

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

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

WHEREAS, Oconee County, South Carolina (“County”), acting by and through its County Council (“Council”) is authorized by the Code of Laws of South Carolina 1976, as amended (“Code”) and, particularly, Title 4, Chapter 1 of the Code, including Sections 4-1-170 and 4-1-175 hereof, and Section 4-29-68 of the Code (collectively, “Park Act”), and Article VIII, Section 13(D) of the South Carolina Constitution (i) to provide certain reimbursements (each, “Reimbursement”) to investors for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or a project or for improved and unimproved real estate and personal property, including, but not limited to, machinery and equipment, used in the operation of any manufacturing facility or commercial enterprise, all to enhance the economic development of the County; and (ii) to create, in conjunction with one or more other counties, a joint county industrial or business park (“Park”) to facilitate the reimbursement to such investors;

WHEREAS, the County has caused to be prepared and presented to the Council the form of an agreement (“MCIP Agreement”) for Development of a Joint County Industrial Park (Project Seneca Mills) by and between the County and Pickens County (“Park”), the substantially finally form of which is attached as Exhibit C, pursuant to which the Land, as described on the attached Exhibit A, and the Project (defined below) shall be located in a Park upon the approval of this Ordinance by the Council and the approval of a separate ordinance by the Pickens County Council;

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

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

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

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

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

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

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

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

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

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

Section 1. *Multi-County Park.* The County intends to use its commercially reasonable efforts to designate the Project and the Land as part of the Park or a separate multi-county industrial or business park, if not already so designated, and intends to use its commercially reasonable efforts to maintain the Project and the Land within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms, and for a duration, which facilitate the public infrastructure reimbursement set forth in the recitals of this Ordinance. Sharing of expenses and revenues of the County and each partner county shall be as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

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

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

Section 3. *Authorization for County Officials to Act.* The Chairman of the County Council, the Clerk to County Council, and the County Administrator, for and on behalf of the County, are each authorized and directed to do each thing that is reasonably necessary and prudent to effect the execution and delivery of the PIRA and the MCIP Agreement and the performance of all obligations of the County under and pursuant to this Ordinance and the PIRA and the MCIP Agreement.

Section 4. *General Repealer.* Each order, resolution, ordinance, or part of the same in conflict with this Ordinance, is, to the extent of that conflict, repealed.

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

[SIGNATURE PAGE AND FOUR EXHIBITS FOLLOW]
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Passed and approved: December 5, 2023

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

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

First Reading: October 17, 2023
Second Reading: November 21, 2023
Public Hearing: December 5, 2023
Third Reading: December 5, 2023

EXHIBIT A
PROPERTY DESCRIPTION
[SEE ___ PAGES, ATTACHED]

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

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

EXHIBIT D
SUBSTANTIALLY FINAL FORM OF
CITY OF SENECA CONSENT RESOLUTION

[SEE ___ PAGES, ATTACHED]

EXHIBIT A
PROPERTY DESCRIPTION

All that tract or parcel of land lying and being in Seneca Township, Oconee County, South Carolina and being more particularly described as follows:

COMMENCING AT A MAG NAIL SET IN THE CENTERLINE INTERSECTION OF EAST SOUTH SIXTH STREET AND HUNTER STREET; THENCE S. 61 DEGREES 11' 36" E., A DISTANCE OF 40.45 FEET TO A SET IRON ROD IN THE INTERSECTION OF THE SOUTHERN R/W LINE OF EAST SOUTH SIXTH STREET AND THE EASTERN R/W LINE OF HUNTER STREET, THE POINT OF BEGINNING, THENCE N. 63 DEGREES 18' 00" E., A DISTANCE OF 874.04 FEET TO A FOUND IRON ROD IN SAID R/W LINE OF EAST SOUTH SIXTH STREET; THENCE N. 25 DEGREES 34' 15" W., A DISTANCE OF 8.34 FEET TO A FOUND IRON ROD IN SAID R/W LINE; THENCE N. 65 DEGREES 20' 45" E., A DISTANCE OF 263.36 FEET TO A PK NAIL SET IN SAID R/W LINE OF EAST SOUTH SIXTH STREET; THENCE N. 63 DEGREES 35' 00" E., A DISTANCE OF 25.63 FEET TO A PK, NAIL SET IN SAID R/W/ LINE; THENCE N. 65 DEGREES 14' 00" E., A DISTANCE OF 386.56 FEET TO A PK NAIL SET IN THE INTERSECTION OF THE SOUTHERN R/W LINE OF EAST SOUTH SIXTH STREET AND THE WESTERN R/W LINE OF JAMERSON A VENUE; THENCE S. 16 DEGREES 24' 00" E., A DISTANCE OF 82.60 FEET TO A FOUND IRON ROD IN THE WESTERN R/W LINE OF JAMERSON A VENUE; THENCE S. 09 DEGREES 11' 14" E., A DISTANCE OF 237.02 FEET TO A FOUND IRON ROD IN SAID R/W LINE OF JAMERSON AVENUE; THENCE S. 15 DEGREES 05' 00" E., A DISTANCE OF 110.59 FEET TO A SET IRON ROD IN SAID R/W LINE; THENCE S. 24 DEGREES 09' 45" E., A DISTANCE OF . 87.89 FEET TO A FOUND IRON ROD IN SAID R/W LINE; THENCE S. 07 DEGREES 20' 41" E., A DISTANCE OF 64.22 FEET TO A FOUND IRON ROD IN SAID R/W LINE; THENCE S. 14 DEGREES 38' 47" W., A DISTANCE OF 56.40 FEET TO A FOUND IRON ROD IN THE EASTERN R/W LINE OF HOPE A VENUE; THENCE WITH THE EASTERN R/W LINE OF HOPE AVENUE THE FOLLOWING SIX (6) CHORD DISTANCES AND BEARINGS: S. 30 DEGREES 49' 05" W., A DISTANCE OF 79.79 FEET TO A FOUND IRON ROD; S.47 DEGREES 05' 00" W., A DISTANCE OF 112.14 FEET TO A FOUND IRON ROD; S. 61 DEGREES 24' 00" W., A DISTANCE OF 95.18 FEET TO A SET IRON ROD; S. 52 DEGREES 06' 00" W., A DISTANCE OF 90.14 FEET TO A SET IRON ROD; S. 32 DEGREES 17' 00" W., A DISTANCE OF 117.31 FEET TO A SET IRON ROD; S. 07 DEGREES 41' 00" W., A DISTANCE OF 147.47 FEET TO A SET IRON ROD; THENCE S. 09 DEGREES 22' 54" E., A DISTANCE OF 157.94 FEET TO A FOUND IRON ROD IN THE INTERSECTION OF THE WESTERN R/W LINE OF HOPE AVENUE AND THE NORTHERN R/W LINE OF HOYT STREET; THENCE S. 77 DEGREES 33' 06" W., A DISTANCE OF 220.10 FEET TO A FOUND IRON ROD IN SAID R/W LINE OF HOYT STREET; THENCE S. 79 DEGREES 20' 43: W., A DISTANCE OF 414.43 FEET TO A FOUND IRON ROD IN THE NORTHERN R/W LINE OF SOUTH HOLLAND STREET; THENCE N. 79 DEGREES 01' 10" W., A DISTANCE OF 169.80 FEET TO A FOUND IRON ROD IN THE INTERSECTION OF THE NORTHERN R/W LINE OF SOUTH HOLLAND STREET AND THE EASTERN R/W LINE OF HUNTER STREET; THENCE N. 28 DEGREES 41' 04" W., A DISTANCE OF 325.61 FEET TO A FOUND

IRON ROD IN SAID EASTER[N] R/W LINE OF HUNTER STREET; THENCE N. 30 DEGREES 45' 19" W., A DISTANCE OF 451.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,209,651 SQUARE FEET OR 27.769 ACRES, MORE OR LESS.

FOR INFORMATION ONLY:

Derivation: This being the same property conveyed to Studio Investment Group, LLC, a South Carolina limited liability company, by deed from Beverly H. Whitfield, Clerk of Court for Oconee County, dated 03/10/2020 and recorded in the Oconee County Recording Office on 03/13/2020 in Book 2552, Page 266.

TMS No. 240-00-01-001

EXHIBIT B

to

ORDINANCE

2023-20

PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

SENECA COTTON MILL OWNER, LLC

Dated as of December 31, 2023

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[TO BE UPDATED]

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PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

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

WITNESSETH:

Recitals.

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

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

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

The Company intends to redevelop the historic Utica Mill (Lonsdale Mill, Seneca Mill, Utica and Mohawk Cotton Mill) into approximately 434 apartments (with all Equipment, Improvements, and Real Property (each as defined below), together with the acquisition, construction, installation, design, and engineering thereof, in phases, which are used by the Company, collectively, “Project”) on property in, or anticipated to be annexed in, the City of Seneca (“City”) and generally described as 1300 E. South 6th Street, Seneca, South Carolina, with TMS# 240-00-01-001 (collectively, “Property”).

