



Public Comment SIGN IN SHEET

April 21, 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	Ward Feltrow	Audit of SCNHC
2	Ben Turitzky	FALL CREEK
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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.

①

04.15.2015

First, let's begin with the brief 4 page review - I have given you which contains a portion of an audit of the private, non-profit S.C. National Heritage Corridor. A few of the expenditures questioned in the audit are:

Read the list.

Grand total of \$65,112. This is the same organization which has been the recipient of federal, state and local monies and has espoused the concept of the "rustic elegance" look for Oconee County. In 2014, Oconee County donated \$40,000 to the S.C. Great Outdoors Initiative, a program set up and run by the S.C. National Heritage Corridor, Seneca and Westminster EACH approved funding of \$15,000. My question is does anyone know how this money is spent? Is there any fiscal accountability?

(2)

Oconee County is to be the "FLAGSHIP" of the National Heritage program. Other counties wanted to take the lead in the new program, but Oconee County will be first. Michelle McCollum, Executive Director of the SCNHC, stated that the program was "field tested" in five pilot communities around the state.

Does anyone know who these five pilot communities are?

Also, on 3/6/2014, Oconee County check #229360 was issued to SCNHC in the amount of \$25,000, and on 2/6/2015, Oconee County check #238615 was also issued to SCNHC for \$10,000. Was county council aware of these expenditures? And if so, were any questions asked regarding where the money went? Again, fiscal accountability comes into question.

(3)

Also sandwiched in the middle of all this is the S.C. Upper Piedmont Heritage Ass'n, an organization which, interestingly enough has the same mailing address as SCNHC. That is:

P.O. Box 477

Belton, SC 29627-0477

Oconee County check # 239440 in the amount of \$25,000 was issued to Upper Piedmont on 3/26/2015 and was coded for SCNHC. Could co mingling of funds be an issue? Are your eyes glazed over yet? Also of interest is Mr. Phil Shirley, Director of Oconee County Parks, Recreation and Tourism and Ken Sloan, Director of Mountain Lakes Convention and Visitors Bureau are both on the board of Upper Piedmont along with Michelle McCallum, Ex. Director of SCNHC.

Grant funding is expected to cover part of the still unspecified cost of the Great

ATL... Initiative Project.

④

But the county might face some additional costs, as would the cities. Does anyone have any idea of how much these costs might be? Ah! The devil is in the details!

Ken Sloan, Director of Mountain Lakes Convention and Visitors Bureau, wants the county to impose a Hospitality Tax along with as yet unspecified codes, rules and regulations relating to property ownership. He claims the county is not "cool". I have a suggestion: if we want our county to be "cool", let's embark upon a program to remove the hundreds of abandoned and trashed trailers which adorn our countryside and are an unsightly blight on our community.



SOUTH CAROLINA GENERAL ASSEMBLY

Legislative Audit Council

February 2011

A REVIEW OF THE S.C. NATIONAL HERITAGE CORRIDOR: A PROGRAM OF THE DEPARTMENT OF PARKS, RECREATION AND TOURISM



Internal Audit of Corridor Management and Expenditures — 2006

In 2006, the Department of Parks, Recreation and Tourism's Internal Auditor conducted an audit of the private, nonprofit S.C. National Heritage Corridor. Since the Corridor was the management entity for the program and had received state and federal funds to administer the program, the agency's auditors reviewed expenditures made by the entity from July 1, 2004, through December 31, 2005. The audit found that "[m]any of the deficiencies appearing in the report indicated clearly, a limited knowledge and understanding of applicable State and Federal Regulations by both SCNHC [the management entity] and SCPRT staff."

Table 2.1 provides examples of expenditures that PRT's auditors questioned.

Table 2.1: Examples of Questioned Expenses Documented in PRT's Internal Audit

EXAMPLES OF CORRIDOR EXPENSES	AMOUNT
Luncheons, Christmas Meals, Receptions, Tours	\$26,855
Catering Services	\$14,912
Santa Suits, Hot Dog Warmer, Gift Certificates	\$8,531
Wine/Alcohol Bar Tabs for Meetings	\$5,568
Gala - Decorating, Give-aways	\$5,000
Credit Card Expenditures without Receipts	\$3,496
Entertainment (band)	\$850

65,112

In addition, the auditors found that the entity had awarded grants to itself. The grants, totaling more than \$50,000, were for brochures, marketing, maps and other expenses. While the Board's Director challenged this finding, the audit indicated that supporting documentation was not made available to resolve the challenge.

In 2006, before the audit was finalized, PRT took corrective action and required that, among other actions, fiscal management of the corridor be transferred to PRT. Staff of the Corridor became PRT employees and the director reported to the PRT executive director. Additional changes were made to the State Board's practices including requiring formal minutes, hiring legal counsel and developing written policies.

However, questionable state and federal funds that the Corridor Board expended were not repaid. We asked PRT management why the private, nonprofit Corridor was not required to repay the state for these expenses. PRT's director of finance stated that funds were not required to be repaid for three reasons.

- First, state and federal funds were commingled with private funds. “All the funds were deposited and expended from the same account. Therefore, with the lack of detail and separation of funds we were unable to entirely distinguish the source of funds and therefore we did not make any adjustments to the federal reporting.”
- Second, some expenditures dealt with violations of the state procurement code. PRT stated that “[w]e did not make adjustment to the federal report since that year (2002 was the year the grant was paid) had closed before the final audit report issued January 8, 2007.”
- Third, “There was some dispute as to the interpretation of the A-87 [federal cost guidelines] relating to advertising and public relations costs when part of the enabling legislation from congress explicitly states ‘Featured programs and activities such as tours, museums, and festivals take place through voluntary efforts coordinated by the areas’ management entities.’ Therefore, no adjustments were made to the federal reports for expenditure or matching funds information.”

We found that questionable expenditures could have been prevented if the Department of Parks, Recreation and Tourism had examined Board requests for reimbursements. One request for reimbursement that PRT paid included itemized expenditures for alcoholic beverages and other items should not be paid for with public funds.

We could find no reason why PRT should not have aggressively pursued repayment of these expenses. In addition, we could find no evidence that staff were held accountable.

Internal Audit Not Provided to Board Members

In April 2006, the Corridor’s Board of Directors was informed that an internal audit of the Corridor was underway, and that funds spent for marketing, advertising, or educational programs were being questioned by auditors. There was no evidence that the Board was informed at that time that public funds were spent on other questionable expenses.

The final audit was provided to the board’s chair and vice chair and discussed with them. According to PRT management, the board chair did not provide the report to all board members.

Ward,

This is the website that you can get the actual report from:

http://lac.sc.gov/LAC_Reports/2011/Documents/Heritage_Corridor.pdf

Comments from FOLKS Re: Fall Creek – April 21, 2015

We express our deepest sympathy to the Tolliver family on the drowning of their son at Fall Creek. We also commend the Council for starting to discuss possible solutions. There are numerous problems at this remote access area and FOLKS hopes that you will look at the overall situation.

Several years ago I personally came upon a drug bust in broad daylight and would venture to say that the number of calls the Sheriff's Department gets annually to Fall Creek probably greatly exceeds calls to the rest of the access areas combined.

In FOLKS opinion, the only way that Fall Creek will come under control with respect to alcohol, drugs, fires and overnight camping is by developing this area into an Oconee County Park. The Relicensing Agreement states that Duke Energy is interested in leasing the remaining access areas to Oconee County. The Council and Administration should see just how interested they are, in particularly about Fall Creek.

We believe there have been 6-7 deaths at Fall Creek over the past 15-20 years. A while back there was a rope tied to a tree that allowed people to swing out and jump. The rope was taken down a few times and eventually the trees from which it the rope could be tied were also taken down.

For the past few years we have had divers from BSA Troop 701 in North Carolina come down with their fathers to sweep the bottom of the lake in "the Rock" area and they bring up several large plastic bags of beer cans in a few hours.

We recognize there are budget issues but hope that you will develop a plan for Fall Creek in cooperation with Duke Energy.

***Ben Turetzky
18 Lash up Lane
Salem SC 29676
864-903-4692
ben826@charter.net***

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION P2015-04

**A PROCLAMATION RECOGNIZING THE
150TH ANNIVERSARY OF BASF**

Whereas, BASF is the world's leading chemical company by sales;

Whereas, BASF has a substantial presence in the State of South Carolina, and has been in Oconee County since 1987;

Whereas, the company currently has more than 450 employees in South Carolina, with facilities located in Seneca, Mauldin, Spartanburg, North Charleston and Clemson. The Oconee site employees approximately 340 people;

Whereas, the BASF sites in South Carolina and their employees contribute to the well-being of the communities in which they reside through support of the local economies, non-profit organizations, business associations and chambers of commerce;

Whereas, history shows that chemistry is an enabler for new ideas and solutions and BASF's corporate purpose is "We create chemistry for a sustainable future;"

Whereas, BASF is celebrating its 150th anniversary in 2015 and will focus its "*We create chemistry*" strategy addressing global challenges in three areas: Urban Living, Smart Energy and Food;

Whereas, BASF's South Carolina sites are contributing solutions to addressing these and other challenges that face our local communities, state, nation and the world;

Whereas, BASF has made it a priority throughout its history – and in particular in its 150th year -- to connect people and ideas to make a lasting contribution to society; and

Whereas, BASF has pledged to continue to use what it learns in its anniversary year for the benefit of society.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, by Oconee County Council in meeting duly assembled, that Oconee County Council wishes to acknowledge BASF on their 150th year.

APPROVED AND ADOPTED this 21st day of April, 2015.

OCONEE COUNTY, SOUTH CAROLINA

Wayne McCall
Chairman of County Council
Oconee County, South Carolina

ATTEST:

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



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: April 21, 2015 6:00 p.m.**

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"

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

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 Commissions appointed by Council should do so in an appropriate manner.

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

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

Please submit written comments to the Clerk of Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Please PRINT your name

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None

**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
Initial Public Hearing:	April 7, 2015
Second 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 21, 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

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 the above views, parts or items of land being and being situated in the State of South Carolina, County of Oconee, containing 38.80 acres, used or to be used, being more particularly described on a plan of survey entitled "ALTAZONA LARL 1916 Survey for Carolina Power Equity, LLC", prepared by Thomas Carl Swearing, Inc. dated June 6, 2007, and having recording # and plan, the following notes and bylaws:

Commencing at a point in SC Highway 11, said point being approximately 1000' east of the intersection with the Highway 78-227, thence running with SC Highway 11 the following two courses and distances: 1) along and with a curve to the right, having an arch length of 172.75 feet, a radius of 1703.90 feet and a chord bearing and distance of S 24-22-04 W 768.22 feet to a point; 2) S 44-15-27 W 618.28 feet to a point; thence running and meeting with the remainder of a creek, said creek being common with the property site or tenancy of N. C. and David McAlister and the property site or tenancy of Third Brothers, Inc. the following courses and distances: 2) S 73-50-01 W 36.64 feet to a point; N 24-03-24 W 475.00 feet to a point; N 14-07-09 E 51.59 feet to a point; N 04-20-24 E 151.24 feet to a point; N 01-26-29 E 70.47 feet to a point; S 14-07-43 E 95.31 feet to a point; N 04-12-48 E 32.82 feet to a point; N 10-26-13 W 91.50 feet to a point; N 09-25-31 E 45.31 feet to a point; N 20-04-47 E 50.61 feet to a point; S 01-17-27 W 21.43 feet to a point; N 28-28-48 E 33.64 feet to a point; N 73-41-00 E 21.58 feet to a point; S 21-17-10 E 54.18 feet to a point; S 22-40-42 W 67.84 feet to a point; N 04-01-41 W 30.58 feet to a point; N 24-25-07 W 65.48 feet to a point; N 26-22-05 W 53.18 feet to a point; S 25-48-12 W 38.36 feet to a point; N 23-17-20 W 44.33 feet to a point; N 17-22-12 W 68.32 feet to a point; N 01-57-58 E 129.22 feet to a point; N 27-25-15 E 55.95 feet to a point; N 27-03-21 W 77.41 feet to a point; N 01-57-58 E 129.22 feet to a point; N 07-24-29 W 100.98 feet to a point; N 00-05-03 E 141.77 feet to a point; N 32-33-42 S 81.74 feet to a point; N 01-00-38 E 81.49 feet to a point; N 13-02-20 W 107.28 feet to a point; S 60-18-43 W 27.01 feet to a point; N 13-00-40 E 30.21 feet to a point; N 08-23-12 E 49.57 feet to a point; N 14-09-13 W 52.08 feet to a point; N 02-11-22 E 80.77 feet to a point; N 10-14-10 W 79.83 feet to a point; S 102-09-46 W 78.50 feet to a point; hence running with creek and meeting with the property site or tenancy of Birch A. Daniels S 06-15-33 E 77.32 feet to an iron pin, thence running and meeting with the property site or tenancy of A.B. Federlechte the the following two courses and distances: 1) S 13-06-18 W 1100.25 feet to an iron pin; 2) S 76-22-39 E, passing through an iron pin at 626.22 feet, to a total of 716.77 feet to the Point of Beginning.

REMARKS: This being the exact property conveyed to Carolina Flootable, LLC, by deed of Deacon County, South Carolina, dated _____, 2007, and recorded on _____, 2007 in the Office of the Register of Deeds for Oconee County, South Carolina, in Book _____ of Page _____.

TAX MAP NO. 251-00-04-024

2007 (2007) 10/20/07

Cost/Benefit Analysis
Itech South
Oconee County

Project Data

New Building (Construction)	\$	2,880,000
Existing Building	\$	-
Land Cost	\$	-
Equipment (Less Pollution Control)	\$	3,150,000
Employees		34
Avg. Hourly Wage	\$	17.00
Avg. Salary	\$	34,000
Total Direct Payroll	\$	1,156,000

Project Multipliers

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

Employment Impacts

Employment -- Direct		34
Employment -- Indirect		16
Total Employment Impact		50

Net Costs	<u>Year 1</u>	<u>20-Year NPV</u>
Local	\$ 24,359	\$ 397,014
Total State & Local Costs	\$ 24,359	\$ 397,014
 Net Benefits		
Local	\$ 59,845	\$ 489,762
Local Economy	\$ 4,600,800	\$ 7,105,919
Total Local Benefits	\$ 4,660,645	\$ 7,595,681

	<u>Year 1</u>	<u>20-Year NPV</u>
Local Government Costs		
Fee-in-Lieu of Property Taxes	\$ 10,887	\$ 302,768
MCP Split	\$ 842	\$ 8,868
Special Source	\$ 12,631	\$ 85,378
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	\$ 24,359	\$ 397,014
Local Government Benefits		
Taxes from existing building	\$ -	\$ -
Direct Property Taxes	\$ 84,204	\$ 886,776
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	\$ 84,204	\$ 886,776
Net Local Benefits	\$ 59,845	\$ 489,762
Local Benefit/Cost Ratio	2:1	1:1
Local Economy Benefits		
Total Private Sector Benefits	\$ 4,600,800	\$ 7,105,919

Economic Development Impact

Summary Analysis

Construction Benefit:	\$943,092
Facility Operation Benefit:	\$2,539,139
Employee Benefit:	\$7,524
Visitor Benefit:	\$30,000
Total Benefit:	\$3,519,755

Development Costs:	\$0
Operational Costs:	\$65,592
Employee Costs:	\$26,247
Total Costs:	\$91,839

The Benefit to Cost (year 1) is: **\$38.33 : 1**

The Benefit to Cost (yr 2+) is: **\$28.06 : 1**

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: April 21, 2015

COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Second Reading of Ordinance 2015-06 - "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY") AND CASTO SOUTHEAST REALTY SERVICES, LLC OR ITS ASSIGNEE (THE "COMPANY") INCLUDING AN INFRASTRUCTURE IMPROVEMENT CREDIT RELATING TO THE FEES IN LIEU OF TAXES THEREUNDER PURSUANT TO TITLE 12, CHAPTER #4, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED AND THE PLACEMENT OF RELATED PROPERTY IN A MULTICOUNTY INDUSTRIAL BUSINESS DEVELOPMENT PARK ESTABLISHED BY THE COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SENECA, RELATED TO THIS MATTER; AND OTHER MATTERS RELATING THERETO."

BACKGROUND DESCRIPTION:

The company involved is Casto Realty Services. The location of this economic development project is at the former DeFore Milliken Plant property on the corner of SC Hwy 123 and SC Hwy 93. In late 2013, NewSpring Church bought this roughly 60 acre tract. They have since sold roughly 42.6 acres to Casto and will retain 17.1 acres for their use. This Casto Tract will be taxed and will encompass somewhere between 275,000-350,000 square feet of commercial (both retail and restaurants) space. This acreage fronts SC Hwy 123 and SC Hwy 93. It is estimated by the developer that this project will result in a total capital investment of between \$35,000,000 and \$45,000,000. It will also result in 300-400 new jobs for the County once full build-out has occurred.

Ordinance 2015-06 does the following: establishes an agreed upon "fee-in-lieu" (FILT) tax agreement between the County and the Company, includes establishment of an infrastructure improvement credit between the Company and the County, commits the County to contribute a certain amount to sewer infrastructure improvements associated to the project, it places the property into a multi-county industrial park (MCIP) and establishes an intergovernmental agreement that includes the City of Seneca.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

N/A

ATTACHMENTS

Recent Draft of Site Plan (provided by Company)

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council approve Ordinance 2015-06 on second reading.

