



A G E N D A

OCONEE COUNTY COUNCIL MEETING

December 4, 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 15, 2018 Special Minutes
- November 20, 2018 Regular Minutes

Administrator Report & Agenda Summary

Public Hearings for the Following Ordinances

Ordinance 2018-14 “AN ORDINANCE AMENDING ARTICLE VI OF CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE DEFINITIONS CONTAINED THEREIN, WITH PARTICULAR REFERENCE BEING MADE TO THE NAMING OF SUBDIVISIONS; AND OTHER MATTERS RELATED THERETO.

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 2018-33 “AN ORDINANCE AUTHORIZING A FEE-IN-LIEU-OF-TAX ARRANGEMENT ON BEHALF OF A PROJECT ECHO (“COMPANY”) PURSUANT TO AN AMENDED AND RESTATED FEE-IN-LIEU-OF-TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA (“COUNTY”) AND THE

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.

COMPANY; AUTHORIZING THE PROVISION OF CREDITS AGAINST FEE IN LIEU OF TAX PAYMENTS; AND OTHER MATTERS RELATING TO THE FOREGOING.”

Third Reading of the Following Ordinances

Ordinance 2018-14 *[see caption above]*

Ordinance 2018-32 *[see caption above]*

Ordinance 2018-33 *[see caption above]*

Second Reading of the Following Ordinances

First Reading of the Following Ordinances

First & Final Reading for the Following Resolutions

Discussion Regarding Action Items

Oconee County PRT / Local ATAX / \$25,000

A portion of Local ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission based on tourism impact of the project and approved by County Council. All external ATAX grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant.

It is staff’s recommendation to approve the local ATAX recommendations per the attached spreadsheet.

Discussion and consideration of a request by AID Upstate that Council provide a letter of support to continue the provision of Housing Opportunities for Persons with AIDS [HOPWA] eligible services

\$10,000 FY18 Dollar General “The American Dream Literacy Initiative” grant application submission

- Dollar General “The American Dream Literacy” grant funding adult learners programs.
- Oconee County Public Library will be partnering with the School District of Oconee County-Adult Ed. Program
- County will not provide any matching dollars, Library staffing will support the Oconee County-Adult Ed. Program (morning or evening) program/s by offering the Walhalla Library’s meeting room for AM / PM classes

It is staff’s recommendation that Council approve the submission of this Dollar General Literacy \$10,000 grant.

Engineering Services for Piggyback Landfill Pre-Design Work Plan and Preparing Permit Application Package / Solid Waste / \$119,215.05

Assigned Solid Waste Reserve: \$1,017,942.00 / **Project Cost:** \$119,215.05 / **Balance:** \$898,726.95

The Solid Waste department wishes to contract with Smith Gardner to provide engineering services for:

- **Expansion of the Class 2 C&D landfill:** Since 2016, Smith Gardner, Inc has been working to expand the Class 2- C&D landfill by piggybacking the C&D on top of the closed Class 3 landfill which consists of approximately 85 acres. This expansion would increase the Class 2 landfills life from about 7 years to between 50-75 years of space depending on the final design and approval by SC DHEC. The Demonstration of Need and public hearing phase was completed and approved in October, 2018.
- **Preparation of Permit Application Package:** The next phase of the project consists of pre-design of determination of waste limits at the landfill and then preparing and submitting the permit application which consists of the following: Pre-Design Regulatory Meeting; Completed Permit Application on a form provided by the DHEC; Engineering Drawings; Engineering Report; Operating Plan; and a Groundwater Monitoring Plan. This process can take approximately 2-5 years to complete based upon SC DHEC questions, comments or concerns along with public hearings and comment periods.

It is the staff's recommendation that Council [1] approve the award of engineering services to Smith Gardner, Inc of Raleigh, NC in the amount of \$119,215.05 for Piggyback Pre-design in the amount of \$25,365.00 & Landfill Expansion Permit Application Package in the amount of \$93,850.05.00 (includes a 5% contingency of \$4,469.05) [2] authorize the County Administrator to approve any Change Orders within the contingency amount, and [3] approve transfer funds from the Solid Waste Reserve 10 Fund to a Solid Waste Professional Services 12 Fund.

Solid Waste Education Facility Grant / Solid Waste / \$120,000

The Solid Waste Department has applied and received the Pete & Sally Smith grant in the amount of \$50,000 and was awarded the full amount. Also, the department also receives approximately \$10,000 per year from Duke Energy Relicensing Agreement to be used for environmental education of students in Oconee County. There is currently over \$20,731 in the account and the next \$10,000 installment should be deposited around November 2018. Some funds from the Solid Waste Department general fund will be used for small items. Total completion of project will take approximately 2 years.

It is the staff's recommendation that Council [1] approve the project and [2] approve staff to begin work utilizing funds available from the Pete & Sally Smith Grant, the Duke Energy Relicensing AGT fund, and as other DHEC grants available, and small items from Solid Waste General Fund.

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

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.

[2] To receive legal advice and discuss a contractual matter related to property acquisition adjoining the Oconee County Rock Quarry.

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

[4] Discussion regarding an Economic Development matter, Project Pop.

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.

Oconee County, South Carolina



Ordinance 2018-14
contains an Attachment B
that highlights the changes
being proposed

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-14**

AN ORDINANCE AMENDING ARTICLE VI OF CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE DEFINITIONS CONTAINED THEREIN, WITH PARTICULAR REFERENCE BEING MADE TO THE NAMING OF SUBDIVISIONS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”) a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the “County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and,

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended; and,

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

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Article VI of Chapter 32 of the Code of Ordinances with regards to the naming of subdivisions within the *Requirements and Standards* section (§ 32-213); and,

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

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

1. Section 32-213 of the Code of Ordinances, entitled *Requirements and Standards*, 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

Article VI of Chapter 32 showing the changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

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

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

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

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

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

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: September 11, 2018
Second Reading: September 18, 2018 [referred back to Planning Commission]
Third Reading: December 4, 2018
Public Hearing: October 2, 2018 / December 4, 2018

Attachment A

Sec. 32-213. - Requirements and standards.

- (a) *Unapproved plat prohibition.* No plat of the subdivision of any land within the unincorporated areas of the county as now or hereafter established, and any incorporated municipality which contracts with the county for these regulations to be administered within such municipality, shall be filed with or recorded by the county Register of Deeds until such plat shall have been submitted to and approved by the county planning commission, planning director, or designee according to the procedures set forth in this article. No road or other way shall be accepted or maintained, nor shall any water line, sewerage, road lighting or similar improvements extended or connected, nor shall any permit be issued by any department of the county for any or other improvements in any subdivision established hereafter which has not been approved by the county planning department and met such requirements as prescribed by the county council.
- (b) *Survey standards.* Plats shall be prepared and survey data entered thereon in accordance with the most recent adopted version of the "Minimum Standards Manual of the Practice of Surveying in South Carolina" established by the South Carolina Board of Registration for Professional Engineers and Land Surveyors provided that all elevations information shall refer to Mean Sea Level Datum or other establish datum (a minimum of [Z] assumed elevation with two benchmarks). Accuracy of plats and attendant data shall be no less that that required in said manual for Class B Suburban Land Surveys.
- (c) *Subdivision name.*
1. All subdivision names must be submitted to the Addressing Office. Names must be easy to read and pronounce. Proposed names may be rejected by the Addressing Office if in the opinion of Emergency Response officials, pronunciation may impair an efficient response.
 2. Subdivision names that may be confused as homonyms (having the same or similar pronunciation) of existing subdivision names shall not be approved.
 3. Names that are vulgar, ethnically offensive, or otherwise problematic shall not be approved.
 4. Subdivision names spelled in an unconventional, complex, or potentially confusing manner shall not be approved.
 5. A subdivision shall be designated by only one name.
 6. Special characters, including numbers, are not allowed.
 7. No duplicates of existing subdivision names are allowed.
- (d) *Utilities.* When utilizing a road right-of-way, all utility lines shall be buried at a depth of at least 36 inches. Such lines shall be located a minimum of two feet outside the portion of the road to be surfaced to prevent having to cut into the paved surface or reconstruct drainage structures to serve abutting properties. In order to prevent future road cuts, utility stub-outs shall be added to all utility lines extending beyond the roadway to each property line.
- (e) *Road signs.* Road name signs shall be installed at all intersections with a subdivision. All other signs shall be installed as required by and at the direction of the county engineer or

his/her designee. All signage will be in accordance with the Manual of Uniform Traffic Control. The developer shall be responsible for all costs of road signage for private drives, private roads, and proposed county roads (at a cost determined by resolution of county council from time to time) prior to acceptance of road by the county. Any person who shall willfully or maliciously damage, deface, remove or otherwise tamper with a sign erected by a subdivider or the county designating the name of any county road shall be guilty of a misdemeanor. In addition thereto, such person shall be liable to the county for the cost incurred by the county as a result of said criminal acts.

- (f) *Family transfers.* When no consideration, other than a nominal monetary amount and love and affection, is paid to the grantor of subdivisions resulting from family transfers as defined by this section of this article, the following shall apply:
 - (1) Subdivision of parcels that results from the conveyance of parcels deeded by parents to children, children to parent, sibling to sibling, grandparents to grandchildren or grandchild to grandparent, and does not involve the construction or extension of any road, bridge, or drainage structure to provide access to interior lots, and does not involve the creation of any new drainage easement, shall be received as information only and approved administratively by the planning director.
- (g) *Minor subdivision.* (Reserved).
- (h) *Compliance with road standards.* Road plans and supporting documentation needed to comply with all adopted the county road standards shall be included with the submission of subdivision plans. Approval of the subdivision shall not be granted unless all applicable road standards are met.

(Ord. No. 2008-20, Art. 3(3.1[a.], 3.1[b.], 3.2—3.7), 12-16-2008)

Attachment B

Sec. 32-213. - Requirements and standards.

- (a) *Unapproved plat prohibition.* No plat of the subdivision of any land within the unincorporated areas of the county as now or hereafter established, and any incorporated municipality which contracts with the county for these regulations to be administered within such municipality, shall be filed with or recorded by the county Register of Deeds until such plat shall have been submitted to and approved by the county planning commission, planning director, or designee according to the procedures set forth in this article. No road or other way shall be accepted or maintained, nor shall any water line, sewerage, road lighting or similar improvements extended or connected, nor shall any permit be issued by any department of the county for any or other improvements in any subdivision established hereafter which has not been approved by the county planning department and met such requirements as prescribed by the county council.
- (b) *Survey standards.* Plats shall be prepared and survey data entered thereon in accordance with the most recent adopted version of the "Minimum Standards Manual of the Practice of Surveying in South Carolina" established by the South Carolina Board of Registration for Professional Engineers and Land Surveyors provided that all elevations information shall refer to Mean Sea Level Datum or other establish datum (a minimum of [Z] assumed elevation with two benchmarks). Accuracy of plats and attendant data shall be no less that that required in said manual for Class B Suburban Land Surveys.
- (c) *Subdivision name.* ~~The proposed name of the subdivision shall not duplicate, or too closely approximate phonetically, the name of any other subdivision in the area covered by these regulations. The planning commission shall have final approval authority for the name of the subdivision.~~
1. All subdivision names must be submitted to the Addressing Office. Names must be easy to read and pronounce. Proposed names may be rejected by the Addressing Office if in the opinion of Emergency Response officials, pronunciation may impair an efficient response.
 2. Subdivision names that may be confused as homonyms (having the same or similar pronunciation) of existing subdivision names shall not be approved.
 3. Names that are vulgar, ethnically offensive, or otherwise problematic shall not be approved.
 4. Subdivision names spelled in an unconventional, complex, or potentially confusing manner shall not be approved.
 5. A subdivision shall be designated by only one name.
 6. Special characters, including numbers, are not allowed.
 7. No duplicates of existing subdivision names are allowed.
- (d) *Utilities.* When utilizing a road right-of-way, all utility lines shall be buried at a depth of at least 36 inches. Such lines shall be located a minimum of two feet outside the portion of the road to be surfaced to prevent having to cut into the paved surface or reconstruct drainage structures to serve abutting properties. In order to prevent future road cuts, utility stub-outs shall be added to all utility lines extending beyond the roadway to each property line.

- (e) **Road signs.** Road name signs shall be installed at all intersections with a subdivision. All other signs shall be installed as required by and at the direction of the county engineer or his/her designee. All signage will be in accordance with the Manual of Uniform Traffic Control. The developer shall be responsible for all costs of road signage for private drives, private roads, and proposed county roads (at a cost determined by resolution of county council from time to time) prior to acceptance of road by the county. Any person who shall willfully or maliciously damage, deface, remove or otherwise tamper with a sign erected by a subdivider or the county designating the name of any county road shall be guilty of a misdemeanor. In addition thereto, such person shall be liable to the county for the cost incurred by the county as a result of said criminal acts.
- (f) **Family transfers.** When no consideration, other than a nominal monetary amount and love and affection, is paid to the grantor of subdivisions resulting from family transfers as defined by this section of this article, the following shall apply:
 - (1) Subdivision of parcels that results from the conveyance of parcels deeded by parents to children, children to parent, sibling to sibling, grandparents to grandchildren or grandchild to grandparent, and does not involve the construction or extension of any road, bridge, or drainage structure to provide access to interior lots, and does not involve the creation of any new drainage easement, shall be received as information only and approved administratively by the planning director.
- (g) **Minor subdivision.** (Reserved).
- (h) **Compliance with road standards.** Road plans and supporting documentation needed to comply with all adopted the county road standards shall be included with the submission of subdivision plans. Approval of the subdivision shall not be granted unless all applicable road standards are met.

(Ord. No. 2008-20, Art. 3(3.1[a.], 3.1[b.], 3.2—3.7), 12-16-2008)

OCONEE COUNTY PLANNING COMMISSION

415 South Pine Street - Walhalla, SC



TEL (864) 638-4218 FAX (864) 638-4168

RE: "SURVEY " LANGUAGE IN 32-213

November 9th, 2018

Council members,

Planning Commission received a proposed amendment from Council , on November 5th, regarding certain language within Chapter 32-213 of the Oconee County Code of Ordinances. Planning Commission agrees with Council, regarding striking the "survey" language.

