



AMENDED AGENDA

OCONEE COUNTY COUNCIL MEETING

November 20, 2018

6:00 PM

Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Call to Order

Public Comment Session *[Limited to a total of forty (40) minutes, four (4) minutes per person.]*

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- November 13, 2018 Regular Minutes

Administrator Report & Agenda Summary

Public Hearings for the Following Ordinances

Third Reading of the Following Ordinances

Second Reading of the Following Ordinances

Ordinance 2018-32 “AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE, AT THE TIME OF ITS INITIAL DEVELOPMENT, GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND TO INCLUDE CERTAIN PROPERTY NOW OR TO BE OWNED BY A COMPANY KNOWN TO THE COUNTY AT THIS TIME AS “PROJECT PRINT” OR ITS ASSIGNEE, AND ESTABLISHED PURSUANT TO SECTION 4-1-170 *ET SEQ.* OF THE SOUTH CAROLINA CODE OF LAWS 1976, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE ALLOCATION, AND THE DISTRIBUTION OF FEES IN LIEU OF *AD VALOREM* TAX; AND MATTERS RELATED THERETO.”

Ordinance 2018-34 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.”

Council's meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council's Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council's agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council's agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council's Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council's rules.

Ordinance 2018-35 “AN ORDINANCE TO AMEND DIVISION 2, ARTICLE IV, CHAPTER 2 OF THE OCONEE COUNTY CODE OF ORDINANCES BY MAKING CLEAR THAT TERM LIMITS DO NOT APPLY TO MEMBERS OF THE COUNTY AERONAUTICS COMMISSION; AND OTHER MATTERS RELATED THERETO.”

First Reading of the Following Ordinances

First & Final Reading for the Following Resolutions

Resolution 2018-16 “A RESOLUTION AUTHORIZING THE AMENDMENT OF AN AGREEMENT TO DEVELOP A JOINT-COUNTY INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PICKENS COUNTY, SOUTH CAROLINA, TO PROVIDE FOR THE EXPANSION OF THE BOUNDARIES OF THE MULTI-COUNTY INDUSTRIAL/BUSINESS PARK CREATED THEREBY TO INCLUDE CERTAIN ADDITIONAL PROPERTY LOCATED IN PICKENS COUNTY; AND OTHER MATTERS RELATED THERETO.”

Resolution 2018-17 “A RESOLUTION APPROVING THE EXTENSION BY OCONEE COUNTY, SOUTH CAROLINA OF THE INVESTMENT PERIOD FOR THE FEE AGREEMENT BY AND BETWEEN SANDVIK, INC. AND OCONEE COUNTY, SOUTH CAROLINA, DATED AS OF NOVEMBER 1, 2013 (SANDVIK, INC. PROJECT), PURSUANT TO THE PROVISIONS OF SECTION 12-44-30(13), CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.”

Discussion Regarding Action Items

\$50,000 SCPRT “Undiscovered SC” grant application submission by Foothills Farmstead

- SCPRT “Undiscovered SC” is accepting grant applications until December 7, 2018.
- The project property must be owned by a county or city.
- A “Letter of Intent” has been submitted and approved by SCPRT for a request from the Foothills Farmstead in the amount of \$50,000.
- It is a 1:1 matching grant.
- The Foothills Farmstead is requesting to fund the rebuild of the Main Farmhouse by local vendors. If approved, the grant money would be financially managed/lead applicant by Oconee County with the Foothills Farmstead, as the Project Management, being the recipient of SCPRT funds.
- The SCPRT grant is a reimbursing grant, if awarded, the county would be reimbursed for spent funds as often as monthly up to \$50,000 total with required reimbursable documentation to SCPRT.

It is staff’s recommendation that Council approve the SCPRT grant submission for \$50,000 and the lead applicant on behalf of the Foothills Farmstead.

A REQUEST, PURSUANT TO SECTION 2-35 OF THE OCONEE COUNTY CODE OF ORDINANCES, FOR THE OCONEE COUNTY COUNCIL TO MODIFY AND REORGANIZE THE “COMMUNITY DEVELOPMENT” DEPARTMENT, SO AS TO ESTABLISH THE BUILDING CODES DIVISION AND THE PLANNING AND

Council’s meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council’s Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council’s agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council’s agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council’s Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council’s rules.

ZONING DIVISION AS SEPARATE DEPARTMENTS FOR ADMINISTRATIVE PURPOSES.

Unfinished Business *[to include Vote and/or Action on matters brought up for discussion, if required]* *[None scheduled.]*

New Business *[may include items which may be scheduled for final action at a future meeting, if required]* *[None scheduled.]*

Executive Session

[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]

For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

[1] Discussion regarding an Economic Development matter, Project Aztec.

[2] To receive legal advice and discuss a contractual matter regarding the Sewer South Transfer and Operation Agreement with the Oconee Joint Regional Sewer Authority.

[3] Discussion regarding an Economic Development matter, Project Cell.

Adjourn

Assisted Listening Devices [ALD] are available to accommodate the special needs of citizens attending meetings held in Council Chambers.
ALD requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

Oconee County Council, Committee, Board & Commission meeting schedules, agendas are posted at the Oconee County Administration Building & are available on the County Council Website.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-32**

AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE, AT THE TIME OF ITS INITIAL DEVELOPMENT, GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND TO INCLUDE CERTAIN PROPERTY NOW OR TO BE OWNED BY A COMPANY KNOWN TO THE COUNTY AT THIS TIME AS "PROJECT PRINT" OR ITS ASSIGNEE, AND ESTABLISHED PURSUANT TO SECTION 4-1-170 *ET SEQ.* OF THE SOUTH CAROLINA CODE OF LAWS 1976, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE ALLOCATION, AND THE DISTRIBUTION OF FEES IN LIEU OF *AD VALOREM* TAX; AND MATTERS RELATED THERETO.

WHEREAS, Pickens County ("Pickens County") and Oconee County ("Oconee County") each a "County" and together the "Counties," are authorized under Article VIII, Section 13 of the South Carolina Constitution and Chapter 1 of Title 4, Code of Laws of South Carolina 1976, as amended (collectively, the "Act") to jointly develop an industrial or business park within the geographical boundaries of one or more of the member counties; and

WHEREAS, a company known to the Counties at this time as Project Print (the "Company") has informed Pickens County that it intends to establish an economic development project (the "Project") within Pickens County and the City of Easley, South Carolina (the "City"), and has requested that Pickens County provide certain incentives to the Company by Pickens County that require the placement of the Project in a joint county industrial and/or business park (the "Park") pursuant to Section 4-1-170 of the Act by and through a joint industrial and business park agreement with respect to the Park with Oconee County (the "Park Agreement"); and

WHEREAS, Pickens County has asked that Oconee County, by and through the Oconee County Council, enter into the Park Agreement and to cause the Project property described on Exhibit A attached hereto to be included in the Park; and

WHEREAS, in accordance with Section 4-1-170 of the Act, the City shall, prior to the execution and delivery of the Park Agreement, provide its consent to the creation of the Park within its municipal limits.

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL:

SECTION I. Pursuant to the Act, Oconee County is hereby authorized to execute and deliver the Park Agreement. The form, terms and provisions of the Park Agreement presented at

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 Park Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council be and they are authorized, empowered and directed to execute, acknowledge and deliver the Park Agreement to Pickens County in the name and on behalf of Oconee County. The Park Agreement is to be in substantially the form now before the meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of Oconee County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Park Agreement now before the meeting; and as shall not be materially adverse to Oconee County.

SECTION II. The premises of the Park is to be located initially within the boundaries of Pickens County; however, premises may be added within Oconee County in accordance with the Park Agreement and the provisions of the Act.

SECTION III. To the extent permitted under South Carolina law, 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.

SECTION IV. Any business enterprise locating in the Park shall pay a fee-in-lieu of *ad valorem* taxes as provided for in the Park Agreement, Article VIII Section 13 of the South Carolina Constitution and the Act. 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 Oconee County Tax Collector, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes for Park properties located within Oconee County.

SECTION V. The user fee paid in lieu of *ad valorem* taxes shall be paid to the county treasurer for the County in which the Park property is located. That portion of the fees from the Park properties located in Oconee County allocated pursuant to the Park 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 to the Pickens County Taxing Entities in accordance with the Park Agreement.

SECTION VI. The administration, development, promotion, and operation of the various portions of the Park shall be the responsibility of the respective County in which each such portion of the Park is located. Provided, that to the extent any Park property is owned by a private developer, the developer may be responsible for development expenses set forth in the Park Agreement.

SECTION VII. In order to avoid any conflict of laws for ordinances between the Counties, the regulations or laws applicable to the various portions of the Park shall be those of the County in which such portion of the Park is located. Nothing herein shall be taken to supersede any state or federal law for regulation.

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

SECTION IX. Should any section of this Ordinance be, for any reason, held void or invalid by any court or regulatory body of competent jurisdiction, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION X. The Park Agreement may not be terminated except by concurrent ordinances of Pickens County Council and Oconee County Council.

SECTION XI. This Ordinance shall be effective after third and final reading.

