



Public Comment SIGN IN SHEET

April 19, 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	50. Hittell	Communism
2	John Morris	Even zoning + Budget
3	JERRY SACRET	BY ZONE
4	Bozo Richards	Budget
5	Bessie Cornelius	Budget
6	JOHN MORRIS	General Items
7		
8		
9		
10		
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25		

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



OCONEE COUNTY COUNCIL
ABSTENTION FORM

Council Member Name: REG DEXTER
[Please Print]

Council Member Signature: Reginald T. Dexter

Meeting Date: 4.19.2016

Item for Discussion/Vote: 4.5.2016 Council Minutes

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

Elizabeth G. Hulse
Elizabeth G. Hulse
Clerk to Council

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



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

April 19, 2016 ~ ~ 6:00 p.m.

Ordinance 2016-10 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND THE NASON COMPANY; 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.

Ordinance 2016-14 "AN ORDINANCE TO AMEND OCONEE COUNTY ORDINANCE 2015-01, THE BUDGET ORDINANCE FOR OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1ST, 2015 AND ENDING JUNE 30TH, 2016, IN CERTAIN LIMITED REGARDS AND PARTICULARS; AND OTHER MATTERS RELATED THERETO"

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

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

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

	Ordinance #	2016-10	2016-14
1.	2016-10		
2.			
3.			
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20.			

NONE

Economic Development Impact

Summary Analysis:

Construction Benefit:	\$387,480
Facility Operation Benefit:	\$1,066,410
Employee Benefit:	\$3,812
Visitor Benefit:	\$4,660
Total Benefit:	\$1,462,362

Development Costs:	\$100,000
Operational Costs:	\$81,688
Employee Costs:	\$34,172
Total Costs:	\$195,859

The Benefit to Cost (year 1) is: \$7.47 : 1

The Benefit to Cost (yr 2+) is: \$11.21 : 1

Cost/Benefit Analysis
Nason
Oconee County

Project Data

New Building (Construction)	\$	2,000,000
Existing Building	\$	-
Land Cost	\$	-
Equipment (Less Pollution Cor	\$	500,000
Employees		26
Avg. Hourly Wage	\$	13.07
Avg. Salary	\$	26,140
Total Direct Payroll	\$	679,640

Project Multipliers

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

Employment Impacts

Employment -- Direct		26
Employment -- Indirect		9
<u>Total Employment Impact</u>		35

	<u>Year 1</u>	<u>20-Year NPV</u>
Net Costs		
Local	\$ 5,046	\$ 197,086
<u>Total State & Local Costs</u>	<u>\$ 5,046</u>	<u>\$ 197,086</u>
Net Benefits		
Local	\$ 31,178	\$ 306,959
Local Economy	\$ 2,520,000	\$ 4,004,387
<u>Total Local Benefits</u>	<u>\$ 2,551,178</u>	<u>\$ 4,311,346</u>

	<u>Year 1</u>	<u>20-Year NPV</u>
Local Government Costs		
Fee-in-Lieu of Property Taxes	\$ 4,683	\$ 192,045
MCP Split	\$ 362	\$ 5,040
Special Source	\$ -	\$ -
Gov't Services	\$ -	\$ -
Education Costs	\$ -	\$ -
Site Acquisition	\$ -	\$ -
Site Preparation	\$ -	\$ -
Site Utilities	\$ -	\$ -
Special Infrastructure	\$ -	\$ -
Equipment / Machinery	\$ -	\$ -
Special Development Financing	\$ -	\$ -
Consulting/ Special Studies	\$ -	\$ -
Waived Fees / Permits	\$ -	\$ -
Streamlined Approvals	\$ -	\$ -
Total Value of Costs	\$ 5,046	\$ 197,086
Local Government Benefits		
Taxes from existing building	\$ -	\$ -
Direct Property Taxes	\$ 36,224	\$ 504,045
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	\$ 36,224	\$ 504,045
Net Local Benefits	\$ 31,178	\$ 306,959
Local Benefit/Cost Ratio	6:1	2:1
Local Economy Benefits		
Total Private Sector Benefits	\$ 2,520,000	\$ 4,004,387

**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 THE NASON COMPANY; 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, the Nason Company, 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: April 19, 2016
Third Reading: April 19, 2016

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

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 19, 2016

ITEM TITLE:

Procurement #: RFP 15-11 Title: Custom Pumper Truck - Oakway Department: Fire Services Amount: \$412,535.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2015-2016 budget process. Finance Approval: Ladelle Price
Budget: \$410,000.00 Project Cost: \$412,535.00 **Overage: \$2,535.00** – to be paid from Oakway Fire Dept. account

BACKGROUND DESCRIPTION:

This Request for Proposals was issued February 18, 2016 for one Custom Pumper Truck for use by Oconee County Fire Station Number One (Oakway). This station currently has a 1995 Freightliner Engine, a 2002 Freightliner Engine, and a 2000 Tanker Truck. This new custom pumper will replace the older model pumper which will be used as a spare.