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

Authorized Company Representative:

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

Chair:

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

Code:

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

Environmental Claims:

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

Environmental Laws:

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

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

Equipment:

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

Event of Default:

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

Fee Term or Term:

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

Improvements:

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

Investment Period:

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

Net Fee Payments:

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

Oconee-Pickens Park:

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

Park Revenues:

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

Public Infrastructure Reimbursements:

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

Real Property:

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

Termination Date:

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

Qualifying Infrastructure Improvements:

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

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

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

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

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Fee In Lieu Of Tax Payments.

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

Section 4.2 Public Infrastructure Reimbursements.

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

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

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

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

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

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

Section 4.3 Damage or Destruction of Project.

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

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

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

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

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

Section 4.4 Condemnation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

MISCELLANEOUS

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

AS TO THE COUNTY:

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

WITH A COPY TO:

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

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

AS TO THE COMPANY:

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

WITH A COPY TO:

[]

[]

[]

Attention: []

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

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

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

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

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

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

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

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

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

OCONEE COUNTY, SOUTH CAROLINA

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

Attest:

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

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

By: _____
Name:
Its:

ACKNOWLEDGED AND AGREED:
CITY OF SENECA, SOUTH CAROLINA

By: _____
Daniel W. Alexander, Mayor

Attest:

Kathy Wilkes, Municipal Clerk

EXHIBIT A
TO
PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

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

[SEE ___ PAGES, ATTACHED]

EXHIBIT B
TO
PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

PUBLIC INFRASTRUCTURE REIMBURSEMENT SCHEDULE

Parcel 1

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

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

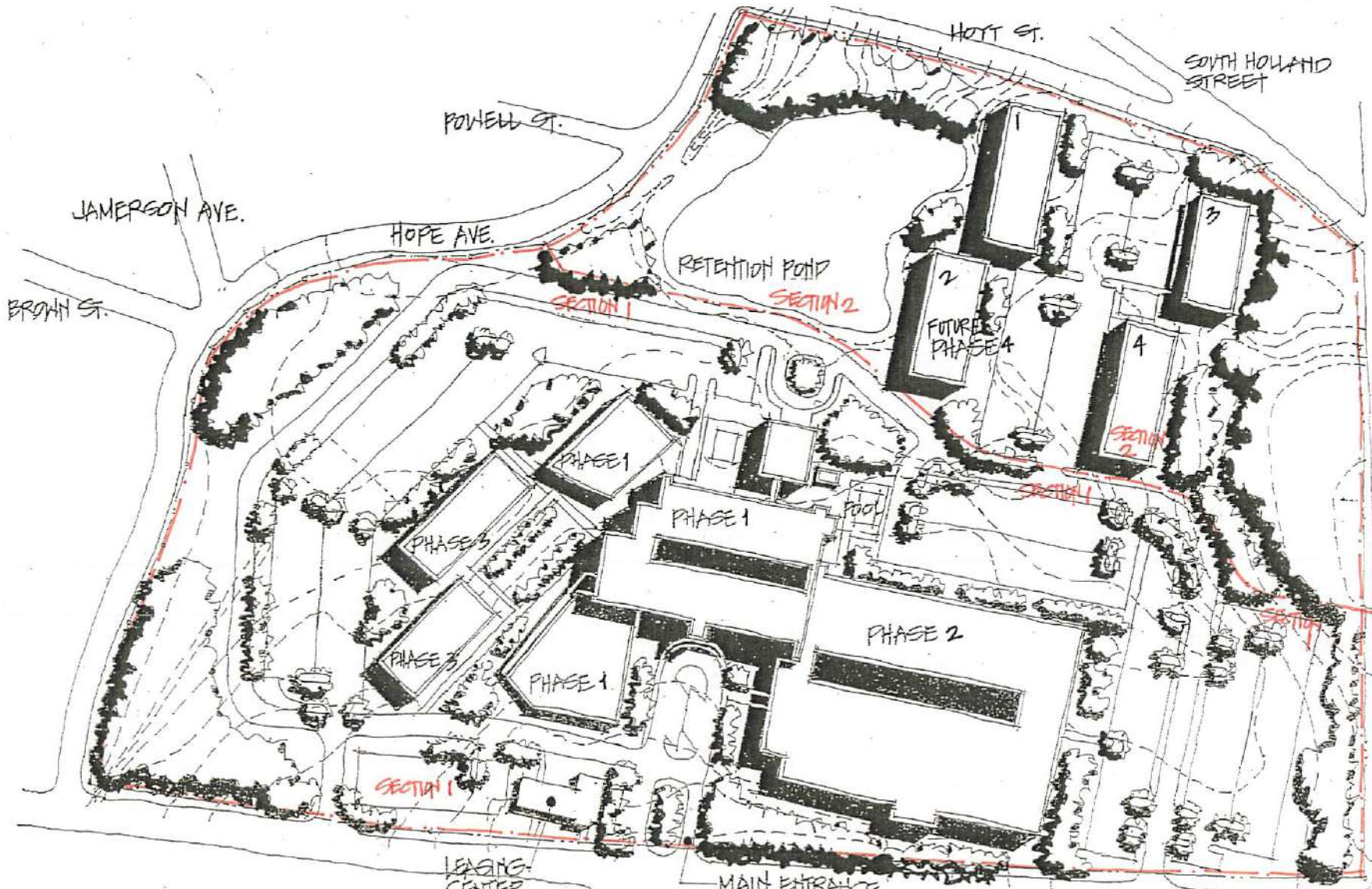
Parcel 2

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

EXHIBIT C
TO
PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

SITE PLAN

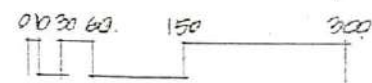
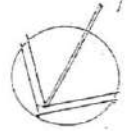
[SEE ATTACHED]



MASTER SITE PLAN

JP STEVENS MILL LOFTS
 BETSCHASSOCIATES, INC. 8-14-23

NORTH



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

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

RECITALS

WHEREAS, Oconee County and Pickens County are contiguous counties which, pursuant to Ordinance No. 2023-20, enacted by Oconee County Council on December 5, 2023, and Ordinance No. [], enacted by Pickens County Council on [] [], 202[], have each determined that, to promote economic development and thus encourage investment and provide additional employment opportunities within both counties, there should be developed, initially, in Oconee County only, a joint county industrial and business park (“Park”), to be located upon property more particularly described in Exhibit A, by and with the City’s consent as evinced by the City’s Resolution No. [], adopted [] [], 202[]; and

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

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

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

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

3. Location of the Park.

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

of the Park may be enlarged or diminished from time to time as authorized by ordinances of the county councils of both Oconee County and Pickens County. To the extent the property to be included in the Park is located in the City's boundaries, then the City has given its consent to the inclusion of the property in the Park. The county in which a project's property is located is the "Host County." As of the original execution and delivery of this Agreement, the parties contemplate that only Oconee County will serve as a Host County under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Revenue Allocation within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed to Oconee County and to Pickens County, according to the proportions established by Section 6 of this Agreement. Revenues received by Pickens County by way of fees in lieu of taxes from property in Oconee County in the Park shall be retained by Pickens County. Revenues allocable to Oconee County by way of fees in lieu of *ad valorem* taxes generated from properties located in Oconee County shall be distributed within Oconee County as follows:

- (i) For any property tax year in which any property is located in the City, 51.5% to Oconee County, 25.7% to the Oconee County School District, and 22.8% to the City; and
- (ii) For any property tax year in which any property is not located in the City, in accordance with the applicable governing ordinance of Oconee County in effect at any time, from time to time.

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

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

located within the Pickens County portion of the Park and the terms of such agreements shall be at the sole discretion of Pickens County.

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

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

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

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

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

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

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

16. Term; Termination. This Agreement shall extend for a term of 3 years from the effective date of this Agreement, or such later date as shall be specified in any amendment. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Oconee County or Pickens County has outstanding contractual covenants, commitments, or agreements to any owner or lessee of Park property, including, but not limited to, Seneca Cotton Mill Owner, LLC, a South Carolina limited liability company, to provide, or to facilitate the provision of, public infrastructure reimbursements, including, but not limited to, those set

forth in that certain Public Infrastructure Reimbursement Agreement, by and between Oconee County, South Carolina and Seneca Cotton Mill Owner, LLC, a South Carolina limited liability company, dated as of December 31, 2023, as may be amended, modified, or supplemented from time to time, or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the Host County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

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

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

OCONEE COUNTY, SOUTH CAROLINA

Chairman, County Council
Oconee County, South Carolina

(SEAL)
ATTEST:

Clerk to County Council
Oconee County, South Carolina

PICKENS COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

ACKNOWLEDGED AND CONSENTED:
CITY OF SENECA, SOUTH CAROLINA

By: _____
Daniel W. Alexander, Mayor

Attest:

Kathy Wilkes, Municipal Clerk

EXHIBIT A
OCONEE COUNTY PROPERTY

□□

□□

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT B
PICKENS COUNTY PROPERTY

NONE

[REMAINDER OF PAGE INTENTIONALLY BLANK]

RESOLUTION NUMBER 2023-[]

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

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

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

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

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

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

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

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

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

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

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

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

Adopted: [] [], 2023.

