

AGENDA ACTION ITEM



Public Comment

SIGN IN SHEET

September 2, 2014

6:00 PM

AGENDA ACTION ITEMS: Council will hear public comment during this portion of the meeting for Agenda Action Items on today's agenda only. Agenda Action Items are defined as Administrator Report Items, Ordinances, Resolutions, Proclamations, Action Items, advertised Old Business item, advertised New Business item and Recommendations from Committee ONLY. Combined the two Public Comment Sessions at this meeting are limited to a total of 30 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. As stated above, each speaker is restricted to a maximum of four [4] minutes.

Citizens failing to **PRINT** or list the specific **AGENDA ACTION ITEM** will not be called upon to address Council during this portion of the meeting.

	FULL NAME	AGENDA ACTION ITEM
1	Dr. Patricia Townsend	MELLACE
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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.



COUNTY COUNCIL AGENDA

SEPTEMBER 2, 2014

Call to Order

Public Comment Session

Agenda Action Items Only [time permitting]

Council will hear public comment during this portion of the meeting for Agenda Action Items on today's agenda only. Agenda Action Items are defined as Administrator Report Items, Ordinances, Resolutions, Proclamations, Action Items, advertised Old Business item, advertised New Business item and Recommendations from Committee ONEY. Combined the two Public Comment Sessions at this meeting are limited to a total of forty (40) minutes, four (4) minutes per person.

Council Member Comments

Directly following Public Comment Sessions if time permits. Council may take a recess after Public Comment & Council Comments

Moment of Silence



Kathy Sue Rodgers

- City of Walhalla Council Member
- Red Cross Director 20+ Years
- Former Member of Rescue Squad



OCONEE COUNTY COUNCIL
ABSTENTION FORM

Council Member Name: REG DEXTER
(Please Print)

Council Member Signature: Reginald T. Dexter

Meeting Date: 9/2/14

Item for Discussion/Vote: 8/19/14 Council Minutes

Reason for Absention: I was not present for original meeting/discussion
 I have a personal/familial interest in the issue.
 Other: _____


Elizabeth G. Hulse
Clerk to Council

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

DRAFT CEDS Update 2014:
*An Outstanding Year for Target Industries and
Global Competitiveness*



The photo above blends two of the region's most thriving target industries: Automotive and Advanced Materials.

Anderson Cherokee Greenville Oconee Pickens Spartanburg

Annual Update of the Comprehensive Economic Development Strategy
for the Appalachian Region of South Carolina

Produced by:

The South Carolina Appalachian Council of Governments

Submitted to:

The U.S. Economic Development Administration – September 2014



Serving Six Counties and Forty-Two Municipalities since 1965

Anderson • Cherokee • Greenville • Oconee • Pickens • Spartanburg

Planning Division
30 Century Circle
P.O. Box 6668
Greenville, SC 29606
(864) 242-9733

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Executive Summary

The following Comprehensive Economic Development Strategy Update:

- Is submitted to the U.S. Economic Development Administration (EDA) by the South Carolina Appalachian Council of Governments (SCACOG), which is the EDA *Economic Development District* for the Appalachian Region of South Carolina;
- Was prepared by SCACOG staff under the guidance of a special appointed CEDS Advisory Committee;
- Provides an updated economic profile for the region and each individual county;
- Identifies regional economic and workforce development challenges and opportunities based on interviews with local economic developers, workforce developers, and the private sector;
- Consults local, regional, and state economic and workforce plans and studies to gather valuable data and to ensure consistency of priorities between Region and State;
- Provides updates on the region's seven *Areas of Emphasis* for regional economic development: (1) Clusters, Target Industries and Innovation Capacities, (2) Workforce Development, (3) Infrastructure, (4) Available Sites and Buildings, (5) Entrepreneurship, (6) Access to Capital, and (7) Local Asset-Based Economic Development;
- Provides a strategic plan table for each area of emphasis, which includes *Goals, Objectives, Strategic Projects, Programs, and Activities*;
- Identifies *Vital Project* areas for on-going CEDS implementation and annual reporting;
- Is consistent with the SC Appalachian CEDS 2013-2017 *Plan of Action*, which:
 - Promotes economic development and opportunity;
 - Fosters effective transportation access;
 - Enhances and protects the environment;
 - Maximizes effective development and use of the workforce consistent with any applicable State or local workforce investment strategy;
 - Promotes the use of technology in economic development, including access to high-speed telecommunications;
 - Balances resources through sound management of physical development; and
 - Obtains and utilizes funds and other resources.

Section I: Introduction

Background and Purpose of the CEDS

The Comprehensive Economic Development Strategy (CEDS) is a program of the United States Department of Commerce *Economic Development Administration* (EDA). The Public Works and Economic Development Act of 1965 (PWEDA) requires federally designated “Economic Development Districts”, such as the South Carolina Appalachian Council of Governments (SCACOG), to develop and maintain a CEDS in order to (1) establish a regional economic development strategy, and (2) maintain the region’s eligibility for EDA grant competition and programs. The program requires annual updates of the CEDS as well as a full re-write of the CEDS at least every five years.

The following annual update demonstrates the progress made by the region over the past year in the execution of strategies called for in *CEDS 2013-2017: Building 21st Century Economic Development Capacity*. The update involved the work of committed individuals from both the private and public sector who desire to support the continued, positive growth of the SC Appalachian region. The region is made up of six counties and 42 municipalities (see table on the following page). As required by the CEDS program, this strategic plan “is designed to bring together the public and private sectors in the creation of an economic roadmap to diversify and strengthen the regional economy.”¹

About SCACOG

SCACOG is a voluntary organization of local governments in the Northwest corner of South Carolina, serving a region which includes the counties of Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg.

Since its formation in 1965, the Council has served the dual mission of tackling issues of regional significance and providing services to local governments. Economic and community development, transportation, infrastructure development, resource management, aging services, and workforce development are all issues of regional importance in which SCACOG takes an active role. At the local level, the agency’s services include general administration, technical assistance, training, planning, grant writing & administration, and information & mapping services.

¹ U.S. Department of Commerce *CEDS Summary Requirements*

Counties and Municipalities of the South Carolina Appalachian Council of Governments	
Anderson County	City of Anderson (County Seat) City of Belton Town of Honea Path Town of Iva Town of Pelzer Town of Pendleton Town of Starr Town of West Pelzer Town of Williamston
Cherokee County	Town of Blacksburg City of Gaffney (County Seat)
Greenville County	City of Fountain Inn City of Greenville (County Seat) City of Greer City of Mauldin City of Simpsonville City of Travelers Rest
Oconee County	Town of Salem City of Seneca City of Walhalla (County Seat) City of Westminster Town of West Union
Pickens County	Town of Central City of Clemson City of Easley City of Liberty Town of Norris City of Pickens (County Seat) Town of Six Mile
Spartanburg County	Town of Campobello Town of Central Pacolet City of Chesnee Town of Cowpens Town of Duncan City of Inman City of Landrum Town of Lyman Town of Pacolet Town of Reidville City of Spartanburg (County Seat) City of Wellford City of Woodruff

CEDS Update Methodology

The SCACOG Board of Directors serves as the federal *Economic Development District* for the region. This Board appointed a *CEDS Advisory Committee* who helped develop both the 5-year CEDS and this twelve-month update.

Throughout the collaborative planning process, a robust amount of information was gathered to update CEDS 2013-2017. This information included:

- The varied insights of individuals representing government and business;
- Meetings with local economic and workforce developers from each county of the region in order to obtain ground level perspectives on challenges and opportunities;
- Findings from local, regional and state economic development plans and studies;
- GIS-based demographic data in order to reveal local and regional economic trends.

Upon completion, this CEDS Update was presented to the full SCACOG Board/EDD Organization for final critique and feedback. The document was also presented to each individual County Council at their monthly public meetings for additional input and recommendations. Upon completion of these steps, the SCACOG Board formally adopted the 2014 CEDS Update and recommended it for submission to the U.S. EDA.

The following tables display both the CEDS 2013-2017 Advisory Committee and the region's Economic Development District Organization:

CEDS Advisory Committee for the SC Appalachian Region		
Name	County	Area of Expertise
Francis Crowder	Anderson	Retired Manufacturing Executive
Rufus Foster, Jr.	Cherokee	Minority Business Owner
Don Godbey, Committee Chair	Greenville	Private Sector Professional Service Provider
Ernest Riley	Oconee	Retired Educator
Larry Bagwell	Pickens	Mayor/Retired Educator
Mike Forrester	Spartanburg	State Rep and Post Secondary Education Economic and Workforce Development V.P.
Jennifer Miller	Region Wide	Private Sector Economic Development Organization

Regional Economic Development District Organization		
Name	County	General Purpose Elected Official
William O'Dell	Anderson	Yes
Eddie Moore	Anderson	Yes
Francis Crowder	Anderson	Yes
Mack Durham	Anderson	Yes
Terence Roberts	Anderson	Yes
Rick Laughridge	Anderson	Yes
Dennis Claramunt	Anderson	No
Ted Mattison	Anderson	No
Dennis Moss	Cherokee	Yes
Rufus Foster, Jr.	Cherokee	Yes
Joe Ross	Cherokee	Yes
Ed Elliott	Cherokee	No
David Cauthen	Cherokee	No
Willis Meadows	Greenville	Yes
Butch Kirven	Greenville	Yes
Joe Dill	Greenville	Yes
Perry Eichor	Greenville	Yes
Lillian Brock Fleming	Greenville	Yes
Gaye Sprague	Greenville	Yes
Don Godbey	Greenville	No
Grady Butler	Greenville	No
Lottie Gibson	Greenville	No
Thomas Alexander	Oconee	Yes
Reg Dexter	Oconee	Yes
Bill Brockington	Oconee	Yes
Bob Winchester	Oconee	No
Bennie Cunningham	Oconee	No
G. Neil Smith	Pickens	Yes
Jeff Martin	Pickens	Yes
Larry Bagwell	Pickens	Yes
Margaret Thompson	Pickens	No
Mike Forrester	Spartanburg	Yes
Dale Culbreth	Spartanburg	Yes
O'Neal Mintz	Spartanburg	Yes
Jane Hall	Spartanburg	Yes
Junie White	Spartanburg	Yes
Jan Scalisi	Spartanburg	Yes
Charles Morris, Jr.	Spartanburg	No
Elbert S. Tillerson, Sr.	Spartanburg	No
Loretta Smith	Spartanburg	No
Jennifer Miller, <i>Ex Officio</i>	Upstate Alliance	No
Henry Jolley	Regional Member	Yes
Ernest Riley	Regional Member	No

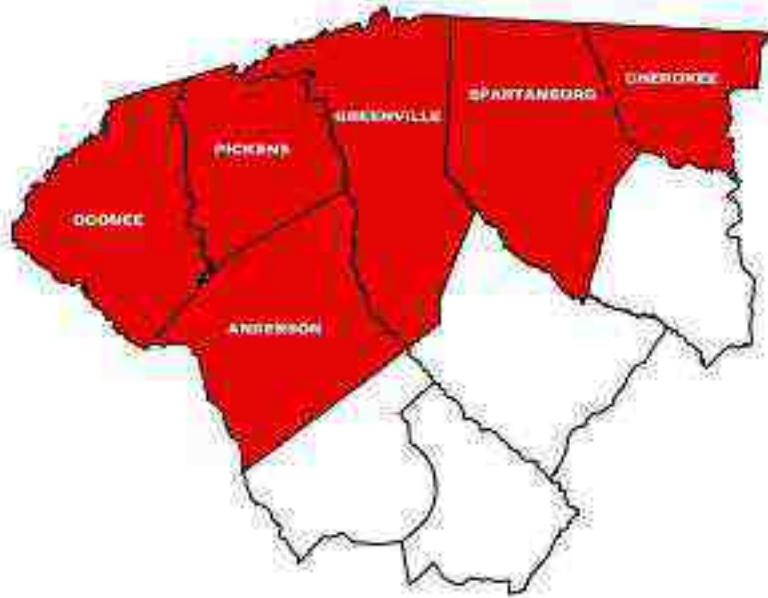
Section II: 2014 Regional Economic Profile



The Six County Region

Counties

- Anderson
- Cherokee
- Greenville
- Oconee
- Pickens
- Spartanburg



The historic development of the 6-county, 42-municipality *SC Appalachian Region* was largely based on agriculture until 1900, when textiles took over as the region's most rapidly growing industry. For the past 25 years, the region's economy has diversified tremendously, though technological advances have helped textiles to remain a significant presence. Catalytic investments from companies like *BMW*, which established its N. American HQ in Spartanburg County in 1992, and from *Michelin*, which named its Greenville County location as its North American HQ in 1988, have propelled regional economic development. Its location along the I-85 corridor, referred to by *Newsweek Magazine* as "The Boom Belt", places the region directly between the largest business centers of the southeast: Atlanta and Charlotte. Its direct I-85 and I-26 access plus its proximity to major U.S. airports and seaports make the region attractive for regional, national and int'l firms.

Transportation Infrastructure	
Interstate Access	I-85, I-26, I-185, I-385, I-585
Nearest Commercial Airports	Greenville-Spartanburg Int'l
Nearest Civil Airports	Multiple
Port Access	Port of Charleston (approx. 200 miles); The Inland Port in Greer
Rail Providers	NSR, CSX, Carolina Piedmont

Population & Sales

SC Appalachian Region Total Population by Age as of 2012	
Metric	6 County Region
Total Population	1,195,664
Median Age	38.3 years
Age 14 & Under	19.4%
Age 15-19	6.9%
Age 20-54	46.4%
Age 55-64	12.8%
Age 65 & Up	14.3%
Source: U.S. Bureau of the Census, 2012 Estimates	

Gross Retail Sales (millions)	
FY 2006-2007	\$31,354,065
FY 2007-2008	\$31,802,317
FY 2008-2009	\$30,132,413
FY 2009-2010	\$29,043,112
FY 2010-2011	\$31,435,880
FY 2011-2012	\$35,206,923
FY 2012-2013	\$37,959,546
Source: SC Department of Revenue and Taxation	

Workforce & Income

Comparative Per Capita Income, 2014 & 2019 Projection		
	2014	2019
6 County Region	\$23,658	\$26,071
South Carolina	\$23,782	\$26,314
USA	\$27,871	\$32,168
Source: U.S. Census Bureau, Census 2010 Data. Esri forecasts for 2014 and 2019.		

24-Month Average Unemployment Rate, Period Ending June 2014	
U.S.	6 County Region
7.27%	6.58%
Source: BLS labor compiled from STATSAmerica.org	

Where do people live and work?	
Live and work in Region	397,429
Commute into Region	95,359
Commute out of Region	78,517
OnTheMap Application and LEHD Origin-Destination Employment Statistics, 2011 (most recent available data).	

Where People Work in 2014: Employed Population by Industry, Age 16+	
Industry	
Employed Population, 16+	536,525
Agriculture/Mining	.5%
Construction	6.1%
Manufacturing	19.0%
Wholesale Trade	3.1%
Retail Trade	11.5%
Transportation/Utilities	4.1%
Information	1.3%
Finance/Insurance/Real Estate	4.9%
Services	46.8%
Public Administration	2.7%
Source: U.S. Census Bureau, Census 2010 Summary. ESRI forecasts for 2014 & 2019.	

Educational Attainment*, Age 25+



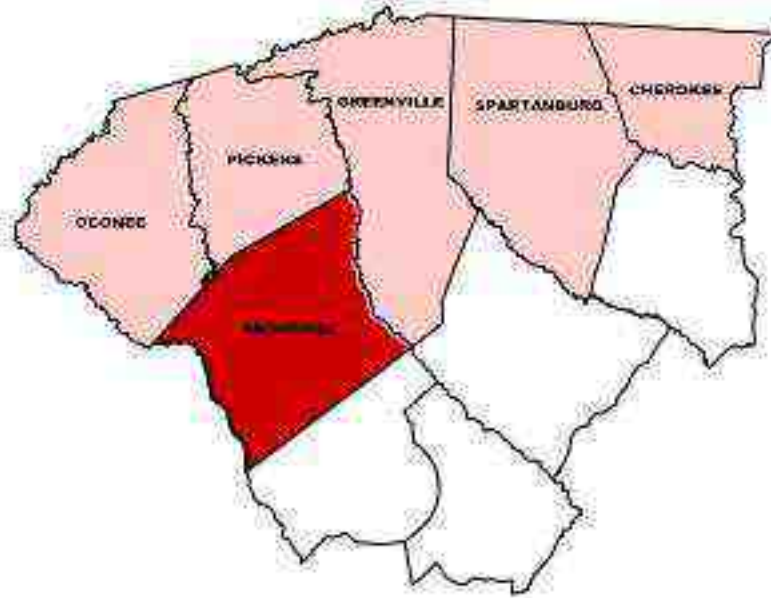
Source: American Community Survey, 2008-12 Averages, U.S. Census
*% of population having attained ONLY specified education level



Anderson County Economic Profile

Municipalities

- Anderson (Co. Seat)
- Belton
- Honea Path
- Iva
- Pelzer
- Pendleton
- Starr
- West Pelzer
- Williamston



Named for Revolutionary War leader Robert Anderson, the county has a growing industrial, commercial and tourist-based economy. Home to the 56,000 acre Lake Hartwell and its 1,000 miles of shoreline, Anderson County boasts not only natural beauty as a tourist destination, but also industrial strength and diversity. Major local industries include automotive, metal products, industrial machinery, plastics, and textiles. Anderson County is also home to Anderson University, a private and selective institution offering both undergrad and graduate degree programs. Nearby Tri-County Tech and Clemson University are also major assets for the local workforce. There are fun, historic, and revitalized downtown areas in Anderson County – including downtown Anderson and Pendleton. Anderson County is found along the 240-mile South Carolina National Heritage Corridor, which ends only a few hours away at the Atlantic Ocean.

Transportation Infrastructure	
Interstate Access	I-85 (direct connection)
Nearest Commercial Airports	Greenville-Spartanburg Int'l (40 minutes)
Nearest Civil Airports	Anderson Regional Airport
Port Access	Port of Charleston (217 miles); "The Inland Port" in Greer (40 minutes)
Rail Providers	CSX, Norfolk Southern, Pickens Railway

Population & Sales

Anderson County Total Population by Age as of 2012	
Metric	Anderson County
Total Population	189,355
Median Age	40.3 years
Age 14 & Under	19.5%
Age 15-19	6.4%
Age 20-54	44.8%
Age 55-64	13.1%
Age 65 & Up	16.1%

Source: U.S. Bureau of the Census, 2012 Estimates

Gross Retail Sales (millions)	
FY 2006-2007	\$4,420,095
FY 2007-2008	\$4,978,008
FY 2008-2009	\$4,386,917
FY 2009-2010	\$4,452,942
FY 2010-2011	\$5,035,547
FY 2011-2012	\$6,083,678
FY 2012-2013	\$5,959,404

Source: SC Department of Revenue and Taxation

Workforce & Income

Comparative Per Capita Income, 2014 & 2019 Projection		
	2014	2019
Anderson County	\$21,553	\$23,463
6 County Region	\$23,658	\$26,071
South Carolina	\$23,782	\$26,314
USA	\$27,871	\$32,168

Source: U.S. Census Bureau, Census 2010 Data. Esri forecasts for 2014 and 2019.

24-Month Average Unemployment Rate*, Period Ending June 2014		
U.S.	6 County Region	Anderson County
7.27%	6.58%	6.61%
June 2014 Rate**		5.3%

Sources: *BLS labor compiled from STATSAmerica.org;
**SC Department of Employment and Workforce

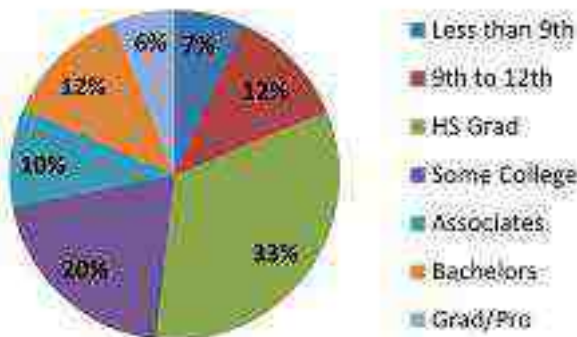
Where do people live and work?	
Live and work in Anderson Co.	32,937
Commute into Anderson Co.	23,271
Commute out of Anderson Co.	40,524d

OnTheMap Application and LEHD Origin-Destination Employment Statistics, 2011 (most recent available data).

Where People Work in 2014: Employed Population by Industry, Age 16+	
Industry	
Employed Population, 16+	84,888
Agriculture/Mining	.5%
Construction	5.9%
Manufacturing	20.7%
Wholesale Trade	3.4%
Retail Trade	12.6%
Transportation/Utilities	3.7%
Information	1.0%
Finance/Insurance/Real Estate	4.5%
Services	44.5%
Public Administration	3.1%

Source: U.S. Census Bureau, Census 2010 Summary. ESRI forecasts for 2014 & 2019.

Educational Attainment*, Age 25+



Source: American Community Survey, 2008-12 Averages, U.S. Census
*% of population having attained ONLY specified education level

County-Wide E.D. Websites

County ED: www.advance2anderson.com
 County Chamber: www.andersonscchamber.com
 Innovate Anderson: www.innovateanderson.com
 Anderson CVB: www.visitanderson.com

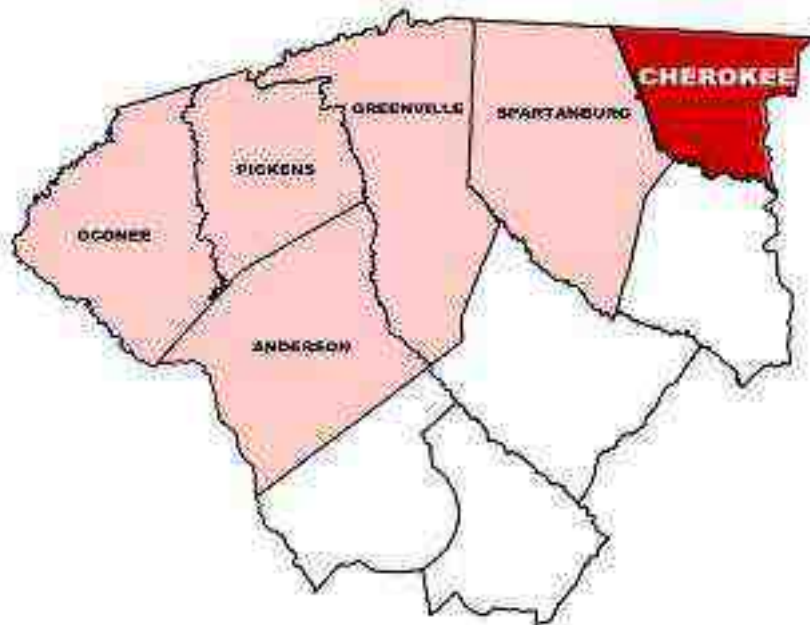


Cherokee County Economic Profile

Municipalities

Gaffney (County Seat)

Blacksburg



Named for its original Native American Cherokee population, the County was formed in 1897 with an economy based on iron ore and limestone. While the community grew around the textile industry during the 20th century, Cherokee County is now positioning itself for 21st century business. Strategically located along I-85 and between Greenville/Spartanburg (less than one hour south) and Charlotte (one hour north), the County benefits both from firms looking to minimize transport time along the I-85 “Boom Belt” and from travelers looking to stop and shop. The County is steeped in history, ranging from ancient Cherokee artifacts to two Revolutionary era battlefields – Cowpens and Kings Mountain. The County also has a rich agricultural tradition, particularly with peaches. Gaffney is home to the award-winning *South Carolina Peach Festival*, as well as a recently restored, historic U.S. Post Office now serving as the *Gaffney Visitors Center & Art Gallery*.