On March 17, 2016, formal sealed proposals were opened for this Custom Pumper. Sixteen firms were originally notified of this opportunity and two firms submitted proposals, Fireline, Inc for E-One and Safe Industries for KME. Evaluation Criteria included: Compliance with Specifications (40%), Cost Requirements (20%), Service and Warranty Requirements (20%) and Capabilities of the Firm (20%). An Evaluation Committee consisting of Charles King, Oconee County Fire Chief, Ernie Beck, Director of Vehicle Maintenance, Tracy Saunders, Oakway Fire Chief and Paul Marcengill, Oakway Assistant Fire Chief, unanimously voted to recommend Fireline, Inc., of Winder, GA, for this award.

SPECIAL CONSIDERATIONS OR CONCERNS :

This purchase was budgeted for \$410,000 from 2015-2016 Lease Purchase Funds. The balance needed of \$2,535.00 is available in Oakway Fire Department's capital vehicle funds.

ATTACHMENT(S):

1. RFP Summary Scoring Sheet
2. Summary Cost Sheet with Options

STAFF RECOMMENDATION :

It is the staff's recommendation that Council approve the award of RFP 15-11 for a Custom Pumper Truck for Oakway Rural Fire Station One to Fireline, Inc., of Winder, GA, in the amount of \$412,535.00.

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

Approved for Submittal to Council: T. Scott Moulder
T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 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.

SCORES

	Fire Line	Safe Industries
	E-One	KME
A	340	308.20
B	316	301.80
C	334.80	295
D	336.60	295
TOTAL	1327.40	1201
RANKING	1	2

FINAL PRICING

Quantity	Description	Fireline - 2-One			Safe Industries - KME			
		Model #	Unit Cost	Total	Brand	Model #	Unit Cost	Total
	Base Price			\$889,695.00				\$889,695.00
	Sales Tax (\$208)			\$300.00				\$300.00
	Discount for 100% Prepayment			\$11,750.00				\$11,000.00
1 EACH	ENGINE - CUMMINS 450 HP			Included				\$5,508.00
	Subtotal for Truck with 450HP Cummins Engine			\$888,245.00				\$887,695.00
1 EACH	SCOTCH LITE ACCENT STRIPES			\$0.00				\$777.00
1 EACH	FRONT DISC BRAKES			\$875.00	Whisper	EX-225		\$849.00
1 EACH	WHELEN FREEDOM LIGHTBAR - 72"			\$1.00	Whelen	FAN70LED		\$1,357.00
1 EACH	PAINTED HANSEN ROLL UP DOORS			\$1.00	Hansen			\$2,002.00
1 EACH	ABSORBENT BIN - OFFICER FRONT FENDER			\$2.00				\$1,014.00
1 EACH	EXTERNAL EMS CAB STORAGE W/ROLL UP DOOR + INTERNAL ACCESS ROLL-UP DOOR			\$2,705.00				\$2,374.00
1 EACH	BUMPER EXTENSION	20" INCLUDED		\$3.00				\$485.00
1 EACH	FRONT BUMPER STORAGE WELL - CENTER			\$3.00				\$673.00
1 EACH	TIRE CHAIRS			\$2,005.00				\$2,005.00
1 EACH	OFFICER SIDE RUNNING BOARD STORAGE WELL - FLOATING			\$640.00				\$775.00
1 EACH	DRIVER SIDE RUNNING BOARD STORAGE WELL - FLOATING			\$640.00				\$775.00
1 EACH	LED BROW LIGHT - ABOVE WINDSHIELD			\$2,175.00	HVZ	FT-R-45-W		\$1,572.00
1 EACH	TELESCOPING 160W WHELEN LED FLOODSPOT LIGHTS - TOP MOUNT			\$2,165.00	Whelen	PCP3P2		\$1,381.00
1 EACH	FRONT SUCTION			\$5,600.00				\$4,906.00
1 EACH	LARGE LIGHT WATER LEVEL GAUGE EACH SIDE OF CAB			\$785.00	Whelen	PSTank		\$918.00
2 EACH	SPEEDLAY SLIDE-OUT TRAYS		\$555.00	\$1,110.00			\$977.00	\$734.00
10 EACH	5/8 INCH HOSE, 100 FT SECTIONS		\$535.00	\$5,350.00	N. American		\$850.00	\$5,500.00
GRAND TOTAL				\$412,535.00				\$418,501.00

