



OCONEE COUNTY COUNCIL  
ABSTENTION FORM

Council Member Name: JOEL THURTT  
(Please Print)

Council Member Signature: *Joel Thurt*

Meeting Date: 3/19/13

Item for Discussion/Vote: Sheep Farm Road  
Designation

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

*E. G. Hulse*  
Elizabeth G. Hulse  
Clerk to Council

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



# PUBLIC COMMENT

## SIGN IN SHEET

Tuesday, March 19, 2013

6:00 PM

**Limited to forty [40] minutes, four [4] minutes per person.**

Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker. As stated above, each speaker is restricted to a maximum of four [4] minutes.

**Citizens with comments related to a specific action agenda item will be called first.**

If time permits additional citizens may be permitted to speak on a non agenda items *[at the discretion of the Chair]*.

### PRINT Information Below

|    | FULL NAME         | AGENDA ITEM FOR DISCUSSION | NON-AGENDA ITEMS |
|----|-------------------|----------------------------|------------------|
| 1  | Peggy Boston      |                            | Disposal Options |
| 2  | Leah Serino       | Transfer DMC property      |                  |
| 3  | Laverne Smith     | Meeting                    |                  |
| 4  | Suzanne Cornelius | Home Property Transfer     |                  |
| 5  | GREG EADES        | Y PROPERTY TRANSFER        |                  |
| 6  |                   |                            |                  |
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| 18 |                   |                            |                  |
| 19 | B. J.             |                            |                  |
| 20 |                   |                            |                  |

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

Council will not tolerate personal attacks on individual council members, county staff or any person or group.

Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county.

All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

**NOTE: Non Agenda Item matters can be addressed except for those which, due to law or proper protocol, would be inappropriate for public meetings of Council, such as, but not limited to, partisan political activity and/or comments.**

*Council may make closing comments directly following the public & extended public comment sessions if time permits.*

Oconee County

Council, Staff

My Name Is Peggy Poston And I Represent Waste Connections And The Anderson Regional Landfill. Waste Connections Owns And Manages A Landfill In Anderson County. Your Neighboring County. A County That Would Accept Oconee's Solid Waste For Disposal And Appreciate Your Support Of The County And The State Of South Carolina.

When Oconee County Started The Venture Of Sending Their Garbage Out Of State To Homer, Ga , In 2003-----Waste Connections Was Not An Option For The County To Consider. Waste Connections Bought The Anderson Regional Landfill In 2009.

My Purpose Tonight Is To Urge You To Consider The Request To Not Let Your Now 10 Year Contract Automatically Renew For An Additional 5 Years And Explore Other Alternatives By Releasing A Request For Proposal

I Urge You To Consider This Request. The County Has Cost Saving Options Relative To Disposal Available And Hopefully Will Consider Those Available Options. Why Not Explore These Options?

Waste Connections Is A Publically Owned, Financially Stable, Premier Solid Waste And Recycling And Disposal Provider. We Provide Seamless Transitions And Stellar Customer Service. We Continually Strive To Develop The Most Effective And Innovative Performance For Our Communities. We Strive To Excel In Waste Diversion And Recycling Excellence. Our Company Philosophy Is Built On Recognizing Methods To Do Things Differently That Benefit The Communities We Service. Let Us Open This Door For Your County!

Waste Connections Is Ready To Commit All Necessary Resources To Ensure That Oconee County Is Given The Disposal Service At A Cost Effective Rate, Which Is Deserved. We View This Potential Contract With Our Highest Priority, Our Most Qualified People, And Full Corporate Resources. The Organizational Commitment

And The Individual Commitments Of Our Hand-Picked Staff Of Managerial And Operations Personnel Are The Basis For The Strength Of Our Team.

Respectfully, We Ask That You Allow Us The Opportunity To Offer The **"Distinguishable Difference"** For Oconee County.

Kindest Regards,



WASTE CONNECTIONS, INC.  
*Connect with the Future*

February 26, 2013

T. Scott Moulder  
County Administrator  
415 S. Pine Street  
Walthalla, SC 29691

Dear Mr. Moulder:

Oconee County's waste services contract for transportation and disposal with Waste Management is due to automatically renew soon. Instead of automatically renewing this agreement, you may wish to consider beneficial alternatives – such as the services of Waste Connections of South Carolina, Inc.

By contracting with Waste Connections, Oconee County can look forward to enjoying the most thorough, reliable and responsive disposal and transportation services available. Waste Connections is already invested in surrounding communities and would honor the opportunity to partner with Oconee County. An open bidding process that allows all qualified providers to compete for this contract would most certainly serve the interests of Oconee County's constituents, resulting in the best service at the best value. Waste Connections looks forward to the opportunity to propose a service program to Oconee County and to keep the community clean and safe.

I would welcome the opportunity to visit and discuss the possibilities for Oconee County. I will follow up in a few days to schedule an appointment based on your availability.

Thank you for your consideration.

Sincerely,

  
Peggy Boston

Municipal Marketing Manager

704-315-4111 (mobile)

[peggy@wcnx.org](mailto:peggy@wcnx.org)



Anderson County

# Solid Waste Department

731 Michelle Boulevard, Anderson, SC 29626 • (864) 260-1000 • Fax (864) 260-1002

March 15, 2013

Dear Sir or Madam,

WASTE CONNECTIONS OF THE CAROLINAS was recently awarded an extension to its current Solid Waste Hauling contract for the Anderson County Convenience Centers, Anderson County Buildings and special projects due to their fast and courteous service. Anderson County has also contracted WASTE CONNECTIONS Anderson Regional Landfill to handle our household garbage waste until 2017. WASTE CONNECTIONS is very price competitive in the waste hauling and disposal industry.

Anderson County and WASTE CONNECTIONS have had a great business partnership since 2008. WASTE CONNECTIONS has always been responsive to the needs of Anderson County and its residents. They have been involved with our community since coming to Anderson County with sponsorship programs such as Keep America Beautiful of Anderson County and dog walking park with our Anderson County Animal Shelter (P.A.W.S). They have been willing to help local governments with abandoned mill projects such as the Gessett Street Mill and Blair Mill sites.

Anderson County is pleased with the services that WASTE CONNECTIONS has provided us in the past and is looking forward to our future endeavors. If you have further questions, please feel free to contact me at 864-260-1001 or by email at [gdsmith@andersoncountysc.org](mailto:gdsmith@andersoncountysc.org).

Sincerely,

Gregory D. Smith  
Anderson County Solid Waste Manager

Mayor H. Crumley, Sr.  
District 1

Mayor Pro Tem  
District 2

Mayor Pro Tem  
District 3

Mayor Pro Tem  
District 4

Mayor Pro Tem  
District 5

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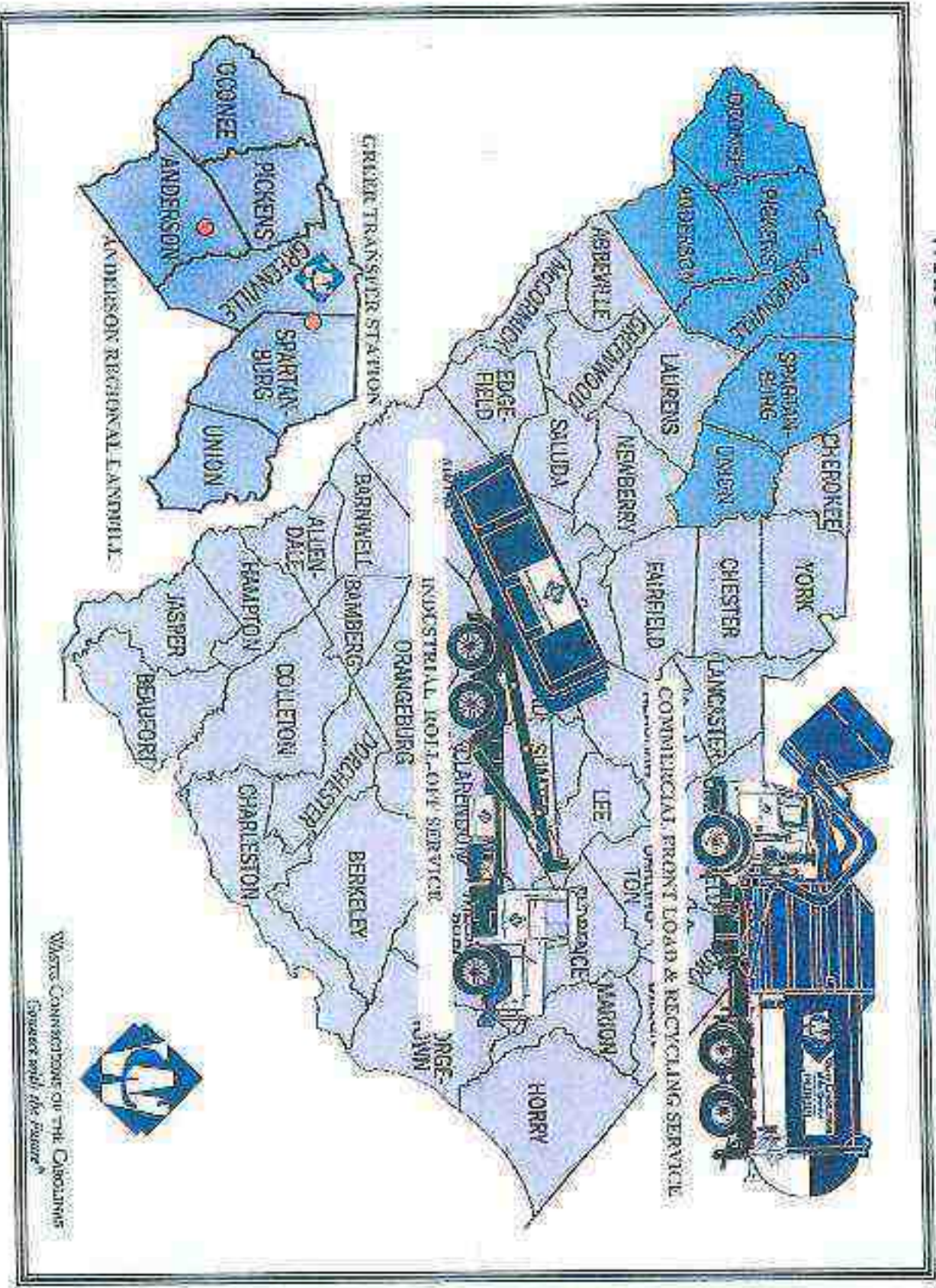
Mayor Pro Tem  
District 21

Mayor Pro Tem  
District 22

Mayor Pro Tem  
District 23



# WASTE CONNECTIONS of the CAROLINAS



Waste Connections of the Carolinas  
*Connect with the Future*





## ANDERSON REGIONAL LANDFILL

Anderson Regional Landfill (ARL) is a RCRA Subtitle "D" landfill, located in Belton, South Carolina. ARL (formerly Big Creek Landfill) was purchased from Republic Services by Waste Connections in April of 2009. ARL was permitted in October of 1997 and began operations under SC DHEC solid waste permit in September of 1998.

Anderson Regional landfill is currently permitted to receive up to 438,000 tons per year of municipal solid waste (MSW), construction and demolition material (C & D), and approved special non-hazardous wastes. With over 30 years of permitted capacity (at current volume levels), ARL is position to serve the Upstate's disposal needs in a safe and environmentally compliant facility that meets or exceeds regulatory requirements. ARL currently provides disposal for over 700 tons per day for municipal and private entities in the Upstate.

ARL's liner and leachate systems are engineered, constructed and tested to provide a safe, effective and environmentally friendly solution to your waste disposal needs. ARL proudly partners with Santee Cooper to provide a new methane gas powered generation station that can produce 3.2 Megawatts of Green Power. The use of the latest technologies, experience and operational "best practices" are not only important, they are what makes ARL different and the best choice for your business, project or event.



WASTE CONNECTIONS OF THE CAROLINAS  
*Connect with the Future.*





**WASTE CONNECTIONS OF THE CAROLINAS**

*Connect with the Future*

## **ANDERSON REGIONAL LANDFILL FACILITY FACT SHEET**

|  |  |
|--|--|
| <b>PERMIT:</b>                           | SW Permit Issued: Substitute D<br>NPDES Permit Issued: Permit Issued 1996  |
| <b>LOCATION:</b>                         | Belton, SC (Anderson County) - South Carolina<br>12 miles east of Anderson<br>25 miles south of Greenville<br>Convenient to Major State and Interstate Highways  |
| <b>SIZE:</b>                             | Property: 356 acres<br>Deposal Area: 110+ acres  |
| <b>WASTE VOLUMES:</b>                    | Gross Airspace: 14,900,173-CY  |
| <b>LANDFILL LIFE:</b>                    | As of 2009, approximately 30 years at current volume   |
| <b>MSW LANDFILL LINER SYSTEM:</b>        | 24" Low Permeability Clay<br>Composite primary liner<br>60 mil HDPE Primary Liner  |
| <b>LEACHATE TREATMENT PLANT:</b>         | Permitted for on-site Resirculation<br>400,000-Gallon Site Storage   |
| <b>SPECIAL WASTE ACCEPTED:</b>           | Special Waste Acceptance Plan for Special Handling Wastes<br>• Non-Hazardous special waste (sludge, contaminated soils, etc.)<br>• Class 1, 2 & 3 industrial non-hazardous waste<br>• Asbestos-non friable<br>• Asbestos-friable<br>• CERCLA non-hazardous waste |
| <b>ENVIRONMENTAL MONITORING SYSTEMS:</b> | Groundwater: 11 Ground Water Monitoring Wells<br>Surface Water Sampling: Single Point at lower sediment basin  |
| <b>LANDFILL GAS SYSTEM:</b>              | Gas to energy 3 <sup>rd</sup> party partnership  |
| <b>SITE MANAGEMENT:</b>                  | Rob Wall - District Manager<br>Randy Horis - Site Manager  |
| <b>SITE ADDRESS:</b>                     | Anderson Regional Landfill (ARL)<br>203 Landfill Road<br>P.O. Box 549<br>Belton, SC 29827<br>Phone: 888-235-1815   |
| <b>ARL OPERATING HRS:</b>                | Monday - Friday, 7:00a.m. - 4:00p.m.<br>Saturday - 7:30 am - 12:00 (noon)  |



# SUSTAINABILITY INITIATIVES



WASTE CONNECTIONS, INC.





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## LETTER FROM THE CHAIRMAN

Thank you for your interest in sustainability initiatives at Waste Connections. We recognize the importance to our stakeholders of our continuing efforts to minimize our impact on the environment by:

- encouraging materials recycling and reuse;
- using waste to generate clean, renewable energy;
- reducing our carbon footprint and use of fossil fuels; and
- exploring alternatives to landfill disposal.

But for Waste Connections, our sustainability efforts extend beyond the environment; we also measure the positive impacts we have on the communities we serve, the development and welfare of our employees, the financial health of our company, and the returns to our stockholders.

As an environmental services company with a large presence on the West Coast, sustainability is not a new concept for us. Over the years we have been recycling a significant portion of the waste

stream on the West Coast, with diversion rates in some markets in excess of 70%. Our recycling efforts recover valuable materials for reuse, and include the composting of organic materials for reuse as a soil amendment. Off the West Coast, we are working to bring these programs and technologies to other communities throughout the states we service.

In addition to recycling and recovery, we also harvest methane gas from landfills to generate renewable energy to power homes, small industry and, eventually, our fleet. We deploy route optimization software, retrofit existing fleet and utilize alternative fuels to reduce fuel consumption and emissions, lowering our overall carbon footprint. We construct environmental enhancements to certain of our sites through the creation of wetlands and public trails. These efforts are fundamental to a sustainable business model and the success of our company.

Everything we do today is with an eye towards the



future. We constantly monitor and evaluate new technologies and programs that can enhance our commitment to the environment and improve our competitive positioning. Within our industry, these changes have historically been evolutionary in nature, but there is an enormous effort currently being made in alternative technologies to reduce landfill disposal, reduce greenhouse gas emissions and harness bio-fuels.

We recognize that our employees identify and lead many of our sustainability efforts at a local level. As a result, development and welfare of our employees is critical. Our corporate culture is centered on the principles of Servant Leadership, which hold management accountable to employees. We analyze and track our success in improving Servant Leadership scores, reducing employee turnover, improving safety statistics, and providing fair compensation and attractive employee health benefits. We also dedicate a significant amount of management time and resources to leadership training and personal development.

We owe our success to the communities we serve. Our employees support hundreds of local organizations, and we back their efforts with financial support for many of these groups. We accept the responsibility we have to increase corporate giving and introduce or broaden sustainability efforts as our company expands.

Environmental, organizational and financial sustainability initiatives have been key components of our success since we were founded in 1997. We remain committed to growing and expanding these efforts as our industry and technology continue to evolve.

Ronald J. Mittelstaedt  
CHAIRMAN AND  
EXECUTIVE VICE PRESIDENT



## RECYCLING

Recycling has been a well-established component of the municipal solid waste system on the West Coast for over 20 years. In fact, we recycle over 50% of our collected waste volumes on the West Coast, in some cases over 70%. We are proactively deploying this recycling expertise in many of our markets off the West Coast, often for the first time, to further encourage materials reuse and waste minimization.







# REWARD YOUR COMMUNITY



Waste Connections and RecycleBank help municipalities increase recycling and promote the local economy by rewarding residents.



Waste Connections

RecycleBank



## RECYCLE BANK

Through our partnership with RecycleBank, we have introduced a loyalty and rewards program in certain markets to encourage customers to either recycle for the first time or increase their current recycling efforts. With RecycleBank, customers earn points based on the weight of their recycled waste stream that can be redeemed for meaningful rewards. The rewards are obvious: waste minimization; savings to participating customers for monthly trash service, groceries, restaurants, etc.; and increased support of local merchants.