Transportation Infrastructure	
Interstate Access	I-85 (direct connection); I-26 (30 minutes)
Nearest Commercial Airports	Greenville-Spartanburg Int'l (40 minutes); Charlotte-Douglas Int'l (1 hr)
Nearest Civil Airports	Spartanburg Downtown Memorial (30 minutes); Shelby-Cleveland County Regional (30 minutes)
Port Access	Port of Charleston (206 miles); “The Inland Port” in Greer (30 minutes)
Rail Providers	Norfolk Southern

Population & Sales

Cherokee County Total Population by Age as of 2012	
Metric	Cherokee County
Total Population	55,662
Median Age	38.8 years
Age 14 & Under	20.1%
Age 15-19	6.5%
Age 20-54	47.8%
Age 55-64	12.9%
Age 65 & Up	14.5%

Source: U.S. Bureau of the Census, 2012 Estimates

Gross Retail Sales (millions)	
FY 2006-2007	\$1,142,921
FY 2007-2008	\$1,134,964
FY 2008-2009	\$1,118,482
FY 2009-2010	\$1,062,377
FY 2010-2011	\$1,198,106
FY 2011-2012	\$1,237,291
FY 2012-2013	\$1,307,897

Source: SC Department of Revenue and Taxation

Workforce & Income

Comparative Per Capita Income, 2014 & 2019 Projection		
	2014	2019
Cherokee County	\$17,756	\$19,186
6 County Region	\$23,658	\$26,071
South Carolina	\$23,782	\$26,314
USA	\$27,871	\$32,168

Source: U.S. Census Bureau, Census 2010 Data. Esri forecasts for 2014 and 2019.

24-Month Average Unemployment Rate*, Period Ending June 2013		
U.S.	6 County Region	Cherokee County
7.27%	6.58%	9.22%
June 2014 Rate**		6.6%

Sources: *BLS labor compiled from STATSAmerica.org;
**SC Department of Employment and Workforce

Where do people live and work?	
Live and work in Cherokee	9,391
Commute into Cherokee	8,836
Commute out of Cherokee	12,640

OnTheMap Application and LEHD Origin-Destination Employment Statistics, 2011 (most recent available data).

Where People Work in 2014: Employed Population by Industry, Age 16+	
Industry	
Employed Population, 16+	21,981
Agriculture/Mining	0.7%
Construction	5.7%
Manufacturing	25.5%
Wholesale Trade	3.3%
Retail Trade	14.7%
Transportation/Utilities	6.1%
Information	0.7%
Finance/Insurance/Real Estate	2.5%
Services	37.9%
Public Administration	2.8%

Source: U.S. Census Bureau, Census 2010 Summary. ESRI forecasts for 2014 & 2019.

Educational Attainment*, Age 25+



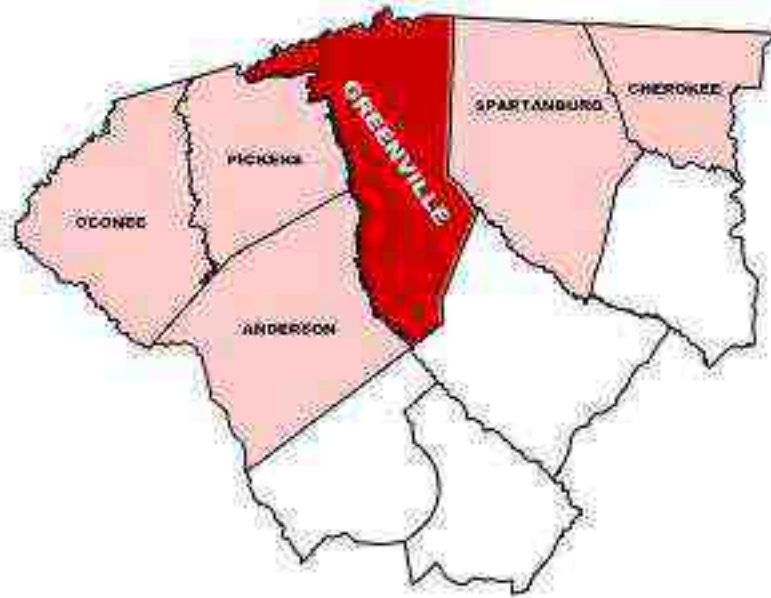
Source: American Community Survey, 2008-12 Averages, U.S. Census
*% of population having attained ONLY specified education level



Greenville County Economic Profile

Municipalities

- Fountain Inn
- Greenville (County Seat)
- Greer
- Mauldin
- Simpsonville
- Travelers Rest



Formed as the “Greenville District” in 1786, Greenville is the most populous County in South Carolina with a growth rate driven by successful economic development recruiting. Home to dozens of major international companies and corporate headquarters, Greenville County possesses an exciting blend of industrial strength, recreational amenities, and cultural venues. Downtown Greenville continues to receive national attention as a model for downtown development, while surrounding towns offer aesthetic appeal and southern charm. Paris Mountain State Park is a tremendous asset for outdoor enthusiasts, while the County possesses some of the best arenas and performing arts centers in the Southeast. Home to prestigious Furman University, Bob Jones University (with its world-renowned art collection), the Greenville Symphony Orchestra, and a variety of other cultural jewels, Greenville County is poised for continued economic vibrancy.

Transportation Infrastructure	
Interstate Access	I-85 (direct connection)
Nearest Commercial Airports	Greenville-Spartanburg Int’l
Nearest Civil Airports	Greenville Downtown Airport, SC Technology and Aviation Center
Port Access	Port of Charleston (212 miles); “The Inland Port” in Greer (local)
Rail Providers	CSX, Norfolk Southern, Greenville Piedmont

Population & Sales

Greenville County Total Population by Age as of 2012	
Metric	Greenville County
Total Population	467,605
Median Age	37.4 years
Age 14 & Under	20.1%
Age 15-19	6.5%
Age 20-54	47.8%
Age 55-64	12.1%
Age 65 & Up	13.5%

Source: U.S. Bureau of the Census, 2012 Estimates

Gross Retail Sales (millions)	
FY 2006-2007	\$14,547,546
FY 2007-2008	\$15,127,862
FY 2008-2009	\$13,764,523
FY 2009-2010	\$12,968,004
FY 2010-2011	\$13,466,994
FY 2011-2012	\$14,490,393
FY 2012-2013	\$15,300,850

Source: SC Department of Revenue and Taxation

Workforce & Income

Comparative Per Capita Income, 2014 & 2019 Projection		
	2014	2019
Greenville County	\$26,507	\$29,322
6 County Region	\$23,658	\$26,071
South Carolina	\$23,782	\$26,314
USA	\$27,871	\$32,168

Source: U.S. Census Bureau, Census 2010 Data. Esri forecasts for 2014 and 2019.

24-Month Average Unemployment Rate*, Period Ending June 2013		
U.S.	6 County Region	Greenville County
7.27%	6.58%	5.84%
June 2014 Rate**		4.8%

Sources: *BLS labor compiled from STATSAmerica.org; **SC Department of Employment and Workforce

Where do people live and work?	
Live and work in Greenville Co.	124,686
Commute into Greenville Co.	101,637
Commute out of Greenville Co.	52,703

OnTheMap Application and LEHD Origin-Destination Employment Statistics, 2011 (most recent available data).

Where People Work in 2014: Employed Population by Industry, Age 16+	
Industry	
Employed Population, 16+	215,213
Agriculture/Mining	0.3%
Construction	6.2%
Manufacturing	16.9%
Wholesale Trade	3.4%
Retail Trade	10.8%
Transportation/Utilities	3.6%
Information	1.6%
Finance/Insurance/Real Estate	5.8%
Services	48.7%
Public Administration	2.6%

Source: U.S. Census Bureau, Census 2010 Summary. ESRI forecasts for 2014 & 2019.

Educational Attainment*, Age 25+



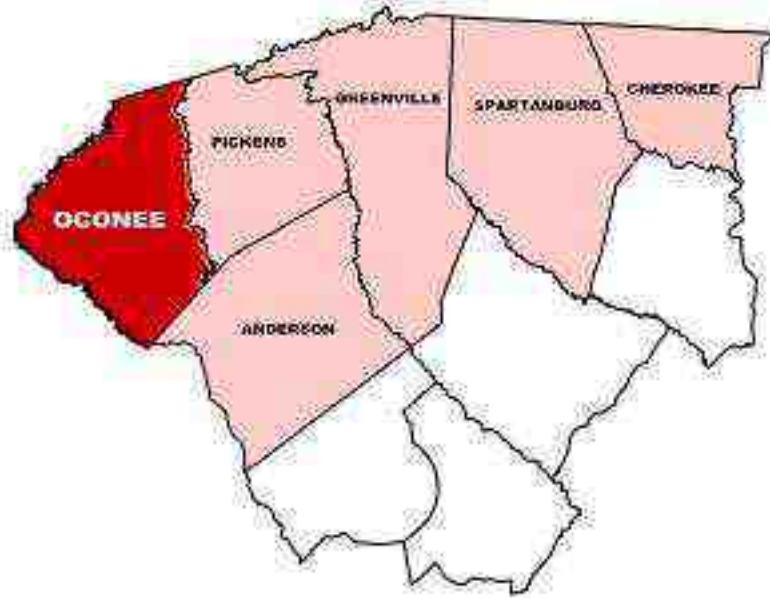
Source: American Community Survey, 2008-12 Averages, U.S. Census
 *% of population having attained ONLY specified education level



Oconee County Economic Profile

Municipalities

- Salem
- Seneca
- Walhalla (County Seat)
- Westminster
- West Union



Known as South Carolina’s “Golden Corner” and founded in 1868, Oconee County possesses an abundance of economic assets and natural resources. Numerous Fortune 500 companies call Oconee home and for good reason: its combination of highway access, qualified workforce, and aesthetic beauty make it a desirable destination for business and tourism. Duke Energy is a long-time major employer and has been an economic development partner for many years. The community is in the foothills of the Blue Ridge Mountains and possesses breathtaking forests, farms, lakes, rivers, and waterfalls. Lakes Hartwell, Jocassee, and Keowee are all in Oconee, along with the Chattooga National Wild & Scenic River – a national destination for white water rafting. The County’s inventory of available sites and buildings continues to grow, and an exciting new small business incubator has emerged in Walhalla – the *Tri-County Entrepreneurial Development Corporation*.

Transportation Infrastructure	
Interstate Access	I-85 (direct connection)
Nearest Commercial Airports	Greenville-Spartanburg Int'l (1 hour)
Nearest Civil Airports	Clemson-Oconee Airport
Port Access	Port of Charleston (246 miles); “The Inland Port” in Greer (1 hour)
Rail Providers	Norfolk Southern

Population & Sales

Oconee County Total Population by Age as of 2012	
Metric	Oconee County
Total Population	74,627
Median Age	44.1 years
Age 14 & Under	17.0%
Age 15-19	5.7%
Age 20-54	41.9%
Age 55-64	14.9%
Age 65 & Up	20.4%

Source: U.S. Bureau of the Census, 2012 Estimates

Gross Retail Sales (millions)	
FY 2006-2007	\$1,202,482
FY 2007-2008	\$1,166,541
FY 2008-2009	\$1,048,396
FY 2009-2010	\$987,445
FY 2010-2011	\$1,066,392
FY 2011-2012	\$1,172,295
FY 2012-2013	\$1,201,802

Source: SC Department of Revenue and Taxation

Workforce & Income

Comparative Per Capita Income, 2014 & 2019 Projection		
	2014	2019
Oconee County	\$23,795	\$25,859
6 County Region	\$23,658	\$26,071
South Carolina	\$23,782	\$26,314
USA	\$27,871	\$32,168

Source: U.S. Census Bureau, Census 2010 Data. Esri forecasts for 2014 and 2019.

24-Month Average Unemployment Rate*, Period Ending June 2013		
U.S.	6 County Region	Oconee County
7.27%	6.58%	7.71%
June 2014 Rate**		6.2%

Sources: *BLS labor compiled from STATSAmerica.org;
**SC Department of Employment and Workforce

Where do people live and work?	
Live and work in Oconee Co.	12,572
Commute into Oconee Co.	8,358
Commute out of Oconee Co.	17,940

OnTheMap Application and LEHD Origin-Destination Employment Statistics, 2011 (most recent available data).

Where People Work in 2014: Employed Population by Industry, Age 16+	
Industry	
Employed Population, 16+	29,593
Agriculture/Mining	1.9%
Construction	4.7%
Manufacturing	20.5%
Wholesale Trade	1.9%
Retail Trade	10.5%
Transportation/Utilities	5.8%
Information	0.5%
Finance/Insurance/Real Estate	4.0%
Services	46.9%
Public Administration	3.3%

Source: U.S. Census Bureau, Census 2010 Summary. ESRI forecasts for 2014 & 2019.

Educational Attainment*, Age 25+



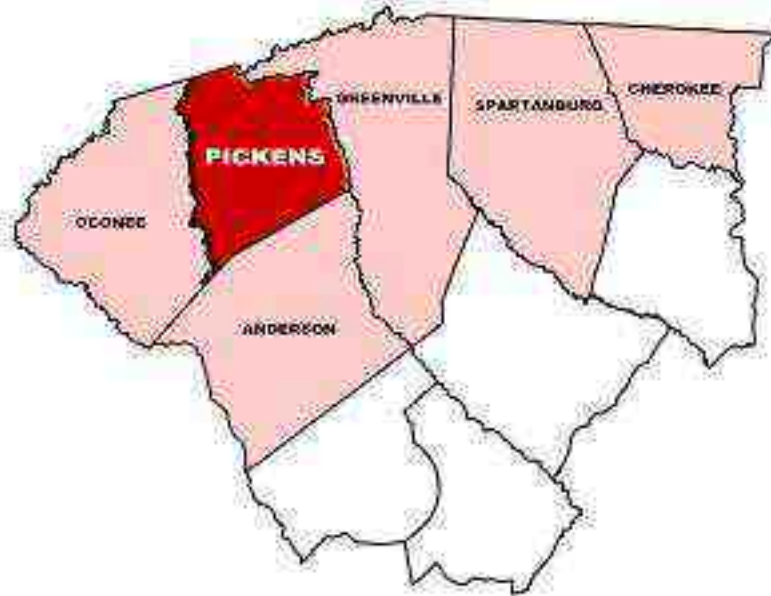
Source: American Community Survey, 2008-12 Averages, U.S. Census
*% of population having attained ONLY specified education level



Pickens County Economic Profile

Municipalities

- Central
- Clemson
- Easley
- Liberty
- Norris
- Pickens (County Seat)
- Six Mile



Steeped in Revolutionary era history and adorned with mountains and lakes, Pickens County offers both economic vitality and a high quality of life. Nationally reputed Clemson University is an irreplaceable presence in the community, as innovations spun out of that *Top 25 Public Research Institution* help drive several of the region's industrial clusters – including *Advanced Materials* and *Automotive*. Boasting one of the best County School systems in South Carolina, local Daniel High School was recently named by *U.S. News and World Report* as the #1 Traditional High School in the state. The acclaimed *Pickens County Career and Technical Center* (a consolidated tech program of the four County high schools) and Tri-County Technical College are preparing students for 21st century manufacturing jobs. Its strong industrial base, workforce development emphasis, and tourism assets position Pickens County for continued economic development success.

Transportation Infrastructure	
Interstate Access	I-85
Nearest Commercial Airports	Greenville-Spartanburg Int'l (45 minutes)
Nearest Civil Airports	Pickens County Airport, Clemson-Oconee Airport
Port Access	Port of Charleston (231 miles); "The Inland Port" in Greer (45 minutes)
Rail Providers	Norfolk Southern, CSX

Population & Sales

Pickens County Total Population by Age as of 2012	
Metric	Pickens County
Total Population	119,670
Median Age	35.1 years
Age 14 & Under	16.5%
Age 15-19	9.2%
Age 20-54	48.4%
Age 55-64	11.7%
Age 65 & Up	14.3%
Source: U.S. Bureau of the Census, 2012 Estimates	

Gross Retail Sales (millions)	
FY 2006-2007	\$1,939,923
FY 2007-2008	\$1,929,843
FY 2008-2009	\$1,850,954
FY 2009-2010	\$1,736,564
FY 2010-2011	\$1,968,115
FY 2011-2012	\$1,918,390
FY 2012-2013	\$2,001,476
Source: SC Department of Revenue and Taxation	

Workforce & Income

Comparative Per Capita Income, 2014 & 2019 Projection		
	2014	2019
Pickens County	\$21,162	\$23,466
6 County Region	\$23,658	\$26,071
South Carolina	\$23,782	\$26,314
USA	\$27,871	\$32,168
Source: U.S. Census Bureau, Census 2010 Data. Esri forecasts for 2014 and 2019.		

24-Month Average Unemployment Rate, Period Ending June 2013		
U.S.	6 County Region	Pickens County
7.27%	6.58%	6.41%
June 2014 Rate		5.4%
Sources: *BLS labor compiled from STATSAmerica.org; **SC Department of Employment and Workforce		

Where do people live and work?	
Live and work in Pickens Co.	16,117
Commute into Pickens Co.	17,371
Commute out of Pickens Co.	22,815
OnTheMap Application and LEHD Origin-Destination Employment Statistics, 2011 (most recent available data).	

Where People Work in 2014: Employed Population by Industry, Age 16+	
Industry	
Employed Population, 16+	53,236
Agriculture/Mining	0.5%
Construction	6.9%
Manufacturing	16.7%
Wholesale Trade	1.7%
Retail Trade	11.6%
Transportation/Utilities	4.2%
Information	1.1%
Finance/Insurance/Real Estate	4.2%
Services	50.3%
Public Administration	2.8%
Source: U.S. Census Bureau, Census 2010 Summary. ESRI forecasts for 2014 & 2019.	

Educational Attainment*, Age 25+

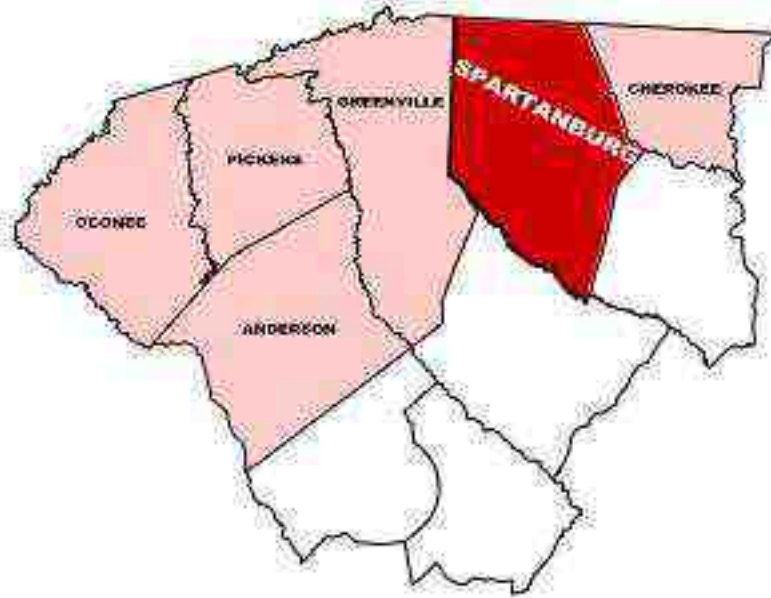




Spartanburg County Economic Profile

Municipalities

- Campobello
- Central Pacolet
- Chesnee
- Cowpens
- Duncan
- Inman
- Landrum
- Lyman
- Pacolet
- Reidville
- Spartanburg (County Seat)
- Wellford
- Woodruff



Spartanburg County was formed in 1785 and named after a local Revolutionary War militia called “The Spartan Regiment”. Originally a frontier trading post, its economy progressed over the centuries into a major textile and international business center. Home to BMW’s North American Headquarters, Spartanburg County boasts within its borders more than 100 international companies from 15 different countries. The *New York Times* recently cited that Spartanburg County had the highest per capita international investment in the country. Key to this success is the County’s location at the crossroads of I-26 and I-85, the presence of the growing Greenville-Spartanburg International Airport, and the Port of Charleston—which is only three hours away. Spartanburg County also possesses a wealth of artistic, cultural, and sporting venues as well as several public and private colleges—all of which energize the local economy.

Transportation Infrastructure	
Interstate Access	I-85, I-26
Nearest Commercial Airports	Greenville-Spartanburg Int’l
Nearest Civil Airports	Spartanburg Downtown Memorial Airport
Port Access	Port of Charleston (204 miles); “The Inland Port” in Greer
Rail Providers	Norfolk Southern, CSX

Population & Sales

Spartanburg County Total Population by Age as of 2012	
Metric	Spartanburg County
Total Population	288,745
Median Age	38.3 years
Age 14 & Under	20.0%
Age 15-19	6.9%
Age 20-54	46.2%
Age 55-64	12.6%
Age 65 & Up	14.3%
Source: U.S. Bureau of the Census, 2012 Estimates	

Gross Retail Sales (millions)	
FY 2006-2007	\$8,101,098
FY 2007-2008	\$7,465,099
FY 2008-2009	\$7,963,141
FY 2009-2010	\$7,835,780
FY 2010-2011	\$8,700,726
FY 2011-2012	\$10,304,876
FY 2012-2013	\$12,188,117
Source: SC Department of Revenue and Taxation	

Workforce & Income

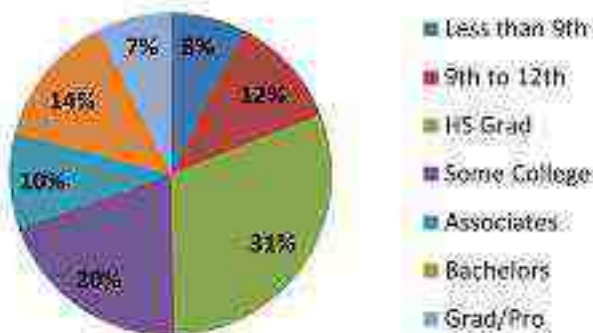
Comparative Per Capita Income, 2014 & 2019 Projection		
	2014	2019
Spartanburg County	\$22,533	\$24,698
6 County Region	\$23,658	\$26,071
South Carolina	\$23,782	\$26,314
USA	\$27,871	\$32,168
Source: U.S. Census Bureau, Census 2010 Data. Esri forecasts for 2014 and 2019.		