Regards.

A handwritten signature in black ink, appearing to read 'Frankie Pearson', written over a horizontal line.

Frankie Pearson, Chairman

Sec. 32-213. - Requirements and standards.

- (a) *Unapproved plat prohibition.* No plat of the subdivision of any land within the unincorporated areas of the county as now or hereafter established, and any incorporated municipality which contracts with the county for these regulations to be administered within such municipality, shall be filed with or recorded by the county Register of Deeds until such plat shall have been submitted to and approved by the county planning commission, planning director, or designee according to the procedures set forth in this article. No road or other way shall be accepted or maintained, nor shall any water line, sewerage, road lighting or similar improvements extended or connected, nor shall any permit be issued by any department of the county for any or other improvements in any subdivision established hereafter which has not been approved by the county planning department and met such requirements as prescribed by the county council.
- (b) *Survey standards.* Plats shall be prepared and survey data entered thereon in accordance with the most recent adopted version of the "Minimum Standards Manual of the Practice of Surveying in South Carolina" established by the South Carolina Board of Registration for Professional Engineers and Land Surveyors provided that all elevations information shall refer to Mean Sea Level Datum or other establish datum (a minimum of [Z] assumed elevation with two benchmarks). ~~Accuracy of plats and attendant data shall be no less than that required in said manual for Class B Suburban Land Surveys.~~
- (c) *Subdivision name*
1. All subdivision names must be submitted to the Addressing Office. Names must be easy to read and pronounce. Proposed names may be rejected by the Addressing Office if in the opinion of Emergency Response officials, pronunciation may impair an efficient response.
 2. Subdivision names that may be confused as homonyms (having the same or similar pronunciation) of existing subdivision names shall not be approved.
 3. Names that are vulgar, ethnically offensive, or otherwise problematic shall not be approved.
 4. Subdivision names spelled in an unconventional, complex, or potentially confusing manner shall not be approved.
 5. A subdivision shall be designated by only one name.
 6. Special characters, including numbers, are not allowed.
 7. No duplicates of existing subdivision names are allowed.
- (d) *Utilities.* When utilizing a road right-of-way, all utility lines shall be buried at a depth of at least 36 inches. Such lines shall be located a minimum of two feet outside the portion of the road to be surfaced to prevent having to cut into the paved surface or reconstruct drainage structures to serve abutting properties. In order to prevent future road cuts, utility stub-outs shall be added to all utility lines extending beyond the roadway to each property line.
- (e) *Road signs.* Road name signs shall be installed at all intersections with a subdivision. All other signs shall be installed as required by and at the direction of the county engineer or his/her designee. All signage will be in accordance with the Manual of Uniform Traffic Control. The developer shall be responsible for all costs of road signage for private drives, private roads, and proposed county roads (at a cost determined by resolution of county council from time to time) prior to acceptance of road by the county. Any person who shall

willfully or maliciously damage, deface, remove or otherwise tamper with a sign erected by a subdivider or the county designating the name of any county road shall be guilty of a misdemeanor. In addition thereto, such person shall be liable to the county for the cost incurred by the county as a result of said criminal acts.

- (f) *Family transfers.* When no consideration, other than a nominal monetary amount and love and affection, is paid to the grantor of subdivisions resulting from family transfers as defined by this section of this article, the following shall apply:
 - (1) Subdivision of parcels that results from the conveyance of parcels deeded by parents to children, children to parent, sibling to sibling, grandparents to grandchildren or grandchild to grandparent, and does not involve the construction or extension of any road, bridge, or drainage structure to provide access to interior lots, and does not involve the creation of any new drainage easement, shall be received as information only and approved administratively by the planning director.
- (g) *Minor subdivision.* (Reserved).
- (h) *Compliance with road standards.* Road plans and supporting documentation needed to comply with all adopted the county road standards shall be included with the submission of subdivision plans. Approval of the subdivision shall not be granted unless all applicable road standards are met.

(Ord. No. 2008-20, Art. 3(3.1[a.], 3.1[b.], 3.2—3.7), 12-16-2008)

**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: December 4, 2018

EXHIBIT A

Description of Park Property

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

AGREEMENT FOR THE DEVELOPMENT
 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 2018-33**

AUTHORIZING A FEE-IN-LIEU-OF-TAX ARRANGEMENT ON BEHALF OF A [PROJECT ECHO] (“COMPANY”) PURSUANT TO AN AMENDED AND RESTATED FEE-IN-LIEU-OF-TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA (“COUNTY”) AND THE COMPANY; AUTHORIZING THE PROVISION OF CREDITS AGAINST FEE IN LIEU OF TAX PAYMENTS; AND OTHER MATTERS RELATING TO THE FOREGOING.

WHEREAS, Oconee County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized and empowered under and pursuant to the provisions of the Code of Laws of the State of South Carolina, 1976, as amended (“Code”), including, without limitation, Titles 4 and 12, including, particularly, Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code (“Special Source Act”) and Chapter 44 of Title 12 of the Code (collectively, “Act”), and the case law of the Courts of the State of South Carolina (“State”), to offer and provide certain privileges, benefits, and incentives to prospective industry as inducements for economic development within the County; to provide special source revenue credits against fee-in-lieu of tax payments (“Special Source Credits”) to reimburse investors for expenditures in connection with certain infrastructure and other qualifying property related to a project, and to enter into agreements with qualifying industry to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such projects through which powers the industrial and business development of the State will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, tourism or other public benefits not otherwise provided locally;

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

WHEREAS, pursuant to the MCIP Act, the County formed a multi-county industrial park with Pickens County, South Carolina (“Park”) governed by that certain Agreement for Development for Joint County Industrial/Business park (Oconee-Pickens Industrial Park – Project Mackinaw) (“Park Agreement”);

WHEREAS, on April 5, 2016 the County adopted Oconee County Ordinance No. 2015-34, which authorized the County to enter into a fee-in-lieu of taxes agreement with [Project Echo], a South Carolina limited liability company, along with any other authorized Sponsors and Sponsor Affiliates of the Company (collectively, “Company”), and the Company did, in fact, enter into such a fee in lieu of taxes agreement which provided a fee-in-lieu of tax incentive for the Company in exchange for the Company establishing a manufacturing facility in the County (“Facility”), investing in real and personal property in the County, and creating jobs at the Facility;

WHEREAS, the Company is now considering expanding the Facility (together with the Facility, “Project”), which will result in an additional investment of approximately Five Million Seven Hundred Thirty Thousand Dollars (\$5,730,000) in the County, all within the meaning of the FILOT Act, and the creation of an expected twenty-two (22) additional, full-time jobs during the period beginning with the first day that real

or personal property comprising the Project is purchased or acquired and ending eight (8) years after the last day of the Company's first property tax year during which the Project is placed in service, unless otherwise extended pursuant to the Fee Agreement ("Investment Period");

WHEREAS, the County has determined, after due investigation, that the Project would be aided by the availability of the assistance which the County might render through (1) entering into an amended and restated fee-in-lieu of *ad valorem* taxes agreement ("Fee Agreement") with the Company, under and pursuant to the FILOT Act; (2) the provision of Special Source Revenue Credits; and (3) the commitment by the County to certain other incentives specified in the Fee Agreement;

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

WHEREAS, in furtherance thereof, the County, by Resolution No. R2015-16 adopted by the County Council of the County ("County Council") on November 3, 2015, and Resolution No. 2018-14 adopted by County Council on September 11, 2018, formally identified the Project as a "project," as provided in the FILOT Act.

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

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

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

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

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

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

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

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

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

Section 3. The form, terms, and provisions of the Fee Agreement, presented to this meeting as Exhibit A to this Ordinance and filed with the Clerk to County Council, are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement

were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council be and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of legal counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 5. As reimbursement to the Company for infrastructure expenditures at the Project, the County will provide to the Company Special Source Credits under the Special Source Act as set forth in the Fee Agreement.

Section 6. The County Council hereby authorizes the inclusion of the Project in the Park, to the extent the Project is not already included.

Section 7. Notwithstanding any other provisions, the County is executing the Fee Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the FILOT Act, among other things. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in the State.

Section 8. The Chairman of County Council and the Clerk to County Council, and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 9. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 10. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict only, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

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: October 16, 2018
Second Reading: November 13, 2018
Third Reading: December 4, 2018
Public Hearing: December 4, 2018

Approved as to form:

David Root, County Attorney

EXHIBIT A
FORM OF AMENDED AND RESTATED FEE AGREEMENT
[ATTACHED]

**AMENDED AND RESTATED
FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT**

BETWEEN

[PROJECT ECHO]

AND

OCONEE COUNTY, SOUTH CAROLINA

DATED AS OF JANUARY 1, 2018

TABLE OF CONTENTS

[TO BE UPDATED]

	Page
Recitals.....	1
 ARTICLE I DEFINITIONS 	
Section 1.1 Terms	2
 ARTICLE II REPRESENTATIONS AND WARRANTIES 	
Section 2.1 Representations of the County	4
Section 2.2 Representations of the Company	4
Section 2.3 Representations of the Sponsor Affiliate	5
 ARTICLE III FILOT PAYMENTS 	
Section 3.1 Negotiated FILOT Payments	5
Section 3.2 FILOT Payments on Replacement Property	7
Section 3.3 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.....	7
Section 3.4 Place and Allocation of FILOT Payments	7
Section 3.5 Removal of Equipment	7
Section 3.6 Damage or Destruction of Project.....	8
Section 3.7 Condemnation	8
Section 3.8 Maintenance of Existence	8
Section 3.9 Confidentiality/Limitation on Access to Project.....	8
Section 3.10 Assignment and Subletting	9
Section 3.11 Leased Equipment.....	9
Section 3.12 Events of Default	9
Section 3.13 Remedies on Default.....	10
Section 3.14 Remedies Not Exclusive	10
Section 3.15 Future Filings	10
Section 3.16 Fiscal Year; Property Tax Year.....	10
Section 3.17 Indemnification	10
Section 3.18 Clawback	11
 ARTICLE IV MISCELLANEOUS 	
Section 4.1 Notices	12
Section 4.2 Binding Effect	13
Section 4.3 Counterparts	13
Section 4.4 Governing Law	13

Section 4.5	Headings	13
Section 4.6	Amendments	13
Section 4.7	Further Assurance	13
Section 4.8	Severability	13
Section 4.9	Limited Obligation	13
Section 4.10	Force Majeure	14
Section 4.11	County Expenses	14
Section 4.12	Execution Disclaimer	14
Section 4.13	Transfer of Real Property and Real Property Rights	14

Exhibit A – Description of Property

Exhibit B – Form of Joinder Agreement

**AMENDED AND RESTATED
FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT**

THIS AMENDED AND RESTATED FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT ("Fee Agreement") dated as of January 1, 2018 ("Effective Date"), amends and restates that certain Fee-in-lieu of *Ad Valorem* Taxes Agreement, entered into, effective, as of December 31, 2016 ("Original Agreement"), between Oconee County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting through the Oconee County Council ("County Council") as the governing body of the County, and [Project Echo], a South Carolina limited liability company, and, to the extent allowed by law and this Fee Agreement, its affiliates and assigns, Sponsors and Sponsor Affiliates, previously identified as Project Echo (collectively, "Company" and with County, "Parties," each, a "Party").

WITNESSETH:

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

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

(c) On April 5, 2016, the County adopted Ordinance No. 2015-34 authorizing the County to enter into the Original Agreement with the Company to provide for a fee-in-lieu of tax incentive for the Company in exchange for the Company locating a manufacturing facility in the County on a site as more fully described on the attached Exhibit A ("Facility") which would result in the investment of approximately \$10,000,000 ("Original Investment") the creation of approximately 70 new, full-time jobs at the Project ("Original Jobs Requirement");

(d) The Company now intends to expand the Facility (together with the Facility, the "Project"), make an additional investment of approximately \$5,730,000 ("Additional Investment Requirement") at the Project, and create approximately 22, additional full-time jobs at the Project ("Additional Jobs Requirement");

(e) Pursuant to the Act and based on representations made by the Company to the County, the County, by Ordinance No. 2015-34, adopted on April 5, 2016, and by Ordinance No. [], adopted on [], 2018 (collectively, "Fee Ordinance") determined that (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

(f) During the Investment Period (defined below), the Company shall make the Original Investment and the Additional Investment, for an aggregate investment of approximately \$15,730,000 (collectively, "Investment") and meet the Original Jobs Requirement and the Additional Jobs Requirement, for an aggregate job creation of approximately 92 new, full-time jobs (collectively, "Job Requirement") at the Project;

(g) Pursuant to resolutions adopted on November 3, 2015 and September 11, 2018 (collectively, "Identifying Resolution"), the County formally identified the Project, as a "project" as provided in the Act; and

(h) Pursuant to the Fee Ordinance, the Act and the MCIP Act, the County Council authorized (a) the execution and delivery of this Fee Agreement with the Company, (b) the inclusion of the Project in a multi-county industrial-business park jointly developed with Pickens County, South Carolina; (c) the conveyance of certain real property and real property rights from the County to the Company; and certain other incentives described in the Fee Ordinance; (d) the provision of certain special source revenue credits to be applied to the Company's fee-in-lieu of tax Payments ("Special Source Revenue Credits").

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

ARTICLE I DEFINITIONS

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

"Chairman" means the Chairman of the County Council of Oconee County, South Carolina.

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

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

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

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

"County Council" means the Oconee County Council, the governing body of the County.

"Diminution of Value," in respect of any Phase of the Project, means any reduction in the value based on original fair market value as determined in Step 1 of Section 3.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 3.5 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 3.6 of this Fee Agreement, or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 3.7 of this Fee Agreement.