[Remainder of Page Left Blank]

Ordained this 4th day of December, 2018.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Edda Cammick, Chairwoman to the County
Council of Oconee County

(SEAL)

ATTEST:

By: _____
Katie Smith, Clerk to the County Council of
Oconee County

First Reading: October 16, 2018
Second Reading: November 20, 2018
Third Reading: December 4, 2018
Public Hearing: _____, 2018

EXHIBIT A

Description of Park Property

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

THIS AGREEMENT (this "*Park Agreement*") is made and entered into as of this _____ day of _____, 2018, by and between Pickens County, South Carolina ("*Pickens County*") and Oconee County, South Carolina ("*Oconee County*") for the purpose of establishing and developing a joint-county industrial and business park.

WITNESSETH:

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

WHEREAS, the Counties are contiguous counties which, pursuant to Ordinance No. _____, enacted by Pickens County Council on _____, 2018, and Ordinance No. _____ enacted by Oconee County Council on _____, 2018, have each determined that, consistent with the foregoing purposes, there should be developed in Pickens County and Oconee County a Joint-County Industrial and Business Park (the "*Park*"), to be located within the City of Easley, South Carolina (the "*City*") upon property more particularly described in Exhibit A hereto; and

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

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

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

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

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

2. Location of the Park.

(a) As of the original execution and delivery of this Agreement, the Park initially consists of property located in Pickens County, as more particularly described on Exhibit A (Pickens) attached hereto (the "*Property*"), which is now or will be owned and/or operated by a company known to the Counties at this time as Project Print (the "*Project*"). It is specifically recognized and agreed that the Park may from time to time consist of non-contiguous properties within each County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by resolutions of the county councils of the Counties provided that in so enlarging or diminishing such boundaries, the Park shall consist of the Property as so enlarged or diminished.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Allocation of Revenue Within Each County.

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

(b) Any and all revenues generated by the Park with respect to payments in-lieu-of *ad valorem* property taxes shall be distributed to the Counties according to the proportions established by Paragraph 5, respectively. The manner in which all such revenue allocable to a County shall be distributed within that County to the entities which levy taxes or have taxes levied on their behalf with respect to the area in which such portion of the Park in such County is located (herein respectively referred to as the "*Pickens County Taxing Entities*" and the "*Oconee County Taxing Entities*") shall be in accordance with the one or more ordinances enacted or to be enacted by the County Council of each of the Counties (including the respective ordinances of the Counties which authorized the execution and delivery of this

Agreement). Either County may, in its discretion, change the distribution of such revenue among the taxing entities within such County without seeking the consent of the other County.

8. **Fees in Lieu of Ad Valorem Taxes and Special Source Revenue Credits.** It is hereby agreed that the entry by Pickens County or Oconee County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code of Laws, or any successor or comparable statutes ("***Negotiated FILOT Agreements***"), or special source revenue credit agreements pursuant to Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of the Code of Laws and Article VIII, Section 13 of the South Carolina Constitution, or any successor or comparable statutes or constitutional provisions ("***SSRC Agreements***"), with respect to Park properties located in the portion of the Park within either of the Counties, and the terms of such Negotiated FILOT Agreements and SSRC Agreements, shall be at the sole discretion of the County in which the Park property is located.

9. **Consent of the City of Easley.** In accordance with Section 4-1-170 of the Code of Laws, the City has given its consent to the creation of the Park within its municipal limits

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

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

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

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

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

15. **Counterpart Execution.** This Agreement may be executed in multiple counterparts.

16. **Term; Termination.** This Agreement shall extend for a term through December 31, 2029, or such later date as shall be specified in any amendment hereto. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent Pickens County or Oconee County has outstanding, contractual commitments, covenants or agreements to any owner or lessee of Park property, including, but not limited to, the Project, as any agreement containing such commitments or covenants may be amended, modified or supplemented from time to time, or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the county in which such property is located shall first obtain (i) the consent in writing of such owner or lessee and (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective as of the termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Roy Costner, Chairman, County Council of
Pickens County

(SEAL)

ATTEST:

By: _____
Meagan Bradford, Clerk to County Council
of Pickens County

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Edda Cammick, Chairwoman, County
Council of Oconee County

(SEAL)

ATTEST:

By: _____
Katie Smith, Clerk to County Council
Of Oconee County

EXHIBIT A (PICKENS)

Pickens County Park Properties

Real property described as having tax parcel number

EXHIBIT B (OCONEE)

Oconee County Park Properties

None

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2018-34

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts; and,

WHEREAS, Mr. Kent Crooks entered into a residential lease agreement with Oconee County, South Carolina, for certain improved real property located at 207 Crooks Road, Seneca, South Carolina, TMS #268-00-03-039 (the "Premises"), beginning January 1, 2018 and ending on December 31, 2018; and,

WHEREAS, it is the desire of the County to enter into a new and separate lease with Mr. Crooks, such lease being captioned Lease Agreement (the "Lease"), attached hereto as Exhibit "A," for a term of one (1) year beginning January 1, 2019 and ending on December 31, 2019; and,

WHEREAS, the Oconee County Council (the "Council") has reviewed the form of the Lease, attached hereto as Exhibit "A," and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and the Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto.

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

Section 1. Lease Approved. The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit "A."

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which

may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

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

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ of _____, 2018.

ATTEST:

Katie Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: November 13, 2018
Second Reading: November 20, 2018
Third Reading: _____
Public Hearing: _____

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made this ____ day of _____, 2018, ("Effective Date") by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina ("Lessor") and Kent Crooks ("Lessee").

WHEREAS, Lessor owns and holds fee simple title to that certain piece, parcel, or lot of land and all improvements thereon, located in the State of South Carolina, County of Oconee, containing 20.83 acres, more or less, and being generally located at 207 Crooks Road, Seneca, South Carolina, and having Oconee County TMS# 268-00-03-039 (the "Premises");

WHEREAS, Lessor wishes to lease unto Lessee, and Lessee wishes to lease from Lessor the Premises; and

WHEREAS, Lessor and Lessee have each represented and warranted, and hereby do represent and warrant, that they have the power and authority to execute and enter into this Lease, and upon such execution and delivery that this Lease shall be enforceable against each in accordance with its terms, all requisite approvals and authorization necessary or requisite for the execution and delivery of this Lease having been obtained prior to the Effective Date.

NOW, THEREFORE, in consideration of the above recitals (which are incorporated herein as covenants, representations, or warranties, as applicable, made in this Lease), the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. LEASE OF PREMISES. Lessor does hereby devise and lease to Lessee, and Lessee does hereby lease from Lessor, the Premises for a period of one (1) year commencing January 1, 2019 and ending December 31, 2019 (the "Lease Term"), unless sooner terminated as provided herein. Lessee shall use the Premises only for residential purposes. Subject to the conditions of this Lease, Lessor agrees that Lessee may peaceably have, hold, and enjoy the Premises without hindrance by Lessor.

2. AMOUNT AND PAYMENT FOR LEASEHOLD INTEREST. Lessee covenants to pay to "Oconee County" at 415 S. Pine Street, Walhalla, SC 29691, or such other place as Lessor shall designate in writing, as rent for said Premises, the amount of Six Thousand and 00/100 (\$6,000.00) Dollars for the one (1) year Lease Term. Such rent

payment shall be delivered to Lessee in twelve (12) equal monthly installments of Five Hundred and 00/100 (\$500.00) Dollars, and such rent payments are to be received on or before the first (1st) day of each month, with the first payment being due at the signing hereof. A security deposit is not required.

3. **BREACH OR DEFAULT.** If any term or provision of this Lease is violated by Lessee and such violation is not cured within thirty (30) days following the giving of written notice thereof by Lessor to Lessee, this Lease shall, at the option of Lessor, terminate and Lessor may thereupon lawfully enter into or upon the Premises, repossess the same, and expel Lessee therefrom without prejudice to any other claim or remedy Lessor may have for the collection of rent and/or for damages for breach of this Lease.

4. **LESSEE'S MAINTENANCE AND REPAIR OF THE PREMISES.** Except as hereinafter provided, Lessee shall maintain and keep the exterior and interior of the Premises in good repair, free of refuse and rubbish, and shall return the same at the expiration or termination of this lease in as good condition as received by Lessee, ordinary wear and tear excepted; provided, however, that if alterations, additions, and/or installations shall have been made by Lessee as provided for in this lease, Lessee shall be required to restore the Premises to the condition in which it was prior to such alterations, additions, and/or installations. Lessee shall be responsible for care, repair, and maintenance of all interior items, including mechanical, plumbing, electrical, carpeting, walls, and HVAC. Lessee shall maintain the areas around the front and rear doors, sidewalks, and delivery areas in a clean, neat, and orderly condition. Lessee will not commit any waste of or on the Premises and will pay for all damages to buildings or equipment caused by Lessee. Lessee shall not use or permit the use of the Premises in violation of any present or future local, state, or federal regulation or law. Lessee shall be responsible for all maintenance costs associated with the Premises.

5. **LESSEE'S ALTERATIONS, ADDITIONS, INSTALLATIONS, AND REMOVAL THEREOF.** Lessee may not, either at the commencement of or during the Lease Term, make any alterations in and/or additions to the Premises including, without limitation of the generality of the foregoing, alterations to the mechanical, electric, and plumbing systems without the written consent of Lessor.

6. **UTILITIES, TAXES, AND INSURANCE.** Lessee shall pay all charges for water, gas, sewer, electricity, and any other utility or operational cost associated with the Premises. Lessee shall be responsible for the payment of any taxes imposed on personal property situated at the Premises. Lessee shall maintain a general policy of liability insurance issued by a carrier, and in an amount, satisfactory to Lessor, by the terms of which Lessor and Lessee are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Premises. Lessor will not be responsible for any loss to personal property of Lessee, or Lessee's guests, invitees, licensees, or others entering the Premises. It is, therefore, Lessee's responsibility to obtain insurance to cover such property and/or loss.

