

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
PROCLAMATION 2024-02**

**A PROCLAMATION HONORING MR. TIMOTHY HOPKINS,  
EQUIPMENT OPERATOR IV, UPON HIS RETIREMENT**

**WHEREAS**, Mr. Timothy Hopkins, a resident of Walhalla, South Carolina, began working as a full-time, Oconee County employee on July 10, 1995; and

**WHEREAS**, over the years, Mr. Hopkins served as an Equipment Operator for the Roads and Bridges Department, while serving for 32 years, including five deployments over his years of service, in the Army National Guard; and

**WHEREAS**, Mr. Hopkins has a wonderful family whose love and support have been instrumental in allowing all the years of service to the county and his country with many friends and colleagues considering Mr. Hopkins family rather than a co-worker; and

**WHEREAS**, Mr. Hopkins has distinguished himself as a hard-worker and excellent operator who operated many different pieces of equipment over the years and helped complete many larger projects; and

**WHEREAS**, skilled, knowledgeable and focused, Mr. Hopkins was a vital member of the Oconee County Roads & Bridges Team; and

**WHEREAS**, after nearly twenty-seven years of service to the citizens of Oconee County, Mr. Hopkins retired on December 31, 2022.

**NOW, THEREFORE**, we, the Oconee County Council, do hereby recognize and express our sincere gratitude for Mr. Hopkins's dedication and commitment to the County and congratulate him on the occasion of his retirement.

**APPROVED AND ADOPTED** this 16th day of April, 2024.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Matthew Durham, Chairman of County Council  
Oconee County, South Carolina

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

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2024-13**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT, BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND A COMPANY CURRENTLY IDENTIFIED AS PROJECT CHERRY, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES, AND OTHER PROJECT COMPANIES (COLLECTIVELY “COMPANY”); PROVIDING FOR A FEE IN LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; CREATING OR MODIFYING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF SUCH PARK; AND OTHER RELATED MATTERS.**

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

**WHEREAS**, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on November 21, 2023 an inducement resolution (the “Inducement Resolution”) with respect to certain proposed investment by [] (the “Company”) which was known to the County at the time as “Project Cherry”, with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings, and other real and/or tangible personal property to constitute a new or expanded facility in the County for the [*project purpose*] (collectively, the “Project”);

**WHEREAS**, the Company has represented that the Project will involve an investment of approximately \$16,000,000 in “economic development property” (as such term is defined in the FILOT Act) subject (non-exempt) to *ad valorem* taxation (in the absence of the Fee Agreement) in the County and the creation of approximately 12 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement);

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

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

**WHEREAS**, the County has caused to be prepared and presented to the Council the form of an agreement for Development of a Joint County Industrial Park (Project Cherry) by and between the County and Pickens County (“MCIP Agreement”), 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 shall be located in a “Park” upon the approval of this Ordinance by the County and the approval of a separate ordinance by the Pickens County Council;

**WHEREAS**, pursuant to the Inducement Resolution, the County identified the Project as a “project” for purposes of the FILOT Act and indicated the County’s intent to (a) enter into a FILOT Agreement with the Company, the substantially final form of which is attached as Exhibit B and incorporated herein by reference (the “Fee Agreement”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain infrastructure credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

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

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

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

- (a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act;
- (b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally;
- (c) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;
- (d) The purposes to be accomplished by the Project are proper governmental and public purposes; and
- (e) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms, and provisions of the Fee Agreement and the MCIP Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement and the MCIP Agreement were set out in this Ordinance in their entirety. The Chairman of the County Council and/or the County Administrator are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement and the MCIP Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement and the MCIP Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Oconee County Auditor and Assessor. The Fee Agreement and the MCIP Agreement are to be in substantially the form now before this meeting and hereby approved, with such minor changes therein as shall be approved by the officials of the County executing the same, upon advice of counsel to the County, and as are not materially adverse 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 the Fee Agreement and the MCIP Agreement now before this meeting.

Section 3. 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 MCIP Act and Article VIII, Section 13(D) of the State Constitution on terms which provide, for all jobs created at the Project through the end of the investment period set forth in the Agreement, any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks, and on terms, and for a duration, which facilitate the special source revenue credits. Sharing of expenses and revenues of the County and any partner county shall be as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

Section 4. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the MCIP Agreement and the performance of all obligations of the County thereunder.

Section 5. The provisions of this ordinance are hereby declared to be separable and if any section, phrase, or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 6. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

**ENACTED** in meeting duly assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**OCONEE COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
Matthew Durham  
Chairman of County Council

ATTEST:

By: \_\_\_\_\_  
Jennifer C. Adams  
Clerk to County Council

First Reading: April 16, 2024  
Second Reading: May 7, 2024  
Public Hearing: May 21, 2024  
Third Reading: May 21, 2024

**EXHIBIT A**  
**DESCRIPTION OF LAND**

**EXHIBIT B**  
**FORM OF MCIP AGREEMENT**

**EXHIBIT C**  
**FORM OF PURCHASE AND SALE AGREEMENT**

**STATE OF SOUTH CAROLINA**

**COUNTY OF OCONEE**

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

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Jennifer C. Adams  
Clerk, Oconee County Council

Dated: \_\_\_\_\_, 2024



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

**BETWEEN**

**PROJECT CHERRY**

**AND**

**OCONEE COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF DECEMBER 31, 2023**

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

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT (“*Fee Agreement*”) is entered into, effective, [●], 2024, between Oconee County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Oconee County Council (“*County Council*”) as the governing body of the County, and Project Cherry (collectively, with any Sponsor Affiliate, “*Sponsor*”).

**WITNESSETH:**

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

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

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

**WHEREAS**, the Project will involve an expected investment in taxable real and taxable personal property of at least \$16,000,000 during a five-year period, which would meet the minimum investment requirement under the Act;

**WHEREAS**, the Project is also expected to create not less than 12 new, full-time jobs in the County within a five-year period;

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

**WHEREAS**, the County Council adopted an inducement resolution on November 21, 2023 and enacted an ordinance on [●], 2024 (“*Fee Ordinance*”), as an inducement to the Sponsor to develop the Project and at the Sponsor’s request, the County Council authorized the County to enter into this Fee Agreement as a

fee-in-lieu of *ad valorem* tax agreement with the Sponsor, which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof;

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

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

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

## **ARTICLE I PROJECT OVERVIEW**

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

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

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

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

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

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

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

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

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

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value, as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase, which may be caused by (i) the Sponsor’s removal of equipment pursuant to Section 4.7 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.9 of this Fee Agreement.

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

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

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

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

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

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

“FILOT Payments” shall mean the Negotiated FILOT Payments.

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

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

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

“Investment Commitment” shall mean the investment in taxable real and personal property at the Project of at least \$16,000,000 by the last day of the 5<sup>th</sup> year of the Investment Period.

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

“Job Commitment” shall mean the creation at the Project of not less than 12 new, full-time equivalent jobs by the last day of the 5<sup>th</sup> year of the Investment Period.

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

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

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

“Phase Termination Date” shall mean with respect to each Phase of the Project the last day of the property tax year that is no later than the 19<sup>th</sup> year following the first property tax year in which an applicable piece of economic development property is placed in service.

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

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

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

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

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

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

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

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

**ARTICLE II**  
**REPRESENTATIONS AND WARRANTIES**

**Section 2.1. *Representations of the County.*** The County hereby represents and warrants to the

Sponsor as follows:

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

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

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

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

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

(f) The County agrees to use its commercially reasonable efforts to cause the Real Property to be located within the Multi-County Park, if not already so located, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Multi-County Park or another multi-county park for a term of at least 20 years in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

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

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

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

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

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

(c) The Sponsor intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Sponsor intends to develop, construct, install and operate, as applicable, certain facilities on the Real Property to conduct its distribution and/or manufacturing facility, and any other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

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

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

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

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

### **ARTICLE III THE PROJECT**

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

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

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

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



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

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

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

Step 2: an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the 19 years thereafter,

Step 3: Use a fixed millage rate applicable on June 30, 2023, which the parties believe to be 214.9 mills, to determine the amount of the payments in lieu of taxes which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.

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

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

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

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

**Section 4.2. Special Source Revenue Credit.** The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a SSRC, in reimbursement of investment in Qualifying Infrastructure Costs to be applied to its FILOT Payments. In no event may the Sponsor's aggregate SSRC claimed pursuant to this Section exceed the aggregate amount of Qualifying Infrastructure Costs. The SSRC commences with the property tax year after the year in which the first Phase of the Project is placed in service and shall remain effective and will be a 65% SSRC for years one (1) through three (3), a 50% SSRC for years four (4) through six (6), and 35% SSRC for year seven (7).

To claim each SSRC, the Sponsor shall file with the County Administrator, the County Auditor, and the County Treasurer, no later than the date on which the FILOT Payment is due in each year in which the Sponsor is entitled to claim an SSRC, an Annual Special Source Revenue Credit Certification, the form of which is attached as Exhibit C (the "Certification"), showing the amount of aggregate investment in qualifying infrastructure and the calculation of the SSRC. Failure to timely file the Certification shall not result in a forfeiture of the SSRC for such year, but the County will not deduct the SSRC from the FILOT bill until the Certification is submitted by the Sponsor. The County is entitled to confirm the information (including the calculation) on the Certification prior to deducting the amount of the SSRC from the FILOT payment due by the Sponsor on the FILOT bill. If the information contained on the Certification is correct, then the County shall deduct the SSRC amount from the FILOT bill. In no event is the County required to deduct any SSRC amount from the FILOT bill while any of the Sponsor's taxes or FILOT Payments have been invoiced by the County but remain outstanding, including for any taxes or FILOT Payments that may have been protested by the Sponsor.

**Section 4.3. Claw Back.** If the Sponsor fails to meet eighty percent (80%) of the Investment Commitment by the end of the Investment Period, then the Sponsor shall repay to the County a pro rata amount of any SSRC received by the Sponsor based on the percentage of the actual investment by the Sponsor in such property related to the Project, as compared to eighty percent (80%) of the Investment Commitment. Any amount owing pursuant to this Section 4.3 shall be treated as if a delinquent *ad valorem* tax payment due under Title 12 of the Code of Laws of South Carolina, 1976, as amended (including, for example, similar proceedings, costs, penalties, and interest) and shall be due no more than 30 days after the date on which ad valorem taxes would be due without penalty for the tax year having ended on the most recent December 31. The repayment specified in this Section 4.3 shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

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

- (a) to the extent that the income tax basis of the Replacement Property ("**Replacement Value**") is less than or equal to the original income tax basis of the Removed Components ("**Original Value**") the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to the remainder of the term of this Fee Agreement; and
- (b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components ("**Excess Value**"), the payments in lieu of taxes to be made by the Sponsor with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property but subject to the provisions of Section 4.2 hereof.

**Section 4.5. Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty.**

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

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

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

**Section 4.8. Damage or Destruction of Project.**

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

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

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

#### **Section 4.9. Condemnation.**

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

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

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

#### **Section 4.11. Indemnification Covenants.**

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

(b) Any Indemnified Party seeking to be indemnified hereunder shall promptly notify the Sponsor in writing of any claim that could reasonably be expected to result in Losses, specifying in reasonable detail the nature of such Losses. The Indemnified Party shall provide to the Sponsor as promptly as practicable thereafter all information and documentation reasonably requested by the Sponsor to verify the Losses asserted. Upon the Sponsor's receipt of any notice of a claim pursuant to this Section 4.11(b), the Sponsor may, by giving written notice to the Indemnified Party within 15 days following such notice, elect to assume the defense thereof, including the employment of counsel at the Sponsor's cost to carry out such defense; provided, that if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Sponsor reasonably determines that a conflict of interest exists between the County and the Sponsor, the County may, in its reasonable discretion, hire independent counsel to assume such defense, and the Sponsor shall be liable for the reasonable cost of such counsel. Whether or not the Sponsor chooses to defend such claim, all the parties hereto shall cooperate in the defense thereof and shall furnish such records, information and testimony and shall attend such conferences, discovery proceedings and trials as may be reasonably requested in connection therewith. The Sponsor shall not be entitled to settle any such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed. In the event that the Sponsor does not elect to assume the defense of such claim pursuant to this Section 4.11(b), the Indemnified Party shall not settle any such claim without the prior written consent of the Sponsor, which consent shall not be unreasonably withheld, conditioned, or delayed.

(c) Notwithstanding anything in this Agreement to the contrary, the Sponsor is not required to

indemnify any Indemnified Party against or reimburse the County for Losses or any other amounts due under this Section 4.11: (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; (ii) to the extent that such Losses result from any Indemnified Party's negligence, bad faith, fraud, deceit, breach of this Agreement, or willful misconduct; or (iii) to the extent such amount, and only in relation to such amount that, exceeds the amount of the savings actually realized by Sponsor under this Fee Agreement.

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

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

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

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

**Section 4.13. Records and Reports.** The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to

payments in lieu of taxes under the Act, including without limitation the reports required by Section 12-44-90 of the Act (collectively, “**Filings**”).

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

**Section 4.14. *Payment of Administrative Expenses.*** The Sponsor will reimburse the County from time to time for its reasonable Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County including a general statement of the amount and nature of the Administrative Expense and requesting the payment of the same. The payment by the Sponsor of the County’s Administrative Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice. The County does not anticipate the Sponsor’s reimbursement of these expenses should exceed \$15,000 over the term of this Agreement, but in any event the Sponsor shall not be liable for any of such expenses exceeding \$15,000, provided, however, this limit does not apply to Section 4.11 and Section 4.22 of this Fee Agreement.

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

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

**Section 4.17. *County’s Estoppel Certificates for Sponsor’s Financing Transactions.*** The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor, respectively, any estoppel certificates, acknowledgements, or other documents certifying, to the County Administrator’s knowledge, the full force and effect of this Fee Agreement and the absence of any default hereunder and acknowledging the continuing validity of this Fee Agreement after its transfer required in any financing related transfers authorized by Section 12-44-120 of the Act, as may be reasonably requested by the Sponsor or any lender of the Sponsor from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor as contemplated under Section 12-44-120 of the Act.

**Section 4.18. *Sponsor’s Continuing Obligations After Termination by Sponsor.*** In the event the Sponsor terminates this Fee Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.11, the payment of outstanding Administrative Expenses under Section 4.14, and any outstanding payments in lieu of taxes under Article IV or retroactive payments required under this Fee Agreement or the Act.

**Section 4.19. Events of Default.** The following shall be “*Events of Default*” under this Fee Agreement, and the term “*Events of Default*” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

- (a) Failure by the Sponsor to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or
- (b) Failure by the Sponsor to perform any of the other material terms, conditions, obligations or covenants of the Sponsor hereunder, which failure shall continue for a period of 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action; or
- (c) A representation or warranty made by the Sponsor which is materially incorrect when made or deemed made; or
- (d) A representation or warranty made by the County which is materially incorrect when made or deemed made; or
- (e) Failure by the County to perform any of the other material terms, conditions, obligations, or covenants of the County hereunder, which failure shall continue for a period of 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

**Section 4.20. Remedies on Default.** Whenever any Event of Default with respect to the Sponsor shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor (which cure period shall not be applicable in the case of the Sponsor’s failure to make any payments due under this Fee Agreement), may take any one or more of the following remedial actions:

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

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

- (a) bring an action for specific enforcement; or
- (b) take such other action as is appropriate, including any other legal action, to recover its damages.

**Section 4.21. Remedies Not Exclusive.** No remedy conferred upon or reserved to the County or the Sponsor under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing

default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**Section 4.22. Reimbursement of Legal Fees and Other Expenses.** If a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to reimbursement of the reasonable fees of such attorneys and other reasonable expenses so incurred, which shall not be subject to the limitation of Section 4.11.

## ARTICLE V MISCELLANEOUS

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

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

WITH COPIES TO:           (does not constitute notice)  
  David R. Root, Esq.  
  King Kozlarek Root Law LLC  
  Post Office Box 565  
  Greenville, South Carolina 29602

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

AS TO THE SPONSORS:       Project CHERRY

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

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

**Section 5.3. Counterparts.** This Fee Agreement may be executed in any number of counterparts, and



all of the counterparts taken together shall be deemed to constitute one and the same instrument.

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

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

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

**Section 5.7. Further Assurance.** From time to time the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request to effectuate the purposes of this Fee Agreement. To the extent County Council is required to take official action to effectuate the purposes of this Fee Agreement, County Council agrees to do so by resolution unless an ordinance is required by law.

**Section 5.8. Severability.**

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

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

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

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

**Section 5.10. Force Majeure.** Except for payments in lieu of taxes under this Fee Agreement, the due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non-

performance caused in whole or in part, directly or indirectly, by strikes, accidents, pandemics, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war, or national emergency, or acts of God.

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

**Section 5.12. Sponsor Affiliates.** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the County identifying the Sponsor Affiliate and, to the extent required by the Act, requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by resolution of County Council; provided, however, that the County hereby expressly consents to any future designation by the Sponsor as a Sponsor Affiliate (i) any entity, now existing or to be formed in the future, which own and control, are owned and controlled by, or are under common ownership and control with, the Sponsor, provided, however, the Sponsor notifies the County within thirty days following such designation; and (ii) any third party that the Sponsor may elect to involve in the construction or financing of the Project, provided, however, the Sponsor notifies the County within thirty days following such designation. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

**Section 5.13. Termination; Termination by Sponsor.**

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

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

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

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

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

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

**Section 5.15. Counterparts; Electronic Signatures.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument. Each

party hereto also agrees that electronic signatures, whether digital or encrypted, of the parties to this Fee Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logistically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email signatures.

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

DRAFT

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

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Matthew Durham, Chairman  
Oconee County Council

[SEAL]

ATTEST:

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

**PROJECT CHERRY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

[SIGNATURE PAGE TO FEE AGREEMENT]

**EXHIBIT A**  
**DESCRIPTION OF REAL PROPERTY**

DRAFT

**EXHIBIT B**  
**FORM OF JOINDER AGREEMENT**

**JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement, effective [●], 2024 (“*Fee Agreement*”), between Oconee County, South Carolina (“County”), and Project Cherry (collectively, with any Sponsor Affiliate, “*Sponsor*”).

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

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

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

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

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

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

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

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

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

**7. Notice.** Notices under Section 5.1 of the Fee Agreement shall be sent to the Sponsor Affiliate at:

[\_\_\_\_\_]

[ONE SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

Date: \_\_\_\_\_

**PROJECT CHERRY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**[NAME OF SPONSOR AFFILIATE]**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_

[Name], Chairman  
Oconee County Council

[SEAL]

ATTEST:

By: \_\_\_\_\_

[Name], Clerk to Council  
Oconee County Council

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

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement, effective [●], 2024 (“*Fee Agreement*”), between Oconee County, South Carolina (“County”), and Project Cherry (collectively, with any Sponsor Affiliate, “*Sponsor*”). Each capitalized term used in this Certificate, but not defined in this Certificate has the meaning ascribed to that term in the Fee Agreement.

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

1. The Sponsor is entitled to claim a Special Source Revenue Credit (“SSRC”) against each FILOT Payment, on or before the date after which *ad valorem* taxes become delinquent in which a FILOT Payment is due with respect to the Project, as follows: The SSRC commences with the property tax year after the year in which the first Phase of the Project is placed in service and shall remain effective and will be a 65% SSRC for years one (1) through three (3), a 50% SSRC for years four (4) through six (6), and 35% SSRC for year seven (7).

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

\$ \_\_\_\_\_

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

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

FILOT Payment x 65% (years 1 through 3); 50% (years 4 through 6); or 35% (year 7); =  
\$ \_\_\_\_\_

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

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

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

**PROJECT CHERRY**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 16, 2024  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE [Brief Statement]:**

Council consideration to approve a fee agreement between Project Cherry and Oconee County to enter into a FILOT and SSRC agreement for expansion of the company's manufacturing operation.

**BACKGROUND DESCRIPTION:**

Project Cherry is a worldwide manufacturer that is considering the expansion of its Oconee County operation. The proposed project would include the purchase and installation of new machinery and equipment, and a small addition to the production area. If the project proceeds, it is expected to result in a capital investment of more than \$16,000,000 and 12 new jobs.

The Oconee Economic Alliance (OEA) has been working the company since September and discussed with the company county incentives to secure the expansion. OEA has recommended the following incentives for Project Cherry:

1. A 20-Year FILOT that will provide a fixed assessment rate of 6% and fixed millage rate of 214.9 mills for the term of the agreement.
2. An 7-Year SSRC that will provide a credit of 65% for Years 1-3, 50% for Years 4-6 and 35% for Year 7.

**SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:**

- Support for existing industry is Oconee County's top economic development priority and assisting manufacturers that seek to grow and strengthen their operations is one way we do this.
- Project Cherry is a long-standing Oconee County manufacturer that has contributed significantly to our local economy.

**FINANCIAL IMPACT [Brief Statement]:**

- The project would generate approximately \$360,613 in property taxes over the first 10 years and \$558,168 over 20 years.
- The FILOT and SSRC represent an incentive or property tax reduction of approximately \$192,396 over the first 10 years and \$222,235 over 20 years from the standard ad valorem taxes which would include the state statutory 5-year manufacturers abatement against the county portion of the millage.

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

**Approved by:** \_\_\_\_\_ **Finance**

**ATTACHMENTS**

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

**STAFF RECOMMENDATION [Brief Statement]:**

It is the staff's recommendation that Council approve the fee agreement for Project Cherry.

**Submitted or Prepared By:**

**Approved for Submittal to Council:**

\_\_\_\_\_  
**Jamie Gilbert, Economic Development Director**

\_\_\_\_\_  
**Amanda F. Brock, County Administrator**

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

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2024-14**

**AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, SOUTH CAROLINA, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND ESTABLISHED PURSUANT TO SEC. 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO.**

**BE IT ORDAINED** by the County Council of Oconee County (the “*County Council*”), the governing body of Oconee County, South Carolina (“*Oconee County*”), as follows:

SECTION I: Oconee County is hereby authorized to jointly develop an industrial and business park (the “*Park*”) with Pickens County, South Carolina (“*Pickens County*”). The Park shall be located initially on lands located in Pickens County only as authorized by Article VIII, Section 13 of the South Carolina Constitution and Chapter 1 of Title 4 of the Code of Laws of South Carolina 1976, as amended (the “*Act*”).

SECTION II: Pursuant to the Act, Oconee County is hereby authorized to execute and deliver that certain Agreement for Development of a Joint County Industrial and Business Park (Cantrell Tract), the form of which is attached to this Ordinance as **Exhibit A** (the “*Park Agreement*”). The form, terms and provisions of the Park Agreement, as attached to this Ordinance at **Exhibit A**, are hereby approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Park Agreement in the name and on behalf of Oconee County. The Agreement is to be in substantially the form now before the meeting and hereby approved, or with such minor changes therein as shall: be approved by the officials of Oconee County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Park Agreement now before the meeting; and as shall not be materially adverse to Oconee County.

SECTION III: This Ordinance shall supersede and amend in its entirety any other ordinances or resolutions of the County Council pertaining to the Park.

SECTION IV: Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION V: This Ordinance shall be effective after third and final reading thereof.  
**DONE AND ENACTED** this \_\_\_\_ day of \_\_\_\_ 2024.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Matthew Durham, Chairman of County Council  
Oconee County, South Carolina

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Jennifer C. Adams, Clerk to County Council  
Oconee County, South Carolina

First Reading: April 16, 2024  
Second Reading: May 7, 2024  
Third Reading: May 21, 2024  
Public Hearing: May 21, 2024

**EXHIBIT A**

**PARK AGREEMENT**

*[To be Inserted]*

**STATE OF SOUTH CAROLINA**

**COUNTY OF OCONEE**

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

By: \_\_\_\_\_  
Jennifer C. Adams, Clerk to County Council  
Oconee County, South Carolina

Dated: \_\_\_\_\_, 2024

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

AGREEMENT FOR DEVELOPMENT OF A  
JOINT COUNTY INDUSTRIAL AND  
BUSINESS PARK (CANTRELL TRACT)

This **AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK** (this “*Park Agreement*”) is entered into this \_\_\_ day of \_\_\_\_\_ 2024 (the “*Effective Date*”), by and between Pickens County, South Carolina (“*Pickens County*”) and Oconee County, South Carolina (“*Oconee County*”), each of which is referred to herein as a “*County*” and together as the “*Counties*,” respecting the development of a joint county industrial and business park to be located initially only within Pickens County.

**RECITALS:**

Pickens County and Oconee County, South Carolina (“*Oconee County*” and, together with Pickens County, the “*Counties*,” and each individually a “*County*”) are authorized under Article VIII, Section 13 of the South Carolina Constitution and Chapter 1 of Title 4 of the Code of Laws of South Carolina 1976, as amended (the “*Act*”) to jointly develop an industrial or business park within the geographical boundaries of one or more of the member counties.

Pickens County has determined to establish a joint county industrial or business park containing certain real property located within and presently owned by Pickens County, all as more fully described at **Exhibit A** to this Park Agreement (collectively, the “*Park Properties*”).

Pickens County and Oconee County are contiguous counties which, pursuant to Ordinance No. [●], enacted by Pickens County Council on May 6, 2024, and Ordinance No. [●], enacted by Oconee County Council on [●], 2024, 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 Pickens County only, a joint county industrial and business park (“*Park*”) to include the Park Properties more particularly described in **Exhibit A**.

By virtue of the inclusion of the Park Properties within the Park, real property comprising the Park and all taxable 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 lieu of taxes 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 Park Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Counties agree as follows:

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

**Section 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 (“*S.C. 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.

### **Section 3      Location of the Park.**

(a)      As of the original execution and delivery of this Park Agreement, the Park consists of property that is located in Pickens County, 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 Pickens County and Oconee County. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

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

(c)      Prior to the adoption by Pickens County Council and Oconee County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall be held by Pickens County Council and Oconee County Council. Notice of such public hearings shall be published in newspapers of general circulation in Pickens County and Oconee 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 Section 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 S.C. Code (“*Non-Qualifying Site*”), the County in which such property is located 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.



**Section 4 Fees 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 Park 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.

**Section 6 Allocation of Expenses.** Pickens County and Oconee 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 Pickens County portion of the Park:

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

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

- |    |                |      |
|----|----------------|------|
| A. | Pickens County | 0%   |
| B. | Oconee 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.

**Section 7 Allocation of Revenues.** Pickens County and Oconee 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 County and a project related to the project located in the respective County's portion of 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 Pickens County portion of the Park:

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

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

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

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 Park Agreement. 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 Park Agreement.

**Section 8 Revenue Allocation within Each County.**

(a) Pickens County has, pursuant to Ordinance No. 452 enacted by the Pickens County Council on February 6, 2012 (“*Ordinance No. 452*”), set forth the manner in which Pickens County is to be reimbursed for Park Expenses (as defined in Ordinance No. 452) and the manner in which fees-in-lieu of ad valorem taxes for jointly developed industrial or business parks are to be allocated to Pickens County Taxing Entities (as defined in Ordinance No. 452). Revenues allocable to Pickens County by way of fees in lieu of ad valorem taxes generated from properties located in Pickens County shall be distributed among Pickens County Taxing Entities in accordance with Ordinance No. 452, as the operative terms of Ordinance No. 452 may be amended by subsequent ordinance of the Pickens County Council from time to time. Revenues received by Pickens County by way of fees in lieu of taxes from Park property in Oconee County shall be retained by Pickens County.

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

**Section 9 Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the S.C. Code.** It is hereby agreed that the entry by Pickens County into any one or more fee in lieu of ad valorem tax agreements pursuant to Title 4 or Title 12 of the S.C. Code or any successor or comparable statutes (“*Negotiated Fee in Lieu of Tax Agreements*”), with respect to Park property located within Pickens County and the terms of such Negotiated Fee in Lieu of Tax Agreements shall be at the sole discretion of Pickens County. It is further agreed that entry by Oconee County into any one or more Negotiated Fee in Lieu of Tax Agreements with respect to Park property located within Oconee County and the terms of such Negotiated Fee in Lieu of Tax Agreements shall be at the sole discretion of Oconee County.

**Section 10 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 S.C. Code, allocation of the assessed value of property within the Park to Pickens County and Oconee County and to each of the taxing entities within the participating Counties shall be 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 7 and Section 8 of this Park Agreement.

**Section 11 Applicable Ordinances and Regulations.** 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 Pickens County 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 Oconee County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in Oconee County unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

**Section 12 Law Enforcement 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. 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. If any of the Park properties located in either Pickens County or Oconee 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.

**Section 13 Emergency Services.** All emergency services to properties located in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the respective County in which such property is located.

**Section 14 South Carolina Law Controlling.** This Park 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 S.C. Code.

**Section 15 Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Park 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 Park Agreement.

**Section 16 Counterpart Execution.** This Park 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.

**Section 17 Term; Termination.** This Park Agreement shall extend for a term ending December 31, 2055, or such later date as shall be specified in any amendment hereto. Notwithstanding the foregoing provisions of this Park Agreement or any other provision in this Park Agreement to the contrary, this Park Agreement shall not expire and may not be terminated to the extent that Pickens County or Oconee County has outstanding contractual covenants, commitments, or agreements to any owner or lessee of Park property respecting the inclusion of property owned or leased by such owner or lessee in a joint county industrial or business park, as any such agreement may be amended, modified, or supplemented from time to time, or in the case that other incentives require the inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park, unless the County in which such property is located

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 S.C. Code, which inclusion is effective immediately upon termination of this Park Agreement.

