



Public Comment SIGN IN SHEET

April 5, 2016 ~ ~ ~ 6:00 PM

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	Elsie Cornelius	2016-14- money for Sewer
2	Tom Makovich	2016-04
3	Robert Blumenthal	Intro of Detention Center Exp.
4	Ben Twardzik	Ball Creeper & ordinances 1st Reading
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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 Commissions appointed by Council should do so in an appropriate manner.



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Zoning Code Enforcement

The Charleston County Zoning and Planning Department responds to community concerns regarding zoning and litter, investigates zoning and litter violations, and ensures community compliance with the following County ordinances

How Do I File A Complaint?

It is important to include the following in your complaint:

- The type of violation occurring.
- The address (including zip code) and/or the parcel identification number (also called the TMS#) for the location of the violation. Failure to provide this information may delay the investigative process.
- Contact information for the owner/tenant at the location of the violation, if you have this information.
- Can the violation be observed from the public right of way? (Yes or No)
- Will you provide access to the inspector, if necessary? (Yes or No)
- Is there a history of illegal activity (e.g. drugs, assaults, etc.) occurring at the location of the violation? If yes, what kind?
- Are there any loose pets on the subject property? if yes, what kind?
- Your information (name, phone number and address).

You have the option to submit an anonymous complaint, however, if you do not provide sufficient information, then we may not be able to respond effectively to your request or the investigation may be significantly delayed. Additionally, if you are aware that more than one person is concerned about a specific issue, we would respectfully request a joint complaint from those persons instead of several individual complaints about the same issue.



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

April 5, 2016

6:00 p.m.

Ordinance 2016-05 "AN ORDINANCE AMENDING CHAPTER 32, ARTICLE 2, OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO SEXUALLY ORIENTED BUSINESSES, ONLY; AND OTHER MATTERS RELATED THERETO"

Ordinance 2016-06 "AN ORDINANCE AMENDING CHAPTER 32, ARTICLE 5, OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO GROUP HOME DEVELOPMENTS, ONLY; AND OTHER MATTERS RELATED THERETO"

Ordinance 2016-07 "AN ORDINANCE AMENDING CHAPTER 32, ARTICLE 7, OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO TATTOOING FACILITIES, ONLY; AND OTHER MATTERS RELATED THERETO"

Ordinance 2016-12 "AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF UTILITY CONSTRUCTION AT THE OCONEE INDUSTRY & TECHNOLOGY PARK."

Ordinance 2016-13 "AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO BLUE RIDGE ELECTRIC COOPERATIVE NEAR THE OCONEE REGIONAL AIRPORT FOR THE PURPOSE OF RELOCATING EXISTING ABOVE-GROUND ELECTRICAL LINES TO UNDERGROUND LINES; AND OTHER MATTERS RELATED THERETO"

Ordinance 2015-34 "AUTHORIZING A FEE-IN-LIEU-OF-TAX ARRANGEMENT ON BEHALF OF BAXTER MANUFACTURING, LLC ("COMPANY") PURSUANT TO A FEE-IN-LIEU-OF-TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA ("COUNTY") AND THE COMPANY; AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY; AND OTHER MATTERS RELATING TO THE FOREGOING"

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 should do so in an appropriate manner.

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

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

	Ordinance #	2016-05	2016-06	2016-07	2016-12	2016-13	2015-34
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**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-05**

AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO SEXUALLY ORIENTED BUSINESSES, ONLY; AND OTHER MATTERS RELATED THERETO.

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

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

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

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

WHEREAS, County Council has therefore determined to modify Chapters 32 of the Code of Ordinances, and to affirm and preserve all other provisions of the Code of Ordinances not specifically or by implication amended hereby.

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

1. Article 2 of Chapter 32 of the Code of Ordinances, entitled *Sexually Oriented Businesses*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and hereby incorporated by reference as fully as if set forth verbatim herein.

2. County Council hereby declares and establishes its legislative intent that Attachment A, hereto, as may be amended from time to time, amend Article 2 of Chapter 32 of the Code or Ordinances of the land use performance standards of the County, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be

undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and by Section 4-9-130, South Carolina Code, 1976, as amended.

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

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

6. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Article 2 of Chapter 32, not amended hereby, directly or by implication, shall remain in full force and effect.

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

ORDAINED in meeting, duly assembled, this ____ day of _____, 2016.

ATTEST:

Elizabeth Hulse,

Clerk to Oconee County Council

Paul Cain

Chairman, Oconee County Council

First Reading: March 1, 2016
Second Reading: March 15, 2016
Public Hearing: April 5, 2016
Third Reading: April 5, 2016

ATTACHMENT A
To Ordinance 2016-05

ARTICLE II. SEXUALLY ORIENTED BUSINESSES ^[2]

Sec. 32-41. Purpose and Intent of Article.

Sec. 32-42. Findings of Fact.

Sec. 32-43. Enforcement of Article Provisions.

Sec. 32-44. Definitions.

Sec. 32-45. Permitting Requirements for The Establishment Of Sexually Oriented Businesses Within The Unincorporated Areas of The County.

Sec. 32-46. Enumeration of Permit Requirements.

Sec. 32-47. Issuance of Permit.

Sec. 32-48. Administration and Display of Permits.

Sec. 32-49. Inspection.

Sec. 32-50. Expiration and Renewal of Permit.

Sec. 32-51. Suspension of a Permit.

Sec. 32-52. Revocation of a Permit.

Sec. 32-53. Reissuance of a Permit.

Sec. 32-54. Appeals of Designation as A Sexually Oriented Business; Denial of Permit; Suspension or Revocation of Permit.

Sec. 32-55. Transfer of a Permit.

Sec. 32-56. Permit Requirements of Businesses Operating at the Time This Article is Adopted.

Sec. 32-57. Location of Sexually Oriented Businesses.

Sec. 32-58. Sexually Oriented Businesses, Designated as a Nonconforming Use.

Secs. 32-59—32-90. Reserved.

Sec. 32-41. Purpose and Intent of Article.

It is the purpose of this article to regulate sexually oriented businesses in order to promote the health, safety, and general welfare of the citizens of the County, and to establish reasonable and uniform regulations to prevent the deleterious locating and concentration of sexually oriented businesses within the County. The provisions of this article have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative material, including sexually oriented material. Similarly, it is not the intent or effect of this article to restrict or deny access by adults to sexually oriented materials or expressions that are protected by the First Amendment to the Constitution of the United States of America, or to deny access by the distributor and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent or effect of this article to condone or legitimize any act which is otherwise prohibited and punishable by law.

(Ord. No. 1999-14, § 2.1, 4-4-2000)

Sec. 32-42. Findings of Fact.

- (a) There exists potential for the establishment of sexually oriented businesses in the County, and it is in the interest of the public health, safety, and welfare, of the citizens of the County to provide for minimum standards and regulations for sexually oriented businesses, as well as for the health, safety, and general welfare of the owners, operators, employees, and patrons of such businesses.
- (b) Sexually oriented businesses generate secondary effects which are detrimental to the public health, safety, and welfare. Additionally, sexually oriented businesses are frequently used for unlawful sexual activities, including public sexual indecency, prostitution, and sexual encounters of a casual nature. Such businesses are of particular concern to the community when they are located in close proximity to each other, or close to residences, schools, churches, parks, or playgrounds.
- (c) The concern over sexually transmitted diseases is an additional legitimate concern for the county, which demands reasonable regulation of sexually oriented businesses in order to protect the health and well being of citizens.
- (d) Live entertainment at sexually oriented businesses sometimes involves a considerable amount of bodily contact between patrons and seminude or nude employees and dancers, including physical contact such as hugging, kissing, and sexual fondling of employees or patrons. Many sexually oriented businesses have "couch" or "straddle" dancing, in which employees do such things as sit in a patron's lap, place their sexual organs against a patron while physical contact is maintained, or gyrate in a manner so as to simulate sexual intercourse. Such activity can be defined as obscene and illegal in accordance with S.C. Code 1976, § 16-15-10 et seq. Such behavior can also lead to prostitution and the spread of sexually transmitted diseases. The Planning Commission and County Council of the County recognizes that the prevention of these and similar activities that pose a threat to the health, safety, and general welfare of the citizens of the county is clearly within the police powers of the county. Further, the planning commission and County Council of the County believes that prohibiting contact between performers and patrons at sexually oriented business establishments is a reasonable and effective means of addressing these legitimate governmental interests. Also, the planning commission and County Council of the County recognize that regulating the location of sexually oriented businesses is an additional reasonable and effective means of addressing secondary effects associated with these activities.
- (e) The establishment of a permit process is a legitimate and reasonable means of accountability to ensure that operators of sexually oriented businesses comply with reasonable regulations to facilitate the enforcement of legitimate distancing requirements, and to ensure that operators do not allow their establishments to be used as places of illegal activities or solicitation.
- (f) The location of sexually oriented businesses close to residential areas, schools, churches, parks, or playgrounds leads to the decline in the general welfare of the area, leads to conditions that give rise to crime, and places children in a position such that they are endangered by secondary effects of these activities.
- (g) It is not the intent of this article to suppress speech activities protected by the First Amendment of the Constitution of the United States of America or to place any permissible burden on any constitutionally protected expression or expressive conduct by the enactment of this article. Rather, it is the intent of the county to enact a content neutral regulation that addresses the threats to the public health, safety, and general welfare that are produced by sexually oriented businesses.

(Ord. No. 1999-14, § 2.2, 4-4-2000)

Sec. 32-43. Enforcement of Article Provisions.

- (a) *Penalty; injunction.* A person who is found by a court of law to have operated or have caused to be operated a sexually oriented business without a permit or in any other manner that is in violation of this article is subject to suit for injunctive relief as well as prosecution for criminal violations. Such violations shall be punishable in accordance with section 1-7. Each day a person operates or causes

to be operated a sexually oriented business in a manner that is in violation of this article shall constitute a separate offense.

- (b) *Article regulations in addition to other valid law.* The regulations included in this article are in addition to any other valid laws or regulations of the United States of America, the state or the county. Nothing in this article is intended to or shall be interpreted as invalidating any other laws or regulations. Any penalties imposed by a court of law for the violation of this article shall not interfere with any separate criminal prosecution or penalty levied for any other criminal act.
- (c) *Seeking of relief not limited.* Nothing in this article is intended to or shall be interpreted as limiting the rights of the county, any citizen, or any entity from seeking any relief from any cause for action as proscribed by state law.

(Ord. No. 1999-14, § 2.25, 4-4-2000)

Sec. 32-44. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adult arcade means any place to which the public is permitted or invited wherein coin-operated, slug-operated or electronically, or mechanically-controlled still or motion picture machines, projectors or other image-producing devices are maintained to show images to one or more persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of "specified sexual activities" or "specified anatomical areas."

Adult bookstore, adult retail store or adult video store means a commercial establishment which excludes any person by virtue of age from all or part of the premises generally held open to the public where products or equipment distinguished or characterized by a predominant emphasis or simulation of "specified sexual activities" or "specified anatomical areas" are sold, rented, or displayed therein, or which has as one of its principal business purposes, the sale or rental for any form, for consideration, one or more of the following:

- (1) Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, videocassettes or video reproductions, slides, or other visual representations which depict or describe "specified sexual activities" or "specified anatomical areas."
- (2) Instruments, devices, paraphernalia or clothing which are designed for use in connection with "specified sexual activities," excluding condoms and other birth control and disease prevention products. A commercial establishment may have other principal business purposes that do not involve the offering for sale or rental of materials depicting or describing "specified sexual activities" or "specified anatomical areas" and still be categorized as an adult bookstore or adult video store so long as one of its principal business purposes is the offering for sale or rental the specified materials which describe "specified sexual activities or "specified anatomical areas."
- (3) Adult bookstore, adult retail store, or adult video store does not mean any establishment which displays, rents or sells sexually-explicit materials in an enclosed room equal to less than ten percent of the business' total square footage, and which prohibits anyone under 18 years of age from entering the room.
- (4) Principal business purpose, as used in this section, means that more than 25 percent of the "stock in trade" of the business is devoted to the display, rent, or sale of items, products, or equipment distinguished or characterized by a predominant emphasis on, or simulation of, "specified sexual activities" or "specified anatomical areas."
- (5) Stock in trade for purposes of this subsection shall mean the greater of:
 - a. The retail dollar value of all items, products or equipment readily available for purpose, rental, viewing or use by patrons of the establishment, excluding material located in any storeroom or other portion of the premises not regularly open to patrons; or

b. The total volume of shelf space and display area.

Adult cabaret means a nightclub, bar, restaurant or similar commercial eating or drinking establishment, which regularly features:

- (1) Persons who appear in a state of nudity.
- (2) Live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities."
- (3) Films, motion pictures, videocassettes, slides or other photographic reproductions which are characterized by the depiction or description of "specified anatomical areas."

Adult car wash means a car wash where some or all of the employees are seminude or nude and/or where "specified sexual activities" or "specified anatomical areas" are exhibited.

Adult motel means a hotel, motel or similar commercial establishment which:

- (1) Offers accommodations to the public for any form of consideration; provides patrons with closed circuit television transmissions, films, motion pictures, videocassettes, slides or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas," and which may have a sign visible from the public right-of-way which advertises the availability of this type of photographic reproductions;
- (2) Routinely offers a sleeping room for rent for a period of time that is less than eight hours;
- (3) Routinely allows a tenant or occupant of a sleeping room to subrent the room for a period of time that is less than eight hours; or
- (4) Evidence that a sleeping room in hotel, motel, or a similar commercial establishment has been rented and vacated two or more times in a period of time that is less than eight hours creates a rebuttable presumption that the establishment is an adult motel as that term is defined in this section.

Adult motion picture theater means a commercial motion picture theater, one of whose primary business purpose is, for any form of consideration, to regularly show films, motion pictures, videocassettes, slides or similar photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."

Adult theater means a commercial theater, concert hall, auditorium, or similar commercial establishment, one of whose primary business purpose is to regularly feature persons who appear in a state of nudity or which features live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities."

Board means the Board of Zoning Appeals.

Certificate of nonconformity means a certificate issued by the Community Development Department to any sexually oriented business which is operating at the time of the enactment of this chapter, and is not in compliance with one of more of its provisions.

Dancer means an employee of a sexually oriented business that entertains patrons through expressive forms of dance and/or movement.

Designated county employee means the Community Development Director or other employee of the county who is designated by the County Administrator for the administration of this article.

Employee means an individual working and performing services for any sexually oriented business, including any independent contractor who provides services on behalf of any sexually oriented business to the patrons of such business.

Established or establishment means any of the following:

- (1) The opening or commencement of any sexually oriented business as a new business.

- (2) The conversion of an existing building or not a sexually oriented business, to a sexually oriented business.
- (3) The addition of any sexually oriented business to any other existing sexually oriented business.
- (4) The relocation of any sexually oriented business.

Health club means a health club where some or all of the employees are nude or seminude, or in which "specified sexual activities" occur or "specified anatomical areas" are exhibited.

Licensee means a person in whose name a sexually oriented business regulatory license to operate a sexually oriented business has been issued, as well as the individual listed as an applicant on the application for a sexually oriented business regulatory license.

Live entertainment means a person who appears nude, seminude, or a performance which is characterized by the exposure of "specified anatomical areas" or "specified sexual activities."

Nude model studio means any place where a person appears in a state of nudity or displays "specified anatomical areas" and is observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons who pay money or any other form of consideration.

Nude, nudity, or state of nudity means:

- (1) The appearance of a bare human buttock, anus, male genitals, female genitals, or the areola or nipple of the female breast; or
- (2) A state of dress which fails to cover a human buttock, anus, male genitals, female genitals, pubic region, or areola or nipple of the female breast.

Operate or cause to be operated means to cause to function or to put or keep in operation.

Operator means any person on the premises of a sexually oriented business who is authorized to exercise overall operational control of the business, or who causes to function or who puts or keeps in operation the business. A person may be found to be operating or causing to operate a sexually oriented business whether or not the person is an owner, part owner, or licensee of the business.

Patron means any persons who pays a sexually oriented business any form of consideration for services provided to him by the sexually oriented business.

Person means an individual, proprietorship, partnership, corporation, association, or other legal entity.

Seminude or seminudity means a state of dress in which clothing covers no more than the genitals of a man, or the pubic region and areola of the breasts of a woman.

Sexually oriented business means an adult arcade, adult bookstore, adult retail store or adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, nude model studio, or any other business such as a car wash or a health club, which offers for consideration, materials, or services characterized as depicting "specified sexual activities" or "specified anatomical areas," or whose employees perform services in a state of nudity or seminudity.

Sexually oriented business permit means a special annual operating permit necessary for a sexually oriented business to do business in the unincorporated portions of the county. Such license is in addition to any other regional, state, or county permits. The sexually oriented business regulatory permit also requires the registration of each employee and each employee hired during the operation period authorized by the sexually oriented business regulatory permit.

Specified anatomical areas means the male or female genitals including the vulva or more intimate parts of the female genitals, or bare human buttocks, anus, or the areola or nipple of the female breast.

Specified sexual activities means any of the following:

- (1) The fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breast.

- (2) Sex acts, normal or perverted, actual or simulated including intercourse, oral copulation, or sodomy.
- (3) Masturbation, actual or simulated.
- (4) Excretory functions as a part of or in conjunction with any of the activities set forth in subsections (1)—(3) of this section.

Substantial enlargement of a sexually oriented business means the increase in floor areas occupied by the business by more than ten percent as the floor areas exist on the date the original certificate of compliance was obtained.

Transfer of ownership or control of a sexually oriented business means any of the following:

- (1) The sale, lease or sublease of the business.
- (2) The transfer of securities which constitute a controlling interest in the business, whether by sale, exchange, or similar means.
- (3) The establishment of a trust, gift, or other similar legal device which transfer the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

Viewing room means the room, booth, or area where a patron of a sexually oriented business would ordinarily be positioned while watching a film, videocassette, video reproduction, or live production.

(Ord. No. 1999-14, § 2.29, 4-4-2000)

Cross reference— Definitions generally, § 1-2.

Sec. 32-45. Permitting Requirements for the Establishment of Sexually Oriented Businesses within the Unincorporated Areas of the County.

- (a) *Purpose and intent.* It is the purpose and intent of this section to establish a permit requirement for sexually oriented businesses that will ensure that these businesses are operated in a manner that is in full compliance with all applicable laws of the United States of America, the state, and the County. The purpose is also to ensure that these businesses are operated in a manner that minimizes adverse impacts on the community and that does not pose a threat to the public health, safety, and general welfare. Further, the purpose is to provide the County with a reasonable and legitimate mechanism for enforcing applicable laws.
- (b) *Enabling authority.* This section is adopted by the county council in accordance with S.C. Code 1976, § 4-9-30, as an application of the police powers for the purpose of promoting the public health, safety, and welfare.

(Ord. No. 1999-14, § 2.5, 4-4-2000)

Sec. 32-46. Enumeration of Permit Requirements.

- (a) Every person or entity engaged or intending to engage in a sexually oriented business, as defined in this article, is required to obtain a sexually oriented business permit (referred to in this article as a permit) from the county before initiating operation of the business. Any person or entity engaging in such business shall have a valid permit in effect at any time in which the business is in operation.
- (b) Applications for a permit shall be made to the Community Development Director.
- (c) Any person or entity engaged or intending to engage in a sexually oriented business is required to obtain and hold a valid permit during any period of time in which the business is in operation.

- (d) An application for a permit shall be made to the Community Development Director on a form provided by the county. If an entity wishing to operate a sexually oriented business is an individual, that individual must sign the permit application. If the entity wishing to operate a sexually oriented business is other than an individual, each individual who has at least ten percent ownership in the business must sign the permit application. If a corporation is listed as the owner of a sexually oriented business, then each individual having at least ten percent ownership interest in the corporation must sign the permit application. Permit applications may be submitted during normal business hours of the county government offices. Permit applications are a matter of public record, and may be viewed by any person during normal business hours of the county government offices.
- (e) Any applicant for a permit shall be required to provide proof of identification and proof of age.
- (f) If one person or entity owns or operates more than one sexually oriented business in the county, that person or entity must obtain and hold a separate permit for each sexually oriented business in operation.
- (g) Any application for a permit must be accompanied by a sketch or diagram showing the configuration of the property and premises, including a statement of total floor space occupied by the business. The sketch or diagram need not be professionally prepared, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches.
- (h) The fact that a person or entity possesses other types of state or county permits or licenses does not exempt the individual or entity from the permit requirements of this article.
- (i) The county council shall have the authority to establish reasonable fees for permits and permit applications. Such fees shall be appropriate to cover costs associated with the administration of this article and for the policing of sexually oriented business establishments. Such fees shall be established by resolution by the county council and may be changed by subsequent resolution.

(Ord. No. 1999-14, § 2.6, 4-4-2000)

Sec. 32-47. Issuance of permit.

The Community Development Director shall approve the issuance of a sexually oriented business permit within 30 days after receiving an application, unless he finds one or more of the conditions listed as follows to be present:

- (1) The proposed business is in violation of any portion of this article, including, the section concerning location requirements of sexually oriented businesses.
- (2) The proposed business is in violation of any article or regulation of the county, any article or regulation of any administrative department, bureau, or governmental entity of the state, or any law or regulation of the United States of America.
- (3) The applicant is under 18 years of age.
- (4) The applicant has failed to provide information that is reasonably necessary and required on the permit application form for the issuance of a permit, or has falsely answered a question or request for information, as is required on the application form.
- (5) The premises to be used for the sexually oriented business is found to be unsafe by the county fire marshal, the county building official, or an appropriate official of the state department of health and environmental control (DHEC).
- (6) To apply if the applicant is an individual, the applicant, or the spouse of the applicant is found to be overdue in payment to the county of taxes, fees, fines, or penalties assessed against the individual, or imposed upon the individual in relation to a sexually oriented business. If the applicant is more than one individual or is a corporation, it is found that any person having at least ten percent ownership in the sexually oriented business, any person having at least ten percent ownership interest in a corporation owning the sexually oriented business, or the

spouse of any person having ten percent ownership in the sexually oriented business or corporation owning the sexually oriented business is overdue in payment to the county of taxes, fees, fines, of penalties assessed against the individual, or imposed upon the individual in relation to a sexually oriented business.

- (7) The permit fee or permit application fee required by this article and adopted by resolution of the county council has not been paid.

(Ord. No. 1999-14, § 2.7, 4-4-2000)

Sec. 32-48. Administration and display of permits.

- (a) The permit shall be printed on a form developed by the county. The Community Development Director shall maintain a copy of all permits issued, and shall maintain a record of permit issuances, to include the name of the business, the name of the owner, the date of permit issuance, and the date of permit expiration.
- (b) Permits and permit records are a matter of public record, and may be reviewed by any person during normal business hours of the county government offices, except that records or information pertaining to an ongoing investigation of illegal otherwise noncompliant activity of a sexually oriented business, owner or operator of a sexually oriented business, or employee of a sexually oriented business, may be shielded from public review in accordance with state law.
- (c) The permit, if granted, shall state on its face the name of the person to whom the permit is issued, the date of issuance, expiration date, and the address of the sexually oriented business. The permit shall be posted at a conspicuous place at or near the entrance of the sexually oriented business so that it may easily be read at any time.

(Ord. No. 1999-14, § 2.8, 4-4-2000)

Sec. 32-49. Inspection.

- (a) An applicant or permit holder shall permit representatives of the County Sheriff's Department, the State Department of Health and Environmental Control, local fire department, the County Administrator's office, the county attorney's office, or the county building official's office to inspect the premises of a sexually oriented business for the purpose of ensuring compliance with the law, at any time the building is occupied and open for business.
- (b) All employees, while on duty at a sexually oriented business, must have a valid driver's license or other government issued official identification with picture in their possession and must present that identification to an inspecting official, as identified in subsection (a) of this section, upon demand.
- (c) The permit holder (or agent or employee of the permit holder) commits a misdemeanor if it is found by the appropriate court of law that such lawful inspection of the premises is denied for any reason. Such refusal is also grounds for the suspension or revocation of the permit.

(Ord. No. 1999-14, § 2.9, 4-4-2000)

Sec. 32-50. Expiration and renewal of permit.

All sexually oriented business permits shall be valid for a period of 12 months. Applications for renewal shall be made Community Development Director. An application for renewal shall be made not more than 45 days before the expiration of a valid permit, nor less than 30 days before the expiration of a valid permit. If an application for permit renewal is not made during this time period, the permit will lapse and an application for a new period shall be required to continue operation of the sexually oriented business. If there is a period in which the existing permit expires before a new permit is issued, the sexually oriented business shall not operate during such period.

(Ord. No. 1999-14, § 2.10, 4-4-2000)

Sec. 32-51. Suspension of a permit.

The Community Development Director shall suspend a sexually oriented business permit for a period not to exceed 30 days, if it is determined that a permit holder or employee of a permit holder commits one or more of the acts listed as follows:

- (1) Has violated a portion of this article or any other applicable ordinance or regulation of the county, the state, any departments, bureaus, or agencies of the state, or the United States of America.
- (2) Has refused to allow the inspection of a sexually oriented business, as authorized by this article.
- (3) Has failed to provide identification, as specified in section 32-49(b).
- (4) Has failed to register any employee, as specified in this article, or has misrepresented the number of employees of the sexually oriented business.
- (5) Has allowed any person under 18 years of age to access the premises.

(Ord. No. 1999-14, § 2.11, 4-4-2000)

Sec. 32-52. Revocation of a permit.

The Community Development Director shall revoke a sexually oriented business permit if a cause for suspension as specified in section 32-51 has occurred at least one time during the preceding 12 months. In addition, Community Development Director shall revoke a sexually oriented business permit if it is determined that any of the acts listed as follows have occurred:

- (1) The permit holder or an agent of the permit holder has provided false, incomplete, or misleading information in the material submitted during the application process.
- (2) The permit holder, or an agent or employee of the permit holder operated the sexually oriented business during a period of time in which no valid permit was in existence or the permit was suspended.
- (3) Any act of obscenity as specified in S.C. Code 1976, § 16-15-305 et seq., has taken place on the premises.

(Ord. No. 1999-14, § 2.13, 4-4-2000)

Sec. 32-53. Reissuance of a Permit.

If a permit for a sexually oriented business has been revoked, no new permit for that business shall be issued for a period of 12 months from the date of revocation. This prohibition shall cover any business in the same location, any business owned by the owner of the business for which the permit has been revoked, any business owned by any person having at least ten percent ownership of the business for which the permit was revoked, or any business owned by a corporation of which at least ten percent ownership interest is held by a person with at least ten percent ownership interest in a corporation that owned the business for which the permit was revoked. Such prohibition shall also apply to the spouse of any person meeting the criteria listed above. Any permit holder who has had two permits revoked within a period of 36 months, shall be prohibited from being issued a permit for a period of five years. This regulation shall apply to any individual who shall have at least ten percent interest in the ownership of a subject business or who shall have at least ten percent ownership in a corporation which owned a subject business. This prohibition shall also apply to the spouse of any person meeting the criteria listed above.

(Ord. No. 1999-14, § 2.14, 4-4-2000)

Sec. 32-54. Appeals of designation as a sexually oriented business; denial of permit; suspension or revocation of permit.

