

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 12/5/06
COUNCIL MEETING TIME: 3:00 p.m.

ITEM TITLE OR DESCRIPTION:

The International Association of Emergency Managers (IAEM) Interagency Disaster Preparedness Award

BACKGROUND OR HISTORY:

The Western Piedmont Regional Emergency Management (EM) Task Force is composed of Oconee, Pickens, Anderson, and Abbeville counties. The EM Task Force received the Barrett Lawrimore Regional Cooperation Award at SC Association of Counties awards ceremony in August 2006. In November 2006, the task force received second place honors for the Interagency Disaster Preparedness Award at the IAEM Conference. As one of the two top recipients, the Task Force will be featured in an upcoming issue of the Homeland Protection Professional magazine. The Task Force was chosen from more than 100 international applicants and placed in the ranks of agencies such as South Central Pennsylvania Regional Counter-Terrorism Task Force and the City of Los Angeles California Emergency Preparedness Department. Homeland Protection Professional magazine (HPP) and the IAEM established the annual Interagency Disaster Preparedness Award to recognize and encourage the crucial role of interagency cooperation in keeping citizens and communities safe from both natural and man-made disasters in the post 9-11 world. To be eligible for consideration, a program must be an ongoing multi-agency/interdisciplinary effort whose mission is primarily disaster and/or terrorism mitigation, prevention, response and/or recovery. Entries are judged on the extent to which their collaborative efforts demonstrate results in disaster or terrorism preparedness. Judging was by a panel appointed by HPP magazine and the IAEM.

SPECIAL CONSIDERATIONS OR CONCERNS:

None

STAFF RECOMMENDATION FOR COUNCIL ACTION:

It is recommended that County Council allow Taylor Jones, Interim Director of Anderson County Emergency Services, to present the runner-up IAEM Interagency Disaster Preparedness Award to Henry Gordon, EM Director, at the County Council meeting on 12/5/06.

FINANCIAL IMPACT:

None

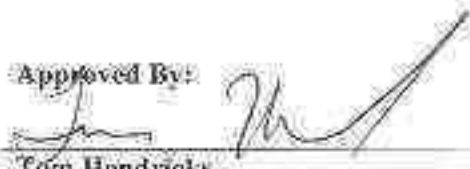
ATTACHMENTS:

None

Submitted or Prepared by:


(Department Head/Elected Official)

Approved By:


Tom Hendricks,
Oconee County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council

AGENDA ITEM SUMMARY
COUNCIL MEETING DATE: 11/21/06
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Public Hearing and Third & Final Reading of Ordinance 2006-29, "AN ORDINANCE AUTHORIZING THE TRANSFER OF PROPERTY FROM A LEASE AGREEMENT PURSUANT TO TITLE 4, CHAPTER 12 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED TO A FEE AGREEMENT PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND APPROVING THE ASSIGNMENT OF THE INTERESTS OF PINE RIVER PLASTICS, INC. IN THE LEASE AGREEMENT TO PINE RIVER ACQUISITION, LLC; THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS INCLUDING THE AFORESAID FEE AGREEMENT AND PRESCRIBING MATTERS RELATED THERETO"

BACKGROUND OR HISTORY:

Georgetown County and Pine River Plastics entered into a lease agreement April 1, 2006 and now Pine River Plastics desires to convert the lease agreement into a fee agreement by and between Georgetown County and Pine River Plastics for the purpose of authorizing and acquiring certain land, a building or buildings, machinery, apparatus and equipment for the purpose of continuing the development of a facility used for manufacturing.

SPECIAL CONSIDERATIONS:

Council previously determined that this project will benefit the citizens of Georgetown County by providing employment and other public benefits.

STAFF RECOMMENDATION:

Staff recommends that Council conduct public hearing and consider adoption of Ordinance 2006-29 on third & final reading.

FINANCIAL IMPACT:

No negative impact to the County Budget.

ATTACHMENTS:

Proposed Ordinance 2006-29 and Fee Agreement

Submitted or Prepared By:

Opal O. Green
Department Head

Approved for Submittal to Council


Tom Hendricks, Administrator

Reviewed By:

ORDINANCE

AN ORDINANCE AUTHORIZING THE TRANSFER OF PROPERTY FROM A LEASE AGREEMENT PURSUANT TO TITLE 4, CHAPTER 12 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1978, AS AMENDED TO A FEE AGREEMENT PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND APPROVING THE ASSIGNMENT OF THE INTERESTS OF PINE RIVER PLASTICS, INC. IN THE LEASE AGREEMENT TO PINE RIVER ACQUISITION, LLC; THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS INCLUDING THE AFORESAID FEE AGREEMENT AND PRESCRIBING MATTERS RELATED THERETO

WHEREAS, Geanee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, or cause to be acquired, own, lease and dispose of properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry to construct, lease, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act to provide for an infrastructure tax credit pursuant to the Act; and, to accept any grants for such projects through which the industrial development of the State of South Carolina (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

WHEREAS, the County is authorized by the Act to convert an existing lease agreement pursuant to Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended to a fee agreement, as defined in the Act, with respect to such project; and

WHEREAS, Pine River Plastics, Inc., a corporation incorporated and existing under the laws of the State of Michigan ("Pine River"), and Carolina Foothills, LLC, a limited liability company organized and existing under the laws of the State of South Carolina ("Carolina Foothills," and together, the "Company") requested the County to participate in adopting an Ordinance, to provide for the conversion of the lease agreement entered into by and between the County and the Company dated as of April 1, 2000 (the "Lease Agreement") to a fee agreement by and between the County and the Company (the "Fee Agreement") pursuant to the Act for the purpose of authorizing and of acquiring certain land, a building or buildings, and machinery, apparatus, and equipment in the County for the purpose of continuing the development of a facility used for the manufacturing and assembling of plastic injection moldings for highly aesthetic products as provided in the Lease Agreement in which the minimum level of investment including the purchase and construction of land and buildings is not less than Five Million Dollars (\$5,000,000) (the "Project"), all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, Pine River has, subject to the approval of the County, agreed to assign and transfer to Pine River Acquisition, LLC, a limited liability company organized and existing under the laws of the State of Michigan ("Pine River Acquisition"), its successors and assigns, Pine River's rights and interests in the Project and the Lease Agreement; and

WHEREAS, the County Council, having previously determined that the Project will provide additional permanent employment for persons from the County and areas adjacent thereto with a resulting alleviation of unemployment, and a substantial increase in payrolls and other public benefits incident to the conducting of industrial operations, proposes to convert the Lease Agreement to the Fee Agreement and to execute and deliver the Fee Agreement, to be granted under and pursuant to the provisions of the Act, and to be secured by and to contain such terms and provisions as are set forth in the Fee Agreement, by and between the County and the Company, or its assigns; and

WHEREAS, the County Council, having determined as aforesaid that it will be of substantial public benefit to do so, proposes to make the Project available to the Company under and pursuant to the provisions of the Fee Agreement by and between the County and the Company, pursuant to which the Company is obligated (i) to make payments directly to the account of the County in amounts sufficient to pay the fee in lieu of tax, (ii) to maintain the Project in good repair at the Company's own expense and to carry all proper insurance with respect thereto, and (iii) to make payments in lieu of taxes required by the Act; and

WHEREAS, it appears that the Fee Agreement including the agreement for payment of a payment in lieu of tax, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. The Fee Agreement shall be a limited obligation of the County and all obligations of the County pursuant to the Fee Agreement shall be payable solely out of the revenues derived by the County from the Fee Agreement and shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers. Such limitation shall be plainly stated on the face of the Fee Agreement.

Nothing in this Ordinance or the Fee Agreement shall be construed as an obligation or commitment by the County to expend any of its funds other than (i) the proceeds of the fee in lieu of tax, (ii) revenues derived from the Project, (iii) any proceeds accruing to the County on account of insurance on the Project under the Fee Agreement, (iv) any moneys accruing to the County on account of any taking or condemnation of title to all or part of the Project, and (v) any moneys arising out of the investment or reinvestment of said proceeds, revenues or moneys.

Section 2. The Fee Agreement shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council or the County Administrator and shall be attested by the manual or facsimile signature of the Clerk to the County Council, and shall have the seal of the County impressed or imprinted thereon.

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk to the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this ordinance in its entirety. The Chairman of the County Council, the County Administrator and the Clerk to the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company and the County. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the 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 Fee Agreement now before this meeting. The Chairman of the County Council, the County Administrator and the Clerk to the County Council are hereby each authorized and directed to do any and all things necessary to effect the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 4. The County approves the assignment and transfer of Pine River's rights and obligations under the Lease Agreement to Pine River Acquisition, and the release of Pine River with respect to the liabilities and obligations related to the Lease Agreement and documents related thereto.

Section 5. 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 6. The County hereby agrees to waive, to the full extent allowed by law, the recapitulation requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company continues to make all filings required by the Act.

Section 7. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this 5th day of December, 2006.

OCONEE COUNTY, SOUTH CAROLINA

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

(SEAL)
ATTEST:

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

First Reading:	November 7, 2006
Second Reading:	November 21, 2006
Public Hearing:	December 5, 2006
Third Reading:	December 5, 2006

HAYNSWORTH SINKLER BOYD, P.A.

FEE AGREEMENT

among

OCONEE COUNTY, SOUTH CAROLINA

and

PINE RIVER ACQUISITION, LLC,
a Michigan limited liability company

and

CAROLINA FOOTHILLS, LLC,
a South Carolina limited liability company

Dated as of December 1, 2006

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FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of December 1, 2006, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County and PINE RIVER ACQUISITION, LLC ("Pine River"), a limited liability company duly organized and existing under the laws of the State of Michigan and the assignee of Pine River Plastics, Inc. and CAROLINA FOOTHILLS, LLC, a limited liability company duly organized and existing under the laws of the State of South Carolina ("Carolina Foothills," and together with Pine River, the "Company").

WITNESSETH:

Recitals

The County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended by Act 283 of 2000 (the "Act") to enter into a fee agreement with manufacturing entities meeting the requirements of such Act, which identifies certain property of such manufacturers as economic development property, to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

In addition, pursuant to Section 12-44-170(B) of the Act, with a county's consent, an entity with property subject to an existing fee in lieu of property taxes arrangement under Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended, may transfer such property from the prior arrangement to the fee agreement provided by the Act. Such property shall then automatically be considered economic development property as defined in the Act.

Pursuant to the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or 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.

Pursuant to an Inducement Agreement executed by the County on September 21, 1999 and by the Company (or its predecessors in interest) on December 23, 1999 (the "Inducement Agreement") between the County and the Company which was authorized by a Resolution adopted by the County Council on September 21, 1999 (the "Inducement Resolution") and a lease agreement dated as of April 1, 2000 between the County and the Company (or its predecessors in interest) (the "Lease"), the Company has agreed to acquire by construction, purchase, lease or otherwise a facility for the purpose of the manufacturing of mechanical

equipment (the "Facility") which is located in the County which consists of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of machinery and equipment, buildings, land, improvements or fixtures which constitute the project (the "Project"). Pursuant to an Ordinance adopted on December 5, 2006 (the "Fee Ordinance"), as an inducement to the Company to continue the development of the Project and at the Company's request, the County Council authorized the County to enter into a Fee Agreement (which shall replace the Lease) with the Company which identifies the property comprising the Project as "economic development property" under the Act subject to the terms and conditions hereof.

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

"Company" shall mean Pine River Acquisition, LLC, a Michigan limited liability company duly qualified to transact business in the State of South Carolina and Carolina Foothills.

LLC, a South Carolina limited liability company duly qualified to transact business in the State of South Carolina.

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

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

"Department" means the South Carolina Department of Revenue, or any successor agency.

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.11(a) of this Fee Agreement of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.5 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.6 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement.

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

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

"Event of Default" shall mean any Event of Default specified in Section 4.12 of this Fee Agreement.

"Facility" shall mean the Company's manufacturing facilities to be maintained, constructed or expanded in Oconee County, South Carolina which will be used primarily for manufacturing mechanical equipment on the land described in Exhibit "A" attached hereto.

"Fee Agreement" shall mean this Fee Agreement.

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

"FILOT Revenues" shall mean the payments in lieu of taxes which the Company is obligated to pay to the County pursuant to Section 4.1 hereof.

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

"Inducement Agreement" shall mean the Agreement entered into between the County on September 21, 1999 and the Company on December 23, 1999 which was authorized by the Inducement Resolution.

"Inducement Resolution" shall mean the Resolution of the County Council adopted on September 21, 1999, authorizing the County to enter into the Inducement Agreement.

"Investment Period" shall mean the period commencing sixty (60) days prior to the date of the Inducement Resolution and ending on the last day of the fifth property tax year following the property tax year in which the Lease was executed.

"Multi-County Park Agreement" shall mean the Agreement for Development of a Joint County Industrial/Business Park between the County and Pickens County, South Carolina dated April 4, 2000, as amended from time to time.

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

"Phase Termination Date" shall mean with respect to each Phase of the Project the day twenty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of December 31, 2025.

"Project" shall mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases, which shall constitute expansions or improvements of the Facility.

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

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement:

(a) components or Phases of the Project or portions thereof which the Company in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, inaccessible or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.6(c) or Section 4.7(5)(iii) of this Fee Agreement.

"Replacement Property" shall mean 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 4.5 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.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

(b) The Project 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.

(d) The County agrees that it will deliver certificates in form and substance satisfactory to the County as may from time to time be requested by the Company.

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

(a) Pine River represents and warrants that it is duly organized and in good standing under the laws of the State of Michigan, is qualified to do business in the State, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement. Carolina Foothills represents and warrants that it is duly organized and in good standing under the laws of the State of South Carolina, is qualified to do

business in the State, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement,

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

(c) The Company represents and warrants that the Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of the manufacturing mechanical equipment and conducting other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

(d) The Company represents and warrants that the availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Company to locate and maintain the Facility in the County.

(e) The Company represents that the cost of the Project has exceeded \$5,000,000; therefore, the cost of the Project exceeds the minimum investment required by the Act.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

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

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act.

Section 3.2 Filings.

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

(b) Throughout the term of this Agreement, the Company, its successors or assigns as permitted hereunder, shall maintain their ownership of the Equipment and the Real Property. The Company shall be responsible to the County for filing annual tax reports to the South Carolina Department of Revenue.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company has reported that the Project involved an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith and Section 3.2(d). In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all real and personal property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2005, said payments to be made annually and to be due and payable and subject to penalty assessments and interest on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Phase of the Project heretofore placed in service under the Lease in any given year for such year and for the following 19 years thereafter using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.
- Step 2: Apply an assessment ratio of six (6.0%) percent to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the nineteen years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended.

Step 3: Using the millage rate in effect in the taxing district in which the Project is located on June 30, 1998 (which millage rate shall be a fixed millage rate in the manner provided in Section 12-44-50(A)(1)(a)(ii) of the Act for the term of this Fee Agreement), determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed 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.

Notwithstanding anything herein to the contrary, the time period under the Lease during which investments are eligible for the beneficial treatment provided herein, is not being extended or otherwise altered. Such time period ended as of December 31, 2005.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate and maintain the Project in the County. If due to such invalidity or unenforceability, the Project is deemed to be subject to ad valorem taxation for the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of payments in lieu of ad valorem taxes made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property

shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to twenty (20) (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 Removed Components, and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

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

Section 4.3 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project, subject to the provisions of the Act, shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; provided, however, that if at any time subsequent to December 31, 2005, the total value of the Project based on the original income tax basis of the Equipment, Real Property and Improvements contained therein, without deduction for depreciation, is less than the sums necessary to qualify under the Act, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall make payments equal to the payments which would be due if the property were not Economic Development Property.

Section 4.4 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

Section 4.5 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, the Company shall be entitled upon written notice to the County to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the

Project or portions thereof which either of the Company, in its sole discretion, elects to remove pursuant to Section 4.6(c) or Section 4.7(b)(iii) hereof.