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

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

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

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

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

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

“Investment Period” means the period commencing on the first day Economic Development property is purchased or acquired, which must be no later than the Commencement Date, and ending on the last day of the 8th property tax year following the later of the property tax year in which Economic Development property is first placed in service or the property tax year in which this Fee Agreement is executed (such ending date is anticipated to be December 31, 2024); provided that, in the event the Company invests \$5,000,000 in additional investment by the end of the 8th property tax year, the Investment Period shall be automatically extended for an additional 2 years, a total of 10 years, without additional action by County Council.

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

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

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

“Real Property” means real property, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company; all Improvements now or hereafter situated thereon; and all fixtures now or

hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

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

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

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

“Sponsor Affiliate” means an affiliate that joins with or is an affiliate of the Company, or that otherwise has a contractual relationship with the Company in respect of the Project, whose Investment with respect to the Project which meets the requirements of the Act and this Agreement to qualify as Economic Development Property for this Project shall be considered part of the Investment and qualify for FILOT Payments pursuant to Section 3.1 hereof and Sections 12-44-30(20) and 12-44-130 of the Act and who joins and delivers a Joinder Agreement in a form substantially similar to that attached hereto as Exhibit B.

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

Section 2.3. Representations of the Sponsor Affiliate. The Sponsor Affiliate hereby represents and warrants to the County as follows:

(a) The Sponsor Affiliate is organized as set forth in the Joinder Agreement, is authorized or will be authorized to transact business under the laws of the State of South Carolina, and has the power to enter into this Fee Agreement.

(b) The Sponsor Affiliate's execution and delivery of the Joinder Agreement, and its compliance with the provisions hereof do not result in a default, not waived or cured, under any Sponsor Affiliate restriction or any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The Sponsor Affiliate intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof.

(d) The availability of the FILOT, along with other incentives provided by the County, have induced the Sponsor Affiliate to undertake the Project in the County.

ARTICLE III FILOT PAYMENTS

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

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

law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

- Step 2: Multiply the fair market value by an assessment ratio of 6% to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the 29 years thereafter, or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if so approved by the County Council then in office.
- Step 3: Multiply the taxable value for each year by the fixed millage rate, at the Project site, for all taxing entities, on June 30, 2015, which the parties believe to be 215.0 mills, to determine the amount of the FILOT Payments which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if so approved by the County Council then in office.
- Step 4: Apply a Special Source Revenue Credit in an amount equal to 25% of the FILOT Payments calculated in Step 3 above, to be applied against the FILOT Payments made by the Company to the County and reflected by the County on each bill sent by the County to the Company for a period of ten (10) consecutive tax years, beginning with the tax year in which the Company elects to begin the Special Source Revenue Credit, which shall be no later than the third calendar year after the Effective Date, provided, however, the credit provided for in this Step 4, only applies to any Economic Development Property the Company invests in an amount greater than the Original Investment (i.e., the Additional Investment Requirement).

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

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

If the Act or the above-described FILOT Payments are declared invalid or unenforceable, in whole or in part, for any reason, by the final order of a court of competent jurisdiction, Parties express their intention that such payments and the Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company the benefits to be derived hereunder, but at no greater direct cost to the County. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Company shall be equal to the amount which would result from taxes levied on the Project by the County, municipality or

municipalities, school district or school districts, and other political units as if the Project were and had not been Economic Development Property as defined under the Act. In such event, any amount determined to be due and owing to the County from the Company, as the case may be, with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law.

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

Further, if the Company invests a \$15,000,000 minimum investment in the Project within the first eight years of the Investment Period, the Investment Period shall be automatically extended for an additional two years ("Extended Investment Period"). Additionally, upon written approval of the County Council then in office, in its sole discretion, the terms of the FILOT Payments and this Fee Agreement may be extended by an additional 10 years, to a total of 40 years, in accordance with the Act, all wherever such Investment Period, and term of this Fee Agreement and the FILOT Payments, respectively, appear in this Fee Agreement.

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

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

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

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

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

Section 3.5. Removal of Equipment. Subject, always and in every event, notwithstanding any other provision of this Fee Agreement, to the requirement to maintain the Act Minimum Investment (without regard to depreciation or reappraisal) as described in Section 3.1 in service in the Project at all times, once that level has been achieved, in order to keep this Agreement in effect, the Company shall be entitled to remove, in its sole discretion, components of or Phases of the Project from the Project with the result that said components or Phases ("Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement.

Section 3.6. Damage or Destruction of Project.

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

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

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

Section 3.7. Condemnation.

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

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

Section 3.8. Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its corporate existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Notwithstanding the foregoing provisions, the Company may at any time engage on an as-needed basis in any corporate restructuring or merger

activities, the result of which may be the transfer or assignment of the benefits granted hereunder to a new entity, so long as the Company is the surviving entity in such restructuring or merger, and the resulting entity has a net worth at least as great as the Company at the time of such restructuring or merger.

Section 3.9. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary “state-of-the-art” manufacturing and design equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including, but not limited to, disclosures of financial or other information concerning the Company’s operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County’s police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall knowingly and intentionally disclose or otherwise divulge any such clearly identified and marked confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any such clearly identified and marked confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

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

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

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

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

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

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

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

(a) Terminate the Fee Agreement; or

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

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

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

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

Section 3.17. Indemnification. (a) The Company shall and agrees to indemnify, defend and save the County, including the members of the governing body of the County, and the employees, officers and agents of the County (herein collectively referred to as the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or Company arising from the conduct or management of, or from any work or thing done on the Project during the term of the Fee Agreement(s) (regardless of when said claim(s) is asserted), and, the Company shall further indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the term of the Fee Agreement (regardless of when said claim(s) is asserted) from: (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under the Fee Agreement, (iii) any act of the Company or any of its agents, contractors, servants, employees or licensees, related to the Project, (iv) any act of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, related to the Project, (v) any environmental violation, condition, or effect of, upon or caused by the Project, (vi) the County's execution of this Fee Agreement, (vii) performance of the County's obligations under this Agreement (viii) the administration of its duties pursuant to this Agreement, or (ix) otherwise by virtue of the County having entered into this Fee Agreement, other than for those claims occasioned by the Indemnified Parties' own willful misconduct or gross negligence or that of any employee or representative of the Indemnified Parties. The Company shall indemnify, defend and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from an Indemnified Party, the Company shall defend it in any such action, prosecution or proceeding with legal counsel reasonably acceptable to the County.

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

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

Section 3.18. Clawback. If the Additional Investment Requirement or the Additional Jobs Requirement are not satisfied between the Effective Date and the end of the Investment Period, each of the following subsections (a) – (c) shall apply:

(a) So long as the Company satisfies the Act Minimum Investment Requirement by the end of the Investment Period, the Company continues to be eligible for the Negotiated FILOT described in Section 3.1.

(b) The Company shall reimburse the County for a portion of the Special Source Revenue Credits received for each tax year in which the Company is entitled to receive Special Source Revenue Credits under Section 3.1 hereof, in an amount calculated as follows:

Repayment Amount = Total Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Additional Investment Requirement

Jobs Achievement Percentage = Actual Jobs Created / Additional Jobs Requirement

Notwithstanding the provisions of Section 317(a), if the Investment Achievement Percentage or Jobs Achievement Percentage is 90% or greater, such percentage shall be deemed to be at least 100%.

For example, and by way of example only, if the County granted \$100,000 in Special Source Revenue Credits, and \$6,303,000 had been invested at the Project and 11 jobs had been created between the Effective Date the end of the Investment Period, the Repayment Amount would be calculated as follows:

Jobs Achievement Percentage = 11 jobs/22 jobs = 50%

Investment Achievement Percentage = \$6,303,000/\$5,730,000 = 110%

Overall Achievement Percentage = (50% + 110%)/2 = 80%

Claw Back Percentage = 100% - 80% = 20%

Repayment Amount = \$100,000 x 20% = \$20,000

(c) The Company shall pay any amounts described in or calculated pursuant to this Section 3.18 within 30 days of receipt of a written statement from the County. If not timely paid by the Company, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this 3.17 survives termination of this Fee Agreement.

ARTICLE IV MISCELLANEOUS

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

AS TO THE COUNTY: Oconee County, South Carolina

County Administrator
415 S. Pine Street
Walhalla, South Carolina C 29691
Telephone: 864.638.4245
Facsimile: 864.638.4246
E-mail: smoulder@oconeesc.com

WITH A COPY TO:
(does not constitute notice)

Oconee County Attorney
David A. Root, Esquire
415 South Pine Street
Walhalla, South Carolina 29691
Telephone: 864.364.5332
Facsimile: 864.638.4246
droot@oconeesc.com

AS TO THE COMPANY:

Project Echo
ATTN: Julie Schulte
2775 Commerce Drive
Rochester Hills, Michigan 48309
Telephone: 248.852.6600

WITH A COPY TO:
(does not constitute notice)

Michael E. Kozlarek, Esquire
Kozlarek Law LLC
Post Office Box 565
Greenville, South Carolina 29602
Telephone: 864.729.1931
Email: michael@kozlareklaw.com

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

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

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

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

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

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

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

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

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

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

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

Section 4.13. *Transfer of Real Property.* As part of the County's offer of incentives to induce the Company to locate in the County, the County effected the transfer of the real property described on Exhibit A to the Company. The transfer of the property described on Exhibit A was, or is, further governed by additional documents, including Agreements for the Sale of Real Estate, a Limited Warranty Deed, and a Title to Real Estate.

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

OCONEE COUNTY, SOUTH CAROLINA

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

**(SEAL)
ATTEST:**

**By: _____
Clerk to County Council
Oconee County, South Carolina**

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

[PROJECT ECHO]

By: _____
Name:
Title:

EXHIBIT A
DESCRIPTION OF REAL PROPERTY

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

**EXHIBIT B
FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Amended and Restated Fee-in-lieu of Tax Agreement, effective [], 2018 ("Fee Agreement"), between Oconee County, South Carolina ("County") and [Project Echo] ("Company").

1. Joinder to Fee Agreement.

[] hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement; (b) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and that designation has been consented to by the County according to the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) the undersigned has all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

4. Notice.

Notices under Section 4.1 of the Fee Agreement shall be sent to:

[]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity

By: _____

Its: _____

IN WITNESS WHEREOF, the County consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

OCONEE COUNTY, SOUTH CAROLINA

By:

Its:

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: December 4, 2018
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Local ATAX - Oconee County PRT - \$25,000

BACKGROUND OR HISTORY:

A portion of Local ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission based on tourism impact of the project and approved by County Council. All external ATAX grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant.

These reports are placed in the grant folder, which is kept active by the PRT staff until the grant is considered complete. Internal projects through Oconee PRT are also funneled through local ATAX for eligible projects.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? No [review #2001-15 on Procurement's website]

If no, explain briefly: NO-ATAX grants

FINANCIAL IMPACT:

Beginning Local ATAX balance \$248,269

If all grants/projects approved/new balance will be: \$223,269

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes

If yes, who is matching and how much: Varies by grant!

ATTACHMENTS

Spreadsheet unanimously approved by PRT Commission on 11/15/18.

STAFF RECOMMENDATION:

Approval of ATAX grant recommendations per the attached spreadsheet.

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


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.

Dec-18

Local ATAX Recommendations-December 2018

Applicant	Funds	Requested Project Description	Amount Eligible for ATAX	PRT Commission Recommendation
<u>Internal Projects-Oconee PRT</u>				
2019 Interns- (One at each park)	\$15,000	Operations, marketing, maintenance, programming	\$15,000	\$15,000
Oconee PRT Promotional Products	\$5,000	As needed for trade shows, recruiting, park promotions	\$5,000	\$5,000
Palmetto Trail Marketing Collateral	\$5,000	As needed for grand opening/marketing campaign	<u>\$5,000</u>	<u>\$5,000</u>
		Total Internal Projects	\$25,000	\$25,000

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: December 4, 2018
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

AID Upstate – Letter of Support by Oconee County to Seek SC DHEC Grant Funding

BACKGROUND DESCRIPTION:

- AID Upstate (501(c)3 organization) is submitting for a SCDHEC grant application for \$10,500 to serve Oconee County residents.
- This grant application will not be seeking financial commitment by Oconee County.
- This is a Letter of Support to support our commitment to low-income persons medically diagnosed with HIV/AIDS and their families.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

Comments should be directed to Sharon DeRidder (grant related) 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 / No

If yes, who is matching and how much:

Approved by :  Grants

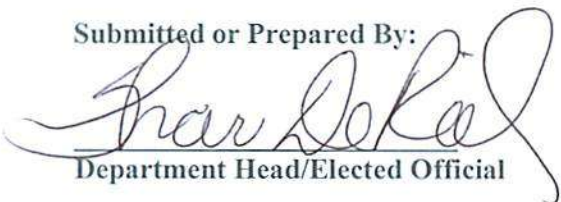
ATTACHMENTS

Letter for Ms. Cammick/Council Chairperson to sign.

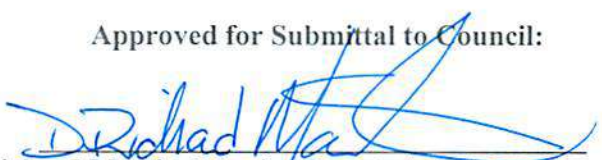
STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council approve and sign the attached Letter of Support for AID Upstate.

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.



**Oconee County
Council**



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

Phone: 864-718-1023
Fax: 864-718-1024

E-mail:
ksmith@oconeesc.com

Edda Cammick,
Chairwoman
District I

Wayne McCall
District II

Paul A. Cain
District III

Julian Davis, III
Vice Chair
District IV

J. Glenn Hart
Chair Pro Tem
District V



December 4, 2018

South Carolina Department of Health and Environmental Control
HIV/STD Division
2600 Bull Street
Columbia, SC 29201

Dear DHEC representative:

Oconee County is pleased to support AID Upstate's request to continue the provision of HOPWA eligible services to eligible individuals living with HIV in Oconee County, South Carolina. AID Upstate has provided HOPWA services since 1994, and has a 30-plus year history of providing services to individuals living with HIV and AIDS in Oconee, Pickens, Anderson, and Greenville Counties of upstate SC. AID Upstate provides a continuum of comprehensive HIV care services, and is the only entity to have such experience in delivering HOPWA services in Oconee County. The HIV Case Management services and referral network provide housing assistance and related supportive services to low-income persons living with HIV and their families, addressing a wide array of needs and barriers.

