Adopted	: November 9, 2026
Committee Referral	: N/A
Committee Consideration Date	: N/A
Committee Recommendation	: N/A

RESOLUTION 26-R- 35

A RESOLUTION AUTHORIZING THE EXECUTION OF A PERFORMANCE AGREEMENT BETWEEN COLLETON COUNTY, TRISON WELLS LLC, AND THE SOUTH CAROLINA COORDINATING COUNCIL FOR ECONOMIC DEVELOPMENT

WHEREAS, the South Carolina Coordinating Council for Economic Development has awarded Rural Infrastructure Fund assistance to Colleton County in an amount not to exceed One Hundred Thousand and No/100 Dollars ($100,000.00) for the benefit of Trison Wells LLC; and

WHEREAS, the Rural Infrastructure Fund assistance will be used to assist Trison Wells LLC with building improvements associated with the renovation of an existing facility located at 1756 Industrial Road, Walterboro, South Carolina, to accommodate two production lines; and

WHEREAS, pursuant to the Performance Agreement, Trison Wells LLC has agreed to make a capital investment of not less than $3,375,000 and create no fewer than thirty (30) net new, full-time jobs at the project during the applicable grant period; and

WHEREAS, Colleton County Council finds that entering into the Performance Agreement is in the best interest of the County and will further economic development within Colleton County.

NOW, THEREFORE, BE IT RESOLVED BY COLLETON COUNTY COUNCIL, duly assembled, that:

1. The Performance Agreement between Colleton County, Trison Wells LLC, and the South Carolina Coordinating Council for Economic Development, relating to Rural Infrastructure Fund Assistance, is hereby approved.
2. The Chairman of Colleton County Council is hereby authorized to execute the Performance Agreement on behalf of Colleton County and to execute such other documents as may be necessary to carry out the purposes of this Resolution.
3. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 9th day of November 2026.

ATTEST:

Martha B. Thompson
Clerk to Council

COLLETON COUNTY SEAL WALTERBORO SC

SIGNED:

Scott Biering
Chairman

COUNCIL VOTE:

Favor: 5
Against: ~~0~~
Absent: ~~0~~

PERFORMANCE AGREEMENT
(Rural Infrastructure Fund Assistance)
C-26-4211

This **Performance Agreement** ("Agreement") is made to be effective September 3, 2026 (the "Effective Date"), by and among Colleton County, a political subdivision of the State of South Carolina and hereinafter referred to as the "Grantee," Trison Wells LLC, hereinafter referred to as the "Company," and the South Carolina Coordinating Council for Economic Development, hereinafter referred to as the "Council."

WITNESSETH

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

1.0 **Agreement.** The parties recognize that this Agreement is based on an Rural Infrastructure Fund (RIF) grant award being awarded or made by the Council to the Grantee in an amount not to exceed One Hundred Thousand and No/100 Dollars ($100,000) for the purpose identified in Section 2.0 herein (the "Grant").

2.0 **Use of Proceeds.** The Grantee will use the Grant award to assist the Company with building improvements, hereinafter referred to as the "Assistance." Any changes in the scope of work, including change orders or cost increases, must be submitted in writing by the Grantee to the Council as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the Council shall be appended to this Agreement as an amendment.

2.1 **Disbursement of Funds.** The Company shall submit invoices and evidence of payment for eligible expenses to the Grantee in support of a Request for Payment ("RFP") that the Grantee must submit, together with the supporting invoices and evidence of payment, to the Council. Disbursement of Grant funds is subject to review and approval by the Council of eligible expenditures. The RFP and supporting documentation may be submitted electronically to ccedreport@sccommerce.com.

2.2 **Third Party Contracts.** The Company must submit to the Council all agreements with third party contractors engaged to perform work to be funded in whole or in part by Grant funds.

2.3 **Notice to Proceed.** The Company obtained a conditional notice to proceed from the Council by letter dated July 14, 2026. Any expenditure made prior to the date of the written notice to proceed is not eligible for payment with Grant funds.