Section 4.6 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 Agreement.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company. Subject to the provisions of the Act, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

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

Section 4.7 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 a 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; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.8 Maintenance of Existence. The Company agrees that it will maintain its existence and its good standing under all applicable provisions of State law. Provided, however, the Company may merge with or be acquired by another company so long as the surviving company has an equal or greater net asset value.

Section 4.9 Indemnification Covenants; Fees and Expenses of County.

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

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

Section 4.10 Confidentiality/Limitation on Access to Project; Records and Reports.

(a) The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" manufacturing equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations would 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, or pursuant to the County's police powers or as reasonably deemed necessary by the County in the required performance of its statutorily mandated duties, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Company may require the execution of reasonable, individual confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. Notwithstanding the above, the Company agrees to maintain complete books and records accounting for the acquisition, financing, construction and operation of the Project. Such books and records shall permit ready identification of the components of the Project.

Section 4.11 Assignment, Subletting and Termination. Subject to the prior written consent of the County (unless such consent is expressly not required under Section 12-44-120 of the Act) this Fee Agreement may be assigned in whole or in part and from time to time by the Company and the Project may be subleased as a whole or in part and from time to time by the Company.

Section 4.12 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 payments in lieu of taxes described in Section 4.1 hereof, provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

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

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

Section 4.13 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

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

In addition to all other remedies herein provided, the nonpayment of payments in lieu of taxes herein shall constitute a lien for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the South Carolina Code) relating to the enforced collection of ad valorem taxes to collect any payments in lieu of taxes due hereunder.

Section 4.14 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or

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

Section 4.15 Reimbursement of Legal Fees and Expenses. If the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement or performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, jointly and severally, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.16 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

Section 4.17 Infrastructure Credits. The County agrees that the Company has received under the Lease and shall be entitled to receive under the Fee Agreement Infrastructure Credits in an annual amount of Forty (40%) percent of the annual PILOT Revenues allocated to the County taxing entities pursuant to the Multi-County Park Agreement for each of the first ten (10) years beginning with the first year that the Company paid a fee-in-lieu of tax payment pursuant to Lease up to the total amount of infrastructure costs of the Project incurred by the County, exclusive of aid from government entities. The Infrastructure Credits under the Lease shall under the Fee Agreement be applied as a set off against the PILOT Revenues owed for the then current year. The Auditor of the County shall display and subtract the Infrastructure Credits from the fee-in-lieu of tax payment statement sent to the Company for the duration of the Infrastructure Credits.

ARTICLE V

MISCELLANEOUS

Section 5.1 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
415 South Pine Street
Walhalla, South Carolina 29691
Attn: County Chairman

AS TO THE COMPANY: Pine River Acquisition, LLC
Carolina Foothills, LLC
7090 South Highway 11
Westminster, South Carolina 29693
Attention: Chief Financial Officer

Section 5.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 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 5.5 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 5.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8 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.

Section 5.9 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 5.10 Force Majeure. Except with respect to the timely payment of all fee in lieu of tax payments to the County hereunder, 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 5.11 Fee Agreement Conversion. Pursuant to Section 12-44-170(B) of the Act, by the adoption of the Fee Ordinance and the execution and delivery of this Fee Agreement, the County shall have consented to proceed with the conversion of the Lease between the Company and the County to this Fee Agreement. It is the intention of the County Council and the Company that the replacement of the Lease with this Fee Agreement shall not diminish the value of the existing fee in lieu of tax arrangement between the Company and the County. In addition, if the Act is ever declared unconstitutional or otherwise found invalid by a court of competent jurisdiction, it is the intention of the County Council that pursuant to the terms of the Act as well as the terms of Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended, the Company shall be afforded the maximum opportunity to convert this Fee Agreement into a lease agreement pursuant to Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended, in order to preserve the benefits of the Company's fee in lieu of tax arrangement with the County. Except for the timing of the \$17,000,000 investment in the Project, it is the intention of the parties that this Fee Agreement mirror the terms of the Lease. Accordingly, except as provided in the preceding sentence, if the terms of this Fee Agreement and the Lease are in conflict with one another, the terms of the Lease shall be controlling.

Section 5.12 Surviving Provisions. Notwithstanding anything in this Agreement to the contrary, the provisions of Section 4.1 (insofar as the same pertain to any retroactive payments by the Company to the County) and 4.9 shall survive any termination of this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____

Clerk to County Council
Oconee County, South Carolina

WITNESSES:

PINE RIVER ACQUISITION, LLC

By: _____
Its: _____

WITNESSES:

CAROLINA FOOTHILLS, LLC

By: O'CONNOR PROPERTIES, Its Member

By: _____
Its: _____

WITNESSES:

EXHIBIT "A"
LEGAL DESCRIPTION

All that certain piece, parcel or tract of land lying and being situated in the State of South Carolina, County of Oconee, containing 32.03 acres, more or less, being more particularly described on a plat of survey by Richard Bruce Cook, II, PLS # 17219 dated November 12, 1998 and recorded in Plat Book A730, Page 3, records of Oconee County, South Carolina,

Tax Map No. 251-00-04-028.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING: 12/5/06
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Presentation of Update Regarding Activities of Upstate Alliance:

BACKGROUND OR HISTORY:

The Upstate Alliance is a ten county region whose public/private goal is to market the ten upstate Counties – Abbeville, Anderson, Cherokee, Greenville, Greenwood, Laurens, Oconee, Pickens, Spartanburg and Union.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION FOR COMMITTEE ACTION:

Staff has no recommendation.

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

N/A

Submitted or Prepared By:

Opal O. Green
Department Head/Elected Official

Approved for Submittal to Council:


Tom Hendricks, Administrator

Reviewed By/Initials:

_____ :County Attorney

_____ : Finance

Upstate Alliance

And

Oconee County

"Partners in Economic Development"



Upstate Alliance

SOUTH CAROLINA

The Right Climate For Global Business

upstatealliance.com



VISION

To Position and Market the Upstate South Carolina Region to Successfully Compete for Business Investment Globally

MISSION

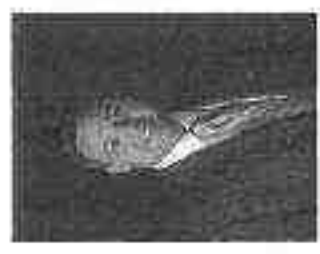
Market the Upstate SC Region to Attract Business Investment
Support Economic Development Efforts of the Alliance Investors
Build Cohesive Relationships Among the Region's Private & Public Sectors

FOCUS

To Generate Leads and Prospects



ALLIANCE TEAM



President / CEO
Hal Johnson



Executive Assistant to the President / Investor Relations Specialist
Yolanda Morton



Vice President, Marketing
Jennifer Nobel



Vice President, Investor/Public Relations
Jody Bryson



Director, Business Development
Mika Panasko



Business Development Coordinator
Danielle Fernandes



Research Manager
Jennifer Miller



U P S T A T E A L L I A N C E



EXECUTIVE COMMITTEE

President/CEO

Hal Johnson
Upstate SC Alliance



Vice Chair

Craig White
Partnership for a Greater
Greenwood County



Secretary

Leon Patterson
President
The Palmetto Bank



Chair

Doug Harper
President
Harper Corporation



Treasurer

John A. Miller, Jr.
President
AmMed Health



Immediate Past Chair

Mike Forrester
Spartanburg Community College



U P S T A T E

A L L I A N C E



2006 WORK PROGRAM

OPERATING BUDGET

Alliance Corporate	\$ 11,511
Fund Raising/Investor Relations	\$ 161,945
Operations	\$ 357,278
Marketing	\$ 825,740

Total Upstate Alliance

2006 Operating Budget

2006 Pledges Currently Committed:

Public	\$ 416,834
Private	\$ 942,306
	<u>\$1,359,140</u>



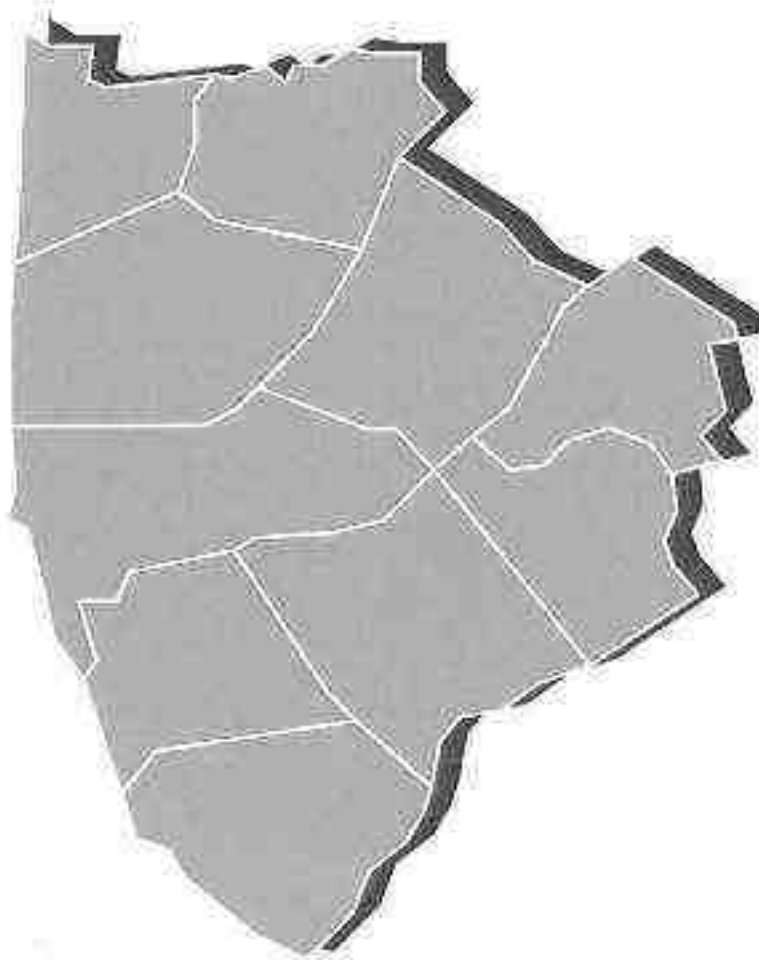
U P S T A T E

A L L I A N C E



PUBLIC SECTOR INVESTORS

- Abbeville County
- Anderson County
- Cherokee County
- Greenville County
- Greenwood County
- Laurens County
- Oconee County
- Pickens County
- Spartanburg County
- Union County
- City of Greenville
- City of Greer
- City of Spartanburg
- City of Union



U P S T A T E

A L L I A N C E



UPSTATE ECONOMIC DEVELOPERS

Steve Bowles

Abbeville County
Development Board

Heather Simmons Jones

Anderson Area Economic
Development

Jim Inman

Cherokee County
Development Board

Jerry Howard

Greenville Area
Development Corporation

Bruce Morgan

City of Union

Jeff Fowler

Partnership for a Greater
Greenwood County &
Economic Development
Alliance

Marvin Moss

Laurens County
Development
Corporation

Jim Alexander

Oconee County
Economic Development
Commission

Ray Farley

Alliance Pickens

Carter Smith

Spartanburg County
Economic Development
Corporation

Stanley Vanderford

Union County Development
Board

Nancy Whitworth

City of Greenville Economic
Development

(Open Position)

Greer Development
Corporation

Julie Franklin

City of Spartanburg

U P S T A T E



A L L I A N C E

2006 Private Sector Investors

BOARD LEVEL



ARMED HEALTH  ARMED HEALTH

BANK OF AMERICA  Bank of America

BB&T  BB&T

BELLSOUTH  BELLSOUTH

BLUE RIDGE ELECTRIC COOPERATIVE, INC.  BLUE RIDGE ELECTRIC COOPERATIVE, INC.

BMW MANUFACTURING COMPANY  BMW MANUFACTURING COMPANY

BON SECOURS ST. FRANCIS HEALTH SYSTEM, INC.  BON SECOURS ST. FRANCIS HEALTH SYSTEM, INC.

CLIFFS COMMUNITIES  CLIFFS COMMUNITIES

DELTA DENTAL  DELTA DENTAL

DUKE ENERGY  Duke Energy

ELLIOT DAVIS, LLP  ELLIOT DAVIS, LLP

ERWIN-PENLAND  Erwin-Penland

GREENVILLE HOSPITAL SYSTEM  GREENVILLE HOSPITAL SYSTEM

HARPER CORPORATION  HARPER CORPORATION
General Contractors

HAYNSWORTH SINGLER BOYD, PA.  HAYNSWORTH SINGLER BOYD, PA.

JACKSON DAWSON  Jackson-Dawson

JOHNSON DEVELOPMENT  JOHNSON DEVELOPMENT



U P S T A T E A L L I A N C E



2006 Private Sector Investors BOARD LEVEL

LEATHERWOOD WALKER TODD & MANN	TAMM	PODL LANGFORD DE KOCK LLP	RUBIN & PAULIER	URSTATE ELECTRIC CO-OPS	LEC Lumber Electric Cooperative, Inc.
NEXSEN PRUET The Southern Bell Group	ROEBUCK BUILDINGS CO.	ROEBUCK BUILDINGS CO.	RUBIN & PAULIER	VERDAE PROPERTIES ILC	VERDAE PROPERTIES ILC
PALMETTO BANK The Palmetto Bank	SMITH DRAY BNE	SMITH DRAY BNE	SMITH DRAY BNE	WACHOVIA, NA	WACHOVIA
PARTNERSHIP FOR A GREATER GREENWOOD COUNTY & ECONOMIC ALLIANCE	SPARTANBURG REGIONAL HEALTHCARE SYSTEM	SPARTANBURG REGIONAL HEALTHCARE SYSTEM	SPARTANBURG REGIONAL HEALTHCARE SYSTEM	WOMBLE CARLYLE SANDRIDGE & RICE	WOMBLE CARLYLE SANDRIDGE & RICE
REDMONT NATURAL GAS	SUNTRUST	SUNTRUST	SUNTRUST	SUNTRUST	SUNTRUST

U P S T A T E A L L I A N C E



2006 Private Sector Investors PARTNER LEVEL

DORITY & MANNING



OGLETREE DEAKINS



SANTEE COOPER



SPARTANBURG WATER &
SEWER SYSTEM



THORNBLADE CLUB



U P S T A T E



A L L I A N C E

2006 Private Sector Investors

SPONSOR LEVEL



ANDERSON COUNTY DEVELOPMENT PARTNERSHIP

ART DESIGN ASSOCIATES INC.

AUTOMATION ENGINEERING CORP.

B&K BUILDING GROUP, INC.

EASIAN CAPITAL

THE FELKEL GROUP

FOOD LION LLC

HIA WORTH

JACOBS ENGINEERING

KPMG LLP

LAURENS CPW

LINNING & OAK PUBLIC RELATIONS

MAU WORKFORCE SOLUTIONS

MR. KAHN CONSTRUCTION CO., INC./ARGO DIVISION

MCNAIR LAW FIRM, P.A.

METROMCNT CORPORATION

NATIONAL BANK OF SOUTH CAROLINA

O'CONNOR MEMORIAL HOSPITAL

PEOPLES BANK CORPORATION, INC.

RAYCOM MEDIA

RBC CENTUSA

REGIONS BANK

ROSENFELD/EINSTEIN

SIMD WATER DISTRICT

TREHEL CORPORATION

YOUNG OFFICE

U P S T A T E



A L L I A N C E

2006 Private Sector Investors

FRIEND LEVEL



ACTION VIDEO PRODUCTIONS

ADVENTURES IN ADVERTISING

ALLIANCE CONSULTING
ENGINEERS, INC.

APARTMENTS & CORPORATE
RELOCATION SERVICES

ASHMOE BROS., INC.

BRO, LLC

BLOSSMAN PROPANE GAS

BF BARKER & ASSOCIATES, INC.

CAINE COLDWELL BANKER

THE CAPITAL CORPORATION

CARROLL PROPERTIES
CORPORATION

CEMER

CROSS CREEK PLANTATION

DAVIS & FLOYD

DAY & ZIMMERMAN

DELOTTE & TOUCHE

DONALDSON DEVELOPMENT
COMMISSION

EMBASSY SUITES

EVERPAULD REALTY SERVICES

ENTERPRISE CAR RENTAL

FLETCHER GROUP

FROELING & ROBERTSON

FURZAN CO., INC.