AID Upstate's \$10,500 funding request for Oconee County will serve low-income persons medically diagnosed with HIV/AIDS and their families (at or below 80 percent of area median income) that are eligible to receive HOPWA-funded assistance. Short-term assistance (not to exceed 21 weeks in a 52 week period) with rent, mortgage, and utilities (STRMU) is a core component to the assistance provided. Coordination with the SC DHEC voucher program for Tenant Based Rental Assistance (TBRA) is provided, along with development of housing care plans to avoid unstable housing situations. Permanent housing placement is offered to assist in helping individuals transition into affordable housing.

Providing housing assistance and related supportive services for this targeted special needs population is an essential component in addressing and overcoming barriers. The assistance with coordination, delivery of supportive services, and access to the range of other services offered by the Ryan White program are services that only AID Upstate is able to provide.

I hereby acknowledge AID Upstate's application, and consent for these services to be provided as prescribed by the Department of Housing and Urban Development and monitored for compliance by the South Carolina Department of Health and Environmental Control. I understand that if awarded, the service period will commence April 1, 2019 and continue for the period of the contract and subsequent amendments between AID Upstate and SC DHEC.

Sincerely,

Edda Cammick
Council Chairwoman

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 4, 2018
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

\$10,000FY18 Dollar General "The American Dream Literacy Initiative" grant application submission.

BACKGROUND DESCRIPTION:

- Dollar General "The American Dream Literacy" grant funding adult learners programs.
- Oconee County Public Library will be partnering with the School District of Oconee County-Adult Ed. Program
- County will not provide any matching dollars, Library staffing will support the Oconee County-Adult Ed. Program (morning or evening) program/s by offering the Walhalla Library's meeting room for AM / PM classes.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

Comments should be directed to Sharon DeRidder (Grants) or Quientell Walker (for Blair Hinson-Library) 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 : DVP Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : JD Grants

ATTACHMENTS

Grant application, Brief Program description and Budget.

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council approve the submission of this Dollar General Literacy \$10,000 grant.

Submitted or Prepared By:

Blair Hinson
Department Head/Elected Official

Approved for Submittal to Council:

D. Richard Martin
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.



apply.ala.org

qwalker@aconeesc.com American Dream Grants My Profile Sign Out



THE Literacy Initiative

- [Guidelines](#)
- [About](#)

Library Information

Proposal Pages

- [Library Information](#)
- [Project Information](#)

Project Director

The project director is responsible for implementing the project.

First Name **Malcolm**

Last Name **Walker**

Email Address **qwalker@aconeesc.com**

Phone Number **864-364-5721**

Extension

(optional)

Library Name **Coconee County Public Library, Wahnala**

Address Line 1 **501 W. South Broad St.**

Address Line 2

(optional)

City **Wahnala**

State **South Carolina**

ZIP Code **29691-2105**

9 digits, XXXX-XXXX. If you need to find your 4-digit sort code, you can [look it up at the website of the US Postal Service.](#)

Library Setting **Suburban/Rural**

Population Size **50,001 - 100,000**

Average Monthly Visitors **6000**

Website **http://aconeesc.org**

13%

What are the estimated literacy rates in the community?

High School Graduation Rate: 85%
Drop out rate: 2.8%

What is the community's high school graduation rate, and if available, dropout rate?

Data Collection and Community Engagement

How have data collection and community engagement helped you determine the needs of the adult learner population you serve? Please be as specific as possible. (250 words maximum)

The collection of data and dialog with our partner has shown that our previous beliefs on literacy on the county were inadequate. At the start it was believed that Oconee had an issue with meeting the needs of the Hispanic community as well as addressing the needs of people wanting to obtain a high school equivalency diploma (HSED). Instead, it was determined that the Oconee County Adult Education provides service for these communities. However, we did find out that the service was limited due to location and space.

Project Description

Describe in detail your proposed project for adult learners, including the following information in your narrative. (500 words maximum)

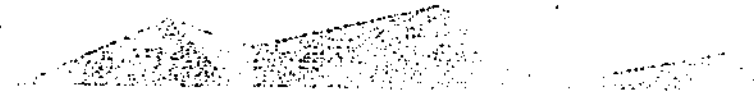
- What is the project design?
- Are the services new or an expansion of existing services?
- Whom will you be serving? Is this/are these population(s) new to your community?
- How will these literacy services for adult learners benefit the library and the community?
- Will your project include bookmobile-based literacy services for adult learners? If so, please describe your current bookmobile literacy services and how the proposed project will augment those services.

Project Description

Describe in detail your proposed project for adult learners, including the following information in your narrative. (500 words maximum)

- **What is the project design?**
- **Are the services new or an expansion of existing services?**
- **Whom will you be serving? Is this/are these population(s) new to your community?**
- **How will these literacy services for adult learners benefit the library and the community?**
- **Will your project include bookmobile-based literacy services for adult learners? If so, please describe your current bookmobile literacy services and how the proposed project will augment those services.**

The Oconee County Public Library System (OCPL) has implemented a new strategic plan, in which the focus is on providing better and consistent service to the community. The initial design of this project was to work in conjunction with the upcoming change in state law pertaining to literacy in elementary school. In short, this law requires that students must read at a third grade level; should one not succeed in doing this then he/she will be held back. This had started us to thinking on how we could broaden our services to meet this and other literacy needs in our area. Sometime later we became aware of this grant, and formed a committee to work on gathering the necessary information to complete the application. We have reached out and started a partnership with the Oconee County Adult Education (OCAE); this partnership was established to form a better understanding as to what is needed by the community. This partnership exposed a flaw in OCPL's understanding on ESL and high school equivalency diploma (HSED) preparation in Oconee County; for we believed that there was a waiting list to take part in these services. In short, should a person want to take an ESL or HSED course all one has to do is request it, and he/she will be enrolled. Instead, what is needed is an additional meeting location for the ELL and Civic Education Program. This would enable OCAE to increase access to this program. This program has been in a part of OCAE since the 1980s, but this will be the library's first time coordinating in providing additional access to the program. It is our intention to reach those in which English not primarily the first language as well as people in that need additional assistance in the proper usage of the English language. These services will assist the community by enabling participants to acquire meaningful employment as well as have a better grasp on what is occurring within the community.



THE Literacy Initiative

- [Guidelines](#)
- [About](#)

Update Successful

Project Budget and Justification

Proposal Pages

- [Library Information](#)
- [Project Information](#)
- [Project Budget and Justification](#)

Budget

Enter your project budget in the table below. Include a dollar amount for projected in-kind contributions. Please note:

- Total grant funds must not exceed \$10,000
- Funds will be awarded on a one-time basis
- Grant funds may not be used for bookmobile maintenance

	Grant Funds	In-kind Funds	Other Funding Sources	Total
Personnel				
Library staff, contractors, teachers and tutors	0.00	0.00	0.00	0.00
Collection Development				
Print, digital, software, and online resources	4000.00	0.00	0.00	4000.00
Outreach and Collaboration				
Materials, resources, and supplies for offsite services and programs	1000.00	0.00	0.00	1000.00
Printing, Design and Distribution				
Flyers, brochures, web design, etc.	500.00	0.00	0.00	500.00
Media, Marketing and Production				
Audio and video spots, videos for training and PR, website development, etc.	1000.00	0.00	0.00	1000.00
Technology				
Laptops, tablets, e-readers, etc.	3500.00	0.00	0.00	3500.00
Travel				
State and regional library literacy conferences, partner meetings, etc.	0.00	0.00	0.00	0.00

11/20/2018

American Dream Grants

Other **0.00**

Please explain in the comments below.

Total **10000.00** **0.00** **0.00**

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 4, 2018

ITEM TITLE:

Title: Engineering Services for Piggyback Landfill Pre-Design Work Plan and Preparing Permit Application Package

Department: Solid Waste

Amount: \$119,215.05

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2018-2019 budget process.

Finance Approval: Lactate Price

Assigned Solid Waste Reserve: \$1,017,942.00

Project Cost: \$119,215.05

Balance: \$898,726.95

BACKGROUND DESCRIPTION:

Smith Gardner has been the On Call Engineering Firm for Oconee County Solid Waste since February 2012 – Beginning with RFQ 11-10 which expired February of 2017. RFP 16-09 was issued and Awarded / Approved by County Council to Smith Gardner, Inc., for Engineering Services for Solid Waste on January 17, 2017.

The Solid Waste department wishes to contract with Smith Gardner to provide engineering services for:

Expansion of the Class 2 C&D landfill: Since 2016, Smith Gardner, Inc has been working to expand the Class 2- C&D landfill by piggybacking the C&D on top of the closed Class 3 landfill which consists of approximately 85 acres. This expansion would increase the Class 2 landfills life from about 7 years to between 50-75 years of space depending on the final design and approval by SC DHEC. The Demonstration of Need and public hearing phase was completed and approved in October, 2018.

Preparation of Permit Application Package: The next phase of the project consists of pre-design of determination of waste limits at the landfill and then preparing and submitting the permit application which consists of the following: Pre-Design Regulatory Meeting; Completed Permit Application on a form provided by the DHEC; Engineering Drawings; Engineering Report; Operating Plan; and a Groundwater Monitoring Plan. This process can take approximately 2-5 years to complete based upon SC DHEC questions, comments or concerns along with public hearings and comment periods.

ATTACHMENT(S):

1. Smith Gardner Piggyback Pre-Design Proposal \$25,365.00
2. Smith Gardner Permit Application Package Proposal \$93,850.05 (\$89,381 plus 5% contingency of \$4,469.05)
3. Budget Transfer

STAFF RECOMMENDATION:

It is the staff's recommendation that Council

(1) Approve the award of engineering services to Smith Gardner, Inc of Raleigh, NC in the amount of \$119,215.05 for

* Piggyback Pre-design in the amount of \$25,365.00

* Landfill Expansion Permit Application Package in the amount of \$93,850.05.00 (includes a 5% contingency of \$4,469.05)

*****CONTINUED ON PAGE 2*****

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.

- (2) Authorize the County Administrator to approve any Change Orders within the contingency amount
- (3) Approve transfer funds from the Solid Waste Reserve 10 Fund to a Solid Waste Professional Services 12 Fund.

Submitted or Prepared By: Tronda C. Popham Approved for Submittal to Council: Richard Martin
Tronda Popham, Procurement Director 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.

SMITH+GARDNER

ENGINEERS

ARCHITECTS

14 N. Boylan Avenue Raleigh NC 27603

PLANNERS

919.928.0577

INTERIORS

www.smithgardner.com

July 26, 2018

Mr. Swain Still
Solid Waste Director
Oconee County
P.O. Box 1766
Seneca, South Carolina 29679

**RE: Proposal for Pre-Design Work Plan of Class Two Landfill Piggyback
Oconee County Class Two Landfill Expansion
Oconee County, South Carolina**

Dear Mr. Still:

Smith Gardner, Inc. (S+G) is pleased to submit the following scope of work and cost proposal for professional environmental services to Oconee County (County). This proposal is for the pre-design work plan of the County's Seneca Class Two Landfill expansion, involving a piggyback vertical expansion over the County's existing landfill facility, including Class 2 and Class 3 landfills. S+G has previously submitted the Demonstration of Need (DON) application to the South Carolina Department of Health and Environmental Control (DHEC) to begin the permitting process for this expansion.

Provided below is our scope of work along with a budget and schedule to accomplish this task.

SCOPE OF WORK

Task 1 – Determination of Waste Limits

The base grade of the closed Class Three landfill is not uniform and as-built construction documents are not available. In order to better understand the waste placement within the closed Class Three landfill footprint, S+G proposes to utilize both a geophysical survey as well as direct-push drilling to more accurately determine bottom elevations of waste.

The geophysical survey includes non-intrusive, ground-based electromagnetic (EM) detectors equipped with Global Positioning System (GPS) units to provide accurate mapping of the margins and thicknesses of the waste within the Class Three landfill. S+G will contract with an experienced geophysical survey contractor to conduct a frequency-domain electromagnetic (FDEM) terrain conductivity survey to delineate the limits and approximate depth of waste within both the Phase 1 and 2 areas of the closed Class Three landfill. The work will be completed using a GF Instruments' CMD Explorer electromagnetic terrain conductivity meter. The CMD Explorer is capable of integrating with a global positioning meter for real-time accurate locational data. After completion of the fieldwork, the geophysical contractor will prepare a report with geo-referenced maps summarizing the field activities, findings, and conclusions. It is anticipated that the geophysical survey field work can be completed in one (1) week].

Mr. Swain Still
 July 26, 2018
 Page 2 of 3

S+G will contract with a drilling company to conduct direct-push drilling, in order to more accurately determine the depth of waste. This drilling will be done after completion of the geophysical survey to obtain additional subsurface information. It is anticipated that the drilling activities can be completed in two (2) days.

Task 2 – Work Plan Development

Because of the DHEC’s limited regulatory experience with piggyback (Class Two over Class Three) landfills, S+G will develop several design alternatives for the piggyback landfill with input from Oconee County. Using these preliminary alternatives, S+G will then hold a meeting with DHEC personnel in order to determine feasibility of the proposed alternatives. If an alternative acceptable to both the DHEC and Oconee County and which conforms with S+G’s engineering judgement and experience is developed, S+G will submit a proposal to develop the permit application required for expansion.

