ann Chastain, deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons or entities entitled to claim through them; all unknown persons having or claiming any right, title, or interest in or to, or lien upon the real property described as 221 Thompson Avenue, Walhalla, SC 29691, their heirs and assigns; any persons who may be in the military service of the United States of America, being a class designated as John Doe, any unknown minors, incompetent or imprisoned person, or persons under a disability being a class designated as Richard Roe, was filed and recorded with the Clerk of Court for Oconee County on December 8, 2023. **SUMMONS: YOU ARE HEREBY SUMMONED** and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the Plaintiff's attorney at his office located at 336

Old Chapin Road, Lexington, S.C. 29072 or to otherwise appear and defend the action pursuant to applicable court rules within thirty (30) days after service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of such service; and if you fail to answer the Complaint or otherwise appear and defend within the time aforesaid, the Plaintiff in this action will apply to the Court for judgment by default against you for the relief demanded in the Complaint. **TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDE(S), AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY: YOU ARE FURTHER SUMMONED AND NOTIFIED** to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff's attorney. **LIS PENDENS: NOTICE IS HEREBY GIVEN** that an action has been commenced and is now pending in this Court upon Complaint of the above-named Plaintiff against the above-named Defendants to have the Court declare Plaintiff holds marketable, fee simple title to real property located in Oconee County, and any interest that may have been claimed by the above-named Defendants was extinguished by the tax sale conducted by the Delinquent Tax Collector of Oconee County. The real property which is the subject of this action is described as follows: All that certain piece, parcel, or lot of land lying and being situate in the State of South Carolina, County of Oconee, designated as Lots 8 and 9, as shown and more fully described on a plat thereof recorded in Plat Book J, Page 62, records of Oconee County, South Carolina.

Columbia, SC 29260, as Attorney for unknown party defendants who may be in the Military Service of the United States of America who may be entitled to benefits of the Servicemembers Civil Relief Act, 50 U.S.C. §501 et seq, being a class designated as John Doe, was filed and recorded with the Clerk of Court for Oconee County on December 8, 2023.

MP Morris Law Firm, P.A.
Michael P. Morris,
SC Bar #73560,
336 Old Chapin Rd.,
Lexington, S.C. 29072.
Phone: 803-851-1076
Fax: 803-851-1978.
Attorney for Plaintiff

Tax Map Number: 500-17-02-002
Property Address: 221 Thompson Avenue, Walhalla, SC 29691

NOTICE OF FILING:
NOTICE IS HEREBY GIVEN that the Lis Pendens, Summons and Complaint in this action were filed in the Office of the Clerk of Court for Common Pleas for Oconee County, South Carolina on April 6, 2023.

NOTICE OF ORDER APPOINTING GUARDIAN AD LITEM NISI:
YOU WILL PLEASE TAKE NOTICE that an Order appointing Kelley Yarborough Woody, Esq., P.O. Box 6432, Columbia, SC 29260, as Guardian ad Litem Nisi for unknown party defendants who may be minors, incompetent or imprisoned person, or persons under a disability being a class designated as Richard Roe, was filed and recorded with the Clerk of Court for Oconee County on December 8, 2023.

NOTICE OF ORDER APPOINTING ATTORNEY: YOU WILL PLEASE TAKE NOTICE that an Order appointing Kelley Yarborough Woody, Esq., P.O. Box 6432,

The Oconee County Council will meet in 2024 on the first and third Tuesday of each month with the following exceptions:
June, July, August, and November 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 at 6 p.m.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 23, 2024 to establish short- and long-term goals.

Oconee County Council will also meet on Tuesday, January 7, 2025 in Council Chambers at which point they will establish their 2025 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 22, 2024 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 2024 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 20, May 21, July 16, & September 17, 2024.

The Transportation Committee at 4:30 p.m. on the following dates: February 20, May 21, July 16, & September 17, 2024.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 19, June 18, August 20, & October 15, 2024.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 19, June 18, August 20, & October 15, 2024.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 23 [Strategic Planning Retreat] & March 22 [Budget Workshop] and 4:30 p.m. on the following dates: March 5, April 16, & May 7, 2024.

THE JOURNAL

You deliver. We deliver.
CARRIERS NEEDED

The Journal has excellent opportunities to **EARN EXTRA MONEY!**

Deliver newspapers to homes in Oconee County and the Clemson area. Reliable transportation is a must.

We are also looking for subs part-time to deliver newspapers on down routes.

For more information please call the Circulation Department at (864) 882-2375, apply in person at 210 W. North 1st Street in Seneca or email jwells@upstatetoday.com.

Oconee County Council

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

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

E-mail:
jennifercadams@oconeesc.com

John Elliott
District I

Matthew Durham
Chairman
District II

Don Mize
Vice Chairman
District III

Julian Davis, III
District IV

J. Glenn Hart
Chairman Pro Tem
District V



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The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 23 [Strategic Planning Retreat] & March 22 [Budget Workshop] and 4:30 p.m. on the following dates: March 5, April 16, & May 7, 2024.