- (a) Any aggrieved person or entity may appeal the Community Development Director's designation of a business as a sexually oriented business, the denial of a permit, or the suspension or revocation of a permit to the board (as established in article I of this chapter). Such appeal must be submitted on a form developed by the county and maintained by the Community Development Director. Any appeal must be submitted by certified or registered mail to the County Administrator or designated employee within ten business days after notification has been received by the applicant, person, or entity of the decision that is detrimental to the applicant, person, or entity.
- (b) Reasonable fees may be established by the county council to cover the costs of administering the appeals process. Fees shall be established by resolution by the county council and may be adjusted by subsequent resolution.
- (c) Before making a determination on an appeal, the board shall conduct a public hearing on the matter. Upon submission of an application for appeal, the chair of the board shall establish the date, time, and location for the public hearing, which shall be within 30 days of the submission of the application for appeal.
- (d) Notification of the public hearing must be published in a newspaper of general circulation in the county at least 15 days prior to the public hearing. Notice of the public hearing must also be displayed in the office of the the Community Development Director. Further, the applicant for the appeal shall be provided notification of the location, date, and time of the public hearing by registered mail with return receipt, or by hand delivery of an agent of the county who is authorized to deliver legal warrants.
- (e) Any person shall have the right to testify at the public hearing. Any person shall have the right to representation by legal counsel. Any person who does testify shall be required to state their legal name and address. The chair of the board may require the presentation of a valid driver's license or other official government issued identification with picture to establish the identity of any person wishing to testify.
- (f) As the appeals process is a quasijudicial function, no member of the board shall accept any evidence pertaining to the issue outside of the hearing context, except that the county employee designated for the administration of this article may prefile a report to the board. Such report, if prefiled shall be distributed to Board of Zoning Appeals members at least seven days prior to the hearing. Such report shall also be provided to the applicant for appeal either by certified mail with return receipt or by an agent of the county who is authorized to serve legal warrants. In either case, such report shall be provided to the applicant at least three days prior to the public hearing. Such report shall also be available for public review at the office of the county employee designated for the administration of this article during normal business hours of the county government. In addition, the applicant for appeal may also provide a prefiled report to the board. Such report shall be filed with the employee who is designated to administer this article and must be filed at least seven days prior to the public hearing. Such report shall be distributed to members of the board in an expeditious manner. Further, such report shall be available for public review at the office of the county employee designated for the administration of this article during normal business hours of the county government. If the applicant refuses to sign a certified mail receipt of public hearing notice or of receipt of a prefiled report, or if the applicant cannot reasonably be located at the address provided on the application, the designated county official shall make notice of such event, and it shall not cause the public hearing to be delayed. If any member of the board has reason to believe that he or she has a conflict of interest in voting on the appeal, or if any member has inadvertently received information, evidence, correspondence or testimony regarding the appeal outside of the hearing context, that member shall report the potential conflict, information, evidence, correspondence, or testimony to the county employee designated for the administration of this article. That official shall inform the county attorney of such information. The county attorney shall then provide advice as to whether the board member should participate in the deliberations, participate in the deliberations but make public notification for the record of the information received, or abstain from deliberations.

- (g) The decision of the Board of Zoning Appeals shall be made solely on findings of fact and shall be based on state law or ordinances of the county. Official action may be taken only if a quorum (as specified in article I of this chapter) is established. Decisions shall be made by a majority vote of board members present and shall be rendered in a written form within five business days of the public hearing, and shall be available for public review at the office of the county employee who is designated to administer this article, the county council shall have no authority to alter a decision of the county Board of Zoning Appeals. Any decision of the Board may be appealed to circuit court within ten days after the decision is rendered and made available for public review.
- (h) If a decision by the designated administrative officer to suspend or revoke a permit is appealed, such decision is stayed from the time the appeal is filed until the board of appeals renders its decision. If the Board of Zoning Appeals upholds the order of the administrative officer, then the period of suspension or revocation shall commence upon the date that the decision of the board is rendered.

(Ord. No. 1999-14, § 2.15, 4-4-2000)

Sec. 32-55. Transfer of a Permit.

A permit holder shall not transfer a permit to another sexually oriented business, nor shall a permit holder operate a sexually oriented business under the authority of a sexually oriented business at any location other than the address designated in the permit. Should a sexually oriented permit change ownership, the permit may not be transferred. A new permit may be applied for in accordance with the application procedure included within this article by the new owner.

(Ord. No. 1999-14, § 2.16, 4-4-2000)

Sec. 32-56. Permit Requirements of Businesses Operating at the Time this Article is Adopted.

- (a) Any sexually oriented business that is in operation at the time the ordinance from which this article is enacted shall be permitted to remain in operation without a permit for a period not to exceed 120 days.
- (b) If the owner of the sexually oriented business desires to operate the business for a period exceeding 120 days, the owner shall obtain a permit in the manner proscribed in section 32-46. In order to ensure that no lapse of time is incurred, a permit application must be submitted within 90 days of the enactment of this article.
- (c) Any existing sexually oriented business that is nonconforming to the locational requirements as stated in section 32-57(e), may nonetheless be issued a permit in accordance with the nonconforming use provision of this article.
- (d) To provide notification of permit requirements and application procedures, once this article is enacted, the county shall provide advertisement in a newspaper of general circulation in the county. Such advertisement shall be published at least three times at a minimum interval of 14 days. Such advertisement shall include notification of permit requirements, information concerning how a permit application may be obtained, a telephone number and address for obtaining additional information, notification that an existing sexually oriented business may remain in operation without a permit until the designated date that is 120 days subsequent to the enactment of the ordinance from which this article is derived.

(Ord. No. 1999-14, § 2.17, 4-4-2000)

Sec. 32-57. Location of Sexually Oriented Businesses.

- (a) *Purpose and intent.* It is the purpose and intent of this section to provide for the location of sexually oriented businesses in a manner that promotes the public health, safety, and welfare of the county,

that minimizes secondary impacts associated with these businesses, and that allows for the reasonable establishment of these businesses in accordance with rights as established in the Constitution of the United States of America.

- (b) *Enabling authority.* This section is adopted by the county council, upon recommendation from the county planning commission, in conformance with S.C. Code 1976, § 6-29-310 et seq.
- (c) *Consistency with comprehensive plan.* This section is adopted by the county council, upon recommendation from the county planning commission, in conformance with the land use element of the county comprehensive plan. Specifically, this article is adopted to accomplish short range goal #4, as identified in the comprehensive plan.
- (d) *Applicability.* This section shall apply to the location of any sexually oriented business that is established within the unincorporated area of the county.
- (e) *Locational requirements.* No sexually oriented business shall be established, located, or operated on a parcel that is within 1,000 feet of any building or structure utilized for any of the activities listed in this section. Further, no permit shall be granted for a sexually oriented business that is proposed for establishment on a parcel that is within 1,000 feet of any building or structure utilized for any of the activities identified as follows:
 - (1) A church, synagogue, mosque, other place of worship, or facility used for the formal congregation of persons engaged in religious worship activities.
 - (2) A public or private school or nursery school (structure shall include buildings and fenced in play areas).
 - (3) A residence or structure built for residency.
 - (4) A public park, public recreation area, or private recreation area (structure shall include the entire parcel on which the facility is located), or any other sexually oriented business.
 - (5) For the purposes of this section, measurement shall be made in a straight line without regard to intervening structures or objects. Measurement shall be from the nearest portion of the parcel that is proposed for the location of the sexually oriented business to the closest point of any structure identified in this section. No more than one sexually oriented business shall be permitted on any parcel.

(Ord. No. 1999-14, §§ 2.18—2.23, 4-4-2000)

Sec. 32-58. Sexually Oriented Businesses, Designated as a Nonconforming Use.

- (a) *Generally.* Any sexually oriented business operating on the date that the ordinance from which this article is derived that is found to not be in conformance with the locational requirements, as specified in section 32-57(e) shall be designated as a nonconforming use. Such business shall be permitted to remain in operation without a permit during the 120-day period, as specified in section 32-56 and shall be eligible to be issued a permit. Upon issuance of the permit, the Community Development Director, shall make a notation on the permit that the use is designated as nonconforming.
- (b) *Supplemental regulations applied to sexually oriented businesses that are designated as a nonconforming use.*
 - (1) No nonconforming use shall be increased, enlarged, extended, or altered.
 - (2) Any sexually oriented business lawfully operating as a conforming use is not rendered a nonconforming use due to the subsequent location of any of the activities listed in section 32-57(e) within 1,000 feet of the parcel upon which the sexually oriented business is located. If the permit for the sexually oriented business shall lapse or be revoked, or if the business shall cease operation for a period of at least 60 consecutive days, then the business shall be deemed as having been terminated. In such case, no new permit shall be issued for any business that is not in compliance with section 32-57(e).

- (3) The nonconforming status of any sexually oriented business shall be terminated if the business ceases operation for a period of at least 60 consecutive days, if the business's permit is revoked in accordance with section 32-52, or if the building in which the business is housed suffers damage to an extent in which the cost of repair would exceed 50 percent of the value of the building before it was damaged.
 - (4) Upon the termination of the nonconforming status of the sexually oriented business, the permit shall be permanently revoked. However, unless the revocation is in part or in whole based on one or more of the violations included in section 32-52, the owner shall be eligible to apply for a new permit to reestablish the business or establish a new business without waiting the one year period, as specified in section 32-53
- (c) *Issuance of permits.* A designated nonconforming use may be issued no more than three annual permits. Upon the termination of the third permit, the nonconforming use must terminate or relocate to a conforming site.

(Ord. No. 1999-14, § 2.24, 4-4-2000)

Secs. 32-59—32-90. Reserved.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-06

**AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY
CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND
PARTICULARS PERTAINING TO GROUP HOME DEVELOPMES, ONLY;
AND OTHER MATTERS RELATED THERETO.**

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

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

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

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

WHEREAS, County Council has therefore determined to modify Chapters 32 of the Code of Ordinances, and to affirm and preserve all other provisions of the Code of Ordinances not specifically or by implication amended hereby.

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

1. Article 5 of Chapter 32 of the Code of Ordinances, entitled *Group Home Developments*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and hereby incorporated by reference as fully as if set forth verbatim herein.

2. County Council hereby declares and establishes its legislative intent that Attachment A, hereto, as may be amended from time to time, amend Article 5 of Chapter 32 of the Code or Ordinances of the land use performance standards of the County, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be

undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and by Section 4-9-130, South Carolina Code, 1976, as amended.

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

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

6. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Article 5 of Chapter 32, not amended hereby, directly or by implication, shall remain in full force and effect.

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

ORDAINED in meeting, duly assembled, this ____ day of _____, 2016.

ATTEST:

Elizabeth Hulse,

Clerk to Oconee County Council

Paul Cain

Chairman, Oconee County Council

First Reading: March 1, 2016
Second Reading: March 15, 2016
Public Hearing: April 5, 2016
Third Reading: April 5, 2016

ATTACHMENT A
To Ordinance 2016-06

ARTICLE V. - GROUP RESIDENTIAL DEVELOPMENTS ^(a)

Sec. 32-171. - Authority of Article Provisions.

Sec. 32-172. - Purpose of Article.

Sec. 32-173. - Definitions.

Sec. 32-174. - Group Residential Facilities Permitted Only by Special Exception.

Sec. 32-175. - Review of Application by Community Development Director.

Sec. 32-176. - Public Hearing and Approval by the Board.

Sec. 32-177. - Appeals.

Sec. 32-178. - Application Requirements.

Sec. 32-179. - Sketch Plan and Preliminary Development Plans.

Sec. 32-180. - Board Criteria for Granting a Special Exception.

Sec. 32-181. - Distance Requirements.

Sec. 32-182. - Building Permits and Certificate of Occupancy.

Sec. 32-183—32-210. - Reserved.

Sec. 32-171. - Authority of Article Provisions.

The regulations of this article are enacted pursuant to S.C. Code 1976, § 6-29-310 et seq.
(Ord. No. 1999-14, § 5.1, 4-4-2000)

Sec. 32-172. - Purpose of Article.

The regulations of this article are intended to lessen the adverse impact of large-scale group residential development on neighboring residential areas and to ensure the health, safety and general welfare of residents and citizens of the county.

(Ord. No. 1999-14, § 5.2, 4-4-2000)

Sec. 32-173. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Board means the Board of Zoning Appeals (BZA), as defined in section 32-5.

Exempted residential facility means recreational summer camps, day facilities, and religious retreat facilities, any of which do not provide for long-term stays of 30 days or more. Hospitals, nursing homes, and accredited college/accredited university housing are exempted from the requirements of this article.

Group residential facility means a public, private, or not-for-profit facility which may provide licensed or unlicensed counseling services, schooling, and care, and which houses ten or more persons not related by blood or adoption in a residential or dormitory environment for a period of 30 days or more per year. Residential treatment centers (RTC's) are included in this definition.

Sec. 32-174. - Group Residential Facilities Permitted Only by Special Exception.

Persons desiring to build or expand a group residential facility as defined by this article shall make an application through the Community Development Director, or designee, to the board providing information required by this article. Development or expansion of a group residential facility may commence only with the approval of the board as a special exception after a public hearing in accordance with section 32-5.

(Ord. No. 1999-14, § 5.4, 4-4-2000)

Sec. 32-175. - Review of Application by Community Development Director, or Designee.

All applications for development or expansion of residential group facilities must be submitted to the county Community Development Director, or designee for review. Applications must be complete and shall include all of the materials and information required by this article (application requirements and sketch plan and preliminary development plans) and must meet all applicable requirements and/or conditions in this article before an application will be processed. Incomplete applications will be returned to the applicant. The Community Development Director, or designee shall refer completed applications to the board for final review and approval as a special exception. The Community Development Director, or designee shall act upon applications within 30 days of receipt, returning them for cause, or forwarding them to the board for further action.

(Ord. No. 1999-14, § 5.5, 4-4-2000)

Sec. 32-176. - Public Hearing and Approval by the Board.

The board shall conduct a public hearing and shall review applications for compliance with the provisions of this article, in particular with section 32-180, board criteria for granting a special exception and general criteria for special exceptions in article I of this chapter. Development or expansion may proceed only as approved by the board. Any changes in development or expansion plans as approved by the board shall require a new application.

(Ord. No. 1999-14, § 5.6, 4-4-2000)

Sec. 32-177. - Appeals.

Whenever there is an alleged error by the community development director, or designee in an order, requirement, decision, or determination, an applicant may request a hearing before the board in accordance with the provisions of section 32-5. Appeals of the decisions of the board may be made to the county circuit court in accordance with the provisions of section 32-5. Appeal hearings shall be advertised and reasonable fees may be charged in accordance with article I of this chapter.

(Ord. No. 1999-14, § 5.7, 4-4-2000)

Sec. 32-178. - Application Requirements.

Applications for development or expansion of group residential facilities must include the following:

- (1) A complete description of the name and purpose of the proposed facility;
- (2) A complete list of the names, addresses, and phone numbers of board members, owners and investors, as applicable;
- (3) A copy of a license or application for a license to the state department of social services to operate a group facility;
- (4) State tax identification number or tax exemption certification; and
- (5) Two copies of a preliminary development plans and a sketch plan displaying the physical and relative layout of the facility as outlined by section 32-179

(Ord. No. 1999-14, § 5.8, 4-4-2000)

Sec. 32-179. - Sketch Plan and Preliminary Development Plans.

A sketch and development plan will be required for all proposed group residential developments. The sketch plan shall be drawn at an approximate scale of not less than a scale of 200 feet to one inch and shall include a vicinity map at a scale of not less than two miles to one inch showing the relationship of the proposed development to the surrounding areas. The Community Development Director, or designee may waive some of the following sketch plan elements on applications for minor modifications and additions to existing facilities; otherwise, all sketch plan submittals shall include the following in sketch and narrative form:

- (1) An accounting of total acreage in the tract and any proposed subdivision of parcels;
- (2) Arrangement, shape, dimensions, and area of proposed development;
- (3) Location of existing property lines, easements, road rights-of-way, buildings, or other public ways adjoining the tract to be developed;
- (4) Alignment, right-of-way width, and clarification of proposed roads;
- (5) Topography by contour at intervals of not more than ten feet (as from USGS quad sheets);
- (6) Map scale, north arrow, and date;
- (7) Name/address/telephone number of legal owner or agent and the professional (surveyor or engineer) who will undertake detailed layout and improvements design;
- (8) Location of watercourses and land subject to flooding based on a 100-year frequency flood;
- (9) The existing and proposed uses of land throughout the development;
- (10) Proposed method of water supply and wastewater treatment and other utility services;
- (11) The proposed name of the development;
- (12) The owner/developer shall submit a sketch plan of this entire tract even though the subdivider's present plans call for the actual development of only a part of the property.

(Ord. No. 1999-14, § 5.9, 4-4-2000)

Sec. 32-180. - Board Criteria for Granting a Special Exception.

The board criteria for granting a special exception shall be as follows:

- (1) Traffic flow from the facility shall not present a danger to local residents, motorists and pedestrians.

- (2) Noise, lighting, and activities carried out on the premises of the facility shall not present a nuisance to local residents.
- (3) The residents of the facility shall not present any potential danger to local residents.
- (4) The residents of the facility shall reside in a safe and healthy environment.
- (5) The proposed development is in compliance with the other provisions of this chapter.

(Ord. No. 1999-14, § 5.10, 4-4-2000)

Sec. 32-181. - Distance Requirements.

A group residential facility shall not be located within 1,000 feet of the nearest residence.

(Ord. No. 1999-14, § 5.11, 4-4-2000)

Sec. 32-182. - Building Permits and Certificate of Occupancy.

Building permits and certificate of occupancy shall not be issued until or unless authorized by the Community Development Director, or designee and the proposed development is in compliance with the requirements of this article and the standard building codes as adopted by the county.

(Ord. No. 1999-14, § 5.12, 4-4-2000)

Secs. 32-183—32-210. - Reserved.

FOOTNOTE(S):

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State Law reference— Government entities subject to zoning ordinances; exceptions, S.C. Code 1976, § 6-29-770.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-07

AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO TATTOOING FACILITIES, ONLY; AND OTHER MATTERS RELATED THERETO.

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

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

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

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 32 of the Code of Ordinances involving tattooing facilities located within the unincorporated areas of Oconee County; and

WHEREAS, County Council has therefore determined to modify Chapters 32 of the Code of Ordinances, and to affirm and preserve all other provisions of the Code of Ordinances not specifically or by implication amended hereby.

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

1. Article 7 of Chapter 32 of the Code of Ordinances, entitled *Tattooing Facilities Located within the Unincorporated Areas of Oconee County*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and hereby incorporated by reference as fully as if set forth verbatim herein.

2. County Council hereby declares and establishes its legislative intent that Attachment A, hereto, as may be amended from time to time, amend Article 7 of Chapter 32 of the Code or Ordinances of the land use performance standards of the County, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and

as required by Section 6-29-760 and by Section 4-9-130, South Carolina Code, 1976, as amended.

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

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

6. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Article 7 of Chapter 32, not amended hereby, directly or by implication, shall remain in full force and effect.

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

ORDAINED in meeting, duly assembled, this _____ day of _____, 2016.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Paul Cain
Chairman, Oconee County Council

First Reading: March 1, 2016
Second Reading: March 15, 2016
Public Hearing: April 5, 2016
Third Reading: April 5, 2016

ATTACHMENT A
To Ordinance 2016-07

**ARTICLE VII. TATTOOING FACILITIES WITHIN THE UNINCORPORATED AREAS OF
OCONEE COUNTY**

Sec. 32-415. Purpose and Intent.

Sec. 32-416. Jurisdiction.

Sec. 32-417. Enabling Authority.

Sec. 32-418. Finding of Fact.

Sec. 32-419. Definitions.

Sec. 32-420. Location Requirements.

Sec. 32-421. Request for a Letter of Compliance.

Sec. 32-422. Issuance of Letter of Compliance.

Sec. 32-423. Noncompliance.

Sec. 32-424—32-514. Reserved.

Sec. 32-415. Purpose and Intent.

It is the purpose of this article to regulate tattooing facilities in order to promote the health, safety, and general welfare of the citizens of Oconee County, and to establish reasonable and uniform regulations to prevent the deleterious locating and concentration of tattooing businesses within the county.

It is the intent of this article to establish standards for tattooing facilities that will insure that these businesses are operated in a manner that is in full compliance with all applicable laws of the United States of America, the State of South Carolina, and Oconee County; and to provide Oconee County with a reasonable and legitimate mechanism for enforcing applicable laws.

(Ord. No. 2006-30, § 7.1, 2-20-2007)

Sec. 32-416. Jurisdiction.

This section shall apply to any tattooing facility that is established within the unincorporated area of Oconee County.

(Ord. No. 2006-30, § 7.2.1, 2-20-2007)

Sec. 32-417. Enabling Authority.

This article is adopted by the County Council in accordance with S.C. Code, 1976, Title XLIV, Chapter 34, as an application of the police powers for the purpose of promoting the public health, safety, and welfare.

(Ord. No. 2006-30, § 7.2.2, 2-20-2007)

Sec. 32-418. Finding of Fact.

(a) There exists potential for the establishment of tattooing facilities in the County, and it is in the interest of the public health, safety, and welfare, of the citizens of the County to provide for minimum

standards and regulations for tattooing facilities, as well as for the health, safety, and general welfare of the owners, operators, employees, and patrons of such businesses.

- (b) The State of South Carolina has indicated or implied concern for the secondary effects of tattooing facilities through the provisions in State Law Title XLIV, Chapter 34 Section 110, by requiring a distance separation of 1,000 feet from churches, schools, and playgrounds.
- (c) The peak volume of business for tattooing facilities tends to occur when many families desire quiet, making such facilities incompatible with residential areas.
- (d) It is not the intent of this article to suppress speech activities protected by the First Amendment of the Constitution of the United States of America or to place any permissible burden on any constitutionally protected expression or expressive conduct by the enactment of this article. Rather, it is the intent of the County to enact a content neutral regulation that addresses the secondary effects of tattooing facilities by enacting location requirements to such facilities.

(Ord. No. 2006-30, § 7.2.3(7.4.1—7.4.4), 2-20-2007)

Sec. 32-419. Definitions.

Arterial Road means a major road that serves as an avenue for circulation into, out of, or around the county; typical number of average daily traffic (ADT) exceeds 5,000.

Church means an establishment, other than a private dwelling, where religious services are usually conducted.

Collector Road means a road that has the primary purpose of gathering traffic from intersecting local roads and handling movements to the nearest arterial road; a secondary function is to provide direct access to abutting properties. Typical number of average daily traffic (ADT) exceeds 800.

Existing Commercial Area means any area in which three or more separate businesses, fronting the same road, are located adjacent to each other, not separated by any occupied single family residence.

Playground means a place, other than grounds at a private dwelling that is provided by the public or members of a community for recreation.

Residential Parcel mean a parcel utilized primarily for single family residency or a parcel upon which a residential home is within 1,000 feet of a tattooing facility.

School means an establishment, other than a private dwelling, where the usual processes of education are usually conducted.

Shopping Center means a commercial establishment consisting of multiple spaces, leased or owned, for individual businesses.

Site Plan means the development plan for a tattooing facility on which is shown the existing and proposed conditions of the lot, including landscaping, walkways, means of ingress and egress, structures and buildings, signs and lighting, buffers and screening (if applicable), surrounding development; surrounding parcels, and any other information that may be reasonably required in order that an informed decision can be made as to whether or not the requirements of this article have been satisfied.

Tattoo Artist means a person who practices body tattooing and who meets all state and county requirements.

Tattoo Facility means any room, space, location, area, structure, or business, or any part of these places, where tattooing is practiced or where the business of tattooing is conducted.

Tattoo Or Tattooing means to indelibly mark or color the skin by subcutaneous introduction of nontoxic dyes or pigments.

Sec. 32-420. Location Requirements.

- (a) Tattooing facilities shall not be located within 1,000 feet of a church, school, or playground. This distance shall be the shortest route of ordinary pedestrian or vehicular travel along the public thoroughfare from the nearest point of the grounds in use as part of the church, school, or playground.
- (b) In the event a parcel on which a tattooing facility is proposed to be located adjoins a residential parcel (as defined by this article), the owner of the tattooing facility shall install a fence and any necessary additional screening sufficient to prevent light, sound, and other secondary effects from negatively impacting existing residences. All plans for such fencing and/or screening shall be approved by the planning director prior to installation.
- (c) Tattooing facilities may be located in any shopping center in the County that is not located within 1,000 feet of a church, school, or playground.
- (d) Tattooing facilities shall be located no further than ¼ mile (1,320) feet from existing commercial areas (as defined by this article).
- (e) Tattooing facilities shall locate only on arterial or collector roads, and shall be accessed directly from the road upon which the facility is located. No tattooing facility shall be located on a local road.

(Ord. No. 2006-30, § 7.6(7.6.1—7.6.5), 2-20-2007)

Sec. 32-421. Request for a Letter of Compliance.

- (a) The owner shall request in writing that the Community Development Director, or designee, review the location of the tattooing facility and issue a Letter of Compliance.
- (b) Appropriate fees, as established by resolution of the County Council, shall be paid at the time of request for a Letter of Compliance.
- (c) The owner shall submit the following items to the Community Development Director, or designee, at the time a formal request for a Letter of Compliance is made:
 - (1) A site plan showing the location of the tattooing facility, including surrounding parcels;
 - (2) A copy of a survey (stamped by a surveyor licensed by the State of South Carolina) showing that the location of the proposed tattooing facility is not less than 1,000 feet from church, playground, or school;
 - (3) The road name and classification (specifying the ADT's) on which the tattooing facility will be located;
 - (4) Proof that the tattooing facility is to be located in or within ¼ mile of an established commercial area (as defined by this article), or within an existing shopping center;
 - (5) Plans for any necessary fencing or screening, as defined in this article.

(Ord. No. 2006-30, § 7.7(7.7.1—7.7.3), 2-20-2007)

Sec. 32-422. Issuance of Letter of Compliance.

- (a) The Community Development Director, or designee, shall issue a Letter of Compliance when all requirements of this article have been met.
- (b) The Letter of Compliance shall not be issued, or may be revoked, if one or more of the following conditions are found to be present at any time:
 - (1) The proposed tattooing facility is in violation of any portion of this article, including the section concerning location requirements;

- (2) The proposed tattooing facility is in violation of any other county ordinance or regulation, any ordinance or regulation enforced by an administrative department, bureau, or governmental entity of the State of South Carolina, or any law or regulation of the United States of America;
 - (3) The applicant is under 18 years of age;
 - (4) The applicant has failed to provide information that is reasonably necessary and required for compliance with this article or has falsely answered a question or request for information;
 - (5) The premises to be used for the operations of the proposed tattooing facility is found to be unsafe by the rural fire chief of the County, the building official of the County, or an appropriate official of South Carolina Department of Health and Environmental Control;
 - (6) The applicant and/or the spouse of the applicant is found to be overdue in payment to the County of taxes, fees, fines, of penalties assessed against the individual, or imposed upon the individual in relation to the tattooing business;
 - (7) The applicant is more than one individual or is a corporation and it is found that any person having at least ten percent ownership in the tattooing business, any person having at least ten percent ownership interest in a corporation owning the tattooing business, or the spouse of any person having ten percent ownership in the tattooing business is overdue in payment to the County of taxes, fees, fines, of penalties assessed against the individual, or imposed upon the individual in relation to said business;
 - (8) Appropriate fees are unpaid.
- (c) A Letter of Compliance shall expire six months from the date that the letter was issued; however, one six month extension may be granted provided:
- (1) Request for an extension is submitted no less than ten working days prior to the expiration date of letter;
 - (2) The applicant can prove that all pertinent circumstances surrounding the proposed tattooing facility have not changed since application was made;
 - (3) The applicant provides sufficient documentation supporting the request for an extension, specifically detailing all actions to date in pursuit of the establishment of the tattooing facility.
- (Ord. No. 2006-30, § 7.8(7.8.1—7.8.3), 2-20-2007)

Sec. 32-423. Noncompliance.