CITY OF SENECA, SOUTH CAROLINA

Mayor

[CITY SEAL]

ATTEST:

City Clerk

APPROVED AS TO FORM:

Seneca City Attorney

EXHIBIT A
PROPERTY DESCRIPTION

□
□

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

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

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

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

ITEM TITLE [Brief Statement]:

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

BACKGROUND DESCRIPTION:

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

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

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

Years 1-10: \$20,000

Years 11-15: \$40,000

Years 16-20: \$80,000

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

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

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

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

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

FINANCIAL IMPACT [Brief Statement]:

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

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

Approved by: _____ **Finance**

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

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

Submitted or Prepared By:

Approved for Submittal to Council:

Jamie Gilbert, Economic Development Director

Amanda F. Brock, County Administrator

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

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

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURES ON FOLLOWING PAGE

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

WITNESS:

LESSOR:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Its: County Administrator

LESSEE:

By: _____
James Kent Crooks

DRAFT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2023-24**

AN ORDINANCE TO REZONE PARCEL 177-00-02-184 FROM THE CONTROL FREE DISTRICT TO THE LAKE RESIDENTIAL DISTRICT, PURSUANT TO OCONEE COUNTY CODE OF ORDINANCES CHAPTER 38, ARTICLE 8.

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the “Act”), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, to adopt zoning regulations and districts;

WHEREAS, Oconee County Council has enacted zoning regulations and established districts, now codified in Chapter 38 of the Oconee Code of Ordinances (“O.C. Code”);

WHEREAS, consistent with Section 38-8.1 of the O.C. Code, a petition to rezone a single parcel (identified by tax map number 177-00-02-184) was presented to the Oconee County Planning Commission for review and recommendation. (See petition attached hereto as Exhibit A.);

WHEREAS, the Oconee County Planning Commission reviewed the petition and recommended that the Oconee County Council approve the request. (See Planning Commission recommendation attached hereto as Exhibit B.);

WHEREAS, the Oconee County Council has considered the recommendation of the Oconee County Planning Commission, held a duly noticed and advertised public hearing, and approves the recommendation to rezone the parcel currently identified by tax map number 177-00-02-184 from the Control Free District to the Lake Residential District.

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

1. The parcel currently identified by tax map number 177-00-02-184, previously zoned in the Control Free District and duly identified on the Official Zoning Map to be in the Control Free District, is hereby rezoned to the Lake Residential District, and shown as such on the Official Zoning Map in the manner depicted on Exhibit C to this Ordinance. The parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the Lake Residential District in Chapter 38 of the O.C. Code.
2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2021.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chair
Oconee County Council

ATTEST:

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

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

EXHIBIT A

Attached

EXHIBIT B

Attached

EXHIBIT C

Attached



OCONEE COUNTY COMMUNITY DEVELOPMENT

Addressing | Codes | Permitting | Planning & Zoning

A PETITION TO REQUEST THAT OCONEE COUNTY CONSIDER ENACTING ZONING STANDARDS PURSUANT TO SECTION 38.8.6 (SUBSEQUENT REZONING) OF THE OCONEE COUNTY CODE OF ORDINANCES

I hereby certify that I own a parcel 177 - 00 - 02 - 184, currently zoned in the UNZONED District, and I support the consideration of amending the zoning map to reflect the following:

LAKE RESIDENTIAL District

I acknowledge that the Oconee County Council, Oconee County Planning Commission, and Oconee County staff must take into consideration all public input and reasonable suggestions regarding the adoption of zoning standards, and that other input received may differ from the description stated above.

I acknowledge that the final zoning standards will be based on prudent application of applicable land use standards, and that all zoning is within the final and exclusive decision making of Oconee County Council, so that no predetermined result of the zoning process can be guaranteed, including even whether such zoning does or does not occur.

Table with 3 columns: TMS NUMBER, PROPERTY OWNER, SIGNATURE. Row 1: 177-00-02-184, Distinguished Design by Hazel, [Signature]



OCONEE COUNTY
PLANNING COMMISSION

415 S. Pine St. Room 212 | Walhalla, SC 29691
864.638.4218
OconeeSC.com

Date: November 14, 2023

To: Oconee County Council Chairman Matthew Durham

From: James Coley via Planning Commission

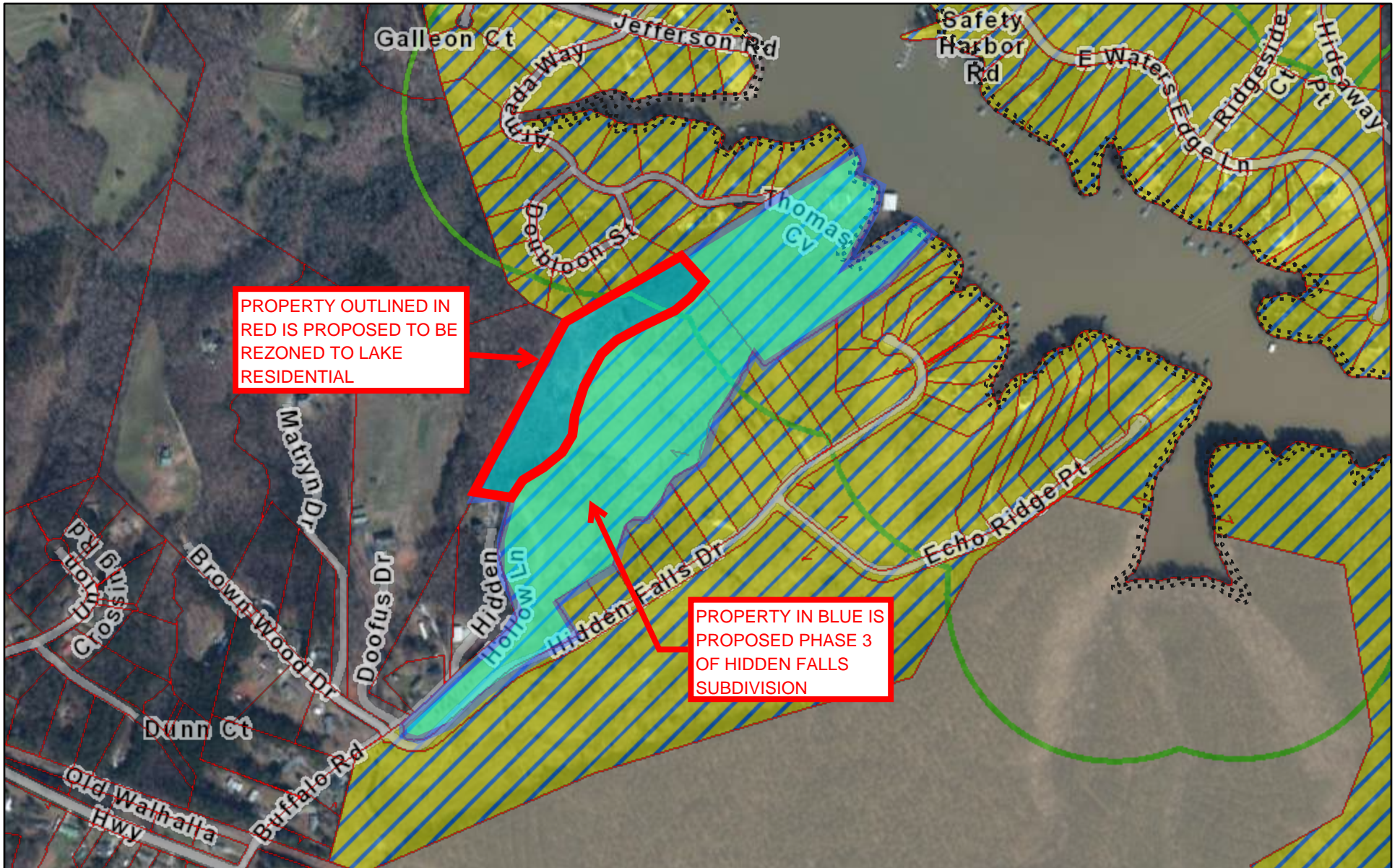
Re: Recommendation to Rezone Parcel 177-00-02-184

- The Planning Commission recommends rezoning of parcel 177-00-02-184 from Control Free District to Lake Residential District by a vote of 7-0.

Background:

- The Planning Commission held a reviewed the rezoning request at their October 16, 2023 meeting.
- The applicant plans to develop phase 3 of the Hidden Falls subdivision. Phases 1 and 2 are zoned Lake Residential. The applicant would like consistency in the zoning throughout the subdivision.