24-Month Average Unemployment Rate, Period Ending June 2013		
U.S.	6 County Region	Spartanburg County
7.27%	6.58%	7.10%
June 2014 Rate		5.7%
Sources: *BLS labor compiled from STATSamerica.org; **SC Department of Employment and Workforce		

Where do people live and work?	
Live and work in Spartanburg Co.	62,662
Commute into Spartanburg Co.	49,549
Commute out of Spartanburg Co.	46,482
OnTheMap Application and LEHD Origin-Destination Employment Statistics, 2011 (most recent available data).	

Where People Work in 2014: Employed Population by Industry, Age 16+	
Industry	
Employed Population, 16+	131,614
Agriculture/Mining	0.5%
Construction	5.9%
Manufacturing	20.9%
Wholesale Trade	3.2%
Retail Trade	11.4%
Transportation/Utilities	4.3%
Information	1.5%
Finance/Insurance/Real Estate	4.7%
Services	45.2%
Public Administration	2.4%
Source: U.S. Census Bureau, Census 2010 Summary. ESRI forecasts for 2014 & 2019.	

Educational Attainment*, Age 25+



Source: American Community Survey, 2008-12 Averages, U.S. Census
 *% of population having attained ONLY specified education level

Section III: Strategic Projects, Programs, and Activities

Clusters, Target Industries and Innovation Capacities

The following strategic plan is outlined in CEDS 2013-2017.

<u>CEDS 2013-2017 Strategic Plan</u>	
Goals:	<ul style="list-style-type: none"> • Promote the growing regional industrial clusters and target industries of Advanced Materials, Automotive, Biosciences, Energy, and Aerospace. • Promote local clusters and target industries which are unique to individual counties and communities.
Supportive Findings	<ul style="list-style-type: none"> • Objective, scientific cluster analysis has revealed five growing, technologically promising industry clusters in the region: Advanced Materials, Automotive, Biosciences, Energy and Aerospace. • The Upstate Alliance is marketing these clusters as target industries for the region on a global level. • There are outstanding regional foundations of innovation capacity and institutional partners for each cluster/target industry. • In addition to the five region-wide clusters, individual counties have also analyzed their unique assets in order to form their own additional industry targets.
Objectives	<ol style="list-style-type: none"> 1. Provide capacity-building technical assistance for the recruitment and enhancement of the region's Advanced Materials industrial cluster. 2. Provide capacity-building technical assistance for the recruitment and enhancement of the region's Automotive industrial cluster. 3. Provide capacity-building technical assistance for the recruitment and enhancement of the region's Biosciences industrial cluster. 4. Provide capacity-building technical assistance for the recruitment and enhancement of the region's Energy industrial cluster. 5. Provide capacity-building technical assistance for the recruitment and enhancement of the region's Aerospace industrial cluster. 6. Provide technical assistance to capacity-building and recruitment efforts for local target industries which are supported by a community's own unique assets. The Anderson County target industry of Data Centers is an example; the community has a unique set of local assets which make this industry a logical recruiting target.
Strategic Projects, Programs, and Activities	<p>For Objectives 1-6:</p> <ul style="list-style-type: none"> • Provide GIS-based research, map making and location decision analysis for communities, universities, industries and other related partners to further strengthen regional cluster-based economic development; • Provide strategic economic development planning and grant-writing services to further expand the capacity of all regional clusters and target industries.
Strategic Partners:	<p>SCACOG; all County and City local economic developers throughout the region; the Upstate Alliance; the South Carolina Department of Commerce; the Appalachian Development Corporation. Note: please see the <i>Regional Innovation Capacity</i> tables in this chapter for the numerous institutional partners related to each individual regional cluster.</p>
Time Line:	2013-2017

The past twelve months have been an exceptional time for *Clusters, Target Industries, and Innovation Capacities* in the SC Appalachian Region. As noted above in the Strategic Plan for this *CEDS Area of Emphasis*, the five regional target industries are *Advanced Materials, Aerospace, Automotive, Biosciences, and Energy*—plus community-specific target industries based on existing local assets, such as the *Data Centers* industry targeted by Anderson County. The table below displays outstanding capital investment and job creation figures in these areas over the past twelve months.

Performance of Target Industries/Clusters in SC Appalachian Region, 09-2013 – 08-2014						
New Company Announcements						
	Advanced Materials	Aerospace	Automotive	Biosciences	Energy	Other Industries
Announced	9	1	8	3	3	8
Investment	\$558,700,000	500,000,000	\$60,530,000	5,750,000	613,000,000	\$90,300,000
New Jobs	504	250	467	150	41	904
Existing Company Expansions						
	Advanced Materials	Aerospace	Automotive	Biosciences	Energy	Other Industries
Announced	22	3	16	5	5	10
Investment	\$454,550,000	12,500,000	\$1,173,525,000	\$25,175,000	448,000,000	123,900,000
New Jobs	699	45	1,776	46	225	657
Total Accomplishments (New + Existing Companies)						
	Advanced Materials	Aerospace	Automotive	Biosciences	Energy	Other Industries
Announced	31	4	24	8	8	18
Total \$	\$1,013,250,000	512,500,000	\$1,234,055,000	\$30,925,000	\$1,061,000,000	214,200,000
Total Jobs	1,203	295	2,243	196	266	1,561
Totals						
73 Announcements* (a 62% annual increase)						
\$4,065,930,000 Investment (a 528% annual increase)						
5,764 Jobs (a 179% increase)						

Source: The Upstate South Carolina Alliance (<http://www.upstatescalliance.com>)

*Several companies are classified as being equally associated with more than one industry, such as advanced material manufacturers who produce parts for both the automotive and aerospace industries. In these instances, the number of jobs and dollars invested were equally divided (in the table above) among the target industries that these manufacturers serve. Example: 75 new jobs from a company could be split equally over advanced materials, automotive, and aerospace (25 jobs each).

The accomplishments recorded between 09/2013 and 08/2014 (“CEDS Year 2014”) greatly exceed the results of the previous twelve months (09/2012 to 08/2013; “CEDS Year 2013”). Company announcements increased from 45 in CEDS year 2013 to 73 in CEDS year 2014 (a 62% increase). New jobs from industrial announcements increased from 2,067 in CEDS year 2013 to 5,764 in CEDS year 2014 (a 179% increase). Remarkably, total capital investment from industrial announcements increased from \$646.6 million in CEDS year 2013 to \$4,065,930,000 in CEDS year 2014 (a 528% increase). During this time period, there were two respective \$1 billion company announcements—one from a newly located advanced materials/aerospace manufacturer that will create 500 jobs, and another from an existing automotive manufacturer in the region that will increase its staff by 800 positions. While these two announcements were by far the largest of the year, the total capital investment and new jobs represented in the remaining 70 announcements still more than double the accomplishments recorded in CEDS year 2013.

Key to continuing this success is to focus on the clusters, target industries, and public-private innovation capacities emphasized in CEDS 2013-2017. While an inventory of these innovation engines is detailed in the 5-year CEDS, this following table highlights some notable on-going initiatives:

Regional Innovation Capacities Getting Stronger
The Clemson University – International Center for Automotive Research (CU-ICAR) is expanding through construction of the new 75,000 s.f. <i>Research One</i> building which will bring a combination of specialized classroom and incubation space for automotive start-up companies. Design work began in late 2013 and construction of the estimated \$9 million facility is expected to be completed in 2016.
The local South Carolina Technology and Aviation Center (SCTAC) has partnered with the CU-ICAR to develop a program to test wireless charging systems in electric vehicles. SCTAC and CU-ICAR have contracted with Oak Ridge National Laboratory to support this three year cutting edge automotive program, and the research is funded by the U.S. Department of Energy.
The Clemson University Advanced Materials Center continues to strengthen its innovation capacity in this target industry. Inside the 111,000 square foot facility boasts (1) the nation’s best electron microscopy laboratories, (2) the most advanced optical fiber drawing capabilities among U.S. universities, (3) outstanding laser and chemical laboratories, and (4) Class 100 clean rooms and instrumentation facilities.
The Clemson University Biomedical Innovation Campus (CUBEInC) is one of the nation’s leading research institutions in medical device technology. With a focus on developing high-impact medical technology and devices for disease management, CUBEInC has helped SC to receive a #6 ranking from <i>Business Facilities Magazine</i> in the category of emerging bioscience hubs.
Duke Energy continues to be an irreplaceable economic development partner for the SC Appalachian Region, fueling the region’s industrial energy cluster. Recently announcing construction of a new \$600 million natural gas-powered plant in Anderson County, Duke also supports positive community and economic development projects at the local level through its robust Duke Energy Foundation.
The welcome presence of Boeing in South Carolina has turbo-charged the region’s aerospace cluster, with approximately 1/3 of the state’s 160 aerospace-related firms being located locally. Technical and Specialty Education curriculums are becoming specialized, and research support is being offered by Clemson Vehicular Electronics Laboratory and the Composites Manufacturing Technology Center.

Note: Table is a set of examples and not intended to be a comprehensive list of every innovation asset.

In keeping with CEDS 2013-2017, the regional Economic Development District will continue to work with local, regional, state, and federal partners to continue strengthening these vital project areas of innovation and cluster-based development.

Infrastructure

The following strategic plan for infrastructure is outlined in CEDS 2013-2017:

CEDS 2013-2017 Strategic Plan	
Goal: Make the SCACOG region attractive for economic development by sustaining and enhancing physical infrastructure.	
Supportive Findings	
<ul style="list-style-type: none"> • With 225 miles of interstate highway along I-85 and I-26, the region has a great foundation for transportation infrastructure. These interstates provide fast access to surrounding regions and to world class airports and seaports. • Road and highway networks must continue to be upgraded in order alleviate congestion and to foster successful development in a growing region. • Communities face great capital challenges for extending and upgrading their water and sewer services in order to facilitate new investment and job creation. • Power, Natural Gas and Telecommunications play an increasingly important role in the region and must continue to be supported. • While several major regional employers rely on rail service, there is potential to connect more sites to rail in order to attract major economic development prospects. The new, centrally located "Inland Port" rail terminal will have a transformational impact on the region's rail capacity and relieve highway truck traffic through increased intermodal product transport. 	
Objectives	
<ol style="list-style-type: none"> 1. Promote effective transportation and land use planning throughout the region. 2. Support improving and increasing the economic development capacity of Greenville Spartanburg International Airport and all other regional airports. 3. Support increasing the capacity of the Port of Charleston, which is a great asset for international business development in the region. 4. Support increasing the capacity and connectivity of regional water, sewer, rail, power, natural gas, and telecommunications infrastructure. 5. Support the on-going design and development of the Inland Port rail facility and terminal. 6. Support the replacement and/or refurbishment of aged public infrastructure. 	
Strategic Projects, Programs, and Activities	
<ol style="list-style-type: none"> 1. Conduct responsible transportation and land use planning which accounts for the region's growing population, increasing traffic challenges, and escalating need for jobs. 2. Provide strategic planning and grant writing to help increase the region's economic development capacity in air travel and freight transport. 3. Support the expansion of the Port of Charleston by writing formal letters of support and providing analysis on how impactful the Port is to the SC Appalachian Region. 4. Provide strategic planning and grant writing services to support increased capacity and connectivity to water, sewer, rail, power, natural gas, and telecommunications infrastructure. 5. Assist with any technical support needed in the development of the Inland Port, including GIS, strategic planning, and grant-writing services. 6. Support the replacement and/or refurbishment of aged infrastructure through grant-writing and strategic planning services. 	
Strategic Partners: SCACOG; all County and City local economic developers and planners; the Upstate Alliance; the South Carolina Department of Commerce; the South Carolina Ports Authority; Greenville-Spartanburg International Airport and all other regional airports; all infrastructure grant providing agencies active in the region, including EDA, USDA, the Appalachian Regional Commission; U.S. Housing and Urban Development CDBG Program, SC DOT.	
Time Line: 2013-2017	

While a detailed inventory of assets is provided in the 5-Year CEDS, the most notable infrastructure development over the past 12 months has been construction of the **Inland Port in Greer** – which officially opened in the fall of 2013. This 100-acre Greer rail development, which is located directly off of I-85 and adjacent to GSP International Airport, is beginning to have major impact on international container movements between the **Port of Charleston** and the region. Referred to as “a port without water”, it provides a place to transfer shipping containers between train and truck for shipments to and from the coast. The facility is improving the transport of freight on this 218-mile corridor by converting 50,000 all-truck container moves to more efficient multimodal moves. Adding to the impact of this development is the fact that nearly 2,600 acres of adjacent GSP International Airport property has been opened for economic development.

Clearly, the combined Inland Port and available GSP property will have a major impact on business logistics, capital investment, and job creation. The development combines the assets of interstate, airport, and rail in a way that is unprecedented for the SC Appalachian Region. With this development, however, there will be significant infrastructure challenges. Conditions both on I-85 as well as all surrounding roads will face new traffic strains, and supporting utilities must also be updated responsibly. A major priority of CEDS 2013-2017 is to ensure that new development stemming from the Inland Port is planned responsibly in order (1) to minimize congestion, (2) to be environmentally responsible, and (3) to promote a high quality of life in the region.

Another vital project area is to improve the regional network of Interstate Highways (I-85, I-26, I-185, I-385, and I-585). In June of 2013, the State Department of Transportation produced a list of its top seven **interstate improvement projects**, and three of them are found in the SC Appalachian Region. Construction in these sections of I-85 over the next several years will carry a major regional impact:

- **I-85/I-385 interchange in Greenville County**
- **I-85 widening in Greenville/Spartanburg counties (24.7 miles)**
- **I-85 widening in Spartanburg/Cherokee counties (28.36 miles)**

In addition to these notable SC DOT projects, **the widening of I-85 from two lanes in Anderson County** is an equally vital interstate project for regional economic development. Covered in CEDS 2013-2017 are this project and general road/highway improvements throughout the region which face significant funding needs.

In February of 2014, a large group of local economic developers, planners, utilities, and elected officials assembled at the Appalachian Council of Governments office in Greenville to complete a *Strengths-Weaknesses-Opportunities-Threats* (S.W.O.T.) analysis on the current state of infrastructure and sites in the region. The following is summary of the analysis on the subject of infrastructure:

S.W.O.T. Analysis: Infrastructure	
<p>Strengths – Infrastructure</p> <ul style="list-style-type: none"> • Network and availability of Utilities (Power, Water, Sewer) • The Inland Port • High Connectivity via Interstates 85 and 26 	<p>Weaknesses – Infrastructure</p> <ul style="list-style-type: none"> • Sewer (cost, access, and capacity) • Fiber Telecommunications (availability) • Public Transit options (not many, not much variety) • Roads & Bridges (condition, capacity, quality) • Power Grid (aging) • I-85 & I-26 interchanges and frontage roads (quality, condition) • Air quality standards – the federal clamp down has limited the region’s permitting capacity for job creating projects.
<p>Opportunities – Infrastructure</p> <ul style="list-style-type: none"> • Enhance workforce development infrastructure and coordination (crossover with other section of IMCP) • Develop greater sewer treatment capacity/capability • Enhance transportation infrastructure for both freight and workers • High Speed Rail to enable more efficient inter-county worker commuting • Pro-active regional planning for growth through groups like Ten at the Top, three different COGs, Upstate Alliance, Upstate Forever, and utilities. • Redevelopment of old mfg buildings and sites – “in-fill development” to prevent sprawl. 	<p>Threats – Infrastructure</p> <ul style="list-style-type: none"> • Poor planning of infrastructure investment • Low funding • Legislative disorganization with jurisdictional barriers impeding progress. • Aging physical infrastructure • Shortage of planning to address sprawl • Shortage of in-fill development planning • The challenge of maintaining considerable attractiveness of the region as it grows...to maintain cohesive charm and identity as other growing regions like greater Atlanta have not been able to do.

The narrative summary of the group’s S.W.O.T. analysis is found below:

“The presence of many state and federal highways, including two major interstates, plus a variety of public and private utilities (power, gas, sewer, telecom, etc.) represent a regional strength upon which there are opportunities to develop economically. Compared to more rural and isolated areas of the country, Upstate SC is a physically well-connected and well-integrated region that can compete with most metropolitan areas projects. While the presence of a robust infrastructure network is a strength, however, its condition, variety, and sustainability (from a planning perspective) could all be characterized as weaknesses which are increasingly becoming threats to the economic future of the region. Roadways, the power grid, and sewer facilities are aging and in particular need of both collaborative investment and

regional planning efforts. Public transit options are extremely limited and the presence of commuter rail transit across this large 10-county land mass is much-needed both economically and environmentally. Growth planning, in-fill development, jurisdictional coordination, and billions of dollars in capital investment will be needed to adequately address infrastructure weaknesses and threats over the coming 10-20 years."

Whether examining the Inland Port, notable interstate projects, or all other infrastructure areas covered in CEDS 2013-2017, the SC Appalachian Region shares the nation-wide challenge of addressing deteriorated infrastructure. There are numerous roads and bridges throughout the region in need of upgrades, including the US 29 Overpass that runs over I-85 in Anderson County (it needs to be heightened). The same is true for public water, sewer, rail, and all other types of public infrastructure facilities that have been worn by age and weather. CEDS 2013-2017 supports not only expanding infrastructure capacity to help foster new economic development, but also maintaining a quality business environment through existing infrastructure replacement and restoration.

Available Sites and Buildings

The following strategic plan for available sites and buildings is outlined in CEDS 2013-2017:

CEDS 2013-2017 Strategic Plan	
Goal: Improve regional economic development capacity by increasing the quality and quantity of shovel ready sites and suitable buildings for expanding and locating businesses.	
Supportive Findings	
<ul style="list-style-type: none"> • A region with an outstanding inventory of available sites and buildings is better positioned to land projects. • In an increasingly competitive environment where companies desire to expand or relocate quickly, site consultants use specific criteria to <i>filter up</i> to shovel ready, high capacity locations. • Without an impressive inventory of sites and buildings, communities are often not considered by prospects or even by existing companies that wish to expand. <i>Availability of Product</i> keeps communities in the hunt and provides positive visibility. 	
Objectives	
<ol style="list-style-type: none"> 1. Help <u>market</u> existing and future sites throughout the region. 2. Help improve the <u>availability</u> of sites throughout the region. 3. Help improve the <u>connectivity</u> of sites throughout the region. 4. Help improve the <u>develop-ability</u> of sites throughout the region. 5. Help improve the <u>inventory</u> of suitable, available buildings throughout the region. 	
Strategic Projects, Programs, and Activities	
<ol style="list-style-type: none"> 1. Utilizing <i>Infomentum Online</i>, a state of the art program offered by SCACOG, provide GIS data and mapping services to help economic developers <u>market</u> available sites and buildings throughout the region. 2. When they are not publicly owned, improve the <u>availability</u> of sites by encouraging communities to enter mutually beneficial, long-term option agreements between property owners and local economic development agencies. This will improve the region's ability to negotiate on more sound footing with prospects. 3. Improve the <u>connectivity</u> of sites by (1) helping communities assess site utility connections, (2) providing grant-writing and planning support to improve site utility connections. 4. Improve the <u>develop-ability</u> of sites by offering grant-writing and planning assistance for due diligence associated with environmental assessments, mitigations, and right-of-way/easement analysis. 5. Help improve the inventory of suitable, available buildings for prospects by offering grant-writing and planning assistance for the redevelopment of existing facilities and the development of speculative shell buildings, when (i) the community deems it appropriate, and (ii) when local market conditions deem it necessary for attracting expansion and location projects. 	
Strategic Partners: SCACOG; all County and City local economic developers throughout the region; the Upstate Alliance; the Appalachian Development Corporation; the South Carolina Department of Commerce; utility providers throughout the region; real estate developers throughout the region.	
Time Line: 2013-2017	

The past twelve months has been a very interesting year in this *CEDS Area of Emphasis*. First, lack of available "product" (sites, certified sites, industrial buildings) is cited by the region's economic developers as one of their most difficult challenges. When State project managers and private site

location consultants submit a *Request for Information* concerning a company that is looking for a new location, it has become the norm for them to look for certified sites and/or habitable buildings.

While the private real estate market will always be the primary force behind meeting *product* demand for economic development prospects, there are vital project areas of public investment outlined in CEDS 2013-2017 which can support the process (see Strategic Plan table of previous page). The objectives are (1) to help increase the inventory of site and building product, (2) to help market that product, and (3) to improve product availability, connectivity, and developability.

One topic that has received particular attention over the past twelve months is the need to invest in the region's *InfoMentum Suite of Services* – which is an award-winning, GIS-based support system that enables economic developers to produce fast, detailed radius reports and maps which help market their product. While InfoMentum remains strong, it is very difficult for any such system to keep up with rapid technological developments. With support from the U.S. EDA, the InfoMentum program has been able to develop a programming mechanism for sharing data with the State of South Carolina's "LocateSC" property database. This project represents a major improvement in efficiency for both the InfoMentum program as well as for local economic developers who upload their available property information to what has now become a single point of entry. The same grant award from U.S. EDA has also enabled the InfoMentum program to develop a mobile app which allows the region to showcase its available sites and buildings from any tablet or phone. This project represents a major asset for local economic developers who spend significant time discussing product with potential prospects while away from their offices.

In February of 2014, a large group of local economic developers, planners, utilities, and elected officials assembled at the Appalachian Council of Governments office in Greenville to complete a *Strengths-Weaknesses-Opportunities-Threats* (S.W.O.T.) analysis on the current state of infrastructure and sites in the region. The following is summary of the analysis on the subject of sites:

S.W.O.T. Analysis: Sites	
<p>Strengths – Sites</p> <ul style="list-style-type: none"> • High level of site readiness • Presence of certified sites (based on int'l standards) • Physical accessibility to sites is good • Duke Energy grant program for site preparation • InfoMentum Suite of GIS based economic development services at ACOG provides a good regional site/bldg database for marketing and analysis. 	<p>Weaknesses – Sites</p> <ul style="list-style-type: none"> • Inflated land prices from property owners • Availability of pad ready and certified sites (this is a strength and a weakness – the region does have some, but not enough by comparison to peer regions) • Shortage of available buildings and spec buildings. • Site/Bldg Weaknesses might be summed up as “shortage of available product”.
<p>Opportunities – Sites</p> <ul style="list-style-type: none"> • Target new site and spec building opportunities to address shortage • Collaborative investment in true multi-county industrial parks and mega sites (between adjacent counties) 	<p>Threats – Sites</p> <ul style="list-style-type: none"> • Increasing environmental regulations create missed opportunities for potential projects to develop on sites. • Diminishing number of quality sites and buildings (“product”) • Inflated value/perception of sites by landowners create missed opportunities for potential projects on their sites. • Diminishing workforce quality and availability • “Ozone plume” from Atlanta and TN reach into SC, thereby unfairly affecting the way our counties are regulated by the EPA

The narrative summary of the group’s S.W.O.T. analysis is found below:

“The region possesses a number of pad-ready and technically “certified” sites which can compete with most U.S. regions for projects. There is organizational infrastructure in the region behind these sites, including the Upstate SC Alliance (which helps to market these sites on a global level), ACOG’s *InfoMentum* 10-county industrial property database with GIS-based analytical tools, and utilities such as Duke Energy – which provide grant and tax credit programs for site and speculative building development. While the presence of such assets are considered strengths upon which opportunities can be derived, there is a fundamental shortage of available sites and buildings which present many missed economic development opportunities. Most available sites in the region being advertised for economic development are privately owned by citizens who often ask for prices significantly above market demand. This creates stagnation and missed opportunities for would-be industrial employers in the Upstate. While the quality companies being recruited to the Upstate are typically environmentally conscientious, occasional smog spillover from Atlanta and TN are

distorting the way in which local jurisdictions are being monitored. This distortion can raise the financial cost of economic development and serve as a barrier.”

