



# PUBLIC COMMENT SIGN IN SHEET

Tuesday, November 5, 2013  
6:00 PM

**Limited to forty [40] minutes, four [4] minutes per person.**

Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker. As stated above, each speaker is restricted to a maximum of four [4] minutes.

**Citizens with comments related to a specific action agenda item will be called first.**

If time permits additional citizens may be permitted to speak on a non agenda items [at the discretion of the Chair].

## PRINT Information Below

	FULL NAME	AGENDA ITEM FOR DISCUSSION	NON-AGENDA ITEMS
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Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group.

Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county.

All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

**NOTE:** Non Agenda Item matters can be addressed except for those which, due to law or proper protocol, would be inappropriate for public meetings of Council, such as, but not limited to, partisan political activity and/or comments.

Council may make closing comments directly following the public & extended public comment sessions if time permits.

# the armed citizen



**M**ichael Votruba had just arrived home from a long day at work when he spotted an animal scurrying across the yard as he exited his vehicle. Votruba was clearly able to identify the animal as a bobcat when it approached him growling. He drew the pistol he was carrying and took a few steps back. The bobcat lunged at him, attacking his leg. Votruba shook free and ran only a few steps before the bobcat jumped on his chest. Again, Votruba fought back throwing the cat to the ground and shooting twice. When the bobcat lunged at his chest yet again, Votruba fired several more shots, killing the animal. Votruba was not seriously injured during the attack, and immediately received the necessary rabies shots and an updated tetanus shot. (Telegram & Gazette, Holden, MA, 6/20/13)

**J**an Cooper, 72, was at home with her husband, Bob, 85, when she made a 911 call for help as a man attempted to break into their home. She told police to hurry as the assailant was on her back porch trying to gain entry through a sliding door. She told the police that she was armed with a .357 revolver and that she would shoot if needed. When she heard the door sliding open, she fired. The intruder fled, but was later found and arrested for burglary. "I don't mean to shoot anybody," said Cooper, "but whatever's necessary to initially stop them—he was not going to come into my home." (Foxnews.com, Anaheim, CA, 6/12/13)

**A**t approximately 11 p.m., a resident responded to the sound of an intruder entering his home. A 21-year-old man had used a shovel to break through a back window and enter the residence. The resident retrieved a firearm and shot down a hallway toward the intruder. The intruder, who already had a long list of previous offenses, was struck and later pronounced dead. The homeowner was reportedly not injured during the home invasion. (The Post & Courier, Orangeburg, SC, 5/27/13)

**J**essica Grayson was driving behind a pickup truck when the truck suddenly stopped in front of her blocking her lane. A man exited the truck and approached Grayson's vehicle. He began beating on the window and grabbing the door handle in an attempt to get in. Jessica quickly pulled out her Colt .357 revolver. "... I pointed my gun

at him and told him to step away from my car or I would shoot him," Grayson explained. The assailant immediately backed away from her vehicle and left. "You hear a lot of stories about guns being used in crime, but they prevent crime every day, too," Grayson said. "What if I hadn't had my gun that day?" (The Advertiser-Gleaner, Doonville, AL, 6/28/13)

**S**tores owner, Arturo Taveras, 69, was working at McCann's Liquors when a masked man entered, pulled a gun on him and demanded money. Taveras did not hesitate to draw his own firearm from his right hip and point it back at the would-be robber. When he saw Taveras gun, the attempted robber fled the premises. It was last reported that police were reviewing surveillance video and searching for the attempted robber. (The Eagle-Tribune, Lawrence, MA, 6/4/13)

**W**hile walking down the sidewalk, a military service member was assaulted by a man he did not know. As he was walking around 3 p.m., he was approached by a stranger, who proceeded to verbally

assault him before physically striking him in the head. The attack was reportedly unprovoked. The service member, also a concealed-carry permit holder, pulled out his firearm deterring the assailant until police arrived and arrested him. (The Olympian, Olympia, WA, 5/31/13)

**A** woman and her son were driving around 11:30 a.m. when a vehicle cut them off and abruptly stopped in front of them. A man exited the vehicle, pulled the woman from her vehicle and held a knife to her throat. When the woman's son got out of the car to confront his mother's attacker, he was reportedly punched in the face. A passerby witnessed the attack and stopped to intervene with his 40-cal. handgun. When the suspect saw the firearm, he quickly returned to his vehicle and drove off. The good Samaritan who had stopped to help was able to get the suspect's license plate number, which later resulted in the attacker's arrest. He was charged with assault and battery of a high and aggravated nature and assault and third degree battery. (WISN.com, Richland County, SC, 6/5/13) ★

**If you have a firsthand "Armed Citizen" experience, call NRA-ILA PR/Communications at (703) 267-1193.**

Studies indicate that firearms are used more than 2 million times a year for personal protection, and that the presence of a firearm, without it being fired, prevents crime in many instances. Shooting usually can be justified only where crime constitutes an immediate, imminent threat to life, limb, or in some cases, property. Anyone is free to quote or reproduce these writings. Send clippings via e-mail to [armedcitizen@nra-ilg.org](mailto:armedcitizen@nra-ilg.org) or by mail to "The Armed Citizen," 11293 Wades Mill Road, Fairfax, VA 22030-9400. For bonus features, visit "The Armed Citizen Blog" at [www.armedcitizenblog.org](http://www.armedcitizenblog.org).



# PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

November 5, 2013 ~ ~ 6:00 p.m.

**Ordinance 2013-21** "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO"

**Ordinance 2013-29** "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND SANDVIK, INC.; THE GRANTING OF INFRASTRUCTURE TAX CREDITS; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT"

**Ordinance 2013-30** "AN ORDINANCE TO AMEND SECTION 1-7, ENTITLED *GENERAL PENALTY; CONTINUING VIOLATIONS* OF CHAPTER 1, ENTITLED *GENERAL PROVISIONS*, OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY; AND OTHER MATTERS RELATED THERETO"

Everyone speaking before Council will be required to do so in a civil manner.

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

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

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

	Ordinance #	2013-21	2013-29	2013-30
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**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2013-21**

**AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council"), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the "Act"), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended (the "Code") to adopt zoning regulations and districts; and,

**WHEREAS**, Oconee County Council has heretofore, finally codified at Chapter 38 of the Oconee Code of Ordinances (the "Oconee County Code"), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

**WHEREAS**, subsequent to the adoption of Chapter 38 of the Oconee Code of Ordinances, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

**WHEREAS**, in accordance with the Act and Chapter 38, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment's compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

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

1. Chapter 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:
  - A. The following parcel, listed below, previously zoned in the Agricultural Residential District (ARD), and duly identified on the Official Zoning Map to be in the Agricultural Residential District, is hereby rezoned, and shall be in the Industrial District (ID), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

221-00-01-106

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2012.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Joel Thrift, Chairman, County Council  
Oconee County, South Carolina

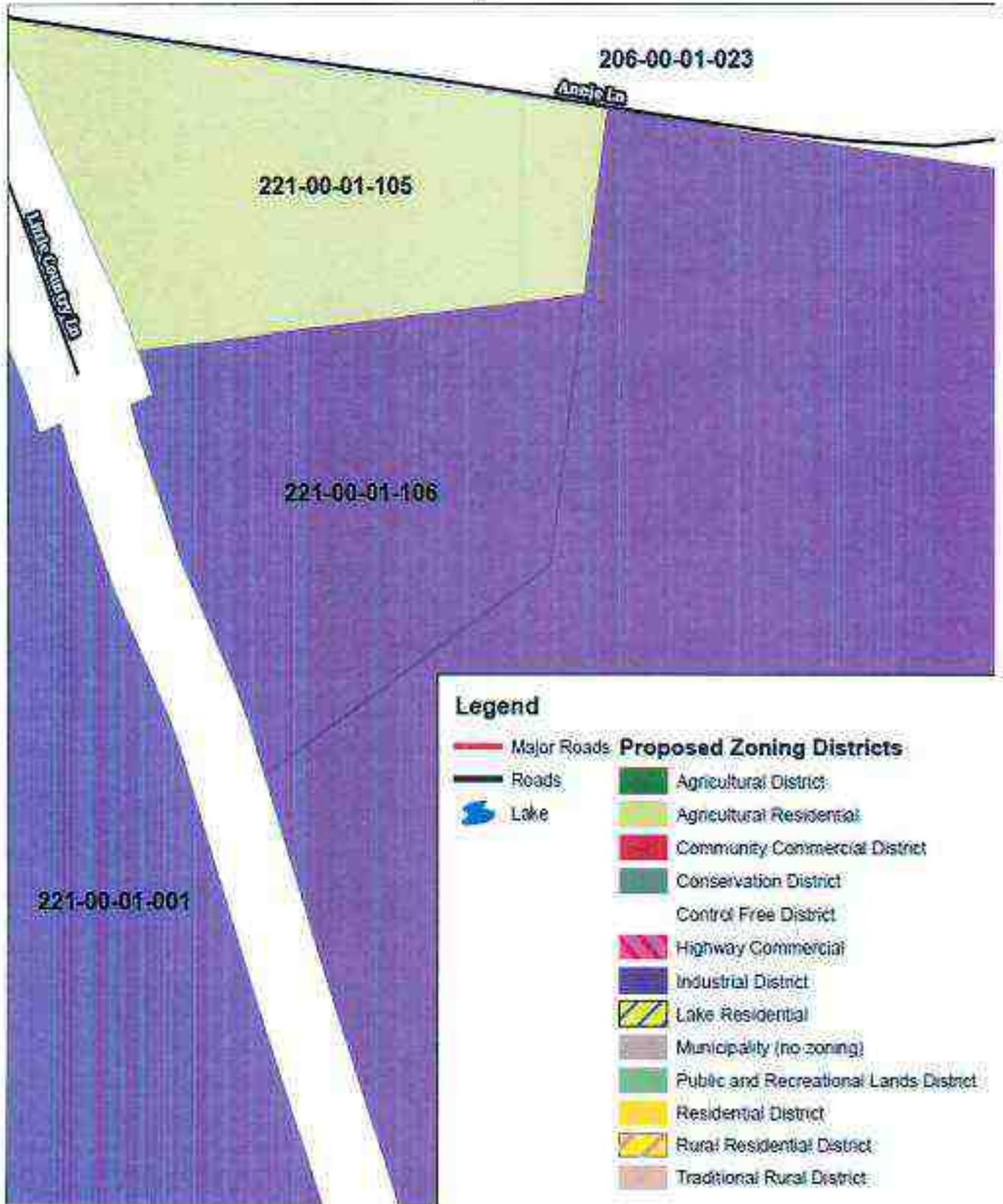
ATTEST:

By: \_\_\_\_\_  
Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina

First Reading: August 20, 2013  
Second Reading: October 1, 2013  
Public Hearing: November 5, 2013  
Third Reading: November 5, 2013

APPENDIX A

Parcels Rezoned by Ordinance 2013-21



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2013-29**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND SANDVIK, INC.; THE GRANTING OF INFRASTRUCTURE TAX CREDITS; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, (the "Fee Agreement"), with respect to any such project; and

WHEREAS, Sandvik, inc., a corporation duly incorporated under the laws of the State of Delaware (the "Company"), has requested the County to participate in entering into a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of the development of a facility which manufactures cutting tools in which the minimum level of taxable investment is not less than Twelve Million Dollars (\$12,000,000) in qualifying fee in lieu of tax investment by the end of the fifth (5<sup>th</sup>) year following the year of execution of the Fee Agreement, all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the Company has requested that the County provide Infrastructure Tax Credits of twenty percent (20%) of the Company's fee in lieu of tax liability for the Project in the Park (as defined herein) for a term of ten (10) consecutive years (the "ITC") commencing only if and when the Company's investment in new, taxable property in the Project equals or exceeds \$12,000,000 within the initial five (5) years (following the end of the year of the execution and delivery of the Fee Agreement) of investment; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" solely as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Fee Agreement and to that end will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; and

WHEREAS, it appears that the instrument above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

WHEREAS, subject to the Agreement of Pickens County, the Project is located in an existing joint county industrial and business park (the "Park") with Pickens County created by a joint county industrial and business park agreement with Pickens County (the "Park Agreement"), and subsequently amended (the "Fourth Amendment") to include the Project ; and

WHEREAS, pursuant to the terms of the Third Amendment to the Park Agreement dated April 4, 2000 the Park would expire on December 31, 2020 and would not continue through the term of the ITC; and

WHEREAS, the County will amend the Fourth Amendment to the Park Agreement so as to extend term of the Park to December 31, 2023 but only for the Valenite property (which includes the Project); and

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, in meeting duly assembled, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a facility which manufactures cutting tools , the execution and delivery of a Fee Agreement with the Company and a contiguous county, respectively, for the Project is hereby authorized, ratified and approved. Further, the Fee Agreement shall provide for an ITC of twenty

percent (20%) of the Company's fee in lieu of tax liability for the Project in the Park for ten (10) consecutive years, upon the terms and upon achieving the conditions required herein and in the Fee Agreement. Additionally, the term of the Park Agreement covering that portion of the Park constituting or containing the Project shall be extended until December 31, 2023.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are hereby incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project and the Fee Agreement give rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

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

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

(h) The benefits of the Project will be greater than the costs.

Section 3. The form, terms and provisions of the Fee Agreement and the Fifth Amendment to the Park Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement and the Fifth Amendment to the Park Agreement were set out in this Ordinance in their entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement and the Fifth Amendment to the Park Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company and the Fifth Amendment to the Park Agreement to be delivered to the partner county for the Park. The Fee Agreement and the Fifth Amendment to the Park Agreement are to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement and the Fifth Amendment to the Park Agreement now before this meeting.

Section 4. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the Fifth Amendment to the Park Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement and the Fifth Amendment to the Park Agreement and this Ordinance.

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

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 7. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County within thirty (30) days of making such filings in accordance with the Act.

Passed and approved this 5<sup>th</sup> day of November 2013.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Joel Thrift, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Elizabeth Hulse, Clerk to County Council  
Oconee County, South Carolina

First Reading: September 17, 2013  
Second Reading: October 15 2013  
Public Hearing: November 5, 2013  
Third Reading: November 5, 2013

**FEE AGREEMENT**

**between**

**OCONEE COUNTY, SOUTH CAROLINA**

**and**

**SANDVIK, INC.,  
A Delaware Corporation**

**Dated as of \_\_\_\_ 1, 2013**

**The County and the Company hereby agree to waive, to the full extent allowed by law, the requirements of Section 12-44-55 with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act, and provides copies of all such filings to the County.**

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Oconee County, South Carolina

FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of November 1, 2013, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and Sandvik, Inc. (the "Company"), incorporated and existing under the laws of the State of Delaware.