Any existing tattooing facility, having been duly issued a Letter of Compliance and subsequently found to be in violation of this article or any other County enforced regulation, shall be subject to any appropriate penalties and/or remediation, to include any additional fees as deemed appropriate by County Council. Notice of all noncompliance shall be forwarded to DHEC and other appropriate authorities.

(Ord. No. 2006-30, § 7.9(7.9.1), 2-20-2007)

Sec.. 32-424—32-514. Reserved.

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2016-12

AN ORDINANCE TO AUTHORIZE THE CONVEYANCE
OF EASEMENT RIGHTS FOR THE PURPOSE OF UTILITY
CONSTRUCTION AT THE OCONEE INDUSTRY &
TECHNOLOGY PARK; AND OTHER MATTERS
RELATED THERETO

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of approximately 397.16 acres, known as the Oconee Industry and Technology Park ("County Property"); and

WHEREAS, Blue Ridge Electric Cooperative, Inc. ("Blue Ridge Electric") wishes to acquire from the County, and the County wishes to grant to Blue Ridge Electric, certain easement rights for, generally and without limitation, the construction, maintenance, alteration and replacement of one or more electric lines, for overhead or underground electric transmission, distribution and communication lines over, across, under and through certain portions of the County Property (collectively, the "Easements"); and

WHEREAS, the form, terms and provisions of the Electric Line Right-of-Way Easement (the "Easement Agreement") now before the Oconee County Council ("County Council"), copies of which are attached hereto as "**Exhibit A**," are acceptable to the County Council for the purpose of giving effect to the Easement rights; and

WHEREAS, Section 4-9-30(2) of the Code of Laws of South Carolina, 1976, as amended, (the "Code") authorizes the County to transfer or otherwise dispose of interests in real property:

NOW, THEREFORE, be it ordained by Council, in meeting duly assembled, that:

1. Council hereby approves the Easements, subject to and in conformity with the provisions of the Easement Agreement.
2. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Easement Agreement on behalf of the County in substantially the form as attached hereto as **Exhibit A**, or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel, such Administrator's approval to be deemed given by his execution of the Easement Agreement.
3. 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 Easements in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.
4. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

5. All orders, resolutions, and enactments of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

6. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by the County Council.

ORDAINED in meeting, duly assembled, this ____ of _____, 2016.

OCONEE COUNTY, SOUTH CAROLINA

Paul A. Cain, Chairman, County Council
Oconee County, South Carolina

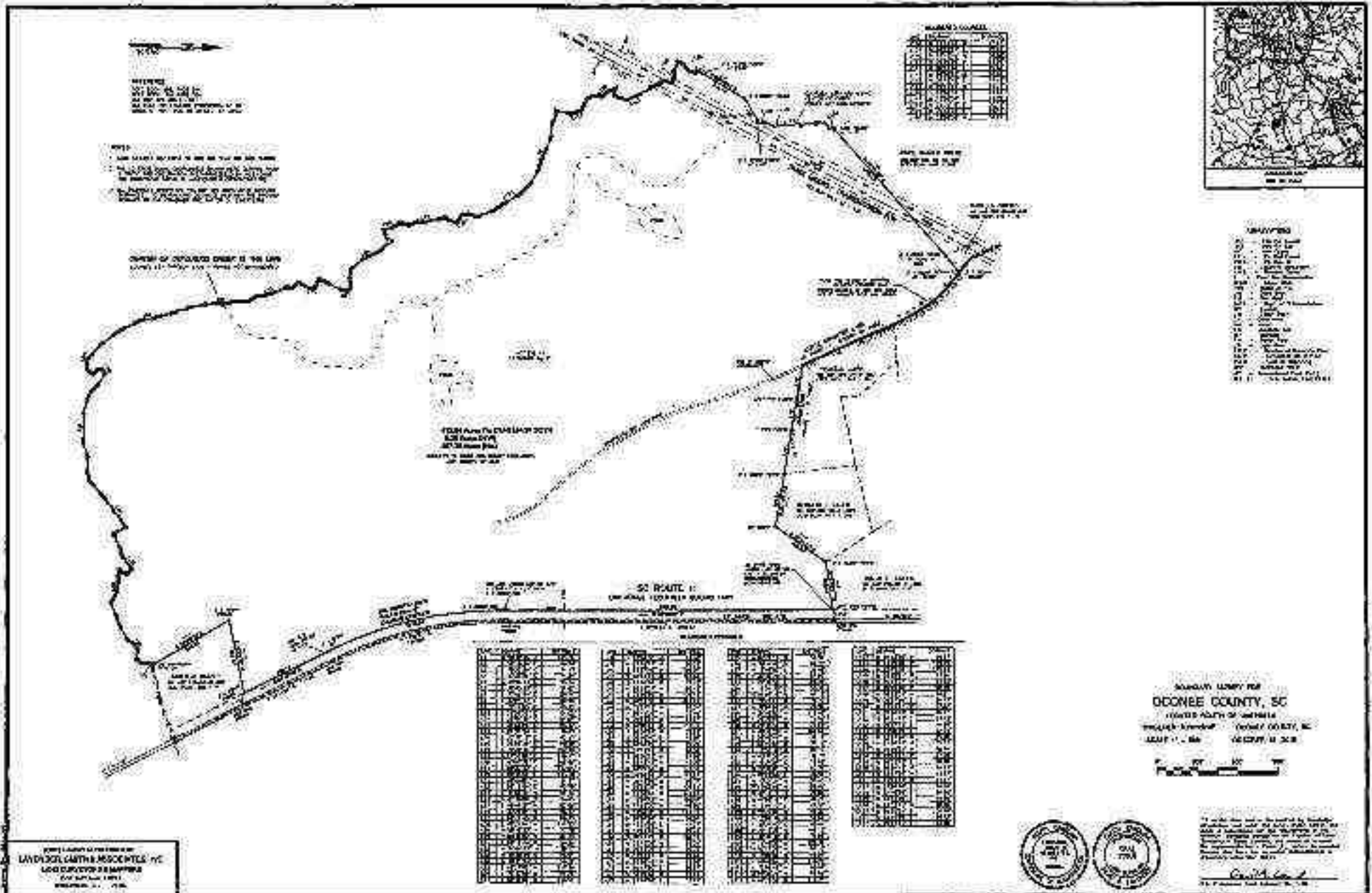
ATTEST:

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

First Reading: March 1, 2016 [title only]
Second Reading: March 15, 2016
Public Hearing: April 5, 2016
Third & Final Reading: April 5, 2016

Exhibit A
(Easement Agreement)

Exhibit A



LEGEND



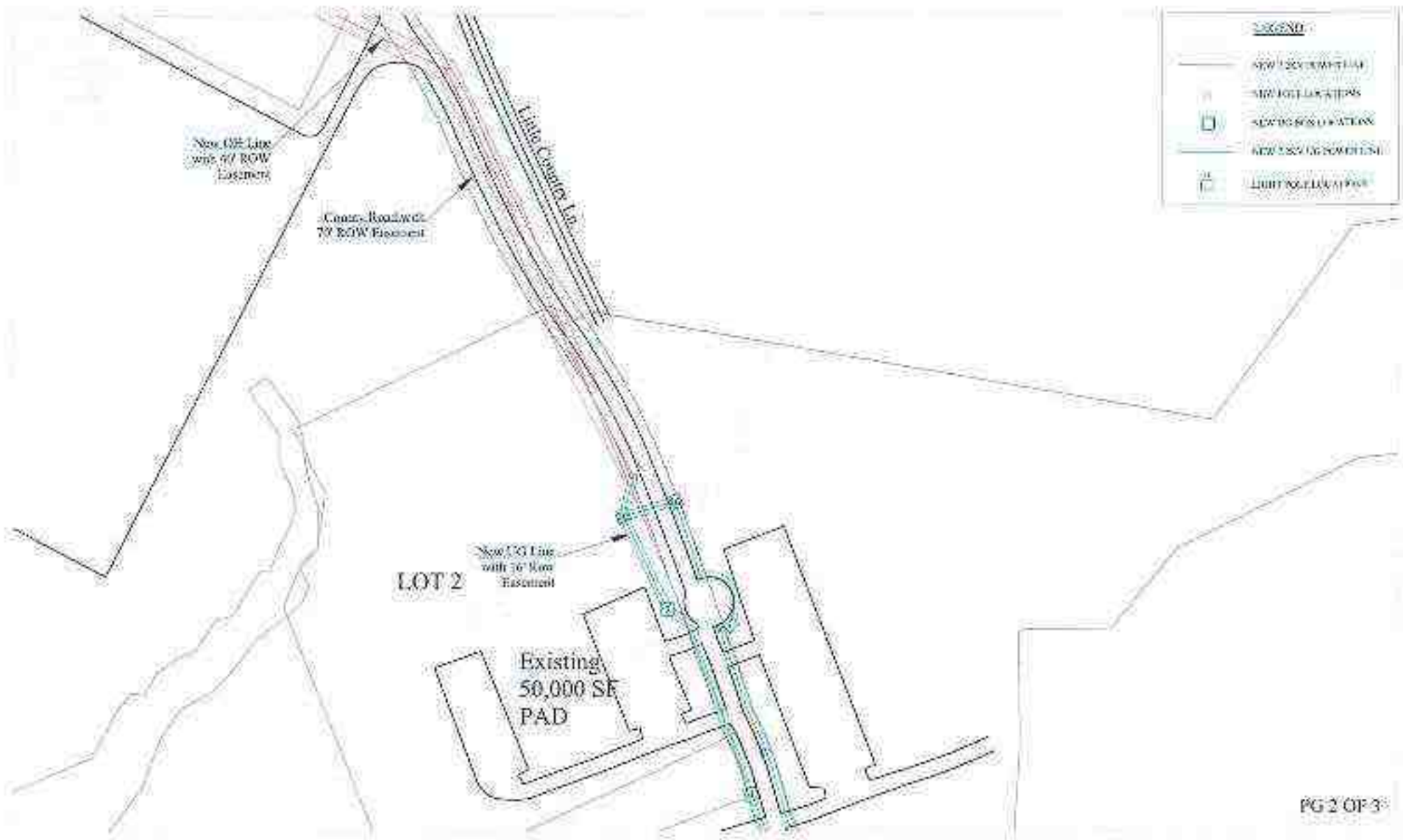
	NEW OVERHEAD LINE
	NEW UNDERGROUND
	NEW BUS LOCATIONS
	NEW TAP TO EXIST LINE
	EXISTING LOCATIONS

Exhibit B



 <p>BLUE RIDGE ELECTRIC CO-OP P.O. Box 277 Blacksburg, VA 24060</p>	<p>BLUE RIDGE ELECTRIC COOPERATIVE, INC.</p> <p>PROPOSED OH/UG LINE LAYOUT</p> <p>ECHO HILLS COMMERCE PARK (OVERALL)</p> <p>STAKED BY: E. LEWIS/J. BURRILL</p>			
	<p>Drawn By:</p> <p>414</p>	<p>Date:</p> <p>12-15-15</p>	<p>Geographic Area:</p> <p>NO. COUNTY REC.</p>	<p>Scale:</p>



48.91 Acre Site

Existing
300,000 SF
PAD

LOT 1

Hwy. 11

MAIN ENTRANCE

Legend	
	EXISTING PROPERTY LINE
	NEW PROPERTY LINE
	NEW OR EXISTING ACCESS
	NEW OR EXISTING EASEMENT
	UTILITY LOCATIONS

S/O # _____
ACCT # _____
JOB # _____
DATE _____

ELECTRIC LINE RIGHT-OF-WAY EASEMENT

STATE OF SOUTH CAROLINA) Map No. Near 331-29-009
COUNTY OF OCONEE) Tax Map 221-00-01-001

KNOW ALL MEN BY THESE PRESENTS, that Oconee County and its successors and assigns (hereinafter referred to as "Grantor") for good and valuable consideration from Blue Ridge Electric Cooperative, Inc., whose principal office is located in Pickens, South Carolina (hereinafter referred to as the "Cooperative"), the receipt of which is hereby acknowledged, does hereby grant unto the Cooperative, its successors, lessees and assigns, the perpetual right, privilege, and easement, without covenants or warranties of any kind, and subject to the terms set forth, and the privileges specifically retained and reserved, herein by Grantor:

1. To go upon the tract of land of the Grantor, containing 397.17 acres, more or less, at the Oconee Industry and Technology Park, Oconee Business Parkway / Little Country Lane, being As generally depicted on "Exhibit A," attached hereto and incorporated herein by reference (the "Property").
2. To construct, reconstruct, locate, relocate, operate, maintain and repair in, upon, over, under and through said land, within the easement strip such structures, underground wires, and other necessary fixtures, apparatuses and appliances, electrical distribution lines or systems, and any support structures and anchors that must be located outside of the easement strip, for the purpose of distributing electricity by one or more circuits and of carrying wires of the Cooperative or any lessee thereof. The referenced easement strip is shown "Exhibit B" attached hereto and incorporated herein and shall be referred to hereinafter as the "Easement Premises."

The Easement Premises are further defined to include: twenty feet on each side of the centerline of any overhead primary facilities, eight feet on each side of where only underground facilities are installed, and five feet on each side where only overhead service facilities are necessary;

3. To enter upon said land at any time for the purposes of inspecting said lines and facilities and making necessary repairs and alterations thereof.
4. Subject to the approval of Grantor, which approval will not be unreasonably withheld, to make such changes, alterations and substitutions in said lines,

facilities or structures from time to time as the Cooperative deems advisable or expedient.

5. To keep and maintain, as the Cooperative deems necessary, the Easement Premises clear of all structures, trees, stumps, roots, shrubbery and undergrowth along said lines, facilities or structures for a space of up to the right-of-way widths listed in Item 2.
6. To trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the Easement Premises which, in the opinion of the Cooperative, might interfere with or fall upon the electric or communication facilities within the Easement Premises.
7. To implement the following provisions:

The foregoing grant of easement shall, at all times, be subject to the following terms and conditions:

1. The easement shall not be exercised by the Cooperative in a manner so as to prevent or unreasonably interfere with the use and enjoyment of the Property or any portion of the Property by Grantor, its employees, servants, agents, and invitees.
2. The items to be constructed, installed, operated, etc. on the Easement Premises shall be constructed, installed, and operated in a safe manner, consistent with all applicable laws, industry standards, manufacturers' requirements, and the like.
3. Any damage to the Property caused by the Cooperative's activities on the Property, shall be replaced or repaired by the Cooperative to the satisfaction of the Grantor.
4. The Cooperative shall not place, keep, store, or permit to be placed, kept or stored on the Property any equipment or materials except during the times as Cooperative's employees or agents are physically present and conducting activities permitted under this Agreement.
5. The easement granted hereby shall be perpetual except that it shall automatically terminate without the necessity of any action by Grantor, should the Cooperative, or any of its successors or assigns violate the terms and conditions of this instrument or cease to operate or otherwise entirely abandon the Easement Premises and/or any items located thereon for a period of one (1) year or more. The Cooperative shall give written notice to Grantor of its intent to cease operations and/or abandon the Easement Premises, and the referenced one (1) year period shall run from the date of receipt of such notice by the Grantor.

6. Any rights to the Easement Premises not specifically granted to the Cooperative herein, are reserved to the Grantor, its successors or assigns.
7. The Grantor agrees that all lines, facilities, structures and related apparatuses and appliances installed on or in the above described land by the Cooperative or its representative(s) shall be and remain the property of the Cooperative, removable or replaceable at its option; and that the Grantor will not construct any structure within said Easement Premises. The Grantor agrees that no wells shall be dug on said Easement Premises, that no septic tank, absorption pits, or underground storage tanks shall be placed on the Easement Premises, that no building or other structures shall be erected thereon; and that said Easement Premises shall not be used for burial grounds.
8. The Cooperative agrees that in locating or relocating and installing its structures and anchors, it will endeavor to take advantage of roadways, streets, ditches, hedgerows, etc., so as to cause the least interference to the Grantor's said land; and that if, in the construction of said lines, facilities or structures, any injury is necessarily done to crops, fences, bridges or roads, it will repair or replace such fences, bridges or roads, and will pay the Grantor for injury to such crops.
9. Cooperative shall indemnify, defend, and hold the Grantor, its representatives, agents, employees, successors, and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings of any nature, including, without limitation, for injury to any persons (including death) or property which may be claimed to have arisen directly from or out of (i) any damage, accident, injury, or other similar occurrences in or on the Property, including the Easement Premises, due to Cooperative's negligence or misconduct; or (ii) the use, maintenance, or repair of the Easement Premises by Cooperative, its guests, invitees, agents, or contractors. It is expressly understood and agreed that, notwithstanding anything in this Agreement to the contrary, the liability of Grantor hereunder, to the extent any exists, shall be limited solely and exclusively to the interest of Grantor in and to the Property, and neither Grantor, nor any of its representatives, successors, employees, affiliates or agents, shall have any personal liability for any claim arising hereunder. Cooperative hereby expressly waives and releases Grantor and such representatives, successors, employees, affiliates, and agents from any and all personal liability.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement unto the Cooperative, its successors and assigns, forever.

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2016-13

AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO BLUE RIDGE ELECTRIC COOPERATIVE NEAR THE OCONEE REGIONAL AIRPORT FOR THE PURPOSE OF RELOCATING EXISTING ABOVE-GROUND ELECTRICAL LINES TO UNDERGROUND LINES; AND OTHER MATTERS RELATED THERETO

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of three parcels of land situate in Oconee County and designated by TMS numbers 256-00-04-002, 256-00-01-015, and 256-00-01-006, as shown on the accompanying diagram attached hereto as "Exhibit A" and incorporated herein by reference ("County Property"); and

WHEREAS, Blue Ridge Electric Cooperative, Inc. ("Blue Ridge Electric") wishes to acquire from the County, and the County wishes to grant to Blue Ridge Electric, certain easement rights for, generally and without limitation, the construction, maintenance, alteration and replacement of one or more electric lines, for overhead or underground electric transmission, distribution and communication lines over, across, under and through certain portions of the County Property (collectively, the "Easements"); and

WHEREAS, the form, terms and provisions of the Electric Line Right-of-Way Easements (the "Easement Agreements") now before the Oconee County Council ("County Council"), copies of which are attached hereto as "Exhibit B," are acceptable to the County Council for the purpose of giving effect to the Easement rights; and

WHEREAS, Section 4-9-30(2) of the Code of Laws of South Carolina, 1976, as amended, (the "Code") authorizes the County to transfer or otherwise dispose of interests in real property:

NOW, THEREFORE, be it ordained by Council, in meeting duly assembled, that:

1. Council hereby approves the Easements, subject to and in conformity with the provisions of the Easement Agreements.
2. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Easement Agreements on behalf of the County in substantially the form as attached hereto as **Exhibit B**, or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel, such Administrator's approval to be deemed given by his execution of the Easement Agreements.
3. 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 Easements in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.

4. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

5. All orders, resolutions, and enactments of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

6. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by the County Council.

ORDAINED in meeting, duly assembled, this ____ of _____, 2016.

OCONEE COUNTY, SOUTH CAROLINA

Paul A. Cain, Chairman, County Council
Oconee County, South Carolina

ATTEST:

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

First Reading: March 1, 2016 [title only]
Second Reading: March 15, 2016
Public Hearing: April 5, 2016
Third & Final Reading: April 5, 2016

Exhibit A
(County Property)

Exhibit B
(Easement Agreement)

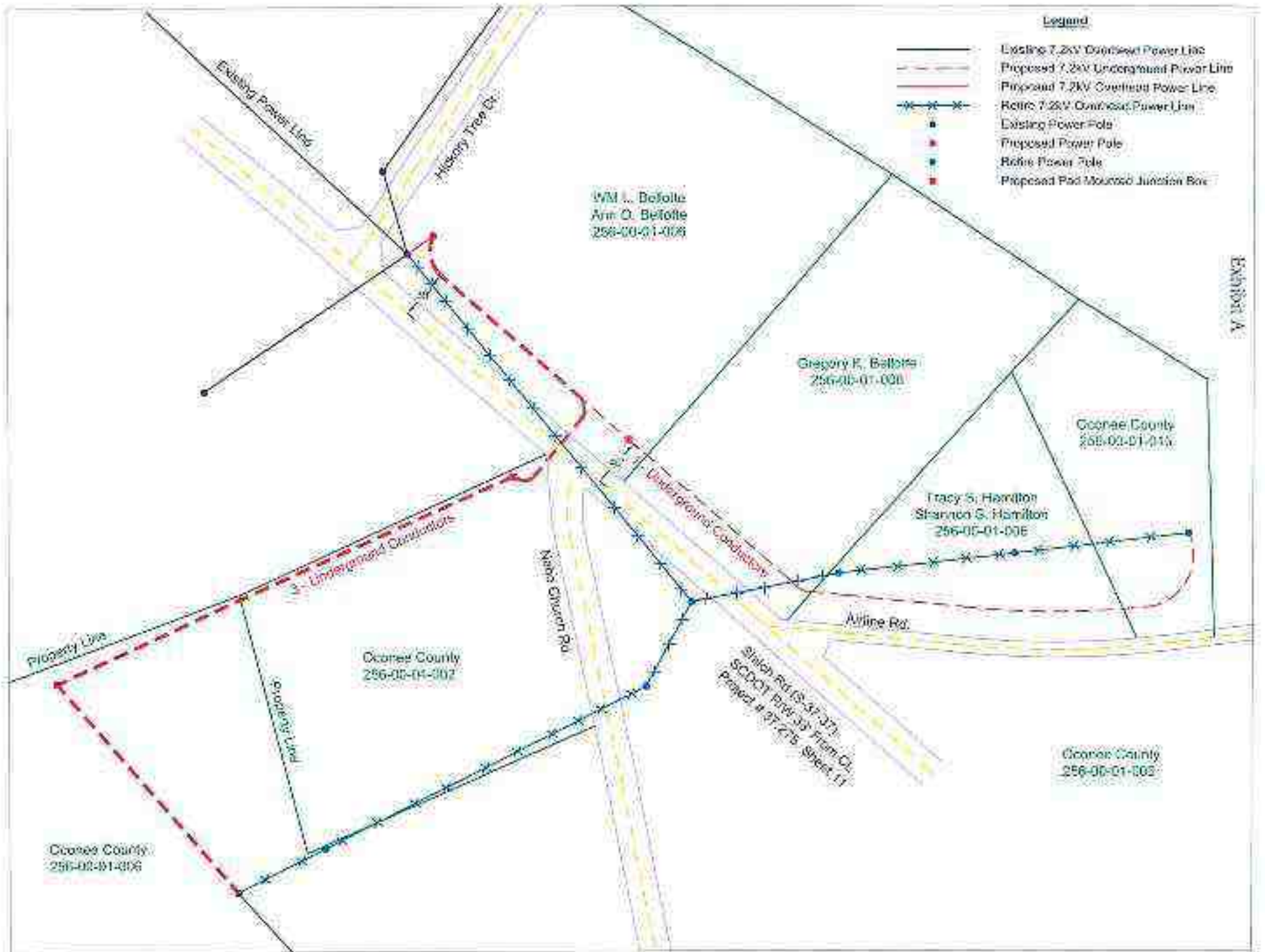


EXHIBIT A

facilities or structures from time to time as the Cooperative deems advisable or expedient.

5. To keep and maintain, as the Cooperative deems necessary, the Easement Premises clear of all structures, trees, stumps, roots, shrubbery and undergrowth along said lines, facilities or structures for a space of up to the right-of-way widths listed in Item 2.
6. To trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the Easement Premises which, in the opinion of the Cooperative, might interfere with or fall upon the electric or communication facilities within the Easement Premises.
7. To implement the following provisions:

The foregoing grant of easement shall, at all times, be subject to the following terms and conditions:

1. The easement shall not be exercised by the Cooperative in a manner so as to prevent or unreasonably interfere with the use and enjoyment of the Property or any portion of the Property by Grantor, its employees, servants, agents, and invitees.
2. The items to be constructed, installed, operated, etc. on the Easement Premises shall be constructed, installed, and operated in a safe manner, consistent with all applicable laws, industry standards, manufacturers' requirements, and the like.
3. Any damage to the Property caused by the Cooperative's activities on the Property, shall be replaced or repaired by the Cooperative to the satisfaction of the Grantor.
4. The Cooperative shall not place, keep, store, or permit to be placed, kept or stored on the Property any equipment or materials except during the times as Cooperative's employees or agents are physically present and conducting activities permitted under this Agreement.
5. The easement granted hereby shall be perpetual except that it shall automatically terminate without the necessity of any action by Grantor, should the Cooperative, or any of its successors or assigns violate the terms and conditions of this instrument or cease to operate or otherwise entirely abandon the Easement Premises and/or any items located thereon for a period of one (1) year or more. The Cooperative shall give written notice to Grantor of its intent to cease operations and/or abandon the Easement Premises, and the referenced one (1) year period shall run from the date of receipt of such notice by the Grantor.

6. Any rights to the Easement Premises not specifically granted to the Cooperative herein, are reserved to the Grantor, its successors or assigns.
7. The Grantor agrees that all lines, facilities, structures and related apparatuses and appliances installed on or in the above described land by the Cooperative or its representative(s) shall be and remain the property of the Cooperative, removable or replaceable at its option; and that the Grantor will not construct any structure within said Easement Premises. The Grantor agrees that no wells shall be dug on said Easement Premises, that no septic tank, absorption pits, or underground storage tanks shall be placed on the Easement Premises, that no building or other structures shall be erected thereon; and that said Easement Premises shall not be used for burial grounds.
8. The Cooperative agrees that in locating or relocating and installing its structures and anchors, it will endeavor to take advantage of roadways, streets, ditches, hedgerows, etc., so as to cause the least interference to the Grantor's said land; and that if, in the construction of said lines, facilities or structures, any injury is necessarily done to crops, fences, bridges or roads, it will repair or replace such fences, bridges or roads, and will pay the Grantor for injury to such crops.
9. Cooperative shall indemnify, defend, and hold the Grantor, its representatives, agents, employees, successors, and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings of any nature, including, without limitation, for injury to any persons (including death) or property which may be claimed to have arisen directly from or out of (i) any damage, accident, injury, or other similar occurrences in or on the Property, including the Easement Premises, due to Cooperative's negligence or misconduct; or (ii) the use, maintenance, or repair of the Easement Premises by Cooperative, its guests, invitees, agents, or contractors. It is expressly understood and agreed that, notwithstanding anything in this Agreement to the contrary, the liability of Grantor hereunder, to the extent any exists, shall be limited solely and exclusively to the interest of Grantor in and to the Property, and neither Grantor, nor any of its representatives, successors, employees, affiliates or agents, shall have any personal liability for any claim arising hereunder. Cooperative hereby expressly waives and releases Grantor and such representatives, successors, employees, affiliates, and agents from any and all personal liability.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement unto the Cooperative, its successors and assigns, forever.