The SC Appalachian Region continues to be a strong *manufacturing region*, as the number of firms and workers in this field represent a significantly higher percentage of the regional economy than that of manufacturing firms and workers as a percentage of the national economy. 19% of the region’s workforce is employed by manufacturing firms, whereas approximately 9% of U.S. workers are employed in this field. Manufacturing jobs typically provide solid paychecks and benefits to citizens of the region. As such, CEDS 2013-2017 supports bolstering a strong inventory of sites and buildings in order to attract the types of manufacturing employers who are helping to improve the overall wealth and quality of life of the region.

Workforce Development

CEDS 2013-2017 Strategic Plan	
Goal: Cultivate an efficient and skilled 21 st Century workforce through enhanced training and coordination of resources in the SC Appalachian Region.	
Supportive Findings	
<ul style="list-style-type: none"> • Regional graduation rates have improved at all scholastic levels and the region has a population of workers large enough to accommodate virtually any economic development project. • The availability of technologically skilled manufacturing labor presents significant challenges in regional economic development, as available skilled labor is important to the region's vital industrial clusters. • With regional manufacturers in need of Certified Production Technicians (CPT's), Certified Logistics Technicians (CLT's), Computer Numerical Control operators (CNC's), mechatronix specialists, and the like, the effective coordination of workers and training programs is as challenging as it is essential. • The region shares the significant state-wide challenges associated with illiteracy and the need for early childhood intervention and education. • There is a broad array of programs, initiatives and educational institutions that serve as assets to the region's workforce development efforts. • The state-wide <i>South Carolina Chamber of Commerce</i> has developed an outstanding list of goals and strategies which are reflective of the workforce challenges and opportunities in the SC Appalachian Region. 	
Objectives	
<ol style="list-style-type: none"> 1. Support the region's three Workforce Investment Boards (WIBs) and all of the programs they oversee. 2. Support the SC Technical College System and other professional schools and workforce organizations that are training the regional workforce and connecting it with employers. 3. Promote the workforce development goals and strategies developed by the South Carolina Chamber of Commerce. 	
Strategic Projects, Programs, and Activities	
<ol style="list-style-type: none"> 1. Continue to partner with regional WIB's through coordination, strategic planning, and grant writing assistance. 2. Provide strategic planning and grant writing services to technical colleges and other professional workforce organizations. 3. Offer assistance with strategic planning, technical support, and grant-writing to all the SC programs and partners that are working to achieve the workforce goals and strategies outlined by the South Carolina Chamber of Commerce. 	
Strategic Partners: SCACOG, the Worklink WIB; the Greenville County WIB; the Upstate WIB; all local school systems, colleges and universities within the region; all County and City local economic developers throughout the region; the Upstate Alliance; the South Carolina Department of Commerce. Note: please see the <i>SC Workforce Development Programs</i> table of this chapter for all institutional program partners.	
Timeline: 2013-2017	

Along with the availability of sites and buildings for prospects, the ability to supply enough technically qualified workers for the high volume of advanced manufacturing prospects is the top challenge cited by

local economic developers. Not only is the SC Appalachian Region growing at a faster rate than the nation as a whole, but the technology of manufacturing is rapidly evolving. As cited in *CEDS 2013-2017*, “With regional manufacturers in need of Certified Production Technicians (CPT’s), Certified Logistics Technicians (CLT’s), Computer Numerical Control operators (CNC’s), mechatronix specialists, and the like, the effective coordination of workers and training programs is as challenging as it is essential.” This means that an increasing amount of resources should be devoted to strengthening the regional workforce.

Beyond the technical skills gap, however, more foundational challenges exist for too much of the regional workforce – such as achieving basic literacy and graduating from high school. Without establishing a basic foundation, more and more future workers will continue to find themselves unqualified to meet the demands of modern employers in any field. The objectives listed in *CEDS 2013-2017* call for supporting a large variety of state and federal programs that are making a positive difference in regional workforce development (see Strategic Plan table on previous page). As of this annual update, *CEDS 2013-2017* continues to share the goals articulated by the South Carolina Chamber of Commerce, which include:

- Funding for the Manufacturing Skills Standards Council (MSSC) certificate program at all technical colleges to educate and prepare a portion of the workforce for entry-level positions in manufacturing.
- Continuing support for the Education and Economic Development Act (EEDA).
- Funding for Quick Jobs, a fast paced job training program provided by technical colleges.
- Addressing early childhood education, including third grade reading proficiency and four-year-old kindergarten.
- Funding for readySC to ensure companies considering locating or expanding in the state have access to a skilled workforce.
- Strengthening Work Ready SC.
- Funding for SmartState – SC Centers for Economic Excellence.

Other initiatives that are gaining traction in regional workforce development include:

- Duke Energy’s decision to fund the Clemson University Center for Workforce Development with a \$4.11 million grant to manage educational, research and outreach activities in support of workforce development and Science-Technology-Engineering-Math (STEM) education. This funding will focus specifically on advanced manufacturing to support South Carolina’s burgeoning manufacturing industry.
- The SC Department of Employment and Workforce has done a good job of coordinating the national “Jobs for America’s Graduates” program in South Carolina (JAG-SC), boasting a 92.2% graduation rate for high school seniors participating in the program. The program also boasted

a 95.5% extended graduation rate, which is measured after a one year follow-up period. These numbers exceeded the national average by more than 2%. The high school dropout rate is a concern for each of the six counties in the SC Appalachian region, thus increased awareness and support for the successful JAG-SC program is critical.

Other CEDS 2013-2017 priorities include support for the technical college and university training programs that are adapting their curriculums in order to address the region's technical skills gap, such as emerging "mechatronix" degree programs that are now being offered at places like Spartanburg Community College, Greenville Technical College, and Tri-County Technical College. Local, State, and Federal workforce development initiatives in the region are both varied and broad, but all are supported as strategic priorities in CEDS 2013-2017.

Entrepreneurship

CEDS 2013-2017 Strategic Plan	
Goal: Make the SCACOG Region the most <i>entrepreneur friendly</i> region in South Carolina.	
Supportive Findings	
<ul style="list-style-type: none"> • Most jobs are created by small to mid-size business. • Keeping a business alive is often more difficult than starting a business, thus a nourishing entrepreneurial environment is critically important. • Many exciting initiatives have developed over the last several years which have given great momentum to the subject of regional entrepreneurship. 	
Objectives	
<ol style="list-style-type: none"> 1. Help communities develop a supportive environment for entrepreneurship. 2. Increase the number of small business incubators, accelerators, and soft landing programs throughout the region. 3. Continue to provide analytical tools which support entrepreneurial activity. 	
Strategic Projects, Programs, and Activities	
<ol style="list-style-type: none"> 1. Develop a region-wide, voluntary <i>Entrepreneur Friendly</i> program which allows individual communities to assess and improve upon their small business environments through a set of measurable steps. While details of this program are still under development, it will involve a core set of entrepreneur friendly criteria based upon <i>best practices</i> as well as a peer-to-peer review component which will allow good ideas to be shared throughout the region. 2. Provide strategic planning and grant-writing services to support existing and future small business incubators, accelerators, and soft landing programs throughout the region. 3. Continue to promote and update the Plan-A-Biz tool in order to provide assistance in small business decision analysis. 	
Strategic Partners: SCACOG; all local economic developers, chambers of commerce, and other community business groups throughout the region; the Appalachian Development Corporation; the South Carolina Department of Commerce; the Clemson University Small Business Development Center (SBDC); the Service Corps of Retired Executives (SCORE). Note: please see the <i>Exciting Initiatives</i> table of this chapter for other strategic partners.	
Time Line: 2013-2017	

Recognizing that small business plays an irreplaceable role in the U.S. economy, CEDS 2013-2017 calls for the continued support of organizations and resources that are facilitating entrepreneurial growth in the region. These assets include not only organizations that support small business development, but also the incubators, accelerators, and “soft landings” facilities found throughout the region. While an inventory of these assets is provided in CEDS 2013-2017, the table below displays some exciting entrepreneurial developments that are underway:

Regional Entrepreneurial Assets *Getting Stronger*

Expansion of the Center for Business and Entrepreneurial Development (CBED) - with grant support from the Economic Development Administration and the Appalachian Regional Commission, Spartanburg Technical College is renovating 22,000 s.f. of dead space to greatly expand the capacity of CBED. This 363,000 square foot multi-use incubator and soft landings facility is an invaluable tool for entrepreneurs to start up a new venture, jump start an expansion or relocation, beta test a new product line, and train employees on new products or processes.

With \$250,000 in support from the new SC Department of Commerce "Innovation Challenge" grant program, the well established Greenville NEXT Innovation Center (incubator) is undergoing an expansion. The **NEXT Ecosystem Expansion** project is comprised of a bundle of interconnected products that work together to accelerate the critical mass of target high-impact companies and the development of the supporting ecosystem in the Upstate area.

With \$250,000 in support from the new SC Department of Commerce "Innovation Challenge" grant program, the public/private community development organization, Innovate Anderson, is developing a hybrid incubator-accelerator-workforce development model called **Innovate Electric City** that will allow the business community in Anderson and their partners to work with startup companies at various levels.

With \$70,000 in support from the new SC Department of Commerce "Innovation Challenge" grant program, the Spartanburg Economic Futures Group (the County's economic development organization) is expanding the capacity of the **Spartanburg Entrepreneurial Resource Network (SERN)**. SERN offers coordinated efforts of support across groups in order to assist and empower entrepreneurial efforts in Spartanburg. SERN provides mentorship, professional advice, financial assistance, introduction to contacts, research and short-term incubation facilities.

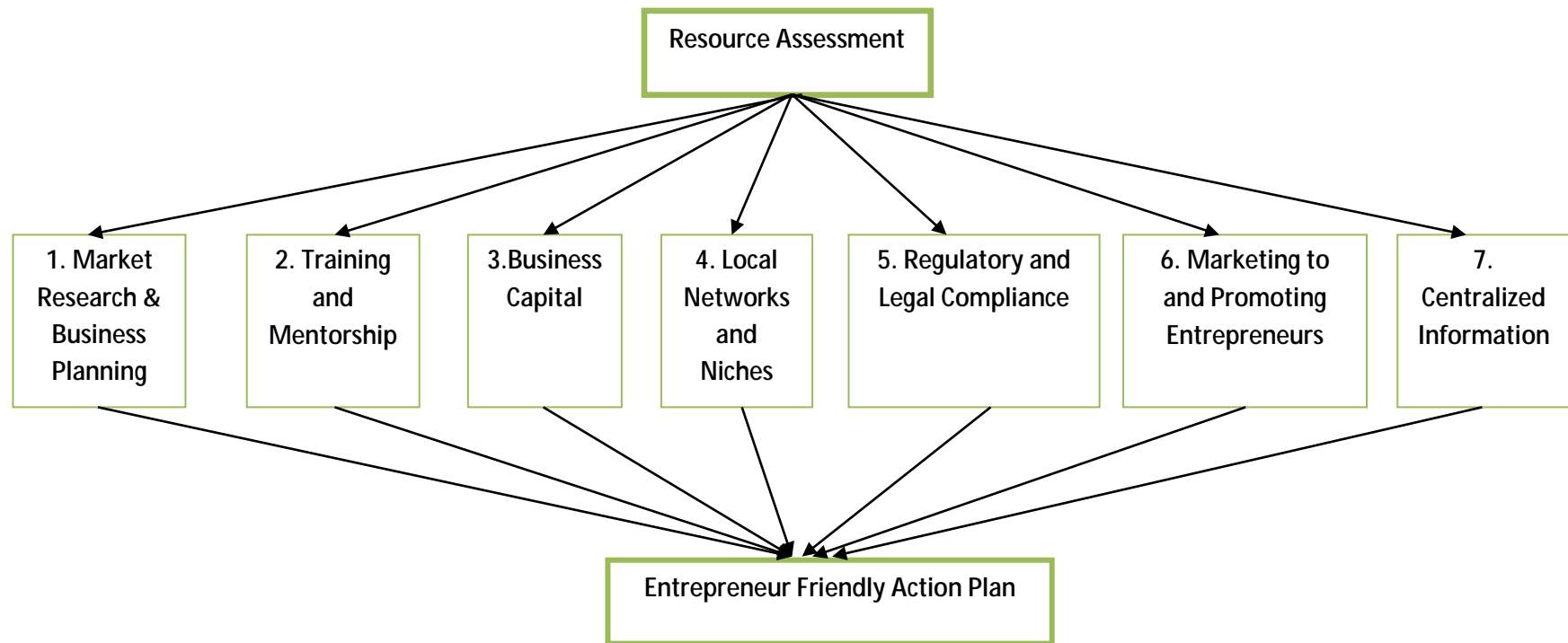
The Clemson University – International Center for Automotive Research (CU-ICAR) is expanding through construction of the new **Research One** building which will bring a combination of specialized classroom and incubation space for automotive start-up companies.

The **Iron Yard** continues to expand its impact in both Greenville and Spartanburg. The Iron Yard is a 13-week, mentorship-driven startup accelerator. It focuses on talented teams with a prototype that can be brought to a large market. Teams are selected after a highly competitive application process. Tenants receive space, design assistance, legal/accounting services, experienced entrepreneurial mentorship, and \$20,000 in seed capital.

Note: Other entrepreneurial capacities exist throughout the region and this list is not intended to be comprehensive.

Another exciting entrepreneurial development over the past twelve months has been the on-going development of the on-line, interactive **Entrepreneur Friendly Toolkit**. The web tool, which will be completed in March 2014, focuses on helping communities to align resources and develop strategies for supporting and attracting entrepreneurs. By completing a set of seven interactive “steps”, communities throughout the SC Appalachian Region will strategically plan, market to, and foster the growth of local entrepreneurship. After finishing the seven steps, the community will be able to save and print a custom “Entrepreneur Friendly Action Plan” (PDF) that will be populated mostly by the content/work they completed during the seven steps. Cited as a vital project in CEDS 2013-2017, the Toolkit will greatly increase entrepreneurial capacity in the region.

The 7-Step Outline of the *Entrepreneur Friendly Toolkit*



Access to Capital

CEDS 2013-2017 Strategic Plan	
Goal: Support institutions and programs which provide much needed capital for job creating companies and projects in the SC Appalachian Region.	
Supportive Findings	
<ul style="list-style-type: none"> • Access to capital is a critical component of economic development. • While most business lending is handled rightfully by the private sector, there are situations in which government gap financing programs, loan guarantee programs, and private sector angel or venture capital networks can partner with banks to make impactful loans and investments. • There is an impressive network of economic development finance institutions working in the region. • There are valuable grant and tax credit programs working in the region to help foster investment and job creation. 	
Objectives	
<ol style="list-style-type: none"> 1. Support economic development finance institutions and programs which are making job-creating loans and investments. 2. Secure economic development grant support in order to support investment and job creation. 3. Support economic development tax credit programs which incentivize investment and job creation. 	
Strategic Projects, Programs, and Activities	
<ol style="list-style-type: none"> 1. Promote economic development finance institutions for capital-seeking projects throughout the region. 2. Continue to provide economic development grant writing services throughout the region. 3. Promote economic development tax credit programs by conducting research and sharing information with communities throughout the region. 	
Strategic Partners: SCACOG; all County and City local economic developers throughout the region; the Appalachian Development Corporation and other economic development finance institutions and programs throughout the region; the Upstate Alliance; the South Carolina Department of Commerce; the South Carolina Department of Revenue.	
Time Line: 2013-2017	

The condition of the finance industry in both the SC Appalachian Region can be described as *slimmer, but more profitable* than it was prior to the 2007 global financial crisis. CEDS 2013-2017 calls for support of many financial resources that enable economic development, including the outstanding loan programs of the U.S. Small Business Administration (SBA). Of the 251 SBA loans that were administered in 2013 across South Carolina (most recently available data), 77 of them (31%) were in Greenville, Spartanburg, and Anderson Counties.² That is a remarkable figure in light of the fact that these three counties make up only 6.5% of all South Carolina counties. Another notable fact about SBA lending in these three counties is that the amount of the loan funds was up by more than 25% from the previous year—from \$27 million to \$39 million. SBA loan data for the region's other three counties was not available, but it is notable that – in addition to traditional non-profit lenders like the *Appalachian Development Corporation* in Greenville – there are 14 private banks in the region that are certified SBA

² Source: GSA Business Market Facts 2014.

lenders. While 10% of South Carolina lending institutions are currently unprofitable, that figure has trended down from 35% in 2010, 31% in 2011, 18% in 2012, and 14% in 2013.

Regional economic development grant activity is also strong, as demonstrated by the table below:

Some Exciting Federal E.D. Grant Projects in the Region			
Project Name	Grant Source	Grant Amount	Total Project Cost
City of Walhalla Downtown Streetscape Project	ARC	\$500,000	\$1,000,000
Oconee County - Golden Corner Commerce Park Pump Station Project	ARC EPA	\$500,000 \$485,000	\$1,236,000
* Town of Pacolet - Main Street Sewer Project	ARC	\$51,626	\$103,312
* Town of Williamston - Farmers Market	ARC	\$66,130	\$132,261
Town of Blacksburg - Brugg Street Pump Station	ARC	\$338,400	\$423,000
Oconee Count - SC Hwy 11 Sewer Project	ARC	\$500,000	\$1,800,000
City of Pickens - Town Creek Park Project	ARC	\$400,000	\$810,000
Town of Pacolet - River Passage Gateway Project	ARC	\$387,500	\$775,000
Spartanburg Community College - Center for Business and Entrepreneurial Development	ARC and EDA	\$1,340,000	\$1,700,000
* SJWD Water District - Water Treatment Plant Upgrade	EDA	\$2,000,000	\$4,132,700
Development of a Mobile App and a LocateSC Data Replication Tool for InfoMentum	EDA	\$50,000	\$100,000
Development of the On-Line, Interactive "Entrepreneur Friendly Toolkit"	ARC	\$55,000	\$100,000

*Pending approval from federal agencies.

Note: List is a snap shot of some notable projects and not intended to be comprehensive.

In addition to economic development grants and loans, tax credit programs continue to play an important role in job creation and capital investment. Free Trade Zone 38 along I-85 continues to be a great incentive for industry, and the South Carolina four-tier Job Tax Credit continues to incentivize job creation. For year 2014, Greenville County is classified as "Tier I – Developed"; Anderson, Oconee, Pickens, and Spartanburg Counties are "Tier II – Moderately Developed"; Cherokee County is "Tier III – Least Developed". None of the region's counties are considered "Tier IV – Distressed" by the SC Department of Revenue, which is a positive economic sign for the region.

Whether discussing loans, grants, or tax credits, there are many positive developments taking place with regional capital sources. There are never enough resources, however, to accommodate all of the potential job-creating projects in the pipeline. Local, regional, state, and federal economic development partners must continue to work together to increase these resources and support more projects.

Local Asset-Based Economic Development

<u>CEDS 2013-2017 Strategic Plan</u>	
Goal: Strengthen the unique, local community assets which have a significant impact on regional economic development.	
Supportive Findings	
<ul style="list-style-type: none"> • Each of the six counties and 42 municipalities within the SC Appalachian Region possess unique assets from which residents derive economic opportunity. • With attractive natural resources, historic places, arts & entertainment, and sporting venues, the SC Appalachian Region has a strong tourism industry. • There is great potential of downtown areas in the region to foster economic growth and job creation. • The region is in position to capitalize on emerging opportunities in the agricultural industry, including inputs for manufacturing, local/organic produce markets, and agri-tourism. 	
Objectives	
<ol style="list-style-type: none"> 1. Make the SC Appalachian Region a globally recognized tourism destination. 2. Make the SC Appalachian Region known for its vibrant downtown areas. 3. Help communities reach the full economic potential of their rich agricultural resources. 4. Help communities further recognize, develop, and market their uniquely local economic development assets. 	
Strategic Projects, Programs, and Activities	
<i>For Objectives 1-4:</i>	
<ul style="list-style-type: none"> • Support tourism initiatives, downtown development, and agribusiness development throughout the region with strategic planning, marketing, and grant-writing efforts. • Conduct research and provide grant writing assistance in order to obtain formal marketing studies which aim to enhance local economic development assets. 	
Strategic Partners: SCACOG; all Chambers of Commerce and Convention and Visitor Bureaus throughout the region; all County and City local economic developers throughout the region; the Upstate Alliance; the South Carolina Department of Commerce; the South Carolina Department of Parks, Recreation and Tourism.	
Time Line: 2013-2017	

Each of the six counties and 42 municipalities within the SC Appalachian Region possess unique assets from which residents derive economic opportunity. Not all of these local assets make up “clusters” or lead to formal “target industries” for recruitment, but they are essential to the economic well being of individual communities and the region as a whole. While providing a detailed inventory of each community’s local assets is not practical for the purpose of the 2013 CEDS update, there are three broad asset categories that CEDS 2013-2017 emphasizes: Agribusiness, Tourism, and Downtown Development.

In June of 2013, an outstanding study was conducted by the *South Carolina Coastal Conservation League* and numerous regional partners on the feasibility of a “**Food Hub**” for the **SC Appalachian Region**. Entitled, “Upstate Region Local Food Hub Feasibility Study”, the document examines the potential for starting a regional food hub like the highly successful one found in Charleston, SC (“GrowFood Carolina”). The study defines a regional food hub as, “a business or organization that actively manages

the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand.” While a local host organization to lead the effort and manage the operation is needed, the study offers the following basic conclusion in support of creating a regional food hub:

“The majority of other necessary pieces needed to establish a local food hub are in place. Local food supply and demand data, food producer survey results, retailer and consumer survey and interview results, demographic research, and farm data all show that there is the potential to increase local food supply and satisfy ever-increasing demand.”

The concept of increasing opportunities for local farmers via farmers markets and shared public-private processing facilities is emphasized as a CEDS 2013-2017 *Area of Emphasis*. Numerous local initiatives have taken off, but the idea of a central food hub takes the concept to a new level of regionalism.