BUDGET

Services will be billed according to S+G’s Standard Fee Schedule (previously attached) on a not-to-exceed basis. The following table provides the estimated budget for this project:

Description	S+G Labor Hours	S+G Labor Costs	Subcontractors & Expenses	Estimated Total
Class Two Landfill Piggyback Expansion Pre-Design Work Plan	Project Engineer (Drafts) 38 hrs. x \$110/hr	\$4,400	\$0	\$4,400.00
	Civil Designer (Driessen) 10 hrs. x \$90/hr	\$900	\$120	\$1020.00
	Senior Engineer (Smith) 16 hrs. x \$205/hr	\$3,280	\$300	\$3,580.00
	Senior Engineer (Scheer) 20 hrs. x \$173/hr	\$3,460	\$0	\$3,460.00
	Staff Engineer (Brownson) 8 hrs. x \$75/hr	\$600	\$240	\$840.00
Geophysical Survey	Project Engineer (Drafts) 2 hrs. x \$110/hr	\$440	\$17,765	\$18,205.00
Direct-Push Drilling	Staff Engineer (Brownson) 8 hrs. x \$75/hr	\$600	\$5,235	\$5,835.00
Total:				\$37,340.00
Credit from PO 52487				-\$11,975.00
New Purchase Order Total:				\$25,365.00

Mr. Swain Still
July 26, 2018
Page 3 of 3

The budget presented above represents a reasonable estimate based on our experience on this site as well as our experience in the preparation of similar design plans for other landfill facilities. If unexpected conditions arise such that the estimate costs will be exceeded, the County will be notified so that the budget can be adjusted accordingly. A credit of \$11,975 from work associated with Oconee County Purchase Order 52487, a previous phase of expansion work involving the DHEC DON, will be applied to invoices relating to this phase of the project.

SCHEDULE

S+G is prepared to begin work on this project immediately following the full approval of the DON from the DHEC. It is anticipated that a selection of an acceptable alternative can be made within twelve (12) weeks following approval of the DON and completion of the geophysical survey.

We appreciate the opportunity to work with Oconee County on this project. If you have any questions, or require further information, please contact us at (919) 828-0577.

Sincerely,
SMITH GARDNER, INC.

DocuSigned by:
Kaitlen R. Drafts
99357725848468...

Kaitlen R. Drafts, P.E.
Project Engineer, ext. 305
kate@smithgardnerinc.com

DocuSigned by:
C. Kevin Anderson
19372424158488...

C. Kevin Anderson, P.G.
Senior Geologist, ext. 223
kevin@smithgardnerinc.com

cc: Amy Woody, Oconee County
File

SMITH+GARDNER
ENGINEERS

ADDRESS	TEL	WEB
14 H. Boylan Avenue, Raleigh NC 27603	919.828.0577	www.smithgardnerinc.com

November 21, 2018

Mr. Swain Still
Solid Waste Director
Oconee County
P.O. Box 1766
Seneca, South Carolina 29679

**RE: Proposal for Preparation of Permit Application Package
Class Two Landfill Expansion (Permit No. 371001-1202)
Oconee County**

Dear Mr. Still:

Smith Gardner, Inc. (S+G) is pleased to provide this proposal for engineering and environmental services to be performed by S+G related to the proposed expansion of the County's Class Two landfill (Solid Waste Permit Number 371001-1202) located off Wells Highway in Seneca, South Carolina.

BACKGROUND

In September 2017, S+G submitted a package to the South Carolina Department of Health and Environmental Control (DHEC) requesting a determination on the demonstration of need, solid waste management plans, zoning, and certain buffers for a lateral and vertical expansion of the County's existing Class Two landfill. The proposed expansion includes placement of construction and demolition debris on top of the closed Class Three municipal solid waste (MSW) landfill (Solid Waste Permit Number 371001-1101, as well as areas to the south and southeast of the County's current landfill operations. The purpose of the proposed expansion is to provide additional capacity for disposal, as well as further closure cap protection for the closed Class Three MSW landfill.

The DHEC issued a final decision on the proposed expansion in their letter dated October 10, 2018, thereby approving Oconee County to proceed with the next step of the process by submitting a technical application for a Class Two landfill permit.

The following presents our proposed scope of services and budget to prepare a technical application for a Class Two landfill expansion for submittal to the DHEC.

SCOPE OF SERVICES

S+G will prepare and submit a Permit application package for expansion of the Class Two landfill in accordance with *South Carolina Regulation 61-107.19, Solid Waste Management: Solid Waste Landfills and Structural Fill*. The items to be completed include the following:

Mr. Swain Still
November 21, 2018
Page 2 of 5

- Pre-Design Regulatory Meeting;
- Completed Permit Application on a form provided by the DHEC;
- Engineering Drawings;
- Engineering Report;
- Operating Plan; and
- Groundwater Monitoring Plan.

A more detailed explanation of each of the above components follows below.

Pre-Design Regulatory Meeting: Prior to initiation of design activities, S+G personnel will meet with DHEC solid waste personnel to discuss the planned components of the landfill permit design package. One of the main items to be discussed will include the proposed design of the base of the Class Two landfill in the areas where it will be placed on top of the closed Class Three landfill. Additionally, S+G will discuss alternatives for the final closure timeline for the landfill cells as the expansion is constructed and filled. Conceptual drawings and other items will likely be prepared for use at the DHEC meeting.

Completed Permit Application on a form provided by the DHEC: DHEC form D-1932 will be completed for this Permit application. The form generally provides the facility and land owner names along with the project location and signatures of owner/operator representatives.

Engineering Drawings: In accordance with R.61-107.19, Part IV, H.4.a, S+G will prepare engineering drawings for the Class Two landfill expansion. The plans will set forth the proposed landfill location, property boundaries, adjacent land uses and construction details. Specific items to be included in the drawing set are as follows:

- Existing conditions with property boundaries;
- Grading plans;
- Final cover system;
- Erosion control plans; and
- Additional engineering features and details as required.

Engineering Report: In accordance with R.61-107.19, Part IV, H.4.b, S+G will prepare an engineering report for the Class Two landfill expansion. The engineering report will contain a comprehensive description of the existing site conditions and an analysis of the proposed landfill expansion. The report will include the following items:

- A current 7.5 minute quadrant map;
- Source and description of cover material to be used;
- Final cover system design;
- Analytical methods and assumptions;
- Technical references;
- Materials of construction and construction practices;
- Closure and post closure requirements; and
- Erosion and sedimentation control plan.

Mr. Swain Still
November 21, 2018
Page 3 of 5

Note that based on discussions with DHEC personnel, S+G assumes that a liner/leachate collection system will not be required for proposed landfill expansion.

Operating Plan: A general operating plan for the proposed Class Two landfill expansion will be prepared by S+G. The operating plan will include the expected life of the landfill expansion, the maximum quantity of solid waste the landfill will be capable of receiving over the operational life of the landfill, and the maximum rate at which the landfill will receive the waste during the design life of the landfill. The plan will include the following items:

- o Operation drawings:
 - o Drawings for landfill development;
 - o Existing conditions, including limits of existing disposal areas;
 - o Progression of construction cells for incremental construction;
 - o Progression of operation, initial waste placement, daily operations, transition contours, and final contours;
 - o Stormwater controls for active and inactive waste units;
 - o Buffer zones, restricted use areas; and
 - o Stockpile and borrow areas.

- o Operation report, providing a narrative discussion addressing the operational requirements of the landfill including:
 - o Waste acceptance and disposal requirements;
 - o Cover material requirements;
 - o Vector control;
 - o Fire prevention;
 - o Contingency plan describing landfill operations in the event of a fire or other threatening event;
 - o Access and safety requirements;
 - o Erosion and sedimentation control requirements;
 - o Drainage control and water protection requirements;
 - o Liquids restrictions;
 - o Recordkeeping requirements; and
 - o Spreading and compacting requirements.

Groundwater Monitoring Plan: S+G will update the groundwater monitoring plan for the site to account for the Class Two landfill expansion. This plan will include information on the proposed groundwater monitoring system, sampling and analysis requirements, and detection monitoring requirements.

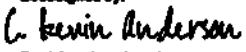
Mr. Swain Still
November 21, 2018
Page 4 of 5


BUDGET

S+G proposes to undertake the above scope on a time and materials basis for the not to exceed budget amount of \$93,850.05 as itemized by task in the attached table. Tasks include an estimated budget for preparation of responses to comments from the DHEC and a five percent (5%) contingency. S+G will keep the County informed of our budget status and will not exceed the proposed budget without prior approval. Note that it is assumed that unused budget from earlier tasks will be available for ensuing tasks. Also, costs for additional meetings that may be requested by the DHEC are not included in this cost proposal.

Smith Gardner, Inc. is pleased to be of continued service to Oconee County. If you should have any questions, or require additional information, please contact us at your earliest convenience.

Sincerely,
SMITH GARDNER, INC.

DocuSigned by:

Kevin Anderson, P.G.
Senior Geologist
kevin@smithgardnerinc.com

DocuSigned by:

Pieter K. Scheer, P.E.
Vice President, Senior Engineer
pieter@smithgardnerinc.com

h:\projects\oconee county (sc)\00 oc admin\proposals\2018\piggyback full design & permitting proposal\s+g oconee piggyback permit application package proposal (2018).docx

Cost Estimate

**Oconee County
Class Two Landfill Expansion
Cost Estimate**

Personnel/Item	Hourly Rate	Anticipated Hours	Expenses	Estimated Total
Pre-Design Regulatory Meeting				
Kevin Anderson, P.G.	\$142.00	4		\$568.00
Stacey A. Smith, P.E.	\$205.00	16	\$250.00	\$3,530.00
Pieter Schuur, P.E.	\$173.00	16	\$500.00	\$3,268.00
Chris Jones	\$116.00	4		\$464.00
			Task Subtotal	\$7,830.00
Permits Application Form				
Kevin Anderson, P.G.	\$142.00	1		\$142.00
Pieter Schuur, P.E.	\$173.00	1		\$173.00
John Farrington, P.E.	\$91.00	2		\$182.00
Patrick Brownson, P.E.	\$91.00	2		\$182.00
			Task Subtotal	\$679.00
Engineering Drawings				
Kevin Anderson, P.G.	\$142.00	6		\$852.00
Pieter Schuur, P.E.	\$173.00	24		\$4,152.00
Stacey A. Smith, P.E.	\$205.00	8		\$1,640.00
John Farrington, P.E.	\$91.00	60		\$5,460.00
Patrick Brownson, P.E.	\$91.00	80		\$7,280.00
Chris Jones	\$116.00	100		\$11,600.00
Plotting of Drawings			\$1,000.00	\$1,000.00
			Task Subtotal	\$31,984.00
Engineering Report				
Kevin Anderson, P.G.	\$142.00	8		\$1,136.00
Pieter Schuur, P.E.	\$173.00	24		\$4,152.00
John Farrington, P.E.	\$91.00	60		\$5,460.00
Patrick Brownson, P.E.	\$91.00	80		\$7,280.00
Chris Jones	\$116.00	8	\$500.00	\$1,428.00
			Task Subtotal	\$19,456.00
Operating Plan				
Kevin Anderson, P.G.	\$142.00	8		\$1,136.00
Pieter Schuur, P.E.	\$173.00	16		\$2,768.00
John Farrington, P.E.	\$91.00	30		\$2,730.00
Patrick Brownson, P.E.	\$91.00	40		\$3,640.00
Chris Jones	\$116.00	8	\$500.00	\$1,428.00
			Task Subtotal	\$11,702.00
Groundwater Monitoring Plan				
Kevin Anderson, P.G.	\$142.00	40	\$250.00	\$5,930.00
Pieter Schuur, P.E.	\$173.00	4		\$692.00
John Farrington, P.E.	\$91.00	8		\$728.00
Patrick Brownson, P.E.	\$91.00	8		\$728.00
Chris Jones	\$116.00	8		\$928.00
			Task Subtotal	\$9,006.00
Responses to DHEC Comments				
Kevin Anderson, P.G.	\$142.00	16		\$2,272.00
Pieter Schuur, P.E.	\$173.00	8		\$1,384.00
John Farrington, P.E.	\$91.00	24		\$2,184.00
Patrick Brownson, P.E.	\$91.00	16		\$1,456.00
Chris Jones	\$116.00	8	\$500.00	\$1,428.00
			Task Subtotal	\$8,724.00
			Total	\$89,381.00
			Contingency (5%)	\$4,469.05
			TOTAL (with Contingency)	\$93,850.05

Description Change
 Transfer Request

OCONEE COUNTY, SOUTH CAROLINA
 BUDGET REVISION FORM

11/26/2018

DATE OF REQUEST

FY 18/19
 FISCAL YEAR

SOLID WASTE
 DEPARTMENT NAME

SIGNATURE OF DEPARTMENT DIRECTOR



TRAFSE	LINE ITEM ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT TO TRANSFER
	0127183002500000	PROFESSIONAL	\$119,216
		LINE ITEM DESCRIPTION	AMOUNT TO TRANSFER
		LINE ITEM DESCRIPTION	AMOUNT TO TRANSFER
		LINE ITEM DESCRIPTION	AMOUNT TO TRANSFER
		LINE ITEM DESCRIPTION	AMOUNT TO TRANSFER

EXPLAIN WHY THIS ITEM(S) IS NEEDED AND WHY IT WAS NOT INCLUDED IN THE ORIGINAL BUDGET.
 THESE FUNDS ARE FOR ENGINEERING SERVICES FOR CLASS II PIGGYBACK PREDESIGN AND CLASS II PIGGYBACK PERMIT APPLICATION PACKAGE.

YES NO WAS THIS ITEM PREVIOUSLY CUT FROM YOUR BUDGET DURING THE BUDGET PROCESS?

TRAFSE	LINE ITEM ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT TO TRANSFER
	0100010010475084	SOLID WASTE RESERVE	\$119,216
		LINE ITEM DESCRIPTION	(Round up to the nearest whole dollar)
		LINE ITEM DESCRIPTION	AMOUNT TO TRANSFER
		LINE ITEM DESCRIPTION	(Round up to the nearest whole dollar)

WHY ARE THERE EXCESS FUNDS IN THIS ACCOUNT? WHAT ITEM WILL NOT BE NEEDED DURING THE BUDGET PROCESS?
 THESE FUNDS ARE FOR ENGINEERING SERVICES FOR CLASS II PIGGYBACK PREDESIGN AND CLASS II PIGGYBACK PERMIT APPLICATION PACKAGE.

