



Public Comment SIGN IN SHEET

April 7, 2015 ~ ~ ~ 6:00 PM

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 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.

PLEASE PRINT

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



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

April 7, 2015 ~ ~ 6:00 p.m.

Ordinance 2015-11 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN OCONEE COUNTY AND BORG WARNER TORQ TRANSFER SYSTEMS, INC., WHEREBY OCONEE COUNTY AND BORG WARNER TORQ TRANSFER SYSTEMS, INC. WILL AGREE TO A MODIFICATION OF THE EXISTING FEE IN LIEU OF TAX AGREEMENT AND WILL INCORPORATE THE TERMS OF ADDITIONAL INVESTMENT AND OTHER MATTERS RELATED THERETO."

Ordinance 2015-12 "AN ORDINANCE TO REVISE AND AMEND SECTION 34-1 OF THE OCONEE COUNTY CODE OF ORDINANCES, BY DELETING AND RESCINDING THE SECTION IN ITS ENTIRETY; AND OTHER MATTERS RELATED THERETO"

Ordinance 2015-13 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND **PROJECT MOLD** AND INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT; EXTENDING THE TERM OF THE JOINT COUNTY INDUSTRIAL AND BUSINESS PARK FOR THE PROJECT UNTIL DECEMBER 31, 2023; AND OTHER MATTERS RELATING 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 #	2015-11	2015-12	2015-13
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STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2015-11

AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN OCONEE COUNTY AND BORG WARNER TORQ TRANSFER SYSTEMS INC., WHEREBY OCONEE COUNTY WILL ENTER INTO AN AMENDED AND RESTATED FEE-IN-LIEU OF TAX ARRANGEMENT WITH BORG WARNER TORQ TRANSFER SYSTEMS INC. AND PROVIDING FOR PAYMENT BY BORG WARNER TORQ TRANSFER SYSTEMS INC. OF CERTAIN FEES-IN-LIEU OF *AD VALOREM* TAXES; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Oconee County, South Carolina (the “County”) would like to enter into an Amended and Restated Fee-in-Lieu of Tax Agreement with Borg Warner Torq Transfer Systems Inc., (the “Company”) as the company has expressed its intent to the County to expand its capital investment in Oconee County and hire additional full time employees in Oconee County, in connection with various projects; and

WHEREAS, the County entered into that certain Fee-in-Lieu of Tax Agreement with the Company on April 1, 2012 whereby the Company proposed to engage in a manufacturing business and acquired a manufacturing project; and

WHEREAS, the Company has expanded, and proposes to further expand, its manufacturing operations in the County; and

WHEREAS, as a result of the Company’s expansion of its manufacturing operations in the County, the Company has requested that the County enter into an Amended and Restated Fee-in-Lieu of Tax Agreement in an effort to encompass the terms surrounding both that certain original Fee-in-Lieu of Tax Agreement by and between the County and the Company dated as of April 1, 2012 as well as subsequent expansions and currently contemplated expansions in the County; and

WHEREAS, 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 of the Code of Laws of South Carolina 1976, as amended (the “FILOT Act”), to designate real and tangible personal property as “economic development property” and to enter into an arrangement which provides for payments-in-lieu of taxes (“Negotiated FILOT Payments”) for a project qualifying under the FILOT Act; and

WHEREAS, the County, acting by and through the County Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (the "**MCIP Act**") to provide for payments-in-lieu of taxes ("**PILOT Payments**") with respect to property located in a multi-county business or industrial park created under the MCIP Act; and to create, in conjunction with one or more other counties, a multi-county park in order to afford certain enhanced tax credits to investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of the County; and

WHEREAS, the Company proposes to expand its facility in the County by acquiring, constructing, equipping and furnishing machinery, equipment and other personal property (the "**Negotiated FILOT Project**") which the Company has represented will consist of additional capital investment and employment for new, full time employees; and

WHEREAS, the Negotiated FILOT Project is located entirely within the County and will be included in and subject to the multi-county park and fee-in-lieu of tax arrangements as described herein; and

WHEREAS, the County has made specific proposals, including proposals to offer certain economic development incentives set forth herein, for the purpose of inducing the Company to invest its funds to acquire and equip the Negotiated FILOT Project (the "**Incentives**"); and

WHEREAS, it is in the public interest, for the public benefit and in furtherance of the public purposes of the FILOT Act and the MCIP Act that the County Council provide approval for qualifying the Negotiated FILOT Project under the FILOT Act and the entire Negotiated FILOT Project under the MCIP Act for the Incentives;

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

Section 1. Evaluation of the Negotiated FILOT Project. County Council has evaluated the Negotiated FILOT Project on the following criteria based upon the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue:

- (a) whether the purposes to be accomplished by the Negotiated FILOT Project are proper governmental and public purposes;
- (b) the anticipated dollar amount and nature of the investment to be made; and
- (c) the anticipated costs and benefits to the County.

Section 2. Findings by County Council. Based upon information provided by and representations of the Company, County Council's investigation of the Negotiated FILOT Project, including the criteria described in Section 1 above, and the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue, as

required, County Council hereby finds that:

- (a) the Negotiated FILOT Project constitutes a “project” as that term is defined in the FILOT Act;
- (b) the Negotiated FILOT Project will continue to serve the purposes of the FILOT Act;
- (d) the Negotiated FILOT Project will be located entirely within the County;
- (e) the Negotiated FILOT Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally;
- (f) the Negotiated FILOT Project will not give rise to a pecuniary liability of the County nor a charge against its general credit or taxing power;
- (g) the purposes to be accomplished by the Negotiated FILOT Project are proper governmental and public purposes;
- (h) the inducement of the location of the Negotiated FILOT Project is of paramount importance; and
- (i) the benefits of the Negotiated FILOT Project to the public are greater than the costs to the public.

Section 3. Amended and Restated Fee-in-Lieu of Taxes Arrangement. Pursuant to the authority of the FILOT Act, the qualifying Negotiated FILOT Project is designated as “economic development property” under the FILOT Act and there is hereby authorized an amended and restated fee-in-lieu of taxes arrangement with the Company which will provide Negotiated FILOT Payments to be made with respect to the Negotiated FILOT Project based upon a 6% assessment ratio and a millage of rate of 204.3 for the Initial Project, 215 for Phase B and 215 for Phase C, all as more fully set forth in the Amended and Restated Fee-in-Lieu of Tax Agreement by and between the County and the Company (the “**FILOT Agreement**”).

Section 4. Execution of the FILOT Agreement. The form, terms and provisions of the FILOT Agreement presented to this meeting and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such FILOT Agreement were set out in this Ordinance in its entirety. The Chair of the County Council and the Clerk of the County Council are hereby authorized, empowered and directed to execute, acknowledge and deliver the FILOT Agreement in the name and on behalf of the County, and thereupon to cause the FILOT Agreement to be delivered to the Company. The FILOT Agreement is to be in substantially the form now before this meeting and is hereby approved, together with any changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute

conclusive evidence of their approval of all changes therein from the form of FILOT Agreement now before this meeting.