GIFFELS, INC.

GREATER GREENVILLE
ASSOCIATION OF REALTORS

GREATER GREENVILLE
CHAMBER OF COMMERCE

HOLMES SMITH
DEVELOPMENT, INC.

INDEX PRINTING

JACKSON LEWIS

KELLY SERVICES

LE HECHT HARRISON

LIBERTY PROPERTY TRUST

MACTEC ENGINEERING
AND CONSULTING, INC.

MARSHALL CLARK
ARCHITECTS, INC.

MATRIX-A BUSINESS AND
TECHNOLOGY PARK

MCDONNAN SMITH & PARTNERS

MONDIAL TRANSLATIONS

THE MUSEUM AND GALLERY
AT BOB JONES UNIVERSITY

NAL EARLE FURMAN CO.

NALLEY CONSTRUCTION
COMPANY, INC.

OPERATION ASSOCIATES

PALMETTO ECONOMIC
DEVELOPMENT CORPORATION

PARKER JOE ADAMS & BERSTEIN

PAZDAN-SMITH GROUP

PHE COMPANIES

PROMOTIONS UNLIMITED

PRUBENTIAL/C. DAN JOYNER

RUIZE FIT CLUB

ROY METAL FINISHING

SC TELCO

SCI ELECTRONICS

SHECO, INC.

SHERBERT & ASSOCIATES

SK STRATEGIES

S&ME

SOUTH CAROLINA
BANK AND TRUST

SOUTHERN HOSPITALITY GROUP

SPANBROWN PA

THOMAS CREEK BREWERY

UPSTREAM IDENTITY

WALBRIDGE SOUTHERN

WESLEY CRUM, PA

WILBUR SMITH ASSOCIATES

WINDSOR/AUKSHTRY COMPANY

PEARSON PICTER SHACKLEFORD



U P S T A T E

A L L I A N C E



County by county investment

PUBLIC SECTOR	Public Sector Investment	# of Private Sector Investors	Private Sector Investment*
Asheville	\$13,364	1	\$6,500
Anderson	\$50,000	2	\$31,000
Cherokee	\$26,269	0	\$0
Greenville	\$50,000	48	\$262,900
Greenwood	\$33,196	consortium of private sector investors	\$50,000
Lenoir County	\$31,784	3	\$43,000
Doornick County	\$33,106	3	\$13,750
Pickens County	\$50,000	4	\$35,500
Spartanburg County	\$50,000	11	\$112,000
Union County	\$14,941	0	\$0
City of Spartanburg	\$16,550	***	***
City of Union	\$10,000	***	***
City of Greenville	\$20,000	***	***
City of Greer	\$10,000	***	***
Investors with presences in multiple counties	N/A	16	\$967,566
	Total - Public Sector: \$416,934		Total - Private: \$942,306

Grand Total (all sources):
\$1,359,140

* does not include in lump



Project Flow Chart

Upstate Alliance Marketing Efforts



Produce Leads & Prospects:

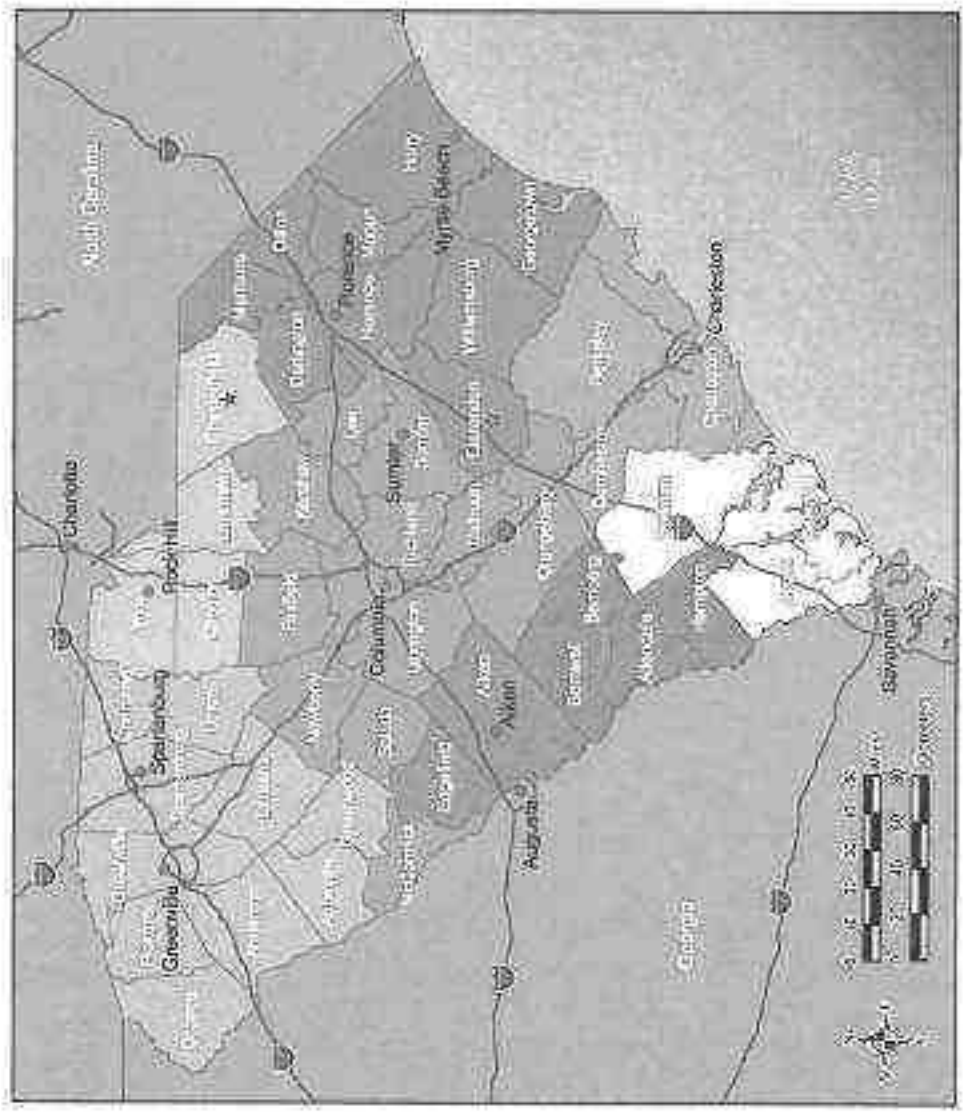


Requests for Sites & Buildings Sent to Upstate Counties/Cities



The Power of Regionalism

South Carolina Regional Alliances



- County Alliances**
- Central SC Alliance**
S. Winters Director, Executive Director
3201 Main Street, Suite 100, Columbia, SC 29201
 - Charleston Regional Development Alliance**
David Ginn, President & CEO
3200 International Blvd., Suite 3030
West Charleston, SC 29418
 - Charlotte Regional Partnership**
Kenny McLeod, C
Vice President, Economic Development
1001 Morehead Square Drive, Suite 200
Charlotte, NC 28202
 - Economic Development Partnership**
David Hughes, Executive
PO Box 1708
Aiken, SC 29802
 - NESEA**
PO Box 100347, Florence, SC 29501
 - Southern Carolina Regional Development Alliance**
Dwaine Black, President
1021 Technology Drive
Bamberg, SC 29812
 - Upstate Alliance**
Paul Johnson, President & CEO
324 Vendue Blvd., Suite 202
Greenville, SC 29607
 - No Alliance**
 - Member of Charlotte Regional Partnership and NESEA**
 - Member of Central SC Alliance and NESEA**

U P S T A T E A L L I A N C E

UpsideAlliance

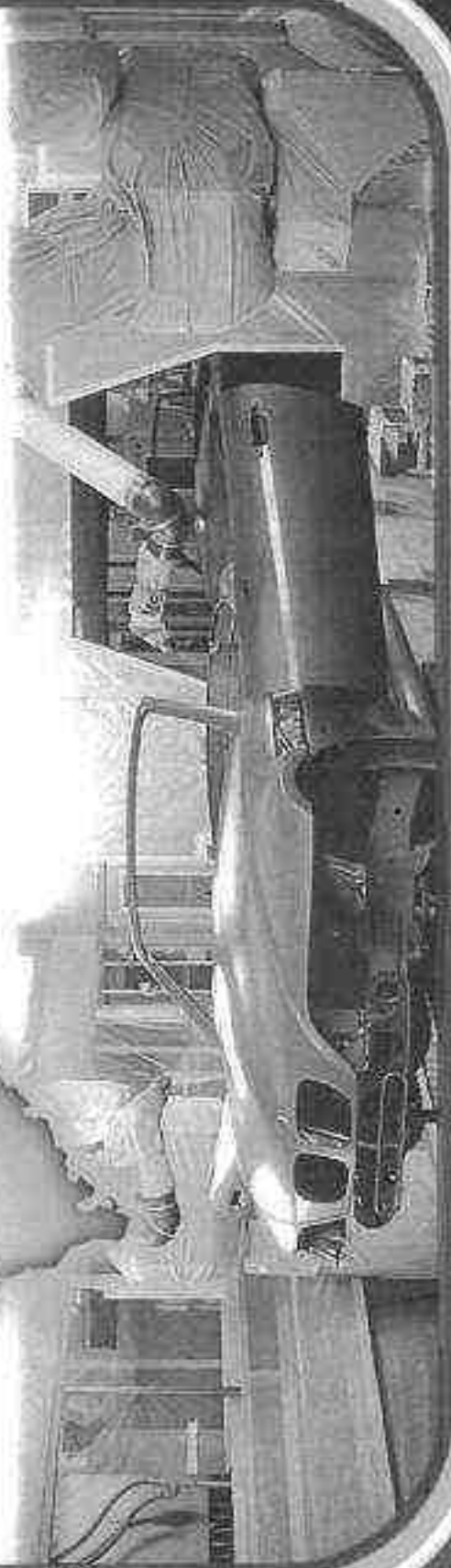


MARKETING

The Right Creative For Great Results

www.upsidealliance.com

Target Markets





Target Markets

- *Automotive*
- *Advanced Materials*
- *Life Sciences*
- *Plastics & Allied Chemicals*
- *Logistics*





2006 Business Development Highlights

EVENT

TARGETS



Photronics West Tradeshow
San Jose, CA
January 23 - 26

- ◆ Advanced Materials



MD&M Tradeshow & Mission
Anaheim, CA / Southern, CA
January 30 - February 3

- ◆ Life Science
- ◆ Plastics



RILA Tradeshow
Orlando, FL
February 19 - 22

- ◆ Distribution

U P S T A T E



A L L I A N C E

2006 Business Development Highlights

EVENT

IAMC Professional Forum

Coronado, CA
March 26 - 29



JEC Composites Show

Paris, France
March 28 - 30



SAE World Congress

Detroit, MI
April 3 - 6
Note: Update Reception: April 4

TARGETS

- ◆ Site Consultants
- ◆ Distribution

- ◆ Plastics
- ◆ Advanced Materials

- ◆ Automotive

U P S T A T E



A L L I A N C E



2006 Business Development Highlights

EVENT



BIO Tradeshow
Chicago, IL
April 9 - 12

TARGETS

- Life Science



Verizon Heritage
Hilton Head, SC
April 10 - 16

- Site Consultants
- Prospects



BMW Charity Pro-Am
Upstate
April 26 - 30
Note: BMW ED Challenge, Wednesday April 26

- Leads, Prospects
- Site Consultants & COI



U P S T A T E

A L L I A N C E

2006 Business Development Highlights



EVENT

2Q Mission

Dallas-Fort Worth, TX
May 15 - 19

TARGETS

- ◆ Advanced Manufacturing
- ◆ Site Consultants



MD & M East
New York, NY
June 6 - 8

Note: with Site Consultant event or appointments

- ◆ Life Science
- ◆ Plastics



NPE Tradeshow

Chicago, IL
June 19 - 23

Note: SC DDC Booth, Upstate Alliance event @ White Box game

- ◆ Plastics
- ◆ Advanced Materials



U P S T A T E

A L L I A N C E



2006 Business Development Highlights

EVENT

Fairborough Airshow
Fairborough, England
July 17 - 21



TARGETS

- ◆ Advanced Materials

State Partnership Day
Clemson, SC
August 3



- ◆ State Economic Development Professionals

3Q Mission
Mid-Atlantic Region
August



- ◆ Life Sciences
Advanced Materials



U P S T A T E

A L L I A N C E



2006 Business Development Highlights



EVENT

Upstate Showcase

Upstate
September 13—15

TARGETS

- Site Consultants



IAMC Professional Forum

Williamsburg, VA
September 30 – October 4

- Site Consultants



4Q Mission

TBD
September / October

- TBD



U P S T A T E

A L L I A N C E

2006 Business Development Highlights

TARGETS

- Various

- Various

EVENT

SEUS Japan
Orlando, FL
October 22 - 24

Asia Mission
China, Japan
November 13-17



A L L I A N C E

U P S T A T E





Zoom Zone

SOUTH CAROLINA

Major Development • Major Sites • Major Sites

2006 Business Development Highlights

EVENT

Zoom Zone & 'CAN-AM'
Anderson, SC
November 29--30

TARGETS

- ◆ Advanced Materials
- ◆ Automotive



Charlotte & Atlanta Site Consultant Mission
Charlotte & Atlanta
November / December

- ◆ Site Consultants




U P S T A T E


A L L I A N C E



Upstate Alliance Website



UpstateAlliance
SOUTH CAROLINA
The Right Choice for Smart Investors




What a Country: US

Upstate Alliance - Greenville County, SC

Spanish | English | Investors | About Upstate Alliance | Upstate Diverse/ISSI | Contact


Upstate Overview

- Work Force
- Business Overview
- Demographics
- Volunte
- Quality of Life
- Additional Information
- Upstate Areas



Home > Welcome > Overview

Overview Overview




Greenville County Fact Sheet

The **Foreign Center of South Carolina**

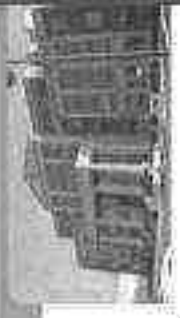
Greenville County is a world-class location, with one of the best business climates in the Southeast, along with the South Carolina Upstate we are widely recognized as an effective competitor in the global marketplace.