<input type="checkbox"/> FUNDS AVAILABLE	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED
D. Rick Martin - Interim County Administrator Ladale Price - Director of Finance		

SOLID WASTE - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 13, 2018

ITEM TITLE:

Title: Solid Waste Education Facility Grant

Department: Solid Waste

Amount: \$ 120,000

FINANCIAL IMPACT:

The Solid Waste Department has applied and received the Pete & Sally Smith grant in the amount of \$50,000 and was awarded the full amount. Also, the department also receives approximately \$10,000 per year from the Duke Energy Relicensing Agreement to be used for environmental education of students in Oconee County. There is currently over \$20,731 in the account and the next \$10,000 installment should be deposited around November 2018. Some funds from the Solid Waste Departments general fund will be used for small items. Total completion of project will take approximately 2 years. Finance Approval: *Ladole Puce*

BACKGROUND DESCRIPTION:

The project is to build an education center on the grounds of the Oconee County Solid Waste Complex to provide a building adequate for providing education and seminars for students in grades K5-5th grade. Oconee County Solid Waste's recycling coordinator has partnered with KOBA (Keep Oconee Beautiful Association) in providing a short 30 minute presentation on litter and recycling in the elementary schools each year. Principals and teachers have asked if there is a way to bring the kids onsite to provide a hands on approach and go over items such as littering, composting, recycling and the anatomy of a landfill. The education center will be used to bring Oconee County K5-5th grade on tours of the Solid Waste Complex for recycling, composting, and other waste presentations. The complex will have a mulch/compost area and will have a small site next to the education center for the kids to experience how to compost for themselves. The center will also have dioramas of landfills that will be used to explain how landfills are constructed and the importance of reusing and recycling to prevent the current landfills from becoming full. Currently, the Solid Waste & Recycling Department does not have anywhere to have presentations for large groups of students. This center will be built directly across the parking lot from the Solid Waste Complex Main Office. Max occupancy will be approximately 115. This project would accomplish this goal.

ATTACHMENT(S):

1. Pete & Sally Smith Foundation Grant Submittal and Award.

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve this project.
2. Approve staff to begin work utilizing funds available from the Pete & Sally Smith Grant, the Duke Energy Relicensing AGT fund, and as other DHEC grants available, and small items from Solid Waste General Fund.

Submitted or Prepared By: *Swain Still*

Swain Still, Solid Waste Director

Approved for Submittal to Council: *D. Richard Martin*

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.

THIS IS A SYSTEM GENERATED MESSAGE.

Thank you for your submission. Your application has been submitted successfully, and the tracking number is 268948.

For your records, here is a copy of the contents of your application.

Instructions

Wells Fargo Philanthropic Services provides grant administration services for various foundations. Guidelines, deadlines, and submission requirements are unique to each foundation.

Please visit our [website](#) for specific details prior to applying for a grant.

General Criteria, and Limitations

- Qualifying tax-exempt 501(c)(3) organizations are eligible to apply for grants consistent with the purposes of the foundation to which they are applying.
- Applicants that have previously received funds must be in good standing with respect to any required status reports or other conditions imposed before submitting a new proposal.

Communication

- Applicants will receive an email acknowledging receipt of their request.
- If a grant is approved, the grantee may be required to sign and return a grant agreement prior to receiving funds.
- Progress reports and completion reports may also be required for approved grants.

Tips

- Review the entire application and gather the necessary information before entering any answers.
- Compose long answers using word-processing software, and then copy/paste your answers into the application form.
- Please use correct grammar and do not use all capital letters.

- Do not close your browser window without saving your progress. Your information will be lost.
- Add grantadministration@wellsfargo.com to your address book to prevent aggressive spam filters from blocking our system-generated email replies.
- To return to a saved application, refer to the instructions in your account set-up email.
- If you are experiencing problems with your web browser, delete your history and cookies (in Internet Explorer, click on "Tools/Internet Options/Delete Browsing History").

Questions? Visit our website wellsfargo.com/privatefoundationgrants or contact us at grantadministration@wellsfargo.com or 1-888-234-1999.

For technical support with this website please call 1-888-235-4351.

Foundation selection

Foundation selection

Foundation name

Pete and Sally Smith Foundation

If you are looking for a specific foundation that is not listed, please contact us for assistance.

Tax exempt status

IRS Information

Federal Tax Identification Number (TIN)

Federal Tax Identification Number of the tax-exempt organization applying for grant

576000391

Organization name per IRS Exempt Organizations Business Master File (EO BMF)

Tax exemption date

Date of most recent Internal Revenue Service determination letter recognizing the organization's tax-exempt status

12/31/2017

Entity type

Enter the Internal Revenue Code sections describing the organization's tax-exempt status as recognized by the Internal Revenue Service.

(for example, IRC Sections 501(c)(3) and 509(a)(2)).

County Government

Additional exemption status comments (optional)

Please note: Your organization may be required to submit additional information regarding its current tax-exempt status if it is otherwise deemed eligible to receive grant funds.

Fiscal agent or sponsor

Fiscal agent or sponsor?

If any grant funds awarded would be used by an entity other than the tax-exempt organization identified above, describe the relationship between such other entity(ies) and the identified organization.

None.

Contact information

Organization name

Organization name

Enter the full legal name of the organization to be contacted regarding this application. If this name differs from the name on file with the IRS for the taxpayer identification number provided at the beginning of this application, please explain (e.g., "applicant organization is one of multiple chapters covered under a group tax exemption for the taxpayer ID provided").

Oconee County- Solid Waste & Recycling Department

Also Known As/Doing Business As

If the organization is known by other names, enter each such name below.

Oconee County Solid Waste & Recycling

Mailing address

Street address/PO Box

P.O. Box 1766

City

Seneca

State

SC

Zip Code

29679

Additional details

Physical address

(if different from mailing address)

Oconee County Solid Waste & Recycling
15028 Wells Hwy
Seneca, SC 29678

Main Phone

864-888-1440

Website

<https://oconeesc.com/solid-waste-home>

Email address for general inquiries

solidwasteinfo@oconeesc.com

Primary contact for this application

Prefix

Mr.

First name

Swain

Middle name/initial

T

Last name

Still

Suffix

Title

Solid Waste Director

Email address

sstill@oconeesc.com

Office phone

864-888-1440

Mobile phone

864-723-5519

Request summary

Request summary

Requested amount

50,000.00

Type of support

Project / Program Support

Request/project title

Oconee County Solid Waste & Recycling Education Center

Request summary

Describe specific purposes for which any grant funds awarded from this foundation will be used (e.g., specific equipment, overall project funding, etc.).

The cost of the entire project is \$125,000. Funds from this grant would be used as follows:

Approximately a 42 x 60 Metal Building:\$28,000

Concrete Floor: \$7,000

Plumbing: \$4,000

Electrical: \$6,000

Doors, Windows, Bathroom Fixtures: \$5,000

Funds to complete the education center come from a Duke Power yearly grant, SC Dept. of Environmental Control grant, and the Oconee County Solid Waste Operating Budget.

Common goals

Describe how a grant to your organization would further the foundation's mission and the priorities of the foundation.

The education center will be used to bring Oconee County K5-5th grade on tours of the Solid Waste Complex for recycling, composting, and other waste presentations. The complex has a mulch/compost area and will have a small site next to the education center for the kids to experience for themselves. The center will also have dioramas of landfills that will be used to explain how landfills are constructed and the importance of reusing and recycling to prevent the current landfills from becoming full. These goals align with the foundation's environment and education mission of educating children. Currently, the Solid Waste & Recycling Department does not have anywhere to have presentations for large groups of students. This center will be built directly across the parking lot from the Solid Waste Complex Main Office. Max occupancy will be approximately 115.

Demographics

Program area served

Environment/Animals

Geographical area served

-Oconee County

Population served

General Population - General/Unspecified

Age group served

Grade School Age (6-13 years)

Gender served

General/Unspecified

Demographics comments (optional)

Oconee County, SC has on average a little more than 10,000 students enrolled in the Oconee County School District. K5-5th grade typically has between 4,000-5,000 students each year.

Request detail

Request detail

Describe the objectives of the project or program to be funded.

The project is to build an education center on the grounds of the Oconee County Solid Waste Complex to provide a building adequate for providing education and seminars for students in grades K5-5th grade. Oconee County Solid Waste's recycling coordinator has partnered with KOBA (Keep Oconee Beautiful Association) in providing a short 30 minute presentation on litter and recycling in the elementary schools each year. Principals and teachers have asked if there is a way to bring the kids onsite to provide a hands on approach and go over items such as littering, composting, recycling and the anatomy of a landfill. This project would accomplish this goal.

Describe the implementation plan for the project or program. Include at least three specific actions your organization will take in order to achieve results.

Once the funds of this grant have been acquired, the project will start with grading the area. This task will be done in-house using county equipment. The foundation and initial plumbing will be installed. The metal building will be installed by the manufacturer. The electrical and final plumbing will be completed by county staff of the facility maintenance crew. Funds from the county and other grants will be used to finish the building with insulation, sheetrock, computer/internet equipment, shrubbery, and presentation equipment.

What criteria does (or will) your organization use to measure the success of the project or program?

(Example: Of the 400+ persons we serve/reach, we anticipate that approximately 200 will benefit in the manner described below, whereas without our program no more than 50 might reasonably have been expected to achieve the same result. This expectation is based on statistics from prior similar projects we have successfully conducted.)

Of the 10 elementary schools and the 4,000-5,000 students we serve, we anticipate approximately 1,000-2,000 students per year once the project is complete. These numbers are based on bringing at least one entire class grade from each elementary school. As the program grows, we expect the number of tours to increase. We hope to have the building completed for the start of the 2019-2020 school year.

Collaboration

Briefly describe any formal or informal collaborative ventures your organization has established (or will establish) with other entities serving similar purposes that may be relevant to this grant request.

We are currently partnered with KOBA which is the Oconee County affiliate of Keep America Beautiful. They provide education to elementary schools on litter. They would help provide some of the materials and education for the students.

Project background

If this grant request relates to an ongoing project or program, how long has the project or program been operating?

Oconee County reinstated the Recycling Coordinator position about 4 years ago due to the county deciding to increase awareness for recycling in order to help cut costs longterm in the disposal of waste. Our education program started in the schools and has rapidly increased to where we are needing space to provide fieldtrips for students.

Timeline

Start date

If a grant is awarded, when does your organization anticipate being able to begin using the funds for the requested purpose?

08/01/2018

End date

If a grant is awarded, when would the requested funds likely be exhausted?

03/01/2019

Timeline

Provide any other relevant dates relating to the project or program for which grant funds would be used (milestones, interim check-ins, etc.).

If the funds were granted in 2018, we hope to get started on the building by August, 2018 and be ready to start finishing it by March 1, 2019.

Project finances

Project budget total (U.S. dollars)

(Format example: \$50,000)

\$125,000

Project budget detail

Provide a concise budget for the project listing major expense categories (if requesting general operating support, enter "not applicable").

The cost of the entire project is \$125,000. Funds from this grant would be used as follows:

42 x 60 Metal Building:\$28,000 {From Pete & Sally Smith Foundation}

Concrete Pad: \$7,000 {From Pete & Sally Smith Foundation}

Plumbing: \$4,000 {From Pete & Sally Smith Foundation}

Electrical: \$6,000 {From Pete & Sally Smith Foundation}

Doors, Windows, Bathrooms and Fixtures: \$5,000 {From Pete & Sally Smith Foundation}

Insulation:\$15,000

Septic: \$4,000

HVAC: \$12,000

Computer/Internet/Network Equipment/Projector: \$9,000

Inside Framing: \$6,000

Drywall: \$6,000

Furniture/Tables/Chairs: \$6,000

Paint: \$4,000

Flooring: \$13,000

Other project funding

List other sources that may fund this project. Include other pending grant requests, providing entity name, amount requested, and current status of each. If these sources do not fully fund the project, what other sources of funding will your organization pursue?

Have applied for \$9,000 from South Carolina Department of Environmental Control (SC DHEC). This is max amount we can ask for through this grant.

Duke Power Yearly Endowment of \$10,000 for relicensing of facility. Currently, have \$20,500 in an account. Will get another \$10,000 in December 2018. This would give a total of \$39,000. The rest of the funding would come through the yearly funds of the Solid Waste Department.

Organization details

Organization summary

Organization type

Select the classification that best describes your organization's primary purpose.

Environment/Animals

Mission

Briefly summarize your organization's current mission.

The mission of the Oconee County Solid Waste Department is to be a leader in solid waste management by developing and implementing programs and services, which protect natural resources, reduce waste, facilitate recycling, and minimize impacts to the environment. The Oconee County Solid Waste Department proudly serves the citizens, industries, businesses, and municipalities within the boundaries of our beautiful county, and supports the

overall mission of Oconee County to protect and enhance our communities, heritage, and environment.

People

Board members

List your organization's current board members, officers, and trustees, as applicable. Please limit each entry to one line only. Extra blank lines are not needed between entries.

Format: name, position/title at your organization, name of employer, professional title

Currently do not have a Solid Waste Board. The Solid Waste Department is consist of the following management staff:

Solid Waste Director: Swain Still

Asst. Director: Amy Woody

Office Manager: Bobbie Miller

Recycling Coordinator: Maureen Whitman

Landfill Crew Leader: Luke Stone

Transportation Crew Leader: Timothy Hill

Recycle Center Crew Leader: Greg Elrod

Number of paid staff, full-time

35

Number of paid staff, part-time

9

Number of volunteers

4

Organization finances

Current fiscal year finances

Total annual budget

*Enter the total amount (in U.S. dollars) of your organization's annual budget for its current fiscal year.
(Format example: \$50,000)*

3,834,899

Organization budget detail

*Provide a brief budget for your current fiscal year that breaks down the above overall total by category.
(suggested categories: program services, salaries, fundraising, capital improvements, equipment, recruiting, etc.).
One budget item per line (Format example: \$50,000)*

Salary and Wages 1,145,203

Overtime 5,000

Social Security 86,959

Retirement 153,805

Workers Compensation 45,874

Health Insurance 338,143

ARC - Retiree Health Plan -

Dental -

Vision -

Salary and Wage Totals 1,774,984

Travel -

Equipment Maintenance 32,000

Professional 220,000

Equipment Rental 2,000

Copier Click Charges 1,500

Advertising 10,000

Dues: Organizations 215

Staff Development 2,200

Building/Grounds Maintenance 19,000

Electricity 60,000

Water/Sewer/Garbage 8,000

Safety Equipment 9,000

Small Equipment 6,000

Operational 12,000
Postage -
Food 500
IT Replacement Equipment/Software -
Uniforms/Clothing 22,500
Equipment, Capital Expenditures -
Vehicles, Capital Expenditures 6,000
Testing Wells 70,000
Tipping Fees/MSW Disposal 1,275,000
Impact Fees for Tires 25,000
General Gravel Use 20,000
Vehicle Maintenance 150,000
Gasoline 9,000
Diesel 100,000
Expenditure Total 2,059,915
Department Total 3,834,899

Budget changes

Summarize any significant changes in your current year budget since initially established.