*[Remainder of Page Left Blank; Signature Pages Follow]*

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

**PICKENS COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Chairman, Pickens County Council

(SEAL)

**ATTEST:**

\_\_\_\_\_  
Clerk to County Council

*[Signatures Continued on Following Page]*

*[Signatures Continued from Previous Page]*

**OCONEE COUNTY, SOUTH CAROLINA**

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Chairman, Oconee County Council

*(SEAL)*

**ATTEST:**

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Clerk to County Council

**EXHIBIT A**

**Pickens County Properties**

<b>Parcel ID (as of Effective Date)</b>	<b>Address</b>	<b>Owner (as of Effective Date)</b>
4086-00-78-0413	Ruhmah Rd	Pickens County
4086-00-67-9106	Chastain Rd	Pickens County

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

*[MCIP Agreement (Cantrell Tract)]*

**EXHIBIT B**

**Oconee County Properties**

NONE

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*[MCIP Agreement (Cantrell Tract)]*



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2024-15**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT, BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND A COMPANY CURRENTLY IDENTIFIED AS PROJECT SPARK, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES, AND OTHER PROJECT COMPANIES (COLLECTIVELY “COMPANY”); PROVIDING FOR A FEE IN LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; CREATING OR MODIFYING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF SUCH PARK; AND OTHER RELATED MATTERS.**

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

**WHEREAS**, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on April [], 2024, an inducement resolution (the “Inducement Resolution”) with respect to certain proposed investment by [] (the “Company”) which was known to the County at the time as “Project Spark”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings, and other real and/or tangible personal property to constitute a new or expanded facility in the County for the [*project purpose*] (collectively, the “Project”);

**WHEREAS**, the Company has represented that the Project will involve an investment of approximately \$14,380,000 in “economic development property” (as such term is defined in the FILOT Act) subject (non-exempt) to *ad valorem* taxation (in the absence of the Fee Agreement) in the County and the creation of approximately 150 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement);

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

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

**WHEREAS**, the County has caused to be prepared and presented to the Council the form of an agreement for Development of a Joint County Industrial Park (Project Spark) by and between the County and Pickens County (“MCIP Agreement”), 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 shall be located in a “Park” upon the approval of this Ordinance by the County and the approval of a separate ordinance by the Pickens County Council;<sup>1</sup>

**WHEREAS**, pursuant to the Inducement Resolution, the County identified the Project as a “project” for purposes of the FILOT Act and indicated the County’s intent to (a) enter into a FILOT Agreement with the Company, the substantially final form of which is attached as Exhibit B and incorporated herein by reference (the “Fee Agreement”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain infrastructure credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

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

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

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

- (a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act;
- (b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally;
- (c) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;
- (d) The purposes to be accomplished by the Project are proper governmental and public purposes; and
- (e) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms, and provisions of the Fee Agreement and the MCIP Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement and the MCIP Agreement were set out in this Ordinance in their entirety. The Chairman of the County Council and/or the County Administrator are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement and the MCIP Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement and the MCIP Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Oconee County Auditor and Assessor. The Fee Agreement and the MCIP Agreement are to be in substantially the form now before this meeting and hereby approved, with such minor changes therein as shall be approved by the officials of the County executing the same, upon advice of counsel to the County, and as are not materially adverse to the County, such official’s execution thereof to constitute conclusive evidence of such official’s approval of any

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<sup>1</sup> This is provided the Land and Project are not, or will not be, located within and subject to an existing joint county industrial and business park.

and all changes or revisions therein from the form the Fee Agreement and the MCIP Agreement now before this meeting.

Section 3. 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 MCIP Act and Article VIII, Section 13(D) of the State Constitution on terms which provide, for all jobs created at the Project through the end of the investment period set forth in the Agreement, any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks, and on terms, and for a duration, which facilitate the special source revenue credits. Sharing of expenses and revenues of the County and any partner county shall be as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

Section 4. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the MCIP Agreement and the performance of all obligations of the County thereunder.

Section 5. The provisions of this ordinance are hereby declared to be separable and if any section, phrase, or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 6. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]  
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**ENACTED** in meeting duly assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**OCONEE COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
Matthew Durham  
Chairman of County Council

ATTEST:

By: \_\_\_\_\_  
Jennifer C. Adams  
Clerk to County Council

First Reading: April 16, 2024  
Second Reading: May 7, 2024  
Public Hearing: May 21, 2024  
Third Reading: May 21, 2024

**EXHIBIT A**  
**DESCRIPTION OF LAND**

**EXHIBIT B**  
**SUBSTANTIALLY FINAL FORM OF FEE AGREEMENT**

**EXHIBIT C**  
**SUBSTANTIALLY FINAL FORM OF MCIP AGREEMENT**

**STATE OF SOUTH CAROLINA**

**COUNTY OF OCONEE**

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

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Jennifer C. Adams  
Clerk, Oconee County Council

Dated: \_\_\_\_\_, 2024



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 16, 2024  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE [Brief Statement]:**

Council consideration to approve an inducement resolution and fee agreement between Project Spark and Oconee County to enter into a FILOT and SSRC agreement for expansion of the company's manufacturing operation.

**BACKGROUND DESCRIPTION:**

Project Spark is a world-wide manufacturer that is considering the expansion of its Oconee County operation. The proposed project would include the purchase and installation of new machinery, building improvements and new hires. If the project proceeds, it is expected to result in a capital investment of more than \$14,000,000 and 150 new jobs.

The Oconee Economic Alliance (OEA) has been working the company since 2023 and discussed with them several incentives to secure the project. OEA has recommended the following incentives for Project Spark:

1. A 30-Year FILOT that will provide a fixed assessment rate of 6% and fixed millage rate of 214.9 mills for the term of the agreement.
2. A 7-Year SSRC that will provide a credit of 60%.

**SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:**

- Support for existing industry is Oconee County's top economic development priority and assisting manufacturers that seek to grow and strengthen their operations is one way we do this.
- Project Spark is a long-standing Oconee County manufacturer that has contributed significantly to our local economy.

**FINANCIAL IMPACT [Brief Statement]:**

- The project would generate approximately \$308,000 in property taxes over the first 10 years and \$621,697 over the 30 years.
- The FILOT and SSRC represent an incentive or property tax reduction of approximately \$168,911 over the first 10 years and \$274,264 over 30 years from the standard ad valorem taxes which would include the state statutory 5-year manufacturers abatement against the county portion of the millage.

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

**Approved by:** \_\_\_\_\_ **Finance**

**ATTACHMENTS**

**STAFF RECOMMENDATION [Brief Statement]:**

It is the staff's recommendation that Council approve the fee agreement for Project Spark.

*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.*

**Submitted or Prepared By:**

**Approved for Submittal to Council:**

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**Jamie Gilbert, Economic Development Director**

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**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  
RESOLUTION 2024-07**

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND THE UNITED STATES DEPARTMENT OF THE ARMY / SECRETARY OF THE ARMY FOR THE LAKE HARTWELL PROJECT; LEASE NO. DACW21-1-24-0015.**

**WHEREAS**, Oconee County, South Carolina (“County”) desires to continue its lease rights for public parks and recreational purposes in relation to the “Lake Hartwell Project,” which consists of various properties of the United States of America, Department of the Army, Secretary of the Army (the “Secretary”), and the Secretary desires to provide for the continuation of such lease rights;

**WHEREAS**, the Secretary has therefore agreed to enter into a new lease agreement for the Lake Hartwell Project, which is attached hereto as Exhibit A, and which is identified as Lease No. DACW21-1-24-0015 (the “Lease”); and

**WHEREAS**, the Oconee County Council (“Council”) has reviewed the form of the Lease 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, 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**, it is hereby resolved by the Oconee County Council, in meeting duly assembled, that:

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

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such other 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 Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

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

**RESOLVED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

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Jennifer C. Adams  
Clerk to County Council

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Matthew Durham  
Chair, Oconee County Council

**DEPARTMENT OF THE ARMY**  
**LEASE TO NON-STATE GOVERNMENTAL AGENCIES**  
**FOR PUBLIC PARK AND RECREATIONAL PURPOSES**  
**LAKE HARTWELL PROJECT**  
**OCONEE COUNTY, SOUTH CAROLINA**

**THIS LEASE**, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and **OCONEE COUNTY**, hereinafter referred to as the Lessee,

**WITNESSETH:**

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in EXHIBITS "A1," "A2," "A3," "A4," "A5," "A6," "A7," "A8," "A9," "A10," "A11," and "A12" attached hereto and made a part hereof, hereinafter referred to as the premises, for public park and recreational purposes.

**THIS LEASE** is granted subject to the following conditions:

**1. TERM**

Said Premises are hereby leased for a term of Ten (10) years, beginning February 21, 2024 and ending February 20, 2034.

**2. CONSIDERATION**

The consideration for this lease is the operation and maintenance of the Premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

**3. NOTICES**

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to Oconee County Administrator's Office, Attention: Parks, Recreation & Tourism Director, 415 Pine Street, Walhalla, South Carolina, 29691, and, if to the United States, to the District Engineer, Attn: Chief, Real Estate Division, 100 West Oglethorpe Avenue, Savannah, Georgia 31401-3640, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if

and when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

#### **4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Real Estate Contracting Officer ", or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sub-lessees, assignees, transferees, successors and their duly authorized representatives.

#### **5. DEVELOPMENT PLANS**

The Lessee shall be guided by an annual Plan of Operation and Maintenance in furtherance of the Lessee's implementing Plan of Recreation Development and Management (Development Plan) attached as **Exhibit B** which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sub-lessees. No later than February 20<sup>th</sup> of each year the Lessee will submit the annual Plan to be mutually agreed on between the Lessee and the Real Estate Contracting Officer. Such annual Plan shall include but is not limited to the following:

**a.** Plans for management, maintenance and development activities to be undertaken by the Lessee and any sub-lessees.

**b.** Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.

**c.** Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year.

**d.** Minor modifications to the Development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased Premises.

**e.** Budget of the Lessee for carrying out all activities for the upcoming year.

**f.** Personnel to be used in the management of the leased Premises.

**g.** Annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disabilities Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

**h.** The use and occupation of the Premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer. During the term of the lease, the Real Estate Contracting Officer will notify the Lessee of any updates to the existing project Master Plan affecting the Premises and the Lessee may provide comments.

## **6. STRUCTURE AND EQUIPMENT**

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the Premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on **RESTORATION**. However, no structures may be erected or altered upon the Premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the Real Estate Contracting Officer. The Real Estate Contracting Officer may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

## **7. APPLICABLE LAWS AND REGULATIONS**

**a.** The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the Premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

**b.** The Lessee will provide an annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disability Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

## **8. CONDITION OF PREMISES**

**a.** The Lessee acknowledges that it has inspected the Premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

**b.** As of the date of this lease, an inventory and condition report of all personal property and improvements of the United States included in this lease shall be made by the Real Estate Contracting Officer and the Lessee to reflect the condition of said property and improvements. A copy of said report is attached hereto as **Exhibit X** and made a part hereof. Upon the expiration, revocation or termination of this lease, another inventory and condition report shall be similarly prepared. This report shall constitute the basis for settlement for property damaged or destroyed. Any such property must be either replaced or restored to the condition required by the condition on **PROTECTION OF PROPERTY**.

## **9. FACILITIES AND SERVICES**

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on **DEVELOPMENT PLANS** either directly or through subleases or concession agreements that have been reviewed and accepted by the Real Estate Contracting Officer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third party activities have been approved by the Real Estate Contracting Officer. The Lessee will not allow any third party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sublessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

## **10. TRANSFERS, ASSIGNMENTS, SUBLEASES**

**a.** Without prior written approval of the Real Estate Contracting Officer, the Lessee shall neither transfer nor assign this lease nor sublet the Premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

**b.** The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the Premises. The Lessee will not subdivide nor develop the Premises into private residential development.

## **11. FEES**

Fees may be charged by the Lessee for the entrance to or use of the Premises or any facilities, however, no user fees may be charged by the Lessee or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.



## **12. ACCOUNTS, RECORDS AND RECEIPTS**

All monies received by the Lessee from operations conducted on the Premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the Premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the Real Estate Contracting Officer. The Lessee shall establish and maintain accurate records and accounts and provide an annual statement of receipts and expenditures to the Real Estate Contracting Officer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The Real Estate Contracting Officer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the Real Estate Contracting Officer with the results of such an audit.

## **13. PROTECTION OF PROPERTY**

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the Real Estate Contracting Officer, or at the election of the Real Estate Contracting Officer, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the Real Estate Contracting Officer.

## **14. RIGHT TO ENTER AND FLOOD**

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the Premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

**15. LIGHTS, SIGNALS AND NAVIGATION**

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the Real Estate Contracting Officer shall be installed and maintained by and at the expense of the Lessee.

**16. INSURANCE**

a. At the commencement of this lease, the Lessee, unless self-insured, and its sub-lessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum Combined Single Limit of \$250,000, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the Real Estate Contracting Officer a copy of the policy or policies, or, if acceptable to the Real Estate Contracting Officer, certificates of insurance evidencing the purchase of such insurance. The Real Estate Contracting Officer shall have the right to review and revise the amount of minimum liability insurance required.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the Real Estate Contracting Officer be given thirty (30) days notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the Real Estate Contracting Officer. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The Real Estate Contracting Officer may require closure of any or all of the Premises during any period for which the Lessee and/or its sub-lessees and concessionaires do not have the required insurance coverage.

**17. RESTORATION**

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the Premises, remove the property of the Lessee, and restore the

Premises to a condition satisfactory to the Real Estate Contracting Officer. If, however, this lease is revoked, the Lessee shall vacate the Premises, remove said property therefrom, and restore the Premises to the aforesaid condition within such time as the Real Estate Contracting Officer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the Premises, then, at the option of the Real Estate Contracting Officer, said property shall either become the property of the United States without compensation therefor, or the Real Estate Contracting Officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the Premises.

### **18. NON-DISCRIMINATION**

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased Premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural And Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sublessees and assignees.

### **19. SUBJECT TO EASEMENTS**

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the Premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the Real Estate Contracting Officer, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the Real Estate Contracting Officer.

### **20. SUBJECT TO MINERAL INTERESTS**

This lease is subject to all outstanding mineral interests. As to federally owned

mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the Premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

## **21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT**

**a.** The Lessee and/or any sub-lessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the Real Estate Contracting Officer. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by sub-lessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the Premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the Premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

**b.** This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the Real Estate Contracting Officer in the manner prescribed in the Condition on **NOTICES**.

## **22. HEALTH AND SAFETY**

**a.** The Lessee shall keep the Premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the Premises in such a manner.

**b.** In addition to the rights of revocation for non-compliance, the Real Estate Contracting Officer, upon discovery of any hazardous conditions on the Premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the Premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected within the time specified, the Real Estate Contracting Officer will have the option to: (1) correct the hazardous conditions and collect the cost of repairs from the Lessee; or, (2) revoke the lease. The Lessee and its assignees or sub-lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

### 23. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the Premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the Premises and provide safety and security to the visiting public.

### 24. PROHIBITED USES

a. The Lessee shall not permit gambling on the Premises or install or operate, or permit to be installed or operated thereon, any device which is illegal, or use the Premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the Premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special use permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the Real Estate Contracting Officer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense, or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the Premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

### 25. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Premises, except as may be authorized under and pursuant to the Development Plan described in the Condition on **DEVELOPMENT PLANS** herein. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

### 26. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 1701-1709) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

**b.** "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payments that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

**c.**

**(1)** A Claim by the Lessee shall be made in writing and submitted to the Real Estate Contracting Officer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Real Estate Contracting Officer.

**(2)** For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that—

**(i)** the claim is made in good faith; and

**(ii)** supporting data are accurate and complete to the best of the Lessee's knowledge and belief;

**(iii)** and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

**(3)** If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by –

**(i)** a senior company official in charge of the Lessee's location involved; or

**(ii)** an officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

**d.** For Lessee claims of \$100,000 or less, the Real Estate Contracting Officer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the Real Estate Contracting Officer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

**e.** The Real Estate Contracting Officer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the Real Estate Contracting Officer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest or the amount found due and unpaid by the Government from (1) the date the Real Estate Contracting Officer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Real Estate Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on **CONSIDERATION**.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, or action arising under the lease, and comply with any decision of the Real Estate Contracting Officer.

## **27. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, including sewage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Lessee, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

**28. ENVIRONMENTAL CONDITION OF PROPERTY**

~~An Environmental Condition of Property (ECP) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto. Upon expiration, revocation or relinquishment, a new ECP shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on RESTORATION.~~

CONDITION DELETED

**29. HISTORIC PRESERVATION**

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

**30. SOIL AND WATER CONSERVATION**

The Lessee shall maintain in a manner satisfactory to the Real Estate Contracting Officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the Premises. Any soil erosion occurring outside the Premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the Real Estate Contracting Officer.

**31. TRANSIENT USE**

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites.

b. Occupying any lands, buildings, vessels or other facilities within the Premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees residing on the Premises for security purposes, if authorized by the Real Estate Contracting Officer.



**32. COVENANT AGAINST CONTINGENT FEES**

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

**33. OFFICIALS NOT TO BENEFIT**

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

**34. MODIFICATIONS**

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

**35. DISCLAIMER**

This lease is effective only insofar as the rights of the United States in the Premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 1344).

**36. DETERMINATION REGARDING EXECUTIVE ORDER 13658**

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of labor in 29 CFR Part 10 pursuant to the Executive Order, and the following provisions.

**a. Minimum Wages.**

**(1)** Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

**(2)** The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Orders beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

**(3)** The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

**(4)** The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

**(5)** If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the

Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

**b. Withholding.** The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

**c. Contract Suspension/Contract Termination/Contractor Debarment.** In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR Part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR Part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

**d.** The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

**e.** Nothing herein shall relieve the contractor of any obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

**f. Payroll Records.**

**(1)** The contractor shall make and maintain for three years of records containing the information specified in paragraphs f(1)(i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representative of the Wage and Hour Division of the U.S. Department of Labor:

- (i)** Name, address, and social security number.
- (ii)** The worker's occupation(s) or classification(s).
- (iii)** The rate or rates of wages paid.

**(iv)** The number of daily and weekly hours worked by each worker.

**(v)** Any deductions made; and

**(vi)** Total wages paid.

**(2)** The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

**(3)** Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR Part 10 and this contract, and in the cause of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

**(4)** The contractor shall permit authorized representative of the Wage and Hour Division to conduct investigation, including interviewing workers at the worksite during normal working hours.

**(5)** Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulation; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

**g.** The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

**h. Certification of Eligibility.**

**(1)** By entering into this contract, the contractor (an officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

**(2)** No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

**(3)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**i.** Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

**(1)** The employer must inform the tipped employee in advance of the use of the tip credit;

**(2)** The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

**(3)** The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

**(4)** The employer must be able to show by records that the tipped employee received at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

**j.** Anti-retaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR Part 10, or has testified or is about to testify in any such proceeding.

**k.** Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

**l.** Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the

Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

I. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

### **37. EXECUTIVE ORDER 13658 HOLD HARMLESS AND INDEMNIFICATION**

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

### **38. EXECUTIVE ORDER 13706**

a. Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease. This contract is subject

to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

**b. Paid Sick Leave.**

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

**c. Withholding.**

The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

**d. Contract Suspension/Contract Termination/Contractor Debarment.**

In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a

contractor and subcontractor as provided in 29 CFR 13.52.

**e.** The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

**f.** Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

**g.** Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an



- employee's accrual or use of paid sick leave;
- (xiii) The relevant covered contract;
  - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
  - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)
- (i) If a contractor wishes to distinguish between an employee's covered and noncovered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.
  - (ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or;
  - (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

- (4)
- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
  - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.141(1), respectively.
  - (iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.51(1)(iv) (as described in 29 CFR 13.51(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

**h.** The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

**i. Certification of Eligibility.**

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**j. Interference/Discrimination.**

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying, or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

- (i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;
- (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;
- (iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or
- (iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

**k. Waiver.**

Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

**l. Notice.**

The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may

post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

**m. Disputes concerning labor standards.**

Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**{SIGNATURE PAGES TO FOLLOW}**

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Savannah District  
Real Estate Contracting Officer

**THIS LEASE** is also executed by the Lessee this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Oconee County

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

## CERTIFICATE OF AUTHORITY

I \_\_\_\_\_ (name) certify that I am the \_\_\_\_\_ (title) of Oconee County, that \_\_\_\_\_ (signator of outgrant) who signed the foregoing instrument on behalf of the grantee was then \_\_\_\_\_ (title of signator of outgrant) of Oconee County. I further certify that the said officer was acting within the scope of powers delegated to this governing body of the grantee in executing said instrument.

**Oconee County**

\_\_\_\_\_  
Clerk or Appropriate Official

Date: \_\_\_\_\_

(AFFIX SEAL)

## DEVELOPMENT PLANS

The Lessee shall be guided by an annual Plan of Operation and Maintenance in furtherance of the Lessee's implementing Plan of Recreation Development and Management (Development Plan) attached as Exhibit B which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sub-lessees. No later than February 20<sup>th</sup> of each year the Lessee will submit the annual Plan to be mutually agreed on between the Lessee and the Real Estate Contracting Officer. Such annual Plan shall include but is not limited to the following:

- a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sub-lessees. **Oconee County Parks, Recreation & Tourism will manage and maintain daily activities as well as any development activity for these sites. Currently, over the next 10-year lease cycle, we anticipate only maintenance of existing inventory. Capital maintenance may include the replacement of an existing playground and/or comfort stations as well as general asphalt maintenance for roads and/or parking areas. The only item that has been preliminarily discussed as an addition is a fishing dock or pier at Friendship to enhance bank fishing opportunities.**
- b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year. **Oconee County Parks, Recreation & Tourism will manage and maintain daily activities as well as any development activity for these sites. This past year, the following items were completed.**
  - i. **With approval from the USACE, we completed a shoreline management project, enhanced the parking area and added a new courtesy dock at South Union.**
  - ii. **With approval from the USACE, we completed an erosion control project and small expansion of the boat prep and launch area at Mullins Ford Recreation Area.**
- c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year. **None planned**
- d. Minor modifications to the Development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased Premises. **None planned**
- e. Budget of the Lessee for carrying out all activities for the upcoming year. **\$35,000 for daily operations and maintenance**
- f. Personnel to be used in the management of the leased Premises. **Oconee County Parks, Recreation and Tourism staff**
- g. Annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disabilities Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction. **All water and sanitary systems are maintained by Oconee County Parks, Recreation and Tourism staff**
- h. The use and occupation of the Premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer. During the term of the lease, the Real Estate Contracting Officer will notify the Lessee of any updates to the existing project Master Plan affecting the Premises and the Lessee may provide comments.

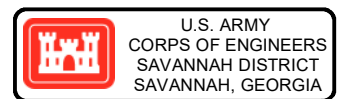
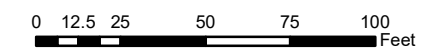


### Legend

### Park Facilities

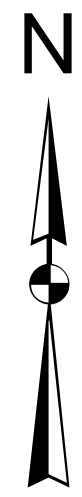
-  Boat Ramp
-  RECSITE
-  Project Boundary






**Barton's Mill Access  
#4**



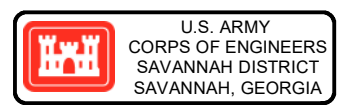
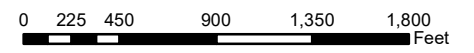
Hartwell Lake  
Georgia and South Carolina  
**MASTER PLAN**  
2021 Update





- Legend**
- Park Facilities**
-  Boat Ramp
  -  Hiking Trail
  -  Parking
  -  RECSITE
  -  Project Boundary

**Choestoea Recreation  
Area #13**












Hartwell Lake  
Georgia and South Carolina  
**MASTER PLAN**  
2021 Update

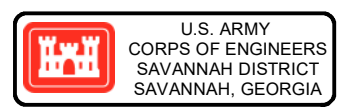
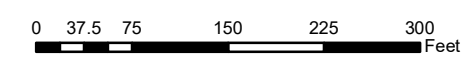


**Legend**

**Park Facilities**

-  Boat Ramp
-  Parking
-  Picnic Area
-  Picnic Shelter
-  Playground
-  Restroom
-  Swim Beaches
-  RECSITE
-  Project Boundary

**Fair Play  
#25**











Hartwell Lake  
Georgia and South Carolina  
**MASTER PLAN**  
2021 Update

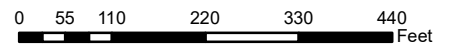


**Legend**

**Park Facilities**

-  Boat Ramp
-  Parking
-  Picnic Area
-  Playground
-  Restroom
-  Swim Beaches
-  RECSITE
-  Project Boundary

**Friendship  
#27**







Hartwell Lake  
Georgia and South Carolina  
**MASTER PLAN**  
2021 Update

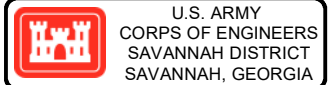
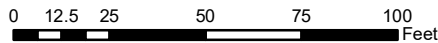


**Legend**

**Park Facilities**

-  Boat Ramp
-  Parking
-  RECSITE
-  Project Boundary

**Holders Landing  
#35**






Hartwell Lake  
Georgia and South Carolina  
**MASTER PLAN**  
2021 Update

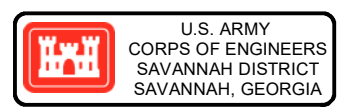
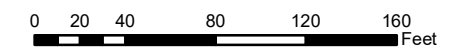


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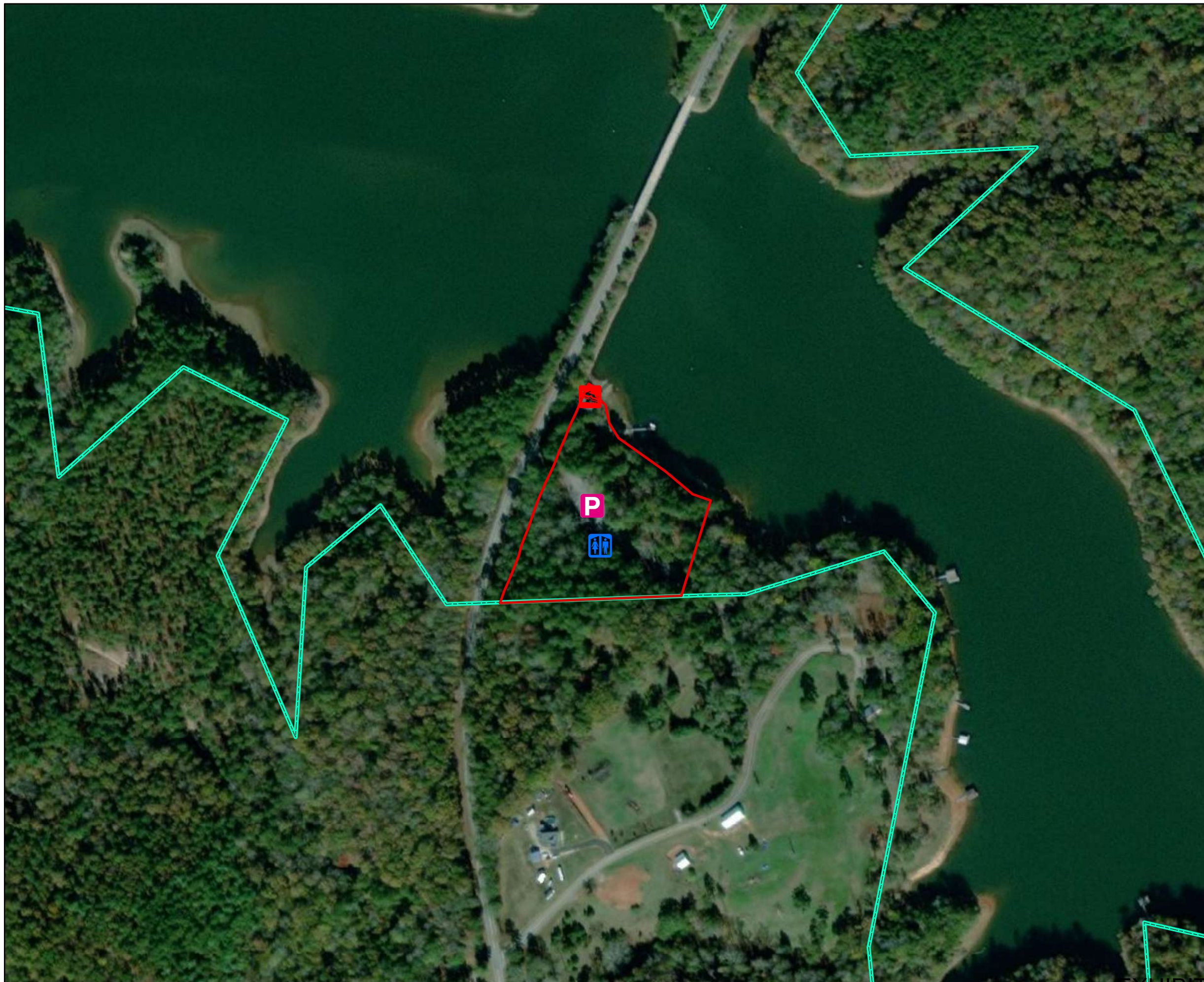
**Park Facilities**

-  Boat Ramp
-  RECSITE
-  Project Boundary

**Lakeshore Access  
#44**



Hartwell Lake  
Georgia and South Carolina  
**MASTER PLAN**  
2021 Update

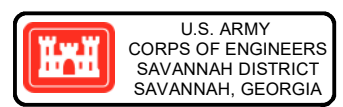
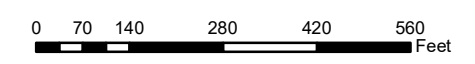


### Legend

### Park Facilities

-  Boat Ramp
-  Parking
-  Restroom
-  RECSITE
-  Project Boundary

**Lawrence Bridge  
#45**






Hartwell Lake  
Georgia and South Carolina  
**MASTER PLAN**  
2021 Update

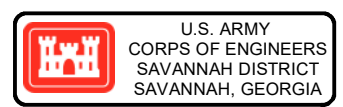
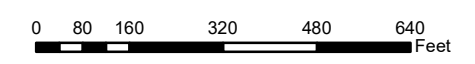


### Legend

### Park Facilities

-  Parking
-  Picnic Shelter
-  Restroom
-  RECSITE
-  Project Boundary

**Mt. Bay #50**







Hartwell Lake  
Georgia and South Carolina  
**MASTER PLAN**  
2021 Update



### Legend

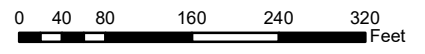
### Park Facilities

-  Boat Ramp
-  Parking
-  Picnic Area
-  Restroom

 RECSITE

 Project Boundary

**Mullins Ford  
#51**







Hartwell Lake  
Georgia and South Carolina  
**MASTER PLAN**  
2021 Update



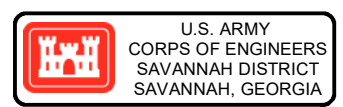
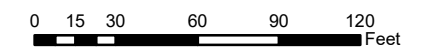