Section 5. Miscellaneous.

- (a) The Chair and all other appropriate officials of the County are hereby authorized to execute, deliver and receive any other agreements and documents as may be required by the County in order to carry out, give effect to and consummate the transactions authorized by this Ordinance;
- (b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina;
- (c) This Ordinance shall become effective immediately upon approval following third reading by the County Council;
- (d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder; and
- (e) All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

Section 6. Allocation of MCIP FILOT Revenues. (a) By separate ordinance (the “**MCIP Ordinance**”) of the County Council, the County, in cooperation with _____ County the “**Partner County**”), shall designate the site(s) of the Negotiated FILOT Project as a multi-county park (“MCIP”) pursuant to Article VIII, Section 13 of the Constitution of South Carolina, the MCIP Act, and the terms of the Agreement for the Establishment of Multi-County Industrial/Business Park (the “**MCIP Agreement**”). In the FILOT Agreement, the County will agree to maintain such designation for a term of at least 30 years for all phases.

(b) Pursuant to the terms of the MCIP Act and the MCIP Agreement, the County hereby provides that for thirty (30) years, commencing the first year in which property that is a part of the Negotiated FILOT Project will be placed in service, the annual allocation of the fee-in-lieu of *ad valorem* taxes revenue generated by the Negotiated FILOT Project in the MCIP and payable to the County in accordance with the terms of the MCIP Agreement (the “**MCP FILOT**”), after deducting any amounts distributed to the Partner County, and any amounts due to the Company as a credit in accordance with the FILOT Agreement will be distributed as follows:

- (1) To the County and the other overlapping taxing entities levying taxes at the Negotiated FILOT Project site, in the same manner as set forth in greater detail in the ordinance authorizing the MCIP Agreement.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall
Chair, Oconee County Council
Oconee County, South Carolina

ATTEST:

Elizabeth Hulse
Clerk to Council, Oconee County Council
Oconee County, South Carolina

First Reading: February 4, 2015
Second Reading: March 3, 2015
Public Hearing: April 7, 2015
Third Reading: April 7, 2015

**Cost/Benefit Analysis
BorgWarner
Oconee County**

Project Data

New Building (Construction)	\$	4,500,000
Existing Building	\$	-
Land Cost	\$	-
Equipment (Less Pollution Cor	\$	8,800,000
Employees		51
Avg. Hourly Wage	\$	17.42
Avg. Salary	\$	34,840
Total Direct Payroll	\$	1,776,840

Project Multipliers

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

Employment Impacts

Employment -- Direct		51
Employment -- Indirect		25
<u>Total Employment Impact</u>		76

	<u>Year 1</u>	<u>20-Year NPV</u>
Net Costs		
Local	\$ 43,719	\$ 642,118
<u>Total State & Local Costs</u>	\$ 43,719	\$ 642,118
 Net Benefits		
Local	\$ 138,985	\$ 1,000,338
Local Economy	\$ 8,740,000	\$ 12,488,694
<u>Total Local Benefits</u>	\$ 8,878,985	\$ 13,489,032

	<u>Year 1</u>	<u>20-Year NPV</u>
Local Government Costs		
Fee-in-Lieu of Property Taxes	\$ 23,622	\$ 514,926
MCP Split	\$ 1,827	\$ 16,425
Special Source	\$ 18,270	\$ 110,767
Gov't Services	\$ -	\$ -
Education Costs	\$ -	\$ -
Site Acquisition	\$ -	\$ -
Site Preparation	\$ -	\$ -
Site Utilities	\$ -	\$ -
Special Infrastructure	\$ -	\$ -
Equipment / Machinery	\$ -	\$ -
Special Development Financing	\$ -	\$ -
Consulting/ Special Studies	\$ -	\$ -
Waived Fees / Permits	\$ -	\$ -
Streamlined Approvals	\$ -	\$ -
Total Value of Costs	\$ 43,719	\$ 642,118
Local Government Benefits		
Taxes from existing building	\$ -	\$ -
Direct Property Taxes	\$ 182,705	\$ 1,642,456
New Residential Prop. Taxes		
Single family - (Owner occupied)	\$ -	\$ -
Single Family - (Rental)	\$ -	\$ -
Multi-family (Rental)	\$ -	\$ -
Prop. Taxes from New Autos	\$ -	\$ -
LOST from Const. Materials	\$ -	\$ -
LOST from Increase Retail Sales	\$ -	\$ -
LOST from Operational Supplies	\$ -	\$ -
Public Utilities	\$ -	\$ -
Total Value of Benefits	\$ 182,705	\$ 1,642,456
Net Local Benefits	\$ 138,985	\$ 1,000,338
Local Benefit/Cost Ratio	3:1	2:1
Local Economy Benefits		
Total Private Sector Benefits	\$ 8,740,000	\$ 12,488,694

Economic Development Impact

Summary Analysis

Construction Benefit:	\$2,882,388
Facility Operation Benefit:	\$5,630,854
Employee Benefit:	\$12,051
Visitor Benefit:	\$300,000
Total Benefit:	\$8,825,093

Development Costs:	\$0
Operational Costs:	\$142,125
Employee Costs:	\$39,370
Total Costs:	\$181,495

The Benefit to Cost (year 1) is:

\$48.62 : 1

The Benefit to Cost (yr 2-) is:

\$32.74 : 1

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2015-12

AN ORDINANCE TO REVISE AND AMEND SECTION 34-1 OF THE OCONEE COUNTY CODE OF ORDINANCES, BY DELETING AND RESCINDING THE SECTION IN ITS ENTIRETY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, in accordance with subsection 4-9-30(6), of the Code of Laws of South Carolina, 1976, as amended, Oconee County Council ("County Council") is authorized to establish, regulate, modify, merge or abolish committees as may be necessary and proper; and,

WHEREAS, on January 4, 2005, Ordinance 2004-31 was adopted by County Council, which, *inter alia*, established the Oconee County Infrastructure Advisory Commission, said Ordinance 2004-31 being codified in the Oconee County Code of Ordinances in Chapter 34, Article I, Section 34-1, and entitled *Infrastructure Advisory Commission*; and

WHEREAS, Section 34-1 of the Oconee County Code of Ordinances was thereafter amended by Ordinance 2005-14 and Ordinance 2010-33; and

WHEREAS, on February 5, 2015, in a meeting duly assembled, the Infrastructure Advisory Commission determined that the established goals set by the County Council have been met and that many of the members of the Infrastructure Advisory Commission already participate in other related avenues to further accomplish related goals, making the Infrastructure Advisory Commission redundant and unnecessary; and,

WHEREAS, the Infrastructure Advisory Commission further unanimously voted to recommend to County Council that County Council abolish and disband the Infrastructure Advisory Commission; and,

WHEREAS, County Council recognizes and agrees with the recommendations made by the Infrastructure Advisory Commission; and

WHEREAS, the purpose of this Ordinance is to abolish and disband the Infrastructure Advisory Commission, to abrogate Section 34-1 of the Oconee County Code of Ordinances, and to remove Section 34-1 from the Oconee County Code of Ordinances.