Greenville County is a proven, successful location for business and industry. Partners that allow over the past 100 years attract and maintain businesses have



Key Facts

- Population** - 468,216
- County Seat** - Volusia
- Largest City** - Geneva - pop. 8,120
- Major Industries** - 105 115 120 US 98
- Largest Manufacturing Employers** - (link)
- Visitors** - 100,000,000



U P S T A T E A L L I A N C E



Upstate Alliance Website Page Hits

2005-2006 Totals

	Investors Overview	Upside Overview	Total UA Home Page Visits
October 2005	361	216	2224
November 2005	295	294	2030
December 2005	353	282	1755
January 2006	628	478	2684
February 2006	479	396	2297
March 2006	505	408	2656
April 2006	453	395	2353
May 2006	457	372	2552
June 2006	479	412	2525
July 2006	408	383	2401
August 2006	407	377	2631
September 2006	439	324	2226
October 2006	378	296	2061
Totals:	3647	4774	30797

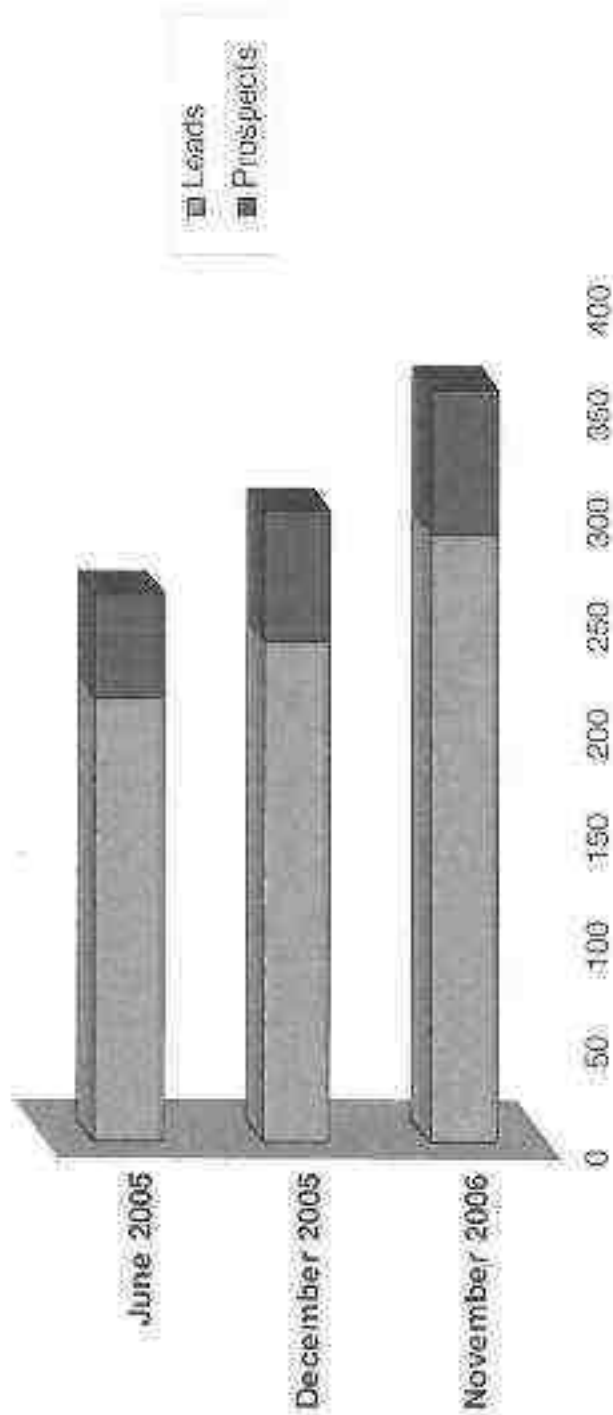


2006 Business Development

MARKETING

Total Pipeline Records = 7,042

354 Leads & Prospects
November 30, 2006



U P S T A T E

A L L I A N C E



2006 Business Development

MEASURING SUCCESS

- 34 Requests for Information sent to Upstate Public Sector Partners in 2005
 - 44 sent to-date in 2006 (20 DOC projects)
- 19 Prospect Visits Generated through Upstate Alliance Marketing efforts in 2005
 - At least two visits to each Public Sector Partner
 - 20 visits to-date in 2006 (5 represent multiple visits)
- 6 Significant 2005 Corporate Announcements Directly Related to Upstate Alliance Marketing
 - 15 total announcements since the Alliance's inception
 - 2 wins to-date in 2006





2006 YTD Upstate Alliance RFI Breakdown

(as of 10/24/2006)

46 Upstate Alliance RFIs have been issued in 2006 YTD

	RFIs Eligible	Properties Submitted	Visits
Abbeville	20	22	2
Anderson	35	49	10
Charleston	27	31	5
Greenville	37	108	18
Greenwood	22	21	2
Laurens	26	33	7
Oconee	21	18	2
Pickens	35	48	1
Spartanburg	18	88	12
Union	24	29	0
City of Greer	16	29	0
Total:		332	60

Upstate Alliance presentation visits (non-county specific): 36



U P S T A T E A L L I A N C E



2006 Upstate Alliance RFI Breakdown

OCONEE COUNTY 2006 DATA

25 Requests for Information sent to Oconee County

-11 were Department of Commerce generated, 14 were Upstate Alliance generated

Of those 25:

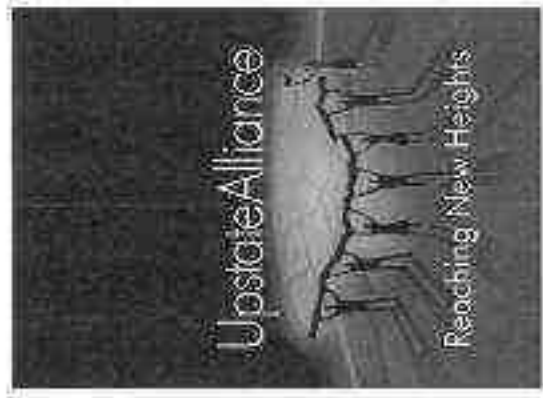
- 14 RFIs responded to are pending, long-term
- 0 Projects are Inactive/On Hold
- 1 Project has selected another site
- 10 RFIs-Oconee County did not have eligible product for

(2) Project Visits





**“Working Together,
Works.”**



Together,

We Are Stronger.”

Upstate Alliance, 124 Verdae Blvd., Suite 202, Greenville, SC 29607

Phone: 864.283.2300

U P S T A T E



A L L I A N C E



**Working Together,
Works.**



Together,

We Are Stronger."

Upstate Alliance, 124 Verdae Blvd., Suite 202, Greenville, SC 29607

Phone: 864.283.2300

U P S T A T E



A L L I A N C E

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 12/5/06
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Discussion Regarding Construction of and Financing of Seneca Library

BACKGROUND OR HISTORY:

The one cent referendum failed, therefore, if the Seneca Library is constructed, it will have to be paid for with general obligation funds.

SPECIAL CONSIDERATIONS OR CONCERNS:

Mr. Rinehart requested this be an agenda item.

STAFF RECOMMENDATION:

Staff has no recommendation.

FINANCIAL IMPACT:

Approximately \$8,000,000 in general obligation bonds.

ATTACHMENTS:

Note:

Submitted or Prepared By:

Opal O. Green

Approved for Submittal to Council:

Tom Hendricks, County Administrator

Reviewed by/initials:

:County Attorney

:Finance



OCONEE COUNTY PUBLIC LIBRARY

501 South Broad Street
Walhalla, SC 29691
(864) 638-4133 phone
(864) 638-5133 fax
www.ocplibrary.org

December 5, 2006

All Council Members
Oconee County
415 S Pine Street
Walhalla, SC 29691

Subject: **Bond Financing – New Oconee County Library in Seneca**

Gentlemen:

Tonight you will be asked to ratify bond financing for the new Oconee County Library in Seneca. On behalf of the Library Board of Trustees, Library Director Martha Haily and her staff, Friends of the Library, and citizens of Oconee County, we respectfully request that you now ratify your commitment to fund the new library in Seneca through bond financing earmarked for this purpose in the 2006/2007 budget.

- Existing Facility. The Oconee County library in Seneca was built 38 years ago, and added to in the mid-1980s. It is obsolete, and has been obsolete for some time. Even with our great staff, the 9,000 square foot building is dysfunctional as a serious library. And, it makes the wrong statement for companies and families considering relocation to Oconee County.
- Justification. When adding Newry, Richland and the Fairplay area, the Library in Seneca represents about 50% of all Oconee County card-holders. In addition, the Library in Seneca serves a few card-holders from Anderson and Pickens Counties. And, building this new facility, as planned, will eliminate the need for expansion in Walhalla for the foreseeable future. In fact, it will allow greater efficiencies and provide better access and selection through-out the Oconee County Library System.
- Fact and Fiction. To the question "Why do we always have to have the biggest and the best?" When complete, the main library in Oconee County will be one third (1/3) the size of the Anderson County main library, and one half (1/2) the size of the Pickens County main library. Hardly the biggest and maybe not the best. However, it will allow us to meet Oconee County's obligation to Library System users.
- Library Board is Ready. The Library Board of Trustees is ready to move forward. A site has been recommended to Council and, by unanimous vote, the Library Board of Trustees have identified the needs and space required for the new library.

in Seneca. We are ready to commence the design phase and, promptly thereafter, move to construction.

- OCPL Renaissance Fund. In keeping with my November 7 commitments, as presented, the OCPL Renaissance Fund will be capitalized (initially estimated at \$67,700) at closing of the recommended site. We will seek matching funds and grants for the purpose of adding art and art objects to Oconee County libraries.
- The Request. Under the Capital Projects Tax, we would have received \$8,500,000 for this purpose. Our bonding request is for \$8,375,000, an anticipated savings of \$125,000. This includes the site purchase, savings for demolition and project phasing at the current site, addition of interior roadways, the new building, furniture, fixtures and equipment, all offset by the sale of the existing library site and building in Seneca.
- If Delayed. If delayed, this project could be placed out of order, resulting in greater needs over time, greater costs over time, and leave the Oconee County Library System inefficient and unable to provide service at levels that users rightfully expect. It would also not be fair to burden new Council members, by not ratifying the commitment this Council made when earmarking this bonding in the 2006/2007 budget.
- Recognition. In keeping with tradition, you should be recognized for your commitment through a large bronze plaque near the entrance of the new library. This recognition should underscore your commitment to higher learning and greater access to all, especially those that may not otherwise have options.

We respectfully request that you join the Library Board of Trustees, Library Director Martha Baily and her staff, the Friends of the Library and citizens of Oconee County in a show of unity. A unanimous vote would be ideal.

Respectfully yours,

OCONEE COUNTY LIBRARY BOARD OF TRUSTEES



John W. Adams, Chairman

cc: Tom Hendricks, County Supervisor
Brad Norton, Attorney for Oconee County
Opal O. Greene, Clerk to the Council
George Blanchard, District I Council Elect
Mario Suarez, District III Council Elect
Martha Baily, Library Director
Barbara Askew, President, Friend of the Library
Members of the media

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: 12/05/06
COUNCIL MEETING TIME: 3:00 p.m.

ITEM TITLE OR DESCRIPTION:

Request for Maintenance Agreement with DataWorks Plus for hardware and software support for the LiveScan fingerprint / mugshot photo system for the Detention Center.

BACKGROUND OR HISTORY:

The LiveScan System was installed in January, 2006. This hardware and software, which was purchased with federal grant and local match funds, allows the digital capture, storage and retrieval of arrestee fingerprints and mugshot photographs. The purchase price was \$50,830.

SPECIAL CONSIDERATIONS OR CONCERNS:

The current one year warranty expires in January, 2007. The Maintenance Agreement will cover the period 1/25/07 - 1/24/08. The agreement includes repair or replacement of malfunctioning hardware, next-day delivery of a replacement unit, software updates and enhancements, and remote site and onsite support. This maintenance agreement is needed due to the specialized and proprietary nature of the hardware and software.

STAFF RECOMMENDATION:

The Detention Center Director recommends purchase of the maintenance / support agreement. Prior to obtaining the LiveScan, we used the DataWorks mugshot system and have received excellent service and support from them pursuant to a previous maintenance agreement.


FINANCIAL IMPACT:

The cost of the agreement is \$6,878.20. This amount was budgeted in the current Data Processing line item (010-105-30056) for the Detention Center.


ATTACHMENTS:

Maintenance agreement from DataWorks.

Submitted or Prepared by:


(Department Head/Elected Official)

Approved By:


Tom Hendricks,
Oconee County Administrator

Reviewed By/Initials:

_____ County Attorney _____ Finance _____ Other

C: Clerk to Council

DataWorks Plus, LLC
1166 N. Pleasantburg Drive
Greenville, SC 29607



866-832-2780 (Toll-Free)
864-872-2780 (P)
864-872-2787 (F)

DATAWORKS PLUS MAINTENANCE AGREEMENT

Customer: Oconee County Detention Center
415 S. Pine Street
Walhalla, SC 29691
Attn: Major Steve Pruitt

Term: 1/25/07 to 1/24/08
BASE PLAN: SW&HW, 8X5 – 4 Hour Response onsite (M-F)
12 Hour response on weekends

Amount: \$6,878.20
(Six thousand, eight hundred seventy-eight dollars & 20 cents)

Payment Terms: Net 30

Services Provided:

- 1) DATAWORKS PLUS will, at no additional expense to the *Oconee County Detention Center*, repair or replace any piece of covered Hardware that malfunctions due to normal wear and tear. This does not cover hardware malfunctions due to acts of God or hardware/hardware components replaced at the discretion of the *Oconee County Detention Center*. This contract does not include consumable items such as (but not limited to) printer paper, printer ribbons, toner, photographic paper, magnetic tapes, or transfer ribbons for printers.

Customers needing to update any hardware, but still maintain coverage from DATAWORKS PLUS, will need to contact DATAWORKS PLUS and have their contract record updated. The decision to replace hardware is at the sole discretion of DATAWORKS PLUS. DATAWORKS PLUS reserves the right to replace any piece of covered Hardware with the same or comparable model if the existing model is no longer available.

- 2) DATAWORKS PLUS will, at no additional expense to the *Oconee County Detention Center*, provide next-day delivery of a replacement unit for any piece of covered Hardware that malfunctions due to normal wear and tear. DATAWORKS PLUS will provide next-day delivery by UPS Red Label, FedEx Priority Overnight, or a similar service. Replacement units will be loaned to the *Oconee County Detention Center* until DATAWORKS PLUS has repaired the failed unit or until DATAWORKS PLUS makes the decision to provide a permanent replacement.
- 3) DATAWORKS PLUS will, at no additional expense to the *Oconee County Detention Center*, provide all hardware and firmware updates for all hardware purchased from DATAWORKS PLUS as deemed necessary.
- 4) DATAWORKS PLUS will, at no additional expense to the *Oconee County Detention Center*, correct any failures of the Software to meet its specifications.



- 5) DATAWORKS PLUS will, at no additional expense to the **Oconee County Detention Center**, provide all enhancements, additions and updates to the DATAWORKS PLUS Software as needed. Customers can contact our Technical Support team to schedule Software upgrades for any Software purchased from DATAWORKS PLUS. All Software upgrades should be scheduled during normal business hours. Fees for non-business hours upgrades can be provided as needed. The on-site system administrator should manage Operating System updates and Anti-virus software.
- 6) DATAWORKS PLUS will, at no additional expense to the **Oconee County Detention Center**, provide all hardware and software necessary to provide remote site support. The **Oconee County Detention Center** is responsible for providing a VPN or direct-inward-dial telephone line.
- 7) Customers who provide their own hardware will be responsible for the following in the event of hardware failure: Replace the hardware, install the OS and patches, install SQL, and provide a means of access (VPN or dial-in) to the new hardware. DATAWORKS PLUS will be responsible for re-loading the DATAWORKS PLUS Software and working with the customer to recover the database.
- 8) If the remote site support does not satisfactorily resolve the problem, DATAWORKS PLUS may choose to send a qualified technician to your site to correct the problem. The decision to send a technician onsite will be at the sole discretion of DATAWORKS PLUS and will be done at no additional expense to the Oconee County Detention Center.
- 9) Toll-free telephone support (866-632-2780, dial "3" for Customer Support), is available with guaranteed (1) hour callback. Customer Support may also be reached via email at: support@dataworksplus.com. Additional charges may apply for call tickets started outside of the standard contract coverage hours (8am to 5pm local site time, M-F).

Additional engineering and support efforts by DATAWORKS PLUS, beyond the scope of this agreement, may be charged as follows: (Local site time – with a two (2) hour minimum)

- \$180 per hour 8am to 5pm, Monday – Friday (excluding holidays)
- \$260 per hour After 5pm, M-F, Saturday & Sunday, and all holidays

In addition, any related travel or administrative expenses involved will be billed.

- 10) DATAWORKS PLUS will provide a 30% discount on refresher training to the **Oconee County Detention Center**.
- 11) The **Oconee County Detention Center** through written notification to DATAWORKS PLUS may cancel this maintenance/support agreement. Any unused pro-rated share of the maintenance/support costs will be refunded to the **Oconee County Detention Center**.

