



# Public Comment SIGN IN SHEET

May 17, 2016 ~ ~ ~ 6:00 PM

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

## PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	Jean Jennings	Big Center, Speciation etc.
2	William Miller	Zoning, including Sexually Oriented Businesses
3	DARNETT	PEOPLES VOICE
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Recipient: Oconee County Council

Letter: Greetings,

This is a petition created with a goal to resist the opening and operation of any and all potential adult entertainment establishments in Oconee County, SC. We are a community based on our strong faith, we are families and friends that care about one another. We are a community of people that want to see positive changes in our home town. We are not interested in and will not promote or stand behind businesses that will ultimately cause breakdown of our families and will increase the risks of drug abuse, drug usage, sexual assault, domestic abuse, divorce, and many other destructive behaviors that we do not allow in our own homes and will not allow in our home town. We love our community, we have pride in our home town and we will not stand in silence and let others destroy what we are trying to build for the future generations. We would like to propose tighter zoning restrictions in the attempt to increase the difficulty of opening a sexually oriented business in this county. Please agree with us that adult entertainment of any kind is not necessary and is unwanted in our county. We do not want those establishments operating in our towns.

# Signatures

<b>Name</b>	<b>Location</b>	<b>Date</b>
Kellie Miller	, United States	2016-04-29
Brandi Hudson	Walhalla, SC, United States	2016-04-29
Kyshia Blackwell	Seneca, SC, United States	2016-04-29
Kayla Sherman	Seneca, SC, United States	2016-04-29
Robert Pleger	Seneca, SC, United States	2016-04-29
Jody Smith	Seneca, SC, United States	2016-04-29
Linda Merck	Seneca, SC, United States	2016-04-29
April Kelly	Seneca, SC, United States	2016-04-29
Chris Kelly	Seneca, SC, United States	2016-04-29
Brian Mathis	Fair Play, SC, United States	2016-04-29
Melissa Gibson	Seneca, SC, United States	2016-04-29
Jennifer Rhodes	Westminster, SC, United States	2016-04-29
Donna Duke	Tignall, GA, United States	2016-04-29
Christal Ivester	Westminster, SC, United States	2016-04-29
Christy Whitfield	Walhalla, SC, United States	2016-04-29
Jennifer Chase	Seneca, SC, SC, United States	2016-04-29
Elizabeth Dodd	Seneca, SC, United States	2016-04-29
Danielle Wade	Floyd, VA, United States	2016-04-29
Justin Rhodes	Westminster, SC, United States	2016-04-29
Michele Foster	West Union, SC, United States	2016-04-29
Chelsea Okelley	Westminster, SC, United States	2016-04-29
Darlene Bevilacqua	Westminster, SC, United States	2016-04-29
Michelle Rowland	Westminster, SC, United States	2016-04-29
Vickie Wilbanks	Westminster, SC, United States	2016-04-29
Vickie Moore	Westminster, SC, United States	2016-04-29
Stephanie Dockins	Westminster, SC, United States	2016-04-29
Britney Kilpatrick	Seneca, SC, United States	2016-04-29
Holly Blackwell	Westminster, SC, United States	2016-04-29
melissa brown	Walhalla, SC, United States	2016-04-29
Diana Turner	Westminster, SC, United States	2016-04-29

<b>Name</b>	<b>Location</b>	<b>Date</b>
Leslie Quarles	Seneca, SC, United States	2016-04-29
Becca Williams	Westminster, SC, United States	2016-04-29
Shawna Blackwell	Westminster, SC, United States	2016-04-29
Rita Langston	Westminster, SC, United States	2016-04-29
Mary Beth King	Westminster, SC, United States	2016-04-29
Dan Faulkenberry	Seneca, SC, United States	2016-04-29
jennifer bennett	Westminster, SC, United States	2016-04-29
Johnny Blackwell	Seneca, SC, United States	2016-04-29
Buddy Evans	Westminster, SC, United States	2016-04-29
Lana Frazier	Westminster, SC, United States	2016-04-29
Teresa Spearman	Westminster, SC, United States	2016-04-29
Georgina Justice	Westminster, SC, United States	2016-04-29
Judy KELLEY	Westminster, SC, United States	2016-04-29
Brenda Batson	Westminster, SC, United States	2016-04-29
ashleigh mize	Seneca, SC, United States	2016-04-29
Stephen Bowen	Westminster, SC, United States	2016-04-29
Alicia Kelley	Seneca, SC, United States	2016-04-29
Teresa Nichols	Seneca, SC, United States	2016-04-29
Kathy Smith	Westminster, SC, United States	2016-04-29
Brittany Chapman	Seneca, SC, United States	2016-04-29
Emily Bohr	Westminster, SC, United States	2016-04-29
Lori Bishop	Westminster, SC, United States	2016-04-29
Taylor Nuckolls	Westminster, SC, United States	2016-04-29
Angela Allred	Seneca, SC, United States	2016-04-29
betsy Christian	Belton, SC, United States	2016-04-29
amy carranza	Seneca, SC, United States	2016-04-29
Audri C	Westminster, SC, United States	2016-04-29
Kim Shead	Walhalla, SC, United States	2016-04-29
joyce owens	Westminster, SC, United States	2016-04-29
ashley Perez	Westminster, SC, United States	2016-04-29
Amanda Thrasher	Townville, SC, United States	2016-04-29
Susie Holland	Westminster, SC, United States	2016-04-29