Downtown development initiatives have also increased over the past year, with three towns becoming certified “Main Street Communities” under the National Trust for Historic Preservation: The City Pickens (Pickens County), the City of Williamston (Anderson County), and the City of Woodruff (Spartanburg County). Other downtown areas continue to develop and thrive. Beautiful and bustling downtown Greenville serves a national benchmark for mid-size cities across America. Downtown Spartanburg has made extraordinary revitalization progress over the past 24 months. Downtown Greer has also become destination for classic downtown enthusiasts. These and other historic downtowns in the region are critical assets for historic preservation, for economic development, and for overall quality of life. CEDS 2013-2017 places further enhancement of these areas as a high priority.

Whether examining the exciting new “Main Street Challenge” in the City of Spartanburg, which is a competition for valuable space and incentives for up to three promising entrepreneurs to locate on Main Street, or the fact that the region continues to draw world class conferences, such as the *2014 UCI Para-Cycling Road World Championships*, the local asset-based economy is vital to the well being of the region. Support from local, regional, state, and federal partners is needed to foster the development in this vital project area.

A New CEDS Area of Emphasis: Global Competitiveness

In late 2013, the 10-county “Upstate” Region of SC was accepted through a competitive application process to the “Global Cities Exchange”, a five-year joint project of the Brookings Institution and JPMorgan Chase. The 10-county Upstate region includes all six counties of the SC Appalachian region, plus four contiguous counties: Abbeville, Greenwood, Laurens, and Union Counties. The first phase of the initiative, the **development of a Regional Export Plan**, is expected to be completed during the fourth quarter of 2014. The effort is being led by the Upstate SC Alliance, a 10-county organization with the mission to market the Upstate for economic development on a global level. Over the course of this five-year planning process, a core team of regional stakeholders (including staff from the Economic Development District Organization, SCACOG) work alongside fellow Exchange regions from across the nation to move the Upstate forward in the areas of exports, innovation, leadership, and workforce. Specifically, the core team will (1) develop and implement regional strategies to boost global trade and investment, (2) forge partnerships between the U.S. and international areas, and (3) advocate for state and national policy changes. **The overarching goal is to increase the global competitiveness of the region.**

Over the past several decades, aggressive recruitment of industry has transitioned the Upstate economy from dependency on the textile industry by providing needed diversification and traded cluster strength. This foresight of Upstate leaders over the past several decades has positioned the region extremely well for prosperity in the future economy. Regional efforts (1) to build global relationships through trade and investment, (2) to tie innovation to advanced manufacturing needs, (3) to develop leaders with global awareness, and (4) to increase transportation/supply chain efficiency are all necessary for the Upstate to maintain its edge against growing competition. Building upon this success, the next evolution of regional economic development will focus on increasing exports and overall international business. The reasoning behind this effort is as follows:

Larger Customer Base = More Opportunity for Growth

- 95% of the world’s consumers live outside the U.S.
- The US percentage of global middle class consumption is projected to drop to 4.5% by 2040.
- Only 4 percent of U.S. firms export, and 58% only sell to one foreign market.

Global Business = Stronger Business

- From 2005-2009, U.S. manufacturers that exported saw revenues grow by 37%, while non-exporters saw revenues fall by 7%.
- U.S. business services exporters have 100% higher sales, 70% higher employment, and 20% higher wages than non-exporters.
- For every \$1 billion in exports, workers in that industry earn between 1-2% higher wages

- More than 20% of South Carolina jobs depend on international trade and investment.

In CEDS 2013-2017, seven “Areas of Emphasis” were presented as the key strategic focal points upon which future economic development in the region will be based. While these seven areas are documented in this report and while they remain as important as ever, increasing the region’s global competitiveness through the Global Cities Exchange constitutes a new and equally important Area of Emphasis. As of the adoption of this CEDS Update by the Economic Development District Organization, there are now eight CEDS Areas of Emphasis in the SC Appalachian Region.

1. Clusters, Target Industries, and Innovation Capacities,
2. Infrastructure,
3. Available Sites and Buildings,
4. Workforce Development,
5. Entrepreneurship,
6. Access to Capital
7. Local Asset-Based Development
8. **Global Competitiveness (New)**

Section VI: Conclusion

An Outstanding Year for Target Industries and Global Competitiveness

The second year of CEDS 2013-2017 was a tremendous period in the SC Appalachian Region. Each of the strategy's original *Seven Areas of Emphasis* saw exciting developments and capacity expansion. A new and exciting Area of Emphasis was added to the CEDS, as the region's participation in the *Global Cities Exchange* is poised to increase the region's exports and overall global competitiveness. The cluster-based, target industry strategy is yielding outstanding results, with over \$4 billion in capital investment (528% higher than last year) and over 5,700 new jobs (177% higher than last year) over 73 announcements since September 2013. The Inland Port, which opened less than a year ago, is only beginning to have its anticipated transformational impact on business logistics. Six months from now, thanks to federal economic development partners, the new *Entrepreneur Friendly Toolkit* will be complete—establishing a customized on-line planning tool for communities to attract and develop local entrepreneurs. The list of highlights could go on, but what is most important to remember is the fact that there is still a great deal of work to do in order for the region to reach economic parity with the nation. The process of maintaining CEDS 2013-2017 involves doing the important work of building upon each of the eight Areas of Emphasis, and the SC Appalachian Economic Development District Organization is committed to doing this with essential collaboration from State and Federal partners like U.S. EDA and the Appalachian Regional Commission.

Continued Plan of Action

SCACOG, serving as the federal Economic Development District Organization, will continue to work with the CEDS Steering Committee to support the vital projects which aim to create economic growth in the region. SCACOG will:

- Continuously evaluate the CEDS 2013-2017 *Goals and Objectives* in relation to qualitative and quantitative performance measures;
- Support the *Strategic Projects, Programs and Activities* outlined in CEDS 2013-2017;
- Help execute on-going and future *Vital Projects* of CEDS 2013-2017;
- Provide EDA with annual CEDS progress updates.

SCACOG will carry out CEDS 2013-2017 in a manner which:

- Promotes economic development and opportunity;
- Fosters effective transportation access;
- Enhances and protects the environment;
- Maximizes effective development and use of the workforce consistent with any applicable State or local workforce investment strategy;
- Promotes the use of technology in economic development, including access to high-speed telecommunications;
- Balances resources through sound management of physical development; and
- Obtains and utilizes funds and other resources.

**OCONEE COUNTY
STATE OF SOUTH CAROLINA
RESOLUTION R2014-13**

**A RESOLUTION TO APPROVE A MUTUAL AID AGREEMENT
BETWEEN SPARTANBURG COUNTY SHERIFF'S OFFICE AND THE
OCONEE COUNTY SHERIFF'S OFFICE**

WHEREAS, a recent South Carolina decision found that for a Sheriff's Office Mutual Aid Agreement to be valid, it would have to be approved by the County Council; and,

WHEREAS, the Spartanburg County Sheriff's Office has entered into a Criminal Patrol Transfer Agreement with Oconee County Sheriff's Office; and,

WHEREAS, staff recommends that Council approve and ratify the Criminal Patrol Transfer Agreement [**Exhibit A**] with Spartanburg County Sheriff's Office.

NOW, therefore, be it resolved by Oconee County Council, in meeting duly assembled, that the Criminal Patrol Transfer Agreement with Spartanburg County Sheriff's Office [**Exhibit A**] is hereby approved.

RESOLVED in meeting duly assembled this 2nd day of September, 2014.

SIGNED:

Joel Thrift
Chairman, Oconee County Council

ATTEST:

Elizabeth G. Hulse
Clerk to Council, Oconee County

State of South Carolina

Criminal Patrol Transfer Agreement

County Of Spartanburg

This agreement is made and entered into the 22th day of July, 2014 by and between Spartanburg County Sheriff's Office and the Oconee County Sheriff's Office.

Whereas, it is the desire and intent of the parties to the evidence their joint undertaking for the provision of mutual assistance in criminal patrol investigations by the temporary assignment of officers, deputies and agents between jurisdictions to the fullest extent as is allowed by the law;

Whereas, the parties as set out above, by and through their representatives affixing their signatures below, consent and agree to span the geopolitical boundaries to the fullest extent allowed under South Carolina law for the express purpose of criminal patrol and interdiction efforts and related crimes by this sharing of personnel and resources;

Whereas, South Carolina Code Ann. 23-1-210 provides for the temporary transfer of law enforcement officers pursuant to written agreement;

Whereas, South Carolina Code Ann. 23-1-215 provides for agreements between multiple law enforcement jurisdictions for the purpose of criminal investigations;

Whereas, Article VIII, Section 13 of the South Carolina Constitution authorizes counties and municipalities to provide by agreement for the joint administration of any function, the exercise of powers, and the sharing of the cost thereof; and

Whereas, Spartanburg County Sheriff's Office and Oconee County Sheriff's Office are each requesting assistance for investigation and the temporary transfer of deputies each from the other.

Now therefore, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. Scope of Services

It is agreed that each law enforcement agency parties shall assign, on a temporary basis, officers, deputies, and/or agents to assist the other jurisdiction in criminal patrol and interdiction efforts.

2. Term and Renewal

This agreement and subsequent amendments are effective as to each party at the date and time of signing and will automatically renew each year on the anniversary date and continue year to year and term to term unless a party exercises its right to terminate as further described in the original agreement.

3. Vesting of Authority and Jurisdiction

To the fullest extent permitted by the constitution and the statutes of this state, officers deputies, and agents assigned under this agreement and so transferred shall be vested with authority, jurisdiction, rights, immunities, and privileges to include the authority to execute criminal process and the power of arrest as any other duly commissioned officer, deputy, or agent of the other party.

However, local ordinances adopted by a sending jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of the sending jurisdiction.

4. Cost

Each party shall bear its own cost incurred in the performance of its obligations hereunder except as otherwise provided herein.

5. Hold Harmless, Indemnification, No Third Party Rights

It is agreed by and between the parties that each will hold each other harmless for any acts or omissions of their respective officers working or transferred pursuant to this agreement. The parties shall be solely responsible for the acts and omissions of their respective employees, officers and officials. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any party or entity not a party to this agreement.

6. Insurance

Each jurisdiction shall maintain its own insurance coverage for general liability, or workers compensation, and any such other coverage as may be required by law or deemed advisable by individual parties.

7. Compensation, Bond, and Related Matters

This agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county or the municipality where they are permanently employed, with the sending county or municipality being compensated for their services by the county or municipality to which they are transferred as further setout herein. The bond for any officers operating under this agreement shall include coverage for their activity in the county or municipality covered by this agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county or municipality.

8. Reimbursement and Ancillary Benefits

The parties to this agreement hereby expressly agree that compensation and or reimbursement for services provided hereunder shall be limited to the reciprocal provisions of services of like kind between the agencies involved to include the ancillary benefits of increased investigation and prosecution of crimes related to criminal patrol efforts in their respective jurisdictions. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

9. Termination and Right to Rescind

The agreement may be terminated at the discretion of the chief law enforcement officer by providing written notice to the other party. Any such rescission or termination will become effective upon receipt by the other parties.

10. Responsibility to Respective governing Bodies

Each party is responsible for any notice, reporting, or approval requirements to their respective governing body as may be required under South Carolina law.

11. Officers Assigned and Authority

Each party agrees to notify the other party, or their duly appointed representative, and seek assistance before commencing any criminal investigative action that relies upon the expanded or shared jurisdiction as contemplated under this agreement. This is in no way intended to limit an officer acting in his original jurisdiction.

12. Asset Forfeiture

The parties agree to divide the proceeds of any seizure and resultant asset forfeiture as provided by equity and law. Such division will be set out in a court order as prepared by the proper circuit solicitor and or United States Attorney based upon the facts of the individual seizure.

13. Severability

Should any part of this agreement be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.

14. Amendments and Binding Successors in Office

This agreement may be amended by the written agreement of all parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

I, with competent authority, hereby consent to the terms of and agree to be bound by this agreement.

Sheriff Chuck Wright

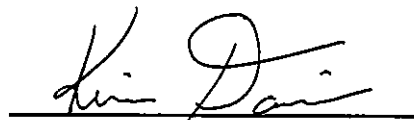
Spartanburg County Sheriff's Office

Witness



Sheriff Mike Crenshaw

Oconee County Sheriff's Office



Witness

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2014-14**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT PLUME, WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT FOR A PROJECT INVOLVING NOT LESS THAN TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) INVESTMENT

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 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 industry 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 will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina 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, Project Plume, (the "Company"), has requested the County to participate in executing an Inducement and Millage Rate Agreement and a Fee in Lieu of Tax Agreement (the "Fee Agreement") (Project Plume) pursuant to the Act for the purpose of authorizing and of acquiring by purchase, lease or construction certain land, building(s), machinery, apparatus, and equipment, for the purpose of manufacturing and engineering thermo plastic compounds (the "Project"), all as more fully set forth in the Inducement and Millage Rate Agreement (the "Inducement Agreement") attached hereto; and

WHEREAS, the Company has requested the County to further assist it through the inclusion of the Project within a multi-county industrial/business park pursuant to Section 4-1-170 of the Act; and

WHEREAS, the County is authorized by the Act to execute such agreements, as defined in the Act, with respect to such Project; 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.

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

Section 1. Pursuant to the authority of the Act and for the purpose of authorizing the Fee Agreement (as described in the Act) for the Project, there is hereby authorized to be executed an Inducement and Millage Rate Agreement between the County and the Company pertaining to the Project involving investment in the County of not less than \$2,500,000 in qualifying fee in lieu of tax investment by the end of the fifth (5th) year after the year of execution of the Fee Agreement.

Section 2. The provisions, terms and conditions of the Fee Agreement by and between the County and the Company shall be prescribed by subsequent ordinance of the County Council.

Section 3. The Chairman of County Council is hereby authorized and directed to execute the Inducement Agreement attached hereto in the name of and 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, and the Clerk of the County Council is hereby authorized and directed to attest the same; and the Chairman of County Council is hereby further authorized and directed to deliver said executed Inducement Agreement to the Company.

Section 4. Prior to the execution of the Fee Agreement, the County Council will comply with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the County Council.

Section 6. It is the intention of the County Council that this Resolution shall constitute an official action on the part of the County relating to the inducement of the Project.

Done in meeting duly assembled this 2nd day of September 2014.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

**INDUCEMENT AGREEMENT
AND MILLAGE RATE AGREEMENT**

THIS INDUCEMENT AND MILLAGE RATE AGREEMENT (the "Agreement") made and entered into by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and Project Plume (the "Company"), a limited liability company under the laws of State of South Carolina.

WITNESSETH:

ARTICLE I

RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

- (a) The County is authorized and empowered by the provisions of Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (the "Act") to acquire, enlarge, improve, expand, equip, furnish, own, lease, and dispose of properties through which the industrial development of the State of South Carolina will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other 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.
- (b) The Company is considering the acquisition by construction, purchase or lease of facilities and machinery and equipment to be used for the purpose of manufacturing and engineering thermo plastic compounds (the "Project") in the County. The Project will involve an investment of at least Two Million Five Hundred Thousand Dollars (\$2,500,000) in new, taxable (fee in lieu of tax) investment within the meaning of the Act, occurring by the end of the fifth (5th) year following the year of execution of a fee in lieu of tax agreement pursuant to the Act, by and between the Company and the County (the "Fee Agreement").
- (c) The Company has requested the County to assist it through the incentive of a payment in lieu of ad valorem taxes as authorized by Section 12-44-10 et seq. of the Act.
- (d) The Company has requested the County to further assist it through the inclusion of the Project (and undeveloped real property) within a multi-county industrial/business park pursuant to Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Park").

(e) The County has given due consideration to the economic development impact of the Project, has found that the Project and the payments in lieu of ad valorem taxes set forth herein are beneficial to the Project and 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 any 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, has agreed to effect the issuance and delivery of this Agreement, pursuant to the Act, and on the terms and conditions hereafter set forth.

ARTICLE II

UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The Project will be constructed or installed by the Company on the sites now owned or hereafter acquired by the Company in the County and will involve a capital expenditure of not less than \$2,500,000 in new, taxable property occurring by the end of the fifth (5th) year following the year of execution of the Fee Agreement. The Fee Agreement will contain suitable provisions for acquisition and construction of the project by the Company.

Section 2.2. The Fee Agreement will be executed at such time and upon acceptable terms to the County, as the Company shall request subject to Section 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement by and between the County and the Company shall be substantially in the form generally utilized in connection with the Act as agreed upon by the County and the Company. Such Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will coincide with the maximum term of the negotiated fee pursuant to the Act (without extension), at the time of execution of the Fee Agreement. Thus, the Company shall be allowed and required to invest under and pursuant to the Fee Agreement not less than \$2,500,000 in qualifying fee in lieu of tax investment in the Project by the end of the fifth (5th) year after the year of execution of the Fee Agreement with such investment being maintained in accordance with the Act.

(b) The Company will maintain the Project and will (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company and will carry public liability insurance

covering personal injury, death or property damage with respect to the Project; or (ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company; or (iii) maintain a combination of insurance coverage and self-insurance as to such risks.

(c) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, any obligations the County may incur for the payment of money shall not create a pecuniary liability of the County nor create a general obligation on its part or by the State of South Carolina or any incorporated municipality, but shall be payable solely from the payments received under such Fee Agreement and, under certain circumstances, insurance proceeds and condemnation awards.

(d) The Fee Agreement shall contain agreements providing for the indemnification of the County and the individual officers, agents and employees thereof for all expenses incurred by them and for any claim of loss suffered or damaged to property or any injury or death of any person occurring in connection with the planning, design, approval, acquisition, construction and carrying out of the Project.

(e) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes. Pursuant to the Act, such payments shall continue for a period of up to thirty (30) years from the date of the Fee Agreement and each of the annual capital investments made under the Fee Agreement for the first five years, not counting the initial year of the Fee Agreement, and any amendments or supplements to the Fee Agreement to the extent permitted by law and authorized by the County, herein. The amounts of such payments shall be determined by using an assessment ratio of 6%, a fixed millage rate based on the cumulative, combined June 30, 2014 millage rate for the Project site (which the parties understand to be 215.0 mils), and the fair market value for the Project property (which value is not subject to reassessment as provided in the Act) as determined by using original cost for any real property and original cost less allowable depreciation for any personal property in accordance with Title 12, Chapter 37, Code of Laws of South Carolina 1976, as amended.

(f) The County and the Company agree, in accordance with the Act, that the Company may dispose of property subject to fee payments, as set forth in this Section.

(1) When the Company disposes of property subject to the fee, the fee payment must be reduced by the amount of the fee payment applicable to that property, subject to an absolute requirement to invest not less than \$2,500,000 in qualifying fee in lieu of tax investment in the Project, with such investment

occurring by the end of the fifth (5th) year after the year of execution of the Fee Agreement, and maintain such investment, without regard to depreciation, in accordance with the Act.

(2) Property shall be considered disposed of for purposes of this Section only when it is scrapped or sold in accordance with the Fee Agreement.

(3) The Company will be allowed to replace personal property subject to the Fee Agreement to the full extent provided by law.

(g) The County will use its best, good faith efforts to enter into a Park agreement with a contiguous county and will include the Project, and undeveloped land of the Company in such Park.

Section 2.4. Upon the request of the Company, the County will permit the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and related real and personal property deemed necessary under the Fee Agreement may be let by the Company.

Section 2.5. Oconee County Council agrees that this Agreement constitutes a Millage Rate Agreement, within the meaning of the Act, providing the Company with the cumulative, combined millage rate legally levied and applicable to the Project site on June 30, 2014, which millage rate shall be fixed as to all property subject to the Fee Agreement for the duration of the Fee Agreement.

ARTICLE III

UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Prior to execution of the Fee Agreement and subsequent to this Agreement, the Company may advance any acquisition or construction funds required in connection with the planning, design, acquisition, construction and carrying out of the Project including any infrastructure and be entitled to subject the constructed or acquired property to the Fee Agreement, to the extent permitted by law.

Section 3.2. The County will have no obligation to assist the Company in finding a bank and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project and the costs of the fee in lieu of tax transaction.

Section 3.3. If the Project proceeds as contemplated, the Company further agrees as follows:

(a) To obligate itself to make the payments required by the Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3 (e) hereof;

- (b) To indemnify, defend, and hold the County harmless from all pecuniary liability and to reimburse it for all expenses to which it might be put in the fulfillment of its obligations under this Agreement and in its negotiation and execution and in the implementation of its terms and provisions;
- (c) To perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings and consummate the proposed financing;
- (d) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the acquisition, construction, operation and use of the Project;
- (e) To indemnify, defend and hold the County and the individual directors, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, approval, acquisition, construction, leasing and carrying out of the Project. The Company also 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, including the County's attorney fees. This indemnity shall be superseded by a similar indemnity in the Fee Agreement;
- (f) To invest not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) in new taxable investment in the Project by the end of the fifth (5th) year following the end of the year in which the Fee Agreement is executed and maintain such investment in accordance with the Act, or lose the benefits of this Agreement in accordance with the Act for failure to do so.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the Act and the Home Rule Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

Section 4.2. All commitments of the County and the Company hereunder are mutually dependent, each on the other, and are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof.

Section 4.3. If for any reason this Agreement is not executed and delivered by the Company on or before December 31, 2014 the provisions of this Agreement shall be cancelled and neither party shall have any rights against the other and no third parties shall have any rights against either party except:

(a) The Company will pay the County for all expenses which have been authorized by the Company and incurred by the County in connection with the planning, design, acquisition, construction and carrying out of the Project and for all expenses incurred by the County in connection with the authorization and approval of the Fee Agreement or this Agreement;

(b) The Company will pay the out-of-pocket expenses of officers, agents and employees of the County and counsel for the County incurred in connection with the Project and the preparation and execution of this Agreement and the Fee Agreement, and will pay fees for legal services related to the Project and the negotiation, authorization, and execution of the Fee Agreement and this Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the Act, the Company may, with the prior consent of the County, which consent will not unreasonably be withheld, assign (including, without limitation, absolute, collateral, and other Assignments) all or a part of its rights and/or obligations under this Inducement Agreement, the Fee Agreement, or any other Agreement related hereto or thereto, to one or more other entities which are "Related Parties" within the meaning of the Internal Revenue Code without adversely affecting the benefits to the Company or its Assignees pursuant to any such Agreement or the Act.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

Dated: September 2, 2014

PROJECT PLUME

By: _____
Its:

Date: September 2, 2014

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2014-16**

AN ORDINANCE AMENDING THE OCONEE COUNTY CODE OF ORDINANCES “ARTS AND HISTORICAL COMMISSION”; REVISING ARTICLE IV, DIVISION 4, SECTIONS 321-326 OF CHAPTER 2 OF THE CODE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee 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”), enlarged the Oconee County Arts and Historical Commission (the “Commission”) by enactment of Oconee County Ordinance No. 1985-11, finally enacted on October 1, 1985, and subsequently codified in Division 4 of Article IV of Chapter 2 (the “Division”) of the Oconee County Code of Ordinances (the “County Code”), in order to provide certain arts and historical planning advice and plans to County Council; and

WHEREAS, the Commission has rewritten the Division in order to amend and clarify the mission, procedures, membership and duties of the Commission; and

WHEREAS, as a result thereof, Oconee County Council desires and intends to revise and restate all of Division 4 of Article IV of Chapter 2 of the County Code, to include the revisions proposed by the Commission:

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

1. Division 4 of Article IV of Chapter 2 of the County Code is hereby revised and rewritten to read:

2-321. PURPOSE OF DIVISION

The purpose of this Division is to identify the Oconee County Arts and Historical Commission (the “Commission”), and its membership, rules, regulations, requirements, mission, and duties. The Commission shall assist and/or provide for the identification, evaluation and protection of artistic, cultural and historical resources; raise community awareness; and serve as the County’s primary resource in matters of art, history, historic planning and preservation.