Submitted or Prepared By:

Scott Moulder

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.

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2015-06**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY") AND CASTO SOUTHEAST REALTY SERVICES, LLC OR ITS ASSIGNEE (THE "COMPANY") INCLUDING AN INFRASTRUCTURE IMPROVEMENT CREDIT RELATING TO THE FEES IN LIEU OF TAXES THEREUNDER PURSUANT TO TITLE 12, CHAPTER 44, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED AND THE PLACEMENT OF RELATED PROPERTY IN A MULTICOUNTY INDUSTRIAL BUSINESS DEVELOPMENT PARK ESTABLISHED BY THE COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SENECA; 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 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, or cause to be acquired, properties and to enter into agreements with any business to construct, operate, maintain and improve such property and to enter into or allow financing agreements with respect to such properties through which powers the economic development of the State of South Carolina (the "State") 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, Casto Southeast Realty Services, LLC, a Florida limited liability company (referred to hereinafter as the "Company"), has requested the County to participate in executing a fee agreement (the "Fee Agreement") pursuant to the Act for the purpose of authorizing and of acquiring, by purchase and construction and installation of, certain real property and improvements, machinery, equipment, fixtures and furnishings for the purpose of the operation by the Company and its affiliates of certain commercial and business facilities in the County (the "Project"), all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the Project is expected to involve at least \$2,500,000 of investment in real and personal property, all within the fifth year after the year of execution of the Fee Agreement referred to herein; and

WHEREAS, under the authority granted to the County pursuant to Article VIII, Section 13(d) of the Constitution of South Carolina and Section 4-1-170 of the Code of Laws of South Carolina of 1976, as amended, the County and another South Carolina county or counties contiguous to the County are authorized to enter into an agreement for the development of a joint

county industrial or business park (the "Park Agreement") and to thereafter develop the industrial and business park described in the Park Agreement (a "Park"); and

WHEREAS, the County, acting through the County Council, is also authorized by Section 4-1-175, Section 4-29-68, and Section 12-44-70 of the South Carolina Code of Laws, 1976, as amended (collectively, the "Infrastructure Act") to provide infrastructure improvement credits (the "Infrastructure Credits"), secured by and based solely on revenues of the County from payments in lieu of taxes pursuant to Section 4-1-170, Code of Laws of South Carolina, 1976, as amended and Section 12-44-50 of the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving, or expanding infrastructure, land and improvements to real property as defined in Section 4-29-68(A)(2) and Section 12-44-70(B) of the Infrastructure Act in order to induce the Company to proceed with the Project in the County; and

WHEREAS, based upon the information supplied by the Company, 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; 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; 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; 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 is authorized by Sections 4-9-30 and 4-9-41 of the South Carolina Code of Laws, 1976, as amended, to enter into the joint administration of the exercise of powers, as authorized by Section 13 of Article VIII of the South Carolina Constitution with any incorporated municipality and desires to enter into an Intergovernmental Agreement with the City of Seneca (the "City") for the upgrade of certain municipal utility services serving the general area in which the Project will be located (the "Intergovernmental Agreement"), thereby helping provide such utility services for the Project; and

WHEREAS, after due consideration the County has determined that placing the real property on which the Project will be located into a Park through execution and delivery of a Park Agreement with Pickens County and entering into a Fee Agreement providing for a fee in lieu of tax ("FILOT") arrangement and granting certain Infrastructure Credits with respect to the Project, and entering into the Intergovernmental Agreement with the City will further the purposes and objectives of the Act and the Infrastructure Act; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL IN MEETING DULY ASSEMBLED:

Section 1. Pursuant to the Act, and based on information provided by the Company, the County Council has made and hereby makes the following findings:

(a) By providing improved or expanded commercial capabilities for the Company and improvements to the sewer system, roads and other infrastructure in the area in which the Project is to be located, the Project will subserve the purposes of the Act by promoting economic development in the County and in the State of South Carolina and are proper governmental and public purposes.

(b) Inasmuch as the Project, upon completion, will provide additional employment within the County and will enhance the productivity and general economic viability of the Company, the Project is anticipated to benefit the general public welfare of the County by providing employment, increased tax base and other public benefits.

(c) 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.

(d) The Project will not give rise to a pecuniary liability of the County or to any charge against its general credit or taxing power.

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

Section 2. The form of the Fee Agreement providing for the FILOT arrangement and certain Infrastructure Credits with respect to the Project, and the Intergovernmental Agreement with the City and the Park Agreement with Pickens County in substantially the form as submitted herewith, are approved. The County is hereby authorized and directed to recover the full costs of the infrastructure which it provides for the Project through the Infrastructure Credits or through the Intergovernmental Agreement, directly, from the FILOT payments for the Project in the Park, or indirectly, by reimbursement from the Company from the Infrastructure Credits, through the Fee Agreement, and to restore those recovered funds to the County fund from which they were taken for such use, in the first place.

Section 3. The Chairman of County Council is hereby authorized and directed to execute and deliver the Fee Agreement and the Intergovernmental Agreement and the Park Agreement on behalf of the County, in substantially the form attached, or with such changes or additions as shall not materially prejudice the County, upon the advice of the county attorney, his execution being conclusive evidence of such approval; and the Clerk of the County Council is hereby directed and authorized to attest the same.

Section 4. The Chairman of County Council 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 in order to carry out, give effect to, and consummate the transactions contemplated by the Fee Agreement and the Intergovernmental Agreement and the Park Agreement.

Section 5. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 6. This Ordinance shall become effective immediately upon third reading by the Council.

Section 7. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provisions 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.

Section 8. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

(signature page follows)

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading: January 20, 2015 [title only]
Second Reading: April 21, 2015
Public Hearing:
Third Reading:

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

I, the undersigned Clerk to Oconee County Council, State and County aforesaid, do hereby certify as follows:

1. The foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted upon third reading by the Oconee County Council at a duly called meeting on _____, 2015.

2. The reading schedule shown on the attached Ordinance is true and correct; all three readings were accomplished at duly called meetings of the County Council; and the public hearing with respect thereto was conducted.

3. The original of the attached Ordinance is duly entered in the permanent records of minutes of meetings of the Oconee County Council which are in my custody as Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Oconee County on this ___ day of _____, 2015.

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

[SEAL]

FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

[CASTO SOUTHEAST REALTY SERVICES, LLC ASSIGNEE]

Dated as of _____, 2015

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Oconee County, South Carolina

FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of _____, 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 [CASTO SOUTHEAST REALTY SERVICES, LLC assignee] (together with any of its subsidiaries or affiliates which may become parties to this Fee Agreement, the "Company"), a _____ limited liability company.

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into a fee agreement with business entities meeting the requirements of such Act which identifies certain property of such business entities as economic development property to induce such businesses to locate in the State and to encourage businesses 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 an Inducement and Millage Rate Agreement dated as of _____, 2014 (the "Inducement Agreement") between the County and the Company which was authorized by a Resolution adopted by the County Council on December 2, 2014 (the "Inducement Resolution"), the County has agreed to provide certain benefits to the Company to induce it to establish a commercial and business facility located within the County, which would consist of the acquisition,

purchase, construction and improvement of land, buildings, and other structures thereon or therein, machinery and equipment, fixtures, and furnishings to be purchased and installed in connection therewith (collectively, the "Project"). The Project is expected to involve an investment in the County of at least \$2,500,000, all within the Investment Period (as defined herein), which is sufficient to qualify the Project for certain benefits provided by the Act.

Pursuant to the Act, and based upon information provided by the Company, the County finds that (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise provided locally; (b) the Project will not give rise to any pecuniary liability of the County or incorporated municipality or any charge against their general credit or taxing powers; (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 Ordinance adopted on _____, 2015 (the "Ordinance"), and in accordance with the Inducement Agreement, the County Council authorized the County to enter into this Fee Agreement, which identifies the Company as a commercial enterprise and the property comprising the Project as economic development property under the Act, and provides certain benefits to the Company pursuant to the Act.

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. Except where the context requires otherwise, words importing the singular number shall include the plural number and vice versa.

Act:

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

Additional Infrastructure Rebates:

“Additional Infrastructure Rebates” shall mean the rebates to be paid by the County to the Company from the Net Fee Payments for costs of Qualifying Infrastructure Improvements incurred by the Company in connection with the Project, pursuant to Section 4.2(b) hereof.

Authorized Company Representative:

“Authorized Company Representative” shall mean any person designated from time to time to act on behalf of the Company 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. 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.

Chairman:

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

Closing:

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

Code:

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

Company:

“Company” shall mean [Casto Assignee], a _____ limited liability company, and its subsidiaries, affiliates and permitted successors and assigns.

County:

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

County Council:

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

Diminution of Value:

“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(a) 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 property 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:

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

Environmental Claims:

“Environmental Claims” shall mean any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including monitoring and cleanup costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered or asserted as a direct or indirect result of (i) any violation of any Environmental Laws (as hereinafter defined), or (ii) the falsity in any material respect of any warranty or representation made by the Company.

Environmental Laws:

“Environmental Laws” shall mean, collectively, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, as amended, the Clean Air Act, the Toxic Substances Control Act, as amended, the South Carolina Pollution Control Act, the South Carolina Hazardous Waste Management Act, any other “Superfund” or “Superlien” law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree relating to, or imposing liability or

standards of conduct concerning, any hazardous, toxic or industrial waste, substance or material, as now or at any time hereafter in effect.

Equipment:

“Equipment” shall mean all of the machinery, equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment and fixtures become a part of the Project under this Fee Agreement.

Event of Default:

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

Fee Agreement or Agreement:

“Fee Agreement” or “Agreement” shall mean this Fee Agreement.

Fee Payments:

“Fee Payments” shall mean the payments in lieu of ad valorem taxes to be made by the Company to the County pursuant to Section 4.1 hereof.

Fee Term or Term:

“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.

Improvements:

“Improvements” shall mean improvements to real property, 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:

“Inducement Agreement” shall mean the Agreement entered into between the County and the Company dated as of _____, 2014 which was authorized by the Inducement Resolution.

Inducement Resolution:

“Inducement Resolution” shall mean the Resolution of the County Council adopted on December 2, 2014, authorizing the County to enter into the Inducement Agreement with regard to the Project.

Infrastructure Act:

“Infrastructure Act” shall mean, collectively, Title 4, Chapter 1, Section 4-29-68 and Section 12-44-70 of the Code, and all future acts supplemental thereto or amendatory thereof.

Infrastructure Payments:

“Infrastructure Payments” shall mean the payment to the County from the Net Fee Payments for costs of Qualifying Infrastructure Improvements incurred by the County in connection with the Project, pursuant to Section 4.2(a) hereof.

Investment Period:

“Investment Period” shall mean the period commencing January 1, 2015 and ending on the last day of the fifth property tax year following the earlier of the first property tax year in which economic development property is placed in service or the property tax year in which this Agreement is executed.

Net Fee Payments:

“Net Fee Payments” shall mean the Park Revenues retained by the County (including taxing entities therein) during the Qualifying Period under the Park Agreement.

Park:

“Park” means that certain Joint County Industrial Park to be established pursuant to the Park Agreement.

Park Agreement:

“Park Agreement” means the Agreement for Development for Joint County Industrial Park expected to be entered into between the County and Pickens County, South Carolina or any other adjoining South Carolina county.

Park Revenues:

“Park Revenues” means the sum of the fee in lieu of *ad valorem* tax payments made by the owners of property located in the Park, including the Fee Payments made by the Company with respect to the Project, to the County.

Phase:

“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:

“Phase Termination Date” shall mean with respect to each Phase of the Project December 31 of the year which is thirty years after December 31 of the year in which each such Phase of the Project becomes subject to the terms of this Fee Agreement.

Project:

“Project” shall mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases, which are used by the Company for its commercial facility. Based on the representations of the Company, the Project involves an initial investment of sufficient sums to qualify under the Act.

Qualifying Infrastructure Improvements:

“Qualifying Infrastructure Improvements” mean those improvements referred to in Section 4-29-68(A)(2)(i) of the Code to the Project and infrastructure serving the Project, and with respect to Qualifying Infrastructure Improvements made by the Company, only to the extent the investment in the same is certified by an Authorized Company Representative to the County.

Real Property:

“Real Property” shall mean real property, together with all and singular the rights, members and hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become part of the Project under the terms of this Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

Removed Components:

“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 4.7(c) or Section 4.8(c) of this Fee Agreement.

Replacement Property:

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.7 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:

“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 by the provisions of the Act 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) Based on the representations of the Company, the Project 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.

(d) The commitment of the Company to cooperate with the County in designing and constructing the Project in a manner which will exceed the minimum building standards in the County's Code of Ordinances, including, without limitation, incorporating enhanced aesthetics in architectural designs (including, but not limited to, use of varying building façade materials and colors, minimizing views of loading and receiving areas from public roadways and varied storefront or building identity), landscaping and pedestrian walkways and connectivity within the Project, which will serve to make the Project an attractive and appealing gateway to the County, has been and is an essential consideration for the County's willingness to enter into this Agreement and to offer economic development incentives for the Project.

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

(a) The Company is duly incorporated and in good standing under the laws of the state of South Carolina, is qualified to do business in the State, has power to enter into this Fee Agreement, and by proper corporate 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 corporate 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 commercial shopping center and 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 renting and selling commercial and retail space to businesses and to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company or its permitted successors and assigns may deem appropriate.

(d) The availability of the Fee Payments, the Infrastructure Payments and the Additional Infrastructure Rebates authorized herein have induced the Company to locate the Project within the County and the State.

(e) The Company will use its best efforts to invest at least \$2,500,000 at the Project, all within the Investment Period.

(f) The Company commits to cooperate with the County in designing and constructing the Project in a manner which will exceed the minimum building standards in the incorporating enhanced aesthetics in architectural designs (including, but not limited to, use of varying building façade materials and colors, minimizing views of loading and receiving areas from public roadways, and providing varied storefront or building identity) landscaping, and pedestrian walkways and connectivity within the Project, which will serve to make the Project an attractive and appealing gateway to the County. The Company agrees that its final plans and specifications for the development and construction of the Project shall incorporate such enhancements and acknowledges that the Company’s ability to receive the benefits of the negotiated Fee Payments and the Infrastructure Payments and the Additional Infrastructure Rebates for the Project are conditioned upon approval by the County of such final plans and specifications and the construction and completion of the Project in accordance with such plans and specifications.

Section 2.3 Environmental Indemnification. The Company shall indemnify and hold the County, its elected officials, officers, employees and agents (collectively, the “Indemnified Parties”) harmless from and against any and all Environmental Claims, except those resulting from grossly negligent or willfully harmful acts of the County or its successors, suffered by or asserted against the Company or the County as a direct or indirect result of the breach by the Company, or any party holding possession through the Company or its predecessors in title, of any Environmental Laws with regard to any real property owned by the Company which is subject to the terms of this Fee Agreement, or as a direct or indirect result of any requirement under any Environmental Laws which require the County, the Company or any transferee of the Company to eliminate or remove any hazardous materials, substances, wastes or other environmentally regulated substances contained in any real property subject to the terms of this Fee Agreement as a result of the action or omissions of the Company or its predecessors in title.

The Company's obligations hereunder shall not be limited to any extent by the terms of this Fee Agreement, and, as to any act or occurrence prior to fulfillment of the terms of this Fee Agreement which give rise to liability hereunder, shall continue, survive, and remain in full force and effect notwithstanding fulfillment of the terms or termination of this Fee Agreement.

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, purchase, construction and/or installation of certain land, improvements to buildings and other structures thereon or therein, machinery, equipment furnishings and fixtures 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 to the extent that it qualifies as such under the Act and this Agreement. 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.

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 the end of the Investment Period. 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 by it under the terms of this Fee Agreement.

Section 3.3 Investment by Affiliates. The County and the Company agree that, to the extent permitted by Section 12-44-130 of the Act, investments in the Project may also be made by subsidiaries or affiliates of the Company, which shall qualify for the benefits provided to the Company hereunder; provided that such subsidiaries or affiliates are approved in writing by the County and such subsidiaries or affiliates agree to be bound by the provisions of this Fee Agreement. At any time and from time to time hereafter, the Company may request approval from the County for subsidiaries or affiliates of the Company to be permitted to make investments in the Project and obtain the benefits provided to the Company hereunder. Any approval by the County may be made by the Chairman of the County Council and the County Administrator, which approval shall be in writing. The Company agrees to notify the South Carolina Department of Revenue of the identity of all subsidiaries or affiliates making

investments in the Project as required by Section 12-44-130(B) of the Act and will provide copies of all such notifications to the County.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company shall be required to make payments in lieu of ad valorem taxes (the “Fee Payments”) 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 as a “minimum investment” as defined under the Act, the County and the Company have negotiated the amount of the Fee Payments in accordance therewith. In accordance therewith, the Company shall make Fee Payments on all real and personal property which comprises the Project and is placed in service during the Investment Period for a period of thirty (30) years with respect to each Phase until the Phase Termination Date for such Phase, as follows: the Company shall make Fee Payments with respect to each Phase of the Project placed in service on each December 31 through the end of the Investment Period, 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 Fee Payments 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 original income tax basis for State income tax purposes for any Real Property (provided, if any Real Property is constructed for the fee or is purchased in an arm’s-length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue will determine fair market value by appraisal) and 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, Code of Laws of South Carolina, 1976, 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 (6%) percent 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.