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

1. Section 34-1 of Chapter 34 of the Oconee County Code of Ordinances, entitled *Infrastructure Advisory Commission*, is hereby abrogated and removed from the Oconee County Code of Ordinances and the Infrastructure Advisory Commission is hereby abolished and disbanded.

2. 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.

3. All ordinances, orders, resolutions, and actions of County Council 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, *ex post facto*, in any regard any actions, or decisions of the County, the Infrastructure Advisory Commission, or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

4. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Chapter 34, not amended hereby, directly or by implication, shall remain in full force and effect.

5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this 7th day of April, 2015.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Wayne McCall,
Chairman, Oconee County Council

First Reading: March 3, 2015 [title only]
Second Reading: March 17, 2015
Public Hearing: April 7, 2015
Third Reading: April 7, 2015

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2015-13**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT MOLD AND INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT; THE GRANTING OF INFRASTRUCTURE TAX CREDITS; EXTENDING THE TERM OF THE JOINT COUNTY INDUSTRIAL AND BUSINESS PARK FOR THE PROJECT UNTIL DECEMBER 31, 2023; AND OTHER MATTERS RELATING THERETO

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, with respect to any such project; and

WHEREAS, Project Mold, a company duly organized under the laws of the State of North Carolina (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and 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 for the purpose of the manufacturing plastic molded products in which the minimum level of taxable investment is not less than Five Million Dollars (\$5,000,000) in qualifying fee in lieu of tax investment by the end of the fifth (5th) 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 fifteen percent (15%) 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 \$5,000,000

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" 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 Inducement Agreement and Millage Rate Agreement, and a Fee Agreement and to that end has, by its Resolution adopted on March 3, 2015, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, 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, 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 originally dated May 4, 1998 and amended from time to time (the "Park Agreement"), and subsequently amended on April 4, 2000 (the "Third Amendment") to include the Project;

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 Fee Agreement; and

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

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, 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 for the manufacturing natural gas vehicle components and products, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved. 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, including the granting of an Infrastructure Tax Credit 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 Sixth 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 Sixth Amendment to the Park Agreement were set out in this Ordinance in its 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 Sixth Amendment to the Park Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement and the Sixth Amendment to the Park Agreement to be delivered to the Company. The Fee Agreement and the Sixth Amendment to the Park Agreement will 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 Sixth 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 Sixth Amendment to the Park Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement, the Sixth 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.

Passed and approved this ___ day of April 2015

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall, Chairman of County Council
Oconee County, South Carolina

ATTEST:

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

First Reading: February 17, 2015
Second Reading: March 3, 2015
Public Hearing: April 7, 2015
Public Hearing: April 21, 2015
Third Reading: April 21, 2015

FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

**ITECH SOUTH, LLC,
A North Carolina Limited Liability Company**

Dated as of April 1, 2015

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 April 1, 2015, 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 ITECH SOUTH, LLC (the "Company"), organized and existing under the laws of the State of North Carolina.

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 March 3, 2015 (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 plastic molded products (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 initial taxable investment of at least \$5,000,000 in the County within five (5) years of the end of the Company tax year in which this Agreement is executed and the \$5,000,000 level of that investment shall be maintained for the initial ten (10) years of the Fee Agreement, without regard to depreciation all being maintained in accordance with the Act and this Agreement. Approximately thirty-four (34) new, full-time jobs will be created in the County as part of the Project. 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 April 7, 2015 (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 ITECH SOUTH, LLC, a limited liability company organized under the laws of the State of North Carolina 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 Agreement" shall mean the Inducement Agreement entered into between the County on March 3, 2015 and the Company on April 1, 2015 as authorized by the Inducement Resolution.

"Inducement Resolution" shall mean the resolution of the County Council adopted on March 3, 2015, 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, 2015, and ending on the last day of the fifth (5th) property tax year following the property tax year in which this Agreement is executed; or, the tenth (10th) property tax year following the property tax year in which this Agreement is executed, if the County, in its sole discretion, shall hereafter agree, in writing, pursuant to and in accordance with the Act, to extend the Investment Period.

"Minimum Investment" shall mean that the Company shall invest under and pursuant to the Fee Agreement not less than Five Million Dollars (\$5,000,000) in qualifying, new taxable investment in the Project by the end of the fifth (5th) year after the year of execution of the Fee Agreement, and that \$5,000,000 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, and in which approximately thirty-four (34) new, full-time jobs will be created.

"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 , as amended from time to time. The term of the Park as to the Project Site has been or is being extended and will expire 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 thirty 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, 2050 or December 31, 2055, 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 thirty 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 organized and in good standing under the laws of the State of North Carolina, 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 plastic molded products 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 \$5,000,000 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 Five Million Dollars (\$5,000,000) 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 \$5,000,000 Minimum Investment, without regard to depreciation, not be maintained for the initial ten (10) years of the Fee Agreement, 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, 2020, or on or prior to December 31, 2025 if not less than \$5,000,000 of Economic Development Property is invested in the Project on or prior

to December 31, 2020 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, 2020 or up to December 31, 2025, 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 29 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 twenty-nine 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, 2014, which the parties believe to be 215.0 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 thirty 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 twenty-ninth (29th) 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 \$5,000,000 in non-exempt Economic Development Property, as required under Section 12-44-30(13) of the Act by December 31, 2020, at the Project in the Park by that date, then beginning with the payment finally due in 2021, 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 2020 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 2020. 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 \$5,000,000 (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 \$5,000,000.

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 thirty (30) (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 fifteen percent (15%) 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 \$5,000,000 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 Section 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.

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:

ITECH SOUTH, LLC
7090 South Highway 11
Westminster, South Carolina 29693

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: _____
Wayne McCall, Chairman of County Council
Oconee County, South Carolina

ATTEST:

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

ITECH SOUTH, LLC,
a North Carolina Limited Liability Company

By: _____
Its:

EXHIBIT A

All that certain parcel, part of tract of land being and being shown in the State of South Carolina, County of Oconee, containing 42.80 acres, more or less, being more particularly described as a part of survey entitled "RETRACTED LAND SURVEY FOR OCEANVIEW TRAIL, ETC.", prepared by Professor Carl Surveys, Inc., dated March 6, 2007, and being, according to said plat, the following indicated lands:

Commencing at a point in SE Highway 11, said point being approximately 1600 feet of the intersection with SE Highway 15-122, thence bearing with SE Highway 11 the following two courses and distances: 1) along and with a curve to the right, having an arc length of 772.72 feet, a radius of 1,733.00 feet and a chord bearing and distance of S 24-21-44 W 794.17 feet to a point; 2) S 44-23-77 W 828.74 feet to a point; thence bearing and distance with the remainder of a creek, said creek being contiguous with the property now in tenancy of V. L. and David McArthur and the property now in tenancy of Thon's Electric, Inc. the following courses and distances: S 17-59-02 W 76.81 feet to a point; S 24-42-39 W 472.1 feet to a point; N 18-57-19 E 327.0 feet to a point; N 08-18-14 E 251.74 feet to a point; N 01-34-21 E 214.42 feet to a point; of 16-07-42 W 95.30 feet to a point; N 04-26-47 E 22.82 feet to a point; N 16-25-22 W 31.36 feet to a point; N 09-25-31 E 85.31 feet to a point; N 50-54-07 W 89.61 feet to a point; N 10-17-29 W 28.43 feet to a point; N 58-18-04 E 83.84 feet to a point; N 13-47-44 E 71.56 feet to a point; N 40-17-12 E 58.63 feet to a point; N 22-40-42 W 42.28 feet to a point; N 04-01-51 W 20.62 feet to a point; N 24-23-40 W 16.48 feet to a point; N 24-22-43 W 51.18 feet to a point; N 35-41-12 W 48.36 feet to a point; N 34-17-24 W 44.11 feet to a point; N 17-25-12 W 88.05 feet to a point; N 09-27-00 W 22.26 feet to a point; N 22-05-15 E 35.75 feet to a point; N 27-50-31 W 47.61 feet to a point; N 01-57-58 E 129.21 feet to a point; N 07-38-19 W 20.80 feet to a point; N 00-26-55 E 143.71 feet to a point; N 22-52-42 E 61.74 feet to a point; N 01-40-30 E 61.69 feet to a point; N 12-48-57 W 103.55 feet to a point; S 89-18-47 W 27.04 feet to a point; N 17-05-43 W 30.33 feet to a point; N 04-16-12 E 43.37 feet to a point; N 14-04-43 W 25.23 feet to a point; N 03-41-09 W 25.77 feet to a point; N 14-17-05 W 79.62 feet to a point; N 03-28-49 W 73.25 feet to a point; thence bearing and distance with the property now in tenancy of Bruce A. Dumas S 88-19-45 E 722.72 feet to a point; thence bearing and distance with the property now in tenancy of C.R. Technologies Inc. the following two courses and distances: 1) S 13-44-19 W 1100.13 feet to an iron pin; 2) S 79-12-19 E, passing through an iron pin 1,814.32 feet, as a head of 716.25 feet to the Point of Beginning.

DEED TO BEY: This being, the same property conveyed to Carolina Fossil Fuels, LLC by deed of Charles Crum, South Carolina, dated _____, 2007 and recorded in _____ of the Office of the Register of Deeds for Oconee County, South Carolina, in Book _____, Page _____.

TAX MAP NO: 2015-6-14014

2015-0817 Page 1/2/07

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 7, 2015
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Second Reading of Ordinance 2015-14 "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" [2015-SUB01]

BACKGROUND DESCRIPTION:

The proposed ordinance, 2015-14 (2015 SUB01), stems from a subsequent rezoning request submitted by KFO Partners LLC. The request consists of a portion of a parcel totaling 38.2 acres at the end of Melton Rd in West Union. The parcel is located in the residential area on the Future Land Use Map and is currently zoned in the Residential District and Traditional Rural District. As submitted, the portion of parcel 177-00-02-011, currently in the Traditional Rural District, would be rezoned into the Residential District. Below is the section from the Zoning Enabling Ordinance that details subsequent requests:

Sec. 38-8.6. - Subsequent rezoning.

(a) Subsequent to the initial change of zoning of any parcel or group of parcels following adoption of these regulations, any individual property owner may make application for rezoning of a parcel(s). All such rezonings shall be subject to the standards set forth in these regulations and South Carolina Code of Laws, 1976, as amended.

(b) Notwithstanding any effort to accomplish a prior rezoning, county council may at any time rezone a parcel or group of parcels pursuant to the goals established in the Oconee County Comprehensive Plan.

During their regular meeting on March 09, 2015, the Planning Commission voted, unanimously, to recommend that County Council adopt Ordinance 2015-14 (2015-Sub01) as requested.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

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, location on the Future Land Use Map & Ord. 2015-14.

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council [1] take second reading of Ordinance 2015-14 and [2] schedule the Public Hearing and third reading as required.