2.4 **Engineering Costs.** Reimbursement of engineering costs with Grant funds will be capped at 10% of the total Grant award amount. Requests for reimbursement of engineering costs that exceed 10% of the total Grant award amount must have

substantial justification and require prior approval by the Council to be reimbursable.

2.5 **Compliance with RIF Requirements.** The Grantee and the Company must comply with all applicable statutory, policy and regulatory guidelines of the government of the State of South Carolina (the "State") and the Council governing the use of RIF funds.

2.6 **Funding Overruns.** The Company agrees that it will commit and provide monies from its own resources for cost overruns that are required to complete the Project. This Agreement creates no obligation on the part of the Grantee, the Council or the State to provide funds for any cost overruns.

2.7 **Use of Grant Funds.** The Company must complete, or cause to be completed, the portion of the Project to be funded in whole or in part with Grant funds within twenty-four (24) months of the Effective Date. Completion is defined as the final documentation by the Grantee to the Council of Grant funds expended and the issuance by the Council of a notification in writing of the closure of the Grant. The Council may grant extensions to this completion period requirement at its discretion.

3.0 **Project Description.** The Company will renovate an existing building to accommodate two production lines. The building is located at 1756 Industrial Road, Walterboro, South Carolina located in Colleton County, hereinafter referred to as the "Project."

4.0 **Project Start-Up.** The Project must begin within three months of the Effective Date. If the Company does not begin the Project within three months of the Effective Date, the Council reserves the right to rescind the Grant, require the repayment of any Grant funds expended hereunder and terminate this Agreement. For purposes of this section, the Company shall have begun the Project once it has incurred material obligations in connection with the Project satisfactory to the Council to indicate that the Project will be timely completed.

5.0 **Contractor Selection.** If the Company desires to select a private contractor to undertake all or any part of the scope of work of any portion of the Project to be funded by the Grant, then the selection of that contractor by the Company must follow at a minimum the bidding requirements set forth in Exhibit A attached hereto. The use of the Grant funds is not subject to the requirements of the State Procurement Code or the regulations promulgated thereunder. Any county or municipal procurement laws, rules or regulations may apply depending on the terms of such local requirements.

6.0 **Minimum Investment Requirement.** The Company agrees to make, or cause to be made by no more than two Affiliates, a capital investment of not less than $3,375,000 (without regard to depreciation or other diminution of value) at the Project for land, building acquisition, building construction, and machinery and equipment, within a period beginning on July 14, 2026 and ending on the earlier of (1) the date that the Company certifies to the satisfaction of the Investment Requirement and the Job

Requirement (each as defined herein) and provides supporting documentation to the satisfaction of the Council or (2) September 3, 2031 (the "Grant Period"). Such capital investment requirement shall hereinafter be referred to as the "Investment Requirement." For purposes of this Agreement, "Affiliate" shall mean any corporation, limited liability company, partnership or other individual or entity which now or hereafter controls, is controlled by, or is under common control with the Company.

7.0 **Minimum Job Requirement.** The Company agrees to create, or cause to be created by no more than two Affiliates, a headcount of no fewer than 30 net new, full-time jobs at the Project within the Grant Period. Such job creation requirement shall hereinafter be referred to as the "Job Requirement." The Company currently employs ~~46~~ 38 persons at the Project and a current payroll has been or will be provided to the Council, as a starting point for counting new jobs towards the Job Requirement. JJ

8.0 **Access to Project Site and Records.** The Company agrees to provide the Grantee and the Council reasonable access to its facilities (i) to confirm that the work for which invoices have been submitted and reimbursed, or is scheduled to be reimbursed, through Grant funds has been completed and (ii) to substantiate that the Job Requirement and Investment Requirements have been satisfied and maintained as required in this Agreement. This covenant shall continue until notified in writing by the Council that the Job Requirement and the Investment Requirement have each been met, the Grant Period has expired, and Grant funds have been expended and documented, or until repayment of the Assistance, if required, occurs in accordance with this Agreement.