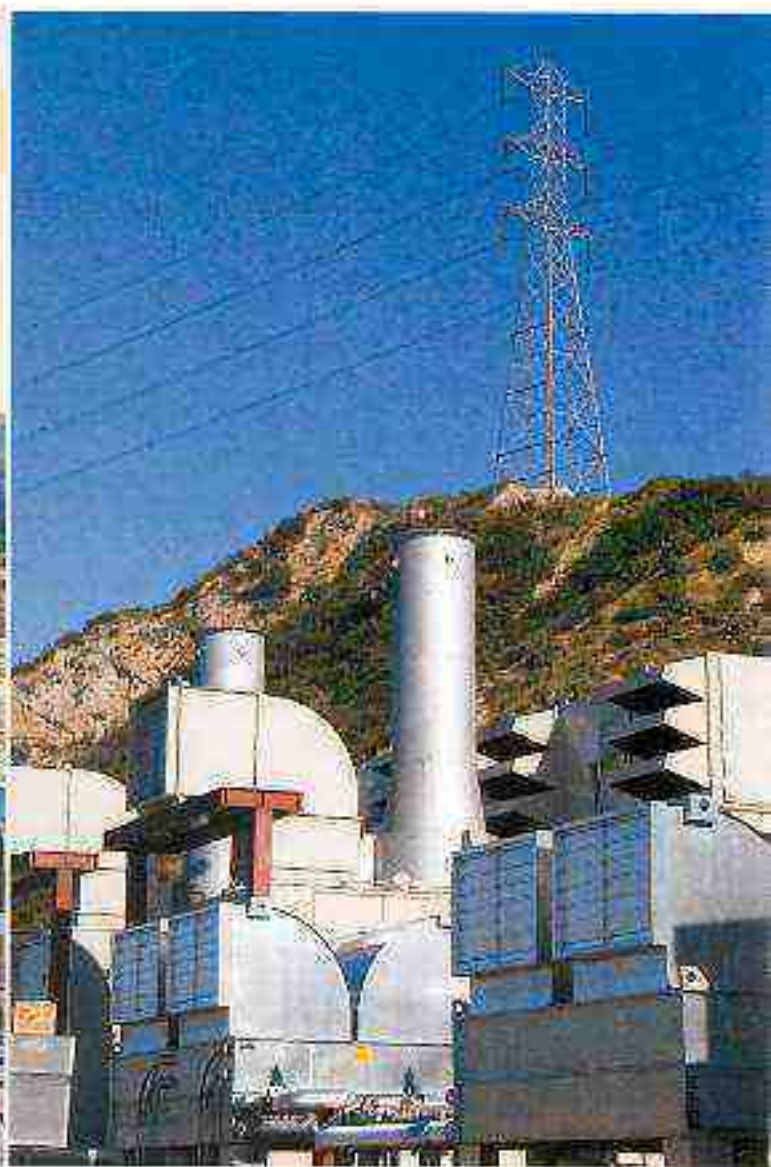




## COMPOSTING

The composting and reuse of green or yard waste and food waste are critical components for any community's march to a Zero Waste goal. We continue to increase our composting efforts through investments to expand capacity at existing operations and through the acquisition of new facilities.





## RENEWABLE ENERGY



Solid waste landfills over time generate a greenhouse gas, methane, which can be converted into a valuable source of clean energy. We deploy gas recovery systems to collect methane which is then used to generate electricity for local households, fuel local industrial plants, power alternative fueled vehicles, or qualify for carbon emission credits.







## ALTERNATIVE FUEL VEHICLES

Vehicles that use alternative fuels (CNG, LNG, Bio-diesel) can reduce fleet emissions and our dependency on foreign oil. We have deployed alternative fueled vehicles in certain markets and plan on directing an increasing portion of our future fleet capital on such vehicles. However, a convenient and reliable fueling infrastructure is critical to how fast we can convert our fleet. So we have partnered with third parties, such as Clean Energy, Inc., to facilitate their investment in local fueling infrastructures.





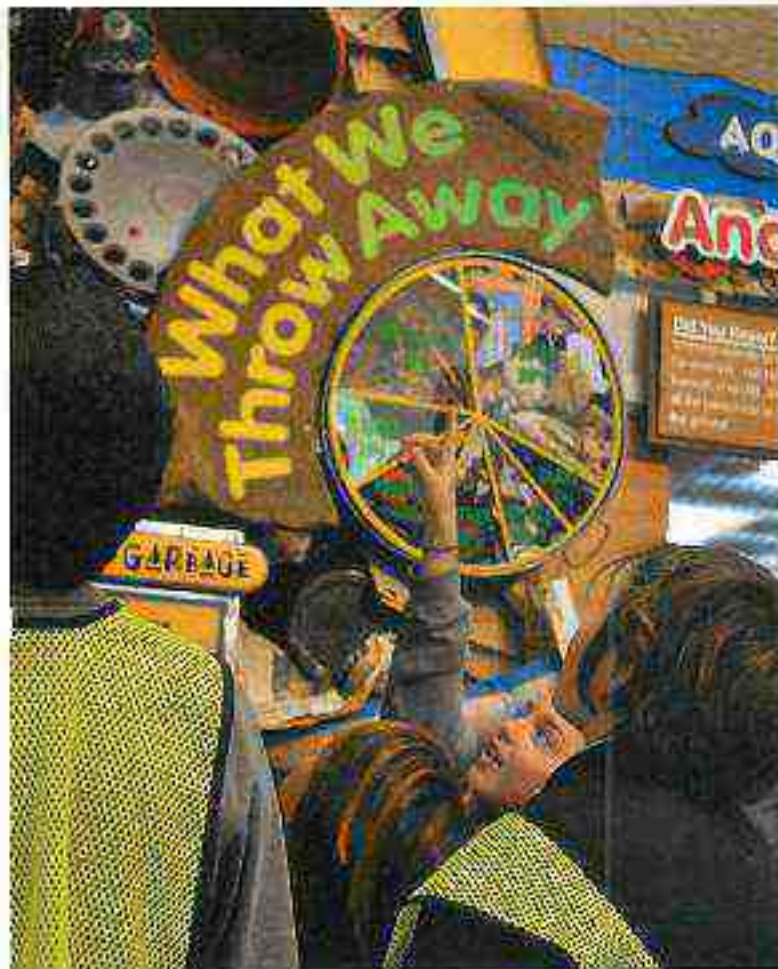
## FLEET OPTIMIZATION



As a route-based business, the majority of our carbon footprint is linked to our fleet. We seek to reduce our fleet emissions and consumption of fuel and petroleum-related products by replacing older trucks with newer, more efficient trucks, deploying route optimization software to minimize driving time, utilizing a network of transfer stations to consolidate waste onto fewer trucks and minimize drive time, installing controls to minimize idling time, switching to synthetic motor oils with longer replacement intervals, and reducing emissions by installing more advanced engine filters and carburetors.



## COMMUNITIES



We measure our success by the continuing positive impacts we have within our local communities. Our employees support hundreds of local organizations through direct contributions, volunteering, fundraising, or sponsoring or participating in educational activities. Additionally, each year our community activities culminate with a company-wide Christmas bike drive, through which we and our employees purchase and build thousands of bicycles to donate to local charities and military bases for distribution to deserving youth.



## GIVING FOR SUSTAINABILITY



Waste Connections aligns its major financial contributions with its goal to further advance environmental sustainability. For example, our first major grant helped establish the Global Waste Research Institute ("GWRI"), developed in conjunction with California Polytechnic State University, San Luis Obispo. The GWRI's mission is to advance state-of-the-art research and development of sustainable technologies and practices to more effectively manage existing and emerging wastes and byproducts.

## STATEMENT OF VALUES

### PURPOSE

Honoring our commitments provides our stakeholders peace of mind and establishes us as the premier solid waste services company in the markets we serve. This creates a safe and rewarding environment for our employees while protecting the health and welfare of the communities we serve, thereby increasing value for our shareholders.

### OPERATING VALUES

#### SAFETY

We strive to assure complete safety of our employees, our customers and the public in all of our operations. Protection from accident or injury is paramount in all we do.

#### INTEGRITY

We define integrity as "saying what you will do and then doing it." We keep our promises to our customers, our employees and our stockholders. Do the right thing, at the right time, for the right reason.

#### CUSTOMER SERVICE

We provide our customers the best possible service in a courteous, effective manner, showing respect for those we are fortunate to serve.

#### TO BE A GREAT PLACE TO WORK

We maintain a growth culture where our employees can maximize their potential personally and professionally. Our objective is to provide an environment where people enjoy what they do and take pride in their work. We wish to embody a work hard, play harder culture.

#### TO BE THE PREMIER SOLID WASTE SERVICES COMPANY IN THE U.S.

We continue to provide superior returns, remain environmentally responsible, and continue to grow in a disciplined way, deploying resources intelligently and benefiting communities we live in. We remain a "different breed".

### VISION OF THE FUTURE

Our goal is to create an environment where self-directed, empowered employees strive to consistently fulfill our commitment commitments and seek to create positive impacts through interactions with customers, communities, and fellow employees, always relying on our Operating Values as the foundation for our existence.







WASTE CONNECTIONS, INC.

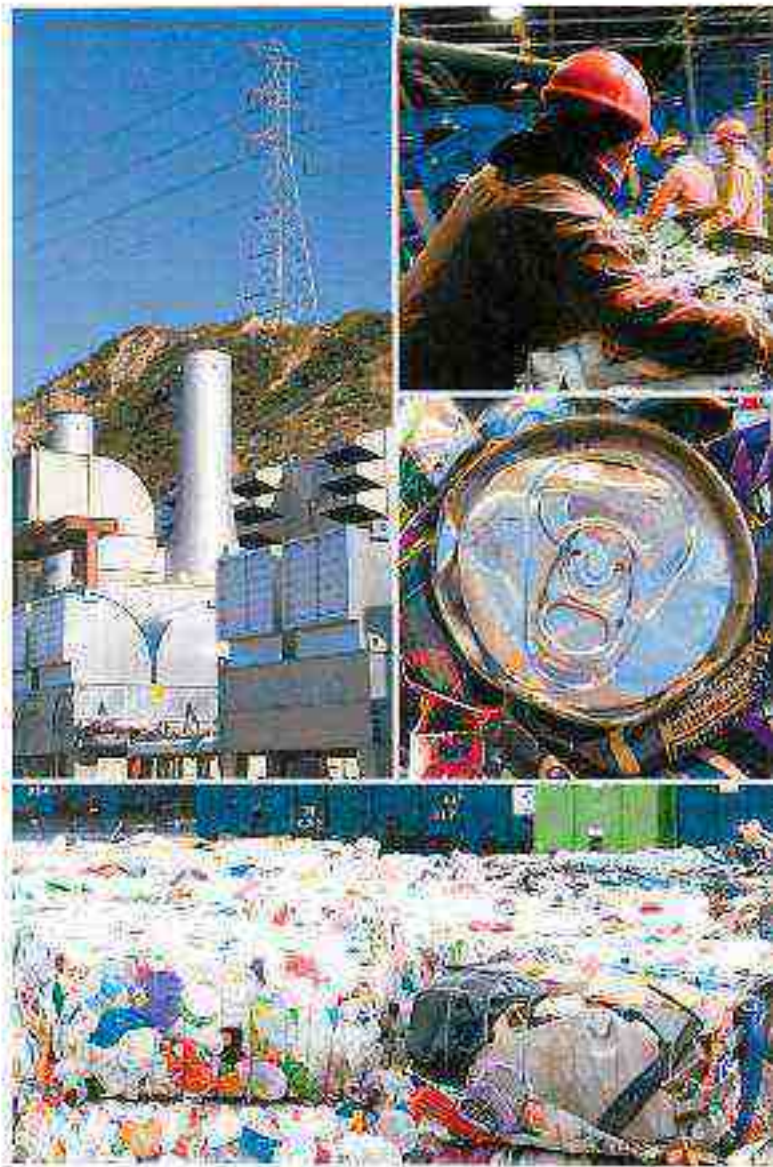
CORPORATE OFFICE

2295 Iron Point Road  
Suite 200

Folsom, CA 95630

Telephone: (916) 608/8200

[www.wasteconnections.com](http://www.wasteconnections.com)



# OCONEE HERITAGE CENTER

## 2013 UPDATE



**Jonathan Fritz**

*President, Oconee Heritage Center*

**Leslie White**

*Arts & Historical Manager, Oconee County*

*Director/Curator, Oconee Heritage Center*

864-638-2224

[info@oconeeheritagecenter.org](mailto:info@oconeeheritagecenter.org)

[www.oconeeheritagecenter.org](http://www.oconeeheritagecenter.org)

# Oconee Heritage Center (OHC)

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*"More than a museum..."*

## Our mission:

*The Oconee Heritage Center actively preserves and promotes the history and cultural heritage of Oconee County, SC through its museums, programs, and historic sites.*

- Oconee County's ONLY comprehensive history museum.
- The OHC collects, preserves, displays, and interprets artifacts from ALL corners of Oconee County from pre-history to present.

## Background:

- Organization founded in 1999 and facility opened in 2004 by Oconee citizens.
- Walhalla facility is leased from Oconee County for \$1/year for 20 years.

## Our many functions:

- **MUSEUM – Main location**
  - Permanent exhibit that tells the story of Oconee's history and heritage.
  - Temporary exhibits that enhance or elaborate on the story of Oconee County.
  - Visitor data for 2010-2013 shows that the OHC averaged nearly 3,000 visitors annually, with over 35% tourists.
    - Many visitors are Oconee "newcomers" or those seeking to relocate here.
- **GENERAL STORE MUSEUM (GSM) – branch location in Westminster**
  - Re-creation of a historic general store, using authentic artifacts from England's General Merchandise Store of Westminster.
  - Also features exhibits relevant to Westminster and surrounding areas.
  - Structure was donated outright to the Oconee Heritage Center, Inc.
  - Visitor data for 2012 shows that the GSM was attended by 1,500-2,000 visitors, with over 40% tourists.
- **EDUCATIONAL FACILITY**
  - Young Appalachian Musicians program and Evening Music Program teaches adults and children to play old-time and bluegrass instruments by ear.
  - An average of 1,000 public and homeschool student tours visit the OHC each year, including tours from as far away as Spartanburg.

- Numerous Cub Scout and Boy Scout packs visit in order to earn badges. The OHC has also facilitated Eagle Scout projects.
- The OHC holds informative lectures and classes throughout the year that are open to the public.
- The Oconee Appalachian Kids program is held monthly and expands into a summer camp program annually.
- **COMMUNITY CENTER**
  - Meeting space is available to rent for \$25/2 hours.
    - The space is regularly used for/by:
      - Oconee County PRT Commission (free use)
      - Oconee County Arts & Historical Commission (free use)
      - Leadership Oconee County (free use)
      - Parenting classes
      - Local Garden Clubs
      - Birthday parties, weddings, baby showers, etc...
  - Free public programs are held monthly/quarterly
    - Old-Time Music Day
    - Movie Nights
    - Trivia Nights
    - Book Club
- **Special Projects**
  - Projects listed below are contingent on a variety of factors, including sufficient revenue and human resources
    - Southern Appalachian Farmstead, Mountain Rest
    - Center Methodist Church, Oakway

**How we get the word out:**

- Word of mouth between family and friends has been our #1 method.
- Social media – Facebook
- Radio & Newspaper
- E-mail (newsletters & announcements)
- Flyers, brochures, and print advertisements

## Praise for the OHC

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- *"I didn't even know you were here. I'm going to come back and bring my family."* – visitor
- *"Thank you for doing these programs. There's not much for young kids to do in the area."* – parent who brought their child to the Oconee Appalachian Kids (OAK) program.
- *"Thank you! Visiting here works in perfectly with our curriculum. We'll see you next year."* – 4<sup>th</sup> grade teacher at OHC for field trip.
- *"Whoa! You get to work here?! You have the best job ever!"* – 4<sup>th</sup> grader on a field trip.
- *"You're doing good stuff. Keep it up!"* – OHC member comment
- *"OHC is one of Oconee's prides."* – visitor guestbook response
- *"We love this place!"* – visitor guestbook response
- *"It is evident that a lot of love and dedication has been given to preserve your heritage. Very enjoyable! Thank you!"* – visitor guestbook response

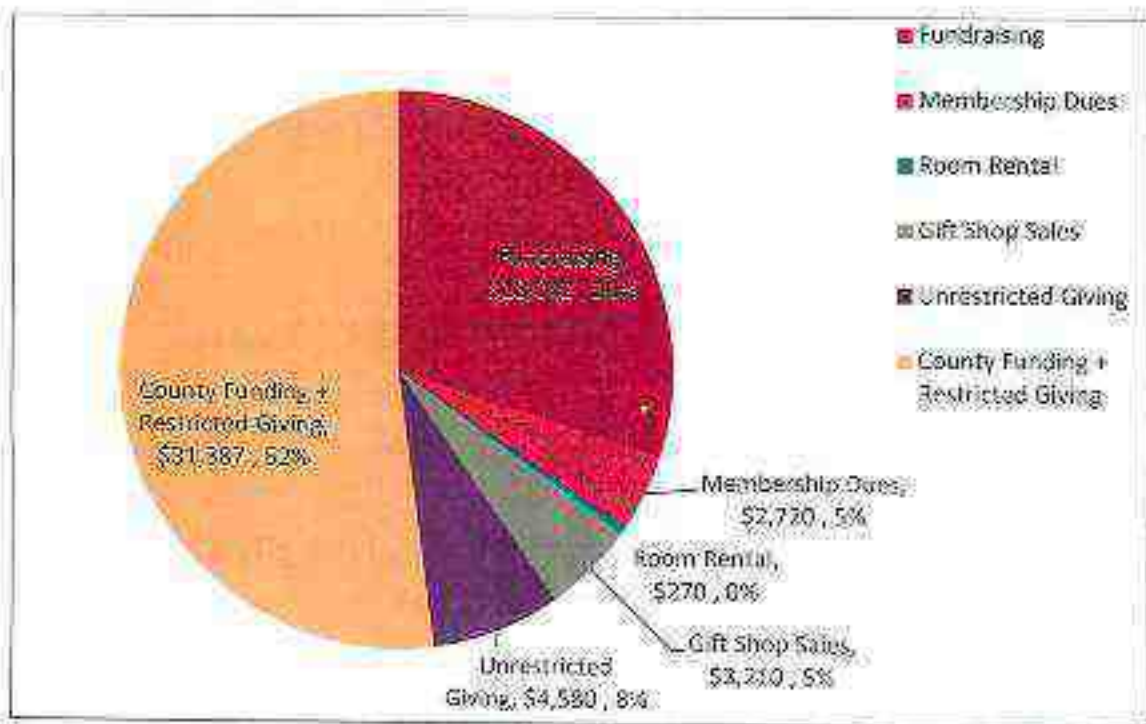
# OHC Operations

- **Governance**

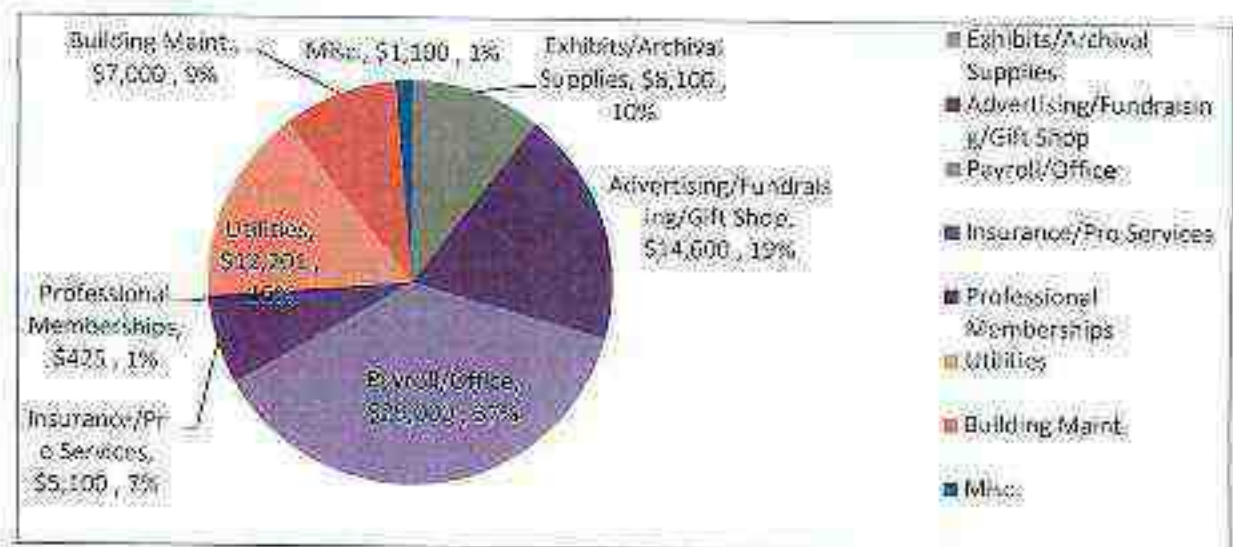
- The OHC is an independent, 501(c)3 non-profit organization governed by a volunteer Board of Directors.