Step 3: During the first five years after the initial Phase of the Project is placed in service using the greater of (i) the millage rate applicable to the Project site on June 30, 2014 (which the parties understand to be 215 mills) or (ii) the millage rate applicable to the Project site for the year in which the initial Phase of the Projects is placed in service, determine the amount of the Fee Payments which would be due in each of the first five years on the payment dates prescribed by the County for such payments.

Step 4: Upon the expiration of the first five year period in Step 3 and upon the expiration of each five year period thereafter until the Phase Termination Date, the millage rate shall be adjusted to the average cumulative actual millage rate then applicable to the Project site during the immediately preceding five year period in order to determine the amount of the Fee Payments which would be due in each of the immediately following five years on the payment dates prescribed by the County for such payments.

Step 5: Combine the annual payment for each Phase of the Project to determine the total annual Fee Payment to be made by the Company to the County for each year of the Fee Term.

(b) Illustration of Calculation of Negotiated Payments. By way of illustration (and subject, in any event, to the required procedures under the Act), if on December 31, 2015 the cost or fair market value of the calendar year 2015 Phase of the Project is determined to be \$10,000,000 and 9% thereof, or \$9,000,000, is real property and the remainder, or \$1,000,000, is personal property, the millage rate is 215 mills, the annual depreciation rate on personal property is eleven (11%) percent of the original income tax basis of such property until the adjusted cost equals ten

(10%) percent of original income tax basis, then the annual Fee Payments due hereunder for the first five years thereafter would be as follows: \$127,581 ($\$9,890,000 \times 6\% \times 215$ mills) for the first year; \$126,162 ($\$9,780,000 \times 6\% \times 215$ mills) for the second year; \$124,743 ($\$9,670,000 \times 6\% \times 215$ mills) for the third year; \$123,324 ($\$9,560,000 \times 6\% \times 215$ mills) for the fourth year; and \$121,905 ($\$9,450,000 \times 6\% \times 215$ mills) for the fifth year.

Continuing this illustration, if the average cumulative actual millage rate applicable to the Project site during the first five years after the 2015 Phase of the Project was placed into service was 230 mills, then the payment for the sixth year would be \$128,892 ($\$9,340,000 \times 6\% \times 230$ mills). The next four years of payments would be calculated in the same manner. The illustration assumes the real property value remains unchanged, but it is subject to periodic reassessment by the County.

Continuing this illustration, the Company would make its first Fee Payment for the 2015 Phase of the Project of \$127,581 by January 15, 2017 in order to avoid the application of any penalty. The Company would continue to make the annual Fee Payments for such 2015 Phase in each year according to the schedule prescribed by the County for payments of ad valorem taxes and would make its last payment, which would be assessed as of December 31, 2044, without penalty by January 15, 2046.

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 Fee Payment 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 payment levels agreed upon herein unless so approved in writing by the County Council then in office.

In the event that the Act and/or the above-described Fee Payments 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 Fee Payment 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 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 Fee Payments have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of Fee Payments made by the Company with respect to the Project pursuant to the terms hereof.

(c) In the event that the Company has not invested at least Two Million Five Hundred Dollars (\$2,500,000) by the end of the Investment Period, beginning with the payment due for the last year of such Investment Period, then the Fee Payments 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 Project were taxable, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project were taxable. In addition to the foregoing, within ninety (90) days after the end of the Investment Period, 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 for tax years through and including the last year of the Investment Period, taking into account and calculating appropriate reductions for all applicable exemptions and allowable depreciation, over (ii) the total amount of Fee Payments actually made by the Company (taking into account any Infrastructure Credits received) with respect to the Project for tax years through and including the last year of the Investment Period (the "Deficiency Payment"). The Deficiency Payment is subject to interest being added, in accordance with the Act.

Section 4.2 Infrastructure Payments

(a) In order to finance the costs of designing, acquiring, constructing, expanding and improving the Infrastructure in connection with the proposed Project, based upon the expectation that the Company will make a total capital investment in real and personal property qualifying under the Act for the Project, without regard to depreciation, exceeding Thirty Million Dollars (\$30,000,000), all within the Investment Period, the County is agreeing to contribute \$300,000 toward the cost of the Infrastructure relating to the upgrade of the sewer system, including a new lift station, serving the Project and the immediate area. Once the initial Phase of the Project is placed in service, the County will be reimbursed for its contributions to such Infrastructure by being paid an annual Infrastructure Payment pursuant to the Infrastructure Act equal to ten percent (10%) of the annual Net Fee Payments up to a cumulative maximum total of \$300,000. The County has included or will include the Company's Real Property upon which the Project is to be located in the Park pursuant to the Park Agreement in order to enable the Infrastructure Payment to be paid to the County as described herein. The Infrastructure Payment will be payable exclusively from Net Fee Payments the County receives and retains under the Park

Agreement. The agreement for the Infrastructure Payments shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

(b) In order to finance the costs of designing, acquiring, constructing, expanding and improving the Infrastructure in connection with the proposed Project, based upon the expectation that the Company will make a total capital investment in real and personal property qualifying under the Act for the Project, without regard to depreciation, exceeding Thirty Million Dollars (\$30,000,000), all within the Investment Period, based upon the Company's payment for Infrastructure consisting of \$600,000 toward the sewer system upgrade described in Section 4.2(a) above and \$1,800,000 for road improvements to the public roads and rights of way serving the Project, the County agrees to grant and pay to the Company an annual Additional Infrastructure Rebate pursuant to the Infrastructure Act equal to fifty percent (50%) of the Net Fee Payments until such time as the Company has received a cumulative maximum total of \$2,400,000 plus a cumulative non-compounded return thereon of four percent (4%) per annum.

The County has included or will include the Company's Real Property upon which the Project is to be located in the Park pursuant to the Park Agreement in order to enable the County to grant the Additional Infrastructure Rebates to the Company as described herein. The Additional Infrastructure Rebates will be payable exclusively from Net Fee Payments the County receives and retains each year under the Park Agreement. The Additional Infrastructure Rebates shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. The Additional Infrastructure Rebates shall not commence or continue unless or until the Company shall certify to the County in writing of (1) the aggregate amount of investment by the Company in Qualifying Infrastructure Improvements,

and (2) the amount of total investment in the Project, which shall be at least \$5,000,000 in order to qualify for any Additional Infrastructure Rebates hereunder. Notwithstanding anything herein to the contrary, the aggregate amount of Additional Infrastructure Rebates to be taken on a cumulative basis at any point in time shall not exceed the aggregate amount of Company investment in Qualifying Infrastructure Improvements as of such time.

(c) Notwithstanding anything herein to the contrary, in no event shall the Company be entitled to claim any abatement of ad valorem taxes that might otherwise be allowed by law with respect to any portion of the Project which receives the benefit of the Infrastructure Payments or the Additional Infrastructure Rebates and the Company specifically and explicitly agrees not to claim or take such an abatement.

(d) NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THE INFRASTRUCTURE PAYMENTS AND ADDITIONAL INFRASTRUCTURE REBATES AS SHALL BECOME DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THE AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE PAYMENTS OR REBATES.

Section 4.3 Filings with the County

(a) At the same time that the Company files its annual property tax return (Form PT-100 or PT-300 or similar form) with the South Carolina Department of Revenue, the Company shall furnish to the County on an annual basis through the end of the Investment period a report on the total amount invested by the Company with respect to the Project through such period, together with a copy of the Company's Form PT-100 or PT-300 for such year. The Company shall also make all other filings required by Section 12-44-90 of the Act.

(b) At the time of its filings pursuant to Section 4.3(a) above, during each year of the Investment Period, the Company shall provide written certification to the Oconee County Administrator and Oconee County Auditor of the items referred to in part (B) of the penultimate sentence of Section 4.2(b) hereof.

Section 4.4 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 in all events to the provisions of 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 original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the

number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) 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 Replacement Property to the County shall be equal to the payment that would be due if the property were not Economic Development Property.

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 due to removal, condemnation, casualty, or otherwise, 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; provided, however, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property and Improvements contained therein, without deduction for depreciation, is less than Two Million Five Hundred Dollars (\$2,500,000), beginning with the next payment due hereunder and continuing until

the end of the Fee Term, the Company shall make payments equal to the payments which would be due if the property were not Economic Development Property.

Section 4.6 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the Fee Payments directly to the County in accordance with applicable law. The County shall be responsible for allocating the Fee Payments among the County, any municipality or municipalities, school districts and other political units entitled under applicable law to receive portions of such payments.

Section 4.7 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject, always, to Section 4.5 hereof, the Company shall be entitled upon written notice to the County 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; or (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(c) hereof.

Section 4.8 Damage or Destruction of Project.

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

(b) Election to Rebuild. In the event the Project 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. 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.

(d) Effect of Election. Any election by the Company under this Section 4.8 shall be subject to the terms and provisions of Section 4.6 hereof, and shall not operate to relieve the Company of its obligation to pay any amounts that may become due under Sections 4.1 or 4.2 hereof or other amounts then due and payable to the County under this Agreement and shall be subject to any provisions of this Agreement which are expressly stated to survive termination 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 Project 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 Project or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; or, subject to Section 4.5 hereof; (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, subject to Section 4.5 hereof; (iii) to treat the portions of the Project so taken as Removed Components.

(c) Effect of Election. Any election by the Company under this Section 4.9 shall be subject to the terms and provisions of Section 4.6 hereof, and shall not operate to relieve the Company of its obligation to pay any amounts that may become due under Sections 4.1 and 4.2 hereof or other amounts then due and payable to the County under this Agreement, and shall be subject to any provisions of this Agreement which are expressly stated to survive termination hereof.

Section 4.10 Maintenance of Existence. The Company agrees that it shall not take any action which will materially impair the maintenance of its corporate existence or its good standing under all applicable provisions of its state of incorporation and State law.

Section 4.11 Indemnification Covenants. The Company shall and agrees to indemnify and save the County, its elected officials, officers, employees and agents (collectively, as previously identified, 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 County and 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 or any Indemnified Party, the Company shall defend them in any such action, prosecution or proceeding with counsel reasonably acceptable to the County and the Indemnified Party. The Company also agrees to pay all other reasonable and necessary out of pocket expenses of the County in the negotiation, preparation, approval and administration of this Agreement, including, without limitation, attorneys' fees.

Section 4.12 [INTENTIONALLY OMITTED]

Section 4.13 Assignment and Leasing. This Fee Agreement may be assigned in whole or in part and the Project may be leased as a whole or in part by the Company so long as such assignment or lease is made in compliance with Section 12-44-120 of the Act, or any successor provision. To the extent permitted by said Section 12-44-120, no consent of the County to such assignment or leasing shall be required for financing related transfers.

Section 4.14 Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to pay, upon levy, the Fee Payments or any other amounts payable to the County under this Agreement; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes;

(b) Failure by the Company to make the minimum investment required by the Act within the Investment Period, or to maintain such minimum level of investment, without regard to depreciation as required by the Act after the Investment Period has expired;

(c) Failure by the Company to perform any of the other material terms, conditions, obligations or covenants of the Company hereunder, 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, including all terms and provisions thereof; 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.

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. 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.

Section 4.19 Collection of Fee Payments and Related Payments. In addition to all other remedies herein provided, the nonpayment of Fee Payments and related make-whole payments to the County required hereunder shall constitute a lien for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the Code) relating to the enforced collection of ad valorem taxes to collect any Fee Payments and such make-whole payments due hereunder.

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 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 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.

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 Oconee County
Council
Oconee County, South Carolina

Attest:

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

[CASTO ASSIGNEE]

By: _____

Its:

STATE OF SOUTH CAROLINA)
)
 COUNTY OF OCONEE)
 COUNTY OF PICKENS) AGREEMENT FOR THE DEVELOPMENT
) OF A JOINT-COUNTY INDUSTRIAL
) AND BUSINESS PARK

THIS AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 2015, by and between the County of Oconee, State of South Carolina ("Oconee County") and the County of Pickens, State of South Carolina ("Pickens County"), for the purpose of establishing and developing a joint-county industrial and business park.

WITNESSETH:

WHEREAS, Oconee County and Pickens County (the "Counties") are bodies politic and corporate and political subdivisions of the State of South Carolina (the "State") and are each authorized and empowered by the provisions of Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170 of the South Carolina Code of Laws of 1976, as amended, (the "Code of Laws") to establish and develop a joint-county industrial and business park with one or more other counties within the geographical boundaries of one or more of such counties in order to promote economic development and provide additional employment opportunities within the State; and

WHEREAS, the Counties are contiguous counties which, pursuant to Ordinance No. 2015-06, enacted by Oconee County Council on _____, 2015, and Ordinance No. _____ enacted by Pickens County Council on _____, 2015, have each determined that, consistent with the foregoing purposes, there should be developed in Oconee County and Pickens County a Joint-County Industrial and Business Park (the "Park"), to be located upon property more particularly described in Exhibit A (Oconee) and Exhibit B (Pickens) hereto; and

WHEREAS, as a consequence of the establishment of the Park, Section 13 of Article VIII of the South Carolina Constitution provides that all property having a situs within the Park shall be exempt from all ad valorem taxation, but that the owners or lessees of any property situated in the Park shall be required to pay an amount equal to the property taxes or other in-lieu-of payments that would have been due and payable except for the exemption provided therein; and

WHEREAS, the Counties have, as required by Section 4-1-170 of the Code of Laws agreed as to the rights and obligations of each with regard to all expenses and management relating to the Park, the manner by which revenue generated by the Park will be allocated, and the manner in which revenue will be distributed to each of the taxing entities located within the Counties.

NOW, THEREFORE, for and in consideration of the premises and mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Statutory Authority; Binding Effect. This Agreement is entered into under the authority granted to the Counties pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170 of the Code of Laws. This Agreement shall serve as the written

agreement specified in Section 4-1-170 and sets forth the entire agreement between the Counties and is intended to be binding on the Counties, their successors and assigns.

2. Location of the Park.

(a) As of the original execution and delivery of this Agreement, the Park initially consists of property located in Oconee County and which is now or will be owned and/or operated by [Casto Southeast Realty Services, LLC assignee], as more particularly described on Exhibit A (Oconee) attached hereto (collectively, the "Property"). It is specifically recognized and agreed that the Park may from time to time consist of non-contiguous properties within each County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the county councils of the Counties provided that in so enlarging or diminishing such boundaries, the Park shall consist of the Property as so enlarged or diminished.

(b) In the event that the Counties determine by duly enacted ordinances of their respective county councils to enlarge or diminish the boundaries of the Park, this Agreement shall be deemed to have been amended as of the date and time at which such ordinances are enacted, and there shall be attached hereto a revised Exhibit A (Oconee) or a revised Exhibit B (Pickens) which shall contain a legal description of the boundaries of the Park within Oconee County or Pickens County, as the case may be, as enlarged or diminished, together with a copy of the ordinances of the Oconee County Council and the Pickens County Council pursuant to which such enlargement or diminution was authorized.

(c) Prior to the adoption by the Oconee County Council and the Pickens County Council of any ordinance authorizing the enlargement or diminution of the boundaries of the Park, the respective Councils shall comply with the provisions of the Home Rule Act concerning the adoption of ordinances and the requirements of public hearings regarding the same. In addition, notice of any required public hearing shall be served in the manner provided by the South Carolina Rules of Civil Procedure at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the boundaries of the Park.

3. Fee in Lieu of Taxes. In accordance with Section 13 of Article VIII of the South Carolina Constitution, any and all real and personal property located in the Park whether or not titled in the name of the County shall be exempt from ad valorem taxation; provided, however, the owners or lessees of any property situated in the Park shall hereby be required to pay an amount equal to the ad valorem property taxes or other in-lieu-of payments that would have been due and payable if the property were not located within the Park, such in-lieu-of payments to be due and payable at the same time as ad valorem taxes are due.

4. Allocation of Expenses. Oconee County and Pickens County shall bear expenses incurred in connection with the Park, including, but not limited to, expenses relating to the planning, development, construction, operation, maintenance, advertising and promotion of the Park, in the following proportions:

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

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

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

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

5. Allocation of Revenues. Oconee County and Pickens County shall receive an allocation of all revenues generated by the Park property through payment of fees-in-lieu of ad valorem property taxes or from any other source directly related to the Park in the following proportions:

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

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

If the property is located within the Pickens County portion of the Park:

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

With respect to such fees generated from properties located in the Oconee County portion of the Park, that portion of such fees allocated to Pickens County shall thereafter be paid by the Treasurer of Oconee County to the Treasurer of Pickens County within fifteen (15) business days following the end of the calendar quarter of receipt for distribution. With respect to such fees generated from properties located in the Pickens County portion of the Park, that portion of such fees allocated to Oconee County shall thereafter be paid by the Treasurer of Pickens County to the Treasurer of Oconee County within fifteen (15) business days following the end of the calendar quarter of receipt for distribution.

6. Issuance of Bonds. The Counties may issue joint development bonds to fund and/or defray the expenses incurred in the development of the Park and shall have the power to enter jointly into leases and other contracts which are necessary or desirable for the development of the Park.