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 19, 2016

ITEM TITLE:

Procurement #: RFP 15-14 Title: Phase 2 – Lease & Operation of Fiber Network Assets & Services
Department: FOCUS (Fiber Optics Creating Unified Solutions) – Broadband Services

Amount: TBD

FINANCIAL IMPACT:

Not determined at this time.

BACKGROUND DESCRIPTION:

A Request for Qualifications, RFQ 15-08, for the Lease and Operation of Fiber Network Assets and Services was issued on December 15, 2015, and sent to 81 firms. Four firms responded with Letters of Intent, but only three firms submitted proposals on January 21, 2016. An Evaluation Committee consisting of Mike Powell, FOCUS Director, Kim Wilbanks, FOCUS Project Manager, Josh Stephens, Deputy Director – Community Development, John Cox, IT Director and Lisa Simmering, GIS Director, reviewed and scored the proposals and recommended two firms: One Tone Telecom of Seneca, SC, and WC Fiber of Abbeville, SC, to continue to Phase 2.

On February 8, 2016, RFP 15-14, Phase 2 – Lease & Operation of Fiber Network Assets & Services, was issued to the two pre-qualified firms and on March 22, 2016, each firm submitted their proposal. The same committee evaluated and scored these proposals and recommended One Tone Telecom, of Seneca, SC, for award. Contract and leasing details now need to be negotiated with One Tone Telecom.

SPECIAL CONSIDERATIONS OR CONCERNS:

The purpose of this RFQ-RFP was for the County to contract with a service provider to lease and operate the County's 250+ mile fiber optic network for up to 20 years. The FOCUS network was partially funded with a BTOP grant from NTIA which restricts the ability to transfer ownership for 20 years from the grant close out date of June 3, 2014. The contract documents will be negotiated in a manner to ensure compliance with all grant restrictions and requirements.

ATTACHMENT(S):

1. Summary Score Sheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council conditionally approve the award of RFP 15-14 to One Tone Telecom, of Seneca, SC and authorize the County Administrator to negotiate the contract. After (and if) the Administrator negotiates all terms of the proposed contractual relationship, the complete negotiated and proposed contractual document set will be brought back before Council for final approval of the award.

Submitted or Prepared By: _____ Approved for Submittal to Council: _____

Robyn Courtright, Procurement Director

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	B	C	D	E	
	ONE TONE								
Terms of Proposed Agreement	60	12%	60	55	45	58	50		
Revenues and Costs for County	50	10%	50	48	40	45	45		
Operation, maintenance and monitoring of network	30	6%	30	30	20	25	30		
Risk to County & Sustainability of proposal	45	9%	45	42	30	40	40		
Product and Service support - Initial	15	3%	15	15	10	15	15		
Product and Service support - Future	20	4%	20	15	15	20	20		
Financial Commitment	20	4%	20	20	15	20	18		
Customers served by FOCUS connections	10	2%	10	10	10	10	10		
Marketing Plans	25	5%	25	20	20	20	23		
Economic Development support	20	4%	20	20	15	20	20		
Community Development plans	20	4%	20	15	15	20	20		
Ongoing Support of County Schools	25	5%	25	25	20	25	25		
Approach to meeting BTOP/NTIA requirements	20	4%	20	20	20	8	20		
Fiber Experience (maintaining & building outside plant)	20	4%	10	10	5	0	15		
Performance History (products & services)	15	3%	15	15	15	8	15		
Network Experience (maintaining CISCO, Tellabs & Coriant)	20	4%	10	10	5	5	20		
Connections to FOCUS network	10	2%	10	10	10	9	10		
Investment in Oconee County (existing)	15	3%	15	15	15	13	15		
Investment in Oconee County (future)	20	4%	20	20	15	20	20		
Public Safety Experience	15	3%	0	6	0	0	10		
Presence in Oconee County	15	3%	15	15	15	12	15		
Presence in South Carolina	10	2%	10	10	10	5	10		
Maximum TOTAL	500	100%	465	446	365	398	466	2140	