- **Funding**

- \$27,000/annually from Oconee County PRT for utilities and part-time staff wages. This comprises nearly 50% of our annual operating costs.
- The chart below reflects OHC INCOME sources for 2012.



- The chart below reflects OHC EXPENSES for 2012



- **Staff**

- *Leslie White* = Oconee County Arts & Historical Manager (Oconee County PRT Department) whose 40 hours/week are donated to the OHC to serve as **Director/Curator**
  - *Manages operations and staff.*
- *Jennifer Moss* = **Assistant Curator (30 hours/week)**
  - *Assists Director, develops and conducts public programs*
- *Lisa Ridge* = **Administrative Assistant (20 hours/week)**
  - *Clerical duties, assists visitors, cleans public areas*

- **Partners and Friends**

- Oconee County PRT for staffing and funding sources mentioned above.
- Westminster Area Historic Preservation Society (WAHPS) assists with volunteer staffing and fundraising for General Store Museum.
- The OHC routinely works cooperatively with:
  - Oconee County Convention and Visitor's Bureau (CVB)
  - South Carolina National Heritage Corridor – Region 1
  - Upstate Heritage Quilt Trail
  - Local Chambers of Commerce
  - Lake & Mountain Quilt Guild
  - School District of Oconee County
  - Oconee County Public Library system

# OHC Challenges

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## Conservation Assessment Program (CAP)

- In April 2012, the OHC received funding to participate in the federally funded Conservation Assessment Program:
  - 2 professional assessors were hired for a 2-day assessment of our facilities and structures (1 museum collections expert & 1 historic preservation architect)
  - Results were compiled into 2 reports.
  - Main areas of concern:
    - Fire Code/Building Code compliance
    - HVAC repairs and upgrades
    - Pest Management
    - Archival storage and proper artifact care
  - The OHC is currently insufficiently funded and staffed to address concerns.

## Ongoing Challenges

- Lack of awareness – people are not aware of who we are or what we do
  - Advertising is very costly
- Lack of funding
  - The public assumes we are completely County or State funded and operated
- Inadequate staffing
  - Cannot be open for visitors as much as we would like
- Inadequate artifact storage
  - We must be very selective when considering artifacts to take in due to limited storage space and inadequate storage conditions.



# OHC Response to Challenges

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## 2013 Strategic Planning

- The OHC staff, Board of Directors, and select partners attended an 8-hour facilitated planning session in January to form goals and strategies in response to many of our challenges.
  - **High Level Goals**
    - Provide learning opportunities for greater understanding of the history and cultural heritage of Oconee County, SC.
    - Provide a facility to conserve and display artifacts and historical information relating to the inhabitants, formation and development of Oconee County, SC.
    - Promote and maintain a diverse volunteer base to support the OHC mission.
    - Maximize revenue to achieve financial sustainability.
  - **Prioritized Strategies**
    - Develop a branding and marketing plan (*in progress*)
    - Revise/implement budget(s) (*in progress*)
    - Develop committees using board and non-board OHC members: (*established/in progress*)
    - Set up ongoing/regular fundraising opportunities via BiLo Boosters, Subway, Ingles, Wendy's, Chick-Fil-A, Bojangles, and Zaxby's. (*in progress*)

## Current OHC Committees working to address specific challenges:

- **Finance**
  - Creating and implementing budget(s) and financial oversight measures
- **Building and Grounds**
  - Assessing and prioritizing buildings and grounds needs
- **Fundraising and Membership**
  - Increasing revenue streams
- **Public Relations and Marketing**
  - Developing and implementing a marketing and branding plan
- **Volunteers (recruitment and management)**
  - Recruiting and training volunteers for general operations and/or special projects
- **Collections (artifacts)**
  - Oversight for Curator's decisions regarding acquisitions or removals.

# Come See Us!

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## Oconee Heritage Center

- 123 Brown's Square Drive Walhalla, SC 29691
- OPEN Thursdays 12-6pm, Fridays 12-6pm, Saturdays 10am-3pm and by special appointment

## General Store Museum

- 126 E. Main Street Westminster, SC 29693
  - OPEN Fridays 1-4pm, Saturdays 10am-1pm and by special appointment
- 

## Join Us!

Annual membership dues help the OHC by providing funding throughout the year. Members stay up-to-date via newsletters and announcements and also receive discounts to OHC events, classes, and programs!

Student - \$5

Name: \_\_\_\_\_

Individual - \$15

Address: \_\_\_\_\_

Family - \$25

\_\_\_\_\_

Contributor - \$50

E-mail: \_\_\_\_\_

Associate - \$100

Phone: \_\_\_\_\_

Director - \$250

Membership amount enclosed: \_\_\_\_\_

Corporate - \$500

Patron - \$1,000

Please mail to:  
Oconee Heritage Center  
PO Box 395  
Walhalla, SC 29691



## AWARDS PRESENTED FOR ANNUAL TORNADO SAFETY POSTER CONTEST

Jack B. Moore, Grade 5, Walhalla Elementary School, was selected as the Grand Prize winner in the recent School Tornado Safety Poster Contest conducted by Oconee County Emergency Services. In addition to a cash award, he received a weather alert radio.

### First place winners received awards of \$45.00 each:

|                      |         |                           |
|----------------------|---------|---------------------------|
| Michael Foster       | Grade 1 | Tamassee-Salem Elementary |
| Isabella Saavedra    | Grade 2 | Keowee Elementary         |
| Gracie Claire McCall | Grade 3 | Walhalla Elementary       |
| Kayleigh Toole       | Grade 4 | Walhalla Elementary       |
| Jack B. Moore        | Grade 5 | Walhalla Elementary       |
| Jenna Wilson         | Grade 6 | Seneca Middle             |

### Second place winners received awards of \$25.00 each:

|                     |         |                        |
|---------------------|---------|------------------------|
| Gracie Westmoreland | Grade 1 | Walhalla Elementary    |
| Aiden Mayer         | Grade 2 | Walhalla Elementary    |
| Sara Halcy          | Grade 3 | Fair-Oak Elementary    |
| Lauren Rholetter    | Grade 4 | Westminster Elementary |
| Audrey Hunt         | Grade 5 | Northside Elementary   |
| Sarah Lowie         | Grade 6 | West-Oak Middle        |

### Honorable mention awards each received \$15.00:

|                        |         |                       |
|------------------------|---------|-----------------------|
| Hannah Allen           | Grade 1 | Walhalla Elementary   |
| Genesis Brown          | Grade 1 | Walhalla Elementary   |
| Savannah Ball          | Grade 2 | Keowee Elementary     |
| Maddi Davis            | Grade 2 | Ravenel Elementary    |
| Tyler Christian Watson | Grade 3 | Walhalla Elementary   |
| Khristchian Bolden     | Grade 3 | Northside Elementary  |
| Jaydn Hutchison        | Grade 4 | Walhalla Elementary   |
| Gabe Baker             | Grade 4 | Oakway Intermediate   |
| Chinara Johnson        | Grade 5 | Blue Ridge Elementary |
| Jenna Peters           | Grade 5 | Oakway Intermediate   |
| Shydarius Moss         | Grade 6 | West-Oak Middle       |
| Megan Woody            | Grade 6 | West-Oak Middle       |
| Lisette Espino         | Grade 6 | West-Oak Middle       |

The winning posters will be on display in the County Administrative Building until April 12.

The purpose of the contest is to educate children on the dangers of tornadoes and protective actions that should be taken in the event of a tornado in their area. The panel of judges was: Patricia Sink, a retired art teacher and a local award winning portrait artist who volunteers with Blue Ridge Arts Center; and Cam Albertz, who has demonstrated watercolor painting at Clemson Life Long Learning, Blue Ridge Art Association, Westminster Elementary School and Keowee Key Art Connection.



# PUBLIC HEARING

SIGN IN SHEET

## Oconee County Council Meeting

DATE: March 19, 2013

6:00 p.m.

Ordinance 2012-37 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND AID COMPANY LLC; AND OTHER MATTERS RELATING THERLTO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT"

Ordinance 2013-05 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE TAX CREDIT AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND TECHNOLOGY SOLUTIONS OF SC, INC.; AND OTHER MATTERS RELATING THERETO"

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

Council will not tolerate personal attacks on individual council members, county staff or any person or group.

Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

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

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

|     | Ordinance # | 2012-37 | 2013-05 |
|-----|-------------|---------|---------|
| 1.  |             |         |         |
| 2.  |             |         |         |
| 3.  |             |         |         |
| 4.  |             |         |         |
| 5.  |             |         |         |
| 6.  |             |         |         |
| 7.  |             |         |         |
| 8.  |             |         |         |
| 9.  |             |         |         |
| 10. |             |         |         |
| 11. |             |         |         |
| 12. |             |         |         |
| 13. |             |         |         |
| 14. |             |         |         |
| 15. |             |         |         |
| 16. |             |         |         |

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2012-37**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND AID COMPANY LLC; THE GRANTING OF INFRASTRUCTURE TAX CREDITS; THE INCLUSION OF THE PROJECT WITHIN A MULTI-COUNTY INDUSTRIAL BUSINESS PARK AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, (the "Fee Agreement"), with respect to any such project; and

WHEREAS, AID Company LLC, a limited liability company duly organized under the laws of the State of South Carolina (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of the development of a facility which manufactures bearings and rods for the aerospace industry in which the minimum level of taxable investment is not less than Seven Million Dollars (\$7,000,000) in qualifying fee in lieu of tax investment by the end of the fifth (5<sup>th</sup>) year following the year of execution of the Fee Agreement, all as more fully set forth in the Fee Agreement attached hereto, and in which approximately seventy-five (75) new, full-time jobs will be created in the same timeframe; and

WHEREAS, the Company has requested that the County provide Infrastructure Tax Credits of fifteen percent (15%) of the Company's fee in lieu of tax liability for the Project in the Park (as defined herein) for a term of ten (10) consecutive years (the "ITC") commencing only if and when the Company's investment in new, taxable property in the Project equals or exceeds \$7,000,000

within the initial five (5) years (following the end of the year of the execution and delivery of the Fee Agreement) of investment; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and a Fee Agreement and to that end has, by its Resolution adopted on December 4, 2012, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

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

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

WHEREAS, subject to the Agreement of Pickens County, the Project will be located in an existing joint county industrial and business park (the "Park") with Pickens County created by a joint county industrial and business park agreement with Pickens County, as previously amended and as amended to include the Project (the "Park Agreement") originally dated January 16, 2007 and as amended from time to time..

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

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a facility which manufactures bearings and rods for the aerospace industry, the execution and delivery of a Fee Agreement and the Park Agreement with the Company and a contiguous county, respectively, for the Project is hereby authorized, ratified and approved. Further, the Fee Agreement shall provide for an ITC of fifteen percent (15%) of the Company's fee in lieu of tax liability for the Project in the Park for ten (10) consecutive years, upon the terms and upon achieving the conditions required herein and in the Fee Agreement.

**Section 2.** It is hereby found, determined and declared by the County Council, as follows:

- (a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;
- (c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are hereby incorporated herein and made a part hereof;
- (d) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;
- (e) The Project and the Fee Agreement give rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;
- (f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;
- (g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,
- (h) The benefits of the Project will be greater than the costs.

**Section 3.** The form, terms and provisions of the Fee Agreement and the Park Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement and Park Agreement were set out in this Ordinance in their entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement and the Park 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 Park Agreement to be delivered to the partner county for the Park. The Fee Agreement and the Park Agreement are to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement and Park Agreement now before this meeting.

**Section 4.** The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the Park Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement and the Park Agreement and this Ordinance.



Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 7. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County.

Passed and approved this 19th day of March 2013.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_

Joel Thrift, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_

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

First Reading: December 4, 2012  
Second Reading: February 19, 2013  
Public Hearing: March 19, 2013  
Third Reading: March 19, 2013

**FEE AGREEMENT**

**between**

**OCONEE COUNTY, SOUTH CAROLINA**

**and**

**AID COMPANY LLC,  
A South Carolina Limited Liability Company**

**Dated as of May 1, 2013**

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

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Oconee County, South Carolina

FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of May 1, 2013, 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 AID Company LLC (the "Company"), organized and existing under the laws of the State of South Carolina.

WITNESSETH:

Recitals.

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

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

governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to an Inducement Resolution enacted and executed by the County Council of the County on December 4, 2012 (referred to herein as the "Inducement Resolution"), the Company committed to acquire and equip by construction, lease-purchase, lease or otherwise, a facility for the manufacture of bearings and rods for the aerospace industry (the "Facility") which will be located in the County, which will consist of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures which will constitute the project (the "Project"). The Project in the Park (as hereinafter defined) in the County involves an initial taxable investment of at least \$7,000,000 in the County within five (5) years of the end of the Company tax year in which this Agreement is executed and the \$7,000,000 level of that investment shall be maintained for the initial ten (10) years of the Fee Agreement, without regard to depreciation all being maintained in accordance with the Act and this Agreement. Approximately seventy-five (75) new, full-time jobs will be created in the County as part of the Project. The Company and the County agree that pursuant to the Act the existing land, building and fixtures for the Project are not eligible for inclusion in the Fee Agreement.

Pursuant to an Ordinance adopted on March 19, 2013 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council, among other things, authorized the County to enter into a Fee Agreement with the

Company which identifies the property comprising the Project as Economic Development Property (as defined in the Act) under the Act subject to the terms and conditions hereof.

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

## ARTICLE I

### DEFINITIONS

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

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

"Authorized Company Representative" shall mean the President of the Company or any person designated from time to time to act on behalf of the Company by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary, any assistant secretary, or senior personnel so designated by an officer of the corporation as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President, one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant

treasurer, its secretary, any assistant secretary or senior personnel so designated by an officer of the corporation. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

“Authorized County Representative” shall mean the Administrator of the County or his/her designee as evidenced by a written certificate of the County Administrator (hereinafter defined).

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

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

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

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

"Company" shall mean AID Company LLC, a limited liability company organized under the laws of the State of South Carolina and duly qualified to transact business in the State.

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

“County Administrator” shall mean the Administrator of Oconee County, South Carolina.

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



"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.7 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.9 of this Fee Agreement.

"Economic Development Property" shall mean all items of tangible Real Property, Improvements and Equipment, as defined herein, comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue 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 of the Project, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment, furniture and fixtures constitute Economic Development Property and thus become a part of the Project under this Fee Agreement.

"Event of Default" shall mean any Event of Default specified in Section 4.14 of this Fee Agreement.

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

"Fee Agreement" shall mean this Fee Agreement.

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

"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 Resolution" shall mean the resolution of the County Council adopted on December 4, 2012, authorizing the County to enter into the arrangements described herein.

"Infrastructure Tax Credits" shall mean the credit against the fee in lieu of tax payments to be made by the Company to the County on and for the Project in the Park, as authorized by Section 4-1-175 of the Code and Section 4.10 hereof.

"Investment Period" shall mean the period commencing January 1, 2013, and ending on the last day of the fifth (5<sup>th</sup>) property tax year following the property tax year in which this Agreement is executed; or, the tenth (10<sup>th</sup>) property tax year following the property tax year in which this

Agreement is executed, if the County, in its sole discretion, shall hereafter agree, in writing, pursuant to and in accordance with the Act, to extend the Investment Period.

“Minimum Investment” shall mean that the Company shall invest under and pursuant to the Fee Agreement not less than Seven Million Dollars (\$7,000,000) in qualifying, new taxable investment in the Project by the end of the fifth (5th) year after the year of execution of the Fee Agreement, and that \$7,000,000 of that investment shall be maintained, without regard to depreciation, during the entire time that Infrastructure Credits are provided, hereunder, in accordance with the Act, and in which approximately seventy-five (75) new, full-time jobs will be created.

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

“Park Agreement” shall mean the Agreement for Development of an Industrial/Business Park for the Park between the County and Pickens County originally dated January 16, 2007 (the “Pickens Park”), 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: (a) December 31, 2038 or December 31, 2043, if an additional extension of time in which to complete the Project is hereinafter granted by the County pursuant to Section 12-44-30(13) of the Act, and utilized by the Company by making the required

investments, or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Company under Section 12-44-30(21) of the Act, as amended, but only if the County subsequently agrees to such a maximum number of years exceeding twenty and such agreement is approved by the County Council and reduced to writing.

"Project" shall mean the Improvements and Equipment, together with the acquisition, construction, installation, design and engineering thereof, in phases, which shall constitute expansions or improvements of the Facility, and any Real Property which qualifies as Economic Development Property under the Act and becomes part of the Project pursuant to the provisions of this Agreement. The Project involves an initial investment of sufficient sums to qualify as a Project under the Act.