9.0 **Reporting.** The Company will be required to report to the Council annually as set forth below.

9.1 During the Grant Period, within thirty (30) days after December 31 of each year, the Company shall provide the Council a written report, signed by an authorized representative of the Company and in the form of Exhibit B, as such form may be updated annually by the Council, to provide (i) the total number of new jobs filled by the Company at the Project as of such date; and (ii) the total investment of the Company at the Project as of such date.

10.0 **Compliance.** Within thirty (30) days after the end of the Grant Period, the Company shall provide (i) payroll records and property tax returns or invoices and evidence of payment to support its employment and investment levels achieved and maintained and (ii) the average wage rate for the jobs included in the Job Requirement. The Council will review such documentation to determine whether the Job Requirement and Investment Requirement have been satisfied. The Council will notify the Company in writing of its compliance or non-compliance with this Agreement. Upon written notification from the Council that both the Job Requirement and the Investment Requirement have been fulfilled and the Grant Period has expired, this Agreement and all obligations of the Company, unless otherwise stated, hereunder shall terminate.

11.0 **Maintenance of Records.** The Company shall retain records for property purchased totally or partially with Grant funds for a period of three years after the final disposition

of all Grant funds. The Company shall maintain records relating to the Grant and the Project, including financial records, supporting documents, and statistical records for a minimum of three years after notification in writing by the Council of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

12.0 **Repayment of Assistance.** Failure to satisfy the Job Requirement and the Investment Requirement as set forth herein may result in repayment of all or a portion of the RIF Grant funds expended. The Grantee agrees that the Company will make re-payments directly to the Council.

12.1 Upon the expiration of the Grant Period, the number of jobs created by the Company at the Project may not be less than the Job Requirement (30 jobs), and the investment by the Company at the Project may not be less than the Investment Requirement ($3,375,000). If the Company does not locate in South Carolina or otherwise fails to create any new jobs and make any investment in South Carolina, repayment of all of the Grant funds expended will be immediately due and payable. If the Company does create jobs and/or make investment but fails to meet the Job Requirement and/or the Investment Requirement during the Grant Period, the Company will be required to repay a portion of the Grant funds expended as follows:

12.1.1 **Pro-Rata Repayment**. The Company shall be required to repay a pro-rata amount of the Grant funds expended under this Agreement based on the actual number of jobs created and/or investment level achieved as of the last day of the Grant Period. For purposes of this Section 12.1, pro rata repayment for failure to meet either the Job Requirement or the Investment Requirement will be calculated independently with each calculation based on 50% of the Grant funds expended hereunder.

12.1.2 If required, repayments are due and payable to the Council within sixty (60) days after the date of notice from the Council that a repayment is due. If the Company does not submit repayment or respond to the Council by such date, the Council may begin the process to submit the amount of the repayment to the South Carolina Department of Revenue for collection.

12.1.3 Notwithstanding anything in this Agreement to the contrary, if the Company satisfies the Job Requirement and the Investment Requirement by the end of the Grant Period, it shall not have any repayment obligations under this Section 12.1.

13.0 **Amendments.** If (a) the Investment Requirement is not met or (b) the total number of full time jobs created is less than the Job Requirement, or (c) the investment is not made or the jobs are not created within the Grant Period, the Company may provide detailed documentation that a good faith effort was made to achieve both the Job Requirement and the Investment Requirement, as the case may be. To the extent that extenuating

circumstances prevent the Company from fulfilling its commitments contained herein, and the Grantee and the Council, in their sole discretion, acknowledge such circumstances in writing, this Agreement may be modified in writing by mutual agreement of the parties.

14.0 **Representations and Warranties.** The Company hereby makes the following representations and warranties and acknowledges and agrees that such representations and warranties have been material to the Council's decision to enter into this Agreement and further agrees that each representation and warranty is true, accurate and complete in all material respects as of the Effective Date and will remain true and correct throughout the term of this Agreement.