7. Allocation of Revenue Within Each County.

(a) Any and all revenues derived from the Park other than in respect of payment in-lieu-of ad valorem property taxes shall be distributed directly to Oconee County and Pickens County according to the proportions established in Paragraph 5, respectively, and shall and may be expended in any manner deemed appropriate by the County Council of each such County.

(b) Any and all revenues generated by the Park in respect of payments in-lieu of ad valorem property taxes shall be distributed to the Counties according to the proportions established by Paragraph 5, respectively. All such revenue allocable to a County shall be distributed within that County to the entities which levy taxes or have taxes levied on their behalf in such County (herein respectively referred to as the "Oconee County Taxing Entities" and the "Pickens County Taxing Entities") in accordance with the one or more ordinances enacted or to be enacted by the County Council of each such County (including the respective ordinances of the Counties which authorized the execution and delivery of this Agreement), and to no others.

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

9. Assessed Valuation. In accordance with Section 4-1-170 of the South Carolina Code of Laws, as amended, for the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of tax paying ability of each County pursuant to Section 59-20-20(3) of the South Carolina Code of Laws Annotated, as amended, allocation of the assessed value of all property located within the Park to each County and to each of the Oconee County Taxing Entities and Pickens County Taxing Entities, respectively, within each County shall be identical to the allocation of revenue distributed to each County in accordance with Paragraphs 5 and 7 above.

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

11. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Oconee County is vested with the Sheriff's Department of Oconee County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Pickens County is vested with the Sheriff's Department of Pickens County. If any of the Park properties located in either Oconee County or Pickens County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

12. Governing Law. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with, South Carolina law.

13. Severability. In the event and to the extent (and only to the extent) that any, or any part of, provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement, all of which are hereby deemed severable.

14. Counterpart Execution. This Agreement may be executed in multiple counterparts.

15. Term; Termination. This Agreement shall extend for a term through December 31, 2059, or such later date as shall be specified in any amendment hereto. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent Oconee County or Pickens County has outstanding, contractual commitments, covenants or agreements to any owner or lessee of Park property, including, but not limited to, [Casto Southeast Realty Services, LLC affiliate], to provide, or to facilitate the provision of, special source revenue credits, rebates or other payments, including, but not limited to, those set forth in that certain Fee Agreement by and between Oconee County and [Casto Southeast Realty Services, LLC affiliate] dated as of _____, 2015, as may be amended, modified or supplemented from time to time, or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the county in which such property is located shall first obtain (i) the consent in writing of such owner or lessee and (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective as of the termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Oconee County and Pickens County have caused this Agreement to be duly executed by their duly authorized officials as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

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

(SEAL)

ATTEST:

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

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Jennifer H. Willis, Chairman of County Council
Pickens County, South Carolina

(SEAL)

ATTEST:

By: _____
Donna F. Owen, Clerk to County Council
Pickens County, South Carolina

EXHIBIT A (OCONEE)

Oconee County Property

[TO BE INSERTED]

EXHIBIT B (PICKENS)

Pickens County Property

None



OCONEE COUNTY COUNCIL ABSTENTION FORM

Council Member Name:

Paul Cain

[Please Print]

Council Member Signature:

Paul A. Cain

Meeting Date:

4/21/15

Item for Discussion/Vote:

2015-08 -

Reason for Absention:

I was not present for original meeting/discussion



I have a ^{business} personal/familial interest in the issue.

Other:

Elizabeth G. Hulse

Elizabeth G. Hulse
Clerk to Council

[This form to be filed as part of the permanent record of the meeting.]

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 21, 2015
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Second Reading of Ordinance 2015-08 "AN ORDINANCE AMENDING CHAPTER 32 AND CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SETBACKS, AND AMENDING CHAPTER 38 REGARDING AGRICULTURAL RESIDENTIAL ZONING DISTRICTS IN CERTAIN LIMITED REGARDS AND PARTICULARS; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Proposed Ordinance 2015-08 stems from a desire to ensure Oconee's land use regulations are clear and easy to use by staff and citizens by clarifying setback standards. To achieve this Ord. 2015-08 was initially presented to move current setbacks found in Chapter 32 Article 6 Sec. 32-214 to Chapter 38 Article 10 Sec. 38-10.2. In addition, Ord. 2015-08 will amend the definition and intent section of the Agricultural Residential District found in Chapter 38 Article 10 Sec. 38-10.12, to reflect the agreement between all parties resolving litigation concerning ARD, as to how the intent and definition portions of the ARD section should read.

On January 26, 2015, the Planning Commission voted, unanimously, to recommend that County Council adopt Ord. 2015-08.

On February 24, 2015, County Council voted, 3-1-1 [Ms. Cammick opposed; Mr. Cain abstained] to approve Ordinance 2015-08 on first reading.

On March 23, 2015 the Planning Commission held a public hearing on Ordinance 2015-08, in accordance with Chapter 32 Article 6 of Oconee's Code of Ordinance, and voted, unanimously, to recommend that County Council adopt Ordinance 2015-08 as presented.

On April 1, 2015, at the direction of the County Council Chairman, portions of Ordinance 2015-08 addressing setbacks were removed and made part of Ordinance 2015-15.

As a result, Ordinance 2015-08 will only amend the definition and intent section of the Agricultural Residential District found in Chapter 38 Article 10 Sec. 38-10.12, as outlined above.

ATTACHMENTS

Ordinance 2015-08

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council

- [1] make a motion and second to take second reading of Ordinance 2015-08,
- [2] make a motion, second and vote to amend Ord. 2015-08 as presented, and
- [3] vote to take second reading of Ord. 2015-08 as amended.

Submitted or Prepared By:

Department Head/Elected Official

Approved for Submittal to Council:


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/appraisal no later than 17 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

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

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2015-08

AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING AGRICULTURAL RESIDENTIAL ZONING DISTRICTS IN CERTAIN LIMITED REGARDS AND PARTICULARS; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the County, acting by and through the County Council, is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code, 1976, as amended, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and,

WHEREAS, Chapter 38 of the Code of Ordinances contains terms, provisions and procedures applicable to zoning in the County; and

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, the Agricultural Residential District sections of Chapter 38 of the Code of Ordinances, as to the "Intent" and "Definitions" provisions thereof; and

WHEREAS, County Council has therefore determined to modify Chapter 38 of the Code of Ordinances, and to affirm and preserve all other provisions of the 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. The *Definition* and *Intent* portions of Section 38-10.12 of the Code of Ordinances, entitled *Agricultural Residential Districts (ARD)*, are hereby revised, rewritten and amended to read as set forth in Attachment A, which is attached hereto and hereby incorporated by reference as fully as is set forth verbatim herein.

2. County Council hereby declares and establishes its legislative intent that Attachment A, hereto, as may be amended from time to time, become the applicable zoning provision of the County, or part thereof, with regard to the section amended by Attachment A, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and by Section 4-9-130, South Carolina Code, 1976, as amended.

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 County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the Attachments hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Section 38-10-12 of Chapter 38, not amended hereby, directly or by implication, shall remain in full force and effect.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council, and will apply to all zoning processes initiated after first (1st) reading hereof. All processes actually initiated by submitting a properly and legally completed petition to the County, at a minimum, prior to first (1st) reading of this ordinance and the establishment of the pending ordinance doctrine thereby, shall be completed under the zoning rules and regulations of Chapter 38 of the Code of Ordinances, as in effect prior to final adoption of this ordinance.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2015.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Chairman, Oconee County Council

First Reading: February 24, 2015
Second Reading: April 21, 2015
Third Reading: _____
Public Hearing: _____

ATTACHMENT A
To Ordinance 2015-08
Changes to the Intent and Definition portions of Section 38-10.12
Of the Oconee County Code of Ordinances

Intent: The Agricultural Residential districts are intended to allow for most agricultural, forestry, and other related uses that are typically found in rural communities; however, in consideration for the residential areas nearby, certain uses are prohibited in this zoning district.

Definition: For those areas that have maintained their rural uses, including engaging in agricultural and forestry practices, while the neighboring areas have experienced a growth in residential development not typical to rural areas.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 21, 2015
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2015-15 "AN ORDINANCE AMENDING CHAPTER 32 AND CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SETBACKS, AND AMENDING CHAPTER 38 REGARDING AGRICULTURAL RESIDENTIAL ZONING DISTRICTS IN CERTAIN LIMITED REGARDS AND PARTICULARS; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Proposed Ordinance 2015-08 stems from a desire to ensure Oconee's land use regulations are clear and easy to use by staff and citizens by clarifying setback standards. To achieve this Ord. 2015-08 will move current setbacks found in Chapter 32 Article 6 Sec. 32-214 to Chapter 38 Article 10 Sec. 38-10.2. In addition, Ord. 2015-08 will amend the definition and intent section of the Agricultural Residential District found in Chapter 38 Article 10 Sec. 38-10.12, to reflect the agreement between all parties resolving litigation concerning ARD, as to how the intent and definition portions of the ARD section should read.

The Commission voted unanimously, on November 17, 2014, to direct staff to draft amendment language that moves the setback provisions found in Chapter 32 Article 6 to the Control Free District in Chapter 38 Article 10. As noted above, the setback provisions contained within Chapter 32 Article 6 Sec. 32-214.d apply to property zoned in the Control Free District. Moving the setbacks in Sec. 32-214.d to Sec. 38-10.2 would be beneficial because all of the County's setback provisions would be in one place and any variance requests would be made to the Board of Zoning Appeals which considers most other variance requests.

On January 26, 2015, the Planning Commission voted, unanimously, to recommend that County Council adopt Ord. 2015-08.

On February 24, 2015, County Council voted, 3-1-1 [Mr. Cannick opposed, Mr. Cain abstained] to approve Ordinance 2015-08 on first reading.

On March 23, 2015 the Planning Commission held a public hearing on Ordinance 2015-08, in accordance with Chapter 32 Article 6 of Oconee's Code of Ordinance, and voted, unanimously, to recommend that County Council adopt Ordinance 2015-08 as presented, which included both ARD and setback amendments.

On April 1, 2015, at the direction of Mr. McCall, County Council Chairman, the portions of Ordinance 2015-08 addressing setbacks were removed and made part of Ordinance 2015-15. As a result, Ordinance 2015-15 will move current setbacks found in Chapter 32 Article 6 Sec. 32-214 to Chapter 38 Article 10 Sec. 38-10.2.

ATTACHMENTS

Ordinance 2015-15

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council take first reading of Ordinance 2015-15.

Submitted or Prepared By:

Department Head/Elected Official

Approved for Submittal to Council:


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.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2015-15

**AN ORDINANCE AMENDING CHAPTER 32 AND
CHAPTER 38 OF THE OCONEE COUNTY CODE OF
ORDINANCES, IN CERTAIN LIMITED REGARDS AND
PARTICULARS ONLY, REGARDING SETBACKS; AND
OTHER MATTERS RELATED THERETO.**

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

WHEREAS, the County, acting by and through the County Council, is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code, 1976, as amended, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and,

WHEREAS, Chapter 32 of the Code of Ordinances contains terms, provisions and procedures applicable to performance standards in the County; and

WHEREAS, Chapter 38 of the Code of Ordinances contains terms, provisions and procedures applicable to zoning in the County; and

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 32 and Chapter 38 of the Code of Ordinances involving setbacks and setback lines; and

WHEREAS, County Council has therefore determined to modify Chapters 32 and 38 of the Code of Ordinances, and to affirm and preserve all other provisions of the 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. Section 32-214 of Chapter 32 of the Code of Ordinances, entitled *Lot Improvements*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and hereby incorporated by reference as fully as if set forth verbatim herein.

2. Section 38-10.2 of Chapter 38 of the Code of Ordinances, entitled *Control Free District (CFD)*, is hereby revised, rewritten, and amended to read as set forth in Attachment B,

which is attached hereto and hereby incorporated by reference as fully as if set forth verbatim herein.

3. County Council hereby declares and establishes its legislative intent that Attachment A, hereto, as may be amended from time to time, amend Section 32-214 of the land use performance standards of the County, and that Attachment B, hereto, as may perhaps be amended from time to time, become the applicable zoning provisions of the County, or parts thereof, with regard to the sections amended by Attachment B, from and after its adoption, states its intent to so adopt Attachments A and B, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and by Section 4-9-130, South Carolina Code, 1976, as amended.

4. 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.

5. 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, or in the Attachments hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard, zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

6. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Section 38-10.2 of Chapter 38, not amended hereby, directly or by implication, shall remain in full force and effect.

7. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council, and will apply to all land use and zoning processes initiated after first (1st) reading hereof. All processes actually initiated by submitting a properly and legally completed petition to the County, at a minimum, prior to first (1st) reading of this ordinance and the establishment of the pending ordinance doctrine thereby, shall be completed under the zoning and performance standard rules and regulations of Chapters 32 and 38 of the Code of Ordinances, as in effect prior to final adoption of this ordinance.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2015.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Chairman, Oconee County Council

First Reading: April 21, 2015
Second Reading: _____
Third Reading: _____
Public Hearing: _____

ATTACHMENT A
To Ordinance 2015-15

Sec. 32-214. - Lot improvements.

- (a) *Lot arrangements.* All lots shall be arranged such that there will be no apparent difficulties in securing driveway encroachment permits or building permits for reasons of topography or other conditions and must have driveway access from an approved road. The developer shall be liable for all lots within a proposed subdivision.
- (b) *Lot dimensions.* Except where circumstances such as topography, watercourses, road alignment or existing site boundary configurations dictate otherwise, the following requirements shall apply:
 - (1) Dimensions of corner lots shall be large enough to allow for the erection of buildings observing the minimum yard setbacks from both streets, without encroaching into side and rear yard setbacks, established in the building line section of this chapter.
 - (2) Depth and width of properties reserved or laid out for business, commercial, or industrial purposes shall be adequate to provide for off-street parking and loading facilities required for that type of development, without encroaching into yard setbacks.
- (c) *Lot size.* Minimum lot size shall be .57 acres (approximately 25,000 square feet) with traditional onsite septic tanks served by public water, unless DHEC requires greater area or dimensions. All required set backs shall be met regardless of lot size. No part of a septic system shall be located within any road right-of-way.
- (d) *Building Lines.* [See Section 38-10.2 for all setback requirements in the Control Free District of the County]
- (e) [Reserved]
- (f) *Usable area.* All lots adjacent to floodplains, creeks, and wetlands should use these natural features as lot boundaries when possible. Lots containing areas unsuitable for usage shall not use these areas in calculating minimum lot area.
- (g) *Septic system setback.*
 - (1) Traditional septic systems shall be constructed so that they comply with all regulations of the South Carolina Department of Health and Environmental Control (DHEC).
 - (2) The applicant shall provide the planning director a copy of all South Carolina Department of Health and Environmental Control (DHEC) permit drawings and an approved DHEC permit application for the proposed septic systems utilized within the development.
 - (3) The developer must demonstrate to the planning director that the proposed development will not adversely affect the present water table and the existing water supplies; and also demonstrate that the proposed water supply system will not be adversely affected by existing septic systems.
- (h) *Lot drainage.* Lots shall be laid out so as to provide positive drainage away from all buildings, and individual lot drainage shall be coordinated with the general storm drainage pattern for the area. Drainage shall be designed so as to prevent concentration of stormwater from each lot to any adjacent property. Drainage systems used to control water on one property shall not increase the water flow on adjacent properties without legal easements.
- (i) *Lakes and streams.* If a tract being subdivided contains a water body, or portion thereof, the ownership of and the responsibility for safe and environmentally compliant maintenance of the water body is to be placed so that it will not become a local government responsibility. The minimum area of a lot required under this article may not be satisfied by land that is under water. Where a watercourse other than storm drainage separates the lot's buildable area from the road providing access, an engineer's certified structure shall be provided linking the buildable area to the road. All watercourses shall remain free of obstructions and degradations.
- (j) *Easements.* Easements having a minimum width of ten feet and located along the side or rear lot lines shall be provided as required for utilities and drainage.

- (k) **Entrances.** One entrance is required for every 100 lots in a proposed subdivision, or a maximum of 100 lots on a dead end road with a cul-de-sac. This requirement may be waived by the planning director due to topography and feasibility. Every effort shall be made to not have an entrance directly onto an arterial road.
- (l) **Vegetative buffers.** The approval of subdivisions, site plans and/or building permits for construction of new residential units or commercial projects to be located within 1,000 feet of Lakes Keowee, Hartwell, and Jocassee shall be contingent upon the establishment of a natural vegetative buffer of a width of less than 25 feet, with a view land width of no more than 15 percent of the total length of a natural vegetative buffer. The buffer shall meet the following standards:
 - (1) To reduce nonpoint source pollution, a natural buffer of 25 feet shall be maintained with no grasses or ornamental vegetation established within that buffer. To reduce nonpoint pollution a vegetative buffer of 25 feet measured horizontally from the full pond elevation shall be maintained with no manicured laws or other managed grasses established within that buffer. A diverse mix of native plants and unmanaged (uncut below 12 inches and untreated) native grasses are preferred vegetation where available and suited to the site. Additionally, no clear cutting or mowing, cultivation activities, fertilization, use of herbicides, fungicides, or pesticides shall occur within the 25-foot buffer area. Right-of-way maintenance activities by utilities shall be exempt.
 - (2) No trees larger than six-inch caliper at four feet from the ground shall be removed unless certified to be a hazard by a registered forester or arborist.
 - (3) Trees may be limbed up to 50 percent of their height.