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property, to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper

governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to an Inducement Resolution enacted and executed by the County Council of the County on September 17, 2013 (referred to herein as the "Inducement Resolution"), the Company committed to acquire and equip by construction, lease-purchase, lease or otherwise, a facility for the manufacture of cutting tools (the "Facility") which will be located in the County, which will consist of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures which will constitute the project (the "Project"). The Project in the Park (as hereinafter defined) in the County involves an investment of at least \$12,000,000 in new, taxable (fee in lieu of tax) investment the County within five (5) years of the end of the Company tax year in which this Agreement is executed, all being maintained, without regard to depreciation, in accordance with the Act and this Agreement. The Company and the County agree that pursuant to the Act the existing land, building and fixtures for the Project are not eligible for inclusion in the Fee Agreement.

Pursuant to an Ordinance adopted on November 5, 2013 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council, among other things, authorized the County to enter into a Fee Agreement with the Company which identifies the property comprising the Project as Economic Development Property (as defined in the Act) under the Act subject to the terms and conditions hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its

general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County.

## ARTICLE I

### DEFINITIONS

The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

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

"Authorized Company Representative" shall mean the President of the Company or any person designated from time to time to act on behalf of the Company by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary, any assistant secretary, or senior personnel so designated by an officer of the corporation as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President, one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary, any assistant secretary or senior personnel so designated by an officer of the corporation. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

"Authorized County Representative" shall mean the Administrator of the County or his/her designee as evidenced by a written certificate of the County Administrator (hereinafter defined).

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

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

"Closing" or "Closing Date" shall mean the date of the execution and delivery hereof.

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

"Company" shall mean Sandvik, Inc., a company incorporated under the laws of the State of Delaware and duly qualified to transact business in the State.

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

"County Administrator" shall mean the Administrator of Oconee County, South Carolina.

"County Council" shall mean the Oconee County Council, the governing body of the County.

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

"Economic Development Property" shall mean all items of tangible Real Property, Improvements and Equipment, as defined herein, comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company.

"Equipment" shall mean all of the machinery, equipment, furniture and fixtures of the Project, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment, furniture and fixtures constitute Economic Development Property and thus become a part of the Project under this Fee Agreement.

"Event of Default" shall mean any Event of Default specified in Section 4.14 of this Fee Agreement.

"Facility" shall mean any such facility that the Company may cause to be constructed, acquired, modified or expanded in Oconee County, South Carolina on the land acquired by, leased by or on behalf of the Company for the Project.

"Fee Agreement" shall mean this Fee Agreement.

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

"FILOT Revenues" shall mean the payments in lieu of taxes which the Company is obligated to pay to the County pursuant to Section 4.1 hereof.

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

"Inducement Resolution" shall mean the resolution of the County Council adopted on September 17, 2013, authorizing the County to enter into the arrangements described herein.

"Infrastructure Tax Credits" shall mean the credit against the fee in lieu of tax payments to be made by the Company to the County on and for the Project in the Park, as authorized by Section 4-1-175 of the Code and Section 4.10 hereof.

"Investment Period" shall mean the period commencing January 1, 2013, and ending on the last day of the fifth (5<sup>th</sup>) property tax year following the property tax year in which this Agreement is executed.

"Minimum Investment" shall mean that the Company shall invest under and pursuant to the Fee Agreement not less than Twelve Million Dollars (\$12,000,000) in qualifying, new taxable investment in the Project by the end of the fifth (5<sup>th</sup>) year after the year of execution of the Fee Agreement, and that \$12,000,000 of that investment shall be maintained, without regard to depreciation, during the entire time that Infrastructure Credits are provided, hereunder, in accordance with the Act.

"Park" shall mean the industrial and business park created by the Park Agreement.

"Park Agreement" shall mean the Agreement for Development of an Industrial/Business Park for the Park between the County and Pickens County originally dated May 4, 1998 (the "Pickens Park"), as amended from time to time. The term of Park has been or is being extended and

will expire, as to the Project site, on December 31, 2023.

"Phase" or "Phases" in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

"Phase Termination Date" shall mean with respect to each Phase of the Project the day twenty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2038 or December 31, 2043, if an additional extension of time in which to complete the Project is hereinafter granted by the County pursuant to Section 12-44-30(13) of the Act, and utilized by the Company by making the required investments, or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Company under Section 12-44-30(21) of the Act, as amended, but only if the County subsequently agrees to such a maximum number of years exceeding twenty and such agreement is approved by the County Council and reduced to writing.

"Project" shall mean the Improvements and Equipment, together with the acquisition, construction, installation, design and engineering thereof, in phases, which shall constitute expansions or improvements of the Facility, and any Real Property which qualifies as Economic Development Property under the Act and becomes part of the Project pursuant to the provisions of this Agreement. The Project involves an initial investment of sufficient sums to qualify as a Project under the Act.

"Real Property" shall mean the real property described in Exhibit A attached hereto, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto and at which the Improvements and Equipment that comprises part

of the Project under the terms of this Fee Agreement is located, as well as any real property which, itself, qualifies as part of the Project, as set forth herein.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement:

(a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(b)(iii) of this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement pursuant to Section 4.5 hereof for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.8 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

"State" shall mean the State of South Carolina.

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

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

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

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

(b) The Project, as represented by the Company to the County, constitutes a "project" within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act. The Authorized County Representative is to take all administrative or managerial actions to be taken or consented to by the County pursuant to this Agreement.

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

(a) The Company is duly incorporated and in good standing under the laws of the State of Delaware, is qualified to do business in the State, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

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

(c) The Company intends to operate the Project as a "Project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a facility which manufactures cutting tools and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Company to locate the Facility and Project in the State.

(e) The Company anticipates that the cost of the project will be at least \$12,000,000 in qualifying taxable investment in eligible, Economic Development Property in the County within five (5) years of the end of the Company tax year in which this Agreement is executed. The Company will invest not less than Twelve Million Dollars (\$12,000,000) in Economic Development Property, subject to the fee in the Project by the end of the fifth succeeding year following the year of the execution of the Fee Agreement, or lose the benefits of this Agreement retroactively to the outset, with interest and repayment due to the County for both FILOT payments and Infrastructure Tax Credits, as though the Minimum Investment requirements of the Act had not been met. Should such \$12,000,000 Minimum Investment, without regard to depreciation, not be maintained, all as required by this Agreement and the Act, at any point in time, after having once been achieved, the

Company will lose the benefit of the Fee Agreement and Infrastructure Tax Credits and the Project will revert to normal tax treatment, pursuant to Section 12-44-140(B) of the Act, prospectively, from the point at which such maintenance requirement is lost.

### ARTICLE III

#### COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1    The Project.    The Company has acquired, constructed and/or installed or made plans for the acquisition, lease, construction, expansion and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project.

Section 3.2    Diligent Completion.    The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2018, or on or prior to December 31, 2023 if not less than \$12,000,000 of Economic Development Property is invested in the Project on or prior to December 31, 2018 and the County agrees to an extension of the Investment Period hereof by resolution. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due from and by it under the terms of this Fee Agreement, and provided that the Company may lose

the benefit of this Fee Agreement if it does not complete the Project, and may owe repayment to the County under the terms hereof in certain such circumstances.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax (“FILOT”) arrangement under Section 12-44-50(A)(1) of the Act, and to meet the investment representations of Section 2.2(f), hereof, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2018 or up to December 31, 2023, if an extension of time to complete Project is subsequently granted in writing by the County in its discretion pursuant to Section 12-44-30(13) of the Act, in non-exempt Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1:** Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 19 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.
- Step 2:** Apply an assessment ratio of six percent (6%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the nineteen years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.
- Step 3:** Multiply the taxable values, from Step 2, by the millage rate in effect for the Project site on June 30, 2013, which the parties believe to be 213.0 mils (which millage rate shall remain fixed for the term of this Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

Subject to the terms and provisions herein contained and with the consent of the County, with respect to each Phase, this Agreement shall be and remain in full force and effect for a term commencing on the date hereof, and ending at midnight on December 31 of the year which is the nineteenth (19<sup>th</sup>) year following the first year in which each Phase is placed in service, unless sooner terminated as herein permitted; provided that, if at the expiration of the term of this Agreement

payment of all FILOT Payments under this Section 4.01 relating to the operation of the Project during such term have not been made, such term shall expire on such later date as such payments shall have been made in full or so provided for; provided, further; that such extension of such term shall not increase the number of FILOT Payments for which the Company qualifies under this Section.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the level described in this Agreement for the investment in the Project without the express, written consent of the County.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was not and had not been Economic Development Property under the Act. In such event, any amount determined to be due

and owing to the County from the Company, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Cost of Completion. In the event that the cost of completion of the Project has not exceeded \$12,000,000 in non-exempt Economic Development Property, as required under Section 12-44-30(13) of the Act by December 31, 2018, at the Project in the Park by that date, then beginning with the payment finally due in 2019, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period will be terminated at that point. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project through and including 2018 using the calculations described in this Section, over, (ii) the total net amount of payments in lieu of ad valorem taxes (including Infrastructure Credits) actually made by the Company with respect to the Project through and including 2018. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided in the Act. Further, in the event, thereafter, that the investment in the Project, without regard to depreciation, once having achieved the Minimum Investment, falls below \$12,000,000 (without regard to depreciation), during the first ten (10) years that the Infrastructure

Credits are in effect, the payment in lieu of ad valorem taxes to be paid to the County by the Company from such respective point on, for the duration of this Fee Agreement shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period and payments in lieu of ad valorem taxes and Infrastructure Tax Credits will be terminated at that point at which the investment in the Project, without regard to depreciation, falls below such \$12,000,000.

Section 4.3    Payments in Lieu of Taxes on Replacement Property.    If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i)    to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal

to twenty (20) (or, if greater, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.4 Infrastructure Tax Credits. The County agrees that the Company shall be entitled to Infrastructure Tax Credits, to be taken as a set off against the FILOT payments for the Project in the Park owed, pursuant to Section 4.1, hereof, in each of ten (10) consecutive years of such FILOT payments, in an annual amount equal to twenty percent (20%) of the net FILOT payments (after payment of the MCIP partner county fee) generated by the Project in the Park commencing in the property tax year in which the total new, taxable investment of the Company in the Project equals or exceeds \$12,000,000 and continuing for the next nine (9) years thereafter, but not to exceed the actual cost of the Infrastructure, totally or in any given year. Such Infrastructure

Tax Credits may be taken by the Company only to the extent that such Company has invested in qualifying improvements as defined in Section 12-44-70 of the Act and Section 4-29-68(A)(2) of the South Carolina Code of Laws, 1976, as amended. The Company shall be responsible for certifying to the County the amount of Qualified Improvements incurred, and for claiming the credit on any tax (fee in lieu of tax) calculations required by law to be submitted by the Company. Based on this certification, the Treasurer of the County shall display and subtract the Infrastructure Tax Credits from the fee in lieu of tax payment statement sent to the Company for the duration of the Infrastructure Tax Credits. At no time shall the aggregate of Infrastructure Tax Credits received by the Company exceed the certified amount of Qualified Improvements.

Section 4.5 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; subject, always, however to the terms and provisions of Section 4.2 hereof.

Section 4.6 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time, place, method of payment, and penalties and enforcement of collection.

Section 4.7 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject to Section 4.2 and Section 4.5, hereof, the Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed

Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(b)(iii) hereof. The Company shall provide annual written notice to the County of the Removed Components in conjunction with the filing of the PT300 property tax form.

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

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

(b)    **Election to Rebuild.** In the event the Real Property in which the project is located is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Sections 4.2 and 4.5, hereof. Subject to the terms and provisions of this Agreement, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c)    **Election to Remove.** In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the

damaged portions of the Project shall be treated as Removed Components, subject to Section 4.2 and Section 4.5 hereof.

Section 4.9    Condemnation.

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

(b)    Partial Taking. In the event of a partial taking of the Real Property or a transfer in lieu thereof, and subject to Section 4.2 and Section 4.5, hereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.10    Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Provided, however, the Company may merge with or be acquired by another company so long as the surviving Company has a net asset value equal to or greater than that of the Company's net asset value.

Section 4.11 Indemnification Covenants. Except for matters represented or warranted by the County pursuant to Section 2.1 (a) and (c), the Company shall and agrees to indemnify and save the County, its employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement. The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County; the Company shall defend them in any such action, prosecution or proceeding with counsel reasonable acceptable to the County.

Section 4.12 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; or (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; and, the County (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise

divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Company, if the Company does provide such information to the County, if the Company will clearly and conspicuously mark such information as "Confidential" or "Proprietary", or both, then, in that event, prior to disclosing any confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.13 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company with the prior consent of the County, which consent will not unreasonably be withheld, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act.

Section 4.14 Events of Default. In addition to the specific events of default noted elsewhere herein, as to investment and job creation requirements, the following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Company to perform any of the material terms, conditions, obligations or covenants of the Company hereunder, other than those already noted in this Section 4.14 which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.15 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (a) Terminate the Fee Agreement and Infrastructure Tax Credits; or
- (b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement, including, without limitation, those actions previously specified in this Agreement.

Section 4.16 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.17 Reimbursement of Legal Fees and Expenses. The Company agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. Further if the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.18 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

## ARTICLE V

### MISCELLANEOUS

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

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

AS TO THE COMPANY: Sandvik, Inc.

WITH A COPY TO: J. Wesley Crum, III P.A.  
233 North Main Street, Suite 200F  
Greenville, South Carolina 29601  
Attention: J. Wesley Crum III, Esquire

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

**Section 5.3 Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

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

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

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

Section 5.7 Further Assurance. From time to time, and at the sole expense of the Company, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

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

Section 5.10 Force Majeure. To the extent recognized by the Act, and except as to FILOT Revenues, the Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

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

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Joel Thrift, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina

SANDVIK, INC.,  
a Delaware corporation

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

EXHIBIT "A"  
LAND DESCRIPTION

Tract 1

All that piece, parcel or tract of land together with the buildings and improvements thereon situate, lying and being in the State of South Carolina, County of Oconee, Tugaloo Township, on the north side of U.S. Highway 123, and containing approximately 8.54 acres; a unitary tract being composed of Tract A, containing 7.53 acres and Tract B, containing 1.01 acres, as shown and more fully described on a Plat thereof by Michael L. Henderson, PS #6946 of Cornerstone of Seneca, Inc. dated August 11, 1997, and recorded August 15, 1997 in Plat Book A512, Page 10, in the records of Oconee County, South Carolina, a copy of which is attached hereto as Exhibit "A-1" and made a part hereof.