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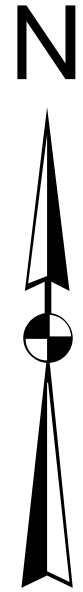
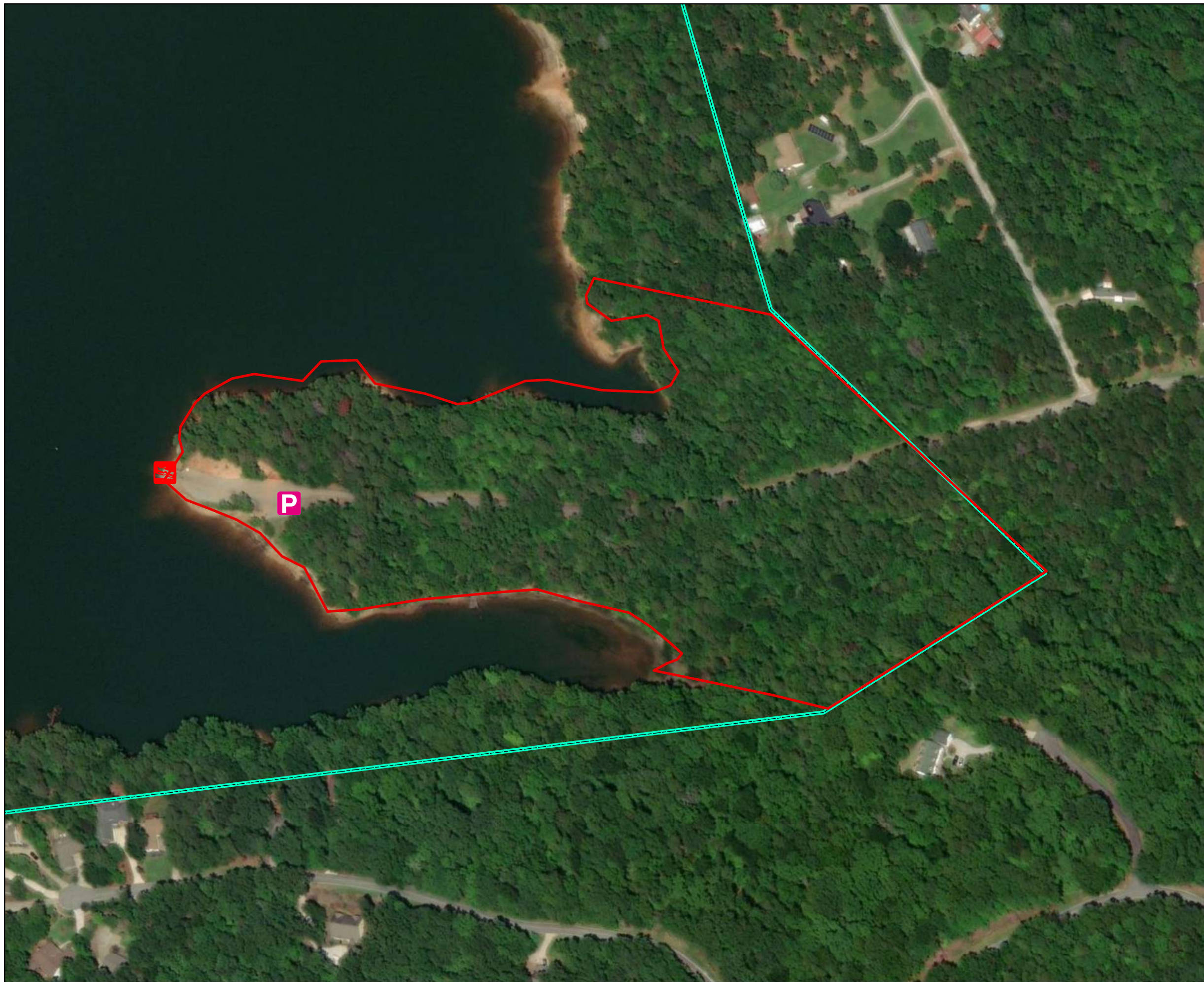
**Park Facilities**

-  Boat Ramp
-  Parking
-  RECSITE
-  Project Boundary

**Port Bass Access  
#54**







Hartwell Lake  
Georgia and South Carolina  
**MASTER PLAN**  
2021 Update

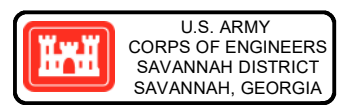
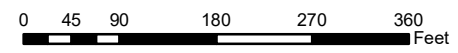


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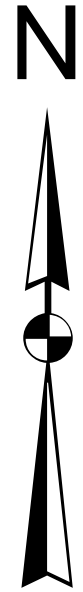
**Park Facilities**

-  Boat Ramp
-  Parking
-  RECSITE
-  Project Boundary

**South Union Access  
#66**



Hartwell Lake  
Georgia and South Carolina  
**MASTER PLAN**  
2021 Update



**Legend**

**Park Facilities**



Boat Ramp



Parking

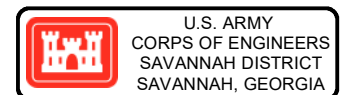
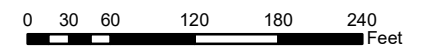


RECSITE



Project Boundary

**Timberlake Access  
#71**



Hartwell Lake  
Georgia and South Carolina  
**MASTER PLAN**  
2001 Update

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

**A RESOLUTION PROVIDING PRELIMINARY APPROVAL PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, FOR THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT SPARK, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES, AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; CREATING OR MODIFYING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK AGREEMENT BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO ESTABLISH OR ENLARGE THE PARK; AND OTHER RELATED MATTERS.**

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

WHEREAS, the Company, identified for the time being as Project Spark, proposes to invest in, or cause others to invest in, development, construction, installation and operation, as applicable, certain facilities on real property to conduct its manufacturing facility in the County ("Project"), which the Company expects will result in the creation of approximately 150 new, full-time equivalent jobs and investment of approximately \$14,380,000 in taxable property;

WHEREAS, based solely on the information supplied to it by the Company, the County has determined the Project would subserve the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the employment and investment associated therewith, which contribute to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by offering the FILOT, SSRCs, MCIP, and certain other incentives; and

WHEREAS, in connection with offering incentives, the County desires to enter into a Fee-in-Lieu of Ad Valorem Taxes and SSRC Agreement (“Fee Agreement”) with the Company.

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

Section 1. As contemplated by Section 12-44-40(I) of the Code, based solely on information provided to the County by the Company, the County makes the following findings and determinations: (a) the Project will constitute a “project” within the meaning of the FILOT Act; (b) the Project, and the County’s actions herein, will subserve the purposes of the FILOT Act; (c) the Project is anticipated to benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise provided locally; (d) the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; (e) the purposes to be accomplished by the Project are proper governmental and public purposes; (f) the benefits of the Project are greater than the costs; and (g) the Project will have a substantial public benefit.

Section 2. Subject to the provisions of the Act and to the discretionary final approval by the Council through adoption of an ordinance (“Approving Ordinance”), the County Council Chair and other officials of the County as may be designated by the Approving Ordinance intend to enter a Fee Agreement with the Company containing the terms and conditions summarized in the proposed term sheet appended hereto as Attachment A, which is incorporated in this Resolution by reference as if fully set forth in this Resolution, and other terms and conditions as may be authorized by the Approving Ordinance. Each capitalized term used, but not defined, in Attachment A has the meaning ascribed to that term in this Resolution.

Section 3. All orders, resolutions, and parts thereof in conflict herewith are to the extent of that conflict hereby repealed. This Resolution shall take effect and be in full force upon adoption by the Council.

[SIGNATURE PAGE AND ONE ATTACHMENT FOLLOW]  
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Approved and adopted: April [], 2024

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Matthew Durham, Chairman  
Oconee County Council

[SEAL]

ATTEST:

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

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

Company Commitments:	\$14,380,000 aggregate, taxable investment; 150 aggregate, new, full-time equivalent jobs
Basic FILOT Terms:	6% assessment ratio; fixed millage rate 214.9 mills; investment period beginning on date economic development property is initially placed in service and ending 5 years after commencement date; 20-year payment period for each annual increment of investment during investment period; real property not subject to reassessment
Multi-County Park:	In the County's discretion, all property of Company in County to be designated as part of a multi-county industrial or business park
SSRC (years/credit):	7-consecutive tax years, in an annual amount equal to 60% of each such year's FILOT Payments

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

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 16, 2024  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE [Brief Statement]:**

Council consideration to approve an inducement resolution and fee agreement between Project Spark and Oconee County to enter into a FILOT and SSRC agreement for expansion of the company's manufacturing operation.

**BACKGROUND DESCRIPTION:**

Project Spark is a world-wide manufacturer that is considering the expansion of its Oconee County operation. The proposed project would include the purchase and installation of new machinery, building improvements and new hires. If the project proceeds, it is expected to result in a capital investment of more than \$14,000,000 and 150 new jobs.

The Oconee Economic Alliance (OEA) has been working the company since 2023 and discussed with them several incentives to secure the project. OEA has recommended the following incentives for Project Spark:

1. A 20-Year FILOT that will provide a fixed assessment rate of 6% and fixed millage rate of 214.9 mills for the term of the agreement.
2. A 7-Year SSRC that will provide a credit of 60%.

**SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:**

- Support for existing industry is Oconee County's top economic development priority and assisting manufacturers that seek to grow and strengthen their operations is one way we do this.
- Project Spark is a long-standing Oconee County manufacturer that has contributed significantly to our local economy.

**FINANCIAL IMPACT [Brief Statement]:**

- The project would generate approximately \$308,000 in property taxes over the first 10 years and \$545,000 over 20 years.
- The FILOT and SSRC represent an incentive or property tax reduction of approximately \$254,459 over the first 10 years and \$390,939 over 20 years from the standard ad valorem taxes which would include the state statutory 5-year manufacturers abatement against the county portion of the millage.

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

**Approved by:** \_\_\_\_\_ **Finance**

**ATTACHMENTS**

**STAFF RECOMMENDATION [Brief Statement]:**

It is the staff's recommendation that Council approve the fee agreement for Project Spark.

*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.*



**Submitted or Prepared By:**

**Approved for Submittal to Council:**

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**Jamie Gilbert, Economic Development Director**

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**Amanda F. Brock, County Administrator**

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501 W. South Broad Street  
Walhalla, SC 29691  
864-638-4133 phone  
864-638-4132 fax  
oconeelibrary.org

April 1, 2024

Oconee County Council

415 S Pine St

Walhalla SC 29691

Dear Honorable Oconee County Council Members:

On June 19, 2023, Act No. 81 went into effect upon Governor McMaster's signature. Section 1.A. of this law amended Section 59-152-60 of the S.C. Code to state that the county public library staff located within a particular First Steps Partnership coverage area shall recommend one employee of the system for appointment by the county council to serve as a member of the local First Steps Partnership Board.

We write this letter to recommend formally that Kasey Swords, Youth Services Librarian, be appointed to the Oconee County First Steps local partnership board. If you have any questions or wish to further discuss this recommendation, please contact us at [bhinson@oconeesc.com](mailto:bhinson@oconeesc.com) or 864-364-5705.

Additionally, should you choose to appoint this member, we ask that you please notify the First Steps Local Partnership Executive Director. Thank you for your consideration.

Sincerely,

Blair T Hinson

Library Director

Oconee County Public Library

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: 4/16/24**  
**COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE: [Brief Statement]**

Consideration of subdivision permit fee waiver for Oconee County Habitat for Humanity

**BACKGROUND DESCRIPTION:**

The mission of Oconee County Habitat for Humanity and its 200 volunteer members is to eliminate poverty housing in Oconee County by giving families an opportunity to improve their standard of living by acquiring a home of their own. Oconee County Habitat has applied for an extension to the Pointe Place subdivision in West Union to add an additional 27 homes. After approval of the subdivision application, Habitat has set a goal of building 5 houses per year which would be available to Oconee County residents who qualify, based on need.

**SPECIAL CONSIDERATIONS OR CONCERNS: [only if applicable]**

**FINANCIAL IMPACT:**

Subdivision application fees total \$655

**ATTACHMENTS**

**STAFF RECOMMENDATIONS:**

**It is staff's recommendation to waive the subdivision review fee for Oconee County Habitat for Humanity.**

**Submitted or Prepared By:**

**Approved for Submittal to Council:**

\_\_\_\_\_  
**Department Head/Elected Official**

\_\_\_\_\_  
**Amanda F. Brock, County Administrator**

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**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 16, 2024  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE [Brief Statement]:**

Request for Council's approval for the submission of the 2024/2025 Oconee County Opioid Recovery Fund Technical Proposal to the South Carolina Opioid Recovery Fund (SCORF) Board.

**BACKGROUND DESCRIPTION:**

- The South Carolina Opioid Recovery Fund (SCORF) Board was created by legislation as a requirement of the South Carolina Opioid Settlement Allocation Agreement to manage and disburse funds within the South Carolina Opioid Recovery Fund.
- Guaranteed Political Subdivision Subfund are certain funds in the South Carolina Opioid Recovery Fund guaranteed to participating political subdivisions that are distributed by the South Carolina Opioid Recovery Fund Board to qualified applicants for approved abatement strategies.
- The Opioid Recovery Fund is settlement funding through a yearly requisition process to the State of South Carolina Opioid Recovery Fund (SCORF) Board.
- The abatement strategies or proposed projects are approved by the SCORF Board after requests for funding and yearly strategies have been submitted to them.
- Once abatement strategies and funding are approved by SCORF, awarded funds are sent back to Oconee County for program implementation(s).
- The Oconee Opioid Response Task Force has reviewed the attached applications and recommend that County Council approve the allotments based on said review.

**SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:**

Abatement Strategies were reviewed and approved by the Oconee County Task Force for Council consideration.

**FINANCIAL IMPACT [Brief Statement]:**

The South Carolina Opioid Recovery Guaranteed Political Subfunds do not require a county match. These funds may only be used for approved abatement strategies for addressing opioid use disorder and corresponding mental health and substance use disorders.

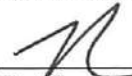
**ATTACHMENTS**

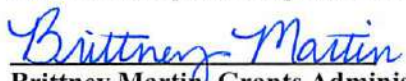
Oconee County Opioid Recovery Fund Technical Proposal  
Community Support Applications

**STAFF RECOMMENDATION [Brief Statement]:**

It is staff's recommendation that Council approve the Oconee County Opioid Recovery Fund Technical Proposal, based on the recommendations from the Oconee Opioid Response Task Force, for submission to the South Carolina Opioid Recovery Fund (SCORF) Board.

Submitted or Prepared By:

  
Zaq Smith, Opioid Response Coordinator

  
Brittney Martin, Grants Administrator

Approved for Submittal to Council:

  
Amanda F. Brock, County Administrator

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

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

**South Carolina Opioid Recovery Fund  
Guaranteed Political Subfund - Oconee County, SC**

<b>Applicant</b>	<b>Funds Requested</b>	<b>Project Description</b>	<b>Amount Eligible</b>	<b>Opioid Task Force Recommendation</b>
Oconee Addiction Recovery & Solutions (OARS)	\$ 244,420.00	Treatment and Recovery Support for Women	\$ 244,420.00	\$ 172,924.00
Kingdom Over Culture	\$ 163,460.00	Treatment and Recovery Support for Women	\$ 163,460.00	\$ 91,870.00
DAR Starlight Program	\$ 50,000.00	Residential Recovery for Mothers with Children	\$ 50,000.00	\$ 50,000.00
PlaySafe USA	\$ 110,000.00	Preventative Education to Students	\$ 110,000.00	\$ 110,000.00
	<b>\$ 567,880.00</b>		<b>\$ 567,880.00</b>	<b>\$ 424,794.00</b>
<b>Oconee County Request</b>				
Opioid Response Coordinator	\$ 72,936.00	Continue Program Management and Training	\$ 72,936.00	\$ 72,936.00
Training Yearly Consumables	\$ 4,450.00	Training Materials	\$ 4,450.00	\$ 4,450.00
First Responder Counseling Program	\$ 4,000.00	Mental Health and Wellness Support for First Responders	\$ 4,000.00	\$ 4,000.00
Public Education Campaign	\$ 36,600.00	Print and Radio Advertisements for Public Education	\$ 36,600.00	\$ 36,600.00
Opioid Response Task Force	\$ 1,500.00	Advertisements and Operational Expenses	\$ 1,500.00	\$ 1,500.00
After Recovery Hiring / Mentor Program	\$ 150,900.00	Hiring and Training Individuals, Based on Life After Lockup	\$ 150,900.00	\$ 150,900.00
Oconee County Sheriff's Office Awareness Displays	\$ 7,500.00	Opioid Use Prevention and Safe Practices	\$ 7,500.00	\$ 7,500.00
	<b>\$ 277,886.00</b>		<b>\$ 277,886.00</b>	<b>\$ 277,886.00</b>
			<b>Total</b>	<b>\$ 702,680.00</b>

## OCONEE COUNTY ABATEMENT STRATEGIES

Utilizing the South Carolina Guaranteed Political Subdivision Subfunds, Oconee County will continue to implement a multi-faceted approach for the prevention and treatment of opioid overuse to prevent loss of life and help individuals experiencing Opioid Use Disorder (OUD), Substance Use Disorder (SUD) and Mental Health Disorders. Oconee County identified multiple abatement strategies, based on the current needs of the community, with a primary focus on reversing overdoses, training first responders, schools, and families, preventative programs and community support.

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**Category:** Treatment

**Strategy:** Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

**Implementation Plan:** Oconee County currently has a Life After Lock-up Program. Using the model created through the success of this program, Oconee County would like to implement an “After Recovery Hiring Program” where individuals who have completed, at a minimum, 60-day treatment programs will be eligible to apply for Oconee County positions, based on need and availability. Applicants will be required to follow similar guidelines established for the Life After Lock-up Program.

**Process/Outcome Measures:** Oconee County looks to hire up to three (3) individuals for the initial phase of this program. The success of the program will be gauged by the ability of the individual to retain working at Oconee County while maintaining a life free of opioids and co-occurring substance use disorders.

**Budget for Strategy:** \$150,900.00

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**Category:** Treatment

**Strategy:** Identify successful recovery programs, such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

**Implementation Plan:** Oconee County created a subrecipient grant application for existing non-profits that provide opioid recovery / treatment services. The Opioid Response Task Force reviewed applications and made recommendations for Council consideration. Upon Council approval, the subrecipient applications are incorporated as part of Oconee County’s abatement strategies. The subrecipients will be required to adhere to the abatement strategies identified in their applications and submit quarterly reporting to Oconee County. Subrecipients approved for the upcoming fiscal year include Oconee Addiction Recovery & Solutions (OARS), Kingdom Over Culture and the DAR Starlight Program.

**Process/Outcome Measures:** Oconee County will monitor and maintain records of graduation rates, number of clients served, reported relapses, rearrests, and other key information related to persons with opioid use disorder that receive treatment via existing non-profits in the area. Oconee County will also visit locations and check progress on expanded services detailed in the subrecipients' applications.

**Budget for Strategy:** \$317,794.00

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**Category:** Prevention

**Strategy:** Funding media campaigns to prevent opioid misuse. Corrective advertising or affirmative public education campaigns based on evidence. Public Education relating to drug disposal.

**Implementation Plan:** Utilizing local media, Oconee County will launch three (3) campaigns over the course of a year. The media campaigns will correspond with times that first responders in Oconee County see higher numbers of opioid misuse and local initiatives, such as the Pill Take Back Day at the Oconee County Sheriff's Office. The Opioid Response Coordinator will also attend approximately three public expositions, such as the Home Health and Life Expo.

**Process/Outcome Measures:** Oconee County will retain records of advertisements that ran, including spots/times for radio ads, prints or digital copies of print advertisements and reach, if available. Oconee County will also post information on social media during the advertising campaigns to reach a broader demographic. Oconee County anticipates running spots on two (2) radio stations for 2 months and purchasing 2 to 4 print advertisements over 2 months for each campaign.

**Budget for Strategy:** \$36,600.00

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**Category:** Prevention

**Strategy:** Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

**Implementation Plan:** In 2023, the Opioid Response Coordinator conducted 17 training classes and trained 215 County personnel, community members, first responders on CPR First Aid, naloxone and overdose treatment. The funds requested under this strategy would allow the Opioid Response Coordinator to continue to host training programs and purchase necessary training consumables, including CPR masks, adapters and E-cards for certifications.

**Process/Outcome Measures:** The Opioid Response Coordinator will retain records on all training conducted, including the number of attendees, course materials, and frequency of training.

**Budget for Strategy:** \$4,450.00

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**Category:** Prevention

**Strategy:** Prevention of opioid use and abuse through providing educational materials, pamphlets, and other printed media to the public through displays at the Oconee County Sheriff's Office, distribution at community events, and upon request for presentations to a variety of public groups.

**Implementation Plan:** Display racks containing information brochures and packets will be displayed in the main lobby of the Oconee County Sheriff's Office during business hours. Additionally, pamphlets and other eye-catching displays will be used at community events where deputies can educate the public on the dangers of opioid use and abuse. The printed materials will be used to supplement other educational materials and will provide practical and useful information that participants can take with them for reference on their own time. Additionally, by implementing eye-catching graphics and displays, the likelihood of citizens engaging in discussion and retaining of the information presented increases, which increases the chances of them avoiding opioid use and abuse. The printed materials will be geared toward opioid and prescription drug abuse specifically.

**Process/Outcome Measures:** OCSO will keep displays stocked with informational pamphlets and will conduct several community events per year which will specifically target opioid use and abuse, opioid overdose prevention, and pill-takeback events where the material will be used to communicate the dangers with the participants. Outcome measures will vary; however, we hope to see a reduction on overdoses from opioid use as well as an increase in medications received through the pill-takeback program.

**Budget for Strategy:** \$7,500.00

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**Category:** Prevention

**Strategy:** School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

**Implementation Plan:** Oconee County created a subrecipient grant application for existing non-profits that provide opioid-related services. The Opioid Response Task Force reviewed applications and made recommendations for Council consideration. Upon Council approval, the subrecipient applications are incorporated as part of Oconee County's abatement strategies. PlaySafe is an existing non-profit in Anderson and Pickens Counties. This abatement strategy is for expanded services in Oconee County. The Opioid Addiction Awareness (OAA) program facilitates parental and student education, implements a more deliberate focus on student mental health, uses data collected on student-athletes self-reported use / misuse of drugs, and teaches students how to identify concerning behaviors in themselves and their peers.



**Process/Outcome Measures:** Oconee County will monitor reports of students and families who participate in the program and other key information related to opioid use / prevention.

**Budget for Strategy:** \$110,000.00

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**Category:** Other Strategies

**Strategy:** Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

**Implementation Plan:** Utilizing funds approved in 2023, Oconee County hired the Opioid Response Coordinator who has conducted training programs, assisted with program management, purchased supplies, managed response initiatives and assisted Emergency Services with opioid-related events, as needed. The Opioid Response Coordinator serves as staff liaison for the Oconee County Opioid Response Task Force and has met with local health agencies, first responders, non-profits and other community partners to discuss/address the needs of the community. The requested funds are for the retention of this position for continued program management.

**Process/Outcome Measures:** The Opioid Response Coordinator will serve as staff liaison for twelve (12) Oconee County Opioid Response Task Force meetings and host approximately 24 training sessions to first responders, Oconee County personnel and within the community. The Opioid Response Coordinator will attend three (3) community expositions. The Opioid Response Coordinator will also complete all necessary reporting for program reporting.

**Budget for Strategy:** \$72,936.00

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**Category:** Other Strategies

**Strategy:** Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

**Implementation Plan:** The Opioid Response Coordinator will coordinate with various agencies to schedule wellness and support services for first responders. Services are to include mental health first aid training, crisis intervention training and peer support training.

**Process/Outcome Measures:** The Opioid Response Coordinator will retain records on all training conducted, including the number of attendees, course materials, and frequency of training.

**Budget for Strategy:** \$4,000.00

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**Category:** Other Strategies

**Strategy:** Support efforts to provide leadership, planning, coordination, facilitation, training, and technical assistance to abate the opioid epidemic through activities, programs, or strategies.

**Implementation Plan:** The Oconee County Opioid Response Task Force was established and met for the first time on December 8, 2023. The Task Force established the 2024 calendar and intends to hold twelve (12) meetings a year. Meetings are advertised in the local paper each month and backup materials are printed for distribution and posted on the Oconee County website. The Task Force requires funding for the public notices and a small amount of funding for operational expenses. The Task Force also anticipates running advertisements when accepting community support applications from local non-profits.

**Process/Outcome Measures:** The Oconee County Task Force will purchase 12 public notices to notify the public of scheduled meetings. The Task Force will also purchase 2 advertisements for Community Support Applications.

**Budget for Strategy:** \$1,500.00

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Comprehensive abatement strategies and community partnerships are essential for effectively responding to the opioid overdose epidemic. The design, implementation and evaluation of these strategies will help ensure the efforts are responsive to what's happening within this community. Oconee County looks forward to the opportunity to partner with local organizations to combat the opioid overdose epidemic and change the lives of the families and individuals within our community.

**Total Request: \$702,680.00**

**Carry Forward Amount: \$100,659.00**

**Total Requested Allotment: \$602,021**



**Oconee County, South Carolina**  
**Opioid Response Community Support Request Form**



### **General**

This form should be filled out by organizations requesting financial assistance from the Oconee County Opioid Response Fund. Please contact the Oconee County Opioid Response Coordinator at (864) 638-4200, if you need any assistance. The most recent audited financial statements and a non-profit determination letter from the IRS or State will need to be provided along with this request.

### **Oconee County Opioid Recovery Funds**

The Oconee County Opioid Recovery Funds are guaranteed political sub-funds that are managed by the South Carolina Opioid Recover Fund (SCORF) Board. The Board was created by legislation as a requirement of the South Carolina Opioid Settlement Allocation Agreement to manage and disperse funds to eligible entities.

All funds must be used for one or more of the approved opioid remediation uses, which are categorized into Core Abatement Strategies and Approved Uses. The Core Abatement Strategies are:

- Naloxone or Other FDA-Approved Drug to Reverse Opioid Overdoses;
- Medication-Assisted Treatment (“MAT”) Distribution and Other Opioid-Related Treatment;
- Pregnant and Postpartum Women;
- Expanding Treatment for Neonatal Abstinence Syndrome (“NAS”);
- Expansion of Warm Handoff Programs and Recovery Services;
- Treatment for Incarcerated Population;
- Prevention Programs;
- Expanding Syringe Service Programs; and
- Evidence-Based Data Collection and Research Analyzing the Effectiveness of the Abatement Strategies within the State.

The Approved Uses are evidence-based or evidence-informed programs or strategies that are divided into three categories:

- Treatment,
- Prevention, and
- Other Strategies.

Additional information regarding the Core Abatement Strategies and Approved Uses, may be found at <https://scorf.sc.gov/opioid-recovery-fund-uses>. Applications which do not directly address the approved abatement strategies and uses will not be considered for funding.

Organization Requesting Funding:	PlaySafe		
Form of Legal Organization:	Non-Profit 501c3	State/Federal ID Number:	451806143
Total Request:	\$110,000	One-Time or Recurring:	July 2024 \$110,000.00

**Organization's Mission Statement**

PlaySafe provides athletic trainers in high schools, partnering with local communities to ensure student athlete's safety and access to medical care.

PlaySafe is a nonprofit with headquarters in Anderson, SC that serves 23 middle and high schools in South Carolina, and four high schools in Georgia. We employ 28 full time Certified Athletic Trainers (ATCs) and 22 ATCs PRN. Although our focus is on student-athletes, our ATCs are available at no charge to all students. Ninety percent of students treated by an ATC will have lower injury rates or an improved diagnosis upon injury. ATCs are the only master's level allied health care practitioners specifically trained in injury prevention for active persons who also provide on-site emergent and non-emergent care, coordinate appropriate follow-up, conduct rehabilitation, and return individuals to safe participation in sports. The National Athletic Trainer's Association (NATA) requires ATCs to be educated on, and assist in preventing and managing, orthopedic injuries, concussions, eating disorders, heat illnesses, lightning injuries, cardiac-related deaths, diabetic episodes, exertion sickling episodes, early-onset osteoarthritis, substance abuse, opioid use disorder, disease transmission, mental health concerns, weight management, and dental and oral injuries. This foundational training is part of why our ATCs are the perfect fit to do this work with our students.

Website:	www.playsafeusa.org	Year Organization was Founded:	2011
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**Contact Information**

Contact Name (s):	Brandy Singleton		
Mailing Address:	713 E. Greenville St., Suite D, Box 203 Anderson, SC 29621		
Phone Number:	864-401-8785	Fax Number:	N/A
E-mail:	brandy@playsafeusa.org		

**Purpose of Request:**

To expand Anderson and Pickens County Opioid Addiction Awareness programming into Oconee County as well.

**Approved Abatement Strategies:**

Prevention Programs

Approved Use(s):

Funding for evidence-based prevention programs in the schools in Oconee County

Implementation Plan:

Opioid Addiction Awareness (OAA) project includes:

1. Facilitate parental education on the dangers of opioid addiction at the beginning of each sports season.
2. Educate students during training room visits on the dangers of opioid addiction, specifically including the risks and benefits of taking pain medication for a sports injury.
3. Collect data on student-athlete's self-reported use/misuse of opioids.
4. Use data collected in the upcoming school year to determine needs for next year.
5. Implement a more deliberate focus on student prevention and peer reporting
6. Teach students how to recognize emerging concerning behaviors in themselves and their peers regarding opioids
7. Develop a class for parents, coaches, staff, and the community at large to educate them on opioid abuse.

The U.S. Department of Health and Human Services (HHS) released statistics since the onset of the COVID-19 pandemic proving an undeniable and increasing need for substance use disorder prevention education regarding opioids with youth. Student-athletes already juggle the stress of academics and pressure from athletics. Compound the stress of an injury on top of that, and they become twice as likely to suffer from depression and anxiety. In recent years we are seeing an uptick in youth athletes, above other populations, misusing prescription medications. This may be because of their increased access due to injury. A U.S. News article published March 7, 2023, states there are 5.2 million sports-related injuries among high schoolers nationally. Nearly 21% lead to medical disqualification for the season or their career. This downtime, and when students are initially prescribed pain medication, are some of their most vulnerable.

Studies by the Office of the Minnesota Attorney General show an alarming 20% of young people ages 12 to 17 have used prescription drugs for non-medical purposes. PlaySafe intends to intervene by educating students on the risks associated with opioid use, and monitoring their physical health before, during, and after an injury. Our ATCs focus on the student as a whole, which is what makes PlaySafe a unique program. Our programming focuses on nurturing healthy relationships, opioids, mental health wellness, and prevention, among other things.

Measurable Outcomes:

Collect data on student-athletes self-reported use/misuse of opioids and use the data collected in the upcoming school year to determine needs for the next year.

More than 90% of adults with substance use disorders started using before age 18; half of those before age 15. This is why it is important to start teaching students about these dangers and the importance of their choices at an early age. According to the Substance Abuse and Mental Health Services Administration (SAMHSA), "Brain development during adolescence and emerging adulthood is one element that makes youth a period of particularly high vulnerability to substance use disorders". This further reinforces that now is the time to address the emerging opioid crisis and increase awareness of use in adolescents.

PlaySafe intends to directly invest in students, school staff, coaches, parents, and our communities. ATCs have established rapport with students and a foundation of training that uniquely qualifies them to provide addiction education.




**Conflict of Interest Disclosure:**

PlaySafe USA does not hold any conflict of interest regarding Oconee County or SCORF funding at this time.

**Supporting Documentation**

Please provide additional information or supporting documentation which will assist Oconee County in the evaluation of this grant request. PDF Format is preferred.

**Certifications and Assurances**

On behalf of my organization, in support of the application for Opioid Recovery Funds, I certify that all of the following are true and correct:

1. I have the authority within my organization to make the following representation on my own behalf and on behalf of the applicant. I understand that these representations will be relied upon as material in any Oconee County decision to make an award, under the application described above.
2. I certify that no funds made available by the award (if any) that Oconee County makes based on the application described above will be used to supplement other funds, but will be used to increase the amount of such funds that would, in the absence of an award, be made available for opioid recovery efforts.
3. I assure that the application described above (and any amendment to that application) was submitted for review to any board or committee, if applicable, not less than 30 days before the date of this certification.
4. I assure that, for each fiscal year of the award (if any) that Oconee County makes based on the application described above, the applicant will maintain and report such data, records and information (programmatic and financial), as Oconee County may reasonably require.
5. I have carefully reviewed the approved abatement strategies and approved uses, under the South Carolina Opioid Recovery Fund and the South Carolina Opioid Recovery Act, and the program detailed in the application above directly addresses the opioid crisis and will not be used for any other purpose.

