



**NEWBERRY COUNTY COUNCIL
COUNTY COUNCIL AGENDA
June 7, 2023
6:00 P.M.**

Call to order: Todd Johnson, Chairman
Invocation and Pledge of Allegiance: Karl Sease, Council Member

1. Adoption of Consent Agenda

- a. Budget Work Session Minutes – April 26, 2023
- b. Newberry County Council Meeting Minutes – May 3, 2023
- c. Budget Work Session Minutes – May 10, 2023
- d. Newberry County Council Meeting Minutes – May 17, 2023

2. Additions, Deletions & Adoption of the Agenda

3. Employee Recognitions

a. Stacy Guy	10 years	Administration
b. Georgia Attaway	25 years	Assessor
c. Carol Lively	30 years	Clerk of Court
d. Jeanna Martin	10 years	Probate
e. Dalton Reynolds	5 years	Sheriff
f. Daniel Claytor	10 years	Sheriff
g. Rebecca Graham	10 years	Sheriff
h. Christopher Wells	10 years	Sheriff
i. Wesley Boland	30 years	Sheriff
j. Pete Johnson	30 years	Sheriff

4. Consideration and approval of bid for road repairs to Edgewater Drive, Edgewater Court, Lakepointe Drive, Lakeside Drive, and Oak Hill Road – Crystal Waldrop, Director of Purchasing.

5. Ordinance No. 04-05-2023. Ordinance to provide for the issuance and sale of general obligation bonds of Newberry County, South Carolina not exceeding \$2,000,000 in aggregate principal amount, to prescribe the purposes for which the proceeds of said bonds shall be expended, to provide for the payment of said bonds, and other matters relating thereto.
 - a. Public Hearing
 - b. Third Reading

6. Ordinance No. 05-07-2023. An Ordinance acting on a request to amend the official zoning map established pursuant to Zoning Ordinance No. 12-24-01 as revised and amended by Zoning Ordinance 06-11-16 and codified in Chapter 153 of the Newberry County Code of Ordinances, establishes zoning classification and districts as to rezone two (2) real estate parcels totaling three and ninety-two hundredths (3.92) acres designated as TMS No. 339-3-6-1 and TMS No. 339-3-6-2 from GC-General Commercial to RSM-Single-Family Residential.
 - a. Public Hearing
 - b. Third Reading

7. Ordinance No. 05-08-2023. An Ordinance to provide appropriations for the fiscal year beginning July 1, 2023, and ending June 30, 2024, for the Newberry County Budget for County Ordinary purposes and for other county purposes for which the County may levy a tax and receive revenues, to provide for the levy of taxes on all taxable personal and real property in Newberry County for all county purposes, including sufficient tax to pay the principal and interest on outstanding indebtedness of Newberry County payable during said fiscal year; to provide for matters relating to Newberry County; and to provide for the expenditure of said taxes and other revenues received by the County during said fiscal year, and to provide for borrowing in anticipation of tax collections by the issuance of one or more tax anticipation notes, if necessary.
 - a. Public Hearing
 - b. Third Reading

8. Ordinance No. 05-09-2023. An Ordinance to provide appropriations for the fiscal year beginning July 1, 2023, and ending June 30, 2024, for Newberry County Library, Piedmont Technical College and the Newberry Agency for Disabilities and Special Needs, to provide for the levy of taxes on all taxable personal and real estate properties in Newberry County for said purposes, to provide for the expenditure of said taxes and other revenues received by the county during said fiscal year for said purposes.
 - a. Public Hearing
 - b. Third Reading

9. Ordinance No. 05-10-2023. An Ordinance to postpone the implementation of revised values resulting from reassessment and equalization.
 - a. Public Hearing
 - b. Third Reading

10. Appointments
 - a. GLEAMNS Board of Directors
 - b. Newberry County Disabilities and Special Needs Board of Directors (Council Districts 3, 4, 6, and 7)
 - c. Board of Rural Fire (Council District 6)
 - d. Other Appointments if necessary and desired by Council

11. Public Comments

12. Executive Session
 - a. Personnel Matter(s):
 - i. Discussion of matters related to appointment and compensation of Clerk to Council pursuant to SC Code of Laws Section 30-4-70(a)(1)
 - ii. Discussion of matters related to appointment and compensation of employees within County Administration pursuant to SC Code of Laws Section 30-4-70(a)(1)
 - iii. Discussion of matters related to appointment and compensation of employees within Building and Zoning pursuant to SC Code of Laws Section 30-4-70(a)(1)
 - b. Economic Development Matter(s):
 - i. Discussion of matters related to *Project Rubicon* pursuant to SC Code of Laws Section 30-4-70(a)(5)

13. County Council may take action following executive session on one or more of the personnel matters discussed during executive session.

14. Resolution No. 06-23. An Inducement Resolution committing to negotiate a Fee-In-Lieu of *Ad Valorem* Taxes agreement between Newberry County and Project Rubicon; identifying the project; and other matters related thereto.

15. Ordinance No. 06-01-2023. An Ordinance authorizing the execution and delivery of a Fee-In-Lieu of *Ad Valorem* Taxes and incentive agreement by and between Newberry County, South Carolina and Project Rubicon to provide for payment of a Fee-In-Lieu of Taxes; authorizing certain infrastructure credits; and other related matters.

a. First Reading

16. Comments/Requests from County Administrator

17. Comments/Requests from Council

18. Future meetings

- a. Economic Development Committee Meeting – June 12, 2023 at 6:00 p.m.
- b. Newberry-Richland County Boundary Meeting – June 14, 2023 at 6:00 p.m.
- c. County Council Meeting – June 21, 2023 at 6:00 p.m.
- d. Public Safety Committee Meeting – July 10, 2023 at 6:00 p.m.
- e. County Council Meeting – July 19, 2023 at 6:00 p.m.

19. Adjournment

**Newberry County Council
Budget Work Session Minutes
April 26, 2023**

Newberry County Council met on Wednesday, April 26, 2023 at 5:00 p.m. in Council Chambers at the Courthouse Annex, 1309 College Street, Newberry, SC, for a budget work session.

Notice of the meeting was duly advertised, as required by law.

Present: Les Hipp, Vice Chair
Mary Arrowood, Council Member
Johnny Mack Scurry, Council Member
Travis Reeder, Council Member
Robert N. Shealy, Council Member
Jeff Shacker, County Administrator
Karen Brehmer, Deputy County Administrator
Debbie S. Cromer, Finance Director
Sheriff Lee Foster
Ben Chapman
Donna Lominack, Auditor
Rick Farmer, Economic Development Director
Eric Nieto, IT Director

Absent: Todd Johnson, Chairman

No Media Present

Mr. Johnson called the meeting to order at 5:00 p.m. and determined a quorum to be present.

Mr. Shealy had the invocation followed by the Pledge of Allegiance.

Mr. Shacker requested we talk about revenues before expenditures. Agenda Items 1. Discussion of Expenditures was moved to Agenda Item 2; Item 1 became Discussion of Revenues

1. Discussion of Revenues for FY 23-24.

Mr. Shacker presented the executive summary to members of Council. Council received a detailed list of all revenue sources and a departmental list of all expenditures for FY 23-24

Newberry County Council imposes three separate property tax levies and appropriates the revenue from those levies in three separate budgets. The vast majority of the County's activities

are funded in its general operating budget. The payment of amortizations related to debt for larger capital expenditures is funded by a debt service levy and is appropriated within the debt service budget. Finally, the county council annually adopts a budget for community services, which it funds with a dedicated community services property tax levy. That budget contains appropriations for the Newberry County Library, Piedmont Technical College, and the Newberry Agency for Disabilities and Special Needs.

The county's property tax rate, commonly referred to as a millage rate, is determined by dividing the value of one mill of tax (which is 1/1000 of the total assessed value of all taxable property in the county) into the county's budgetary needs – after all other sources of revenue are considered. The result of this equation is the number of mills needed to fund operations.

Mr. Shacker stated, based on the current estimated value of a mill, total expenditures within the proposed FY23-24 operating budget will necessitate a property tax levy of 123 mills. This is an increase of 2 mills compared to FY22-23. The number of mills is converted to a millage rate, by simply moving the decimal point three places to the left, such that 123.0 mills become a millage rate of 0.1230.

Property taxes in South Carolina are calculated by multiplying the millage rate imposed by a local government against the assessed value of a property. The assessed value is essentially that portion of a property's value which may be taxed. It is calculated by multiplying the value of the property for tax purposes by a ratio prescribed in state law which is based on a classification of the property's use. For example, the statutorily mandated assessment ratio for an owner-occupied home is 4%, meaning that the assessed value of a \$250,000, owner-occupied home is \$10,000. Accordingly, applying the estimated millage rate (0.1230) to the assessed value (\$10,000) yields a property tax liability of \$1,230.00 for FY23-24 operating levy – an increase of \$20.00 compared to the prior year.

Mr. Shacker stated the proposed FY23-24 operating budget is balanced at \$32,888,071. This represents an increase of \$4,187,585, or 14.6%, when compared to the current year (FY22-23).

Mr. Shacker also discussed the major changes in proposed revenues for FY23-24. A copy of the executive summary is a part of the official minutes.

2. Discussion of Expenditures for FY23-24

Mr. Shacker discussed the proposed changes in expenditures by the department for FY23-24. A copy of the executive summary is a part of the official minutes.

Council members asked questions as we went along with the process.

Ms. Arrowood suggested we put off the scanning of the property cards in the assessor's office for one year while if we are doing reassessment.

This session was the second work session on the budget and Council received copies of the proposed revenues and expenditures, fees and fines, new position list, information on ARPA, and capital outlay list.

3. Questions from Council Members

No additional questions.

4. Adjournment

There being no further discussions, Mr. Shealy moved to adjourn; seconded by Mr. Sease. The vote was unanimous.

Mr. Johnson declared the meeting adjourned at 9:30 p.m.

NEWBERRY COUNTY COUNCIL

Todd Johnson, Chair

Debbie S. Cromer, Finance Director

Minutes Approved: _____

**NEWBERRY COUNTY COUNCIL
MINUTES
May 3, 2023**

Newberry County Council met on Wednesday, May 3, 2023, at 6:00 p.m. in Council Chambers at the Courthouse Annex, 1309 College Street, Newberry, SC, for a regular scheduled meeting.

Notice of the meeting was duly advertised, as required by law.

PRESENT: Todd Johnson, Chair
Les Hipp, Vice-Chair
Travis Reeder, Council Member
Mary Arrowood, Council Member
Karl Sease, Council Member
Robert N. Shealy, Council Member
Johnny Mack Scurry, Council Member
Jeff Shacker, County Administrator
Karen Brehmer, Deputy County Administrator
Joanie Winters, Interim County Attorney
Debbie S. Cromer, Finance Director

MEDIA: Andrew Wigger, Newberry Observer

Mr. Johnson called the meeting to order at 6:00 p.m. and determined a quorum to be present.

Ms. Arrowood had the invocation followed by the Pledge of Allegiance.

1. Adoption of the Consent Agenda

Mr. Shealy made a motion to approve the consent agenda as presented; seconded by Mr. Reeder. The vote was unanimous.

2. Additions, Deletions & Adoption of the Agenda

Mr. Hipp made a motion to adopt the agenda as presented; seconded by Ms. Arrowood. The motion passed unanimously.

3. Public Appearances:

a. Public Defender's Office

Ms. Chelsea McNeill, 8th Judicial Circuit Public Defender and Mr. Walter Bentley, Litigation Support Specialist, 8th Circuit Court appeared before Council requesting additional funding for the Public Defender's Office.

The amount requested for FY23-24 is \$227,786, an increase of \$125,947 from FY22-23. Ms. McNeill stated the request was for an additional investigator and staffing for her office. Ms. McNeill stated that they also needed additional office space.

Ms. McNeill also thanked Council for the additional funds given to them with ARPA funding.

Ms. McNeill also made the council aware of the change in law to the Circuit Public Defender Act which was passed in 2007. This law broke up the counties into judicial circuits. Newberry County is in the 8th Circuit with Greenwood, Laurens, and Abbeville. The law states that each circuit must have an administering county for payroll and benefits. In the 8th Circuit that is Greenwood.

Ms. McNeil also stated that the Public Defender assigned to Newberry County is paid by Newberry County which is in violation of the Circuit Defender law. To be compliant Newberry County would need to provide the Public Defender's office with the fiscal year funding including payroll and benefits. This would be administered by Greenwood County.

Ms. McNeil proposed this change in funding to start with the new fiscal year effective July 1, 2023.

b. Solicitor's Office

Solicitor David Stumbo appeared before the Council requesting additional funding for the Solicitor's Office. The amount requested for FY23-24 is \$250,000, an increase of \$128,133 from FY22-23.

Mr. Stumbo also stated Newberry County currently has 1,720 pending cases. We have two staff members, and one administrative assistant. Mr. Stumbo stated the personnel cost is \$223,180 and Newberry provides \$121,765; last increase was in 2014. Mr. Stumbo also thanked the Council for the additional funding from ARPA.

Mr. Stumbo stated the additional funding request is for a full-time investigator and a victim's advocate.

Mr. Stumbo also suggested if the County did not use ARPA funding that another possible funding source could be the Opioid settlement funds.

The council took both requests as information.

- 4. ORDINANCE #04-02-2023: AN ORDINANCE ACTING ON A REQUEST TO AMEND THE OFFICIAL ZONING MAP ESTABLISHED PURSUANT TO ZONING ORDINANCE NO. 12-24-02 AS REVISED AND AMENDED BY ZONING ORDINANCE NO 06-11-16 AND CODIFIED IN CHAPTER 153 OF THE NEWBERRY COUNTY CODE OF ORDINANCES, ESTABLISHES ZONING CLASSIFICATION AND DISTRICTS SO AS TO REZONE (1) REAL ESTATE PARCEL TOTALING TWO AND EIGHTY-FIVE HUNDREDTHS (2.85) ACRES DESIGNATED AS TMS No. 399-25 FROM RS-SINGLE FAMILY RESIDENTIAL TO R2-RURAL.**

a. Second Reading

Mr. Johnson stated he had talked with Mr. Koon and the owners were going to install a fence around the building. This fence would be 8 ft. in height.

Mr. Shealy requested the additional language be in writing before the Third Reading.

Mr. Scurry moved to approve third reading; seconded by Mr. Reeder. The vote was unanimous.

5. ORDINANCE NO. 04-05-2023. AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF NEWBERRY COUNTY, SOUTH CAROLINA NOT EXCEEDING \$2,000,000 IN AGGREGATE PRINCIPAL AMOUNT, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS OF SAID BONDS SHALL BE EXTENDED, TO PROVIDE FOR THE PAYMENT OF SAID BONDS AND OTHER MATTERS RELATING THERETO.

a. Second Reading

Mr. Scurry moved to approve second reading; seconded by Mr. Sease. The vote was unanimous.

6. ORDINANCE NO. 05-06-2023: AN ORDINANCE TO AUTHORIZE THE COUNTY OF NEWBERRY, BY NEWBERRY COUNTY COUNCIL, TO SELL REAL ESTATE LOCATED ON PINE HILL CIRCLE BETWEEN TMS NO. 340-1-10 AND TMS NO 340-1-15, AND DESCRIBED ON EXHIBIT "A", WHICH IS INCORPORATED WITHIN THE ORDINANCE BY REFERENCE, TO THE SUCCESSFUL BIDDER, UPON SUCH TERMS AND CONDITIONS AS DESCRIBED IN THE REQUEST FOR BID.

a. First Reading

Ms. Arrowood moved to approve the first reading; seconded by Mr. Sease. Motion passed unanimously.

7. ORDINANCE NO 05-07-2023 AN ORDINANCE ACTING ON A REQUEST TO AMEND THE OFFICIAL ZONING ORDINANCE NO. 12-24-01 AS REVISED AND AMENDED BY ZONING ORDINANCE #06-11-16 AND CODIFIED IN CHAPTER 153 OF THE NEWBERRY COUNTY CODE OF ORDINANCES, ESTABLISHES ZONING CLASSIFICATION AND DISTRICTS SO AS TO REZONE TWO (2) REAL ESTATE PARCEL TOTALING THREE AND NINETY-TWO HUNDREDTHS (3.92) ACRES DESIGNATED AS TMS NO. 339-3-6-19 AND TMS NO. 339-3-6-2 FROM GC-GENERAL COMMERCIAL TO RMS- SINGLE-FAMILY RESIDENTIAL.

a. First Reading

Mr. Shealy completed a recusal statement. This statement will be a part of the official minutes.

Ms. Arrowood moved to approve the first reading; seconded by Mr. Sease. Motion carried unanimously,

8. ORDINANCE NO. 05-08-23: AN ORDINANCE TO PROVIDE APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024, FOR THE NEWBERRY COUNTY BUDGET FOR COUNTY ORDINARY PURPOSES AND FOR OTHER COUNTY PURPOSES FOR WHICH THE COUNTY MAY LEVY A TAX AND RECEIVE REVENUES, TO PROVIDE FOR THE LEVY OF TAXES ON ALL TAXABLE PERSONAL AND REAL PROPERTY IN NEWBERRY COUNTY FOR ALL COUNTY PURPOSES, INCLUDING SUFFICIENT TAX TO PAY THE PRINCIPAL AND INTEREST ON OURSTANDING INDEBTEDNESS OF NEWBERRY COUNTY PAYABLE DURING SAID FISCAL YEAR; TO PROVIDE FOR THE EXPENDITURE OF SAID TAXES AND OTHER REVENUES RECEIVED BY THE COUNTY DURING SAID FISCAL YEAR, AND TO PROVIDE FOR BORROWING IN ANTICIPATION OF TAX

**COLLECTIONS BY THE ISSURANCE OF ONE OR MORE TAX
ANTICIPATION NOTES, IF NECESSARY.**

a. First Reading

b.

Mr. Shacker presented an overview of the FY23-24 budget.

Mr. Hipp asked if the Opioid funding was part of the budget.

Mr. Shacker stated they are not, but we can present a budget amendment once we know the exact funding.

Mr. Hipp also asked about the possibility of leasing some of the vehicles.

Mr. Shacker stated staff would look into the cost of leasing.

Mr. Johnson stated it was a great first reading.

Mr. Hipp also requested that the FY23-24 budget information be posted on the website before the public hearing.

Mr. Shealy moved to approve first reading; seconded by Mr. Reeder. The vote was unanimous.

**9. ORDINANCE NO. 05-09-23: AN ORDINANCE TO PROVIDE
APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 2023,
AND ENDING JUNE 30, 2024, FOR NEWBERRY COUNTY LIBRARY,
PIEDMONT TECHNICAL COLLEGE AND THE NEWBERRY AGENCY FOR
DISABILITES AND SPECIAL NEEDS, TO PROVIDE FOR THE LEVY OF
TAXES ON ALL TAXABLE PERSONAL AND REAL ESTATE PROPERTIES IN
NEWBERRY COUNTY FOR SAID PURPOSES, TO PROVIDE FOR THE
EXPENDITURE OF SAID TAXES AND OTHER REVENUES RECEIVED BY
THE COUNTY DURING SAID FISCAL YEAR.**

a. First Reading

Mr. Shacker stated there is no increase in millage for Community Services. The total number of mills for Community Service will remain the same at 6.9 mills. Mr. Scurry moved to approve the first reading; seconded by Mrs. Arrowood. There being no discussion. The vote was unanimous.

10. ORDINANCE NO. 05-09-23: AN ORDINANCE TO PROVIDE ORDINANCE NO 05-10-2023. AN ORDINANCE TO POSTPONE THE IMPLEMENTATION OF REVISED VALUES RESULTING FROM REASSESSMENT AND EQUALIZATION.

a. First Reading

Mr. Shealy stated he felt it would be wise to postpone reassessment based on the staffing situation.

Ms. Arrowood also agreed to postpone reassessment for one year.

Mr Johnson stated he was not in favor of postponing reassessment, but he would rather for the values to be correct.

Mr. Hipp was not in favor of postponing reassessment.

Mr. Shealy made a motion this be first reading; seconded by Ms. Arrowood. The vote was 6-1 with Mr. Hipp opposing.

11. APPOINTMENTS

Mr. Sease made a motion to appoint Jessica Seel to the Westview Behavioral Board; seconded by Mr. Hipp. The motion was unanimous.

12. PUBLIC COMMENTS

No additional comments from the public.

13. EXECUTIVE SESSION:

a. Personnel Matter(s):

- i. Discussion of matters related to compensation of elected officials pursuant to SC Code of Laws Section 30-4-70(a)(1)**
- ii. Discussion of matters related to appointment and compensation of employees within County Administration pursuant to SC Code of Laws Section 30-4-70(a)(1)**

Mr. Shealy moved to go into Executive Session for the above-stated reasons; seconded by Mrs. Arrowood. There being no discussion, Mr. Johnson called for the vote. The vote was unanimous.

EXECUTIVE SESSION

7:11 PM – 7:53 PM

Mr. Shealy moved to return to open session; seconded by Ms. Arrowood. There being no discussion, Mr. Johnson called for the vote. The vote was unanimous.

14. COUNTY COUNCIL MAY TAKE ACTION FOLLOWING EXECUTIVE SESSION ON MATTERS DISCUSSED DURING EXECUTIVE SESSION

Mr. Sease made a motion to give the elected officials the same increase as county employees. Mr. Shealy seconded; the motion was unanimous.