2-322. MEMBERSHIP

1. The Commission shall consist of seven (7) members, selected and appointed by a majority vote of Oconee County Council, with one member being selected from each of the five (5) Council districts and two (2) members selected at large, without regards to district of residence. All residents must reside within Oconee County.
2. Composition of the Commission
 - a. All members of the Commission must have a demonstrated interest in the cultural and/or historical environment of Oconee County.
 - b. In addition, the Commission may recommend to County Council the addition of ex-officio, non-voting members from the professional Arts and Historical community such as museums, art or cultural organizations, performing arts organizations, etc.

2-323. TERM AND ATTENDANCE OF MEMBERS.

1. Members will serve for four (4) year terms.
 - a. All terms by Council district will be co-terminus with their associated County Council member. The at-large members will serve staggered terms, such that one will be elected with each general election in which County Council members are elected.
 - b. No member may serve more than two full four-year terms consecutively, after which such a member must observe a minimum of a one-year furlough from service on such board before being eligible for reappointment for up to another two consecutive terms. A partial term, either as a result of a short term to establish staggered terms, or as a result of appointment to complete an unexpired term of another member, shall be deemed a full four-year term.
2. Attendance of Members
 - a. All members shall attend regularly scheduled meetings, noticed at the beginning of each year in accordance with Section 2-241 of this Article IV. If or in the event any member of the Commission shall fail to attend fifty percent (50%) of the regularly scheduled meetings within a period of twelve (12) calendar months, he or she shall be deemed to have resigned his or her position or may be replaced without notice by action of County Council, as with any resigned member. Provided, however, if such absences are excused by the Chairperson and the Administrator, then this provision may be waived by County Council.
 - b. Members of the Commission may be removed at any time by majority vote of County Council, or may resign at any time.

2-324. ORGANIZATION; MEETINGS; OFFICERS; QUORUM

- a. The Commission shall have regular scheduled meetings every other month, at a time and place selected by the membership, and noticed at the beginning of the year in accordance with the South Carolina Freedom of Information Act (“FOIA”). Other meetings may be called by the Chairman or staff as needed to conduct business, and must comply with FOIA.
- b. At the January meeting of each even-numbered year, there shall be elected, by the members, in accordance with the Model Rules of Parliamentary Procedures of the South Carolina Association of Counties, a Chairman, Vice-Chairman and a Secretary. Officers shall serve for a period of two (2) years or until their successors are duly elected.
- c. A quorum for purposes of a meeting shall be a simple majority of the seven (7) members eligible to vote at a meeting. Should there be less than seven (7) members on the Commission at any given time, a quorum of four (4) shall still be required to conduct a meeting. A quorum is necessary to transact any official business.

2-325. POWERS AND DUTIES

The duties of the County Arts and Historical Commission shall be, *inter alia*, as follows:

1. To identify, promote and actively encourage the conservation and interpretation of the County’s artistic, historic and cultural resources.
2. To serve in an advisory role to Oconee County Council on any matter concerning the encouragement and/or protection of the artistic, historic and culture resources and the enjoyment thereof by the citizens and visitors, and as to the designation and preservation of historical sites and structures within the County.
3. To formulate plans and recommend their implementation to County Council for education of the citizens of the County as to the artistic, cultural and historical significance of sites and resources within the County.
4. To plan and encourage the citizens to support the establishment and maintenance of museums within Oconee County.
5. To assist and encourage associations involved with the arts and humanities in the County and to recommend to County Council the feasibility of new or proposed facilities within Oconee County.
6. To maintain a current database of artistic, cultural and historic outlets in Oconee County.
7. To facilitate the installation and maintenance of historical markers in Oconee County including a database of location, text and maintenance schedule.
8. To encourage, support and facilitate artistic, cultural and historic presence in public spaces.
9. To promote artistic, cultural and heritage tourism for Oconee County.
10. To participate in the formulation of the budget and budgetary appropriations affecting the areas of concern of this Commission.

2-326. SALARIES AND FUNDING

Members of the Oconee County Arts and Historical Commission shall not receive any salary for service on the Commission.

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect.

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

4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

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

ORDAINED in meeting, duly assembled, this _____ day of _____, 2014.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: August 19, 2014
Second Reading: September 2, 2014
Public Hearing:
Third Reading:

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2014-17**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT PLUME; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT AND THE CREATION OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK FOR THE PROJECT

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

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

WHEREAS, Project Plume, a limited liability company duly organized under the laws of the State of South Carolina (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement and a Joint County Industrial and Business Park Agreement (the "MCIP 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 and engineering of thermo plastic compounds in which the minimum level of taxable investment is not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) 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 (the "Project"), all as more fully set forth in the Fee Agreement attached hereto, and placing the entire Project into a Joint County Industrial and Business Park pursuant to agreement with an adjacent county (the "MCIP"); 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 September 2, 2014, 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 a Joint County Industrial and Business Park 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 the form of the MCIP Agreement; 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; and

WHEREAS, the Project will be located in a joint county industrial and business park with Pickens County.

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 and engineering of thermo plastic compounds, the execution and delivery of a Fee Agreement with the Company for the Project, and a MCIP Agreement with Pickens County are hereby authorized, ratified and approved.

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

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

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

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

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

(e) The Project and the Fee Agreement and MCIP 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 MCIP 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 MCIP Agreement were set out in this Ordinance in their entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement and the MCIP Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company and the MCIP Agreement to be delivered to Pickens County. The Fee Agreement and the MCIP Agreement are to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement and MCIP 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 MCIP Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement and MCIP 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 _____ 2014

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading: June 17, 2014
Second Reading: September 2, 2014
Public Hearing:
Third Reading:

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2014-21**

AN ORDINANCE AUTHORIZING THE TRANSFER AND
CONVEYANCE OF CERTAIN REAL PROPERTY BY AND
FROM OCONEE COUNTY, SOUTH CAROLINA; AND OTHER
MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), and as such possesses all powers granted to counties by the Constitution and laws of the State; and

WHEREAS, Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended, provides, in part, that counties may acquire real property by purchase or gift, and lease, sell or otherwise dispose of real and personal property; and

WHEREAS, the County is the owner of that certain piece, parcel or tract of land situate in the County consisting of approximately [60] acres (the "Property") and being more fully shown and designated on survey of _____ prepared for the County dated _____ ("Survey"), a copy of which Survey is now before the County Council of the County (the "County Council") and is attached hereto as Exhibit A; and

WHEREAS, Pioneer Rural Water District ("Pioneer") wishes to acquire from the County, and the County wishes to convey to Pioneer, the Property for the purpose of allowing Pioneer to construct thereon a potable water treatment facility to be connected to and operated as part of Pioneer's waterworks system (such acquisition and conveyance, the "Transfer"), subject to and in accordance with the terms and provisions of a Purchase and Sale Agreement ("Purchase Agreement"), the form of which is now before the County Council and is attached as Exhibit B hereto; and

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA AS FOLLOWS:

Section 1. Approval of Transfer. County Council hereby approves the Transfer, subject to and in conformity with the provisions of the Purchase Agreement in substantially the form attached as Exhibit B hereto, or with such changes as are not materially adverse to the County.

Section 2. Execution and Delivery of Purchase Agreement. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Purchase Agreement on behalf of the County in substantially the form attached as Exhibit B hereto, or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel.

Section 3. Execution and Delivery of Deed and Other Transfer Documents. The Administrator shall be, and hereby is, authorized to execute and deliver on behalf of the County a limited warranty deed conveying title to the Property to Pioneer in accordance with the provisions of the Purchase Agreement in a form and substance acceptable to the Administrator, on advice of legal counsel to the County. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the Transfer in a form and substance acceptable to the Administrator, on advice of legal counsel to the County. The County Administrator is further authorized and empowered to execute any subsequent amendments or revisions to any of the agreements, certifications or documents authorized under this Ordinance

Section 4. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 6. Effective Date. This Ordinance shall be effective upon its enactment by the County Council.

DONE AND ENACTED by the County Council of Oconee County, South Carolina, this _____ day of _____, 2014.

OCONEE COUNTY, SOUTH CAROLINA

Chairman, County Council
Oconee County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council,
Oconee County, South Carolina

First Reading: August 19, 2014
Second Reading: September 2, 2014
Public Hearing:
Third Reading:

EXHIBIT A

Survey

[see attached]

EXHIBIT B

Purchase Agreement

[see attached]

**AGREEMENT FOR THE PURCHASE
AND SALE OF REAL PROPERTY**

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY, made and entered into as of this ____ day of _____, 2014 ("Effective Date"), by and between **OCONEE COUNTY, SOUTH CAROLINA**, a body politic and corporate and political subdivision of the State of South Carolina ("Seller"), and **PIONEER RURAL WATER DISTRICT** ("Purchaser").

RECITALS

A. Seller is the owner in fee simple title to that certain piece, parcel or tract of land ("Land") consisting of approximately [60] acres and being more fully shown and described on survey of _____ prepared for the County dated _____, 2014 ("Survey"), a copy of which Survey is attached as Exhibit A hereto and incorporated herein by reference; and

B. Purchaser desires to purchase the Property (as described below) for the purpose of constructing and operating a potable water treatment facility (the "Water Facility") thereon.

C. Seller desires to sell and convey the Property to Purchaser, and Purchaser desires to purchase and acquire the Property from Seller, subject to the terms and conditions of this Agreement.

AGREEMENT

1. SALE OF PROPERTY.

1.1. Consideration. For and in consideration of **TEN AND 00/100 DOLLARS (\$10.00)** ("Purchase Price"), which Purchase Price shall be paid by Buyer to Seller in full in good funds at Closing (as defined below), and the mutual covenants and agreements contained herein, Seller agrees to sell and convey all of Seller's right, title and interest in and to the property described below ("Property") to Purchaser, and Purchaser agrees to purchase the same from Seller, pursuant to the terms and conditions set forth herein.

1.2. Description of Property. The Property shall consist of:

- (a) The Land;
- (b) All rights, privileges and easements appurtenant to the Land, including all rights, rights-of-way, roadways, roadbeds, and reversions ("Appurtenant Rights");
- (c) All improvements on or within the Land, if any ("Improvements").

2. SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS. In order to induce Purchaser to enter into this Agreement and to purchase the Property, in addition to warranties, representations, covenants, and undertakings contained elsewhere in this Agreement,

Seller hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Purchaser:

2.1. Title to Property. Seller is the sole owner of good, marketable and insurable fee simple title to the Property.

2.2. Authority of Seller. Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms and conditions hereof, and this Agreement, is a valid and binding obligation of Seller as of the date first set forth above. As of the Closing, all necessary action shall have been taken by Seller authorizing the execution and delivery of all documents and instruments to be executed and delivered by Seller at Closing. This Agreement, when executed and delivered by Seller, will be a valid and binding obligation of Seller in accordance with its terms.

2.3. Options and Contracts. No options or other contracts have been granted or entered into which are still outstanding and which give any other party a right to purchase any interest in the Property or any part thereof.

2.4. Condemnation Proceedings. There are no condemnation or eminent domain proceedings pending against the Property or any part thereof and the Seller has received no notice, oral or written, of the desire of any public authority or other entity to take or use the Property or any part thereof.

2.5. Mechanic's Liens. No payments for work, materials, or improvements furnished to the Property will be due or owing at Closing and no mechanics lien, materialman's lien, or other similar lien shall be of record against the Property as of Closing.

2.6. Pending Litigation. There is no claim, litigation, or other proceeding, the probable outcome of which will have a material adverse effect on the value of the Property or its intended use, pending or threatened before any court, commission, or other body or authority, and, further, Seller has not received written notification of any asserted failure of Seller or the Property to comply with applicable laws (whether statutory or not) or any rule, regulation, order, ordinance, judgment or decree of any federal, municipal or other governmental authority.

2.7. No Defaults. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will:

(a) Conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument to which Seller or any predecessor of Seller is a party, or

(b) Violate any restriction to which Seller is subject, or

(c) Constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree, or order, or

(d) Result in the acceleration of any mortgage or note pertaining to the Property or the cancellation of any contract or lease pertaining to the Property, or

(e) Result in the creation of any lien, charge or encumbrance upon any of the properties or assets to be sold or assigned to Purchaser pursuant to the provisions of this Agreement.

2.8. Events Prior to Closing. Seller will not cause or permit any action to be taken which would cause any of Seller's representations or warranties to be untrue as of the Closing. Seller agrees immediately to notify Purchaser in writing of any event or condition which occurs prior to Closing hereunder, which causes a change in the facts related to, or the truth of, any of Seller's representations.

2.9. Further Acts of Seller. On or before the Closing, Seller will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may reasonably be required by Purchaser or Purchaser's title insurance company to vest in and assure to Purchaser full rights in or to the Property.

2.10. Maintenance of Property. Between the date of this Agreement and Closing, Seller will continue to maintain the Property as it currently is maintained and exists; and Seller shall not make or enter into any lease or other agreement for the use, occupancy or possession of all or any part of the Property without Purchaser's prior written approval.

2.11. AS IS SALE. OTHER THAN THE SPECIFIC REPRESENTATIONS AND WARRANTIES HEREIN, SELLER MAKES NO REPRESENTATIONS, WARRANTIES, OR PROMISES REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES OR PROMISES AS TO THE PHYSICAL OR ENVIRONMENTAL CONDITION, LAYOUT, FOOTAGE, ZONING, UTILITIES, PRESENCE OF HAZARDOUS MATERIALS, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY OR ITS SALE TO PURCHASER. PURCHASER AGREES THAT NO SUCH REPRESENTATIONS, WARRANTIES OR PROMISES HAVE BEEN MADE AND AGREES TO TAKE THE PROPERTY "AS IS." PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY AS ARE DESIRED BY PURCHASER, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS PROVISION SHALL SURVIVE CLOSING.

3. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS.

3.1. Purchaser's Review Period. Purchaser shall have a period (the "Review Period") commencing on the date hereof and expiring ninety (90) days thereafter to do the following, each of which shall be a condition precedent to Purchaser's obligations hereunder:

(a) To conduct, at Purchaser's cost, any and all inspections, engineering and feasibility studies, including, but not limited to environmental inspections and studies, which Purchaser deems necessary, in an effort to determine whether or not to proceed

with the Closing of this transaction. Without limitation of the generality of the foregoing, it is agreed that Purchaser's inspection of the Property may include soil borings, surface water and groundwater testing and analysis, boundary, structural, topographical, and other surveys and any other studies and/or tests desirable for Purchaser to determine that the Property is suitable for its intended purpose. In this regard, Seller hereby agrees that Purchaser, and/or Purchaser's agents or employees, may have unlimited access to the Property during such Review Period to conduct such studies and inspections. Upon completion of such inspections, Purchaser shall restore the surface of the Property to substantially the same condition of the surface on the date hereof after all such tests and inspections are completed.

(b) To obtain a commitment for owner's title insurance (issued by a title insurance company acceptable to Purchaser) on standard ALTA Owner's Policy Form (2006) (together with copies of all instruments and plats evidencing exceptions stated therein), by which commitment the title insurance company agrees to insure the fee simple title to the Property in Purchaser in an amount equal to the purchase price of the Property subject only to exceptions acceptable to Purchaser and Purchaser's lender, if applicable.

(c) To obtain a survey of the Property, such survey disclosing rights-of-way, easements, encroachments or other encumbrances upon the Property acceptable to Purchaser. Without limitation of Purchaser's right to obtain its own survey, Seller agrees to obtain and provide a boundary survey of the Property to Purchaser at Seller's cost and expense within thirty (30) days after the Effective Date.

(d) To obtain such assurances or approvals from the appropriate governmental authorities as Purchaser deems necessary in relation to Purchaser's intended use of the Property or the environmental condition of the Property. Seller agrees to use its best efforts to cooperate with Purchaser so that Seller shall deliver to Purchaser any item in the possession or control of Seller which Purchaser would like to receive and inspect.

3.2. Termination of Agreement. Prior to the expiration of the Review Period, Purchaser shall have the right to terminate this Agreement in its sole discretion based on Purchaser's findings during the Review Period, in which event this Agreement shall be void, and neither party shall have any further obligation hereunder.

3.3. Status of Title. At Closing (as defined below) Seller shall deliver the Closing Documents (as such term is defined below) to Purchaser as provided by Section 6.2 below, and shall be capable of conveying, and the Closing Documents will purport to convey, good and marketable fee simple title to the Property to Purchaser subject to encumbrances and title exceptions acceptable to Purchaser or which are matters of public record not objected to by Purchaser during the Review Period. Seller shall not create, cause or permit any encumbrance, impairment or transfer of title to the Property, other than as specifically provided herein; provided, however, that Seller shall have no obligation to cure, have the Property released from or terminate any encumbrance on, impairment of, or lien against the Property caused by Purchaser or related to Purchaser's activity on or use of the Property.

4. CLOSING. The purchase and sale contemplated hereunder shall be consummated at the closing (referred to herein as the "Closing") which shall take place no later than _____, 2014. The Closing shall take place at the offices of Purchaser's counsel:

Nelson Mullins Riley & Scarborough, LLP
104 S. Main Street, Ste. 900
Greenville, SC 29601

5. PRO-RATED ITEMS AND ADJUSTMENTS. Purchaser shall pay for the title insurance premiums due in connection with the issuance of Purchaser's owner's title insurance policy, if any, and for the cost of any survey of the Property prepared at Purchaser's request. Seller shall obtain and provide at Seller's cost and expense a boundary survey of the Property within thirty (30) days after the Effective Date as set forth in Section 3.1(c) above. Purchaser shall pay all deed recording fees (formerly known as documentary tax stamps) and intangible taxes assessed with respect to the deed conveying title to the Property to Purchaser. Purchaser and Seller shall each pay their own legal fees related to the transaction contemplated hereby.

6. SELLER'S DELIVERIES. In addition to other conditions precedent set forth elsewhere in this Agreement, Seller shall deliver to Purchaser all of the following documents and items, the delivery and accuracy of which shall further condition Purchaser's obligations to consummate the purchase and sale herein contemplated:

6.1. Items Delivered Within Ten (10) Business Days. Seller shall deliver all of the following in Seller's possession or control to Purchaser within Ten (10) business days following the Date of this Agreement:

- (a) Results of any soil boring tests with respect to the Property.
- (b) All building plan drawings, surveys and topographical renderings of the Property.
- (c) All environmental studies of the Property and any environmental permits or approvals with respect to the Property.

6.2. Items Delivered to Purchaser at Closing. Seller shall deliver the following items (collectively, the "Closing Documents") at Closing to Purchaser:

- (a) A limited warranty deed, satisfactory in form and substance to Purchaser or Purchaser's title insurance company, conveying good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement. The County may, at its option, include in the above described limited warranty deed certain restrictions limiting the use of the Property to the construction and operation of the Water Facility and prohibiting sale of the Property or any part thereof by Purchaser to a person or entity other than Seller until such time as construction of the Water Facility has been completed and the Water Facility is operational.
- (b) An Owner's Affidavit, lien waiver, and or other agreements (not to include provisions requiring indemnification by Seller) and affidavits satisfactory for the purpose

of removing the "standard" exceptions from Purchaser's Owner's Title Insurance Policy for the Property.

7. CONDEMNATION OR CASUALTY LOSS. In the event of condemnation or receipt of notice of condemnation or taking of any part of the Property by governmental authority prior to the Closing, or any material casualty loss to the Property prior to Closing, Purchaser, at its option, shall have the right to terminate this Agreement. After Closing, all risk of loss due to condemnation or casualty shall lie with Purchaser.

8. COMMISSIONS.

8.1. Real Estate Commission. Seller and Purchaser represent and warrant to each other that no brokerage fees or real estate commissions are or shall be due or owing in connection with this transaction or in any way with respect to the Property.

9. DEFAULT.

9.1. Seller's Defaults. In the event Seller breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed, Purchaser at Purchaser's option shall: (i) be entitled to thereafter exercise any and all rights and remedies available to Purchaser at law and in equity, including without limitation the right of specific performance; or (ii) be entitled, upon giving written notice to Seller, as herein provided, to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

9.2. Purchaser's Defaults. In the event Purchaser breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed, Seller at Seller's option shall: (i) be entitled to thereafter exercise any and all rights and remedies available to Seller at law and in equity, including without limitation the right of specific performance; or (ii) be entitled, upon giving written notice to Purchaser, as herein provided, to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

10. CONSTRUCTION OF WATER INFRASTRUCTURE FACILITY.

10.1. Construction of Water Infrastructure Facility. Seller acknowledges and agrees that this Agreement is being entered into with the expectation that Purchaser build and commence operation of the Water Facility and any necessary ancillary improvements on the Property. Purchaser hereby covenants and agrees that it will diligently proceed with construction of, and commence operation of, the Water Facility as quickly as is reasonably practicable following Closing, and acknowledges that its agreement to construct and operate the Water Facility on the Property is a material term of this Agreement and a material inducement to Seller's agreement to convey the Property to Purchaser under this Agreement. Purchaser covenants and agrees not to use the Property for any purpose other than the construction, maintenance and operation of the Water Facility, and not to sell, grant, bargain, convey or encumber the Property, any portion thereof, or any interest therein, prior to completing construction and installation of the Water Facility.

10.2. Attorney's Fees. If the Seller retains an attorney to enforce Section 10.1 of this Agreement, the Seller shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorney's fees and costs incurred through litigation and all appeals.

11. MISCELLANEOUS

11.1. Completeness; Modification. This Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein and it supersedes all prior discussions, undertakings or agreements between the parties. This Agreement shall not be modified except by a written agreement executed by both parties.

11.2. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective, heirs, devisees, personal representatives, successors and assigns.

11.3. Survival. Except as otherwise expressly provided herein, it is the express intention and agreement of the parties to this Agreement that all covenants, agreements, statements, representations and warranties made by Purchaser and Seller in this Agreement (which shall be deemed to include the matters and information disclosed in any of the Exhibits attached hereto or in any document or instrument delivered by Seller pursuant to the provisions of this Agreement or at or in connection with the Closing), including without limitation, the specific agreement for the Purchaser to build and commence operation of the Water Facility, shall survive the Closing.

11.4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of South Carolina.