*Brandy Singleton*

*04/01/24*

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

Brandy Singleton

Executive Director

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
Title



Oconee County, South Carolina  
Opioid Response Community Support Request Form



### General

This form should be filled out by organizations requesting financial assistance from the Oconee County Opioid Response Fund. Please contact the Oconee County Opioid Response Coordinator at (864) 638-4200, if you need any assistance. The most recent audited financial statements and a non-profit determination letter from the IRS or State will need to be provided along with this request.

### Oconee County Opioid Recovery Funds

The Oconee County Opioid Recovery Funds are guaranteed political sub-funds that are managed by the South Carolina Opioid Recover Fund (SCORF) Board. The Board was created by legislation as a requirement of the South Carolina Opioid Settlement Allocation Agreement to manage and disperse funds to eligible entities.

All funds must be used for one or more of the approved opioid remediation uses, which are categorized into Core Abatement Strategies and Approved Uses. The Core Abatement Strategies are:

- Naloxone or Other FDA-Approved Drug to Reverse Opioid Overdoses;
- Medication-Assisted Treatment (“MAT”) Distribution and Other Opioid-Related Treatment;
- Pregnant and Postpartum Women;
- Expanding Treatment for Neonatal Abstinence Syndrome (“NAS”);
- Expansion of Warm Handoff Programs and Recovery Services;
- Treatment for Incarcerated Population;
- Prevention Programs;
- Expanding Syringe Service Programs; and
- Evidence-Based Data Collection and Research Analyzing the Effectiveness of the Abatement Strategies within the State.

The Approved Uses are evidence-based or evidence-informed programs or strategies that are divided into three categories:

- Treatment,
- Prevention, and
- Other Strategies.

Additional information regarding the Core Abatement Strategies and Approved Uses, may be found at <https://scorf.sc.gov/opioid-recovery-fund-uses>. Applications which do not directly address the approved abatement strategies and uses will not be considered for funding.





## **Abstract of Christ Central Ministries Proposal**

Christ Central Ministries, Inc has operated Christ Central Ministries Oconee Mission under their 501(c)3 umbrella since 2010. Starting in 2016 this mission changed focus from working with the homeless to a focus on our Oconee Addiction Recovery & Solutions Initiative (OARS) in the prior detention center with the support of Sheriff Crenshaw and Oconee County Council. This program focuses on men who are high risk overdose/high need offenders for substance use disorder with a 75% successful recovery program outcome.

We are now expanding our recovery programs to include women in Oconee County who have or are currently abusing opioids, many of whom have co-diagnosis of trauma or mental illness. The purpose of this request is to help us staff our Magnolia House recovery mission in a donated and renovated home that will house 10 women at a time and ensure that we can keep the doors open so that we can provide the services described in the attached application. Any funds awarded would be payable to and dedicated to the Magnolia House Mission EIN#.

The treatment programs will be based on the tested evidence-based curriculum used in the OARS program and will benefit from the resources available within the overall mission teams. Entrance into the program will be based on the substance use/opioid use questionnaire (Appendix VII) and Personality Assessment Inventory (see PAI attachment for samples of actual OUD clients). All materials used address opioid addiction challenges and related issues. Educational materials for family members and friends on understanding opioid addiction is a key component of the program.

MOU's or Letters of Support (LOS) from local community resources and law enforcement ensure a network of collaboration in achieving our holistic continuum of care (Appendix VI) and Transition Plan (Appendix V) goals for our clients. Volunteers and mentors are being actively recruited to help empower our clients to achieve their personal goals as well.

Priority needs are:

- #1 Quality staff with experience dealing with dual diagnoses clients with opioid and associated substance abuse and mental illness. Round-the-clock care will be required to maintain a safe and secure environment.
- #2 Quality counseling and recovery training materials to prepare clients for a life of sobriety and recovery that returns them to solid relationships with their families and with the community.
- #3 Adequate funding for facilities operating expenses for utilities, food, security, and maintenance will ensure that we can keep the lights on.

Organization Requesting Funding:	Christ Central Ministries Oconee/Magnolia House		
Form of Legal Organization:	IRS 501(c)3	State/Federal ID Number:	32-0747252
Total Request:			
<b>Organization's Mission Statement</b>			
<p>CCMO/OARS's mission is to give hope, cultivate change, and restore lives for those seeking recovery from substance use disorder. We are successfully achieving this mission through a combination of in-house evidence-based recovery programs and services and non-residential intervention and educational programs. The focus of the Oconee Addiction Recovery &amp; Solutions program (OARS) has been adult men.</p> <p>Starting 2024, our treatment programs are being expanded to address the needs of women in our community dealing with OUD and co-occurring SUD/MH disorders. Building on the successful OARS program, we have established the Magnolia House with the vision of "Empowering Women Towards Recovery." The mission of Magnolia House is to give women struggling with Opioid Use Disorder hope for a future, the tools they will need, and the strength to persevere in the face of the many challenges they will face on their unique recovery journey.</p>			
Website:	<a href="http://www.oars-recovery.org">www.oars-recovery.org</a> & <a href="http://www.magnoliahouse-recovery.org">www.magnoliahouse-recovery.org</a>	Year Organization was Founded:	2013 2023
<b>Contact Information</b>			
Contact Name (s):	Co-Founders & Directors - Ashley Williams, LPC & Tiffany Williams		
Mailing Address:	PO Box 223. Walhalla, SC, 29691		
Phone Number:	864-873-7134 or 864-916-4040	Fax Number:	N/A
E-mail:	<a href="mailto:ccmoconee@gmail.com">ccmoconee@gmail.com</a> or <a href="mailto:tw.ccmomagnolia@gmail.com">tw.ccmomagnolia@gmail.com</a>		
<b>Purpose of Request:</b>			
<p>Recovery stabilization, counseling, and transition support services for women in Oconee County coming out of the detention center are essentially non-existent. As needed, they are referred to Greenville where transportation becomes a major barrier due to lack of options for public transport. Opportunities to connect them with needed local services for long term recovery support are minimized and when they return, they have no support community to sustain them.</p> <p>The purpose of this request is to ask for OCORF guaranteed political sub-funds to support an expanded Christ Central Ministries Mission to address the unmet need for recovery treatment and support services for women in Oconee County seeking recovery from Opioid Use Disorder who are being released from the Oconee County Detention Center or certified through the OARS pre-incarceration screening process. The program will be known as Magnolia House and will operate as a sister mission to Christ Central Ministries Oconee/OARS.</p>			
<b>Approved Abatement Strategies:</b>			

**Category:** Expansion of Warm Handoff Programs and Recovery Services

**Strategy:** The new Magnolia House OUD treatment program will be based on the successful OARS model focused on using a clinical based approach to OUD recovery while addressing the issue of dual diagnosis treatment. Its primary focus will be serving women transitioning out of the Oconee County Detention center that have had a history of OUD or identified by our officer or first responder pre-incarceration screening protocol . By partnering with CCMO/OARS and other community resources, such as Mental Health, Behavioral Health, Prisma Health, regional and local support groups, Magnolia House will be able to treat the whole person with a holistic continuum of care.

**Implementation Plan:**

Please see Appendix IV Magnolia House Business Plan/Annual Pro-forma Budget document for more details on the program, the total pro-forma annual budget, and biographies for the two Directors of the overall programs.

- #1 Establish the organization structure, ensure strong staffing and volunteers to deliver programs fourth quarter 2023 and first quarter 2024. Progress to date is receipt of EIN# and identification of Director and Operations Manager.
- #2 Identify and complete required modifications to the prior Ash Tree Halfway House facility at 203 Hunter Ave., Walhalla to accommodate up to ten women in a safe and secure environment. Obtain the furnishings and equipment to accommodate our clients and operational needs. This goal has essentially been completed with the help of local donations and volunteers.
- #3 Modify the OARS evidence-based curriculum and recovery treatment programs for a women’s 30–60-day stabilization and transition program. (See Appendix VI OARS Intensive Care Program Overview). This effort is underway, and a preliminary curriculum has been developed for effectiveness testing.
- #4 Pre-screening acceptance guidelines for entry into the Magnolia House program defined in partnership with OARS detention center counseling services and peer support specialists working with incarcerated individuals to help determine eligibility for the program. This objective is already underway, and assessment and initial treatment classes are being provided in the detention center. (See Appendix VII Substance Use/Opioid Use Questionnaire)
- #5 Prepare to offer the transition services outlined in the Transition Plan 2024. (See Appendix V)
- #6 Begin to accept clients into the Magnolia House program early 2024. Our first clients have been identified, screened, and admitted to our pilot program in March 2024.
- #7 Establish Letters of Support or Memorandums of Understanding with partners to increase awareness of the women’s program and aid in securing the external services needed to provide a full continuum of care. The following relationships have already been established: Johanna Steigerwald will teach weekly CBT skills, Marly Ellenburg at Foothills Care Center will provide weekly recovery support group classes, and weekly group counseling sessions will be provided by Chana Land, LPC, LPCS at Fortitude.
- #8 Develop a website and other social media platforms to raise awareness and establish a funding mechanism for local donations. This effort has started, and initial work has been done on [www.magnoliahouse-recovery.org](http://www.magnoliahouse-recovery.org) website.

**Process/Outcome Measures:**

Magnolia House will strive to provide treatment for 45 clients in the first year, 60 subsequent years. 75% will complete the program successfully.

Measurable results of Magnolia House success will be:

- 1) number of women measured with risk of overdose or SA in the detention center and screened by CCMO counseling for eligibility for Magnolia House services;
- 2) number of women entering the Magnolia House program;
- 3) number of women successfully connected to appropriate treatments services;
- 4) length of time the clients remain in the 30–60-day treatment program;
- 5) successful completion of clients’ individual treatment plans and the testimonies of individuals and their families who turn their lives around; and
- 6) level of graduate recidivism or cases of overdose tracked lower than established standards.

**Budget for Strategy: \$244,420**

**(Client Facing Recovery Treatment Program \$206,120; Mission Critical Operational Expenses \$38,300)**

See Appendix IV Magnolia House Business Plan/Pro-forma Annual Budget for detailed total budget (including items *not* being covered in the funding request that will be covered by other fund sources).

**Category:** Treatment for Incarcerated Population

**Strategy:** Expand the successful OARS program for men to provide evidence-based treatment and recovery support for women with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system.

**Implementation Plan:**

#1 A female OARS Peer Support Specialist will begin assessments and initial treatment classes for women in the detention center. She is certified to provide group and individual therapy in the areas of trauma and moral injury in the jail setting.

She will complete assessments and determine eligibility for Magnolia House treatment program and appropriate therapies for OUD and co-occurring SUD/MH clients.

#2 Begin use of assessment questionnaire to identify candidates for eligibility for Magnolia House program. (See appendix VII Substance Use/Opioid Use Questionnaire)

#3 Require Peer Support Certifications for three of the Magnolia House staff so they can work successfully in the detention center. (3 x \$300 certification fee = \$900)

**Process/Outcome Measures:**

- 1) number of women measured with risk of OUD overdose and SUD/MH disorders in the detention center and screened by CCMO or Magnolia House staff for eligibility for Magnolia House services.
- 2) Number of women who make a smooth transition to the treatment program and are willing to put in the work required for success with their individualized treatment plans.

**Budget for Strategy: \$900** Fees for 3 Magnolia House staff to obtain Peer Support Specialist Certification

**Category:** Evidence-Based Data Collection and Research Analyzing the Effectiveness of the Abatement Strategies within the State.

**Strategy:** The Oconee County Addiction Recovery & Solutions (OARS) program is a collaborative approach between law enforcement, the county detention center, public health, and subject matter experts to divert justice involved PWUD and PWSUD away from deeper criminal justice system involvement and into treatment trajectories. OARS primarily serves high-risk, high-need offenders that typically transition into residential treatment directly from jail under court order or provide harm reduction alternative-to-incarceration services. We are in an Oconee County Overdose & Harm Reduction Partnership with Clemson University/Center for Social and Justice Research and meet quarterly to gain technical assistance and data collection oversight for evaluation needs and help facilitating cooperation across criminal justice practitioners.

**Implementation Plan:** Our plan is to adapt and use the successful data collection systems and practices for use under the Magnolia House program to extend the research to address female participants. The research team will design a template to collect diversion and treatment services data on key process and outcome variables to record vital grant performance measures data (e.g., calls for services, diversions, overdoses, referrals/other disposition, and recidivism).

**Process/Outcome Measures:** The research plan consists of mixed methods data collection and statistical analysis phases to answer the following research questions indicating the degree of program fidelity and effectiveness: 1) Does the program adhere to evidence-based practices that have documented success in addressing opioid use? and 2) Does the program affect positive change in terms of prevention, education, treatment, and recidivism?

**Budget for Strategy:** Covered for 2024 by current OARS BJA funding.

Expenditure Details:	
Provide a detailed description of how funds will be spent; for example: salary, supplies, equipment, capital items, etc.	
Description:	Amount:
Salaries	\$128,000
Assessments for 60 clients	\$3,600
Trauma/Moral Injury Counseling	\$7,500
Literature/Curriculum for 60 clients	\$4,020
Counseling Services for 60 clients for the full 60-day program	\$63,000
Peer Support Certification	\$900
Client Personal Care Packets	\$6,300
Utilities/Security/Maintenance	\$18,000
Food/Laundry/Transportation to Resources	\$10,000
Opioid Awareness Educational Materials	\$4,000

Estimated Number of Persons Affected by Proposed Program		Total 60
Children (Up to 18 Years of Age)		
Pregnant / Postpartum Women		
Incarcerated Individuals		60 women/year
Adults with Opioid Use Disorder		60 women/year
Adults Associated with Individuals Who Have Opioid Use Disorder		
First Responders and Medical Professionals		
<b>Other Funding Resources:</b>		
Description:		Amount:
Magnolia House Cash Donations to Date		\$9,035
Expected In Kind Benefits Through CCMO/OARS Partnership (See Appendix IX)		
<b>Total:</b>		<b>\$9,035</b>
<b>Timeline:</b>		
Project Start Date:	09/01/2023	Project End Date: Open-ended
Apply for IRS EIN#		9/21/2023
Identify key staff positions (Director and Operations Manager)		4 <sup>th</sup> quarter 2023
Hire Case Manager, Class Instructor, and Weekend staff		1 <sup>st</sup> quarter 2024
Complete required house remodel and repairs		1 <sup>st</sup> quarter 2024
Obtain furnishings to support 10 women		1 <sup>st</sup> quarter 2024
Volunteer Recovery Coaches and Mentors identified		2 <sup>nd</sup> quarter 2024
Achieve Peer Support Specialist Certification for 3 key staff		3 <sup>rd</sup> quarter 2024
Test pre-screening guidelines and evidenced based treatment programs and curriculum		March 2024
Open doors officially		April 2024
Develop MOU with CCMO and other professional trauma-based counseling services		2 <sup>nd</sup> quarter 2024
<b>Program Sustainability:</b>		
Please provide information as to how the program will continue if Opioid Recovery Funds are no longer available after initial funding.		
<ul style="list-style-type: none"> <li>• Pursue South Carolina Alliance Recovery Residence Certification</li> <li>• Continue to work with the Oconee County Administration Office to apply for future Bureau of Justice COSSUP grants to continue to offer our transition/stabilization programs.</li> <li>• Apply for renewal of SCORF Discretionary Fund grant next year.</li> <li>• Apply for renewal of OCORF Guaranteed Fund grant next year.</li> <li>• Work with the Oconee County Law Enforcement Office as subrecipient under BJA and other grants to help develop deflection &amp; diversion training and strengthen addiction/mental health services within the detention center and coordinate assessments for eligibility to transition into the OARS or Magnolia House programs.</li> <li>• Investigate the opportunity to apply to the state to become eligible for Medicaid coverage for our clients to help cover the cost of services we now try to provide at low or no cost.</li> <li>• Continue to apply for local grants, establish networks with local churches and start utilizing social media and doing fund raising events.</li> </ul>		
<b>Conflict of Interest Disclosure:</b>		
<p>Given the following definition of conflict of interest our disclosure statement is:          To our knowledge CCMO/Magnolia House has no conflict of interest either related to our application or the use of any funds awarded.</p> <p>“A conflict of interest is a situation in which a person or organization has two or more competing interests. When a conflict of interest occurs, the person or team can't perform their duties appropriately because it could mean betraying their interests to one of the parties within the situation. When such a situation arises, it's often a legal requirement for the primary party to remove themselves.”</p>		

## Supporting Documentation

Please provide additional information or supporting documentation which will assist Oconee County in the evaluation of this grant request. PDF Format is preferred.

Appendix I Non-profit Determination Letter Magnolia House	Page 9
Appendix II Non-profit Determination Letter Christ Central Ministries Oconee	Page 10
Appendix III Certificate of Existence, Non-Profit Corporation	Page 11
Appendix IV Magnolia House Business Plan/Pro-forma Annual Budget	Page 12
Appendix V Transition Plan 2024	Page 19
Appendix VI OARS/Magnolia House Intensive Care Program	Page 21
Appendix VII Substance Use/Opioid Use Questionnaire	Page 22
Appendix VIII Oconee County Opioid Recovery Funds Budget Worksheet	Page 23
Appendix IX Funding Resource Benefits Through CCMO/Oars Partnership	Page 24

### Attachments:

Opioid Recovery Funds – Community Support Application Budget Worksheet

Personality Assessment Inventory OUD Client Examples

Christ Central Ministries, Inc. Audited Financial Statements 2021-2023

**Certifications and Assurances**

On behalf of my organization, in support of the application for Opioid Recovery Funds, I certify that all of the following are true and correct:

1. I have the authority within my organization to make the following representation on my own behalf and on behalf of the applicant. I understand that these representations will be relied upon as material in any Oconee County decision to make an award, under the application described above.
2. I certify that no funds made available by the award (if any) that Oconee County makes based on the application described above will be used to supplement other funds but will be used to increase the amount of such funds that would, in the absence of an award, be made available for opioid recovery efforts.
3. I assure that the application described above (and any amendment to that application) was submitted for review to any board or committee, if applicable, not less than 30 days before the date of this certification.
4. I assure that, for each fiscal year of the award (if any) that Oconee County makes based on the application described above, the applicant will maintain and report such data, records and information (programmatic and financial, as Oconee County may reasonably require.
5. I have carefully reviewed the approved abatement strategies and approved uses, under the South Carolina Opioid Recovery Fund and the South Carolina Opioid Recovery Act, and the program detailed in the application above directly addresses the opioid crisis and will not be used for any other purpose.



Signature of Applicant

\_\_\_\_\_03/29/2024\_\_\_\_\_

Date

\_\_\_Ashley Williams, LPC & Tiffany Williams\_\_\_\_\_

Printed Name of Representative (s)

\_\_\_Co- founders & Directors\_\_\_\_\_

Title



**Oconee County, South Carolina**  
**Opioid Response Community Support Request Form**



### **General**

This form should be filled out by organizations requesting financial assistance from the Oconee County Opioid Response Fund. Please contact the Oconee County Opioid Response Coordinator at (864) 638-4200, if you need any assistance. The most recent audited financial statements and a non-profit determination letter from the IRS or State will need to be provided along with this request.

### **Oconee County Opioid Recovery Funds**

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All funds must be used for one or more of the approved opioid remediation uses, which are categorized into Core Abatement Strategies and Approved Uses. The Core Abatement Strategies are:

- Naloxone or Other FDA-Approved Drug to Reverse Opioid Overdoses;
- Medication-Assisted Treatment (“MAT”) Distribution and Other Opioid-Related Treatment;
- Pregnant and Postpartum Women;
- Expanding Treatment for Neonatal Abstinence Syndrome (“NAS”);
- Expansion of Warm Handoff Programs and Recovery Services;
- Treatment for Incarcerated Population;
- Prevention Programs;
- Expanding Syringe Service Programs; and
- Evidence-Based Data Collection and Research Analyzing the Effectiveness of the Abatement Strategies within the State.

The Approved Uses are evidence-based or evidence-informed programs or strategies that are divided into three categories:

- Treatment,
- Prevention, and
- Other Strategies.

Additional information regarding the Core Abatement Strategies and Approved Uses, may be found at <https://scorf.sc.gov/opioid-recovery-fund-uses>. Applications which do not directly address the approved abatement strategies and uses will not be considered for funding.



Organization Requesting Funding:	Kingdom Over Culture, LLC.		
Form of Legal Organization:	Non-profit 501(c)3	State/Federal ID Number:	EIN – 83-4200813
Total Request:	\$163,460		
Organization’s Mission Statement			
Our Mission is to create and empower Christ-centered life change that will lead to culture change, with a focus on women who struggle with opioid use disorder, co-occurring use disorder and or substance use disorder, incarceration, trauma, and recidivism.			
Website:	<a href="http://www.kingdomoverculture.org">www.kingdomoverculture.org</a>	Year Organization was Founded:	2019
Contact Information			
Contact Name (s):	Charity Comeaux		
Mailing Address:	870 North Highway 11, West Union SC 29696		
Phone Number:	864-723-7548	Fax Number:	
E-mail:	<a href="mailto:support@kingdomoverculture.org">support@kingdomoverculture.org</a>		
Purpose of Request:			
The purpose of this request is to receive funding to continue to support women in treatment or recovery who suffer from opioid use disorder, co-occurring use disorder, or substance use disorder and associated mental health issues, as they transition out of medicated assisted treatment, rehab, or the criminal justice system to living without any substances. At our facility we practice living sober in a structured transitional sober home setting. We are an existing program that is an option for continuum care for these types of women. These women in treatment/recovery need resources for long term success in recovery, without the proper resources they are more likely to return to opioid use and criminal activity.			
Approved Abatement Strategies:			

**Category:** Treatment and recovery support services (continuum of care) for women who are coming off medicated treatment, out of rehab or the criminal justice system, or are homeless who suffer from opioid use disorder, co-occurring substance use disorder, and or substance use disorder.

**Strategy:** Provide comprehensive wrap-around services to women who suffer from opioid use disorder, co-occurring substance use disorder, and or substance use disorder and need continuum of care. We provide evidence-based treatment and recovery support; including (but not limited to) sober living quarters, access to Oconee Mental Health, BHS, SC Vocational Rehab (job training), access to NA meetings, recovery work classes, life skill classes, community service activities/projects, peer support, mentorship, group counseling, case management, transportation (jobs, doctors, family), and job placement as well as involvement in the recovery community activities and events.

**Implement Plan:** Kingdom Over Culture (KOC) will give a salary to the current sober living residential program director for the pre-existing sober living program/living facility in West Union, SC, Oconee County. The director will provide overall management, organization, and direction for the women’s home as well as the participants and volunteers. The director will manage and maintain all aspects of the facility, that supports participants with OUD. The director will live onsite but separate from the participants. The director will work diligently to prevent opioid misuse, drug overdoses, death, recidivism, and other harms. The director will provide case management, trauma care, and peer support for the participants. The director will also complete assessments of each participant, develop a treatment/recovery plan, an exit plan, help get participants to doctors and mental health providers, and make sure KOC honors

all commitments expressed by our contract, as well as monitor that all policies and procedures are being followed by all who participate in this program.

**Process/Outcome Measures:** KOC will provide services for 12 – 18 women, which is done through a 6-to-9+ month inpatient program, in the coming year and 60% will complete the program.

**Budget for Strategy:** \$65,000 (\$60,000.00 yearly salary for director plus \$7,500.00 for employer costs; Employer costs such as payroll expenses/employer obligations: purchase paychecks (pay for direct deposit), processing, workman's comp, unemployment insurance, Medicaid, and social security.)

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**Category:** Treatment and recovery support services for women who are coming off medicated treatment, out of rehab or the criminal justice system, or are homeless who suffer from opioid use disorder, co-occurring substance use disorder, and or substance use disorder.

**Strategy:** Provide comprehensive wrap-around services to women who suffer from opioid use disorder, co-occurring substance use disorder, and or substance use disorder and need continuum of care. We provide evidence-based treatment and recovery support; including (but not limited to) sober living quarters, access to Oconee Mental Health, BHS, SC Vocational Rehab (job training), access to NA meetings, recovery work classes, life skill classes, community service activities/projects, peer support, mentorship, group counseling, case management, transportation (jobs, doctors, family) job placement as well as involvement in the recovery community activities and events.

**Implement Plan:** KOC will use funds to support continued operations of the pre-existing recovery home/sober living facility & program in West Union, SC, Oconee County that supports women in recovery and offers a continuum of care option. KOC will use the funds to budget for the years expenses. Expenses to include operational costs (excluding any salaries to be paid and vehicles): to include rent and utilities, vehicle insurance, maintenance, and gasoline, office supplies, class & opioid recovery work supplies, literature, books, Narcan, drug tests (test for 12 different substances, including opioids), work clothes, shoes, and boots for participants, as well as household items like laundry detergent, paper products, toiletries, etc. KOC will use the funds to ensure that each participant has their basic needs met so they are able to focus on their recovery. Operation funding would enable us to continue to work diligently to treat trauma, prevent opioid misuse, drug overdoses, death, recidivism, and other harms and provide a continuum of care for women who suffer from opioid use disorder, co-occurring substance use disorder, and or substance use disorder.

**Process/Outcome Measures:** KOC will provide services for 12 – 18 women, which is done through a 6-to-9-month+ inpatient program, in the coming year and 60% will complete the program.

**Budget for Strategy:** \$42,460.00

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**Category:** Support for women who are coming off medicated treatment, out of rehab or the criminal justice system, or are homeless who suffer from opioid use disorder, co-occurring substance use disorder, and or substance use disorder, who need to come into a transitional recovery home setting. This would be a pilot program within our recovery program described above in our first request.

**Strategy:** Funding Strategy: Support these women in recovery by providing financial aid/support and reward opportunities to participants in the program who have shown they are committed to the program and their recovery.

**Implement Plan:** Kingdom Over Culture (KOC) will provide scholarships and incentive opportunities to women who have entered our treatment/recovery program for their opioid use disorder, co-occurring substance use disorder, and or substance use disorder but do not have the money to get into a program nor the money to continue to pay program fees, much less save money to accomplish their recovery goals.

1. Incentive Program: (earn through participation) Asking for \$5000 to start and maintain program until other sponsors can be recruited. Funding to roll over every year.

a. Savings Match Program:

- a. When they save money for their SMART goals we will match/or contribute to their efforts. (would like to match but the size of the program fund would dictate what we could do)
- b. Intended to motivate and excite participants to focus on and commit to treatment, their recovery, and building their skills.
- c. Participants can only take saving match money upon graduation, quitting the program means they forfeit the saving match money. Participants will have access to any and all money they personally saved.
  1. Any forfeited funding will go back into the incentive fund for redistribution.

b. Weekly Rewards for Participation

- a. Rewards to be put into an incentive envelope that they can see and count but cannot use unless they need it to accomplish a goal or they get the money upon graduation.
- b. To be given to participants for excellent participation in any part of the program.
- c. \$1 - \$20 awards. No cap.
  - Participant free to take this money when they leave or graduate.

2. Scholarships Program:

a. Scholarship would only be made available to participants once they complete their 60-day probation period, upon application submission, and approval.

- a. Intended for participants who need debt relief and or aid/support to pay program debt, accomplish their SMART goals, treatment plan, and or exit plan.
- b. Intended for participants that have shown effort, improvement in all areas (attitude, attention, chores, professionalism, mastering their recovery work/lessons/steps, clean drug and alcohol tests/sobriety and searches).
- c. Intended for participants that have clear SMART goals and have already accomplished steps towards accomplishing their goals.

b. Asking for \$9,000 to start program; \$1000 for 9 estimated graduates this year. Scholarship cap is \$1000 per eligible participant. Can be paid out in multiple awards but not to exceed \$1000 in lifetime.

- a. Any funds left in the scholarship account at the end of 2024 will roll over to the next year.
  1. We are currently working on building a sponsorship program that would focus on acquiring long-term funding for this particular

program. We will go into the community for benefactors and apply for grants to get long term funding for this scholarship opportunity. Having funding to get it started to show others how it works would help us to continue this initiative throughout the life of our program.

**Process/Outcome Measures:** KOC will provide services for 12 – 18 women, which is done through a 6-to-9-month+ inpatient program, in the coming year and 60% will complete the program. Serve 12 to 18 women – median number 15 x 60 % = estimated 9 women to graduate.

**Budget for Strategy:** \$14,000.00

**Category:** Treatment and recovery support services for women who are coming off medicated treatment, out of rehab or the criminal justice system, or are homeless who suffer from opioid use disorder, co-occurring substance use disorder, and or substance use disorder.

**Strategy:** Provide comprehensive wrap-around services to women who suffer from opioid use disorder, co-occurring substance use disorder, and or substance use disorder and need continuum of care. We provide evidence-based treatment and recovery support; including (but not limited to) sober living quarters, access to Oconee Mental Health, BHS, SC Vocational Rehab (job training), access to NA meetings, recovery work classes, life skill classes, community service activities/projects, peer support, mentorship, group counseling, case management, transportation (jobs, doctors, family) job placement as well as involvement in the recovery community activities and events.

**Implement Plan:** Kingdom Over Culture (KOC) will create a new position and hire a sober living residential program assistant director for the pre-existing recovery home/sober living facility & program in West Union, SC, Oconee County that supports women in recovery. The assistant director will assist the director in record keeping, case management, scheduling, transportation, peer support, group counseling, and conflicts as they may arise. The assistant director will complete assessments of each participant, develop a treatment plan, an exit plan, help get participants to BHS, Oconee Mental Health, SC Vocational Rehab, doctors, and make sure KOC honors all commitments expressed by our contract, as well as monitor participants progress. The assistant director will also monitor that all policies and procedures are being followed by all who participate in this program.

**Process/Outcome Measures:** KOC will provide services for 12 – 18 women, which is done through a 6-to-9-month+ inpatient program, in the coming year and 60% will complete the program.

**Budget for Strategy:** \$35,000.00 yearly salary for assistant director/case manager plus \$4,500.00 for employer costs. Employer costs such as payroll expenses/employer obligations: purchase paychecks (pay for direct deposit), processing, workman’s comp, unemployment insurance, Medicaid, and social security.)