15. COMMENTS/REQUESTS FROM COUNTY ADMINISTRATOR

Mr. Shacker stated the Economic Development Strategic plan had been reviewed and would be presented to the council soon.

Mr. Shacker also advised the council of an upcoming meeting on the clarification of the boundaries between Newberry and Richland counties. A meeting has been planned and he will get more information for the council.

Mr. Shacker also updated the council on the compensation and classification study.

16. COMMENTS/REQUESTS FROM COUNCIL MEMBERS

The council thanked Jeff and the staff for a job well done.

Mr. Hipp wanted an update on the Mawson's Way project.

Mr. Sease wanted more information on the boundary meeting between Newberry and Richland. Mr. Sease stated the internet in this area is not good and would rather an in-person meeting instead of a virtual meeting.

17. FUTURE MEETINGS:

- a. Budget Work Session – May 10, 2023, 5:00 p.m.
- b. County Council Meeting - May 17, 2023, 6:00 p.m.
- c. Finance Committee Meeting – May 22, 2023, at 6:00

18. ADJOURNMENT

There being no further business, Mr. Shealy moved to adjourn; seconded by Mr. Reeder. The vote was unanimous.

Mr. Johnson declared the meeting adjourned at 8:04 p.m.

NEWBERRY COUNTY COUNCIL

Todd Johnson, Chairman

Debbie S. Cromer, Finance Director

Minutes Approved: _____

**Newberry County Council
Budget Work Session Minutes
May 10, 2023**

Newberry County Council met on Wednesday, May 10, 2023, at 5:00 p.m. in Council Chambers at the Courthouse Annex, 1309 College Street, Newberry, SC, for a budget work session.

Notice of the meeting was duly advertised, as required by law.

Present: Todd Johnson, Chair
Les Hipp, Vice Chair
Mary Arrowood, Council Member
Johnny Mack Scurry, Council Member
Travis Reeder, Council Member
Robert N. Shealy, Council Member
Jeff Shacker, County Administrator
Karen Brehmer, Deputy County Administrator
Debbie S. Cromer, Finance Director
Sheriff Lee Foster
Robert Dennis, Newberry County Sheriff's Department
Donna Lominack, Auditor
Rick Farmer, Economic Development Director
Eric Nieto, IT Director

ABSENT: Karl Sease, Council Member

No Media Present

Mr. Johnson called the meeting to order at 5:00 p.m. and determined a quorum to be present.

Mr. Hipp had the invocation followed by the Pledge of Allegiance.

Recap of Operating Revenues for FY 23-24 with recommended changes

Mr. Jeff Shacker presented to the Council proposed changes from the first reading. Staff respectfully requests the Council's consideration of the following changes to the proposed FY2023-2024 General Fund budget. If approved by Council, these modifications would be made to the proposed budget prior to second reading.

Within the General Fund Operating Budget, the proposed budget changes would increase operating revenues and expenditures from \$32,887,071 to \$32,907,171 – an increase of \$20,100, or 0.1%.

The recommended changes are as follows:

General Fund Operating Revenues

<u>Revenue Line Items</u>	<u>First Reading</u>	<u>Second Reading</u>	<u>Change</u>
Fee in Lieu of Taxes (FILOT):	\$ 1,400,000	\$ 1,450,000	\$ 50,000
Manufacturers Reimbursement	\$ 450,000	\$ 400,000	\$ (50,000)
Local Government Fund	\$ 1,682,790	\$ 1,683,872	\$ 1,082
Rural Stabilization Fund	\$ 387,097	\$ 392,690	\$ 5,593
Coroner’s Salary Supplement	\$ 1,575	\$ 15,000	\$ 13,425
Subtotal:	\$ 3,921,462	\$ 3,941,562	\$ 20,100
Other General Fund Revenue:	\$27,949,281	\$27,949,281	\$ 0
Proposed Use of Fund Balance	\$ 1,016,328	\$ 1,016,328	\$ 0
Total:	\$32,887,071	\$32,907,171	\$ 20,100

Mr. Shacker stated that these are the only recommended changes to revenues.

Recap of Operating Expenditures for FY 23-24 with recommended changes.

Mr. Shacker stated that since the County is in the process of postponing reassessment, several changes in the budget for FY23-24 are recommended a decrease in printing and postage in the amount of \$80,000. The assessor has received a quote on moving forward with the scanning at the assessor’s office in the amount of \$42,600. Staff has worked with the assessor to move forward in the current budget eliminating the need for the \$100,000 for the scanning project in FY23-24.

In the non-departmental budget, staff recommends an increase of \$30,000. Greenwood County is in the process of a master plan for Lake Greenwood. Greenwood County has reached out to Newberry County for a monetary allocation toward the master plan. The cost of the master plan is approximately \$102,000. The staff has recommended an allocation of \$10,000. Also, we have included \$20,000 for a branding study. This could include new welcome signs and a logo. This does not mean that the seal would be changed.

Coroner’s office – the state has allocated \$15,000 for the coroner’s office. So, a net increase of \$13,425 would need to be reflected in the coroner’s budget.

Mr. Johnson asked if this change would be treated the same as others receiving this supplement. Ms. Cromer stated, yes it would.

Collections – The additional \$21,230 would be an increase in the pay at the recycling centers. Recycling attendants are paid through the Council on Aging.

Medically Indigent – Staff received a letter stating the allocation needed for FY 23-24. This is a decrease of \$11,660.

The last recommended change is to Contingency, an increase of \$147,105 for FY 23-24. This would give us maneuverability during the fiscal year to address capital.

Chairman Johnson stated that was a lot of information and could we take a few minutes for questions.

Mr. Hipp asked about the current balances in the Contingency for FY23-24. Staff gave the numbers. Staff stated if we had several air conditioners to go out, this line item could be the funding source.

General Fund Operating Expenditures

<u>Expenditure Line Items</u>	<u>First Reading</u>	<u>Second Reading</u>	<u>Change</u>
Postage (Assessor):	\$ 20,100	\$ 2,100	\$ (18,000)
Printing (Assessor):	\$ 64,750	\$ 2,750	\$ (62,000)
Capital Outlay (Assessor):	\$ 100,000	\$ 0	\$(100,000)
Other Line Items (Assessor):	\$ 748,999	\$ 748,999	\$ 0
Assessor:	\$ 933,849	\$ 753,849	\$(180,000)
Contracted Maintenance (N-D):	\$ 18,000	\$ 48,000	\$ 30,000
Other Line Items (N-D):	\$ 1,612,881	\$ 1,612,881	\$ 0
Non-Departmental:	\$ 1,630,881	\$ 1,660,881	\$ 30,000
Salary and Fringe (Coroner):	\$ 133,026	\$ 146,451	\$ 13,425
Other Line Items (Coroner):	\$ 168,556	\$ 168,556	\$ 0
Coroner:	\$ 301,582	\$ 315,007	\$ 13,425
Contracted Services (Coll):	\$ 398,398	\$ 419,628	\$ 21,230
Other Line Items (Coll):	\$ 645,623	\$ 645,623	\$ 0
Collections:	\$ 1,044,021	\$ 1,065,251	\$ 21,230

Quarterly Payments (M-I):	\$ 66,447	\$ 54,787	\$ (11,660)
Other Line Items (M-I):	\$ NA	\$ NA	\$ NA
Medically Indigent:	\$ 66,447	\$ 54,787	\$ (11,660)
Contingency (Contingency):	\$ 133,923	\$ 281,028	\$ 147,105
Other Line Items (Cont):	\$ 103,500	\$ 103,500	\$ 0
Contingency:	\$ 237,423	\$ 384,528	\$ 147,105
Other Gen Fund Expenditures:	\$ 28,672,868	\$ 28,672,868	\$ 0
Total:	\$ 32,887,071	\$ 32,907,171	\$ 20,100

There being no more questions, Mr. Shacker requested if it was ok with the Council tomorrow to have the discussion of capital projects for FY 23-24 on the agenda.

Discussion of Capital Projects

Mr. Shacker proposed to the Council the following summary of capital projects.

Summary - Capital Projects Budget

Staff proposes a Capital Projects Budget in FY23-24 totaling **\$39,041,268** and consisting of nine expenditure divisions funded with revenue from six sources. These expenditures are broken down into nine (9) divisions.

The expenditure divisions of the Capital Projects Budget include:

Capital Purchases:	\$ 345,403
Animal Control – Storage:	\$ 7,644
Brush Truck – Whitmire:	\$ 156,539
MCCP II – Entrance Road Construction:	\$ 500,000
MCCP III - Future Land Acquisitions:	\$ 70,000
Newberry South Industrial:	\$ 11,000
Prosperity Rescue – Roof Replacement:	\$ 35,000
2016 CPST Projects:	\$ 1,058,552
2022 CPST Projects:	\$ 36,857,130

Total Expenditures: \$ 39,041,268

Revenue for these expenditures is broken down into six (6) revenue sources. Funding for the projects within these categories is recommended from the following sources:

Bonded Indebtedness:	\$ 65,646
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Newberry County Council

Minutes

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Lease-Purchase Proceeds:	\$ 100,000
Fund Balance:	\$ 459,940
SSRB:	\$ 500,000
2016 CPST Proceeds:	\$ 1,058,552
2022 CPST Proceeds:	\$ 36,857,130

Total Revenues: \$ 39,041,268

Mr. Shacker stated the highlighted is one that staff thought would be completed by the end of this fiscal year. We later found that this project needed to be carried forward into FY23-24

Highlights - Capital Projects Budget

The Capital Purchases division was first introduced in FY22-23. The equipment within it has been ordered but not yet received. As a result, approved expenditures within the FY22-23 Capital Purchases category are proposed to be carried forward into FY23-24.

There are two open projects remaining from the 2016 Capital Project Sales Tax which are proposed for completion in FY23-24. Those two projects are the installation of waterpoints within the service area of Consolidated No. 5 fire department and the renovation and remodeling of Whitmire Town Hall.

Finally, there are twelve projects which were approved by Newberry County voters in November 2022 for Capital Projects Sales Tax funding. Those projects are proposed for funding in the 2022 Capital Projects Sales Tax category.

Breakdown - Capital Projects Budget

CAPITAL PURCHASES

<u>Revenues</u>	<u>Amount</u>
Use of Fund Balance	\$ 345,403
Total Revenues:	\$ 345,403

<u>Expenditures</u>	<u>Amount</u>
Emergency Preparedness – Generators	\$ 140,000
Communications – Radio Upgrade	\$ 87,444
Rescue – Ultrasound Machines	\$ 44,187
Public Works – Mini-Excavator	\$ 73,772

Total Expenditures: \$ 345,403

ANIMAL CONTROL - STORAGE

<u>Revenues</u>	<u>Amount</u>
Bonded Indebtedness (funds on hand)	\$ 7,644
Total Revenues:	\$ 7,644

<u>Expenditures</u>	<u>Amount</u>
Construction	\$ 7,644
Total Expenditures:	\$ 7,644

CAPITAL PROJECTS - EQUIPMENT BRUSH TRUCK - WHITMIRE

<u>Revenues</u>	<u>Amount</u>
Lease Purchase (funds on hand)	\$ 100,000
Bonded Indebtedness (funds on-hand)	\$ 23,002
Fund Balance (reserved from FY21-22)	\$ 21,900
Fund Balance (FY23-24)	\$ 11,637
Total Revenues:	\$ 156,539

<u>Expenditures</u>	<u>Amount</u>
Brush Truck - Whitmire	\$ 156,539
Total Expenditures:	\$ 156,539

MCCP II – ENTRANCE ROAD CONSTRUCTION

<u>Revenues</u>	<u>Amount</u>
Special Source Revenue Bond (SSRB)	\$ 500,000
Total Revenues:	\$ 500,000

<u>Expenditures</u>	<u>Amount</u>
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Roadway	\$ 500,000
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Total Expenditures: \$ 500,000

MCCP III – FUTURE LAND ACQUISITIONS

<u>Revenues</u>	<u>Amount</u>
Fund Balance (reserved from FY22-23)	\$ 70,000
Total Revenues:	\$ 70,000

<u>Expenditures</u>	<u>Amount</u>
Land Option-to-Purchase Contracts (Parcels TBD)	\$ 70,000
Total Expenditures:	\$ 70,000

NEWBERRY SOUTH INDUSTRIAL - SC 34 BYPASS/DIXIE DRIVE

<u>Revenues</u>	<u>Amount</u>
Fund Balance	\$ 11,000
Total Revenues:	\$ 11,000

<u>Expenditures</u>	<u>Amount</u>
Land Option-to-Purchase Contracts	\$ 11,000
Total Expenditures:	\$ 11,000

PROSPERITY RESCUE SQUAD – ROOF REPLACEMENT

<u>Revenues</u>	<u>Amount</u>
Bonded Indebtedness (funds on hand)	\$ 35,000
Total Revenues:	\$ 35,000

<u>Expenditures</u>	<u>Amount</u>
Construction	\$ 35,000
Total Expenditures:	\$ 35,000

CAPITAL PROJECT SALES TAX PROJECTS (2016)

Consolidated No 5 – Water Supply

<u>Revenues</u>	<u>Amount</u>
Capital Project Sales Tax (from referendum)	\$ 79,599
Additional CPST (needed to complete project)	\$ 711,067
Total Revenues:	\$ 790,666

<u>Expenditures</u>	<u>Amount</u>
Construction	\$ 790,666
Total Expenditures:	\$ 790,666

Town Of Whitmire – Town Hall/Police Remodel

<u>Revenues</u>	<u>Amount</u>
Capital Project Sales Tax (from referendum)	\$ 112,886
Additional CPST (needed to complete project)	\$ 155,000
Total Revenues:	\$ 267,886

<u>Expenditures</u>	<u>Amount</u>
Construction	\$ 267,886
Total Expenditures:	\$ 267,886

CAPITAL PROJECT SALES TAX PROJECTS (2022)

Newberry County Public Safety Complex

<u>Revenues</u>	<u>Amount</u>
Capital Project Sales Tax	\$ 7,750,000
Total Revenues:	\$ 7,750,000

Newberry County Council

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<u>Expenditures</u>	<u>Amount</u>
Construction	\$ 7,750,000
Total Expenditures:	\$ 7,750,000

City Of Newberry Recreation Complex

<u>Revenues</u>	<u>Amount</u>
Capital Project Sales Tax	\$ 3,295,000
Total Revenues:	\$ 3,295,000

<u>Expenditures</u>	<u>Amount</u>
Construction	\$ 3,295,000
Total Expenditures:	\$ 3,295,000

Newberry County Water and Sewer Authority
(Cannon's Creek Wastewater Treatment Plant)

<u>Revenues</u>	<u>Amount</u>
Capital Project Sales Tax	\$ 5,154,560
Total Revenues:	\$ 5,154,560

<u>Expenditures</u>	<u>Amount</u>
Construction	\$ 5,154,560
Total Expenditures:	\$ 5,154,560

Gallman Place – Phase 1

<u>Revenues</u>	<u>Amount</u>
Capital Project Sales Tax	\$ 1,450,000
Total Revenues:	\$ 1,450,000

<u>Expenditures</u>	<u>Amount</u>
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Construction	\$ 1,450,000
Total Expenditures:	\$ 1,450,000

IT / Network / Security Improvements - Courthouse

<u>Revenues</u>	<u>Amount</u>
Capital Project Sales Tax	\$ 295,000
Total Revenues:	\$ 295,000

<u>Expenditures</u>	<u>Amount</u>
Construction	\$ 295,000
Total Expenditures:	\$ 295,000

Newberry Museum Roof Replacement / HVAC Improvements

<u>Revenues</u>	<u>Amount</u>
Capital Project Sales Tax	\$ 815,000
Total Revenues:	\$ 815,000

<u>Expenditures</u>	<u>Amount</u>
Construction	\$ 815,000
Total Expenditures:	\$ 815,000

Town of Pomaria – Old Pomaria School

<u>Revenues</u>	<u>Amount</u>
Capital Project Sales Tax	\$ 671,745
Total Revenues:	\$ 671,745

<u>Expenditures</u>	<u>Amount</u>
Construction	\$ 671,745
Total Expenditures:	\$ 671,745

Town of Whitmire City Gym

<u>Revenues</u>	<u>Amount</u>
Capital Project Sales Tax	\$ 800,000
Total Revenues:	\$ 800,000

<u>Expenditures</u>	<u>Amount</u>
Construction	\$ 800,000
Total Expenditures:	\$ 800,000

Town of Prosperity – Park Improvements

<u>Revenues</u>	<u>Amount</u>
Capital Project Sales Tax	\$ 3,150,000
Total Revenues:	\$ 3,150,000

<u>Expenditures</u>	<u>Amount</u>
Construction	\$ 3,150,000
Total Expenditures:	\$ 3,150,000

Newberry County Detention Center

<u>Revenues</u>	<u>Amount</u>
Capital Project Sales Tax	\$ 8,000,000
Total Revenues:	\$ 8,000,000

<u>Expenditures</u>	<u>Amount</u>
Construction	\$ 8,000,000

Total Expenditures: \$ 8,000,000

Town of Little Mountain Reunion Park Improvements

<u>Revenues</u>	<u>Amount</u>
Capital Project Sales Tax	\$ 2,015,825
Total Revenues:	\$ 2,015,825

<u>Expenditures</u>	<u>Amount</u>
Construction	\$ 2,015,825
Total Expenditures:	\$ 2,015,825

Newberry Downtown Amphitheater

<u>Revenues</u>	<u>Amount</u>
Capital Project Sales Tax	\$ 3,460,000
Total Revenues:	\$ 3,460,000

<u>Expenditures</u>	<u>Amount</u>
Construction	\$ 3,460,000
Total Expenditures:	\$ 3,460,000

Chairman Johnson asked Council members if they had any questions regarding capital.

Mr. Reeder asked if the projects had been reevaluated for inflation cost and if these funds were budgeted.

Ms. Brehmer stated there are two RFP's currently out. They will be returned to us by the end of June, evaluated and will come before the Council for approval. Ms. Brehmer also stated these funds will be paid from the project allocations.

Council member Arrowood also asked if the CPST projects must be done in the order on the ballot.

Mr. Shacker stated staff would like to have the projects reevaluated and then decide how to move forward. If Council did pay as you go, the projects would have to be in the order on the ballot. If we bonded the projects, they could all start at the same time.

Mr. Shacker also stated that the ARPA funds could be used as supplemental funding, if needed.

Council member Arrowood stated that the ARPA funds should only be used for County projects.

Chairman Johnson asked what the remaining balance of the CPST (2016) funds after the two projects were completed.

Ms. Brehmer stated she did not have those numbers but would get the information to him.

Mr. Hipp asked about MCCP III, expenditure for land options. He was not familiar with those options are they new.

Mr. Farmer stated we have two ongoing options and possibly two more. The two ongoing options at a cost of \$15,000. We are not sure what the cost of the other options would be.

Ms. Cromer stated that this was budgeted at \$80,000 in the FY22-23 budget.

Discussion of Debt Service Levy for FY 23-24

Mr. Shacker presented the below information on debt service.

The Debt Service Fund and Its Levy

Newberry County's debt service expenditures consist mainly of property acquisitions and improvements, major building repairs/renovations, and heavy rolling stock purchases for emergency services and public works.

Unlike the County's operating levy, the debt service levy is not restricted by the millage cap in Act 388. Instead, the only external limitation on this levy is the debt ceiling in the S.C. Constitution, which provides that no political subdivision of the state may incur bonded indebtedness in a principal amount totaling more than 8% of the total assessed value of all taxable property within the political subdivision. However, that ceiling may be exceeded with voter approval following a special election on the question.

Based on the FY21-22 annual audit, Newberry County's constitutional debt limit is estimated to be \$13,441,422. The County currently has \$3,546,244 in outstanding debt – leaving our available capacity for additional long-term debt without a bond referendum at \$9,845,178.

The County's current long-term debt falls into two main categories of obligations: traditional general obligation bonds and lease-purchase bonds. These two types of debt instruments are combined within the Debt Service Budget for purposes of the debt service levy.

Debt Service Levy Considerations

To estimate the levy necessary to meet the debt service requirements of the County, staff considered several factors. These factors include:

1. Amortizations for existing, unretired debt which will carry-forward into FY23-24,
2. Proposed additional amortizations for new equipment which has been recommended to council for consideration in FY23-24
3. Funds-on-hand which the County Auditor may utilize to pay down indebtedness in the coming year, and
4. Any funds-on-hand that the Council may choose to expend to reduce the amount of new debt necessary to fund proposed capital purchases within the Debt Service Budget in FY23-24.

The difference between both current and proposed new amortizations and funds-on-hand within the Debt Service Budget, divided by the updated estimated value of a tax mill, yields the debt service levy that staff recommends council consider in FY23-24.

That equation is as follows:

$((\text{Existing Amortizations} + \text{New Amortizations}) - \text{Funds on Hand}) / \text{Value of a Mill} = \text{Debt Levy}$

FY22-23 Debt Service Levy

The Debt Service Levy in FY22-23 was **5.1-mills**.

However, based on the debt service requirements of amortizations in FY22-23 and the estimated value of a mill in FY22-23, a levy of 6.5-mills would have been needed in the current year had it not been for funds-on-hand that the County Auditor applied toward those amortizations. The Auditor's ability to do so reduced the actual levy necessary to meet debt service requirements in FY22-23 by 1.4-mills to 5.1-mills.