11.5. Headings. The headings as used herein are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of this Agreement.

11.6. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

11.7. Time of Essence. Both parties hereto specifically agree that time is of the essence to this Agreement with respect to the performance of the obligation of the parties under this Agreement.

11.8. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be deemed appropriate by the parties, all of which shall comprise one (1) agreement.

11.9. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by First Class, Registered or Certified Mail, return receipt requested, postage prepaid, as follows:

(a) If to Purchaser:

Pioneer Rural Water District
Attn.: _____

With a Copy to:

Nelson Mullins Riley & Scarborough, LLP
104 S. Main Street, Suite 900
Greenville, South Carolina 29601
Attn.: D. Sean Faulkner, Esq.

(b) If to Seller:

Oconee County, South Carolina
Attn.: Oconee County Administrator
415 South Pine Street
Walhalla, South Carolina 29691

With a copy to:

McNair Law Firm, P.A.
104 S. Main Street, Suite 700
Greenville, South Carolina 29601
Attn.: Thomas L. Martin, Esq.

Any such notice, request, consent or other communications shall be deemed received at such time as it is personally delivered or on the fifth business day after it is so mailed, as the case may be.

11.10. Assignment. Neither this Agreement nor any rights or obligations created or existing under this Agreement may be assigned by Purchaser without the prior written consent of Seller.

11.11. Invalid Provisions. In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

[execution pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SELLER:

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

PURCHASER:

PIONEER RURAL WATER DISTRICT

By: _____
Its: _____

Exhibit A

Survey

[see attached]

**OCONEE COUNTY
STATE OF SOUTH CAROLINA
ORDINANCE 2014-20**

**AN ORDINANCE TO AMEND CHAPTER 20 OF THE
OCONEE COUNTY CODE OF ORDINANCES TO
PROVIDE FOR THE ADOPTION OF SOUTH CAROLINA
CODE OF LAWS, 1976, AS AMENDED: SECTION 4-9-145,
ENTITLED *LITTER CONTROL OFFICERS; CUSTODIAL
ARREST AUTHORITY; NUMBER OF OFFICERS; POWERS
AND DUTIES*, AND SECTION 56-7-80, ENTITLED
COUNTY OR MUNICIPAL UNIFORM ORDINANCE
SUMMONS, AS PART OF SUCH AMENDED CHAPTER 20;
AND OTHER MATTERS RELATED THERETO**

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council"), has previously adopted multiple Ordinances for the effective and 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, it has come to the attention of the County Council that State law authorizes counties to adopt by ordinance Section 4-9-145 of the of the South Carolina Code of Laws, 1976, as amended (the "Code"), entitled *Litter control officers; custodial arrest authority; number of officers; powers and duties*, and upon its successful adoption the County Council may appoint and commission as many County code enforcement officers, including, without exception, litter control officers in limited numbers, as may be necessary for the proper security, general welfare, and convenience of the County; and,

WHEREAS, due to the aforementioned, the County Council finds that there is a need to amend the Code of Ordinances to provide for the adoption of Section 4-9-145 of the Code to provide the County the ability to appoint and commission as many County code enforcement officers and litter control officers as may be necessary for the proper security, general welfare, and convenience of the County; and,

WHEREAS, it has also come to the attention of the County Council that State law authorizes counties to adopt by ordinance Section 56-7-80 of the Code, entitled *County or municipal uniform ordinance summons*, as part of such Chapter 20, and upon its successful adoption any County law enforcement or County commissioned code enforcement officer is authorized to use a uniform ordinance summons for the enforcement of County laws; and,

WHEREAS, due to the aforementioned, the County Council further finds that there is also a need to amend the Code of Ordinances to provide for the adoption of Section 56-7-80 of the Code to provide any County law enforcement or County commissioned code enforcement

officer the authority to use a uniform ordinance summons for the enforcement of County laws. An example of a uniform ordinance summons which may be used as a guideline for uniform ordinance summonses in the County is attached hereto as **Exhibit A**, and it is hereby incorporated by reference as fully as if set forth verbatim herein; and,

WHEREAS, due to the aforementioned, the County Council further finds that the appropriate place to codify the newly enacted provisions adopting Section 4-9-145 of the Code and Section 56-7-80 of the Code, is in the currently existing Chapter 20 of the Code of Ordinances, entitled *Offenses And Miscellaneous Provisions*; and,

WHEREAS, due to the foregoing, the County Council further finds, for simplicity and to clarify the guidelines, procedures, and laws set forth in the Code of Ordinances applicable to County government, there is a need to amend and rewrite the entirety of the currently existing Chapter 20 of the Code of Ordinances, and replace it with a rewritten and renamed Chapter 20 of the Code of Ordinances, to be entitled *Law Enforcement*, which will include the newly enacted provisions adopting Section 4-9-145 and Section 56-7-80 of the Code. A copy of the rewritten and renamed Chapter 20 of the Code of Ordinances is attached hereto as **Exhibit B**, and it is hereby incorporated by reference as fully as if set forth verbatim herein; and,

WHEREAS, based on the totality of the above findings of fact, the County Council hereby desires to amend the Code of Ordinances to: first (1) adopt Section 4-9-145 of the Code; second (2) adopt Section 56-7-80; and third (3) amend the currently existing Chapter 20 of the Code of Ordinances, to amend rewrite, and rename the entirety of the currently existing Chapter 20 of the Code of Ordinances, and replace it with the rewritten and renamed Chapter 20 of the Code of Ordinances, which will include the newly enacted provisions, adopting Section 4-9-145 of the Code and Section 56-7-80 of the Code:

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

1. It is the specific intent of the County Council to enact this Ordinance in accordance with, and empowered by, the Constitution and general laws of the State.
2. The statements of fact and policy from the preamble of this Ordinance are hereby adopted as findings of fact by the County Council, in their entirety, and they are hereby adopted by reference as part of the ordaining language of this Ordinance, as fully as if set forth verbatim herein.
3. The County hereby adopts Section 4-9-145 of the Code, entitled *Litter control officers; custodial arrest authority; number of officers; powers and duties*.
4. The County hereby adopts Section 56-7-80 of the Code, entitled *County or municipal uniform ordinance summons*. **Exhibit A** to this Ordinance is an example of a uniform ordinance summons which may be used as the guideline for uniform ordinance summonses in the County, and it is hereby incorporated by reference as fully as if set forth verbatim herein.

5. The entire content of the currently existing Chapter 20 of the Code of Ordinances, entitled *Offenses And Miscellaneous Provisions*, is hereby amended, rewritten, and replaced in its entirety with the rewritten and renamed Chapter 20 of the Code of Ordinances, now entitled *Law Enforcement*, which includes the newly enacted provisions adopting Section 4-9-145 of the Code, and Section 56-7-80 of the Code. A copy of the rewritten and renamed Chapter 20 of the Code of Ordinances is attached hereto as **Exhibit B**, and it is hereby incorporated by reference as fully as if set forth verbatim herein.
6. The County Administrator, upon the advice and recommendation of the County Attorney, is hereby authorized and directed to take any and all actions required of the County, or that he may deem desirable in his sole discretion, to give effect to the acts of the County Council as contemplated herein.
7. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination should not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
8. All ordinances, orders, resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in **Exhibit A** or **Exhibit B** attached hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior County acts, actions, or decisions of the County or the County Council, in any regard, except as explicitly and specifically stated herein.
9. All other terms, provisions, sections, and contents of the Code of Ordinances not specifically affected hereby shall remain in full force and effect.
10. This Ordinance shall take effect, and be in full force and effect, from and after the third reading and the public hearing and enactment by the County Council in accordance with the County Code.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Ordained in meeting, duly assembled, this _____ day of _____, 2014.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: September 2, 2014
Second Reading: _____
Third Reading: _____
Public Hearing: _____

EXHIBIT A

Page One of Three

UNIFORM ORDINANCE SUMMONS NO. _____

COUNTY/CITY OF _____ VERSUS _____

Last Name First Name Middle Name

Street Address City State Zip Code

Birth Date Race Sex Ht. Wt. Hair Eyes

YOU ARE SUMMONED TO APPEAR BEFORE THE COURT

Magistrate A.M.
 Municipal Judge P.M.

Trial Date Trial Time

Street Address Room City SC Zip Code

Mailing Address (if different) City Zip Code

FOR A TRIAL CONCERNING VIOLATION OF

County/City of _____

Ordinance Sect. No. Ordinance Description
A.M.
P.M.

Citation Date Citation Time Citation Location
 If different from citation date: A.M.
P.M.

Violation Date Violation Time Violation Location

Issuing Officer City/State Bond Amount

NOTICE TO DEFENDANT

Two hearing officers may file a request to:

1. You may be required to provide a bond to appear at the hearing.

2. You may not be able to defend your case in the court unless you have met the requirements for a trial date.

3. You may not be able to provide a partial payment, voucher, check, or certified check in the amount shown on this summons. DO NOT SEND CASH OR PERSONAL CHECKS THROUGH THE MAIL. Check on money order. It will be made payable to _____ by the court. The sum is in full and does not include a fee for the court. If you are unable to provide the amount, you may be held in contempt of court and a warrant may be issued for your arrest.

4. If you fail to appear at the hearing, you may be held in contempt of court and a warrant may be issued for your arrest. You may be held in contempt of court if you make a request to appear at the hearing and you do not appear.

The court may impose a fine which is greater than the amount of bond shown on this summons. If you do not appear at the hearing, you may be held in contempt of court and a warrant may be issued for your arrest.

FAILURE TO APPEAR BEFORE THE COURT WITHOUT FIRST HAVING PROVIDED BOND OR WITHOUT HAVING BEEN GRANTED A CONTINUANCE BY THE COURT IS A VIOLATION OF THE SUMMONS WHICH MAY BE PUNISHED BY A FINE OR UP TO 30 DAYS IN COUNTY JAIL FOR UP TO 30 DAYS.

DEFENDANT COPY © Copyright, 2002, 2003
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EXHIBIT A

Page Two of Three

UNIFORM ORDINANCE SUMMONS NO. _____			
COUNTY/CITY OF _____		VERSUS	
Last Name	First Name	Middle Name	
Street Address	City	State	Zip Code
Birth Date	Race	Sex	Ht. Wt. Hair Eyes
YOU ARE SUMMONED TO APPEAR BEFORE THE			
<input type="checkbox"/> Magistrate			A.M. <input type="checkbox"/>
<input type="checkbox"/> Municipal Judge			P.M. <input type="checkbox"/>
	Trial Date	Trial Time	
Street Address	Room	City	
Mailing Address (if different)		City	SC Zip Code
FOR A TRIAL CONCERNING VIOLATION OF			
County/City of _____			
Ordinance Sec. No.	Ordinance Description		
	A.M. <input type="checkbox"/>		
	P.M. <input type="checkbox"/>		
Citation Date	Citation Time	Citation Location	
If different from citation date:			
	A.M. <input type="checkbox"/>		
	P.M. <input type="checkbox"/>		
Violation Date	Violation Time	Violation Location	
Issuing Officer	Title/Rank	\$ Bond Amount	
\$	Bond Received	Date	Received by
Presiding Judge	Disposition Date		
Defendant	<input type="checkbox"/> Did Not	<input type="checkbox"/> Did Appear	
<input type="checkbox"/> Forfeited Bond	<input type="checkbox"/> Dismissed	<input type="checkbox"/> Nolle Prosequi	
<input type="checkbox"/> Pled Guilty	<input type="checkbox"/> Nolo Contendere		
<input type="checkbox"/> Bench Trial	<input type="checkbox"/> Jury Trial	<input type="checkbox"/> Guilty	<input type="checkbox"/> Not Guilty
\$	\$	\$	\$
Fine Imposed	Suspended	Assessments	Total Collected
Jail Term	Suspended	Committed to	
Certified Correct by _____		Date _____	
COURT COPY		<small>© Copyright, SCAC, 7/23/92 ALL RIGHTS RESERVED</small>	

EXHIBIT A

Page Three of Three

UNIFORM ORDINANCE SUMMONS NO. _____							
COUNTY/CITY OF _____				VERSUS			
Last Name		First Name		Middle Name			
Street Address			City	State	Zip Code		
Birth Date	Race	Sex	Ht.	Wt.	Hair	Eyes	
YOU ARE SUMMONED TO APPEAR BEFORE THE							
<input type="checkbox"/> Magistrate						A.M.	<input type="checkbox"/>
<input type="checkbox"/> Municipal Judge						P.M.	<input type="checkbox"/>
		Trial Date		Trial Time			
Street Address		Room		City			
Mailing Address (if different)				City	State	Zip Code	
FOR A TRAIL CONCERNING VIOLATION OF							
County/City of _____							
Ordinance Sec. No.		Ordinance Description					
						A.M.	<input type="checkbox"/>
						P.M.	<input type="checkbox"/>
Citation Date		Citation Time		Citation Location			
If different from citation data:							
						A.M.	<input type="checkbox"/>
						P.M.	<input type="checkbox"/>
Violation Date		Violation Time		Violation Location			
Issuing Officer		Title/Rank		Bond Amount			
Bond Received		Date		Received by			
Presenting Judge		Disposition Date					
Defendant		<input type="checkbox"/> Did Not		<input type="checkbox"/> Did Appear			
<input type="checkbox"/> Forfeited Bond		<input type="checkbox"/> Dismissed		<input type="checkbox"/> No Prosequi			
<input type="checkbox"/> Pled Guilty		<input type="checkbox"/> No Contention					
<input type="checkbox"/> Bench Trial		<input type="checkbox"/> Jury Trial		<input type="checkbox"/> Guilty		<input type="checkbox"/> Not Guilty	
Fines Imposed		Suspended		Assessments		Total Collected	
Jail Term		Suspended		Committed to			
Certified Correct by _____				Date _____			
ORIGINAL COPY © Copyright 1994, 1999 ALL RIGHTS RESERVED							

EXHIBIT B

Rewritten and renamed Chapter 20, entitled *Law Enforcement of the Oconee County Code of Ordinances*, adopted as of _____, 2014 by Ordinance 2014-20.

"Chapter 20 - LAW ENFORCEMENT"

ARTICLE I. OFFENSES AND MISCELLANEOUS PROVISIONS

Sec. 20-1. Worthless check unit.

- (a) It is agreed by and between the Solicitor of the 10th Judicial Circuit (the "solicitor") and Oconee County, South Carolina (the "county"), a body politic and corporate, and a political subdivision of the State of South Carolina, acting by and through the county governing body of the County ~~of Oconee~~, the Oconee County Council (the "county council"), and, for purposes of the execution and implementation of this ~~Agreement Section~~, acting by and through the ~~Oconee County~~ Administrator (the "administrator"), that the solicitor ~~may~~ establish ~~an Oconee County~~ a Worthless Check Unit (the "unit"), in ~~Oconee the~~ County, for the purpose of processing worthless checks and to assist the victims of worthless check cases in the collection of restitution in the County ~~of Oconee~~. The establishment of this unit is pursuant to and in accordance with S.C. Code 1976, § 17-22-710, as amended ~~(the "code")~~.
- (b) The solicitor ~~may~~ establish and implement a fee schedule in accordance with the provisions contained in S.C. Code 1976, § 17-22-710.
- (c) The ~~amount of \$41.00, which is the~~ amount of allowable administrative costs contained in S.C. Code 1976, § 34-11-70(c) ~~of the Code, at any given time, must be added to the~~ ~~worthless check~~ unit fee, collected, and remitted monthly to the county treasurer for deposit in the county general fund.
- (d) All fees, other than court costs and the allowable administrative costs addressed herein, shall be collected and transferred monthly to an account maintained by the ~~Oconee County~~ Treasurer, known as the worthless check fund, to be created, maintained, and drawn upon under and pursuant to S.C. Code 1976, § 17-22-710(B), which shall be applied first to defray the costs of operation of the ~~worthless check~~ unit and the balance to pay for the normal operating expenses of the solicitor's office.
- (e) ~~During the initial three years of operation, on all collected check cases, one-half~~ One-half of the administrative costs collected pursuant to subsection 34-11-70(c) and this ~~agreement Section~~ shall automatically be transferred by the ~~Oconee County~~ Treasurer from the county general fund to the solicitor's worthless check fund, monthly, for the use of the solicitor in the establishment of the ~~worthless check~~ unit, as directed by the solicitor, in accordance with the law. The balance of the administrative costs will remain deposited with the county general fund.

- (f) All funds collected and deposited into the worthless check fund shall be applied first to defray the costs of operation of the ~~worthless-check~~ unit. The solicitor may use the balance, if any, to pay the normal operating expenses of the solicitor's office.
- (g) The funds generated pursuant to S.C. Code 1976, § 17-22-710, and this ~~agreement~~ Section shall not be used to reduce the amount otherwise budgeted by the county to the solicitor's office.
- (h) Withdrawals from the worthless check fund shall be made only at the request of the solicitor.
- (i) The solicitor shall maintain an account for the purpose of collection and disbursement of restitution funds collected for the benefit of the victims of the worthless check crimes for which the money was collected. The ~~worthless-check~~ unit shall disburse to the victim all restitution collected in connection with the original complaint filed.
- (j) If the victim cannot be located after a reasonable time, not to exceed one (1) year after completion or termination of the applicable case from the ~~worthless-check~~ unit and upon diligent efforts to locate him, the restitution collected for the victim must be transferred to the general fund of the county. Any claims for restitution funds already transferred to the general fund of the county pursuant to this ~~subsection of this agreement~~ Section shall be the responsibility of the county and, if paid, shall be paid from the general fund of the county.

~~That this agreement shall take effect on the date that it is signed and shall be for the term of three years from that date. This agreement shall be automatically renewed each year thereafter, on the annual anniversary date of its original execution, except both parties reserve the right to cancel this agreement at any time upon 90 days written notice given to the other.~~

Sec. 20-2. Solicitation on highway right-of-way and medians.

(a) *Purpose of section.* The purpose of this section is to prevent danger to persons and property, to prevent delays, and to avoid interference with the traffic flow. Intersections that have center medians often are designed to deal with specific traffic flow problems. Any delay or distractions may interfere with traffic planning. Persons standing near intersections and near traffic lights to contact drivers or passengers in vehicles that are passing or that are temporary stopped due to traffic lights, may interfere with such traffic planning.

(b) *Scope.* This section shall apply to all county, state and federal roadways located within the unincorporated areas of the county.

(c) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Center median means any area in the middle of any street, road or highway, designed to provide a barrier to keep traffic on one side of the street from going onto the other side of the street, in the unincorporated areas of the County. A center median may be a raised concrete strip or a grass strip.

Highway means any paved or gravel road that is maintained by any county, state or federal agency, in the unincorporated areas of the County.

(d) *Prohibited acts.*

(1) No person shall stand or stay on any center median, for the purpose of soliciting contributions of any kind for an organization. No person shall stand or stay on the center median strip for the purpose of selling, offering for sale, or advertising any product, property, or service.

(2) Center medians shall only be used by people on foot for one of the following purposes:

a.) To deal with an emergency situation.

b.) A pedestrian crossing a street or highway may remain on the center median until it is safe to proceed.

c.) No person shall stand within the right-of-way on the side of any street, highway or road, in the unincorporated area of the County, for the purposes of soliciting contributions of any kind for an organization. No person shall stand on the right-of-way, at the side of any street, road, or highway, in the unincorporated area of the County, for the purpose of selling, offering to sell, or advertising any product, property or service.

~~(c) Penalty for violation of section. Any person violating any provisions of this section shall first be warned to cease and desist. After a warning, any person violating any provision of this section shall, upon conviction, be punished in accordance with section 1-7. Any person who is found guilty by a court of competent jurisdiction of violating the provisions of this Section shall be subject to the penalties set forth in Section 1-7 of the Oconee County Code of Ordinances, entitled *General penalty, continuing violations*, except where specific penalties are expressly authorized or required by the South Carolina Code of Laws, 1976, as amended.~~

Sec. 20-3. Signs on county and highway rights-of-way designating a crime watch area.

(a) *Purpose.* The purpose of this section is to authorize the state department of transportation to erect, on county and highway rights-of-way outside and beyond the municipal city limits, signs designating a community as a crime watch area, pursuant to state statute.

(b) *Authorization.* The county sheriff, upon request of the citizens of a rural community located within its boundaries, may designate an area as a "crime watch area," and, upon such designation, the chief administrative officer is authorized to coordinate and cooperate with personnel of the state department of transportation in erecting suitable signs denoting such area as a crime watch area within the policy and procedures of the state department of transportation.

Sec. 20-4. Drug paraphernalia—Prohibited acts, definitions, factors, exceptions, and penalties.

(a) It shall be unlawful for any person to advertise for sale, manufacture, possess, sell, or deliver drug paraphernalia, in the unincorporated area of the County. The following terms, when used in this ~~article~~Section, shall have the meanings ascribed to it in this section, except where the context clearly indicates a different meaning:

Deliver or delivery shall mean the actual, constructive, or attempted transfer of a controlled drug or drug paraphernalia whether or not there exists an agency relationship.

Drug paraphernalia shall mean any instrument, device, article, or contrivance used, designed for use, or actually intended by the user(s) described herein, for using, ingesting, smoking, administering, or preparing marijuana, hashish, hashish oil, heroin, cocaine, crack, crank or any other illegal drug or illegal controlled substance.

or actually intended by the user(s) described herein, to facilitate as described above the unlawful use or abuse of lawful drugs or lawful controlled substances.

(b) Drug paraphernalia may include, but is not limited to:

- (1) Metal, wooden, acrylic, glass, stone, plastic or ceramic marijuana or hashish pipes with or without screens, permanent screens, hashish heads or punctured metal bowls;
- (2) Water pipes designated for use or intended for use with marijuana, hashish, hashish oil, cocaine, or other controlled substances;
- (3) Carburetion tubes and devices;
- (4) Smoking and carburetion masks;
- (5) Roach clips;
- (6) Separation gins designed for use or intended for use in cleaning marijuana;
- (7) Cocaine spoons and vials;
- (8) Chamber pipes;
- (9) Carburetor pipes;
- (10) Electric pipes;
- (11) Air-driven pipes;
- (12) Chilams;
- (13) Bong;
- (14) Ice pipes or chillers;
- (15) Heroin spoons; or spoons used in the same manner for other controlled substances;
- (16) Pill presses and other mechanical devices used to convert controlled substances into a form which can be ingested;
- (17) Blotter paper, or any other material which is saturated with, or intended to be saturated with a controlled substance;
- (18) Scales, measuring spoons, measuring cups, or any pharmaceutical measuring device;
- (19) Crack pipes, or any device fashioned to be a crack pipe or for meth;
- (20) Any part of a hypodermic needle or syringe except as may be authorized by the laws of the State of South Carolina; and
- (21) Cigars hollowed out for use or intent of use with marijuana.