S/O # _____
ACCT # _____
JOB # _____
DATE _____

ELECTRIC LINE RIGHT-OF-WAY EASEMENT

STATE OF SOUTH CAROLINA) Map No. Near 359-08-026
COUNTY OF OCONEE) Tax Map 256-00-01-015

KNOW ALL MEN BY THESE PRESENTS, that Oconee County and its successors and assigns (hereinafter referred to as "Grantor") for good and valuable consideration from Blue Ridge Electric Cooperative, Inc., whose principal office is located in Pickens, South Carolina (hereinafter referred to as the "Cooperative"), the receipt of which is hereby acknowledged, does hereby grant unto the Cooperative, its successors, lessees and assigns, the perpetual right, privilege, and easement, without covenants or warranties of any kind, and subject to the terms set forth, and the privileges specifically retained and reserved, herein by Grantor:

1. To go upon the tract of land of the Grantor, containing .57 acres, more or less, on Airline Road, situated about three miles in the southeast direction from the town of Seneca, and being bounded by lands of Tracy S. & Shannon S. Hamilton, Gregory K. Bellotte, Oconee County South Carolina as depicted on "Exhibit A," attached hereto and incorporated herein by reference (the "Property").
2. To construct, reconstruct, locate, relocate, operate, maintain and repair in, upon, over, under and through said land, within the easement strip such structures, underground wires, and other necessary fixtures, apparatuses and appliances, electrical distribution lines or systems, and any support structures and anchors that must be located outside of the easement strip, for the purpose of distributing electricity by one or more circuits and of carrying wires of the Cooperative or any lessee thereof. The referenced easement strip is also identified on "Exhibit A" and shall be referred to hereinafter as the "Easement Premises."

The Easement Premises are further defined as: eight feet on each side of where the underground facilities are installed, all as depicted on Exhibit A.

3. To enter upon said land at any time for the purposes of inspecting said lines and facilities and making necessary repairs and alterations thereof.
4. Subject to the approval of Grantor, which approval will not be unreasonably withheld, to make such changes, alterations and substitutions in said lines, facilities or structures from time to time as the Cooperative deems advisable or expedient.

5. To keep and maintain, as the Cooperative deems necessary, the Easement Premises clear of all structures, trees, stumps, roots, shrubbery and undergrowth along said lines, facilities or structures for a space of up to the right-of-way widths listed in Item 2.
6. To trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the Easement Premises which, in the opinion of the Cooperative, might interfere with or fall upon the electric or communication facilities within the Easement Premises.
7. To implement the following provisions:

The foregoing grant of easement shall, at all times, be subject to the following terms and conditions:

1. The easement shall not be exercised by the Cooperative in a manner so as to prevent or unreasonably interfere with the use and enjoyment of the Property or any portion of the Property by Grantor, its employees, servants, agents, and invitees.
2. The items to be constructed, installed, operated, etc. on the Easement Premises shall be constructed, installed, and operated in a safe manner, consistent with all applicable laws, industry standards, manufacturers' requirements, and the like.
3. Any damage to the Property caused by the Cooperative's activities on the Property, shall be replaced or repaired by the Cooperative to the satisfaction of the Grantor.
4. The Cooperative shall not place, keep, store, or permit to be placed, kept or stored on the Property any equipment or materials except during the times as Cooperative's employees or agents are physically present and conducting activities permitted under this Agreement.
5. The easement granted hereby shall be perpetual except that it shall automatically terminate without the necessity of any action by Grantor, should the Cooperative, or any of its successors or assigns violate the terms and conditions of this instrument or cease to operate or otherwise entirely abandon the Easement Premises and/or any items located thereon for a period of one (1) year or more. The Cooperative shall give written notice to Grantor of its intent to cease operations and/or abandon the Easement Premises, and the referenced one (1) year period shall run from the date of receipt of such notice by the Grantor.
6. Any rights to the Easement Premises not specifically granted to the Cooperative herein, are reserved to the Grantor, its successors or assigns.

7. The Grantor agrees that all lines, facilities, structures and related apparatuses and appliances installed on or in the above described land by the Cooperative or its representative(s) shall be and remain the property of the Cooperative, removable or replaceable at its option; and that the Grantor will not construct any structure within said Easement Premises. The Grantor agrees that no wells shall be dug on said Easement Premises, that no septic tank, absorption pits, or underground storage tanks shall be placed on the Easement Premises, that no building or other structures shall be erected thereon; and that said Easement Premises shall not be used for burial grounds.
8. The Cooperative agrees that in locating or relocating and installing its structures and anchors, it will endeavor to take advantage of roadways, streets, ditches, hedgerows, etc., so as to cause the least interference to the Grantor's said land; and that if, in the construction of said lines, facilities or structures, any injury is necessarily done to crops, fences, bridges or roads, it will repair or replace such fences, bridges or roads, and will pay the Grantor for injury to such crops.
9. Cooperative shall indemnify, defend, and hold the Grantor, its representatives, agents, employees, successors, and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings of any nature, including, without limitation, for injury to any persons (including death) or property which may be claimed to have arisen directly from or out of (i) any damage, accident, injury, or other similar occurrences in or on the Property, including the Easement Premises, due to Cooperative's negligence or misconduct; or (ii) the use, maintenance, or repair of the Easement Premises by Cooperative, its guests, invitees, agents, or contractors. It is expressly understood and agreed that, notwithstanding anything in this Agreement to the contrary, the liability of Grantor hereunder, to the extent any exists, shall be limited solely and exclusively to the interest of Grantor in and to the Property, and neither Grantor, nor any of its representatives, successors, employees, affiliates or agents, shall have any personal liability for any claim arising hereunder. Cooperative hereby expressly waives and releases Grantor and such representatives, successors, employees, affiliates, and agents from any and all personal liability.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement unto the Cooperative, its successors and assigns, forever.

S/O # _____
ACCT # _____
JOB # _____
DATE _____

ELECTRIC LINE RIGHT-OF-WAY EASEMENT

STATE OF SOUTH CAROLINA) Map No. Near 359-08-025
COUNTY OF OCONEE) Tax Map 256-00-01-006

KNOW ALL MEN BY THESE PRESENTS, that Oconee County and its successors and assigns (hereinafter referred to as "Grantor") for good and valuable consideration from Blue Ridge Electric Cooperative, Inc., whose principal office is located in Pickens, South Carolina (hereinafter referred to as the "Cooperative"), the receipt of which is hereby acknowledged, does hereby grant unto the Cooperative, its successors, lessees and assigns, the perpetual right, privilege, and easement, without covenants or warranties of any kind, and subject to the terms set forth, and the privileges specifically retained and reserved, herein by Grantor:

1. To go upon the tract of land of the Grantor, containing 254.81 acres, more or less, adjacent to Shiloh Road, Nebo Church Road, Airline Road, situated about Three miles in the South East direction from the town of Seneca, and being bounded by lands of Fred P & Beatrice T Hamilton, Belinda H Ross, Norfolk Southern Railroad, and Shiloh Road Oconee County, South Carolina as depicted on "Exhibit A," attached hereto and incorporated herein by reference (the "Property").
2. To construct, reconstruct, locate, relocate, operate, maintain and repair in, upon, over, under and through said land, within the easement strip such structures, underground wires, and other necessary fixtures, apparatuses and appliances, electrical distribution lines or systems, and any support structures and anchors that must be located outside of the easement strip, for the purpose of distributing electricity by one or more circuits and of carrying wires of the Cooperative or any lessee thereof. The referenced easement strip is also identified on "Exhibit A" and shall be referred to hereinafter as the "Easement Premises."

The Easement Premises are further defined as: eight feet on each side of where the underground facilities are installed, all as depicted on Exhibit A.

3. To enter upon said land at any time for the purposes of inspecting said lines and facilities and making necessary repairs and alterations thereof.
4. Subject to the approval of Grantor, which approval will not be unreasonably withheld, to make such changes, alterations and substitutions in said lines,

facilities or structures from time to time as the Cooperative deems advisable or expedient.

5. To keep and maintain, as the Cooperative deems necessary, the Easement Premises clear of all structures, trees, stumps, roots, shrubbery and undergrowth along said lines, facilities or structures for a space of up to the right-of-way widths listed in Item 2.
6. To trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the Easement Premises which, in the opinion of the Cooperative, might interfere with or fall upon the electric or communication facilities within the Easement Premises.
7. To implement the following provisions:

The foregoing grant of easement shall, at all times, be subject to the following terms and conditions:

1. The easement shall not be exercised by the Cooperative in a manner so as to prevent or unreasonably interfere with the use and enjoyment of the Property or any portion of the Property by Grantor, its employees, servants, agents, and invitees.
2. The items to be constructed, installed, operated, etc. on the Easement Premises shall be constructed, installed, and operated in a safe manner, consistent with all applicable laws, industry standards, manufacturers' requirements, and the like.
3. Any damage to the Property caused by the Cooperative's activities on the Property, shall be replaced or repaired by the Cooperative to the satisfaction of the Grantor.
4. The Cooperative shall not place, keep, store, or permit to be placed, kept or stored on the Property any equipment or materials except during the times as Cooperative's employees or agents are physically present and conducting activities permitted under this Agreement.
5. The easement granted hereby shall be perpetual except that it shall automatically terminate without the necessity of any action by Grantor, should the Cooperative, or any of its successors or assigns violate the terms and conditions of this instrument or cease to operate or otherwise entirely abandon the Easement Premises and/or any items located thereon for a period of one (1) year or more. The Cooperative shall give written notice to Grantor of its intent to cease operations and/or abandon the Easement Premises, and the referenced one (1) year period shall run from the date of receipt of such notice by the Grantor.

6. Any rights to the Easement Premises not specifically granted to the Cooperative herein, are reserved to the Grantor, its successors or assigns.
7. The Grantor agrees that all lines, facilities, structures and related apparatuses and appliances installed on or in the above described land by the Cooperative or its representative(s) shall be and remain the property of the Cooperative, removable or replaceable at its option; and that the Grantor will not construct any structure within said Easement Premises. The Grantor agrees that no wells shall be dug on said Easement Premises, that no septic tank, absorption pits, or underground storage tanks shall be placed on the Easement Premises, that no building or other structures shall be erected thereon; and that said Easement Premises shall not be used for burial grounds.
8. The Cooperative agrees that in locating or relocating and installing its structures and anchors, it will endeavor to take advantage of roadways, streets, ditches, hedgerows, etc., so as to cause the least interference to the Grantor's said land; and that if, in the construction of said lines, facilities or structures, any injury is necessarily done to crops, fences, bridges or roads, it will repair or replace such fences, bridges or roads, and will pay the Grantor for injury to such crops.
9. Cooperative shall indemnify, defend, and hold the Grantor, its representatives, agents, employees, successors, and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings of any nature, including, without limitation, for injury to any persons (including death) or property which may be claimed to have arisen directly from or out of (i) any damage, accident, injury, or other similar occurrences in or on the Property, including the Easement Premises, due to Cooperative's negligence or misconduct; or (ii) the use, maintenance, or repair of the Easement Premises by Cooperative, its guests, invitees, agents, or contractors. It is expressly understood and agreed that, notwithstanding anything in this Agreement to the contrary, the liability of Grantor hereunder, to the extent any exists, shall be limited solely and exclusively to the interest of Grantor in and to the Property, and neither Grantor, nor any of its representatives, successors, employees, affiliates or agents, shall have any personal liability for any claim arising hereunder. Cooperative hereby expressly waives and releases Grantor and such representatives, successors, employees, affiliates, and agents from any and all personal liability.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement unto the Cooperative, its successors and assigns, forever.

The Grantor covenants that he is the owner of the above described lands.

IN WITNESS WHEREOF, Grantor has set his hand(s) and seal(s) this _____ day of _____, 20____.

Signed sealed and delivered in the presence of:

Grantor

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2015-34

AUTHORIZING A FEE-IN-LIEU-OF-TAX ARRANGEMENT ON BEHALF OF BAXTER MANUFACTURING, LLC (“COMPANY”) PURSUANT TO A FEE-IN-LIEU-OF-TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA (“COUNTY”) AND THE COMPANY; AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY; AND OTHER MATTERS RELATING TO THE FOREGOING.

WHEREAS, Oconee County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized and empowered under and pursuant to the provisions of the Code of Laws of the State of South Carolina, 1976, as amended (“Code”), including, without limitation, Titles 4 and 12, including, particularly, Chapter 44 of Title 12 of the Code (collectively, “Act”), and the case law of the Courts of the State of South Carolina (“State”), to offer and provide certain privileges, benefits, and incentives to prospective industry as inducements for economic development within the County; to acquire, or cause to be acquired, properties (which such properties constitute “projects” as defined in the FILOT Act) and to enter into agreements with qualifying industry to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such projects through which powers the industrial and business development of the State will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, tourism or other public benefits not otherwise provided locally;

WHEREAS, the County is authorized by Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code (“MCIP Act”), to enter into agreements with one or more counties for the creation and operation of one or more joint-county industrial and business parks and to include within the boundaries of such parks the property of eligible companies;

WHEREAS, pursuant to the MCIP Act, the County intends to form a multi-county industrial park with Pickens County, South Carolina (“Park”) and enter into a multi-county park agreement (“Park Agreement”) with respect to the Project (defined below) which governs the operation of the Park;

WHEREAS, Baxter Manufacturing, LLC, a South Carolina limited liability company, along with any other authorized Sponsors and Sponsor Affiliates of the Company (collectively, “Company”) (all as further specified in the Fee Agreement (as further defined herein), and in the FILOT Act), is considering acquiring by construction or purchase certain improvements, furnishings, fixtures, machinery, apparatus, and equipment, for the purpose of establishing its design and manufacturing operations in the County (collectively, “Project”), which will result in a total investment of an expected Ten Million Dollars (\$10,000,000) in the County, all within the meaning of the FILOT Act, and the creation of an expected seventy (70) new, full-time jobs during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired and ending five (5) years after the last day of the Company’s first property tax year during which the Project is placed in service (“Investment Period”);

WHEREAS, the County has determined, after due investigation, that the Project would be aided by the availability of the assistance which the County might render through (1) entering into a fee-in-lieu of *ad valorem* taxes agreement (“Fee Agreement”) with the Company with respect to eligible parts of the Project,

under and pursuant to the FILOT Act; (2) a conveyance, lease-purchase, or other similar arrangement, between the County and the Company or a third-party developer, of the real property, as more particularly described on Exhibit B (“Project Site”), as is, at nominal consideration; (3) the ultimate conveyance of the Project Site to the Company or a third-party developer; (4) placing the Project Site into the Park; and (5) the commitment by the County to certain other incentives specified in the Fee Agreement;

WHEREAS, based on the representations of the Company, the County has determined that the foregoing inducements to the Company along with other economic development incentives to be given to the Company by the State will, to a great degree of certainty, result in the acquisition and construction of the Project in the County and has determined to approve such incentives; and

WHEREAS, in furtherance thereof, the County, by Resolution No. 2015-16 adopted by the County Council of the County on November 3, 2015, formally identified the Project as a “project,” as provided in the FILOT Act.

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

Section 1. The foregoing recitals are all hereby adopted as findings of fact, for purposes of this Ordinance.

Section 2. As contemplated by the FILOT Act and based on the representations of the Company as recited herein, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” as said term is referred to and defined in the FILOT Act, and will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally;

(c) Neither the Project, nor any documents or agreements entered into by the County in connection therewith will constitute or give rise to any pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

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

(e) The benefits of the Project to the public are greater than the costs to the public;

(f) The Fee Agreement will require the Company to make fee-in-lieu of tax payments in accordance with the provisions of the FILOT Act; and

Section 3. The form, terms, and provisions of the Fee Agreement, presented to this meeting as Exhibit A to this Ordinance and filed with the Clerk to County Council, are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council be and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County

thereunder and as shall be approved by the officials of the County executing the same upon the advice of legal 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 now before this meeting.

Section 4. The County Council hereby authorizes (a) the creation of the Park through the Park Agreement with Pickens County, in which the County and Pickens County will include the Project Site, and (b) the execution of any documents necessary to reflect the location of the Project Site in the multi-county business / industrial park during the entire term of the Fee Agreement.

Section 5. Subject to the terms and conditions of the Fee Agreement and, ultimately, the successful construction of the Project on the Project Site by the Company (as evidenced by the issuance by the County of a Certificate of Occupancy to the Company for the Project building(s)), the County is authorized to convey the Project Site, through lease-purchase, direct conveyance, or other similar arrangement, to the Company or a third-party developer for nominal consideration, for the construction of the Project in the County and other good and sufficient consideration, as set forth in the Fee Agreement, first, on a conditional basis, in order to construct the Project, and then in fee simple title, as is. The Chairman of County Council and the County Administrator are hereby authorized and directed to execute all appropriate documents, in form and substance acceptable to them in their sole discretion, and with all necessary safeguards built in to protect the County's interests as to the Project Site until completion of construction of the Project and do all things necessary, upon the advice of legal counsel to the County, to effect such transfer of the Project Site, which is shown in greater specificity on that certain plat of real property dated July 3, 2015, prepared by Lavender, Smith & Associates, Inc., attached hereto as Exhibit B. Reference to Exhibit B is hereby craved for detail as to the specific property authorized to be conveyed by this Ordinance. The initial conveyance of the Project Site is subject to the County's right to ensure the Project is (x) completed in a timely manner and (y) transferred to the Company in a form mutually agreeable to the County, the Company, and the developer in a timely manner. If (a) the Project is (i) not completed in a timely manner and (ii) the Project Site is not conveyed to the Company in a timely manner, or (b) the County does not receive payment at an agreed on value for the Project Site, then the County has the right to have the Project Site, with all improvements thereon, vested in the County

Section 6. Notwithstanding any other provisions, the County is executing the Fee Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the FILOT Act, among other things. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in the State.

Section 7. The Chairman of County Council and the Clerk to County Council, and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 8. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision 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 9. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict only, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Done in meeting duly assembled: April 5, 2016.

OCONEE COUNTY, SOUTH CAROLINA

Chairman of County Council
Oconee County, South Carolina

ATTEST:

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

Approved as to form:

David Root, County Attorney

First Reading: October 20, 2015
Second Reading: November 3, 2015
Third Reading: April 5, 2016
Public Hearing: April 5, 2016

**EXHIBIT A
FORM OF FEE AGREEMENT**

[ATTACHED]

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

BETWEEN

BAXTER MANUFACTURING, LLC

AND

OCONEE COUNTY, SOUTH CAROLINA

DATED AS OF _____, 2016

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[TO BE UPDATED PRIOR TO EXECUTION]

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Exhibit A – Description of Property

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“Fee Agreement”) is entered into, effective, as of the _____ day of _____, 2016, between Oconee County, South Carolina (“County”), a body politic and corporate and a political subdivision of the State of South Carolina (“State”), acting through the Oconee County Council (“County Council”) as the governing body of the County, and Baxter Manufacturing, LLC, a South Carolina limited liability company, and, to the extent allowed by law and this Fee Agreement, its affiliates and assigns, Sponsors and Sponsor Affiliates (collectively, “Company” and with County, “Parties,” each, a “Party”).

WITNESSETH:

(a) The County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Act”) to enter into a fee agreement with qualifying industries to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

(b) Pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (“MCIP Act”), the County is authorized (a) to develop multi-county industrial parks in partnership with counties having contiguous borders with the County, (b) to include within the boundaries of such parks the property of eligible companies; and (c) to grant credits in order to assist a company located in a multi-county industrial park in paying the cost of designing, acquiring, constructing, improving, or expanding (I) the infrastructure serving the County or the property of a company located within such multi-county industrial parks or (II) improved or unimproved real estate and personal property used in the operation of a manufacturing enterprise located within such multi-county industrial park in order to enhance the economic development of the County;

(b) Pursuant to the Act and based on representations made by the Company to the County, the County, by Ordinance No. 2015-34, adopted on April 5, 2016 (“Fee Ordinance”) determined that (a) the Project (as defined below) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

(c) During the Investment Period (defined below), the Company shall make an investment of approximately \$10,000,000 (“Investment”) and create approximately 70 new, full-time jobs (“Job Requirement”), to create a manufacturing and design facility in Oconee County, on a site as more fully described on the attached Exhibit A (“Project”);

(d) Pursuant to a resolution adopted on November 3, 2015 (“Identifying Resolution”), the County formally identified the Project, as a “project” as provided in the Act; and

(e) Pursuant to the Fee Ordinance, the Act and the MCIP Act, the County Council authorized (a) the execution and delivery of this Fee Agreement with the Company, (b) the inclusion of the Project in a multi-county industrial-business park jointly developed with Pickens County, South Carolina; (c) the conveyance of certain real property and real property rights from the County to the Company; and certain other incentives described in the Fee Ordinance.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, Parties agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

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

“Clerk to County Council” means the Clerk to County Council of Oconee County, South Carolina.

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

“Commencement Date” means the last day of the property tax year during which Economic Development Property (defined below) is first placed in service, not to be later than the last day of the property tax year that is three years from the year in which the Parties entered into this Fee Agreement.

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

“County Council” means the Oconee County Council, the governing body of the County.

“Diminution of Value,” in respect of any Phase of the Project, means any reduction in the value based on original fair market value as determined in Step 1 of Section 3.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company’s removal of equipment pursuant to Section 3.7 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 3.8 of this Fee Agreement, or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 3.9 of this Fee Agreement.

“Economic Development Property” means all items of real and tangible personal property comprising the Project which qualify as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with their annual filing of a SCDOR PT-100, PT-300 or comparable forms with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period, as that period may be extended. Title to all Economic Development Property shall at all times remain vested in the Company, except as may be necessary to take advantage of the effect of Section 12-44-160.

“Equipment” means all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company during the Investment Period, as that period may be extended, as a part of the Project.

“Event of Default” means any Event of Default specified in Section 3.12 of this Fee Agreement.

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

“FILOT Payment” means each payment in lieu of taxes which the Company is obligated to pay to the County.

“Improvement” means each improvement, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company during the Investment Period, as that period may be extended.

“Investment Period” means the period commencing on the first day Economic Development property is purchased or acquired, which must be no later than the Commencement Date, and ending on the last day of the 5th property tax year following the later of the property tax year in which Economic Development property is first placed in service or the property tax year in which this Fee Agreement is executed (such ending date is anticipated to be December 31, 2021); provided a later date may apply in accordance with Section 3.1 of this Fee Agreement, or may otherwise be agreed to, in writing, by the Company and County (if so authorized by the County Council then in office) pursuant to the Act.

“Phase,” in respect to the Project, means the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

“Phase Termination Date” means, with respect to each Phase of the Project, the day 30 years after each such Phase of the Project becomes subject to the terms of this Fee Agreement, unless the Phase Termination Date is extended in accordance with this Fee Agreement or as otherwise agreed to, in writing, between the County (if so authorized by the County Council then in office) and the Company in accordance with the Act.

“Project” means the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases. The Project involves an initial investment of sufficient sums to qualify under the Act.

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

“Removed Component” means the following types of components or Phases of the Project or portions thereof, all of which the Company, as the case may be, shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 3.6(c) or Section 3.7(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 3.5 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Sponsor” shall have the meaning given in the Act.

“Sponsor Affiliate” shall the meaning given in the Act.

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

(b) the Project constitutes a “project” within the meaning of the Act.

(c) by due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

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

(a) the Company is or will be qualified to do business in the State of South Carolina and has power to enter into this Fee Agreement.

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

(c) the Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof.

(d) in accordance with the Act, the Company, as sponsor, along with any authorized Sponsor or Sponsor Affiliate, intends to make the investment and meet the job creation expectation, each as stated in the preamble of this Fee Agreement, by the end of the Investment Period.

ARTICLE III FILOT PAYMENTS

Section 3.1. *Negotiated FILOT Payments.* Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes on all Economic Development Property comprising the Project and placed in service during the Investment Period. The amount of such annual FILOT Payments shall be determined by the following procedure:

Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arm’s length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue and Taxation will

determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

- Step 2: Multiply the fair market value by an assessment ratio of 6% to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the 29 years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended.
- Step 3: Multiply the taxable value for each year by the fixed millage rate, at the Project site, for all taxing entities, on June 30, 2015, which the parties believe to be 215.0 mills, to determine the amount of the FILOT Payments which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended.

The Parties intend and hereby agree to treat the aggregate minimum investment required under the Act for purposes of this Agreement and the FILOT authorized hereby and by the Act, to be \$5,000,000, rather than \$2,500,000, and treat the relationship of the parties under the Act and this Agreement as if the Act required a \$5,000,000 minimum investment in the Project to qualify for application of the Act to the Project. The Parties do *not* intend the \$5,000,000 minimum investment threshold to apply with respect to the Company's right to involve Sponsors or Sponsor Affiliates in meeting the minimum investment threshold: that is, if the total minimum investment in the Project is at least \$5,000,000 (without regard to depreciation or reappraisal), then the distribution of the investment among the Company and any other Sponsor or Sponsor Affiliate is controlled by the language of the Act, notwithstanding the first sentence of this paragraph.

If it is determined by a final order of a court of competent jurisdiction or by agreement of Parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, then the payment shall be reset at the minimum permitted level so determined (if so authorized by the County Council then in office).

If the Act or the above-described FILOT Payments are declared invalid or unenforceable, in whole or in part, for any reason, by the final order of a court of competent jurisdiction, Parties express their intention that such payments and the Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company the benefits to be derived hereunder. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Company shall be equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project were and had not been Economic Development Property as defined under the Act. In such event, any amount determined to be due and owing to the County from the Company, as the case may be, with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law.

If legislation reducing the minimum assessment ratio or millage rate shall be enacted by the State, the County agrees to give good faith consideration to amending any inducement agreement, resolution, ordinance, fee-in-lieu of tax agreement or lease agreement, including this Fee Agreement, in this matter, all as the case may be, to afford the Company the lowest assessment ratio and millage rate permitted by law. Moreover, if taxes on real or personal property shall be abolished in the County or the State, the Company may terminate the Fee Agreement with no penalty to the Company. In any such event, however, any amounts already due and owing under this Fee Agreement will still be due and owing.

Further, if the Company invests a \$5,000,000 minimum investment in the Project within the first five years of the Investment Period, the Company may request an extension of the Investment Period and an extension of the terms of the FILOT Payments and this Fee Agreement from the County. Upon written approval of the County Council then in office, in its sole discretion, (a) the Investment Period may be extended by up to an additional 5 years, such that the total Investment Period could then be as long as 10 years ("Extended Investment Period"), or (b) the terms of the FILOT Payments and this Fee Agreement may be extended by an additional 10 years, to a total of 40 years, or (c) both (a) and (b), all in accordance with the Act, all wherever such Investment Period, and term of this Fee Agreement and the FILOT Payments, respectively, appear in this Fee Agreement.

Section 3.2. FILOT Payments on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows:

(a) to the extent that the income tax basis of the Replacement Property ("Replacement Value") is less than or equal to the original income tax basis of the Removed Components ("Original Value") the amount of the FILOT Payments to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 3.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 3.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to 30 (or, if greater, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components ("Excess Value"), the FILOT Payments to be made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 3.3. Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, and subject to the terms of Section 3.5, hereof, the FILOT Payment with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 3.1 hereof.

Section 3.4. Place and Allocation of FILOT Payments. The Company shall make the above-described FILOT Payments directly to the County in accordance with the Act.