14.1 **Good Standing.** The Company is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized, has the power and authority to own its property and to carry on its business in each jurisdiction in which it does business, and has registered for and is duly qualified to conduct business in, and is in good standing in, the State.

14.2 **Authority and Compliance.** The Company has full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided herein. No consent or approval of any public authority or other third party is required as a condition to the validity of this Agreement, and the Company is in compliance with all laws and regulatory requirements to which it is subject.

14.3 **No Conflicting Agreement.** There is no charter, bylaw, stock provision, partnership agreement or other document pertaining to the organization, power or authority of the Company and no provision of any existing agreement, mortgage, deed of trust, indenture or contract binding on the Company or affecting the Company's property which would conflict with or in any way prevent the execution, delivery, or carrying out of the terms of this Agreement.

14.4 **Litigation.** To the best of the Company's knowledge, there is no proceeding involving the Company pending or threatened before any court or governmental authority, agency or arbitration authority which if adversely decided would materially affect the Company's ability to meet its obligations under this Agreement and conduct its operations at the Project.

14.5 **Compliance with Laws.** To the best of its knowledge, the Company is in compliance with all federal, state and local laws, regulations and governmental requirements including, but not limited to, environmental laws and the applicable federal and state laws, executive orders and regulations concerning discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability, applicable to its facility including without limitation the property, business operations, employees, and transactions thereof.

14.6 **Binding Agreement.** Each part of this Agreement is a legally valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights. This Agreement has been signed by an authorized Company representative and such signature is recognized by the Company as legally binding.

15.0 **Indemnification.** The Company agrees to defend, indemnify, and hold the Council and the Grantee harmless from and against the costs of any litigation (including reasonable attorney's fees) arising from this Agreement or the Assistance provided by the Council to the Grantee for the direct or indirect benefit of the Company. Please note that the SC Tort Claims Act, Section 15-78-10 et seq. of the S.C. Code of Laws, 1976, as amended (the "Code") provides full or limited immunity to governmental parties from third party claims and prohibits recovery of punitive or exemplary damages. This provision shall survive the termination of this Agreement for any claim arising during the term of the Agreement.

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

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

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

Notices to the Council shall be sent to:

Grants Manager, CCED Programs
South Carolina Coordinating Council for Economic Development
South Carolina Department of Commerce
1201 Main Street, Suite 1600
Columbia, SC 29201

Notices to Grantee shall be sent to:

Mr. Thomas Higgs
Administrator
Colleton CountyPost Office Box 157
Walterboro, South Carolina 29488

Notices to Company shall be sent to:

Mr. Jonathan Johnson
General Manager
Trison Wells LLC
1756 Industrial Rd
Walterboro, SC 29488

18.0 **Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

19.0 **Governing Law and Jurisdiction.** This Agreement, any dispute, claim, or controversy relating to this Agreement, and all of the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. By executing this Agreement, the Company also agrees to submit to the jurisdiction of the courts of the State for all matters arising hereunder. In the event of a dispute, the Council shall have standing to represent the State.

20.0 **Freedom of Information.** The Company understands and agrees that (i) the Grantee and the Council are each a public body within the meaning of the South Carolina Freedom of Information Act, Title 30, Chapter 4 of the Code (the "Act"); (ii) the Grantee and the Council are each required to comply with the provisions of the Act by disclosing certain public records upon receipt of a written request; and (iii) after execution of this Agreement, this Agreement and all documents and other information incidental to this Agreement are subject to disclosure pursuant to Sections 30-4-40(a)(9) and 30-4-40(a)(5) of the Code upon request. Effective January 1, 2022, for any project approved and locating in a Tier I, II, or III County, the Council will confirm, in response to a valid request under Section 30-4-10, whether a project has average wages below $15.00 per hour, excluding the top five percent of full-time positions.