Expenditure Details:	
Provide a detailed description of how funds will be spent; for example: salary, supplies, equipment, capital items, etc.	
Description:	Amount:
Year Salary (and associated costs) for a sober living residential program director, to live on property	\$67,500.00
Operational Support: Rent & Utilities \$23,280, Office & Class Supplies \$3,620, Transportation \$10,500, Household Items & Supplies \$2,400, Work Clothes and Shoes \$780, Insurance \$1880	\$42,460.00
Incentive Program: \$5,000 + Scholarships Program \$9,000	\$14,000.00

Year Salary (and associated costs) for a sober living residential program assistant director	\$39,500.00
	TOTAL \$163,460
<b>Estimated Number of Persons Affected by Proposed Program</b>	<b>Total</b>
Children (Up to 18 Years of Age) – ALTHOUGH we do not specifically serve children in house - we have women come in that have kids and are able to rebuild relationships with them because they are in our program. Last year we had a positive effect on at least 10 children, and we had one 18-year-old come into our program from the SC Department of Juvenile Justice.	
Pregnant / Postpartum Women	
Incarcerated Individuals – prior to the women’s home being opened we did jail ministry and many of the women we met at the jail have entered our program after being released.	9
Adults with Opioid Use Disorder	12-18
Adults Associated with Individuals Who Have Opioid Use Disorder – Through our family restoration efforts we intended to see more families come together and rebuild their lives together.	9
First Responders and Medical Professionals	
<b>Other Funding Resources:</b>	
<b>Description:</b>	<b>Amount:</b>
Weekly program fees (have 5 girls in the house – three are consistently paying \$150*3*4*12 (If our beds are full and everyone is paying, we could bring in \$43,200 to support the program but it is rare to have everyone working and paying in sync every week, all year.	\$21,600.00 year
Individual Donors (Last year we received \$30,424.85) (so far this year we have received \$2,315.00) – we do not have any promised reoccurring donations/donors or grants	
Supply Donations – Laundry detergent, toilet paper, paper towels, cleaning supplies	\$500.00 random
Right now, my husband and I supplement what the program does not bring in.	
<b>Total:</b>	
<b>Timeline:</b>	
<b>Project Start Date:</b>	Ongoing
<b>Project End Date:</b>	3/21/2025
<b>Program Sustainability:</b>	
<p>We are affiliated with SCARR (South Carolina Alliance Recovery Residences) and should be approved for their program by the end of May, which will help the women pay their program fees while in the program. This will be a consistent income. We are a vendor for SCDOC, occasionally we have opportunity to file with them and receive \$900 per participant (once in their lifetime, if that payment has not been paid out to a previous facility). This will be an income, but not consistent. Now that we have been up and running for over a year KOC will start to work on filing for other grants as well as work on fundraising more. We will connect with donors in the community. Our participants also pay program fees which is an income but it is unstable/inconsistent. KOC board members will also support KOC to keep New Life Women’s Recovery Home open to continue to serve participants.</p>	
<b>Conflict of Interest Disclosure:</b>	
I do not see that there are any conflicts of interest that I am aware of.	

**Supporting Documentation**

Please provide additional information or supporting documentation which will assist Oconee County in the evaluation of this grant request. PDF Format is preferred.



**Certifications and Assurances**

On behalf of my organization, in support of the application for Opioid Recovery Funds, I certify that all of the following are true and correct:

1. I have the authority within my organization to make the following representation on my own behalf and on behalf of the applicant. I understand that these representations will be relied upon as material in any Oconee County decision to make an award, under the application described above.
2. I certify that no funds made available by the award (if any) that Oconee County makes based on the application described above will be used to supplement other funds, but will be used to increase the amount of such funds that would, in the absence of an award, be made available for opioid recovery efforts.
3. I assure that the application described above (and any amendment to that application) was submitted for review to any board or committee, if applicable, not less than 30 days before the date of this certification.
4. I assure that, for each fiscal year of the award (if any) that Oconee County makes based on the application described above, the applicant will maintain and report such data, records and information (programmatic and financial, as Oconee County may reasonably require.
5. I have carefully reviewed the approved abatement strategies and approved uses, under the South Carolina Opioid Recovery Fund and the South Carolina Opioid Recovery Act, and the program detailed in the application above directly addresses the opioid crisis and will not be used for any other purpose.

Charity Comeaux  
Signature of Applicant

3/19/2024  
Date

CHARITY COMEAUX  
Printed Name of Representative

Founder/Director  
Title



**Oconee County, South Carolina**  
**Opioid Response Community Support Request Form**



**General**

This form should be filled out by organizations requesting financial assistance from the Oconee County Opioid Response Fund. Please contact the Oconee County Opioid Response Coordinator at (864) 638-4200, if you need any assistance. The most recent audited financial statements and a non-profit determination letter from the IRS or State will need to be provided along with this request.

**Oconee County Opioid Recovery Funds**

The Oconee County Opioid Recovery Funds are guaranteed political sub-funds that are managed by the South Carolina Opioid Recover Fund (SCORF) Board. The Board was created by legislation as a requirement of the South Carolina Opioid Settlement Allocation Agreement to manage and disperse funds to eligible entities.

All funds must be used for one or more of the approved opioid remediation uses, which are categorized into Core Abatement Strategies and Approved Uses. The Core Abatement Strategies are:

- Naloxone or Other FDA-Approved Drug to Reverse Opioid Overdoses;
- Medication-Assisted Treatment (“MAT”) Distribution and Other Opioid-Related Treatment;
- Pregnant and Postpartum Women;
- Expanding Treatment for Neonatal Abstinence Syndrome (“NAS”);
- Expansion of Warm Handoff Programs and Recovery Services;
- Treatment for Incarcerated Population;
- Prevention Programs;
- Expanding Syringe Service Programs; and
- Evidence-Based Data Collection and Research Analyzing the Effectiveness of the Abatement Strategies within the State.

The Approved Uses are evidence-based or evidence-informed programs or strategies that are divided into three categories:

- Treatment,
- Prevention, and
- Other Strategies.

Additional information regarding the Core Abatement Strategies and Approved Uses, may be found at <https://scorf.sc.gov/opioid-recovery-fund-uses>. Applications which do not directly address the approved abatement strategies and uses will not be considered for funding.



Organization Requesting Funding:	Tamassee DAR School		
Form of Legal Organization:	501c3	State/Federal ID Number:	57-6000973
Total Request:	\$50,000	One-Time or Recurring:	Recurring Annually
<b>Organization's Mission Statement</b>			
Tamassee's bylaws state the organization's purpose is to provide a faith-based holistic learning and development community with Christ-centered educational and enrichment programs for children, families, and underserved populations in both day and residential settings; and to follow the Tamassee DAR School, Inc.'s vision, mission, faith, and values statements. Our vision statement is to serve as a holistic learning and development community enabling success in school and in life. Our mission statement is to expand students' educational horizons, empower them to become exceptional citizens, and inspire community wholeness. Our faith statement is available upon request. Our values include: 1) we speak life; 2) we never stop learning; 3) we maximize every resource and opportunity; 4) we own our excellence; 5) we have fun.			
Website:	www.starlight.tdarschool.org	Year Organization was Founded:	1919
<b>Contact Information</b>			
Contact Name (s):	The Rev. Jonathan Holland		
Mailing Address:	PO Box 8 / 1925 Bumgardner Drive, Tamassee, SC 29686		
Phone Number:	864-944-1390	Fax Number:	864-944-0097
E-mail:	jholland@tdarschool.org		
<b>Purpose of Request:</b>			
Tamassee DAR School offers the following programs: a residential recovery community for mothers with children (called Starlight); a DSS licensed Early Learning Center for infants to 4K students; an elementary Academy for Starlight children; and an Afterschool and Summer Day Camp for elementary and middle school students. This funding request is for Starlight at Tamassee to support mothers who are in recovery from opioid use in our program. Starlight offers a faith-infused, family-centered, therapeutic community with holistic, evidence-based, trauma-informed services. See the included description of the Starlight program and its services. The goal of Starlight at Tamassee is to promote family healing and generational change for those we serve.			
<b>Approved Abatement Strategies:</b>			
<ul style="list-style-type: none"> <li>• Other Opioid-Related Treatment / Recovery Services. Of the first 44 women who applied to Starlight at Tamassee 36% (16) reported opioid use. Our program and services empower mothers to find lasting freedom from addiction through evidenced-based modalities, professional therapeutic relationships, and peer support community.</li> <li>• Pregnant and Postpartum Women. To date, one Starlight mom delivered her baby while in our program and five mothers we have served have infants. Our parenting staff and teachers support these mothers in their parenting.</li> <li>• Prevention Programs. Our recovery services focus on relapse prevention. Our parenting programming and coaching strengthen protective factors in mothers and children to break generational cycles of use. Our education programs empower children's academic readiness and performance.</li> </ul>			
<b>Approved Use(s):</b>			
<ul style="list-style-type: none"> <li>• Treatment. Starlight uses <a href="#">the Change Companies Motivational, Educational, Experiential Interactive Journals</a>, an evidence-based, cognitive-behavioral therapeutic approach to recovery that draws on the trans-theoretical model of change and motivational interviewing, and we use <a href="#">the Genesis Process</a>, integrated, holistic model that draws on brain science, biblical principles, the 12 Steps, cognitive-behavioral therapy, motivational interviewing, inner healing prayer, and relational accountability to heal the root causes of destructive behavior and to nurture sustainable relapse prevention. Moms also participate in 12 Step based weekly recovery meetings in the community.</li> <li>• Prevention. Starlight uses <a href="#">the Circle of Security</a> and <a href="#">Love and Logic</a> to empower mothers to bond with their children and establish healthy boundaries and consequences to instill pro-social behavior in both kids and moms. With weekly classes, coaching, and counseling, moms receive the support they need to build protective factors in their families. Moms become the most powerful and effective change agent in their children's lives.</li> </ul>			
<b>Implementation Plan:</b>			
Tamassee launched Starlight in 2022, and the program is fully staffed with all treatment and prevention components operational. As of April 2024, six mothers are enrolled in Starlight, and one reports opioids as her primary substance of use. The cost of care for each family is approximately \$60,000 per year, depending on several factors. We expect to admit additional mothers in recovery from opioid use in the fall of 2024. Each mother participates in recovery treatment programming, and mothers and children participate in prevention programming.			

Measurable Outcomes:			
<ul style="list-style-type: none"> <li>• Serve 7-9 families in 2024 and 10-12 families in 2025.</li> <li>• 75% of moms will maintain sobriety from their primary drug of use while enrolled at Starlight.</li> <li>• 75% of moms will successfully graduate.</li> <li>• 75% of moms will complete the majority of their Care Plan goals.</li> <li>• 75% of moms will improve parenting skills (Protective Factors Survey, 2nd Edition), emotional intelligence (Emotional Health Assessment), and life skills (Casey Life Skills).</li> <li>• 90% of Early Learning children will meet expectations in all six developmental benchmarks.</li> <li>• 50% of Early Learning children will exceed expectations in 4 out of 6 developmental benchmarks.</li> </ul>			
Expenditure Details:			
Provide a detailed description of how funds will be spent; for example: salary, supplies, equipment, capital items, etc.			
Description:		Amount:	
Personnel Expenses		\$335,300	
Other Personnel Expenses		\$2,000	
Non-Personnel Expenses (Supplies, Food, Telephone, Telecommunications, etc.)		\$46,650	
Occupancy Expenses		\$16,000	
Travel Expenses		\$3,750	
Miscellaneous Expenses (Liability Insurance, Staff Development, Advertising, etc.)		\$51,423	
Starlight Subtotal		\$455,122	
Tamassee DAR School Total 2024 Expense Budget (including Starlight)		\$2,821,055	
Estimated Number of Persons Affected by Proposed Program		Total: 13 – 25	
Children (Up to 18 Years of Age)		7 – 15	
Pregnant / Postpartum Women		2 – 5	
Incarcerated Individuals		0	
Adults with Opioid Use Disorder		1 – 5 (out of 7 – 12)	
Adults Associated with Individuals Who Have Opioid Use Disorder		20+	
First Responders and Medical Professionals		0	
Other Funding Resources:			
Description:		Amount:	
Donated Support (individual/business contributions, grants, legacies)		\$1,050,000	
Fees and Aid (Education Program Fees, CACFP, First Steps 4K, ABC Vouchers, etc.)		\$236,400	
Investment Income		\$460,000	
Productive Enterprise (Thrift Store, Forestry)		\$323,000	
Other (PR Sales, Rentals, ERC)		\$519,326	
Tamassee DAR School Total 2024 Income Budget		\$2,588,726	
Timeline:			
Project Start Date:	June 2022	Project End Date:	Ongoing
<p>Starlight has two admissions cycles each year, one in the spring and one in the fall. In the fall of 2023, we accepted six moms, and three enrolled. In the spring of 2024, we accepted five moms, and four enrolled. In the fall of 2024, we anticipate accepting four or more moms, based on the number of qualified applicants. Moms may spend up to three years in the Starlight community. Year one focuses on recovery, parenting, counseling, life skills, and spiritual growth. Year two focuses on education, work, and career preparation while maintaining recovery, parenting, and life skills. Year three is independent living on campus with an off-campus job or education and while still receiving support services.</p>			

Program Sustainability:
With more than a century of service, Tamassee has a significant donor base and diversified funding streams which ensure its sustainability. In 2023, our total income was \$2,176,883. We had 876 donors make 2,167 gifts, and we added 313 new donors. Our total expenses for 2023 were \$2,795,648. The difference in expense to revenue is covered by unrestricted income from Tamassee’s endowment. The launch of Starlight has demanded additional financial resources, and we are aggressively expanding our donor base and exploring additional productive enterprises, while utilizing investment income. An OCORT grant will help us support the expense of serving Starlight moms with a history of opioid use.
Conflict of Interest Disclosure:
Jonathan Holland submits this funding request on behalf of Tamassee, and he also serves on the Oconee County Opioid Response Taskforce. He will recuse himself from evaluation, discussion, and decision making regarding Tamassee’s funding request.

**Supporting Documentation**

Please provide additional information or supporting documentation which will assist Oconee County in the evaluation of this grant request. PDF Format is preferred.

**Certifications and Assurances**

On behalf of my organization, in support of the application for Opioid Recovery Funds, I certify that all of the following are true and correct:

1. I have the authority within my organization to make the following representation on my own behalf and on behalf of the applicant. I understand that these representations will be relied upon as material in any Oconee County decision to make an award, under the application described above.
2. I certify that no funds made available by the award (if any) that Oconee County makes based on the application described above will be used to supplement other funds, but will be used to increase the amount of such funds that would, in the absence of an award, be made available for opioid recovery efforts.
3. I assure that the application described above (and any amendment to that application) was submitted for review to any board or committee, if applicable, not less than 30 days before the date of this certification.
4. I assure that, for each fiscal year of the award (if any) that Oconee County makes based on the application described above, the applicant will maintain and report such data, records and information (programmatic and financial), as Oconee County may reasonably require.
5. I have carefully reviewed the approved abatement strategies and approved uses, under the South Carolina Opioid Recovery Fund and the South Carolina Opioid Recovery Act, and the program detailed in the application above directly addresses the opioid crisis and will not be used for any other purpose.

  
 \_\_\_\_\_  
 Signature of Applicant

April 2, 2024  
 \_\_\_\_\_  
 Date

Jonathan M. Holland  
 \_\_\_\_\_  
 Printed Name of Representative

Chief Executive Officer  
 \_\_\_\_\_  
 Title



## Introduction

For over 100 years, Tamasee DAR School has empowered young people to change the trajectory of their lives through values-based education. First as a private boarding school, then as a children's home, and now as a family recovery community and education center, Tamasee has loved and educated thousands of children, who stepped out of generational cycles of brokenness to create a new future for themselves and their families.

Today, substance use disorder (SUD) is a leading cause of family disruption and a significant adverse childhood experience (ACE). When SUD is present in a family, domestic violence, abuse and neglect of children, housing instability, poverty, and sexual exploitation are often present as well. Children with these ACEs have an increased likelihood of adopting high-risk behaviors as adults, thus continuing harmful patterns in the family.

Starlight at Tamasee offers children and mothers time and services to heal from trauma, build sustainable recovery, bond as a family, and achieve long-term positive outcomes. Starlight is a multi-year community providing therapeutic and substance use recovery services, family restoration and preservation services, emotional and life skill development, spiritual growth, and education and job skill development.

Starlight is guided by three bright lights: connection; compassion; and hope. We are wounded in relationships, and we heal in relationships. Learning to trust and be loved over time by healthy people and by God are essential. Since most serious addiction is rooted in trauma, healing these wounds in a compassionate and caring environment is key to recovery. We must treat more than symptoms; we must heal the cause. We believe healing is possible. We offer our families the hope of a lifelong journey in successful recovery.

## Need

The need for Starlight is overwhelming. In the program's first two years, forty-three (43) mothers have applied.

- 100% of applicants report substance use, and 37% report opioid use.
- 100% of applicants have lived in poverty.
- Over 90% of applicants are survivors of domestic violence.
- Over 85% of applicants report a mental health diagnosis.
- Over 65% of applicants have experienced housing instability.
- Over 55% of applicants are survivors of sexual assault.
- Over 55% of applicants have been charged or convicted of a drug-related crime.
- Over 50% of applicants have been involved with the South Carolina Department of Social Services.

## Program Overview

Starlight is driven by a passion for family restoration and generational healing. Families live in community in one of Tamasee's residential cottages on our campus along SC Highway 11. The program components include counseling, recovery, parenting, life skills, spiritual growth, education, and career development.

Individual counseling with our staff counselor focuses on each woman's unique needs, works to heal traumatic experiences, develops coping skills, and promotes family restoration and bonding. Group counseling for mothers addresses anger management, grief and loss, codependence, and more. Therapeutic activities with children allow them to heal from trauma and build resilience.

To empower recovery from substance use and other addictive behaviors, Starlight utilizes evidence-based group curricula and 12-Step groups to address the root causes of destructive behaviors, develop each mom's capacity to recognize and prevent relapse, build a recovery support network, and achieve lasting freedom.

Parenting supports allow moms to restore relationships with their children, bond, and learn to parent successfully. Evidence-based, trauma-informed curricula and parenting coaching with staff instills family-changing parenting skills. Families have plenty of opportunities to play together so they bond and so children learn to be kids again. Tamassee will also advocate for mothers seeking to regain custody of their children.

In all its program elements, Starlight is faith-infused, creating a healing community where families find wholeness in Jesus. Daily devotions, weekly spiritual growth group, weekly worship attendance, faith-informed curricula for recovery, parenting, and life skills – all invite moms to experience God's love as the most powerful force for change in their lives.

Starlight empowers mothers to develop the life skills necessary to live independently and productively. From healthy cooking and exercise, to home management and car care, from financial literacy and time management, to healthy relationships and community service, life skills are taught, modeled, and nurtured through daily life and community living as well groups and trainings.

For mothers to achieve stability, security, and independence, they must secure employment and a living wage. That means education and job skills. Tamassee will support mothers to earn a GED when needed, learn soft skills through on-campus jobs, identify a career pathway and training with SC Works and/or SC Vocational Rehabilitation, enroll at Tri-County Technical College when needed, and secure internships and job placements.

Starlight children participate in Tamassee's specialized educational programs. Infants to preschoolers attend our Early Learning Center, which uses a premier child development curriculum and an evidenced-based, trauma-informed approach to social-emotional learning and behavior management. This ensures each classroom is academically stimulating, and every child is developing on pace to enter kindergarten ready to learn. Elementary age children attend our Academy, which features low teacher to student ratios, individualized tutoring, and trauma informed classrooms so that every child reaches grade level and develops the skills to succeed in a traditional classroom. Elementary Starlight children also attend our Summer Day Camp.

### Distinctives

Four components make Starlight unique.

- First, most residential recovery programs are thirty days to six months. Because it takes the brain much longer to heal, Starlight is a multi-year program to give moms the time and support they need to reach long-term sobriety.
- Second, many residential recovery programs primarily focus on recovery. Starlight offers holistic services to promote health in every area where families need support.
- Third, very few residential recovery programs serve families. Lasting success increases when mothers learn to parent sober in a supportive environment.
- Fourth, Tamassee offers children on-campus education in therapeutic classrooms, counseling services, and parenting and family services so children heal alongside their mothers, thus increasing the likelihood of generational change.

## Staff

The Starlight staff team includes the following positions.

- The Recovery Program Officer (RPO) oversees the entire Starlight program. She has a master's degree, licensure in addiction, and over twenty years of experience. She leads selected recovery programming.
- The Counselor offers individual and group counseling with moms and facilitates selected therapeutic activities with families. She reports to the RPO and works with the other staff and outside providers. She has a master's degree in counseling and is currently pursuing licensure.
- The Family Advocate and Case Manager supports the application and admissions process, manages Starlight cases, interacts with outside partners for case management, advocates alongside mothers with outside entities, and leads selected programming.
- The Parenting and Family Coach leads parenting groups, offers coaching to mothers, and helps plan and lead parent-child bonding and other activities. She works with Starlight and Education staff. She has a master's degree and experience in childcare and education.
- The Child Life Specialist leads therapeutic sessions and activities with Starlight children, works alongside the PFC and Education staff, and supports program administration. She has a bachelor's degree and relevant experience.
- The Community Life Coordinator and Community Life Assistant support the day to day running of the program, coordinates volunteers, and leads selected programming. CLC has a bachelor's degree, and both have relevant experience.
- The Chief Executive Officer oversees all the programs and departments at Tamasee. He actively supports Starlight staff and leads selected programming. He has a master's degree and relevant experience.

## Stages

Families progress through Starlight in four stages over three years.

- Stage 1 (3 months): settle into the life in the community.
  - Secure benefits and essential documents.
  - Learn essential community life and parenting skills.
  - Engage foundational programming.
- Stage 2 (9 months): deepen healing, recovery, and parenting.
  - Recovery programming and groups.
  - Individual and group counseling.
  - Parenting groups and coaching.
  - Life skills, interpersonal skills, spiritual growth.
- Stage 3 (4 – 12 months): career preparation
  - Recovery maintenance with parenting and counseling support.
  - Identify career pathway.
  - Begin needed education for career pathway.
  - Opportunities to work to learn soft skills and save for transitional living.
- Stage 4 (up to 12 months)
  - On-campus independent living.
  - Recovery maintenance with parenting and counseling support.
  - Continued education and career development.

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 16, 2024  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE [Brief Statement]:**

Request for Council’s approval for the submission of the FY 2024 Oconee County Law Enforcement Mental Health and Wellness Implementation Grant to the U.S. Department of Justice, Office of Community Oriented Policing Services, Law Enforcement and Mental Health and Wellness Act Program.

**BACKGROUND DESCRIPTION:**

- The purpose of this project is to improve the delivery of and access to mental health and wellness services for law enforcement officers and their families through the implementation of peer support, training, family resources, suicide prevention and other promising practices for wellness programs.
- Project initiatives include the purchase of a wellness app for law enforcement officers, peer support training and identification, seminars and wellness classes, as well as team building and agility programs.
- The anticipated maximum dollar amount, if awarded, is \$200,000 for projects with a duration of two years.
- The grant does not require a match.
- The grant application deadline is April 30, 2024.

**SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:**

Questions or comments may be directed to Captain Tommy Crompton by email at [tcrompton@oconeelaw.com](mailto:tcrompton@oconeelaw.com).

**FINANCIAL IMPACT [Brief Statement]:**

The is no match requirement for this grant.

**Approved by:** \_\_\_\_\_ **Finance**

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Not applicable.  
If yes, who is matching and how much:

**Approved by:** \_\_\_\_\_ **Grants**

**ATTACHMENTS**

**STAFF RECOMMENDATION [Brief Statement]:**

It is staff’s recommendation that Council support the submission of the Oconee County FY2024 Oconee County Law Enforcement Mental Health and Wellness Implementation Grant to the Law Enforcement Mental Health and Wellness Act Program.

**Submitted or Prepared By:**

**Approved for Submittal to Council:**

\_\_\_\_\_  
**Brittney Martin, Grants Administrator**

\_\_\_\_\_  
**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.*

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 16, 2024

## ITEM TITLE:

**Title: 2024 Caterpillar 973 HRC Track Loader with Landfill Package**      **Department: Solid Waste**      **Amount: \$716,805.94**

## FINANCIAL IMPACT:

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

Budget: **\$716,805.94**      Project Cost: **\$716,805.94**      Balance: **\$0.00**      Finance Approval: \_\_\_\_\_

*Funding from One Time Capital Fund (340)*

## BACKGROUND DESCRIPTION:

The Solid Waste department utilizes a 2008 CAT 973 track loader in the Class 2 landfill. The loader is an instrumental piece of landfill equipment which is used excavate soil, spread soil as landfill cover and used to move material across the landfill. The 973 CAT Loader is the only piece of equipment that is capable to carry soil across the landfill in the case of a landfill fire. This machine is also used to push waste when the compactor or the dozer is being serviced or repaired. Due to its age and number of hours on the machine, there has become significant wear to the landfill package guards causing landfill material to easily become entangled around the final drives. It is still useful as a backup or for loading landfill cover dirt.

Caterpillar is the only company that makes a track loader of this size and they are special order machines. The lead time on this machine is approximately 6-8 months.

It is recommended to keep the current 973 Track Loader to be used in the soil borrow pit for loading soil instead of constantly walking the new machine 0.5 mile one-way from the landfill to the borrow pit twice each month. The County's Vehicle Maintenance Director approves this purchase.

## SPECIAL CONSIDERATIONS OR CONCERNS:

Pricing for the Caterpillar 973 is from the Sourcewell national purchasing co-operative, contract number 011723-CAT for Caterpillar Heavy Construction Equipment. The contract discount is 23% off MSRP. Blanchard Machinery also provided an additional discount in the amount of \$39,622.12. 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. Blanchard Machinery Company of Simpsonville, SC is an Authorized Dealer for Caterpillar.

## ATTACHMENT(S):

1. Sourcewell Contract Information, Contract # 011723-CAT and Contract Pricing
2. Blanchard Machinery Company Sourcewell Quote

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council

1. Approve the purchase of the Caterpillar 973 Track Type Loader from Blanchard Machinery Company of Simpsonville, SC in the amount of \$716,805.94 per Sourcewell Contract # 011723-CAT.

**Submitted or Prepared By:** \_\_\_\_\_ **Approved for Submittal to Council:** \_\_\_\_\_

**Tronda C. Popham, Procurement Director**

**Amanda F. Brock, County Administrator**

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COUNTY OF OCONEE  
 PURCHASING DEPT  
 415 S PINE ST  
 WALHALLA, SC 29691 2145

March 20, 2024

Attention: SWAIN STILL

Dear Swain,

We would like to thank you for this opportunity and are pleased to quote the following for your consideration.

One (1) New Cat Model: 973 TRACK TYPE LOADER with all standard equipment in addition to the additional specifications listed below:

#### **MACHINE SPECIFICATIONS**

<b>Description</b>	<b>Reference No</b>
973 HRC TRACK LOADER	605-5610
REGIONAL PACKAGE, USA	607-8606
WASTE PACKAGE, 12A	631-7530
LINKAGE, STANDARD	606-4886
ENGINE, THERMO SHIELD	612-9904
FAN, HYDRAULIC, REVERSING	636-1946
PRECLEANER, TURBINE, W/SCREEN	601-8898
TRANSMISSION CONTROL, JOYSTICK	576-3199
TRACK, 26.6" DG, CTR HOLE	607-9694
HYDRAULIC 2V,GP,JOYSTICK, PACK	606-4892
SERVICE PACKAGE, EXTENDED	505-6305
LIGHT, STANDARD	584-3836
CAB HEAT/AC	561-9174
VISIBILITY, HARSH APPLICATION	619-6585
SEAT, DELUXE	578-7640
PREMIUM CORP RADIO (24V)	590-3290
PRODUCT LINK, CELLULAR PLE643	575-0729
BUMPER	493-6496
REAR STEP, REAR ATTACHMENT	633-8009
BUCKET GP WASTE HD 118.5" 6.40YD3 PO	599-6958
HYDRAULIC OIL	571-1186
BEACON, LED FLASHING	593-4672
AIR PRECLEANER, CAB	577-4087
WINDSHIELD PROTECTION	507-9474
GUARD, TILT CYLINDER	637-0402
GUARD, TOP, FINAL DRIVE	305-7380
GUARD, TRACK ROLLER	605-0958

Description	Reference No
STRIKER BARS, REAR	542-1623
MAINTENANCE PACKAGE, DELUXE	611-1262
SERVICE, PARTS, OPERATOR MANUALS USB'S	

**OCONEE COUNTY SOURCEWELL MEMBER# 86847, SOURCEWELL CONTRACT# 011723-CAT**

OCONEE COUNTY SOURCEWELL SELL PRICE	\$669,912.09
EXT WARRANTY	Included
CSA	Included
NET BALANCE DUE	\$669,912.09
SALES TAX (7%)	\$46,893.85
AFTER TAX BALANCE	\$716,805.94

**MSRP breakdown**

<b>Cat 973 List Price</b>	<b>\$844,073.00</b>
<b>Sourcewell Discount 23%</b>	<b>(\$194,136.79)</b>
<b>Dealer Additional Discount</b>	<b>(\$39,622.12)</b>
<b>Subtotal</b>	<b>\$610,314.09</b>
<b>5 Year Premier Warranty</b>	<b>\$23,118.00</b>
<b>USB Service, Parts and Operators Manual</b>	<b>\$1,673.00</b>
<b>5 Year PM Service Agreement</b>	<b>\$28,673.00</b>
<b>Prep, Freight and Assemble</b>	<b>\$6,134.00</b>
<b>Pre-tax Total</b>	<b>\$669,912.09</b>
<b>Sales tax 7%</b>	<b>\$46,893.85</b>
<b>Grand Total</b>	<b>\$716,805.94</b>

**WARRANTY**

Extended Warranty:	60 MO/5000 HR PREMIER
CSA	60 MO/5000 HR PARTS, LABOR, TRAVEL

**F.O.B./TERMS:**

Seneca, SC

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid until April 17, 2024, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Thank you,

Ron Hunter  
Upstate Territory Manager  
Blanchard Machinery Company  
224 Neely Ferry Rd.  
Simpsonville, SC 29680

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature

# Caterpillar Inc.

## Heavy construction equipment

#011723-CAT

Maturity Date: 4/14/2027

Website: [cat.com/coop-purchasing](https://cat.com/coop-purchasing) 

Products & Services 

## Products & Services

Sourcewell contract 011723-CAT gives access to the following types of goods and services:

- Motor graders
- Backhoe & wheel loaders
- Skid steer, multi-terrain, & compact track loaders
- Dozer & wheel excavators
- Material handlers
- Landfill equipment
- Articulated trucks & rigid frame trucks
- Wheel tractor scrapers
- Telehandlers
- Pavers, compactors, cold planers, & reclaimers
- Work tools & attachments

[Locate your local dealer or representative](#) 

(nongovernment site)

2024 Sourcewell Caterpillar Cooperative Contract Discounts by Model

Machine Model*	New Equipment
2024	Discount to Customer (Off List Price)

Track Type Tractors	
D1	23.00%
D1 Fire Dozer	23.00%
D2	23.00%
D2 Fire Dozer	23.00%
D3	23.00%
D3 Fire Dozer	23.00%
D4	23.00%
D5	23.00%
D5 Fire Dozer	23.00%
D6	23.00%
D7	19.00%
D8	19.00%
D9	One Time Only
D10	One Time Only

Wheeled Excavators	
M314	26.00%
M315	26.00%
M316	26.00%
M317	26.00%
M318	26.00%
M320	26.00%
M322	26.00%

Material Handlers	
MH3022	26.00%
MH3024	26.00%
MH3026	26.00%
MH3040	26.00%
MH3050	26.00%
MH3250	26.00%
MH3260	26.00%

Telehandlers	
TH255	23.00%
TH408	24.00%
TL642	24.00%
TL943	24.00%
TL1055	24.00%
TL1255	24.00%

Motor Graders	
120	34.00%
120GC	34.00%
140	30.00%
140GC	30.00%
150	30.00%
160	30.00%
14	19.00%

Skid Steer Loaders	
226	21.00%
232	21.00%
236	21.00%
242	21.00%
246	21.00%
262	21.00%
272	21.00%

Compact Track Loaders	
239	21.00%
249	21.00%
255	21.00%
259	21.00%
265	21.00%
279	21.00%
289	21.00%
299	21.00%
299XE Land Management	21.00%

Excavators	
300.9	20.00%
301.5	20.00%
301.7	20.00%
301.8	20.00%
301.9	20.00%
302	20.00%
302.7	20.00%
303	20.00%
303.5	20.00%
304	20.00%
305	20.00%
306	20.00%
307.5	20.00%
308	20.00%
309	20.00%
310	20.00%
313	15.00%
313GC	16.00%
315	19.00%
315GC	20.00%
317	19.00%
317GC	20.00%
320	15.00%
320GC	18.00%
323	15.00%
325	15.00%
326	15.00%
330	15.00%
330GC	16.00%
335	15.00%
336	15.00%
340	16.00%
350	10.00%
352	10.00%
374	10.00%
395	10.00%

**Note**

Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational.  
 All new machines are subject to a commodity surcharge of up to 20% (In some cases, increased tire costs may cause this number to be greater)  
 All new attachments (CAT work tools) are subject to a commodity surcharge of up to 25%  
 Dealer costs (example: pre delivery inspection, assembly, freight to final location, etc.) are not subject to list discount  
 Attachments (CAT work tools) purchased with new machine on same invoice are subject to same list discount as machine  
 Non-Attached CAT OEM Work Tools are attachments sold on a standalone order without a machine purchase  
 Parts and Service is offered by the servicing dealer at local rates

Machine Model*	New Equipment
2024	Discount to Customer (Off List Price)

Forest Machines	
538	15.00%
548	15.00%
558	15.00%
568	15.00%

Backhoe Loaders	
415	22.00%
416	22.00%
420	22.00%
428 Side Shift	22.00%
430	22.00%
432 Side Shift	22.00%
434 Side Shift	22.00%
440	22.00%
450	22.00%

Wheel Tractor Scrapers	
621	18.00%
623	18.00%
627	18.00%
631	18.00%
637	18.00%
651	18.00%
657	18.00%

Articulated Trucks	
725	17.00%
730	17.00%
735	17.00%
740GC	17.00%
745	17.00%

Rigid Frame Trucks	
770	3.00%
773	3.00%
775	3.00%

Landfill Compactors	
816	12.00%
826	12.00%
836	12.00%

Wheel Dozers and Soil Compactors	
814	15.00%
815	13.00%
824	15.00%
825	13.00%
834	One Time Only

Wheel Loaders	
903	23.00%
906	23.00%
907	23.00%
908	23.00%
910	23.00%
914	23.00%
920	24.00%
926	24.00%
930	24.00%
938	24.00%
950GC	20.00%
950	18.00%
962	18.00%
966GC	20.00%
966	15.00%
972	11.00%
980	11.00%
982	11.00%
988	11.00%
988GC	11.00%

Track Loaders	
953	19.00%
963	22.00%
* 973	23.00%

Non-Attached CAT OEM Worktools	15.00%
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Parts & Service	N/A
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Technology Solutions	N/A
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Caterpillar Safety Services	15.00%
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Job Site Solutions	N/A
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# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 16, 2024

## ITEM TITLE:

Procurement: ITB 23-13

Title: Compactors & Containers  
For Solid Waste

Department(s): Solid Waste

Amount: \$361,119.38

## FINANCIAL IMPACT:

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

Budget: \$361,119.38

Project Cost: **\$361,119.38**

Balance: \$

Finance Approval: \_\_\_\_\_

## BACKGROUND DESCRIPTION:

This bid solicitation was issued for a 1-year term with option to renew for up to 4 additional years. The first-year contract/purchase is based on the expected number of items to be purchased in the 2023/2024 Budget.