Section 3.5. Removal of Equipment. Subject, always and in every event, notwithstanding any other provision of this Fee Agreement, to the requirement to maintain the minimum investment value of \$5,000,000 (without regard to depreciation or reappraisal) as described in Section 3.1 in service in the Project at all times, once that level has been achieved, in order to keep this Agreement in effect, the

Company shall be entitled to remove, in its sole discretion, components of or Phases of the Project from the Project with the result that said components or Phases (“Removed Components”) shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement.

Section 3.6. *Damage or Destruction of Project.*

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

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may in its sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject, always, to the provisions of Section 3.5, hereof. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 3.1 hereof.

(c) *Election to Remove.* In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components, to the extent allowed by law and this Fee Agreement, including, without limitation, Section 3.5, hereof.

Section 3.7. *Condemnation.*

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

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Section 3.5, hereof; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 3.8. *Maintenance of Existence.* The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its corporate existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Notwithstanding the foregoing provisions, the Company may at any time engage on an as-needed basis in any corporate restructuring or merger activities, the result of which may be the transfer or assignment of the benefits granted hereunder to a new entity, so long as the Company is the surviving entity in such restructuring or merger, and the resulting entity has a net worth at least as great as the Company at the time of such restructuring or merger.

Section 3.9. *Confidentiality/Limitation on Access to Project.* The County acknowledges and understands that the Company utilizes confidential and proprietary “state-of-the-art” manufacturing and design equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including, but not limited to, disclosures of financial or other information concerning the

Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall knowingly and intentionally disclose or otherwise divulge any such clearly identified and marked confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any such clearly identified and marked confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 3.10. *Assignment and Subletting.* This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act. The County must consent to such transfers in order for this Agreement to remain in effect, and to the extent any further consent is requested, such consent will not unreasonably be withheld, and the County may grant such consent by adoption of a resolution.

Section 3.11. *Leased Equipment.* To the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments as described in Section 3.1 hereof, to be applicable to personal property to be installed in the buildings and leased to but not purchased by the Company from at least one third party, under any form of lease, and if the County Council then in office so consents in writing or by formal action, then that personal property, at the Company's sole election, will be subject to FILOT Payments to the same extent as the Equipment under this Fee Agreement. In such event, this Fee Agreement shall be interpreted or modified as appropriate to give proper application to this Fee Agreement to the additional personal property without any amendment to this Fee Agreement; therefore, no action by County Council beyond the written consent or formal action would be required. The County Administrator, after consulting with the County Attorney, is authorized to make modifications, if any, as may be appropriate to give effect to this Section.

Section 3.12. *Events of Default.* The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the FILOT Payments described in Section 3.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Company or County, respectively, to perform any of the other material terms, conditions, obligations or covenants of the Company or County, respectively, hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company or vice versa, as appropriate, specifying such failure and requesting that it be remedied, unless the complaining party shall agree in writing to an extension of such time prior to its expiration.

(c) If the Company ceases operations which means closure of its facility in the County or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months.

Section 3.13. Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County or Company, after having given written notice to the other party of such default and after the expiration of a 30 day cure period, shall have the option to take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the other party under this Fee Agreement.

Section 3.14. Remedies Not Exclusive. No remedy conferred upon or reserved to the County or Company under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County or Company to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the other party is not competent to waive.

Section 3.15. Future Filings. As permitted under Section 12-44-55 of the Act, the Company and County hereby waive application of any of the recapitulation requirements as set forth in Section 12-44-55, to the extent that and so long as the terms and conditions of this Section are met. Whenever the Company shall be required by any governmental or financial entity to file or produce any reports, notices, returns, or other documents while this Agreement is in effect, the Company or owner of the Project at the time shall promptly furnish to the County through the County Attorney, the Clerk to County Council, and the County Auditor the completed form of such required documents together with a certification by the Company or owner of the Project that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company or owner to comply with this provision, the Company or owner agrees to pay the statement for attorneys' fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within 30 days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents.

Section 3.16. Fiscal Year; Property Tax Year. If the Company's fiscal year changes so as to cause a change in the Company's property tax year, then the timing of the requirements of this Fee Agreement are automatically revised accordingly.

Section 3.17. Indemnification. (a) The Company shall and agrees to indemnify, defend and save the County, including the members of the governing body of the County, and the employees, officers and agents of the County (herein collectively referred to as the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or Company arising from the conduct or management of, or from any work or thing done on the Project during the term of the Fee Agreement(s) (regardless of when said claim(s) is asserted), and, the Company shall further indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the term of the Fee Agreement (regardless of when said claim(s) is asserted) from: (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under the Fee Agreement, (iii) any act of the Company or any of its agents, contractors, servants, employees or licensees, related to the Project, (iv) any act of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, related to the Project, (v)

any environmental violation, condition, or effect of, upon or caused by the Project, (vi) the County's execution of this Fee Agreement, (vii) performance of the County's obligations under this Agreement (viii) the administration of its duties pursuant to this Agreement, or (ix) otherwise by virtue of the County having entered into this Fee Agreement, other than for those claims occasioned by the Indemnified Parties' own willful misconduct or gross negligence or that of any employee or representative of the Indemnified Parties. The Company shall indemnify, defend and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from an Indemnified Party, the Company shall defend it in any such action, prosecution or proceeding with legal counsel reasonably acceptable to the County.

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties not incur pecuniary liability by reason of the terms of the Fee Agreement, or the undertakings required of the County hereunder, by reason of the execution of the Fee Agreement, by reason of the performance of any act requested of it by the Company, or the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or Company, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, , other than for those claims occasioned by the Indemnified Parties' own willful misconduct or gross negligence or that of any employee or representative of the Indemnified Parties, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel reasonably acceptable to the County.

(c) These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

ARTICLE IV MISCELLANEOUS

Section 4.1. Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Oconee County, South Carolina
 T. Scott Moulder, County Administrator
 415 S. Pine Street
 Walhalla, South Carolina 29691
 Telephone: 864.638.4245
 Facsimile: 864.638.4246
 E-mail: smoulder@oconeesc.com

WITH A COPY TO: Oconee County Attorney
(does not constitute notice) David A. Root, Esquire
 415 South Pine Street
 Walhalla, South Carolina 29691

Telephone: 864.364.5332
Facsimile: 864.638.4246
droot@oconeesc.com

AS TO THE COMPANY: Baxter Manufacturing, LLC

WITH A COPY TO: Michael E. Kozlarek, Esquire
(does not constitute notice) Parker Poe Adams & Bernstein LLP
1201 Main Street, Suite 1450 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509
Telephone: 803.255.8000
Facsimile: 803.255.8017
Email: michaelkozlarek@parkerpoe.com

Section 4.2. *Binding Effect.* This Fee Agreement shall be binding, in accordance with its terms, upon and inure to the benefit of the Company and the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 4.3. *Counterparts.* This Fee Agreement may be executed in any number of counterparts, in original, by facsimile or by other electronic means, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 4.4. *Governing Law.* This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 4.5. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 4.6. *Amendments.* The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered into between Parties.

Section 4.7. *Further Assurance.* From time to time the County agrees to execute and deliver to the Company, at the sole expense of the Company, such additional instruments as either may reasonably request to effectuate the purposes of this Fee Agreement.

Section 4.8. *Severability.* If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived

herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

Section 4.9. *Limited Obligation.* ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 4.10. *Force Majeure.* The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 4.11. *County Expenses.* The Company shall reimburse the County for reasonable and necessary expenses, including, reasonable and necessary attorneys' fees, related to review and negotiation of the Transaction Documents, excluding those documents and review related to the Real Property Transactions, in an amount not to exceed \$5,000, absent extraordinary circumstances; provided, that the Company is not required to reimburse the County for any: (1) expenses incurred by the County in the ordinary course of its operation, including with respect to tax- and fee-payers; or (2) expenses incurred by the County in defending suits brought by the Company based on a default by the County under the Fee Agreement or related transaction documents. The Company shall reimburse the County no more than 30 days after receiving an invoice from the County, or its agents, in which the amount and the general nature of the expense is provided. The County's legal expenses related to the Real Property Transactions are not anticipated to exceed \$3,500.

Section 4.12. *Execution Disclaimer.* Notwithstanding any other provision, the County is executing as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance upon representations by the Company that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

Section 4.13. *Transfer of Real Property.* As part of the County's offer of incentives to induce the Company to locate in the County, by separate documents the County shall agree to a lease-purchase or other similar arrangement with the Company regarding the real property described on Exhibit A. The lease-purchase shall provide for the use of the real property described on Exhibit A for the construction of the Project, and then the ultimate transfer of the property to the Company for \$1.00 if certain conditions, as described in lease-purchase, or other similar, documents, are met (the "Real Property Transactions"). The Real Property transactions are hereby approved by County Council, through this Fee Agreement and the Fee Ordinance, without further legislative authorization by County Council required, subject to proper execution and delivery of the documents related to the Real Property Transactions by the Chairman of County Council upon the advice of legal counsel to the County. The initial conveyance of the Project Site is subject to the County's right to ensure the Project is (x) completed in a timely manner and (y) transferred to the Company in a form mutually agreeable to the County, the Company, and the developer in a timely manner. If (a) the Project is (i) not completed in a timely manner and (ii) the Project Site is not conveyed to the Company in a timely manner, or (b) the County does not receive payment at an agreed on value for the Project Site, then the County has the right to have the Project Site, with all improvements thereon, vested in the County.

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

OCONEE COUNTY, SOUTH CAROLINA

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

(SEAL)
ATTEST:

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

IN WITNESS WHEREOF, the Company, acting by and through its duly authorized officer, has caused this Fee Agreement to be executed in its name and on its behalf, effective as of the day and year first above written.

BAXTER MANUFACTURING, LLC

By: _____
Name:
Title:

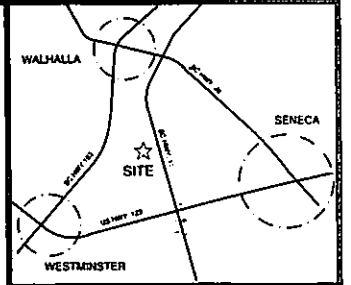
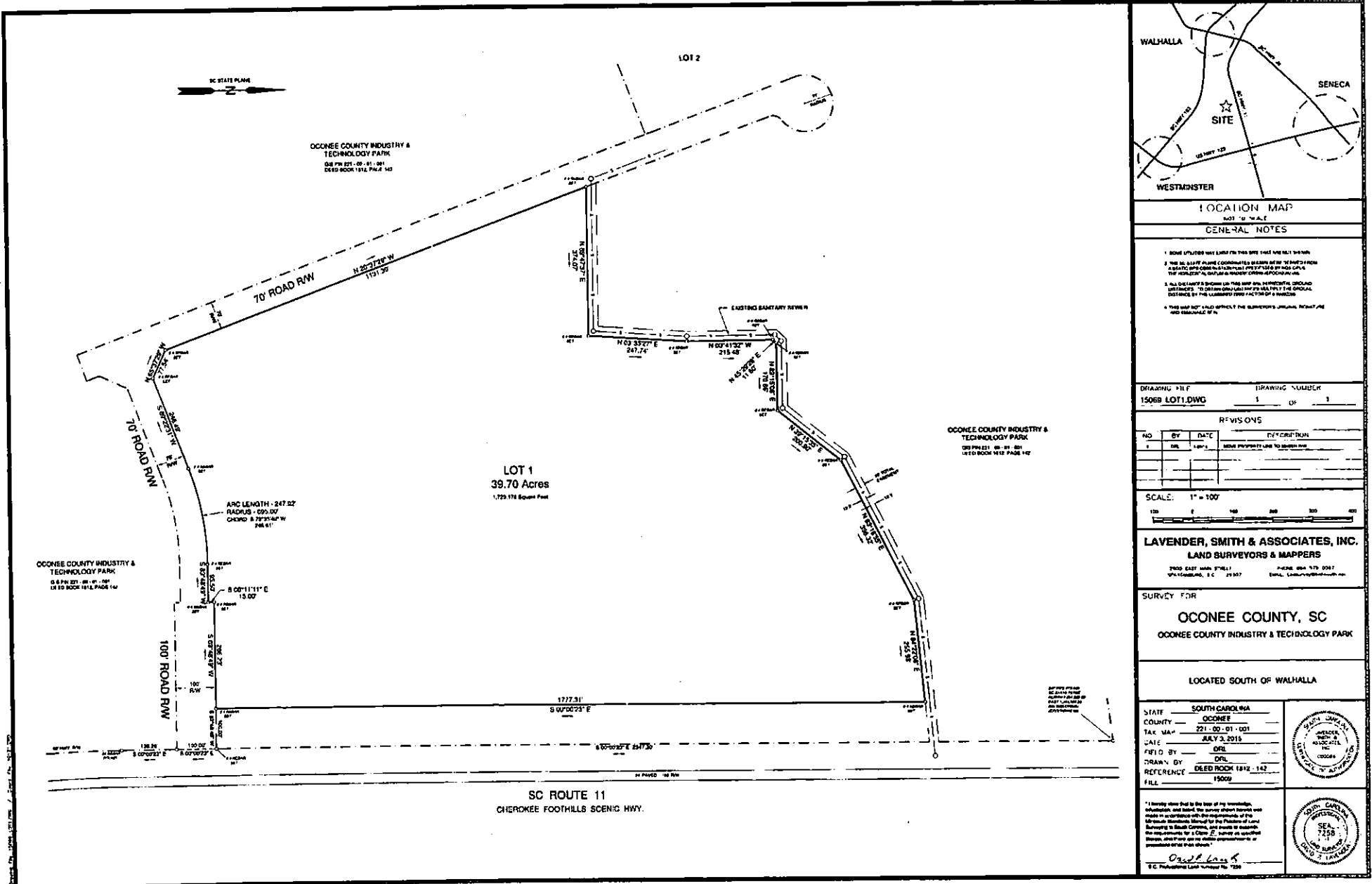
EXHIBIT A
DESCRIPTION OF REAL PROPERTY

All that certain piece, parcel or lot of land, lying arid being in the Oconee County, State of South Carolina, being 39.70 acres, more or less, and being more fully shown on a survey prepared by Lavender, Smith & Associates, Inc. dated July 3, 2015 and having the following metes and bounds as shown thereon, a copy of which is attached to this Exhibit A.

**EXHIBIT B
PLAT**

[ATTACHED]

Exhibit B



LOCATION MAP
SCALE: 1" = 1/4 MILE

GENERAL NOTES

1. BOUND LINES MAY VARY FROM THIS DATE TO THE NEXT SURVEY.
2. THIS SURVEY IS A PARTIAL SURVEY OF THE ENTIRE TRACT DESCRIBED IN DEED BOOK 1812, PAGE 142.
3. ALL DISTANCES ARE IN FEET UNLESS OTHERWISE SPECIFIED.
4. THIS MAP WAS PREPARED BY THE SURVEYOR'S PERSONAL MEASUREMENTS AND CALCULATIONS.

DRAWING FILE		DRAWING NUMBER	
1506B LOT1.DWG		1 OF 1	
REVISIONS			
NO.	BY	DATE	DESCRIPTION
1	DL	7/13/15	ISSUE PROPERTY LINE TO OWNER
SCALE: 1" = 100'			

LAVENDER, SMITH & ASSOCIATES, INC.
LAND SURVEYORS & MAPPERS

2100 EAST MAIN STREET
WALHALLA, S.C. 29587

PHONE: 804.579.2017
FAX: 804.579.2017

SURVEY FOR
OCONEE COUNTY, SC
OCONEE COUNTY INDUSTRY & TECHNOLOGY PARK

LOCATED SOUTH OF WALHALLA

STATE	SOUTH CAROLINA
COUNTY	OCONEE
TAX MAP	221-02-01-001
DATE	JULY 3, 2015
FILED BY	DL
DRAWN BY	DL
REFERENCE	DEED BOOK 1812, PAGE 142
FILE	1506B

I hereby state that to the best of my knowledge, information, and belief the survey shown herein was made in accordance with the requirements of the Uniform Standards Method for the Practice of Land Surveying in South Carolina, and comply with the requirements for a Class 2 Survey as specified therein, and there are no other persons entitled to a pre-emptive claim to this land.

Dave Smith
S.C. Professional Land Surveyor No. 7238

Economic Development Impact

Summary Analysis

Construction Benefit:	\$3,085,923
Facility Operation Benefit:	\$6,183,088
Employee Benefit:	\$46,955
Visitor Benefit:	\$13,980
Total Benefit:	\$9,329,946

Development Costs:	\$908,500
Operational Costs:	\$193,500
Employee Costs:	\$16,973
Total Costs:	\$1,210,973

The Benefit to Cost (year 1) is: **\$7.70 : 1**

The Benefit to Cost (yr 2+) is: **\$20.11 : 1**

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

Project Data

New Building (Construction)	\$	4,500,000
Existing Building	\$	-
Land Cost	\$	1,790,100
Equipment (Less Pollution Cor	\$	16,200,000
Employees		87
Avg. Hourly Wage	\$	26.35
Avg. Salary	\$	52,700
Total Direct Payroll	\$	4,584,900

Project Multipliers

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

Employment Impacts

Employment -- Direct		87
Employment -- Indirect		64
<u>Total Employment Impact</u>		151

Net Costs	<u>Year 1</u>	<u>20-Year NPV</u>
Local	\$ 1,832,834	\$ 2,468,229
<u>Total State & Local Costs</u>	<u>\$ 1,832,834</u>	<u>\$ 2,468,229</u>
 Net Benefits		
Local	\$ (1,526,034)	\$ 85,871
Local Economy	\$ 11,700,000	\$ 22,037,259
<u>Total Local Benefits</u>	<u>\$ 10,173,966</u>	<u>\$ 22,123,130</u>

	<u>Year 1</u>	<u>20-Year NPV</u>
Local Government Costs		
Fee-in-Lieu of Property Taxes	\$ 39,666	\$ 761,842
MCP Split	\$ 3,068	\$ 25,541
Special Source	\$ -	\$ -
Gov't Services	\$ -	\$ -
Education Costs	\$ -	\$ -
Site Acquisition	\$ 1,790,100	\$ 1,680,845
Site Preparation	\$ -	\$ -
Site Utilities	\$ -	\$ -
Special Infrastructure	\$ -	\$ -
Equipment / Machinery	\$ -	\$ -
Special Development Financing	\$ -	\$ -
Consulting/ Special Studies	\$ -	\$ -
Waived Fees / Permits	\$ -	\$ -
Streamlined Approvals	\$ -	\$ -
Total Value of Costs	\$ 1,832,834	\$ 2,468,229
Local Government Benefits		
Taxes from existing building	\$ -	\$ -
Direct Property Taxes	\$ 306,801	\$ 2,554,099
New Residential Prop. Taxes		
Single family - (Owner occupied)	\$ -	\$ -
Single Family - (Rental)	\$ -	\$ -
Multi-family (Rental)	\$ -	\$ -
Prop. Taxes from New Autos	\$ -	\$ -
LOST from Const. Materials	\$ -	\$ -
LOST from Increase Retail Sales	\$ -	\$ -
LOST from Operational Supplies	\$ -	\$ -
Public Utilities	\$ -	\$ -
Total Value of Benefits	\$ 306,801	\$ 2,554,099
Net Local Benefits	\$ (1,526,034)	\$ 85,871
Local Benefit/Cost Ratio	-1:1	0:1
Local Economy Benefits		
Total Private Sector Benefits	\$ 11,700,000	\$ 22,037,259

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-10**

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

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 Switch, a company duly incorporated under the laws of the State of Ohio (the "Company"), has requested the County to participate in executing an Inducement Resolution, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of the development of a facility which produces electrical, hydraulic and pneumatic components 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, all as more fully set forth in the Fee Agreement attached hereto; 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 solely 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 Resolution and a Fee Agreement and to that end has, by its Inducement Resolution adopted on March 15, 2016, and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

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

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

WHEREAS, upon the agreement of Pickens County, South Carolina, the site of the Project will be located in the Oconee County and Pickens County Multi-County Industrial Park as set forth in that certain Agreement for the Development of a Joint County Industrial Park (a copy of which is attached hereto) between the County and Pickens County dated June __ 2016 (the "Park Agreement"); and

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

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a facility which manufactures electrical, hydraulic and pneumatic components, the execution and delivery of a Fee Agreement with the Company for the Project is 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 Resolution are hereby incorporated herein and made a part hereof;
- (d) The Project will benefit the general public welfare of the County by providing

services, employment, recreation or other public benefits not otherwise provided locally;

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

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

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

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

Section 3. The form, terms and provisions of the Fee Agreement 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 were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is 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 now before this meeting.

Section 4. The forms, terms and provisions of the Park Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference. The Chairman of the County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Park Agreement in the name and on behalf of the County. The Park Agreement is 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 advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein.

Section 5. 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 performance of all obligations of the County under and pursuant to the Fee Agreement and this Ordinance.

Section 6. 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 7. 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 8. 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 _____ 2016.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Paul Cain, Chairman of County Council
Oconee County, South Carolina

ATTEST:

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

First Reading: March 15, 2016
Second Reading: April 5, 2016
Public Hearing:
Third Reading:

FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

THE NASON COMPANY

an Ohio corporation

Dated as of May 1, 2016

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

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Oconee County, South Carolina

FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of May 1, 2016, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and The Nason Company (the "Company"), a company duly incorporated and existing under the laws of the State of Ohio.

WITNESSETH:

Recitals.

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

Pursuant to the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the cost benefit analysis required by Section 12-44-

40(H)(1)(c) demonstrates the benefits of the Project to the public are greater than the costs of the Project to the public.

Pursuant to an Inducement Resolution executed by the County on March 15, 2016 (referred to herein as the "Inducement Resolution"), the Company has agreed to expand, acquire and equip by construction, purchase, lease-purchase, lease or otherwise a facility for the production of electrical, hydraulic and pneumatic components (the "Facility") which is located in the County, which would consist of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures which will constitute the project (the "Project"). The Project in the Park (as hereinafter defined) in the County involves an initial taxable investment of at least \$2,500,000 in qualifying Economic Development Property (hereinafter defined) in the County.

Pursuant to an Ordinance adopted on April 19, 2016 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council authorized the County to execute and deliver this Fee Agreement which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County.

ARTICLE I

DEFINITIONS

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

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

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

"Authorized County Representative" shall mean the Chairman of County Council, Administrator of the County or their designee as evidenced by a written certificate of the Chairman of County Council or the County Administrator (hereinafter defined).

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

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

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

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

"Company" shall mean The Nason Company, an Ohio corporation duly qualified to transact business in the State.

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

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

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

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

"Economic Development Property" shall mean all items of real and/or tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for

each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company.

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

"Event of Default" shall mean any Event of Default specified in Section 5.6 of this Fee Agreement.

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

"Fee Agreement" shall mean this fee agreement.

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

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

"Inducement Resolution" shall mean the resolution of the County Council adopted on March 15, 2016, authorizing the County to enter into the arrangements described herein.

"Investment Period" shall mean the period commencing January 1, 2016 and ending on the last day of the fifth (5th) property tax year following the property tax year in which this Agreement is executed; or, the tenth (10th) property tax year following the property tax year in which this Agreement is executed if the County shall hereafter agree, in writing pursuant to authorization of County Council, pursuant to and in accordance with the Act, to extend the Investment Period.

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

"Park Agreement" shall mean the Agreement for Development of an Industrial/Business Park for Oconee County and Pickens County in which the Economic Development Property is located, originally dated May 2, 2016 and as amended from time to time.

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

"Phase Termination Date" shall mean with respect to each Phase of the Project the day thirty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31, 2051, or December 31, 2056, if an extension of time in which to complete the Project is granted by the County at its discretion pursuant to Section 12-44-30(13) of the Act, as amended, but only if the County subsequently agrees to such an extension of the Investment Period in writing, or an even later date if the Phase Termination Date is extended, in accordance with the terms hereof, with or without an extension of the Investment Period, but only if the County subsequently agrees to a maximum Phase Termination Date exceeding thirty years after each Phase of the Project becomes subject to the terms of this Fee Agreement and such agreement

is approved by the county Council and reduced to writing.

"Project" shall mean such of the Equipment, Improvements, and/or Real Property located at the Facility, which constitutes eligible Economic Development Property under the Act and this Agreement and which is reported as such to the SC Department of Revenue on the appropriate forms.

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

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement of any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Sections 4.6, 4.7 or 4.8 hereof regardless of

whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Required Minimum Investment” shall mean that the Company shall be required to invest under and pursuant to the Fee Agreement not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) in qualifying, taxable investment in the Project by the end of the fifth (5th) year after the year of execution of the Fee Agreement and such investment will be maintained, without regard to depreciation, in accordance with the Act.

“State” shall mean the State of South Carolina.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

(d) The benefits of the Project, based upon the representations of value by the Company and a cost benefit analysis performed by the Oconee County Economic Development Commission or the Oconee Economic Alliance exceed the costs of the Project to the County.

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

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

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

(c) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a facility to be used for production of electrical, hydraulic and pneumatic components and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

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

(e) The Company anticipates that the cost of the project will be at least \$2,500,000 in qualifying Economic Development Property in the County on or before December 31, 2021.

(f) The Company agrees to invest not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) in Economic Development Property (the "Required Minimum Investment") on or before December 31, 2021, and to maintain such investment, without regard to depreciation, in the Project from that point on until the end of the Term. Should such Required Minimum Investment not be met, the Company will lose the benefit of the Fee Agreement, and the Project

will revert to normal tax treatment, retroactively, including the requirement for repayment, with interest, pursuant to Section 12-44-140(B) of the Act and Section 4.2 hereof. Failure to maintain the investment shall result in termination of this Agreement and its benefits prospectively, in accordance with Section 4.4 hereof.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

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

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

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2021. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due by it under the terms of this Fee Agreement, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project.

Section 3.3. Filings

(a) On or before May 1 of each year up to and including the May 1 immediately following the preceding December 31 of the year in which the completion of the Project has occurred, including an extension of the Investment Period if granted, the Company shall provide the Oconee County Auditor with a list of all Project property as was placed in service during the year ended as of the prior December 31.

(b) The Company shall deliver to the Oconee County Auditor copies of all annual filings made with the Department with respect to the Project during the term of this Agreement, not later than thirty (30) days following delivery thereof to the Department.

(c) The Company shall cause a copy of this Agreement to be filed with the Oconee County Auditor, Oconee County Assessor and the Department within thirty (30) days after the date of execution and delivery hereof.

(d) The Company shall be responsible to the County (i) for filing annual tax reports to the South Carolina Department of Revenue, (ii) for computing the fee in lieu of tax owed to the County by the Economic Development Property and (iii) for paying the fee in lieu of tax and any other amounts due hereunder to the County.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of

sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, and to meet the Required Minimum Investment, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all real and personal property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2021, or up to December 31, 2026, if an extension of time to complete the Project is subsequently granted by the County in its discretion pursuant to Section 12-44-30(13) of the Act, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on

December 31 of the year in which each Phase becomes subject to the Fee Agreement.

- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.
- Step 3: Multiply the taxable values, from Step 2, by the cumulative, combined millage rate in effect for the Project site on June 30, 2015, which the parties believe to be 215.0 mils (which millage rate shall remain fixed for the term of this Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the thirty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

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

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the

County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Failure to Make Required Minimum Investment. Notwithstanding any other provision of this Agreement to the contrary, in the event that investment (within the meaning of the Act) in the Project has not exceeded \$2,500,000 in non-exempt (subject to the fee) investment, as required under Section 12-44-30 (13) of the Act by December 31, 2021, then, unless otherwise agreed to by the County, beginning with the payment due in 2022, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period will be terminated at that point. In addition to the foregoing, the Company shall pay to the County

an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project through and including 2022 using the calculations described in this Section, over, (ii) the total amount of payments in lieu of ad valorem taxes actually made by the Company with respect to the Project through and including 2022. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided under State law for non-payment of ad valorem taxes.