"Real Property" shall mean the real property described in Exhibit A attached hereto, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto and at which the Improvements and Equipment that comprises part of the Project under the terms of this Fee Agreement is located, as well as any real property which, itself, qualifies as part of the Project, as set forth herein.

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

(a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which

the Company in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(b)(iii) of this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement pursuant to Section 4.5 hereof for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.8 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

"State" shall mean the State of South Carolina.

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

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

(c) The Company intends to operate the Project as a "Project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a facility which manufactures bearings and rods for the aerospace industry and other legal activities

and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

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

(e) The Company anticipates that the cost of the project will be at least \$7,000,000 in qualifying taxable investment in eligible, Economic Development Property in the County within five (5) years of the end of the Company tax year in which this Agreement is executed. The Company will invest not less than Seven Million Dollars (\$7,000,000) in Economic Development Property, subject to the fee in the Project by the end of the fifth succeeding year following the year of the execution of the Fee Agreement, or lose the benefits of this Agreement retroactively to the outset, with interest and repayment due to the County for both FILOT payments and Infrastructure Tax Credits, as though the Minimum Investment requirements of the Act had not been met. Should such \$7,000,000 Minimum Investment, without regard to depreciation, not be maintained for the initial ten (10) years of the Fee Agreement, all as required by this Agreement and the Act, at any point in time, after having once been achieved, the Company will lose the benefit of the Fee Agreement and Infrastructure Tax Credits and the Project will revert to normal tax treatment, pursuant to Section 12-44-140(B) of the Act, prospectively, from the point at which such maintenance requirement is lost.

## ARTICLE III

### COMMENCEMENT AND COMPLETION OF THE PROJECT

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

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

Section 3.2    Diligent Completion.    The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2018, or on or prior to December 31, 2023 if not less than \$7,000,000 of Economic Development Property is invested in the Project on or prior to December 31, 2018 and the County agrees to an extension of the Investment Period hereof by resolution. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due from and by it under the terms of this Fee Agreement, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project, and may owe repayment to the County under the terms hereof in certain such circumstances.



## ARTICLE IV

### PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax (“FILOT”) arrangement under Section 12-44-50(A)(1) of the Act, and to meet the investment representations of Section 2.2(f), hereof, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all Economic Development 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, 2018 or up to December 31, 2023, if an extension of time to complete Project is subsequently granted in writing by the County in its discretion pursuant to Section 12-44-30(13) of the Act, in non-exempt Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 19 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the

Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

**Step 2:** Apply an assessment ratio of six percent (6%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the 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, if the County approves, in writing, the use of such longer period created by any such amendment.

**Step 3:** Multiply the taxable values, from Step 2, by the millage rate in effect for the Project site on June 30, 2012, which the parties believe to be 204.3 mils (which millage rate shall remain fixed for the term of this Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

Subject to the terms and provisions herein contained and with the consent of the County, with respect to each Phase, this Agreement shall be and remain in full force and effect for a term commencing on the date hereof, and ending at midnight on December 31 of the year which is the nineteenth (19<sup>th</sup>) year following the first year in which each Phase is placed in service, unless sooner terminated as herein permitted; provided that, if at the expiration of the term of this Agreement payment of all FILOT Payments under this Section 4.01 relating to the operation of the Project during such term have not been made, such term shall expire on such later date as such

payments shall have been made in full or so provided for; provided, further; that such extension of such term shall not increase the number of FILOT Payments for which the Company qualifies under this Section.

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

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

lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Cost of Completion. In the event that the cost of completion of the Project has not exceeded \$7,000,000 in non-exempt Economic Development Property, as required under Section 12-44-30(13) of the Act by December 31, 2018, at the Project in the Park by that date, then beginning with the payment finally due in 2019, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period will be terminated at that point. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project through and including 2018 using the calculations described in this Section, over, (ii) the total net amount of payments in lieu of ad valorem taxes (including Infrastructure Credits) actually made by the Company with respect to the Project through and including 2018. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided in the Act. Further, in the event, thereafter, that the investment in the Project, without regard to depreciation, once having achieved the Minimum Investment, falls below \$7,000,000 (without regard to depreciation), during the first ten (10) years that the Infrastructure

Credits are in effect, the payment in lieu of ad valorem taxes to be paid to the County by the Company from such respective point on, for the duration of this Fee Agreement shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period and payments in lieu of ad valorem taxes and Infrastructure Tax Credits will be terminated at that point at which the investment in the Project, without regard to depreciation, falls below such \$7,000,000.

Section 4.3. Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, 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 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, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

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

Section 4.4 Infrastructure Tax Credits. The County agrees that the Company shall be entitled to Infrastructure Tax Credits, to be taken as a set off against the FILOT payments for the Project in the Park owed, pursuant to Section 4.1, hereof, in each of ten (10) consecutive years of such FILOT payments, in an annual amount equal to fifteen percent (15%) of the net FILOT payments (after payment of the MCIP partner county fee) generated by the Project in the Park

commencing in the property tax year in which the total new, taxable investment of the Company in the Project equals or exceeds \$7,000,000 and continuing for the next nine (9) years thereafter, but not to exceed the actual cost of the Infrastructure, totally or in any given year. Such Infrastructure Tax Credits may be taken by the Company only to the extent that such Company has invested in qualifying improvements as defined in Section 12-44-70 of the Act and Section 4-29-68(A)(2) of the South Carolina Code of Laws, 1976, as amended. The Company shall be responsible for certifying to the County the amount of Qualified Improvements incurred, and for claiming the credit on any tax (fee in lieu of tax) calculations required by law to be submitted by the Company. Based on this certification, the Treasurer of the County shall display and subtract the Infrastructure Tax Credits from the fee in lieu of tax payment statement sent to the Company for the duration of the Infrastructure Tax Credits. At no time shall the aggregate of Infrastructure Tax Credits received by the Company exceed the certified amount of Qualified Improvements.

Section 4.5 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; subject, always, however to the terms and provisions of Section 4.2 hereof.

Section 4.6 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time, place, method of payment, and penalties and enforcement of collection.

**Section 4.7    Removal of Equipment.**    Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject to Section 4.2 and Section 4.5, hereof, the Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(b)(iii) hereof. The Company shall provide annual written notice to the County of the Removed Components in conjunction with the filing of the PT300 property tax form.

**Section 4.8    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 Real Property in which the project is located is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Section 4.5, hereof. Subject to the terms and provisions of this Agreement, all such



restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components, subject to Section 4.2 and Section 4.5 hereof.

Section 4.9    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 Real Property 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 Real Property or a transfer in lieu thereof, and subject to Section 4.2 and Section 4.5, hereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the

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

Section 4.10 Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Provided, however, the Company may merge with or be acquired by another company so long as the surviving Company has a net asset value equal to or greater than that of the Company's net asset value.

Section 4.11 Indemnification Covenants. The Company shall and agrees to indemnify and save the County, its employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement. The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County; the Company shall defend them in any such action, prosecution or proceeding.

Section 4.12 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County

agrees that, except as required by law and pursuant to the County's police powers, 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; or (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; and, the County (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Company, if the Company does provide such information to the County, if the Company will clearly and conspicuously mark such information as "Confidential" or "Proprietary", or both, then, in that event, prior to disclosing any confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.13 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company with the prior

consent of the County, which consent will not unreasonably be withheld, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act.

Section 4.14 Events of Default. In addition to the specific events of default noted elsewhere herein, as to investment and job creation requirements, 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 perform any of the material terms, conditions, obligations or covenants of the Company hereunder, other than those already noted in this Section 4.14 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.

Section 4.15 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 and Infrastructure Tax Credits; or

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

Section 4.16 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 4.17 Reimbursement of Legal Fees and Expenses. The Company agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. Further if the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.18 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.

## 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  
Attention: County Administrator

AS TO THE COMPANY:                      AID Company LLC  
123 Commerce Way  
Westminster, South Carolina 29693

AND A COPY TO:                              RBC Bearings Incorporated  
102 Willenbrock Road  
One Tribology Center  
Oxford, Connecticut 06478

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

Section 5.2 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, and at the sole expense of the Company, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

**Section 5.8 Severability.** If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

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



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

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Joel Thrift, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
G. Hulse, Clerk to County Council  
Oconee County, South Carolina

Elizabeth

**AID COMPANY LLC,  
a South Carolina Limited Liability Company**

**By:** \_\_\_\_\_  
**Its:**

**EXHIBIT A**  
**AID COMPANY LLC PROPERTY**

**Cost/Benefit Analysis**  
**AID Company a Division of RBC Aerospace Bearings**  
**Oconee County**

**Project Data**

|                               |    |           |
|-------------------------------|----|-----------|
| New Building (Construction)   | \$ | 3,700,000 |
| Existing Building             | \$ | -         |
| Land Cost                     | \$ | -         |
| Equipment (Less Pollution Cor | \$ | 3,300,000 |
| Employees                     |    | 75        |
| Avg. Hourly Wage              | \$ | 16.50     |
| Avg. Salary                   | \$ | 33,000    |
| Total Direct Payroll          | \$ | 2,475,000 |

**Project Multipliers**

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

**Employment Impacts**

|                                |  |            |
|--------------------------------|--|------------|
| Employment -- Direct           |  | 75         |
| Employment -- Indirect         |  | 34         |
| <u>Total Employment Impact</u> |  | <u>109</u> |

| <b>Net Costs</b>                     | <u>Year 1</u>       | <u>20-Year<br/>NPV</u> |
|--------------------------------------|---------------------|------------------------|
| Local                                | \$ 30,600           | \$ 621,809             |
| <u>Total State &amp; Local Costs</u> | <u>\$ 30,600</u>    | <u>\$ 621,809</u>      |
| <br><b>Net Benefits</b>              |                     |                        |
| Local                                | \$ 61,943           | \$ 413,151             |
| Local Economy                        | \$ 5,612,011        | \$ 11,233,423          |
| <u>Total Local Benefits</u>          | <u>\$ 5,673,954</u> | <u>\$ 11,646,573</u>   |

|                                  | <u>Year 1</u>    | <u>20-Year<br/>NPV</u> |
|----------------------------------|------------------|------------------------|
| <b>Local Government Costs</b>    |                  |                        |
| Fee-in-Lieu of Property Taxes    | \$ 10,911        | \$ 357,518             |
| MCP Split                        | \$ 923           | \$ 10,311              |
| Special Source                   | \$ 13,840        | \$ 97,570              |
| Gov't Services                   | \$ 1,263         | \$ 105,394             |
| Education Costs                  | \$ 3,663         | \$ 51,016              |
| Site Acquisition                 | \$ -             | \$ -                   |
| Site Preparation                 | \$ -             | \$ -                   |
| Site Utilities                   | \$ -             | \$ -                   |
| Special Infrastructure           | \$ -             | \$ -                   |
| Equipment / Machinery            | \$ -             | \$ -                   |
| Special Development Financing    | \$ -             | \$ -                   |
| Consulting/ Special Studies      | \$ -             | \$ -                   |
| Waived Fees / Permits            | \$ -             | \$ -                   |
| Streamlined Approvals            | \$ -             | \$ -                   |
| <b>Total Value of Costs</b>      | <b>\$ 30,600</b> | <b>\$ 621,809</b>      |
| <b>Local Government Benefits</b> |                  |                        |
| Taxes from existing building     | \$ -             | \$ -                   |
| Direct Property Taxes            | \$ 92,268        | \$ 1,031,117           |
| New Residential Prop. Taxes      |                  |                        |
| Single family - (Owner occupied) | \$ 25            | \$ 345                 |
| Single Family - (Rental)         | \$ 10            | \$ 137                 |
| Multi-family (Rental)            | \$ -             | \$ -                   |
| Prop. Taxes from New Autos       | \$ 241           | \$ 3,361               |
| LOST from Const. Materials       | \$ -             | \$ -                   |
| LOST from Increase Retail Sales  | \$ -             | \$ -                   |
| LOST from Operational Supplies   | \$ -             | \$ -                   |
| Public Utilities                 | \$ -             | \$ -                   |
| <b>Total Value of Benefits</b>   | <b>\$ 92,544</b> | <b>\$ 1,034,960</b>    |
| <b>Net Local Benefits</b>        | <b>\$ 61,943</b> | <b>\$ 413,151</b>      |
| <b>Local Benefit/Cost Ratio</b>  | <b>2:1</b>       | <b>1:1</b>             |
| <b>Local Economy Benefits</b>    |                  |                        |
| Total Private Sector Benefits    | \$ 5,612,011     | \$ 11,233,423          |

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2013-05**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE TAX CREDIT AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND TECHNOLOGY SOLUTIONS OF SC INC.; AND OTHER MATTERS RELATING THERETO

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 and Title 12, Chapter 37 (jointly hereinafter the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute an infrastructure tax credit agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Technology Solutions of SC Inc., a company duly incorporated under the laws of the State of South Carolina (the "Company") (also known by the County as Project Zeta), has requested the County to participate (i) in executing an Inducement Agreement, and an Infrastructure Tax Credit Agreement (the "Infrastructure Tax Credit Agreement" or "ITC Agreement") for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain machinery, apparatus, and equipment, for the purpose of the providing information technology services for which the minimum level of new taxable investment will be not less than One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) in new qualifying taxable investment in the County and will result in the creation of approximately seven (7) new, full-time jobs, and all as more fully set forth in the Inducement Agreement (previously authorized by Resolution of the County on February 19, 2013); and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the

inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and an Infrastructure Tax Credit Agreement and to that end has, by its Resolution adopted on February 19, 2013, authorized the execution of an Inducement Agreement and will by this County Council Ordinance, authorize an ITC Agreement; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the ITC Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax in the Park (defined herein); and

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

WHEREAS, the site at which the Project is to be constructed, will be located in a multi-county industrial/business park between the County and Pickens County (the "Park") under and pursuant to the provisions of the Act; and

WHEREAS, the County is authorized by the provisions of the Act to provide an infrastructure tax credit (the "Infrastructure Tax Credit"), secured by and payable solely from revenues of the County from payments in lieu of taxes in the Park pursuant to Article VIII, Section 13 of the South Carolina Constitution and the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County in order to enhance the economic development of the County; and

WHEREAS, to the extent within its authority and control, using its best reasonable efforts, the County does hereby agree, subject to the requirements of Section 4-1-170 and Section 4-1-175 of the Act, respectively, including without limitation, obtaining the consent of the City of Seneca or any other incorporated municipality within which the Project Property may be incorporated prior to execution of the Park Agreement and the Home Rule Act, to insuring that the Project Property will be placed in a Park with Pickens County, and provide an Infrastructure Tax Credit against payments in lieu of taxes from the Project in the Park in an annual amount equal to Thirty percent (30%) of the payments in lieu of taxes allocated to the County taxing entities pursuant to the agreement creating the Park (the "Park Agreement") for five (5) consecutive years of fee in lieu of tax payments by the Project in the Park pursuant to the Park Agreement, beginning with the payment due (without penalty on or before January 15, 2015 and such that the Infrastructure Credit will never exceed, at any point in time, the actual cost of Project Infrastructure to that point.

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

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to develop a facility in the State, and acquire by acquisition or construction and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of the

development of a facility for the provision of information technology services, the execution and delivery of an ITC Agreement with the Company for the Project is hereby authorized, ratified and approved.

**Section 2.** It is hereby found, determined and declared by the County Council, as follows:

(a) The Project, the payments in lieu of taxes set forth herein, and the new jobs created are beneficial to the County;

(b) The terms and provisions of the Inducement Agreement are hereby incorporated herein and made a part hereof;

(c) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(d) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

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

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

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

**Section 3.** Pursuant to the authority of the Act, there is hereby authorized to be provided, and shall be provided, the Infrastructure Tax Credit of the County to the Company in the amount of Thirty percent (30%) of the Fee Payments from the Project in the Park pursuant to the Park Agreement, beginning with the Fee Payment due (without penalty) not later than January 15, 2015.

Nothing in this ordinance shall be construed as an obligation or commitment by the County to expend any of its funds other than the portion of Fee Payments represented by the Infrastructure Tax Credit provided by the County which shall be payable solely as a credit against Fee Payments due by the Company to the County for the Project in the Park.

**Section 4.** The form, terms and provisions of the ITC 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 ITC Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the ITC Agreement in the name and on behalf of the County, and thereupon to cause the ITC Agreement to be delivered to the Company. The ITC Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor



changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of ITC Agreement now before this meeting.

Section 5. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the ITC Agreement and the performance of all obligations of the County under and pursuant to the ITC Agreement and this Ordinance.

Section 6. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

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

Passed and approved this 19th day of March 2013

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Joel Thrift, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Elizabeth G. Hulsc, Clerk to County Council  
Oconee County, South Carolina

First Reading: February 19, 2013  
Second Reading: March 5, 2013  
Public Hearing: March 19, 2013  
Third Reading: March 19, 2013

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**INFRASTRUCTURE CREDIT AGREEMENT**

**between**

**OCONEE COUNTY, SOUTH CAROLINA**

**and**

**TECHNOLOGY SOLUTIONS OF SC INC.  
a South Carolina corporation**

**Dated as of April 1, 2013**

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SIGNATURES AND SEALS

EXHIBITS A & B

## INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT, dated as of April 1, 2013 (the "Agreement"), between OCONEE COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and TECHNOLOGY SOLUTIONS OF SC INC., a company incorporated and existing under the laws of the State of South Carolina (the "Company").

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Sections 4-1-175, 4-12-30(K)(3), and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, to provide financing or reimbursement of expenses, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for, in this instance, improved and unimproved real estate used for the purpose of the providing information technology services in order to enhance the economic development of the County and the City of Seneca; and

WHEREAS, in accordance with the provisions of an Inducement Agreement dated February 19, 2013, between the Company and the County, the Company has determined that it intends to develop, construct, or cause to be constructed, furnished and equipped, manufacturing and/or office buildings, including machinery and equipment, on the tract of land described on the attached Exhibit A (the land as so improved by such facilities and including such personal property as may be located thereon is hereinafter referred to as the "Project"), for the purposes described in the preceding paragraph, which Project will involve an investment of not less than \$1,250,000 in new qualifying taxable investment in the County the Project in the County, all by not later than December 31, 2018; and

WHEREAS, the County and Pickens County have established a joint county industrial business park (the "Park") by entering into an Agreement for Development of the Joint County Industrial Park, as amended from time to time (the "Park Agreement"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution; and

WHEREAS, the County has (i) included the Project site in the Park with Pickens County, and is providing herein an infrastructure credit against payments in lieu of taxes from the Project in the Park in an annual amount equal to Thirty percent (30%) of the payments in lieu of taxes allocated to the County taxing entities pursuant to the agreement creating the Park for five (5) consecutive years of fee in lieu of tax payments on the Project in the Park pursuant to the Park Agreement. No Infrastructure Credit will be due to the Company for fee in lieu of tax payments on the Project in the Park due on or before January 15, 2014, and no Infrastructure Credit will be due, at all, if the County is unable to place the Project Property into a Park, despite using its best reasonable efforts to do so.