7. **RELEASE, HOLD HARMLESS, ASSUMPTION OF RISK, AND INDEMNITY.** Lessee, its employees, agents, and representatives, knowingly and freely assume all risks associated with its possession, use, and occupation of the Premises, both known and unknown; Lessee assumes full responsibility for its activities in relation hereto, and shall indemnify and hold harmless Lessor, its Council members, employees, officers, and representatives, from any and all claims for any damage, injury, accident, illness, loss, or other such claim incurred at or about the Premises, as brought forth or alleged by any person, including Lessee, its employees, agents, and representatives as relates to the activities of Lessee.

8. **OBSERVANCE OF LAWS.** Lessee shall duly obey and comply with all public laws, ordinances, rules, or regulations related to the use of the Premises.

9. **DAMAGE BY FIRE, ETC.** In the event the Premises are damaged by fire, flood, storm, civil commotion, or other unavoidable cause, to an extent not repairable within one hundred twenty (120) days of the date of such damage, this Lease shall terminate as of the date of such damage.

10. **ASSIGNMENT.** Lessee may not assign this lease or sub-let the Premises or any part thereof for any use, without the written consent of Lessor.

11. **LESSOR'S RIGHT TO ENTER PREMISES.** Lessee shall permit Lessor and Lessor's agents to enter at all reasonable times to view the state and condition of the Premises or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof, or for any other reasonable purpose. Apart from entrance made necessary by emergency or exigent circumstance, Lessor shall give Lessee twenty-four (24) hours' advance notice of its desire to exercise its right to enter the Premises.

12. **ENTIRE AGREEMENT.** This Lease constitutes all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth.

13. **SECTION HEADING.** The section headings, as to the contents of particular sections herein, are inserted only for convenience and are in no way to be construed as part of such section or as a limitation on the scope of the particular section to which they refer.

14. **GOVERNING LAW.** This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.

15. **NOTICES.** It is agreed that all notices regarding this Lease shall be sent via US Postal Mail to:

Lessor: Oconee County

Attn: County Administrator
415 S. Pine St.
Walhalla, South Carolina 29691
Contact Number: 864-638-4244

Lessee: James Kent Crooks
93 Goose Knob
Riverton, Wyoming 82501
Contact Telephone Number: 307-709-0106

or to such other addresses as may be from time to time authorized by Lessor or Lessee respectively.

16. COUNTERPART. This Lease may be executed in one or more counterparts, each of which shall constitute an original, and all of which shall constitute one and the same document.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED that the covenants and agreements herein contained shall insure to the benefit of and be equally binding upon the respective executors, administrators, heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date set forth above.

WITNESS:

LESSOR:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Its: County Administrator

LESSEE:

By: _____
James Kent Crooks

Oconee County, South Carolina



Ordinance 2018-35

contains an Attachment B that highlights the changes being proposed. The only change to the ordinance is the addition of the following language:

“Members may serve consecutive terms if appointed. There are no term limits.”

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2018-35

AN ORDINANCE TO AMEND DIVISION 2, ARTICLE IV, CHAPTER 2 OF THE OCONEE COUNTY CODE OF ORDINANCES BY MAKING CLEAR THAT TERM LIMITS DO NOT APPLY TO MEMBERS OF THE COUNTY AERONAUTICS COMMISSION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to establish such boards, commissions, and committees in the County as may be necessary and proper to provide services of local concern for public purposes, to prescribe the functions thereof and to regulate, modify, merge, or abolish any such agencies, departments, boards, commissions, and positions; and,

WHEREAS, the County has established the Oconee County Aeronautics Commission (the "Commission"); and,

WHEREAS, the Commission is charged with the task of aiding and advising the County on matters related to aeronautics and the County's airport and airport facilities; and,

WHEREAS, in order make more clear the ordinance establishing and governing the Commissions and to ensure the membership of the Commission is fully populated with qualified individuals, the Commission desires to amend Division 2, Article IV, Chapter 2 to specifically state that term limits do not apply to its members.

NOW THEREFORE, be it ordained by the Oconee County Council, in meeting duly assembled with a quorum present, as follows:

1. Division 2, Article IV, Chapter 2 of the Oconee County Code of Ordinances, entitled the *Aeronautics Commission*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and incorporated herein by reference. Attached hereto as Attachment B is a version of Division 2, Article IV, of Chapter 2 showing the changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

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

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

4. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force and effect.

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

ORDAINED in meeting, duly assembled, this ____ day of _____, 2018.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: November 13, 2018
Second Reading: November 20, 2018
Third Reading: _____
Public Hearing: _____

ATTACHMENT A

DIVISION 2. - AERONAUTICS COMMISSION

Sec. 2-261. - Purpose of division.

The purpose of this division is to create the county aeronautics commission, with the duties and authority as provided in this division.

Sec. 2-262. - Membership.

- (a) The membership of the county aeronautics commission shall be seven in number, selected and appointed by a majority vote of the membership of the county council voting in council, duly assembled, with one member being selected from each of the five council districts in existence and as delineated on February 1, 2012, upon the nomination (motion) of the council member from that respective council district, and two members selected at large, from the county as a whole, by majority vote of county council. If after an appointment of a member to represent a particular council district of the county to this commission, such district is altered, then such member shall continue to serve thereon for the remainder of the term to which he is appointed, irrespective of his place of residence. If the county is further divided into additional districts, additional appointments of members to the commission to represent the newly created district may be made by the county council, in the same manner described herein, by district, without further legislative action required by county council.
- (b) Should any member of this commission move and establish residence outside the county or the district where such member was residing at the time of the appointment to this commission, such moving shall constitute a resignation by the member and a replacement member shall be appointed to fill the unexpired term of such resigned member.

Sec. 2-263. - Terms of members.

- (a) Each member shall serve for a term of four years, except that the initial term of the second at large member selected by county council shall be for a period of two years, and thereafter all members shall serve for a four-year term or until their successors in office are duly appointed. Members may serve consecutive terms if appointed. There are no term limits.
- (b) If any member of the commission shall fail to attend 50 percent of the regularly scheduled meetings within a period of 12 calendar months, he shall be deemed to have resigned his position and may be replaced without notice by action of the county council. If such absences are excused by the chair of the commission and/or the chief administrative officer of the county, then this subsection may be waived.

Sec. 2-264. - Organization; meetings; officers.

- (a) The county aeronautics commission shall meet at least once each month, at a time and place selected by the membership thereof, excepting that upon vote of a majority of its members, meetings for July and August may be suspended or waived.
- (b) At the January meeting of each even-numbered year, there shall be elected a chair, a vice-chair and a secretary, together with such other officers as the commission may deem necessary, and these officers shall serve for a period of two years or until their successors are duly elected and qualified. Vacancies in any such office by reason of death, resignation or replacement shall be filled for the unexpired term of the officer whose position becomes vacant.
- (c) In addition, the commission may duly adopt such bylaws as may be necessary for the orderly performance of its duties and functions. Any bylaws which may be adopted by the commission for

the orderly performance of its duties shall comply with the provisions of general law of the state, including, but not limited to, the Freedom of Information Act, and of this division, and of all other ordinances of the county.

Sec. 2-265. - Powers and duties.

The duties of the county aeronautics commission shall be, *inter alia*, as follows:

- (1) To advise the county council on any matter affecting aeronautics, the operation of the county's airport and airport facilities; to keep abreast of and advise the county council on all state or federal regulations or requirements with regard to the operation of the county's airport and airport facilities; and to ensure compliance by the county with any and all such regulations; and to investigate and determine the requirements for the maintenance of and efficient and profitable operation of the airport and its facilities and make recommendations to the county council concerning the same. Such advice shall be made in the form of a written report to the council, monthly, summarizing the activities, findings and functions of the commission, together with the agenda for the next meeting, all of which shall be in the hands of the chief administrative officer or designee within a reasonable time. In no event, however, shall this commission enter into any contracts, contractual obligations, employment of personnel, purchase of equipment or expenditure of funds not itemized and authorized in the budget under which it shall operate, without the prior written consent, affirmation and authorization of the county council. In any event, the power and authority to enter into any contract binding the county is vested with and shall remain in the chief administrative officer and the county council and is not delegated to the commission in this section.
- (2) To participate in the formulation of the budget and budgetary appropriations affecting the area of concern of this commission.
- (3) To prepare plans and recommendations to the county council in the area of its activity, with recommendations for the implementation of such plans.
- (4) To advise and recommend the employment of county employees to the county council, whose employment is within the area and scope of its activities.
- (5) To generally advise the county council on any matter within the scope of its activities, which would tend to improve the efficiency and beneficial operation of the county government in the field of activity with which the commission is concerned.

Any advice or recommendations to the county council may be prepared and presented orally by the chair of the commission at a regularly scheduled meeting of the council after due notice for agenda purposes, or in writing forwarded to the chief administrative officer for dissemination to council members.

Sec. 2-266. - Salaries and funding.