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

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as

amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

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

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; provided, always, however, and notwithstanding any other provision of this Agreement, that if at any time subsequent to December 31, 2021, the total value of the Project based on the original income tax basis of the Equipment, Real Property and Improvements contained therein, without deduction for depreciation, is less than \$2,500,000 in taxable (fee-in-lieu of tax) investment then, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall make

payments equal to the payments which would be due if the property were not Economic Development Property.

Section 4.5 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time, place, method of payment, and penalties and enforcement of collection.

Section 4.6 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject to Section 4.4, hereof, the Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. The Company shall provide annual written notice to the County of the Removed Components in conjunction with the filing of the PT300 property tax form.

Section 4.7 Damage or Destruction of Project.

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

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may

commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Section 4.4, hereof. Subject to the terms and provisions of this Agreement, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.8 Condemnation.

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

(b) Partial Taking. In the event of a partial taking of the Project or a transfer in lieu thereof, and subject to Section 4.4, hereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope

of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

ARTICLE V

MISCELLANEOUS

Section 5.1 Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Provided; however, the Company may merge with, or be acquired by, another company so long as the surviving Company has a net asset value equal to or greater than that of the Company's net asset value.

Section 5.2 Indemnification Covenants; Fees and Expenses of County.

(a) The Company shall and agrees to indemnify and save the County, its members, employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement. The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County; the Company shall defend them in any such action, prosecution or proceeding.

(b) The Company further agrees to pay all reasonable and necessary expenses incurred by the County with respect to the preparation and delivery, and administration of this Agreement, including but not limited to attorneys fees and expenses.

Section 5.3 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers or neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or the County (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Company, if the Company does provide such information to the County, if the Company will clearly and conspicuously mark such information as "Confidential" or "Proprietary", or both, then, in that event, prior to disclosing any confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who

would gather, receive or review such information or conduct or review the results of any inspections. Notwithstanding the above, the Company agrees:

- (i) to maintain complete books and records accounting for the acquisition, financing, construction and operation of the Project. Such books and records shall permit ready identification of the components of the Project;
- (ii) confirm the dates on which each portions of the Project are placed in service; and
- (iii) include copies of all filings made by the Company with the Oconee County Auditor or the Department with respect to property placed in service as part of the Project.

Section 5.4 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company with the prior consent of the County, which consent will not unreasonably be withheld, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act.

Section 5.5 Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

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

(b) Failure by the Company to perform any of the material terms, conditions, obligations or covenants of the Company hereunder, other than those already noted in this Section

5.5 which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

(c) The Company shall file a voluntary petition seeking an order for relief in bankruptcy, or shall be adjudicated insolvent, or shall file any petition or answer or commence a case seeking any reorganization, composition, readjustment, liquidation or similar order for relief or relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of either of the Company or of the Project, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due.

Section 5.6 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

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

In addition to all other remedies herein provided, the nonpayment of payments in lieu of taxes herein shall constitute a lien for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the South

Carolina Code) relating to the enforced collection of ad valorem taxes to collect any payments in lieu of taxes due hereunder.

Section 5.7 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 5.8 Reimbursement of Legal Fees and Expenses. The Company agrees to reimburse or otherwise pay, on behalf of the County, any and all reasonable expenses not hereinbefore mentioned incurred by the County in connection with the Project. Further if the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 5.9 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

Section 5.10 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

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

AS TO THE COMPANY: The Nason Company
1307 S. Highway 11
Walhalla, South Carolina 29691

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

Section 5.11 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or

the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.12 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.13 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.14 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.15 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.16 Further Assurance. From time to time, and at the sole expense of the Company, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.17 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum

benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

Section 5.18 Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.19 Force Majeure. Except with respect to the timely payment of all fee in lieu of tax payments to the County hereunder and to the extent recognized by the Act, the Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

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

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Paul Cain, Chairman of County Council
Oconee County, South Carolina

ATTEST:

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

THE NASON COMPANY

By: _____
Its:

EXHIBIT A
LAND DESCRIPTION

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
)
COUNTY OF PICKENS)

AGREEMENT FOR DEVELOPMENT
FOR JOINT COUNTY INDUSTRIAL/BUSINESS
PARK (THE NASON COMPANY)

THIS AGREEMENT for the development of a joint county industrial/business park to be located within Oconee County, South Carolina (“Oconee County”) is made and entered into as of the — day of May, 2016 by and between Oconee County and Pickens County, South Carolina (“Pickens County”).

RECITALS

WHEREAS, Oconee County, South Carolina and Pickens County have determined that, in order to promote economic development and thus provide additional employment opportunities, there should be established in Oconee County, a Joint County Industrial and Business Park (THE NASON COMPANY) (the “Park”); and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from ad valorem taxation, but the owners or lessees of such property shall pay annual fees in lieu of taxes in an amount equal to that amount for which such owner or lessee would be liable except for such exemptions; and

WHEREAS, Oconee County has agreed to accept responsibility for the costs of infrastructure, maintenance, promotional costs, and other appropriate costs associated with the establishment and operation of the Park, to the extent, and only to the extent, not covered by private developers or owners of property in the Park;

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Oconee County and Pickens County, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(D), of the Constitution of South Carolina (the “Constitution”) provides that counties may jointly develop an industrial and/or business park with other counties within the geographical boundaries of one or more of the member counties; provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended (“Section 4-1-170”), satisfies the conditions imposed by Article VIII, Section 13(D), of the Constitution and provides the statutory vehicle whereby a joint county industrial park may be created.

3. Location of the Park.

(A) The Park shall consist of property located in Oconee County. Such property is hereinafter described in Exhibit "A". The boundaries of the Park may be enlarged or diminished and property may be included from time to time as authorized by ordinances of both Oconee County and Pickens County.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit "A" which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Oconee County Council and Pickens County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by Pickens County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by Oconee County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Oconee County at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding the foregoing, for a period of five (5) years commencing with the later of the effective date of this Agreement or the effective date of the expansion of the boundaries of the Park to include such parcel, the boundaries of the Park shall not be diminished so as to exclude therefrom any parcel or real estate without the consent of the owner and the Counties and, if applicable, lessee of such parcel; and this sentence of this Agreement may not be modified or deleted herefrom for a period of five (5) years commencing with the effective date hereof, except as provided in Section 10 below.

4. Fee in Lieu of Taxes. Property located in the Park shall be exempt from ad valorem taxation in accordance with Article VIII, Section 13(D). The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount equivalent to the ad valorem property taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Park Expenses. Oconee County and Pickens County shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park in the following proportions:

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

Notwithstanding the foregoing, nothing herein shall be construed to prevent Oconee County from requiring the owner of privately owned property within the Park to bear all such expenses.

6. **Allocation of Park Revenues.** Oconee County and Pickens County shall receive an allocation of all revenue generated by the Park through payment of fees in lieu of ad valorem property taxes or from any other source in the following proportions:

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

7. **Revenue Allocation Within Each County.** Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to Oconee County and to Pickens County according to the proportions established by Paragraph 6. Such revenue shall be distributed within Oconee County in accordance with the applicable governing ordinance of Oconee County in effect from time to time. Revenues received by Pickens County by way of fees in lieu of taxes from property in Oconee County in the Park shall be retained by Pickens County.

8. **Fees in Lieu of Taxes Pursuant to Titles 4, 12 and 29 of the Code of Laws of South Carolina.** It is hereby agreed that the entry by Oconee County into any one or more agreements pursuant to Section 4-12-30, Section 4-29-67 or Section 12-44-30, Code of Laws of South Carolina, 1976, as amended, or any successor statutes, with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Oconee County.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the political subdivisions within the Park and for the purpose of computing the index of taxpaying ability of the applicable school district(s) pursuant to Section 59-20-20(3), Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to Oconee County shall be identical to the percentage established for the allocation of revenue to Oconee County pursuant to Paragraph 7.

10. **Non-qualifying Use.** Notwithstanding anything in paragraph 3 to the contrary, in the event that a tract or site of land located in the Park is purchased and developed by a person or business enterprise whose employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in South Carolina Code of Laws, 1976, as amended, Section 12-6-3360 (the "Non-qualifying Site"), Oconee County may unilaterally remove by ordinance, the Non-qualifying Site from the Park, so long as, and to the extent that such removal does not adversely impact any financing or other incentive then in effect.

The maximum tax credits allowable by Section 12-6-3360 of the Code of Laws of South Carolina, 1976, as amended or any successor statute, will apply to any business enterprise locating in the Park.

Any business enterprise locating in the Park shall pay a fee-in-lieu of ad valorem taxes as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution and the Act. The user fee paid in lieu of ad valorem taxes shall be paid to the county treasurer for the County in which the premises is located. That portion of the fees from the Park premises allocated pursuant to the Agreement to Pickens County shall be paid by the Oconee County Treasurer to the Pickens County Treasurer within fifteen (15) business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with the Agreement. Payments shall be made by a business or industrial enterprise on or before

the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. Oconee County, acting by and through the county tax collector for the county where the premises is located, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.

The administration, development, promotion, and operation of the Park shall be the responsibility of the county in which each premises of the Park is located. Provided, that to the extent any Park premises is owned by a private developer, the developer shall be responsible for development expenses as contained in the Agreement.

In order to avoid any conflict of laws for ordinances between the Counties, the Oconee County ordinances will be the reference for such regulations or laws in connection with the Park premises. Nothing herein shall be taken to supersede any state or federal law for regulation.

The Oconee County Sheriff's Department will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park premises and fire, sewer, water and EMS service will be provided by the service district or other political unit within whose jurisdiction the Park premises are located.

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

12. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Oconee County and Pickens County agree that this Agreement may not be terminated by either party, unilaterally, until after December 31, 2030, but may be terminated, unilaterally, by either party thereafter.

[SIGNATURE PAGES FOLLOW]

WITNESS our hands and seals this 19th day of April 2016

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Paul Cain, Chairman of County Council
Oconee County, South Carolina

ATTEST:

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

And this ____ day of May 2016

PICKENS COUNTY, SOUTH CAROLINA

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

ATTEST:

By: _____
Sheila Tinsley, Interim Clerk to County Council
Pickens County, South Carolina

**EXHIBIT A
LAND DESCRIPTION
OCONEE COUNTY**

The Nason Company

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-14**

AN ORDINANCE TO AMEND OCONEE COUNTY ORDINANCE 2015-01, THE BUDGET ORDINANCE FOR OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016, IN CERTAIN LIMITED REGARDS AND PARTICULARS, RELATED TO THE ROCK QUARRY BUDGET ONLY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council ("Council"), has previously adopted and enacted the budget of the County for the fiscal year beginning July 1, 2015 and ending June 30, 2016, through the adoption and enactment of Oconee County Ordinance 2015-01 ("Ordinance 2015-01"); and

WHEREAS, certain events and needs have occurred, necessitating the amendment of Ordinance 2015-01 to reflect certain additional revenues and the expenditure of certain additional funds.

WHEREAS, Council therefore desires to amend Ordinance 2015-01 to achieve the foregoing.

NOW, THEREFORE, IT IS HEREBY ORDAINED by Council in meeting duly assembled, that:

SECTION I: Ordinance 2015-01 is hereby amended and modified to:

- 1) Provide for an increase in the amount of \$1,000,000 in Customer Sales Revenue.
- 2) Provide for an increase in the amount of \$500,000 in Equipment, Capital Expense, for an emergency purchase to replace the #44 Crusher.
- 3) Provide for an increase in the amount of \$500,000 in the Change in Net Assets.

SECTION II: The 2015-2016 Oconee County Budget is hereby amended by adding the following, for the aforesated purposes:

<u>Rock Quarry Enterprise Fund Revenues and Funding Sources</u>	
Customer Sales Operating Revenues	\$1,000,000
 <u>Rock Quarry Enterprise Fund Appropriations</u>	
Capital Expenditure Equipment	\$ 500,000
Change in Net Assets	\$ 500,000

SECTION III: In the aggregate, the adopted fiscal year 2015-2016 budget, prior to these amendments stands at:

Enterprise Fund	
Revenues:	
Rock Quarry Revenues	\$3,805,500
Expenses:	
Rock Quarry Expenditures	\$3,269,548
Transfer to General Fund	\$ 502,000
Net Operating Income (Budgeted Increase to Fund Balance)	\$ 33,952

As amended hereby the new budget will be:

Enterprise Fund	
Revenues:	
Rock Quarry Revenues	\$4,805,500
Expenses:	
Rock Quarry Expenditures	\$3,769,548
Transfer to General Fund	\$ 502,000
Net Operating Income (Budgeted Increase to Fund Balance)	\$ 533,952

SECTION IV:

- 1) All other sections of Ordinance 2015-01 not modified, directly or by implication, shall remain in full force and effect.
- 2) Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable
- 3) All ordinances and resolutions inconsistent herewith are, to the extent of such inconsistency only, hereby revoked, repealed, and rescinded.
- 4) This ordinance shall take effect and be in force immediately upon enactment.

Passed and approved the ____ day of _____, 2016.

OCONEE COUNTY, SOUTH CAROLINA

Paul A. Cain, Esq., Council Chairman
Oconee County, South Carolina

Attest:

Elizabeth G. Hulse, Clerk to Council

First Reading (Title Only): March 15, 2016
Second Reading: April 5, 2016
Public Hearing:
Third & Final Reading:

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 5, 2016
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2016-16 [in title only] "AN ORDINANCE TO AMEND CHAPTER 26, ARTICLE I OF THE CODE OF ORDINANCES OF OCONEE COUNTY PERTAINING TO UNIFIED ROAD STANDARDS IN ORDER TO ESTABLISH STANDARDS FOR, AND PROCEDURES IN RELATION TO, THE ACCEPTANCE OF CERTAIN UNPAVED ROADS, WHICH DO NOT MEET THE STANDARD REQUIREMENTS FOR ACCEPTANCE INTO THE COUNTY PUBLIC ROAD SYSTEM, FOR MINIMUM IMPROVEMENT AND MINIMUM MAINTENANCE; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

There exist certain unpaved private roads within Oconee County that are in serious need of repair, roads which are often impassable by emergency vehicles and/or that are otherwise dangerous, and which do not meet the standard requirements for acceptance into the County Public Road System. This Ordinance provides for the qualified acceptance of such roads into the County Public Road System. The Ordinance establishes standards for limited upgrading and scheduled maintenance of such roads. The Ordinance also establishes criteria for a petition program, whereby communities may petition the County for acceptance, minimal upgrade, and minimal maintenance of a road serving such community in accordance with the standards established in the Ordinance. Due to budgetary constraints, among other variables, it is anticipated that only one such petition will be granted per fiscal year.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

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

Approved by : _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : _____ Grants

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council take first reading, in title only, of Ordinance 2016-16

Submitted or Prepared By:

Approved for Submittal to Council:

S/ David A. Root, Esquire

Department Head/Elected Official

T. Scott Moulder, County Administrator

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

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

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2016-06**

A RESOLUTION EXPRESSING INTENT TO CEASE COUNTY MAINTENANCE ON, AND TO AUTHORIZE COUNTY CONSENT TO JUDICIAL ABANDONMENT AND CLOSURE OF, A PORTION OF A CERTAIN OCONEE COUNTY ROAD; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Hetrick Street (the "Road") is currently an Oconee County public road that is maintained by Oconee County. See Attachments 1 and 2 to the Staff Report of Findings, prepared by Mack Kelly, County Engineer, dated March 25, 2016 ("Staff Report"), attached hereto as Exhibit A and incorporated herein by reference; and,

WHEREAS, owners of property abutting the Road (hereinafter referred to as "Owners" whether one or more) have requested that Oconee County abandon a certain portion of the Road ("Portion of the Road to be Abandoned"), as evidenced by Attachment 4 to the Staff Report. Only one owner of property abutting the Road objects to its abandonment, and would not object to the abandonment so long as the Portion of the Road to be Abandoned began beyond her property, and an adequate cul-de-sac was provided prior to the point of termination at no cost to her; and,

WHEREAS, the Portion of the Road to be Abandoned begins approximately four hundred and forty-two (442) feet from the intersection of the Road and Earle Street, at a point of intersection with the northernmost portion of the Hetrick Street contained within TMS 510-05-01-044, as shown on Attachment 1 to Exhibit A.

WHEREAS, with respect to the Portion of the Road to be Abandoned, Oconee County has complied with § 26-9 of the Oconee County Code of Ordinances pertaining to cessation of maintenance and consent to judicial abandonment of Oconee County public roads; and,

WHEREAS, none of the procedures undertaken by Oconee County have shown a need for the Portion of the Road to be Abandoned to be maintained by Oconee County or to remain a public road, and the Oconee County Transportation Committee and Oconee County staff have recommended that Oconee County consent to the requested judicial abandonment; and,

WHEREAS, in accordance with § 26-9 of the Oconee County Code of Ordinances, the Owners must fully comply with all applicable laws, including, without limitation, S.C. Code § 57-9-10, as amended, (providing all required notices and service of process to interested parties in accordance with applicable law and filing a proper petition with a court of competent jurisdiction). Additionally, the Owners must construct a cul-de-sac of adequate turn around dimensions, as determined and approved by Oconee County, at or near the newly proposed end of the Road to be maintained by Oconee County; and

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council, desires to express its intent to cease maintenance of the Portion of the Road to be Abandoned, contingent on the understanding and qualification that such abandonment and closure will be at no expense or prejudice to Oconee County and so long as the Owners meet the requirements set forth in § 26-9 of Oconee County Code of Ordinances and South Carolina state law; Oconee County further desires to express its intent to authorize consent to judicial abandonment of the Road:

NOW, THEREFORE, be it resolved by Oconee County Council in a meeting duly assembled that:

1. Oconee County, acting by and through its County Council, hereby states that Oconee County will no longer maintain that portion of the Road beginning approximately four hundred and forty-two (442) feet from the intersection of the Road and Earle Street, at its point of intersection with the northernmost portion of the Hetrick Street contained within TMS 510-05-01-044, as shown on Attachment 1 to Exhibit A.

2. So long as the Owners fully comply with all applicable law, including § 26-9 of Oconee County Code of Ordinances and S.C. Code 1976, § 57-9-10, as amended, that the Owners construct a cul-de-sac of adequate turn around dimensions, as determined by Oconee County, at or near the newly proposed end of the Road to be maintained by Oconee County, and contingent on the understanding and qualification that such abandonment and closure will be at no expense or prejudice to Oconee County, Oconee County consents to the judicial abandonment and closure of the portion of Hetrick Street (the Portion of the Road to be Abandoned) as specifically set forth above.
3. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
4. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
5. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 5th day of April, 2016, in meeting duly assembled.

OCONEE COUNTY, SOUTH CAROLINA

By: Paul A. Cain
Paul A. Cain, Chairman of County Council
Oconee County, South Carolina

ATTEST

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

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2016-06**

**A RESOLUTION EXPRESSING INTENT TO CEASE COUNTY
MAINTENANCE ON, AND TO AUTHORIZE COUNTY CONSENT TO
JUDICIAL ABANDONMENT AND CLOSURE OF, A PORTION OF A
CERTAIN OCONEE COUNTY ROAD; AND OTHER MATTERS
RELATED THERETO.**

WHEREAS, Hetrick Street (the "Road") is currently an Oconee County public road that is maintained by Oconee County. See Attachments 1 and 2 to the Staff Report of Findings, prepared by Mack Kelly, County Engineer, dated March 25, 2016 ("Staff Report"), attached hereto as Exhibit A and incorporated herein by reference; and,

WHEREAS, owners of property abutting the Road (hereinafter referred to as "Owners" whether one or more) have requested that Oconee County abandon a certain portion of the Road ("Portion of the Road to be Abandoned"), as evidenced by Attachment 4 to the Staff Report. Only one owner of property abutting the Road objects to its abandonment, and would not object to the abandonment so long as the Portion of the Road to be Abandoned began beyond her property, and an adequate cul-de-sac was provided prior to the point of termination at no cost to her; and,

WHEREAS, the Portion of the Road to be Abandoned begins approximately four hundred and forty-two (442) feet from the intersection of the Road and Earle Street and extends to a point of intersection with the property shaded in yellow, as shown on Attachment 1 to Exhibit A.

WHEREAS, with respect to the Portion of the Road to be Abandoned, Oconee County has complied with § 26-9 of the Oconee County Code of Ordinances pertaining to cessation of maintenance and consent to judicial abandonment of Oconee County public roads; and,

WHEREAS, none of the procedures undertaken by Oconee County have shown a need for the Portion of the Road to be Abandoned to be maintained by Oconee County or to remain a public road, and the Oconee County Transportation Committee and Oconee County staff have recommended that Oconee County consent to the requested judicial abandonment; and,

WHEREAS, in accordance with § 26-9 of the Oconee County Code of Ordinances, the Owners must fully comply with all applicable laws, including, without limitation, S.C. Code § 57-9-10, as amended, (providing all required notices and service of process to interested parties in accordance with applicable law and filing a proper petition with a court of competent jurisdiction). Additionally, the Owners must construct a cul-de-sac of adequate turn around dimensions, as determined and approved by Oconee County, at or near the newly proposed end of the Road to be maintained by Oconee County; and

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council, desires to express its intent to cease maintenance of the Portion of the Road to be Abandoned, contingent on the understanding and qualification that such abandonment and closure will be at no expense or prejudice to Oconee County and so long as the Owners meet the requirements set forth in § 26-9 of Oconee County Code of Ordinances and South Carolina state law; Oconee County further desires to express its intent to authorize consent to judicial abandonment of the Road;

NOW, THEREFORE, be it resolved by Oconee County Council in a meeting duly assembled that:

1. Oconee County, acting by and through its County Council, hereby states that Oconee County will no longer maintain that portion of the Road beginning approximately four hundred and forty-two (442) feet from the intersection of the Road and Earle Street and extending to a point of intersection with the property shaded in yellow, as shown on Attachment 1 to Exhibit A.

2. So long as the Owners fully comply with all applicable law, including § 26-9 of Oconee County Code of Ordinances and S.C. Code 1976, § 57-9-10, as amended, that the Owners construct a cul-de-sac of adequate turn around dimensions, as determined by Oconee County, at or near the newly proposed end of the Road to be maintained by Oconee County, and contingent on the understanding and qualification that such abandonment and closure will be at no expense or prejudice to Oconee County, Oconee County consents to the judicial abandonment and closure of the portion of Hetrick Street (the Portion of the Road to be Abandoned) as specifically set forth above.
3. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
4. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
5. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 5th day of April, 2016, in meeting duly assembled.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Paul A. Cain, Chairman of County Council
Oconee County, South Carolina

ATTEST:

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

Exhibit A

STAFF REPORT OF FINDINGS

TO: Oconee County Council
FROM: Mack Kelly, County Engineer
DATE: March 25, 2016

HETRICK STREET ABANDONMENT AND CLOSURE

FACTS

Summary of Investigations:

<u>The County Needs to Determine:</u>	<u>Determination:</u>	<u>Attachment</u>
1 Whether Hetrick Street is or has been a County Road	Hetrick Street is a County Road	1 & 2
2 If Hetrick Street is still a County Road	Yes, Hetrick Street is still a County Road	1
3 If the section of Hetrick Street to be abandoned is in use by the general public or if the road has been practically abandoned	The section of Hetrick Street is not in use by the general public. The majority of residents along Hetrick Street request that the County abandon Hetrick Street so that they may maintain the Road privately. One resident has expressed concern about abandonment and closure of Hetrick Street.	4
4 If documentation is available relating to the status of the access easement	Documentation is available	1 & 2
5 If other information is available to assist County Council in evaluating the best interest for the Oconee County public.	Comments were solicited from the posting of a sign indicating that Hetrick Street was proposed for abandonment and closure	3

Pertinent Ordinance or Regulation

Oconee County Code of Ordinances Section 26-9 (Attachment 5)

Recommendations

Hetrick Street is not used by the general public. Property owners Roberta Harvey, Derrick Addis, Neville Brothers, James Stone, Earl Stone and Sybil O'Kelley abut Hetrick Street. Abutting property owners, except Roberta Harvey, have requested that the County consent to the abandonment and closure of the road. Ms. Harvey has expressed concerns; her comments are attached. In the course of our investigation, we have determined that Hetrick Street is not in use by the general public. My recommendation is to honor the request of the above-mentioned property owners to remove a section of Hetrick Street from County maintenance, the section beyond Ms. Harvey's property, on the condition that an adequate cul-de-sac is provided near the end of Ms. Harvey's property, at no expense to Ms. Harvey or Oconee County.

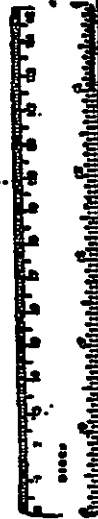
Attachment 1



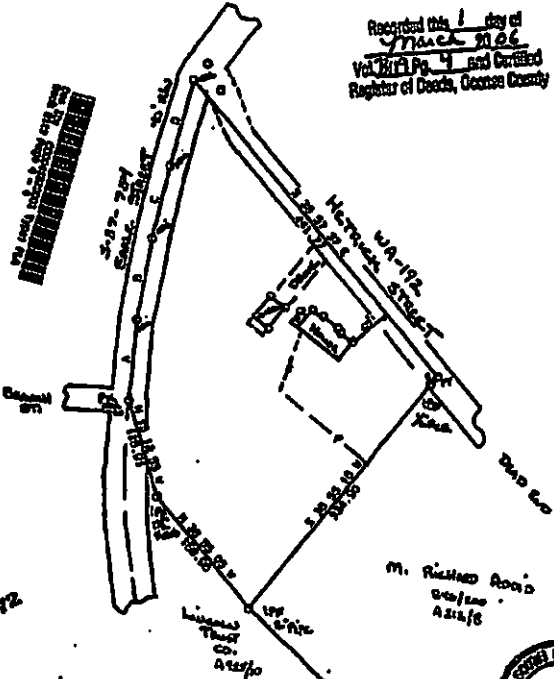
B-119/4 Roberta Harvey
TIN: 161-00-05-013

REGISTER OF DEEDS
MAR 1 1 2006

SEARCHED	INDEXED
SERIALIZED	FILED
MAR 1 2006	
REGISTER OF DEEDS	
GEORGIA COUNTY	



REF. DATA



Recorded this 1 day of
March 2006
Vol. 161 Pg. 4 and Certified
Register of Deeds, Georgia County

JWF
1000
015572

M. Richard Road
647/100
A211/8

230
See Deed 1484/29

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FACTS AND IS NOT SUBJECT TO ANY OTHER CLAIMS, RIGHTS, OR INTERESTS. THE SIGNATURES OF THE PARTIES TO THIS INSTRUMENT ARE SPECIFIED THEREIN.