Hidden Falls

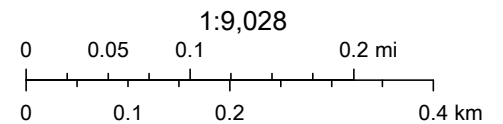


PROPERTY OUTLINED IN RED IS PROPOSED TO BE REZONED TO LAKE RESIDENTIAL

PROPERTY IN BLUE IS PROPOSED PHASE 3 OF HIDDEN FALLS SUBDIVISION

9/12/2023, 4:21:14 PM

- Vegetative Buffer 25ft
 Parcels
 Split Zoning
 (CCD) Community Commercial
- Scenic Byway
 Roads
 (AD) Agricultural
 (CD) Conservation
- Land Hooks
 (ARD) Agricultural Residential
 (CFD) Control Free



Imagery collected in 2020 by Kucera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by ESRI.,

ArcGIS Web AppBuilder

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

A RESOLUTION AUTHORIZING THE ACCEPTANCE BY OCONEE COUNTY OF CERTAIN EASEMENT AND/OR OTHER PROPERTY INTERESTS RELATED TO PROPERTY LOCATED IN OCONEE COUNTY AND POSITIONED AT OR ADJACENT TO S.C. HIGHWAY 11 AND U.S. INTERSTATE 85; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, as amended, to acquire interests in real property by purchase or gift;

WHEREAS, Charles Kormelink, et al. (collectively “Seller”) owns interests, including easement interests, in certain property located adjacent to S.C. Highway 11 and in close proximity to U.S. Interstate 85, as reflected on Exhibit A attached hereto (the “Easement Premises”), which easement interests Seller desires to transfer to the County under certain terms and conditions;

WHEREAS, as consideration for the transfer, Seller asks that the County make commercially reasonable efforts in cooperating with the Oconee Joint Regional Sewer Authority (“OJRSA”) in order to foster future sewer line connections for Seller if and when such becomes viable in the subject area. Seller understands that County does not operate the subject sewer service, as it is controlled by the OJRSA, and thus the County can make no guarantee of future sewer service connections; and

WHEREAS, subject to its necessary due diligence efforts and the findings thereof, County desires to accept the easement interests in the Easement Premises, as such will subserve the general welfare of, and provide future opportunities for, the County’s citizenry.

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

1. Oconee County hereby accepts the easement interests in the Easement Premises, subject to its due diligence work and findings.
2. Provided there are no encumbrances, environmental or other issues negatively impacting the Easement Premises, the County Administrator is hereby authorized and directed to take all actions necessary to accept the easement interests in the Easement Premises for Oconee County and to undertake and complete all other actions necessary to carry out the intent of this Resolution.

3. Should any portion of this Resolution be deemed unconstitutional or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.

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

5. This Resolution shall take effect and be in full force after enactment by the Oconee County Council.

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

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chair
Oconee County Council

SEAL:

ATTEST:

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

EXHIBIT A

[*See attached.*]

GENIECH JOURNAL... UUNEE COUNTY... SOUTH CAROLINA
 DATE: September 13, 1993
 TAX MAP 339-00-01-004

EXHIBIT A

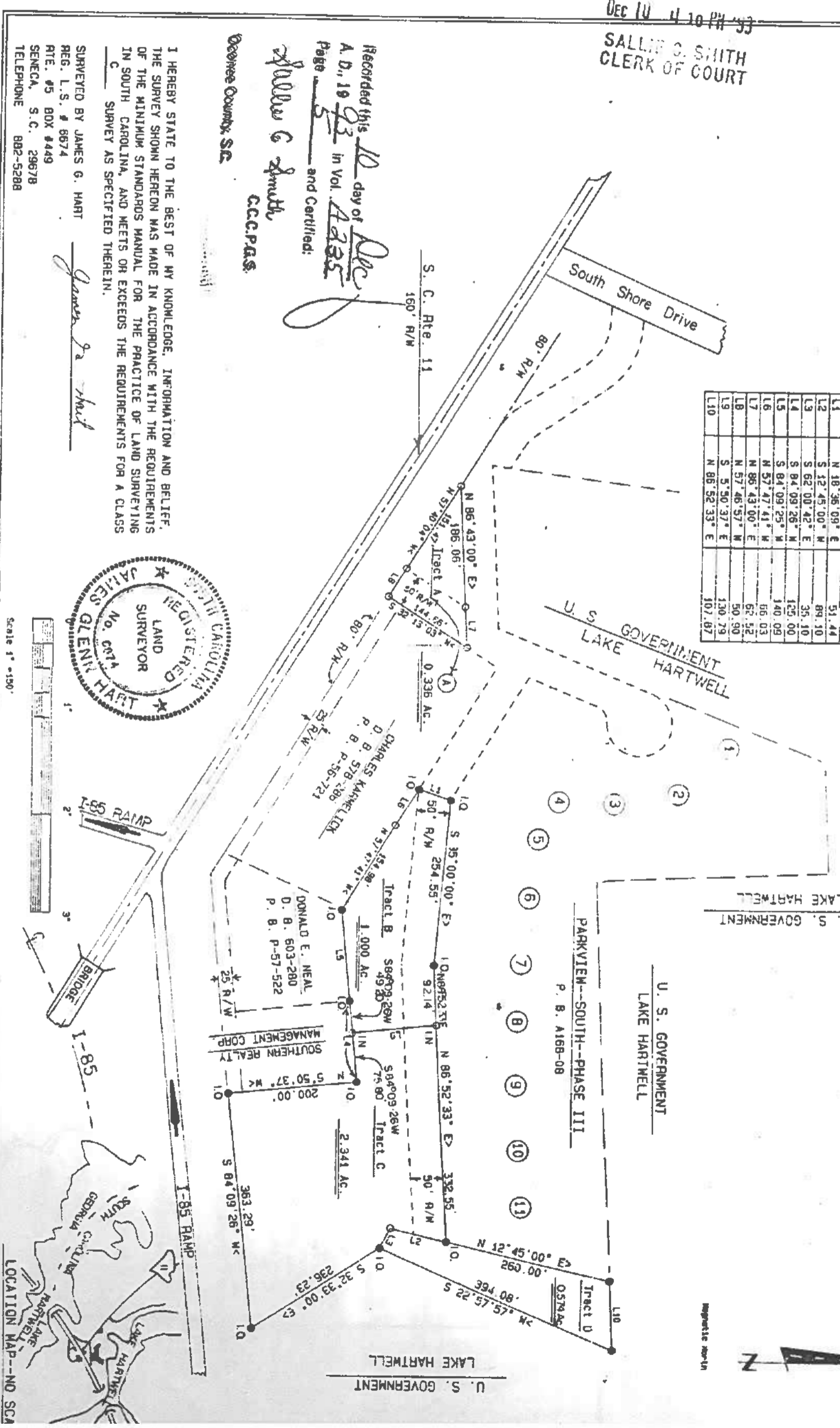
Shore Bridge Corporation

FILED FOR RECORD
 OCONEE COUNTY
 S.C.

Dec 10 4 10 PM '93

SALLIE G. SMITH
 CLERK OF COURT

LINE	BEARING	DISTANCE
L1	N 18° 36' 09" E	51.44
L2	S 12° 45' 00" N	89.10
L3	S 62° 00' 42" E	35.10
L4	S 84° 09' 26" N	125.00
L5	S 84° 09' 25" N	140.09
L6	N 57° 47' 41" N	66.03
L7	N 86° 43' 00" E	62.52
L8	N 57° 46' 57" N	50.90
L9	S 5° 50' 37" E	130.79
L10	N 86° 52' 33" E	107.67



Recorded this 10 day of Dec
 A.D., 1993 in Vol. A235
 Page 5 and Certified:
Sallie G. Smith
 C.C.C.P.A.S.
 Oconee County, SC

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS C SURVEY AS SPECIFIED THEREIN.

SURVEYED BY JAMES G. HART
 REG. L.S. # 8674
 RTE. #5 BOX #449
 SENECA, S.C. 29678
 TELEPHONE 882-5288

James G. Hart



Scale 1" = 150'

FILED FOR RECORD
 OCONEE COUNTY
 S.C.

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 5, 2023

ITEM TITLE:

Procurement #: ITB 23-08 Title: Concrete Repair and Additions Department(s): Solid Waste Amount: \$ 187,327.00
10% Contingency: \$ 18,732.70
Total: \$206,059.70

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2023-2024 budget process. Finance Approval: _____
Budget: \$ 206,059.70 Project Cost: \$206,059.70 (Based on Estimated Quantities) **Balance: \$0.00**

BACKGROUND DESCRIPTION:

The Oconee County Solid Waste Recycle Centers have existing concrete pads that are showing wear due to years of roll-off containers being loaded and unloaded from large trucks. The majority of these pads are 20+ years old and are in need of repair. Additionally, the new concrete pads will be used for a future storage shed, a future large metal garage building, and additional compactors/containers needed at the recycle centers.

Bid totals were calculated using estimated quantities of concrete that may be required. Actual quantities ordered will vary depending upon the actual amount of concrete used.

On November 16, 2023, formal sealed bids were opened for concrete repair and additions. Eight companies were originally notified of this bid opportunity. Three companies submitted bids, with Lewis McMahan, of West Union, SC submitting the lowest, responsive bid of \$187,327.00.

SPECIAL CONSIDERATIONS OR CONCERNS:

ATTACHMENT(S):

1. Bid Tab

STAFF RECOMMENDATION:

It is the staff's recommendation that Council

1. Approve the Award of ITB 23-08 to Lewis McMahan, of West Union, SC, for the estimated amount of \$187,327.00, and a 10% contingency, in the amount of \$18,732.70; for a total award of \$206,059.70.