Proposed FY2023-2024 Debt Service Levy

In FY23-24, staff recommends that Council fund only existing amortizations, which would maintain Debt Service Fund expenditures at FY22-23 levels and breaks down as follows:

<u>Obligations</u>	<u>Amortizations</u>	<u>Levy</u>
2018-C	\$ 92,393.39	0.6-mills
2020-A	\$198,915.11	1.2-mills
2020-B	\$ 83,745.40	0.5-mills
<u>Lease-Purchase</u>	<u>\$690,000.00</u>	<u>4.2-mills</u>

Proposed Debt Service: 6.5-mills

However, as in FY2022-2023, the County Auditor is proposing to utilize funds-on-hand to reduce the levy necessary to meet debt service requirements in the coming fiscal year from 6.5-mills to a **5.1-mill levy**, which is a difference of 1.4-mills and maintains the current property tax rate for debt service.

Mr. Shacker recognized Ms. Lominack, our county Auditor, and thanked her for her assistance.

Ms. Lominack stated that her goal was to keep the levy at 5.1.

Mr. Hipp asked if we had any bonds coming off next year.

Ms. Cromer stated we do have a lease purchase coming off in the next fiscal year.

Mr. Shacker also stated that staff recommended not incurring any additional debt. Staff recommend getting the CPST projects reevaluated and seeing how much of ARPA funds could be used for rolling stock.

Staff have been made aware of a demo fire truck. If we can show to Council that we are adding to the fund balance, we could do a budget amendment during the first quarter to possibly pay cash for rolling stock.

Mr. Shacker stated another option could be if you wanted to lease purchase a truck and do it within the operating budget. We will set up a debt service division and the funds could be transferred. This division does not exist now.

Mr. Hipp stated that when he first got to Council, the County could not borrow a million dollars. This is a much better place to be.

Mr. Shacker stated the last thing he wanted to show was a fund balance analysis. The council will want to know what the trend has been over the last several years.

Mr. Shacker stated that in FY 97-98 the budget was \$8.2 million and in FY21-22 the budget was \$27.2 million. Undesignated funds for that period FY 97-98 were \$4.5 million or 4.5 months of operation.

Mr. Shacker stated the County had been consistent in the amount of fund balance usage as a percentage to budget. For FY23-24, we are projecting to use 1.4 million.

Also, Mr. Shacker stated for FY20-21 and FY21-22, we ended with a negative. We know we have missed some smaller amounts but over the last three years, \$10.3 million has been used from fund balance one-time major capital needs for economic development projects, capital projects and a settlement of a lawsuit.

Ms. Cromer stated the fund balance is understated because we have some outstanding grant reimbursements that the County has not received. We are waiting for a reimbursement of \$1.6 million. Most of the grants are for economic development.

Mr. Shacker stated putting that in prospective using the \$1.6 million that would bring our FY 21-22 unaudited figures to \$14.9 million or 6.6 months in reserve.

Mr. Johnson stated this was wonderful information. Mr. Johnson thanked Jeff and the staff.

Ms. Arrowood requested the fund balance spreadsheet be sent to Council.

Mr. Johnson stated that we need to have a good fund balance to float the County until the taxes are collected and the revenue comes in.

Mr. Hipp asked if our contracted services would be going down with the number of new vehicles. Does our budget reflect this?

Ms. Brehmer said the vehicle contracted services was in budget 8120, Fleet Services, page 23 in your book. The contract did not decrease, because of a CPI. Crystal Waldrop would be the expert for explanation if needed.

Mr. Johnson stated at a certain age or mileage they will not service any more.

Mr. Hipp stated if we are justifying the need based on the mileage or repairs, the budget should reflect a decrease.

Ms. Brehmer responded that for the aging fleet of the rolling stock in fire and rescue, there is a line item in their respective budgets to handle those non contractual repairs.

Mr. Hipp asked for those to be pointed out. He would like to see them,

Ms. Brehmer stated she would get that information for them.

Ms. Cromer stated Crystal Waldrop would be the better source for this question. She knows what is included in the contract when it was bid on.

Ms. Arrowood asked if the old vehicles would be sold?

Ms. Brehmer stated a few of those would be used for trade in values and not go to be sold on gov deals.

Mr. Johnson stated that you get more money for those with trade in than sold with gov deals. If we could do that with all vehicles, I think that would be very wise.

Ms. Arrowood asked about vehicles insurance. Would we have to pick up additional insurance?

Ms. Brehmer stated that is included in the budget.

Mr. Hipp stated in the general operating budget, he agrees with all of those apart from the postage and printing in the Assessor's budget. It would be bad for me to support those adjustments and be opposed to postponing reassessment.

Mr. Johnson stated we could make those adjustments in the third reading. He also thanked Ms. Donna Lominack, Auditor, for her assistance in the debt service.

There being no further business, Mr. Shealy moved to adjourn; seconded by Mr. Hipp. The vote was unanimous.

Mr. Johnson declared the meeting adjourned at 6:17 p.m.

NEWBERRY COUNTY COUNCIL

Todd Johnson, Chairman

Debbie S. Cromer, Finance Director

Minutes Approved: _____

**NEWBERRY COUNTY COUNCIL
MINUTES
May 17, 2023**

Newberry County Council met on Wednesday, May 17, 2023, at 6:00 p.m. in Council Chambers at the Courthouse Annex, 1309 College Street, Newberry, SC, for a regular scheduled meeting.

Notice of the meeting was duly advertised, as required by law.

PRESENT: Todd Johnson, Chair
Mary Arrowood, Council Member
Karl Sease, Council Member
Robert N. Shealy, Council Member
Johnny Mack Scurry, Council Member
Jeff Shacker, County Administrator
Karen Brehmer, Deputy County Administrator
Joanie Winters, Interim County Attorney
Debbie S. Cromer, Finance Director

ABSENT: Travis Reeder, Council Member
Les Hipp, Vice Chairman

MEDIA: Andrew Wigger, Newberry Observer

Mr. Johnson called the meeting to order at 6:00 p.m. and determined a quorum to be present.

Mr. Scurry had the invocation followed by the Pledge of Allegiance.

1. ADDITIONS, DELETIONS AND ADOPTION OF AGENDA

Mr. Sease made a motion to approve the agenda as presented; seconded by Mrs. Arrowood. The vote was unanimous.

2. Employee Recognition

a. Gene K. Shealy	15 years	Assessor
b. Laura Lane	25 years	Clerk of Court
c. Teresa Ball	15 years	Public Works
d. DeQuan Mitchell	5 years	Sheriff
e. Tammy Claytor	15 years	Sheriff
f. Ambrelyn Silvers	20 years	Sheriff

Mr. Johnson stated it is always a pleasure to honor the employees of Newberry County. They are indeed the backbone of the county.

3. Public Appearances:

a. Ben Setzler, Newberry Soil and Water Conservation District

Mr. Setzler stated he was previously asked by Council to update them on a quarterly basis. He promised to make it brief and answer any questions that Council might have.

Mr. Setzler updated the Council on the number of grants the district had received and updated Council on the feral hog program. The District received over \$100,000 in grants this year. The district had a litter cleanup day; seven counties combined picked up a total of 61,000 pounds of garbage. Many community groups joined in making this project successful.

Upcoming events in the district are the Camp Conservation on June 19-23. The camp has been successful over the years. We have 45 kids registered and have a waiting list. Last year the district received about \$50,000 in donations.

The Fair will be held at the Town of Prosperity this year with the dates being August 24-27.

b. Residents of Sunview Road, Prosperity (located off Hollands Landing Road)

Mr. Johnson informed the audience that he would hold to the normal rule of public comments to about three minutes per person.

Debra Hawkins, Sunview Road resident, stated that we are here to address a matter of utmost urgency, a piece of property that is unfit for human habitation. This property poses a sever health risk to the wellbeing of the residents and the entire community.

Ms. Hawkins referenced the following code Title 31-14-320

SECTION 31-15-320. Repairing, closing, or demolishing unfit dwellings.

Whenever the governing body of any county of this State finds that there exist in the county dwellings which are unfit for human habitation due to (a) dilapidation, (b) defects increasing the hazards of fire, accidents or other calamities, (c) lack of ventilation, light or sanitary facilities or (d) other conditions rendering such dwellings unsafe or unsanitary, dangerous or detrimental to the health, safety or morals or otherwise inimical to the welfare of the residents of the county, such county may, upon the approval of a majority of the resident members of the county legislative delegation which the members represent, exercise its police powers to repair, close or demolish any such dwelling.

Ms. Hawkins stated she was not saying to tear the building down. I am saying this property needs to be cleaned. They have no running water, and two men live in a utility building. I have talked to DHEC, and they cited them for a sewer violation. The well on the property is down; there is no water. We have had the police down there. We have had a bunch of thefts, propane tanks, tools, guns. On March 7, Newberry County Police came, and the police found guns and other stolen times. Across the street they have a piece of styrofoam, that is used as a target. As you can see, it is a site for sore eyes. We wanted to bring to the Council's attention the horrible conditions on Sunview Road. Ms. Hawkins also showed pictures of the property in question. Ms. Hawkins presented the Council with a

petition from property owners. This petition would become part of the official minutes.

Mr. Robert Neely lives on Holland Landing Road. We love to ride our golf carts. We have been to animal control and the Sheriff's Department. My grandson and my wife have both gotten attacked. We have police reports but there has been no follow-up. Four houses that are a problem pit bulls between the road and the door. There is more going on in that area. We need to get people to follow up.

Mr. Bill Henderson moved in December 2020. The property was a mess back then, but it is not healthy down there. We have homeless people and we do not know what to do to help them. There are four or five properties that need to be condemned. No water, DHEC should be involved. They are dumping sewage on the ground.

Ms. Jennifer Coleman thanked the Council for letting them present tonight and making them aware of the situation. We have reached out to all the residents on the road and other entities. None of us feel safe walking. Just wanted to say thank you and consider our concerns and complaints. Any help will be greatly appreciated.

Mr. Johnson stated he appreciated the citizens, making them aware of the situation. Unfortunately, this is a countywide situation and staff will be working on solutions.

- 4. ORDINANCE #04-02-23: AN ORDINANCE ACTING ON A REQUEST TO AMEND THE OFFICIAL ZONING MAP ESTABLISHED PURSUANT TO ZONING ORDINANCE NO. 12-24-02 AS REVISED AND AMENDED BY ZONING ORDINANCE NO 06-11-16 AND CODIFIED IN CHAPTER 153 IF THE NEWBERRY COUNTY CODE OF ORDINANCES, ESTABLISHED ZONING CLASSIFICATION AND DISTRICTS SO AS TO REZONE (1) REAL ESTATE PARCEL TOTALING TWO AND EIGHTY-FIVE HUNDREDTHS (2.85) ACRES DESIGNATED AS TMS No. 399-25 FROM RS-SINGLE FAMILY RESIDENTIAL TO R2-RURAL.**

a. Public Hearing

Mr. Johnson declared this to be a public hearing. There being no comments from the public, Mr. Johnson declared the public hearing closed.

b. Third and Final Reading

Mrs. Arrowood moved to approve third reading; seconded by Mr. Scurry. There being no discussion, Mr. Johnson called for the vote. The vote was unanimous.

- 5. ORDINANCE #05-06-23: AN ORDINANCE TO AUTHORIZE THE COUNTY OF NEWBERRY, BY NEWBERRY COUNTY COUNCIL, TO SELL REAL ESTATE LOCATED ON PINE HILL CIRCLE BETWEEN TMS NO. 340-1-10 AND TMS NO 340-1-15, AND DESCRIBED ON EXHIBIT "A", WHICH IS INCORPORATED WITHIN THE ORDINANCE BY REFERENCE, TO THE SUCCESSFUL BIDDER, UPON SUCH TERMSS AND CONDITIONS AS DESCRIBED IN THE REQUEST FOR BID.**

a. Second Reading

Ms. Arrowood moved to approve the second reading; seconded by Mr. Sease. Motion passed unanimously.

- 6. ORDINANCE #05-07-23: ORDINANCE ACTING ON A REQUEST TO AMEND THE OFFICIAL ZONING MAP ESTABLISHED PURSUANT TO ZONING ORDINANCE #12-24-01 AS REVISED AND AMENDED BY ZONING ORDINANCE #06-11-16 AND CODIFIED IN CHAPTER 153 OF THE NEWBERRY COUNTY CODE OF ORDINANCES, ESTABLISHES ZONING CLASSIFICATION AND DISTRICTS SO AS TO REZONE TWO (2) REAL ESTATE PARCEL TOTALING THREE AND NINETY-TWO HUNDREDTHS (3.92) ACRES DESIGNATED AS TMS NO. 339-3-6-19 AND TMS NO. 339-3-6-2 FROM GC-GENERAL COMMERCIAL TO RMS- SINGLE-FAMILY RESIDENTIAL.**

a. Second Reading

Mr. Shealy completed a recusal statement. Which will be a part of the official minutes and removed himself from Council Chambers.

Ms. Arrowood moved to approve the second reading; seconded by Mr. Sease. Motion carried unanimously,

7. ORDINANCE #05-08-23: AN ORDINANCE TO PROVIDED APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024, FOR THE NEWBERRY COUNTY BUDGET FOR COUNTY ORDINARY PURPOSES AND FOR OTHER COUNTY PURPOSES FOR WHICH THE COUNTY MAY LEVY A TAX AND RECCEIVE REVENUES, TP PROVIDE FOR THE LEVY OF TAXES ON ALL TAXABLE PERONAL AND REAL PROPERTY IN NEWBERRY COUNTY FOR ALL COUNTY PURPOSES, INCLUDING SUFFICIENT TAX TO PAY THE PRINICIPAL AND INTEREST ON OUTSTANDING INDEBTEDNESS OF NEWBERRY COUNTY PAYABLE DURING SAID FISCAL YEAR; TO PROVIDE FOR THE EXPENDITURE OF SAID TAXES AND OTHER REVENUES RECEIVED BY THE COUNTY DURING SAID FISCAL YEAR, AND TO PROVIDE FOR BORROWING IN ANTICIPATION OF TAX COLLECTIONS BY THE ISSURANCE OF ONE OR MORE TAX ANTICIPATION NOTES, IF NECESSARY.

a. Second Reading

Ms. Shealy moved to approve the second reading; seconded by Mrs. Arrowood. Motion carried unanimously,

8. ORDINANCE #05-09-23: AN ORDINANCE TO PROVIDE APPROPRIATIONS FOR THE FISCAL YEAR BEGGINING JULY 1, 2023, AND ENDING JUNE 30, 2024, FOR NEWBERRY COUNTY LIBRARY, PIEDMONT TECHNICAL COLLEGE AND THE NEWBERRY AGENCY FOR DISABILITES AND SUPCIAL NEEDS, TO PROVIDE FOR THE LEVY OF TAXES ON ALL TAXABLE PERSONAL AND REAL ESTATE PROPERTIES IN NEWBERRY COUNTY FOR SAID PURPOSES, TO PROVIDE FOR THE EXPENDITURE OF SAID TAXES AND OTHER REVENUES RECEIVED BY THE COUNTY DURING SAID FISCAL YEAR.

a. Second Reading

Mr. Scurry moved to approve the second reading; seconded by Mrs. Arrowood. There being no discussion, the vote was unanimous.

9. ORDINANCE NO 05-10-2023. AN ORDINANCE TO POSTPONE THE IMPLEMENTATION OF REVISED VALUES RESULTING FROM REASSESSMENT AND EQUALIZATION.

a. Second Reading

Mr. Shealy made a motion this be second reading; seconded by Ms. Arrowood. The vote was unanimous.

Mr. Johnson stated he was not in favor of postponing reassessment; however, he would rather for the values to be correct.

10. APPOINTMENTS

Mr. Johnson made a motion to appoint Rodney Wicker to the Board of Rural Fire Control; seconded by Mr. Shealy. The vote was unanimous.

11. PUBLIC COMMENTS

No additional comments from the public.

12. EXECUTIVE SESSION:

a. Personnel Matter(s):

- i. Discussion of matters related to compensation of elected officials pursuant to SC Code of Laws Section 30-4-70(a)(1)**
- ii. Discussion of matters related to appointment and compensation of employees within County Administration pursuant to SC Code of Laws Section 30-4-70(a)(1)**
- iii. Discussion of matters related to appointment and compensation of employees within Building and Zoning pursuant to SC Code of Laws Section 30-4-70(a)(1)**

b. Legal Matter(s):

- i. Discussion of matters related to the Board of Zoning Appeals pursuant to SC Code of Laws Section 30-4-70 (a)(2).**

Mr. Shealy moved to go into Executive Session for the above-stated reasons; seconded by Mr. Sease. There being no discussion, Mr. Johnson called for the vote. The vote was unanimous.

**EXECUTIVE SESSION
6:45 PM – 7:55 PM**

Mr. Shealy moved to return to open session; seconded by Mrs. Arrowood. There being no discussion, Mr. Johnson called for the vote. The vote was unanimous.

13. COUNTY COUNCIL MAY TAKE ACTION FOLLOWING EXECUTIVE SESSION ON MATTERS DISCUSSED DURING EXECUTIVE SESSION

Mr. Johnson said no action was needed based on the Executive Session.

14. COMMENTS/REQUESTS FROM COUNTY ADMINISTRATOR

Mr. Shacker stated the Economic Strategic plan had been reviewed. The strategic plan will be on the June 7, 2023, agenda.

Mr. Shacker made the Council aware of a grant received by Jessie Long, Recreation Director, in the amount of \$44,400. This grant is an 80-20 match for Lynch's Woods improvements using current staff.

Mr. Shacker also stated on June 14, there will be a meeting on the Newberry Richland boundary. It will only be virtual. There will be a phone in option.

15. COMMENTS/REQUESTS FROM COUNCIL MEMBERS

The council thanked Jeff and the staff for a job well done.

16. FUTURE MEETINGS:

- a. Finance Committee Meeting – May 30, 2023, 6:00 p.m.
- b. Executive Committee Meeting – June 5, 2023, 6:00 p.m.
- c. County Council – June 7, 2023, 6:00 p.m.
- d. Economic Development Meeting – June 12, 2023, at 6:00 p.m.
- e. Newberry-Richland County Boundary Meeting – June 14, 2023, at 6:00 p.m.
- f. County Council Meeting June 21, 2023, 6:00 p.m.

17. ADJOURNMENT

There being no further business, Mr. Shealy moved to adjourn; seconded by Mrs. Arrowood. The vote was unanimous.

Mr. Johnson declared the meeting adjourned at 7:58 p.m.

NEWBERRY COUNTY COUNCIL

Todd Johnson, Chairman

Debbie S. Cromer, Finance Director

Minutes Approved: _____



**Newberry County
Administration**
1309 College Street
Newberry, SC 29108
803-321-2100

Agenda Briefing

Prepared By: Crystal Waldrop	Title: Purchasing Director
Department: Administration	Division: Procurement
Date Prepared: May 30, 2023	Meeting Date: June 7, 2023
Legal Review: n/a	Date:
Budget Review: yes	Date:
Approved for Consideration:	Date:
Request Consideration by Committee / County Council	
Subject: Bid No: 2023-9 Edgewater Shores Neighborhood Road Repairs	

STAFF'S RECOMMENDED ACTION: Staff recommends the low bidder, Satterfield Construction Company, in the amount of \$329,299.00.

FIDUCIARY: The funding will be provided by the CTC, PIN # 041257

Are Funds allocated in the department's current fiscal year budget?	X	Yes		No
If no, is a budget amendment necessary?		Yes		No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA (s) OF LEGAL EXPOSURE:

SUMMARY DISCUSSION: The following roads are included in this solicitation: Edgewater Drive, Edgewater Court, Oak Hill Road, Northshore Drive, Lakepointe Drive, and Lakeside Drive.

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS: Bid Tabulation Sheet

Invitation to Bid: 2023-9 Road Repairs: Edgewater Shores Neighborhood					Bid Opening Date: April 26, 2023 @ 3:00 p.m.
Newberry County Courthouse Annex Conference Room, 1309 College Street, Newberry					
Bidder		Amount of Base Bid	Full Depth per unit	Overlay per sq. yard	Bid Bond
Satterfield Construction		\$ 329,299.00	\$ 40.00	\$ 11.00	yes
Armstrong Contractors		\$ 391,280.00	\$ 52.65	\$ 14.20	yes
Accepted by:	<i>Crystal Klardess</i>				
	<i>Newberry</i>				
Purchasing Director					
					<i>PTM/2023</i>
					<i>10/20/23</i>

AN ORDINANCE NO. 04-05-2023

TO PROVIDE FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF NEWBERRY COUNTY, SOUTH CAROLINA NOT EXCEEDING \$2,000,000 IN AGGREGATE PRINCIPAL AMOUNT, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS OF SAID BONDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT OF SAID BONDS, AND OTHER MATTERS RELATING THERETO.

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EXHIBIT A – NOTICE OF PUBLIC HEARING

EXHIBIT B – FORM OF BOND

EXHIBIT C – FORM OF NOTICE OF SALE

BE IT ORDAINED BY THE COUNTY COUNCIL OF NEWBERRY COUNTY, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, AS FOLLOWS:

ARTICLE I

FINDINGS OF FACT

Section 1.01 Findings.

As an incident to the adoption of this Ordinance, the Newberry County Council (the "Council"), the governing body of Newberry County, South Carolina (the "County"), finds that the facts set forth in this Article exist and the statements made with respect thereto are in all respects true and correct:

1. By virtue of Chapter 15, Title 4, Code of Laws of South Carolina, 1976, as amended and supplemented by Act No. 113 of the 1999 Acts of the South Carolina General Assembly (collectively, the "County Bond Act"), the County is empowered to issue general obligation bonds for any "authorized purpose" as therein defined.