GLENISON ENGINEERING SERVICES	
ACREAGE - 0.88 (APPROX) PLAT OF UNGATED TRVERSE PRECISION OF FIELD SURVEY - 1:10000 SCALE 1 IN. = 100 FT.	DATE: FEBRUARY 20, 2006 STATE OF SOUTH CAROLINA COUNTY OF GEORGIA TOWNSHIP OF WABERS ON EARL ST. & REYTRICK ST. TIN: 161-00-05-013
PLAT PREPARED FOR Virginia Fanchan Quinn Bobby L. HARVEY Roberta S. HARVEY	AREA HAS CALCULATED BY THE DED METHOD <i>[Signature]</i> REGISTERED PROFESSIONAL ENGINEER NO. 00028

REGISTERED ENGINEER IN MECHANICAL ENGINEERING, GEORGIA, NO. 00028, DISTRICT OF RECORDS
PLAT NO. 2 000 REC. 10

B-212/D

MAP BY
GARY CHERRY ARCHITECTURE
10/25/10

APPROVED FOR RECORD BY
City of Portland
10/25/10



THIS PLAN IS THE PROPERTY OF GARY CHERRY ARCHITECTURE AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GARY CHERRY ARCHITECTURE. ANY UNAUTHORIZED USE OF THIS PLAN IS PROHIBITED.

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DATE: 10/25/10

PLAT PREPARED FOR:
Margaret H. Brown - testator
Hurdley
W. L. NORTON ESTATE

COMMISSIONER OF SERVICES OF
THE STATE OF OREGON



RECORDING INFORMATION
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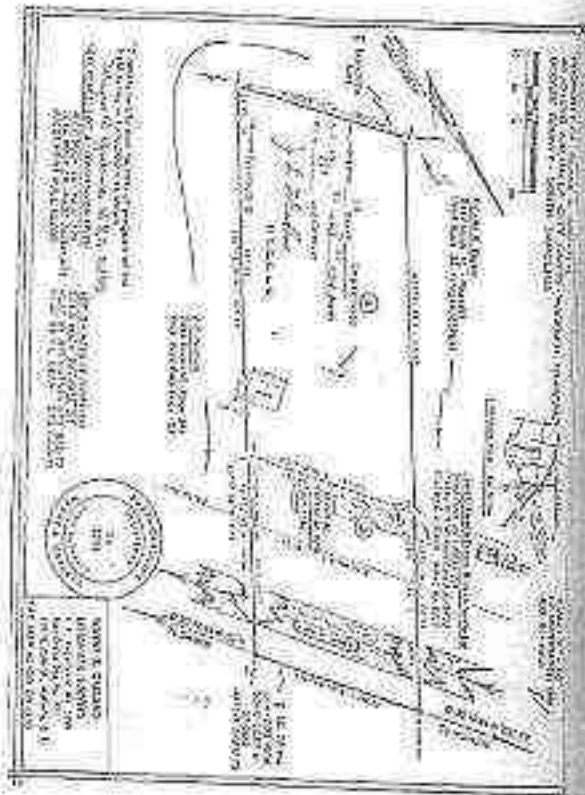
100 FT

100 FT

100 FT

RECORDS SECTION

100



100/100



Work Order 43969

Issue: Other Sign Issue
 Activity: Other Sign Activity
 Asset Type: Other Sign
 Address: HETRICK ST (WA-192)
 Walhalla
 Assigned To: _____
 Department: Signs

Status: Planned
 Priority: _____
 Scheduled: _____
 Start Date: _____
 Stop Date: _____
 In City: No
 Transaction Date 3/10/2016
 8:57:28 AM

Entered By: ccraig

Notes: Installed the road
 closure sign near the
 entrance of the road
 and take photographs.

Details: _____

Directions: SOUTH ON EARLE ST FROM BLUE RIDGE BLVD IN WALHALLA, WILL
 BE THE FIRST STREET ON LEFT

Request Information

Labor Information			Equipment Information	
ID	Standard Hrs	Overtime Hrs	ID / Description	Total Hours Used

Notes/Action Taken: _____

COPY

Employee Signature: _____ Date: _____

Print Date: 03/10/2016



Attachment 3

Work Order 43964

Issue: Other Sign Issue	Status: Planned
Activity: Other Sign Activity	Priority: _____
Asset Type: Other Sign	Scheduled: _____
Address: HETRICK ST (WA-192)	Start Date: _____
Walhalla	Stop Date: _____
Assigned To: _____	In City: No
Department: Signs	Transaction Date: 3/10/2016
	7:27:11 AM
Entered By: dmoore	Notes: retrieve the road closure sign on 3-24-16
Details: mack kelly	

Directions: SOUTH ON EARLE ST FROM BLUE RIDGE BLVD IN WALHALLA, WILL BE THE FIRST STREET ON LEFT

Request Information

Labor Information		Equipment Information		
ID	Standard Hrs	Overtime Hrs	ID / Description	Total Hours Used
Notes/Action Taken:				

Employee Signature: [Signature] Date: 3-24-16

Print Date: 03/24/2016

Attachment 4

February 14, 2016

D. Mack Kelly, Jr.

Oconee County Engineer

15022 Wells Hwy.

Seneca, SC 29678

Mr. Kelly,

We, the below listed property owners, do hereby request the closure of the county road named Hetrick Street from the western line to its termination as shown on attached aerial photograph for the purpose of construction of a Bojangles restaurant located on parcel number 161-00-05-011. Please contact me, Derrick Addis, with any questions or information.

Thank You,

Derrick Addis

Ph. 864-963-1092

Email derrickaddis@bellsouth.net



Derrick Addis Parcel Numbers 161-00-05-011, 510-05-01-044 and 161-00-05-009



Brad Thomas (Neville Brothers) Parcel Number 510-05-01-008



Sybil O'Kelly, James Stone, Earl Stone (Bertha Cobb) Parcel Number 161-00-05-010



Attachment 4

Public Comments

3/16/2016

Mr. Kelly had a phone conversation with Ms. Roberta Harvey, 204 Hetrick Street, Walhalla, SC. Ms. Harvey opposes the abandonment and closure of Hetrick Street. The only existing access to her property is along Hetrick Street. Ms. Harvey uses the road and her existing access sometimes several times a day. Visitors, US Mail, and Delivery trucks must use Hetrick Street to access Ms. Harvey's property. Ms. Harvey would not oppose abandoning and closing the road beyond her property as long as an adequate turn-a-round is provided at no expense to her.

ATTACHMENT 5

Sec. 26-9. Street closure and abandonment.

(a)

Prior to any request for abandonment and closure of an Oconee County public Street being brought before county council, county staff, including, without limitation, the Oconee County Streets and Bridges Department, will conduct a thorough investigation, adequate to determine: whether the Street in question is, or ever has been, a county Street; whether the Street still is a county Street; whether the Street is still in general public use or has been practically abandoned; whether the county has any documentation relating to the status of the Street, such as a dedication of right-of-way or easement, or a deed, or whether such Street was subject to a prescriptive easement or easement by usage; whether there is any other information which would assist county council in determining whether the best interests of the Oconee County public will be served by consenting to the abandonment and closure of the Street in question or by not so consenting. As a part of the investigatory process addressed herein, the Oconee County Streets and Bridges Department will post, adjacent to the Street in question, a sign, marked so as to be as conspicuous as possible, prominently providing notice that the Street, or portion thereof abutting the sign, is proposed for abandonment and closure, soliciting citizen comments concerning such proposed abandonment and closure, and providing notice of address and telephone number at the Oconee County Public Works Department to which concerned citizens may forward comments concerning such proposed abandonment and closure.

(b)

Following the investigation referred to in paragraph 1, supra, county staff will make a recommendation to the Transportation Committee of Oconee County Council, which, in turn, will make a recommendation to Oconee County Council as to whether the request for abandonment and closure should be honored or not, and provide the results of the staff investigation to county council for its use and final determination whether the county will consent to such abandonment and closure. Included with the recommendation will be any public comments received and the recommendation(s) of county staff and the transportation committee.

(c)

County council shall then, in public meeting, make a determination as to whether the request for abandonment and closure should be consented to by the County, acting by and through county council, and shall signify its decision by motion, if such decision be negative, and shall signify its decision by resolution of county council, if such decision be positive.

(d)

If county council consents to the abandonment and closure of a county public Street, as addressed herein, the resolution of county council consenting to such abandonment and closure shall state, with particularity, the Street, or section thereof, to be closed; the basis for county council's decision to consent to the abandonment and closure of the Street; and the absolute requirement that, prior to the Street, or portion thereof, in question being closed, the primary private party(ies) in interest (unless the county, itself, is the party requesting the Street closure, in which case the county will be the primary party in interest to comply with this section) shall fully comply with all applicable law, including, without limitation, S.C. Code 1976, § 57-9-10, as amended, and shall provide all required notice and service of process. Only upon the meeting of such conditions and the fulfillment of such procedures will the county council consent to such abandonment and closure be considered final, and that shall be stated in such resolution.

(Ord. No. 2010-28, §§ 1--5, 10-19-2010)

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 5, 2016

ITEM TITLE:

Procurement #: RFP 15-09 Title: Professional Engineering/Consultant On Call Services Department(s): All Amount: TBD

FINANCIAL IMPACT:

There is no dollar amount associated with this approval at this time. All County departments with a budget for Professional Services may utilize this RFP as long as they do not exceed their budgeted amounts for these services. Any future professional services in any category that exceeds \$50,000 will be brought to Council for approval for that particular project.

BACKGROUND DESCRIPTION:

Request for Proposals, RFP 15-09, for Professional Engineering Consultant On Call Services requested qualified firms to provide personnel and render professional engineering and architectural services for the following categories of work:

- Category A – On Call Planning Services
- Category B – On Call Roadway and Bridge Services
- Category C – On Call Environmental Assessment Services
- Category D – On Call Geotechnical Engineering and Construction Testing Services
- Category E – On Call General Engineering Services
- Category F – On Call Surveying Services
- Category G – On Call Architectural/Engineering Services

When any County department has a project in any of these categories, department heads may contact the awarded firm for that category and request a proposal for services. This eliminates the need for the County to issue separate RFP's or quotes each time these types of services are needed. RFP 15-09 was issued on December 18, 2015, and sent to 86 firms. Twenty-seven proposals were received, with some firms responding to multiple categories. An Evaluation Committee consisting of Russell Johnson, Project Manager-Oconee Economic Alliance, Lake Julian, Director of Facilities Maintenance, Scott Moulder, County Administrator, Josh Stephens, Deputy Director-Community Development, and Swain Still, Director of Solid Waste, reviewed and scored the proposals for each separate category and recommended firms for the interview round and final award. Interviews were held on March 14 and 15 and the committee is recommending award for each category as follows:

- | | |
|--|--------------------|
| Alta Planning & Design, Greenville, SC | Category A |
| Davis & Floyd, Greenwood, SC | Category B |
| Ferrison, Taylors, SC | Categories C and D |
| Thomas & Hutton, Greenville, SC | Category E |
| H & M Surveying, Greenville, SC | Category F |
| McMillan Pazdan Smith, Greenville, SC | Category G |

The contracts will be for one year, with four additional one-year renewals, if all work is satisfactory.

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.

ATTACHMENT(S):

1. RFP Tab Sheet - showing all 27 firms and associated categories
2. Summary Score Sheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

- (1) Approve the award of RFP 15-09 for Professional Engineering Consultant On Call Services to the following firms for the listed categories:

Alta Planning & Design, Greenville, SC	Category A
Davis & Floyd, Greenwood, SC	Category B
Terracon, Taylors, SC	Categories C and D
Thomas & Hutton, Greenville, SC	Category E
H & M Surveying, Greenville, SC	Category F
McMillan Pazdan Smith, Greenville, SC	Category G

- (2) Authorize the County Administrator to execute the original contracts after approval and renew these contracts yearly, up to five years total, as long as all work is deemed satisfactory.

Submitted or Prepared By:



Robyn Courtright, Procurement Director

Approved for Submittal to Council:

T. Scott Moulder, County Administrator

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Bidders	Firm/Location	Category A - Planning Services	Category B - Roadway and Bridge Services	Category C - Environmental Assessment Services	Category D - Geotechnical Engineering and Construction Testing Services	Category E - General Engineering Services	Category F - Surveying Services	Category G - Architectural/Engineering Services
ARCUM Technical Services	Greenville, SC		X	X		X		
Alliance Consulting Engineers	Greenville, SC					X		
Alta Planning & Design	Greenville, SC	X						
Boomerang Design / MBA2 Architecture	Charlotte, NC							X
Burnett-Lammors Engineering	Greenville, SC				X			
Davis and Floyd	Greenwood, SC		X	X		X	X	
Data Engineering	Greenville, SC					X		
Design South Professionals	Anderson, SC					X		X
DPS Architects, LTD	Greenville, SC							X
EOS Consulting, LLP	Greenville, SC			X	X			
Frothing & Robertson, Inc.	Greenville, SC			X	X			
Goldie and Assoc.	Seneca, SC		X	X		X		
Goodwyn, Mills & Cawood	Greenville, SC	X		X		X		X
Gregory B. Soshee & Associates	Seneca, SC						X	
HAM Surveying	Greenville, SC						X	
Hutsey, McCormick & Wallace, Inc.	Piedmont, SC					X		
KCI Technologies	Greenville, SC		X					
McMillen, Padden, Smith Architects	Greenville, SC							X
Michael Baker International	Columbia, SC	X	X	X				
Rogers & Calcott Environmental	Greenville, SC			X				
S&ME, Inc.	Greenville, SC			X	X			
Seamon Whitefield & Assoc.	Mt. Pleasant, SC	X				X		
Shield Engineering, Inc.	Cherwell, NC			X	X	X		
Smith Gardner	Raleigh, NC			X				
Summit Engineering	Spartanburg, SC				X			
Tetacore	Taylor's, SC			X	X			
Thomas & Hutton	Greenville, SC	X	X			X		
		5	6	12	9	11	5	5

SUMMARY SHEET
PROFESSIONAL ENGINEERING CONSULTING SERVICES, ON-CALL - RFP 15-09

CATEGORY A - PLANNING

ROUND 1 - Proposals Submitted/Interview Selection

	Site Planning & Design	Geotechnical/Soils Consultant	Water/Electric Int.	Station Workbooks	Traverse & Station
TOTAL	1607.00	1750	1025	3520	1625
RANKING	2	3	3	1	4

ROUND 2 - Interviews/Selection

Adv. Training & Design	No Interviews	Interviews conducted with site visit

CATEGORY B - ROADWAY AND BRIDGE SERVICES

ROUND 1 - Proposals Submitted/Interview Selection

	ABCOM	Design & Field	Design	ECI Technologies	Project Book Int.	Traverse & Station
TOTAL	1500.00	2750	1000	1000.00	1000	1000
RANKING	1	1	0	3	2	2

ROUND 2 - Interviews/Selection

Design & Field	No Interviews

CATEGORY C - ENVIRONMENTAL ASSESSMENT SERVICES

ROUND 1 - Proposals Submitted/Interview Selection

	ABCOM	Design & Field	ECI Consultant	Engineering & Inspection	Geotech	Geotechnical & Foundation Int.	Hydrology & Geotech	S & ME	Struct	Drain Geotech	Terrace
TOTAL	1000.00	1000.00	1000	740	1000	1000	1000.00	1500.00	1000.00	1000.00	2000.00
RANKING	2	1	1	5	3	7	12	3	11	2	1

ROUND 2 - Interviews/Selection

S & ME	Struct	Terrace
3	2	1

CATEGORY D - GEOTECHNICAL ENGINEERING & CONSTRUCTION TESTING SERVICES

ROUND 1 - Proposals Submitted/Interview Selection

	Geotechnical	ECI Consultant	Engineering & Inspection	S & ME	Struct	Terrace	Terrace
TOTAL	1000.00	1750	1000.00	1740	1000	1772.00	2000.00
RANKING	6	2	3	2	7	4	1

ROUND 2 - Interviews/Selection

S & ME	Terrace
2	1

CATEGORY E - GENERAL ENGINEERING SERVICES

ROUND 1 - Proposals Submitted/Interview Selection

	ABCOM	Advance Consulting Engineers	Design & Field	Data Engineering	Design/Soil	Design	Geotechnical/Soils Consultant	Hydrology/Mechanics	Station Workbooks	Struct	Traverse & Station
TOTAL	1400.00	1750	1000	2500.00	1640.00	1000	1000.00	1000	1000.00	1000.00	2570
RANKING	1	4	3	1	5	1	2	3	11	1	1

ROUND 2 - Interviews/Selection

Advance Consulting Engineers	Design & Field	Hydro/Mechanics	Traverse & Station
3	4	2	1

CATEGORY F - SURVEYING SERVICES

ROUND 1 - Proposals Submitted/Interview Selection

	Design & Field	Geotechnical	PL&M Surveying
TOTAL	1000	1000.00	1000
RANKING	1	1	1

ROUND 2 - Interviews/Selection

PL&M Surveying
1
No Interviews

CATEGORY G - ARCHITECTURAL ENGINEERING SERVICES

ROUND 1 - Proposals Submitted/Interview Selection

	Structural Design	Design/Soil	OPJ	Geotechnical/Soils Consultant	NCMRA Paving/Drain
TOTAL	1000	1000	1000.00	1000.00	1772.00
RANKING	4	1	3	2	1

ROUND 2 - Interviews/Selection

NCMRA Paving/Drain
No Interviews

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 5, 2016

ITEM TITLE:

Title: E-One HP78 Aerial "Demo" Truck

Department: Fire Services

Amount: \$675,000.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2015-2016 budget process:
Budget: \$675,000 Project Cost: \$675,000 Balance: 0

Finance Approval:

Ladale Price

BACKGROUND DESCRIPTION:

The approved Lease Purchase budget originally included \$675,000 for the re-manufacture of a 1989 Grutman Platform truck (ladder truck). After several meetings with the vendor, it was determined that a re-manufacture of this truck was not feasible and could not be done for this price. A new platform ladder truck was quoted at \$1.2 million, and would take over a year to build, so other options for used ladder trucks were considered. FireLine, Inc. has offered a 2016 demo aerial/ladder truck which has been driven to equipment shows and fire stations for demo purposes. See attached drawing and FireLine proposal for additional details on this truck.

SPECIAL CONSIDERATIONS OR CONCERNS:

This purchase meets the requirements as a purchase of used equipment. County staff have looked at several used ladder trucks and are in agreement that this truck is the best option for County Fire Services.

ATTACHMENT(S):

1. FireLine, Inc. proposal – truck drawing
2. Email Justification from Fire Chief Charles King
3. Justification from Procurement Director

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of a used E-One HP78 Aerial Truck from FireLine, Inc., of Winder, GA, for \$675,000.00.

Submitted or Prepared By:

Robyn Courtney

Robyn Courtney, Procurement Director

Approved for Submittal to Council:

T. Scott Moulder, County Administrator

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

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



"A Full-Line

Fire, Rescue & Safety Distributor"

March 21, 2016

Oconee County Fire Services
216 Emergency Lane
Walhalla SC, 29621

Attn: Chief Charlie King
Robin Courtwright

FireLine Inc. is pleased to offer the following:

1. One (1) E-ONE HP78 Aerial Apparatus to Your Requested Specifications:

*****\$675,000.00*****

Price quoted is F.O.B. Oconee County Fire Services, and delivery would be approximately June 1, 2016. If proposed offer is accepted by Oconee County Emergency Services, a signed purchase agreement will need to be signed by the authority having jurisdiction no later than April 6, 2016. Full payment of this proposed agreement will be required no later than the delivery date of the proposed apparatus.

The terms of this offer are as follows. This offer is good from March 21, 2016 thru April 6, 2016. The apparatus quoted is a one time offer by EONE and FireLine Inc. This apparatus would have a dealer list price \$817,000.00. The offered sale price includes only items specified in the completed apparatus build specifications. Any additional items or inspection trips requested will be the responsibility of Oconee County Emergency Services. Any additional changes added to specifications may change the proposed delivery date. The proposed offer is subject to prior sale at any given time between the offered dates.

Thank you for this opportunity. I look forward to working with you on this very special purchase.

Sincerely,

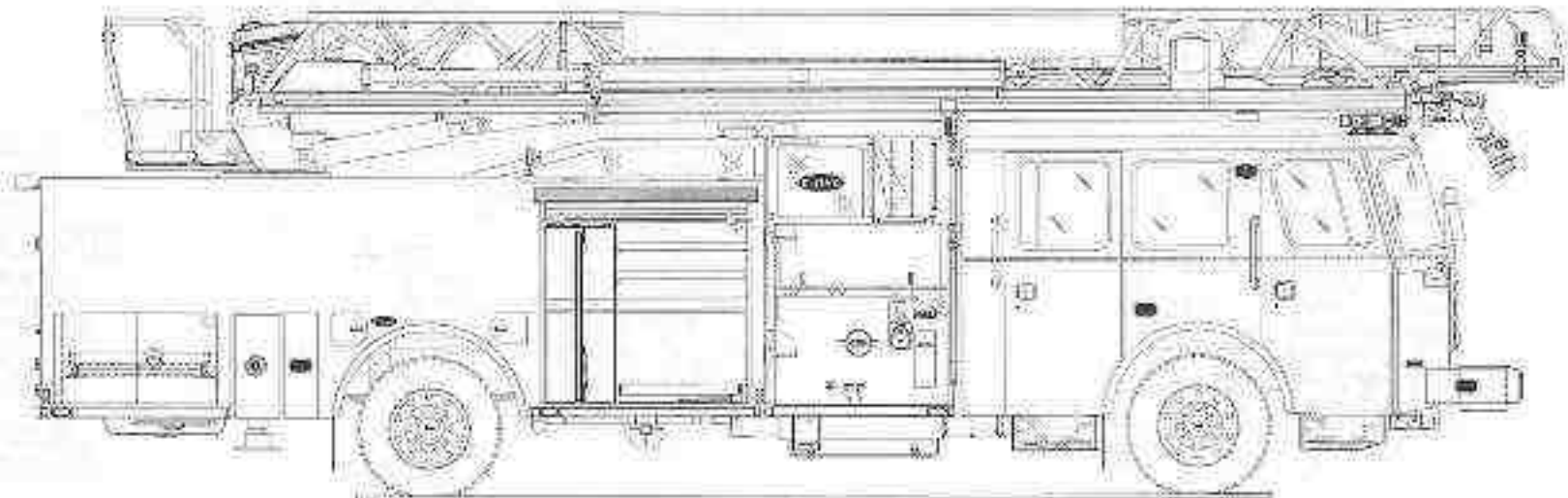
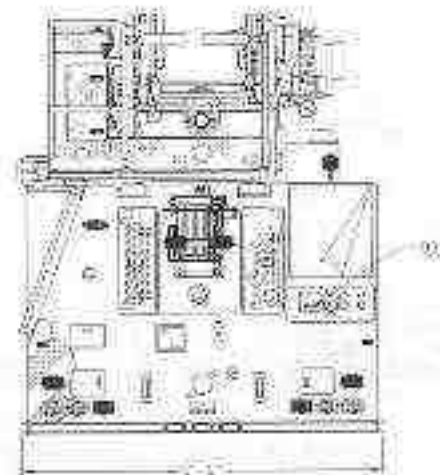
Shane Bentley
Fireline, Inc.
E-One, Inc.

725 Patrick Industrial Lane • Winder, Georgia 30680
Ph. (770) 868-4448 • Fax (770) 868-4499 • Toll Free (800) 986-6227
E-mail salesinfo@firelineinc.com



E-ONE
OCALA, FL
SD 146134
AERIAL BODY
TYPHON X CHASSIS
HP78 AERIAL LADDER

1997 E-One / (40) AERIAL BODY / ALL DIMENSIONS ARE
IN FEET AND INCHES / ALL DIMENSIONS ARE
APPROVED FOR PRODUCTION
REVISED 1-97



1/2" = 1'-0"

Robyn Courtright

From: Charlie King
Sent: Thursday, March 24, 2016 8:35 AM
To: Robyn Courtright
Cc: Ernie Beck
Subject: Recommendation for Purchase of Ladder Truck
Attachments: Safe Specs Letter.doc

Good Morning.

Over the past 18 months our team has worked diligently to find a suitable replacement for the 1988 Grumman Aerial Truck. During this process we researched several options to replace the truck including remanufacturing the existing unit, building a new apparatus, or pursuing a good quality used/demo unit. Our team has reached the end of our evaluation and feel that we can make confident recommendation on the purchase of a demo 2016 ladder truck built by EOne, Inc. The unit is in "new" condition and it is expected to have less than 10000 road miles when delivered in June. Is currently under construction at the factory and will be used at demonstrations and shows until that delivery time. The unit will have several manufacturer warranties included, that go into effect at time of acceptance.

Remanufacture of existing Grumman Aerial

Our original intent and budget proposal was to remanufacture the existing truck to extends it life by another 15-20 years. This process would include the complete disassembly of the unit and replace the cab and running gear of the truck with new. The body and ladder would be rebuilt to current standards, repainted and replaced on the new chassis. We made a visit to the facility on Roanoke, Va to see the work taking place on a similar truck from another fire department. We liked what we saw at the factory. The company representatives came to Oconee and evaluated the current condition of our truck and established a set of specifications and scope of work. Once these were established we were able to obtain pricing for the work. Where we originally estimated the work to cost around \$650,000 the actual bid came back at more than \$860,000. It was way over our budget and not cost effective when compared to purchasing a new vehicle. It is important to note that the sister truck that we saw being worked on earlier in the year was refused delivery by the department due to issues found during construction.

Used 2010 Ferrara - \$649,000

Our team traveled to Huntsville, AL to evaluate a used ladder truck being sold by Brindle Mountain Fire Equipment. The truck was previously owned and operated by a fire department in Upstate New York for a period of 5 years. While the truck seemed to be potential good buy on the surface, the site visit proved otherwise. The truck was found to have had rust issues that we feel would have been difficult to fix and not completely know how it would affect its service over the next 20 years. The truck broke down during the test drive and didn't permit us to complete the evaluation.

Demo 2011 KME - \$650,000

We evaluated the purchase of a 2011 demo KME 79' ladder truck. This truck was a nice vehicle with a lot of added options. While the truck is a very nice and would fit the needs of our department, several issues were identified in the evaluation process. First is the mileage. The truck currently has 37,000 miles on it and would require tires and brakes to be replaced in the near futures. Others we evaluated had very low miles. The second issue were the weight limitations. The truck was built with options added that would have limited the carrying of additional equipment needed for local use, extrication tools are the best example. The spec sheet for this are attached.

Demo 2016 EOne - \$675,000

We prefer the purchase of this truck. The truck is new and is being used as a corporate demo that is being released for sale at the present time. The construction and specifications of the truck match the needs of our department. The

warranties and service would be offered and performed by a local dealer that we have bought apparatus from in the past and have been pleased with. The information and specifications are provided.

Charles V. King

Fire Chief

Oconee County Emergency Services

cking@oconeesc.com

(864)-784-5268



One County, One Mission!

Oconee County
Procurement Office

March 24, 2016

TO: T. Scott Moulder, County Administrator

FROM: Robyn Courtright, Procurement Director



RE: PURCHASE OF USED/DEMO E-ONE AERIAL TRUCK

Robyn M. Courtright, CPPO
Procurement Director

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

Phone: 864.638.4141
Fax: 864.638.4142
rcourtright@oconeesc.com

The approved Lease Purchase budget for 2015-2016 included \$675,000 for the re-manufacture of a 1989 Grumman Platform truck. After several meetings with the vendor and a factory trip, the actual quoted price for the re-manufacture went up to \$860,000. This option was no longer cost effective.