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

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

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

BIDDER		Foothills Contracting Service, LLC.		Lewis McMahan		Rockwell South, LLC.	
LOCATION		Central, SC		West Union, SC		Greer, SC	
LABOR							
QTY (each)	PAD TYPE/SIZE	LABOR PRICE PER PAD	EXT. LABOR PRICE (qty x price/pad)	LABOR PRICE PER PAD	EXT. LABOR PRICE (qty x price/pad)	LABOR PRICE PER PAD	EXT. LABOR PRICE (qty x price/pad)
13	9'x12'x6" Extension Pad	\$3,000.00	\$39,000.00	\$1,600.00	\$20,800.00	\$1,709.38	\$22,221.94
19	30'x14'x6" Pad Repair	\$8,000.00	\$152,000.00	\$4,200.00	\$79,800.00	\$6,584.21	\$125,099.99
1	70'x41'x6" New Pad	\$18,500.00	\$18,500.00	\$12,400.00	\$12,400.00	\$45,424.00	\$45,424.00
1	30'x50'x6" New Pad	\$9,750.00	\$9,750.00	\$6,700.00	\$6,700.00	\$23,741.00	\$23,741.00
2	25'x20'x6" New Pad	\$9,000.00	\$18,000.00	\$3,500.00	\$7,000.00	\$7,913.50	\$15,827.00
LABOR TOTAL			\$237,250.00		\$126,700.00		\$232,313.93
MATERIALS							
CONCRETE PURCHASE PRICE ON 11/2/2023 (PER CU.YD)				\$210.00		\$196.00	
QTY (each)	PAD SIZE	CUBIC YARDS PER PAD	TOTAL CUBIC YARDS	EXT. MATERIAL PRICE (total cu.yd. x purchase price)	EXT. MATERIAL PRICE (total cu.yd. x purchase price)	EXT. MATERIAL PRICE (total cu.yd. x purchase price)	EXT. MATERIAL PRICE (total cu.yd. x purchase price)
13	9'x12'x6"	2	26	\$4,784.00	\$5,460.00		\$5,096.00
19	30'x14'x6"	7.78	147.82	\$27,198.88	\$31,080.00		\$28,972.72
1	70'x41'x6"	53.15	53.15	\$8,982.00	\$11,340.00		\$10,471.40
1	30'x50'x6"	27.78	27.78	\$4,694.82	\$5,880.00		\$5,444.88
2	25'x20'x6"	9.26	18.52	\$3,407.68	\$3,990.00		\$3,629.92
MATERIAL TOTAL				\$49,067.38	\$57,750.00		\$53,614.92 *
QTY (cu.yd)		273.27					
% Markup on Concrete Purchase (price/cu.yd.)				20%	5%		10%
Mark Up Amt per cu.yd.				\$0.00	\$10.50		\$19.60
TOTAL MARKUP (qty. x % markup amt/cu.yd.)				\$9,813.47	\$2,877.00		\$5,356.09
MATERIAL TOTAL				\$58,880.85	\$60,627.00		\$58,971.01
LABOR TOTAL				\$237,250.00	\$126,700.00		\$232,313.93
SALES TAX (6%) - MATERIALS ONLY				\$3,532.85	included		\$3,216.90
GRAND TOTAL				\$299,663.70	\$187,327.00		\$294,501.84 *

*denotes math error

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 5, 2023

ITEM TITLE:

Title: One (1) 2023 Dodge Ram 2500

Department: Emergency Services

Amount: \$52,515.00

FINANCIAL IMPACT:

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

Budget: **\$52,515.00**

Project Cost: **\$52,515.00**

Balance: **\$0.00**

Finance Approval: _____

(Funding from Fire/Emergency Services Capital Vehicle, Equipment and Small Capital Fund (335))

BACKGROUND DESCRIPTION:

The Fiscal year 2023-2024 Fire/Emergency Services Capital Vehicle, Equipment and Small Capital budget includes one (1) Dodge Ram 2500 for Fire / Emergency Services. This truck is on the lot and there will be no wait time in delivery.

The new vehicle will replace a 2008 Ford Crown Vic with 218,100 miles. The vehicle being replaced will be sold as surplus or replace older vehicles used in other County departments. The Fleet Maintenance Director approves this purchase.

Santee Automotive of Manning, SC was awarded SC State Contract # 4400029870 for Dodge vehicles.

SPECIAL CONSIDERATION(S):

Santee Automotive of Manning, SC is a SC State Contract holder for Dodge vehicles.

ATTACHMENT(S):

1. Santee Automotive quotes
2. SC State Contract information
3. Pricing Spreadsheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of one (1) 2023 Dodge Ram from Santee Automotive of Manning, SC, in the amount of \$52,515.00.

Submitted or Prepared By: _____ Approved for Submittal to Council: _____

Tronda C Popham, Procurement Director

Amanda F. Brock, County Administrator

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

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



QUOTE

2023 Ram 2500 Crew Cab Tradesman 4x4

Santee Automotive LLC
 2601 Paxville Highway
 Manning, South Carolina 29102
 United States

Phone: 1-888-853-5338
 Fax: 1-888-853-5338
 info@santeefleet.com

Units	Quantity	Price	Amount
Vehicle Delivery 415 S Pine Street Walhalla, South Carolina 29691	1	\$300.00	\$300.00
Subtotal:			\$52,515.00
Total:			\$52,515.00
Estimate Total (USD):			\$52,515.00

Notes / Terms

State Contract # 4400029870



QUOTE

2023 Ram 2500 Crew Cab Tradesman 4x4

Santee Automotive LLC
 2601 Paxville Highway
 Manning, South Carolina 29102
 United States

Phone: 1-888-853-5338
 Fax: 1-888-853-5338
 info@santeefleet.com

BILL TO
Oconee County
 Dwayne Peay
 415 S Pine Street
 Walhalla, South Carolina 29691
 United States

 (864)710-6501
 dpeay@oconeesc.com

SHIP TO
Oconee County Vehicle Maintenance
 15026 Wells Highway
 Seneca, South Carolina 29678
 United States

 (864)710-8216

Estimate Number: 256
Customer Ref: state contract # 4400029870
Estimate Date: November 3, 2023
Valid Until: January 2, 2024
Estimate Total (USD): \$52,515.00

Units	Quantity	Price	Amount
Ram 2500 Tradesman Crew Cab 4x4 State Contract: 4400029870 2023 Ram Crew Cab Tradesman 4x4 Model Code DJ7L91 6.4L V8 Heavy Duty HEMI MDS Engine 8-Speed Automatic Transmission Anti-Spin Differential Rear Axle HD Vinyl 40/20/40 Split Bench Seat Power Windows, Door Locks, and Mirrors Remote Keyless Entry Class IV Towing Package Trailer Brake Controller Black Tubular Side Steps Park View Rear Back Up Camera Privacy Glass 4 Key Fobs LT275/70R18E OWI On/Off Road Tires 18X8.0 Steel Chrome Clad Wheels UConnect 5 with 8.4" Display	1	\$51,715.00	\$51,715.00
Vehicle Sales Tax South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	1	\$500.00	\$500.00
Exterior Color Bright White	1	\$0.00	\$0.00
VIN # 3C6UR5CJ7PG634220	1	\$0.00	\$0.00

**Vehicles****Start Date:** 09/13/2022 | **End Date:** 09/12/2024**Solicitation#:** 5400024254**Attachments:**

- [List of Contractors, Manufacturer's and Maximum Cost Plus Percent](#)

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: [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: [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: [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: [Vic Bailey Ford](#)

Contract#: 4400029865
Vendor#: 7000079092
Address: 501 E. Daniel Wergan Ave., Spartanburg, SC 29302

Contact: David Vetter
Phone#: 864-585-3600 Ext 267
Email: dvetter@vicbaileyauto.com

Vendor: [Benson Ford](#)

Contract#: 4400031131
Vendor#: 7000216941
Address: 4701 Calhoun Memorial Hwy, Easley, SC 29640

Contact: Thomas Thorpe
Phone#: 864-523-5677
Email: benenson.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@bensonspartanburg.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@bensonspartanburg.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@bensoncjd.com

Vendor: [Richard Kay Automotive](#)

Contract#: 4400032823
Vendor#: 7000154825
Address: 1935 Pearman Dairy Rd., Anderson, SC 29625
Contact: James Oliver
Phone#: 864-226-4000
Email: joliver@richardkayauto.com

(1) Dodge Ram 2500 for Emergency Services

Description	Quantity	Unit Price	Total Price
2023 Dodge Ram 2500	1	\$51,715.00	\$51,715.00
Includes: 6.4L V8 Engine, Automatic Transmission, HD Vinyl 40/20/40 Split Bench Seat; Class IV Towing Package; Exterior: Bright White			
Vehicle Delivery	1	\$300.00	\$300.00
Sub Total			\$52,015.00
Tax (Infrastructure Maintenance Fee)	1	\$500.00	\$500.00
GRAND TOTAL			\$52,515.00

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 5, 2023

ITEM TITLE:

Title: Komatsu WA380-8 Wheel Loader

Department: Solid Waste

Amount: \$385,562.28

FINANCIAL IMPACT:

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

Finance Approval: _____

Budget: \$385,562.28

Project Cost: \$385,562.28

Balance: \$0.00

(Funding from (340) One Time Capital Equipment Fund).