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

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

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

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

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

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

- (1) **Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting,** or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when

the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.

- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.
- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
- (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
- (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
- (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
- (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
- (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
- (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
- (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.

(d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

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



Public Comment
SIGN IN SHEET
6:00 PM

February 20, 2024

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		
2		
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25		

None

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

February 20, 2024 ~ 6:00 p.m.

ORDINANCE 2024-05 AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF FIFTY-SIX THOUSAND AND 00/100 (\$56,000.00) DOLLARS OF FUNDING UNDER THE LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND OF THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”) FOR THE SENECA LIBRARY ADA RAMP PROJECT AND OTHER MATTERS RELATED THERETO.

ORDINANCE 2024-06 AN ORDINANCE TO SUPPLEMENT ORDINANCE 2021-20, WHICH APPROPRIATED AND AUTHORIZED THE EXPENDITURE OF THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING RECEIVED BY OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”) FOR PURPOSES OF THE SENECA WATER AND WASTEWATER INFRASTRUCTURE PROJECT, BY AMENDING THE PROJECT’S SCOPE TO INCLUDE ADDITIONAL WATER SYSTEM IMPROVEMENTS; 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 2024-05	ORD 2024-06
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			

None

From LinkedIn

Jamie Gilbert, SCCED
Jamie Gilbert, SCCED • 1st • 1st President and CEO
President and CEO

Looking at the property tax millage rates statewide in South Carolina as of December 2023, Oconee County continues to show why we are such an outstanding location for business. When you combine Total Property Tax Millage Rates (County and School) in the unincorporated areas and the lowest school millage rate in each of South Carolina's 46 counties, the numbers are impressive.

Oconee's property tax millage rate of 214.9 mills is the lowest in the ten county Upstate region and is 3rd lowest overall in South Carolina! The average millage rate in South Carolina is 334.04. Oconee County's millage rate is 36% lower than the state average. The average millage rate for Upstate SC is 290.48 mills. Oconee's millage rate is 26% lower than the Upstate average.

Just another reason Oconee County, SC is "Top Shelf for Business"!



FUR ^{THE} RECORD 2023

1,284

PETS ADOPTED

954 CATS 332 DOGS

354

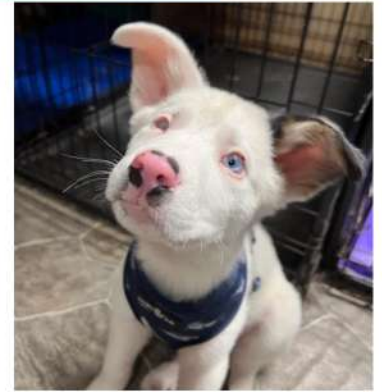
**TRANSPORTED
TO RESCUE
PARTNERS**

2,651

**SPAY/NEUTER
SURGERIES
PERFORMED**

2,092

FREE VACCINES

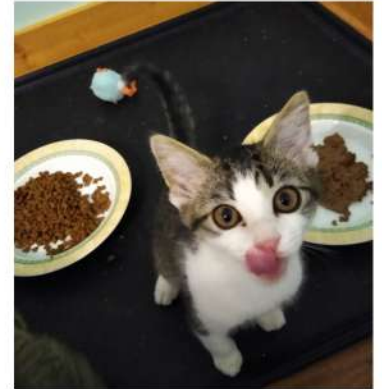


2,864

**LOW-COST
SPAY/NEUTER
VOUCHERS
PROVIDED**

66,302

**POUNDS OF PET
FOOD DISTRIBUTED
TO THOSE IN NEED**



**COMMUNITY
CARE**

956

**ABANDONED
KITTENS SAVED
FOSTERED,
ADOPTED**

779

**COMMUNITY
CATS
TRAPPED,
SPAYED,
NEUTERED,
RETURNED**



**MORE THAN 22,000
VOLUNTEER HOURS**

Joint Venture Program Funding

SNAC (low cost spay & neuter certificates)

Projected total cost for FY24-25:	\$ 114,000
Co-pays	\$ (14,000)
County contribution	\$ (100,000)

OHS Donors' burden	\$ -0-

Community Cats (trap, neuter, rabies vax, and release of feral cats)

Projected total cost for FY24-25:	\$ 78,000	1000 cats at ~\$78/cat
County contribution:	\$ (20,000)	

OHS Donors' burden:	\$ 58,000	

Foster Kittens (kittens of ferals are fostered and adopted)

Projected total cost for FY24-25:	\$105,500
County contribution (aprx):	\$ (17,830)

OHS Donors' burden:	\$ 87,670