Submitted or Prepared By: _____

Approved for Submittal to Council: _____

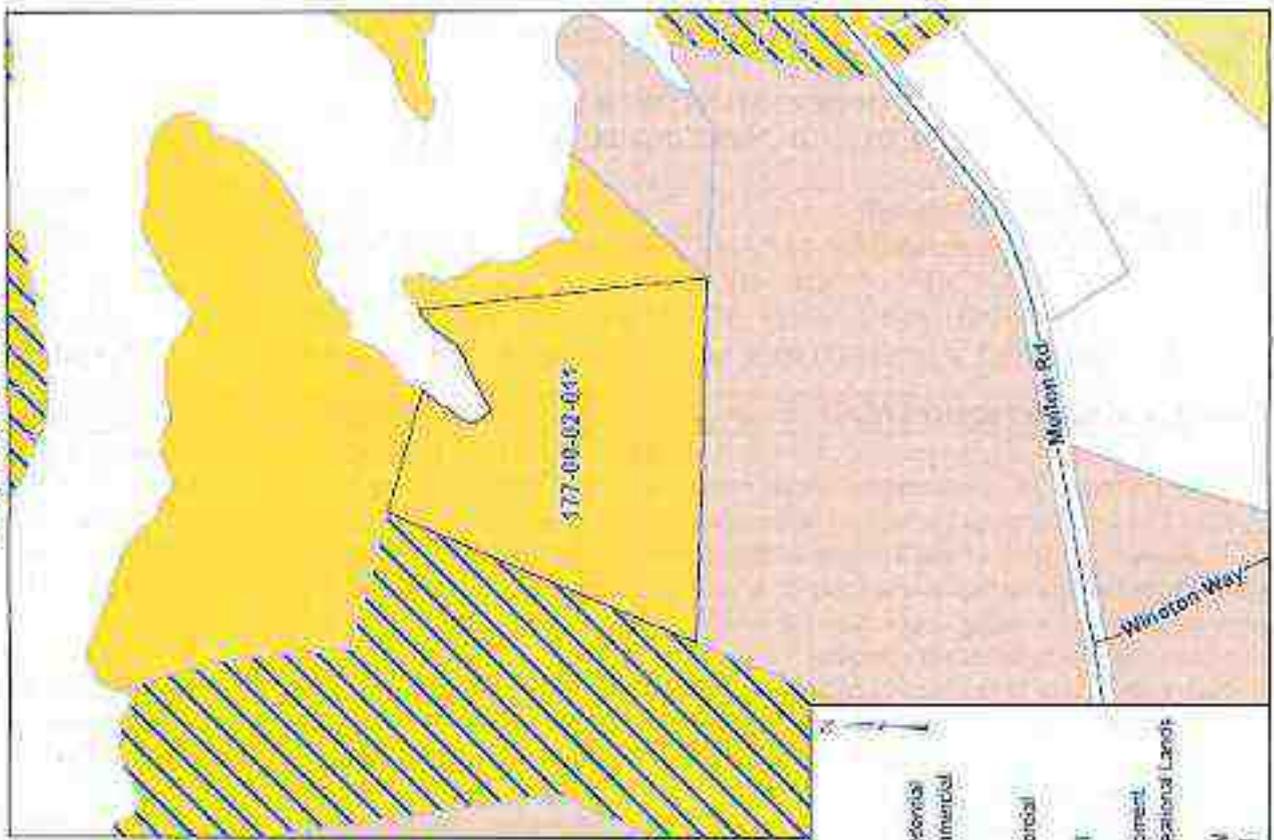
Department Head/Elected Official

T. Scott Moulder, County Administrator

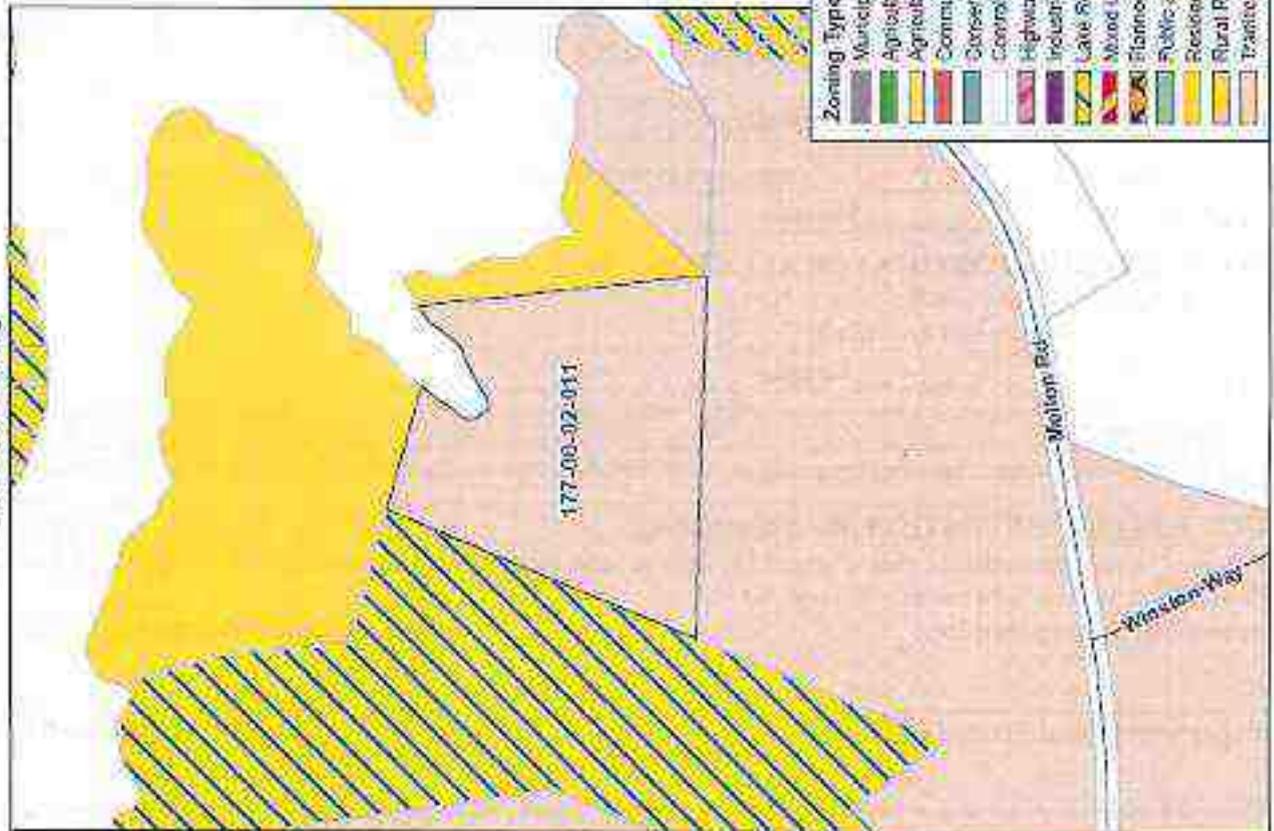
Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility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

Proposed Zoning



Current Zoning



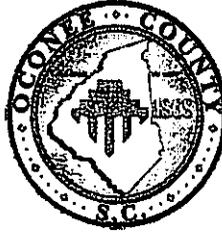
Zoning Types

	Municipality
	Agricultural
	Agricultural Residential
	Community Commercial
	Conservation
	Conservation
	Highway Commercial
	Industrial
	Lake Residential
	Mixed Use
	Planned Development
	Public and Recreational Lands
	Residential
	Rural Residential
	Traditional Rural

*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.*

OCONEE COUNTY PLANNING COMMISSION

415 South Pine Street - Walhalla, SC



TEL (864) 638-4218 FAX (864) 638-4168

Date: March 10, 2015

To: County Council

From: Planning Commission

Re: Ordinance 2015-14 Recommendation

During their regular meeting on March 09, 2015, the Planning Commission voted, unanimously, to recommend that County Council adopt Ordinance 2015-14 (2015-Sub01) as requested.

Please let me know if you have any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "J. A. Stephens", is written over a horizontal line.

Joshua A Stephens

Deputy Director

Community Development

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2015-14**

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 portion of a parcel, listed below, previously zoned in the Traditional Rural District (TRD), and duly identified on the Official Zoning Map to be in the Traditional Rural District, is hereby rezoned, and shall be in the Residential District (RD), 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)

177-00-02-011 p/o

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 _____, 2015.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall, Chairman, County Council
Oconee County, South Carolina