The Council has heretofore determined that it is in the best interest of the County to provide for the acquisition of certain equipment for fire, rescue and ambulance functions within the County, such equipment to include fire trucks, ambulances and other vehicles, solid waste processing equipment, and other items of personal property (collectively, the "Equipment").

The Council has further determined that the cost of purchase of the Equipment will be defrayed in each year through the proceeds of a series of lease-purchase agreements to be entered into from time to time, subject to the decision by the Council to suspend or discontinue or modify such plan at any time. Lease-purchase agreements for items such as the Equipment are expressly exempt from the provisions of Section 11-27-110, Code of Laws of South Carolina, 1976, and, accordingly, are not chargeable against the constitutional debt limit of the County as described in Section 1.02 of this Ordinance. Subject to the right of the County reserved in each lease-purchase agreement now in effect and to become effective hereafter to not appropriate funds in any fiscal year for the payment due thereunder, the County will make annual payments payable under each lease purchase agreement (collectively, "Lease Payments") in order to enjoy the use of the equipment in each fiscal year.

The County has also as of April 30, 2013 entered into with Newberry County Public Facilities Corporation, a South Carolina non-profit corporation (the "Corporation") a Facilities Purchase and Occupancy Agreement (the "Facilities Agreement"). Pursuant to the Facilities Agreement, the Corporation has provided to the County permanent financing for the construction and equipping of the County's public works administration and animal control facility, and the County has agreed, for its use and acquisition of such facility over a term of years, to make annual "Acquisition Payments" to the Corporation. Amounts payable under the Facilities Agreement are not subject to the constitutional debt limit of the County as described in Section 1.02 of this Ordinance.

The Council further intends the Lease Payments and the Acquisition Payments (collectively, the "Annual Appropriation Payments") will be paid from the proceeds of general obligation bonds of the County to be issued annually, in sufficient time to allow for the timely funding of the Annual Appropriation Payments. The payment of Annual Appropriation Payments constitutes an authorized purpose for the issuance of general obligation bonds of the County within the meaning of the County Bond Act.

The Council has determined to presently authorize the issuance of two general obligation bonds of the County, one to be issued in Fiscal Year 2023-24, and the other to be issued in Fiscal Year 2024-25, in order to provide funds with which to pay Annual Appropriation Payments in such Fiscal Years. The total estimated cost of such Annual Appropriation Payments and, additionally, costs of issuance of the bonds, will not exceed \$2,000,000.

Section 1.02 Recital of Applicable Constitutional Provisions.

Section 14 of Article X of the Constitution of the State of South Carolina (the "Constitution") provides that the counties of the State may issue bonded indebtedness in an amount not exceeding eight percent (8%) of the assessed value of all taxable property therein, and provides further that no bonded indebtedness incurred on or prior to November 30, 1977, shall be charged against such eight percent (8%) debt limitation. Paragraph (6) of Section 14 of Article X of the Constitution further provides that general obligation debt authorized by a majority of the qualified electors of the issuer may be issued without consideration of the eight percent (8%) limit otherwise imposed by Section 14 of Article X. The assessed value of all taxable property located within the County (including merchants' inventory, but net of property subject to a fee in lieu of tax) as certified by the County Auditor for the year 2021, which is the last completed assessment thereof, is a sum of not less than \$155,088,455, and thus the eight percent (8%) debt limit of the County is not less than \$12,407,076. At the time of the issuance of the first bond authorized by this Ordinance in December 2023, the County will have outstanding general obligation debt chargeable against the eight percent (8%) limit in the principal amount of not exceeding \$2,022,976. Thus, the Council may issue the general obligation debt provided for by this ordinance without the authorization required by Section 14(6) of the Constitution, provided that the County does not additional indebtedness which would, along with such general obligation debt, exceed the debt limit of the County.

Section 1.03 Holding of Public Hearing and Notice Thereof.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided as required by said Section 4-9-130. The form of the notice to be published shall be substantially as set forth as Exhibit A attached hereto.

* * *

ARTICLE II

DEFINITIONS AND AUTHORITY

Section 2.01 Definitions.

As used in this Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

“Administrative Costs” means all amounts payable by the County to the Corporation under the Facilities Agreement as “Additional Payments”.

“Annual Appropriation Payments” shall have the meaning given thereto in Section 1.01 of this Ordinance.

“Authorized Investments” means any securities which are authorized legal investments for political subdivisions pursuant to the Code of Laws of South Carolina.

“Authorized Officer” means the Chairman or the Vice-Chairman of the Council, the County Administrator of the County, and any other officer or employee of the Council designated from time to time as an Authorized Officer by resolution of the Council, and when used with reference to any act or document also means any other person authorized by resolution of the Council to perform such act or sign such document. During such time as a State of Emergency exists, the Chairman (or Vice-Chairman in the absence or disability of the Chairman) is empowered to designate any officer or employee of the County as an Authorized Officer.

“Bond”, “a Bond” or “the Bond” means a Bond issued in accordance with the provisions of this Ordinance. “Bonds” means all Bonds issued hereunder.

“Bondholder” or “Holder” or “Holder of Bond” or “Owner” or similar term means, when used with respect to a Bond, any person who shall be registered as the owner of a Bond outstanding.

“Bond Payment” means the payment of principal of and interest on a Bond.

“Bond Payment Date” means each date on which a Bond Payment shall be payable.

“Code” means the Internal Revenue Code of 1986, as amended.

“Council” means the Newberry County Council, South Carolina, the governing body of said County or any successor governing body of said County.

“County” means Newberry County, South Carolina.

“County Bond Act” shall have the meaning given thereto in Section 1.01 of this Ordinance.

“Equipment” shall have the meaning given in Section 1.01 of this Ordinance.

“Facilities Agreement” shall have the meaning given in Section 1.01 of this Ordinance.

“Government Obligations” means and includes direct general obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which is fully and unconditionally guaranteed by the United States of America.

“Holder” means the registered owner, from time to time, of a Bond as shown on the registration books of the County maintained by the Registrar.

“Ordinance” shall mean this ordinance of County Council authorizing the issuance of the Bond.

“Outstanding”, when used in this Ordinance with respect to a Bond, means as of any date, such Bond theretofore delivered pursuant to this Ordinance except:

(a) if such Bond shall have been cancelled or delivered to the Registrar for cancellation on or before such date;

(b) if such Bond deemed to have been paid in accordance with the provisions of Section 7.01 hereof; and

(c) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Section 3.11 of this Ordinance.

“Paying Agent” means the County Treasurer of Newberry County.

“Person” means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

“Record Date” means the 15th day of the month immediately preceding a Bond Payment Date.

“Registrar” means the County, acting through the Clerk to Council.

“State of Emergency” means a period during which a proclamation issued by the Governor of the State pursuant to South Carolina Code Ann. Sec. 1-3-420 (1976, as amended) remains effective in the County.

Section 2.02 Construction.

In this Ordinance, unless the context otherwise requires:

1. Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Ordinance.

2. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms refer to this Ordinance, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of adoption of this Ordinance.

3. Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

4. Any fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Ordinance, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.

* * *

ARTICLE III

ISSUANCE OF BONDS

Section 3.01 Ordering the Issuance of Bonds.

Pursuant to the provisions of the County Bond Act, and for the purpose of obtaining funds with which to pay Annual Appropriation Payments and Administrative Costs, there shall be issued, as two or more separate Bonds, not exceeding Two Million Dollars (\$2,000,000) aggregate principal amount general obligation bonds of the County. Each Bond issued hereunder shall bear a series designation which reflects the calendar year of issuance and sequence of issuance within such calendar year relative to other general obligation bonds, if any, of the County issued within such calendar year. The first Bond issued under the authorizations of this Ordinance shall be issued in Fiscal Year 2023-24 and in time sufficient to pay Annual Appropriation Payments and Administrative Costs due in such Fiscal Year. Likewise, the final Bonds issued under the authorizations of this Ordinance shall be issued in Fiscal Year 2024-25 and in time sufficient to pay Annual Appropriation Payments and Administrative Costs due in such Fiscal Year. The principal amount of a Bond in a given year shall be adjusted, or the issuance thereof cancelled, as appropriate, in the event the Council determines not to appropriate Annual Appropriation Payments or portion thereof for such year. The County Administrator may, in his sole discretion, determine that a Bond be issued as two or more separate series to reflect a difference in tax-exempt status, the initial source of payment therefore, or any other basis not inconsistent with this Ordinance.

Section 3.02 Maturity Schedule of Bonds.

A Bond shall be dated as of the date of its delivery and shall bear interest from its dated date. The principal amount of a Bond shall be sufficient to pay the Annual Appropriation Payment due in the Fiscal Year of such Bond's issuance, Administrative Costs, and the costs of issuance of such Bond, as determined by the County Administrator. A Bond shall mature no later than June 30 of the Fiscal Year of its issuance on such date, as determined by the County Administrator.

Section 3.03 Medium of Payment; Form and Denomination of Bonds; Place of Payment of Principal.

(a) A Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) A Bond shall be issued in the form of one (1) fully registered bond.

(c) A Bond Payment shall be payable to the Person appearing as the Holder of the applicable Bond on the Record Date on the registration books of the County, which books shall be held by the County as Registrar as provided in Section 3.06 hereof, upon the presentation and surrender for cancellation of the Bond at the office of the Paying Agent, provided, however, that the Paying Agent may, upon advice of the County Administrator, waive presentment prior to the delivery of the Bond Payment to the Holder as provided in this Section 3.03(c).

Section 3.04 Execution and Authentication.

(a) A Bond shall be executed in the name and on behalf of the County by the manual signature of an Authorized Officer or Officers, with its corporate seal impressed, imprinted or otherwise reproduced thereon, and attested by the manual signature of the Clerk to County Council or an Authorized Officer (other than the officer or officers executing such Bond). A Bond may bear

the manual signature of any person who shall have been such an Authorized Officer authorized to sign such Bond at the time such Bond was so executed, and shall bind the County notwithstanding the fact that his or her authorization may have ceased prior to the authentication and delivery of such Bond.

(b) A Bond shall not be valid or obligatory for any purpose nor shall it be entitled to any right or benefit hereunder unless there shall be endorsed on the Bond a certificate of authentication in the form set forth in this Ordinance, duly executed by the manual signature of the Registrar, and such certificate of authentication upon a Bond executed on behalf of the County shall be conclusive evidence that the Bond so authenticated has been duly issued hereunder and that the Holder thereof is entitled to the benefit of the terms and provisions of this Ordinance.

Section 3.05 Exchange of a Bond.

A Bond, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered Holder or his duly authorized attorney, may, at the option of the registered Holder thereof, be exchanged for a new Bond of the same interest rate and maturity. So long as a Bond remains Outstanding, the County shall make all necessary provisions to permit the exchange of the Bond. Such new Bond shall reflect the principal amount thereof as then yet unpaid.

Section 3.06 Transferability and Registry.

A Bond shall at all times, when the same is Outstanding, be payable to a Person, and shall be transferable only in accordance with the provisions for registration and transfer contained in this Ordinance and in the Bond. So long as a Bond remains Outstanding, the Registrar shall maintain and keep, at its administrative office, books for the registration and transfer of the Bond, and, upon presentation thereof for such purpose at such office, the Registrar shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it may prescribe, such Bond. So long as the Bond remains Outstanding, the Registrar shall make all necessary provisions to permit the transfer of such Bond at its administrative office.

Section 3.07 Transfer of the Bond.

A Bond shall be transferable only upon the books of the Registrar, upon presentation and surrender thereof by the Holder of the Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney. Upon surrender for transfer of a Bond, the County shall execute, authenticate and deliver, in the name of the Person who is the transferee, a new Bond of the same principal amount and maturity and rate of interest as the surrendered Bond. Such new Bond shall reflect the principal amount thereof as then yet unpaid.

Section 3.08 Regulations with Respect to Exchanges and Transfers.

A Bond surrendered in any exchange or transfer shall forthwith be cancelled by the Registrar. For each such exchange or transfer of the Bond, the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the Holder requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The County shall not be obligated to issue, exchange or transfer a Bond during the 15 days next preceding the Bond Payment Date applicable thereto.

Section 3.09 Mutilated, Destroyed, Lost and Stolen Bond.

(a) If the Holder surrenders a mutilated Bond to the Registrar or the Registrar receives evidence to its satisfaction of the destruction, loss, or theft of a Bond, and there is delivered to the Registrar such security or indemnity as may be required by it to save it harmless, then, in the absence of notice that such Bond has been acquired by a bona fide purchaser, the County shall execute and deliver, in exchange for the mutilated Bond or in lieu of any such destroyed, lost, or stolen Bond, a new Bond of like tenor, maturity, and interest rate bearing a number unlike that of such mutilated, destroyed, lost, or stolen Bond, and shall thereupon cancel any such mutilated Bond so surrendered.

(b) Upon the issuance of any new Bond under this Section 3.09, the County may require the payment of a sum sufficient to cover any tax, fee, or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees or other fees, of the County or the Registrar connected therewith.

(c) Each new Bond issued pursuant to this Section in lieu of any destroyed, lost, or stolen Bond, shall constitute an additional contractual obligation of the County, whether or not the destroyed, lost, or stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with the Bond duly issued pursuant to this Ordinance.

(d) A Bond shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of the mutilated, destroyed, lost, or stolen Bond and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of the mutilated, destroyed, lost, or stolen Bond or securities.

Section 3.10 Holder As Owner of Bond.

In its capacity as Registrar, the County may treat the Holder of a Bond as the absolute owner thereof, whether the Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the Bond Payment on the Bond and for all other purposes, and payment of the Bond Payment shall be made only to, or upon the order of, such Holder. All payments to such Holder shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid, and the County shall not be affected by any notice to the contrary.

Section 3.11 Cancellation of the Bond.

The Registrar shall destroy a Bond when the same shall be surrendered to it for cancellation. In such event, such Bond shall no longer be deemed Outstanding under this Ordinance and no Bond shall be issued in lieu thereof.

Section 3.12 Payments Due on Saturdays, Sundays and Holidays.

In any case where a Bond Payment Date shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of the Bond Payment need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date and no interest shall accrue for the period after such date.

Section 3.13 Tax Exemption in South Carolina.

Bond Payments shall be exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes.

Section 3.14 Order to Levy Ad Valorem Taxes to Pay Principal and Interest of Bond.

For the payment of principal of and interest on a Bond as the same become due and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, and taxing power of the County are hereby irrevocably pledged, and there shall be levied an ad valorem tax upon all taxable property located within the County sufficient to pay the principal of and interest on the Bond as the same become due and to create such sinking fund as may be necessary therefor. The property upon which ad valorem taxes shall be initially levied to pay principal of and interest on a Bond shall include only such property located within a special tax district if the Bond is issued for the benefit of such special tax district.

Section 3.15 Notice to Auditor and Treasurer.

The Auditor and Treasurer of Newberry County, South Carolina, shall be notified of the issuance of a Bond and directed to levy and collect annually upon all taxable property within the County ad valorem property taxes in an amount sufficient to pay the principal of and interest on such Bond as the same become due and to create such sinking fund as may be necessary therefor. The property upon which ad valorem taxes shall be initially levied to pay principal of and interest on a Bond shall include only such property located within a special tax district if the Bond is issued for the benefit of such special tax district.

Section 3.16 Form of Bond.

The form of a Bond, and registration provisions to be endorsed thereon, shall be substantially as set forth in Exhibit B attached hereto and made a part of this Ordinance.

* * *

ARTICLE IV

REDEMPTION OF BONDS

Section 4.01 Redemption of Bonds.

A Bond shall not be subject to redemption prior to maturity except as may be agreed to by the Holder thereof and the County.

* * *

ARTICLE V

SALE OF BONDS

Section 5.01 Sale and Award of Bonds.

A Bond shall be sold at a price of not less than par. Bids for a Bond shall be solicited by the County Administrator from not less than three (3) financial institutions with at least seven (7) days advance notice to institutions so solicited.

Unless all bids are rejected, the County Administrator is authorized to award the Bond to the bidder offering the lowest net interest cost therefor; for purposes of this paragraph, net interest cost shall be determined by computing the total dollar interest cost from the date of the Bond to maturity and deducting therefrom the amount of the premium offered, if any, over and above the principal amount. Any proposed fees of bank counsel shall be treated as additional interest cost in evaluating bids. In the case of a tie in net interest cost, the award of the Bond shall be based upon the flip of a coin. Notwithstanding the foregoing, no such award shall be effective without the approval of Council, by resolution duly adopted, if the net interest cost of such Bond exceeds 5.00% per annum.

Notwithstanding the foregoing, upon advice of Counsel, the sale of a Bond may be combined with the negotiation of a lease-purchase agreement for Equipment, and the Bond may be awarded together with such lease purchase agreement to the bidder offering to the County, in the sole discretion of the County Administrator, the best overall terms for the purchase of such items. No such award shall be effective without the approval of Council, by resolution duly adopted, if the net interest cost of such Bond exceeds 5.00% per annum.

There shall be published in a newspaper of general circulation in the County at least seven (7) days prior to the delivery of a Bond a Notice of Sale in form substantially similar to that appearing at **Exhibit C** hereto.

* * *

ARTICLE VI

DISPOSITION OF PROCEEDS OF SALE OF BONDS

Section 6.01 Disposition of Bond Proceeds Including Temporary Investments.

The proceeds derived from the sale of a Bond shall be paid to the Treasurer of Newberry County, to be deposited in a separate Bond Account, and shall be expended and made use of by the Council to defray the cost of issuing the Bond and to pay Annual Appropriation Payments and Administrative Costs. Any premium shall be placed in the sinking fund held by the Treasurer of Newberry County for payment of principal and interest on the Bond and applied to the discharge of principal on such Bond.

Pending the use of Bond proceeds, the same, but subject to the provisions of Section 8.04, shall be invested and reinvested by the Treasurer of Newberry County in Authorized Investments. All earnings from such investments shall be applied, at the direction of the Council, either (1) to defray the cost of the undertakings for which the Bond is issued and if not required for this purpose, then (2) to interest on the Bond from the proceeds of which such earnings were derived.

Neither the purchaser nor Holder of the Bond shall be liable for the proper application of the proceeds thereof.

* * *

ARTICLE VII

DEFEASANCE OF BONDS

Section 7.01 Discharge of Ordinance - Where and How a Bond is Deemed to Have Been Paid and Defeased.

If a Bond and the interest thereon shall have been paid and discharged, then the obligations of the County under this Ordinance as to such Bond and all other rights granted hereby shall cease and determine. A Bond shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances, viz.:

(1) A third party fiduciary, which shall be any bank, trust company, or national banking association which is authorized to provide corporate trust services (the "Fiduciary"), shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment of the Bond Payment due thereunder; or

(2) If default in the payment when due of a Bond Payment shall have occurred, and thereafter tender of such payment shall have been made, and at such time the Fiduciary shall hold in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(3) If the County shall elect to provide for the payment of a Bond prior to its stated maturity and shall have deposited with the Fiduciary, in an irrevocable trust, moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with the Fiduciary at the same time, shall be sufficient to pay the Bond Payment when due.

Neither the Government Obligations nor moneys deposited with the Fiduciary pursuant to this Section nor the Bond Payments thereon shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Bond Payment on a Bond; provided that any cash received from such principal or interest payments on Government Obligations deposited with the Fiduciary, if not then needed for such purpose, shall to the extent practicable be invested and reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the Bond Payment to become due on a Bond on the Bond Payment Date thereof, and interest earned from such reinvestments not required for the payment of the Bond Payment may be paid over to the County, free and clear of any trust, lien or pledge.

* * *

ARTICLE VIII

CERTAIN TAX AND DISCLOSURE CONSIDERATIONS

Section 8.01 Covenants to Comply with Requirements of the Code.

The County hereby represents and covenants that it will comply with all requirements of the Code, and that it will not take any action which will, or fail to take any action (including, without limitation, filing the required information reports with the Internal Revenue Service) which failure will, cause interest on a Bond to become includable in the gross income of the Holder thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of a Bond. Without limiting the generality of the foregoing, the County represents and covenants that:

1. All property provided by the net proceeds of a Bond will be owned by the County in accordance with the rules governing the ownership of property for federal income tax purposes.
2. The County shall not permit the proceeds of a Bond or any facility financed with the proceeds of the Bond to be used in any manner that would result in (a) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any natural person or in any activity carried on by a person other than a natural person other than a governmental unit as provided in Section 141(b) of the Code, or (b) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141(c) of the Code.
3. The County is not a party to nor will it enter into any contracts with any person for the use or management of any facility provided with the proceeds of a Bond that do not conform to the guidelines set forth in Revenue Procedure 2017-13.
4. The County will not sell or lease the Equipment or any property provided by a Bond to any person unless it obtains the opinion of nationally recognized bond counsel that such lease or sale will not affect the tax exemption of the Bond.
5. A Bond will not be federally guaranteed within the meaning of Section 149(b) of the Code. The County is not a party to any leases or sales or service contracts with any federal government agency with respect to the projects and will not enter into any such leases or contracts unless it obtains the opinion of nationally recognized bond counsel that such action will not affect the tax exemption of a Bond.

Notwithstanding the foregoing, the County Administrator may determine that interest on a Bond shall be subject to federal income tax if so requested by the purchaser thereof, subject always to Section 5.01 of this Bond Ordinance. In such case, the foregoing covenants and the remainder of this Article VIII shall be inapplicable.