Being the same premises conveyed by LAWRENCE F. YUDA and SANDRA YUDA by deed of THRIFT BROTHERS, INC. dated December 16, 1986 and recorded December 16, 1986 in Deed Book 480 page 16, Records of Oconee County, South Carolina, and the same premises conveyed to LAWRENCE F. YUDA and SANDRA YUDA by deed of VALENITE, INC. dated June 12, 1995 and recorded June 15, 1995 in Deed Book 821 page 121 Records of Oconee County, South Carolina, a portion of the premises conveyed to the CAP FAMILY LP by deed of LAWRENCE F. YUDA and SANDRA YUDA dated December 22, 2000 and recorded December 28, 2000 in Deed Book 1128 page 005, Records of Oconee County, South Carolina.

Tract 2

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Oconee, Tugaloo Township, containing approximately 12.227 acres, as shown and more fully described on a survey entitled "Property of Valenite, Inc." prepared by James G. Hart, Reg. L.S. #6674, dated February 12, 2003, revised June 20, 2003, a copy of which is attached hereto as Exhibit "A-2" and made a part hereof.

Being a portion of the premises conveyed to the CAP FAMILY LP by deed of LAWRENCE F. YUDA and SANDRA YUDA, dated December 22, 2000 and recorded December 28, 2000 in Deed Book 1128 at page 005, Records of Oconee County, South Carolina

**Cost/Benefit Analysis**  
**Project Flat**  
**Oconee County**

**Project Data**

New Building (Construction)	\$	-
Existing Building	\$	-
Land Cost	\$	-
Equipment (Less Pollution Cor	\$	12,000,000
Employees		22
Avg. Hourly Wage	\$	15.98
Avg. Salary	\$	31,960
Total Direct Payroll	\$	703,120

**Project Multipliers**

Income	1.37
Investment -- Construction	1.33
Investment -- Machinery	0.20

**Employment Impacts**

Employment -- Direct	22
<u>Employment -- Indirect</u>	<u>10</u>
Total Employment Impact	32

<b>Net Costs</b>	<u>Year 1</u>	<u>20-Year NPV</u>
Local	\$ 52,488	\$ 401,826
<u>Total State &amp; Local Costs</u>	<u>\$ 52,488</u>	<u>\$ 401,826</u>
 <b>Net Benefits</b>		
Local	\$ 96,391	\$ 352,974
Local Economy	\$ 4,800,016	\$ 6,201,343
<u>Total Local Benefits</u>	<u>\$ 4,896,406</u>	<u>\$ 6,554,318</u>

	<u>Year 1</u>	<u>20-Year NPV</u>
<b>Local Government Costs</b>		
Fee-in-Lieu of Property Taxes	\$ 17,558	\$ 116,950
MCP Split	\$ 1,485	\$ 7,492
Special Source	\$ 29,695	\$ 127,164
Gov't Services	\$ 1,410	\$ 117,627
Education Costs	\$ 2,340	\$ 32,594
Site Acquisition	\$ -	\$ -
Site Preparation	\$ -	\$ -
Site Utilities	\$ -	\$ -
Special Infrastructure	\$ -	\$ -
Equipment / Machinery	\$ -	\$ -
Special Development Financing	\$ -	\$ -
Consulting/ Special Studies	\$ -	\$ -
Waived Fees / Permits	\$ -	\$ -
Streamlined Approvals	\$ -	\$ -
<b>Total Value of Costs</b>	<b>\$ 52,488</b>	<b>\$ 401,826</b>
<b>Local Government Benefits</b>		
Taxes from existing building	\$ -	\$ -
Direct Property Taxes	\$ 148,473	\$ 749,164
New Residential Prop. Taxes		
Single family - (Owner occupied)	\$ 36	\$ 506
Single Family - (Rental)	\$ 14	\$ 201
Multi-family (Rental)	\$ -	\$ -
Prop. Taxes from New Autos	\$ 354	\$ 4,929
LOST from Const. Materials	\$ -	\$ -
LOST from Increase Retail Sales	\$ -	\$ -
LOST from Operational Supplies	\$ -	\$ -
Public Utilities	\$ -	\$ -
<b>Total Value of Benefits</b>	<b>\$ 148,878</b>	<b>\$ 754,801</b>
<b>Net Local Benefits</b>	<b>\$ 96,391</b>	<b>\$ 352,974</b>
<b>Local Benefit/Cost Ratio</b>	<b>2:1</b>	<b>1:1</b>
<b>Local Economy Benefits</b>		
Total Private Sector Benefits	\$ 4,800,016	\$ 6,201,343

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**ORDINANCE 2013-30**

**AN ORDINANCE TO AMEND SECTION 1-7, ENTITLED *GENERAL PENALTY; CONTINUING VIOLATIONS* OF CHAPTER 1, ENTITLED *GENERAL PROVISIONS*, OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council"), has previously adopted multiple Ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "Code of Ordinances"), as amended from time to time; and,

**WHEREAS**, Section 1-7, entitled *General penalty; continuing violations*, of the Code of Ordinances, sets forth the penalties and prescribes the restitution limits that may be ordered by magistrates in the County for any violation(s) of the Code of Ordinances; and,

**WHEREAS**, it has come to the attention of the County Council that the State law that sets forth the Restitution Limits that may be ordered by magistrates in the County for any violation(s) of the Code of Ordinances (the "Restitution Limits") has changed from the specific Restitution Limits set forth in Section 1-7, entitled *General penalty; continuing violations*, of the Code of Ordinances; and,

**WHEREAS**, due to the aforementioned changes in the State law that sets forth the Restitution Limits that may be ordered by magistrates in the County, the County Council finds that there is a need to enact an Ordinance that amends Section 1-7, entitled *General penalty; continuing violations*, of the Code of Ordinances, to amend the Restitution Limits so that said Restitution Limits are in concert and accord with State law; and,

**WHEREAS**, the County Council further finds there is a need to provide for a means to amend Section 1-7, entitled *General penalty; continuing violations*, of the Code of Ordinances, to make sure the Restitution Limits set forth in said Section of the Code of Ordinances are automatically updated to remain in concert and accord with any future change(s) in the State law that sets forth the Restitution Limits that may be ordered by magistrates in the County for any violation(s) of the Code of Ordinances; and,

**WHEREAS**, based on the above findings of fact, the County Council hereby desires to amend Section 1-7, entitled *General penalty; continuing violations*, of the Code of Ordinances, in regard to the Restitution Limits of the Code of Ordinances:

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

1. The statements of fact and policy from the preamble of this Ordinance are hereby adopted, as findings of fact, by the County Council, in their entirety, and are hereby

adopted by reference, as part of the ordaining language of this Ordinance as fully as if set forth verbatim herein. It is the specific intent of the County Council to enact an ordinance that is fully authorized by the laws and the Constitutions of the United States and the State, and is consistent with and does not violate State or national law.

2. The entire content of the current Section 1-7, entitled *General penalty; continuing violations*, of the Code of Ordinances, is hereby revoked, stricken, rewritten, and replaced in its entirety with the rewritten Section 1-7 set forth in **Exhibit A**, which is hereby incorporated herein as fully as if set forth verbatim herein.
3. The County Administrator, upon the advice and recommendation of the County Attorney, is hereby authorized and directed to take any and all actions required of the County, or that he may deem desirable in his sole discretion, to give effect to the acts of the County Council as contemplated herein.
4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination should not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
5. All ordinances, orders, resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in **Exhibit A** hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior County acts, actions, or decisions of the County or the County Council, in any regard, except as explicitly and specifically stated herein
6. All other terms, provisions, sections, and contents of the Code of Ordinances not specifically affected hereby remain in full force and effect.
7. This Ordinance shall take effect and be in full force and effect from and after the third reading and the public hearing and enactment by the County Council in accordance with the County Code.

Ordained in meeting, duly assembled, this 5<sup>th</sup> day of November, 2013.

**ATTEST:**

\_\_\_\_\_  
Elizabeth Hulse,  
Clerk to Oconee County Council

\_\_\_\_\_  
Joel Thrift,  
Chairman, Oconee County Council

First Reading:       October 1, 2013  
Second Reading:     October 15, 2013  
Third Reading:       November 5, 2013  
Public Hearing:       November 5, 2013

## EXHIBIT A

The rewritten Section 1-7, entitled *General penalty; continuing violations*, of the Oconee County Code of Ordinances, adopted as of November 5, 2013 by Ordinance 2013 - 30 shall read as follows:

**“Sec. 1-7. General penalty; continuing violations.**

- (a) Whenever in the Oconee County Code of Ordinances or in any ordinance of the County any act is: prohibited, declared to be unlawful an offense or misdemeanor, the doing of any act is required, the failure to do any act is declared to be unlawful an offense or misdemeanor, and if no specific penalty is provided for the violation(s), the violation(s) of any such provision of this Code of Ordinances, or any such ordinance of the County, shall be subject to a fine and/or imprisonment in an amount not to exceed the jurisdictional limits granted to a magistrate court in the County under South Carolina law. In addition, a magistrate court may order restitution in an amount not to exceed the jurisdictional limits granted to a magistrate court, at the time of such order, in the County under South Carolina law. In determining the amount of restitution to order, the magistrate shall determine and itemize the actual amount of damage or loss in the order. In addition, the magistrate may set an appropriate payment schedule. A magistrate may hold a party in contempt for failure to pay the restitution ordered if the magistrate finds the party has the ability to pay.

Each day any violation of this Code of Ordinances or any such ordinance, resolution, rule, regulation or order shall continue to exist constitutes, except where otherwise provided, a separate offense.

- (b) All ordinances of Oconee County adopted prior hereto, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances, and which purport to create any criminal offense or prescribe any criminal penalty, and which are finally held by a court of competent jurisdiction to be in violation of Article VIII Section 14 of the Constitution of South Carolina, are hereby automatically amended upon and only upon such holding, and without any further act or action required of any body or entity, to create an infraction, instead, and the conduct described therein is hereby automatically deemed, upon such holding only, and without any further act or action required of any body or entity, to be a public nuisance in accordance with the opinion of the South Carolina Supreme Court in *Foothills Brewing Concern Inc. v. City of Greenville* 377 S.C. 154, 480 S.E.2d 718 (2008), and the civil penalty for violation of any such infraction shall be imposed against the violator, up to the maximum amount which is authorized by State law, for the commission of an infraction created by a County ordinance, on the date the violation was committed; provided, however, the amount of the civil fine shall not be so

great as to violate the holding of the opinion of the South Carolina Supreme Court in *Beachfront Entertainment Inc. vs. Town of Sullivan's Island, S.C.*, S.E.2d (2008). To the extent allowed by law, the civil fine may be enrolled with the clerk of court as a judgment and collected in the manner provided by law for judgment liens.

- (c) Any ordinance adopted subsequent to the effective date of the ordinance from which this Section derives, which, subsequent to adoption, is codified in the Oconee County Code of Ordinances, shall create a criminal violation, punishable as set forth in subsection (a), above; to the extent allowed by Article VIII Section 14 of the Constitution of South Carolina, and otherwise, shall create an infraction, punishable as set forth in subsection (b), above.
- (d) In the event specific penalties are provided by and within Sections of the Oconee County Code of Ordinances, such specific penalties shall apply, otherwise the general penalties as set forth in subsections 1-7(a), (b) and (c), above, shall apply.”

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STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**ORDINANCE 2013-33**

**AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF THE TRANSFER OF AUTHORITY FOR CONDUCTING MUNICIPAL ELECTIONS FOR THE CITY OF SENECA, AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT OR EMBODYING DOCUMENT INCLUDING THE TERMS OF ANY AGREEMENT; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its governing body, the Oconee County Council (the "County Council"), has previously adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "County Code"), as amended, from time to time; and,

**WHEREAS**, pursuant to the authority established in Article VIII, Section 13 of the State Constitution, and particularly the authority established in Section 6-1-20 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), local governments, including counties, municipalities, and special service districts, may enter into intergovernmental agreements (the "Agreement") with each other to provide joint public facilities and services when considered mutually desirable; and,

**WHEREAS**, the city of Seneca (the "City") is a municipality of the State and County, pursuant to the authority established in Section 5-1-10 of the Code, and is declared to be a perpetual body, politic and corporate, entitled to exercise all the powers and privileges provided for a municipal corporation in this State; and,

**WHEREAS**, Section 5-15-145 of the Code provides for the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections from a City's Municipal Election Commission (the "City Commission") to a County's Voter Registration and Election Commission (the "County Commission") upon the adoption of an appropriate ordinance by the governing body of the municipality transferring all authority, powers, duties, and responsibilities, and the adoption of an appropriate ordinance by the county governing body accepting the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections with both ordinances embodying terms of the Agreement related to such transfer; and,

**WHEREAS**, pursuant to the foregoing authorities the City has indicated a desire to transfer all authority, powers, duties, and responsibilities for conducting municipal elections within the City to the County Commission, and has commenced proceedings for the adoption of Ordinance Number 2013-15 for the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the City from the City's Commission to the County's Commission; and,

**WHEREAS**, the County Council finds that the County's Commission is willing to assume the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the City upon the terms and conditions outlined in this Ordinance and embodied in the attached Agreement, and the County Council finds that it is proper, appropriate and in the public interest for the County Council to adopt this Ordinance accepting the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections from the City's Commission to the County's Commission, on the terms and conditions herein contained and embodied in the attached Agreement. A copy of the Agreement is attached hereto as **Exhibit A**, and is hereby incorporated by reference as fully as if set forth verbatim herein; and,

**WHEREAS**, pursuant to the foregoing authorities, the City and the County, through authorization from their respective governing bodies, as required by the Code, desire to authorize the execution and delivery of an Agreement that: provides for the transfer of all authority for conducting municipal elections in the City from the City's Commission to the County's Commission; defines the authority, powers, duties, and responsibilities assumed by the County's Commission for the conduct of municipal elections in the City; and, provides for reimbursement of all costs and expenses incurred by the County's Commission in the conduct of such municipal elections:

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

1. The statements of fact and policy from the preamble of this Ordinance are hereby adopted, as findings of fact, by the County Council, in their entirety, and are hereby adopted by reference, as part of the ordaining language of this Ordinance as fully as if set forth verbatim herein. It is the specific intent of the County Council to enact an ordinance that is fully authorized by the law and Constitution of the State, and is consistent with and does not violate State law.
2. The attached form of the Agreement, attached hereto as **Exhibit A**, is hereby incorporated herein as fully as if set forth verbatim herein, in the form attached to this Ordinance and presented to the County Council meeting at which this Ordinance is to be approved, and is hereby adopted and approved, for execution by the County.
3. The Chairman of County Council, upon the advice and recommendation of the County Attorney, and the County, acting by and through the Chairman of County Council, are hereby authorized to execute and deliver the attached Agreement, and to implement the Agreement, in the form approved hereby, or with such changes as do not materially adversely affect the County, upon the advice and recommendation of the County Attorney, all subject to the terms and provisions thereof.
4. The County Council, as the governing body of the County and on behalf of the County, hereby accepts all authority powers, duties, and responsibilities to conduct municipal elections in the City, and through the execution and implementation of the attached Agreement all such authority, powers, duties, and responsibilities shall be transferred

from the City's Commission to the County's Commission, all subject to the terms of the attached Agreement.

5. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
6. All ordinances, orders, resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the Agreement attached hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior County acts, actions, or decisions of the County or the County Council, in any regard, except as explicitly and specifically stated herein.
7. All other terms, provisions, and parts of the County Code not amended hereby, directly or by implication, shall remain in full force and effect.
8. This Ordinance shall take effect and be in full force and effect from and after the third reading and the public hearing and enactment by the County Council in accordance with the County Code.

Ordained in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2013.

**ATTEST:**

\_\_\_\_\_  
Elizabeth Hulse,  
Clerk to Oconee County Council

\_\_\_\_\_  
Joel Thrift,  
Chairman, Oconee County Council

First Reading:           October 15, 2013 [title only]  
Second Reading:       November 5, 2013  
Public Hearing:           \_\_\_\_\_  
Third Reading:           \_\_\_\_\_

**CITY OF SENECA, SOUTH CAROLINA  
ORDINANCE NUMBER 2013-15**

**AN ORDINANCE AUTHORIZING THE TRANSFER OF AUTHORITY FOR  
MUNICIPAL ELECTIONS FOR THE CITY OF SENECA TO OCONEE  
COUNTY AND AUTHORIZING AN INTERGOVERNMENTAL  
AGREEMENT OR EMBODYING DOCUMENT INCLUDING THE TERMS  
OF ANY AGREEMENT; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS, the City of Seneca, South Carolina (the "City"), a municipal corporation and body politic and political subdivision duly organized and existing under the laws of the State of South Carolina (the "State"), acting by and through its governing body, the Seneca City Council (the "City Council"), has previously adopted certain ordinances for the effective, efficient governance of the City; and,**

**WHEREAS, pursuant to the authority established in Article VIII, Section 13 of the State Constitution, and particularly the authority established in Section 6-1-20 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), local governments, including counties, municipalities, and special service districts, may enter into intergovernmental agreements (the "Agreement") with each other to provide joint public facilities and services when considered mutually desirable; and,**

**WHEREAS, Section 5-15-145 of the Code provides for the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections from a City's Municipal Election Commission (the "City Commission") to a County's Voter Registration and Election Commission (the "County Commission") upon the adoption of an appropriate ordinance by the governing body of the municipality transferring all authority, powers, duties and responsibilities, and the adoption of an appropriate ordinance by the county governing body accepting the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections with both ordinances embodying terms of the Agreement related to such transfer; and,**

**WHEREAS, pursuant to the foregoing authorities the City desires to transfer all authority, powers, duties, and responsibilities for conducting municipal elections within the City to Oconee County (the "County"), and to that end the City has proposed this Ordinance to City Council to authorize the execution and implementation of an Agreement to transfer all authority, powers, duties, and responsibilities for conducting municipal elections in the City from the City's Commission to the County's Commission. A copy of the Agreement is attached hereto as Exhibit "A", and is hereby incorporated by reference as fully as if set forth verbatim herein; and,**

**WHEREAS, pursuant to the foregoing authorities the County Council has found or will find the County's Commission is willing to assume the transfer of all authority powers, duties and responsibilities for conducting municipal elections in the City upon the terms and conditions outlined in the attached Agreement, and have commenced proceedings for the adoption of Ordinance Number 2013-\_\_\_\_\_ that accepts the transfer of all authority, powers,**

duties, and responsibilities for conducting municipal elections from the City's Commission to the County's Commission; and,

WHEREAS, pursuant to the foregoing authorities, the City and the County, through authorization from their respective governing bodies, as required by the Code, desire to authorize the execution and delivery of an Agreement that: provides for the transfer of all authority for conducting municipal elections in the City from the City's Commissions to the County's Commission; defines the authority, powers, duties, and responsibilities assumed by the County's Commission for the conduct of municipal elections in the City; and, provides for reimbursement of all costs and expenses incurred by the County's Commission in the conduct of such municipal elections:

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

1. The statements of fact and policy from the preamble of this Ordinance are hereby adopted, as findings of fact, by the City Council, in their entirety, and are hereby adopted by reference, as part of the ordaining language of this Ordinance as fully as if set forth verbatim herein.

2. The attached form of the Agreement, attached hereto as Exhibit "A", is hereby incorporated herein as fully as if set forth verbatim herein, in the form attached to this Ordinance and presented to the City Council meeting at which this Ordinance is to be approved, and is hereby adopted and approved, for execution by the City.

3. The Mayor, upon the advice and recommendation of the City Attorney, and the City, acting by and through the City Council, are hereby authorized to execute and deliver the attached Agreement, and to implement the Agreement, in the form approved hereby, or with such changes as do not materially adversely affect the City, upon the advice and recommendation of the City Attorney, all subject to the terms and provisions hereof.

4. The City Council, as the governing body of the City hereby transfers all authority powers, duties, and responsibilities to conduct municipal elections in the City, and through the execution and implementation of the attached Agreement all such authority powers, duties and responsibilities shall be transferred from the City's Commission to the County's Commission, all subject to the terms of the attached Agreement.

5. Should any part or provisions of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdictions, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

6. All ordinances, orders, resolutions, and actions of the City Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked and rescinded. However, nothing contained herein, or in the Agreement attached hereto, shall cancel, void, or revoke or shall be interpreted as cancelling, voiding or revoking in any

regard any prior City acts, actions or decisions of the City or the City Council, in any regard, except as explicitly and specifically stated herein.

7. All other terms, provisions and parts of the City Code not amended hereby, directly or by implication, shall remain in full force and effect.

8. This Ordinance shall take effect and be in full force and effect from and after the second reading and the public hearing and enactment by the City Council in accordance with the City Code.

PROPOSED ORDINANCE APPROVED AS TO FORM this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

  
MICHAEL J. SMITH, City Attorney

APPROVED AND RATIFIED on First Reading this 13<sup>th</sup> day of August, 2013  
by a vote of

8 YES                      0 NO                      ABSTAIN

  
Joel Seavey, Clerk

APPROVED, RATIFIED AND ADOPTED on Second and Final Reading this 10<sup>th</sup> day of September, 2013 by a vote of:

8 YES                      0 NO                      ABSTAIN

Attest:  Mayor  
 Clerk

EXHIBIT "A"

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE ) INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between THE CITY OF SENECA, a municipal corporation duly organized and existing under the laws of the State of South Carolina, hereinafter referred to as the "City", and OCONEE COUNTY, a body politic and corporate and political subdivision of the State of South Carolina, hereinafter referred to as the "County".

WHEREAS, pursuant to the authority established in Article VIII, Section 13 of the State Constitution, and particularly the authority established in Section 6-1-20 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), local governments, including counties, municipalities and special service districts, may enter into intergovernmental agreements (the "Agreement") with each other to provide joint public facilities and services when considered mutually desirable; and,

WHEREAS, Section 5-15-145 of the Code provides for the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections from a City's Municipal Election Commission (the "City Commission") to a County's Voter Registration and Election Commission (the "County Commission") upon the adoption of an appropriate ordinance by the governing body of the municipality transferring all such authority, powers, duties and responsibilities, and the adoption of an appropriate ordinance by the county governing body accepting the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections with both ordinances, etc.; and,

WHEREAS, pursuant to the foregoing authorities the City has indicated a desire to transfer all authority, powers, duties, and responsibilities for conducting municipal elections within the City to the County Commission and have commenced proceedings for the adoption of ordinances for the transfer of all authority, powers, duties and responsibilities for conducting municipal elections in the City from the City's Commission to the County's Commission; and,

WHEREAS, pursuant to the foregoing authorities, the County Commission is willing to assume the transfer of all authority, powers, duties and responsibilities for conducting municipal elections in the City and the County has approved the adoption of Ordinance Number 2013-\_\_\_\_ authorizing an Agreement that accepts the transfer of all authority, powers, duties and responsibilities for conducting municipal elections from the City's Commission to the County's Commission; and,

WHEREAS, pursuant to the foregoing authorities, the City and the County through authorization from their respective governing bodies, as required by the Code desire to enter into an Agreement that: provides for the transfer of all authority, powers, duties and responsibilities for conducting municipal elections in the City from the City's Commissions to the County's Commission; defines the authority, powers, duties, and responsibilities assumed by the County's

**Commission for the conduct of municipal elections in the City; and, provides for reimbursement of all costs and expenses incurred by the County's Commission in the conduct of such municipal elections.**

**NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the City of Seneca and Oconee County (collectively the "Parties" or singularly the "Party") agree as follows:**

**1. The City hereby and by the City Ordinance authorizing the execution and delivery of this Agreement transfers all authority, powers, duties and responsibilities for conducting municipal elections within the City from the City's Commission to the County's Commission.**

**2. The County hereby and by County Ordinance Number 2013-\_\_\_\_\_ authorizing the execution and delivery of this Agreement, accepts the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the City and all such authority, powers, duties and responsibilities shall be transferred from the City's Commission to the County's Commission.**

**3. The County's Commission shall advertise municipal elections, prepare and distribute ballots and election materials, appoint managers of elections for each polling place and otherwise supervise and conduct all municipal elections within the City.**

**4. The County's Commission shall begin to count and continuously count the votes cast and make a statement of the whole number of the votes cast in such elections together with the number of votes cast for each candidate for mayor and councilperson., canvass the vote and publicly display the unofficial results immediately upon the closing of the polls at any municipal election in the City.**

**5. The County's Commission shall certify the results of the elections and transmit the certified results to the City council or an appointed authority representing the City government as soon as practicable following the certification.**

**6. The County's Commission shall accept candidate filings and filing fees, including, but not limited to notices of candidacy, candidacy pledges, hear and decide protests and certify results of municipal elections.**

**7. The County's Commission shall utilize an Automated Election System and computer counting with the count publicly conducted.**

**8. The County's Commission shall take such other action as may be necessary or appropriate to conduct municipal elections and certify the results.**

**9. The County's Commission shall provide invoices and/or other documentation to the City of all costs and expenses incurred in the conduct of City Municipal elections, protests,**

**certification of results, litigation or other related or similar costs which may be incurred, not specifically mentioned in this Agreement.**

**10. The City shall reimburse the County's Commission for all costs incurred in providing ballots, advertising elections, printing costs, postage, transportation costs, temporary help, programming charges, poll managers' compensation and all other related expenses incurred in its conduct of municipal elections in the City.**

**11. In the event a protest is filed or litigation is commenced in connection with the conduct of municipal elections, the City shall pay all court costs, attorney fees, court reporter fees and costs, and other costs and expenses incurred in such protest or litigation.**

**12. Each party shall defend and pay all claims for damages to person and/or property, including court costs and attorney's fees, against it arising out of or in any way connected with the performance of this Agreement by the County, its agents and employees. Both Parties agree to immediately notify the other Party of any civil action arising out of the operation of this Agreement.**

**13. The City shall give its full and complete cooperation to the county, and provide any reasonable assistance which may be requested by the County related to the administration and enforcement of the terms and provisions of this Agreement.**

**14. If any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect and such determination shall not affect the rest and remainder of this Agreement, all of which is hereby deemed separable. In the event such invalid or unenforceable provision is considered an essential element of this Agreement, the Parties shall promptly renegotiate an enforceable replacement provision.**

**15. This Agreement shall become effective upon the date of execution by the last Party to sign and receipt of pre-clearance and positive response to the transition of authority, powers, duties and responsibilities for conducting municipal elections from the United States Justice Department, and shall be for an indefinite time unless terminated in accordance with the provisions of Paragraph Sixteen (16) of this Agreement.**

**16. This Agreement may be terminated at any time by either of the Parties upon at least sixty (60) days written notice to the other of its intent to terminate or to withdraw authorization for the Agreement. Such written notice may be given by either Party, and shall be deemed to have been duly give, if either Party personally delivers or mails (as of the postmark date) its intent to terminate and withdraw its authorization for the Agreement to the respective addresses stated below:**

**To the County at:      County of Oconee  
                                 Attn: County Administrator  
                                 415 S. Pine Street  
                                 Walhalla, SC 29691**

To the City at: City of Seneca  
Attn: Mayor  
P.O. Box 4773  
Seneca, SC 29679

Either of the Parties may, at any time, change the address for notices to such Party by delivering or mailing a notice at least five (5) days prior to such address change, and setting forth the changed address.

17. This Agreement shall only be modified or amended with the mutual consent and approval of the Parties in writing.

18. This Agreement contains all matters considered by the Parties and shall constitute the complete and entire agreement between the Parties and no statement or representation not contained herein shall be valid.

19. All other Agreements, orders, resolutions, ordinances or parts of continuances inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked and rescinded. However, nothing contained herein, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior City or County acts, actions or decisions of the City or County or the City or County Council, in any regard, except as explicitly and specifically stated herein.

20. This Agreement shall be construed and enforced under the laws of the State of South Carolina.

WITNESS our hands and seals this 10<sup>th</sup> day of September, 2013.

WITNESSES:

Paul Seavey  
City of Seneca

CITY OF SENECA, SOUTH CAROLINA

By: Daniel W. Alexander

Daniel W. Alexander, Mayor City of Seneca  
Seneca, South Carolina

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

OCONEE COUNTY, SOUTH CAROLINA

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

Joel Thrift, Chairman, Oconee County Council  
Oconee County, South Carolina

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** November 5, 2013

**COUNCIL MEETING TIME:** 6:00 PM

**ITEM TITLE [Brief Statement]:**

First Reading [in title only] of Ordinance 2013-34 "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO"

**BACKGROUND DESCRIPTION:**

The proposed ordinance, 2013-34 (Brown Adjacent), stems from a request submitted by Mr. George P. Brown Jr. The request consists of 1 parcel totaling 105 acres along Forest Path Trl. in the Walhalla area. The parcel is located in the rural suburban area on the Future Land Use Map.