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes to Oconee County (the "Oconee Fee Payments") and to Pickens County (the "Pickens Fee Payments") in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by an ordinance duly enacted by the County Council on March 19, 2013, following a public hearing held on March 19, 2013, in compliance with the terms of the Act (as defined herein).

NOW, THEREFORE, in consideration of the representations and agreements hereinafter contained, the County and the Company agree as follows:

## ARTICLE I

### DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

*"Act"* shall mean, collectively, Title 4, Chapter 29, Title 4, Chapter 12, and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, and all future acts amendatory thereof.

*"Agreement"* shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

*"Authorized Company Representative"* shall mean any person or persons at the time designated to act on behalf of the Company by a written certificate furnished to the County containing the specimen signature of each such person and signed on behalf of the Company by its President.

*"Authorized County Representative"* shall mean the County Administrator or such other person or persons at the time designated to act on behalf of the County by a written certificate furnished to the Company containing the specimen signature of each such person and signed on behalf of the County by its Chairman of County Council and the Clerk to County Council.

*"Company"* shall mean Technology Solutions of SC Inc., its successors and assigns.

*"Cost"* or *"Cost of the Infrastructure"* shall mean the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of the Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of construction bonds and of insurance of all kinds that may be required

or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

*"County"* shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

*"Event of Default"* shall mean, with reference to this Agreement, any of the occurrences described in Section 6.01 hereof.

*"Financing Statement"* shall mean a financing statement or a continuation statement filed pursuant to the provisions of the Uniform Commercial Code of the State or such other jurisdiction the laws of which are applicable with respect to the security interests created under this Agreement.

*"Infrastructure"* shall mean such of the Project's real estate, buildings, site improvements internal roads, parking and all improvements thereon, as are permitted under the Act, including those set forth on Exhibit B attached hereto, whether owned by the Company or not.

*"Infrastructure Credit"* shall mean the credit against the Company's fee in lieu of tax payments, to reimburse the Company for the Cost of the Infrastructure, in the amounts set forth in Section 3.03 hereof.

*"Oconee Fee Payments"* shall mean payments in lieu of taxes made to the County with respect to the Project by the Company, as required by the Park Agreement, minus payments due to Pickens County.

*"Ordinance"* shall mean the ordinance enacted by the County Council on March 19, 2013 authorizing the execution and delivery of this Agreement.

*"Park"* shall mean the Joint County Industrial and Business Park established pursuant to the terms of the Park Agreement.

*"Park Agreement"* shall mean the Agreement for Development of the Joint County Industrial and Business Park between the County and Pickens County, South Carolina, initially dated January 16, 2007 and as amended or supplemented from time to time.

*"Person"* shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

*“Premises”* shall mean the real property location described in Exhibit A attached hereto and as such may be supplemented from time to time by consent of the County and the Company.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

**SECTION 2.01. Representations by the County.** The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure, including the purchase of improved real property, for the purpose of promoting the economic development of the County.

(c) The County is not in default under any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) The authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not, to the County's knowledge, conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) The execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the County's knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the South Carolina Constitution or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound; there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, known to the County which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be

used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the County is there any basis therefor.

SECTION 2.02. Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a South Carolina company, validly existing, and in good standing, has power to enter into this Agreement, and by proper company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) The reimbursement of a portion of the cost of the Infrastructure by the County has been instrumental in inducing the Company to acquire and construct the Project in the County and in the State of South Carolina.

(e) The Company will invest not less than One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) and the creation of approximately seven (7) new, full-time jobs in the Project, all prior to December 31, 2018, or will lose the benefits of this Agreement, prospectively, from that point on.

SECTION 2.03. Covenants of County.

(a) The County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County



within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) 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 power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of the South Carolina.

### ARTICLE III

#### INFRASTRUCTURE TAX CREDITS

SECTION 3.01. Payment of Costs of Infrastructure. The Company agrees to initially pay, or cause to be paid, all Cost of the Infrastructure as and when due. The Company currently estimates that the total Cost of the Infrastructure is approximately \$1,250,000. The Company agrees to complete the acquisition and construction of the Infrastructure pursuant to the plans and specifications approved by the Company whether or not the Infrastructure Credit is sufficient to reimburse all of the Cost of the Infrastructure, paid by, or caused to be paid by the Company. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

SECTION 3.02. Completion of Infrastructure. The Company shall notify the County of the date on which the initial Infrastructure is substantially completed and the total cost thereof and certify that all costs of acquisition and construction of the Infrastructure then or theretofore due and payable have been paid and the amounts which the Company shall retain for payment of Costs of the Infrastructure not yet due or for liabilities which the Company is contesting or which otherwise should be retained.

#### SECTION 3.03. Infrastructure Tax Credits.

(a) Commencing with the payment of the fee in lieu of tax payments for the Project in the Park finally due from the Company to Oconee County on January 15, 2015, and continuing for a period of four (4) years thereafter (for a total of five (5) payment periods), the County hereby promises to and does hereby provide to the Company a credit equal to 30% of the Oconee Fee Payments. The Infrastructure Credit shall be taken as an offset against the Oconee Fee Payments in each of the years due. The Company is therefore entitled to make a payment to the County, and the County will accept such payment for a period of five (5) years, equal to 70% of the Oconee Fee Payment which would be due in the absence of this Agreement.

THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE OCONEE FEE PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A

PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS. Notwithstanding any other provision of this Agreement, the Company shall never, annually or cumulatively, be entitled to credits under this Agreement in an amount greater than the cumulative amount of the Company's Cost of the Infrastructure to the point at which such credit is due or taken.

(b) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the amount of and use of the Oconee Fee Payments. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Oconee Fee Payments.

#### ARTICLE IV

##### CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(i) A copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(ii) Such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Transfers of Project. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to Related Parties, as defined in the Internal Revenue Code. No such sale, lease, conveyance, or grant by the Company to Related Parties shall relieve the County from the County's obligations to provide the Infrastructure Credit to the Company, or its assignee of such payments, under this Agreement, nor shall such sale, lease, conveyance or grant relieve the Company or its successor of its obligation to make payments in lieu of taxes for the Project pursuant to the Park Agreement.

SECTION 4.03. Assignment by County. The County shall not attempt to assign, transfer, or convey its obligations to provide the Infrastructure Credit hereunder to any other Person.

ARTICLE V  
SECURITY INTEREST

SECTION 5.01. Creation of Security Interest. The County hereby grants to the Company a perfected first priority lien and security interest in and to the Oconee Fee Payments for performance by the County of its obligations under this Agreement, but only to the extent and amount of the Infrastructure Credit actually due from the County to the Company at any given time.

SECTION 5.02. Indebtedness Secured. The security interest herein granted shall secure all obligations of the County to the Company under this Agreement, and all court costs, attorneys' fees and expenses of whatever kind incident to the enforcement or collection of such obligations and the enforcement and protection of the security interest created by this Agreement.

ARTICLE VI  
DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default If the County shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the County to be performed, which failure shall continue for a period of 30 days after written notice by the Company specifying the failure and requesting that it be remedied is given to the County by first-class mail, the County shall be in default under this Agreement (an "Event of Default"). If the Company or its successor shall fail to make payments in lieu of taxes in accordance with the Park Agreement and applicable law, or shall fail to make the investments or create the jobs cited in Section 2.02(e), hereof, the Company shall be in default under this Agreement (an "Event of Default").

SECTION 6.02. Legal Proceedings by Company. Upon the happening and continuance of any Event of Default by the County, then and in every such case the Company in its discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the County to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit at law to enforce the contractual agreement contained herein,
- (c) by action or suit in equity require the County to account as if it were the trustee of an express trust for the Company;
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

**SECTION 6.03. Remedies of the County.** Upon the happening and continuance of an Event of Default by the Company, the County, in every such case, shall be entitled to terminate this Agreement and to take such action as is permitted by law for collection of past due taxes or payments in lieu of taxes.

**SECTION 6.04. Remedies Not Exclusive.** No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

**SECTION 6.05. Nonwaiver.** No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article VI to the Company or the County may be exercised from time to time and as often as may be deemed expedient.

## ARTICLE VII MISCELLANEOUS

**SECTION 7.01. Successors and Assigns.** All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

**SECTION 7.02. Provisions of Agreement for Sole Benefit of County and Company.** Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

**SECTION 7.03. Severability.** In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credit shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

**SECTION 7.04. No Liability for Personnel of County or Company.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Infrastructure Credit or the Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

**SECTION 7.05. Notices.** All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County: Oconee County, South Carolina  
415 South Pine Street  
Walhalla, South Carolina 29691  
Attention: County Administrator

(b) if to the Company: Technology Solutions of SC Inc.  
P.O. Box 128  
Seneca, SC 29679

with a copy to: J. Wesley Crum, III P.A.  
233 North Main Street, Suite 200F  
Greenville, South Carolina 29601  
Attention: J. Wesley Crum III

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County, the Company, or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 7.05, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

**SECTION 7.06. Applicable Law.** The laws of the State of South Carolina shall govern the construction of this Agreement.

**SECTION 7.07. Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

**SECTION 7.08. Amendments.** This Agreement may be amended only by written agreement of the parties hereto.

**SECTION 7.09. Waiver.** Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Agreement to be executed by the Chairman of its County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and Technology Solutions of SC Inc. has caused this Agreement to be executed by its authorized officers, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: \_\_\_\_\_  
Joel Thrift, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

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

**TECHNOLOGY SOLUTIONS OF SC INC.**

**By:** \_\_\_\_\_  
**Its:** **President**

**EXHIBIT A  
LAND DESCRIPTION**

**Technology Solutions of SC Inc.  
528-F Bypass 123  
Seneca, SC 29678**

**Town of Seneca, Oconee County South Carolina**



**EXHIBIT B  
INFRASTRUCTURE**

**Such of the Project's real estate, buildings, site improvements internal roads, parking and all improvements thereon, as are permitted under the Act, whether owned by the Company or not.**

STATE OF SOUTH CAROLINA  
OCONEE COUNTY COUNCIL  
**ORDINANCE 2013-06**

**AN ORDINANCE TO AMEND THE AGREEMENT AUTHORIZED BY ORDINANCES NO. 2006-027, 2008-017, 2010-04, 2010-24, 2010-32, 2011-09, 2011-15 and 2011-34 RELATING TO THE INDUSTRIAL/BUSINESS PARK OF OCONEE AND PICKENS COUNTIES SO AS TO ENLARGE THE PARK.**

**WHEREAS**, pursuant to Ordinance No. 2006-027 enacted on December 5, 2006 by Oconee County Council, Oconee County (the “County”) entered into an Agreement for Development of Joint County Industrial and Business Park dated as of January 16, 2007 with Pickens County (the “ Agreement”), which was subsequently amended by Ordinance No. 2008-17 enacted on October 21, 2008 by the County, resulting in the Agreement as amended by the First Amendment to the Agreement dated November 3, 2008; by Ordinance No. 2010-04 enacted on May 4, 2010 by the County, resulting in the Agreement as amended by the Second Amendment to the Agreement dated May 4, 2010; by Ordinance No. 2010-24 enacted on July 21, 2010 by the County, resulting in the Agreement as amended by the Third Amendment to the Agreement dated August 16, 2010; by Ordinance No. 2010-32 enacted on December 7, 2010 by the County, resulting in the Agreement as amended by the Fourth Amendment to the Agreement dated January 18, 2011; by Ordinance 2011-09 enacted on April 5, 2011 by the County, resulting in the Agreement as amended by the Fifth Amendment to the Agreement dated June 6, 2011, by Ordinance 2011-15 enacted on November 1, 2011 by the County, resulting in the Agreement as amended by the Sixth Amendment to the Agreement dated November 7, 2011; by ordinance 2011-34 enacted on February 7, 2012 by the County, resulting in the Agreement as amended by the Seventh Amendment to the Agreement dated February 7, 2012 (hereinafter collectively referred to as the “Park Agreement”); and

**WHEREAS**, pursuant to Section 3 of the Park Agreement, the boundaries of the park created therein (the “Park”) may be enlarged pursuant to ordinances of the respective County Councils of the County and Pickens County; and

**WHEREAS**, Oconee County is desirous of enlarging the Park by the addition of the property described on Exhibit A of the Eighth Amendment to the Agreement, attached hereto;

**NOW, THEREFORE**, be it ordained by Oconee County Council that the Park Agreement is hereby and shall be amended by the Eighth Amendment to the Agreement to include the property in Oconee County described in the schedule attached to the Eighth Amendment to the Agreement as Exhibit A (as such description may be hereafter refined), and that the Chairman of Oconee County Council is hereby authorized to execute and deliver any desired amendments to the Park Agreement necessary to accomplish the aforestated enlargement.

**Section 1.** The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Eighth Amendment to the Agreement and the performance of all obligations of the County under and pursuant to the Eighth Amendment to the Park Agreement and this Ordinance.

Section 2. 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.

**DONE** in meeting duly assembled this \_\_\_ day of \_\_\_\_, 2013

**OCONEE COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
Joel Thrift, Chairman, County Council  
Oconee County, South Carolina

ATTEST:

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

First Reading: March 19, 2013  
Second Reading: April 2, 2013 [tentative]  
Public Hearing: April 16, 2013 [tentative]  
Third Reading: April 16, 2013 [tentative]

Addition to Exhibit A (Oconee County)  
Agreement for Development of Joint County  
Industrial Park dated as of January 16, 2007,  
Amended on November 3, 2008,  
Second Amended on May 4, 2010  
Third Amended on August 16, 2010  
Fourth Amended on January 18, 2011  
Fifth Amended on June 6, 2011  
Sixth Amended on November 7, 2011  
Seventh Amended on February 7, 2012  
Eighth Amended on \_\_\_\_\_ 2013  
Between Oconee County and Pickens County

**Tract 8**  
**AID Company LLC**



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

3. **Eighth Amendment to the Agreement.** As of the date of this Eighth Amendment to the Agreement, the Seventh Amendment to the Agreement, the Sixth Amendment of the Agreement, the Fifth Amendment to the Agreement, the Fourth Amendment to the Agreement, the Third Amendment to the Agreement, the Second Amendment to the Agreement, the First Amendment to the Agreement and the Agreement as previously amended are further amended, in accordance with Section 3(B) of the Agreement, so as to expand the Park premises in Oconee County by the addition of one (1) tract of land, to be shown as "Tract 8") on the revised Exhibit A, attached hereto, which shall amend, replace, and supersede the previously amended Exhibit A to the Agreement which was in effect prior to execution of this Eighth Amendment to Agreement.

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

5. **Termination.** All other terms and conditions of the Agreement as amended by this Eighth Amendment to the Agreement, and as previously amended, shall remain in full force and effect

6. **Counterparts.** This Eighth Amendment to Agreement may be executed in multiple counterparts, all of which shall constitute but one and the same document.

WITNESS our hands and seals of this \_\_\_ day of \_\_\_\_\_, 2013

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Joel Thrift, Chairman of County Council  
Oconee County, South Carolina

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

WITNESS our hands and seals as of this \_\_\_\_ day of \_\_\_\_\_, 2013

PICKENS COUNTY, SOUTH CAROLINA

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

ATTEST:

By: \_\_\_\_\_  
Donna Owens, Clerk, County Council  
Pickens County, South Carolina



**EXHIBIT A  
LAND DESCRIPTION  
OCONEE COUNTY**

**TRACT 1**

Timken US Corporation  
430 Torrington Road  
Walhalla, South Carolina 29691

All that certain piece, parcel or tract of land situate, lying and being in West Union School District, Oconee County, South Carolina, containing 103.45 acres, more or less, as will appear by plat thereof prepared by Schumacher Engineering Services, Dated September 23, 1966, revised November 9, 1966 and February 20, 1967, recorded in Plat Book P-29, page 132 in the office of the Clerk of Court for Oconee County, South Carolina. BEGINNING at a point in the center of Road S 37-324, thence S 75-13 E 34.7 feet to an iron pin corner, old; thence S 75-13 E 1464.6 feet to an iron pin corner; old; thence S 18-16 W 1418.89 feet to an iron pin corner, new; thence N 73-32 W 811.15 feet to an iron pin corner, old; thence S 05-28 W 481 feet to an iron pin corner, old; thence N 74-34 W 1248.93 feet to an iron pin corner, new; thence N 15-32 E 445.85 feet to I.P.O.; thence N 70-08 W 124.93 feet to I.P.O.; thence N 15-20 E 1604.90 feet to I.P.O.; thence N 74-38 W 1050.31 to a stone corner, old; thence N09-41 W 237.32 feet to I.P.O.; thence N 76-47 E 1351.79 feet to a nail in the center of bituminous road, designated Point "B"; thence S 26-42 E 474.8 feet along center of road to a nail; thence S 23-51 E 276.8 feet along center of road to a nail; thence S 16-07 E 264.8 feet along center of road to a nail; thence S 09-20 E 222.8 feet along center of road to point designated Point "A"; same being the point of beginning. Said tract being the major portion of a tract of land conveyed to the Torrington Company (Maine) by Piedmont-Oconee Corp. by deed dated June 17, 1960, recorded in Deed Book 8-F, page 8, and the property conveyed by deed of Leroy C. Martin and Raleigh L. Martin to the Torrington Company (Maine) dated January 25, 1967, recorded in Deed Book 10-B at page 35, which said conveyance was made to make the center line of road the property line and by deed of James Robert LeCroy to the Torrington Company (Maine) dated February 14, 1967, recorded in Deed Book 10-B, page 34 which deed was made to make the center line of road the line; less a strip of land conveyed by The Torrington Company (Maine) to James Robert LeCroy by deed dated July 25, 1967, recorded in Deed Book 10-E, page 87, which deed was made for the purpose of making the center line of the road the property line.

**(Tract 2 added in by the First Amended Park Agreement dated November 3, 2008)**

**TRACT 2**

BorgWarner Torqtransfer Systems Inc.

All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Oconee, Township of Seneca, containing 78.176 acres, more or less and shown and more fully described by metes and bounds on plat of survey thereof made by R. Jay Cooper, P.E. & L.S. dated April 6, 1990, which plat is recorded in the Office of the Clerk of Court for Oconee County in Plat Book A-54, pages 9 and 10 and which is incorporated herein by reference.