Section 8.02 Qualified Tax-Exempt Obligation.

The County Administrator, upon advice of Bond Counsel, is authorized to designate as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3)(B) of the Code any Bonds, provided he reasonably expects that, in the calendar year of issuance thereof, the County and entities subordinate thereto will not issue in the aggregate more than \$10,000,000 of tax-exempt obligations.

Section 8.03 Ability to Meet Arbitrage Requirements.

Careful consideration has been given to the time in which the expenditures of the proceeds of each Bond authorized hereby will be made, and it has been ascertained that all of the money received from the proceeds of each Bond will be expended within the limitations imposed by Section 148(c) of the Code, so that the Council will be able to certify upon reasonable grounds that each Bond is not an “arbitrage bond” within the meaning of Section 148(c) of the Code.

Section 8.04 Escrow Agreement.

In the event that the County Administrator is advised by Bond Counsel that it is necessary that proceeds of the Bonds to be applied to Annual Appropriation Payments be invested at a restricted yield in order to maintain the tax-exempt status of the Bonds, the County Administrator shall engage a Fiduciary to establish an escrow account for the deposit of such proceeds and shall enter into an agreement with such Fiduciary for the custody, investment, and expenditure of such proceeds in form satisfactory to Bond Counsel.

Section 8.05 Continuing Disclosure.

Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, the County covenants to file with a central repository for availability in the secondary bond market when requested:

- (a) An annual independent audit, within thirty days of the County’s receipt of the audit; and
- (b) Event specific information within thirty days of an event adversely affecting more than five percent of revenue or the County’s tax base.

The only remedy for failure by the County to comply with the covenant in this Section 8.04 shall be an action for specific performance of this covenant. The County specifically reserves the right to amend this covenant to reflect any change in Section 11-1-85, without the consent of any Bondholder.

Section 8.06 Taxable Obligation.

Any Bond may be issued as a taxable obligation if the County Administrator determines in his sole discretion that it is in the best interests of the County to do so.

* * *

ARTICLE IX
MISCELLANEOUS

Section 9.01 Savings Clause.

If any one or more of the covenants or agreements provided in this Ordinance should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Ordinance.

Section 9.02 Successors.

Whenever in this Ordinance the County is named or referred to, it shall be deemed to include any entity, which may succeed to the principal functions and powers of the County, and all the covenants and agreements contained in this Ordinance or by or on behalf of the County shall bind and inure to the benefit of said successor whether so expressed or not.

Section 9.03 Ordinance to Constitute Contract.

In consideration of the purchase and acceptance of a Bond by those who shall purchase and hold the same from time to time, the provisions of this Ordinance shall be deemed to be and shall constitute a contract between the County and the Holder from time to time of the Bond, and such provisions are covenants and agreements with such Holder which the County hereby determined to be necessary and desirable for the security and payment thereof. The pledge hereof and the provisions, covenants, and agreements herein set forth to be performed on behalf of the County shall be for the benefit, protection, and security of the Holder of the Bond.

Section 9.04 Filing of Copies of Ordinance.

Copies of this Ordinance shall be filed in the offices of the Council and in the office of the Clerk of Court for Newberry County (as a part of the Transcript of Proceedings).

Section 9.05 Appropriation of Funds.

Notwithstanding Section 9.07 of this Ordinance, the adoption hereof shall not be construed as an appropriation of funds with which to make Annual Appropriation Payments or Administrative Costs in any Fiscal Year. Such appropriation shall be made, if ever, only in connection with the adoption of the County's annual operating budget for each Fiscal Year. The Bonds authorized hereby may be sold and delivered only to pay Annual Appropriation Payments and Administrative Costs when and to the extent so appropriated.

Section 9.06 Further Action by Officers of County.

The proper officers of the County are fully authorized and empowered to take the actions required to implement the provisions of this Ordinance and to furnish such certificates and other proofs as may be required of them, which includes but is not limited to providing the notice and conducting the public hearing described in Section 1.03 hereof. In the absence of any officer of the Council herein authorized to take any act or make any decision, the County Administrator is hereby authorized to take any such act or make any such decision.

Section 9.07 Effective Date of Ordinance.

This Ordinance shall take effect upon its third reading and shall be forthwith codified in the Code of County Ordinances and indexed under the general heading "An Ordinance To Provide For The Issuance And Sale Of General Obligation Bonds Of Newberry County, South Carolina Not Exceeding \$2,000,000 In Aggregate Principal Amount, To Prescribe The Purposes For Which The Proceeds Of Said Bonds Shall Be Expended, To Provide For The Payment Of Said Bonds, And Other Matters Relating Thereto."

DONE IN MEETING DULY ASSEMBLED, this ___ of _____, 2023.

NEWBERRY COUNTY COUNCIL

(SEAL)

Chairman

Attest:

Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Newberry County Council, State of South Carolina will conduct the following public hearing(s) at its meeting on the ____ day of _____, 2023, to be held in the Newberry County Council Chamber, 1309 College Street, Newberry, South Carolina, at _____ P.M.

Ordinance No. ____; An Ordinance To Provide For The Issuance And Sale Of General Obligation Bonds Of Newberry County, South Carolina Not Exceeding \$2,000,000 In Aggregate Principal Amount, To Prescribe The Purposes For Which The Proceeds Of Said Bonds Shall Be Expended, To Provide For The Payment Of Said Bonds, And Other Matters Relating Thereto.

[OTHER ORDINANCES RECEIVING PUBLIC HEARINGS INSERTED HERE]

At the time and place fixed for said public hearing(s), all taxpayers, residents or other interested persons who appear will be given an opportunity to express their views for or against the adoption of the Ordinance. A copy of the proposed Ordinance(s) is available for inspection in the Clerk to Council's office located in the Courthouse Annex at 1309 College Street, Newberry, South Carolina, during its regular business hours. Assistance is available for those who are visually or hearing-impaired. For assistance, call _____, Clerk to Council, (803) 321-2100.

Chairman, Newberry County Council

(FORM OF BOND)

TRANSFER OF THIS BOND IS RESTRICTED BY THAT WRITTEN CONFIRMATION OF (BANK) DATED _____, THE TERMS OF WHICH ARE INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH HEREIN. TRANSFER OF THIS BOND IS OTHERWISE UNLAWFUL AND UNENFORCEABLE.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF NEWBERRY
GENERAL OBLIGATION BOND, SERIES 202__

No. 1

Registered Holder: _____

Principal Amount: _____

NEWBERRY COUNTY, SOUTH CAROLINA (the "County"), a public body corporate and politic and a political subdivision of the State of South Carolina (the "State"), created and existing by virtue of the laws of the State, acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Holder named above or registered assigns, the Principal Amount stated above and interest thereon on such date and in the manner provided herein.

This bond ("Bond") is issued in the principal amount of _____ for purposes authorized by and pursuant to and in accordance with the Constitution and Statutes of the State of South Carolina, including particularly the provisions of Sections 4-15-10 through 4-15-180, Code of Laws of South Carolina, 1976, as amended, and an Ordinance duly adopted by the County Council of Newberry County (the "Ordinance") on _____, 2023. This Bond is not subject to redemption prior to maturity except as may be agreed to by the County and the Holder hereof.

The principal and interest on this Bond shall be paid on _____, 20__ upon the presentation and surrender for cancellation of this Bond at the office of the County Treasurer of Newberry County, as Paying Agent, to the person shown on the books of registration of the County as the Holder hereof on the Record Date. The Bond Payment is payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinance. Certified copies of the Ordinance are on file in the office of the Clerk of Court of Newberry County and in the office of the County Council of Newberry County.

This Bond is payable from a tax levied on all taxable property within the County. For the prompt payment of the Bond Payment as the same shall become due, the full faith, credit, and taxing power of the County are irrevocably pledged.

This Bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer, or certain franchise taxes.

The Bond is issued in the form of one (1) fully registered Bond and is transferable, as provided in the Ordinance, only upon the registration books of the County kept for that purpose at the offices of the County by the registered Holder in person or by his duly authorized attorney upon, (i) surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney, and (ii) payment of the charges, if any, prescribed in the Ordinance. Thereupon a new fully registered Bond of interest rate and like principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of the Bond Payment due hereon and for all other purposes.

For every exchange or transfer of the Bond, the County may make a charge sufficient to reimburse it for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer.

It is hereby certified and recited that all acts, conditions, and things required to exist, happen, and to be performed precedent to and in the adoption of the Ordinance and in the issuance of the Bond in order to make the legal, valid, and binding general obligation of the County in accordance with its terms, do exist, have been done, have happened and have been performed in regular and due form as required by law; and that the issuance of the Bond does not exceed or violate any constitutional, statutory, or other limitation upon the amount of indebtedness prescribed by law.

IN WITNESS WHEREOF, NEWBERRY COUNTY, SOUTH CAROLINA, has caused this Bond to be signed by the manual signature of the Chairman of the Newberry County Council, attested by the manual signature of the Clerk to the Newberry County Council, and the seal of the County impressed hereon.

NEWBERRY COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, Newberry County Council

ATTEST:

Clerk, Newberry County Council

CERTIFICATE OF AUTHENTICATION

This Bond is the Bond of the issue described in the within mentioned Ordinance.

Registrar

By: _____
_____, Clerk to Council

Date of Authentication: _____, 20__

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the entireties

_____ Custodian _____
(Cust) (Minor)

JT TEN - as joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors Act _____
(state)

Additional abbreviations may also be used though not in above list.

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto
the _____ within bond and does hereby irrevocably constitute and appoint
_____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

(Authorized Officer)

(Signature must be guaranteed by a participant in the Securities Transfer Agent Medallion Program (STAMP))

Notice: The signature to the assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

NOTICE OF SALE

Notice is hereby given that Newberry County, South Carolina shall deliver to (Purchaser) on (Date of Delivery) it's \$_____ principal amount General Obligation Bond, Series _____. The Bond has been sold to (Purchaser) at a price of _____ and an interest rate of ____%. The Bond matures on _____, 202__ at which time the principal thereof and interest thereon in the amount of \$_____ shall be due and payable.

Chairman, Newberry County Council

STATE OF SOUTH CAROLINA

COUNTY OF NEWBERRY

I, the undersigned, Clerk to Council of Newberry County, South Carolina, DO HEREBY CERTIFY:

1. That the foregoing is a true, correct and verbatim copy of an Ordinance adopted by the County Council of Newberry County on _____, 2023, at which a majority/all members were present. It was first introduced at the regular meeting of County Council held on _____, 2023. At that meeting, it was given first reading by the majority/unanimous vote of the County Council. Afterwards, at the regular meeting of the County Council held on _____, 2023, it was given its second reading and at the regular meeting of the County Council held on _____, 2023, it was given third and final reading by the unanimous vote of County Council. At each of said meetings, a quorum of County Council was present at all times during the proceedings pursuant to which the aforesaid Ordinance was adopted, the original of which is duly entered in the record of minutes of the aforesaid meetings of said County Council in my Custody as such Clerk.

2. As required by Title 30, Chapter 4 of the Code of Laws of South Carolina 1976, as amended, being the Freedom of Information Act, a copy of the agenda of meetings (showing the date, time and place of the meeting) of the County Council of the County is posted on a designated bulletin board in the administrative offices of the County, posted on the County's publicly-available website and supplied to news media as requested, in each case at least 24 hours prior to regularly scheduled meetings of the County Council. An agenda was posted in accordance with the foregoing sentence for each meeting at which the attached Ordinance was voted upon, and each agenda as so posted contained as an item the consideration of the attached Ordinance by the County Council.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of the County, this ____ day of _____ 2023.

(SEAL)

Clerk, Newberry County Council

First reading: _____

Second reading: _____

Third reading: _____

Public Hearing: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

ORDINANCE NO. 05-06-2023

AN ORDINANCE TO AUTHORIZE THE COUNTY OF NEWBERRY, BY NEWBERRY COUNTY COUNCIL, TO SELL THE REAL ESTATE DESCRIBED ON ATTACHED EXHIBIT "A" WHICH IS INCORPORATED HEREIN BY REFERENCE TO AS THE SUCCESSFUL BIDDER. UPON SUCH TERMS AND CONDITIONS AS DESCRIBED IN THE REQUEST FOR BID.

WHEREAS, under the Ordinances of Newberry County, it is necessary for Newberry County Council to pass an Ordinance and have a public hearing whenever it sells county property; and

WHEREAS, Newberry County owns property being and connecting to Pond Lane, being a certain parcel or tract of land described as 139 feet in length and 40 feet wide also known as Tax Map No. 340-1-10 and 340-1-15; and

WHEREAS, Newberry County Council had determined that it is in the best interest of the County and the citizens of Newberry County to entertain sealed bids for the sale of said property and issued the request via advertisement on February 21, 2023, as Bid Number 2023-4; and

WHEREAS, on March 7, 2023, the singular bid received was accepted and opened, and was accepted by Newberry County on March 7, 2023; and

WHEREAS, Newberry County Council must approve the sale via the legislative process of adopting an ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL FOR NEWBERRY COUNTY, SOUTH CAROLINA, DULY ASSEMBLED THAT THE FOLLOWING ORDINANCE IS HEREBY ADOPTED:

Newberry County Council does hereby authorize the sale of the real estate described on attached Exhibit "A" and upon such terms and conditions as described under the advertised request for bid.

This Ordinance shall be effective upon adoption by the Newberry County Council on the date of the final reading approval.

Enacted and approved this ____ day of _____, 2023.

DONE IN MEETING DULY ASSEMBLED, this ____ day of _____ 2023.

COUNTY COUNCIL OF NEWBERRY COUNTY

Todd Johnson
Chairman, County Council of Newberry County

ATTEST:

Susan C. Fellers
Clerk to County Council of Newberry County

Jeff Shacker, County Administrator

First Reading: _____, 2023
Second Reading: _____, 2023
Public Hearing: _____, 2023
Third Reading: _____, 2023

EXHIBIT A

The subject property is a portion of a driveway that was deeded to the County and is 139 feet in length and having a width of forty feet. The subject property is located in the Pine Hill Estate, off of Hwy US 76, Newberry, South Carolina. The subject property is identified on the Newberry County Assessor's tax maps as being in between parcel numbers 340-1-10 and 340-1-15. The property connects to a private drive, Pond Lane.

STATE OF SOUTH CAROLINA)
NEWBERRY COUNTY)

ORDINANCE NO. 05-07-2023

AN ORDINANCE ACTING ON A REQUEST TO AMEND THE OFFICIAL ZONING MAP ESTABLISHED PURSUANT TO ZONING ORDINANCE NO. 12-24-01 AS REVISED AND AMENDED BY ZONING ORDINANCE NO. 6-11-16 AND CODIFIED IN CHAPTER 153 OF THE NEWBERRY COUNTY CODE OF ORDINANCES, ESTABLISHES ZONING CLASSIFICATION AND DISTRICTS SO AS TO REZONE TWO (2) REAL ESTATE PARCELS TOTALING THREE AND NINETY-TWO HUNDREDTHS (3.92) ACRES DESIGNATED AS TMS NO. 339-3-6-1 AND TMS NO. 339-3-6-2 FROM GC-GENERAL COMMERCIAL TO RSM-SINGLE FAMILY RESIDENTIAL.

WHEREAS, Zoning Ordinance, codified in Chapter 153 of the Newberry County Code of Ordinances, establishes zoning classifications and districts, as well as an Official Zoning Map; and

WHEREAS, said Zoning Ordinance provides procedures for the amendment of both the text of the Ordinance and the district boundaries shown on the Official Zoning Map; and

WHEREAS, pursuant to the procedures established by the Zoning Ordinance, application was made for a map amendment to rezone two (2) real estate parcels totaling three and ninety-two hundredths (3.92) acres located at 2209 & 2211 Wilson Rd., Newberry, to RSM-Single Family Residential from GC-General Commercial. Tax Map No. 339-3-6-1 is currently undeveloped. Tax Map No. 339-3-6-2 currently has a residential structure on the property. The Comprehensive Plan shows the future land use for this area to be within the economic development projected area. The Planning Staff does recommend that this real estate parcel be rezoned to RSM-Single Family Residential.

WHEREAS, the Newberry County Joint Planning Commission, in case number MA01-04-18-23, had this matter on its agenda and considered this request and received

comments as to both the existing and intended uses of the property. The Joint Planning Commission determined that it does concur with the recommendation of the Planning Staff. The Planning Commission has now forwarded its report on the rezoning request to Newberry County Council, as required by law, for consideration of its actions by Newberry County Council.

WHEREAS, Newberry County Council is familiar with the site and the existing uses of the property located at 2209 & 2211 Wilson Rd., Newberry.

NOW, THEREFORE, Newberry County Council makes the following findings of fact and law as to the merits of the rezoning request concerning Tax Map No. 339-3-6-1 and Tax Map No. 339-3-6-2, totaling three and ninety-two hundredths (3.92) acres located at 2209 & 2211 Wilson Rd., Newberry, as more particularly shown on the plat accompanying the submitted "Official Zoning Map Amendment Application" included in the submitted Planning Commission report attached hereto, RSM-Single Family Residential from GC-General Commercial:

A. That the proposed map amendment does promote the implementation of the Comprehensive Plan in the area.

B. This amendment is needed because the proposed development cannot be accomplished by the owner under the existing zoning district regulations.

C. That traffic patterns in the neighborhood will not be adversely affected by the change in zoning.

NOW, THEREFORE, BE IT ORDAINED that:
Newberry County Council hereby determines, based on the findings set forth above, that the attached rezoning request for a map amendment for Tax Map No. 339-3-6-1 and Tax

Map No. 339-3-6-2, totaling three and ninety-two hundredths (3.92) acres real estate parcel as acted on by the Planning Commission, be:

_____ disapproved;

_____ approved; or

_____ approved with the following modifications: _____

AND IT IS SO ORDAINED by Newberry County Council this _____ day of _____, 2023 in meeting duly assembled at Newberry, South Carolina.

NEWBERRY COUNTY COUNCIL

(SEAL)

By: _____
Todd Johnson, Chairman

Attest:

Susan Fellers, Clerk to Council

1st reading: _____

2nd reading: _____

Public Hearing: _____

3rd reading: _____

Reviewed and approved as to form:

Attorney

County Administrator

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

BUDGET ORDINANCE NO. 05-08-2023

AN ORDINANCE TO PROVIDE APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024, FOR THE NEWBERRY COUNTY BUDGET FOR COUNTY ORDINARY PURPOSES AND FOR OTHER COUNTY PURPOSES FOR WHICH THE COUNTY MAY LEVY A TAX AND RECEIVE REVENUES; TO PROVIDE FOR THE LEVY OF TAXES ON ALL TAXABLE PERSONAL AND REAL PROPERTY IN NEWBERRY COUNTY FOR ALL COUNTY PURPOSES, INCLUDING SUFFICIENT TAX TO PAY THE PRINCIPAL AND INTEREST ON OUTSTANDING INDEBTEDNESS OF NEWBERRY COUNTY PAYABLE DURING SAID FISCAL YEAR; TO PROVIDE FOR MATTERS RELATING TO NEWBERRY COUNTY; AND TO PROVIDE FOR THE EXPENDITURE OF SAID TAXES AND OTHER REVENUES RECEIVED BY THE COUNTY DURING SAID FISCAL YEAR, AND TO PROVIDE FOR BORROWING IN ANTICIPATION OF TAX COLLECTIONS BY THE ISSUANCE OF ONE OR MORE TAX ANTICIPATION NOTES, IF NECESSARY.

Pursuant to Section 4-9-140 of the South Carolina Code of Laws, 1976, as amended, BE IT ENACTED by the County Council for Newberry County:

SECTION I. LEVYING OF A SUFFICIENT TAX

A tax of sufficient mills to pay for appropriations provided in the Newberry County Budget, hereinafter made for the fiscal year beginning July 1, 2023, and ending June 30, 2024, after crediting against appropriations all other revenue anticipated to accrue to Newberry County during said fiscal year and not earmarked for specific purposes, is hereby levied upon all the taxable property of Newberry County for County purposes.