Each member of the county aeronautics commission shall be paid the sum of \$100.00 per year, plus expenses for out of county travel, as sole compensation. All ex officio members (with the exception of those members who are appointed or elected to local government agencies and who are by virtue of their position reimbursed by the municipality for their expenses incurred attending board meetings) shall receive the same salary (\$100.00 per year) as voting members. Any expense item or claim for the same shall be first approved by the chair of the commission, unless the same is made by the chair and submitted for approval and payment to the county council. In no event shall any member of the commission be entitled to any other compensation, direct or indirect, for services on the commission, and such member shall not provide any services, materials, products, goods or equipment to the county, unless the same is sold or offered for sale in accordance with existing county and state purchasing procedures.

Secs. 2-267—2-290. - Reserved.

ATTACHMENT B

DIVISION 2. - AERONAUTICS COMMISSION

Sec. 2-261. - Purpose of division.

The purpose of this division is to create the county aeronautics commission, with the duties and authority as provided in this division.

Sec. 2-262. - Membership.

- (a) The membership of the county aeronautics commission shall be seven in number, selected and appointed by a majority vote of the membership of the county council voting in council, duly assembled, with one member being selected from each of the five council districts in existence and as delineated on February 1, 2012, upon the nomination (motion) of the council member from that respective council district, and two members selected at large, from the county as a whole, by majority vote of county council. If after an appointment of a member to represent a particular council district of the county to this commission, such district is altered, then such member shall continue to serve thereon for the remainder of the term to which he is appointed, irrespective of his place of residence. If the county is further divided into additional districts, additional appointments of members to the commission to represent the newly created district may be made by the county council, in the same manner described herein, by district, without further legislative action required by county council.
- (b) Should any member of this commission move and establish residence outside the county or the district where such member was residing at the time of the appointment to this commission, such moving shall constitute a resignation by the member and a replacement member shall be appointed to fill the unexpired term of such resigned member.

Sec. 2-263. - Terms of members.

- (a) Each member shall serve for a term of four years, except that the initial term of the second at large member selected by county council shall be for a period of two years, and thereafter all members shall serve for a four-year term or until their successors in office are duly appointed. Members may serve consecutive terms if appointed. There are no term limits.
- (b) If any member of the commission shall fail to attend 50 percent of the regularly scheduled meetings within a period of 12 calendar months, he shall be deemed to have resigned his position and may be replaced without notice by action of the county council. If such absences are excused by the chair of the commission and/or the chief administrative officer of the county, then this subsection may be waived.

Sec. 2-264. - Organization; meetings; officers.

- (a) The county aeronautics commission shall meet at least once each month, at a time and place selected by the membership thereof, excepting that upon vote of a majority of its members, meetings for July and August may be suspended or waived.
- (b) At the January meeting of each even-numbered year, there shall be elected a chair, a vice-chair and a secretary, together with such other officers as the commission may deem necessary, and these officers shall serve for a period of two years or until their successors are duly elected and qualified. Vacancies in any such office by reason of death, resignation or replacement shall be filled for the unexpired term of the officer whose position becomes vacant.
- (c) In addition, the commission may duly adopt such bylaws as may be necessary for the orderly performance of its duties and functions. Any bylaws which may be adopted by the commission for

the orderly performance of its duties shall comply with the provisions of general law of the state, including, but not limited to, the Freedom of Information Act, and of this division, and of all other ordinances of the county.

Sec. 2-265. - Powers and duties.

The duties of the county aeronautics commission shall be, *inter alia*, as follows:

- (1) To advise the county council on any matter affecting aeronautics, the operation of the county's airport and airport facilities; to keep abreast of and advise the county council on all state or federal regulations or requirements with regard to the operation of the county's airport and airport facilities; and to ensure compliance by the county with any and all such regulations; and to investigate and determine the requirements for the maintenance of and efficient and profitable operation of the airport and its facilities and make recommendations to the county council concerning the same. Such advice shall be made in the form of a written report to the council, monthly, summarizing the activities, findings and functions of the commission, together with the agenda for the next meeting, all of which shall be in the hands of the chief administrative officer or designee within a reasonable time. In no event, however, shall this commission enter into any contracts, contractual obligations, employment of personnel, purchase of equipment or expenditure of funds not itemized and authorized in the budget under which it shall operate, without the prior written consent, affirmation and authorization of the county council. In any event, the power and authority to enter into any contract binding the county is vested with and shall remain in the chief administrative officer and the county council and is not delegated to the commission in this section.
- (2) To participate in the formulation of the budget and budgetary appropriations affecting the area of concern of this commission.
- (3) To prepare plans and recommendations to the county council in the area of its activity, with recommendations for the implementation of such plans.
- (4) To advise and recommend the employment of county employees to the county council, whose employment is within the area and scope of its activities.
- (5) To generally advise the county council on any matter within the scope of its activities, which would tend to improve the efficiency and beneficial operation of the county government in the field of activity with which the commission is concerned.

Any advice or recommendations to the county council may be prepared and presented orally by the chair of the commission at a regularly scheduled meeting of the council after due notice for agenda purposes, or in writing forwarded to the chief administrative officer for dissemination to council members.

Sec. 2-266. - Salaries and funding.

Each member of the county aeronautics commission shall be paid the sum of \$100.00 per year, plus expenses for out of county travel, as sole compensation. All ex officio members (with the exception of those members who are appointed or elected to local government agencies and who are by virtue of their position reimbursed by the municipality for their expenses incurred attending board meetings) shall receive the same salary (\$100.00 per year) as voting members. Any expense item or claim for the same shall be first approved by the chair of the commission, unless the same is made by the chair and submitted for approval and payment to the county council. In no event shall any member of the commission be entitled to any other compensation, direct or indirect, for services on the commission, and such member shall not provide any services, materials, products, goods or equipment to the county, unless the same is sold or offered for sale in accordance with existing county and state purchasing procedures.

Secs. 2-267—2-290. - Reserved.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

RESOLUTION 2018-16

A RESOLUTION AUTHORIZING THE AMENDMENT OF AN AGREEMENT TO DEVELOP A JOINT-COUNTY INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PICKENS COUNTY, SOUTH CAROLINA, TO PROVIDE FOR THE EXPANSION OF THE BOUNDARIES OF THE MULTI-COUNTY INDUSTRIAL/BUSINESS PARK CREATED THEREBY TO INCLUDE CERTAIN ADDITIONAL PROPERTY LOCATED IN PICKENS COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (“Oconee County”) and Pickens County, South Carolina (“Pickens County” and together with Oconee County, the “Counties”) are authorized under Article VIII, Section 13 of the Constitution of the State of South Carolina and Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (the “Act”) to jointly develop an industrial or business park within the geographical boundaries of one or more of the Counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties, Pickens County and Oconee County entered into an Agreement for the Development of a Joint-County Industrial and Business Park, dated September 11, 2017 (the “Agreement”), for the purpose of developing a multi-county industrial/business park (the “Park”) in accordance with the provisions of the Act; and

WHEREAS, two companies, known to Oconee County at this times as Project Pine and Project Poblano (together the “Companies”), have requested that Pickens County assist the Companies with respect to their respective economic development projects in Pickens County (together the “Projects”), in order to facilitate certain incentives afforded to the Companies by Pickens County, by amending the Agreement in order to expand the boundaries of the Park to include the Projects; and

WHEREAS, pursuant to Section 2 of the Agreement, the boundaries of the Park may be expanded from time to time as authorized by resolutions of the respective councils of the Counties authorizing the amendment of the Agreement to incorporate the revised legal description of the boundaries of the Park; and

WHEREAS, the Counties now wish to authorize the amendment of the Agreement in order to enlarge the boundaries of the Park.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: November 20, 2018
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Resolution 2018-16: "A RESOLUTION AUTHORIZING THE AMENDMENT OF AN AGREEMENT TO DEVELOP A JOINT-COUNTY INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PICKENS COUNTY, SOUTH CAROLINA, TO PROVIDE FOR THE EXPANSION OF THE BOUNDARIES OF THE MULTI-COUNTY INDUSTRIAL/BUSINESS PARK CREATED THEREBY TO INCLUDE CERTAIN ADDITIONAL PROPERTY LOCATED IN PICKENS COUNTY; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Resolution 2018-16 will expand the boundaries of a multi-county industrial and business park that was created by Pickens and Oconee Counties, in relation to economic development projects located in Pickens County.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

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

Approved by : _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : _____ **Grants**

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council take action on Resolution 2018-16.

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.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Oconee County (the "County Council"), the governing body of the County, in a meeting duly assembled:

SECTION I. Pursuant to the Act, Oconee County is hereby authorized to execute and deliver an amendment to the Agreement (the "Amendment") expanding the boundaries of the Park premises within Pickens County. The form, terms and provisions of the Amendment presented at 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 Amendment were set out in this Resolution in its entirety. The Chairman of County Council and the Clerk to County Council be and they are authorized, empowered and directed to execute, acknowledge and deliver the Amendment in the name and on behalf of Oconee County. The Amendment is to be in substantially the form now before the meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of Oconee County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Amendment now before the meeting; and as shall not be materially adverse to Oconee County.

Section II. Should any section of this resolution be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

Done and Adopted this ____ day of _____, 2018

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

Oconee County, authorizing the execution and delivery of this Amendment, the Agreement is hereby amended so as to replace the original Exhibit A of the Agreement with a revised Exhibit A (attached hereto as Revised Exhibit A) listing the parcels of real property that describe the boundaries of the Park premises in Pickens County as expanded hereby. The boundaries of the Park are hereby enlarged to the full extent of the real properties described in Revised Exhibit A and Revised Exhibit A shall amend, replace and supersede the original Exhibit A to the Agreement. Any and all terms and conditions of the Agreement not expressly amended pursuant to this Amendment shall remain in full force and effect and are hereby ratified in full by the Counties.

3. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Amendment 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 party of a provision of this Amendment or the Agreement.

4. **Termination.** Notwithstanding any provision of this Amendment to the contrary, Pickens County and Oconee County affirm that the Agreement, as amended hereby, shall not expire and may not be terminated to the extent Pickens County or Oconee County has outstanding contractual commitments, covenants, or agreements to any owner or lessee of Park property, including but not limited to, the Projects, as any agreement containing such commitments or covenants may be amended, modified, or supplemented from time to time, or such owner or lessee has outstanding other incentives requiring inclusion of property of such owner or lessee within the boundaries of a multi-county industrial or business park created pursuant to the Act, unless the county in which the Park property is located shall first obtain (i) the consent in writing of such owner or lessee and (ii) include the property of such owner or lessee as part of another multi-county industrial or business park created pursuant to the Act, which including is effective as of the termination of the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Oconee County and Pickens County have caused this Agreement to be duly executed by their duly authorized officials as of the Effective Date.

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Roy B. Costner III, Chairman of County Council
Pickens County, South Carolina

(SEAL)

ATTEST:

By: _____
Meagan Bradford, Clerk to County Council
Pickens County, South Carolina

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Edda Cammick, Chairwoman of County Council
Oconee County, South Carolina

(SEAL)

ATTEST:

By: _____
Katie Smith, Clerk to the County Council
Oconee County, South Carolina

REVISED EXHIBIT A (PICKENS)

Parcels of real property described as having the following tax parcel numbers:

4087-12-97-7380

4191-07-59-4546

4191-07-69-6036

4191-16-83-0894

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: November 20, 2018
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Resolution 2018-17: "A RESOLUTION APPROVING THE EXTENSION BY OCONEE COUNTY, SOUTH CAROLINA OF THE INVESTMENT PERIOD FOR THE FEE AGREEMENT BY AND BETWEEN SANDVIK, INC. AND OCONEE COUNTY, SOUTH CAROLINA, DATED AS OF NOVEMBER 1, 2013 (SANDVIK, INC. PROJECT), PURSUANT TO THE PROVISIONS OF SECTION 12-44-30(13), CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED."

BACKGROUND DESCRIPTION:

Resolution 2018-17 will extend the qualifying FILOT investment period from five years to ten years for the Sandvik, Inc. Project.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

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

Approved by : _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : _____ Grants

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council take action on Resolution 2018-17.

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2018-17**

A RESOLUTION APPROVING THE EXTENSION BY OCONEE COUNTY, SOUTH CAROLINA OF THE INVESTMENT PERIOD FOR THE FEE AGREEMENT BY AND BETWEEN SANDVIK, INC. AND OCONEE COUNTY, SOUTH CAROLINA, DATED AS OF NOVEMBER 1, 2013 (SANDVIK, INC. PROJECT), PURSUANT TO THE PROVISIONS OF SECTION 12-44-30(13), CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

WHEREAS, Pursuant to Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "Act"), Oconee County, South Carolina (the "County") and Sandvik, Inc. (the "Company") entered into a Fee Agreement dated as of November 1, 2013 (the "Agreement") providing for a fee in lieu of tax arrangement with respect to the Project, as defined therein, and a related infrastructure credit pursuant to Section 4-1-175, Code of Laws of South Carolina 1976, as amended; and

WHEREAS, as required pursuant to the terms of the Act and the Agreement, the Company has collectively invested in excess of \$12,000,000 in the Project by December 31, 2018 and desires to invest \$22,000,000 in additional qualifying investment; and

WHEREAS, pursuant to Section 12-44-30(13) of the Act, the existing period for investment in the Project (the "Investment Period") pursuant to the Agreement expires as of December 31, 2018, and may be extended up to an additional five (5) years by agreement of the County and the Company so long as the required statutory minimum investment has been made as of December 31, 2018 and the Company qualifies pursuant to Section 12-44-30(13) of the Act; and

WHEREAS, the Company has requested a five (5) year extension to the Investment Period, to December 31, 2023 in order to continue the investment in the Project under the Agreement, which additional qualifying investment in the Project is expected to equal or exceed \$22,000,000, for the period ending December 31, 2023; and.

WHEREAS, in order to induce the additional investment in the Company's manufacturing facility, the Company and the County have now determined to extend the Investment Period under the Agreement rather than enter into a new fee in lieu of taxes arrangement; and

WHEREAS, the Company hereby acknowledges that the County is granting the above-referenced Investment Period extension to the Company in good faith, at the Company's request, with such benefit being offered and available only to the extent the same may be lawfully available.

NOW, THEREFORE, be it duly resolved by Oconee County Council, in meeting duly assembled, as follows:

(1) The County hereby agrees to, and does, extend the Investment Period for the Project from December 31, 2018 to December 31, 2023, to the maximum extent allowed by law. Wherever the term of the Investment Period shall appear in the Agreement, the end of that term shall be read as being December 31, 2023, instead of December 31, 2018.

(2) In furtherance of the above, the Chair of Oconee County Council is hereby authorized to execute and deliver an Investment Period Extension Agreement with the Company in the form attached hereto, with such minor changes as such officials, upon receipt of advice of counsel, shall deem necessary and as are not inconsistent with the matters contained herein or otherwise adverse to the County.

(3) The provisions of this Resolution shall take effect immediately upon enactment.

Done in meeting duly assembled this 20th day of November 2018.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Edda Cammick, Chair of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

**INVESTMENT PERIOD EXTENSION AGREEMENT
TO THAT CERTAIN FEE AGREEMENT BETWEEN OCONEE COUNTY, SOUTH
CAROLINA AND SANDVIK, INC., DATED AS OF NOVEMBER 1, 2013**

THIS INVESTMENT PERIOD EXTENSION AGREEMENT providing for the extension of the Investment Period (as defined in the Fee Agreement) for the fee in lieu of tax agreement dated as of November 1, 2013 by and between Oconee County, South Carolina (the "County") and Sandvik, Inc. (the "Company") (the "Fee Agreement"), is made and entered into as of this 20th day of November 2018 (this "Investment Period Extension Agreement").

RECITALS

WHEREAS, Pursuant to Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "Act"), the County and the Company entered into a Fee Agreement dated as of November 1, 2013 (the "Fee Agreement") providing for a fee in lieu of tax arrangement with respect to the Project, as defined therein; and

WHEREAS, as required pursuant to the terms of the Act and the Fee Agreement, the Company has collectively invested in excess of \$12,000,000 in the Project by December 31, 2018 and desires to invest \$22,000,000 in additional qualifying investment in the Project; and

WHEREAS, pursuant to Section 12-44-30(13) of the Act, the initial period for investment in the Project pursuant to the Fee Agreement, which expires as of December 31, 2018, may be extended up to an initial five (5) years by agreement of the County and the Company so long as the required statutory minimum investment has been made in the Project, and the request for extension granted, as of or by December 31, 2018; and

WHEREAS, the Company has requested a five (5) year extension to December 31, 2023 in order to continue the investment in the Project, which additional investment is expected to equal \$22,000,000 for the period ending December 31, 2023; and

WHEREAS, in order to induce the additional investment in the Company's manufacturing facility, the Company and the County have now determined to extend the Investment Period under the Fee Agreement rather than enter into a new fee in lieu of taxes arrangement, and the County, acting by and through the Oconee County Council, has, by its Resolution R2018-___, authorized the execution and delivery of this Investment Period Extension Agreement; and

WHEREAS, the Company hereby acknowledges that the County is granting the above-referenced Investment Period extension to the Company in good faith, upon the Company's request, with such inducement offered and available only to the extent the same may be lawfully available;

NOW, THEREFORE, the County and the Company hereby agree as follows:

1. **Extension of Investment Period.** Pursuant to Section 12-44-30(13) of the Act, the Investment Period under the Fee Agreement with respect to the Project is hereby extended to include the period ending December 31, 2023. Wherever the term of the Investment Period shall appear in the Fee Agreement, the end of that term shall be read as being December 31, 2023, instead of December 31, 2018.

2. **Good Faith.** The Company hereby acknowledges that the County has entered into this Investment Period Extension Agreement in good faith, at the Company's request, with the intent of providing the Company with the benefits described herein to the extent the same may be lawfully available. In the event any provision of this Investment Period Extension Agreement is declared invalid or unenforceable on its face, the County shall have no liability to the Company or any Sponsor for any loss of bargain or similar claim by the Company; provided, however, the County agrees in such event to assist the Company in good faith in any proceedings brought, at the Company's expense, to enforce any such provisions, to the extent lawful and commercially reasonable.

3. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Investment Period Extension 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 Investment Period Extension Agreement.

4. **All Other Provisions to Remain in Effect.** All other terms and conditions of the Fee Agreement not addressed or affected, directly or indirectly, hereby shall remain in full force in effect.

Executed and entered into this 20th day of November 2018, by

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Edda Cammick, Chair of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

And this ____ day of November 2018 by:

SANDVIK, INC.