The within described property was conveyed to Borg-Warner Powertrain Systems Corporation by deed of Emhart Industries, Inc. dated September 26, 1995 and recorded in the Office of the Clerk of Court for Oconee County in Deed Book 834 at page 313 on November 5, 1995.

**(Tract 3 added in by the Second Amended Park Agreement dated May 4, 2010)**

**TRACT 3**

Greenfield Industries, Inc.

All that piece, parcel or tract of land situate, lying and being in the County of Oconee, State of South Carolina, located on the Southern side of U.S. Highway 76 and 123 and being more particularly shown and designated as a tract of land containing 78.20 acres, more or less, on a plat entitled "Plat of a Tract of Land Surveyed at the Request of The First National Bank of Boston" by Farmer & Simpson Engineers, dated June 3, 1986 and recorded in the office of the Clerk of Court of Oconee County, South Carolina in Plat Book P-51 at page 132, and being more particularly described, according to said plat as follows:

Beginning at an iron pin (P.O.B.) located on the southwester edge of the right of way for U.S. Highway 76 and 123 and at the northwestern most corner of said tract of land (said corner being a common corner with the northeastern most corner of lands now or formerly of Delta Corporation) and running thence along the southwestern edge of the right of way for U.S. Highway 76 and 123 S 63 degrees – 19' E 1,890.8 feet to an iron pin corner; thence S 22 degrees – 57' W 456.9 feet to an iron pin corner; thence S 02 degrees -07' E 261.1 feet to a nail and bottle top; thence S 38 degrees -42' W 243.9 feet to a nail and bottle top located within the right of way for Highway S-439; thence S 32 degrees - 40' W 248.5 feet to a nail and bottle top located in the center of the right of way for Highway S-439; thence S 25 degrees - 27' W 240.3 feet to an iron pin corner; thence N 86 degrees 32' W 249.9 feet to an iron pin corner; thence S 86 degrees-19' W 593.3

feet to an iron pin corner; thence S 09 degrees - 16' W 241.6 feet to an iron pin corner; thence N 78 degrees - 56' W 673.4 feet to an iron pin corner; thence N 05 degrees - 25' W 398.7 feet to an iron pin corner; thence N 09 degrees - 32' E 798.4 feet to an iron pin corner; thence N 23 degrees - 02' W 365.0 feet to an iron pin corner; thence N 75 degrees - 09' E 132.3 feet to an iron pin corner; thence N 24 degrees - 28' E 796.4 feet to the POINT OF BEGINNING. Said tract of land is bounded on the North by the right of way for U.S. Highway 76 and 123, on the East by lands of various owners, on the South by lands now or formerly of Clemson University and U.S. Government Hartwell Reservoir and on the West by lands now or formerly of U.S. Government Hartwell Reservoir and Delta Corporation.

LESS AND EXCEPT all that certain piece, parcel or tract of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by deed dated December 22, 2003, and recorded on December 31, 2003, in the Office of the Register of Deeds of Oconee County, South Carolina in Book 1302, page 345.

LESS AND EXCEPT all that certain piece, parcel or tract of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by deed dated March 4, 1996 and recorded on April 10, 1996 in the Office of the Register of Deeds of Oconee County, South Carolina in Book 857, page 305.

BEING commonly referred to as 2501 Davis Creek Road, Seneca, Oconee County, South Carolina and as Tax Map/Parcel Numbers 226-00-04-006 and 226-00-04-020.

**(Tract 4 added in by the Third Amended Park Agreement dated August 16, 2010)**

#### **TRACT 4**

U.S. Engine Valve Corporation

All that certain piece, parcel or tract of land situate, lying and being in Richland School District, Seneca, Oconee County, South Carolina. Containing One Hundred Twenty-Eight and 96/100 (128.96) acres, more or less, and being more fully described by plat prepared by Wayne R. Garland, RLS, dated December 3, 1987, recorded in Plat Book A16, page 1, records of the Clerk of Court for Oconee County, South Carolina. For a more complete description, please see recorded Plat.

**(Tract 5 added in by the Fourth Amended Park Agreement executed by Oconee County on December 7, 2010 and Pickens County on January 18, 2011)**

**TRACT 5**

Schneider Electric USA, Inc.  
1990 Sandifer Boulevard  
Seneca, South Carolina 29678

**PARCEL #1**

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee, on the north side of U.S. Highway 123, containing Fifty Four and Eighty Two One-Hundredths (54.82) acres, more or less, as shown and more fully described on a plat thereof entitled "Boundary Survey for Pattillo Construction Company" by Chester M. Smith, Jr., Surveyor, of Metro Engineering and Surveying Company, recorded in Plat Book P-45 at page 115, records of the Clerk of Court of Oconee County, South Carolina.

**PARCEL #2**

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee, on the north side of U.S. Highway 123, containing One and Four Hundred Ninety Nine One-Thousandths (1.499) acres, more or less, as shown and more fully described on a plat thereof entitled "Boundary Survey for Pattillo Construction Company" by Chester M. Smith, Jr., Surveyor, of Metro Engineering and Surveying Company recorded in Plat Book P-45 at page 115, records of the Clerk of Court of Oconee County, South Carolina.

**PARCEL #3**

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee, on the north side of U.S. Highway 123, containing Ten and Fifty One One-Hundredths (10.51) acres, more or less, as shown and more fully described on a plat thereof entitled "Boundary Survey for Pattillo Construction Company" by Chester M. Smith, Jr., Surveyor, of Metro Engineering and Surveying Company, recorded in Plat Book P-45 at page 115, records of the clerk of Court of Oconee County, South Carolina.

**PARCEL #4**

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee on the north side of U.S. Highway 123, containing Eleven and Five Hundred Sixty Five One-Hundredths (11.565) acres, more or less, as shown and more fully described on a plat thereof entitled "Boundary Survey for Pattillo

Construction Company” by Chester M. Smith, Jr., Surveyor, of Metro Engineering and Surveying Company, recorded in Plat Book P-45 at page 115, records of the Clerk of Court of Oconee County, South Carolina.

The above-referenced parcels is the identical property conveyed to Square D Company, a successor company to Schneider Electric USA Inc., by deed of Pattlillo Construction Company, Inc. recorded on October 24, 1985 in Deed Book 433 at page 228, records of Clerk of Court in and for Oconee County, South Carolina.

**(Tract 6 added in by the Fifth Amendment to Park Agreement executed by Oconee County on April 5, 2011 and Pickens County on June 6, 2011)**

**TRACT 6**

Altera Polymers LLC  
320 Shiloh Road  
Seneca, SC 29678

Town of Seneca, Oconee County South Carolina

All that certain tract or parcel of land lying and being near the Eastern Corporate Limits of the Town of Seneca, South Carolina and being more particularly described as follows:

Beginning at a point in the centerline of a railroad spur of Blue Ridge Railroad said point being located North 86 degrees 24 minutes 56 seconds East 1927.07 feet to a found nail in the centerline intersection of Shiloh Road and Goodard Avenue and runs thence from the point of beginning with the centerline of said railroad spur the following 7 courses and distances South 17 degrees 44 minutes 06 seconds West 64.97 feet to a point; thence South 07 degrees 28 minutes 04 seconds West 34.61 feet to a set mag nail; thence South 05 degrees 28 minutes 14 seconds West 66.40 feet to a set mag nail; thence South 10 degrees 06 minutes 58 seconds West 97.82 feet to a point; thence South 24 degrees 19 minutes 31 seconds West 100.54 feet to a point; thence South 38 degrees 29 minutes 30 seconds West 100.46 feet to a point; thence South 46 degrees 10 minutes 41 seconds West 46.48 feet to a set mag nail; thence South 34 degrees 24 minutes 02 seconds East 768.38 feet to a set iron rod; thence South 55 degrees 36 minutes 33 seconds West 866.57 feet to a set iron rod; thence North 34 degrees 23 minutes 27 seconds West 91.00 feet to a found concrete monument; thence North 36 degrees 39 minutes 54 seconds West 541.31 feet to a found iron pipe; thence North 37 degrees 17 minutes 54 seconds West 197.28 feet to a found concrete monument; thence South 63 degrees 37 minutes 55 seconds West 111.39 feet to a found iron rod; thence North 26 degrees 18 minutes 50 seconds West 330.00 feet to a found iron rod; thence South 63 degrees 41 minutes 10 seconds West 200.00 feet to a found concrete monument; thence North 26 degrees 19 minutes 52 seconds West 50.90 feet to a found iron rod; thence North 59 degrees 53 minutes 49 seconds East 228.69 feet to a found concrete monument; thence North 39 degrees 02

minutes 25 seconds West 509.89 feet to a found iron rod; thence North 39 degrees 34 minutes 28 seconds 90.92 to a found mag nail; thence South 77 degrees 58 minutes 25 seconds West 301.80 feet to a found nail; thence North 26 degrees 42 minutes West 85.70 feet to a found nail in the centerline intersection of Shiloh Road and Goodard Avenue; thence with the center of Shiloh Road North 68 degrees 34 minutes 53 seconds East 287.91 feet to a found nail; thence North 68 degrees 50 minutes 53 seconds 50.17 feet to a found nail in the centerline intersection of Shiloh Road and Providence Ridge Road; thence North 68 degrees 17 minutes 49 seconds East 194.00 feet to a nail; thence North 70 degrees 00 minutes 20 seconds East 81.28 feet to a found nail; thence North 79 degrees 53 minutes 29 seconds East 315.00 feet to a found mag nail; thence North 89 degrees 22 minutes 55 seconds East 486.22 feet; thence North 87 degrees 12 minutes 07 seconds East 85.60 feet to a found mag nail; thence South 12 degrees 01 minutes 05 seconds East 61.28 feet to a found mag nail; thence South 12 degrees 01 minutes 35 seconds East 200.00 feet to a found iron pipe; thence North 77 degrees 58 minutes 25 seconds East 424.94 feet to the point of the beginning, containing 41.97 acres more or less.

Bearings based on Plat recorded in office of the Clerk of Court, Oconee County, SC in Plat Book P-29, page 75.

**(Tract 7 added in by the Seventh Amendment to Park Agreement executed by Oconee County on February 7, 2012 and Pickens County on February 6, 2012)**

**TRACT 7  
BASF Corporation  
554 Engelhard Drive  
Seneca, South Carolina**

This being the same property acquired by Engelhard Corporation (now known as BASF Corporation) by deed recorded in Deed Book 422 at page 217 and shown on the sketch attached hereto.

All that certain piece, parcel or tract of land situate, lying and being in Reedy Fork School District, Oconee County, South Carolina containing 93.00 acres as shown on plat of Michael L. Henderson, RLS dated May 27, 1985, and recorded in Plat Book P-51 at page 80.

**(Tract 8 added in by the Eighth Amendment to Park Agreement executed by  
Oconee County on \_\_\_\_\_, 2013 and Pickens County on \_\_\_\_\_, 2013**

**TRACT 8  
AID Company, LLC**

**EXHIBIT B  
LAND DESCRIPTION  
PICKENS COUNTY**

**(Tract 1 and Tract 2 added in by the Sixth Amendment to Park Agreement executed by Oconee County on November 1, 2011 and Pickens County on November 7, 2011)**

**Tract 1  
VCI-SC, Inc.  
2932 Farris Bridge Road  
Easley, South Carolina 29640**

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Pickens being shown as 22.91 Acres, Tracts 8, 10 & 11, according to plat prepared by Freeland & Associates Surveyor, recorded November 7, 1985 in Plat Book 27, at page 950 in the RMC Office for Pickens County, South Carolina, references to said plat being hereby made for a more complete metes and bounds description thereof.

**LESS AND EXCEPT:** All that certain piece, parcel or lot of land in the State of South Carolina, County of Pickens, located 7 miles East of Pickens, containing 4.80 acres, more or less, as shown on survey of Van T. Cribb, dated July 1, 1991, reference to which is hereby made for a more complete and accurate description and being thereon more fully described as follows:

Beginning at a point on edge of 50' right of way for county road at the northern corner of the herein described property; thence along right of way S11-18-28E 33.79 feet; thence S16-55-30E 55.58 feet; S30-56-31E 167.22 feet; S45-50-16E 65.64 feet; thence leaving right of way S45-35-05E 56.39 feet to line of land n/f of John C. and J.P. Carey; thence along said property line S59-24-26W 630 feet to an iron pin; thence along line of land n/f of Oakknoll Properties N 22-25-34W 285.67 feet; thence N 19-54-33 W 75.47 feet; thence along line of land n/f of Sitton N 57-34-27 E 555.30 feet to the point of Beginning.

**AND ALSO, LESS AND EXCEPT,** a right of way for ingress, egress and roadway purposes over the existing fifty foot (50') strip leading from S.C. Highway 183 in a southeasterly direction as shown on the survey of Van T. Cribb dated July 1, 1991 and the terms and conditions of said right of way as set forth in deed recorded in Deed Book 149 at Page 204.

This being a portion of the property conveyed to Ronald J. McCracken by deed from Ervin Hendricks, dated 07-8-88 and recorded in Deed Book 40 at page 217, in the Register of Deeds Office for Pickens County, South Carolina.



**Tract 2**  
**KP Components Inc.**  
**117 Sheriff Mill Road**  
**Easley, South Carolina 29642**

Parcel 1

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Pickens, located on the northwestern side of Sheriff Mill Road, shown to contain 3.631 acres according to plat of boundary survey prepared for "Wachovia Bank, N.A., Trustee", by Landrith Surveying, Inc., dated 1-11-01 and according to said plat, being more particularly described as having the following measurements and boundaries, to-wit:

Beginning at the southernmost point of the herein described tract, on the northwestern side of Sheriff Mill Road, common corner of the herein described tract and other property of the Grantor; thence running along the common line of the herein described tract and other property of the Grantor herein N30-55-00W 984.91 feet to a point; thence continue N76-44-08W 565.67 feet to a point; thence running N25-31-27E 102.33 feet to a point; thence running N89-57-00E 84.45 feet to a point; continuing S73-23-00E 105.00 feet to a point; thence continuing S61-03-00E 119.88 feet to a point; thence continuing S82-18-00E 199.81 feet to a point; thence continuing S76-33-00E 84.91 feet to a point; thence running along the common line of the herein described tract and property now or formerly Gladys L. Addington S30-55-00E 1019.88 feet to a point on the northwestern side of Sheriff Mill Road; thence running along the northwestern side of Sheriff Mill Road S 54-55-00W 100.27 feet to the point of Beginning.

Parcel 2

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Pickens, located on the northeast side of S.C. Highway #8 (Pelzer Highway) shown to contain 5.818 acres (including any and all rights of ways), as shown on a plat of boundary survey for "Wachovia Bank, N.A., Trustee" prepared by Landrith Surveying, Inc. dated 1-11-01, and according to said plat, being more particularly described as having the following measurements and boundaries, to-wit:

Beginning at the southernmost point of the herein described tract, which point is in the approximate center line of S.C. Highway #8 (Pelzer Highway), common corner of the herein described tract and other property of the Grantee herein; thence running along the approximate center line of S.C. Highway #8 (Pelzer Highway) N37-52-05W 516.64 feet to a point; thence leaving said Highway and running along the common line of the herein described property and other property of the Grantor herein N53-23-13E 888.10 feet to a point; thence running S76-44-08E 47.96 feet to a point; thence running along the common line of the herein described tract and other property of the Grantee herein S25-31-27W 1026.72 feet to the point of Beginning.

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** March 19, 2013  
**COUNCIL MEETING TIME:** 6:00 PM

**ITEM TITLE [Brief Statement]:**

First Reading [in title only] Ordinance 2013-07 "AN ORDINANCE AUTHORIZING THE TRANSFER AND CONVEYANCE OF CERTAIN REAL PROPERTY; AND OTHER MATTERS RELATED THERETO"

**BACKGROUND DESCRIPTION:**

This ordinance is dealing with the conveyance of land from the Golden Corner Commerce Park to the Pioneer Rural Water District. In March of 2012, the County Council unanimously approved the inclusion of Pioneer's request for property at the Golden Corner Commerce Park for the potential location of a new water treatment facility. Council approved the offer of up to 25 acres to be offered to Pioneer at a minimum cost of \$132,000, as this is the value according to the most recent appraisal.

**SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:**

N/A

**FINANCIAL IMPACT [Brief Statement]:**

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

**Approved by:** Finance

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS**

Are Matching Funds Available: Yes / **No**  
If yes, who is matching and how much:

**Approved by:** Grants

**ATTACHMENTS**

---A recently completed survey depicting the acreage proposed for the transfer of land.

**STAFF RECOMMENDATION [Brief Statement]:**

Approve Ordinance 2013-07 on first reading in title only.

**Submitted or Prepared By:**



**Department Head/Elected Official**

**Approved for Submittal to Council:**



**T. Scott Moulder, County Administrator**

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

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



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: March 19, 2013  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE [Brief Statement]:**

First Reading **ORDINANCE 2013-08** "AN ORDINANCE TO AMEND SECTION 26-11, ENTITLED *IDENTIFY ROADS IN THE COUNTY ROAD SYSTEM*, OF DIVISION 1, ENTITLED *UNIFIED ROAD STANDARDS FOR THE UNINCORPORATED AREAS OF OCONEE COUNTY*, OF CHAPTER 26, ENTITLED *ROADS AND BRIDGES*, OF THE OCONEE COUNTY CODE OF ORDINANCES, AMEND THE OFFICIAL OCONEE COUNTY ROAD MAP INCORPORATED THEREIN; AND OTHER MATTERS RELATED THERETO."

**BACKGROUND DESCRIPTION:**

Section 26-11 of the Oconee County Code of Ordinances; the "Code," needs to be updated to reflect the current form of government and to utilize existing available technology. The changes to the ordinance assign the Geographic Information Department, "GIS," the responsibility of maintaining the map (instead of the Supervisor); County Council approves adding or deleting roads from County maintenance (which is consistent other sections of the Code); and County roads annexed by Cities become City maintenance responsibilities (which was added just to clarify responsibilities).

**SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:**

The Transportation Committee was presented a draft of the **ORDINANCE 2013-08** at the February 26, 2013, meeting.

**FINANCIAL IMPACT [Brief Statement]:**

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

Approved by : \_\_\_\_\_ Finance

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

NOT APPLICABLE

Approved by: \_\_\_\_\_ Grants

**ATTACHMENTS**

**ORDINANCE 2013-08** & Section 26-11 of the Oconee County Code of Ordinances (Existing Ordinance)

**STAFF RECOMMENDATION [Brief Statement]:**

Approve **ORDINANCE 2013-08** on First Reading.