**Phase 2 - Lease Operation of
Fiber Network Assets Services**

WCTEL			A	B	C	D	E	
Terms of Proposed Agreement	60	12%	20	20	15	40	25	
Revenues and Costs for County	50	10%	40	5	5	20	10	
Operation, maintenance and monitoring of network	30	6%	25	20	10	25	25	
Risk to County & Sustainability of proposal	45	9%	30	30	20	20	10	
Product and Service support - Initial	15	3%	5	10	5	5	0	
Product and Service support - Future	20	4%	5	7	5	8	0	
Financial Commitment	20	4%	10	10	3	5	4	
Customers served by FOCUS connections	10	2%	0	0	2	0	0	
Marketing Plans	25	5%	10	10	10	5	2	
Economic Development support	20	4%	10	10	2	5	5	
Community Development plans	20	4%	0	10	10	5	7	
Ongoing Support of County Schools	25	5%	5	1	5	5	0	
Approach to meeting BTOP/NTIA requirements	20	4%	20	20	20	8	20	
Fiber Experience (maintaining & building outside plant)	20	4%	20	20	20	20	15	
Performance History (products & services)	15	3%	15	15	15	13	15	
Network Experience (maintaining CISCO, Tellabs & Coriant)	20	4%	10	10	5	2	0	
Connections to FOCUS network	10	2%	0	0	0	0	0	
Investment in Oconee County (existing)	15	3%	0	0	0	0	0	
Investment in Oconee County (future)	20	4%	0	0	3	8	0	
Public Safety Experience	15	3%	15	12	12	13	15	
Presence in Oconee County	15	3%	0	0	0	0	0	
Presence in South Carolina	10	2%	10	10	10	10	10	
Maximum TOTAL	500	100%	250	220	177	217	163	1027

**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 19th day of April, 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: April 19, 2016
Third & Final Reading: April 19, 2016

OCONEE COUNTY BOARD / COMMISSION / COMMITTEE CANDIDATE LISTING

	DX	AT LARGE	Respoint Request	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	DESTINATION OCONEE	EDUCATION	TOURISM & REC.	Questionnaire Received Date
Corey, James	1						x				April 2015
Corlay, Glenn	1						OCCB				March 2015
Elliot, Kathy	1	Yes								x	March 2015
Evans, Kevin	1							x			November 2015
Greene, Darlene	1					x	x	x		x	October 2015
Heller, Andy	1					x	x	x		x	July 2015
Houston, Joanne	1					x	x	x		x	November 2015
Lyle, David	1	Yes						x			November 2015
Washburn, Catherine	1						x				December 2015
Davis, Robert	2						Conserv				March 2016
Wise, Rebecca	2							x			November 2015
Shedwick, Al	3							x			November 2015
VanArk, Shamra	3							x			August 2015
Coburn, William	4	Yes					OCCB				April 2015
Dean, Barbara	4							x			November 2015
Morrison, Chanda	4	Yes						x			November 2015
Nicholson, Brad	4							x			December 2015
Ramey, Donald	5	Yes					x	x		x	December 2016

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

Area of Interest [please check one or more]	Board/Commission Applicable to Interests
Aeronautics	Aeronautics Commission
Public Safety, Health & Welfare	Anderson-Oconee Behavior Health Services Commission
Regulatory	Building Codes Appeal Board
	Parks, Recreation & tourism Commission
	Board of Zoning Appeals
Planning Activities	Appalachian Council of Government Board of Directors
	Board of Zoning Appeals
	Capital Projects Advisory Committee
	Conservation Bank Board - OCCB