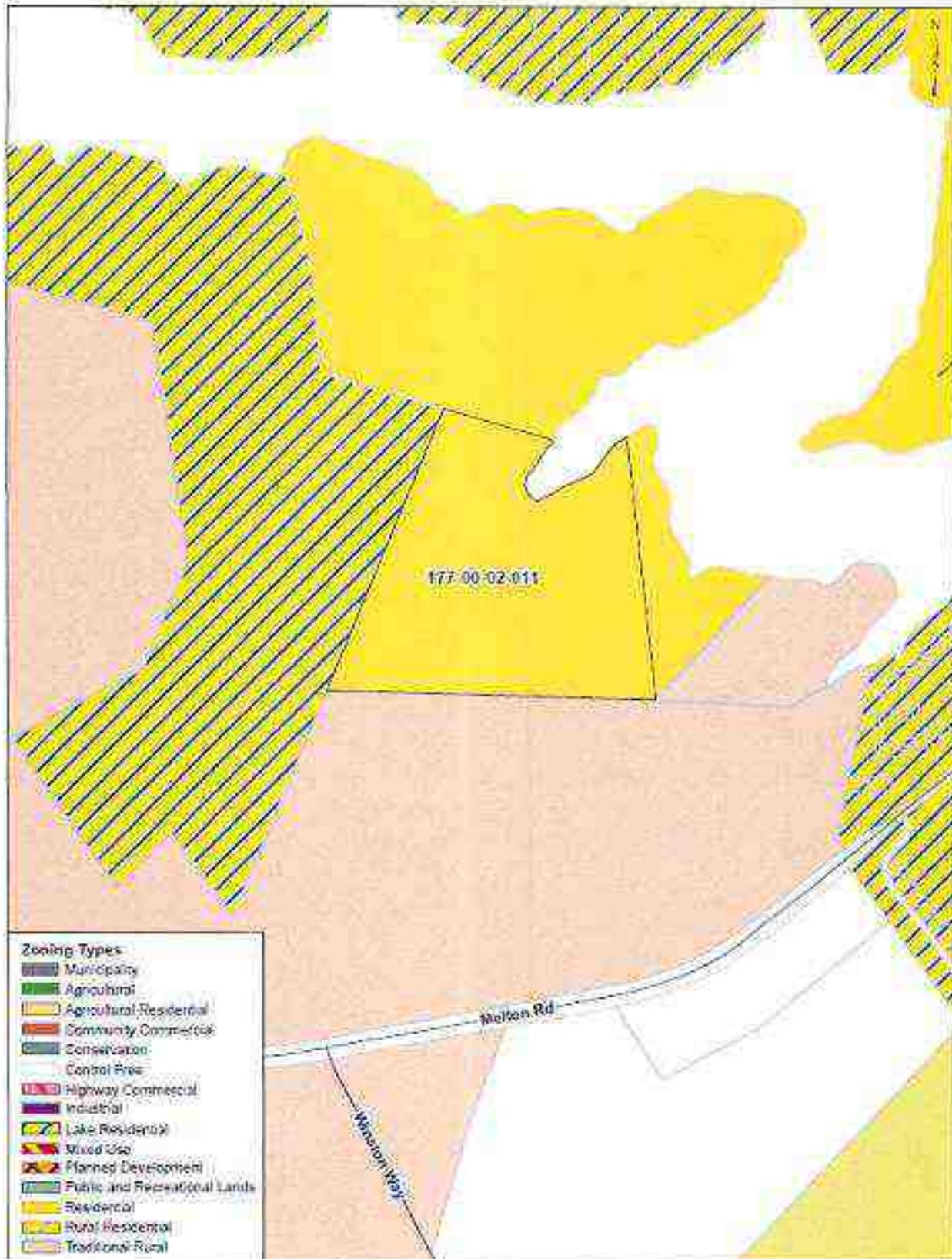
ATTEST:

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

First Reading: March 3, 3015
Second Reading: April 7, 2015
Public Hearing:
Third Reading:

APPENDIX A

Parcels Rezoned by Ordinance 2015-14



STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2015-07

**A RESOLUTION IN SUPPORT OF THE WORKFORCE
DEVELOPMENT AREA DESIGNATION PETITION**

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 (WIOA) Provides funding for workforce development activities that meet the needs of businesses for skilled workers and training, education and employment needs of individuals and as a result, improves the quality of the workforce, and

WHEREAS, the Act provides that the planning and administration of activities under the Act is to involve a Local Workforce Development Board, and

WHEREAS, the Oconee County Council finds that the employment and training needs of its citizens and employers can best be determined by the cooperative efforts of county government and the private sector at the regional level;

NOW, THEREFORE, BE IT RESOLVED, by the governing body of Oconee County, South Carolina, the Oconee County Council, that:

SECTION 1. The Chairman of County Council is hereby authorized to sign an agreement **[EXHIBIT A]** whereby a Consortium of Counties to include Anderson, Oconee and Pickens Counties is formed for the purpose of implementing and carrying out as a Workforce Development Area the provisions of Public Law 113-128, the Workforce Innovation and Opportunity Act and any amendments thereto, with the following stipulations:

- A. Membership. The Consortium shall consist of the Chairperson of each County Council or his/her designee selected from among the membership of the County Council.
- B. Workforce Development Board (WDB) The County Council Chairperson of each participating county shall appoint or reappoint WDB members under the requirements of the Act and criteria established by the Governor. Initial certification of the WDB will be based on compliance with the composition requirements outlined in Section 107(b)(2) as well as any additional criteria established by the Governor.
- C. Administration. The Consortium shall designate the SC Appalachian Council of Governments as the sub-recipient\fiscal agency to carry out the administrative provisions of the Act. All funds allocated to the Workforce Development Area shall flow to the sub-recipient and be disbursed as directed by the local WDB.
- D. Withdrawal. Any county may withdraw from the Consortium by giving notice to the Consortium at least six months prior to the end of the initial two-year designation period and subsequent designation periods.

SECTION 2. The Chairman of County Council is hereby authorized to sign the Workforce Development Area Designation Petition prepared by the SC Appalachian Council of Governments in compliance with Local Workforce Development Area Designation Procedures as prescribed by the State of South Carolina and Section 106 of the Act. Section 106(b)(2) of the Act states that "During the first 2 full program years of this Act, the Governor shall approve a request for initial designation as a local area from any area that was designated as a local area for purposes of the Workforce

Investment Act of 1998 for the 2-year period preceding the date of the enactment of this Act, performed successfully and sustained fiscal integrity". Further, section 106(b)(3) states that "After the period for which a local area is initially designated under paragraph (2), the Governor shall approve a request for subsequent designation as a local area from such local area, if such area - (A) Performed successfully; (B) Sustained fiscal integrity; and (C) in the case of a local area in a planning region, met the requirements in subsection c(1)".

Done in meeting duly assembled this 7th day of April, 2015.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall, Chairman of County Council
Oconee County, South Carolina

ATTEST:

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

Counties of Anderson, Oconee, and Pickens

CONSORTIUM AGREEMENT

Under the

WORKFORCE INNOVATION AND OPPORTUNITY ACT

1. This Agreement is entered into, by and between the Counties of: Anderson, Oconee, and Pickens (hereinafter referred to as the "Counties") by and through their governing bodies, duly adopted and authorized by the governing bodies of said counties.
2. **Purpose.** The purpose of forming a Consortium is to implement and carry out the provisions of Public Law - 113-128, the Workforce Innovation and Opportunity Act of 2014 (WIOA) and any amendments thereto, as a Workforce Development Area (WDA). The Workforce Innovation and Opportunity Act requires that the Governor designate local areas within the state. To that end, the Chief Elected Officials representing Anderson, Oconee and Pickens Counties have formed a Consortium to seek such a designation.
3. **Consortium Membership.** The Chairperson of the County Council (or his/her designee selected from among the membership of the County Council) of each Consortium County shall represent their county as a member of the Consortium.
4. **Workforce Development Board.** The local Chief Elected Officials (CEO's) are authorized to appoint the members of the local board pursuant to Section (107)(c)(1)(B)(i) of the Act using criteria established by the Governor and the State Workforce Development Board . The Workforce Development Board (WDB) membership shall be developed using the composition required by Section 107(b)(2) as well as additional criteria established by the Governor. When possible, the membership of the WDB shall be in the same ratio, or percentage, as the population of the three counties, using the 2013 Population Estimates from the US Bureau of the Census.

2013 POPULATION ESTIMATE

<u>COUNTY</u>	<u>ESTIMATES</u>	<u>PERCENTAGE</u>
Anderson	190,641	49%
Oconee	75,045	20%
Pickens	119,829	31%
Total	385, 515	

The Counties shall jointly bear the responsibility for meeting the standards for membership prescribed in the Act. The Counties shall establish the WDB in accordance with the provisions of Section 107 of the WIOA and criteria established by the Governor.