This regulation shall exempt projects that are located on parcels lying no closer than 25 feet from a lake shoreline or are located on parcels that are not traversed, either in full or in part, by a perennial stream, designed wetland, or other watercourse within 1,000 feet of Lakes Keowee, Hartwell, and Jocassee. The buffer shall begin at the lake's full pond level.

(Ord. No. 2008-20, Art. 4(4.1—4.12), 12-16-2008)

ATTACHMENT B
To Ordinance 2015-15

Sec. 38-10.2. - Control free district (CFD).

The control free district is intended to be the initial zoning district for all parcels within the jurisdiction at the time of initial adoption of zoning in Oconee County, only; any parcel subsequently rezoned to any other district shall not be a part of the control free district at any future date.

Dimensional requirements:*

Residential uses	Density and Lot Size			Minimum Yard Requirements			Max. Height
	Min. lot size	Max. Density	Min. width (ft.)	Front setback (ft.)	Side setback (ft.)	Rear setback (ft.)	Structure height (ft.)
	N/A	N/A	N/A	25	5	10	65
Nonresidential Uses	Minimum Lot Size		Minimum Yard Requirements			Max. Height	
	Min. Lot Size	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)	
	N/A	N/A	25	5	10	65	

(Ord. No. 2012-14, § 1, 5-15-2012)

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2015-08

A RESOLUTION SUPPORTING STATE EFFORTS TO FIND SOLUTIONS TO THE FUNDING NEEDS FOR STATE MAINTAINED AND OPERATED ROADS AND BRIDGES WITHOUT TRANSFERRING THE BURDEN TO LOCAL GOVERNMENTS AND OPPOSING ANY ACTIONS TAKEN BY THE GENERAL ASSEMBLY THAT THROUGH LACK OF STATE FUNDING WILL LEAD TO INCREASED TAXES ON THE CITIZENS OF OCONEE COUNTY

WHEREAS, Oconee County along with the vast majority of citizens, acknowledges that South Carolina's infrastructure is in desperate need of repairs and funding sources, and

WHEREAS, it is widely understood that the State has failed to sufficiently address and fund road and bridge projects over the years, and

WHEREAS, on 10% of the non-federal aid eligible secondary roads assigned for transfer are in good condition while 90% are in fair or poor condition, and

WHEREAS, the Department of Transportation is in a much better position to assess the needs and to perform the necessary maintenance on these roads in the state system, and

WHEREAS, H. 3579 claim that the dumping of State roads onto the counties is "optional and comes with "adequate" funding, but the option is left to the County Transportation Committee [CTC] and not the County Council and the proposed funding is insufficient to repair and maintain the nearly 19,000 miles of state roads, and

WHEREAS, H. 3579 as written would dump approximately **366 road miles** and **70-75 bridges** into the already overburdened **Oconee County road system**, and

WHEREAS, devolving this authority into an appointed body renders this legislation constitutionally suspect, and

WHEREAS, if the CTC does not refuse the roads then the County is forced to accept the financial responsibility, maintenance and liability of the roads, and

WHEREAS, the bill places too much power with the CTC, which is not liable or accountable to the taxpayers if funding is insufficient or if the CTC elects to spend the money on other projects such as state-owned roads, and

WHEREAS, insufficient funding would result in a potential local tax increase on County citizens to pay for maintenance and repair on the deteriorating roads;

NOW, THEREFORE, BE IT RESOLVED, by the governing body of Oconee County, South Carolina, the Oconee County Council is opposed to any legislative efforts to transfer state-owned roads to local governments and requests that all members of the South Carolina General Assembly refuse further consideration of any proposed legislation.

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

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall, Chairman of Oconee County Council

ATTESTED BY: _____
Elizabeth G. Hulse, Clerk to Oconee County Council

PROCUREMENT - AGENCY ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 21, 2015

ITEM TITLE:

Title: **Engineering Services for Lands Bridge Road (PO 51250)** Department: **Roads & Bridges**

Amount: **\$55,987.00**

FINANCIAL IMPACT:



Procurement was approved by Council in Fiscal Year 2014-2015 budget process:

Finance Approval: Sandra Price

BACKGROUND DESCRIPTION:

At the March 20, 2012 meeting, Council approved the award of RFP 11-15 for On Call Engineering Services to Davis & Floyd, Inc., of Greenwood, SC for Category C: On Call Roadway & Bridge Services. The Roads & Bridges Department contracted with Davis & Floyd to provide engineering services for the Lands Bridge Road construction project as follows:

- PO 51250, was issued on 8-22-2014 for the first five tasks of this project in the amount of \$34,450.00.
- Change Order #1 was issued on 11-7-2014 for the addition of Task 6 in the amount of \$1,995.00.
- Change Order #2 was issued on 2-3-2015 for the addition of Tasks 7 - 11, in the amount of \$8,380.00.

The project was bid out and construction has started. Unsuitable materials were discovered in the east approach of the new bridge, resulting in the need for Change Order # 3 in the amount of \$11,162 for Davis & Floyd to oversee and provide the necessary construction testing to resolve this unforeseen issue. With the addition of Change Order #3, the PO 51250 for Davis & Floyd now totals \$55,987.00 and requires Council approval.

ATTACHMENT(S):

1. Davis & Floyd original proposal dated July 7, 2014
2. Davis & Floyd Change Order #1 proposal dated November 3, 2014
3. Davis & Floyd Change Order #2 proposal dated February 2, 2015
4. Davis & Floyd Change Order #3 proposal dated April 1, 2015

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the award of \$55,987.00 to Davis & Floyd, Inc., of Greenwood, SC for engineering services for the Lands Bridge Road project.

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

Approved for Submittal to Council: T. Scott Moulder

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 13 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.

Reg # 12704

**DAVIS
&
FLOYD**

July 7, 2014

D. Mack Kelly, Jr. PE, PLS, CFM
Director of Public Works
County Engineer
Oconee County
15022 Wells Highway
Seneca, SC 29678
p (864)888-1072
f (864)888-1071
mkelly@oconeesc.com <<mailto:mkelly@oconeesc.com>>

**Subject: Road & Bridge Project (Land Bridge Road)
Phases 2 thru 4**

Mr. Kelly:

Davis & Floyd, Inc. is pleased to provide this proposal for engineering services for the subject project. Our understanding of the scope of services required for this project is outlined below and is based upon our discussions and initial site visit with you July 26, 2012 as well as recent conversations. If our understanding of the scope is inconsistent with yours, please inform us as soon as practical so that we may enter into discussions to ensure we provide all services required.

It is our understanding that this project is broken into 4 Phases:

- 1) Phase 1: Project Study - COMPLETE
- 2) Phase 2: Design
- 3) Phase 3: Bidding Services
- 4) Phase 4: Construction Services

The purpose of this letter is to discuss our scope of services for Phases 2 thru 4.

Phases 2 thru 4 are broken into 5 Tasks as follows:

TASK ONE: FINAL BRIDGE DESIGN & PLANS

For this task, Davis & Floyd will design the bridge and prepare the final bridge plans. The plans shall be neatly drawn and professionally prepared. All quantities will be provided as well as a list of bid pay items. The plans shall be complete and fully checked by D&F for completeness, correctness, accuracy, and consistency with the AASHTO Specifications before submittal to Oconee County. Each plan sheet will bear D&F's seal and signature as a registered professional engineer, in the State of South Carolina. (\$15,140.00).

TASK TWO: FINAL ROAD DESIGN & PLANS

This task will include the design and preparation of the final road plans. The plans will utilize the horizontal road alignment previously developed during conceptual design and include a vertical alignment, undercutting, and road cross sections. All quantities will be provided as well as a list of bid pay items. The plans will also include stormwater and erosion control documents, details and technical specifications. (\$6,610.00).

Engineering Architecture Environmental Laboratory

1319 Highway 72/221 East Greenwood, SC 29649 (864) 229 5211

davisfloyd.com

TASK THREE: LAND DISTURBANCE PERMITTING

This task will include developing an erosion control and stormwater management plan, which will be required to address potential site erosion as a result of the proposed construction. We will develop a stormwater/erosion control report and NOI application to be submitted to SCDHEC. (\$2,030.00)

TASK FOUR: BIDDING ASSISTANCE

This task will include assisting Oconee County with the preparation of the Bid Package, our attendance at a prebid conference as well as analyzing final bids to determine the most qualified low bidder. (\$2,270.00)

TASK FIVE: CONSTRUCTION SERVICES & AS-BUILT PLANS

This task will involve providing assistance during construction to assist Oconee County and the contractor with addressing field issues as well as reviewing shop drawings and preparing As-Built Drawings. We will attend a preconstruction meeting with the selected contractor and provide no more than three site visits during the course of construction. (\$7,400.00)

There will be reimbursable expenses include mileage, hotel, subsistence and printing cost associated with our Phase 2-4 efforts. These expenses are shown on the individual spreadsheets and will be invoiced separately from our design fees. We estimate these fees not to exceed \$2,000.00.

The total fee indicated on the cost spreadsheet is a not to exceed design fee.

If we are authorized to commence with our services on or before July 21, 2014, the following would be the approximate project schedule:

TASK	START	END
1 & 2	07/21/14	09/30/14
3	09/30/14	10/31/14
4	11/1/14	01/01/15
5	01/01/15	04/30/15

Davis & Floyd, Inc. appreciates the opportunity to provide this proposal and looks forward to working with Oconee County on this project. The procurement of our services will be according to the Professional Services Agreement dated March 21, 2012 titled Category C Roadway and Bridge Services. We are ready to commence with our design services immediately. Please do not hesitate to call if you have any questions or comments.

Sincerely,

DAVIS & FLOYD, INC.



Brent P. Robertson, PE
Vice President

DAVIS FLOYD

CLIENT: Oconee County
 PROJECT: Land Bridge Road over Chauga River

D&F JN: 110.00
 CALC BY: BPR
 DATE: 07/08/14

Scope of Engineering Services:

Task	Task
1 Final Bridge Design & Plans	
2 Final Road Design & Plans	
3 Land Disturbance Permitting	
4 Bidding Assistance	
5 Construction Services & As-Built Plans	

Engineering Cost Estimate

Task	Principal	Sr. PM	Proj. Mng.	Sr. Eng.	Eng.	Sen Inspector	Intern/Des.	Clerical
1	2		48		38		48	
2	6				40			6
3	2				16			
4	2		8		8			
5	2		40		8		9	
Total	14	0	96	0	110	0	57	6

Principal	14	@	\$ 175.00 / hour = \$	2,450.00
Sr. Project Manager	0	@	\$ 155.00 / hour = \$	-
Project Manager	96	@	\$ 135.00 / hour = \$	12,960.00
Senior Engineer	0	@	\$ 130.00 / hour = \$	-
Engineer	110	@	\$ 105.00 / hour = \$	11,550.00
Senior Inspector	0	@	\$ 100.00 / hour = \$	-
Engineer Intern/Designer	57	@	\$ 90.00 / hour = \$	5,130.00
Clerical	6	@	\$ 60.00 / hour = \$	360.00

In-House Labor Sub Total = \$ 32,450.00
 Total Labor = \$ 32,450.00
 Expenses = \$ 2,000.00
 Geotechnical Engineer Not Included

Grand Total = \$ 34,450.00

OCONEE COUNTY PROCUREMENT OFFICE

415 S. Pine Street, Room 1C
Walhalla, SC 29691

Telephone 864-635-4141
Fax 864-635-4142

PROCUREMENT DIRECTOR

Robyn M. Courtright

CHANGE ORDER

TO: Davis & Floyd	CHANGE ORDER NUMBER:	1
P O Drawer 428	PURCHASE ORDER NUMBER:	51250
Greenwood, SC 29645	PURCHASE ORDER DATE:	8/22/2014

You are hereby directed to make the following changes in this Purchase Order:

Add Task Six: Lead and Asbestos Survey of Existing Bridge	\$	1,995.00
---	----	----------

Total this Change Order:	\$	1,995.00
--------------------------	----	----------

The original Purchase Order sum was.....	\$	34,450.00
Net change by previous Change Orders.....	\$	-
Purchase Order sum prior to this Change Order was.....	\$	34,450.00
P.O. sum will be increased by this Change Order.....	\$	1,995.00
New P.O. sum including this Change Order will be.....	\$	36,445.00
Delivery time will be: <u>November 26, 2014</u>		

Vendor: Davis & Floyd
P O Drawer 428
Greenwood, SC 29645

Owner: Oconee County
415 South Pine Street
Walhalla, SC 29691

By: *Brent P. Robertson*

By: *T. Scott Moulder*
T. Scott Moulder

Date: 11/10/2014

Date: 11/10/14

PLEASE EXECUTE AND RETURN THIS DOCUMENT TO THE
PROCUREMENT OFFICE AT THE ABOVE ADDRESS WITHIN
SEVEN (7) DAYS OF RECEIPT. FAILURE TO DO SO COULD
RENDER THIS CHANGE ORDER NULL AND VOID.

DAVIS & FLOYD

SINCE 1954

November 3, 2014

D. Mack Kelly, Jr. PE, PLS, CFM
Oconee County
15022 Wells Highway
Seneca, SC 29678

Re: Road & Bridge Project (Land Bridge Road) – Lead and Asbestos Survey

Dear Mr. Kelly:

Davis & Floyd, Inc. is pleased to provide this proposal for engineering services for the subject project. Our understanding of the scope of services required for this project is outlined below and is based upon email correspondence between yourself and Mr. Andy Castro dated October 3, 2014. We understand this additional service will be a change order to our current purchase order for this project. If our understanding of the scope is inconsistent with yours, please inform us as soon as practical so that we may enter into discussions to ensure we provide all services required.

Our current Purchase Order includes five tasks so we will consider this task shc

TASK SIX: LEAD AND ASBESTOS SURVEY OF THE EXISTING BRIDGE

For this task, Davis & Floyd will conduct a trip to the site to conduct a lead and asbestos survey of the existing bridge structure. During this survey, we will take and analyze lead paint samples to detect TCLP lead. We will also take PLM asbestos samples and TEM asbestos samples. We will provide Oconee County a final report of our inspection and include the report and requirements for proper bridge disposal in our final plans and specifications. (\$1,700.00).

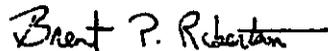
There will be reimbursable expenses include mileage, samples and subsistence associated with our design efforts. These expenses are shown on the individual spreadsheets and will be invoiced separately from our design fees. We estimate these fees not to exceed \$295.00. The total fee indicated on the cost spreadsheet is a not to exceed design fee.

If we are authorized to commence with our services on or before November 3, 2014 we will complete our services on or before November 26, 2014.

Davis & Floyd, Inc. appreciates the opportunity to provide this proposal and looks forward to working with Oconee County on this project. The procurement of our services will be according to the Professional Services Agreement dated March 21, 2012 titled Category C Roadway and Bridge Services. We are ready to commence with our design services immediately. Please do not hesitate to call if you have any questions or comments.

Sincerely,

DAVIS & FLOYD



Brent P. Robertson, PE
Vice President

1319 Highway 72/221, East Greenwood, SC 29619
(864) 229-5211 (864) 229-7811

WWW.DAVISFLOYD.COM

DAVIS FLOYD

CLIENT: Oconee County
 PROJECT: Land Bridge Road over Chauga River

D&F JN: 110.00
 CALC BY: BPR
 DATE: 11/03/14

Scope of Engineering Services:

Task	Task
① Lead and Asbestos Survey and Report	

Engineering Cost Estimate

Task	Principal	Sr. PM	Proj. Mng.	Sr. Eng.	Eng.	Enr. Tech	Intern/Des.	Clerical
①	2					9	9	
Total	2	0	0	0	0	9	9	0

Principal	2	Ⓢ	\$ 175.00 / hour = \$ 350.00
Sr. Project Manager	0	Ⓢ	\$ 185.00 / hour = \$ -
Project Manager	0	Ⓢ	\$ 135.00 / hour = \$ -
Senior Engineer	0	Ⓢ	\$ 130.00 / hour = \$ -
Engineer	0	Ⓢ	\$ 105.00 / hour = \$ -
Environmental Technician	9	Ⓢ	\$ 60.00 / hour = \$ 540.00
Engineer Intern/Designer	9	Ⓢ	\$ 90.00 / hour = \$ 810.00
Clerical	0	Ⓢ	\$ 60.00 / hour = \$ -

In-House Labor Sub Total = \$ 1,700.00

Total Labor = \$ 1,700.00

Expenses = \$ 295.00

Geotechnical Engineer Not Included

Grand Total = \$ 1,995.00

OCONEE COUNTY PROCUREMENT OFFICE

415 S. Pine Street, Room 1C
Walthalla, SC 29691

Telephone 864-638-4141
Fax 864-638-4142

PROCUREMENT DIRECTOR
Robyn M. Courtright

CHANGE ORDER

TO: Davis & Floyd	CHANGE ORDER NUMBER:	2
P O Drawer 428	PURCHASE ORDER NUMBER:	51250
Greenwood, SC 29645	PURCHASE ORDER DATE:	8/22/2014

You are hereby directed to make the following changes in this Purchase Order:

Add Task 7 - Earthwork Testing	\$	1,620.00
Add Task 8 - Asphalt Testing	\$	600.00
Add Task 9 - Concrete for Structures Testing	\$	1,020.00
Add Task 10 - Pile Foundation Installation	\$	1,020.00
Add Task 11 - CEPSCI Inspections	\$	2,700.00
Add associated expenses for these tasks	\$	1,420.00

Total this Change Order: \$ 8,380.00

The original Purchase Order sum was.....	\$	34,450.00
Net change by previous Change Orders.....	\$	1,995.00
Purchase Order sum prior to this Change Order was.....	\$	36,445.00
P.O. sum will be increased by this Change Order.....	\$	8,380.00
New P.O. sum including this Change Order will be.....	\$	44,825.00

Delivery time will be: 6/30/2015

Vendor: Davis & Floyd
P O Drawer 428
Greenwood, SC 29645

Owner: Oconee County
415 South Pine Street
Walthalla, SC 29691

By: *[Signature]*

By: *[Signature]*
T. Scott Moulder

Date: 2/4/15

Date: 2/14/15

**PLEASE EXECUTE AND RETURN THIS DOCUMENT TO THE
PROCUREMENT OFFICE AT THE ABOVE ADDRESS WITHIN
SEVEN (7) DAYS OF RECEIPT. FAILURE TO DO SO COULD
RENDER THIS CHANGE ORDER NULL AND VOID.**

DAVIS & FLOYD

SINCE 1954

February 2, 2015

D. Mack Kelly, Jr. PE, PLS, CFM
Oconee County
15022 Wells Highway
Seneca, SC 29678

Re: **Road & Bridge Project (Land Bridge Road) – Construction Testing**

Dear Mr. Kelly:

Davis & Floyd, Inc. is pleased to provide this proposal for engineering services for the subject project. Our understanding of the scope of services required for this project is outlined below and is based upon my conversation with Mr. Kyle Reid. We understand this additional service will be a change order to our current purchase order for this project. If our understanding of the scope is inconsistent with yours, please inform us as soon as practical so that we may enter into discussions to ensure we provide all services required.