Bidders were required to submit a price list for items anticipated to be purchased in future years, depending of available funding and included volume purchase discounts.

This Bid includes pricing for:

1. Annual preventative maintenance on 30-35 compactors estimated at \$34,500.00 per year.
2. As Needed Technical Compactor Training Program which includes hands on training for hydraulic comprehension, wiring schematics and panel wiring at \$380 per employee.

ITB 23-13 was issued March 1, 2024 for the purchase of power units, compactors, and containers for various recycle centers. The compactors and containers will replace aging, run down units or some containers may be an additional unit at various centers. Oconee County anticipates replacement of all of the current compactors over the contract period of this bid. The replaced units will be refurbished, if applicable, or sold for scrap metal.

This bid was advertised and emailed to four (4) bidders. On April 2, 2024, formal sealed bids were opened for this project. Three (3) companies submitted bids with FleetGenius of NC, Inc. of Lenoir, NC, submitting the lowest responsive and responsible bid.

The total for the purchase and installation of the compactors and containers for FY 23-24 is \$361,119.38.

## SPECIAL CONSIDERATIONS OR CONCERNS:

The term of this contract is for one year with the option to renew for four additional one-year periods.

Any future purchases that exceed \$50,000.00 will be brought to Council for approval.

## ATTACHMENT(S):

1. Bid Tab/Price List for All Items
2. Bid Tab for FY 23/24 Purchase

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**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council:

1. Approve the award of bid ITB 23-13 to FleetGenius of NC, Inc., of Lenoir, NC, pricing per Price List for All Items.
2. Approve the annual preventative maintenance estimated at \$34,500.00 per year; contingent upon future approved budgets.
3. Approve the purchase of Compactors and Containers for FY 23-24 in the amount of \$361,119.38.
4. Authorize the County Administrator to renew the bid for up to four one-year periods, provided the equipment and services are satisfactory and does not exceed future years approved budget amounts.

**Submitted or Prepared by:** \_\_\_\_\_  
**Tronda C. Popham, Procurement Director**

**Approved for Submittal to Council:** \_\_\_\_\_  
**Amanda F. Brock, County Administrator**

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Price List for All Items  
ITB 23-13 COMPACTORS AND CONTAINERS FOR SOLID WASTE

BIDDERS		FleetGenius of NC, Inc.			Sanford Federal, Inc.			Synergy Waste Management, Inc.		
ADDRESS		Lenoir, NC			Stafford, VA			Auburn, MA		
QTY	Description	MAKE & MODEL	Unit Price	Extended Price	MAKE & MODEL	Unit Price	Extended Price	MAKE & MODEL	Unit Price	Extended Price
1	Standard Power Unit	FG Built 16/18	\$ 4,442.00	\$ 4,442.00	HPE-18 18HP	\$ 32,250.00	\$ 32,250.00	A.PUX.LC.3.20 (Standard unit is 20HP; price would be the same for standard or upgraded unit)	\$ 5,645.00	\$ 5,645.00
1	Upgraded Power Unit	FG Built 20/22 Regan	\$ 8,693.00	\$ 8,693.00	EATON HYDRAULIC POWER UNIT (HPU) HPU-20-22-220/460-3	\$ 15,690.00	\$ 15,690.00		\$ 5,645.00	\$ 5,645.00
1	4-cubic yard Stationary Compactor Unit with Standard Power Unit, Guide Island, and Hopper	FG S-400	\$ 23,944.00	\$ 23,944.00	SP INDUSTRIES CP-4002	\$ 72,982.00	\$ 72,982.00	(Standard power unit is 20HP; price would be the same as compactor with upgraded power unit)	\$ 43,940.00	\$ 43,940.00
(2-4)	(Provide Unit Cost if County purchases 2-4 compactors.)		\$ 23,705.00	\$ -		\$ 72,982.00	\$ -		\$ 43,153.85	\$ -
(5-8)	(Provide Unit Cost if County purchases 5-8 compactors.)		\$ 23,465.00	\$ -		\$ 72,982.00	\$ -		\$ 42,367.70	\$ -
1	4-cubic yard stationary compactor unit with upgraded power unit, guide island and hopper		\$ 28,193.00	\$ 28,193.00		PTR BALER AND COMPACTOR AP4-150-HD	\$ 94,957.20		\$ 94,957.20	PTR 4000HD-AR
(2-4)	(Provide Unit Cost if County purchases 2-4 compactors.)	\$ 27,913.00	\$ -	\$ 94,957.20	\$ -	\$ 43,153.85	\$ -			
(5-8)	(Provide Unit Cost if County purchases 5-8 compactors.)	\$ 27,631.00	\$ -	\$ 94,957.20	\$ -	\$ 42,367.70	\$ -			
1	5-cubic yard pre-crusher compactor unit with power unit, guide island and hopper	FG PCCG-500	\$ 58,873.00	\$ 58,873.00	WASTEQUIP 245HD-5	\$ 164,788.00	\$ 164,788.00	PTR 5000HD-PC	\$ 77,974.00	\$ 77,974.00
1	40-yard closed octagon receiver container	FG CC40-77	\$ 10,528.00	\$ 10,528.00	HEIL 4000 40-YARD CLOSED OCTAGON RECEIVER CONTAINER	\$ 21,975.20	\$ 21,975.20	ICC-40-OCTAGON	\$ 11,115.00	\$ 11,115.00
(2-3)	(Provide Unit Cost if County purchases 2-3 containers.)		\$ 10,423.00	\$ -		\$ 21,975.20	\$ -		\$ 10,837.12	\$ -
(4-7)	(Provide Unit Cost if County purchases 4-7 containers.)		\$ 10,317.00	\$ -		\$ 21,975.20	\$ -		\$ 10,559.25	\$ -
1	Heavy Duty 40-yard closed octagon receiver container	FG CC40-77HD	\$ 11,590.00	\$ 11,590.00	GALBREATH HD 40-YARD CLOSED OCTAGON CONTAINER	\$ 30,222.40	\$ 30,222.40	ICC-40HD-OCTAGON	\$ 13,225.00	\$ 13,225.00
1	Heavy Duty 40-yard closed octagon pre-crusher container	FG CC40-77HD W/ 2 BELLY BANDS	\$ 12,876.00	\$ 12,876.00	EZ-PACK HD 40-YARD CLOSED OCTAGON RECEIVER CONTAINER	\$ 30,222.40	\$ 30,222.40	ICC-40HD-OCTAGON	\$ 13,225.00	\$ 13,225.00
1	40-yard open top container	FG ROR-40-22	\$ 7,081.00	\$ 7,081.00	EZ-PACK HD 40-YARD CLOSED OCTAGON RECEIVER CONTAINER	\$ 8,840.00	\$ 8,840.00	ICC-40-OT	\$ 9,458.75	\$ 9,458.75
1	20-yard open top container	FG ROR-20-22	\$ 5,799.00	\$ 5,799.00	EZ-PACK HD 20-YARD CLOSED OCTAGON RECEIVER CONTAINER	\$ 58,760.00	\$ 58,760.00	ICC-20-OT	\$ 7,762.50	\$ 7,762.50
1	40-yard recycling container	FG ROR-40-22RC	\$ 9,697.00	\$ 9,697.00	WASTEQUIP 20/40 YARD RECYCLING CONTAINER	\$ 8,840.00	\$ 8,840.00	ICC-40-DT	\$ 12,414.25	\$ 12,414.25
1	20-yard recycling container	FG ROR-20-22RC	\$ 9,949.00	\$ 9,949.00	WASTEQUIP 20/40 YARD RECYCLING CONTAINER	\$ 58,760.00	\$ 58,760.00	ICC-20-DT	\$ 10,982.00	\$ 10,982.00
(2-3)	(Provide Unit Cost if County purchases 2-3 containers.)		\$ 9,850.00	\$ -		\$ 58,760.00	\$ -		\$ 10,707.44	\$ -
(4-7)	(Provide Unit Cost if County purchases 4-7 containers.)		\$ 9,750.00	\$ -		\$ 58,760.00	\$ -		\$ 10,432.87	\$ -
<b>TOTAL PROJECT BASE BID</b>				<b>\$191,665.00</b>			<b>\$598,287.20</b>			<b>\$255,326.50</b>
<b>OPTIONAL PRICING:</b>			<b>Unit Price</b>	<b>Extended Price</b>		<b>Unit Price</b>	<b>Extended Price</b>		<b>Unit Price</b>	<b>Extended Price</b>
1	Annual Preventative Maintenance (per compactor)		\$ 986.00	\$ 986.00		\$ 780.00	\$ 780.00		\$ 400.00	\$ 400.00
1	Training Session (per person)		\$ 380.00	\$ 380.00		\$ 1,081.60	\$ 1,081.60	If don't at time of preventative maintenance, no charge	\$ 450.00	\$ 450.00
1	Installation for Compactors (only, not containers) 4-YARD		\$ 1,495.00	\$ 1,495.00		\$ 20,800.00	\$ 20,800.00		\$ 3,500.00	\$ 3,500.00
1	Installation for Compactors (only, not containers) 5-YARD		\$ 1,950.00	\$ 1,950.00		\$ 20,800.00	\$ 20,800.00		\$ 3,500.00	\$ 3,500.00
1	Unloading Fee (per unit) 4-YARD		\$ 1,945.00	\$ 1,945.00		\$ 1,872.00	\$ 1,872.00	\$1250 per call out, includes 1st unit; additional units @ \$150 each	\$ 1,250.00	\$ 1,250.00
1	Unloading Fee (per unit) 5-YARD		\$ 2,985.00	\$ 2,985.00		\$ 1,872.00	\$ 1,872.00		\$ 1,250.00	\$ 1,250.00
<b>TOTAL OPTIONAL PRICING</b>				<b>\$9,741.00</b>			<b>\$47,205.60</b>			<b>\$10,350.00</b>
<b>LIST ANY ADDITIONAL FEES: PLEASE PROVIDE COSTS ASSOCIATED WITH CALL SUCH AS MILEAGE, LABOR, SERVICE CALL, ETC.</b>			<b>Unit Price</b>	<b>Extended Price</b>		<b>Unit Price</b>	<b>Extended Price</b>		<b>Unit Price</b>	<b>Extended Price</b>
1	1 TECH TRAVEL (PER HOUR)		\$ 139.00	\$ 139.00	NONE LISTED	\$ -	\$ -	Portal to Portal Travel (per hour)	\$ 75.00	\$ 75.00
1	1 TECH SERVICE (PER HOUR)		\$ 152.00	\$ 152.00		\$ -	\$ -	On-site labor (per hour)	\$ 100.00	\$ 100.00
1	2 TECHS TRAVEL (PER HOUR)		\$ 180.00	\$ 180.00		\$ -	\$ -	NO CALL OUT OR MILEAGE FEES FOR	\$ -	\$ -
1	2 TECHS SERVICE (PER HOUR)		\$ 202.00	\$ 202.00		\$ -	\$ -		\$ -	\$ -
1			\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	
<b>TOTAL ADDITIONAL FEES PRICING</b>				<b>\$673.00</b>			<b>\$0.00</b>			<b>\$175.00</b>

Bid Tab for FY23/24 Purchase  
ITB 23-13 Compactors Containers

Bidders		FleetGenius of NC, Inc.		Sanford Federal, Inc.		Synergy Waste Group	
Address		Lenoir, NC		Stafford, VA		Auburn, MA	
Qty.	Description	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
8	4-cu yd Compactors with Upgraded Power Units	\$27,631.00	\$221,048.00	\$94,957.20	\$759,657.60	\$42,367.70	\$338,941.60
1	5-cu yd Pre-Crusher Compactor	\$58,873.00	\$58,873.00	\$164,788.00	\$164,788.00	\$77,974.00	\$77,974.00
2	Heavy Duty 40-yd Closed Octagon Pre-Crusher Containers	\$12,876.00	\$25,752.00	\$30,222.40	\$60,444.80	\$13,225.00	\$26,450.00
4	20-yd Open Top Containers	\$5,799.00	\$23,196.00	\$58,760.00	\$235,040.00	\$7,762.50	\$31,050.00
8	Installation - 4-cu yd Compactor	\$1,495.00	\$11,960.00	\$20,800.00	\$166,400.00	\$3,500.00	\$28,000.00
1	Installation - 5-cu yd Compactor	\$1,950.00	\$1,950.00	\$20,800.00	\$20,800.00	\$3,500.00	\$3,500.00
	SUBTOTAL		\$342,779.00		\$1,407,130.40		\$505,915.60
	Sales/Use Tax (6%)		\$18,340.38		\$55,466.74		\$25,014.94
	<b>GRAND TOTAL</b>		\$361,119.38		\$1,462,597.14		\$530,930.54
	Delivery Time ARO		Approx. 11 Weeks		Not Listed		Not Listed

# PROCUREMENT - AGENDA ITEM SUMMARY

## OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 16, 2024

### ITEM TITLE:

**Title: Full Body Scanner with ICI Thermal Scanning**

**Department(s): Detention Center**

**Amount: 214,650.00**

### FINANCIAL IMPACT:

Procurement was not included in the 2023-2024 Budget Process. It is 100% Grant funded.

Budget: **\$218,700.00** Project Cost: **\$214,650.00** Balance: **\$4,050.00** Finance Approval: \_\_\_\_\_

*Federal Subaward Grant-Source of Funding SOF CK19-1904 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infections Diseases*

### BACKGROUND DESCRIPTION:

This request is for the purchase of a Full Body Scanner with ICI Thermal Scanning (for Temperature Scanning) for the Oconee County Detention Center. This equipment will be used to scan inmates entering the Detention Center for contraband (drugs, weapons, etc.) and will assist in prevention of the contraband entering the facility. With the Thermal Scanning feature, this equipment will aid in screening and minimizing potential opportunities for exposure to limit transmission of Covid-19 in the Detention Center. This equipment will enhance safety and assist in minimizing overdose rates.

Per the Subaward Agreement, the full body scanning equipment must satisfy the specifications and requirement below with minimum five-year warranty.

1. The Equipment must meet the requirements in DHEC X-Ray Regulation 61-64 – Rules and Regulations for Radiation Control and allow operating procedures following all requirement of ANSI/HPS Standard N43.17. The equipment must have FDA – approved embedded thermal scanning and recording capability, allow the operator to maintain a six-foot distance from the subject with a minimum foot print and be in inventory available for delivery.
2. The equipment should also meet the security, scan speed, and foot print requirements of the Subrecipient.

The Tek84 Intercept Model is pre-approved as satisfying DHEC’s specification; therefore, staff is requesting the purchase for the equipment be made directly from Tek84.

### SPECIAL CONSIDERATIONS OR CONCERNS:

On March 26, 2024, Oconee County Detention Center received notification that they had been awarded up to \$218,700.00 Federal Subaward Grant for the purchase of a Full Body Scanner with ICI Thermal Scanning. The Source of Funding is from SOF CK19-1904 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infections Diseases. This is a Subaward agreement between South Carolina Department of Health and Environmental Control and Oconee County Detention Center.

### ATTACHMENT(S):

1. Federal Subaward Agreement
2. Tek84 Quote

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

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

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council;

1. Approve the acceptance of the Federal Subaward from SC DHEC in the amount not to exceed \$218,700.00
2. Approve the purchase of the Tek84 Intercept Body Scanner from Tek84 of Poway, CA in the amount of \$214,650.00

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.*

**FEDERAL SUBAWARD**  
**BETWEEN**  
**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**  
**AND**  
**OCONEE COUNTY DETENTION CENTER**

This Federal Subaward shall be between the South Carolina Department of Health and Environmental Control (DHEC a.k.a. Passthrough Entity) and Oconee County Detention Center (a.k.a. Subrecipient).

**PURPOSE:**

The purpose of this agreement is to assist confinement facilities in the need to combat COVID-19 in these high-risk settings by enabling Subrecipient to procure a full body scanner to aid in screening and minimizing potential opportunities for exposure to limit transmission of COVID-19 in its confinement facility.

**SCOPE OF SERVICES**

Subrecipient shall purchase full body scanning equipment ("the Equipment") satisfying the specifications and requirements below with minimum five-year warranty in accordance with the Method of Payment/Invoicing provision of this agreement:

1. The Equipment must meet the requirements in DHEC X-Ray Regulations 61-64 - Rules and Regulations for Radiation Control and allow operating procedures following all requirements of ANSI/HPS Standard N43.17. The equipment must have FDA-approved embedded thermal scanning and recording capability, allow the operator to maintain a six-foot distance from the subject with a minimum foot print, and be in inventory available for delivery.
2. The Equipment should also meet the security, scan speed, and footprint requirements of the Subrecipient.

Tek84 Intercept model is pre-approved as satisfying DHEC's specifications. Subrecipient may purchase a substantially equivalent full body scanner based on its individual needs.

Subrecipient must follow all applicable procurement procedures to procure the scanner.

Subrecipient must allow the vendor to conduct a site visit of where the Equipment will be located and ensure that all necessary considerations are being met.

Subrecipient shall install and use the Equipment in accordance with DHEC regulations and manufacturer's directions, including manufacturer's recommended settings and frequency of use;

In accordance with the Method of Payment/Invoicing provision, Subrecipient shall submit invoice for advance payment to DHEC within 30 days of final signature of all parties on this Subaward, but no later than June 30, 2024, and Subrecipient shall procure the Equipment no later than July 31, 2024.

Subrecipient is solely responsible for procuring in accordance with its procurement requirements and properly installing, maintaining and operating the equipment. DHEC makes no representations or warranties concerning the Equipment, express or implied.

### **SOURCE OF FUNDING and AMOUNT**

The current amount of funding per this subaward is \$218,700 from the following sources:

SOF1 CK19-1904 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) \$218,700

Attachment(s) SOF1 thru SOFx contains the federal award identification information as required by 2 CFR §200.331 (a) (1) and is incorporated into this subaward.

### **PROJECT PERIOD**

The federal project period for SOF1 CK19-1904 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) began on 08/01/2019 and ends on 07/31/2024.

### **PERIOD OF PERFORMANCE**

This Subaward shall become effective on March 1, 2024 or whenever all parties have signed, whichever is later and ends on July 31, 2024. Only work done in accordance with the effective dates of the Subaward will be compensated.

### **COMPENSATION**

DHEC agrees to compensate the Subrecipient for the purchase of Equipment as described in the Scope of Services Section up to the amount of \$218,700.

Subrecipient shall submit all invoices and documentation in accordance with Method of Payment/Invoicing provision of this agreement.

In no event will the total amount to be paid under this Subaward exceed \$218,700, inclusive of the five year warranty and all expenses.

**Budget** Compensation will only be made for allowable costs consistent with the approved budget incorporated into this Subaward.

**Equipment** means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the \$5,000 capitalization level. Title will vest in accordance with the requirements of 2 CFR 200.313 and the SOF1.

**Indirect Cost** If Subrecipient utilizes an approved federally negotiated indirect cost rate, Subrecipient must provide a copy of the approved indirect cost rate letter from its federal cognizant agency. Any Subrecipient that has never received and does not have a current negotiated indirect cost rate, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Subrecipient chooses to negotiate/re-negotiate a rate, which the non-Federal entity may do at any time. If chosen, the Subrecipient must submit the breakdown of the MTDC to DHEC.

**Prior Approvals** Subrecipient must obtain prior approval before obligating or expending Subaward funds for equipment, permanent improvements or any purchase above the simplified acquisition threshold. The simplified acquisition threshold is adjusted periodically for inflation. The current amount is \$250,000. Please refer to the

applicable Federal Acquisition Regulations (FAR) found at <https://www.acquisition.gov/sites/default/files/current/far/pdf/FAR.pdf>.

No revisions to the approved budget may be made without prior written approval from DHEC.

Subrecipient shall not subcontract any of the work or services covered by this Subaward without DHEC's prior written approval.

Subrecipient must obtain approval prior for the sale or replacement of any equipment purchased under this Subaward.

**Prohibited Items** No Subaward funds may be used for any purpose other than the purchase price of the Equipment.

#### **Interest**

**NO INTEREST OR LATE FEES** - No interest or late payment charges will be paid except as provided by S.C. Code Section 11-35-45, which provides Subrecipient's exclusive means of recovering any type of interest from DHEC. Subrecipient waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. DHEC shall not otherwise be liable for the payment of interest on any debt or claim arising out of or related to this Subaward for any reason.

#### **METHOD OF PAYMENT/INVOICING**

##### **Advance Payment:**

Within 30 days of final signature of all parties on this Subaward but no later than June 30, 2024, Subrecipient must submit an invoice to DHEC to request disbursement of funds for the Equipment. (Subrecipient may use its own invoice or may request a template if needed.) A distribution up to the maximum amount of \$218,700 will be provided to Subrecipient after Subrecipient provides a proper invoice.

To receive the distribution, Subrecipient will submit an invoice requesting the disbursement amount to the following contact:

Dr. Abdoulaye Diedhiou  
Bureau of Communicable Disease Prevention and Control  
2100 Bull Street  
Columbia, SC 29201  
[diedhia@dhec.sc.gov](mailto:diedhia@dhec.sc.gov)

By no later than July 31, 2024, Subrecipient must place order for the Equipment. Equipment purchased after July 31, 2024 is not eligible for these funds, and the Subrecipient must return the advanced funds.

By September 13, 2024, Subrecipient must submit final receipts and completed purchasing documentation to DHEC contact directly above. Any remaining funds or advanced funding under this Subaward which is not supported by documentation of expense will need to be returned to DHEC by September 13, 2024. Subrecipient will remit such funds via check to the following address:

SCDHEC  
Attn: Accounts Receivable  
2600 Bull Street  
Columbia, SC 29201

If Subrecipient does not receive the Equipment by September 13, 2024, Subrecipient must refund the funds to DHEC by that date.

Subrecipient should not pay vendor until Subrecipient has accepted the Equipment.

**COMPLETION OF SERVICES** - Any funds paid by DHEC and not used for completion of services in accordance with this Subaward shall be returned to DHEC.

### **REPORTING REQUIREMENTS**

Subrecipient must notify DHEC in writing when the Equipment has been purchased, delivered and installed.

#### **Annual Risk Assessment Survey**

On an annual basis, Subrecipient will be required to complete and return a risk assessment survey.

#### **Audit Verification**

On an annual basis, Subrecipient will be required to complete and return a statement verifying Subrecipient's status as to the single audit requirement.

#### **Audit Results**

If a single audit, program specific audit, or agreed upon procedures engagement is conducted, Subrecipient will be required to submit the full text of the Schedule of Findings and Questioned Costs or the Auditors Report with the Corrective Action Plan.

#### **Cost Allocation**

If Subrecipient manages multiple funding sources, Subrecipient's cost allocation plan must be submitted upon request. Sufficient detail must be provided to address the different categories of expenditure in the approved budget.

#### **FFATA**

Funding for this Subaward may be subject to the Federal Funding Accountability and Transparency Act (FFATA).

If the annual value of this Subaward is equal to or greater than \$25,000 at any time during this Subaward period of performance, Subrecipient is required to complete and return the attached Subaward FFATA checklist. The completed FFATA checklist (if applicable) must be returned to prior to submitting the first invoice for payment.

If Subrecipient is required to complete the FFATA checklist, DO NOT enter this information into the Federal Reporting database. DHEC maintains that responsibility.

#### **SAM (System for Award Management)**

On an annual basis, Subrecipient is required to maintain an active registration in SAM. Failure to comply may result in a suspension of payments and possibly a termination of the Subaward.



### **ACCESS TO RECORDS**

Subrecipient must permit DHEC and auditors to have access to Subrecipient's records and financial statements in order to meet the requirements of the Subaward. Subrecipient must allow DHEC and auditors to attend activities and events paid for or sponsored from this Subaward. Subrecipient must allow DHEC to inspect or monitor in person, activities performed in accordance with the scope of services and paid for or sponsored from this Subaward.

### **CLOSEOUT OF SUBAWARD**

Subrecipient is responsible for implementing the necessary administrative actions to close-out the Subaward. Administrative actions may include but are not limited to:

- liquidate all obligations
- expenditure adjustments +/-
- refunding unobligated cash balances
- financial reporting
- program performance reporting
- accounting for real and personal property if applicable
- patent and invention certifications if applicable
- records retention
- perform audits

### **TERMS AND CONDITIONS**

Subrecipient is responsible for the efficient and effective administration of the federal Subaward through the application of sound management practices. Subrecipient is responsible for administering federal funds in a manner consistent with the underlying agreements, program objectives, and the terms and conditions of the federal award. Subrecipient is responsible for understanding and maintaining compliance with the 2 CFR 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

### **MINORITY BUSINESS**

To the extent Subrecipient must subcontract services or purchase materials for performance under this Subaward, Subrecipient must make positive efforts to use small and minority-owned businesses or individuals.

**SUBCONTRACTORS** Subrecipient shall not subcontract any of the work or services covered by this Subaward without DHEC's prior written approval.

**ASSIGNMENT** Subrecipient cannot assign nor transfer the Subaward or any of its provisions without DHEC's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of Subrecipient is considered an assignment.

**AMENDMENTS** The Subaward may only be amended by written agreement executed by both parties.

**RECORD KEEPING, AUDITS, & INSPECTIONS** Subrecipient shall create and maintain adequate records to document all matters covered by this Subaward. Subrecipient shall retain all such records for three (3) years or other longer period required by law after termination, cancellation, or expiration of the Subaward, and make records available for inspection and copying and audit at any time DHEC deems necessary. If any litigation, claim, or audit has begun but is not completed or if audit findings have not been resolved at the end of the required retention period, the records shall be retained until all litigation, claims, or audit findings involving the records

have been resolved and final action taken. The Subrecipient shall allow DHEC to inspect facilities and locations where activities under this Subaward are to be performed on reasonable notice. Unjustified failure to produce any records or materials required under this Subaward may result in immediate termination of this Subaward with no further obligation on the part of DHEC.

Subrecipient must dispose of records containing DHEC confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by Subrecipient or Subrecipient's employee or agent to be claimed as confidential or entitled to confidential treatment.

**TERMINATION** DHEC may terminate this Subaward by providing thirty (30) calendar days written notice of termination to the Subrecipient.

Either party may terminate this Subaward by providing thirty (30) days written notice of termination to the other party.

DHEC funds for this Subaward are payable from federal sources. If funds are not granted or otherwise available to DHEC to pay the charges or fund activities under this Subaward, it shall terminate upon written notice to Subrecipient without any further obligation by DHEC, except the obligation to pay for allowable expenses already incurred. Unavailability of funds will be determined in DHEC's sole discretion. DHEC has no duty to reallocate funds from other programs or funds not granted specifically for the purposes of this Subaward.

DHEC may terminate this Subaward for cause, default, or negligence on Subrecipient's part at any time without thirty days advance written notice. Failure to comply with the terms and conditions of this Subaward may result in a delay in payment, request for additional documentation, audit, termination of the Subaward and prohibition of receiving additional awards from DHEC. DHEC may, at its option, allow Subrecipient a reasonable time to cure the default before termination.