5. **Board Certification.** Section 107(c)(2)(A) states that "The Governor shall, once every 2 years, certify 1 local board for each local area in the State". Initial certification of the WDB will be based on compliance with the composition requirements outlined in Section 107(b)(2) as well as any additional criteria established by the Governor. In addition to the board composition requirements, Section 107(c)(2)(B) notes that the subsequent certification of the Board will also include "the extent to which the local board has ensured that

workforce investment activities carried out in the local area have enabled the local area to meet the corresponding performance accountability measures and achieve sustained fiscal integrity as outlined in Section 106(e)(2)".

6. Local Area Designation. The WorkLink Workforce Investment Area will be designated as a Workforce Development Area under WIOA if it meets the requirements of the Act in Section 106(b)(2) which states "During the first 2 full program years following the date of enactment of this Act, the Governor shall approve a request for initial designation as a local area from any area that was designated as a local area for purposes of the Workforce Investment Act of 1998 for the 2-year period preceding the date of the enactment of this Act, performed successfully, and sustained fiscal integrity". Further, section 106(b)(3) states that "After the period for which a local area is initially designated under paragraph (2), the Governor shall approve a request for subsequent designation as a local area from such local area, if such area – (A) Performed successfully; (B) Sustained fiscal integrity; and (C) in the case of a local area in a planning region, met the requirements in subsection (c)(1)".
7. Administration. The Workforce Innovation and Opportunity Act in Section 107(d)(12)(B)(i)(I) requires that the Consortium Counties, through their Chief Elected Officials, shall serve as the local grant recipient for, and shall be liable for any misuse of the grant funds allocated to the local area under Sections 128 and 133. Fiscal responsibility will be allocated among the Consortium Counties based on the ratio of funds received each year through the Workforce Innovation and Opportunity Act. In accordance with Section 107(d)(12)(B)(i)(II) the SC Appalachian Council of Governments shall be designated by the Consortium to serve as the local grant sub-recipient/fiscal agent to carry out the administrative provisions of the WIOA legislation. However, the Consortium retains liability for use of WIOA funds as required in Section 107(d)(12)(B). The SC Appalachian Council of Governments shall disburse funds at the direction of the WDB as required by the Act.
8. Withdrawal. Any County may withdraw from the Consortium by giving written notice to the Consortium at least six months prior to the end of the two-year Workforce Development Area designation period.
9. Role of the Consortium Counties. Each County shall promptly furnish to the WDB any information requested which may in any way relate to the purpose of this Agreement and the Workforce Innovation and Opportunity Act. The governing body of each County agrees to cooperate with the WDB in carrying out its responsibilities under the Act as required in Section 107. The responsibilities of the Chief Elected Official of each County include:
 - Appointment of WDB members from respective counties;
 - Collaboration with the Board in the WDB's selection of standing committee members;
 - Shared oversight of the One-Stop System within the Workforce Development Area in partnership with the WDB, including agreement in the selection process for One-Stop Operators in the Workforce Development Area;
 - Negotiation with the WDB and Governor on local area performance measures; and,
 - Collaboration with the WDB in in the development and approval of the local and regional plan(s).

CONSORTIUM AGREEMENT
Under the
WORKFORCE INVESTMENT ACT

SIGNATURE PAGE

ANDERSON COUNTY

Signature of Chief Elected Official

Date

Typed Name and Title

OCONEE COUNTY

Signature of Chief Elected Official

Date

Wayne McCall
Oconee County Council Chairman

PICKENS COUNTY

Signature of Chief Elected Official

Date

Typed Name and Title

The purpose of the proposed Resolution is to facilitate the formation of a Consortium composed of Anderson, Oconee and Pickens counties required to implement and carry out the provisions of Public Law 113-128, the Workforce Innovation and Opportunity Act of 2014 (WIOA) and any amendments thereto, as a Workforce Development Area (WDA).

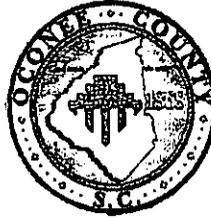
The Workforce Innovation and Opportunity Act requires that the Governor designate local areas within the state. Since 1999, a Consortium Agreement has been in place through which Anderson, Oconee and Pickens counties have successfully partnered to serve the workforce needs of their citizens under the Workforce Investment Act.

The new Workforce Innovation and Opportunity Act allows for a continuation of that valuable partnership as it retains many of the components of its predecessor, while also making changes which are intended to benefit jobseekers and employers.

In addition to the Consortium Agreement a formal designation petition must also be completed which, once finalized, the proposed Resolution authorizes the County Council Chairperson to sign.

If approved, once all of the required paperwork has been completed and the documents have been signed by all three County Council Chairpersons, the petition will be submitted to the South Carolina Department of Employment and Workforce no later than 5:00pm on Monday, May 4, 2015. The petitions will then be reviewed by the State Workforce Investment Board and final designation of workforce development areas will be made by June 30, 2015.

OCONEE COUNTY PLANNING COMMISSION



415 South Pine Street - Walhalla, SC

TEL (864) 638-4218 FAX (864) 638-4168

Date: March 10, 2015

To: County Council

From: Planning Commission

Re: Recommendation Concerning Capital Improvement Project Listing [CIP v2014-1]

During their regular meeting on March 9, 2015, the Planning Commission voted, unanimously, to approve the Capital Project Improvement List [CIP v2014-1], containing the Pending Project List, Projects Scored/Begun List and Projects Removed List, with the following recommendations:

1. Extending Sewer South to Exits 2 & 4 on I-85 should be a priority should funding become available, and
2. The Library system projects should be a priority, with the Seneca Branch as the initial focus, should funding become available.

Please let me know if you have any questions.

Respectfully,

Joshua A. Stephens

Deputy Director

Community Development

Oconee County, South Carolina
 Capital Project Advisory Committee
**Capital Improvement
 Project Listing**
PENDING

Department Name	Public Service & Operators	Short Term Economic Development Goals	Ongoing / Long Term Economic Development Goals	Description	** Projected Proposed Budget	Source (see key at bottom)	Date Presented to Cmte	Status of Project
Facilities Maintenance		X	X	Brown Building - Up-fit into office space	\$750,000	OCE	Unscheduled	On Hold - Facility in Use - Some work ongoing for tenants.
Economic Development		X	X	Revolving Shell Building (#4)	\$2,000,000	OCE		On Hold pending approval of #3
Economic Development			X	Golden Corner Commerce Park	\$3,500,000			Expect lower price & utilizing in house staff for some work.
Solid Waste	X			Landfill Expansion	\$750,000			On Hold - pending Land Acquisition
					\$7,000,000			

**** Projected Proposed Budget:** This amount is based on current best available information and is a projected cost only; it does not reflect what County Council may approve in future for any project receiving capital project funding.