DataWorks Plus, LLC
168 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864-672-2780 (P)
864-672-2787 (F)

DATAWORKS PLUS

Oconee County Detention Center

Federal ID: 57-1104887

Name: _____

Name: Lisa Cole

Signature: _____

Signature: 

Title: _____

Date: November 14, 2006

Date: _____

Invoice: TBD

PO#: _____

Hardware List:

- One (1) Dell GX520 - Server/Capture/Livescan
- One (1) Lexmark T632 Printer
- One (1) Canon S2 IS Camera
- One (1) Smith Heimann cabinet with Touchscreen Monitor
- One (1) Smith Heimann Lite-UE
- One (1) Electronic Signature Capture Pad

Software List:

- a. PhotoManager™
- b. Livescan Plus with Palm Print Capture, 100,000 electronic Tenprint card storage and SLED AFIS Interface
- c. Interface to New World JMS

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: December 5, 2006
COUNCIL MEETING TIME: 3 p.m.

ITEM TITLE OR DESCRIPTION:

RFP 06-13, Media FAM Tour. Oconee County Parks and Tourism Commission requests funds in the amount of \$19,340.00 for Media Familiarization (FAM) Trip to raise awareness of Oconee County and generate tourism; to introduce (travel) writers and editors to the outdoor adventures of Oconee County through a weekend FAM trip; to generate editorial coverage for Oconee County in both short and long lead media outlets; to showcase areas such as, but not limited to: Waterfalls, Lake Keowee, Lake Jocassee, Dixie Hartwell, Stumphouse Tunnel, Whitewater rafting, Local Lodging and Restaurants, etc.; to set a precedence for possible future FAM trips of Oconee County with travel media. The Parks and Recreation Committee approved this request at their meeting on 10/23/06.

BACKGROUND OR HISTORY:

During the fiscal year, Local Accommodations Tax Funds received by the County are reserved to enhance the facilities that serve the tourists who visit the County and support the public services that are available to tourists in order to promote and further encourage tourism in the County.

BID SOLICITATION HISTORY:

On November 7, 2006, formal sealed Request for Proposals were opened for this service. Six companies were originally notified of this bid opportunity. Only one proposal was received from Pineapple Public Relations of Atlanta, GA, with a budget not to exceed \$19,340 (see attached Bid Tabulation). The Evaluation Committee reviewed Pineapple's proposal and found them qualified to conduct the FAM trip and the cost is within the County's budget.

SPECIAL CONSIDERATIONS OR CONCERNS:

The goal of this FAM Trip is to raise awareness of Oconee County and generate tourism targeted editorial coverage in regional newspapers and lifestyle magazines. This FAM Trip will generate positive media coverage of Oconee County as a visitor destination, and will use public relations to attract major media and generate more awareness of Oconee County's visitor opportunities.

STAFF RECOMMENDATION:

Approve project award to Pineapple Public Relations for up to \$19,340.00 for Media Familiarization (FAM) Trip.

FINANCIAL IMPACT:

Not to exceed \$19,340.00 with funds coming from the 25% Parks and Tourism portion of the Local Accommodations Tax Fund (013-705-00095 00300), with no matching requirement and no impact to the general fund budget.

ATTACHMENTS:

1. Bid Tabulation

Submitted or Prepared By:

Phil Shirley
PRT Director

Marianne A. Dillard
Marianne A. Dillard, Procurement Director

Approved for Submittal to Council:

Tom Hendricks
Tom Hendricks, County Administrator

Reviewed By/Initials:

 nfs County Attorney

 RH Finance

 na/ Other

C: Clerk to Council

 VHL Grants

Original Budget Order amount for bid item: \$25,300
Budget Code: 12-205-60035-00300

I hereby certify that to the best of my knowledge the

information of bids is accurate.

Marianne F. Pallas
Procurement Director

Bidders	Pineapple Public Relations	Communications Works LLC	Debbie Nelson & Assoc.	Bellet Group
Address	Atlanta, GA	Greenville, SC	Greenville, SC	Greenville, SC
Submitted Proposal	yes	no	no	no
Fee Schedule				
Time and Service	12,000.00			
Invitation & Press Kit	1,500.00			
Accommodations (10 meals, two nights)	3,900.00			
Food & Beverage (10 people)	1,140.00			
Transportation	1,500.00			
Welcome Gift	200			
Total Cost	19,340.00			

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: December 5, 2006
COUNCIL MEETING TIME: 3:00 p.m.**

ITEM TITLE OR DESCRIPTION:

Bid 06-06, Road Paving 2006 – Asphalt Overlay, Milling, Reconstruction and Asphalt of Gravel Roads of approximately 17.23 miles.

BACKGROUND OR HISTORY:

Council requested clarification on the bidding process at the November 21, 2006, council meeting. Council's primary concern was using Oconee County Rock Quarry aggregate and questioned if the low bidder would change since the estimated quantities of SCDOT asphalt would be reduced because of less than expected C-Funding.

BID SOLICITATION HISTORY:

On November 9, 2006, formal sealed bids were opened for this contract. Twenty-one companies were originally notified of this bid opportunity. Five companies submitted bids, with Pickens Construction, Inc. of Anderson, SC, submitting the lowest bid of \$1,784,733.76 (see attached Bid Tabulation). At the time of bidding, the estimated C-Funding contribution was estimated to be in excess of \$1,000,000. According to the bid documents, the basis of award is to compute the cost of the project based on the estimated quantities provided. For illustrative purposes, another Bid Tabulation was created to demonstrate the effect of revised quantities (see attached Bid Tabulation Based on Actual C-Funding). Pickens Construction, Inc., remained the low bidder by \$123,006.89.

SPECIAL CONSIDERATIONS OR CONCERNS:

Every effort has been made to use Oconee County Rock Quarry aggregate and maintain a fair and equitable bidding process. Since the production of asphalt products are site specific to each asphalt plant, if we require that Oconee County Rock Quarry aggregate be used in the asphalt mix, we could run the risk of drastically increasing an asphalt plant's asphalt production costs. The most fair and equitable way for paving contractors to bid paving projects is to allow them to use the cheapest aggregate that they can process and produce the quality of asphalt that the County desires at a reasonable cost.

Just as reminder, we are reserving an additional \$450,000 to do in-house County Road paving projects and to contract out some much needed centerline striping. *A large portion of the above money will be to purchase aggregate and asphalt that will translate to sales for the Oconee County Rock Quarry.*

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Award bid #06-06 to **Pickens Construction, Inc.** for the amount of \$1,784,733.76 and execute contract.

FINANCIAL IMPACT:

The 2006 Road Paving Contract will be funded from the FY 2006-2007 Budget as follows:

010-601-50881-00000	Road Paving Capital	\$1,300,000
010-601-60738-00000	General Use Gravel	\$350,000
013-601-60224-00158	National Forestry	\$350,000
013-601-60880-00255	C-Fund	\$225,000

TOTAL AVAILABLE BUDGET for 2006 PAVING CONTRACT = \$2,225,000

The total projected bid cost is estimated to be \$1,784,733.76. Stone from our Rock Quarry will be provided at an estimated cost of \$240,016.24, and an approximate 9% contingency of \$200,259 is included for a total maximum expenditure of \$2,225,000, which matches the available budget above.

ATTACHMENTS:

1. Bid Tabulation
2. Bid Tabulation Revised Quantities Based on Actual C-Funding
3. Contract

Submitted or Prepared By:

Approved for Submittal to Council:



Marianne A. Dillard, Procurement Director



Tom Hendricks, County Administrator



B. Mack Kelly, Jr., PE, PLS, CFM
County Engineer

Reviewed By/ Initials:

n/a County Attorney

 Finance

 Grants

above Department

C: Clerk to Council

Revised Quantities Based on C-Funding

I hereby certify that to the best of my knowledge, this tabulation of bids is correct.

Wesley H. Pollock
Procurement Director

Approved Budget Change amount for bid item \$2,274,300.
Budget Code: 00-001-50801-S1-300.000 - 0-000 80735 \$161,000;
15-001-00224-450-5-4350.000-1-601-60800-00280-80735 000

Bidders Address City	Unit	Description	Ashmore Brothers, Inc. Great, SC		Hubbard Paving & Grading Inc. Westminister, SC		King Asphalt Inc. Liberty, SC		Pickens Construction, Inc. Anderson, SC		Sloan Construction Co. Inc. Duncan, SC	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
17-975	Ton	Asphalt	63.02	1,032,764.50	47.95	261,901.75	57.00	870,850.00	50.75	917,231.25	78.00	1,330,000.00
5-523	Ton	Asphalt w/SCDOT Stone Spread	53.02	345,359.48	46.52	312,155.98	52.91	709,221.93	51.50	294,434.50	76.00	219,748.00
2-450	Ton	Binder	81.94	407,353.04	68.75	305,857.50	80.00	366,000.00	72.00	320,400.00	128.00	359,600.00
832	Ton	Binder w/SCDOT Stone Spread	91.94	85,315.08	77.92	72,062.24	77.00	71,794.00	72.54	57,607.26	126.00	119,295.00
1-53	SY	Overlay	335.80	95,127.80	38.50	13,853.00	4.25	6,931.75	12.35	70,142.85	24.00	39,144.00
24-369	SY	Milling in place (Milling with Soil Shoulders)	1.35	32,664.10	2.50	60,915.00	2.30	31,675.80	1.50	36,945.00	15.00	243,860.00
8-268	SY	Milling and remove (Milling with G&S)	4.85	39,205.70	8.50	53,535.00	4.30	37,459.20	5.05	51,404.80	19.00	62,960.00
1-333	SY	Unclassified Materials (Milling)	33.90	51,315.40	8.50	3,036.50	11.25	17,246.25	2.35	18,927.50	28.00	42,924.00
24-369	SY	5/8" Up (Milling w/Soil Shoulders)	2.55	62,150.30	2.90	70,561.40	2.50	60,875.00	0.50	12,183.00	4.00	87,464.00
4-236	SY	5/8" Up (Milling with G&S)	3.40	21,413.20	2.90	18,264.20	2.50	15,746.00	0.85	2,053.00	4.00	36,182.00
1-368	Gal	Liquid Asphalt Emul	2.46	3,899.02	2.89	3,521.52	5.00	9,840.00	3.90	5,385.20	2.00	2,738.00
4-750	SY	Paving Fabric (Reconstr.)	2.60	13,320.00	4.10	18,428.00	2.00	9,300.00	2.00	9,900.00	5.00	25,750.00
428	SY	Set Up (Reconstruction)	2.88	1,419.80	2.25	963.00	3.00	1,294.00	2.35	1,006.80	62.00	26,538.00
323	SY	Underspread Materials (Gravel/Top)	35.50	31,167.40	5.25	5,758.75	15.00	14,768.00	12.35	11,888.05	24.00	22,152.00
18-452	SY	Set Up (Gravel Road)	1.05	9,374.90	3.25	41,516.20	3.10	27,578.00	5.45	8,301.40	5.00	55,358.00
429	CV	Shoulder Build-up	25.45	22,370.50	27.05	21,621.25	38.00	30,750.00	28.50	25,924.50	43.00	37,787.00
5-28	MSY	Seeding	1,395.00	7,045.80	3,980.00	20,882.00	1,310.00	6,864.00	1,050.00	5,344.00	800.00	4,224.00
15	Each	Core Testing	113.00	1,890.00	130.00	1,500.00	80.00	800.00	50.00	750.00	75.00	1,125.00
49	Each	Nuclear Testing	55.00	2,475.00	75.00	3,375.00	80.00	3,200.00	80.00	2,250.00	50.00	2,250.00
Contractor's Grand Total				2,325,716.69		1,801,403.87		1,951,808.93		1,775,395.95		3,182,334.00
Submitted Bid Bond			Yes		Yes		Yes		Yes		Yes	
Acknowledge Receipt of Addenda 1, 2 & 3			Yes		Yes		Yes		Yes		Yes	

Unrated quantities to reflect actual C-Funding.

Our quantities are estimates so an additional road was added to insure that S.C.C.F. Funding was used (\$225,000).

CPFFs require 100% non-complex and that all materials used must be as specified in SDDOT. We are spending an additional \$43,261 to receive \$274,000.

I hereby certify that to the best of my knowledge this
bid is not a subcontractor bid for the above project.
Robertson with F. Robertson
Measurement: correct

Approved Bidder: Unknown amount for bid item \$2,225,000
Bid Seat: Dave (7-801) 503-8141, 300, 303, (9-881) 307-215-3287/930
10-00-60724-07125 \$150,000 (3-801) 603-880-03255 3-225-1307

Bidder's Address	Approx City	Unit	Description	Asbmore Brothers, Inc. Greer, SC		Hubbard Paving & Grading Inc. Westminster, SC		King Asphalt Inc. Liberty, SC		Pickens Construction Inc. Anderson, SC		Stain Construction Co. Ino. Duncan, SC	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
		10-001	Spall	13.06	552,303.42	47.88	303,487.33	54.03	503,134.50	60.75	339,547.76	35.00	359,586.00
		12-907	Asphalt w/Steel Mesh Stone Spalls	83.02	517,810.54	95.02	733,481.34	13.81	563,613.33	81.50	636,315.33	70.00	356,552.00
		1-168	Emulc	31.53	489,444.17	38.75	201,328.05	50.00	241,448.30	72.00	276,868.00	128.00	352,762.00
		2-314	Gravel w/SDOT Stone Spalls	87.54	211,843.00	77.32	175,312.48	77.00	170,718.00	72.50	167,047.50	128.00	306,152.00
		1-024	Unconsolidated Materials (Asphalt Base)	33.89	54,120.88	8.99	13,822.61	0.25	6,281.76	12.35	21,142.60	74.00	35,114.00
		24-306	Milling Imp. w/ Filling w/11" Spill 2' rollers.	1.95	12,894.11	2.80	60,619.00	1.30	131,675.83	1.90	38,338.00	10.00	243,660.36
		6-096	Milling and Filling (Milling w/11" Spill)	4.55	25,285.50	8.00	55,832.31	9.80	57,166.20	11.00	31,904.80	19.00	62,903.00
		1-532	Unconsolidated Materials (Gravel)	28.90	361,815.40	9.50	15,030.50	11.25	17,246.28	12.30	18,539.58	28.00	43,434.00
		27-268	Set Up Milling w/Steel Shredders	7.50	52,133.30	2.40	10,564.00	2.50	10,515.00	4.50	12,164.00	7.00	37,168.00
		5-038	Set Up Milling with GSS	2.40	13,473.20	2.80	19,284.20	2.50	15,345.00	3.58	4,383.70	4.65	75,187.60
		1-060	Unconsolidated Materials (Asphalt)	2.85	2,894.00	2.88	3,653.52	3.00	6,290.00	3.00	5,355.00	3.00	2,798.00
		4-750	Paving Fabric (Ready)	3.00	3,300.00	4.00	18,378.00	2.00	3,500.00	2.00	3,000.00	3.00	23,760.00
		3-02	Set Up Reconstruction	3.85	1,219.80	2.26	662.00	3.00	1,284.00	2.35	1,006.80	62.00	38,538.00
		1-24	Unconsolidated Materials (Gravel Rd)	33.83	31,397.40	8.28	6,768.75	10.30	11,765.90	12.30	11,866.05	20.00	22,132.00
		10-454	Set Up (Gravel) Ready	1.08	18,274.68	3.26	41,817.00	1.30	27,578.00	3.40	8,363.40	3.00	58,350.10
		0-5	Shoulder Grade-up	28.15	22,370.30	24.55	21,903.05	19.50	33,753.03	39.50	35,930.50	43.00	37,739.00
		9-08	Gravel	1,328.00	7,049.80	3,807.00	20,899.00	1,200.00	6,800.00	1,300.00	5,234.00	600.00	4,324.00
		1-1	Core Testing	110.00	1,850.00	100.00	1,600.00	50.00	900.00	50.00	750.00	75.00	1,125.00
		4-1	Moisture Testing	58.00	2,451.00	18.00	3,575.00	65.00	2,700.00	56.00	2,280.00	63.00	7,230.00
Contractor's Grand Total					2,494,710.60		1,807,128.38		1,815,520.83		1,787,235.75		3,162,154.00
		Small Total Bid Bond		yes	yes	yes	yes	yes	yes	yes	yes	yes	
		Authorized Receipt on Schedule 1, 2 & 3		yes	yes	yes	yes	yes	yes	yes	yes	yes	

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

THIS AGREEMENT made and entered into this _____ day of December, 2006, by and between OCONEE COUNTY, South Carolina (hereinafter "the COUNTY") and, PICKLENS CONSTRUCTION, INC. (hereafter "the CONTRACTOR"),

1. SCOPE OF WORK

- a. For and in consideration of the **unit prices** hereinafter specified, (see Bid Form), CONTRACTOR agrees to perform on behalf of the COUNTY certain roadwork and asphaltting at the direction of Oconee County, the total of such work not to exceed \$1,784,733.75 dollars. The Roads and Bridges Manager of Oconee County shall elect roads to be set up and asphalted by the CONTRACTOR at the prices stated in the contractor's bid proposal.