Submitted or Prepared By:

Macl Kelly, County Engineer  
Department Head/Elected Official

Approved for Submittal to Council:

  
T. Scott Moulder, County Administrator

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
ORDINANCE 2013-08**

**AN ORDINANCE TO AMEND SECTION 26-11, ENTITLED *IDENTIFY ROADS IN THE COUNTY ROAD SYSTEM*, OF DIVISION 1, ENTITLED *UNIFIED ROAD STANDARDS FOR THE UNINCORPORATED AREAS OF OCONEE COUNTY*, OF CHAPTER 26, ENTITLED *ROADS AND BRIDGES*, OF THE OCONEE COUNTY CODE OF ORDINANCES; AMEND THE OFFICIAL OCONEE COUNTY ROAD MAP INCORPORATED THEREIN; AND OTHER MATTERS RELATED THERETO.**

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

**WHEREAS**, in accordance with Section 57-17-10 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), the governing body of a county shall have control and supervision of all roads designated county roads contained therein; and

**WHEREAS**, Section 26-6, entitled *Acceptance Of Roads Into County Road System*, of the Code of Ordinances, contains provisions, procedures, and standards for any road intended for future acceptance into the official County road system (the "County Road System"); and

**WHEREAS**, Section 26-11, entitled *Identify Roads In The County Road System*, of Division 1, entitled *Unified Road Standards For The Unincorporated Areas Of Oconee County*, of Chapter 26, entitled *Roads And Bridges*, of the Code of Ordinances, contains terms, provisions, procedures for identifying which roads in the County are County roads, and the County map (the "County Map") applicable to identifying such roads in the County Road System; and

**WHEREAS**, from time to time, provisions of the Code of Ordinances need to be amended, to update such provisions, to clarify guidelines and procedures and rules applicable to County government, to keep the Code of Ordinances in concert and accord with State and County law and regulations and to meet the changing needs of the County; and

**WHEREAS**, there is a need to amend the procedures, County Map, and law of the County, to keep the Code of Ordinances in concert and accord with State and County law and regulations and to meet the changing needs of the County, with regard to the County Road System; and

**WHEREAS**, there is a need to amend, specifically, Section 26-11, entitled *Identify Roads In The County Road System*, of Division 1, entitled *Unified Road Standards For The Unincorporated Areas Of Oconee County*, of Chapter 26, entitled *Roads And Bridges*, of the Code of Ordinances, and the County Map incorporated therein, to reflect current policies and procedures of the County with regard to the County Road System:

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

1. The statements of fact and policy from the preamble of this ordinance are hereby adopted, as findings of fact, by the County Council, in their entirety, and are hereby adopted by reference, as part of the ordaining language of this ordinance as fully as if set forth verbatim herein.
2. The entire content of the current Section 26-11, entitled *Identify Roads In The County Road System*, of Division 1, entitled *Unified Road Standards For The Unincorporated Areas Of Oconee County*, of Chapter 26, entitled *Roads And Bridges*, of the Code of Ordinances, is hereby revoked, stricken, rewritten, and replaced in its entirety with the rewritten Section 26-11 set forth in **Exhibit A**, which is hereby incorporated herein as fully as if set forth verbatim, herein.
3. The County Map previously adopted by Section 26-11, entitled *Identify Roads In The County Road System*, of Division 1, entitled *Unified Road Standards For The Unincorporated Areas Of Oconee County*, of Chapter 26, entitled *Roads And Bridges*, of the Code of Ordinances, is hereby revoked, stricken, rewritten and redrawn, and replaced in its entirety with the rewritten and redrawn County Map as set forth in **Exhibit B**, which is hereby incorporated herein as fully as if set forth verbatim, herein.
4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
5. All ordinances, orders, resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in **Exhibit A** or **Exhibit B** hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior County acts, actions, or decisions of the County or the County Council, in any regard, except as explicitly and specifically stated herein.
6. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force and effect.

7. This Ordinance shall take effect and be in full force and effect from and after the third reading and the public hearing and enactment by the County Council in accordance with the Code of Ordinances.

Ordained in meeting, duly assembled, this \_\_\_ day of \_\_\_\_\_, 2013.

**ATTEST:**

\_\_\_\_\_  
Elizabeth Hulse,  
Clerk to Oconee County Council

\_\_\_\_\_  
Joel Thrift,  
Chairman, Oconee County Council

First Reading:        March 19, 2013  
Second Reading:     \_\_\_\_\_  
Public Hearing:        \_\_\_\_\_  
Third Reading:        \_\_\_\_\_

## EXHIBIT A

[Place the revised text of Section 26-11 here.]

### **Sec. 26-11. - Identify Roads In The County Road System.**

(a) *Purpose.* The purpose of this Section is to establish the criteria, method and means of identification of all roads making up and comprising the Oconee County (the "County") road and highway system (the "County Road System") and to discontinue from the County Road System those streets, roads and highways found by the County to be useless and unnecessary for the convenience and necessity of the general public. Nothing herein shall be deemed to amend, alter, or revoke, in any regard Section 26-6 of the Oconee County Code of Ordinances (the "Code of Ordinances"), relating to the acceptance of roads into the County Road System, nor any other Section of Chapter 26 of the Code of Ordinances, except as explicitly addressed herein.

(b) *Oconee County road map.* The County department that currently maintains the Geographic Information System (the "GIS") of the County shall maintain in its office a map of the County and such other records as may be deemed necessary or convenient showing the location and number of each roadway within the County which is a part of the County Road System (the "County Map"). On the direction of the Oconee County Council, in accordance with policy established by the Oconee County Council and actions of the Oconee County Council, the Public Works Director shall request the County department that maintains the GIS to make such additions and deletions of road and highway sections upon such County Map, as may be necessary to keep such County Map current as conclusive evidence of the existence of a County road or highway. The Public Works Director shall review such additions and deletions of road and highway sections, made through the GIS, to such County Map for accuracy and shall inform the County Administrator that such County Map has been updated appropriately. At such time, the County Administrator shall inform the County Council that such County Map has been updated as directed by County Council. Where practical, written rights-of-way shall be obtained on roads and highways maintained by the County. Provided, however, recognizing that many roadways presently a part of the County Road System have been acquired by prescriptive right or use, written easements or deeds of right-of-way shall not be necessary to conclusively establish the existence of a County road. All newly-constructed County roads, including subdivision roads, shall become a part of the County Road System only in accordance with Section 26-6, hereof, and only when granted by written instrument, either by deed or dedication on plats of subdivisions duly filed in the office of the Clerk of Court which are formally accepted by the Administrator of the County, pursuant to policy established by the Oconee County Council.

Notwithstanding any other provision of this Section, it shall not be necessary to notify the Oconee County Council when merely the name of an existing County road or highway section, which is currently included in the County Road System, as evidenced by the inclusion of the road or highway section in the County Map, is changed on the County Map in accordance with existing County policy and procedures, to keep such County Map current.



(c) *Findings of fact.* The Oconee County Council, by this Section, declares the following findings of fact:

- (1) An attempt has been made and will continue to be made to identify all roadways located in the County which are useful and necessary for the traveling public and have been designated and treated by the County as County roads; and
- (2) Such roadways have been maintained by the County since at least January 1, 1981 or have been dedicated to and accepted by the County in accordance with then-current County policies as County roads; and
- (3) There exist many roadways which were formerly maintained by the County, upon which maintenance is no longer required by reason of disuse or which were maintained by the County under circumstances possibly contrary to the statutory law of this state, none of which have ever been accepted by the County as County roads or designated as such in accordance with then-current County policies.

(d) *Official roads; discontinuance of all other roads as Oconee County roads.* Based upon the continuing findings of fact of the Oconee County Council set out by subsection (c) hereof, the official road and highway system of Oconee County shall include only the following roads as Oconee County roads:

- (1) Those unpaved roads or highways continuously maintained by County equipment as duly authorized by the Administrator (or his/her predecessor) of the County since January 1, 1981, and thereafter, and treated as and called County roads; and
- (2) Those roadways, streets or highways accepted into the County Road System since January 1, 1981, by reason of and in accordance with the provisions of the Code of Ordinances pertaining to non-subdivision roads, including newly-constructed roads, and subdivision roads; and
- (3) All paved or asphalted roads running in and through the County other than roads and highways of the state and federal highway systems, and roads designated on the County records as "private roads", upon receipt of evidence satisfactory to the County Administrator and Public Works Director that such road(s) are, in fact, public roads of the County, including, without limitation, through proof of dedication to public use and acceptance by the County, or by proof of continuous use and maintenance as public roads by the County for the period of time as statutorily required by Section 15-67-210, *et. seq.*, of the Code of Laws of South Carolina, 1976, or successor legislation, as amended, to establish adverse possession, or other good and sufficient proof; provided, however, any portion of a paved road which has been barricaded or blocked because of the construction of Lakes Keowee, Hartwell or Jocassee shall not be considered part of the County Road System from the point of the blockade and shall not be maintained by the County. Upon the identification of any such "orphaned" sections of roads which were previously County roads, actions shall be initiated by the County pursuant to Section 57-9-10, *et. seq.*, of the Code of Laws of South Carolina, 1976, as amended, to make such

orphaned parts be judicially closed and abandoned and title thereto vested as dedicated by the courts.

Notwithstanding any other provision of this Section and upon recommendation of the Administrator or the Oconee County Council, on a case-by-case, specific basis, and only for good and sufficient cause shown, of record, any other road may be declared by the Oconee County Council to be a part of the County Road System.

No other roads are part of the County Road System, nor shall they be part of the County Road System without dedication to public use and acceptance by the County in strict accord with the Code of Ordinances. Only roads that are part of the County Road System in accordance with this Section shall be reflected on the County Map as County roads.

*(e) Status of abandoned state highways and roads within municipalities.* Notwithstanding the provisions of Section 57-5-120 of the Code of Laws of South Carolina, 1976, as amended, any section of the state highway system so abandoned outside the limits of any municipality located in the County shall not become a part of the County Road System unless specifically accepted by the County as a County road or highway and the abandonment of such road or highway by the state of South Carolina shall be prima facie evidence that the same is useless and not necessary or convenient for use by the public of the County. By appropriate action, however, the County may accept and incorporate any such abandoned roadway into its County Road System, at the Oconee County Council's sole discretion, and in accordance with this Chapter.

In the event a County municipality's boundaries are expanded, through annexation or other such action, and such expanded boundaries then encompass or include any part of a road that has previously been maintained by the County and incorporated as a County road into the County Road System, as evidenced by such road's inclusion in the County Map, the municipality whose expanded boundaries then encompass such road portion shall be solely and exclusively responsible for all maintenance, of whatever kind, of such road portion in accordance with Section 5-27-110 *et. seq.*, of the Code of Laws of South Carolina, 1976, as amended. Such road portion, only (not the remainder of the road which is not annexed), shall be removed from the County Road System and the County Map, in accordance with the guidelines and procedures set forth in this Chapter, and such road portion shall henceforth be a road of that municipality and shall no longer be a County road.

**EXHIBIT B**

[Place Official Map here.]

**Sec. 26-11. - Identify roads in the county road system.** 

(a)

*Purpose.* The purpose of this section is to establish the criteria, method and means of identification of all roads making up and comprising the Oconee County Road System and to discontinue from the county's road system those streets, roads and highways found by the county to be useless and unnecessary for the convenience and necessity of the general public. Nothing herein shall be deemed to amend Ordinance 82-7, relating to the acceptance of newly-constructed roads into the road system of the county, nor Ordinance 82-14 entitled "Ordinance Establishing Acceptance of Roads in Subdivisions", and relating to the acceptance of roads running in subdivisions located within the county.

(b)

*Oconee County road map.* The administrator of Oconee County shall maintain in his office a map of the county and such other records as may be deemed necessary or convenient showing the location and number of each roadway within the county which is a part of the county road and highway system. He shall, as to policy established by Oconee County Council, make such additions and deletions upon such map as may be necessary to keep the map current as evidence of the existence of a county road or highway. Where practical, written rights-of-way shall be obtained on roads and highways maintained by the county. Provided, however, recognizing that many roadways presently a part of the county road systems have been acquired by prescriptive right or use, written easements or deeds of right-of-way shall not be necessary to conclusively establish the existence of a county road. All newly-constructed county roads, including subdivision roads, shall become a part of the county road and highway system only when granted by written instrument, either by deed or dedication on plats of subdivisions duly filed in the office of the clerk of court which are formally accepted by the administrator of Oconee County.

(c)

*Findings of fact.* Oconee County Council, by this section, declares the following findings of fact:

(1)

That an attempt has and will continue to be made to identify all roadways located in Oconee County which are useful and necessary for the traveling public;

(2)

Such roadways have been maintained by Oconee County since January 1, 1981.

(3)

That there exist many roadways which were formerly maintained by the county, upon which maintenance is no longer required by reason of disuse or

which were maintained by the county under circumstances contrary to the statutory law of this state.

(d)

*Official roads; discontinuance of all other roads.* Based upon the continuing findings of fact of this council set out by subsection (c) hereof, the road and highway system of Oconee County shall include only the following roads:

(1)

Those unpaved roads or highways maintained by county equipment as duly authorized by the administrator since January 1, 1981, and thereafter, or

(2)

Those roadways, streets or highways accepted into the road system since January 1, 1981, by reason of the provisions of the Ordinance of Oconee County pertaining to non-subdivision roads including newly-constructed roads and subdivision roads.

(3)

All paved or asphalted roads running in and through the county other than roads and highways of the state and federal highway systems; provided, however, any portion of a paved road which has been barricaded or blocked because of the construction of Lakes Keowee, Hartwell or Jocassee shall not be considered part of the county road system from the point of the blockade and shall not be maintained by the county.

Notwithstanding any other provision of this section and upon recommendation of the administrator and/or county council, on a case-by-case, specific basis, any road which has not been maintained since January 1, 1981, and which has not been accepted by Oconee County under present ordinances pertaining to non-subdivision roads including newly-constructed roads and subdivision roads, may be declared by Oconee County to be a part of its road system.

(e)

*Status of abandoned state highways.* Notwithstanding the provisions of § 57-5-120 of the Code of Laws of South Carolina (1976), as amended, any section of the state highway system so abandoned outside the limits of any municipality located in Oconee County shall not become a part of the Oconee County Road System unless specifically accepted by the county as a county road or highway and the abandonment of such road or highway by the State of South Carolina shall be prima facie evidence that the same is useless and not necessary or convenient for use by the public of Oconee County. By appropriate action, however, Oconee County may accept and incorporate any such abandoned roadway into its road system.

(Ord. No. 83-7, §§ I—V, 8-16-1983)

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
PROCLAMATION P2013-01**

**A PROCLAMATION DECLARING MAY 2013  
AS FOSTER CARE AWARENESS MONTH IN OCONEE COUNTY**

**WHEREAS**, the South Carolina Youth Advocate Program [SCYAP], Resource Family Program, is a private not for profit organization providing services to children and families in partnership with the South Carolina Department of Social Services, and

**WHEREAS**, SCYAP partners with the South Carolina Foster Parents Association to recruit new resource foster families as well as providing on-going training for all resource foster families, and

**WHEREAS**, there is an urgent need for loving, caring individuals who see the needs of children in their community, have the passion to respond to that need, and are committed to making life better for those children, and

**WHEREAS**, currently there are nearly 1,000 children in DSS foster care across ten upstate counties and less than 500 licensed resource foster homes in those same ten counties, and

**WHEREAS**, the goal of SCYAP is to increase the number of resource foster families in the upstate and support children in need of temporary out of home placement, until they can be returned to their birth families.

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, by Oconee County Council in meeting duly assembled, that Oconee County hereby recognizes May 2013 as Foster Care Awareness Month.

**APPROVED AND ADOPTED** this 19<sup>th</sup> day of March, 2013.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Joel Thrift, Chairman of County Council  
Oconee County, South Carolina

Attest: \_\_\_\_\_  
Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina



# Oconee County Planning Department

415 S. Pine Street, Walhalla, SC 29691

Telephone: 864-638-4218  
Fax: 864-638-4168

Date: February 25, 2013

To: Chairman Joel Thrift, County Council

From: Chairman David Lyle, Planning Commission

Re: Recommendation regarding the designation of Sheep Farm Road as a County Scenic Highway

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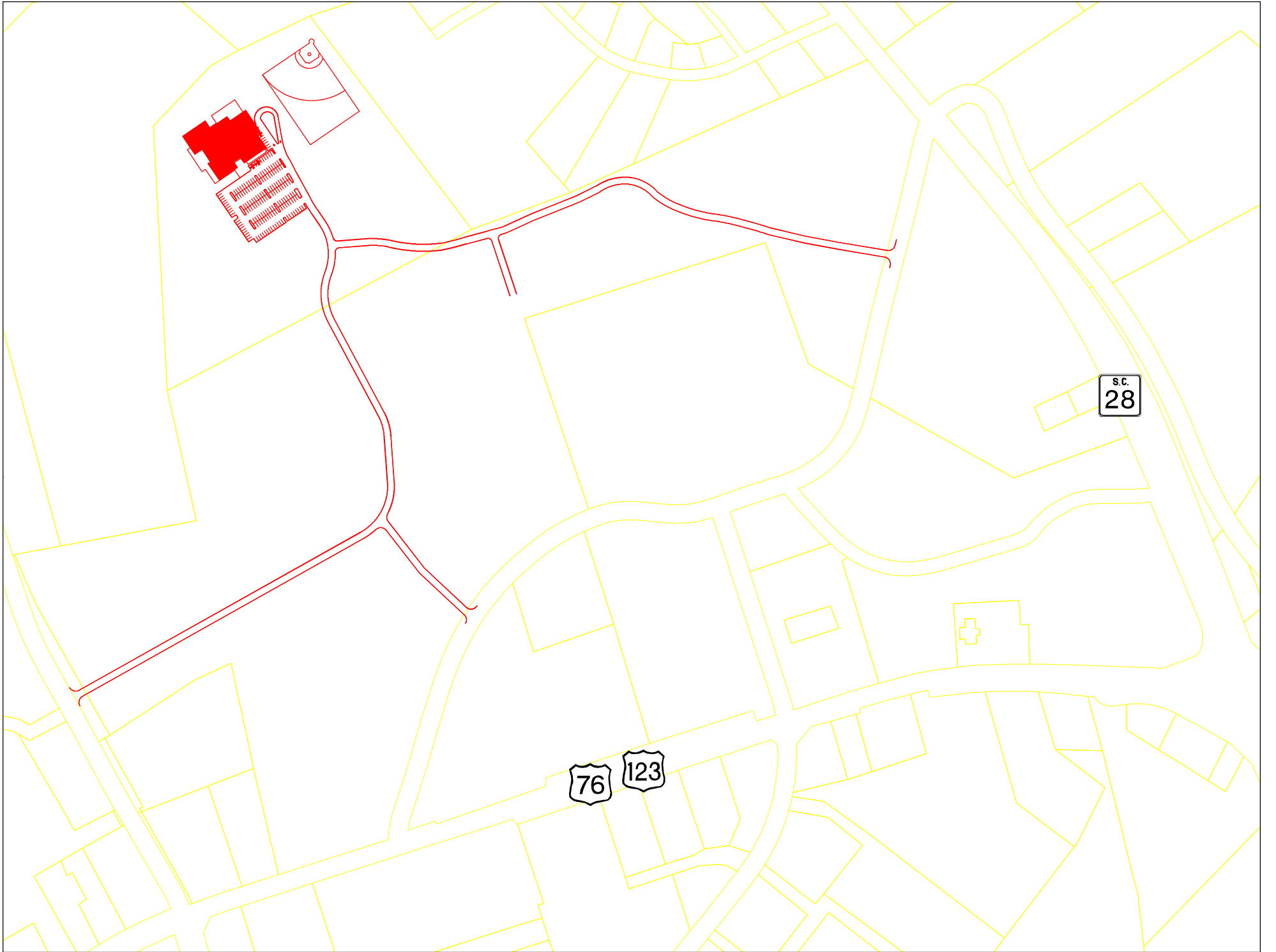
The Planning Commission held a meeting on Monday, January 7, 2013 to review the recommendation (per 26-153.a) of the Scenic Highway Committee to designate Sheep Farm Road as a County Scenic Highway. The Planning Commission voted unanimously to direct staff to mail public input cards to adjacent property owners.