By: _____
Its:

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: November 20, 2018
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

\$50,000 SCPRT "Undiscovered SC" grant application submission by Foothills Farmstead

BACKGROUND DESCRIPTION:

- SCPRT "Undiscovered SC" is accepting grant applications until December 7, 2018.
- The project property must be owned by a county or city.
- A "Letter of Intent" has been submitted and approved by SCPRT for a request from the Foothills Farmstead in the amount of \$50,000.
- It is a 1:1 matching grant.
- The Foothills Farmstead is requesting to fund the rebuild of the Main Farmhouse by local vendors. If approved, the grant money would be financially managed/lead applicant by Oconee County with the Foothills Farmstead, as the Project Management, being the recipient of SCPRT funds.
- The SCPRT grant is a reimbursing grant, if awarded, the county would be reimbursed for spent funds as often as monthly up to \$50,000 total with required reimbursable documentation to SCPRT.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

Comments should be directed to Sharon DeRidder (grant related) or Nicholas Gambrell who will be attending this council meeting.

FINANCIAL IMPACT [Brief Statement]:

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

Approved by :  Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes

If yes, who is matching and how much: The Foothills Farmstead would match the SCPRT grant 1:1. A grant has also been applied for from the USDA in the amount of \$50,000 but no decision has been made to date. If the USDA grant is not award to the Foothills Farmstead, it would be up to the Foothills Farmstead to raise the remaining \$50,000 match, with no obligation by Oconee County.

Approved by :  Grants

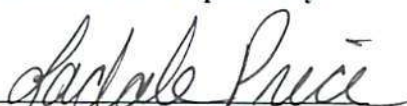
ATTACHMENTS

Grant application, Brief Project Description and Budget

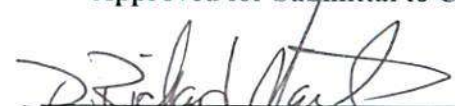
STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council approve the SCPRT grant submission for \$50,000 and the lead applicant on behalf of the Foothills Farmstead.

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


D. Richard Martin, Interim 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.

Section V
Applicant Assurances

The information provided in this application is correct to the best of the applicant's knowledge. The applicant understands that there will be no reimbursement of costs incurred before grant award unless prior written approval is given by the SC Department of Parks, Recreation and Tourism. (If the applicant wishes to incur pre-grant award expenses at their own risk, that request should be made in writing to SCPRT.)

The applicant understands that if a grant award agreement is executed between the applicant and SCPRT, the applicant will be required to ensure that required reporting and appropriate procedures for procurement, contracting and fiscal accountability will be followed in the administration of the grant and the expenditure of grant monies. The applicant (and partners) also acknowledges that:

- 1) all other funding sources must be expended prior to expending Undiscovered SC Grant monies, except as may be required by the design of the project; and,
- 2) any cost savings or under runs must accrue to the Undiscovered SC Grant Program.

The following official acknowledges and agrees to the above statements and authorizes the submission of this grant application to SCPRT's Undiscovered SC Grant Program to assist in carrying out the project described herein.

Ms. Edda Cammick

Print Name of Applicant's **Chief Elected or Administrative Official**



Signature

Council Chairperson

Title

November **20**, 2018
Date

UNDISCOVERED SC

GRANT PROGRAM

2018 APPLICATION FOR FUNDING



1205 Pendleton Street, Suite 517
Columbia, South Carolina 29201
(803) 734-1658

**UNDISCOVERED SC
2018 GRANT APPLICATION**

Project Title: *The Foothills Farmstead (Main Farmhouse Rebuild)*

Grant Amount Requested: *\$50,964*

50 % of total

(must be 50% or less of project total)

Total Project Cost: *\$101,928*

Applicant: *Oconee County*

Address: *415 S Pine Street*

Walhalla, SC 29691

Federal Employers Identification Number: *The Foothills Farmstead: 82-0943477*

Who will be responsible for project management? *Nicholas Gambrell*

Address: *158 Grant Road*

Telephone: *864-710-1568*

Westminster, SC 29693

Fax: *N/A*

E-mail: *ng33986@gmail.com*

This application was prepared by: *Nicholas Gambrell*

864-710-1568

Print Name

Telephone

Signature

Date

Date Application Submitted to SCPRT: _____

Received by SCPRT: _____

Section I

Need for the Project:

The need for the Oconee County Foothills Farmstead can be seen in the fact that family farms in this region are disappearing with every generation. This living-history farmstead will preserve and educate visitors of the agricultural way of life that shaped this region in the early 20th century. At the same time, it will provide an economic boost in a section of Oconee County that has no other tourist attractions. The southern portion of Oconee County is more agrarian than other parts and this farmstead will allow tourists to either relive or learn firsthand about the region's history. Through historic preservation and programming, the Foothills Farmstead will satisfy this need to preserve and educate.

There are no other living-history farms in the immediate area. The closest would be Hagood Mill in Pickens county. However, it deals with log structures and the 19th Century. The nearest farm with the most in common is in Horry County, the L.W. Paul Living History Farm, which is on the other side of the state.

The Farmstead location is in close proximity to I-85 and two major state roads that traverse across Oconee County. This location gives easy access for the public to visit this living history demonstration.

Scope of Work:

The Foothills Farmstead is to be a 16-acre, living history, working farm illustrating life in the foothills of the Southern Appalachian Mountains in the early 20th century. This will happen by moving original, historic structures to the acreage to recreate the proverbial "family farm." This includes the main farmhouse, surrounding barns and outbuildings, tenant houses and community buildings. This grant request is for the rebuilding of the main farmhouse which would allow us to officially open to the public. To date, the farmhouse has been carefully disassembled and stored in a dry warehouse.

Cost of each activity (including previous activities) is detailed below:

Disassembling of Main Farmhouse	\$16,625 (completed with thousands of volunteer hours)
Reassembling of Main Farmhouse	Partial funding through SCPRT
Site Preparation	\$1,500 (Butts Grading)
New house foundation	\$20,928 (DPI Masonry)
Labor (2 skilled laborers, 2 years, 40hrs/wk @ \$9.375/hr)	\$78,000 (Old Oakway Architectural Salvage)

The lease to the Foothills Farmstead from Oconee County for the 16 acres has already been approved by County Council. All that has to happen to begin reassembling the main farmhouse is signing the lease and then Site Preparation can begin after SCPRT funding has been awarded.

Grant Administration?

The Foothills Farmstead is a non-profit organization that will lease land from Oconee County to build and manage the living-history farm (see attached IRS Determination Letter).

The County Finance and Grants Offices will be the main County contacts/grant recipient but Foothills Farmstead will be the Project Lead/Management of this project.

Impact

The Foothills Farmstead will be a great asset to the community, county, state and region. Not only will it preserve a "Way of Life" that is quickly disappearing, it will provide an economic boost to a relatively unknown part of the state of South Carolina. This will be achieved through tourism. As the Farmstead will host festivals and events, this will draw in visitors who will use local accommodations and shop locally. This not only affects the project but a discovery of the local attractions as well. Because this is a very unique project, it is anticipated that it will be a regional draw to the Farmstead, drawing from nearby Georgia and North Carolina as well.

Being a new tourist attraction, visitation numbers are unknown. However, there are comparable sites that give us clues to future visitation. These include the L. W. Paul Living History Farm in Horry County, SC and the Bart Garrison Agricultural Museum of SC in Anderson County, SC. The L.W. Paul Living History Farm is comparable in size and scope. Their site is 15 acres and deals with the time period of 1900-1955 (the Foothills Farmstead is 16 acres and deals with the time period of 1900-1950). The average attendance at their farm is 8,000 – 10,000 visitors per year. The State

Agricultural Museum receives 3,000 – 5,000 per year. It is anticipated that the Foothills Farmstead will receive comparable visitation. Currently, Facebook following is at 4.8k.

The Farmstead will seek out the Oconee County School District and Home schooling students to they/parents can come visit this living historic farm site so they become aware of what life was like in the early 20th century working farm.

State Admissions Tax? At this time there will be no admission's fee no taxes collected. This might change in the future to offset future costs.

Strategic Impact

Local Tourism Plan? Oconee County's Parks/Recreation & Tourism Dept., Mtn. Lakes Visitor's Bureau, Oconee Economic Alliance and 2010 Comprehensive Plan all show a lot of diversity in regards to traditional types of tourism efforts being sought out for Oconee County in the past and years to come. However, there was no mention of pushing for a specific historical "living" museum or site, similar to what the Foothills Farmstead is launching. Hence, this is a new avenue and now on people's radar to include farming and "living" as part of a Local Tourism Plan.

The Foothills Farmstead is an excellent example of a project that illustrates the character and identity of the destination. This can be seen in the fact that the farm will be an accurate representation of family farms in the region at the time. It is also in an area (of the county) that has very little tourism around, despite the fact that it is very close to Interstate 85 coming in from Georgia (Atlanta). It is expected that other tourism sites will arise from the popularity and uniqueness of the Foothills Farmstead. It is already next door to a former school used as a community center and houses group offices such as the Upstate Heritage Quilt Trail. In networking with surrounding destinations (of the region) a greater hub of tourism can be developed.

Section II Financial Information

Funding:

List all sources of project funding and the amount committed by each for this project. Attach a letter of commitment from each funding source other than the applicant. The commitment letters should specify the amount of funds being provided, when the funds are available, and any restrictions or conditions for the use of the funds. For the applicant's commitment, attach a letter (or resolution if a county or city council is committing the funds) specifying the source of funds, when the funds are available and any restrictions or conditions for the use of the funds.