2. PROGRESS PAYMENTS

Payments are to be made for work described above on the tenth (10th) day of the month or as mutually agreed to in writing by the County and the Contractor. However, CONTRACTOR agrees to pay, as liquidated damages, the sum of one thousand (\$1000.00) dollars per day for all days in excess of agreed completion date listed below under Section 3, Contract Period.

Therefore, the COUNTY shall retain 10% of all payments to insure payments of any liquidated damages as may occur and to insure full compliance with contract.

3. CONTRACT PERIOD

The Contract Period and effective term of the Agreement shall run on or about December 6, until June 15, 2007 unless the parties mutually agree in writing to extend the same.

4. OBLIGATIONS OF CONTRACTOR

- a. The CONTRACTOR shall furnish, for a contract price specified herein, all labor, materials, equipment, machinery and supplies necessary to perform and complete surfacing of the roads according to the general plans and specifications, to cause to be paid subcontractors, material, men and suppliers for such equipment, as well as any lessors thereof.

- b. CONTRACTOR agrees to comply with all Federal, state and local laws and regulations with regard to road construction and paving.
- c. CONTRACTOR shall employ certified personnel and equipment to prepare daily analysis reports that provide information regarding plant mix, including bitumen content, gradation, marshal stability. The COUNTY shall be supplied with a copy of this daily analysis report. If CONTRACTOR is running State work and COUNTY work simultaneously, the CONTRACTOR will submit a copy of the State's analysis report in lieu of a separate report for the COUNTY work. COUNTY reserves the right, at its discretion, to employ a qualified independent testing agency to perform testing at the plant site or from the product delivered to the job site, using CONTRACTOR'S equipment at no additional cost to the COUNTY, to verify that specified mix design is being batched.
- d. CONTRACTOR will furnish to the COUNTY a performance bond prior to any payments in the penal sum of \$1,784,733.76 dollars. Said bond shall be acquired by the CONTRACTOR at its own expense and provide appropriate provisions warranting that the construction and work performed by the CONTRACTOR or its employees or subcontractors shall be free of defects in workmanship and materials for a period of one (1) year from date of acceptance of the total contract by the COUNTY.
- e. CONTRACTOR will furnish to the COUNTY proof to the satisfaction of the County that the CONTRACTOR is licensed to do business in the State of South Carolina.
- f. CONTRACTOR shall submit proof of valid policies currently in force for worker's compensation insurance for all employees of the CONTRACTOR, as well as public liability insurance of at least \$5,000,000 limit.
- g. CONTRACTOR shall furnish at all times in all phases of construction qualified key personnel including, but not limited to, operators, laborers, one foreman, plus sufficient trucks and drivers.
- h. CONTRACTOR may assign only one crew at a time to COUNTY work, unless approved by the Oconee County Roads and Bridges Manager at least 24-hours prior to second crew beginning work. No asphalt work is authorized without an Oconee County Inspector on site. Any work done without an Oconee County Inspector present is subject to removal and replacement solely at the CONTRACTOR'S expense.

5. DUTIES AND OBLIGATIONS OF THE COUNTY

- a. COUNTY shall pay CONTRACTOR for work and service performed by it according to the provisions of this agreement in the manner specified herein.

- b. The COUNTY warrants that it has sufficient and valid right-of-ways for the roads upon which CONTRACTOR is to perform services. The COUNTY will, on a regular basis, consult with and be available for direction and designation of work to be done according to the terms of the Agreement, in such a matter as to prevent undue stoppage or delay of work on the part of the CONTRACTOR.
- c. Notwithstanding any other provisions of this agreement, the parties understand and agree that nothing herein shall require the COUNTY to designate any specific amount of work for the CONTRACTOR and its crew to perform and may elect to work or cause to be reworked only such of its roads as it deems to be in the best interests and needs; not to exceed the maximum contract sum specified herein, all without the consent of the CONTRACTOR.

6. GOVERNING LAW

- a. The parties mutually agree that the terms and conditions hereof shall be governed by and construed under the laws of the State of South Carolina, and that any controversy hereunder shall be submitted to and come within the jurisdiction of the Courts of Oconee County, S.C.
- b. The specifications and bid package #06-06, which was duly awarded by the Oconee County Council are hereby made an integral part of this contract by reference and is to be adhered to unless specifically altered by this contract.

TO ALL OF WHICH the parties have heretofore agreed, and in witness whereof have hereunto placed their Seals and cause these present to be executed by their officers and agents authorized to do so this date and date first above written.

Signed, Sealed and Delivered
 In the Presence of:
 (As to County)

OCONEE COUNTY (SEAL)

By: _____
 Oconee County

(As to Contractor)

PICKENS CONSTRUCTION, INC.
 (SEAL)

By: _____

TENTATIVE RECONSTRUCTION ROADS

NUMBER	ROAD NAME	WIDTH FEET	LENGTH FEET
SE-155	FOREST CREEK DR	24	1,710
SE-156	MARGIE CT	24	90
RECONSTRUCTION ROADS TOTAL		FEET	1,800
		MILES	0.34

TENTATIVE CURB & GUTTER MILL ROADS

NUMBER	ROAD NAME	WIDTH FEET	LENGTH FEET
WA-245	CANE CREEK HARBOR RD	20	1485
SE-237	AMETHYST WAY	20	375
SE-269	EMERALD POINTE DR	20	994
CURBED MILL ROADS TOTAL		FEET	2,834
		MILES	0.54

TENTATIVE SHOULDERED MILL ROADS

NUMBER	ROAD NAME	WIDTH FEET	LENGTH FEET
SE-37	S ALEXANDER RD	19	4,698
KE-17	RAMEY RD	20	1,525
TU-45	OLD LIBERTY RD	18	4,354
TJ-144	ALI DR	20	680
SHOULDERED MILL ROADS TOTAL		FEET	11,685
		MILES	2.21

TENTATIVE LOCAL FUND OVERLAY ROADS

NUMBER	ROAD NAME	WIDTH FEET	LENGTH FEET
WA-164	GAPPS RD	20	2,948
SE-382	E LONSDALE ST	20	2,387
CH-33	VERNER MILL RD	20	17,037
TU-98	LA-Z ACRES RD	20	8,850
CH-20	ROSS MOUNTAIN RD	20	8,542
PU-3	CHARLIE COBB RD	19	5,530
KE-39	COURTNEY DR	19	4,660
LOCAL FUND OVERLAY TOTAL		FEET	47,984
		MILES	9.09

Note: Highlighted items are partially funded by C-Funds

TENTATIVE C-FUND OVERLAY ROADS

NUMBER	ROAD NAME/SUBDIVISION	WIDTH FEET	LENGTH FEET
CH-23	TURPIN RD	20	3,115
WA-257	WHITE HARBOUR RD	20	1,370
WA-60	MCDONALD POINT RD	20	2,024
WA-65	CRYSTAL FALLS RD	20	3,904
TU-73	MADISON SHORES DR	20	3,992
TU-20	NORTH SHORES DR	20	1,890
KE-63	S CRAGGMORE DR	20	2,286
SE-145	TIMBERLAKE ONE CIR	18	871
C-FUND OVERLAY ROADS TOTAL		FEET	19,452
		MILES	3.68
TENTATIVE C-FUND GRAVEL ROADS TO OVERLAY			
NUMBER	ROAD NAME/SUBDIVISION	WIDTH FEET	LENGTH FEET
SE-472	W CAPEWOOD AVE	20	2,176
SE-2	WATSON DR	20	1,050
CE-176	OAK FOREST TRL	20	1,887
SE-281	OAK VALLEY RD	20	2,303
C-FUND GRAVEL ROADS TOTAL		FEET	7,216
		MILES	1.37
TOTAL		90,951 FEET	17.23 MILES

Note: Highlighted items are partially funded by C-Funds.

TENTATIVE RECONSTRUCTION ROADS 2006/07

NUMBER	ROAD NAME	LENGTH FEET	WIDTH FEET	ASPHALT TYPE	ROAD AREA SQ YDS	PETROMAT	2 INCH SURFACE TONS	DW APRONS	DW TONS	INTER SECTIONS	INTER SECTIONS TONS	CUL-DE-SACS	CUL-DE-SACS TONS	BACK SLOPE	BACK SLOPE CU YDS	BACK SLOPE TONS	TOTAL SURFACE TONS	MAP LOCATION
SE-155	FOREST CREEK DR	1,710	24	SC DOT	4560	YES	513	21	147	2	32	1	30	92.0	92.0	182	913	D6- MAP 5
SE-158	MARGIE CT	90	24	SC DOT	240	NONE	27	2	14	1	16	1	35	9.1	9.1	18	96	D6- MAP 5
	TOTAL	1,800	FEET															
		0.34	MILES															

NOTE 1* MARGIE CT IS A SMALL CUL-DE-SAC OFF FORREST CREEK DR.

TENTATIVE MILLING ROADS 2005													
ROADS WITH CURB AND GUTTER													
NUMBER	ROAD NAME	LENGTH FEET	WIDTH FEET	ASPHALT TYPE	ROAD AREA SQ YDS	3 INCH STONE TONS	2 INCH SURFACE TONS	D/W APRONS	D/W TONS	INTER SECTIONS	INTER SECTIONS TONS	TOTAL SURFACE TONS	MAP LOCATION
WA-248	CAME CREEK HARBOR RD	1485	20	SG DOT	3256	695	365	17	119	5	80	585	B1-MAP 5
SE-237	AMETHYST WAY / PARTIAL	375	20	SG DOT	833	229	94	6	42	2	32	168	E4-MAP 5
SE-259	EMERALD POINTE DR	994	20	SG DOT	2209	607	249	8	56	5	80	385	B1 C1-MAP 5
	TOTAL	2,854	FEET										
		0.54	MILE										

TENTATIVE MILLING ROADS 2005													
ROADS WITH SOIL SHOULDERS													
NUMBER	ROAD NAME	LENGTH FEET	WIDTH FEET	ROAD AREA SQ YDS	8 INCH STONE TONS	2 INCH SURFACE TONS	D/W APRONS	D/W TONS	INTER-SECTIONS	INTER-SECTIONS	TOTAL SURFACE TONS	GEO GRID	MAP LOCATION
SF-37	S ALEXANDER RD / PARTIAL	4,896	19	10336	2842	1163	12	91	4	64	1318		J13- MAP 1
KE-17	RAMEY RD / PARTIAL	1,525	20	3388	932	384	2	44	1	16	411		J5- MAP 1
TU-45	OLD LIBERTY RD	4,554	18	3108	2505	1025	16	112	4	64	1201	YES	C12- MAP 1
TU-144	AULDR / PARTIAL	690	20	1532	422	173	1	7	1	16	196		E13- MAP 1
TOTAL		11,665	FEET										
		2.21	MILES										

TENTATIVE LOCAL FUND OVERLAY ROADS

NUMBER	ROAD NAME	LENGTH FEET	WIDTH FEET	ROAD AREA SQ YDS	1.5 INCH SURFACE TONS	MILL/PATCH SOYDS	BINDER PATCH TONS	DW APRONS	DW TONS	INTERSECTIONS	INTERSECTIONS TONS	CUL-DE-SACS	CUL-DESAC TONS	TOTAL SURFACE TONS	TOTAL BINDER TONS	MAP LOCATION
WA-164	CAPPS RD	2,948	20	6551	540	665	220	16	172	4	64	0	0	716	220	D1-E1-MAP 5
SE-382	ELONSDALE ST	2,387	20	5,304	438	60	20	17	119	6	96	0	0	653	20	B1,C1-MAP 5
CH-33	VERNER MILL RD	17,067	20	37827	3129	3060	1010	65	455	15	256	0	0	3840	1010	F7-MAP 1
TU-98	LA-Z-ACRES RD	8,690	20	19867	1623	2098	692	24	168	6	86	1	39	1926	692	F14-MAP 1
CH-20	ROSS MOUNTAIN RD	6,542	20	14638	1199	1227	405	11	77	3	48	0	0	1324	405	F8,C8-MAP 1
PL-3	CHARLIE COBB RD	5,530	19	11874	963	1256	414	5	36	5	80	0	0	1078	414	D8-MAP 1
KE-39	COURTNEY DR	4,660	19	9838	812	929	307	20	140	2	32	0	0	984	307	I7-MAP 1
	TOTAL	47,984	FEET													
		9.00	MILES													

TENTATIVE C-FUND OVERLAY ROADS

NUMBER	ROAD NAME	LENGTH FEET	WIDTH FEET	ASPHALT TYPE	ROAD AREA SQ YDS	1.5 INCH SURFACE TONS	MILL / PATCH BAYS	6 INCH PATCH TONS	DW	DW TONS	INTER-SECTIONS	INTER-SECTIONS TONS	CUL-DE-SACS	CUL-DE-SACS TONS	TOTAL SURFACE TONS	TOTAL BINDER TONS	MAP LOCATION
CH-23	TURPIN RD	3,115	20	SC DOT	6422	571	1754	519	10	70	3	48	0	0	889	579	F8- MAP 1
WA-257	WHITE HARBOUR RD	1,370	20	SC DOT	2044	251	1950	515	17	119	2	32	1	39		915	J10- MAP 1
WA-60	MCDONALD POINT RD	2,024	20	SC DOT	4198	371	1254	417	44	308	1	16	1	39	734	417	J8- MAP 1
WA-65	CRYSTAL FALLS RD	3,904	20	SC DOT	8675	745	638	211	18	126	4	64	0	0	906	211	G4- MAP 5
TU-73	MADISON SHORES DR	3,992	20	SC DOT	8871	732	953	314	29	203	7	152	0	0	1047	314	F13- MAP 1
TU-20	NORTH SHORES DR	1,890	20	SC DOT	4260	347	662	218	16	132	2	32	1	39	530	219	F14- MAP 1
KE-63	S CRAGGMORE DR	2,288	20	SC DOT	5090	419	0	0	13	91	3	45	1	39	697	0	C3- MAP4
SE-145	TIMBERLAKE ONE CIR	871	18	SC DOT	1742	144	179	50	0	0	2	32	0	0	176	59	K14- MAP 1
	TOTAL	19,452	FEET														
		3.68	MILES														

TENTATIVE C-FUND GRAVEL ROADS TO OVERLAY																
NUMBER	ROAD NAME	LENGTH FEET	WIDTH FEET	ASPHALT TYPE	ROAD AREA SQ YDS	STONE TONS	2 INCH SURFACE TONS	CROSS-LINES	DWM	D/W TONS	INTERSECTIONS	INTERSECTION TONS	CUL-DE-SACS	CUL-DE-SAC TONS	SURFACE TONS	MAP LOCATION
SE-472	W CAPEWOOD AVE	2,176	20	SC DOT	4836	796	544	3	12	24	3	48	0	0	676	E6-MAP 5
SE-2	WATSON DR	1,050	20	SC DOT	2333	385	263	2	10	70	3	48	0	0	381	E2-MAP 5
CE-176	OAK FOREST TRL	1,687	20	SC DOT	3749	619	422	2	13	91	1	18	1	39	569	J13-MAP 1
SE-281	OAK VALLEY RD	2,303	20	SC DOT	5118	344	575	1	8	66	1	16	1	39	687	J13-MAP 1
SE-43	VALLEY FARM RD	1,087	20	SC DOT	2416	399	272	3	1	7	1	16	0	0	295	J13-MAP 1
	TOTAL	8,303	FEET													
		1.57	MILES													

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 12/5/06
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Third & Final Reading of Ordinance 2006-27, "AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS FOR 1976, SECTION 4-1-170 ET SEQUENTIA, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX TO THE COUNTY AND RELEVANT TAXING ENTITIES"

BACKGROUND OR HISTORY:

The purpose of adopting this ordinance is to promote the economic welfare of the citizens of Oconee & Pickens Counties by providing employment and other benefits to the citizens of both Counties.