On Monday, February 25, 2013 the Planning Commission held a meeting to consider, among other items, the public input received from those property owners adjacent to Sheep Farm Road.

After due consideration, the Planning Commission voted unanimously, to recommend that Sheep Farm Road not be designated as a County Scenic Highway.

Respectfully,

Josh Stephens





# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: March 19, 2013

## ITEM TITLE:

Procurement #: ITB 12-11 Title: Road Striping Department(s): Roads and Bridges Amount: \$231,242.09

## FINANCIAL IMPACT:



Procurement was approved by Council in Fiscal Year 12-13 budget process.



MULTI-TERM CONTRACTS: Term length: 1 Original and 4 renewals

Requesting authorization for Administrator to renew agreements through contract term:  Yes  No

Finance Approval: Maria H. Hall

## BACKGROUND DESCRIPTION:

On February 26, 2013, formal sealed bids were opened for this project. Eleven companies were notified of this bid opportunity and five companies submitted bids, with Peek Pavement Markings, LLC of Columbus, GA submitting the lowest bid of \$231,242.09. The bid was for unit cost to establish a term contract for striping along County roadways. The specifications for the striping project, including paint and work, are to follow South Carolina Department of Transportation Specifications.

## SPECIAL CONSIDERATIONS OR CONCERNS:

## ATTACHMENT(S):

Bid Tab

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the award of ITB 12-11 to Peek Pavement Marking, LLC, of Columbus, GA, for \$231,242.09.

Staff also recommends that the County Administrator be authorized to renew this bid for an additional four years, as long as the amount does not exceed the amount budgeted for Road Striping.

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

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

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

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

Budget Code 313-803-50891-00000

I hereby certify that to the best of my knowledge the tabular data of bids is correct

*Robyn Courtright*  
Procurement Director

| Bidders    |                 | A & A Safety   | Dura-Mark       |                   | Interstate Road Mgmt. |                   | Peak Pavement Marking |                   | Roadmark   |                   |       |                   |
|------------|-----------------|--|-----------------|-------------------|-----------------------|-------------------|-----------------------|-------------------|------------|-------------------|-------|-------------------|
| Address    |                 | Vaneta, OH   | Summerville, SC |                   | Hazleton, PA          |                   | Columbus, GA          |                   | Durham, NC |                   |       |                   |
| Approx Qty | Unit of Measure | Description  | Unit Price      | Extended Price    | Unit Price            | Extended Price    | Unit Price            | Extended Price    | Unit Price | Extended Price    |       |                   |
| 713,784    | Linear Foot     | 4" Solid Yellow Lines (Pavement Center Lines) Thermoplastic Striping             | 0.413           | 294,421.44        | 0.290                 | 206,127.36        | 0.340                 | 241,669.56        | 0.265      | 188,567.76        | 0.370 | 262,500.30        |
| 816,580    | Linear Foot     | 4" Solid Yellow Lines (Pavement Center Lines) Fast Dry Waterborne Paint Striping | 0.113           | 89,224.90         | 0.043                 | 35,113.37         | 0.056                 | 46,178.81         | 0.050      | 40,829.50         | 0.066 | 53,894.84         |
| 1,000      | Linear Foot     | 4" Solid White Lines (Pavement Marking) Fast Dry Waterborne Paint Striping       | 0.220           | 220.00            | 1.000                 | 1,000.00          | 3.058                 | 59.88             | 0.100      | 100.00            | 0.088 | 88.00             |
| 75,183     | Linear Foot     | Layout of Roads that do NOT have existing striping                               | 0.100           | 7,518.30          | 0.340                 | 25,722.72         | 0.120                 | 9,303.16          | 0.325      | 2,454.53          | 0.044 | 3,440.88          |
|            |                 | Sub-Total  |                 | 389,285.64        |                       | 245,358.45        |                       | 290,287.53        |            | 231,242.09        |       | 320,391.51        |
|            |                 | Sales Tax  |                 | 10,364.23         |                       | 12,298.42         |                       | 14,934.38         |            | 11,562.10         |       | 16,019.58         |
|            |                 | <b>Grand Total</b>   |                 | <b>409,749.92</b> |                       | <b>257,656.87</b> |                       | <b>314,251.91</b> |            | <b>242,804.19</b> |       | <b>336,411.09</b> |

Attended Bid Opening: Robyn Courtright and Sharon Adams

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: March 19, 2013  
COUNCIL MEETING TIME: 6:00 PM

**ITEM TITLE OR DESCRIPTION:**

Local ATAX grant request for February 2013 cycle. The attached requests were approved and recommended by the PRT Commission on 02/28/13.

**BACKGROUND OR HISTORY:**

A portion of Local and State ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. All ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission and approved by County Council. All ATAX grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the PRT staff until the grant is considered complete.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Please see attached spreadsheet for breakdown of ATAX request and recommendations

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No (review #2001-15 on Procurement's website)  
If no, explain briefly: NO-ATAX grants

**STAFF RECOMMENDATION:**

Approval of ATAX grant request per the attached spreadsheet.

**FINANCIAL IMPACT:**

Local ATAX balance = \$87,041

State ATAX balance = \$40,557

See spreadsheet for grant recommendations. If all grants are approved, new balances will be:

Local ATAX = \$57,041

State ATAX = \$40,557

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available? Yes

If yes, who is matching and how much: Each grant has different levels of matching from the applicant

**ATTACHMENTS**

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney

\_\_\_\_\_ Finance


\_\_\_\_\_ Grants

\_\_\_\_\_ Procurement

**Submitted or Prepared By:**

Phil Shirley, PRT Director  
Department Head/Elected Official

**Approved for Submittal to Council:**

  
Scott Moulder, County Administrator

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

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

**February 2013**

**Local/State ATAX Expenditures -Recommended**

|   |                 |  |                   | PRT                | State or |
|---|-----------------|--|-------------------|--------------------|----------|
|   | Funds           |  | Amount            | Commission         | Local    |
| Applicant                               | Request         | Project Description                        | Eligible for ATAX | Recommendation     | ATAX     |
| Historic Old Pickens Foundation         | \$2,000         | Computer, projector, screen, software      | \$700             | \$595.00           | Local    |
| Walhalla Civic Auditorium               | \$30,234        | Repair/Replace Roof                        | \$9,975           | \$8,478.75         | Local    |
| Walhalla Chamber of Commerce            | \$2,405         | Advertising Mayfest/Art of Living Festival | \$914.00          | \$776.90           | Local    |
| Walhalla Partners for Progress          | \$1,500         | Rehab Old St. Johns Meeting House          | \$1,500           | \$1,275.00         | Local    |
| West Union Fun in the Sun Fest          | \$2,500         | Advertising-Radio/Newspaper                | \$750             | \$637.50           | Local    |
| Blue Ridge Arts Council                 | \$2,340         | Advertising 23rd Annual Juried Art Show    | \$415             | \$352.75           | Local    |
| Oconee Heritage Center                  | \$1,604         | Brochures for OHC and General Store Museum | \$1,604           | \$1,363.40         | Local    |
| Upstate Heritage Quilt Trail            | \$3,598         | Advertising Carolina Field Trips Magazine  | \$3,598           | \$3,058.30         | Local    |
| Patriot's Hall Association              | \$3,125         | Billboard-Hwy 28                           | \$785             | \$716.65           | Local    |
| Patriots Hall Association               | \$1,500         | Advertising Vet Fest                       | \$435             | \$369.75           | Local    |
| Bertha Lee Strickland Museum            | \$2,500         | Advertising Soul of America (FALL 2013)    | \$2,500           | \$0.00             | Local    |
| City of Seneca                          | \$6,950         | Advertising Seneca Fest                    | \$6,950           | \$5,907.50         | Local    |
| Collins Children's Home                 | \$3,000         | Advertising 1st annual Mud Run             | \$1,650           | \$1,402.50         | Local    |
| Westminster Chamber                     | \$750           | Advertising                                | \$750             | \$637.50           | Local    |
| South Carolina Apple Festival           | \$4,000         | Advertising Apple Festival                 | \$3,810           | \$3,238.50         | Local    |
| 9-11 Memorial                           | \$2,500         | 9-11 Memorial ( FALL 2013 GRANT CYCLE)     | \$2,500           | \$0.00             | Local    |
| Oconee PRT Internal                     | \$1,190         | Camping Brochures (10,000)                 | \$1,190           | \$1,190.00         | Local    |
| <b>Totals Spring 2013 Grant Request</b> | <b>\$71,696</b> |  | <b>\$40,026</b>   | <b>\$30,000.00</b> |          |

**\*\*NOTE-THE FALL 2013 GRANT DEADLINE IS AUGUST 15, 2013**



*FLORENCE COUNTY SHERIFF'S OFFICE*  
*Kenney Boone, Sheriff*

February 19, 2013

Chief Deputy Kevin Davis  
Oconee County Sheriff's Office  
414 South Pine Street  
Walthalla, SC 29691-2145

Re: Operation Strike Force 2013

Chief Davis,

I would like to thank you for allowing your officers to be a part of our 9<sup>th</sup> Annual "Operation Strike Force". The operations in the past have been very successful and we believe that this year will also be successful.

You will find enclosed two (2) mutual aid agreements: one for Florence County and one for Darlington County. Please have your Sheriff sign each agreement on the signature line above his name (marked with colored sticker) and have a witness sign on the witness line beside his name. Please return **BOTH** of the original agreements and a copy of the ratification/approval from your governing body to me no later than March 15<sup>th</sup>, 2013 (address below). **You may make a copy for your records, but I need the originals returned.**

It is important to remember that it is required by SC law that these agreements are approved by the governing body of each agency that enters into the agreement.

If you have any further questions, do not hesitate to contact me at the numbers listed below.

Mail Agreements to:  
Florence County Sheriff's Office  
Attention: Lt. Scott Brown  
6719 Friendfield Road  
Effingham, SC 29541  
Rel: Operation Strike Force

Respectfully,

A handwritten signature in black ink, appearing to read "Scott Brown".

Lt. Scott Brown  
Operation Supervisor  
Operation Strike Force 2013

Contact Numbers: Office: 843-665-2121 ext. 332 Cell: 843-495-0965

6719 Friendfield Road • Effingham, South Carolina 29541  
Sheriff (843) 665-2121 • Detention Center (843) 665-9944

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF DARLINGTON )  
\_\_\_\_\_ )

**Criminal Patrol Transfer  
Agreement**

This agreement is made and entered into this 14<sup>th</sup> day of February , 2013 by and between **Darlington County Sheriff's Office** and the **Oconee County Sheriff's Office**.

WHEREAS, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance in criminal patrol investigations by the temporary assignment of officers, deputies, and agents between jurisdictions to the fullest extent as is allowed by law;

WHEREAS, the parties as set out above, by and through their representatives affixing their signatures below, consent and agree to span the geopolitical boundaries to the fullest extent allowed under South Carolina law for the express purpose of criminal patrol and interdiction efforts and related crimes by this sharing of personnel and resources;

WHEREAS, South Carolina Code Ann. § 23-1-210 provides for the temporary transfer of law enforcement officers pursuant to written agreement;

WHEREAS, South Carolina Code Ann. § 23-1-215 provides for agreements between multiple law enforcement jurisdictions for the purpose of criminal investigation;

WHEREAS, Article VIII, Section 13 of the South Carolina Constitution authorizes counties and municipalities to provide by agreement for the joint administration of any function, the exercise of powers, and the sharing of the costs thereof; and

WHEREAS, **Darlington County Sheriff's Office** and **Oconee County Sheriff's Office** are each requesting assistance for investigation and the temporary transfer of deputies each from the other.

NOW THEREFORE, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. SCOPE OF SERVICES

It is agreed that each law enforcement agency parties shall assign, on a temporary basis, officers, deputies, and/or agents to assist the other jurisdiction in criminal patrol and interdiction efforts.

2. TERM AND RENEWAL

This agreement and subsequent amendments are effective as to each party at the date and time of signing and will automatically renew each year on the anniversary date and continue year to year and term to term unless a party exercises its right to terminate as further described in the original agreement.

3. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and statutes of this State, officers, deputies, and agents assigned under this agreement and so transferred shall be vested with authority, jurisdiction, rights, immunities, and privileges to include the authority to execute criminal process and the power of arrest as any other duly commissioned officer, deputy, or agent of the other party.

However, local ordinances adopted by a sending jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of the sending jurisdiction.

4. COSTS

Each party shall bear its own costs incurred in the performance of its obligations hereunder except as otherwise provided herein.

5. HOLD HARMLESS, INDEMNIFICATION, NO THIRD PARTY RIGHTS

It is agreed by and between the parties that each will hold each other harmless for any acts or omissions of their respective officers working or transferred pursuant to this agreement. The parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provision of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any party or entity not a party to this agreement.

6. INSURANCE

Each jurisdiction shall maintain its own insurance coverage for general liability, workers' compensation, and any other such coverage as may be required by law or deemed advisable by individual parties.

7. COMPENSATION, BOND, AND RELATED MATTERS

This agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county or the municipality where they are permanently employed, with the sending county or municipality being compensated for their services by the county or municipality to which they are transferred as further setout herein. The bond for any officers operating under this agreement shall include coverage for their activity in the county or municipality covered by this agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county or municipality.

8. REIMBURSEMENT AND ANCILLARY BENEFITS

The parties to this agreement hereby expressly agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind between the agencies involved to include the ancillary benefits of increased investigation and prosecution of crimes related to criminal patrol efforts in their respective jurisdictions. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.



9. TERMINATION AND RIGHT TO RESCIND

The agreement may be terminated at the discretion of the chief law enforcement officer by providing written notice to the other party. Any such rescission or termination will become effective upon receipt by the other parties.

10. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any notice, reporting, or approval requirements to their respective governing body as may be required under South Carolina law.

11. OFFICERS ASSIGNED AND AUTHORITY

Each party agrees to notify the other party, or their duly appointed representative, and seek assistance before commencing any criminal investigative action that relies upon the expanded or shared jurisdiction as contemplated under this agreement. This is in no way intended to limit an officer acting in his original jurisdiction.

12. ASSET FORFEITURE

The parties agree to divide the proceeds of any seizure and resultant asset forfeiture as provided by equity and law. Such division will be set out in a court order as prepared by the proper Circuit Solicitor and/or United States Attorney based upon the facts of the individual seizure.

13. SEVERABILITY

Should any part of this agreement be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.

14. AMENDMENTS AND BINDING SUCCESSORS IN OFFICE

This agreement may be amended by the written agreement of all parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF FLORENCE )  
\_\_\_\_\_ )

**Criminal Patrol Transfer  
Agreement**

This agreement is made and entered into this 14<sup>th</sup> day of February , 2013 by and between **Florence County Sheriff's Office** and the **Oconee County Sheriff's Office**.

WHEREAS, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance in criminal patrol investigations by the temporary assignment of officers, deputies, and agents between jurisdictions to the fullest extent as is allowed by law;

WHEREAS, the parties as set out above, by and through their representatives affixing their signatures below, consent and agree to span the geopolitical boundaries to the fullest extent allowed under South Carolina law for the express purpose of criminal patrol and interdiction efforts and related crimes by this sharing of personnel and resources;

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WHEREAS, Article VIII, Section 13 of the South Carolina Constitution authorizes counties and municipalities to provide by agreement for the joint administration of any function, the exercise of powers, and the sharing of the costs thereof; and

WHEREAS, **Florence County Sheriff's Office** and **Oconee County Sheriff's Office** are each requesting assistance for investigation and the temporary transfer of deputies each from the other.

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## NOTICE OF PUBLIC HEARING

There will be a public hearing on an ordinance with respect to the approval by Oconee County, South Carolina of a fee-in-lieu-of-tax agreement ("FILOT") and the granting certain infrastructure tax credits ("ITC"). The FILOT and ITC will be entered into by Oconee County with AID Company LLC. AID Company LLC's facility is located at 123 Commerce Way in Westminster, South Carolina. Said public hearing is to occur at a meeting of the Oconee County Council in the Administration Building, 415 South Pine Street, Walhalla, South Carolina on Tuesday, March 19, 2013 at 6:00 p.m.

OCONEE COUNTY, SOUTH CAROLINA

Joel Thrift  
Chairman of County Council

## NOTICE OF PUBLIC HEARING

There will be a public hearing on an ordinance with respect to the approval by Oconee County, South Carolina granting certain infrastructure tax credits. The infrastructure tax credits will be entered into by Oconee County with Technology Solutions of SC Inc. The Technology Solutions of SC Inc. facility is located in the City of Seneca at 528-F Bypass 123, Seneca, South Carolina 29678. Said public hearing is to occur at a meeting of the Oconee County Council in the Administration Building, 415 South Pine Street, Walhalla, South Carolina on Tuesday, March 19, 2013 at 6:00 p.m.

OCONEE COUNTY, SOUTH CAROLINA

Joel Thrift  
Chairman of County Council