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps (IX-At Large)	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Edda Cammick	Wayne McCall	Paul Cain	Joel Thrift	Reg Dexter	2015-2018	2013-2016
							2015-2018	2013-2016	2015-2018	2013-2016	2013-2016		
							District I	District II	District III	District IV	District V		
Aeronautics Commission	2-262	5 - 2	YES	2X	YES	Jan - March	Randy Renz [2]	David Bryant [1]	Edward Perry [2]	Dan Schmeidt [2]	Ronald Chiles [1]	A. Brightwell [1]	Michael Gray [1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Bette Boreman [1]	Meredith LaCour [1]	Mariam Noorai [1]	Barbara Waters [2]	H. Richardson [2]	Shawn Johnson [1]	Jean Dobson [2]
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Allen Modford [2]	Sammy Lee [2]	Bill Gilster [1]	Marty McKee [2]	John Menzies [1]	Berry Nichols [2]	OPEN
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - March	George Smith [1]	Matt Rochester [1]	Bob DuBose [2]	Mike Willimon [2]	Harry Tollison [2]		
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Shea Airey [2]	OPEN	Jennifer Moss [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2]	Bill Smith [1]
Destination Ocoee Action Committee	n/a	5 - 2	n/a	n/a	n/a	n/a	David Washburn	Luther Lyle	Jennifer Barnhart	Katie Smith	Bob Hill	Robert Moore	Hal Welch
PRT Commission (members up for reappointment due to trial stagger)	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Brian Greer [2], Rosemary Ballos [2], JoAnne Blake [2]			Becky Wise [2], Rick Lacey [2], Mike Wallace [2]			D Pollock [1]
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Scott Lusk [1]	Staley Powell [1]
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - March	Daniel Day [2], L. Martin [1], B Hetherington [1], H McPheters [1], A Champion [1], K Holleman [1]				William Caster [2], Maria Jacobson [1], Marie McMahan [1]		
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Brad Kisker	C. W. Richards	David Owensby	OPEN	Ryan Honea	Gwen McPhail	Mike Johnson
Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open						
Capital Project Advisory Committee	2-391	CC, PC, 2 @ Lg.	NO	3X	1 yr	January	Council Representative Wayne McCall/Paul Cain in McCall absence.					Lisa Bisuel [1-6/16]	Frankie Pearson [2]
Ocoee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Council Representative Appointed Annually						
Ocoee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Council Representative Appointed Annually						
Ten At The Top (TATT)				NO	NO	January	Council Representative Appointed Annually						
ACOG ROD				N/A	NO	January	Council Rep. CC CHAIR or designee [yearly]; 2 yr terms Citizen Rep. Bob Winchester, Minority Rep. Bennie Cunningham						
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open. [Current: B. Dobbins]						

[X] - denotes term; [2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.

[SHADING] = reappointment requested - questionnaire on file

Denotes individual who DOES NOT WISH TO BE REAPPOINTED

Bold Italic TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.



NOTES
LAW ENFORCEMENT, PUBLIC SAFETY, HEALTH &
WELFARE COMMITTEE MEETING
April 12, 2016

Presentation to Committee

Mr. Stanley King addressed the Committee requesting consideration of a pay increase for Sheriff Mike Crenshaw.

Discussion followed:

- comparison with other South Carolina Counties
- public safety proportional budget in Oconee County
- roles and responsibilities in other counties

Infectious Disease Prevention

Mr. Moulder addressed Oconee County's plan to address concerns specifically related to the Zika virus.

Mr. Moulder noted that a major media campaign is being planned to provide education and information to the public.

Additionally, he is reviewing at a potential "tire day" where no fees would be charged to citizens turning in old tires.

Discussion followed regarding:

- spraying and potential costs associated
- emergency services personnel assistance in education
- DHEC tire programs and/or grants

Boating Safety

Mr. McCall noted that the DNR representative, Mr. Ray Lewis, was still not present at the meeting due to traffic. Discussion centered upon the potential use of temporary boating safety signs at boat ramps and new officers in the FY 2016-2017 budget dedicated to water/boating safety as lake officers.

Next Meeting:

Mr. McCall scheduled a meeting on June 28, 2016 immediately following the Planning & Economic Development Committee to address boating safety and other issues.



**Oconee County
Council**



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

Phone: 864-364-3136
Fax: 864-718-10246

E-mail:
bhulsear@occonesc.com

Edda Cammick
District I

Wayne McCall
District II

Paul Cain
Chairman
District III

Joel Thrift
District IV

Reginald T. Dexter
District V



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The Oconee County Council will hold a Public Hearing for Ordinance 2016-10 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND THE NASON COMPANY; 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" on Tuesday, April 19, 2015 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.

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THE COONEE COUNTY Council will hold a Public Hearing for Ordinance 2016-10 (AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN COONEE COUNTY SOUTH CAROLINA AND THE NASON COMPANY, 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) on Tuesday, April 19, 2016 at 6:00 p.m. in Council Chambers, Coonee County Administrative Office, 415 S. Pine Street, Watahala, SC.