SECTION II. GENERAL FUND REVENUES AND APPROPRIATIONS

There is hereby appropriated with provisos, as attached hereto and as stated in the County Operating and Capital Budgets for the fiscal year beginning July 1, 2023, and ending June 30, 2024, the following sums of money in the amounts and for the purposes set forth as follows:

<u>EXPENDITURES</u>	<u>AMOUNT</u>
GENERAL GOVERNMENT	
COUNTY COUNCIL	\$ 439,064
LEGALS	184,249
COUNTY ADMINISTRATOR	1,174,288
INFORMATION TECHNOLOGY	507,655
TREASURER	526,259

AUDITOR	452,335
ASSESSOR	753,849
TAX REVIEW AND APPEALS BOARD	5,400
DELINQUENT TAX	167,848
PLANNING AND ZONING	404,458
BUILDING	344,382
GIS	161,148
REGISTRATION AND ELECTION	290,040
COUNTY DUES AND MEMBERSHIPS	33,951
NON-DEPARTMENT - MISCELLANEOUS	1,660,881
FLEET SERVICES	568,700
ECONOMIC DEVELOPMENT	426,894
AIRPORT	10,000
CONTINGENCY	381,028
SPECIAL EVENTS - CITY OF NEWBERRY	1,500
TOTAL GENERAL GOVERNMENT	<u>\$ 8,493,929</u>

JUDICIAL

CLERK OF COURT	\$ 610,215
FAMILY COURT	222,241
CIVIL AND CRIMINAL COURT	65,600
OFFICE OF SOLICITOR	121,867
PROBATE COURT	346,548
PROBATION PARDON AND PAROLE BOARD	1,050
CENTRAL COURT	629,910
PUBLIC DEFENDER	101,839
TOTAL JUDICIAL	<u>\$ 2,099,270</u>

PUBLIC WORKS

PUBLIC WORKS	\$ 1,730,546
FOX BRIAR - SPECIAL TAX DISTRICT	4,500
GLADE SPRINGS ROAD - SPECIAL TAX DISTRICT	1,500
J. B. FULMER COURT - SPECIAL TAX DISTRICT	2,000
COLLECTIONS	1,065,251
TRANSFER STATION	3,278,660
TOTAL PUBLIC WORKS	<u>\$ 6,082,457</u>

PUBLIC SAFETY

SHERIFF	\$	4,856,777
SCHOOL DISTRICT OF NEWB - SALARY-SRO		416,840
SCHOOL RESOURCE OFFICERS - STATE		347,808
COMMUNICATIONS		1,490,234
CORONER		315,007
EMERGENCY SERVICES		389,822
CORRECTIONS		2,591,531
RESCUE SQUAD		359,015
HAZARDOUS MATERIALS (HAZ-MAT)		17,680
LAKE MURRAY PUBLIC SAFETY COMPLEX		11,600
INDIAN CREEK COMPLEX		21,000
EMERGENCY SERVICES TRAINING GROUNDS		19,300
RURAL FIRE CONTROL		923,314
EMS SERVICE		177,010
SILVERSTREET EMS		3,000
AMBULANCE SERVICE - NCMH		1,287,478
TOTAL PUBLIC SAFETY	\$	13,227,416

SOCIAL AND HEALTH

HEALTH DEPARTMENT	\$	2,550
ANIMAL CONTROL		501,904
DEPARTMENT OF SOCIAL SERVICES		76,600
VETERANS' AFFAIRS		199,779
RECREATION		280,736
MAYBINTON BALLFIELD		1,250
COUNCIL ON AGING		60,000
MENTAL HEALTH		12,750
SISTERCARE		2,295
PATHWAY TO HEALING		4,250
NEWBERRY FREE MEDICAL CLINIC		5,000
NEWBERRY COUNTY LITERACY		7,000
OUTSIDE AGENCY - TELEPHONE		1,500
CLEMSON EXTENSION		28,500
NEWBERRY OPERA HOUSE		25,000

NEWBERRY MUSEUM		50,000
SOIL AND WATER CONSERVATION		108,612
SMALL BUSINESS DEVELOPMENT CENTER		5,000
MEDICALLY INDIGENT	\$	66,447
TOTAL SOCIAL AND HEALTH	\$	1,439,173

INTERNAL SERVICES

FACILITIES MANAGEMENT	\$	1,552,386
COMMUNITY HALL		16,000
VILLAGE CEMETERY		2,000
HELENA COMMUNITY CENTER		<u>6,200</u>
TOTAL INTERNAL SERVICES	\$	1,576,586
TOTAL GENERAL FUND EXPENDITURES	\$	32,907,171

REVENUES

AMOUNT

PROPERTY TAXES

CURRENT REAL ESTATE TAXES	\$	16,218,399
VEHICLE TAXES		2,281,008
WATERCRAFT TAXES		388,540
HOMESTEAD EXEMPTION		964,147
MANUFACTURERS REIMBURSEMENT		400,000
DELINQUENT REAL ESTATE TAXES		550,411
MERCHANTS INVENTORY		86,536
FEE IN LIEU OF TAXES (PILOT)		1,450,000
MOTOR CARRIER IN LIEU		<u>264,474</u>
TOTAL PROPERTY TAX	\$	22,603,515

LICENSES AND PERMITS

FRANCHISE FEES	\$	24,000
BUILDING INSPECTION - FEES/PERMITS		525,000
ZONING - FEES/PERMITS		<u>78,000</u>
TOTAL LICENSES AND PERMITS	\$	627,000

INTERGOVERNMENTAL

LOCAL GOVERNMENT FUND	\$	1,683,872
RURAL STABILIZATION FUND		392,690
ACCOMMODATIONS TAX		28,200
VETERANS AFFAIRS		4,448
SALARY SUPPLEMENT (ELECTED OFFICIALS)		60,000
NATIONAL FORESTRY FUNDS		130,000
VC SUMMER/SC EMERGENCY MANAGEMENT GRANT		179,938
TRIBAL FUNDS		376,804
ARPA FUNDS		561,847
CHILD FATALITY FUNDS	\$	<u>34,783</u>
TOTAL INTERGOVERNMENTAL	\$	3,452,582

CHARGE FOR SERVICES

CLERK OF COURT - TITLE IV-D	\$	102,467
DELINQUENT TAX COST		101,988
SCHOOL DISTRICT OF NEWB - SALARY-SRO		426,271
SCHOOL RESOURCE OFFICERS - STATE		347,808
SHERIFF - FEES		2,347
SALE OF PIPE		3,000
ANIMAL CONTROL - OTHER		4,600
ANIMAL CONTROL - ADOPTIONS		20,000
ANIMAL CONTROL - SPAY-NEUTER PROJECT		17,000
SOLID WASTE - TIPPING FEES		<u>2,421,135</u>
TOTAL CHARGE FOR SERVICES	\$	3,446,616

FINES

CENTRAL COURT - FEES AND FINES	\$	400,000
PROBATE JUDGE - FEES		120,000
CLERK OF COURT - CONVEYANCE FEES		222,975
CLERK OF COURT - FEES AND FINES		<u>133,462</u>
TOTAL FINES	\$	876,437

INTEREST

INTEREST	\$	<u>400,000</u>
TOTAL INTEREST	\$	400,000

MISCELLANEOUS

RETURNED CHECK CHARGES	\$	300
WESTVIEW - PHONE REIMBURSEMENT		1,500
SOLICITOR'S BAD CHECK PROGRAM		-
DEPT OF JUVENILE JUSTICE - PHONE REIMBURSEMENT		1,000
DELINQUENT TAX SALE PROCEEDS		1,125
OTHER		78,139
TREASURER'S DECAL		33,300
UTILITIES/RENT ONE STOP		12,000
REGISTRATION AND ELECTION		47,000
COUNTY SURPLUS SALE		15,000
RECYCLING REVENUE		50,000
SOLID WASTE - TIRES		36,000
SHERIFF - OTHER		3,500
SHERIFF - FORESTRY		6,600
LAW ENFORCEMENT SERVICES - REIMBURSEMENT		73,916
ASSESSORS - COPIES		68
ASSESSORS - COPIES		68
ASSESSORS - GIS		1,500
CORONER - OTHER		4,000
MOBILE HOME LICENSES		1,105
CLERK OF COURT - COPIES		35,500
PROBATE - COPIES		3,000
SPECIAL LICENSE PLATES		7,688
SOIL AND WATER CONSERVATION		58,612
FORFEITED LAND COMMISSION		750
COMMERCIAL YARD CLEARING DEBRI		1,990
FOX BRIAR - SPECIAL TAX DISTRICT		5,100
GLADE SPRINGS - SPECIAL TAX DISTRICT		4,000
JB FULMER COURT - SPECIAL TAX DISTRICT		2,000
TOTAL MISCELLANEOUS	\$	484,693

USE OF FUND BALANCE

FUND BALANCE	\$	1,016,328
TOTAL USE OF FUND BALANCE	\$	1,016,328

TOTAL GENERAL FUND REVENUES \$ 32,907,171

SECTION III. CAPITAL PURCHASES - APPROVED FY 22-23

There is hereby appropriated for the fiscal year beginning July 1, 2023, and ending June 30, 2024, the following sums of money in the amounts and for the purposes set forth as follows:

CAPITAL PURCHASES

<u>REVENUES</u>	<u>AMOUNT</u>
FUND BALANCE	\$ 345,403
TOTAL	\$ 345,403
<u>EXPENDITURES</u>	<u>AMOUNT</u>
EMERGENCY PREPAREDNESS - GENERATORS	\$ 140,000
COMMUNICATIONS - RADIO UPGRADE	87,444
RESCUE - ULTRASOUND MACHINES	44,187
PUBLIC WORKS - MINI-EXCAVATOR	<u>73,772</u>
TOTAL	\$ 345,403

SECTION IV: CAPITAL PROJECT

There is hereby appropriated for the fiscal year beginning July 1, 2023, and ending June 30, 2024, the following sums of money in the amounts and for the purposes set forth as follows:

ANIMAL CONTROL - STORAGE

<u>REVENUES</u>	<u>AMOUNT</u>
BONDED INDEBTEDNESS (funds on hand)	\$ 7,644
TOTAL REVENUES	\$ 7,644
<u>EXPENDITURES</u>	<u>AMOUNT</u>
CONSTRUCTION	\$ 7,644
TOTAL EXPENDITURES	\$ 7,644

CAPITAL PROJECTS - EQUIPMENT BRUSH TRUCK - WHITMIRE

<u>REVENUES</u>	<u>AMOUNT</u>
LEASE PURCHASE (proceeds on hand)	\$ 100,000
BONDED INDEBTEDNESS (funds on hand - 5-16-2020)	23,002
FUND BALANCE (unspent from prior year- FY 21-22)	21,900
FUND BALANCE - (FY23-24)	<u>11,637</u>
TOTAL REVENUES	\$ 156,539

EXPENDITURES**AMOUNT**

BRUSH TRUCK - WHITMIRE	\$ <u>156,539</u>
TOTAL EXPENDITURES	\$ 156,539

MCCP III - FUTURE LAND ACQUISITIONS**REVENUES****AMOUNT**

FUND BALANCE (unspent from prior year)	\$ <u>70,000</u>
TOTAL REVENUES	\$ 70,000

EXPENDITURES**AMOUNT**

LAND PURCHASE OPTION CONTRACTS (Parcels to be determined)	\$ <u>70,000</u>
TOTAL EXPENDITURES	\$ 70,000

NEWBERRY SOUTH INDUSTRIAL - SC 34 BYPASS/DIXIE DRIVE**REVENUES****AMOUNT**

FUND BALANCE	\$ <u>11,000</u>
TOTAL REVENUES	\$ 11,000

EXPENDITURES**AMOUNT**

PURCHASE OPTIONS	\$ <u>11,000</u>
TOTAL EXPENDITURES	\$ 11,000

PROSPERITY RESCUE SQUAD - ROOF REPLACEMENT**REVENUES****AMOUNT**

BONDED INDEBTEDNESS (funds on hand)	\$ <u>35,000</u>
TOTAL REVENUES	\$ 35,000

EXPENDITURES**AMOUNT**

CONSTRUCTION	\$ <u>35,000</u>
TOTAL EXPENDITURES	\$ 35,000

CAPITAL PROJECT SALES TAX PROJECTS (2016)

CONSOLIDATED NO 5 - WATER SUPPLY

<u>REVENUES</u>	<u>AMOUNT</u>
CAPITAL PROJECT SALES TAX (from referendum)	\$ 79,612
ADDITIONAL CPST (needed to complete project)	<u>711,067</u>
TOTAL REVENUES	\$ 790,666

<u>EXPENDITURES</u>	<u>AMOUNT</u>
CONSTRUCTION	\$ <u>790,666</u>
TOTAL EXPENDITURES	\$ 790,666

TOWN OF WHITMIRE - TOWN HALL/POLICE REMODEL

<u>REVENUES</u>	<u>AMOUNT</u>
CAPITAL PROJECT SALES TAX (from referendum)	\$ 112,886
ADDITIONAL CPST (needed to complete project)	<u>155,000</u>
TOTAL REVENUES	\$ 267,886

<u>EXPENDITURES</u>	<u>AMOUNT</u>
CONSTRUCTION	\$ <u>267,886</u>
TOTAL EXPENDITURES	\$ 267,886

CAPITAL PROJECT SALES TAX PROJECTS (2022)

NEWBERRY COUNTY PUBLIC SAFETY COMPLEX

<u>REVENUES</u>	<u>AMOUNT</u>
CAPITAL PROJECT SALES TAX	<u>\$ 7,750,000</u>
TOTAL REVENUES	\$ 7,750,000

<u>EXPENDITURES</u>	<u>AMOUNT</u>
CONSTRUCTION	\$ <u>7,750,000</u>
TOTAL EXPENDITURES	\$ 7,750,000

CITY OF NEWBERRY RECREATION COMPLEX

<u>REVENUES</u>	<u>AMOUNT</u>
CAPITAL PROJECT SALES TAX	\$ 3,295,000
TOTAL REVENUES	\$ 3,295,000

<u>EXPENDITURES</u>	<u>AMOUNT</u>
CONSTRUCTION	\$ 3,295,000
TOTAL EXPENDITURES	\$ 3,295,000

**NEWBERRY COUNTY WATER AND SEWER AUTHORITY
(CANNON'S CREEK WASTEWATER TREATMENT PLANT)**

<u>REVENUES</u>	<u>AMOUNT</u>
CAPITAL PROJECT SALES TAX	\$ 5,154,560
TOTAL REVENUES	\$ 5,154,560

<u>EXPENDITURES</u>	<u>AMOUNT</u>
CONSTRUCTION	\$ 5,154,560
TOTAL EXPENDITURES	\$ 5,154,560

GALLMAN PLACE - PHASE 1

<u>REVENUES</u>	<u>AMOUNT</u>
CAPITAL PROJECT SALES TAX	\$ 1,450,000
TOTAL REVENUES	\$ 1,450,000

<u>EXPENDITURES</u>	<u>AMOUNT</u>
CONSTRUCTION	\$ 1,450,000
TOTAL EXPENDITURES	\$ 1,450,000

IT/NETWORK/SECURITY IMPROVEMENTS - COURTHOUSE

<u>REVENUES</u>	<u>AMOUNT</u>
CAPITAL PROJECT SALES TAX	\$ 295,000
TOTAL REVENUES	\$ 295,000

<u>EXPENDITURES</u>	<u>AMOUNT</u>
CONSTRUCTION	\$ 295,000
TOTAL EXPENDITURES	\$ 295,000

**NEWBERRY MUSEUM
ROOF REPLACEMENT/HVAC IMPROVEMENTS**

<u>REVENUES</u>	<u>AMOUNT</u>
CAPITAL PROJECT SALES TAX	\$ <u>815,000</u>
TOTAL REVENUES	\$ 815,000

<u>EXPENDITURES</u>	<u>AMOUNT</u>
CONSTRUCTION	\$ <u>815,000</u>
TOTAL EXPENDITURES	\$ 815,000

TOWN OF POMARIA – OLD POMARIA SCHOOL

<u>REVENUES</u>	<u>AMOUNT</u>
CAPITAL PROJECT SALES TAX	\$ <u>671,745</u>
TOTAL REVENUES	\$ 671,745

<u>EXPENDITURES</u>	<u>AMOUNT</u>
CONSTRUCTION	\$ <u>671,745</u>
TOTAL EXPENDITURES	\$ 671,745

TOWN OF WHITMIRE CITY GYM

<u>REVENUES</u>	<u>AMOUNT</u>
CAPITAL PROJECT SALES TAX	\$ <u>800,000</u>
TOTAL REVENUES	\$ 800,000

<u>EXPENDITURES</u>	<u>AMOUNT</u>
CONSTRUCTION	\$ <u>800,000</u>
TOTAL EXPENDITURES	\$ 800,000

TOWN OF PROSPERITY – PARKS' IMPROVEMENTS

<u>REVENUES</u>	<u>AMOUNT</u>
CAPITAL PROJECT SALES TAX	\$ <u>3,150,000</u>
TOTAL REVENUES	\$ 3,150,000

EXPENDITURES

AMOUNT

CONSTRUCTION	\$ <u>3,150,000</u>
TOTAL EXPENDITURES	\$ 3,150,000

NEWBERRY COUNTY DETENTION CENTER

REVENUES

AMOUNT

CAPITAL PROJECT SALES TAX	\$ <u>8,000,000</u>
TOTAL REVENUES	\$ 8,000,000

EXPENDITURES

AMOUNT

CONSTRUCTION	\$ <u>8,000,000</u>
TOTAL EXPENDITURES	\$ 8,000,000

TOWN OF LITTLE MOUNTAIN REUNION PARK IMPROVEMENTS

REVENUES

AMOUNT

CAPITAL PROJECT SALES TAX	\$ <u>2,015,825</u>
TOTAL REVENUES	\$ 2,015,825

EXPENDITURES

AMOUNT

CONSTRUCTION	\$ <u>2,015,825</u>
TOTAL EXPENDITURES	\$ 2,015,825

NEWBERRY DOWNTOWN AMPHITHEATER

REVENUES

AMOUNT

CAPITAL PROJECT SALES TAX	\$ <u>3,460,000</u>
TOTAL REVENUES	\$ 3,460,000

EXPENDITURES

AMOUNT

CONSTRUCTION	\$ <u>3,460,000</u>
TOTAL EXPENDITURES	\$ 3,460,000

SECTION V: NEWBERRY COUNTY AIRPORT ENTERPRISE FUND

There is hereby appropriated for the fiscal year beginning July 1, 2023, and ending June 30, 2024, the following sums of money in the amounts and for the purposes set forth as follows:

NEWBERRY COUNTY AIRPORT ENTERPRISE FUND

<u>REVENUES</u>	<u>AMOUNT</u>
AIRPORT HANGAR RENTAL	\$ 21,775
SALES OF AVIATION FUEL	60,500
FUND BALANCE	<u>47,785</u>
TOTAL REVENUES	\$ 130,060
<u>EXPENDITURES</u>	<u>AMOUNT</u>
OPERATING	\$ <u>130,060</u>
TOTAL EXPENDITURES	\$ 130,060

SECTION VII. STATE ACCOMMODATIONS TAX REVENUES AND APPROPRIATIONS

There is hereby appropriated for the fiscal year beginning July 1, 2023, and ending June 30, 2024, the following sums of money in the amounts as may be received by Newberry County and for the purposes set forth as follows. This is a special fund that comes from taxes collected by the State only on hotel rooms, motel rooms and campground lease spaces:

ACCOMMODATIONS

<u>REVENUES</u>	<u>AMOUNT</u>
STATE ACCOMMODATIONS TAX	\$ <u>85,000</u>
TOTAL REVENUES	\$ 85,000
<u>EXPENDITURES</u>	<u>AMOUNT</u>
EXPENDITURES AS PER BUDGET PROVISOS AND SECTION 6-4-20 OF THE CODE OF LAWS OF SC. AS AMENDED, 1976	\$ <u>85,000</u>
TOTAL EXPENDITURES	\$ 85,000

SECTION VIII. DEBT SERVICE REVENUE AND APPROPRIATIONS

There is hereby appropriated for the fiscal year beginning July 1, 2023, and ending June 30, 2024, the following sums of money for payment on the general obligation bonds and notes of Newberry County. General Obligation Bonds are paid from property taxes.

DEBT SERVICE

<u>REVENUES</u>	<u>AMOUNT</u>
DEBT SERVICE REVENUES	\$ 839,690
ARPA	<u>385,364</u>
TOTAL REVENUES	\$1,225,054

<u>EXPENDITURES</u>	<u>AMOUNT</u>
2018 C GO BOND	\$ 92,393
2020 A GO BOND	198,915
2020 B GO BOND	83,746
LEASE PURCHASE PAYMENT	<u>\$ 850,000</u>
TOTAL EXPENDITURES	\$ 1,225,054

SECTION IV. EMERGENCY TELEPHONE SYSTEM

There is hereby appropriated with provisos, if any, as attached to and incorporated into this Ordinance and stated in the Budget Book for the fiscal year beginning July 1, 2023, and ending June 30, 2024, the following sums of money in the amounts and for the purposes set forth as follows. This is a tariff fund collected by telephone companies through phone bill charges.