BACKGROUND DESCRIPTION:

The Wheel Loader is used in the transfer station to push and load approximately 54,000 tons of household waste into trailers for transport to the landfill annually. After researching wheel loaders with waste handling packages, it was determined that the Komatsu WA380-8 with waste handling package and quick coupler, best met the needs of the Solid Waste Department.

The County is utilizing the Sourcewell national purchasing cooperative, contract # 011723-KOM. The contract discount includes 47% off the list price of the equipment. The Vehicle Maintenance Director approves this purchase.

The County will be trading in a 2008 John Deere 624J wheel loader with 14,824 hours. It has been used as a back-up transfer station loader since 2016. The current transfer station Komatsu wheel loader will be moved to the backup slot. Linder Industrial Machinery Company has agreed to \$15,000.00 for the trade-in.

SPECIAL CONSIDERATIONS OR CONCERNS:

Linder Industrial Machinery Company holds the Sourcewell contract for Komatsu Heavy Construction Equipment. The Sourcewell contract allows government agencies to purchase directly from an authorized dealer. Sourcewell contracts are bid and awarded on a national level and purchases may be fulfilled by authorized local or state dealers. Linder Industrial Machinery Company, of Greer, SC is the Komatsu Authorized Dealer for the Oconee County area.

ATTACHMENT(S):

1. Quote from Linder Industrial Machinery Company
2. Sourcewell Contract Information
3. Authorized Komatsu Dealer
4. Pricing Spreadsheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve the purchase of the Komatsu WA380-8 Wheel Loader from Linder Industrial Machinery Company of Greer, SC in the amount of \$385,562.28.
2. Approve the trade-in of the 2008 John Deere 624J wheel loader.

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

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

Your Business Partner

October 25, 2023
Quote #: thalbert-0018

OCONEE COUNTY SOLID WASTE
15028 WELLS HWY.
SENECA SC 29678

Dear SWAIN STILL,

For 70 years, Linder Industrial Machinery has provided a diversified offering when it comes to construction equipment. In addition to being the largest Komatsu dealer in North America, Linder represents many other lines of equipment including Bomag milling machines; soil stabilizers, slipform pavers, pavers, compaction products, crushing and screening products, Atlas and Mantsinen material handlers, Konecranes lift trucks; Terramac Crawler Carriers Rammer attachments; Genesis demolition and scrap attachments; Esco, Hensley and Superior Brooms. Linder has 16 locations in key cities throughout North Carolina, South Carolina and Florida.

Aligning with Linder through your equipment purchase, will provide many benefits along the way. With millions of dollars in parts inventory stored throughout our 16 locations, we are committed to providing quality parts solutions with fast turnaround.

At Linder; Service is not a department but an entire company focus. That focus is customer uptime, utilizing factory trained technicians to provide planned maintenance, corrective maintenance, and undercarriage repair seamlessly to our customer.

Further to your request we are pleased to present to you the following detailed specification and pricing information regarding the following equipment:

2023 KOMATSU WA380-8

Thank you for providing us the opportunity of presenting this information regarding Linder Industrial Machinery Company's products and services. We look forward to discussing in further detail the information enclosed.

Respectfully,

Tyler Halbert
Mainline Sales

LINDER

www.Linder.com

October 25, 2023

2023 KOMATSU WA380-8

Engine and related items:

Air cleaner, dry-type, two stage, radial sealed

Engine shut-off system, electric with key

Engine, Komatsu SAA6D107E-3, 6 cylinder, turbocharged, air to air after cooled, direct injection Tier 4 Final emissions certified, diesel

Gross HP: 192 HP (143 kW) / 2100 RPM

Net HP: 191 HP (142 kW) / 2100 RPM (ISO 9249 / SAE J1349)

Exhaust pipe, curved

Fan, auto-reversing, hydraulic-driven

KDPF - After-Treatment Assembly Consisting of KDOC and KCSR

SCR - Selective Catalytic Reduction aftertreatment with

DEF/AdBlue tank and heated lines

Komatsu Auto Idle Shutdown

Starting aid, intake manifold preheater

Two mode engine power select system

Electrical system:

Alternator, 60 ampere, 24 volt

Back-up alarm

Batteries, 2 x 12 volt (150 Ah) (1000 CCA)

Battery disconnect switch

Horn, electric

Lights

- Back-up light, rear, LED
- Stop and tail, LED
- Turn signal, (2 front, 2 rear) with hazard switch
- Working lights, halogen (2 front, high low beam with indicator, fender mount, 2 rear grill mount)
- Working lights, halogen (2 front) outside of cab mount

Sealed DT electrical connectors

Starting motor, 7.5kW direct electric, 24V

Power Train and Controls:

Differentials, conventional, inboard planetary

Lock-up torque converter

Parking brake, wet multiple disc

Service brakes, hydraulic, wet multiple disc, axle by axle (inboard)

Transmission control, electric with kick-down switch

Transmission, full power shift automatic, F4-R4 softshift, countershaft with four mode select system

Operator environment:

Cab, (ROPS/FOPS) (installed), includes; adjustable arm rests, adjustable work equipment levers, cigarette lighter/ashtray, dome light, electrically heated rear window, air conditioner / heater / defroster / pressurizer, floor mat, front (intermittent) and rear wiper/washer, rearview mirrors (2 outside, 2 inside), right hand and left hand door access with steps and sunvisor

Hydraulic control, 2 spool (boom/bucket), 2 lever

EPC fingertip control

Monitor, 7 inch, LCD, color

Radio, AM/FM with speakers and auxiliary jack

Rear view monitor

Seat, heated air suspension type, reclining with armrests (fabric)

Seat belt, 3" width, retractable

Steering wheel, tiltable, telescopic

Integrated Payload Meter

Equipment Management Monitoring System (EMMS)

Monitor: Multi-function, 7 inch, LCD, color high-resolution

Warning Message System with Descriptions

Gauges

- Engine water temperature
- ECO
- Fuel level
- Hydraulic oil temperature
- Speedometer / Tachometer
- Torque Converter Temperature

Pilot Lights

- Auxiliary steering (opt.)
- Auto Shift
- Boom Positioner
- Brake oil pressure
- Central warning
- Cooling fan reverse
- Directional indicator
- ECSS
- Engine oil pressure
- Engine power mode
- Engine pre heater
- Head lamp high beam
- KDPF restriction indicator
- Komtrax message
- Parking brake warning
- Seat belt caution
- Shift hold
- Steering oil pressure
- Torque converter lock-up
- Transmission speed range
- Turn signal
- Work equipment lock warning

Special arrangements:

Ambient Temperature Range, -20°C (-4°F) through +45°C (+113°F) at maximum standard elevation of 2,300 meters (7,546 ft.)

Other Standard Equipment:

Boom kick-out, automatic, in-cab adjustable

Boom lift cylinders

Boom, Standard

Bucket tilt cylinder

Bucket positioner, automatic, in-cab adjustable

Centralized grease banks

Counterweight, standard and additional

Electronically Controlled Suspension System (ECSS)

Fenders, full front & full rear

Hand rails, front, LH & RH

KOMTRAX, Level 4

Lifting eyes

Provision for Quick Coupler

Rims for 23.5-25 tires (4 each)

Vandalism Protection:

- Caplock & cover for fuel tank
- Padlocks
- Battery boxes
- Engine hood side panels & rear grill, lockable
- Hydraulic oil tank
- Radiator cap cover (bolted)

- Transmission oil filler cover
- Voltage converters 2 - 12 V and 12 amp (total)

Configuration

WA380-8 KOMATSU WHEEL LOADER
 RIMS ONLY SET OF 4
 BUCKET CYLINDER, STANDARD
 COUNTERWEIGHT, ADDITIONAL
 2-SPOOLS VALVE, STANDARD
 ENGINE PRE-CLEANER CENTRIFICAL TURBO II
 P&I HOSE WRAP, BOOM CYLINDER
 Guard Handling Charge
 P&I FRONT LIGHT GUARDS
 P&I FRONT WINDOW GUARD
 P&I BEACON/LIGHT BAR KIT
 P&I REAR LIGHT GUARD KIT
 P&I FRONT FRAME UNDERGUARD
 P&I AXLE SEAL GUARD KIT
 P&I FUEL TANK GUARD
 P&I AIR INTAKE GUARD
 P&I REAR FRAME UNDERGUARD
 P&I BUCKET CYLINDER GUARD HL
 P&I BOOM CYLINDER HOSE GUARD (PLATE)
 AXLES LIMITED SLIP DIFFERENTIAL
 BOOM, STANDARD
 HANDLING CHARGE TO SHIP W/O TIRES
 5YR/8,000HR WARRANTY

Komatsu Care 3 Year / 2000 Hour Value of \$11,589.73

TOTAL MSRP OF KOMATSU ITEMS- \$517,807.55

Attachment

96" Long x 106" Wide Forks
 Maxima Solid Tire No Traction 23.5 / 25
 TAG 418 Series Hydraulic Coupler
 WA380 8YD Waste Handling Bucket w/ trash rack and setco edge top and bottom.