The parcel is adjacent to a parcel that was rezoned into the Traditional Rural District on 12/06/2011 (2011-18 Neville Request).

As submitted, parcel 131-00-02-021, currently in the Control Free District, would be rezoned into the Traditional Rural District.

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

None

**STAFF RECOMMENDATION [Brief Statement]:**

It is staff's recommendation that Council [1] take first reading (in title only) of Ordinance 2013-34, and [2] refer the matter to the Planning Commission for the required review.

**FINANCIAL IMPACT [Brief Statement]:**

None

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

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

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

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

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

**ATTACHMENTS**

Maps of current zoning, rezoning proposal as submitted, and the request's location on the Future Land Use Map.

Submitted or Prepared By:

Approved for Submittal to Council:

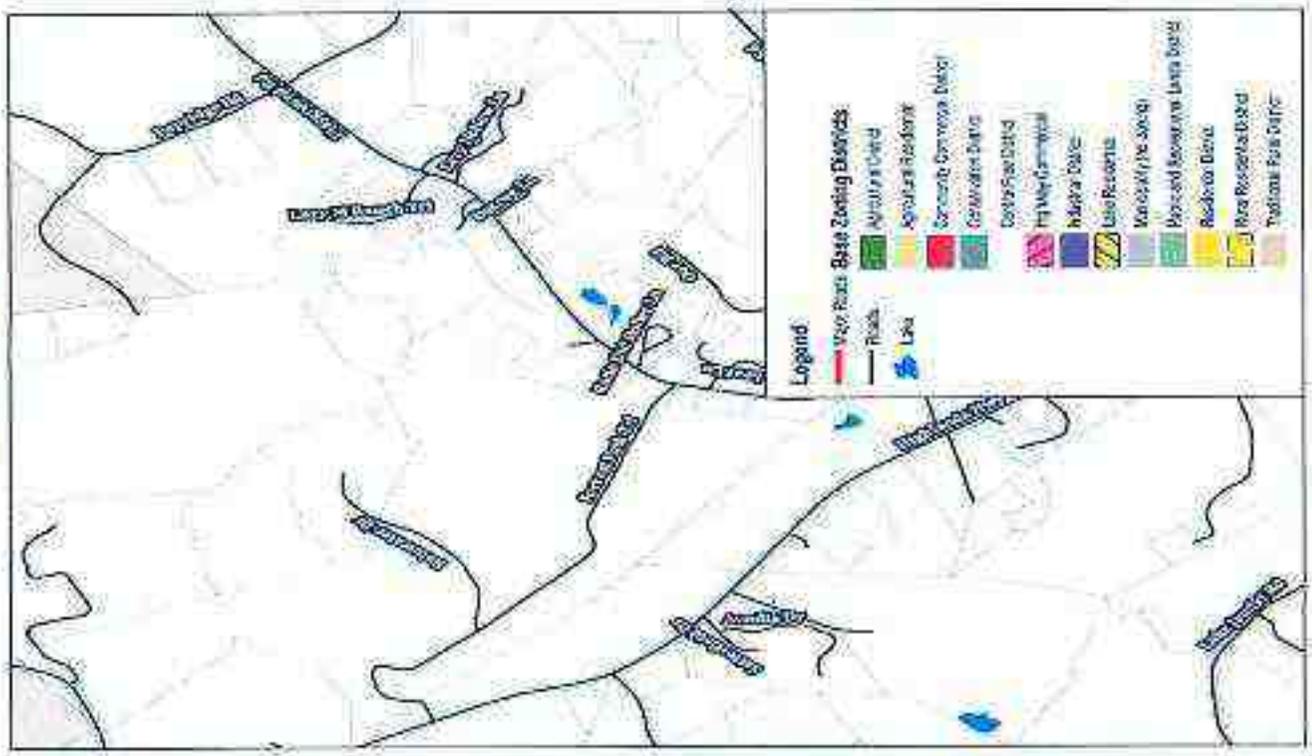
  
Department Head/Elected Official

\_\_\_\_\_  
T. Scott Moulder, County Administrator

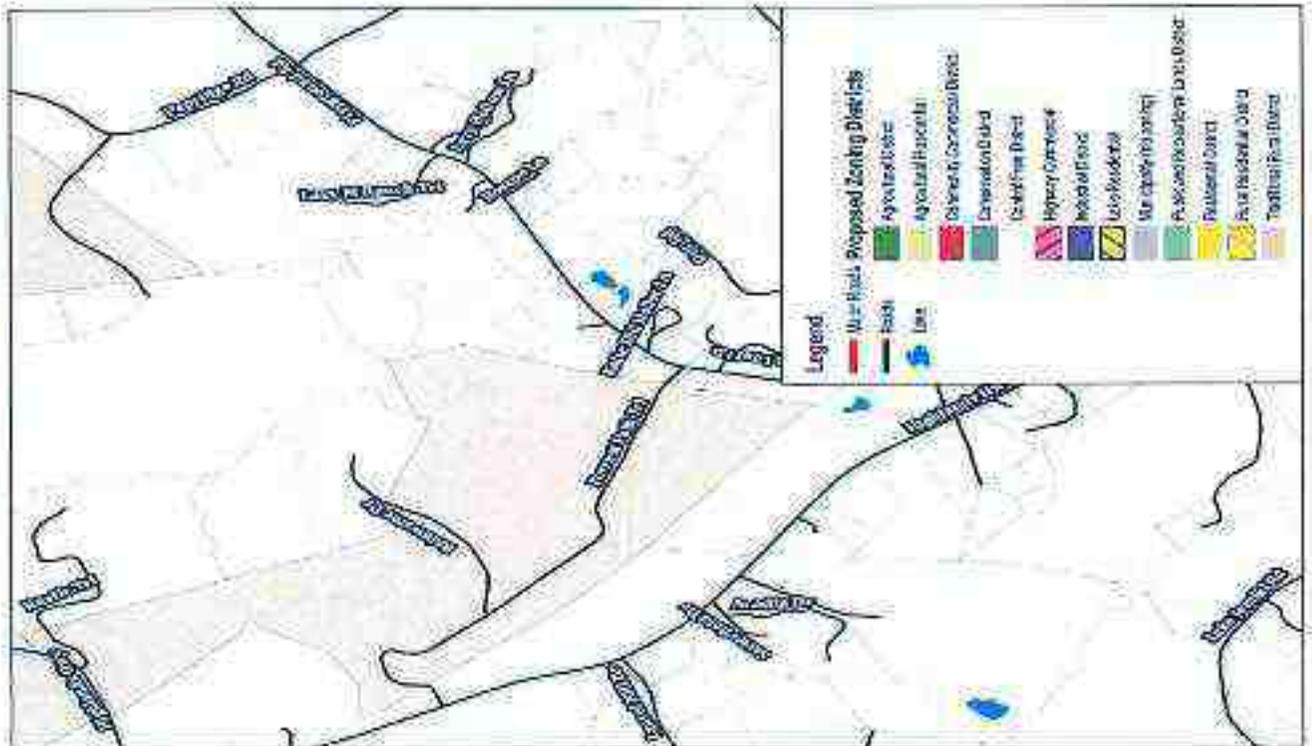
*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility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

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

Current Zoning



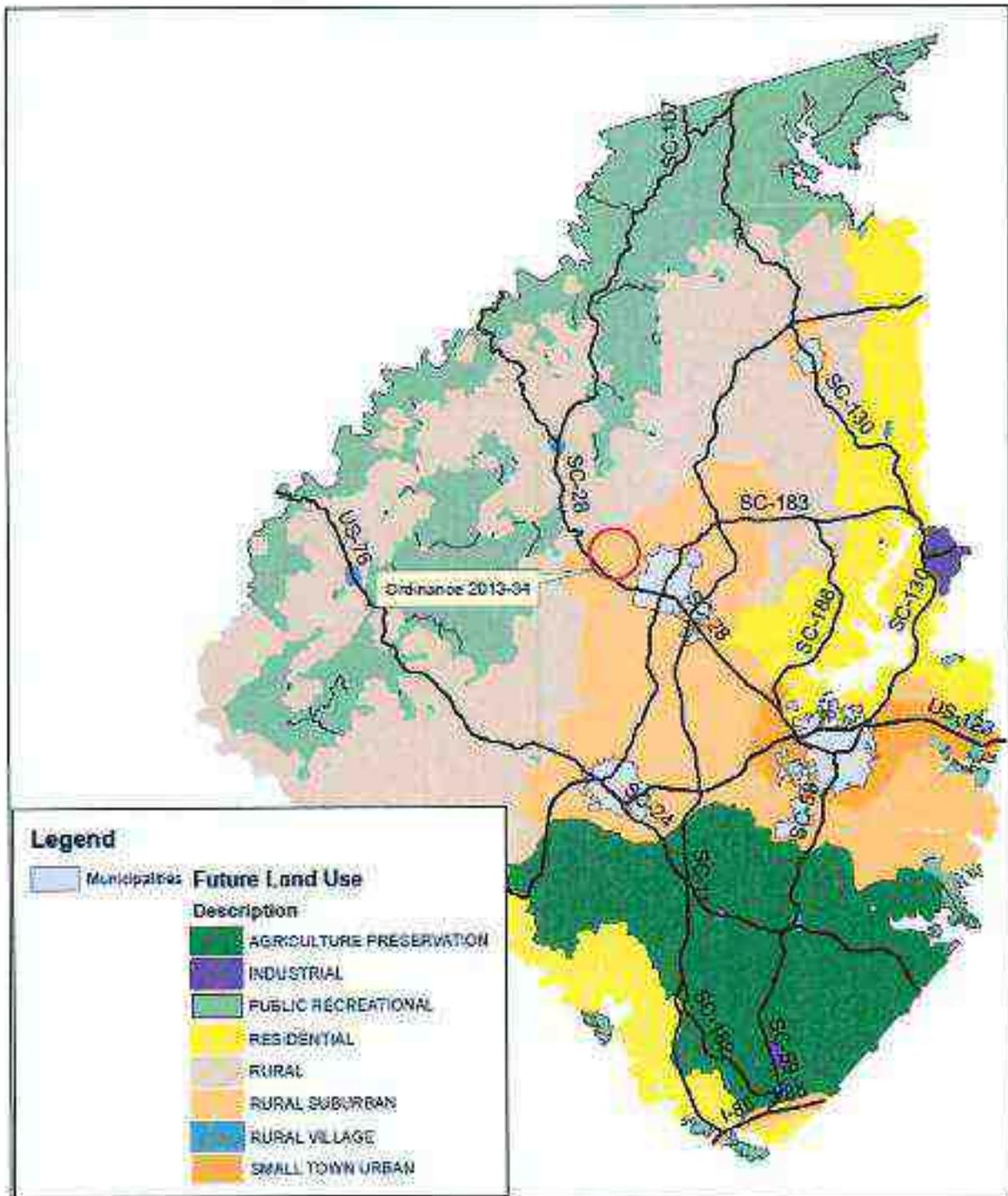
Proposed Zoning- 2013-34 Brown Adjacent



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

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

### Ordinance 2013-34 Request Brown Adjacent Future Land Use Map Location



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## WALHALLA FIRE DEPARTMENT

207 E. N. Broad St.  
Walhalla, S.C. 29691  
(864)-638-4345 Business  
(864)-638-2444 Fax

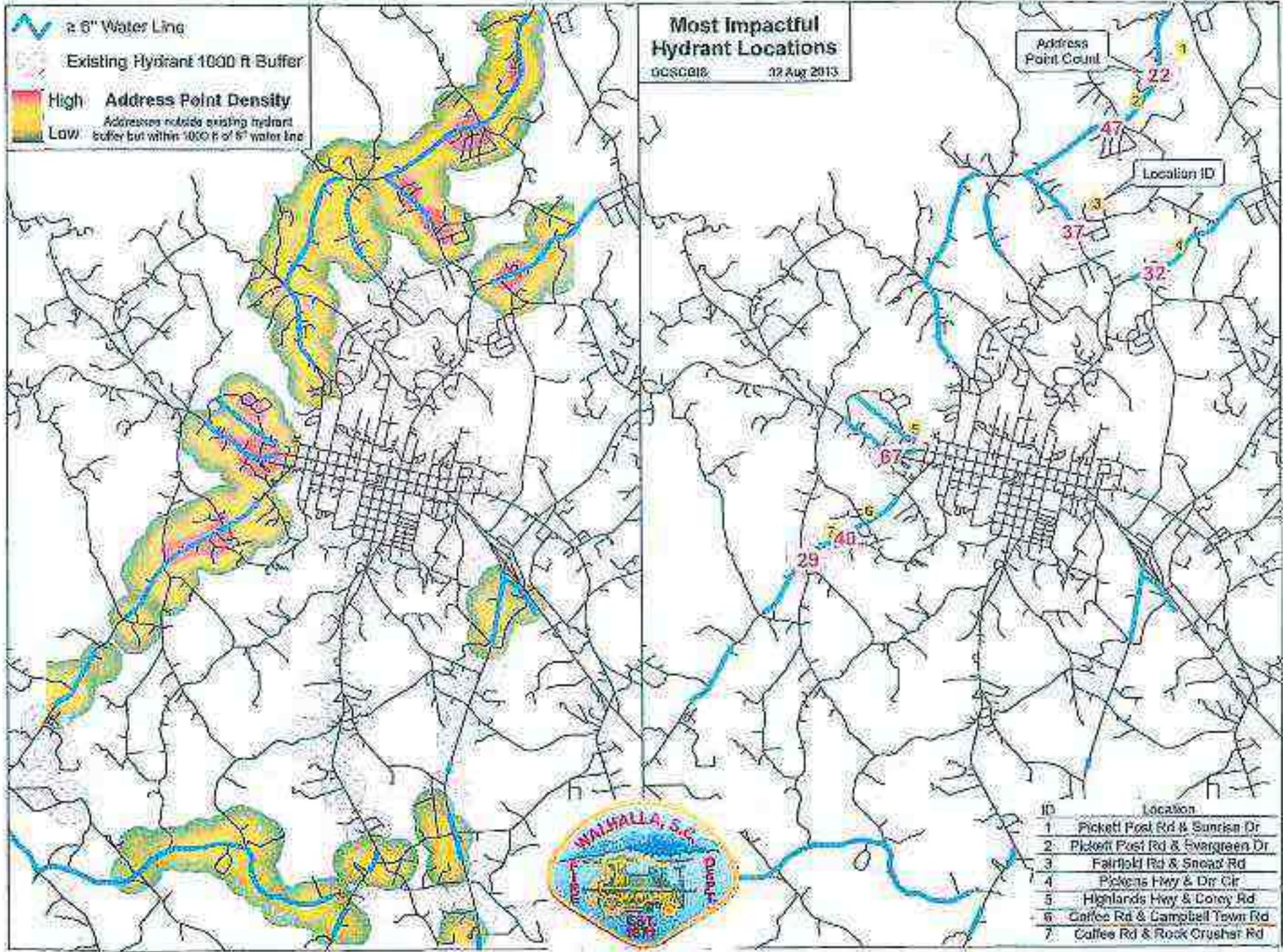
The City of Walhalla Fire Department would like to look at putting fire hydrants in the unincorporated area of our fire district to help lower I.S.O. in that area. After looking at the water system we can only install seven fire hydrants in the system due to the size of the water lines. Each fire hydrant will cost around \$5300.00. We had Lisa from GIS to do a survey of the water lines and she came up with the most impactful Hydrant Locations. After speaking with the City Council they have ask if I would meet with Oconee County to see if they could help with funding this project. Total cost to install seven fire hydrants would be around \$ 37,100.