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

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

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

21.1 any representation or warranty made by the Company herein that is false or misleading in any material respect at the time made;

21.2 failure of the Company to comply with all applicable statutory, policy and regulatory guidelines of the state government and the Council governing the use of RIF funds;

21.3 failure of the Company to observe and perform any covenant, condition or agreement hereunder on its part to be performed and continuance of such failure for a period of thirty (30) days after receipt by the Company of written notice from the Council specifying the nature of such failure and requesting that it be remedied; provided, however, that if, by reason of the nature of such failure, the same cannot be remedied within the said thirty (30) days and the Company proceeds with reasonable diligence after receipt of the notice to cure the failure, the period may be extended upon the prior written consent of the Council;

21.4 the Company vacating the Project property and/or discontinuing operation of all or a significant portion of the Project for thirty (30) days or more without the written consent of the Council;

21.5 the Company's consenting to the appointment of a receiver, trustee or liquidator of itself or of a substantial part of its property, or admitting in writing its inability to pay its debts generally as they come due, or making a general assignment for the benefit of creditors;

21.6 the Company's filing a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization in a proceeding under any bankruptcy laws (as now or hereafter in effect), or, by voluntary petition, answering or consenting, seeking relief under the provisions of any other now existing or future bankruptcy or other similar law providing for the reorganization or winding-up of corporations, or providing for an agreement, composition, extension or adjustment with its creditors;

21.7 the entry of an order, judgment, or decree in any proceeding by any court of competent jurisdiction appointing, without the consent of the Company, a receiver, trustee or liquidator of the Company or of any substantial part of its property, or sequestering any substantial part of its property, and any such order, judgment or decree of appointment or sequestration remaining in force undismissed, unstayed, or unvacated for a period of ninety (90) days after the date of entry thereof; or

21.8 a petition against the Company in a proceeding under applicable bankruptcy laws or other insolvency laws as now or hereafter in effect is filed and not withdrawn or dismissed within 120 days thereafter, or if, under the provisions of any law providing for reorganization or winding-up of corporations which may apply to the Company, any court of competent jurisdiction shall assume jurisdiction, custody or control of it or of any substantial part of its property and such jurisdiction, custody or control shall remain in force unrelinquished, unstayed or unterminated for a period of 120 days.

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

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

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

22.3 Cancel, terminate or suspend this Agreement; or

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

23.0 **Additional Remedial Provisions.**

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

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

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

[Signatures on following page]

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

GRANTEE:

Colleton County
Unit of Local Government

Scott Bierny
By: Scott Bierny, Chairman
Its: **Chief Elected Official**

TRISON WELLS LLC

By: JONATHAN JOHNSON
Its: 10/5/2026

COORDINATING COUNCIL FOR ECONOMIC DEVELOPMENT

By: **Chris Huffman**
Its: **Executive Director**

Exhibit A

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

1. Use full and open competition to the maximum extent practicable.

2. Permit acquisitions without competition only when the purchasing agent determines in writing, after conducting a good faith review of available sources, that there is only one source for the required timely supply, service, or construction item. A copy of such written determination must be included with any request to disbursement of grant funds to reimburse for the costs of such supply, service or construction item. In addition, the company must maintain a copy of such written determination as set forth in Section 12 of the Agreement.

3. Restrict competition only when necessary to satisfy a reasonable public requirement.

4. Provide clear, adequate, and sufficiently definite information about project needs to allow bidders to enter the acquisition on an equal basis.

5. Use reasonable methods to publicize bidding requirements and timely provide solicitation documents (including amendments, clarifications and changes in requirements).

6. State in solicitations the bases to be used for evaluating bids and proposals and for making the award.

7. Evaluate bids and proposals and make the award based solely on the criteria in the solicitation.

8. Grant maximum public access to procurement information subject to the Company's needs to protect its trade secrets, proprietary or confidential source selection information, and personal privacy rights.

9. Ensure that all parties involved in the bidding process participate fairly, honestly, and in good faith.

10. Recognize that adherence to these bidding process requirements is essential to maintaining the integrity of the project.