THE SCHOOL DISTRICT of Coonee County, Seneca, South Carolina will receive sealed request for qualifications from qualified companies for a Fee Payment Management system until 2:00 P.M. Thursday, April 14, 2016. Request for qualifications document and specifications may be obtained to the purchasing Services Department located at 125 South Cove Rd Seneca, SC 29672 or email waynesp@coonee.k12.sc.us. SCDC reserves the right to reject any/all bids and to waive any formalities and technicalities so as to purchase in the best interest of the school district.

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STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL,

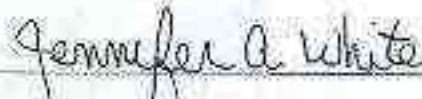
IN RE: ORDINANCE 2016-10

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 04/07/2016 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions,



Hal Welch
General Manager

Subscribed and sworn to before me this
04/07/2016



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

Beth Hulse

From: Beth Hulse
Sent: Wednesday, April 06, 2016 11:47 AM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: PH 2016-10, 4-19-16
Attachments: 040616 - PH 2016-10 - 4-19-16.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, April 06, 2016 11:48 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 Hearing: 4-19-16

The Oconee County Council will hold a Public Hearing for Ordinance 2016-10 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND THE NASON COMPANY; 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" on Tuesday, April 19, 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

864-718-1023

864-718-1024 [fax]

bhulse@oconeesc.com

www.oconeesc.com/council

NOTICE OF PUBLIC HEARING

There will be a public hearing for Ordinance 2016-10 with respect to the approval by Oconee County, South Carolina of a fee-in-lieu-of-tax agreement ("FILOT"). The FILOT will be entered into by Oconee County with The Nason Company. The Nason Company's facility is located at 1307 S. Highway 11 Walhalla, South Carolina. Said public hearings will occur at a meeting of the Oconee County Council in the Administration Building, 415 South Pine Street, Walhalla, South Carolina on Tuesday, April 19, 2016 at 6:00 p.m.

OCONEE COUNTY, SOUTH CAROLINA

Paul Cain
Chairman of County Council

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The Deane County Council will hold a PUBLIC HEARING by Ordinance 2016-14 "AN ORDINANCE TO AMEND DEANE COUNTY TRUCK RANGE 2015-21, THE BUDGET DEDICATED FOR DEANE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1ST, 2015 AND ENDING JUNE 30TH, 2016, IN CERTAIN LIMITED REGIONS AND PARTICULARS, AND OTHER MATTERS RELATED HERETO" on Tuesday, April 19, 2016 at 6:15 p.m. in Council Chambers, Deane County Administration Offices, 415 S. Pine Street, Wayzata, MN.

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PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL


IN RE: PUBLIC HEARING- ORDINANCE 2016-14

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 03/31/2016 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
03/31/2016



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

**Oconee County
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The Oconee County Council will hold a Public Hearing for Ordinance 2016-14 "AN ORDINANCE TO AMEND OCONEE COUNTY ORDINANCE 2015-01, THE BUDGET ORDINANCE FOR OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1ST, 2015 AND ENDING JUNE 30TH, 2016, IN CERTAIN LIMITED REGARDS AND PARTICULARS; AND OTHER MATTERS RELATED THERETO" on Tuesday, April 19, 2015 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.

Edda Cammick
District I

Wayne McCall
District II

Paul Cain
Chairman
District III

Joel Thrift
District IV

Reginald T. Dexter
District V



Beth Hulse

From: Beth Hulse
Sent: Tuesday, March 29, 2016 4:54 PM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: PH 2016-14 - 4-19-16
Attachments: 032916 - PH 2016-14 - 4-19-16.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
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Beth Hulse

From: Beth Hulse
Sent: Tuesday, March 29, 2016 4:55 PM
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 Hearing: Ordinance 2016-14; April 19, 2016

The Oconee County Council will hold a Public Hearing for Ordinance 2016-14 "AN ORDINANCE TO AMEND OCONEE COUNTY ORDINANCE 2015-01, THE BUDGET ORDINANCE FOR OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1ST, 2015 AND ENDING JUNE 30TH, 2016, IN CERTAIN LIMITED REGARDS AND PARTICULARS; AND OTHER MATTERS RELATED THERETO" on Tuesday, April 19, 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

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