THANK YOU  
Fire Chief: John D Kelley

# 274 Houses

 ≥ 6" Water Line  
 Existing Hydrant 1000 ft Buffer  
 High Address Point Density  
 Addresses outside existing hydrant buffer but within 1000 ft of 6" water line

**Most Impactful Hydrant Locations**  
 06/06/2018 07 Aug 2013



ID	Location
1	Pickett Post Rd & Sunrise Dr
2	Pickett Post Rd & Evergreen Dr
3	Fairfield Rd & Sneag Rd
4	Pickens Hwy & Dr Cir
5	Highlands Hwy & Corey Rd
6	Calfee Rd & Campbell Town Rd
7	Calfee Rd & Rock Crusher Rd



**PROCUREMENT - AGENDA ITEM SUMMARY**  
**OCONEE COUNTY, SC**

COUNCIL MEETING DATE: November 5, 2013

**ITEM TITLE:**

**Title:** Playground Equipment for South Cove Park

**Department:** PRI

**Amount:** \$71,726.90

**FINANCIAL IMPACT:**

Procurement was approved by Council in Fiscal Year 13-14 budget process for \$75,000.00, as part of the Lease Purchase.

COOPERATIVE PROCUREMENTS: Anderson School District Five Bid # 5274-11/12

Finance Approval: Mark H. Ballew

**BACKGROUND DESCRIPTION:**

This purchase is for playground equipment for South Cove Park. The existing playground is between 25 and 30 years old. The County will remove the existing structure and prepare the site. Cunningham Recreation/GameTime, Inc. will install the new playground and the "nature curbs" border which will include the existing swing area. Then the County will install wood mulch that is playground approved throughout the entire area. The new playground is recommended for children ages five to twelve and will also be handicap accessible.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The pricing for this purchase is per a bid awarded by the Anderson School District Five which allows for a 39% discount off the list price of the GameTime playground equipment from their local distributor, Cunningham Recreation. This bid was awarded in June of 2012 with renewals for the next four years for a total of five years. This pricing was lower than the 22% discount from US Communities, a national cooperative purchasing program. There was \$75,000 budgeted for this playground from Lease Purchase funds.

**ATTACHMENT(S):**

1. Quote from Cunningham Research
2. Drawing of proposed playground
3. 3-D Picture of proposed playground

**STAFF RECOMMENDATION:**

Staff recommends awarding the purchase of playground equipment for South Cove Park to GameTime, Inc., located in Ft. Payne, AL, in the amount of \$71,726.90.

Submitted or Prepared By: Robyn Courtney  
Robyn Courtney, Procurement Director

Approved for Submittal to Council:

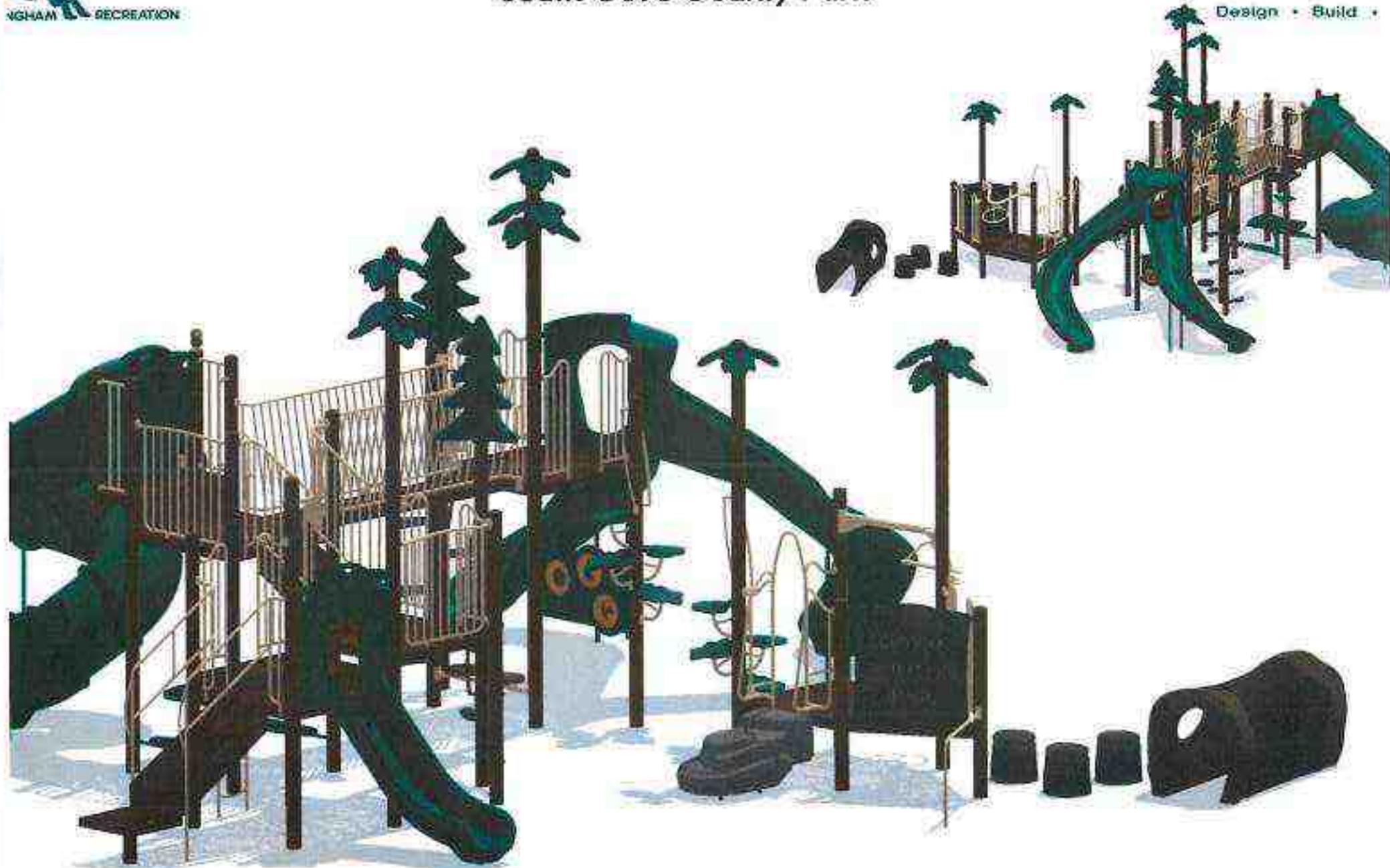
T. Scott Moulder  
T. Scott Moulder, County Administrator

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

# South Cove County Park

Design • Build •





GameTime c/o Cunningham Recreation  
 PO Box 240981  
 Charlotte, NC 28224  
 800.438.2780  
 704.525.7356 FAX

QUOTE  
 #87557

10/21/2013

South Cove County Park Phase 1 (revised-5)

Oconee County PRT  
 Attn: Phil Shirley  
 1699 South Cove Road  
 Seneca, SC 29672  
 Phone: 864-888-1488  
 Fax: 864-888-1489  
 pshirley@oconeesc.com

Ship To Zip: 29672

Qty	Part #	Description	List \$	Est. List \$	% Disc.	Selling \$	Est. Selling \$
1	178749	GameTime - Owner's Kit	\$49.00	\$49.00	0	\$49.00	\$49.00
1	RDU	GameTime - Powerscape Modular Unit (5-12), per attached drawing (1) 4840 -- Answer Wheel Ass'y (1) 4842 -- Echo Chamber Ass'y (1) 80195 -- Leaf Topper (1) 80196 -- Double Leaf Topper (1) 4844 -- Bubble Mirror Ass'y (1) 80199 -- Leaf Topper Extension (1) 80200 -- Double Leaf Topper Extension (1) 38031 -- Large Tree (2) 90272 -- 14' Upright Ass'y (Alum) (3) 38111 -- Tree Stamp (1) 38112 -- Log Crawl Taru (4) 80000 -- 49" Sq Punched Steel Deck (1) 80001 -- 49" Tri Punched Steel Deck (1) 80078 -- 6" Stepped Platform (1) 80083 -- Slide Transfer (2) 80195 -- Leaf Topper	\$64,427.00	\$64,427.00	39.00	\$39,300.47	\$39,300.47



GameTime c/o Cunningham Recreation  
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 Charlotte, NC 28224  
 800.438.2780  
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QUOTE  
 #87557

10/21/2013

South Cove County Park Phase 1 (revised-5)

Qty	Stock ID	Description	List \$	Ext. List \$	% Disc.	Selling \$	Ext. Selling \$
(2)	80196	-- Double Leaf Topper					
(2)	80199	-- Leaf Topper Extension					
(2)	80200	-- Double Leaf Topper Extension					
(1)	80687	-- Handhold Kick Plate Pkg					
(1)	80924	-- Double Seat					
(1)	80952	-- Gizmo Panel ADA - 3 Gizmos Bel Ds					
(2)	81275	-- Wildslide Straight Sec					
(8)	81276	-- Wildslide Left Curve					
(4)	81279	-- Wildslide 4 Support					
(2)	81323	-- 1' Wildslide Exit Section					
(1)	81326	-- Wildslide Obl Entrance Section					
(1)	81587	-- Skywheel Attachment					
(1)	81668	-- Nature Discover Table					
(1)	81670	-- Crunch Bar					
(1)	81681	-- Turning Bar					
(1)	81684	-- Telescope Upright Attachment					
(1)	81699	-- Bongos					
(1)	81766	-- Leaf Seat					
(1)	90021	-- 2' Transfer System - Barrier					
(1)	90033	-- 4' Transfer Platform - Guardrail					
(1)	90043	-- 5' Large Climber Clamber					
(1)	90088	-- 2' RockScape					



GameTime c/o Cunningham Recreation  
 PO Box 240981  
 Charlotte, NC 28224  
 800.438.2780  
 704.525.7356 FAX

QUOTE  
 #87557

10/21/2013

South Cove County Park Phase I (revised-5)

Qty	Stock ID	Description	List \$	Ext. List \$	% Disc.	Selling \$	Ext. Selling \$
(1)	90106	-- 4'-6"/5' Schooner Climber					
(1)	90153	-- 6'/7' Sid Double Vine Climber Link					
(1)	90216	-- Rung Enclosure (Barrier) Above Dk					
(1)	90218	-- Rung Enclos w/Mid Str Whl Barrier Above					
(1)	90266	-- 8' Upright Ass'Y (Alum)					
(1)	90268	-- 10' Upright Ass'Y (Alum)					
(2)	90269	-- 11' Upright Ass'Y (Alum)					
(1)	90270	-- 12' Upright Ass'Y (Alum)					
(3)	90271	-- 13' Upright Ass'Y (Alum)					
(3)	90272	-- 14' Upright Ass'Y (Alum)					
(1)	90286	-- 8' Sky-Hi Spiral Tube Slide					
(1)	90301	-- Entryway (Guardrail)					
(4)	90302	-- Entryway (Barrier)					
(1)	90304	-- Climber Entryway (Barrier)					
(1)	90386	-- RockScape Archway (Guardrail)					
(1)	90401	-- Funnel Bridge 2 Dk Span w/ Barrier					
(1)	90488	-- Custom Panel 1 Side Above Dk					
(1)	90504	-- 4' Single Zip Slide					
(2)	G90362	-- 4' Upright Ass'Y (Galv)					



GameTime c/o Cunningham Recreation  
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 Charlotte, NC 28224  
 800.438.2780  
 704.525.7356 FAX

QUOTE  
 #87557

10/21/2013

South Cove County Park Phase 1 (revised-5)

Qty	Stock ID	Description	List \$	Ext. List \$	% Disc.	Selling \$	Ext. Selling \$
		(2) G90266 -- 8' Upright Ass'Y (Galy)					
		(2) G90268 -- 10' Upright Ass'Y (Galy)					
		(1) G90271 -- 13' Upright Ass'Y (Galy)					
		(3) G90272 -- 14' Upright Ass'Y (Galy)					
69	38015	GameTime - Nature Curbs	\$79.00	\$5,451.00	0	\$79.00	\$5,451.00
1	38057	GameTime - Accessible Play Curbs w/ Nature Curbs	\$419.00	\$419.00	0	\$419.00	\$419.00
1	38223	GameTime - Tree Stamp Table	\$559.00	\$559.00	6.00	\$544.26	\$544.26
4	38111	GameTime - Tree Stamp	\$526.00	\$2,104.00	6.00	\$494.44	\$1,977.76
1	INSTALL	MISC - Installation of Above Equipment	\$15,673.24	\$15,673.24	0	\$15,673.24	\$15,673.24

Site must be clear, level, free of obstructions, and accessible. Price does not include removal or disposal of existing structure or metal climber and will be the customer's responsibility. Price does not include safety surfacing and will be customer's responsibility. Price does not include safety surfacing and will be the customer's responsibility.