**NON-DISCRIMINATION** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this Subaward on the grounds of race, religion, color, sex, age, national origin, disability, gender identity, sexual orientation, pregnancy, veteran's status, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.

Subrecipients that administer or provide DHEC programs, activities, and services are required to adopt policies and procedures that ensure individuals with disabilities are provided with an equal opportunity to participate and equally effective communication when accessing any DHEC-funded programs, activities and services.

**INSURANCE** During the term of this Subaward, Subrecipient will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Subrecipient from the types of claims which may arise out of or result from Subrecipient's activities under the Subaward and for which Subrecipient may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and/or malpractice insurance covering any professional services to be performed under the Subaward, and general liability insurance. If

coverage is claims-based, Subrecipient must maintain in force and effect any "claims made" coverage for a minimum of three years after the completion of all work or services to be provided under the Subaward. Subrecipient may be required to name DHEC on its insurance policies as an additional insured and to provide DHEC with satisfactory evidence of coverage. If Subrecipient is a South Carolina governmental body, it may satisfy this requirement by maintaining insurance through the S.C. Insurance Reserve Fund as provided by South Carolina law. If Subrecipient is a South Carolina governmental body, it may satisfy this requirement by maintaining insurance through the S.C. Insurance Reserve Fund as provided by South Carolina law. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.

**DRUG FREE WORKPLACE** By signing this Subaward, Subrecipient certifies that it will comply with all applicable provisions of the Drug-free Workplace Act, S. C. Code of Laws, Section 44-107-10 et seq., as amended.

**STANDARD OF PERFORMANCE** Subrecipient will perform all services under this subaward with at least the ordinary care and skill customary in the profession or trade. Subrecipient and subrecipient's employees will comply with all professional rules of conduct applicable to the provision of services under the subaward.

**NON-INDEMNIFICATION; LIMITATION ON TORT LIABILITY** Any term or condition of this Subaward or any related agreements is void to the extent it: (1) requires the State of South Carolina or its agencies, employees, or political subdivisions to indemnify, hold harmless, defend, or pay attorney's fees to anyone for any reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies, employees, or political subdivisions for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, equitable indemnification, or any other theory or claim.

**RELATIONSHIP OF THE PARTIES** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or of the other's employees, or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Subaward. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this Subaward. Subrecipient's employees are not and shall not be considered DHEC employees. Subrecipient shall not take any action or make any statement that suggests or implies that Subrecipient or its employees are employees, agents, partners, or joint venturers of DHEC or have any right or authority to bind DHEC to any agreement with a third party or to incur any obligation or liability on behalf of DHEC except to the extent expressly authorized in this Subaward.

**CHOICE OF LAW** The Subaward, any dispute, claim, or controversy relating to the Subaward and all the rights and obligations of the Parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

**DISPUTES** All disputes, claims, or controversies relating to the Subaward must only be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Subaward, Subrecipient consents to exclusive jurisdiction and service of process in South Carolina and to venue pursuant to this Subaward. Subrecipient agrees that any act by DHEC regarding the Subaward is not a waiver by DHEC of its sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution and does not represent DHEC's consent to the jurisdiction of any court or agency of any other state.

**DEBARMENT** Subrecipient certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of subawards by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering into this Subaward. If it is later determined that Subrecipient knowingly or in bad faith rendered an erroneous certification, DHEC may terminate the Subaward for cause in addition to other remedies available.

**SERVICE OF PROCESS** Subrecipient consents to service of process by certified mail (return receipt requested) to the address provided as Subrecipient's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.

**NOTICE** All notices under this Subaward may be given by personal delivery, fax or email (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

**SUBRECIPIENT:**

Oconee County Detention Center  
Mailing Address  
415 S Pine St Walhalla SC 29691  
864-638-4105

Physical Address  
300 S Church St Walhalla SC 29691

**DHEC PROGRAM:**

Adboulaye Diedhiou, M.D.  
2100 Bull Street, Columbia, SC 29201  
(803)898-0933

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address or by mail to the named person's office.

**COMPLIANCE WITH LAWS** Subrecipient shall comply with all applicable laws and regulations in the performance of this Subaward.

**THIRD PARTY BENEFICIARY** This Subaward is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this Subaward as a third party beneficiary or otherwise.

**INSOLVENCY, BANKRUPTCY, DISSOLUTION** (a) Notice. Subrecipient shall notify DHEC in writing within five (5) business days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) calendar days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of all State contracts and grants against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this Subaward. (b) Termination. This Subaward is voidable and subject to immediate termination by DHEC upon Subrecipient's insolvency, appointment of a receiver, filing of bankruptcy

proceedings, making an assignment for the benefit of creditors, dissolution (if an organization), death (if an individual), or ceasing to do business.

**SEVERABILITY** The invalidity or unenforceability of any provision of this Subaward shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

**WAIVER** DHEC does not waive any prior or subsequent breach of the terms of this Subaward by making payments on the Subaward, by failing to terminate the Subaward for lack of performance, or by failing to enforce any term of the Subaward. Only the DHEC Contracts Manager has actual authority to waive any of DHEC's rights under this Subaward. Any waiver must be in writing.

**PLACE OF CONTRACTING** This Subaward is deemed to be negotiated, made, and performed in the State of South Carolina.

**ATTACHMENTS/ADDENDA** Attachments, addenda, or other materials attached to the Subaward are specifically incorporated into and made part of this Subaward. This Subaward, with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this Subaward and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this Subaward without those attachments take priority over any conflicting or inconsistent terms of any other document, invoice, or communication between the parties, even if attached to the Subaward. Attachments include:

- Source of Funding (SOF)
- FFATA Checklist
- Budget
- Subaward Invoices and Supporting Documentation
- DHEC Overview of State of SC Travel Reimbursement Policies for Vendors and Subrecipients
- Risk Assessment

**PREVENTING AND REPORTING, FRAUD, WASTE AND ABUSE** DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, grantee or contractor shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the Federal and State laws prohibiting false claims and DHEC's policies and procedures regarding false claims may be obtained from DHEC's Grant Compliance Director or Bureau of Business Management.

Any employee, agent, or contractor of DHEC who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If Subrecipient or Subrecipient's agents or employees have reason to suspect FWA in DHEC programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-898-4869 or toll-free at 1-866-206-5202. Subrecipient is required to inform Subrecipient's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency. Subrecipient must also inform Subrecipient's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

**OTHER REPRESENTATIONS OF SUBRECIPIENT** Subrecipient represents, warrants, and covenants:

- (a) Subrecipient has and will maintain the professional, technical, logistical, financial, and other ability to perform its obligations under this Subaward.
- (b) Subrecipient's execution and performance of this Subaward do not and will not violate or conflict with any other obligation of Subrecipient.
- (c) Subrecipient has no conflict of interest with its obligations under this Subaward.
- (d) Subrecipient has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
- (e) Subrecipient has not previously been found in breach or default of any government contract or grant and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government subaward or grant, except as disclosed on an Exhibit to this Subaward.
- (f) Subrecipient is not and has not been subject to a Corporate Integrity Agreement within the last seven years, except as disclosed on an exhibit to this Subaward.
- (g) Subrecipient is a government agency or political subdivision, duly organized, validly existing and in good standing under the laws of South Carolina and authorized to transact business in South Carolina, with full power and authority to execute and perform its obligations under this Subaward.

**COUNTERPARTS AND FACSIMILE SIGNATURES** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile, scanned, or electronically entered handwritten signature to this Agreement shall be deemed an original and binding upon the signing party.

**SURVIVAL** Clauses which by their nature require performance or forbearance after the Subaward period will survive termination, cancellation, or expiration of the Subaward unless expressly provided otherwise in the Subaward or an amendment.

**TIME** Unless specified otherwise: (a) "days" in this Subaward means calendar days; (b) in computing any period of time prescribed or allowed by this Subaward, the day of the event from which the designated period of time begins to run is not included; (c) if the final day of the designated period falls on a Saturday, Sunday or legal holiday for the state or federal government, then the period shall run to the end of the next business day.

**NO ENDORSEMENT** Subrecipient will not take any action or make any statement, or request DHEC take any action or make any statement, that suggests or implies that DHEC or the State of South Carolina endorses Subrecipient or its services. Subrecipient shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the DHEC Contracts Manager.

**CONFLICT OF INTEREST** Subrecipient, as a non-Federal entity, must comply with 2 CFR §200.112 and §200.318 (c) (1). Subrecipient must comply with conflict of interest policies of the federal awarding agency and must disclose in writing any potential conflicts of interest to DHEC in accordance with applicable federal awarding agency policy. Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent of Subrecipient may participate in the selection, award, or administration of a supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. Subrecipient's officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Subrecipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by Subrecipient's officers, employees, or agents.

If Subrecipient has a parent, affiliate, or subsidiary organization that is not a state or local government or Indian tribe, Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, Subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

**SUBRECIPIENT AUDIT REQUIREMENTS** Subrecipients, except for-profit entities, must submit a certification of total federal and state grant expenditures upon request from DHEC. If Subrecipient expends \$750,000 or more in federal awards from all sources during the fiscal year, Subrecipient must have a single or program-specific audit conducted for that fiscal year, in accordance with the provisions of 2 CFR Part 200, Subpart F.

Subrecipient shall complete and submit the audit within the earlier of 30 calendar days after receipt of the auditor's reports(s), or nine months after the end of the audit period. -Subrecipient agrees to send one copy of any audit conducted under the provisions of 2 CFR Part 200, Subpart F, to:

SC Department of Health and Environmental Control  
Director for the Bureau of Financial Management  
2600 Bull Street  
Columbia, SC 29201

Entities which are audited as part of the State of South Carolina Statewide Single Audit are not required to furnish a copy of that audit report to DHEC's Office of Internal Audits.

Non-federal entities that expend less than \$750,000 a year in total federal awards, from all sources, are exempt from the Federal audit requirements of 2 CFR Part 200, Subpart F for that year, but records must be available for

review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office (GAO).

A subrecipient is prohibited from charging the cost of an audit to federal awards if the subrecipient expended less than \$750,000 from all sources of federal funding in the Subrecipient's fiscal year. If the subrecipient expends less than \$750,000 in federal funding from all sources in the subrecipient's fiscal year, but obtains an audit paid for by non-federal funding, then DHEC requests a copy of that audit to be sent to:

SC Department of Health and Environmental Control  
Director for the Bureau of Financial Management  
2600 Bull Street  
Columbia, SC 29201  
Email: [paradeko@dhec.sc.gov](mailto:paradeko@dhec.sc.gov)  
Phone: (803) 898-3390

If a subrecipient utilizes an indirect cost rate, the subrecipient must provide a copy of the approved indirect cost rate letter from its federal cognizant agency OR an indirect cost rate reviewed and approved by an external auditor in accordance with GAAP. Otherwise, only direct charges will be allowed under the terms and conditions of this Agreement.

**FFATA REPORTING** As a recipient of federal funds, Subrecipient is required to report the following minimum data elements to DHEC. Additional data elements may be required by subsequent OMB guidance or regulation.

*(DO NOT ENTER THIS INFORMATION IN THE FEDERAL REPORTING DATABASE, ONLY REPORT IT BACK TO DHEC. THE DHEC BUREAU OF FINANCIAL MANAGEMENT IS RESPONSIBLE FOR REPORTING THIS INFORMATION TO THE FEDERAL GOVERNMENT.)*

1. *Unique Entity Identifier (UEI) number*
2. *Contract number*
3. *Subrecipient name as registered in the Central Contractor Registration*
4. *Amount of award received*
5. *Total Amount of contract award*
6. *Date contract was signed by both parties*
7. *Total contract period*
8. *Physical location of primary place of performance*
  - a. *State*
  - b. *Population*
  - c. *City*
  - d. *Congressional District*
  - e. *County*
  - f. *Area of Benefit (i.e., state, county, city, school district)*
9. *Top 5 most highly compensated officers and their compensation*

**AUDIT** Subrecipients who are not required to obtain a single or program specific audit may be required to obtain limited scope audits if the quarterly compliance reports, site visits and other information obtained by DHEC raise



reasonable concern regarding compliance with contract conditions. Such engagements may not be paid for by DHEC pass-through funds.

**LOBBYING** Contractors and Grantees, including subcontractors, sub grantees, and subrecipients who receive federal funds pursuant to this agreement, are prohibited from using any of the federal funds to engage in lobbying activities, and must adhere to applicable statutes and regulations as a condition of receiving the federal funds. These prohibited activities include both direct and "grass roots" lobbying at the federal, state, and local levels, legislative and executive functions.

No part of any grant or contract funds will be used to pay the salary or expenses of any person related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government. This prohibition shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

31 U.S.C. § 1352 certification (45 CFR Part 93).

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. NOTE: These amounts are adjusted annually for inflation at 45 CFR part 102.

**AGENCY REORGANIZATION:** Pursuant to 2023 Act No. 60, as of July 1, 2024, all contractual rights and obligations of DHEC will be transferred to the Department of Public Health and/or Department of Environmental Services

("Successor Agencies") by operation of law. Grantee's or Subrecipient's rights and obligations shall continue without change and Grantee or Subrecipient shall perform in accordance with this Contract or Agreement except as instructed otherwise by the Successor Agencies. All references to the Department of Health and Environmental Control or DHEC in this Contract or Agreement shall be deemed to refer to the Successor Agencies as appropriate without the necessity of an amendment or any other action by the parties. In all other respects, this Contract or Agreement shall remain fully in effect after that time according to its terms unless and until amended.

The parties to the Subaward hereby agree to any and all provisions of the Subaward as stipulated herein.

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

OCONEE COUNTY DETENTION CENTER

BY: Linda J. Bell, M.D.  
Linda J. Bell, M.D.  
State Epidemiologist  
Director, Bureau of Communicable Disease Prevention and Control

BY: Jeremy Chapman  
Jeremy Chapman  
Captain/Director

DATE: 03:26.2024

DATE: \_\_\_\_\_

MAILING ADDRESS:  
415 S Pine St  
Walhalla, SC 29691

MAILING ADDRESS:  
SC DHEC-Public Health Contracts  
Angie Barnica  
Bureau of Communicable Disease Prevention & Control  
2100 Bull Street  
Columbia, SC 29201  
803-898-1189

REMITTANCE ADDRESS: (if different from mailing address)

TAX/EMPLOYER ID#: 576000391  
UEI #: L5FWNJYNWJB4

TYPE OF ENTITY (check one):  
Corporation  
LLC  
Partnership  
Nonprofit organization  
 Government agency or political subdivision - specify state if not SC: \_\_\_\_\_  
Other Governmental body (specify) \_\_\_\_\_  
Individual/sole proprietor  
Other (specify) \_\_\_\_\_

If a corporation or LLC, or nonprofit organization:  
State of incorporation/organization:  
\_\_\_\_\_

Registered agent and address in South Carolina:  
\_\_\_\_\_  
\_\_\_\_\_

---

SCDLLR or other license #

---





# Quote

April 1, 2024

Donna Lusk  
 Oconee County Sheriff's Office  
 300 Church Street  
 Walhalla, SC 29691  
 864-638-4106  
[ichapman@oconeelaw.com](mailto:ichapman@oconeelaw.com)

QUO 2022-11-19 R5

Please see the quotation below for the Tek84 Intercept Body Scanner. The scanner includes all that is listed below as well as (1) built in camera to include a photo of the subject with each scan (2) Your agency's logo on the scanner as well as on each scan report. (3) Training by a medical professional on the use of the product, required radiation training and expert training on reading the scan results. (4) A one-time grab or your JMS database to upload the current list of subjects currently and previously in your facility.

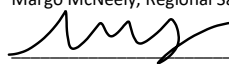
Qty	Part Number	Description	Net Each	Ext Price
1	SSD-017-1102	Tek84 Intercept Whole Body Security Scanning System	\$ 139,000.00	\$ 139,000.00
		High Strength Aluminum Unibody Frame. 106Kv Monoblock Oil Cooled Generator. 34" X 72" X 90" (79" top removed) foot print. 4 Second Scan Time. Variable Scanning Dosage from 0.25 uSv to 2.0 uSv		
		Tethered Ethernet Connected Work Station with 27" Vertically Mounted Touch Screen Monitor. PC with Win OS and (2) 1 TB HDD. RAID. 1 million image storage capacity. Transportable on Built in Heavy Duty Caster System. Corner Mounting Feet. 16 million Grey Scale Levels. 110 V/60hz. 1Kva		
1	INT-Training	2.5 days Formal, classroom, on-site Initial One (1) Year Parts and Labor on Entire System from Time of Delivery	Included	
1	INT-WARRANTY		Included	
1	INT-Shipping	Freight from San Diego, CA to Walhalla, SC 29691	\$ 3,500.00	\$ 3,500.00
<b>Optional Items:</b>				
0	SSD-020-1000	TekNet w/ VM Support 20TB storage to track accumulative dosage. Includes rack mounted server. (up to 20 Intercepts)	\$ 12,390.00	\$ -
0	SSD-017-9912	Per Intercept TekNet connection	included	
0	SSD-017-9922	Intercept Manager Software Application	\$ 1,500.00	\$ -
0	SSD-017-9923	Intercept Manager software with JMS integration	TBD	
0		Intercept Manager Application Annual License fee	\$ 500.00	\$ -
1	INT-PN 13282	Bundled ICI Thermal Scanner - For Temperature Scanning	\$ 20,000.00	\$ 20,000.00
0	SSD-017-9930	Desktop PC to install Intercept Manager software	\$ 3,875.00	\$ -
0	SSD-017-9706	Wall mounted touchscreen monitor	\$ 2,500.00	\$ -
5	INT-EXT-WAR	Years of Additional Warranty Starting Month 13**	\$ 8,900.00	\$ 44,500.00
		qty disco		\$ (4,500.00)
			Subtotal	\$ 202,500.00
			SC Tax 6%	\$ 12,150.00
			<b>Total</b>	<b>\$ 214,650.00</b>

\*\*additional years of warranty are \$8900/yr only if purchased at the time of initial purchase

By execution of this agreement, by an authorized signature, the customer agrees to purchase the products specified subject to the terms and conditions set forth in the agreement and subject to Tek84 and conditions available at [www.Tek84.com](http://www.Tek84.com).

This quote will expire on: 05/31/24  
 Delivered-at-place: Walhalla, SC 29691  
 Terms: Net 30  
 Taxes: Circle one Exemption certificate attached Tax rate provided here:  
 \*if taxes apply, please request updated quote

**Accepted By:**  
 Printed Name and Title: \_\_\_\_\_  
 Authorized Signature \_\_\_\_\_  
 Date \_\_\_\_\_

**Prepared by:**  
 Margo McNeely, Regional Sales Manager  
  
 4/1/2024

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 16, 2024

## ITEM TITLE:

**Title: Purchase of Mobile Breathing Air Trailer System**

**Departments: Emergency Services**

**Amount: \$200,078.23**

## FINANCIAL IMPACT:

Procurement was not included in the 2023-2024 Budget process. It is 90% Grant Funded.

Matching funds were included in the FY 2023-2024 Budget process.

Budget: \$200,078.23    **Project Cost: \$200,078.23**    **Balance: \$0.00**

Finance Approval: \_\_\_\_\_

## BACKGROUND DESCRIPTION:

This request is for the purchase of a Mobile Breathing Air Trailer. This trailer is a 16' x 7' enclosed trailer and will have a 6000 PSI Bauer Compressor with P5S 150,000 cu ft purification systems with SECURUS electronic cartridge monitor and purification system pressure gage, panel mounted CO Monitor, Mobile Blow Thru bases and 3 position fill station for safety, bottle rack with 8 High pressure cylinders, 160 ft. of #3 high pressure breathing hose and reel, roof mount exhaust, wall mounted reg panel, 8000 watt gas generator, 10 bottle SCBA drop in rack, 15K BTU AC/Heat unit, 14' Awning, electrical package that includes light switches, receptacles, led lights and 4 mounted scene lights. This trailer will be used for filling SCBA cylinders on large incident fire scenes and dive cylinders on dive calls, and this unit will also be used for training during live fire burns. This unit is replacing the end-of-life air compressor that was purchased used 8 years ago for training and is now 34 years old. With the age, it is becoming more difficult to find parts for maintenance and repair.

The Fleet Maintenance Director also approves this purchase. This purchase is a Sole Source purchase.

## SPECIAL CONSIDERATIONS OR CONCERNS:

Safe Air Systems of Randleman, NC is the only factory authorized Bauer Compressors, Inc sales and service distributor for the Oconee County area. Safe Air Systems is also a custom builder of the Scene Response Air Trailer.

Emergency Services received a grant award the U.S. Department of Homeland Security, in the amount of up to \$181,094.54 for the purchase of a Mobile Breathing Air Trailer with equipment. There is a grant match required in the amount of \$ 18,983.69 (10% match \$18,109.46 and increase since grant application \$874.23)

## ATTACHMENT(S):

1. Safe Air Systems Quote
2. Bauer Compressor Sole Source / Factory Authorized sales and service distributor letter
3. Department Sole Source Request Letter
4. Grant Award Letter
5. Pictures of similar Breathing Air Trailers

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

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

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council;

1. Approve the acceptance of the Assistance to Firefighters Grant (AFG) Award from the U.S. Department of Homeland Security in the amount of \$181,094.54.
2. Approve Grant match in the amount of 18,983.69.
3. Approve the purchase of a Mobile Breathing Air Trailer System with Bauer Compressor to Safe Air Systems of Randleman, NC, in the amount of \$200,078.23.
4. Authorize the County Administrator to execute documents for this grant project.

**Submitted or Prepared By:** \_\_\_\_\_  
**Tronda C. Popham, Procurement Director**

**Approved for Submittal to Council:** \_\_\_\_\_  
**Amanda F. Brock, County Administrator**

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

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



SALES & SERVICE CENTERS  
 SALES@SAFEAIRSYSTEMS.COM | SERVICE@SAFEAIRSYSTEMS.COM



210 LABRADOR DR.  
 RANDELMAN, NC 27317

OHIO - CORP HQ  
 614.864.1235

NORTH CAROLINA  
 336.674.0749

FLORIDA  
 352.629.7712

TENNESSEE  
 423.634.3184

INDIANA/KENTUCKY  
 614.986.1025

PENNSYLVANIA  
 412.564.5756

MICHIGAN  
 517.786.4060

ILLINOIS  
 217.768.4408

8855 E BROAD ST  
 REYNOLDSBURG, OH 43068

WWW.BREATHINGAIR.COM | WWW.SAFEAIRSYSTEMS.COM

THE NATION'S LARGEST DISTRIBUTOR OF



## Quote

Page 1 of 5

Safe Air Systems  
 8855 E Broad Street  
 Reynoldsburg OH 43068  
 United States

**Requested By: SCOTT KREIN**  
**Title: DIRECTOR**  
**Email: SKREIN@OCONEESC.COM**  
**Phone: (864) 638-4200**

**Date** 03/28/2024  
**Quote #** QUO-NC4573  
**Customer ID** 655155

**Bill To**  
 OCONEE COUNTY EMERGENCY  
 216 EMERGENCY LANE  
 WESTMINSTER SC 29693  
 United States

**Ship To**  
 MICHAEL HUNNICUTT  
 OCONEE COUNTY EMERGENCY  
 216 EMERGENCY LANE  
 WESTMINSTER SC 29693  
 United States

**Expires** 05/27/2024  
**Terms** Net 30  
**Shipping Method** LTL Motor Freight  
**FOB**  
**Est Delivery Time** TBD

Sales Rep: Edward Holland  
 Sales Rep Email: eholland@safeairsystems.com  
 Sales Rep Phone: (336) 674-4676

A 3% CREDIT CARD CONVENIENCE FEE WILL BE ADDED TO ALL ORDERS AT TIME OF FULFILLMENT FOR ALL CREDIT CARD TRANSACTIONS EXCEEDING \$1,200.00. A WIRE FEE OF \$45.00 WILL BE ADDED TO ALL ORDERS PAID BY WIRE.

Item	Quantity	Description
CUSTOM TRAILER	1	5 year bumper to bumper warranty on the compressor & fill station. Customer required to use Safe Air Systems / Breathing Air Systems as your service provider for the first 5 years along with air testing for those 5 years. If at anytime you have another company preform any work the warranty would be void. Mobile Air Unit 7' x 16' Enclosed Trailer with the following features: * Dual Torsion Axles 5200 lbs each * Extended Tongue * 36" x 78" Side Door * Partition Wall * (2) Rear Stabilizer Jacks * Spare Tire * Double Barn Door * Rock Guard Floor Covering * 7' Interior Height *15K BTU AC/Heat unit in front room * 14 ft Awning *Electrical package that includes (2) 4 ft LED interior lights with switches ,(2) internal receptacles and (4)outside lights . Also includes breaker box,
EZ-35 ROLL UP	2	EZ35 60" X 48" ROLL UP DOOR ASSEMBLED
52-DOORSWITCH	2	Door Switch for Mobil Installation
H25-D	1	Bauer Compressor System - 6000 psi - 25.2 cfm. Bauer Open Horizontal Air System 6000 psi. 25.2 cfm. Charging rate with pressure switch for automatic start & stop





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## Quote

Page 2 of 5

Safe Air Systems  
 8855 E Broad Street  
 Reynoldsburg OH 43068  
 United States

**Date** 03/28/2024  
**Quote #** QUO-NC4573  
**Customer ID** 655155

Item	Quantity	Description
		control. Gauge panel including hourmeter. P5S 150,000 cu ft purification system with SECURUS electronic cartridge monitor and purification system pressure gauge. Pressure lubricated with low oil protection. Automatic condensate drain system - PLC based controller and E-Stop Button. Electric clutch and oil switch. NEMA 4 electrical enclosure. Entire electrical assembly is UL LISTED. Water Cooled Diesel Engine with electric start package.
26-SASCO-12V	1	Panel Mounted CO Monitor 12V
OUTV-KIT/CLAS	1	Comp Outlet Valve Kit
CFS5.5-3M	1	Three position CFS designed to be used in conjunction with a BAUER or Breathing Air Systems fill control panel supplied separately, as no fill controls are provided
BAS-0128	1	Mobile Blow Thru Bases for a 3 Position Fill Station for CFSII/5.5-3
ACP-4BNK-3P-SS	1	4 BANK ACP WITH REGULATOR, GAUGES AND LINE VALVES, 3 POS
DIAMOND 1/8 IN	6	DIAMOND TREAD PLATE
Miscellaneous Equipment & Parts	1	BOTTLE RACK,HOLDS 8 UN CYLINDERS UNDER H25D
90-UN-6000	8	CYLINDER, UN 6000 PSI
CYL-ELB-702	4	CGA FITTING/ELBOW FOR 6K
CYL-TEE-702	4	CGA FITTING & TEE FOR 6000 PSI
AC-12 HY	8	TULIP RING VALVE PROTECTOR HYB
50-BA001-3	160	#3 BREATHING AIR HOSE PER FOOT
10655-4-3	22	END, PARFLEX FEMALE
TRAILER EXHAUST KIT	1	TRAILER EXHAUST PIPE, THIMBLE AND RAIN CAP KIT. FOR ROOF MOUNT EXHAUST.
FHN716M WALL	1	100' WALL MOUNT REEL FHN 716-19-20-10.5M VR H6M; SS BARSTOCK HUB, 1/2" M x F H6M PLATED SU SWL JT FOR BREATHING AIR, 1/2" FNPT SS RISER, PAINT GRAPHITE
FTX48	2	CONN., #4 MJIC X 1/2" MP
50-BA100-3E	1	Breathing Air Hose 100'
97-BALL	1	HOSE REEL BALL 3"
59X0502-QC	1	Fill Adapter w/ 6K Quick Coup
91-FLANGE/NIP	1	FLANGE 1/4" FLOOR
93-CMP-SS	1	WALL MOUNT REG PANEL 6K
30-0100	1	LINE VALVE FOR CMP
FG64	1	Pipe Reducer Steel Fitting - 3/8 Female Pipe X 1/4 Male Pipe Reducer FOR CMP



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 REYNOLDSBURG, OH 43068

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THE NATION'S LARGEST DISTRIBUTOR OF



## Quote

Page 3 of 5

Safe Air Systems  
 8855 E Broad Street  
 Reynoldsburg OH 43068  
 United States

Date 03/28/2024  
 Quote # QUO-NC4573  
 Customer ID 655155

Item	Quantity	Description
FTX44	1	FITTING, #4 MJIC X 1/4" MNPT FOR CMP
GP8000E	1	Generator- GAS electric start 8000 Watt
52-GEN MOUNT	1	GENERATOR MOUNT, INSTALLED
52-GENERATOR COVER	1	GENERATOR MOUNT, INSTALLED
CUSTOM ASSY	1	10 bottle SCBA drop in rack located in front compartment
GR75-75	1	GROUNDING REEL, SPRING REWIND W/ 75" OF GROUNDING CABLE, 100 AMP CLAMP
SLIDE GROUND ROD	1	36" X 1/2" SLIDE HAMMER GROUND ROD
CFS FILL ASSY-MSA	3	MSA QUICK CONNECT FILL WHIP FOR CFS5.5
CFS FILL ASSY-SCUBA	3	SCUBA QUICK CONNECT FILL WHIP FOR CFS5.5
Subtotal		
Discount		
AIRTEST-SINGLE-NC	1	AIRTEST SINGLE
Shop Labor - SAS	140	Shop Labor - SAS
		THIS QUOTE IS FOR A MOBILE AIR TRAILER 7' X 16' THAT WILL INCLUDE THE FOLLOWING ITEMS:
		* DUAL TORSION AXLES 5200 LBS EACH
		* EXTENDED TONGUE
		* 36" X 72" SIDE DOOR
		* PARTITION WALL
		* WHITE VINYL OVERLAY ON WALLS
		* (2) REAR STABILIZER JACKS
		* SPARE TIRE
		* ROCK GUARD FLOOR COVERING
		* 7' INTERIOR HEIGHT
		* 15K BTU AC/HEAT UNIT IN FRONT COMPARTMENT
		* 14 FT AWNING
		COMPRESSOR IS A BAUER DIESEL UNIT: 25 CFM, 6000 PSI, WITH INTERSTAGE GAUGES, AUTO CONDENSATE DRAIN, ELECTRIC MOISTURE MONITOR & CO MONITOR.
		ALSO INCLUDES (8) 6000 PSI UN CYLINDERS THAT WILL BE HOUSED IN A RACK THAT THE COMPRESSOR WILL SIT ON TOP OF RACK. THEY WILL BE



SALES & SERVICE CENTERS  
 SALES@SAFEAIRSYSTEMS.COM | SERVICE@SAFEAIRSYSTEMS.COM



210 LABRADOR DR.  
 RANDELMAN, NC 27317

OHIO - CORP HQ  
 614.864.1235

INDIANA/KENTUCKY  
 614.986.1025

NORTH CAROLINA  
 336.674.0749

PENNSYLVANIA  
 412.564.5756

FLORIDA  
 352.629.7712

MICHIGAN  
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Page 4 of 5

Safe Air Systems  
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**Date** 03/28/2024  
**Quote #** QUO-NC4573  
**Customer ID** 655155

Item	Quantity	Description
		<p>LOCTED IN REAR COMPARTMENT OF TRAILER.</p> <p>BAUER 3 POSITION CONTAINMENT FILL STATION WITH (4) BANK AIR CONTROL PANEL. IT WILL BE LOCATED IN FRONT COMPARTMENT OF THE TRAILER.</p> <p>100 FT HIGH PRESSURE SPRING REWIND HOSE REEL WITH HOSE, BALL STOP AND 6000 PSI FILL ADAPTOR. LOCALLY MOUNTED REGULATED CONTROLS.</p> <p>8000 WATT GENERATOR MOUNTED ON TONGUE OF TRAILER WITH COVER AND BATTERY INCLUDED. ALSO INCLUDES 75 FT GOUNDING REEL &amp; GROUNDING ROD.</p> <p>ELECTRICAL PACKAGE THAT INCLUDES LIGHT SWITCHES, (2) INTERIOR RECEPTICALES. (2) 4 FOOT LED LIGHTS ONE IN EACH COMPARTMENT.</p> <p>4 SCENE LIGHTS THAT WILL MOUNT ON TRAILER TWO ON EACH SIDE.</p> <p>10 BOTTLE SCBA DROP IN RACK LOCATED IN FRONT COMPARTMENT WITH FILL STATION.</p> <p>(3) MSA QUICK CONNECT ADAPTORS FOR THE FILL STATION.</p> <p>(3) SCUBA ADAPTORS FOR THE FILL STATION.</p> <p>CUSTOMER WILL PICK THE TRAILER UP AT OUR SHOP IN RANDELMAN, NC AND WE WILL GIVE USER TRAINING AT THAT TIME.</p>



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## Quote

Safe Air Systems  
 8855 E Broad Street  
 Reynoldsburg OH 43068  
 United States

Page 5 of 5

**Date** 03/28/2024  
**Quote #** QUO-NC4573  
**Customer ID** 655155

Item	Quantity	Description

**Subtotal** 187,253.05  
**Shipping Cost (LTL Motor Freight)** 1,500.00  
**Tax Total** 11,325.18  
**Total** \$200,078.23

ALL QUOTES ARE VALID FOR A MAXIMUM OF 30 DAYS.