If a letter of commitment cannot be provided for any expected sources of funds, a rationale should be provided which explains why such a letter cannot be provided and states how funding for the project will be assured.

Note: Prior to requesting a disbursement of Undiscovered SC grant monies, the applicant will be required to document that all other committed funds have been expended.

Source of Project Funding	Amount Committed	% of Total Project Cost
The Foothills Farmstead	\$1,500	2 %
USDA (not committed)	\$43,464	42 %
Local ATAX	\$ 6,000	6 %
	\$	%
	\$	%
	\$	%
Amount of grant funds requested	\$ 50,964	50 %
Total Project Cost	\$101,928	100%

Section III Project Budget and Timeline

Instructions: Identify and list each major task/activity associated with the proposed project. Darken the appropriate boxes for the quarter(s) during which the task/activity will take place (beginning to end). Fill in the estimated amount of funding needed for the completion of each project element listed. The source of any "other" funding for the project should be listed separately at the bottom of this form (show the total amount of funds being provided) and referenced by number. If the project is expected to last beyond twenty-four (24) months, please provide an explanation and attach an extended timeline, if necessary.

Analyze the proposed project carefully. All elements of the project and any necessary funding must be identified. If necessary, attach additional information.		Project Period												Undiscovered SC Grant Funds	Other Funds: Amount and Source #
		2019				2020				2021					
		1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q		
Tasks/Activities															
	Example: Engineering													\$20,000	\$30,000 (1)
1	Site Prep		X											\$750	\$750 (1)
2	Foundation		X											\$10,464	\$10,464 (2&3)
3	House (labor)			X	X	X	X	X	X	X				\$39,000	\$39,000 (2&3)
4	Materials			X	X	X	X	X	X	X				\$750	\$750 (1)
5														\$	\$
6														\$	\$
7														\$	\$
8														\$	\$
9														\$	\$
10														\$	\$
11														\$	\$
12														\$	\$
Total Undiscovered SC grant funds												\$50,964			
Total funds from other sources													\$50,964		
Total project cost												\$101,928			

Other Funding Sources

Example: (1) <u>Local Tourism District \$15,000</u>	
(1) The Foothills Farmstead	(3) Local ATAX
(2) USDA Grant (uncommitted)	(4)

Section IV

County Information and Maps

Please provide the following information about the County:

County: **OCONEE**

Latest county unemployment rate: **3.6-4.4%** Rate is for the period ending **Sept. 2018**

Data source: www.ycharts.com/indicators/oconee_county_sc_unemployment_rate

Unemployment rate for the county last year: **5.5%**

County Legislative Delegation:

State Senate District 1 Senator **Thomas Alexander**

State House District 1 Representative **Bill Whitmire**

State House District 2 Representative **Bill Sandifer**

Congressional District: 3 Congressman **Jeff Duncan**

Council of Government (COG): **Appalachian COG**

Location and Maps:

Project site address: (not address of applicant):

Street address: *150 School House Road*

City: *Westminster* Zip: *29693*

Written directions from major highway or interstate:

From I-85 N, take Exit 1 (Hwy 11) to Hwy 24. Turn onto Hwy 24 toward Oakway. At the split into Hwy 24 and Hwy 182, turn right on School House Rd.

From I-85 S, take Exit 11 and turn right onto Hwy 24. In Oakway, turn left onto School House Rd.

Please provide the following maps as an attachment to this application:

- A county road map identifying the location of the project activities.
- A detailed map of the project area showing the location of all proposed project improvements and all existing infrastructure and improvement, including roads, water, sewer, gas lines, electrical lines, etc.
- Provide a project site plan that shows the proposed development, including approximate square footage and floor plan of any buildings (plan size can be no larger than 14 inches by 17 inches).

Brief Project Description:



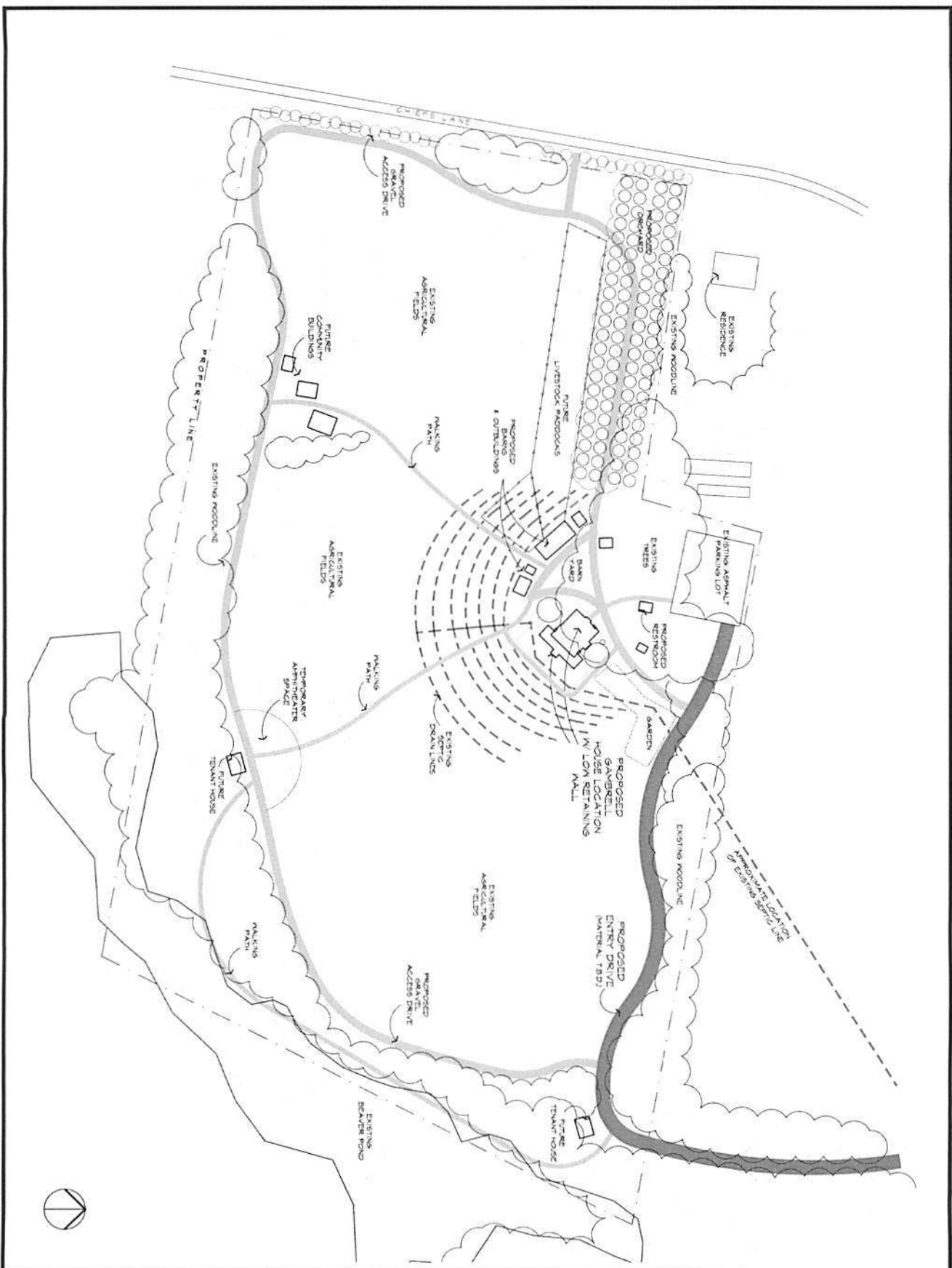
The Bearden House (c.1875) is currently being relocated to serve as the main farmhouse of the Foothills Farmstead in Oakway, SC (near Westminster, SC). The one story, 6-room house with wrap-around porch will be the centerpiece of the Foothills Farmstead (see site plan). The house has now been completely disassembled and sits in dry, secure storage 6 miles from the farmstead site. The grant request is to reassemble this house.

Budget:

The Foothills Farmstead (Oconee County) is requesting \$50,000 toward a budget of \$106,000.