No significant changes.

What percentage of your budget is allocated to administrative expenses?

46 percent

Complete the following sections using information included on your organization's most recently filed tax return.

Enter "N/A" for items that are not applicable. If your organization does not file a tax return, use information from its most recent financial statement.

Prior fiscal year finances

For fiscal year ending:

(Format example: mm/dd/yyyy)

06/30/2017

If your organization did not file a tax return for its prior fiscal year, explain why:

Revenue

Contributions and grants

(Format example: \$50,000)

\$53,500

Program service revenue

(Format example: \$50,000)

\$0

Investment income

(Format example: \$50,000)

\$0

Other revenue

(Format example: \$50,000)

\$1,653,153

Total revenue

(Format example: \$50,000)

\$1,706,653

Expenses

Program services

(Format example: \$50,000)

\$0

Administration

(Format example: \$50,000)

\$1,773,311

Fundraising

(Format example: \$50,000)

\$0

Other expenses

(Format example: \$50,000)

\$2,429,071

Total expenses

(Format example: \$50,000)

\$4,202,382

Revenue less expenses

(Format example: \$50,000)

-\$2,495,729

Net assets or fund balances

Total assets

(Format example: \$50,000)

0

Total liabilities

(Format example: \$50,000)

\$1,000,000

Net assets or fund balances

(Format example: \$50,000)

\$0

Additional finance-related comments (optional)

County does not have any assets related to a Solid Waste & Recycling Education Center.

Oconee County

FY 2016-2017

JOURNAL ENTRY POSTING REGISTER

PRINT & POST

JE NUMBER: 29011 TO 29011 JE DATE: 07/01/2016 TO 06/30/2017

BATCH: 34674

AUTO BALANCE ? 'Y'

SYSTEM NO: 34675

DEBIT

CREDIT

JOURNAL ENTRY NUMBER: 29011 POSTING DATE: 03/10/2017

POSTING REFERENCE: Reclassify Dep 100030421

INITIALS: SL

To reclassify deposit #100030421 dated 12/9/2016 in the amount of \$10,300 to the correct code for the Duke Energy KT Relicensing Agreement. When the check was received, Emergency Services was asked if they knew what it was for. Scott Krein said it was for Keowee safety services and equipment to be provided by Oconee County Emergency Services as part of the Relicensing Agreement. Later, Mr. Moulder inquired as to where it was because it belonged to Solid Waste and therefore needed to be corrected in our ledger. Upon receipt of a copy of the Relicensing Agreement from Swain Still, Section 6.4.1.2 was identified and explained the use of \$10,000 "to support school programs on environmental stewardship and litter prevention." When Swain was asked to contact Duke Energy to find out why it was \$300 over, Mr. Stuart sent him an e-mail explaining that based on Section 26.1 Page GAP-11 payments were to be adjusted for inflation. The \$300 was the calculated increase for inflation on the the \$10,000. Therefore, this JE will move the entire amount of the deposit to new Special Revenue codes from Emergency Services.

013-080-00825-92039 Duke Keowee Water Safety Revenue

10,300.00

POSTING REFERENCE: Recls Dep 100034021 Duke Relic

013-080-00805-91001 Duke Energy Relicensing Agt Rev

10,300.00

POSTING REFERENCE: Recls Dep 100034021 Duke Relic

TOTAL FOR JOURNAL ENTRY NUMBER: 29011

10,300.00

10,300.00

GRAND TOTAL

10,300.00

10,300.00



Wealth Management
100 N Main Street
D4001-065
Winston-Salem, NC 27101

September 11, 2018

Mr. Swain T Still, Solid Waste Director
Oconee County- Solid Waste & Recycling Department
P.O. Box 1766
Seneca, SC 29679

RE: Pete and Sally Smith Foundation

Dear Mr. Still:

On behalf of the Pete and Sally Smith Foundation, I am pleased to enclose a grant check in the amount of \$50,000.00 for the benefit of Oconee County- Solid Waste & Recycling Department.

This grant is to be used for Oconee County Solid Waste & Recycling Education Center, as described in your request dated 6/18/2018, and is subject to your organization's agreement to the following terms:

- A. **EXEMPT STATUS:** Because the Foundation is classified as a private foundation, we must ensure that each grantee organization is exempt from income tax under Internal Revenue Code Section 501(c)(3) and is classified as a public charity under Section 509(a)(1), (2) or (3). Based on the information available to us from the IRS Business Master File, your organization currently satisfies this condition. An authorized representative of your organization must **immediately** notify us of any change in your organization's tax-exempt status or organizational/operational changes that could lead to an alteration in its status.
- B. **RESTRICTED PURPOSES:** These funds must be used entirely for the purposes described above and may not be applied toward any activity inconsistent with the charitable purposes described in Internal Revenue Code Sections 501(c)(3) and 170(c)(2)(B). Under no circumstances may any portion of the funds be used to carry on propaganda or otherwise attempt to influence legislation or the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive. We retain the right to monitor and conduct an evaluation of the use of these funds (by site visit or otherwise), discuss the grant with your personnel, and review financial records and other documentation relating to the activities financed by this grant.
- C. **REPAYMENT OBLIGATION:** Any funds not expended or committed for the authorized purposes of the grant must be returned to the Foundation.
- D. **NO PRIVATE INUREMENT:** This grant is a charitable contribution from the Foundation to be applied toward the purposes specified herein. No goods, services, or other private benefit may be provided by your organization (or accepted by any person) in exchange for this grant.

Letter to Oconee County- Solid Waste & Recycling Department
September 11, 2018
Page 2

The grant is made on behalf of the Foundation and not by or on behalf of any other entity or person. The grant is not being made in satisfaction of any pledge made by any person or entity other than the Foundation itself, if applicable.

Your organization's deposit, negotiation or endorsement of the enclosed check will constitute its agreement to the terms and conditions set forth above. However, for our files, please have the enclosed copy of this letter reviewed and signed where indicated by an authorized representative of your organization and then returned to me in the enclosed self-addressed stamped envelope. Please do not hesitate to contact me with any questions or concerns.

Sincerely,



**Debra R. Rice
Senior Trust and Fiduciary Specialist**

Enclosures

**Letter to Oconee County- Solid Waste & Recycling Department
September 11, 2018
Page 3**

ACKNOWLEDGEMENT OF RECEIPT & CONSENT TO TERMS:

On behalf of Oconee County- Solid Waste & Recycling Department, I understand and agree to the foregoing terms and conditions of the above-referenced grant from the Pete and Sally Smith Foundation, and hereby certify my authority to execute this agreement on behalf of said organization. I further certify that Oconee County- Solid Waste & Recycling Department is exempt from income tax under Internal Revenue Code Section 501(c)(3) and is classified as a public charity under Section 509(a)(1), (2) or (3).

Signature

Date: _____

Name (please type or print)

Title

WELLS FARGO

WM NC-PHILANTHROPIC EAST
100 N MAIN ST 6TH FLOOR
MAC D4001-065
WINSTON-SALEM, NC 27101
800-352-3705 612-316-0869

WELLS FARGO BANK, N.A. CHECK NO: 30897676

VOID 6 MONTHS AFTER ISSUE DATE

8291
1021
4990024287

Account Number:
XXXXXXXX9300

Account Name:
SMITH, PETE AND SALLY FOUNDATION

Date:
September 11, 2018

Pay

Fifty Thousand and 00/100 Dollars

To the Order Of:

OCONEE COUNTY- SOLID WASTE &
RECYCLING DEPARTMENT

Amount
*****\$50,000.00

OCONEE COUNTY SOLID WASTE & RECYCLING EDU.
CENTER

Richard Terry
Authorized Signature

⑈0030897676⑈ ⑆1021009181⑆ 4990024287⑈

Please detach check along perforation

CHECK NO: 30897676

Account Number:

XXXXXXXX9300

Account Name:

SMITH, PETE AND SALLY FOUNDATION

Date:

September 11, 2018

Paid To:

OCONEE COUNTY- SOLID WASTE &

Principal Amount:

*****\$50,000.00

For:

DISCRETIONARY DISTRIBUTION

OCONEE COUNTY SOLID WASTE & RECYCLING EDU. CENTER

EA 008797 000001 03529

WELLS FARGO

WM NC-PHILANTHROPIC EAST
100 N MAIN ST 6TH FLOOR
MAC D4001-065
WINSTON-SALEM, NC 27101
800-352-3705 612-316-0869

SX

Check Number:

30897676

Account Number:

XXXXXXXX9300

*****\$50,000.00

OCONEE COUNTY- SOLID WASTE &
RECYCLING DEPARTMENT



5007101100084501

Katie Smith

From: Katie Smith
Sent: Wednesday, November 07, 2018 1:25 PM
To: 'classadmgr@upstatetoday.com'
Subject: RE: Classified Ad# 26010 Confirmation

Looks good; thanks!

Katie D. Smith
Clerk to Council
415 S. Pine Street
Walhalla, SC 29691
864-718-1023
864-718-1024 [fax]

From: classadmgr@upstatetoday.com [<mailto:classadmgr@upstatetoday.com>]
Sent: Wednesday, November 07, 2018 12:50 PM
To: Katie Smith
Subject: Classified Ad# 26010 Confirmation

Please let me know if you approve this ad to run in the legals section of tomorrows edition of The Journal. If approval is not received, this ad will not be published. Thank you, Kelsie Beebe

Oconee Publishing

dba THE JOURNAL

Classified Advertisi

OCONEE COUNTY COUNCIL
415 S PINE ST
WALHALLA, SC 29691

Acct#:63488
Ad#:26010
Phone#:864-718-1023
Date:11/07/2018

Salesperson: KBEEBE

Classification: Legals

Ad Size: 1.0 x 2.30

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	11/08/2018	11/08/2018	1	29.56	29.56
Affidavit Fee	-	-	-	-	5.00

Payment Information:

Date:	Order#	Type
11/07/2018	26010	BILLED ACCOUNT

Total Amount: 34.56

Amount Due: 34.56

Comments: NOTICE OF PUBLIC HEARING - ORDINANCE 2018-14

Attention: Please return the top portion of this invoice with your payment including account and ad number.

Ad Copy

Notice of Public Hearing

There will be a public hearing at 6pm, Tuesday, December 4, 2018 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF
SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-14

AN ORDINANCE AMENDING ARTICLE VI OF CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE DEFINITIONS CONTAINED THEREIN, WITH PARTICULAR REFERENCE BEING MADE TO THE NAMING OF SUBDIVISIONS; AND OTHER MATTERS RELATED THERETO.

Katie Smith

From: Katie Smith
Sent: Tuesday, October 30, 2018 2:32 PM
To: 'classadmgr@upstatetoday.com'
Subject: RE: Classified Ad# 25984 Confirmation

Looks good; thanks!

Katie D. Smith
Clerk to Council
415 S. Pine Street
Walhalla, SC 29691
864-718-1023
864-718-1024 [fax]

From: classadmgr@upstatetoday.com [<mailto:classadmgr@upstatetoday.com>]
Sent: Tuesday, October 30, 2018 12:46 PM
To: Katie Smith
Subject: Classified Ad# 25984 Confirmation

Please let me know if you approve this ad to run in the legals section of tomorrows edition of The Journal. If approval is not received, this ad will not publish.

Oconee Publishing

dba THE JOURNAL

Classified Advertisi

OCONEE COUNTY COUNCIL
415 S PINE ST
WALHALLA, SC 29691

Acct#:63488
Ad#:25984
Phone#:864-718-1023
Date:10/30/2018

Salesperson: KBEEBE

Classification: Legals

Ad Size: 1.0 x 3.90

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	10/31/2018	10/31/2018	1	50.12	50.12
Affidavit Fee	-	-	-	-	5.00

Payment Information:

Date:	Order#	Type
10/30/2018	25984	BILLED ACCOUNT

Total Amount: 55.12

Amount Due: 55.12

Comments: NOTICE OF PUBLIC HEARING - ORDINANCE 2018-32

Attention: Please return the top portion of this invoice with your payment including account and ad number.

Ad Copy

NOTICE OF PUBLIC HEARING
 There will be a public hearing at 6pm, Tuesday, December 4, 2018 in Oconee County Council Chambers located at 415 South Pine Street, Waltham, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
 OCONEE COUNTY
 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.

NOTICE OF PUBLIC HEARING

NOTICE IS GIVEN that the Oconee County Council will conduct a public hearing relating to an Ordinance **“AUTHORIZING A FEE-IN-LIEU-OF-TAX ARRANGEMENT ON BEHALF OF A [PROJECT ECHO] (“COMPANY”) PURSUANT TO AN AMENDED AND RESTATED FEE-IN-LIEU-OF-TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA (“COUNTY”) AND THE COMPANY; AUTHORIZING THE PROVISION OF CREDITS AGAINST FEE IN LIEU OF TAX PAYMENTS; AND OTHER MATTERS RELATING TO THE FOREGOING.”**

The hearing will be held in the County Council Chambers, located at 415 South Pine Street, Walhalla, South Carolina, beginning at or after 6:00 p.m. on December 4, 2018, or at such other place and time as may be communicated by Oconee County to the public no later than 24 hours prior to the meeting at which the hearing will be held, which time shall not be less than 15 days after publication of this notice.