Oconee County, South Carolina
Capital Project Advisory Committee
**Capital Improvement
Project Listing**

**PROJECTS SCORED and/or
PROJECTS BEGUN BY
STAFF**

Department Name	Public Service & Operators	Short Term Economic Development Goals	Ongoing / Long Term Economic Development Goals	Description	** Projected Proposed Budget	Source (see key at bottom)	Date Presented to Cmte	Status of Project
Economic Development		X	X	Revolving Shell Building [#3]	\$2,000,000	PE	06-2012	Project Presented - Moved Forward to Plan. Comm.
High Falls	X			Campsite Renovations (water, electric, rebuild)	\$300,000	PE	03-2012	Project Presented - Moved Forward to Plan. Comm.
Solid Waste	X			Expand 2nd Busiest MCC	\$850,000	PE	05-2012	Project Presented - Moved Forward to Plan. Comm.
Economic Development		X	X	Development of Seneca Rail Site	\$2,300,000	OCE	9-26-12	Project Presented - Moved Forward to Plan. Comm.
South Cove	X			Construct New Office	\$200,000	OCE	3-6-13	Project Presented - Moved Forward to Plan. Comm.
Library	X			Seneca Branch	\$9,100,000	OCE	5-22-13	Projects Presented - Moved Forward to Plan. Comm.
Library	X		Renovate Interior of Walthalla Branch	\$600,000	OCE			
Library	X		Westminster Branch Expansion	\$1,000,000	OCE			
Library	X		New 7,400 SF South County Branch	\$2,000,000	OCE			
Economic Development		X		Sewer Line to Concross I-85 & GCCP	\$8,000,000	PE	Unscheduled	Project Begun by County Staff

Denotes projects [one or both] Administrator hopes to fund in coming budget processes.

**** Projected Proposed Budget:** This amount is based on current best available information and is a projected cost only; it does not reflect what County Council may approve in future for any project receiving capital project funding.

OCE - Dept. Head Estimate

(Note: Expenses not included in the authority of Administrator) or other project placement credits; PE - Professional Estimate



NOTES PLANNING & ECONOMIC DEVELOPMENT COMMITTEE MEETING

December 9, 2014

COMMITTEE MEMBERS

Mr. Paul Carr, District III, Chairman

Mr. Joel Thrift, District IV

Mr. Reginald F. Dexter, District V

Economic Development:

Mr. Blackwell addressed the Committee utilizing a PowerPoint presentation *(copy filed with these minutes)* and discussed the following topics:

- Project Pipeline
 - 17 active projects / 10 prospects / 187 leads
- Workforce Development
 - Job Fairs
 - Partnerships with Schools
 - ADP Showcase
 - Workforce Summits
 - Workkeys
- 2014 Recap
 - 2,89 New Jobs / \$45 Million Capital Investments
- Oconee County: 8th Top Performing Metropolitan out of 576 in US & 1st in South Carolina

Planning Department / Community Development / Zoning:

Mr. Stephens addressed the Committee utilizing a PowerPoint presentation *(copy filed with these minutes)* and discussed key areas:

- Building Development - Permitting & Inspections
- Planning & Zoning Update
- Community Development Update
- Strategic Planning Projects
 - Comprehensive Plan Review
 - Keywee Treasury Project Rehearsing

South Carolina Heritage Corridor Presentation / Ms. Michelle McCollum

Ms. McCollum addressed the Committee utilizing a PowerPoint presentation *(copy filed with these minutes)* and discussed key areas:

- Questions related to "What Does the Future of Oconee look like?"
- State Tourism Development Plans
- Upstate's Position in Tourism Development
- Sanctuary Pointe & SC Great Out Doors Center
- Oconee County Great Outdoors Initiative
- Discussion related to "Appalachian Rustic Elegance"
- "Destination Oconee" Branding
 - Elements of the Plan
 - Potential Tourism goals/expansion
 - Marketing Material
- Appalachian Rustic Elegance - What will it take?
 - Greenwood, SC examples
 - Keys to Success
 - Strong Leadership
 - Investment
 - Community Engagement
 - Growth Management
 - Effective Marketing
 - Policy Examples

NOTICE OF PUBLIC HEARING
OCONEE COUNTY, SOUTH CAROLINA

NOTICE IS HEREBY GIVEN that a public hearing will be held by the County Council of Oconee County (the "County Council"), South Carolina, in the County Council Chambers, 415 South Pine Street, Walhalla, South Carolina, on April 7, 2015, at 6:00 p.m.

The purpose of such public hearing is to consider Ordinance 2015-11 authorizing the execution and delivery of an Amended and Restated Fee-In-Lieu of Tax Agreement by and between Oconee County and Borg Warner Torq Transfer Systems Inc., whereby Oconee County will enter into an Amended and Restated Fee-In-Lieu of Tax arrangement with Borg Warner Torq Transfer Systems Inc. and providing for payment by Borg Warner Torq Transfer Systems Inc. of certain fees-in-lieu of ad valorem taxes; providing for the allocation of fees-in-lieu of taxes payable under the Agreement for the establishment of a multi-county industrial/business park; and other matters relating thereto.

At the public hearing all taxpayers and residents of Oconee County and other interested persons who appear will be given an opportunity to express their views for or against the ordinance.

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

WOMBLE CARLYLE SANDRIDGE & R

IN RE: Public Hearing Notice: 4/7/15

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 03/20/2015 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
03/20/2015


(Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024

NOTICE OF PUBLIC HEARING
OCONEE COUNTY,
SOUTH CAROLINA

NOTICE IS HEREBY GIVEN that a public hearing will be held by the County Council of Oconee County (the "County Council"), South Carolina, in the County Council Chambers, 415 South Pine Street, Walhalla, South Carolina, on April 7, 2015, at 6:00 p.m. The purpose of such public hearing is to consider Ordinance 2015-11 authorizing the execution and delivery of an Amended and Restated Fee-In-Lieu of Tax Agreement by and between Oconee County and Borg Warner Torq Transfer Systems Inc., whereby Oconee County will enter into an Amended and Restated Fee-In-Lieu of Tax arrangement with Borg Warner Torq Transfer Systems Inc. and providing for payment by Borg Warner Torq Transfer Systems Inc. of certain fees-in-lieu of ad valorem taxes; providing for the allocation of fees-in-lieu of taxes payable under the Agreement for the establishment of a multi-county industrial/business park; and other matters relating thereto.

At the public hearing all taxpayers and residents of Oconee County and other interested persons who appear will be given an opportunity to express their views for or against the ordinance.

NOTICE OF PUBLIC HEARING

There will be a public hearing for Ordinance 2015-13 with respect to the approval by Oconee County, South Carolina of a fee-in-lieu-of-tax agreement ("FILOT") and to extend the term of the Joint County Industrial and Business Park for the Project until December 31, 2023. The FILOT will be entered into by Oconee County with Itch South, LLC. Itch South, LLC's facility is located at 7090 South Highway 11, Westminster, South Carolina. Said public hearings will occur at a meeting of the Oconee County Council in the Administration Building, 415 South Pine Street, Walhalla, South Carolina on Tuesday, April 7, 2015 at 6:00 p.m.

OCONEE COUNTY, SOUTH CAROLINA

Wayne McCall
Chairman of County Council