Our current Purchase Order includes six tasks so we will consider this task seven thru eleven:

TASK SEVEN: EARTHWORK TESTING

For this task, our scope of work will consist of, all site nuclear density testing and standard field proctors based off the SCDOT family of curves. This task will also include stone base depth checks and nuclear density testing based off of a modified lab proctor. Proof roll will also be performed. We anticipate eight site visits to provide this testing. (\$1,620.00).

TASK EIGHT: ASPHALT TESTING

For this task, our scope of work will consist of, asphalt monitoring for temperature, laying quality, laying thickness and oversight of contractor testing. We anticipate two site visits to provide this testing. (\$600.00).

TASK NINE: CONCRETE FOR STRUCTURES TESTING

For this task, our scope of work will consist of, testing for bent caps and diaphragms for the cored slab bridge. We anticipate four site visits to provide this testing. (\$1,020.00).

TASK TEN: PILE FOUNDATION INSTALLATION

For this task, our scope of work will consist of monitoring of Pile Driving process, and completion of pile driving logs. We anticipate four site visits to provide this oversight. (\$1,020.00).

TASK ELEVEN: CEPSCI INSPECTIONS

For this task, our scope of work will consist of weekly site visits for erosion control inspections based on a twenty four month construction duration. Our inspections will check for plan compliance and note any deficiencies or deviations from the approved plans. (\$2,700.00).

There will be reimbursable expenses include mileage, samples and concrete cylinders associated with our testing efforts. These expenses are shown on the individual spreadsheets and will be invoiced separately from our design fees. We estimate these fees not to exceed the below amounts for each task:

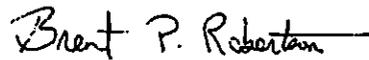
\$1420 Expenses

TASK SEVEN: \$310.00 (Mileage and One Modified Proctor)
TASK EIGHT: \$ 50.00 (Mileage)
TASK NINE: \$460.00 (Mileage, maximum of thirty concrete cylinder test specimens)
TASK TEN: \$ 90.00 (Mileage)
TASK ELEVEN: \$510.00 (Mileage)

If we are authorized to commence with our services on or before February 6, 2015 we will provide these services based on the construction schedule developed by the contractor.

Davis & Floyd, Inc. appreciates the opportunity to provide this proposal and looks forward to working with Oconee County on this project. The procurement of our services will be according to the Professional Services Agreement originally dated March 21, 2012 (extended January 12, 2015 with Davis & Floyd 2013 Fee Schedule) titled Category C Roadway and Bridge Services. We are ready to commence with our design services immediately. Please do not hesitate to call if you have any questions or comments.

Sincerely,
DAVIS & FLOYD



Brent P. Robertson, PE
Vice President

DAVIS FLOYD

CLIENT: Oconee County
 PROJECT: Land Bridge Road over Chauga River

D&F JN: 110.00
 CALC BY: BPR
 DATE: 02/02/15

Scope of Engineering Services:

Task	Task
1 Earthwork Testing	
2 Asphalt Testing	
3 Concrete Testing for Structures	
4 Pile Foundations Installation	
5 CEPSCI Weekly Inspections	

Engineering Cost Estimate

Task	Principal	Sr. PM	Proj. Mng.	Sr. Eng.	Eng.	Enr. Tech	Intern/Des.	Sr. Insp.
1	2							12
2	1							4
3	1							8
4	1							8
5	1							24
Total	6	0	0	0	0	0	0	56

Principal	6	@	\$ 180.00 / hour = \$	1,080.00
Sr. Project Manager	0	@	\$ 160.00 / hour = \$	-
Project Manager	0	@	\$ 145.00 / hour = \$	-
Senior Engineer	0	@	\$ 140.00 / hour = \$	-
Engineer	0	@	\$ 110.00 / hour = \$	-
Environmental Technician	0	@	\$ 75.00 / hour = \$	-
Engineer Intern/Designer	0	@	\$ 90.00 / hour = \$	-
Senior Inspector	56	@	\$ 105.00 / hour = \$	5,880.00

In-House Labor Sub Total = \$ 6,960.00
 Total Labor = \$ 6,960.00
 Expenses = \$ 1,420.00

Grand Total = \$ 8,380.00

OCONEE COUNTY PROCUREMENT OFFICE

415 S. Pine Street, Room 1C
Walhalla, SC 29691

Telephone 864-638-4141
Fax 864-638-4142

PROCUREMENT DIRECTOR

Robyn M. Courtright

CHANGE ORDER

TO: Davis & Floyd	CHANGE ORDER NUMBER:	3
P.O. Drawer 428	PURCHASE ORDER NUMBER:	51250
Greenwood, SC 29645	PURCHASE ORDER DATE:	8/22/2014

You are hereby directed to make the following changes in this Purchase Order:

Task 12: Unsuitable soils testing	\$	11,162.00
-----------------------------------	----	-----------

Total this Change Order	\$	11,162.00
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The original Purchase Order sum was.....	\$	34,450.00
Net change by previous Change Orders.....	\$	10,375.00
Purchase Order sum prior to this Change Order was.....	\$	44,825.00
P.O. sum will be increased by this Change Order.....	\$	11,162.00
New P.O. sum including this Change Order will be.....	\$	55,987.00
Delivery time will be: <u>6/30/2015</u>		

Vendor: Davis & Floyd
P.O. Drawer 428
Greenwood, SC 29645

Owner: Oconee County
415 South Pine Street
Walhalla, SC 29691

By: _____

By: 
T. Scott Moulder



Date: _____

Date: 4/10/15

**PLEASE EXECUTE AND RETURN THIS DOCUMENT TO THE
PROCUREMENT OFFICE AT THE ABOVE ADDRESS WITHIN
SEVEN (7) DAYS OF RECEIPT. FAILURE TO DO SO COULD
RENDER THIS CHANGE ORDER NULL AND VOID.**

DAVIS & FLOYD

SINCE 1954

April 1, 2015

D. Mack Kelly, Jr. PE, PLS, CFM
Oconee County
15022 Wells Highway
Seneca, SC 29678

Re: Road & Bridge Project (Land Bridge Road) – Unsuitable Soil Testing

Dear Mr. Kelly:

Davis & Floyd, Inc. is pleased to provide this proposal for construction testing services for the subject project. Our understanding of the scope of services required for this project is outlined below and is based upon field observations of the exposed soils on the east approach to the new bridge. We understand this additional service will be a change order to our current purchase order for this project. If our understanding of the scope is inconsistent with yours, please inform us as soon as practical so that we may enter into discussions to ensure we provide all services required. Our current Purchase Order includes eleven tasks so we will consider this task twelve:

TASK TWELVE: UNSUITABLE SOIL TESTING

For this task, our scope of work will consist of the following services utilizing S&ME as a sub consultant to provide the actual testing. Davis & Floyd, Inc. will provide oversight during the rehabilitation process. In general, the scope of services are as follows:

- Subgrade Observations.
- Density testing during new fill placement.
- Reporting

See attached S&ME proposal number 33-1500104 dated March 2015 for a detailed narrative of the services to be provided. The total labor fee includes a sub consultant fee of \$7,620.00 with no additional mark up for Davis & Floyd. (\$10,260.00).

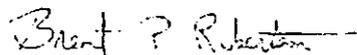
There will be reimbursable expenses include mileage and standard proctor testing. These expenses are shown on the individual spreadsheet and will be invoiced separately from our design fees. We estimate these fees not to exceed \$902.00 without prior owner approval.

We are prepared to proceed with this service upon your verbal approval of this proposal.

Davis & Floyd, Inc. appreciates the opportunity to provide this proposal and looks forward to working with Oconee County on this project. The procurement of our services will be according to the Professional Services Agreement originally dated March 21, 2012 (extended January 12, 2015 with Davis & Floyd 2013 Fee Schedule) titled Category C Roadway and Bridge Services. We are ready to commence with our design services immediately. Please do not hesitate to call if you have any questions or comments.

Sincerely,

DAVIS & FLOYD



Brent P. Robertson, PE
Vice President

DAVIS FLOYD

CLIENT: Oconee County
 PROJECT: Land Bridge Road over Chauga River

D&F JN: 110.00
 CALC BY: BPR
 DATE: 04/01/15

Scope of Engineering Services:

Task	Task
1	Unsuitable Material Testing East Side

Engineering Cost Estimate

Task	Principal	Sr. PM	Proj. Mng.	Sr. Eng.	Eng.	Enr. Tech	Intern/Des.	Sr. Insp.
1	3							20
2								
3								
4								
5								
Total	3	0	0	0	0	0	0	20

Principal	3	@	\$ 180.00 / hour = \$ 540.00
Sr. Project Manager	0	@	\$ 180.00 / hour = \$ -
Project Manager	0	@	\$ 145.00 / hour = \$ -
Senior Engineer	0	@	\$ 140.00 / hour = \$ -
Engineer	0	@	\$ 110.00 / hour = \$ -
Environmental Technician	0	@	\$ 75.00 / hour = \$ -
Engineer Intern/Designer	0	@	\$ 90.00 / hour = \$ -
Senior Inspector	20	@	\$ 105.00 / hour = \$ 2,100.00

In-House Labor Sub Total = \$ 2,640.00
 Total Labor = \$ 2,640.00
 Subcontractor Fees = \$ 7,820.00
 Expenses = \$ 902.00

Grand Total = \$ 11,162.00



March 30, 2015

Mr. Brent Robertson, P.E.
Davis & Floyd
1319 Hwy 72/221
Greenwood, South Carolina 29649

Reference: Confirming Proposal to Provide Construction Materials Testing Services
Land Bridge Road East Bridge Approach Roadway
Mountain Rest, South Carolina
S&ME Project No. 3326-15-037
S&ME Proposal No. 33-1500104

Dear Mr. Robertson:

S&ME, Inc. (S&ME) is pleased to have the opportunity to submit this proposal for the above referenced project. This proposal describes our understanding of the project, discusses the intended scope of our services, outlines the project schedule and presents the associated compensation for our services. Based on a March 20, 2015 email from Mr. Brent Robertson of Davis & Floyd, we have proceeded with these services. Our Agreement for Services (Form AS-071) is attached to this proposal and is incorporated as part of the proposal.

PROJECT INFORMATION AND SCOPE OF SERVICES

In preparing this proposal we have:

- Performed a site visit/meeting on March 24, 2015 where the planned east approach road was observed and project details were discussed with representatives of Davis & Floyd, Oconee County, and Hutch-n-Son Construction;
- Reviewed project plan sheets 14 and 15 produced by Davis & Floyd dated October 2014; and
- Reviewed the subsurface exploration report for the project produced by S&ME (report no. 1261-12-361, dated January 11, 2013).

Because of very wet, soft exposed subgrade soils along the east approach road to Best 2, specialized site grading stabilization measures will be required along the approach road. Based on our observations and prior experience, we believe that it will take approximately 2 to 3 days for the grading contractor to perform the work (embankment grading and subgrade stabilization) for the east bridge approach roadway. Although the

exact measures to be used are unknown to us at this time, three specialized site grading options were detailed in S&ME report dated March 26, 2015. These three options are:

- 1) placement of an initial thick soil fill lift across the site to act as a "bridge";
- 2) placement of a geogrid followed by 1½ to 2 feet of crushed stone (Macadam Base); and
- 3) placement of a geotextile fabric followed by 1½ to 2 feet of crushed stone known locally as "surge" stone.

S&ME is familiar with the project having performed the Subsurface Exploration for the site (S&ME Report No. 1261-13-361 dated January 11, 2013) and having made the specialized site grading recommendations.

From our discussion(s) with you, S&ME proposes to offer the following services as part of this proposal:

- **Subgrade Observations:** Our personnel can assess exposed subgrade soil conditions along the east approach road in preparation for new fill placement. Where soft unstable soils are identified we can observe any undercutting activities or specialized site grading stabilization measures needed and/or performed by the grading contractor.
- **Density Testing During New Fill placement:** Our personnel can perform density testing during fill placement operations for the east approach road. S&ME will observe fill placement techniques including moisture conditions, soil types and compaction procedures. Additionally, after obtaining representative soil samples from the site, our laboratory personnel can perform standard or modified Proctor testing to obtain the material's optimum moisture content and maximum dry density.
- **Reporting:** Our personnel can leave a copy of a field report at the project site. This report will summarize our field personnel's preliminary observations and testing results. This information will be delivered to our office, reviewed by an S&ME project manager, and issued in a typed format, when applicable. Once construction of the east approach road is satisfactorily completed, S&ME will provide Oconee County a final construction letter indicating the stabilization procedures performed by the grading contractor were observed by personnel from S&ME and assessed to have been performed in general accordance with the subsurface exploration report dated January 11, 2013 and our subgrade recommendations report dated March 26, 2015.

EXCLUDED SERVICES

Unless the scope of work outlined in this proposal is modified in writing, the following items are specifically excluded from our scope of services:

1. "Special Inspection" testing and observations as defined in the International Building Code, 2012 edition.
2. Certification of density testing results for periodic testing and observations. Please be aware that density testing performed on a "part-time" or periodic basis will represent the compaction and moisture at the tested depths and locations only at the time our

- testing is performed. S&ME does not represent the entire bill must to meet the project specifications for part-time testing.
3. Observing and documenting pile installation. S&ME can provide these services should they be needed.
 4. Sampling and testing plastic concrete during bridge construction. S&ME can provide these services should they be needed.
 5. Asphalt observations and testing during paving operations. We assume the asphalt subcontractor will perform their own quality control testing during placement.

CLIENT RESPONSIBILITIES

We ask that you be responsible for the following:

1. **Scheduling:** Provide us with the name of the individual who will be responsible for scheduling and directing our testing services. Provide, or instruct your appointed representative to provide, a minimum 24-hour notice for our services. When our services will be needed on weekends and/or holidays (Memorial Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day), we require a minimum 48-hour notification.
2. **Report Distribution:** Provide us with all applicable names and addresses for report distribution.

COMPENSATION

Billing for this project will be on a unit price basis in accordance with the attached Fee Schedule. Our actual fees will be dependent on the services provided. For your review, we have also prepared an Estimate of Probable Cost for our services. Based on our understanding of the project, we have estimated that our compensation will be approximately \$8532. This estimate will not be exceeded without obtaining your written approval beforehand. Please keep in mind these fees are based on no overtime. The expected work and unit rates are illustrated on the attached Estimate of Probable Cost.

Also, this estimate is based on multiple assumptions made by our personnel regarding the construction schedule and our experience with similar projects. The actual cost for these services will be based on the actual services provided and the unit rates established in the Estimate of Probable Cost and Fee Schedule. Therefore, our actual cost could be lower or higher than our estimate but we will not exceed the estimate without your prior approval. With each invoice, we will update you with the services provided for that invoice, as well as the total fees to date.

SCHEDULE

This project will be staffed on an on-call part-time and full-time basis, as directed by you or your appointed representative. We request at least 24-hour notification for rescheduling. When performing these services on an on-call basis, S&ME will perform only those services specifically requested by your on-site personnel, as outlined in this proposal, and will not be responsible for services performed without our presence.

AUTHORIZATION

Our Agreement for Services, Form Number AS-071, is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing the form and returning it to our office. We will then proceed with the performance of services. If you elect to accept our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement of Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements.