Per the attached email from Fire Chief, Charles King, Fire Services staff looked at several used/demo ladder trucks that the County could purchase and stay within the allocated Lease Purchase amount. Of the three trucks they considered, Mr. King is recommending the purchase of the 2016 E-One demo aerial truck for \$675,000.00. I agree with his recommendation and I feel that the purchase of this truck meets the requirements of our Used Equipment Policy for the following reasons:

- This truck is currently at the Ocala manufacturing facility of E-One and will be purchased by one of their dealers, FireLine, Inc.
- Fireline will then drive this truck to equipment shows and other fire stations as a demo unit.
- Fireline states that they can then deliver this truck to Oconee County Fire Services no later than June 1, 2016.
- Upon delivery, this truck will be inspected by the Director of Fleet Maintenance and if everything is satisfactory, then the purchase will be finalized.
- A similar 2016 ladder truck from E-One, if purchased new would be \$817,000, so this is a savings of \$142,000.



PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 5, 2016

ITEM TITLE:

Title: **Waterline Relocation for Cities of Seneca and Walhalla** Department: **Roads & Bridges** Amount: **\$380,092.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2015-2016 budget process. Finance Approval: Adalberto Ponce
Budget: **\$757,051.00** Project Cost: **\$380,092.00** Balance: **\$376,959.00**

BACKGROUND DESCRIPTION:

Transportation Committee 10/13/2015 directed staff to expend approximately 60% of available funding towards paved roads in poor condition. County Council confirmed this directive on 10/20/2015. A list of roads was then developed to include the lowest pavement condition as the highest priority. According to Ordinance 26-5(c)(1), eligible improvement projects must have a minimum of 50' of right-of-way. Projects not having right-of-way were stricken from the list. The daily traffic was estimated for each of the roads and as required by ordinance 26-5(c)(4), the width was compared to the minimum width required based on average daily traffic. Utilities locations were then verified for the highest ranking projects in each category. Due to the required road widening for some of the projects, several waterlines have to be relocated to comply with our ordinance.

SPECIAL CONSIDERATIONS OR CONCERNS:

The waterlines for the affected roads are owned by the cities of Seneca and Walhalla. Therefore, each city followed their procurement guidelines to select the engineering firm and the contractor for these projects. Oconee County therefore has to reimburse the City of Seneca and the City of Walhalla for the cost of the waterline relocation. These costs include engineering fees and the contractor's bid price for the construction. The Procurement Director has reviewed the backup materials provided by each city that show that these projects were publically bid. Gar-Con, Inc., of Pickens, SC, is the low bidder for both projects. Oconee County must therefore reimburse the cities of Seneca and Walhalla in the amounts as follows:

	Base Bid	Engineering Fees	Total
City of Walhalla - (Forest Acres Circle)	\$139,660.00	\$20,600.00	\$160,260.00
City of Seneca - (Garden Circle, Urica Street, Nantahala Drive)	\$191,432.00	\$28,400.00	\$219,832.00
		TOTAL	\$380,092.00

ATTACHMENT(S):

1. Letters from Seneca Light and Water and the City of Walhalla
2. Proposal from Goodwyn Mills Clewood (Engineering firm)
3. Bid Tabs for Seneca Light and Water and for City of Walhalla

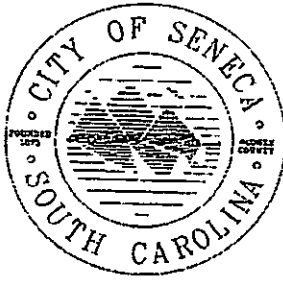
STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve (1) Payment to Seneca Light & Water, a division of the City of Seneca, in the amount of \$219,832.00 and (2) Payment to the City of Walhalla in the amount of \$160,260.00 for engineering and construction costs for the relocation of waterlines.

Submitted or Prepared By: Robyn Courtright Approved for Submittal to Council: _____
Robyn Courtright, Procurement Director T. Scott Moulder, County Administrator

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Seneca Light & Water

P.O. Box 4773
250 East North Second Street
Seneca, South Carolina 29679

Office: 864-885-2716
Fax: 864-888-0851
Email: rfares@seneca.sc.us

Robert W. Faires, III
Director of Utilities

March 24, 2016

Mr. Scott Moulder
County Administrator
Oconee County, SC
415 South Pine Street
Walhalla, SC 29691

Dear Mr. Moulder,

This letter is regarding the funding required to relocate the waterlines along Garden Circle, Utica Street and Nantahala Drive to allow for the widening and paving of the roads. As the City of Seneca has the sole responsibility to operate and maintain these waterlines, the City requests funding in the amount of \$191,432 for construction and \$28,400 for engineering and construction administration. The total cost for this project will be \$219,832.

If you need more information, please let me know.

Sincerely,

Robert W. Faires, III

cc: Scott McLane
Kyle Reid

City of Walhalla

206 North Church Street
Post Office Box 1099
Walhalla, South Carolina 29691

(864) 638-4343

Fax (864) 638-4357

3/24/2016

Mr. Scott Moulder
County Administrator
Oconee County, SC
415 South Pine Street
Walhalla, SC 29691

Dear Mr. Moulder,

This letter is regarding the funding required to relocate the waterline along Forest Acres Cir (WA-133) to allow for the widening and paving of the road. As the City of Walhalla has the sole responsibility to operate and maintain the above referenced waterline; the City requests funding in the amount of \$139,660 for construction and \$20,600 for engineering and construction administration. The total cost for this project will be \$160,260.

Regards,



Nancy Goehle
City Administrator
City of Walhalla

Enclosures:
Lowest Qualified Bid
Engineering Fees



24 March 2016

Kyle Reid
Oconee County Roads & Bridges
15022 Wells Hwy
Seneca, SC 29678

RE: Oconee County Water Line Replacements
CGRE160008 Seneca Roads
CGRE160009 Forest Acres Circle

Dear Kyle,

This is to make you aware of the low bids for the above-referenced projects received on Friday, March 18th, 2016.

The low bids are as follows:

	<u>Base Bid</u>	<u>Engineering Fees</u>	<u>Total</u>
Forest Acres Circle	\$ 139,660.00	\$ 20,600	\$ 160,260
Seneca Roads	\$ 191,432.00	\$ 28,400	\$ 219,832

If you have any questions, please give me a call.

Sincerely,

Goodwyn Mills & Cawood
Murray Dodd, PE

Enclosures
xc: File CGE160008 and CGRE160009

ARCHITECTURE ENGINEERING PLANNING AND CONSTRUCTION



TASK ORDER
SENECA LIGHT & WATER

In accordance with the General Engineering Contract dated _____ between the Seneca Light & Water and Goodwyn, Mills & Cawood, Inc., the following task is assigned:

TO# 16-02

Date February 29, 2016

Task name: GARDEN CIRCLE, UTICA STREET, & NANTAHALA DRIVE WATERLINE REPLACEMENTS

Task Description: This task generally consists of engineering planning, design, permitting and construction administration for the following water line projects:

- 1. Garden Circle 2,350 lf of waterline (1150' of 6" DI, 1200' of 2" PVC)
- 2. Nantahala Drive 865 lf of 2" PVC
- 3. Utica Street 470 lf of 6" PVC (Alternate of 6" D.I. to be considered)

The purpose of this project is to relocate existing water lines a minimum of 5 feet from the proposed new edge of pavement along each of the roadways being constructed by Oconee County.

FEE: Engineering Planning, Design, and Permitting	\$23,400
Construction Administration	<u>\$ 5,000</u>
Total	\$28,400

Preliminary design of these projects has already begun due to the pending construction completion date of June 1st, 2016 as established by Oconee County.

Please let us know if you have any questions with this task order and we appreciate the opportunity to continue working with Seneca Light & Water.

Goodwyn, Mills and Cawood

Seneca Light & Water

Murray W. Dodd, PE
Department Manager - Water Resources

Robert W. Faires, III
Director of Utilities

SENeca LIGHT & WATER - 101 EAST WASHINGTON STREET - GREENVILLE, SC 29601 - TEL: 864.679.0600 - FAX: 864.679.1311



GOODWYN MILLS CAWOOD

TASK ORDER CITY OF WALHALLA

In accordance with the General Engineering Contract dated _____ between the City of Walhalla and Goodwyn, Mills & Cawood, Inc., the following task is assigned:

TO# 16-02

Date February 18, 2016

Task name: FOREST ACRES CIRCLE WATERLINE REPLACEMENT

Task Description: This task generally consists of engineering planning, design, permitting and construction administration for the replacement of approximately 4,300 lf of 2" PVC along Forest Acres Circle.

The purpose of this project is to relocate the existing water line a minimum of 5 feet from the proposed new edge of pavement along the roadway being constructed by Oconee County.

FEE: Engineering Planning, Design, and Permitting	\$ 15,600
Construction Administration	\$ <u>5,000</u>
Total	\$ 20,600

Preliminary design of these projects has already begun due to the pending construction completion date of June 1st, 2016 as established by Oconee County.

Please let us know if you have any questions with this task order and we appreciate the opportunity to continue working with the City of Walhalla.

Goodwyn, Mills and Cawood

City of Walhalla

Murray W. Dodd, PE
Department Manager - Water Resources

Danny Edwards
Mayor

GOODWYN MILLS AND CAWOOD, INC.

10 East Washington Street, Suite 200
Clemson, SC 29634
Tel: 864/657-0400 Fax: 864/657-0401
GMCNETWORK.COM

ARCHITECTURE ENGINEERING ENVIRONMENTAL & CONSTRUCTION SERVICES

**TABULATION BIDS
FOREST ACRES CIRCLE
for CITY OF WALHALLA
BID OPENING: Friday, March 18, 2016 @ 2:00 PM**

Item	Qty.	Unit	Description	Gar-Con, Inc		HDH Construction		Payne McGinn & Cummins	
				Pickens, SC		Seneca, SC		Travelers Rest, SC	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	4210.0	LF	2" PVC (SDR 21) Potable Water Main including fittings	\$ 16.00	67,360.00	\$ 13.00	54,730.00	\$ 42.00	176,820.00
2	1.0	LS	Cut-in 2" tee and 3-2" gate valves (ibnrs) - Sta. 0+00	3,000.00	3,000.00	5,562.00	5,562.00	5,000.00	5,000.00
3	2.0	EA	2" tee and 2-2" gate valves (ibnrs) - Sta. 2+29 & 31+25	2,000.00	4,000.00	2,101.00	4,202.00	1,500.00	3,000.00
4	2.0	EA	2" tap on existing 6" C.I. main (Sta. 7+40 & near 26+40)	1,000.00	2,000.00	2,405.00	4,810.00	1,600.00	3,200.00
5	2.0	EA	2" tie-in to new 2" tap on 6" main (Sta. 7+40 & 26+40)	1,500.00	3,000.00	1,818.00	3,636.00	500.00	1,000.00
6	1.0	LS	2" tee and 3-2" gate valves (ibnrs) - Sta. 26+40	3,000.00	3,000.00	4,833.00	4,833.00	2,000.00	2,000.00
7	1.0	LS	20' of 2" pvc and a temp. blow-off for sampling (Sta. 26+40)	1,000.00	1,000.00	3,296.00	3,296.00	1,200.00	1,200.00
8	1.0	LS	2" blow-off (Sta. 31+25)	1,000.00	1,000.00	1,975.00	1,975.00	1,200.00	1,200.00
9	1.0	LS	Cut-in 2" tee and 2" gate valve (ibnrs) - Sta. 31+60	2,000.00	2,000.00	1,399.00	1,399.00	4,500.00	4,500.00
10	1.0	LS	2" tie-in to new 2" gate valve (Sta. 31+60)	1,000.00	1,000.00	1,399.00	1,399.00	1,800.00	1,800.00
11	14.0	LF	Free bore for 2" pvc pipe at concrete driveway	50.00	700.00	80.00	1,120.00	40.00	560.00
12	1.0	LS	Cut-in 2" tee and 2-2" gate valves (ibnrs) - Sta. 0+91	2,200.00	2,200.00	2,572.00	2,572.00	1,500.00	1,500.00
13	1.0	LS	2" tee and 2" gate valve (ibnrs) - Sta. 41+00	1,500.00	1,500.00	2,572.00	2,572.00	1,000.00	1,000.00
14	1.0	LS	Installation of fire hydrant assembly at existing tap (near Sta. 26+40)	3,800.00	3,800.00	5,403.00	5,403.00	3,800.00	3,800.00
15	1.0	LS	6" tap and fire hydrant assembly (near Sta. 7+40 on Evergreen Dr)	5,000.00	5,000.00	7,535.00	7,535.00	6,000.00	6,000.00
16	11.0	EA	Longside tapovers	1,500.00	16,500.00	969.00	10,659.00	1,000.00	11,000.00
17	17.0	EA	Shortside tapovers	900.00	15,300.00	637.00	10,829.00	600.00	10,200.00
18	150.0	LF	Asphalt Pavement Patch (road crossings only)	15.00	2,250.00	21.60	3,240.00	60.00	9,000.00
19	0.3	CY	Concrete blocking	1,000.00	300.00	15,700.00	4,710.00	300.00	90.00
20	1.0	LS	Erosion Control Devices	2,000.00	2,000.00	4,325.00	4,325.00	8,000.00	8,000.00
21	0.2	AC	Cleanup, Grassing, and Landscaping	10,000.00	2,000.00	52,452.00	10,490.40	4,000.00	800.00
22	5.0	CY	Rock Excavation (\$150 MAX per CY)	150.00	750.00	150.00	750.00	150.00	750.00
Total				\$	139,660.00	\$	150,047.40	\$	252,420.00

To the best of knowledge, these bids are accurately tabulated and were accepted in accordance with applicable regulations.

Murray Dodd, PE, South Carolina License No. _____



NOTES

BUDGET, FINANCE & ADMINISTRATION COMMITTEE

Council Chambers, Oconee Administrative Offices, Walhalla, SC

March 22, 2016

Budget Discussions

Mr. Moulder addressed the Committee utilizing several handouts regarding preliminary budget issues related to the FY 2016-2017 budget:

- Summary Budget Change *{slide #1}*
- Budget Increase Summary *{slide #2}*
- Personnel Changes *{slide #3}*
- Capital Purchase Summary *{slide #4}*
- Notable Additions & Deletions *{slide #5}*
- Fiscal Year 2017 Budget Proposal *{slide #6}*

Mr. Moulder requested discussion of the various aspects of the presentation and asked for specific direction on how the Committee/Council wishes him to proceed in finalizing the budget for presentation at the April 14, 2016 special meeting.

Lengthy discussion followed regarding various aspects of the presentation:

- Projected shortfall vs. revenues
- City of Westminster request for a joint/shared planner position
- Vehicle replacements
- OMH/GHS ambulance assistance
{Mr. Moulder was asked to follow up and obtain # of miles per year and cost per mile}
- Recycling plans, design and costs associated
{Mr. Moulder stated that he would obtain a quote for the redesign of the Solid MCO}
- OPEB [other post-employment benefits] and the impact on the budget
{Mr. Moulder was asked to identify the number of employees affected by this potential change}
- Facility Security
- Sewer funding *{see page #2 for Sewer discussion}*
- Potential Millage increase

Mr. Moulder next addressed specifics related to **sewer infrastructure** funding options utilizing a handout [copy filed with these minutes] to include but not limited to:

- Inability to use general obligation bonding for sewer infrastructure
- Utilization of a portion of existing and/or new Fee-In-Lieu-Of-Tax [FILOT] revenues to pay the debt millage on a Special Source Revenue Bond [SSRB]
- Phases of sewer expansion / staging of phases
- Potential contractual agreement[s] to recoup partial construction costs
- Potential grant opportunities
- Review of existing bond proposal document [filed with these minutes]

The Committee discussed at length a **tax increase** as proposed for Fiscal Year 2017 Budget Proposal *{slide #6}*. Mr. Thrift addressed the Committee stating that incremental increases are easier for taxpayers to absorb and that Council not raising the taxes for several years has in part created the shortfall for FY2016-2017. He recommended a 3 mill tax increase for FY 2016-2017. Discussion followed. Mr. Cain concurred stating that he didn't wish to raise taxes either but that there is no other way to fulfill the goals established in the strategic plan and meet citizen's expectations for services.

MOTION TO AFFIRM THE COMMITTEES ACTION/DIRECTION TO THE ADMINISTRATOR to prepare the budget as provided and to include a 2.1 mill tax increase required to balance the budget.

NOTICE OF PUBLIC HEARING

NOTICE IS GIVEN that the Oconee County Council will conduct a public hearing relating to an Ordinance "AUTHORIZING A FEE-IN-LIEU-OF-TAX ARRANGEMENT ON BEHALF OF PROJECT MACKINAW ("COMPANY") PURSUANT TO A FEE-IN-LIEU-OF-TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA ("COUNTY") AND THE COMPANY; AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY; AND OTHER MATTERS RELATING TO THE FOREGOING."

The hearing will be held in the County Council Chambers, located at 415 South Pine Street, Walhalla, South Carolina, beginning at or after 6:00 p.m. on April 5, 2016, or at such other place and time as may be communicated by Oconee County to the public no later than 24 hours prior to the meeting at which the hearing will be held, which time shall not be less than 15 days prior to the publication of this notice.

At the time and place fixed for this public hearing, all taxpayers, residents or other interested persons who appear will be given an opportunity to express their views for or against the Ordinance above-referenced and the matters contemplated by the Ordinance. Any persons wishing to submit written comments may submit them to the Clerk to County Council no later than 12:00 p.m. (noon) on March 29, 2016.

Individuals who may need auxiliary aids effective participation and communication concerning the above public hearing should contact the Clerk to County Council, at (864) 718-1023 or via email at bhulse@oconeesc.com no later than 24 hours prior to the scheduled hearing.

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: ORDINANCE 2016-05

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 05/17/2016 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



General Manager

Subscribed and sworn to before me this
05/17/2016



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

JENNIFER A WHITE
NOTARY PUBLIC
State of South Carolina
My Commission Expires July 1, 2024

LEGAL NOTICES

LEGALS

Complaint upon the undersigned publisher at his office at 818 West Stone Avenue, Greenville, South Carolina 29609 (mailing address: Post Office Box 2445, Greenville, South Carolina 29602), within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer the Complaint within that time, judgment by default will be rendered against you for the relief demanded in the Complaint TO MINOR(S) OVER FOURTEEN YEARS OF AGE AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY; YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Mortgagee immediately and separately and such application will be deemed absolute and valid in the absence of your application for such an appointment within thirty (30) days after the service of the Summons and Complaint upon you. YOU WILL ALSO TAKE NOTICE that should you fail to answer the foregoing Summons, the Plaintiff will move for an Order of Reference of this case to the Master-in-Equity or Special Referee of the County, which Order shall, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, specifically provide that the said Master-in-Equity or Special Referee is authorized and empowered to enter a final judgment in this case with appeal only to the South Carolina Court of Appeals pursuant to Rule 203(d)(1) of the SCAR, effective June 1, 1999. YOU WILL ALSO TAKE NOTICE that under the provisions of the South Carolina Code Section 29-3-100, effective June 16, 1993, any collateral assignments of rents contained in the attached mortgage is perfected and Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default, in the alternative, David R. Price, Jr., P.A. will move before a judge of the Circuit on the 15th day of service hereof, or as soon thereafter as course may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original Note and Mortgage and the Complaint attached hereto. Respectfully Submitted,
David R. Price, Jr.
(S.C. Bar # 751140)
Samuel S. Tucker
(S.C. Bar # 789991)
DAVID R. PRICE JR., P.A.
318 West Stone Avenue (29609)
Post Office Box 2445
Greenville, South Carolina
29602-2445
(864) 271-6630 office
(864) 271-6637 fax
DPrice@GreenvilleLegal.com
Attorneys for Plaintiff
Greenville, South Carolina
Date: November 1, 2015

NOTICE OF PUBLIC HEARING
NOTICE IS GIVEN that the Oconee County Council will conduct a public hearing relating to an Ordinance

LEGAL NOTICES

LEGALS

HALF OF PROJECT MACKINAW (COMPANY) PURSUANT TO A FEE-IN-LIEU-OF-TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA (COUNTY) AND THE COMPANY, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY, AND OTHER MATTERS RELATING TO THE FOREGOING. The hearing will be held in the County Council Chambers, located at 415 South Pine Street, Walhalla, South Carolina, beginning at or after 6:00 p.m. on April 5, 2015, or at such other place and time as may be communicated by Oconee County to the public no later than 24 hours prior to the meeting at which the hearing will be held; which time shall not be less than 15 days prior to the publication of this notice. At the time and place for this public hearing, all taxpayers, residents or other interested persons who appear will be given an opportunity to express their views for or against the Ordinance above-referenced and the matters contemplated by the Ordinance. Any persons wishing to submit written comments may submit them to the Clerk to County Council no later than 12:00 p.m. (noon) on March 29, 2015. Individuals who may need auxiliary aids effective participation and communication concerning the above public hearing should contact the Clerk to County Council, at (864) 719-1023 or via email at clerk@occc.org no later than 24 hours prior to the scheduled hearing.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
IN THE COURT OF
COMMON PLEAS
Case No. 2015-CP-37-601
Ditech Financial LLC, as successor
in interest to Coretek Finance
Servicing Corporation, assignee to
Great Tree Financial Servicing
Corporation,
Plaintiff,
vs.
Henry J. Hams, Evangelina R.
Hams, and Cindy Hunter,
Defendants,

SUMMONS AND NOTICE
(Non-Jury Collection)
TO THE DEFENDANT(S): Henry J. Hams and Evangelina R. Hams, YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 1351 Elmwood Avenue, Suite 300, Post Office Box 11658 Columbia, SC 29211, within thirty (30) days after the service hereof, exclusive of the day of such service, except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint TO MINOR(S) OVER FOURTEEN YEARS OF AGE AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY; YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so,

LEGAL NOTICES

LEGALS

TYLER, JACKSON, PEACE,
& SILVER, LLC
Attn: Jeffrey L. Silver
S.C. Bar No. 5134
1331 Elmwood Avenue, Suite 300
Post Office Box 11658
Columbia, South Carolina 29211
(803) 252-7689
ATTORNEY FOR PLAINTIFF
Columbia, South Carolina
March 8, 2015
NOTICE
TO THE DEFENDANT(S): Henry J. Hams and Evangelina R. Hams, YOU WILL TAKE NOTICE that the Cover Sheet for EMI Actions, Summons and Complaint, of which the foregoing is a copy of the Summons, were filed with the Clerk of Court for Oconee County, South Carolina on January 4, 2015.
TYLER, JACKSON, PEACE,
& SILVER, LLC
Attn: Jeffrey L. Silver
S.C. Bar No. 5134
1331 Elmwood Avenue, Suite 300
Post Office Box 11658
Columbia, South Carolina 29211
(803) 252-7689
ATTORNEY FOR PLAINTIFF

The Oconee County Council will hold a Public Hearing for Ordinance 2015-05 "AN ORDINANCE AMENDING CHAPTER 32, ARTICLE 2 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO SEXUALLY ORIENTED BUSINESSES ONLY, AND OTHER MATTERS RELATED THERETO," 2015-06 "AN ORDINANCE AMENDING CHAPTER 32, ARTICLE 5, OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO GROUP HOME DEVELOPMENTS ONLY, AND OTHER MATTERS RELATED THERETO," 2015-07 "AN ORDINANCE AMENDING CHAPTER 32, ARTICLE 7, OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO JAIL/GONG FACILITIES ONLY, AND OTHER MATTERS RELATED THERETO," 2015-12 "AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF UTILITY CONSTRUCTION AT THE OCONEE INDUSTRY & TECHNOLOGY PARK," and 2015-13 "AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO BLUE RIDGE ELECTRIC COOPERATIVE NEAR THE OCONEE REGIONAL AIRPORT FOR THE PURPOSE OF RELOCATING EXISTING ABOVE-GROUND ELECTRICAL LINES TO UNDERGROUND LINES, AND OTHER MATTERS RELATED THERETO" on Tuesday, April 7, 2015 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.

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**Oconee County
Council**



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tlulise@occonesc.com

Edda Cammick
District I

Wayne McCall
District II

Paul Cain
Chairman
District III

Joel Thrift
District IV

Reginald T. Dexter
District V

The Oconee County Council will hold a Public Hearing for Ordinances 2016-05 "AN ORDINANCE AMENDING CHAPTER 32, ARTICLE 2, OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO SEXUALLY ORIENTED BUSINESSES, ONLY; AND OTHER MATTERS RELATED THERETO"; 2016-06 "AN ORDINANCE AMENDING CHAPTER 32, ARTICLE 5, OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO GROUP HOME DEVELOPMENTS, ONLY; AND OTHER MATTERS RELATED THERETO; 2016-07 "AN ORDINANCE AMENDING CHAPTER 32, ARTICLE 7, OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO TATTOOING FACILITIES, ONLY; AND OTHER MATTERS RELATED THERETO; 2016-12 "AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF UTILITY CONSTRUCTION AT THE OCONEE INDUSTRY & TECHNOLOGY PARK"; and, 2016-13 "AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO BLUE RIDGE ELECTRIC COOPERATIVE NEAR THE OCONEE REGIONAL AIRPORT FOR THE PURPOSE OF RELOCATING EXISTING ABOVE-GROUND ELECTRICAL LINES TO UNDERGROUND LINES; AND OTHER MATTERS RELATED THERETO" on Tuesday, April 5, 2015 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.



Beth Hulse

From: Beth Hulse
Sent: Wednesday, March 16, 2016 9:05 AM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: Public Hearings: 4-5-16 2016-05, 06, 07, 12, 13
Attachments: 031616 - PH 2016-05, 06, 07, 12, 13 - 4-5-16.docx

Please run at your earliest convenience.
Thanks.

Elizabeth G. Hulse, CCC
Clerk to Council
Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691
864-718-1023
864-718-1024 [fax]
bhulse@oconeesc.com
www.oconeesc.com/council

Beth Hulse

From: Beth Hulse
Sent: Wednesday, March 16, 2016 9:08 AM
To: Beth Hulse; Carlos Galarza; Chad Dorsett; DJM News Editor; Fox News; Greenville News (localnews@greenvillenews.com); Kevin; Ray Chandler; Steven Bradley (sbradley@upstatetoday.com); Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com); WYFF 4 News
Subject: Public Hearings: April 5, 2016

The Oconee County Council will hold a Public Hearing for Ordinances

2016-05 "AN ORDINANCE AMENDING CHAPTER 32, ARTICLE 2, OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO SEXUALLY ORIENTED BUSINESSES, ONLY; AND OTHER MATTERS RELATED THERETO";

2016-06 "AN ORDINANCE AMENDING CHAPTER 32, ARTICLE 5, OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO GROUP HOME DEVELOPMENTS, ONLY; AND OTHER MATTERS RELATED THERETO;

2016-07 "AN ORDINANCE AMENDING CHAPTER 32, ARTICLE 7, OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO TATTOOING FACILITIES, ONLY; AND OTHER MATTERS RELATED THERETO;

2016-12 "AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF UTILITY CONSTRUCTION AT THE OCONEE INDUSTRY & TECHNOLOGY PARK"; and,

2016-13 "AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO BLUE RIDGE ELECTRIC COOPERATIVE NEAR THE OCONEE REGIONAL AIRPORT FOR THE PURPOSE OF RELOCATING EXISTING ABOVE-GROUND ELECTRICAL LINES TO UNDERGROUND LINES; AND OTHER MATTERS RELATED THERETO"

on Tuesday, April 5, 2015 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

Elizabeth G. Hulse, CCC

Clerk to Council

Oconee County Administrative Offices

415 South Pine Street

Walhalla, SC 29691

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