SPECIAL CONSIDERATIONS OR CONCERNS:

This agreement may not be terminated except by concurrent ordinances of Oconee & Pickens Counties and will terminate in twenty-five (25) years.

STAFF RECOMMENDATIONS FOR COMMITTEE ACTION:

Staff recommends Council consider adopting Ordinance 2006-27 on third and final reading.

FINANCIAL IMPACT:

No negative impact to the County Budget; would greatly benefit the public of Oconee County.

ATTACHMENTS:

Ordinance 2006-27
Submitted or Prepared By:

Opal O. Green
Department Head

Approved for Submittal to Council:


Tom Hendricks, Administrator

Reviewed By/Initials:

_____ : County Attorney

___N/A___ : Finance

___N/A___ : Procurement

ORDINANCE NO. 2006-027

AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS FOR 1976, SECTION 4-1-170 ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX TO THE COUNTIES AND RELEVANT TAXING ENTITIES

WHEREAS, Oconee County ("Oconee County") and Pickens County ("Pickens County") (jointly the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial or business park within the geographical boundaries of one or more of the member counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the counties, Oconee County proposes to enter into an agreement with Pickens County to develop jointly an industrial and business park as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Act");

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

SECTION I. Oconee County is hereby authorized to execute and deliver a written agreement to develop jointly an industrial and business park (the "Park") with Pickens County. The Park is to be located within the boundaries of Oconee County. The form of the joint industrial park agreement (the "Agreement") is attached hereto and all terms of the Agreement are hereby incorporated herein. The form, terms and provisions of the Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are authorized, empowered and directed to execute, acknowledge and deliver the Agreement in the name and on behalf of Oconee County. The 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 Agreement now before the meeting.

SECTION II. 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 III. Any business enterprise locating in the Park shall pay a fee-in-lieu of ad valorem taxes as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution and the Act. The user fee paid in lieu of ad valorem taxes shall be paid to the county treasurer for the County in which the premises is located. That portion of the fees from the Park premises located in Oconee County and allocated pursuant to the Agreement to Pickens County shall be paid by the Oconee County Treasurer to the Pickens County Treasurer within fifteen (15) business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with the Agreement. That portion of the fees from the Park premises located in Pickens County and allocated pursuant to the Agreement to Oconee County shall be paid by the Pickens County Treasurer to the Oconee County Treasurer within fifteen (15) business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with the Agreement. Payments shall be made by a business or industrial enterprise on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the county tax collector for the county where the premises is located, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.

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

SECTION V. In order to avoid any conflict of laws for ordinances between the Counties, the Oconee County ordinances will be the reference for such regulations or laws in connection with the Park premises located within Oconee County and the Pickens County ordinances will be the reference for such regulations or laws in connection with the Park premises located within Pickens County. Nothing herein shall be taken to supersede any state or federal law for regulation. The county in which the premises is located is specifically authorized to adopt restrictive covenants and land use requirements for such premises in the Park at the County's sole discretion.

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

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

SECTION VIII. The Agreement may not be terminated except by concurrent ordinances of Pickens County Council and Oconee County Council. In any event, this Ordinance shall terminate twenty-five (25) years from the date of its execution by both parties.

SECTION IX. Oconee County hereby designates the following distributions of the fee-in-lieu of ad valorem taxes which Oconee County receives pursuant to the Agreement for Park premises which are located in Pickens County.

Oconee County	100%
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SECTION X. Oconee County hereby designates that the distribution of the fee-in-lieu of ad valorem taxes pursuant to the Agreement received by Oconee county for Park premises located in Oconee County be paid to each of the taxing entities in Oconee County which levy an ad valorem property tax in any of the areas comprising the Oconee Park in the same percentage as is equal to that taxing entity's percentage of the millage rate being levied in the then current tax year for property tax purposes, provided that Oconee County may, from time to time, by ordinance, amend the distribution of the fee-in-lieu of tax payments to all taxing entities. A portion of the fee-in-lieu of ad valorem taxes which Oconee County receives pursuant to the Agreement for Park premises may be, from time to time and by ordinance of Oconee County Council or its successor, designated for the payment of special source revenue bonds.

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

Passed and approved this 5th day of December 2006:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
H. Frank Ables, Jr., Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Opal O. Green, Clerk to County Council
Oconee County, South Carolina

First Reading:	November 7, 2006
Second Reading:	November 21, 2006
Public Hearing:	November 21, 2006
Third Reading:	December 5, 2006

See
12/5/06

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: December 5, 2006
COUNCIL MEETING TIME: 3 p.m.

ITEM TITLE OR DESCRIPTION:

Kenwee Town Management Group Presentation

BACKGROUND OR HISTORY:

KTMG is asking for County Council to provide an endorsement letter for an Indian Heritage Development at Kenwee Town Access Area. KTMG has had several meetings with Duke Energy concerning this development and has presented a very broad schematic to Duke Energy.

SPECIAL CONSIDERATIONS OR CONCERNS:

Duke Energy is only in conversation at this point and has only accepted as information from KTMG. Duke Energy's first option is to lease the property to the County. If the County is not interested in being part of the lease agreement, Duke Energy would then correspond directly with KTMG.

STAFF RECOMMENDATION:

Staff Recommendation is to refer this item to committee to be addressed in detail.

FINANCIAL IMPACT:

ATTACHMENTS:

Submitted or Prepared by:

Phil Shirley, PRT Director
(Department Head/Elected Official)

Approved By:


Tom Hendricks,
Oconee County Administrator

Reviewed By/Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council



November 16, 2006

Mr. Tom Hendricks
Oconee County Administrator
415 South Pine Street
Walhalla, South Carolina 29676

RE: Cherokee Heritage, Interpretive & Cultural Center

Requested Action: Letter of Endorsement

Dear Mr. Hendricks:

Keowee Town Management Group (KTMG) in association with The Eastern Cherokee, Southern Iroquois and United Tribes of South Carolina (ECSIUT) would like to submit the following information for the Oconee County Council's review and consideration. Currently, KTMG / ECSIUT are in discussions with Duke Energy regarding the design and development of a new Cherokee Heritage, Interpretive & Cultural Center with supporting commercial operations to be developed at Keowee Town Landing Access Area on Lake Keowee. This property is currently owned by Duke Energy.

As part of the discussions between KTMG / ECSIUT and Duke Energy, Duke Energy has suggested that we inform the Oconee County Council regarding the project. Additionally, it is envisioned that once the project is developed that it will have a significant and very positive impact on Oconee County, its residence and the Up State Region of South Carolina.

As you will see from the information provided, this project will not only offer a new Cultural and Educational facility within Oconee County, it will also function as a new tourist attraction / destination that will increase the overall public awareness of the entire region. In addition, the supporting products will enhance the accessibility of Lake Keowee to all Oconee County and Up State Residence. It will also be a source of new and long-lasting employment opportunities.

Summary:

KTMG / ECSIUT have all the necessary elements in place to continue their discussions with Duke Energy and to complete the project. We also have numerous letters of endorsement and support from various agencies and individuals who have vested interest in this project from throughout the state including: SC Representatives, South Carolina Parks, Recreation and Tourism and the National Heritage Corridor personnel.

Action:

The action that we are requesting from the Oconee County Council is a simple letter of endorsement for the project. This letter will show that the ECSIUT & KTMG have the full support of the Oconee County Council to continue with their direct discussions and plans with Duke Energy for the development of Keowee Town Landing Access Area. It is important for this type of project to have the over whelming support from the community in order to make it as successful as possible.

We thank you for your time and consideration and are requesting that we be scheduled for a short presentation to the full Council on December 19, 2006 at the full Council Meeting on that date.

Respectfully,



Robert C. Daffin
ECSIUT / KTMG



KEOWEE TOWN LANDING

Duke Energy Public Access Area

Lake Keowee, South Carolina

Prepared by

Eastern Cherokee, Southern Inquois & United Tribes
Of South Carolina

In association with

Keowee Town Management Group
115 N. Wyward Point Drive
Salem, South Carolina

SIGNIFICANCE of KEOWEE TOWN

By Will Moreau Gains, Ph.D.

The **Cherokee Indian Tribe of South Carolina** is eager to celebrate the contributions of their Cherokee predecessors and ancestors in the development of the **Keowee Town Project**. **Keowee Town**, the historical South Carolina Cherokee capital, has been sacred to the Cherokee people since time immemorial. Important to Cherokee and non-Cherokee alike, **Keowee Town**, is chronicled in historical documentation and romanticized in local myths.

Keowee Town was once possibly the most important city in South Carolina during the colonial era; for trade and American Indian Affairs, other than Charleston. It was the focal point attracting and integrating a vast network of material and culture exchange, international trade, commerce, and international diplomatic negotiations. A vibrant capital city, in it's golden era, it was the center of culture, the arts, commerce, political, military, diplomatic power, economic, industry, architecture, music and society for Cherokee people in South Carolina, it was the subject of much news and Colonial Records and documents. **Keowee Town** is specifically mentioned over **400 times** in the *Journals of the Commissioner of Indian Trade, 1710-1718*; *Documents Relating to Indian Affairs, 1750-1754*; and the *Documents Relating to Indian Affairs, 1854-1765* which are preserved at the South Carolina Department of Archives and History.

Arts and sciences flourished at **Keowee Town**. It was a religious center of importance. It was also the center for health, Cherokee medicine and sporting events. Traditionally, the game of Cherokee stickball was played on the field of 75 to 100 yards each way from the center ground. The goal posts at each end of the field were two green limbs about 12 feet apart. The playing field resembled the football fields of today.

It is for these reasons and many others that the (state recognized) **Cherokee Indian Tribe of South Carolina** would like to commemorate **Keowee** in the development of the **Keowee Town Landing Project** and the restore the "Cherokee spirit" to the area. Preservation and presentation of this irreplaceable heritage and **Keowee Town** is in the public's interest and it's vital legacy is of cultural, educational, aesthetic, inspirational, economic benefits to all South Carolinians, and South Carolina history will also benefit and will be maintained and enriched for future generations of South Carolinians by the development of this project.

Constructed by Duke Power Company to generate hydroelectric power, **Lake Keowee** covers **Keowee Town**, site of the capital of the Lower Villages of Cherokees "**Keowee**", meaning "**Place of the Mulberries**," was visited by Spanish explorer Hernando DeSoto when he came through the area in **1540**. Consequently, **Keowee** is one of the first cities that were visited by Europeans, upon first meeting the Cherokee civilization. The site of Fort Prince George is now underwater near an island in Lake Keowee. The site of **Keowee** is also under water and lies near the bank of the Keowee River, southwest of the fort. The 18,500 acres of water and a 300-mile shoreline make the Lake Keowee area a popular place for boating, fishing, water-skiing, swimming, camping, communing with nature and picnicking. It is therefore beneficial to also celebrate the many other aspects of the Cherokee cultural heritage that is characteristic of the area's history, this development project will attempt to interpret this and provide a better understanding of this special town's prominence in South Carolina's history while also provide access to these activities for the general public.

Cherokee is a branch of the Iroquoian language family, related to Cayuga, Seneca, Onondago, Wyandot-Huron, Tuscarora, Onida and Mohawk. Linguists believe that the Cherokee migrated from the Great Lakes area to the Southeast over three thousand years ago. The Cherokee have been identified into three groups depending on location and dialect (east to west): Lower, Middle, and Over-the-Hill. Other distinct bands are Atasi, Chickamauga, Etali, Onnoniogg, and Qualia. In **1540** the Cherokee lay claim to a territory comprising of 40,000 square miles in the southeastern part of what later become the United States. This area included parts of the states of Alabama, Georgia, North Carolina, **South Carolina**, Virginia, West Virginia, Kentucky and Tennessee. At the time of contact, the Cherokee were a settled, agricultural people living in approximately 200 fairly, large villages or "city states." The typical Cherokee town consisted of 30 to 60 houses and a large council house. **Keowee** was most likely one of largest

villages, in South Carolina, consisting of approximately 200 homes and many building and structures for tribal communal use, similar to the longhouses of the Iroquois, made with logs, bark covering and with large frames. The architecture was mostly simple and formal. Cherokee homes were usually wattle and daub, a circular framework interwoven with branches (like an upside-down basket) and plastered with mud, this allowed for insulation in cold and hot weather. The entire structure was partially sunken into ground. In later periods, log cabins (one door with smokehole in the bark-covered roof) became the general rule. The large council houses were frequently located on mounds from the earlier Mississippian culture. Used for councils, general meetings, and religious ceremonies, the council houses were also the site of the sacred fire, which the Cherokee had kept burning from time immemorial. The Town also contained a council-house large enough to seat the 400 to 500 villagers and a plaza or town square. The village was usually surrounded by a wall constructed of tall poles tied together: a palisade fence. A description of the town from 1775-recounts that "Keowee village had several Indian mounts or tumuli, and terraces, monuments of the ancients, at the old site of Keowee near Fort Prince George."

Since first contact with European explorers in the 1500s, the Cherokee Indians have been recognized as one of the most progressive among American Indian civilizations. Before contact, Cherokee culture had developed and thrived for almost 1,000 years in the southeastern United States--the lower Appalachian states of Georgia, Tennessee, North and South Carolina, and parts of Kentucky and Alabama. Life of the traditional Cherokee remained unchanged as late as 1710, which is marked as the beginning of Cherokee trade with the whites. White influence came slowly in the Cherokee Country, but the changes were swift and dramatic. The period of frontier contact from 1540-1786, was marked by white expansion and the cession of Cherokee lands to the colonies in exchange for trade goods. After contact, the Cherokees acquired many aspects of the white neighbors with whom many had intermarried. Soon they had shaped a government and a society that matched the most "civilized" of the time. During the early 1800s, the Cherokee adopted their government to a written constitution. They established their own courts and schools and achieved a standard of living that was the envy of their white neighbors. Particularly noteworthy was the invention of written language by Cherokee linguist, Sequoyah in 1821. Using an ingenious alphabet of 86 characters, almost the entire Cherokee Nation became literate within a few years. A Cherokee newspaper, The Phoenix, began publication in the native language in February 1828. Political systems and international alliances were a part of these Cherokee people of Keowee town's civilization, with elaborate customs and religious rites. The social structure was that of the chiefdom; allied communities were governed by an elite (headmen and clan Mothers) whose positions were inherited and/or earned by outstanding accomplishments. South Carolina government officials and Cherokee headmen vigorously pursued diplomatic goals. Both sides were exceedingly fond of pomp and ceremony. James Glen entertained Cherokee headmen in Charles Town, and the Indians returned the favor at Keowee Village. South Carolina officials concentrated on acquiring land, maintaining military alliances, and securing exclusive trade rights in Cherokee towns. At these meetings, or "talks," colonial negotiators lavished fancy trade goods on their Native American counterparts. Many Treaties between the Cherokees and European, as well as United States and Colonial powers were negotiated and clarified in the town of Keowee. This historically validates the significance of the historic town of Keowee for all South Carolinians and Americans. There are four treaties between South Carolina and the Cherokee Indian nation: the treaties of Fort Prince George, 26 December 1759; of Charlestown, 23 September 1761 and 18 December 1761; and at Dewitt's Corner, 20 May 1777. The treaties are signed by governors William Henry Lyttelton and William Bull and marked and sealed by Cherokee headmen, including Atakulakula. These are significant documents in the history of the colonial Southeast, South Carolina and America. For today's South Carolina Cherokees, these mythic and historical events have become deposited in the landscape and continue to reverberate in the soil, the springs, the buttes, coves, and the bluffs. These areas where significant human events occurred--even though physical evidence of such events no longer exists and the physical setting have changed, are important and significant to all South Carolinians.