Sub Total: \$63,614.73  
 Tax: \$2,864.49  
 Freight: \$5,447.68  
**Total Amount: \$71,726.90**

Pricing: Prices are firm for 30 days unless otherwise noted. Above costs assume one shipment and one installation unless otherwise noted. Taxes will be shown as a separate line item if included.

Shipment: Standard orders shipped 4 weeks after receipt of order and acceptance of your purchase order, color selections, approved submittals (if required) unless otherwise noted. Custom equipment and shades may require a longer lead time. It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Missing or damaged equipment must be reported within 60 days of acceptance of delivery. Equipment may be sent in multiple shipments based on point of origin.

Payment Terms: Payment in full, Net 30 days subject to approval by Credit Manager. A signed P.O. made out to GameTime C/O Cunningham Associates, Inc. or this signed quotation is required for all orders unless otherwise noted. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Checks should be made payable to GameTime unless otherwise directed.

Returns: Returns are available on shipments delivered within the last 60 days and only if the product is in merchantable condition, has never been installed, and has never been stored in an area of little or no protection. A 25% restocking fee will be applied to all goods. Customer will be charged freight for both the outbound and inbound shipment. Any credit will be based on the condition of the item upon its return. Uprights cannot be returned.

Acceptance of this proposal indicates your agreement to the terms and condition stated herein.



GameTime c/o Cunningham Recreation  
 PO Box 240981  
 Charlotte, NC 28224  
 800.438.2780  
 704.525.7356 FAX

QUOTE  
 #87557

10/21/2013

**South Cove County Park Phase I (revised-5)**

Site should be clear, level and allow for unrestricted access of trucks and machinery. Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. The customer is responsible for theft or damage of the equipment from the time the equipment is off-loaded until the installation of the equipment is complete, unless other arrangements are made and noted on the quotation. Price includes ONLY what is stated in this quotation. If additional site work or equipment is needed then the price is subject to change. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost. Customer will be billed hourly or per job for any additional costs.

Acceptance of quotation:

Accepted By (printed): \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_ P.O. No: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

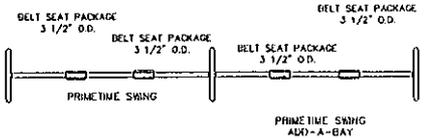
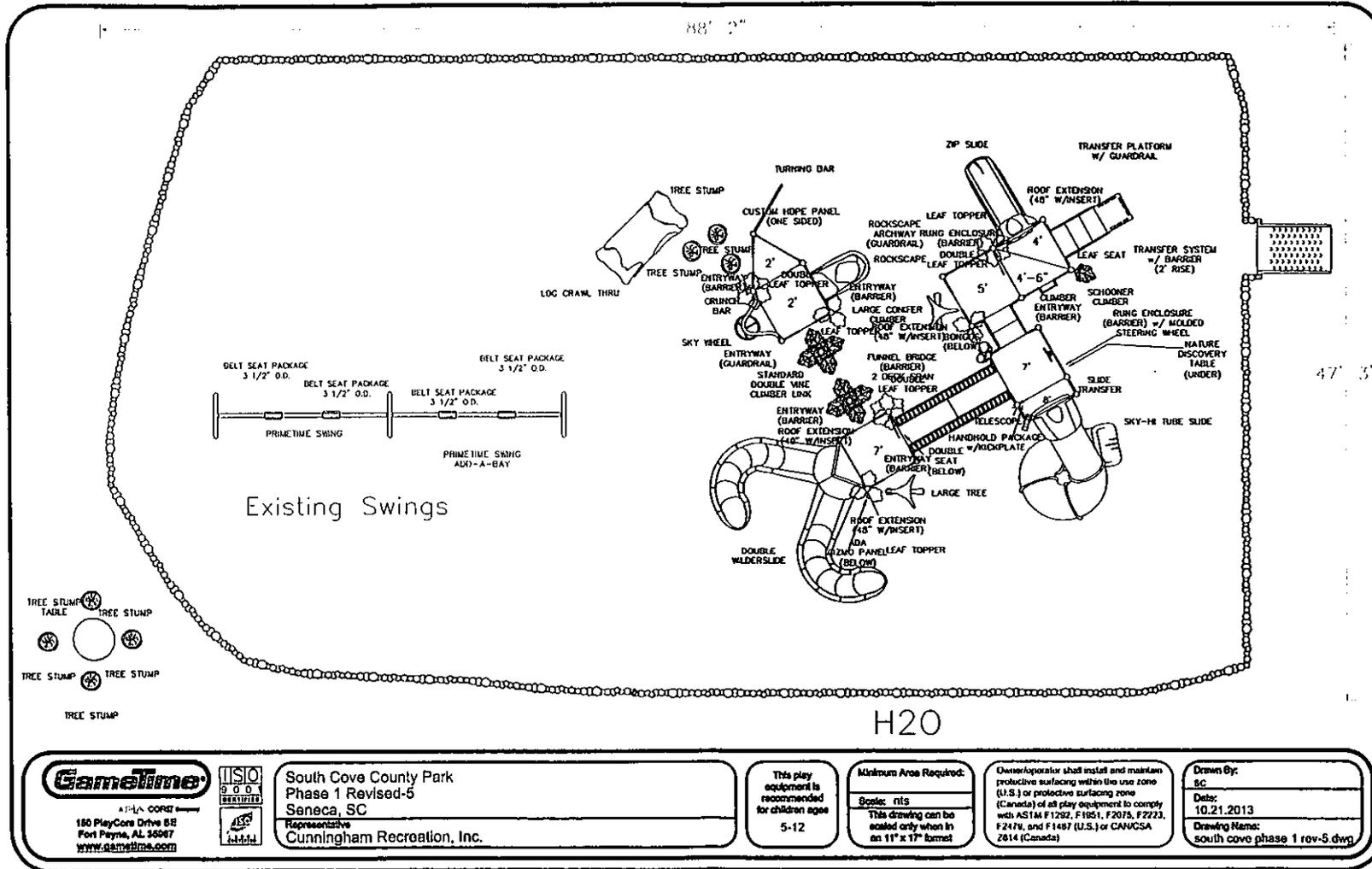
Prelimse Amount: **\$71,726.90**

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_  
 (PLEASE PROVIDE A COPY OF CERTIFICATE)

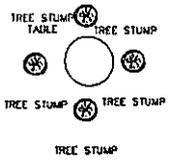
\_\_\_\_\_  
 Salesman Signature Customer Signature

**ORDER INFORMATION:**

Bill to: \_\_\_\_\_ Ship to: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_ Address: \_\_\_\_\_  
 Address: \_\_\_\_\_ Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
 Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_



Existing Swings



H2O

**Gametime**  
 A TPA CORP  
 180 PlayCore Drive SE  
 Fort Payne, AL 35967  
 www.gametime.com



South Cove County Park  
 Phase 1 Revised-5  
 Seneca, SC  
 Representative  
 Cunningham Recreation, Inc.

This play equipment is recommended for children ages  
 5-12

Minimum Area Required:  
 None  
 This drawing can be scaled only when in an 11" x 17" format

Operator shall install and maintain protective surfacing within the use zone (U.S.) or protective surfacing zone (Canada) of all play equipment to comply with ASTM F1292, F1951, F2075, F2223, F2476, and F1487 (U.S.) or CANCSA 2814 (Canada)

Drawn By:  
 SC  
 Date:  
 10.21.2013  
 Drawing Name:  
 south cove phase 1 rev-5.dwg

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Ordinance 2013-21

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Jerry Edwards, who being first duly sworn according to law, says that he is the Publisher of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 10/17/2013 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions

  
\_\_\_\_\_  
Jerry Edwards  
Publisher

Subscribed and sworn to before me this  
10/17/2013

  
\_\_\_\_\_  
Jennifer A. White  
Notary Public for South Carolina  
My commission Expires: 05/18/2014

## LEGAL NOTICES

## LEGLALS

The Register of Deeds for Oconee County on November 4, 2013, in Deed Book 18-10 at Page 287.

## TERMS OF SALE: FOR CASH.

The Clerk of Court will require a deposit of 5% of the bid amount in cash or certified funds, which is to be applied on the purchase price upon compliance with the bid. Interest on the balance of the bid of \$68,275 shall be paid to the day of completion. In case of non-compliance within 20 days after the sale, the deposit of 5% is to be forfeited and applied to Plaintiff's judgment debt and the property to be advertised for sale upon the same terms of the bid of the former highest bidder. Purchase to pay for deed recording fees and deed stamps.

Deficiency judgment not being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, but shall be re-advertised and sold at some convenient sales day hereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent, is present.

The sale shall be subject to taxes and assessments, existing easements and encumbrances and restrictions of record.

Plaintiff does not warrant its title search to purchasers at foreclosure sale or other third parties, who should have their own title search performed on the subject property.

Beverly H. Whitfield  
Clerk of Court for Oconee County  
Wahalla, South Carolina

FINKEL LAW FIRM LLC  
Post Office Box 71727  
North Charleston, South Carolina 29415  
(843) 577-5169  
Attorneys for Plaintiff

## AUCTION

NOV. 4, 2013 @ 10am  
3838 Old Dobbin Bridge Rd.  
Fair Play, SC  
Will sell 1987 Ford F150  
VIN#1FTDF121VNC85459  
Minimum bid \$6500.00

## AUCTION

NOV. 4, 2013 @ 10am  
3838 Old Dobbin Bridge Rd.  
Fair Play, SC  
Will sell 1994 Toyota Camry  
VIN#JTDK#1B64R0074260  
Minimum bid \$6500.00

## AUCTION

NOV. 4, 2013 @ 10am  
3838 Old Dobbin Bridge Rd.  
Fair Play, SC  
Will sell 1991 Ford Ranger  
VIN#1FTR1E6M1A27425  
Minimum bid \$6500.00

## AUCTION

NOV. 4, 2013 @ 10am  
3838 Old Dobbin Bridge Rd.  
Fair Play, SC  
Will sell 1991 Ford Ranger  
VIN#1FTR1E6M1A27425  
Minimum bid \$6500.00

## LEGAL NOTICES

## LEGLALS

2013

FINKEL LAW FIRM LLC  
Post Office Box 71727  
North Charleston,  
South Carolina 29415  
(843) 577-5169  
Attorneys for Plaintiff

NOTICE OF CLERK OF  
COURT SALE

CIVIL ACTION NO. 11-CP-31-1922  
BY VIRTUE OF A DECREE OF THE  
Clerk of Common Pleas for Oconee  
County, South Carolina, heretofore  
issued in the case of Bank of  
America N.A., successor by merger  
to BAC Home Loans Servicing, LP  
vs. Countrywide Home Loans Servicing  
LP, against William Song et al.,  
the Clerk of Court for Oconee  
County, or his/her agent, will sell on  
November 4, 2013, at 11:00 A.M., at  
Oconee County Courthouse, 211  
West Main Street, Wahalla, South  
Carolina, to the highest bidder:

ALL that certain piece, parcel or lot of  
land, together with any and all  
improvements located hereon, lying  
and being situate in the State of  
South Carolina, County of Oconee,  
City of Seneca, being known and  
designated as lot Number 11-968  
(B) of BELLEVUE CROSSING,  
PHASE I, as shown and more fully  
described on a Plat of Survey  
prepared by Rhyder H. Edwards,  
P.L.S. #19881, recorded in Plat Book  
5184, at Pages 8 and 9, records of  
the Register of Deeds Office for  
Oconee County, South Carolina;  
having the notes and books,  
courses and distances so appear  
upon said Plat, being incorporated  
herein by reference thereto.

TMS Number: 2607-01-066  
PROPERTY ADDRESS:

707 Belview Way, Seneca, SC  
This being the same property  
conveyed to William Song by deed of  
Solus Grissitt, LLC, dated November  
1, 2000, and recorded in the  
Office of the Register of Deeds for  
Oconee County on November 1,  
2000, in Deed Book 1540 at Page  
215.

TERMS OF SALE: FOR CASH.  
The Clerk of Court will require a  
deposit of 5% of the bid amount in  
cash or certified funds, which is to be  
applied on the purchase price upon  
compliance with the bid. Interest on  
the balance of the bid at 8.25% shall  
be paid to the day of compliance. In  
case of non-compliance within 20  
days after the sale, the deposit of  
5% is to be forfeited and applied to  
Plaintiff's judgment debt and the  
property to be advertised for sale upon  
the same terms of the bid of the  
former highest bidder. Purchaser to  
pay for deed recording fees and  
deed stamps.

Deficiency judgment being deman-  
ded, the bidding will remain open  
twenty (20) days after the sale. The  
Plaintiff may, without demand for  
a deficiency judgment, anytime prior  
to sale:

Should Plaintiff, Plaintiff's attorney, or  
Plaintiff's agent fail to appear on the  
day of sale, the property shall not be  
sold, but shall be re-advertised and  
sold at some convenient sales day

## LEGAL NOTICES

## LEGLALS

Lore of record

Plaintiff does not warrant its title  
search to purchasers at foreclosure  
sale or other third parties, who  
should have their own title search  
performed on the subject property.

Beverly H. Whitfield  
Clerk of Court for Oconee County  
Wahalla, South Carolina

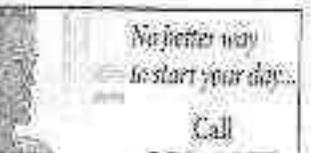
2013

FINKEL LAW FIRM LLC  
Post Office Box 71727  
North Charleston, South Carolina  
29415  
(843) 577-5169  
Attorneys for Plaintiff

The Oconee County Council will hold  
a Public Hearing for Ordinance  
2013-21 "AN ORDINANCE TO  
AMEND CHAPTER 58 "ZONING  
OF THE OCONEE COUNTY CODE  
OF ORDINANCES, INCLUDING ALL  
ZONING MAPS INCORPORATED  
THEREIN AND THEREBY, IN CER-  
TAIN LIMITED REGARDS AND  
PARTICULARS, ONLY, AND OTH-  
ER MATTERS RELATED THERE-  
TO" on Tuesday, November 5, 2013  
at 8:00 p.m. in Council Chambers,  
Oconee County Administrative Offi-  
ces, 415 S. Pine Street, Wahalla,  
SC.