EMERGENCY TELEPHONE SYSTEM

<u>REVENUES</u>	<u>AMOUNT</u>
ANTICIPATED SERVICE CHARGES	\$ <u>327,671</u>
TOTAL REVENUES	\$ 327,671

<u>EXPENDITURES</u>	<u>AMOUNT</u>
PERSONNEL	\$ 117,971
OPERATING	<u>209,700</u>
TOTAL EXPENDITURES	\$ 327,671

SECTION X. GRANTS AND SPECIAL SOURCE REVENUES

There is hereby appropriated with provisos, if any, as attached to and incorporated into this Ordinance and stated in the County Operating and Capital Budgets for the fiscal year beginning July 1, 2023, and ending June 30, 2024, the following sums of money, derived from grants and special source revenues, in the amounts and for the purposes set forth as follows:

GRANTS AND SPECIAL SOURCE REVENUE

<u>REVENUES</u>	<u>AMOUNT</u>
VICTIMS ADVOCATE	\$ 78,942
EMS GRANT	24,000
CTC – NEWBERRY COUNTY TRANSPORTATION COMMITTEE	600,000
RECYCLING	31,815
VC SUMMER PREPAREDNESS	31,500
LEMPG	35,000
SEX OFFENDERS' REGISTRY PROGRAM	<u>7,000</u>
TOTAL REVENUES	\$ 808,257

<u>EXPENDITURES</u>	<u>AMOUNT</u>
VICTIMS ADVOCATE	\$ 78,942
EMS GRANT	24,000
CTC – NEWBERRY COUNTY TRANSPORTATION COMMITTEE	600,000
RECYCLING	31,815
VC SUMMER PREPAREDNESS	31,500
LEMPG	35,000
SEX OFFENDERS' REGISTRY PROGRAM	<u>\$ 7,000</u>
TOTAL EXPENDITURES	\$ 808,257

SECTION XI. JAIL USER FEE FUND

Pursuant to Ordinance No. 05-27-03, an Ordinance Establishing User Fees for Persons Detained at The Newberry County Jail, there is hereby appropriated for the fiscal year beginning July 1, 2023, and ending June 30, 2024, the following sums of money in the amounts as may be received by Newberry County and for the purpose set forth as follows. This is a special fund that comes from the inmate commissary service and a fee assessed to any person being booked into the Newberry County Jail:

JAIL USER FEE FUND

<u>REVENUES</u>	<u>AMOUNT</u>
USER FEES COLLECTED	\$ 50,000
TOTAL REVENUES	\$ 50,000

<u>EXPENDITURES</u>	<u>AMOUNT</u>
USER FEE EXPENSES	<u>\$ 50,000</u>
TOTAL EXPENDITURES	\$ 50,000

SECTION XII. RENTAL FACILITIES/SPECIAL REVENUE FUND

Council establishes by Ordinance fees for those persons/organizations renting County facilities. There is hereby appropriated for the fiscal year beginning July 1, 2023, and ending June 30, 2024, the following sums of money in the amounts as may be received by Newberry County and for the purpose set forth as follows. The following property will be treated as special revenue funds that come from the following sources:

HELENA COMMUNITY CENTER

<u>REVENUES</u>	<u>AMOUNT</u>
USER FEES	\$ 6,200
TOTAL REVENUES	\$ 6,200
<u>EXPENDITURES</u>	<u>AMOUNT</u>
UTILITIES	\$ 5,000
CONTRACTED MAINTENANCE	1,200
TOTAL EXPENDITURES	\$ 6,200

COMMUNITY HALL

<u>REVENUES</u>	<u>AMOUNT</u>
USER FEES	\$ 10,000
FUND BALANCE	6,000
TOTAL REVENUES	\$ 16,000
<u>EXPENDITURES</u>	<u>AMOUNT</u>
UTILITIES	\$ 10,000
CONTRACTED MAINTENANCE	6,000
TOTAL EXPENDITURES	\$ 16,000

SECTION XIII : AMERICAN RECOVERY PLAN ACT/TRIBAL FUNDS

<u>REVENUES</u>	<u>AMOUNT</u>
ARPA	\$2,217,131
TRIBAL FUNDS	376,804
TOTAL REVENUES	\$2,593,935

EXPENDITURES

AMOUNT

EMERGENCY SERVICES - EQUIPMENT	\$ 725,000
BROADBAND	475,500
EMS AMBULANCE APPROVED C/C 1-4-2023	21,320
RESCUE AMBULANCE APPROVED C/C 1-4-2023	48,100
FUNDS APPROVED FY 23-24 - OPERATING GENERAL FUND	561,847
TRIBAL FUNDS APPROVED FY23-24	376,804
USE OF FUND BALANCE DEBT SERVICE	<u>385,364</u>
TOTAL EXPENDITURES	\$2,593,935

*UNCOMMITTED ARPA BALANCE \$3,898,089

SECTION XIV. SETTING OF A MILLAGE RATE

The Newberry County Council shall fix by Resolution a tax millage rate sufficient to support the appropriations and levies herein made and shall advise the Auditor who shall set said millage as advised by the County Council, and the Auditor, pursuant to Section 4-15-150 of the S.C. Code of Laws, 1976, as amended, shall also set the millage rate necessary to raise the levy for debt service on bonded indebtedness. To the extent required by Section 6-1-320 of the S.C. Code of Laws, 1976, as amended, any millage rate set above that for the previous fiscal year, which shall be in excess of the increase of average of the twelve monthly consumer price indexes for the most recent twelve month period consisting of January through December of the preceding calendar year plus the percentage increase in the previous year in the population of the County as determined by the Revenue and Fiscal Affairs Office, shall only be imposed by a two thirds vote of the membership of Newberry County Council and only for one or more of those five purposes specified in Section 6-1-320 (B) of the S.C. Code of Laws, 1976, as amended, to wit: (1) the deficiency of the preceding year; (2) any catastrophic event outside the control of the governing body such as a natural disaster, severe weather event, act of God, or act of terrorism, fire, war, or riot; (3) compliance with a court order or decree; (4) taxpayer closure due to circumstances outside the control of the governing body that decreases by ten percent or more the amount of revenue payable to the taxing jurisdiction in the preceding year; or (5) compliance with a regulation promulgated or statute enacted by the federal or state government after the ratification date of the amendments to Section 6-1-320 set forth in 2006 Act No. 388, Pt II, § 2.A., for which an appropriation or a method for obtaining an appropriation is not provided by the federal or state government. Any such tax imposed for such purpose must be listed on the tax statement as a separate surcharge, with an explanation of the reason for each separate surcharge.

Reserve Fund Maintenance and Reserve Fund Levels

In accordance with Code Section 6-1-320 (D) of the South Carolina Code of Laws 1976, as amended, Newberry County Council directs the County Auditor to levy a separate Reserve Fund Maintenance Millage for purposes of ensuring the County's ability to maintain sufficient financial reserves to meet unforeseen budgetary needs of the County, and to ensure the timely expenditure of budgeted appropriations. Such millage shall be levied subsequent to the adoption of this and all future annual operating budgets, together with any amendments thereto, with such levy producing the funding necessary, as specifically budgeted, to maintain the Reserve Fund. For any year(s) in which County Council does not specifically budget revenue needs for this purpose, the millage levy

shall nonetheless be nominally printed on the tax bills as a "Reserve Fund" levy, expressing the need for no ad valorem taxation (0.00 mills) for this purpose. It is the policy of Newberry County that the unrestricted, undesignated fund balance shall not be less than four (4) month's operating cost, as calculated using the current year general operating budget.

SECTION XV. TRANSFERRING OF FUNDS

The County Administrator may, if he deems it in the best interest of the County, and within the appropriations provided by this ordinance, transfer funds or any portion thereof from any fund, department, activity, or purpose to another fund, department, activity, or purpose. Neither the Administrator, nor any Department Head, may establish or fund any additional position (s) without the knowledge and consent of the County Council.

SECTION XVI. BUDGET PROVISOS

The Budget Provisos attached hereto are incorporated herein by reference and shall be published in the County Operating and Capital Budgets for the Fiscal Year 2023-2024. Unless otherwise directed by this Ordinance, these Provisos shall govern the expenditures made by the County and the conduct of those recipients of such funds with regard to the matters mentioned therein.

SECTION XVII. TAX ANTICIPATION BORROWING

In the event that County Council determines that it is necessary to borrow money in order to meet the operational cash flow needs of the County for this fiscal year until sufficient tax revenues have been collected, the County, as authorized by subsequent Resolution or Resolutions of Newberry County Council, may borrow sufficient funds to meet such operational cash flow needs, by executing one or more tax anticipation notes, in a total amount outstanding not to exceed Four Million (\$4,000,000) Dollars, said sums to be repaid on such terms as County Council may negotiate from tax collections for the Fiscal Year 2023-2024, with all amounts borrowed to be repaid prior to the end of such fiscal year.

SECTION XVIII. SEVERABILITY

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid, it shall not affect the validity of the remainder of this Ordinance or of the remaining phrases, clauses, sentences, paragraphs, appropriations, or sections not affected by such invalidity.

SECTION XIX. EFFECTIVE DATE

This Ordinance shall become effective when adopted and shall govern the revenues and expenditures for the Fiscal Year 2023-24, which commences on July 1, 2023, including the disposition of funds carried forward from the prior fiscal year, unless otherwise encumbered.

AND IT IS SO ORDAINED by Newberry County Council this 7th day June of 2023, in meeting duly assembled at Newberry, South Carolina.

(SEAL)

NEWBERRY COUNTY COUNCIL

**By: _____
Todd Johnson, Chairman**

Attest:

Susan C. Fellers, Clerk to Council

**FIRST READING: May 3, 2023
SECOND READING: May 17, 2023
PUBLIC HEARING: June 7, 2023
THIRD READING: June 7, 2023**

Reviewed and approved as to form:

Joanie Winters, Interim County Attorney

DRAFT

NEWBERRY COUNTY ~~FY22-23~~ FY 23-24

Fees Charged by County Departments

***Basic cost for copies Countywide \$.35per page.**

ANIMAL CONTROL

Adoptions – Cats & Kittens	\$ 75.00
Dogs & Puppies	\$ 100.00
Redemptions	\$25.00 for first day, \$10.00 each additional day per animal \$20.00 Microchip Fee
DHEC Quarantine Fee	\$100.00 for 10 days
Low Cost Pet Sterilization	\$ 30.00

BUILDING DEPARTMENT

\$1,000 or less	\$50.00
\$1,001 to \$5,000	\$50.00 for the first \$1,000, plus \$10.00 for each additional \$1,000 or fraction thereof
\$5,001 to \$50,000	\$50.00 for the first \$5,000, plus \$10.00 for each additional \$1,000 or fraction thereof
\$50,001 to \$100,000	\$270.00 for the first \$50,000, plus \$5.00 for each additional \$1,000 or fraction thereof
\$100,001 to \$500,000	\$470.00 for the first \$100,000, plus \$5.00 for each additional \$1,000 or fraction thereof
\$500,001 and up	\$1,670.00 for the first \$500,000, plus \$5.00 for each additional \$1,000 or fraction thereof

Building permit fees are based on building valuation data as published by the ICC (International Code Council) and will be calculated by staff at the time of permit issuance

Re-inspection Fee \$75.00 for first re-inspection; doubles each inspection thereafter

Plan Review Fee ¼ the cost the permit fee for Residential/ ½ for Commerical

MANUFACTURED HOME FEES

Single Wide Manufactured Home Fee	\$ 100.00
Double Wide Manufactured Home Fee	\$ 200.00
Manufactured Home Moving Fee	\$ 100.00
Manufactured Home Decal	\$ 5.00

FLOOD MANAGEMENT

Flood Permit Fee \$75.00

PLANNING AND ZONING

New Sign \$ 200.00
Re-facing Fee \$ 75.00
Tower Permit Fee \$ 500.00
Co-Location Tower Permit Fee \$ 200.00
Zoning Permit Fee \$ 75.00
Demo Fee \$ 50.00
Re-inspection Fee \$ 75.00
Zoning Map Amendment/
Rezoning Request \$ 200.00 per acre 1st acre, \$200.00 for 2nd acre
\$ 25 per acre thereafter

Manufactured Home Park/
Application Fee \$ 200.00 plus \$20 per lot
Variance Request \$ 150.00
Notice of Appeal \$ 200.00
Special Exception Request \$ 200.00

LAND DEVELOPMENT (Subdivision)

Application Fee \$100.00 plus \$20.00/lot or dwelling unit up to 4
Traditional Subdivision \$ 5.00 per lot above 4 lots
Residential Group Developments: \$300.00 plus \$20.00/lot for more than 4 units or lots

Traditional Subdivision and Residential Group Developments:
1-5 Lots/Units \$100 application fee plus \$20 per lot/unit
More than 5 Lots/Units \$300.00 application fee plus \$20 per lot/unit

Plat Revisions \$ 25.00

Commercial or Industrial Group Developments:
\$500 application fees plus \$0.01 per sq. ft of building space

Gross Square footage
1-5 buildings \$ 25.00 per building
Above 5 buildings \$ 125.00 plus \$10.00 per building above 5

(Fees set by ordinances. Subject to change with amendments to ordinances.)

STORMWATER MANAGEMENT

Level I Permit \$120.00 per acre of disturbed land
Level II Permit \$150.00 per acre of disturbed land
Level III Permit \$200.00 per acre of disturbed land
Plan Review Fee half cost of Level 1-111 permit
Concentrated Animal Feeding

Operation (CAFO) Permit Fee \$200.00 per acre of disturbed land to maximum of \$3,000.00 per permit

CLERK OF COURT

Circuit Court filing fees are set by statute.
Family Court filing fees are set by statute.
Real Estate document filing fees are set by statute.
Circuit and Family Court fines imposed by Judges.
Family Court cost for child support are set by statute.
Copies \$.35 per page *
License online search \$ 5.00 a day
\$ 30.00 a month

DELINQUENT TAX COLLECTOR

Fees set by statute.

DETENTION CENTER

Medical Co-Pay for inmates, except for indigents \$ 5.00

SHERIFF

Incident Report \$ 5.00
Except for victims, who are entitled to a free report

Sex Offender Registration \$150.00
(\$75.00 to SLED and \$75.00 to County) with no charge for indigents

Criminal Record Check \$ 15.00

Fingerprints \$ 5.00
(except for arrestees and teachers, who are free)

Service of Summons and Complaints \$ 15.00

Service of Subpoenas \$ 10.00

Service of Judgment \$ 25.00

Service of Executions \$ 25.00

PROBATE JUDGE

Copies \$.35 per page *

Other fees charged according to state statute.

PUBLIC WORKS

Driveways

Newberry County will install one driveway per lot on County maintained roads free of charge with the following limitations:
24 foot width.

Apron installed to match roadway (crusher run or asphalt), only to limit of the Right of Way.

Any additional width of driveway or any additional driveways will be billed to the land owner at a rate of \$200.00 per 8 foot section of pipe.

MSW and C&D Trash ~~\$51.00~~ **\$63.00** per ton at Transfer Station
 Mega users ~~\$53.00~~ **\$65.00** per ton after the first 1000 tons in any one-year period
 City of Newberry FY 22-23 - 50% discount applicable for July 1, 2022 - June 30, 2023
\$10.00 Fuel Surcharge will be added per ton

Tires

~~\$125.00~~ **\$140.00** per ton (county residents may dispose of 4 tires per month at no charge)

Yard Debris

No charge for residential dumping of the individual's personal yard debris at the Transfer Station

\$25.00 per ton for commercial dumping of yard debris

TAX ASSESSOR

Copies	\$.35
B/W 8 1/2 X11 Property Cards	\$.35
Color Property cards/Information sheet 8 1/2 X 11	\$ 5.00
Color Maps 8 1/2 X 11	\$ 10.00
Tax Map Index Maps 24X24 Color	\$ 12.00
Tax Map without Aerial 24X34 Color	\$ 15.00
Tax Map with Aerial 24X34 Color	\$ 25.00
Custom Maps	\$ 50.00

Digital Data

Digital Orthos whole county	\$1,500.00
Digital Layers parcel w #s only	\$ 500.00
Digital parcel layer w owner attributes	\$ 750.00
Zoning	\$ 200.00
Digital other layers each	\$ 110.00
Tiles sold at various prices each	\$25.00-110.00
Tapes/disc must be supplied by customer	

TREASURER

Fees set by statute.
Decals - Vehicles

\$ 1.00

CORONER

Cremation Permits
Reports - Insurance Companies

\$25.00
\$60.00

BUDGET ORDINANCE PROVISOS

FOR FISCAL YEAR ~~2022-2023~~ **2023-2024**

RESCUE SERVICES

PROVIDED that seven (7) rescue squads shall be operated throughout the County and shall provide rescue services to all citizens in the County, under the supervision of the Board of Rescue Squads. These rescue squads may operate ambulances.

PROVIDED FURTHER that each rescue squad shall submit to the Emergency Services Coordinator on July 1 and January 1 of each fiscal year a complete list of its equipment, together with a statement of the values and condition of such equipment. All vehicles, regardless of value, must be listed, and the licensing and insurance status of each must be reported. If this list is not furnished on those dates, funds shall be withheld until this information is provided.

PROVIDED FURTHER that each rescue squad shall report to the Emergency Services Coordinator call data, as to their numbers of call responses, response times, transports made, dates and times of each service provided, and any other criteria necessary for Newberry County to evaluate the provision of rescue services.

PROVIDED FURTHER that each rescue squad shall submit to the Emergency Services Coordinator a roster of all members and the level of training attained by such members. This shall be provided on July 1 of each fiscal year and again on January 1 of each fiscal year, and any changes or updates throughout the year shall be reported in a timely manner.

PROVIDED FURTHER that the Emergency Services Coordinator shall submit annually to the County Administrator a budget request containing proposed rescue squad-related needs for vehicles, equipment, supplies, grant match funding, and construction.

PROVIDED FURTHER that the division of current-year appropriations for capital purchases among rescue squads will be recommended to County Council by the Board of Rescue Squads; Council will consider the Board's recommendations in making the final determination.

FIRE PROTECTION SERVICES

PROVIDED that eleven (11) rural fire departments shall be operated throughout the County under the supervision of the Board of Rural Fire Control and shall provide fire protection services to all citizens of Newberry County utilizing eleven (11) primary locations and any respective sub-stations that may have been established.

PROVIDED FURTHER that each volunteer fire department shall submit to the Emergency Services Coordinator on July 1 and January 1 of each fiscal year a list of all of its equipment, together with a statement of the values and condition of such equipment. All vehicles, regardless of value, must be listed, and the licensing and insurance status of each must be reported. If this list is not furnished on those dates, funds shall be withheld until this information is received.

PROVIDED FURTHER that the County of Newberry will share tax funds collected on a countywide basis with municipal fire departments, pursuant to Section 4-9-30 (5), SC Code of Laws 1976, as amended. The amounts distributed to the municipalities are based on the percentage of taxable basis in the County for the most current tax year, with appropriated proportions and amounts being calculated as follows for (FY22-23) ~~(FY23-24)~~ City of Newberry, ~~17.53%~~ **17.48%** ~~(\$116,240.22)~~ **(\$102,239.32)** ; Town of Prosperity, ~~1.96%~~ **1.87%** ~~(\$12,996.63)~~ **(\$10,937.50)**; Town of Whitmire, ~~1.56%~~ **1.17%** ~~\$10,344.25~~ **\$6,843.25**). This funding will be allocated to the municipalities quarterly, based upon the receipt of tax revenues.

PROVIDED FURTHER that each volunteer fire department shall submit to the Emergency Services Coordinator on July 1 and January 1 of each fiscal year a complete list of its equipment, together with a statement of the values and condition of such equipment. All vehicles, regardless of value, must be listed, and the licensing and insurance status of each must be reported. If this list is not furnished on those dates, funds shall be withheld until this information is provided.

PROVIDED FURTHER that each volunteer fire department shall submit to the Emergency Services Coordinator a roster of all members and the level of training attained by such members. This shall be provided on July 1 of each fiscal year and again on January 1 of each fiscal year, and any changes through the year shall be reported in a timely manner.

PROVIDED FURTHER, that each volunteer fire department shall report to the Emergency Services Coordinator call data as to their numbers of call responses, response times, dates and times of each service provided, and any other criteria necessary for Newberry County to evaluate the services provided to its citizens by the various departments.

EMERGENCY SERVICES – GENERAL

PROVIDED that the Emergency Services Coordinator shall be responsible for coordinating purchases of rescue squad and fire department related vehicles and equipment through the County's central purchasing system, whenever such purchases involve the use of County funding. By a recorded vote, duly assembled, County Council may waive this requirement.

PROVIDED FURTHER that all fire and rescue departments must provide the Newberry County Finance Director with required financial reporting information by January 15 and July 15 of each year. Such information will include statements for all bank and other financial accounts, including those for checking, savings, cash, investment, and certificates of deposit. Each department must also provide reports detailing cash and checks on hand, expenditure receipts, deposit receipts, receipts issued for donations, and all records related to the receipt and expenditure of grant funding/governmental appropriations.

PROVIDED FURTHER that the Emergency Services Coordinator will coordinate maintenance for all fire and rescue equipment and help verify that all vehicles have proper insurance.

PROVIDED FURTHER that when a new fire, rescue or EMS vehicle is purchased, the squad or department receiving the new vehicle must remove from service a vehicle of similar kind, unless otherwise authorized by the County Administrator, upon recommendation by Council's Public Safety and Courts Committee.

PROVIDED FURTHER that the Emergency Services Coordinator will ensure adherence by all fire and rescue departments to training requirements, as well as those requirements pertaining to occupational health and safety.

**APPROPRIATIONS TO COUNTY AND NON-COUNTY
COMMISSIONS, BOARDS AND AGENCIES**

PROVIDED that all agencies, commissions, and boards, whether directly appointed by County Council or not, which receive funds from Newberry County and/or in-kind benefits from the use/operation of County-owned property, shall submit a brief quarterly report demonstrating the entity's benefit to Newberry County. The County may require the use of designated forms for these reports, and for agency funding requests. Such entities must submit an audit report or certified financial statement to the County Administrator's office within six months following the end of the fiscal year. Where entities cannot provide an audit report or certified financial statement, their appropriations may be withheld, or paid directly to vendors selected through the County's central purchasing system.

PROVIDED that the Soil and Water Conservation District must give an update to the Finance Committee.

ACCOMMODATIONS TAX

PROVIDED that accommodations tax revenue shall be allocated as follows: the first \$25,000 shall be deposited into the General Fund and appropriated to the Newberry Opera House; five (5) percent of the balance shall also be deposited into the General Fund; thirty (30) percent of the remaining balance shall be allocated for Tourism Promotion; sixty-five (65) percent of the remaining balance shall be allocated for Tourism Related expenditures.

PROVIDED FURTHER that all these funds shall be kept in a separate fund account.