At the time and place fixed for this public hearing, all taxpayers, residents or other interested persons who appear will be given an opportunity to express their views for or against the Ordinance above-referenced and the matters contemplated by the Ordinance. Any persons wishing to submit written comments may submit them to the Clerk to County Council no later than 12:00 p.m. (noon) on November December 4, 2018.

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



Public Comment

SIGN IN SHEET

6:00 PM

December 4, 2018

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

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	Sheeri Bailey	Animal Control
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

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



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: December 4, 2018 6:00 p.m.**

Ordinance 2018-14 "AN ORDINANCE AMENDING ARTICLE VI OF CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE DEFINITIONS CONTAINED THEREIN, WITH PARTICULAR REFERENCE BEING MADE TO THE NAMING OF SUBDIVISIONS; AND OTHER MATTERS RELATED THERETO."

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

Everyone speaking before Council will be required to do so in a civil manner.

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

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

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

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

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

Please PRINT your name

1.	HERACLIO PEREZ
2.	Sherri Bailey
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	
21.	
22.	

NOTE



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: December 4, 2018 6:00 p.m.**

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."

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

Everyone speaking before Council will be required to do so in a civil manner.

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

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

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

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

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

Please PRINT your name

1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	
21.	
22.	



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: December 4, 2018 6:00 p.m.**

Ordinance 2018-33 "AN ORDINANCE AUTHORIZING A FEE-IN-LIEU-OF-TAX ARRANGEMENT ON BEHALF OF A PROJECT ECHO ("COMPANY") PURSUANT TO AN AMENDED AND RESTATED FEE-IN-LIEU-OF-TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA ("COUNTY") AND THE COMPANY; AUTHORIZING THE PROVISION OF CREDITS AGAINST FEE IN LIEU OF TAX PAYMENTS; AND OTHER MATTERS RELATING TO THE FOREGOING."

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

Everyone speaking before Council will be required to do so in a civil manner.

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

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

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

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

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

Please PRINT your name

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.
16.
17.
18.
19.
20.
21.
22.

I'd like to comment on the so called revised animal ordinance, a copy of which I received recently. I don't understand how you were not embarrassed to send this to me since pretty much everything we requested was deleted out including our penalties. No penalties, not deterrent. This ordinance was weak to begin with, now its useless.

When I first joined council in 2015 we had a meeting with our state delegation. In that meeting I referenced a document that showed SC ranked low on the national scale for animal welfare based on strength of animal protection laws. We're currently in 35th place. Rep Sandifer referred me to Gene Hogan Research Director for Agriculture & Natural Resources Committee, South Carolina Senate who explained that they assembled a committee to revise the state animal regulations. Members of the committee included:

Senator Vincent Sheheen, Chairman
Representative Steve Moss
Marli Drum, City of Cola. Animal Services, Superintendent
Patricia Hill, DVM, SC Assn. of Veterinarians, Past President
Kim Kelly, Humane Society US, SC Director
Tim Loonam, DVM, Grace Animal Hospital, Clinical Director
Barbara Nelson, SPCA Albrecht Center, President
Josh Rhodes, SC Assoc. of Counties, Staff Attorney
Patty Van Sicklen, Am. Kennel Club, Legislative Analyst
Clint Leach, SC Dept. Of Agriculture, Asst. Commissioner
Rebecca Leach, SC Dept. of LLR, Dir. Of Bus. And Govt. Affairs

Mr. Hogan provided me with meeting announcements and minutes as they spent a year discussing the changes. Once the committee completed their draft they held several public hearings and accepted written input. I provided their document to my constituents who were interested and once I compiled their input we submitted a letter chiming in. Based on the public hearings and input the committee revised the document and presented it to the legislators who have yet to vote on it.

June 19th Ms. Bailey addressed Council for the first time regarding the need to amend our existing animal ordinance. Ms. Bailey provided a handout of an ordinance from York county, one page, discussing provisions for shade, food, water and tethering, as an example of what she and her acquaintances wanted council to do. She also provided a signed petition. Subsequently August 21st, Ms. Bailey addressed council again utilizing a handout. That document was drafted after I met with her and provided her and her acquaintances the proposed changes to the State animal ordinance that were drafted by members of the SC Pet Care and Humane Treatment Study Committee.

Some of the provisions deleted in the recent revised ordinance are provisions that are destined to become state law. Its bad enough our legislators are dragging their feet, I see no reason for us to do the same. We managed to drag this out since June with Mr. Cain's pettiness. "It didn't go through the proper channels." It went to the sheriff and animal control. I would argue, they are the proper channel. When you sent it back, you sent it back to the same people who looked at it in the first place. Everyone was on board with the changes until as usual the fix was in. Then the ordinance was gutted, but you are still being hailed as the champion of Oconee County's neglected and abused animals. I caution my students about plagiarism, taking credit for other's intellectual property. You are taking credit for something you contributed absolutely nothing to. I don't know how that doesn't embarrass you.

Animal control receives incessant complaints about animals tethered on black tops driveway in 96-degree heat with no access to shade, food, or water. My freshmen biology students can explain to you that all animals maintain homeostasis of their body temperature and that dogs produce sweat only on areas not covered with fur. It becomes difficult for them to deal with excessive heat. Why animal control would reject the shade provisions is beyond my comprehension. The specific provisions i.e. that the tether be a minimum of 10 feet in length and not exceed 1/8 the body weight, the need for shelter, food, and water came straight out of the state document. Delaying the implementation is simply delaying the inevitable and will no doubt keep us at 35th place.


**Oconee County
Council**


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

Phone: 864-718-1023
Fax: 864-718-1024

E-mail:
ksmith@oconeesc.com

Edda Cammick,
Chairwoman
District I

Wayne McCall
District II

Paul A. Cain
District III

Julian Davis, III
Vice Chair
District IV

J. Glenn Hart
Chair Pro Tem
District V



December 4, 2018

South Carolina Department of Health and Environmental Control
HIV/STD Division
2600 Bull Street
Columbia, SC 29201

Dear DHEC representative:

Oconee County is pleased to support AID Upstate's request to continue the provision of HOPWA eligible services to eligible individuals living with HIV in Oconee County, South Carolina. AID Upstate has provided HOPWA services since 1994, and has a 30-plus year history of providing services to individuals living with HIV and AIDS in Oconee, Pickens, Anderson, and Greenville Counties of upstate SC. AID Upstate provides a continuum of comprehensive HIV care services, and is the only entity to have such experience in delivering HOPWA services in Oconee County. The HIV Case Management services and referral network provide housing assistance and related supportive services to low-income persons living with HIV and their families, addressing a wide array of needs and barriers.

AID Upstate's \$10,500 funding request for Oconee County will serve low-income persons medically diagnosed with HIV/AIDS and their families (at or below 80 percent of area median income) that are eligible to receive HOPWA-funded assistance. Short-term assistance (not to exceed 21 weeks in a 52 week period) with rent, mortgage, and utilities (STRMU) is a core component to the assistance provided. Coordination with the SC DHEC voucher program for Tenant Based Rental Assistance (TBRA) is provided, along with development of housing care plans to avoid unstable housing situations. Permanent housing placement is offered to assist in helping individuals transition into affordable housing.

Providing housing assistance and related supportive services for this targeted special needs population is an essential component in addressing and overcoming barriers. The assistance with coordination, delivery of supportive services, and access to the range of other services offered by the Ryan White program are services that only AID Upstate is able to provide.

I hereby acknowledge AID Upstate's application, and consent for these services to be provided as prescribed by the Department of Housing and Urban Development and monitored for compliance by the South Carolina Department of Health and Environmental Control. I understand that if awarded, the service period will commence April 1, 2019 and continue for the period of the contract and subsequent amendments between AID Upstate and SC DHEC.

Sincerely,

Edda Cammick
Council Chairwoman

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: NOTICE OF PUBLIC HEARING - ORDINANCE 2018-14

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 11/08/2018 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
11/08/2018



KELSIE BEEBE
Notary Public, State of South Carolina
My Commission Expires 2/13/2028

Kelsie Beebe
Notary Public
State of South Carolina
My Commission Expires February 13, 2028

TRANSPORTATION

AUTOS FOR SALE



2015 Lexus ES350

53k miles. V6.
Perfect Condition!
Asking \$23,500
Comes with navigation, rear
camera and many
other features.

• • • •
Call (864)886-9043



**84 Mercedes
300D Turbo**

170K miles, \$6,500.

Pete's Auto
402 Oak Street • Seneca
Call 882-1467



**89 Toyota
4 WD, manual trans.,
V6, 151K miles, \$9,900.**

Pete's Autos
402 Oak Street • Seneca
Call 882-1467

LEGAL NOTICES

LEGALS

BANKRUPTCY PROCEEDING.
THIS NOTICE IS GIVEN TO YOU
PURSUANT TO STATUTORY RE-
QUIREMENT AND FOR INFORMA-
TIONAL PURPOSES AND IS NOT
INTENDED AS AN ATTEMPT TO
COLLECT A DEBT OR AS AN ACT
TO COLLECT, ASSESS, OR RE-
COVER ALL OR ANY PORTION OF
THE DEBT FROM YOU PERSON-
ALLY.

SCOTT AND CORLEY, P.A.

Ronald C. Scott
(rons@scottandcorley.com),
SC Bar #4996

Reginald P. Corley
(reggiec@scottandcorley.com),
SC Bar #69453

Angelia J. Grant
(angig@scottandcorley.com),
SC Bar #78334

Allison E. Heffernan
(allisonh@scottandcorley.com),
SC Bar #68530

Matthew E. Rupert
(matthewr@scottandcorley.com),
SC Bar #100740

Louise M. Johnson
(ceasiej@scottandcorley.com),
SC Bar #16586

Tasha B. Thompson
(tashat@scottandcorley.com),
SC Bar #76415

H. Guyton Murrell
(guytonm@scottandcorley.com),
SC Bar #64134

ATTORNEYS FOR THE PLAINTIFF
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
803-252-3340

NOTICE OF APPLICATION
Notice is hereby given that
**APPLEBEE'S RESTAURANT MID-
ATLANTIC, LLC** intends to apply to
the South Carolina Department of
Revenue for a license/permit that will
allow the sale and On Premises
consumption of Beer, Wine and
Liquor at 696 Bypass 123, Seneca,
SC 29678-4750 (Applebee's
#87036).
To object to the issuance of this
permit/license, written protest must
be postmarked no later than

LEGAL NOTICES

LEGALS

November 24, 2018.
For a protest to be valid, it must be in
writing, and should include the
following information:

- (1) The name, address and
telephone number of the person filing
the protest;
- (2) The specific reasons why the
application should be denied;
- (3) That the person protesting is
willing to attend a hearing (if one is
requested by the applicant);
- (4) That the person protesting
resides in the same county where the
proposed place of business is
located or within five miles of the
business; and,
- (5) The name of the applicant and
the address of the premises to be
licensed.

Protests must be mailed to:
S.C. Department of Revenue,
ABL SECTION,
P.O. Box 125,
Columbia, SC 29214-0907;
or faxed to: (803) 896-0110.

Notice of Public Hearing
There will be a public hearing at
6pm, Tuesday, December 4, 2018 in
Oconee County Council Chambers
located at 415 South Pine Street,
Walhalla, SC 29691 for the following
ordinance:

STATE OF
SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-14

**AN ORDINANCE AMENDING ARTI-
CLE VI OF CHAPTER 32 OF THE
OCONEE COUNTY CODE OF OR-
DINANCES, IN CERTAIN LIMITED
REGARDS AND PARTICULARS
ONLY, REGARDING THE DEFINI-
TIONS CONTAINED THEREIN,
WITH PARTICULAR REFERENCE
BEING MADE TO THE NAMING OF
SUBDIVISIONS; AND OTHER MAT-
TERS RELATED THERETO.**

**FIND IT IN THE
CLASSIFIEDS!**

SERV

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

IN RE: NOTICE OF PUBLIC HEARING - ORDINANCE 2018-32

BEFORE ME the undersigned, a Notary Public for the State and County above named. This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 10/31/2018 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
10/31/2018



Kelsie Beebe
Notary Public
State of South Carolina
My Commission Expires February 13, 2028

KELSIE BEEBE
Notary Public, State of South Carolina
My Commission Expires 2/13/2028

LEGAL NOTICES

LEGALS

NOTICE OF APPLICATION

Notice is hereby given that WT Enterprises 1 LLC, DBA Bonaterra intends to apply to the South Carolina Department of Revenue for a license/permit that will allow the sale and On Premises consumption of Beer Wine & LIQUOR at 113 Ram Cat Alley, Seneca SC 29678 To object to the issuance of this permit/license, written protest must be postmarked no later than November 11, 2018. For a protest to be valid, it must be in writing, and should include the following information:

- (1) The name, address and telephone number of the person filing the protest;
- (2) The specific reasons why the application should be denied;
- (3) That the person protesting is willing to attend a hearing (if one is requested by the applicant);
- (4) That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and,
- (5) The name of the applicant and the address of the premises to be licensed.

**Protests must be mailed to:
S.C. Department of Revenue,
ABL SECTION,
P.O. Box 125
Columbia, SC 29214-0907
or faxed to: (803) 896-0110.**

NOTICE OF PUBLIC HEARING

There will be a public hearing at 6pm, Tuesday, December 4, 2018 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
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 LO-

LEGAL NOTICES

LEGALS

CATED 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

LEGAL NOTICES

LEGALS

PERCENTAGE OF REVENUE ALLOCATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX; AND MATTERS RELATED THERETO.

**Classifieds
Work**

There's something
for everyone...



IN THE CLASSIFIEDS!
THE JOURNAL CLASSIFIEDS
864.973.6304
www.upstatetoday.com



**GOT IT
IN THE
CLASSIFIEDS**

You never know what you might find in

THE JOURNAL Classifieds.

From a new car to a new home to a new job, the Classifieds deliver!

THE JOURNAL

www.upstatetoday.com/Classifieds