The Oconee County Council will hold  
a Public Hearing for Ordinance  
2013-22 "AN ORDINANCE AU-  
THORIZING THE EXECUTION AND  
DELIVERY OF A REF. IN LIEU OF  
TAX AGREEMENT BETWEEN  
OCONEE COUNTY, SOUTH CARO-  
LINA AND PROJECT PLAT, THE  
DRAWINGS OF INFRASTRUCTURE  
TAX CREDITS, AND OTHER MAT-  
TERS RELATING THERETO, IN-  
CLUDING, WITHOUT LIMITATION,  
PAYMENT OF A FEE IN LIEU OF  
TAXES RELATED TO THE PROJ-  
ECT" and Ordinance 2013-23 "AN  
ORDINANCE TO AMEND SECTION  
1-7, ENTITLED GENERAL PENAL-  
TY CONTAINING VIOLATIONS OF  
CHAPTER 1, ENTITLED GENERAL  
PROVISIONS OF THE OCONEE  
COUNTY CODE OF ORDINANCES,  
IN CERTAIN LIMITED REGARDS  
AND PARTICULARS, ONLY, AND  
OTHER MATTERS RELATED  
THERETO" on Tuesday, November  
5, 2013 at 8:00 p.m. in Council  
Chambers, Oconee County Admini-  
strative Offices, 415 S. Pine Street,  
Wahalla, SC.

The South Carolina Solid Waste  
Policy and Management Act of 1991  
(section 44-56-60) requires that all  
local governments annually report  
the full cost of providing solid waste  
management services. The total cost  
to manage solid waste for the City of  
Seneca for the period of July 1, 2012  
through June 30, 2013, was  
\$830,415.00.



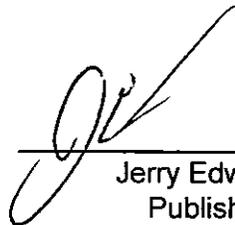
PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

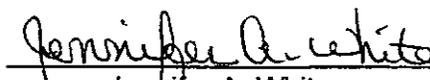
OCONEE COUNTY COUNCIL

IN RE: Ordinance 2013-29

**BEFORE ME** the undersigned, a Notary Public for the State and County above named, This day personally came before me, Jerry Edwards, who being first duly sworn according to law, says that he is the Publisher of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 10/17/2013 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

  
\_\_\_\_\_  
Jerry Edwards  
Publisher

Subscribed and sworn to before me this  
10/17/2013

  
\_\_\_\_\_  
Jennifer A. White  
Notary Public for South Carolina  
My commission Expires: 05/18/2014

1950

1951

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LEGAL NOTICES

LEGALS

The Register of Deeds for Oconee County on November 4, 2013, in Deed Book 1310 at Page 210.

**TERMS OF SALE FOR CASH.** The Clerk of Court will require a deposit of 5% of the bid amount in cash or certified funds, which is to be applied on the purchase price upon compliance with the bid. Interest on the balance of the bid at 5.00% shall be paid to the day of compliance. In case of non-compliance within 30 days after the sale, the deposit of 5% is to be forfeited and applied to Plaintiff's judgment debt and the property re-advertised for sale upon the same terms at the risk of the former highest bidder. Purchaser to pay for deed recording fees and deed charges.

Deficiency Judgment not being demanded, the bidding will not remain open after the date of sale but compliance with the bid may be made immediately.

Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, but shall be re-advertised and sold at some convenient time day thereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent, is present.

The sale shall be subject to taxes and assessments, existing easements and encumbrances and restrictions of record.

Plaintiff does not warrant as to the search in purchasers or foreclosure sale or other third parties, who should have their own title search performed on the subject property.

Beverly H. Whitfield,  
Clerk of Court for Oconee County  
Walhalla, South Carolina 29157

**FINKELE LAW FIRM LLC**  
Post Office Box 71727  
North Charleston, South Carolina 29415  
(843) 577-5480  
Attorneys for Plaintiff

**AUCTION**  
NOV. 4, 2013 @ 13:00  
2898 Old Dobson Bridge Rd.  
Fair Play, SC  
Will sell 1957 Ford F-150  
VIN#1F10172140008450  
Minimum bid \$3500.00

**AUCTION**  
NOV. 4, 2013 @ 10:00  
3938 Old Dobson Bridge Rd.  
Fair Play, SC  
Will sell 1994 Toyota Camry  
VIN#JTCGK126400075082  
Minimum bid \$6000.00

**AUCTION**  
NOV. 4, 2013 @ 10:00  
3938 Old Dobson Bridge Rd.  
Fair Play, SC  
Will sell 1991 Ford Ranger  
VIN#1FTC7126300075908  
Minimum bid \$6500.00

**AUCTION**  
Nov 4, 2013 @ 10am  
2898 Old Dobson Bridge Rd.  
Fair Play SC  
Will sell 1991 Ford Bronco  
VIN#1F10172140008450  
Minimum bid \$6000.00

**NOTICE**  
Notice is hereby given that the Annual Meeting of Members (the "Meeting") of Oconee Federal FSC will be held in the office of Oconee Federal Savings & Loan Association

LEGAL NOTICES

LEGALS

2013  
**FINKELE LAW FIRM LLC**  
Post Office Box 71727  
North Charleston, South Carolina 29415  
(843) 577-5480  
Attorneys for Plaintiff

NOTICE OF CLERK OF COURT SALE

**CIVIL ACTION NO. 13-04-07-1000**  
BY WRIT OF A DECREE of the Court of Common Pleas for Oconee County, South Carolina, hereinafter issued at the office of Bank of America, N.A., successor in merger to SAC Home Loans Servicing, LP the Oconee-Walton Bridge at at the Clerk of Court for Oconee County, or his/her agent, will sell on November 4, 2013 at 11:00 A.M. at 1102 Main Street, Walhalla, South Carolina, to the highest bidder. All hereunder piece, parcel or lot of land, together with any and all improvements located thereon, kind and being situate in the State of South Carolina, County of Oconee, City of Seneca, being known and designated as Lot Number THREE (3), of BELLEVUE CROSSING PHASE 1 as shown and more fully described on a Plat of Survey prepared by Stephen H. Edwards, PLS #10981, recorded in Plat Book 8164, at Pages 8 and 9, records of the Register of Deeds Office for Oconee County, South Carolina, having no maps and bounds courses and distances as shown upon said plat being incorporated herein by reference thereto.  
TMS Number: 2007124668  
PROPERTY ADDRESS:  
707 Seville Way Seneca, SC  
This being the same property conveyed to William Berg by deed of Salvus Crossing, LLC, dated November 7, 2008, and recorded in the Office of the Register of Deeds of Oconee County on November 8, 2008, in Deed Book 1242 at Page 218.

**TERMS OF SALE FOR CASH.** The Clerk of Court will require a deposit of 5% of the bid amount in cash or certified funds, which is to be applied on the purchase price upon compliance with the bid. Interest on the balance of the bid at 5.00% shall be paid to the day of compliance. In case of non-compliance within 30 days after the sale, the deposit of 5% is to be forfeited and applied to Plaintiff's judgment debt and the property re-advertised for sale upon the same terms at the risk of the former highest bidder. Purchaser to pay for deed recording fees and deed charges.

Deficiency Judgment being demanded, the bidding will remain open thirty (30) days after the sale. The Plaintiff may withdraw its demand for a deficiency judgment anytime prior to sale.

Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, but shall be re-advertised and sold at some convenient time day thereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent, is present.

The sale shall be subject to taxes and assessments, existing easements and encumbrances and restrictions of record.

Plaintiff does not warrant as to the search in purchasers or foreclosure sale or other third parties, who should have their own title search performed on the subject property.

Beverly H. Whitfield,  
Clerk of Court for Oconee County  
Walhalla, South Carolina 29157

LEGAL NOTICES

LEGALS

bank of record  
Plaintiff does not warrant as to the search in purchasers or foreclosure sale or other third parties, who should have their own title search performed on the subject property.

Beverly H. Whitfield,  
Clerk of Court for Oconee County  
Walhalla, South Carolina 29157

**FINKELE LAW FIRM LLC**  
Post Office Box 71727  
North Charleston, South Carolina 29415  
(843) 577-5480  
Attorneys for Plaintiff

The Oconee County Council will hold a Public Hearing on Ordinance 2013-21 AN ORDINANCE TO AMEND CHAPTER 15 ZONING OF THE OCONEE COUNTY CODE OF ORDINANCES INCLUDING AMENDING ZONING MAPS INCORPORATED THEREIN AND THEREBY IN CERTAIN LIMITED CIRCUMSTANCES AND PARTICULARS ONLY AND OTHER MATTERS RELATED THERE TO on Tuesday, November 5, 2013 at 6:00 p.m. in Grand Oconee County Administrative Office, 415 S. Pine Street, Walhalla, SC.

The Oconee County Council will hold a Public Hearing on Ordinance 2013-22 AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REC IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT PLAN, THE DRAFTING OF INFRASTRUCTURE TAX CREDITS AND OTHER MATTERS RELATING THERETO INCLUDING WITHOUT LIMITATION PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT and Ordinance 2013-23 AN ORDINANCE TO AMEND SECTION 17.01 LIMITED GENERAL PENALTY CONTINUING VIOLATIONS OF CHAPTER 1 ENTITLED GENERAL PROVISIONS OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY AND OTHER MATTERS RELATED THERETO on Tuesday, November 6, 2013 at 6:00 a.m. in Council Chambers, Oconee County Administrative Office, 415 S. Pine Street, Walhalla, SC.

The South Carolina State Water Policy and Management Act of 1991 (Section 44-45-50) requires that all local governments annually report the full cost of providing water waste management services. The total cost to manage water waste for the City of Seneca for the period of July 1, 2012 through June 30, 2013 was \$132,445.00

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**Oconee County  
Council Office**

T. Scott Moulder  
Administrator

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

Phone: 864 718 1023  
Fax: 864 718 1074

E-mail  
[thulys@occonee.org](mailto:thulys@occonee.org)

Paul Corbett  
Vice Chairman  
District I

Wayne McCall  
District II

Archie Barron  
District III

Joel Thrift  
District IV  
Chairman

Reginald T. Dexter  
District V



.....LEGAL AD.....

**PLEASE ADVERTISE IN THE NEXT ISSUE  
OF YOUR NEWSPAPER**

The Oconee County Council will hold a Public Hearing for Ordinance 2013-21 "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO" on Tuesday, November 5, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.



## Beth Hulse

---

**From:** Beth Hulse  
**Sent:** Wednesday, October 16, 2013 12:00 PM  
**To:** Beth Hulse; classadmgr@upstatetoday.com  
**Subject:** Public Hearing - 2013-21  
**Attachments:** 101613 - PH 2013-21 11-05-13.doc

Please run at your earliest convenience.  
Thanks.

**Elizabeth G. Hulse**  
**Clerk to County Council**  
Oconee County Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691  
864-718-1023  
864-718-1024 [fax]  
[bhulse@oconeesc.com](mailto:bhulse@oconeesc.com)  
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## Beth Hulse

---

**From:** Beth Hulse  
**Sent:** Wednesday, October 16, 2013 12:01 PM  
**To:** Beth Hulse; Carlos Galarza; Chad Dorsett; Greenville News (localnews@greenvillenews.com); Kevin; Norman Cannada (ncannada@upstatetoday.com); Ray Chandler; Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum>wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com)  
**Subject:** Public Hearing: 2013-21

The Oconee County Council will hold a Public Hearing for **Ordinance 2013-21 "AN ORDINANCETO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO"** on Tuesday, November 5, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415, S. Pine Street, Walhalla, SC.

### **Elizabeth G. Hulse**

#### **Clerk to County Council**

Oconee County Administrative Offices

415 South Pine Street

Walhalla, SC 29691

864-718-1023

864-718-1024 [fax]

[bhulse@oconeesc.com](mailto:bhulse@oconeesc.com)

[www.oconeesc.com/council](http://www.oconeesc.com/council)

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Oconee County  
Council Office

T. Scott Moulder  
Administrator

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

Phone: 854 718 1023  
Fax: 854 718 1024

E-mail:  
[dh456@oconeesc.com](mailto:dh456@oconeesc.com)

Faul Corbin  
Vice Chairman  
District I

Wayne McCal  
District II

Archie Barron  
District III

Joel Thrift  
District IV  
Chairman

Reginald T. Dexter  
District V

.....LEGAL AD.....

**PLEASE ADVERTISE IN THE NEXT ISSUE  
OF YOUR NEWSPAPER**

The Oconee County Council will hold a Public Hearings for **Ordinance 2013-29** "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND **PROJECT FLAT**; THE GRANTING OF INFRASTRUCTURE TAX CREDITS; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT" and **Ordinance 2013-30** "AN ORDINANCE TO AMEND SECTION 1-7, ENTITLED *GENERAL PENALTY; CONTINUING VIOLATIONS* OF CHAPTER 1, ENTITLED *GENERAL PROVISIONS*, OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY; AND OTHER MATTERS RELATED THERETO" on Tuesday, November 5, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.



**Beth Hulse**

---

**From:** Beth Hulse  
**Sent:** Wednesday, October 16, 2013 12:10 PM  
**To:** Beth Hulse; classadmgr@upstatetoday.com  
**Subject:** Public Hearing 2013-29, 2013-30  
**Attachments:** 101613 - PH 2013-29, 30 11-05-13.doc

Please run at your earliest convenience.  
Thanks.

**Elizabeth G. Hulse**

**Clerk to County Council**

Oconee County Administrative Offices

415 South Pine Street

Walhalla, SC 29691

864-718-1023

864-718-1024 [fax]

[bhulse@oconeesc.com](mailto:bhulse@oconeesc.com)

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## Beth Hulse

---

**From:** Beth Hulse  
**Sent:** Wednesday, October 16, 2013 12:11 PM  
**To:** Beth Hulse; Carlos Galarza; Chad Dorsett; Greenville News (localnews@greenvillenews.com); Kevin; Norman Cannada (ncannada@upstatetoday.com); Ray Chandler; Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com)  
**Subject:** Public Hearings: 2013-29, 2013-30

The **Oconee County Council** will hold a Public Hearings for **Ordinance 2013-29** "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT FLAT.; THE GRANTING OF INFRASTRUCTURE TAX CREDITS; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT" and **Ordinance 2013-30** "AN ORDINANCE TO AMEND SECTION 1-7, ENTITLED GENERAL PENALTY; CONTINUING VIOLATIONS OF CHAPTER 1, ENTITLED GENERAL PROVISIONS, OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY; AND OTHER MATTERS RELATED THERETO" on Tuesday, November 5, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

**Elizabeth G. Hulse**  
**Clerk to County Council**  
Oconee County Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691  
864-718-1023  
864-718-1024 [fax]  
[bhulse@oconeesc.com](mailto:bhulse@oconeesc.com)  
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