(c) See ~~24-5~~ Factors determining drug paraphernalia

In determining whether an object is drug paraphernalia, a court of competent jurisdiction shall consider in addition to all other logically relevant factors, the following:

- (1) The statements by an owner or by anyone in control of the object concerning its use;
- (2) The proximity of the object to controlled substances;
- (3) The existence of any residue of controlled substances on the object;
- (4) Direct or circumstantial evidence of the intent of an owner, or of anyone in control of the object, to deliver it to persons whom he knows, or should reasonably know, intend to use the object to facilitate a violation of this article. The innocence of an owner or of anyone in control of the object, as to a direct violation of this article shall not prevent a finding that the object is intended for use or designed for use as drug paraphernalia;
- (5) Instructions, oral or written, provided with the object concerning its use;
- (6) Descriptive materials accompanying the object which explain or depict its use;

- (7) National or local advertising concerning its use;
- (8) The manner in which the object is displayed for sale;
- (9) Whether the owner, or anyone in control of the object, is a legitimate supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products;
- (10) Direct or circumstantial evidence of the ratio of sales of the object(s) to the total sales of the business enterprise; and
- (11) The existence and scope of legitimate use for the object in the community.

~~Sec. 20-6.~~

(d) Exceptions.

The provisions of this article shall not apply to the manufacture, sale, distribution or advertisement of any product or object designed and sold primarily for scientific research, industrial, veterinary, educational, or agricultural purpose, or for bona fide medical or clinical use.

~~Sec. 20-7.~~

(e) Penalty for violation.

Any person who is found guilty by a court of competent jurisdiction of violating the provisions of this ~~article~~ Section shall be subject to the penalties set forth in Section 1-7 of the Georgetown Code of Ordinances, entitled *General penalty; continuing violations*, except where specific penalties are expressly authorized or required by the South Carolina Code of Laws, 1976, as amended.

~~Secs. 20-8 – 20-100~~ Sec. 20-5 – 20-19. Reserved.

ARTICLE II. HOME DETENTION PROGRAM

~~Sec. 20-10+20-20.~~ Establishment.

(a) A home detention program is hereby established in ~~Georgetown~~ the County as an alternative ~~in~~ for the Georgetown Detention Center in accordance with the Home Detention Act of 1990-[S.C. Code ~~Section~~ 1976, § 24-13-1510, *et. seq.*, as amended]

(b) In accordance with S.C. Code 1976, § 24-13-1530, an electronic and non-electronic home detention program ~~may~~ be used by any court in the County having criminal or juvenile jurisdiction to sentence an individual to incarceration and whose sentences do not place them in the custody of the state department of corrections. The home detention program established by this Article will be an alternative for low risk, non-violent adults and juvenile offenders who are selected by the court and who comply with the regulations and program guidelines adopted by the County in accordance with this Article. This program may also apply to pretrial or pre-adjudicatory detention, community corrections [diversion] and work release.

(c) The home detention program hereby established in the County shall comply with all applicable state and local laws and regulations, including but not limited to, S.C. Code 1976, § 24-13-1510, *et seq.*, as amended, and minimum standards for local detention facilities in South Carolina. The County Sheriff, as the detention facility administrator, or his designee, shall establish guidelines,

policies, procedures, rules and regulations for the home detention program. The Sheriff or his designee shall be responsible for implementation and administration of the program.

Sec. 20-21 – 20-29, Reserved.

ARTICLE III. COUNTY COMMISSIONED OFFICERS

Sec. 20-30. County Commissioned Officers.

- (a) Except as provided in this Article, the County Council may appoint and commission by resolution, as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County. Such officers shall be vested with all the powers and duties inherent in the general police power of the County pursuant to S.C. Code 1976, § 4-9-25, as well as that conferred by law upon constables in addition to duties imposed upon them by the County Council. However, no code enforcement officer commissioned under this Article may exercise the power of custodial arrest with respect to his primary duties of enforcement of litter control laws and ordinances and other state and local laws and ordinances as may arise incidental to the enforcement of his primary duties, unless the officer has been certified as a law enforcement officer with the power of custodial arrest under South Carolina law. In the absence of an arrest for a violation of the litter control laws and ordinances, a code enforcement officer authorized to exercise the power of arrest pursuant to this Article may not stop a person or make an incidental arrest of a person for a violation of other state and local laws and ordinances.
- (b) The number of code enforcement officers vested with custodial arrest authority who are appointed and commissioned in accordance with this Article must not exceed the greater of:
- 1) The number of officers appointed and commissioned by the County on July 1, 2001;
 - or
 - 2) One officer for every twenty-five (25,000) persons in the County, based upon the 2000 census.
- (c) Code enforcement officers may exercise their powers on all private and public property located within the County.

Sec. 20-31. Qualifications.

All candidates shall meet the minimum qualifications of law enforcement officers as established by the statutory and decisional law of state of South Carolina.

Sec. 20-32. Effect of Authority.

Unless expressly provided by law and consented to by the Sheriff, this Article shall neither alter, change, encumber, nor otherwise affect the duties or authority of the Sheriff of the County, nor shall the Sheriff of the County have direct authority or control over the County commissioned officers.

ARTICLE IV. UNIFORM ORDINANCE SUMMONS ADOPTED

Sec. 20-33. Use Authorized.

The County Council hereby adopts by ordinance and authorizes the use of Uniform Ordinance Summonses as provided in this Article and by S.C. Code 1976, § 56-7-80, for the enforcement of all County ordinances. All County law enforcement officers and County commissioned officers and code enforcement officers are hereby authorized to use the uniform ordinance summons, as provided in this Article, and to prosecute offenses which each charges, personally, by uniform ordinance summons, in the magistrates courts of the County.

Sec. 20-34. Office Designated For Printing, Distributing, Auditing.

The County regulatory compliance office is hereby designated as the responsible office, with the requisite authority and responsibility for printing, distributing, monitoring, and providing for the auditing of the uniform ordinance summonses to be used by County departments and offices. In fulfilling this obligation, the regulatory compliance office, headed by the regulatory compliance officer, will ensure that adequate summons forms are provided to and made available for other County departments needing such summons forms, including but not limited to the County building and codes department and the County animal control department.

Sec. 20-35. Restrictions On Use.

The County uniform ordinance summons may not be used to perform a custodial arrest. No County or other ordinance which regulates the use of motor vehicles on the public roads of the County may be enforced using the County uniform ordinance summons.

Sec. 20-36. Information Contained In Citations; Numbering.

- (a) The County uniform ordinance summons must cite only one violation per summons and must contain at least the following information:
- 1) The name and address of the person or entity charged;
 - 2) The name and title of the issuing officer;
 - 3) The time, date and location of the hearing authorized for the offense charged;
 - 4) A description of the ordinance, by number and/or name or title or description, the person or entity is charged with violating;
 - 5) The procedure to post bond; and
 - 6) Any other notice or warning otherwise required by law.
- (b) The uniform ordinance summonses must be consecutively and discretely numbered. The uniform ordinance summonses must be audited as part of the annual independent audit required by S.C. Code 1976, § 4-9-150, and a separate copy of each audit must be furnished to the County Administrator.
- (c) Exhibit A to this Article and to the County ordinance establishing this Article is an example of a uniform ordinance summons which complies with the foregoing and which may be used as the guideline for uniform ordinance summonses authorized by this Article. Compliance with this Article, however, is not limited to an exact duplication of Exhibit A, which is

provided for illustration and exemplar purposes only. Exhibit A is not printed herein but is on file and available in the County offices.

Sec. 20-37. Jurisdiction For Hearing.

Service of County uniform ordinance summons vests all County magistrates with jurisdiction to hear and dispose of the charge for which the uniform ordinance summons was issued and served.

Sec. 20-38. Personal Cognizance To Comply With Terms.

Any law enforcement officer or County commissioned officer or code enforcement officer who serves a County uniform ordinance summons must allow the person served to proceed without first having to post bond or to appear before a magistrate or municipal judge. Acceptance of a County uniform ordinance summons constitutes a person's recognition to comply with the terms of the summons.

Sec. 20-39. Failure To Appear.

Any person who fails to appear before the court as required by an ordinance summons, without first having posted such bond as may be required or without having been granted a continuance by the court, is guilty of a misdemeanor and, upon conviction, must be fined not more than two hundred dollars (\$200) or imprisoned for not more than thirty (30) days. Any law enforcement agency processing an arrest made pursuant to this subsection must furnish such information to the State Law Enforcement Division as required by S.C. Code 1976, § 23-3-10, et. seq., as amended.

Sec. 20-40. Other Enforcement Means.

This Article does not prohibit the County from enforcing its ordinances by any other means otherwise authorized by law.

Sec. 20-41 - 20-101. Reserved.**

8/19/14

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: Sept. 2, 2014
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Formal Presentation of proposed Oconee County Millage for Tax Year 2014

BACKGROUND DESCRIPTION:

Millage approval required to fund FY 2015 for 1) Oconee County and The School District of Oconee County operational budgets to include Tri-County Tec and other such special projects such as Economic Development and Bridges and Culverts 2) and bond payments for the County and SDOC 3) Keowee Fire District Millage.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

N/A

FINANCIAL IMPACT [Brief Statement]:

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

Approved by : _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

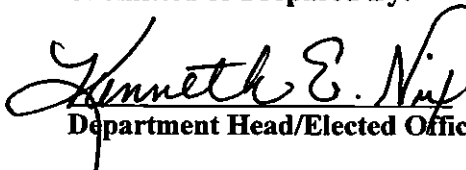
Approved by : _____ **Grants**

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

Millage is set in September to provide tax calculations for timely processing of tax notices beginning in October as set forth by the SC Department of Revenue.

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.

Tax Year 2014 Millage Proposal



Oconee County
SDOC
Keowee Key Dist. 17

Ken Nix - Oconee County Auditor

Proposed Millage

- Oconee County = 73.9
- SDOC = 142.1
- Total = 216.0

- Increase of 1.0 Mill from 2013

County	
Operating	= 57.6
Emergency Services	= 2.9
Economic Development	= 2.2
Bridges & Culverts	= 1.0
Roads Maintenance	= 2.1
Tri-County Tech	= 2.1
Debt Service	= <u>6.0</u>
Total	= 73.9
No Millage Increase / No Change	

SDOC	
SDOC Operating	= 111.1
Debt Service	= <u>31.0</u>
Total	= 142.1
Increase of 1.0 Mill	

Total Millage

- Tax Year 2013 = 215.0 Mills
- Tax Year 2014 = 216.0 Mills
- Increase = 1.0 Mill

Keowee Fire District Millage Recommendation

14.5 Mills

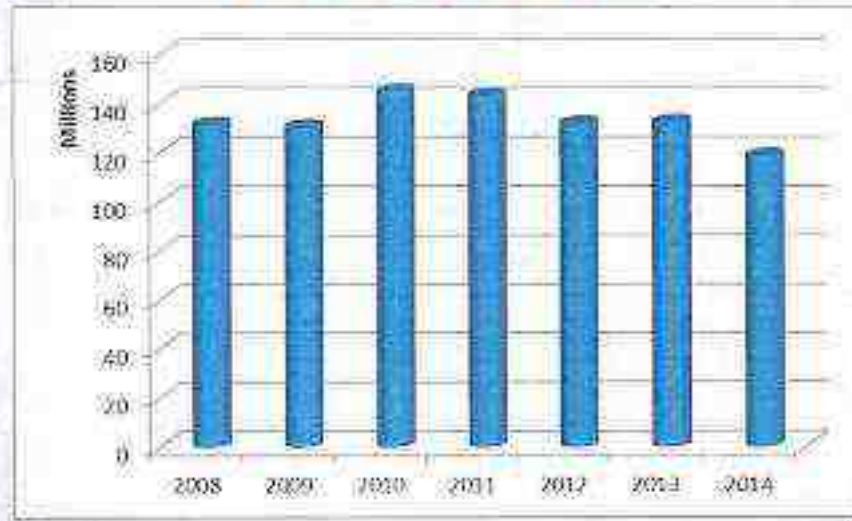
Assessed Value / Mill Value

- County - \$498,012,012
 - Co. Mill = \$498,012
- SDOC - \$515,172,332
 - SDOC Mill = \$515,172

Duke Energy

- \$118.6 vs \$132.5 Million or Decrease of \$13.9 Million
- Industrial Abatement Decreased \$4.4 Million so net AV Decrease of \$9.5 Million
- We Could Have Seen a 2 Mill Overall Decrease if they had stayed the same.

Duke's Trend



2013 Versus 2014 Tax Dollars Due

NON-RESIDENTIAL PROPERTY

Tax Year	Home Value	Rate	Assessment	Millage	Taxes	Less School Operating Millage	Homestead Exemption	Estimated Tax Due
2013	\$125,000.00	6%	\$ 6,000.00	21.0	\$ 1,260.00	-	-	\$ 1,260.00
2014	\$125,000.00	6%	\$ 6,000.00	21.0	\$ 1,260.00	-	-	\$ 1,260.00
DIFFERENCE (INCREASE / DECREASE) IN TAX								
								\$ 0.00

RESIDENTIAL PROPERTY (NO HOMESTEAD EXEMPTION)

Tax Year	Home Value	Rate	Assessment	Millage	Taxes	Less School Operating Millage	Homestead Exemption	Estimated Tax Due
2013	\$100,000.00	4%	\$ 4,000.00	35.7	\$ 1,428.00	\$ (110.00)	-	\$ 1,318.00
2014	\$100,000.00	4%	\$ 4,000.00	36.0	\$ 1,440.00	\$ (110.00)	-	\$ 1,330.00
DIFFERENCE (INCREASE / DECREASE) IN TAX								
								\$ 112.00

RESIDENTIAL PROPERTY WITH HOMESTEAD EXEMPTION

Tax Year	Home Value	Rate	Assessment	Millage	Taxes	Less School Operating Millage	Less Homestead Exemption	Estimated Tax Due
2013	\$100,000.00	4%	\$ 4,000.00	28.5	\$ 1,140.00	\$ (110.00)	\$ (209.50)	\$ 820.50
2014	\$100,000.00	4%	\$ 4,000.00	28.5	\$ 1,140.00	\$ (110.00)	\$ (209.50)	\$ 820.50
DIFFERENCE (INCREASE / DECREASE) IN TAX								
								\$ 0.00

2013 Versus 2014 Tax Dollars Due								
NON-RESIDENTIAL PROPERTY								
Tax Year	Home Value	Non-Resident Rate	Assessment	Millage	Taxes	Less School Operating Millage	Homestead Exemption	Estimated Tax Due
2013	\$256,000.00	4%	\$ 10,240.00	215.0	\$ 2,215.00	-	-	\$ 2,215.00
2014	\$256,000.00	4%	\$ 10,240.00	216.0	\$ 2,216.00	-	-	\$ 2,216.00
DIFFERENCE (INCREASE / DECREASE) IN TAX				1.0				\$ 1.00
RESIDENTIAL PROPERTY (NO HOMESTEAD EXEMPTION)								
Tax Year	Home Value	Resident Rate	Assessment	Millage	Taxes	Less School Operating Millage	Homestead Exemption	Estimated Tax Due
2013	\$250,000.00	4%	\$ 10,000.00	215.0	\$ 2,150.00	\$ (1,110.00)	-	\$ 1,040.00
2014	\$250,000.00	4%	\$ 10,000.00	216.0	\$ 2,160.00	\$ (1,110.00)	-	\$ 1,050.00
DIFFERENCE (INCREASE / DECREASE) IN TAX				1.0				\$ 10.00
RESIDENTIAL PROPERTY WITH HOMESTEAD EXEMPTION								
Tax Year	Home Value	Resident Rate	Assessment	Millage	Taxes	Less School Operating Millage	Less Homestead Exemption	Estimated Tax Due
2013	\$250,000.00	4%	\$ 10,000.00	215.0	\$ 2,150.00	\$ (1,110.00)	\$ (202,800)	\$ 35.00
2014	\$250,000.00	4%	\$ 10,000.00	216.0	\$ 2,160.00	\$ (1,110.00)	\$ (202,800)	\$ 35.00
DIFFERENCE (INCREASE / DECREASE) IN TAX				1.0				\$ -


Highpointe / Pointe West

- 2014 Bond Payment - \$320,301
- Current Anticipated Tax Revenue - \$925,285
- Total Funds Reserved - \$1,677,288
- 2014 Growth \$11 Million or \$142,423 in New Tax Money

CITY MILLAGE

City	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2014 % Change
Salem	32.4	32.4	32.4	34.9	36.4	+30%
Seneca	52.3	52.3	52.3	55.3	55.3	0.00%
Walhalla	84.0	84.0	84.0	84.0	84.0	0.00%
West Union	41.3	42.0	45.0	46.0	46.0	0.00%
Westminster	90.7	90.7	90.7	90.7	97.3	7.28%

Tax Year 2014



Questions?

Tax Year 2014



Motion for:

Oconee County

SDOC

Keowee Key Dist. 17

Oconee County, South Carolina
Approved Millage Rates for Fiscal Year 2014-2015

I. County	Incorporated Mills	Unincorporated Mills
County Operations	57.6	57.6
Emergency Operations	N/A	2.9
Economic Development	2.2	2.2
Bridges/Culverts	1.0	1.0
Road Maintenance	2.1	2.1
County Refunding Bond	1.4	1.4
County Jail Bond	3.7	3.7
Echo Hill Bond	0.9	0.9
Tri County Operations	2.1	2.1
Total County	<u>71.0</u>	<u>73.9</u>
II. School		
School Operations	<u>110.1</u>	<u>110.1</u>
School Bonds:		
2006 School	2.4	2.4
2007 School	3.2	3.2
2009 A School	1.4	1.4
2009 B/98 School	1.1	1.1
2009 C School	3.0	3.0
2010 School	2.1	2.1
2011 School	1.5	1.5
2012 School	2.9	2.9
2013 School	1.2	1.2
2014 School	12.2	12.2
Total School Bonds	<u>31.0</u>	<u>31.0</u>
Total School	<u>141.1</u>	<u>141.1</u>
Grand Total Mills	<u>212.1</u>	<u>215.0</u>

Proposed by:


Kenneth E. Nix
Oconee County Auditor

Approved by Oconee County Council
September 02, 2014


Joel Thrift
Oconee County Council Chairman



Boards & Commissions

	State / OC Code Reference	Reps [0X-At Large]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Paul Corbeil	Wayne McCall	Paul Cain	Joel Thrift	Reg Dexter		
							2010-2014	2013-2016	2010-2014	2013-2016	2013-2016	2010-2014	2013-2016
							District I	District II	District III	District IV	District V	At Large	At Large
Aeronautics Commission	2-262	5 - 2	YES	2X	YES	Jan - June 2013	Randy Renz [1]	David Bryant [1]	Edward Perry [1]	Dan Schneider [2]	Ronald Chiles [1]	Thomas Luke [2]	Michael Gray [1]
ON HOLD Pending PRT Director Follow-up													
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - June 2013	Allen Medford [1]	Sammy Lee [2]	Gary Littlefield [1]	Marty McKee [2]	Dick Hughes [2]	Berry Nichols [1]	Paul Reckert [2]
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - June 2013	Roger Mize [2]	Matt Rochester [1]	Bob DuBose [1]	Mike Willimon [2]	Harry Tollison [2]		
Conservation Bank Board	2-381	Appointed by Category		2X	YES	Jan - June 2013	Shea Airey [1]	Andy Lee [2]	Rocky Nation [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [1]	Glenn Buddin [1]
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - June 2013						Allen D. Boggs [1]	Staley Powell [1]
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - June 2013	Daniel Day [2], Ellis Hughes [2], B. Hetherington [1], H. McPheeters [1], A. Champion [2], VACANT				William Caster [1], Maris Jacobson [1], Marie McMahan [1]		
PRT Commission (members up for reappointment one to three stagger)	6-4-25 / 2-381	Appointed by Industry		2X	YES	June 2013	Brian Greer [2], Rosemary Bailes [2], JoAnne Blake [2]			Bobby Wise [1], Rick Lacey [1], David Lavere [1], Mike Wallace [1]			
Planning Commission	6-29-310 / 32-4	5 - 2	YES	N/A	YES	February 2013	Andrea Heller	C. W. Richards	William Gilster	Bud Childress	Ryan Honora	Gwen McPhail	John Lyle
Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr.	June 2014	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1]						
Capital Project Advisory Committee	2-391	CC, PC, Infra, 2 @ lg.	NO	3X	1 yr.	May 2014	Council Representative VACANT , Planning Commission G/McPhail [1], Infrastructure Advisory Representative B/Winchester [1]					Randy Abbott [1]	VACANT
Infrastructure Advisory Commission	34-1	N/A	NO	N/A	NO	January	Council Representative Appointed Annually						
ACOG BOD				N/A	NO	JAN-2013	Council Rep: CC CHAIR or designee (yearly) 2 yr terms Citizen Rep: Bob Winchester, Minority Rep: Bonnie Cunningham						
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open						

[#] - denotes term. [2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.
 [SHADING] = reappointment requested - questionnaire on file | Denotes individual who DOES NOT WISH TO BE REAPPOINTED
 Bold *ITALICS* TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

OCONEE COUNTY BOARD / COMMISSION / COMMITTEE CANDIDATE LISTING

	DX	AT LARGE	Reappoint Request	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	EDUCATION	TOURISM & REC.	Questionnaire Received Date
Faiola, John A.	1								x	July 2014
Kisler, Brad	1						x			July 2014
Lengyel, Edward	1	Yes					x			September 2013
Lockhart, Raymond	1					x	x		x	July 2014
Gilster, William A.	3		Yes				PLAN			July 2014
Noora, Mariam R.	3							x		June 2014
McPhail, Gwen		Yes	Yes				PLAN			July 2014
Pearson, Frankie	4				x		x		x	June 2014
Blair, Gene	5	Yes		x		x	x		x	August 2014
Jimenez, Jennie	5						x	x	x	December 2013
Walker, William	5						x			July 2014

Questionnaires are maintained on file for one year then removed from consideration unless updated by candidate.

Areas of Interest (please check one or more)	Board/Commissions Applicable to Interests
Aeronautics	Aeronautics Commission
Public Safety, Health & Welfare	Anderson-Oconee Behavior Health Services Commission Emergency Services Commission
Regulatory	Building Codes Appeal Board Parks, Recreation & Tourism Commission Board of Zoning Appeals
Planning Activities	Appalachian Council of Governments Board of Directors Board of Zoning Appeals Capital Project Advisory Committee Conservation Bank Board Economic Development Commission Planning Commission Scenic Highway Committee
Education	Arts & Historical Commission Library Board
Tourism & Recreation	Arts & Historical Commission Parks, Recreation & Tourism Commission Scenic Highway Committee

NON AGENDA ITEMS



Public Comment

SIGN IN SHEET

September 2, 2014

6:00 PM

Council will hear public comment during this portion of the meeting for Non-Agenda Items. Please Be Advised: Combined the two Public Comment Sessions at this meeting are 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. As stated above, each speaker is restricted to a maximum of four [4] minutes.

Citizens failing to PRINT or list the **NON AGENDA** item they wish to address will not be called upon during this portion of the meeting.

	FULL NAME	NON AGENDA ISSUE
1	JEN TURKETSKY	Re: Re-Zoning LRP 7 RD
2		left before called upon to speak
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

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

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