\$1,500	site preparation -DHEC requires moving of a septic feeder line located where the house will be rebuilt
\$20,928	new foundation of house and wrap-around porch -this includes footers, concrete foundation of house and large, wrap-around porch, suspended concrete porch floor, and chimney bases
\$78,000	2 years of labor -estimated at 2 employees @ \$9.375/hr for 2 years (40 hrs/wk) -reassemble frame, exterior and interior of main farmhouse

Of the \$101,928 budget, \$6,000 will come from received Oconee County ATAX funds & \$1,500 from the Foothills Farmstead. The Foothills Farmstead has also applied for a USDA Community Facilities Grant for the remaining matching funds.



bluestem
LANDSCAPE DESIGN LLC

10000 W. 10th Ave.
Suite 100
Boulder, CO 80501
781.441.1111

FOOTHILLS FARMSTEAD

30000 10th St
Boulder, CO

DATE: 10/15/13	DESIGNER: J. B. BROWN
PROJECT NO: 13-001	PROJECT NO: 13-001

PROPOSED SITE PLAN

SCALE: 1"=10'

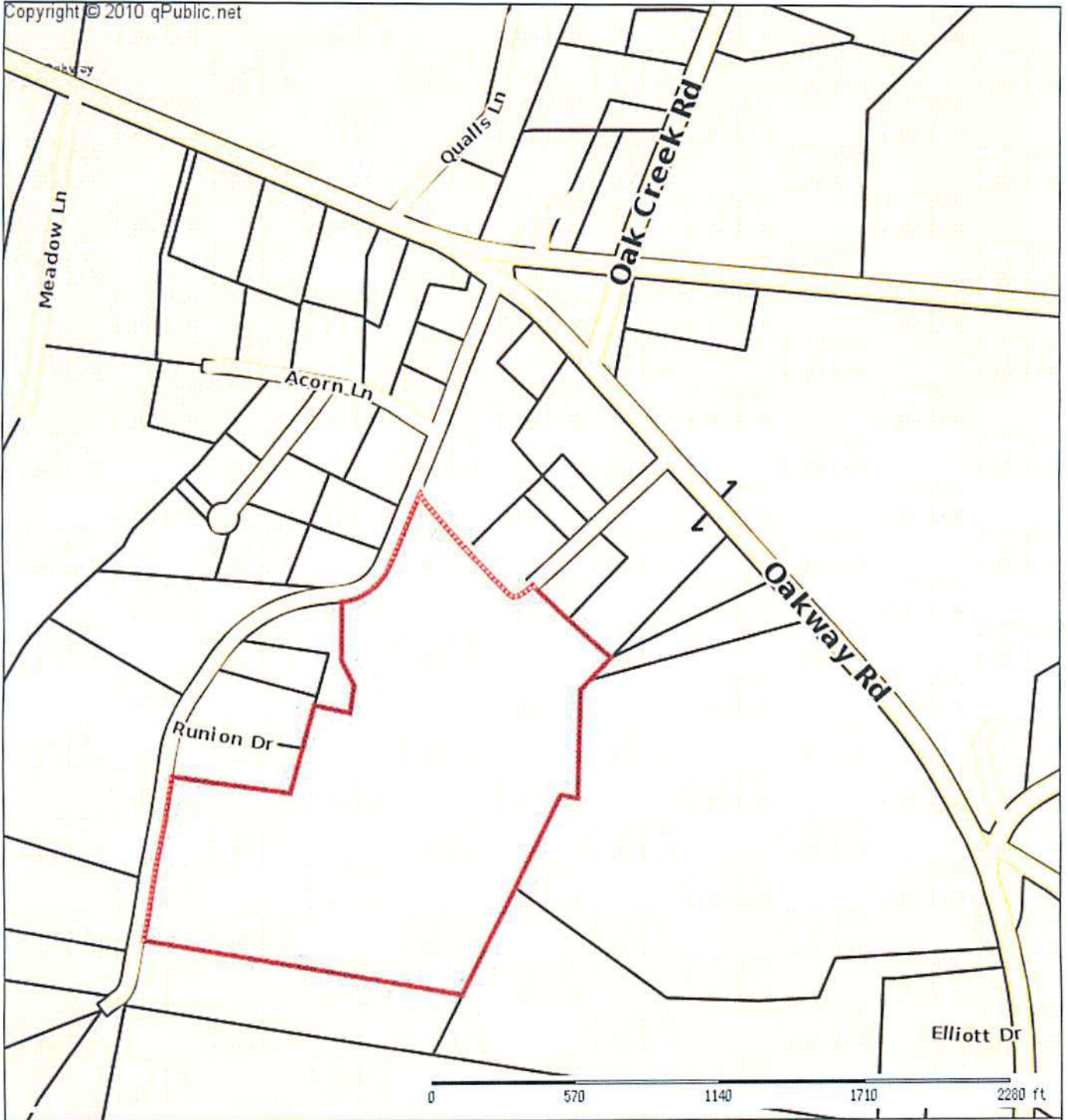
FOOTHILLS

FARMSTEAD

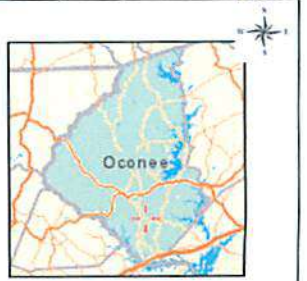
c.1925



bluestem
LANDSCAPE ARCHITECTS



Oconee County Assessor	
Parcel: 300-00-02-031 Acres:	
Name:	Land Value:
Site:	Improvement Value:
Sale:	Accessory Value:
	Total Value:
Mail:	



Oconee County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The maps on this site are not surveys. The assessment information is from the last certified taxroll. All data is subject to change before the next certified tax roll.
 Date printed: 11/06/18 : 08:13:29

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: November 20, 2018
COUNCIL MEETING TIME: 6:00 p.m.**

ITEM TITLE [Brief Statement]:

A REQUEST, PURSUANT TO SECTION 2-35 OF THE OCONEE COUNTY CODE OF ORDINANCES, FOR THE OCONEE COUNTY COUNCIL TO MODIFY AND REORGANIZE THE “COMMUNITY DEVELOPMENT” DEPARTMENT, SO AS TO ESTABLISH THE BUILDING CODES DIVISION AND THE PLANNING AND ZONING DIVISION AS SEPARATE DEPARTMENTS FOR ADMINISTRATIVE PURPOSES.

BACKGROUND DESCRIPTION:

1. The Community Development Department currently consists of both a “Building Codes Division” and a “Planning and Zoning Division.”¹
2. Staff requests that these two “divisions” be recognized as separate departments with separate department heads.
3. The resulting departments will be known as the Building Codes Department and the Planning Department.
4. This departmental modification will be implemented by the County Administrator and staff in appropriate phases to ensure there is no disruption in County operations. Further, those ordinances related to the duties and powers of the “Community Development Director” will be updated appropriately.
5. The responsibilities of the Building Codes Department Director will relate specifically to enforcement of the various codes associated with building construction, property maintenance, and related matters.
6. The responsibilities of the Planning Director will relate specifically to planning activities, such as land use and zoning permitting, subdivision and plat review, comprehensive plan development and implementation, and related matters.
7. The Building Codes Department and the Planning Department will work hand in hand to provide the citizens of Oconee County with streamlined and coordinated customer service.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget.

Approved by: _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: / No

If yes, who is matching and how much:

Approved by : _____ **Grants**

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff’s recommendation that Council approve this request.

¹ “GIS / Addressing” will remain under the umbrella of the Information Technology Department and will continue discharging its responsibilities as it does now.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

RESOLUTION 2018-15 - A

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT BY AND BETWEEN KRISTEY LEE HARVEY, AS SELLER, AND OCONEE COUNTY, AS PURCHASER, AND OTHERWISE AUTHORIZING THE PURCHASE OF APPROXIMATELY 9.1 ACRES OF LAND, INCLUDING ALL RIGHTS AND APPURTENANCES PERTAINING TO THE LAND, LOCATED AT 667 ROCK CRUSHER ROAD (TMS: 190-00-03-032), WITH ALL SUMS FUNDING THE PURCHASE DERIVING SOLELY FROM THE OCONEE COUNTY ROCK QUARRY ENTERPRISE FUND; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to acquire and convey real property and to make and execute contracts; and,

WHEREAS, the County currently desires to purchase approximately 9.1 acres of land, including all rights and appurtenances pertaining to the land, located at 667 Rock Crusher Road (TMS: 190-00-03-032) (the "Property"), consistent with the terms of a Purchase and Sale Agreement (the "Agreement"); and,

WHEREAS, the Property will be purchased to serve, among other things, the Oconee County Rock Quarry, and all funds for the purchase of the Property will derive solely from the Rock Quarry Enterprise Fund; and,

WHEREAS, Oconee County Council (the "Council") finds that the County's purchase of the Property will serve a proper public and corporate purpose of the County and is necessary and in the best interest of the County; and,

WHEREAS, the Council has reviewed the form of the Agreement, attached hereto as Exhibit "A," and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Agreement, and the Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Agreement and all related agreements and documents necessary or incidental thereto in order to properly effect the acquisition of the Property.

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

Section 1. Agreement Approved. The Agreement is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Agreement in substantially the same form as Exhibit "A," attached hereto. Any amendments to the Agreement, except for amendments altering the purchase price, in such forms as shall be approved by the County Administrator are hereby approved and shall be executed in the same manner.

Section 2. Purchase Price Funds. All funds used to purchase the Property shall come exclusively from the Oconee County Rock Quarry Enterprise Fund and not from the general fund of Oconee County; the purchases contemplated in the Agreement are proprietary and not legislative in nature.

Section 3. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Agreement and to execute and deliver any such documents and instruments on behalf of the County.

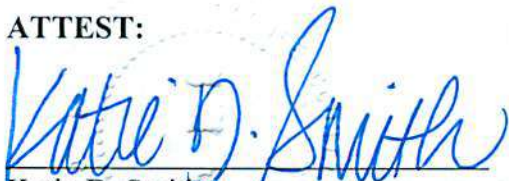
Section 4. Severability. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

Section 5. General Repeal. All orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 6. Effective Date. This Resolution shall become effective and be in full force and effect after enactment by Oconee County Council.

APPROVED AND ADOPTED this 13th day of November, 2018.

ATTEST:


Katie D. Smith
Clerk to Oconee County Council



Edda Cammick
Chair, Oconee County Council

Exhibit A

*To be made a public record upon execution, consistent
with the provisions of the South Carolina Freedom of Information Act.*



November 20, 2018

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