PAYMENT TERMS: PAST DUE INVOICES ARE SUBJECT TO LATE CHARGES AT THE RATE OF 1.5% PER MONTH (ANNUAL 18%).

SHIPPING CHARGES WILL BE ADDED WHEN ORDERS ARE FULFILLED.

ALL PARTS RETURNS OR EXCHANGES MUST BE COMPLETED WITHIN 45 DAYS FROM INVOICE DATE. ALL RETURNS REQUIRE A RETURN MERCHANDISE AUTHORIZATION. ALL RETURNS ARE SUBJECT TO A 15% RESTOCKING FEE.

NOTE: PAYMENTS BY CREDIT CARD WILL INCUR A CONVENIENCE FEE TOTALING 3.0% OF THE INVOICE TOTAL ON ALL TRANSACTIONS EXCEEDING \$1,200.00.

Quote Approved By: \_\_\_\_\_ (Print Name)

Approved By Signature: \_\_\_\_\_



QUO-NC4573

March 28, 2024

To: Scott Krein  
Director, Oconee County Services  
300 South Church St.  
Walhalla, SC 29691

Ref: Bauer Compressors, Inc. Sales and Service Authorization

Please accept this letter as confirmation that Safe Air Systems is the only factory authorized Bauer Compressors, Inc. ("Bauer") sales and service distributor for your account. Bauer has appointed Safe Air Systems as the exclusive distributor of record for your account. We have had a long-standing relationship with Safe Air Systems and find them to be a highly focused and customer driven organization. They have the capability of providing sales and service support on all breathing air products manufactured by Bauer. Their contact information is as follows:

Safe Air Systems  
210 Labrador Dr  
Randleman, NC 27317  
Tel: 336-645-8241  
Attn: Mark Prillaman

This appointment of Safe Air Systems as your exclusive distributor of record is valid until March 27, 2025, or until Bauer changes or revokes this appointment, in writing, whichever comes first.

Please feel free to contact me if I can provide any additional information or answer any questions for you.

Sincerely,

Bauer Compressors, Inc.



William Dickson

Vice President of Sales, Breathing Air Products

OCONEE COUNTY  EMERGENCY SERVICES

415 SOUTH PINE STREET WALHALLA, SOUTH CAROLINA 29691

PHONE (864) 638-4200

FAX (864) 638-7046

---

April 4, 2024

Purchasing Department  
415 S. Pine Street  
Walhalla, SC 29691

Oconee County Emergency Services is requesting Safe Air Systems be granted the award for the Scene Response Air Trailer. Safe Air Systems is the sole source vendor for Bauer Air Compressors and custom builder of the Scene Response Air Trailer. We would like to use the Bauer compressor as we have others in the county and our staff is trained on the use of this unit.

This unit is designed to be portable and provide on scene air compression, while meeting the stringent air quality requirements for breathing air. The unit is capable of maintaining compressed cylinders for an indefinite amount of time on long duration call outs for both fire and dive scenes. This vendor services units at other fire stations within the county. Maintaining and testing will be done by the vendor in county, as they are already doing with the other units.



Scott Krein  
Director  
Oconee County Emergency Services

# Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Effective date: 08/25/2023



Brittney Martin  
OCONEE COUNTY  
415 S PINE ST  
WALHALLA, SC 29691

EMW-2022-FG-02646

Dear Brittney Martin,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2022 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$181,094.54 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$18,109.46 for a total approved budget of \$199,204.00. Please see the FY 2022 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2022 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads "P. Williams".

PAMELA WILLIAMS  
Assistant Administrator, Grant Programs







CITY FIRE DEPARTMENT

FIRST AID

CFSE

MOBILE AIR SUPPLY UNIT

AIR SUPPLY 1



# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 16, 2024

## ITEM TITLE:

**Procurement #: ITB 23-14    Title: Road Paving 2023-2024    Department: Roads and Bridges    Amount: \$6,794,956.85**  
**Contingency (10%): \$ 679,495.69**  
**Total Award: \$7,474,452.54**

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 23-24 budget process.

Budget: **\$7,474,452.54**    Project Cost: **\$7,474,452.54**    Balance: **\$0**    Finance Approval: \_\_\_\_\_

*(Funding from Road Maintenance Fund & C-Funds)*

## BACKGROUND DESCRIPTION:

On April 4, 2024, formal sealed bids were opened for paving of approximately twenty-two (22) miles of County roads (see attached Tentative Road List). The methods of paving are Simple Overlay, Reconstruction Mill in Place, and Variable Mill. Thirteen (13) companies were originally notified of this bid opportunity with two (2) companies submitting bids. King Asphalt, Inc., of Liberty, SC submitted the low bid in the amount of \$6,794,956.85. A 10% contingency, in the amount of \$679,495.69, is requested to account for fluctuating asphalt prices, variations in estimated unit quantities and any other unforeseen items that may arise.

This is a multiyear contract and is expected to be complete by June 30, 2025.

Funding will come from the following;

FY 23-24 Road Maintenance Fund

FY 24-25 Road Maintenance Fund, pending approval of the FY 24-25 Budget for the Road Maintenance Fund.

C-Funds will also be utilized for this project

## ATTACHMENT(S):

1. Bid Tab
2. Tentative Road List (from ITB)

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council

1. Approve the Award of ITB 23-14, Road Paving 2023-2024, to King Asphalt, Inc., of Liberty, SC in the amount of \$6,794,956.85, plus a 10% contingency in the amount of \$ 679,495.69, for a total award of \$ 7,474,452.54.
2. Authorize the County Administrator to execute the contract documents and approve any change orders within the contingency amount.

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.*

Bidders			King Asphalt, Inc		Rogers Group, Inc					
Address			Liberty, SC		Greer, SC					
Approx Qty	Units	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
23,123	TON	Surface, Type C, w/SCDOT Stone Specs	\$ 137.50	\$ 3,179,412.50	\$ 159.00	\$ 3,676,557.00		\$ -		\$ -
16,191	TON	Intermediate, Type C, Patching w/SCDOT Stone Specs	185.00	2,995,335.00	241.00	3,902,031.00		-		-
18,383	SY	Milling in place	3.55	65,259.65	21.00	386,043.00		-		-
5,068	SY	Variable Mill	5.50	27,874.00	34.00	172,312.00		-		-
4,284	TON	Hauling county stone	12.00	51,408.00	26.00	111,384.00		-		-
20,075	SY	Set Up	4.80	96,360.00	5.20	104,390.00		-		-
90	SY	Concrete Driveway Removal	60.00	5,400.00	426.00	38,340.00		-		-
4,656	CY	Unsuitable Material	62.70	291,931.20	108.00	502,848.00		-		-
3,058	SY	Geogrid Material	7.00	21,406.00	19.00	58,102.00		-		-
544	CY	Shoulder Build	95.00	51,680.00	225.00	122,400.00		-		-
6,531	SY	Seeding	0.50	3,265.50	6.50	42,451.50		-		-
15	EACH	Compaction Test	125.00	1,875.00	950.00	14,250.00		-		-
15	EACH	Core Testing	125.00	1,875.00	950.00	14,250.00		-		-
15	EACH	Nuclear Testing	125.00	1,875.00	950.00	14,250.00		-		-
<b>Grand Total</b>				6,794,956.85		9,159,608.50		-		-

Attended Bid Opening:

In Person: Tronda C Popham, Katie Brown, Heather Downing

Zoom: Kyle Reid, Doug Limbaugh, Marc Bailey

## Tentative Road List

	Road #	Name	Paving Method	Directions	PCI	Width	Length
1	CE	64	FISHERS COVE RD	SIMPLE OVERLAY			
				SOUTH ON S HWY 11 FROM THE WEST OAK HWY BRIDGE, LEFT ON GREER RD, RIGHT ON HWY 182, WILL BE ON RIGHT PAST GREENACRES LN	48	18	9,790
2	SE	12	PLANTATION RD	SIMPLE OVERLAY			
				NORTH ON ROCHESTER HWY FROM SENECA, RIGHT ON OLD CLEMSON HWY, LEFT ON LAWRENCE BRIDGE RD, WILL BE ON RIGHT PAST ROCKINGHAM RD (BAYSHORE ESTATES SUBDIV)	52	20	4,143
3	CE	44	WATERSHED RD	SIMPLE OVERLAY			
				SOUTH ON HWY 59 FROM CROSSROADS, WILL BE ON LEFT APPROX 1 MILE	57	17	6,040
4	TU	23	MARCENGILL RD	SIMPLE OVERLAY			
				SOUTH ON RETREAT ST IN WESTMINSTER, WILL BE THE 1ST STREET ON RIGHT AFTER MIMOSA RD (CAN BE ACCESSED FROM W KING ST AND PUMP HOUSE RD)	57	19	5,349
5	TU	37	COBB BRIDGE RD	SIMPLE OVERLAY			
				WEST ON LONG CREEK HWY FROM WESTMINSTER, WILL BE ON RIGHT APPROX 2 MILES FROM CITY LIMITS	63	20	31,494
6	SE	352	SHALLOWFORD WAY	RECONSTRUCTION/ MILL IN PLACE WITH BACKSLOPE			
				NORTH ON ROCHESTER HWY FROM SENECA, RIGHT ON OLD CLEMSON HWY, LEFT ON BAYSHORE DR, RIGHT ON STONEHAVEN WAY, WILL BE 1ST STREET ON RIGHT	60	19	688
7	SE	351	WILDWOOD PL	RECONSTRUCTION/ MILL IN PLACE			
				NORTH ON ROCHESTER HWY FROM SENECA, RIGHT ON OLD CLEMSON HWY, LEFT ON BAYSHORE DR, RIGHT ON STONEHAVEN WAY, WILL BE 1ST STREET ON LEFT (STONEHAVEN SUBDIV)	67	10	221
8	SE	353	INLET REACH DR	RECONSTRUCTION/ MILL IN PLACE WITH BACKSLOPE			
				NORTH ON ROCHESTER HWY FROM SENECA, RIGHT ON OLD CLEMSON HWY, LEFT ON BAYSHORE DR, RIGHT ON STONEHAVEN WAY, WILL BE ON RIGHT PAST SHALLOWFORD WAY (STONEHAVEN SUBDIV)	60	23	707
9	SE	354	PRESQUE ISLE PL	RECONSTRUCTION/ MILL IN PLACE			
				NORTH ON ROCHESTER HWY FROM SENECA, RIGHT ON OLD CLEMSON HWY, LEFT ON BAYSHORE DR, RIGHT ON STONEHAVEN WAY, WILL BE ON LEFT PAST WILDWOOD PL (STONEHAVEN SUBDIV)	61	10	305
10	SE	355	HERMITAGE MOORING DR	SIMPLE OVERLAY			
				NORTH ON ROCHESTER HWY FROM SENECA, RIGHT ON OLD CLEMSON HWY, LEFT ON BAYSHORE DR, RIGHT ON STONEHAVEN WAY, WILL BE ON RIGHT PAST INLET REACH DR (STONEHAVEN SUBDIV)	65	19	650

	Road #	Name	Paving Method	Directions	PCI	Width	Length
11	SE	356 PINE HAVEN CT	SIMPLE OVERLAY	NORTH ON ROCHESTER HWY FROM SENECA, RIGHT ON OLD CLEMSON HWY, LEFT ON BAYSHORE DR, RIGHT ON STONEHAVEN WAY, WILL BE ON LEFT PAST PRESQUE ISLE PL	75	10	223
12	SE	357 HIDDEN COVE CT	SIMPLE OVERLAY	NORTH ON ROCHESTER HWY FROM SENECA, RIGHT ON OLD CLEMSON HWY, LEFT ON BAYSHORE DR, RIGHT ON STONEHAVEN WAY, WILL BE ON RIGHT PAST HERMITAGE MOORING DR	65	20	478
13	SE	288 DEER TRL	SIMPLE OVERLAY	NORTH ON ROCHESTER HWY FROM SENECA, RIGHT ON OLD CLEMSON HWY, LEFT ON BAYSHORE DR, RIGHT ON STONEHAVEN WAY, WILL BE ON LEFT PAST PINE HAVEN CT (STONEHAVEN SUBDIV)	63	22	480
14	SE	259 TRAILS END CT	RECONSTRUCTION/ MILL IN PLACE WITH BACKSLOPE	NORTH ON ROCHESTER HWY FROM SENECA, RIGHT ON OLD CLEMSON HWY, LEFT ON BAYSHORE DR, RIGHT ON STONEHAVEN WAY, WILL BE AT END OF STREET (STONEHAVEN SUBDIV)	60	19	693
15	SE	447 HERON COVE CIR	RECONSTRUCTION/ MILL IN PLACE WITH BACKSLOPE	NORTH ON ROCHESTER HWY FROM BY PASS 123 IN SENECA, RIGHT ON OLD CLEMSON HWY, LEFT ON BAYSHORE DR, RIGHT ON STILLWATER DR, WILL BE ON LEFT PAST PROMONTORY RDG (CAN BE ACCESSED FROM CLEMSON BLVD ONTO OLD CLEMSON HWY) (STILLWATER SUBDIV)	66	24	1,615
16	SE	448 PRESERVATION PT	RECONSTRUCTION/ MILL IN PLACE WITH BACKSLOPE	NORTH ON ROCHESTER HWY FROM BY PASS 123 IN SENECA, RIGHT ON OLD CLEMSON HWY, LEFT ON BAYSHORE DR, RIGHT ON STILLWATER DR, LEFT ON HERON COVE CIR, WILL BE ON LEFT (CAN BE ACCESSED FROM CLEMSON BLVD ONTO OLD CLEMSON HWY) (STILLWATER SUBDIV)	66	24	310
17	SE	446 PROMONTORY RDG	RECONSTRUCTION/ MILL IN PLACE WITH BACKSLOPE	NORTH ON ROCHESTER HWY FROM BY PASS 123 IN SENECA, RIGHT ON OLD CLEMSON HWY, LEFT ON BAYSHORE DR, RIGHT ON STILLWATER DR, WILL BE ON LEFT PAST OAK CREST CIR (CAN BE ACCESSED FROM CLEMSON BLVD ONTO OLD CLEMSON HWY) (STILLWATER SUBDIV)	70	24	350
18	SE	443 OAK CREST CIR	RECONSTRUCTION/ MILL IN PLACE WITH BACKSLOPE	NORTH ON ROCHESTER HWY FROM BY PASS 123 IN SENECA, RIGHT ON OLD CLEMSON HWY, LEFT ON BAYSHORE DR, RIGHT ON STILLWATER DR, WILL BE ON LEFT (CAN BE ACCESSED FROM CLEMSON BLVD ONTO OLD CLEMSON HWY) (STILLWATER SUBDIV)	69	24	1,421

**\*\* ROADS (1-18) LISTED ABOVE SHALL BE COMPLETED FIRST\*\***

Road #		Name	Paving Method	Directions	PCI	Width	Length
19	SE	103 OWENS RD	SIMPLE OVERLAY	SOUTH ON GODDARD AVE FROM SHILOH RD, WILL BE 1ST STREET ON LEFT (ACROSS FROM E SOUTH 6TH ST (CAN BE ACCESSED FROM WELLS HWY)	55	19	4,031
20	CH	44 CHATTOOGA LAKE RD	SIMPLE OVERLAY	WEST ON HIGHLANDS HWY THROUGH MTN REST FROM WALHALLA, WILL BE ON RIGHT PAST VILLAGE CREEK RD	53	20	3,960
21	WA	115 ROBINHOOD DR	SIMPLE OVERLAY	HIGHLANDS HWY FROM WALHALLA, RIGHT ON SHERWOOD DR, WILL BE ON RIGHT (SHERWOOD FOREST SUBDIV)	55	17	2,587
22	SE	34 CONEROSS PARK RD	SIMPLE OVERLAY	EAST ON WEST OAK HWY FROM CROSSROADS, LEFT ON CONEROSS CREEK RD, RIGHT ON PERRY WOOLBRIGHT RD, WILL BE 1ST STREET ON LEFT	48	19	3,854
23	SE	68 DOYLE DR	SIMPLE OVERLAY	SOUTH ON S WALNUT ST IN SENECA, WILL BE ON RIGHT BEFORE WELLS HWY, ACROSS FROM HOPEWELL BAPTIST CHURCH	54	20	2,802
24	TU	77 KNOX COVE RD	SIMPLE OVERLAY	WEST ON TOCCOA HWY FROM WESTMINSTER, LEFT ON TABOR RD, WILL BE THE 1ST ROAD ON RIGHT	40	17	2,400

Road #		Name	Paving Method	Directions	PCI	Width	Length
25	TU	75 BOND RD	SIMPLE OVERLAY	SOUTH ON DR JOHNS RD FROM WESTMINSTER, LEFT ON CEDAR WOOD RANCH RD, LEFT ON DELTA DR, WILL BE ON LEFT	45	19	1,675
26	SE	26 CARRADINE RD	SIMPLE OVERLAY	EAST ON SHILOH RD FROM WELLS HWY IN SENECA, WILL BE 1ST ROAD ON RIGHT PAST HARBIN LN	67	20	7,153
27	WA	298 CHALMERS MTN	SIMPLE OVERLAY	NORTH ON PICKENS HWY FROM WALHALLA, LEFT ON FAIRFIELD RD, RIGHT ON PICKETT POST RD, WILL BE ON LEFT AFTER CROSSING BRIDGE	66	18	12,580
28	WA	68 W HALFWAY BRANCH	SIMPLE OVERLAY	BLUE RIDGE BLVD FROM WALHALLA, WILL BE ON RIGHT JUST BEFORE HEAD-LEE NURSERY (CAN BE ACCESSED OFF OF POPLAR SPRINGS RD)	68	20	5,122
29	WA	325 CREEK CT	RECONSTRUCTION/ MILL IN PLACE	NORTH ON HWY 11 FROM WEST UNION, RIGHT ON COUNTRY JUNCTION RD, LEFT ON HONEYWOOD DR, WILL BE THE 2ND STREET ON LEFT (SCATTERWOOD SUBDIV)	48	18	518
30	WA	326 WILDWOOD CT	RECONSTRUCTION/ MILL IN PLACE	NORTH ON HWY 11 FROM WEST UNION, RIGHT ON COUNTRY JUNCTION RD, LEFT ON HONEYWOOD DR, WILL BE THE 1ST ROAD ON LEFT (SCATTERWOOD SUBDIV)	63	18	357
31	WA	357 MAGELLAN DR	VARIABLE MILL	NORTH ON KEOWEE SCHOOL RD FROM SENECA, LEFT ON EBENEZER RD, WILL BE ON RIGHT PAST BOTTOMS DR (WELLINGTON POINTE SUBDIV)	79	20	3,694



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 16, 2024  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE:**

Council consideration and approval of the sale and auction listing of the Telsmith Crushing Plant.

**BACKGROUND DESCRIPTION:**

The Telsmith Crushing Plant is directly in the path of the pit expansion toward the Orr property, and as such, needs to be removed within the next 12 months. The plant was decommissioned by DHEC in March 2020 and is no longer allowed to be used for production purposes.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

At the March 19, 2024 Real Estate, Facilities and Land Management Committee Meeting, it was recommended to move forward with the sale of the Telsmith Crushing Plan and by obtaining Council Approval.

The Auction would be set at a 30 day, no reserve, approve-all-sale auction. The Approve-All-Sales strategy allows the County to set the opening bid relatively low, with no reserve, and at the end of the auction period, the County reserves the right to accept or decline the winning bid amount.

The approved winning bidder would be required to remove the equipment, at their expense.

GovDeals, Inc. was awarded Sourcewell Contract #012821-GDI for Auction Services. This contract allows Government Agency to contract directly with the Awarded vendor. GovDeals, Inc. is an Online Marketplace and provides a turnkey System for auctioning surplus. They will market the sale of the Telsmith Crushing Plant to other outlets, such as Heavy Equipment Trader, etc. There is no cost to Oconee County for the Auction; all fees are paid by the buyer. GovDeals, Inc. collects and pays sales tax, where applicable, collects the buyers payment and mails Oconee County a check for the sell amount. By utilizing the auction via GovDeals, Inc. the listing will reach a larger group of interested buyers. The County has used GovDeals, Inc. for the auction of surplus items in the past and their service has been satisfactory.

**FINANCIAL IMPACT:**

The proceeds of the sale of the Telsmith Crushing Plant will be deposited to the quarry's fund balance.

**ATTACHMENT(S):**

See the attached crushing plant profile that lists the major components of the Telsmith Plant. Not listed in the plant profile are auxiliary items such as feeders, conveyors, and storage bins.

**STAFF RECOMMENDATION:**

Staff recommends Council approve the sale and the listing of the Telsmith Crushing Plant for sale at auction with GovDeals, Inc.

**Submitted or Prepared by:**

**Approved for Submittal to Council:**

\_\_\_\_\_  
Thom Moxley, Quarry Director

\_\_\_\_\_  
Amanda Brock, County Administrator

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

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

**PUBLISHER'S AFFIDAVIT**

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Meeting Schedule

**BEFORE ME** the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/04/2024 the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



---

Hal Welch  
General Manager

Subscribed and sworn to before me this  
01/04/2024



---

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



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

# CLASSIFIED MARKETPLACE

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**NOTICES**

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

**ANNOUNCEMENTS**

**DONATE YOUR CAR TO KIDS.**  
Your donation helps fund the search for missing children. Accepting Trucks, Motorcycles & RV's, too! Fast Free Pickup - Running or Not - 24 Hour Response - Maximum Tax Donation -  
**Call (888) 515-3810**

**DENTAL INSURANCE**  
from Physicians Mutual Insurance Company. Coverage for 350 plus procedures. Real dental insurance- NOT just a discount plan. Do not wait! Call now! Get your FREE Dental Information Kit with all the details!  
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**Safe Step.** North America's #1 Walk-In Tub. Comprehensive lifetime warranty. Top-of-the-line installation and service. Now featuring our FREE shower package and \$1600 Off for a limited time! Call today! Financing available. Call Safe Step 1-877-852-0368

Tuesday, January 9, 2024 is the last day to redeem winning tickets in the following South Carolina Education Lottery Instant Games: (1462) 50X

**WANTED EMPLOYMENT**

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

**PETS**

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

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

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

**ADOPT A CAT!** Save a Life! Snuggly, purry cats & kittens \$75 adoption fee includes: spay/neuter, vaccines, microchip. Take a SWEET companion home today!

**U-STOR-IT**  
Mini Warehouse  
Inside • Outside • No Camera  
Fenced • Not Gated • Lighted  
Old Clemson Hwy.  
**654-1000**

[oconeehumane.org](http://oconeehumane.org)  
Call 882-4719

**MISCELLANEOUS FOR SALE**

**ELIMINATE GUTTER CLEANING FOREVER!**  
LeafFilter, the most advanced debris-blocking gutter protection. Schedule a FREE LeafFilter estimate today. 15% off Entire Purchase. 10% Senior & Military Discounts.  
**Call 1-855-875-2449**

**Up to \$15,000 of GUARANTEED Life Insurance!**  
No medical exam or health questions. Cash to help pay funeral and other final expenses.  
**Call Physicians Life Insurance Company 855-837-7719 or visit www.Life5plus.info/scan**

Prepare for power outages today with a GENERAC home standby generator. \$0 Money Down + low monthly payment options. Request a FREE quote. Call now before the next power outage: 1-844-755-0366

**COMPUTER & ACCESSORIES**

For Sale hp envy 6000 wireless printer excellent condition \$35.00 call 864-973-8456

**MERCHANDISE UNDER \$100**

**For Sale!** Chimney Free Infrared Heater 1500 Watts Frame & Glowing Fire Effect Like New, Only Used Once \$45  
**Call or text 864-364-7108**

**AUCTIONS**

**ADVERTISE YOUR AUCTION...** in 99 S.C. newspapers for only \$375. Your 25-word classified will reach more than 2.1 million readers. **Call Randall Savely at the S.C. Newspaper Network, 1-888-727-7377**

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

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

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

**SERVICES**

FREE high speed internet for those that qualify. Government program for recipients of select programs incl. Medicaid, SNAP, Housing Assistance, WIC, Veterans Pension, Survivor Benefits, Lifeline, Tribal. 15 GB internet service. Bonus offer: Android tablet FREE with one-time \$20 copay. Free shipping & handling.

Call Maxsip Telecom today! 1-855-851-8201

**DIRECTV OVER INTERNET –** Get your favorite live TV, sports and local channels. 99% signal reliability! CHOICE Package, \$84.99/mo for 12 months. HBO Max and Premium Channels included for 3 mos (w/CHOICE Package or higher.) No annual contract, no hidden fees! Some restrictions apply. Call IVS 1-855-237-9741

**DIRECTV Sports Pack.** 3 Months on Us! Watch pro and college sports LIVE. Plus over 40 regional and specialty networks included. NFL, College Football, MLB, NBA, NHL, Golf and more. Some restrictions apply. Call DIRECTV 1-844-624-1107

Switch to DISH and get up to a \$300 gift card! Plus get the Multisport pack included for a limited time! Hurry, call for details: 1-877-542-0759

**APARTMENTS FURNISHED**

**Best Deal in Town!** 1 Br. - \$595. • 2 Br. - \$715. *Ask About Our Weekly Specials!* •Furn/Power Pkgs. •On CAT Bus Route. **Call (864)882-0636**

**VACATION RESORT RENTAL**

**ADVERTISE YOUR VACATION PROPERTY FOR RENT OR SALE**  
To more than 2.1 million South Carolina newspaper readers. Your 25-word classified ad will appear in 99 S.C. newspapers for only \$375. Call Alanna Ritchie at the South Carolina Newspaper Network, 1-888-727-7377.

**HOUSES FOR SALE**

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

**LEGALS**

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

**CLASSIFIEDS WORK!**

**BUSINESS FOR SALE**  
**OWNER RETIRING**  
**Tarps and Covering Systems for Dump Trucks Since 1998**  
**Well Established, High Demand Business Will Pay Commission of \$3,000**  
**Call 843.729.3770 or 864.638.2668**  
**bhild@bobhildent.com • www.bobhildent.com**

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

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

**NOTICE OF APPLICATION**  
Notice is hereby given that Yoshi intends to apply to the South Carolina Department of Revenue for a license/permit that will allow the sale and On Premises consumption of Beer & Wine at 1510 Blue Ridge Blvd., Ste. 108, Seneca, SC 29672. To object to the issuance of this permit/license, written protest must be postmarked no later than January 13, 2023. For a protest to be valid, it must be in writing, and should include the following information: (1) The name, address and telephone number of the person filing the protest; (2) The specific reasons why the application should be denied; (3) That the person protesting is willing to attend a hearing (if one is requested by the applicant); (4) That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and, (5) The name of the applicant and the address of the premises to be licensed. Protests must be mailed to: S.C. Department of Revenue, ABL SECTION, P.O. Box 125, Columbia, SC 29214-090.

**STATE OF SOUTH CAROLINA COUNTY OF OCONEE IN THE COURT OF COMMON PLEAS SUMMONS, LIS PENDENS AND NOTICES**  
C/A NO. 2023-CP-37-00262  
Equity Trust Company FBO Robert W. Schumacher IRA, PLAINTIFF, vs. Any heirs-at-law or devisees of Mary Jo Moody deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons or entities entitled to claim through them; Any heirs-at-law or devisees of Molly Ann Chastain, deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons or entities entitled to claim through them; all unknown persons having or claiming any right, title, or interest in or to, or lien upon the real property described as 221 Thompson Avenue, Walhalla, SC 29691, their heirs and assigns; any persons who may be in the military service of the United States of America, being a class designated as John Doe, any unknown minors, incompetent or imprisoned person, or persons under a disability being a class designated as Richard Roe, was filed and recorded with the Clerk of Court for Oconee County on December 8, 2023. **SUMMONS: YOU ARE HEREBY SUMMONED** and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the Plaintiff's attorney at his office located at 336

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

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

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

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

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

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

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

The Oconee County Council will meet in 2024 on the first and third Tuesday of each month with the following exceptions: June, July, August, and November meetings, which will be only on the third Tuesday of each of these months;

December meeting, which will be only the first Tuesday of the month. All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina at 6 p.m.

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

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

Oconee County Council will also hold a Budget workshop on Friday, March 22, 2024 in Council Chambers.

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

Oconee County Council Committees will meet in 2024 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 20, May 21, July 16, & September 17, 2024.


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

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

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

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

**THE JOURNAL**



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

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

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

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

# Oconee County Council

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

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

E-mail:  
[jennifercadams@oconeesc.com](mailto: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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Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

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

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

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

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

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

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

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

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

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

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



**Public Comment**  
**SIGN IN SHEET**  
**6:00 PM**

**April 16, 2024**

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

**PLEASE PRINT**

	<b>FULL NAME</b>	<b>PURPOSE OF COMMENT</b>
1	Bonnie Lanier	Housing developments
2	Lynne Martin	Over development
3	Esper Martin	Over Development
4	Cathy Ard	Utica, Compound,
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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.