This proposal was sent to you via email. If you elect to accept our proposal by return email, then please reference this proposal number and date. Your email acceptance will serve as representation to S&ME that you have reviewed the proposal and associated Agreement for Services (AS-071) and hereby accept both as written.

This proposal is solely intended for the Basic Services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and resulting documents is limited to above-referenced project and client. No other use is authorized by S&ME, Inc.

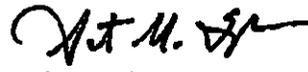
CLOSING REMARKS

S&ME appreciates the opportunity to propose our services to you. Should you have any questions after reviewing this proposal or if we may be of additional service, please do not hesitate to contact us at your convenience.

Sincerely,

S&ME, INC.


Herbert (Rocky) Wall
Staff Professional


Gant Taylor, P.E.
Senior Engineer

HCW/GT/csg
Attachments:

T:\Proposals\2015\CS33-1500104 Land Bridge\Proposal.doc
Estimate of Probable Cost
Fee Schedule
Agreement for Services (Form AS-071)



Estimate of Probable Cost
Confirming Proposal to Provide Construction Materials Testing Services
Land Bridge Road East Bridge Approach
Mountain Rest, South Carolina
S&ME Project No. 3320-15-037
S&ME Proposal No. 33-1500104

I. Subgrade Observations

Assume 4 trips at 8 hrs/day (Includes 3/24/15 site visit)

A. Project Engineer	32 hours at	\$110.00 /hr	-----	\$3,520.00
B. Mileage	480 miles at	\$0.55 /mile	-----	\$264.00
			SUBTOTAL	\$3,784.00

II. In-Place Density Testing

Assume 3 days at 8 hrs/day

A. Engineering Technician	24 hours at	\$50.00 /hr	-----	\$1,200.00
B. Mileage	380 miles at	\$0.55 /mile	-----	\$209.00
			SUBTOTAL	\$1,398.00

III. Laboratory Testing

A. Standard Proctor Testing	2 tests at	\$120.00 /test	-----	\$240.00
			SUBTOTAL	\$240.00

IV. Professional and Administrative Services (Includes Report time for 3/24/15 visit)

A. Project Engineer	20 hours at	\$110.00 /hr	-----	\$2,200.00
B. Senior Engineer	5 hours at	\$140.00 /hr	-----	\$700.00
			SUBTOTAL	\$2,900.00

TOTAL ESTIMATE \$9,322.00

CONSTRUCTION MATERIALS TESTING SERVICES FEE SCHEDULE

**S&ME, INC. - UPSTATE, SC
S&ME Proposal No. 33-1500104**

MATERIALS TESTING TECHNICIAN SERVICES

1.	Technician (T-1) for general concrete sampling/testing, per hour	\$40.00
2.	Technician (T-2) for soil density testing and concrete sampling/testing, per hour	\$45.00
3.	Senior Technician (T-3) for soil testing, concrete testing, and undercut or soil stabilization observations, per hour	\$50.00
4.	Senior Technician (T-4) for soil testing, concrete testing, undercut or soil stabilization observations, subgrade evaluations, base course/asphalt density, and specialized testing, per hour	\$55.00

SPECIAL INSPECTION TESTING TECHNICIAN SERVICES

1.	Special Inspector - Soils, per hour	\$65.00
2.	Special Inspector - Concrete, per hour	\$65.00
3.	Special Inspector - Masonry, per hour	\$65.00
4.	Special Inspector - Steel, per hour	\$80.00

PROFESSIONAL SERVICES

1.	Engineering Aid, per hour	\$65.00
2.	Staff Professional (P1), per hour	\$80.00
3.	Staff Professional (P2), per hour	\$95.00
4.	Project Professional (P3), per hour	\$110.00
5.	Project Professional (P4), per hour	\$125.00
6.	Senior Professional (P5), per hour	\$140.00
7.	Administrative Support (S2), per hour	\$55.00
8.	Subcontract Services	Cost +15%
9.	Mileage, per mile	\$0.55

LABORATORY AND FIELD TESTING SERVICES

1.	Soil - Laboratory Compaction Characteristics (Proctor) - Standard Effort, each	\$120.00
2.	Soil - Laboratory Compaction Characteristics (Proctor) - Modified Effort, each	\$150.00
3.	Aggregate - Laboratory Compaction Characteristics (Proctor) - Standard Effort, each	\$150.00
4.	Aggregate - Laboratory Compaction Characteristics (Proctor) - Modified Effort, each	\$180.00
5.	Aggregate Base Course - Particle Size (Sieve) Analysis, each	\$100.00
6.	Soil - Particle Size Analysis (Wash 200 Only), each	\$75.00
7.	Soil - Particle Size Analysis (With Hydrometer), each	\$150.00
8.	Soil - Liquid Limit, Plastic Limit, and Plasticity Index, each	\$100.00
9.	Soil - Water (Moisture) Content, each	\$10.00
10.	Concrete - Test Cylinders, per cylinders cast	\$12.00
11.	Concrete - Compressive Strength Testing of contractor-made cylinders, each	\$25.00
12.	Concrete - Flexible Strength Testing of Beams, per beam cast	\$35.00
13.	Concrete - Compressive Strength Testing of Cores, each	\$30.00
14.	Asphalt - Specific Gravity/Density of Core, each	\$30.00
15.	Grout/Mortar - Compressive Strength Testing, per sample cast	\$10.00
16.	Soil - Direct Shear, each	\$450.00
17.	Coring Equipment, per day	\$175.00
18.	MT/UT/PT Equipment and Supplies, per hour	\$30.00
19.	Floor Flatness and Levelness Device, per day	\$150.00
20.	Nuclear Density Gauge, per day	\$25.00

NOTES:

- A. Full-time work is defined as 40 hours per week or more.
- B. Overtime rates will be 1.5 times the regular rate indicated for labor.
- C. Overtime includes all time in excess of 8 hours per day, 40 hours per week, Saturdays, Sundays and Holidays.
- D. Services performed pursuant to this Fee Schedule shall be governed by the S&ME proposal referenced above.

PROCUREMENT - AGENCY ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 21, 2015

ITEM TITLE:

Title: Komatsu Back Dump Truck

Department: Quarry

Amount: \$493,300.00

FINANCIAL IMPACT:



Procurement was approved by Council in Fiscal Year 2014-2015 budget process.

Finance Approval: _____

BACKGROUND DESCRIPTION:

The Quarry utilizes three (3) rigid frame back-dump trucks to support daily operations. A back-dump truck was included for replacement in the Quarry's future capital improvement plan. On April 1, 2015, a 2004 Terex back-dump truck caught fire and is not repairable. A replacement truck is needed as soon as possible in order to keep up with the current demand for Quarry products. The Quarry currently has a 2007 Komatsu 325-7 back-dump truck, a 2001 and a 2002 Terex truck, one of which is down for repairs. To keep maintenance and repair issues minimized and to utilize existing parts inventory, a replacement truck should only be Komatsu or Terex brand. Linder Machinery is the only Authorized Dealer for Komatsu in the state of South Carolina. The Quarry requests approval to purchase a 2015 Komatsu HD 325-7 back-dump truck from Linder Machinery in the amount of \$493,300.00.

SPECIAL CONSIDERATIONS OR CONCERNS:

Quarry staff contacted several used equipment vendors, but at this time there is not a comparable used truck available for purchase. All brands of this size back dump trucks are only available from Authorized Dealers. Quarry staff priced several comparable trucks and this information is attached.

ATTACHMENT(S):

1. Recommendation letter from Quarry Manager
2. Recommendation letter from Procurement
3. Komatsu Authorized Dealer letter
4. Tab Sheet and three quotes

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of one 2015 Komatsu 325-7 back-dump truck from Linder Industrial Machinery Company of Greer, SC, for the cost of \$493,300.00.

Submitted or Prepared By: _____

Robyn Courtright, Procurement Director

Approved for Submittal to Council: _____

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.



Oconee
County
Quarry



April 10, 2015

Mrs. Robyn Courtright, Procurement Director
Oconee County
415 S. Pine Street
Walhalla, SC 29691

Re: Quarry Back-Dump Truck Purchase

Dear Mrs. Courtright;

Currently the Quarry operates one Komatsu and 3 Terex back-dump trucks. One of the Terex trucks is down for repair and the third Terex truck caught fire on April 1, 2015 and is not repairable. This leaves the Quarry with only 2 operational trucks that cannot keep up with demand. There is an urgent need to replace the truck that burned with a new truck as soon as possible. The Quarry can only consider a 35 - 40 ton truck to fit the Quarry application. A larger or smaller truck will not work. In this size, the only trucks currently available on the market are Caterpillar, Komatsu and Terex. It is necessary for the new truck to be Komatsu or Terex to utilize existing inventory of maintenance and repair parts. The Quarry received quotes for these three trucks which are attached. I am recommending that we purchase the Komatsu HD325-7, which is the least expensive of the 3 trucks quoted. We have also had good service and support from the Komatsu dealer for our existing 2007 back-dump truck.

Thank you for your kind consideration.

Sincerely,



D. Richard Martin, Quarry Manager
Oconee County Quarry

DRM/pm

Oconee County Rock Quarry
488 Rock Crusher Road
Walhalla, SC 29691

Phone: 864-638-4214
Fax: 864-638-4215

E-mail:
quarry@ococonee.com



April 10, 2015

Oconee County
Procurement Office

TO: T. Scott Moulder

FROM: Robyn M. Courtright

SUBJECT: JUSTIFICATION FOR PURCHASE OF KOMATSU BACK-DUMP
TRUCK FOR THE QUARRY

Robyn M. Courtright, CPPC
Procurement Director

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

Phone: 864.638.4141
Fax: 864.638.4142

rcourtright@oconeesc.com

As you are aware, on April 1, 2015, a Terex 2004 back-dump truck caught fire at the Quarry and is not considered to be repairable. A replacement truck is needed as soon as possible to keep up with the daily product demands at the Quarry. Quarry staff has been looking for a used truck but at this time cannot find any comparable used trucks available.

Currently the Quarry has one Komatsu truck and two older Terex trucks. They would like to stay with either of these two brands to keep maintenance and repair issues minimized. Caterpillar has a truck in this size and they are available on the NJPA Contract, but this would be a new brand and is the most expensive of the three trucks. Both Komatsu and Terex trucks are only available from Authorized Dealers in South Carolina. Because of this, I see no need to try and do a bid for this truck.

Therefore, I am recommending that we proceed with the purchase of this Komatsu truck from Linder Industrial Machinery Company, who is the Authorized Dealer for South Carolina for Komatsu.





Tuesday, July 09, 2013

Dear Robyn,

Linder Industrial Machinery was founded in Florida in 1953 by Scott Linder, Sr. and has been the exclusive dealer for **KOMATSU** equipment since 1975. In 2003, Linder purchased Mitchell

Distributing, the exclusive dealer for **KOMATSU** equipment in North and South Carolina.

Today, Linder is still the exclusive dealer for **KOMATSU** and operates 16 locations throughout the Carolinas and Florida.

In June, 2013, Linder has celebrated 60 years as an equipment distributor providing sales, rental, parts and service for the construction, mining, government, agriculture and forestry industries. "Longevity is the test of how you've treated your customers," says John Coughlin, president of Linder. "Over sixty years in business is a good indication that we're putting our customers first." The company attributes its success to this basic tenet, and all employees are devoted to providing excellent service to customers.

Our branch closest to the Oconee County Quarry is located at 525 Old Jones Rd., Greer, SC and houses a multimillion dollar parts warehouse, full service shop with highly trained technicians, fully equipped

service trucks to help keep your **KOMATSU** WA600 wheel loader operating at the lowest per hour cost with the uptime to get the work done.

Please call if you have any questions.

Regional Manager-South Carolina

Sam Light



Back Dump Truck for Quarry

Vendors	Blanchard Machinery	Linder Industrial Machinery	May Heavy Equipment
Brand Name	Caterpillar	Komatsu	Terex
Address	Simpsonville, SC	Greer, SC	Columbia, SC
Year and Model	2015 770G	2015 HD325-7 Rigid Dump Truck	2015 T845 Rigid Frame Truck
Price	\$547,640.00	493,000.00	\$539,700.00
Warranty	1 year, unlimited hours	1 year, unlimited hours	1 year, 5,000 hours
Additional Charges		Doc Fees: \$300.00	
	Additional 4 year extended warranty on powertrain		
Grand Total	\$547,640.00	\$493,300.00	\$539,700.00
Delivery Time	20 days	2 weeks	30 days

770G

Off-Highway Truck



Engine

Engine Model	Cat® C15 ACERT™	
Gross Power - SAE J1935	304 kW	415 hp
Net Power - SAE J1349	356 kW	477 hp

Weights - Approximate

Target Gross Machine Operating Weight	41,214 kg	90,889 lb
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Operating Specifications

Target Payload Capacity	38.2 tonnes / 42.1 tons
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- Nominal payload and capacity based on Dual Slope body with no liner. Attachment selection will affect payload and maximum gross machine operating weight.
- Refer to Caterpillar's 10/10/20 Payload Policy for maximum gross machine weight limitations.



Quote 113859-02

April 10, 2015

COUNTY OF OCONEE-ROCK CRUSH
PURCH DEPT (NON TAXABLE)
415 S PINE ST
WALHALLA
South Carolina
29691 2145

Attention: RICK MARTIN

Dear Rick,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New CAT Model: 770G Truck with all standard equipment in addition to the additional specifications listed below:

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Thank you,

Ron Hunter
Machine Sales Representative

One (1) New CAT Model: 770G Truck with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN

Cat C15 ACERT tier 4 Final compliant diesel engine

- Air cleaner with precleaner(2)
- Air-To-Air Aftercooler (ATAAC)
- Electric start
- Engine idle shutdown
- Ether starting aided
- Exhaust muffler
- Global Off-Highway Aluminum Radiator (GOHAR)

For Tier 4 regions only (U.S./Canada)

- Aftertreatment system
- Nox Reduction System (NRS)
- Diesel Oxidation Catalyst (DOC)

- Demand fan
- MEUI-C fuel system

Braking system:

- Automatic Retarder Control (ARC)
- Manual retarder (utilizes rear oil cooled , multiple disc brakes)

- Brake release motor (towing)
- Dry disc brakes (front)
- Front brake disconnect switch (front)
- Oil-cooled multiple disc brakes (rear)
- Brake wear indicator (rear)
- Parking brake
- Secondary brake
- Service brake

Transmission:

- 7 speed automatic powershift w/ Electronic Clutch Pressure Control (ECPC)
- Advanced Productivity Electronic Control Strategy (APECS)
- Automatic neutral idle
- Autostall
- Second gear start

SUSPENSION SYSTEMS

Suspension, front and rear (EU

pressure vessel compliant)

ELECTRICAL

Alarm backup

Alternator,120 Amp

Batteries, maintenance-free, 12V (2), 1400 CCA combined.

Electrical system, 25 AMP, 24V to 12V converter

Lighting system:

- Backup light (halogen)
- Directional signals/hazard warning, (front and rear LED)
- Engine compartment light

- Headlights, (halogen) with dimmer
- Operator access courtesy lights
- Side profile lights
- Stop/tail lights (LED)

Service Center containing:

- Battery jump start
- Breakers, electrical
- Lock out switch
- Ports, ET and VIMS
- Service lockout switch (power without engine start)

OPERATOR ENVIRONMENT

- Advisor display
- Air cleaner service indicator
- Fluid level monitoring
- Fuel level monitoring
- Display languages (Market based)
- Air Conditioning / heat
- Automatic temperature control
- Ashtray and cigarette lighter
- Coat hook
- Cup holders (4)
- Diagnostic connection port, 24V
- Entertainment Radio Ready
- 5 amp converter
- Speakers
- Antenna
- Wiring harness
- Foot rest
- Gauges/Indicators:
 - Brake oil temperature gauge
 - Coolant temperature gauge
 - Engine overspeed indicator
 - Fuel level
 - Hour meter
 - Speedometer w/odometer

- Tachometer
- Transmission gear indicator
- Hoist lever
- Horn
- Light - courtesy
- Light - dome
- Mirrors, non-heated
- Rollover Protection (ROPS)/
- Falling Object Protection (FOPS)
- Cat Comfort Series III seat
- full air suspension,
- retractable 4 point seat belt with
- shoulder harness
- Seat, training,with lap belt
- Steering wheel, padded, tilt and
- telescopic
- Storage compartment
- Sun visor
- Throttle lock
- Window, sliding, right side
- (Emergency exit)
- Window, powered, left side
- Windshield wiper intermittent and
- washer

TECHNOLOGY PRODUCTS

- Economy Modes, standard and adaptive
- Product Link, cellular or satellite
- Truck Production Mgmt System (TPMS)

- Vital Information Mgmt System (VIMS)
- TMPH/TKPH Tire Monitoring System
- Advisor

GUARDS

- Driveline
- Engine crankcase

- Fan

FLUIDS

- ANTIFREEZE
- Extended Life Coolant to -34C/-30F

- Grouped ground-level filters

OTHER STANDARD EQUIPMENT

Body down indicator
 Body safety pin (secures body in up position)
 Center mounted rims
 Fuel tank, 795L, 210 gal
 Ground level battery disconnect
 Ground level engine shutdown
 Ground level grease fittings

Operation Maintenance Manual (OMM)
 Rims 13 x 33
 Rock ejectors
 Secondary steering (electric)
 Tie down eyes
 Tow hooks(front)/Tow pin (rear)
 Vandalism protection locks

MACHINE SPECIFICATIONS

Description	Reference No
770G OHT AM NORTH DCA1	451-1294
300-0001 770G Base Machine	300-0001
299-7274 Filter Gp-Air	299-7274
309-1718 Wiring Gp-Lighting (Halogen)	309-1718
341-6731 Language, Advisor	341-6731
343-4105 Exhaust, Body Heat	343-4105
444-8412 North American Region	444-8412
444-8420 Advance Braking Performance	444-8420
444-8428 Suspension EU	444-8428
444-8435 Grease Fittings, Clustered w/ Fast Fill	444-8435
444-8437 Weather Package - Standard	444-8437
444-8447 Technology Pkg, Superior-Cellular	444-8447
TIRES,18.00 R33 BS VMTP E2A	325-1402
WHEEL CHOCKS (ANSI)	365-8571
BODY GP-FLAT FLOOR WITH LINER	444-8460

NJPA Sell Price	\$547,640
Ext Warranty	Included
Sell Price does not include sales tax if applicable (Quarry)	\$547,640

WARRANTY

Standard Warranty: 12 Month/Unlimited Hour Standard Warranty

Extended Warranty: 4 Year / 6000 Hour Powertrain

F.O.B/TERMS

Walhalla, SC

Accepted by _____ on _____

Signature

KOMATSU®

HD325-7

With Tier 3 Engine

GROSS HORSEPOWER

386 kW 518 HP

NET HORSEPOWER

371 kW 498 HP

MAXIMUM GVW

69280 kg 152,740 lb

**HD
325**



Photo may include optional equipment.