E911

PROVIDED that funds in this account shall be accounted for separately from any other fund and, as required by State statute, shall not be a part of the General Fund of the County. Unexpended funds are carried forward in a Reserve Fund to be used for E911 purposes as required by law.

DEBT SERVICE

PROVIDED that these funds shall be allocated to pay for the general debt service of the County's bonded indebtedness and other legal debts by the County Treasurer as certified by the County Auditor.

JAIL USER FEE

PROVIDED that this fee is generated from use of the inmate commissary and from a fee assessed to any person being booked into the Newberry County Detention Center.

PROVIDED FURTHER that these funds may be disbursed for special inmate needs, pursuant to state law and the County Ordinance imposing the Detention Center user Jail User Fee.

NON-DEPARTMENTAL

PROVIDED that the County Administrator may approve the use of funding appropriated for non-departmental purposes to meet capital, maintenance, or personnel needs.

GENERAL

PROVIDED that the County shall develop a mission-driven budget and implementation of same that would seek to provide services that are customer-driven, constantly looking for ways to cut cost and increase the quality of services.

PROVIDED FURTHER that monies are appropriated to departments by codes. A department head is hereby authorized to request a transfer of funds between objects of expenditures within their department, on a per-occurrence basis.

PROVIDED FURTHER that transfers pertaining to specific wages and salaries are permitted in accordance with the County's Classification and Compensation Plan.

PROVIDED FURTHER that incentive pay for performance/merit and/or job descriptions amended to include additional duties and responsibilities will be distributed as directed by County Council and within the guidelines of the County's Classification and Compensation Plan.

PROVIDED FURTHER that all line-item transfers within the FY 22-23 Operating and other budgets must be approved by the County Administrator or his designee.

PROVIDED FURTHER that, as information for Council's second monthly meeting each month, the Finance Director will provide a complete listing of all line-item transfers that have occurred in the preceding thirty (30) days.

PROVIDED FURTHER that actual miles traveled and submitted by County employees on the appropriate travel voucher shall be reimbursed at the same rate established by the Internal Revenue Service for federal employees.

PROVIDED FURTHER that, unless otherwise approved by Council, the per diem allowance for meals for County personnel traveling on official County business shall be fixed at the rate of \$50.00 per day (includes tips); per diem for individual meals may be allocated as follows: breakfast \$10.00, lunch \$15.00, dinner, \$25.00. Personnel staying for a period of 24 hours or more shall be paid on the per diem rate less any meals that may be provided as a part of the conference/meeting. Meeting/Conference agenda must be attached to reimbursement request. Receipts for meals must be provided upon request by County Administrator. Reference Newberry County Employee Handbook, "Travel and Subsistence Allowance."

PROVIDED FURTHER that allowable lodging costs for required overnight travel shall be determined by Council or by the County Administrator from time to time.

PROVIDED FURTHER that without the approval of the Administrator, no employee may draw advanced funds before travel, and any funds advanced must be strictly accounted for at the conclusion of the trip.

PROVIDED FURTHER that employees assigned cell phones and/or smart phones by Newberry County must reimburse the County for any charges above those included in monthly voice and data plans regarding personal usage.

PROVIDED FURTHER that all service charges, fees, fines, and other monies received by the County departments shall be deposited with the County Treasurer's Office on a daily basis.

PROVIDED FURTHER that the County Administrator is authorized to establish fees for the various departments and agencies for miscellaneous services and items such as copies, maps, books, etc. produced in response to requests under the Freedom of Information Act.

PROVIDED FURTHER that if the County is a partner in any contract requiring copies to be made for the completion of the contract there shall be no charge(s) levied from the department or elected official's office (in which the copies are made).

PROVIDED FURTHER that all boards and commissions shall submit to the County Administrator's Office annually reports indicating attendance by their respective memberships.

PROVIDED FURTHER that any agency funded in whole or in part by the County must submit a copy of that agency's annual audit to the Finance Director. All agencies funded by the County in amounts over \$10,000 must provide the County with an audit report performed by an independent external auditor. In the event, that an agency so funded does not have an external audit report, this requirement may be waived upon a letter of request to the County Council explaining the situation and detailing the cost of said audit in the relationship to the amount of County funds received.

PROVIDED FURTHER that Funds appropriated in any fiscal year but not requested or encumbered prior to the end of that fiscal year shall become part of the County's fund balances. Revenues received but not appropriated and expended will likewise become part of the County's fund balances.

PROVIDED FURTHER any unexpended special source revenue funds which are required by state or federal statute to be carried forward from fiscal year to fiscal year shall be considered as being carried forward, and the Finance Director and the County Treasurer are directed to make the necessary budget adjustments to reflect these matters.

Explanation:

PROVIDE FURTHER During the budget consideration process, capital projects are typically moving toward completion. However, this progress might not reflect progress estimates made early in the budget cycle. Prior to publication of the final budget, staff would assign more accurate revenue and expenditure numbers among the two budget years (~~FY 21-22 and FY 22-23~~) (FY 22-23 and FY 23-24) based on the most up-to-date invoice payments and outstanding contract amounts. This process would not change project budgets or ~~FY 22-23~~ FY 23-24 property tax revenue needs.

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

BUDGET ORDINANCE NO. 05-09-2023

AN ORDINANCE TO PROVIDE APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024, FOR NEWBERRY COUNTY LIBRARY, PIEDMONT TECHNICAL COLLEGE AND THE NEWBERRY AGENCY FOR DISABILITIES AND SPECIAL NEEDS; TO PROVIDE FOR THE LEVY OF TAXES ON ALL TAXABLE PERSONAL AND REAL ESTATE PROPERTIES IN NEWBERRY COUNTY FOR SAID PURPOSES; TO PROVIDE FOR THE EXPENDITURE OF SAID TAXES AND OTHER REVENUES RECEIVED BY THE COUNTY DURING SAID FISCAL YEAR FOR SAID PURPOSES.

Pursuant to Sections 4-9-140 and 4-9-39 of the South Carolina Code of Laws as amended, BE IT ENACTED by the County Council for Newberry County:

SECTION I. LEVYING OF A SUFFICIENT TAX

A tax of sufficient mills to pay the appropriations for Newberry County Library, Piedmont Technical College and the Newberry Agency for Disabilities and Special Needs in the County Budget, is hereby levied on the taxable property in Newberry County to pay these entities for the public and educational purposes as hereinafter set out and made for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

SECTION II. COMMUNITY SERVICES APPROPRIATIONS

There is hereby appropriated, with provisos, if any, as attached to and incorporated into this Ordinance, and also stated in the County Operating and Capital Budgets for the fiscal year beginning July 1, 2023, and ending June 30, 2024, the following sums of money in the amounts and for the purposes set forth as follows:

COMMUNITY SERVICES APPROPRIATIONS

<u>REVENUE</u>	<u>AMOUNT</u>
PROPERTY TAXES	\$ 1,136,051
TOTAL COMMUNITY SERVICES REVENUE	\$ 1,136,051
<u>EXPENDITURES</u>	<u>AMOUNT</u>
PIEDMONT TECHNICAL COLLEGE	\$ 525,515
NEWBERRY COUNTY LIBRARY	568,311
NEWBERRY COUNTY DISABILITIES AND SPECIAL NEEDS	<u>42,225</u>
TOTAL COMMUNITY SERVICES EXPENDITURES	\$1,136,051

SECTION III. SEVERABILITY

If any phrase, clause, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid, it shall not affect the validity of the remainder of this Ordinance or of any of the remaining phrases, clauses, sentences, paragraphs, appropriations, or sections not affected by such invalidity.

SECTION IV. EFFECTIVE DATE

This Ordinance shall become effective when adopted and shall govern the revenues and expenditures for the Fiscal Year 2023-2024, which commences on July 1, 2023, including the disposition of funds carried forward from the prior Fiscal Year, unless otherwise encumbered.

**AND IT IS SO ORDAINED by Newberry County Council this day June of 2023
in a meeting duly assembled at Newberry, South Carolina.**

(SEAL)

NEWBERRY COUNTY COUNCIL

**By: _____
Todd Johnson, Chairman**

Attest:

Susan C. Fellers, Clerk to Council

**FIRST READING: May 3, 2023
SECOND READING: May 17, 2023
PUBLIC HEARING: June 7, 2023
THIRD READING: June 7, 2023**

Reviewed and approved as to form:

Joanie Winters, Interim County Attorney

SOUTH CAROLINA)
)
NEWBERRY COUNTY)

A RESOLUTION NO. 06-23

COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BETWEEN NEWBERRY COUNTY AND PROJECT RUBICON; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO

WHEREAS, Newberry County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Act”) to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”) with respect to economic development property, as defined in the Act;

WHEREAS, PROJECT RUBICON, an entity whose name cannot be publicly disclosed at this time (“Sponsor”), desires to invest capital in the County in order to expand its manufacturing facility in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$72,000,000 in taxable real and personal property; and

WHEREAS, as an inducement to the Sponsor to locate the Project in the County, the Sponsor has requested that the County negotiate an agreement (“Agreement”), which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property, as defined in the Act.

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

Section 1. This Resolution is an inducement resolution for this Project for purposes of the Act.

Section 2. County Council agrees to enter into the Agreement, which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property. The further details of the FILOT Payments and the agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 3. County Council identifies and reflects the Project by this Resolution, and by adopting this Resolution permits expenditures made in connection with the Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

Section 4. This Resolution is effective after its approval by the County Council.

RESOLVED: [DATE]

NEWBERRY COUNTY, SOUTH CAROLINA

Chair, Newberry County Council

(SEAL)
ATTEST:

Clerk to County Council

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR NEWBERRY COUNTY
ORDINANCE NO. 06-01-2023

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN NEWBERRY COUNTY, SOUTH CAROLINA AND PROJECT RUBICON TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Newberry County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Greenwood County more particularly known as Greenwood-Newberry Industrial Park (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, Project Rubicon, (“Sponsor”), desires to expand its manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$72,000,000; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (2) locating the Project in the Park; and (3) providing Infrastructure Credits as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be retained, and the anticipated costs and benefits to the County, and hereby finds:

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

(b) The Project 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 the benefits of the Project are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Inclusion within the Park.* The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of this Ordinance to the Clerk to County Council of Greenwood County.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

NEWBERRY COUNTY, SOUTH CAROLINA

Chair, Newberry County Council

(SEAL)
ATTEST:

Clerk of Council, Newberry County Council

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

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT

BETWEEN

PROJECT RUBICON

AND

NEWBERRY COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF JULY __, 2023

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name		Section 1.1
Project Location		Exhibit A
Tax Map No.		Exhibit A
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 		Section 1.1.
<ul style="list-style-type: none"> • Contract Minimum Investment Requirement 		Section 1.1
<ul style="list-style-type: none"> • Contract Minimum Jobs Requirement 		Section 1.1.
<ul style="list-style-type: none"> • Investment Period 		Section 1.1
<ul style="list-style-type: none"> • Assessment Ratio 		Section 4.1(a)(ii)
<ul style="list-style-type: none"> • Millage Rate 		Section 4.1(a)(iii)
<ul style="list-style-type: none"> • Fixed or Five-Year Adjustable Millage 		Section 4.1(a)(iii)
Multicounty Park		Section 1.1
Infrastructure Credit		
<ul style="list-style-type: none"> • Brief Description 		Exhibit C
<ul style="list-style-type: none"> • Credit Term 		Exhibit C
<ul style="list-style-type: none"> • Reduced Credit Information 		Exhibit D

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT ("*Fee Agreement*") is entered into, effective, as of [DATE], between Newberry County, South Carolina ("*County*"), a body politic and corporate and a political subdivision of the State of South Carolina ("*State*"), acting through the Newberry County Council ("*County Council*") as the governing body of the County, and Project Rubicon, a corporation organized and existing under the laws of the State of Pennsylvania ("*Sponsor*").

WITNESSETH:

(a) Title 12, Chapter 44, ("*Act*") of the Code of Laws of South Carolina, 1976, as amended ("*Code*"), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax ("*FILOT*") with respect to Economic Development Property, as defined below;

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits ("*Infrastructure Credit*") against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, "*Infrastructure*");

(c) The Sponsor intends to expand a manufacturing facility ("*Facility*") in the County, consisting of taxable investment in real and personal property of not less than \$72,000,000;

(d) By an ordinance enacted on [DATE], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to expand its Facility in the County.

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

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

"*Act*" means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

"*Act Minimum Investment Requirement*" means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

"*Administration Expenses*" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney's and consultant's fees. Administration Expenses does not include any costs, expenses, including attorney's fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

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

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall 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 enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2023.

“**Contract Minimum Investment Requirement**” means a taxable investment in personal property at the Project of not less than \$65,000,000.

“**Contract Minimum Jobs Requirement**” means not less than 760 FTE Jobs retained by the Sponsor at the facility as measured at December 31 of each year in which the Company is eligible for the Infrastructure Credit.

“**County**” means Newberry County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Newberry County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2047, the Final Termination Date is expected to be January 15, 2049, which is the due date of the last FILOT Payment with respect to the Final Phase.

“FTE Jobs” means the number of full time equivalent jobs measured by taking the total number of hours compensated at the facility in a given calendar year, divided by 1,820 hours to arrive at the total FTE Jobs for that year. Each open position that the Company is actively trying to fill shall be counted as 1,820 hours in the calculation of FTE Jobs.

“Improvements” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

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

“Infrastructure Credit” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2028.

“MCIP Act” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“Multicounty Park” means the multicounty industrial or business park governed by the Master Agreement Governing the Greenwood-Newberry Industrial Park, dated as of December 31, 2012, between the County and Greenwood County, South Carolina.

“Net FILOT Payment” means the FILOT Payment net of the Infrastructure Credit or the Reduced Credit as is applicable.

“Phase” means the Economic Development Property placed in service during a particular year of the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 19th year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Reduced Credit**” means a credit calculated after any percentage reduction in the Infrastructure Credit as set forth in Section 6.1 and Exhibits C and D of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means Project Rubicon and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina.

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

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the County. The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all

consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(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 any incorporated municipality and to no charge against the County's 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) The County identified the Project, as a "project" on [DATE] and adopted an Inducement Resolution, as defined in the Act on June 7, 2023.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. Representations and Warranties of the Sponsor. The Sponsor represents and warrants as follows:

(a) The Sponsor 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 Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) 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.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2023. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 *Leased Property.* To the 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, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. *Filings and Reports.*

(a) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(b) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 366 mills, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2023.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure

by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, 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 *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is 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; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement 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 Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
ADDITIONAL INCENTIVES**

Section 5.1. Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit C. In no event may the Sponsor’s aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable (“*Credit Term*”), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit C, or Exhibit D if applicable. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

**ARTICLE VI
REDUCED INFRASTRUCTURE CREDIT**

Section 6.1. Reduced Credit. If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit D, then the Sponsor is subject to a reduction of the Infrastructure Credit as described in Exhibit D (the Reduced Credit.) Should a Reduced Credit be applied to the Net FILOT Payment, then following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

Beginning in the calendar year following the Commencement Date and continuing through the end of the Credit Term, the Sponsor shall certify to the County the FTE Jobs and taxable investment in personal property at the Project no later than July 1 of each year by filing a form with the County Treasurer, Auditor, Assessor and Economic Developer, the form of which is attached as Exhibit E.

**ARTICLE VII
DEFAULT**

Section 7.1. Events of Default. The following are “Events of Default” under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

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

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 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;

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

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the 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 7.2. Remedies on Default.

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, 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 seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS**

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“*Confidential*

Information”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “*Confidential Information*.” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. 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, an “*Indemnified Party*”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) 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.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section 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, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 8.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official

capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. *Limitation of Liability.* The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. *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 8.8. *Administration Expenses.* The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$7,500. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. *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 Economic Development Director identifying the Sponsor Affiliate and 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 the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. 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 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, “primary responsibility” means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

**ARTICLE X
MISCELLANEOUS**

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is 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 of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

□

WITH A COPY TO (does not constitute notice):

Turner Padgett Graham & Laney, PA
Attn: Art Justice
P.O. Box 5478
Florence, SC 29502

IF TO THE COUNTY:

Newberry County, South Carolina
Attn: Newberry County Administrator
1309 College Street
P.O. Box 156
Newberry, South Carolina 29108

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or

by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) 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, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(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 negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, pandemic, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

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

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

(d) 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 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. Agreement's Construction. Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the 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.

NEWBERRY COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Newberry County, South Carolina

ATTEST:

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

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

[PROJECT/SPONSOR NAME]

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Newberry County, South Carolina (“County”) and [COMPANY] (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, 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 [except the following: _____]; (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 [except the following _____]; (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; and (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.

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. 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 of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

Project Rubicon Fee Agreement

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

Date

Name of Entity
By: _____
Its: _____

IN WITNESS WHEREOF, 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.

NEWBERRY COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

The Company shall receive an Infrastructure Credit to offset the aggregate Infrastructure costs incurred. The Infrastructure Credit shall be applied annually as a setoff against the FILOT Payments owed for the then current year which resulting amount shall be the Net FILOT Payment.

The Infrastructure Credit applied will be 50% for year one of each Phase, 35% for year two of each Phase, and 25% for each year three through eight of each Phase. No Infrastructure Credit will be applied for any year beyond the eighth year of each Phase. For example, and by example only:

if the FILOT Payment for the year is \$100,000, \$60,000 of which is for year two of Phase 1 investment and \$40,000 for year one of Phase 2 investment, An Infrastructure Credit of 35% would be applied to the Phase 1 FILOT Payment ($\$60,000 \times .35 = \$21,000$ credit) and 50% would be applied to the Phase 2 FILOT Payment ($\$40,000 \times .50 = \$20,000$ credit). The Net FILOT Payment would be \$59,000 ($\$100,000 - \$21,000 - \$20,000$.)

**EXHIBIT D (see Section 6.1)
DESCRIPTION OF REDUCED CREDIT**

The Infrastructure Credit described in Exhibit C shall be reduced if the Company fails to meet the Contract Minimum Investment Requirement and/or the Contract Minimum Job Requirement for the year in which the Infrastructure Credit is applied and such reduction shall be calculated as set out below.

Beginning in the calendar year following the Commencement Date and continuing through the end of the Credit Term, the Sponsor shall certify to the County the FTE Jobs and taxable investment in personal property at the Project no later than July 1 of each year by filing a form with the County Treasurer, Auditor, Assessor and Economic Developer, the form of which is attached as Exhibit E.

The Reduced Credit shall be applied to the FILOT Payment in lieu of the Infrastructure Credit, to arrive at the Net FILOT Payment. The Reduced Credit shall not be applied to the first year of Infrastructure Credit for Phase 1.

Reduced Credit = Infrastructure Credit x Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement [may not exceed 100%]

Jobs Achievement Percentage = Actual Full-Time Jobs Retained / Contract Minimum Jobs Requirement [may not exceed 100%]

In calculating each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted. Provided, however, if the Investment Achievement Percentage is 90% or greater such percentage shall be deemed to be 100%, and if the Jobs Achievement Percentage is 95% or greater, such percentage shall be deemed to be 100%. Percentages will be rounded up or down to the nearest tenth of a percentage with rounding up beginning with .06 or more.

For example, and by way of example only, if the Company was entitled to 25% Infrastructure Credit on Phase 1 investment and 35% Infrastructure Credit on Phase 2 investment, and \$55,250,000 had been invested at the Project and 714 jobs had been retained as of December 31 of that year, the Reduced Credit would be calculated as follows:

$$\text{Jobs Achievement Percentage} = 714/760 = 93.9\%$$

$$\text{Investment Achievement Percentage} = \$55,250,000/\$65,000,000 = 85\%$$

$$\text{Overall Achievement Percentage} = (93.9\% + 85\%)/2 = 89.4\%$$

$$\text{Reduced Credit} = 25\% \times 89.4\% = 22.4\% \text{ for Phase 1 credit; } 35\% \times 89.4\% = 31.3\% \text{ for Phase 2 credit}$$

Failure to file a Report shall not constitute a waiver of the Infrastructure Credits, provided that if the Report is not filed by July 1 of any year for which the Company is eligible for an Infrastructure Credit, the County shall calculate whether there would have been a Reduced Credit, and the monetary amount above the Reduced Credit amount shall be due by the Company within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the

minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Exhibit D survives termination of this Fee Agreement.

For example, and by way of example only, if the Company fails to file a Report for property tax year 2026 on or before July 1, 2026, reporting investments, job retention, and the Reduced Credit, if any, as of December 31, 2025 (assuming the Company's fiscal year ends on December 31), but the Company subsequently files the certification, the County may elect to calculate the difference between the monetary value of the Infrastructure Credit applied and the monetary value of the Reduced Credit that should have been applied, and provide a written notice of the amount to be paid back to include applicable interest.

EXHIBIT E
FORM OF SPONSOR CERTIFICATION

FOR YEAR ENDING December 31, _____.

Number of FTE Jobs as of 12/31 of the reporting year (including Open Positions): _____

Jobs Achievement Percentage = ___/760 = ___%

*95% or higher = 100%

Cumulative taxable investment in personal property since commencement of Investment Period:

\$_____.

Investment Achievement Percentage = _____/\$65,000,000 = ___%

*90% or higher = 100%

Overall Achievement Percentage = (___% + ___%)/2 = ___%

Reduced Credit (if applicable):

___% x ___% = ___% for Phase 1 credit

___% x ___% = ___% for Phase 2 credit

[subsequent Phases to be added if applicable]

Certified correct, this ___ day of _____, _____.

[Company Name]

By: _____

Its: _____