TOTAL MSRP OF NON KOMATSU ITEMS \$89,400

Total Selling Price

Machine List Price (Komatsu Items MSRP)	\$517,807.55
Less Sourcewell Discount (47%) 011723-KOM	\$243,369.55
List Price of Attachments (Non Komatsu Items)	\$89,400.00
List Price of Freight / PDI / Shop Labor/ Fuel	\$14,900.00
Gross Price of Machine + Attachments Delivered to County	\$378,738.00
Less Trade In: 2008 John Deere 624J SN-618009 w/ 14,824hrs	\$15,000.00
Net Selling Price No Tax	\$363,738.00
Oconee County 6% Sales Tax	\$21,824.28
Selling Price with Tax-	\$385,562.28

ETA 6-8 weeks from time of order

Product Support



Komatsu CARE — a complete service and advanced product support solution that we provide

to our customers throughout the entire lifecycle of the machine. Every new Komatsu Tier 4i/Tier 4 Final construction machine is covered. The Komatsu CARE program covers all new Komatsu Tier 4i/Tier 4 Final construction equipment, whether rented, leased or purchased. For the first 3 years or 2,000 hours, whichever occurs first, you'll receive:

- Regular service at 500, 1,000, 1,500 and 2,000-hr. intervals
- 50-point inspection by factory-trained technician at each scheduled interval
- Technician labor
- Fluids, oils, coolant, filters and parts (note: engine air filters are NOT included)
- Technician travel to and from your equipment location. The Komatsu Care Program will contribute up to \$300 credit towards travel expenses per visit.
- Tier 4i/Tier 4 Final construction equipment comes standard with two (2) complimentary KDPF exchange units for the first 5 years/unlimited hours. (*Note: if the Unit has 2 KDPF Filters, then there's one (1) complimentary KDPF exchange per unit.)

Service will be performed by a Komatsu Distributor and only Komatsu genuine fluids and filters will be used. Komatsu CARE services are available from every Komatsu Distributor in the US and Canada.

KOMTRAX

KOMTRAX — Knowledge is power. It's the power of having critical information at your fingertips, 24 hours a day, to help you make better daily and long-term strategic decisions. That's one reason Komatsu designed KOMTRAX: to provide you with answers to critical questions about your machines—what they're doing, when they did it, where they're located, how they can be used more efficiently, and when they need to be serviced. With KOMTRAX, owners, managers and operators can monitor machines on the Web; anywhere, anytime. The result is the power to make fact-based decisions having a direct effect on your bottom line through increases in efficiency and productivity, while lowering owning and operating costs.

October 25, 2023

All orders are subject to acceptance by the Seller upon receipt of order at the office of Seller. In the event applicable taxes are not indicated in the quotation, the material quoted will be subject to any applicable taxes at the date of shipment.

All quotations are subject to change without notice.

Prices quoted are subject to change to comply with any manufacturer's price change or any changes in taxes imposed by federal, state or local governments between the date of the quotation and date of delivery of items quoted.

The property herein quoted is guaranteed by manufacturer's warranty only and no warranty, express or implied, is made by the Seller.

Terms of sales are subject to credit approval.

Delivery of the material quoted herein is contingent upon strikes, fires, prior sales, government action and other causes unavoidable or beyond control.

LINDER

KOMATSU

 **BOMAG**
FAYAT GROUP

This Quotation is valid for 30 days.

Komatsu America

Heavy construction equipment

#011723-KOM

Maturity Date: 4/14/2027

Website: komatsu.com/sourcewell 

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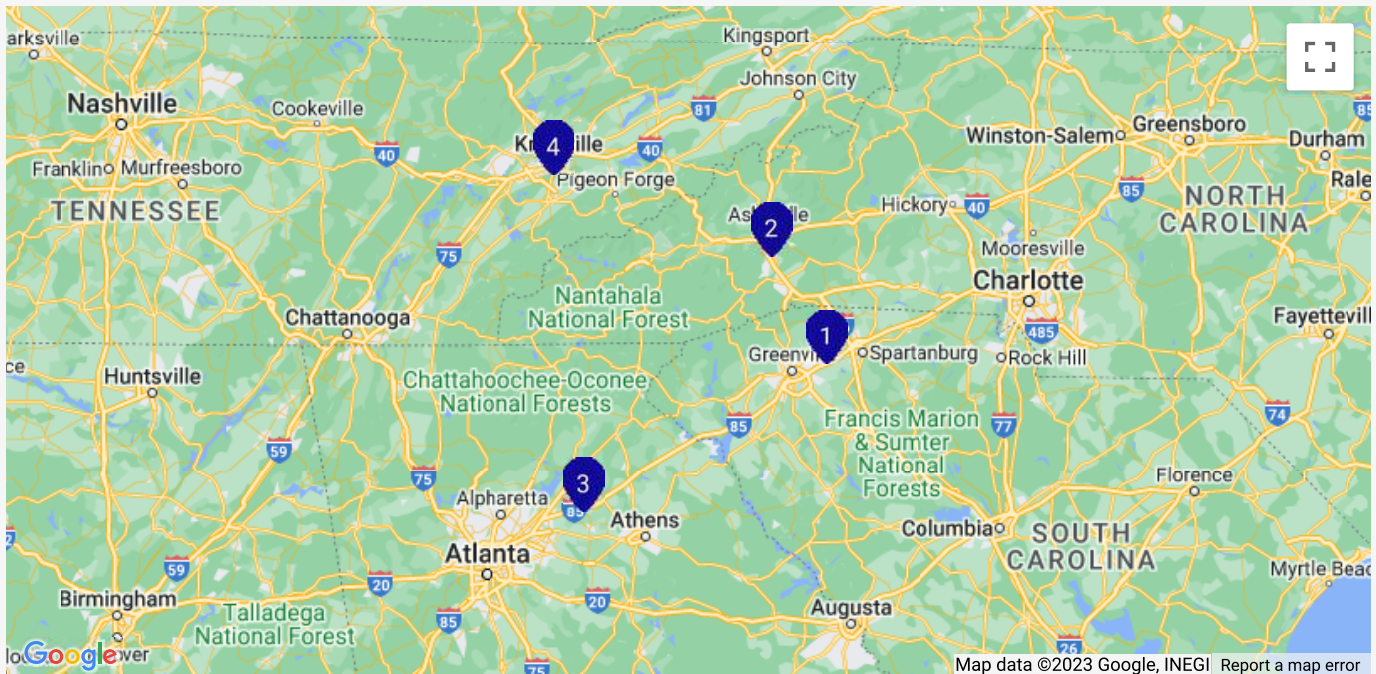


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Linder Industrial Machinery Company

525 Old Jones Rd

Greer, SC 29651

Distance: 51.2 miles

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

Distributor

Construction, Surface mining, Forestry

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Linder Industrial Machinery Company

575 Goldview Road

Asheville, NC 28804

Distance: 54.4 miles

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

Distributor

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Tractor & Equipment Company

3214 Highway 53

Hoschton, GA 30548

Distance: 63.4 miles

Phone: [706-654-9850](tel:706-654-9850)

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Power Equipment Company

3300 Alcoa Hwy

Knoxville, TN 37901-2311

Distance: 90.5 miles

Phone: [865-577-5563](tel:865-577-5563)

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LINDER INDUSTRIAL MACHINERY COMPANY PRICING FOR WHEEL LOADER

SOURCWELL CONTRACT # 011723-KOM

Description	List Price	Contract Discount Percentage	Discount Amount	Total Price
NEW Komatsu WA380-8 Wheel Loader	\$517,807.55	47%	\$243,369.55	\$274,438.00
TOTAL PRICE FOR WHEEL LOADER	\$517,807.55			\$274,438.00
Optional Attachments:				\$89,400.00
Non-Komatsu Items To Include:				
96" Long x 106" Wide Forks				
Maxima Solid Tire No Traction 23.5/25				
TAG 418 Series Hydraulic Coupler				
WA380 8YD Waste Handling Bucket w/ trash rack and setco edge top and bottom				
TOTAL PRICE OF ATTACHMENTS	\$0.00		\$0.00	\$89,400.00
Freight/PDI/Shop Labor/Fuel				\$14,900.00
SOURCEWELL PRICING - WHEEL LOADER	\$517,807.55	47%	\$243,369.55	\$274,438.00
ATTACHMENTS				\$89,400.00
Freight/PDI/Shop Labor/Fuel				\$14,900.00
TOTAL QUOTED MACHINE PRICE WITH ATTACHMENTS (SOURCEWELL PRICING)				\$378,738.00
TRADE IN: 2008 John Deere 624J (SN:618009)				\$15,000.00
SUBTOTAL				\$363,738.00
SALES TAX	6%			\$21,824.28
GRAND TOTAL				\$385,562.28

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 5, 2023

ITEM TITLE:

Title: Two (2) 2023 Dodge Durango's and One (1) 2023 Dodge Ram **Department: Sheriff's Office** **Amount: \$129,315.00**

FINANCIAL IMPACT:

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

Budget: **\$129,315.00** Project Cost: \$129,315.00 Balance: **\$0.00** Finance Approval: _____

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

BACKGROUND DESCRIPTION:

The Fiscal year 2023-2024 Capital Replacement plan includes two (2) 2023 Dodge Durango's and one (1) 2023 Dodge Ram for the Sheriff's Office Road Deputies and Animal Control. These vehicles are on the lot and there will be very little wait time in delivery.