OFF-HIGHWAY TRUCK

 **KOMATSU** **LINDER** | INDUSTRIAL
MACHINERY
COMPANY

04/09/2015

Quote #: TH-1079

Greene County Rock Quarry

Dear Rick Martin,

For 68 years, Linder Industrial Machinery has provided a diversified offering when it comes to off-road equipment. In addition to being the largest Komatsu dealer in North America, Linder represents many other lines of equipment including Wirtgen milling machines; Wirtgen soil stabilizers; Wirtgen slipform pavers; Vögele pavers; Hamm compaction products; Kleemann crushing and screening products; Atlas and Mantzinen material handlers; Konecranes lift trucks; Midland Machinery road wideners; Allied Construction Products; Genesis Demolition and scrap attachments; Mincon, Esca, Hensley and Superior Brooms. Linder has 16 locations in key cities throughout North Carolina, South Carolina and Florida.

Aligning with Linder through your equipment purchase, will provide many benefits along the way. With millions of dollars in parts inventory stored throughout our 16 locations in Florida, North Carolina & South Carolina, we are committed to providing quality parts solutions with fast turnaround.

At Linder, Service is not a department but an entire company focus. That focus is customer uptime, utilizing factory trained technicians to provide planned maintenance, corrective maintenance, and undercarriage repair seamlessly to our customer.

Further to your request we are pleased to present to you the following detailed specification and pricing information regarding the following equipment:

2015 KOMATSU HD325-7

Thank you for providing us the opportunity of presenting this information regarding Linder Industrial Machinery Company's products and services. We look forward to discussing in further detail the information enclosed.

Respectfully,

Tyler Halbert
Equipment Salesman

KOMATSU**LINDER** INDUSTRIAL
MACHINERY
COMPANY**Configuration**

HD325-7 Komatsu Rigid Dump Truck
 Tires: 18.00-33,XDBT,E4,Michelin (6)
 BODY 31.4 CU YDS 24 CU MM W/LINER
 SPALLGUARDS
 AUTOMATIC RETARD SPEED CNTRL

Attachment**Warranty**

One year unlimited hour full machine warranty included

Warranty Options (Not included in Pricing)

Power Train Plus 36/5000 9338 35

Trade In

Manufacturer
 Model:
 Serial #:
 Year:
 Hours:
 Trade Value:

Total Selling Price

Machine Selling Price	\$993,000.00
Less Discount and Programs	\$0.00
Less Trade In:	\$0.00
Net Selling Price	\$493,000.00

Finance

Sell Price	\$493,000.00
Sales Tax (Tax Exempt)	\$N/A
Sub Total	\$493,000.00
Cash Down	\$0.00
Trade In	\$0.00
Doc Fee	\$300.00
Other Charges	\$0.00
Finance Amount	\$493,300.00

04/09/2015

All orders are subject to acceptance by the Seller upon receipt of order at the office of Seller. In the event applicable taxes are not indicated in the quotation, the material quoted will be subject to any applicable taxes at the date of shipment.

All quotations are subject to change without notice.

Prices quoted are subject to change to comply with any manufacturer's price change or any changes in taxes imposed by federal, state or local governments between the date of the quotation and date of delivery of items quoted.

KOMATSU

LINDER | INDUSTRIAL
MACHINERY
COMPANY



The property herein quoted is guaranteed by manufacturer's warranty only and no warranty, express or implied, is made by the Seller.

Terms of sales are subject to credit approval.

Delivery of the material quoted herein is contingent upon strikes, fires, prior sales, government action and other causes unavoidable or beyond control.

This Quotation is valid for 30 days from the date of origination.



HEAVY EQUIPMENT™

April 8, 2015

Oconee County Quarry
Rick Martin
686 Rock Crusher Rd.
Walhalla, SC 29691

Rick,

Please accept this quote on a New 2015 Terex TR45 Rigid Frame Truck (81,870 lb.)

- ❖ Cummins QSK 19 Tier III Turbo Engine 525 Gross HP / 495 Net HP
- ❖ Allison H5620 Automatic Transmission 6 Speed Forward / 2 Reverse
- ❖ Enclosed Cab with A/C, Heat, HD Sears Suspension Seat, Radio
- ❖ Rearview Camera
- ❖ 21:00 R35 Radial Tires
- ❖ Two Body Hoist
- ❖ Hardox V-Type Floor / Heated Impact Absorption Pads
- ❖ Body Wear Plates, Half Weight (Floor, Sides, Front)
- ❖ Hydraulic Disc Brake System
- ❖ 45 ton Capacity (34 CY)
- ❖ Work Lights
- ❖ All Standard Equipment
- ❖ Standard 12 Month / 5,000 Hour Full Machine Mfg. Warranty

Special Sale Price as equipped FOB Walhalla, SC \$539,700.00

Price does not include applicable sales tax. If you have any questions please do not hesitate to let me know. Thank you!

Richie Ambrose
Vice President - New Equipment Sales
803-917-2223
rambrose@mavequip.com

4/10 30-day delivery per phone call to Richie



5941 NC Hwy 8, Lexington, NC 27292
Phone 868-629-3784 Fax 336-357-7650

1330 Buckner Road, Columbia SC 29203
Phone 803-865-1992 Fax 803-865-1993

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Mail | | | | | | |

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FW: Quote on New TR45 Truck
 Jesse Beasley [jbeasley@mayequip.com]

Sent: Wednesday, April 08, 2015 3:30 PM
 To: Rick Mann
 Attachments: Quotes TR45 Quote.docx (613 KB) (Outlook Web App) | BIDDING EXCITATION.pdf (1.1 MB) (Outlook Web App)

Rich,

I'm continuing to look for a used unit but have not had any luck. There was one in Canada but it sold. I'll continue to update and am working on the 2004 Terex quote (insurance company).

Thanks,

Jesse Beasley
 General Manager SC
 May Heavy Equipment
 764-223-7338
jbeasley@mayequip.com
WWW.MAYEQUIP.COM

TEREX TRUCKS & HYUNDAI

From: Richie Ambrose
 Sent: Wednesday, April 08, 2015 10:08 AM
 To: quarry@oconesc.com; pam@oconesc.com; mkm@oconesc.com
 Cc: Jesse Beasley; Kerry Vickar; Jacob May; Will Blackaby; Bruce Moore
 Subject: Quote on New TR45 Truck

Rich,

We are working on some finance options for you. They have a truck on the water now and could deliver in 30 days based on prior sale. If you have any ideas on what type of structure would work best for you please let me know.

Richie Ambrose
 Vice President - New Equipment Sales
 May Heavy-Equip Rental & Sales
 Serving NC, SC & Beyond
 803-917-2223 Cell
 888-865-1002 Off
 888-834-0271 Fax
rambrose@mayequip.com
www.mayequip.com



NOTES
LAW ENFORCEMENT, PUBLIC SAFETY, HEALTH &
WELFARE COMMITTEE MEETING
April 14, 2015

Christ Central Ministries Oconee / Mr. Ashley Williams

Sheriff Crenshaw introduced Mr. Ashley Williams and Ms. Carrie Unsworth, Christ Central Ministries Oconee, who addressed the Committee utilizing a PowerPoint presentation and several handouts [copies filed with these minutes] regarding their proposal to convert the old jail into both a transitional housing and a recovery center. Highlights of their presentation follow:

- Who is Christ Central Ministries & Ministry Emphasis
- Ash Tree Program
- Transitional Housing & Recovery Programs for men and women
 - Phase I [Day 1-45]
 - Phase II [Day 45-90]
 - Next Steps [Day 90 and Beyond]
- Request for Oconee County to cover both utility [power & water] and building maintenance costs for the program.

Additionally, two citizens [Mr. Jay Winstep and Mr. Jonathan Murphy] gave address to the Committee giving testimonials regarding the programs benefits in their and their families lives.

Discussion followed.

MOTION NEEDED FOR COUNCIL TO AFFIRM THE COMMITTEES RECOMMENDATION TO DIRECT THE SHERIFF TO PROVIDE SPECIFIC FUNDING ESTIMATES TO THE COUNTY ADMINISTRATOR FOR POSSIBLE INCLUSION IN THE FY2015-2016 BUDGET.



NOTES
TRANSPORTATION COMMITTEE MEETING
April 14, 2015

Willow Creek Subdivision Roads

Mr. Kelly outlined concerns with the subdivision roads and requested that the county not accept the roads into the county system. Discussion followed.

Ms. Alyssa Suddeth, Community First Bank, addressed the Committee noting that they have a potential buyer for the vacant lots and that the sale is contingent upon the county's acceptance of the roads.

Mr. Thrift requested that the Mr. Kelly perform a roll test of the roadways to better identify issues with construction and to provide a cost estimate to meet the county's road standards. The Committee concurred.

Resolution Opposing Mandatory Devolution of State Roads

Mr. Thrift made a motion, seconded by Mr. McCall, approved 3 – 0 to recommend to full council passage of Resolution R2015-08 at an upcoming Council meeting.

Mr. McCall as Council Chair requested that the Clerk place Resolution R2015-08 on the April 21, 2015 agenda for action by Council.

Private Roads / Assistance Options

Mr. Moulder & Mr. Kelly addressed the Committee for information only the current ordinance regarding assistance for citizens on private roads needing maintenance and/or acceptance into the county road system.

The Committee requested that Mr. Kelly work with the County Attorney to discuss options and to be prepared to address this at a future meeting.

Stone Pond Subdivision

Mr. Moulder & Mr. Kelly addressed the Committee ongoing issues related to moving forward with this project.

MOTION TO REQUEST COUNCIL AFFIRM ACTION OF COMMITTEE TO direct the Administrator and County Engineer to contact the County Attorney to clarify methods for moving forward with re-doing the special tax district ordinance currently in place.

Staff Activity Report / Update

Hitez Road
Road Inventory Project Progress Report
Buffalo Road
Quit Claim Deeds for Mill Roads

Todd Bridge Road

Mr. Thrift noted calls from a citizen on this roadway requesting the county abandon a portion of the roadway. The citizen has had issues with vagrants and thefts on their property and has installed a gate. Discussion followed.

MOTION TO REQUEST COUNCIL AFFIRM ACTION OF COMMITTEE TO direct the Administrator to follow normal processes regarding citizen initiated abandonment and to remind the citizen that the litigation would be at their own expense. Additionally, the committee agreed to allow the gate to remain in place throughout this process.



NOTES

BUDGET, FINANCE & ADMINISTRATION COMMITTEE COUNCIL CHAMBERS, OCONEE ADMINISTRATIVE OFFICES, WALHALLA, SC April 14, 2015

FY 2015-2016 Oconee County Budget Development Update / Mr. Moulder

Mr. Moulder addressed the Committee highlighting the following key areas related to his establishment of a balanced budget for Fiscal Year 2015-2016:

- Reviewed Updated Mission Statement & Progress and/or Obstacles for the Strategic Goals established during Strategic Planning Retreat
 - Hiring a Grant Administrator
 - Position has been advertised with an estimated total cost of approximately \$60,000 in year one; converting to approximately \$50,000 in year two.
 - 18 (+) applications have been received to date and their evaluation has begun.
 - Establishment of a Tri County Technical College [TCTC] Campus in Oconee County
 - Feasibility Team is working with the School District of Oconee County [SDOC] to complete their evaluation of needed programs in Oconee County.
 - Feasibility Team is developing a conceptual design plan.
 - County has a purchase option on a property that has not yet been approved by the TCTC Board.
 - Department of Corrections Mandated Additional Staffing for New Detention Center
 - Department of Corrections requested 16 new officers [\$880,000] for the new jail; however, are requiring only 10 [ten] new positions at this time.
 - Application acceptance and review is ongoing to fill these positions.
 - FY 15-16 budget will incorporate 16 positions anticipating having to fill the last six within the fiscal year.
 - Phase II for Sewer South [to include lines from the Golden Corner Commerce Park [GCC] to Exits 1, 2 and 4 on Highway 85]
 - Due Diligence and Conceptual Design has begun in FY 2014-2015; having been paid for by Economic Development.
 - Working to identify a combination of grants & Economic Development funding for this project.
 - Broadband Future Management Plans
 - Talks are ongoing with two companies regarding a partnership and/or take over for management of the system.
 - Fire Boats for Emergency Services
 - This item will not be recommended for funding in FY 2015-2016 as funding for substations takes priority.
 - Mr. McCall stated that he continues to work with the Coast Guard to identify surplus boats that could be obtained by the county at little or no cost.
 - 85% Recycling
 - Conceptual design and plans have been completed and will be presented at a future Council meeting.
 - Reaching an 85% or better recycling goal is obtainable but only with substantial funding for capital [\$8-\$9 million estimated] and ongoing operational expenses [\$1.8-\$1.9 million annually].

Mr. Moulder noted that total budget requests for Fiscal Year 2015-2016 are as follow:

FY 2015-2016 DEPARTMENT REQUESTS:	
Total Operations	\$ 22,458,146
Total Personnel	\$ 29,132,934
Total Department Requests	\$ 51,591,080
Current FY 2014-2015 Budget	\$ 41,195,283
SHORTFALL	\$ 10,395,797
New Personnel Requests: 29 positions	
Total Personnel Costs	\$ 27,801,740
	<small>(including 10 Detention Center and Grant Administrator included in FY 14-15)</small>
NEW Personnel Costs	\$ 1,331,194
TOTAL PERSONNEL	\$ 29,132,934
True Operations	\$ 15,549,146
Vehicle Request [most replacements]	\$ 2,983,000
Equipment Requests [heavy]	\$ 1,519,000
Building Requests	\$ 2,354,000
IT Requests	\$ 53,000
TOTAL OPERATIONS	\$ 22,458,146
Additions to Budget:	
Grant Writer/Administrator	\$ 60,000
County Attorney/Office	\$ 521,296 <small>(including \$260,000 for outside legal)</small>
16 Detention Center Employees	\$ 880,000
Spay/Neuter Program Increase	\$ 20,000
Merit Increase Program	\$ 288,616
1 Building Inspector	\$ 60,000
Mountain Lakes C/VB Personnel	\$ 0 <small>(net zero - cover with AT&T/SSJ)</small>
PRT Ramp Maintenance Position	\$ 40,268
TOTAL ADDITIONAL ITEMS:	\$ 1,276,854
Current Budget	\$ 41,195,283
Projected Revenue Reduction	\$ 200,000
Total Additions	\$ 1,276,854
TOTAL OVER CURRENT BUDGET	\$ 1,476,884

Mr. Moulder noted that analysis is ongoing to continue to identify reductions in requests. Discussion followed regarding various topics to include OJRSA annual payments, established fund balance policy/needs as it relates to the Broadband project, etc., Duke assessment, proposed Sheriff's school resource officer, Christ Central Ministries program discussed at the Law Enforcement, Public Safety, Health & Welfare Committee earlier in the evening, centralized purchasing for office supplies, reassessment, etc.

Upcoming Meetings:

Ms. Cammick announced the following meetings:

- ii Budget, Finance & Administration Committee meetings will be held on **Tuesday, May 12, 2015 at 6:30 p.m. & Tuesday, May 26, 2015 at 6:00 p.m.**
- iii Council will hold the following Special Meetings on **Tuesday, April 28, 2015 at 6:00 p.m.** specifically to receive the Oconee County Administrator's recommended budget presentation and the School District of Oconee County's recommended budget; and **Tuesday June 8, 2015 at 6:00 p.m.** specifically for the Public Hearings regarding the three budget ordinances.