Additional significance should also be acknowledged for the fort that is below the waters adjacent to **Keowee Town Landing**. Fort Prince George (1753-1768) was named for the Prince of Wales (later to become King George III of England) and served as the principal Carolina outpost in the Cherokee Lower Towns. Situated in the Keowee River opposite the town of Keowee (both sites now inundated by Lake Keowee), the fort was a significant factor in the frontier policies of Carolinians, British, and Cherokee alike.

The Cherokee, like their Anglo-American counterparts, viewed forts as important to the success of military, political, and economic policy, and on several occasions they petitioned South Carolina to build them.

This ancient Cherokee town of **Keowee** had marvelous craftsmen, skilled in architecture, woodworking, beadwork, stone carving, pottery, weaving, sewing and metalworking. The pottery and material culture that has been found in this geographic area is of very high quality, with unusually beautiful and sophisticated designs. The Cherokee people of **Keowee Town** had a developed agriculture of corn, beans and squash as well as native fish, game and edible plant species at their disposal. The people of this Cherokee town had considerable ranking of society that was probably similar in complexity to a chiefdom with division of labor and probably several administrative levels of government below the chief. There was extensive trade with other communities along the major river systems that connected all the Cherokees in adjoining states and other tribal groups. The Cherokee people were agriculturists who grew maize, beans, and squash. Hunting, fishing and gathering augmented their diet as well. The Cherokee also lived in settled towns surrounding this capital city of Keowee and often erected tall wooden palisades around them for protection from enemies during frequent warfare. Tribal organization was totemic and matrilineal with interwoven political, religious and clan affiliations both within and between tribes.

Migration of Cherokees to Oklahoma began in the early 1800s as Cherokees wary of white encroachment moved west and settled in other areas of the country's vast frontier. White resentment of the Cherokees had been building as other needs were seen for the Cherokee homelands. One of those needs was the desire for gold and precious stones that had been discovered in Georgia. Besieged with gold fever and with a thirst for expansion, the white communities turned on their Indian neighbors and the U.S. Government decided it was time for some of the Cherokees to leave behind their farms, their land and their homes. Nonetheless, some of the Cherokee descendants in the upstate of South Carolina stayed in South Carolina and never left their ancestral geographic area. It is for these descendants that this project is most significant. Giving honor to their ancestors, their contributions to South Carolina's history and to the upstate region of this state can only be accomplished with a living presence of Cherokee spirit, Cherokee voice, Native American interpretation of the region and quality experiences and activities for Cherokees, residents, visitors and general public. The traditional and spiritual connections to the land seminal to this consideration, is important to all peoples. Just like Jerusalem is considered the "Holy Land," the upstate is sacred land to the Cherokee descendants and the many that have made it their home for generations. For Keowee Town, spiritual life was not lived only in special locations of worship but it was celebrated in the dancer's plaza, in the rivers, in the mountains, in the entire natural environmental surroundings. Traditional Native American cultures have defined geography through myth, ritual ceremonies, and spirit power. When people recognize a spiritual essence shared by the world around them, their interactions with the land takes on a quality of reverence and respect. This is the Cherokee way. For the Cherokee, all created forms of the landscape have a spiritual essence.

Keowee Town also has it's place in the American mythology of this historic era. For example, the historic marker erected by the State of South Carolina and the Wizard of Tomassee Chapter National Society of the Daughters of the American Revolution, for this historic town recounts that "according to tradition, the Indian maiden, Cateechee, made 96 miles from Keowee Town to Ninety Six in 1760 to warn her white lover of an intended Indian attack on the stockade fort there."

The Cherokee presence and spirit will always be in this region. It is recounted on signposts, road maps, roadside stands, and in the names of scenic attractions. The Cherokee names of these places will never let people forget of the Cherokee ancestral homeland in the upstate. Yet we have been marginalized. For too long, Native American people, culture, and contributions have been marginalized as just a footnote in South Carolina's history. Yet, this **Keowee Town Development project** will be the first venue to celebrate this special South Carolina heritage and civilization in a new way for South Carolina. Visitors will leave this new Keowee Town's experience knowing that Indians are not part of history. That we are still here and making vital contributions to contemporary American culture, art, education, entertainment and recreation. This is an important project that has the full support and involvement of the **Cherokee Indian Tribe of South Carolina, Inc.**



The Keowee Town historical marker, located near Noncum Bridge Road, commemorates the site of the Cherokee village. Among those present at the marker ceremony in November 1972 are (left to right) Mr. and Mrs. Herbert Morgan, John Field, Nora Manning Field and Mrs. Calhoun Cox.

Cherokee boundaries as it was in other hotspots in the emerging nation. Urged on by the British to torment rebel whites, the Indians, with doubtless due cause of their own, mounted scalp-gathering forays into several Carolina frontier settlements.

In reaction the rebels quickly built Fort Rutledge near the Cherokee town of Seneca on the river just below what is now Clemson. Headquartered there, Col. Andrew Williamson was well-placed to lead a destroying mission against Cherokee villages that soon ended in a new treaty.

In May 1777, at DeWit's Corner — that name later was corrupted to Due West, the Cherokees ceded to the state of South Carolina tribal lands along the Keowee River, along with some other holdings in what are now Oconee and Pickens counties, and all of their lands in Greenville and Anderson.

Seven years later, in the spring of 1784, the first deeds were issued to white settlers in the valleys of Keowee and Twelve Mile, among those early claimants were such luminaries as Gen. Andrew Pickens and John Ewing Calhoun.

Pickens had established what was probably a ridge on the parcel he called Hopewell on the Seneca River section of Keowee, when on November 28, 1785, he hosted a gathering of more than 900 chiefs and headmen of the Cherokees, Choctaws, Chippewas and Creeks.

The meeting went on for many days; some delegates visited for a month. Among the speakers was the Cherokee warwoman Nancy Ward, a sister of Chief Attakullakulla and noted for her eloquence. The result, signed under a massive oak on a rise overlooking the river, was a treaty that gave to the United States all of the Cherokees' holdings in South Carolina except a sliver of what is now northern Oconee County. Ceded also were vast tracts belonging to the various tribes in North Carolina, Tennessee and Georgia.

Four days after Christmas in 1835, the Cherokee nation, represented by a small minority of Indians, signed a treaty giving the remaining Cherokee territory east of the Mississippi River to the government. The Cherokees, once trading partners and guides for the massive influx of Europeans changing the face of the continent, had become a nation in the way.

In June 1838, the infamous Trail of Tears, the forced removal of about 17,000 Cherokees from their former Appalachian stronghold, began. Numerous Cherokees avoided removal in the sanctuary of the North Carolina mountains and formed the core of what is now known as the Eastern Band of Cherokees, whose home is the federally protected Qualla Boundary in the Great Smoky Mountains.

to, indigenous traditional arts & culture, issues of equality, education, ethnic dance and Native American Theater. He has worked as Anthropologist and Historian for two Native tribal groups in the Mid - Atlantic States and in North Carolina in preparation for their Federal Recognition.

Dr Goins serves on various Boards including: South Carolina Traditional Arts Network, The Modjeska Monteith Simkins Center for Justice, Ethics and Human Rights, SC Department of Mental Health Cultural Competency Committee, SC School Boards Advisory Committee and is appointed, by state law, to serve the state of South Carolina on the state's SC American Indian Advisory Committee.

Robert C. Daffin, Managing Director, has over 22 years of management, design and development experience in theatrical / architectural lighting and themed environmental design around the world. Robert has worked in the entertainment / amusement park industries designing and developing themed attractions for venues such as Stone Mountain Park in Georgia, Fiesta Texas Theme Park in San Antonio, Texas, Cedar Point in Sandusky, Ohio just to name a few. Robert's companies and design teams have worked on themed design and architectural lighting projects winning several design awards which include the Paul Waterbury International Illumination Design Award of Excellence for Outdoor Lighting Design given by the Illuminating Engineering Society of North America for the Harrah's Atlantic City Resort and the Digital Signage/Group 2006 DIGI Award for Excellence in Creativity for the "Dragon Tower" attraction at the Enoshima Spa and Resort on the island of Enoshima, Japan. In addition, Robert's digital creative team won two Aurora Awards and two Telly Awards for their work on the video production of "The Battle for Georgia" which was produced for the State of Georgia and the Stone Mountain Memorial Association as an educational video that was narrated by Hal Holbrook. This production was also aired on Georgia Public Television.

Robert has a long history of working with different Native American Tribes across the country. Robert worked with the Seneca Nation in up state New York designing and developing a theme tourist attraction at High Falls Park for the City of Rochester, New York, with the Seminole Tribe of Florida on the Hard Rock Hotel and Casino in Hollywood, Florida and most recently with the Lakota Sioux of South Dakota designing and developing the "Legends in Light" themed attraction for the Crazy Horse Memorial in Custer, South Dakota.

Robert is a member of the International Association of Amusement Parks & Attractions (IAAPA), the Illumination Engineering Society of North America, (IES), the Themed Entertainment Association (TEA) and the Dark Sky Society.

Development Plan Keowee Town Landing:

The proposed development site offers approximately 5,230 feet of deep water, forested shoreline on Lake Keowee in South Carolina. The property is accessed directly from

Highway #128 (Nimmons Bridge Road) on a county owned and maintained road. The "boot-shaped" property is bordered by the Cliffs at Keweenaw Falls to the west and north, and Lake Keweenaw to the east and south. The topography is mixed with average slopes being moderate. There is an existing public access boat ramp with parking. No other services or facilities exist on the property.

The parcel is owned by Duke Energy. This particular site has been designated as a "public use and access point" as part of a FERC covenant with Duke Energy when Duke Energy was approved to build the Dam and Oconee County Nuclear Energy Power Plant on Lake Keweenaw. This parcel is available for development on a lease basis in exchange for developers improving the sites for public use and public boating access. The development and use restrictions need to be reviewed as part of the due diligence on any contractual commitments.

Economic Foundation:

The focus of the project is the development of the Cherokee Heritage Interpretive Center. This Cultural and Educational facility will benefit the entire region. It is the intention of KTMG to develop a project that is self-sustaining and economically viable. Each of the development products listed will help support and sustain the operations of the Interpretive Center as needed.

New Employment Opportunities:

In addition, this project will also create new long-term employment opportunities for Oconee County Residence.

Development Products:

The Cherokee Heritage Interpretive Center will be a stand alone educational facility. This venue will be an informational and educational experience that will be open to the public, tourist and educational institution throughout the Southeast. All educational programs and operational aspects of the Interpretive Center will be designed and developed by Dr. Will M. Goins of the ECSIUT. It is also intended that we would also work with Oconee County in a coordinated effort to promote all Cultural and Historical Venues throughout the County.

The other development products proposed would have a significant Cherokee / Native American Architectural theme and design. Each proposed product will have a supporting Native American cultural and educational component. All product types would be available to the public, some on a short term or seasonal use/rental basis as land use covenants might dictate. The main lodge would have an expanded bed & breakfast or Inn style of operation. Included in the main lodge would be a Native American Arts and Craft Gallery as well as a facility that would feature a Native American holistic / naturopathic health adventure & spa for a unique guest experience. The lakeside cottages would be an individual lodging experience featuring a duplex or patio home design.

The Public Marina and Public Boat Storage products will provide in water boat storage as well as a Dry Stack option. The density of these products will be dictated by the land contours as well as available space. These in the water slips and boat storage racks would be available to the public for seasonal rental / lease conforming to the "True Public Marina" requirements outlined by Duke Energy. There will be public boat docking for access to the public marina store and restaurant.

The development will focus on a natural outdoor / Native American guest experience. A structured pedestrian circulation system will traverse through the woods as well as the entire shoreline via an integrated path and boardwalk network. The public will experience both forest and lake viewing with occasional seating/viewing/conversational areas throughout the network. The common areas will also have informative plaques highlighting points of interest, local plant descriptions and Cherokee history that is relevant to the Land and Lake Keowee. It is anticipated to have canoe / kayak and fishing trips with instruction to introduce guests and visitors to Oconee County and the Up State of South Carolina.

Master Plan, Site Layout & Architecture:

The master plan, site layout and architecture will be initially provided by Mr. Ken Rhyne of Bake / Barrios Architects under the direction of Dr. Will M. Goins and Robert E. Daffin. Mr. Rhyne is a Tuscarora Native American and has a long history of Native American design and award winning projects.

Environmental / Eco Friendly Design:

KTMG intends to utilize environmentally / eco friendly design. All utilities will be underground. Wherever possible, vehicle parking will be situated on interior property so as not to be visible from the lake. KTMG will explore the use of eco friendly alternatives to black top or concert surfaces for transportation circulation. Resort vehicles will utilize electric energy or alternative fuels as much as possible.

All lighting design will take into consideration **Dark Sky** specifications. This will enhance the evening / nighttime outdoor guest experience as well as limiting the visual impact of the development on the lake at night. It is hoped that KTMG and the Keowee Town Landing Development will lead the way in promoting a more environmental friendly nighttime lighting ambience around Lake Keowee.

The landscaping will utilize native plants and vegetation. Tree removal will be kept at a minimum and the lodging will be situated in a way that encourages outdoor exploration of the property and region. Community spaces will be developed to promote guest interaction and conversation. KTMG envisions streams and waterfalls flowing through the lodge and trail systems. Gathering space will be provided with fire pits and water features creating a comfortable inviting environment for visitor interaction.

NOTE:
THIS PLAN IS FOR ILLU
AND IS NOT INTENDED
THE PROPERTY SHOWN
PLACED ON THIS ACCUR

AREA = 31.22 ACRES

LAKE KEOWEE

LAKE KEOWEE

CRESCENT LAND & LUMBER CORP
(S. W. THOUSAND)
K-215

CRESCENT LAND & LUMBER CORP
(S. W. THOUSAND)
K-215

MIL. E. ROAD
17750-215

PILOT STATION

WOOD PILE

PROJECT NO. 7645
PARCEL NO. 57823
REQUEST NO. 107836

DUKE ENERGY CORP/CHA
KEOWEE-TOXAWAY BEVEL
KEOWEE TOWN ACCI
GEORGE SOUTT, S.C.

11/20/2006 02: 02



TRUE PUBLIC MARINA REQUIREMENTS

The following information will be used to determine the classification of marinas at the projects. To be classified as a *True Public Marina*, the facility must meet all of the requirements in sections 1 - 3. Section 4 identifies the application fee and security deposit to be paid.

1. No predetermination of user groups for any of the existing or proposed land and water-based facilities:
 - a. No Residential Marina Facility access (existing or proposed) except those existing marina facilities that are characteristically operated as True Public Marinas although they allow Residential Marina-type access on a very limited basis. These existing marinas may be afforded the same considerations provided new True Public Marina facilities if the number of slips and dry storage bays dedicated for Residential Marina-type access is $\leq 10\%$ of the total number of slips and dry storage bays within the marina facility and any considerations are approved by DE-LS. This exception only applies to the very limited number of existing marina facilities that meet the $\leq 10\%$ requirement as of 1/1/06.
 - b. No membership requirements.
 - c. Transient services do not require wet or dry storage rental.
2. Existing and/or proposed facilities will provide land and water based recreation services for transient users at less than or equal to a reasonable and customary fee.
 - a. Services are available for transient users.
 - b. Offers services for lake and land based users.
3. Provides publicly available marine pump-out and restroom facilities.
4. Application filing fee and security deposit reductions
 - a. If adding only the following type of facilities; courtesy dock, hiking trail, wildlife viewing, gas dock, fishing pier, boat ramp, swimming area, beach, boat repair/servicing, public restrooms or any other truly public service, then the application fee and security deposit will be reduced by 100%.
 - b. If adding facilities that will be rented for greater than 14 days, but less than or equal to 365 days, there will be a 50% reduction in the application fee and security deposit.
 - c. If the plan is the same as b., but also includes adding more types of items in 2 a., then the application fee and security deposit will be reduced by 100%.