If the County orders these vehicles, it will be late Spring or Early Summer 2024 before they are received and delivered.

The new vehicles will replace a 2014 Chevrolet Tahoe with 218,781 miles, 2014 Chevrolet Tahoe with 216,900 miles, and a 2014 Ford F-150 with 165,600 miles. The vehicles being replaced will be sold as surplus or replace older vehicles used in other County departments. The Fleet Maintenance Director approves this purchase.

Santee Automotive of Manning, SC was awarded SC State Contract # 4400029870 for Dodge vehicles.

SPECIAL CONSIDERATION(S):

Santee Automotive of Manning, SC is a SC State Contract holder for Dodge vehicles.

ATTACHMENT(S):

1. Santee Automotive quotes
2. SC State Contract information
3. Pricing Spreadsheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of two (2) 2023 Dodge Durango's and one (1) Dodge Ram from Santee Automotive of Manning, SC, in the amount of \$129,315.00.

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

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

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



QUOTE

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 1-888-853-5338
Fax: 1-888-853-5338
info@santeefleet.com

BILL TO
Oconee County
Dwayne Peay
415 S Pine Street
Walhalla, South Carolina 29691
United States

(864)710-6501
dpeay@oconeesc.com

SHIP TO
**Oconee County Vehicle
Maintenance**
15026 Wells Highway
Seneca, South Carolina 29678
United States

(864)710-8216

Estimate Number: 259
Estimate Date: November 3, 2023
Valid Until: January 2, 2024
Estimate Total (USD): \$88,740.00

Units	Quantity	Price	Amount
Dodge Durango Pursuit AWD Dodge Durango Pursuit AWD State Contract: 4400029870 5.7L V8 HEMI MDS VVT Engine 8 Speed Auto Transmission Black Vinyl Floor Covering Law Enforcement Dome Lamp Cloth Bucket Front Seats Cloth Rear Bench Push Button Start ParkView Rear Backup Camera U Connect Bluetooth Power 8 Way Driver Seat Full Size Spare Tire Driver's Side Spotlight BLIS Trailer Tow Package Skid Plates Security Alarm 18X8.0 Painted Aluminum Wheels No Console	2	\$43,570.00	\$87,140.00
Exterior Color Black	2	\$0.00	\$0.00
Vehicle Sales Tax South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	2	\$500.00	\$1,000.00
Vehicle Delivery 415 S Pine Street Walhalla, South Carolina 29691	2	\$300.00	\$600.00



QUOTE

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 1-888-853-5338
Fax: 1-888-853-5338
info@santeefleet.com

Subtotal: \$88,740.00

Total: \$88,740.00

Estimate Total (USD): \$88,740.00



QUOTE

2023 Ram 1500 SSV 4x4 Admin

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 1-888-853-5338
Fax: 1-888-853-5338
info@santeefleet.com

BILL TO
Oconee County
Dwayne Peay
415 S Pine Street
Walhalla, South Carolina 29691
United States

(864)710-6501
dpeay@oconeesc.com

SHIP TO
**Oconee County Vehicle
Maintenance**
15026 Wells Highway
Seneca, South Carolina 29678
United States

(864)710-8216

Estimate Number: 257
Customer Ref: State Contract
4400029870
Estimate Date: November 3, 2023
Valid Until: January 2, 2024
Estimate Total (USD): \$40,575.00

Units	Quantity	Price	Amount
Ram 1500 SSV Crew Cab 4x4 State Contract 4400029870 Ram 1500 SSV Crew Cab 4x4 Model Code DS6T98 5.7L V8 Hemi Engine 8-Speed Automatic Transmission Anti-Spin Differential Rear Axle Cloth Front 40/20/40 Vinyl Rear Seats Protection Group Carpet Flooring Chrome Appearance Group Rear Window defroster LT265/70R17E BSW A/T Tires	1	\$39,775.00	\$39,775.00
Exterior Color Silver Grey White Black	1	\$0.00	\$0.00
Vehicle Sales Tax South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	1	\$500.00	\$500.00
Vehicle Delivery 415 S Pine Street Walhalla, South Carolina 29691	1	\$300.00	\$300.00



QUOTE

2023 Ram 1500 SSV 4x4 Admin

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 1-888-853-5338
Fax: 1-888-853-5338
info@santeefleet.com

Subtotal: \$40,575.00

Total: \$40,575.00

Estimate Total (USD): \$40,575.00

Notes / Terms

State Contract 4400029870

**Vehicles****Start Date:** 09/13/2022 | **End Date:** 09/12/2024**Solicitation#:** 5400024254**Attachments:**

- [List of Contractors, Manufacturer's and Maximum Cost Plus Percent](#)

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: [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: [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: [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: [Vic Bailey Ford](#)

Contract#: 4400029865
Vendor#: 7000079092
Address: 501 E. Daniel Wergan Ave., Spartanburg, SC 29302

Contact: David Vetter
Phone#: 864-585-3600 Ext 267
Email: dvetter@vicbaileyauto.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@bensonspartanburg.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@bensonspartanburg.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@bensoncjd.com

Vendor: [Richard Kay Automotive](#)

Contract#: 4400032823
Vendor#: 7000154825
Address: 1935 Pearman Dairy Rd., Anderson, SC 29625
Contact: James Oliver
Phone#: 864-226-4000
Email: joliver@richardkayauto.com

(2) Dodge Durango's for Sheriff's Office			
Description	Quantity	Unit Price	Total Price
2023 Dodge Durango Pursuit AWD	2	\$43,570.00	\$87,140.00
Includes: 5.7L V8 Hemi VVT Engine, Automatic Transmission, Black Vinyl Floor Covering, Law Enforcement Dome Lamp, Cloth bucket Front Seats, Vinyl Rear Bench; Exterior (2) Black			
Vehicle Delivery	2	\$300.00	\$600.00
Sub Total			\$87,740.00
Tax (Infrastructure Maintenance Fee)	2	\$500.00	\$1,000.00
GRAND TOTAL			\$88,740.00

(1) Dodge Ram for Sheriff's Office			
Description	Quantity	Unit Price	Total Price
2023 Dodge Ram Crew Cab 4x4	1	\$39,775.00	\$39,775.00
Includes: 5.7L V8 Hemi, Automatic Transmission, Front Cloth 40/20/40 Seats, Vinyl Rear Seats, Black Carpet Flooring			
Vehicle Delivery	1	\$300.00	\$300.00
Sub Total			\$40,075.00
Tax (Infrastructure Maintenance Fee)	1	\$500.00	\$500.00
GRAND TOTAL			\$40,575.00

Total Purchase	
(2) Dodge Durango's for Sheriff's Office	\$88,740.00
(1) Dodge Ram for Sheriff's Office	\$40,575.00
GRAND TOTAL	\$129,315.00

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Council Meetings

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



Hal Welch
General Manager

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



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



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

LEGAL S

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

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

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

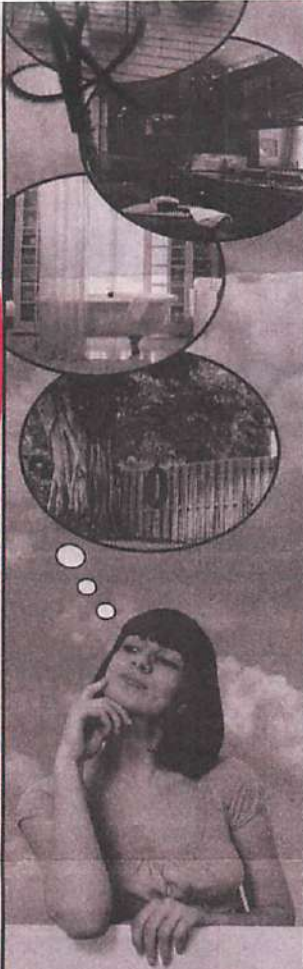
Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 24, 2023 in Council Chambers to establish short and long term goals. Oconee County Council will also meet on Tuesday, January 2, 2024 in Council Chambers at which point they will establish their 2024 Council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

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

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

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

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



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Oconee County Council

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

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

E-mail:
jennifercadams@oconeesc.com

John Elliott
District I

Matthew Durham
Chairman
District II

Don Mize
Vice Chairman
District III

Julian Davis, III
District IV

J. Glenn Hart
Chairman Pro Tem
District V



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

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

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

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

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

OCONEE CODE OF ORDINANCES

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

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

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

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

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

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

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

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

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



Public Comment
SIGN IN SHEET
6:00 PM

December 05, 2023

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

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	Andy Whitten	County Concerns
2	Billy Chastain	↓
3	Ben Murphy	
4	Elijah Campbell	
5	Ron Cilensek	↓ Junkyard Ordinance
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

December 05, 2023 ~ 6:00 p.m.

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

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

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

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

	Ordinance #	ORD 2023-20
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