<b>Name</b>	<b>Location</b>	<b>Date</b>
Patsy Rankin	Seneca, SC, United States	2016-04-29
Brittany Chastain	Walhalla, SC, United States	2016-04-29
Wanda Smith	Slater-Marietta, SC, United States	2016-04-29
Savannah Cassell	Westminster, SC, United States	2016-04-29
Drenda Owens	Seneca, SC, United States	2016-04-29
Justin Holbert	Newry, SC, United States	2016-04-29
Kim Taylor	Westminster, SC, United States	2016-04-29
angela moore	Seneca, SC, United States	2016-04-29
Joyce Grant	Westminster, SC, United States	2016-04-29
Brenda Crawford	Westminster, SC, United States	2016-04-29
Austin Tripp	Westminster, SC, United States	2016-04-29
judy dodd	Martin, GA, United States	2016-04-29
Denise Addis	Seneca, SC, United States	2016-04-29
Kelsey Wood	Westminster, SC, United States	2016-04-29
Teresa Amith	Westminster, SC, United States	2016-04-29
Andrea Smith	Fair Play, SC, United States	2016-04-29
Jeannie Barker	Seneca, SC, United States	2016-04-29
JOSIE Johnson	Seneca, SC, United States	2016-04-29
dawn sosebee	Seneca, SC, United States	2016-04-29
Linda Findley	Westminster, SC, United States	2016-04-29
Toby Blackwell	Seneca, SC, United States	2016-04-29
Michael Moore	Seneca, SC, United States	2016-04-29
jackie broome	Westminster, SC, United States	2016-04-29
Jodi Smith	Westminster, SC, United States	2016-04-29
Rex McClure	Seneca, SC, United States	2016-04-29
Brandon Burdette	Westminster, SC, United States	2016-04-29
Tonya King	Westminster, SC, United States	2016-04-29
Misty Burdette	Little River, SC, United States	2016-04-29
Breanna Price	Westminster, SC, United States	2016-04-29
Tim French	Westminster, SC, United States	2016-04-29
Judy Cunningham	Westminster, SC, United States	2016-04-29
Beth Ashley	Westminster, SC, United States	2016-04-29

<b>Name</b>	<b>Location</b>	<b>Date</b>
Andrea Brown	Westminster, SC, United States	2016-04-29
Janie Swaney	Westminster, SC, United States	2016-04-29
Nicholas Whitfield	Seneca, SC, United States	2016-04-29
joyce burton	Westminster, SC, United States	2016-04-29
R Medlin	Westminster, SC, United States	2016-04-29
Kimberly Rowland	Westminster, SC, United States	2016-04-29
Jenny Lyle	Westminster, SC, United States	2016-04-29
johnny roberts	Seneca, SC, United States	2016-04-29
Kaylan Sanders	Westminster, SC, United States	2016-04-29
Jessica Ashe	Westminster, SC, United States	2016-04-29
sara ashley moore	Westminster, SC, United States	2016-04-29
Tammy Holbrooks	Westminster, SC, United States	2016-04-29
Tiffaney Faulkenberry	Seneca, SC, United States	2016-04-29
Holly Coonce	Seneca, SC, United States	2016-04-29
joyce collins	Westminster, SC, United States	2016-04-29
William C Jordan	Seneca, SC, United States	2016-04-29
Dolores Arledge	westminster, United Kingdom	2016-04-29
Ashley Smith	Westminster, SC, United States	2016-04-29
Robin Miller	Seneca, SC, United States	2016-04-29
Steve Hagerman	Seneca, SC, United States	2016-04-29
Amanda Lamoureux	Seneca, SC, United States	2016-04-29
Satin Capps	Westminster, SC, United States	2016-04-29
Bonnie Owens	Westminster, SC, United States	2016-04-29
Tara Watkins	Westminster, SC, United States	2016-04-29
David Sanders	Westminster, SC, United States	2016-04-29
sandra roach	Westminster, SC, United States	2016-04-29
Susan Rogers	Walhalla, SC, United States	2016-04-29
Donna Burdette	Westminster, SC, United States	2016-04-29
Samantha Cicchiello	Westminster, SC, United States	2016-04-29
ruby eller	West Union, SC, United States	2016-04-29
Tasha Ivester	Westminster, SC, United States	2016-04-29
Phillip Waters	Westminster, SC, United States	2016-04-29

<b>Name</b>	<b>Location</b>	<b>Date</b>
Joni Rebrick	Belton, SC, United States	2016-04-29
Dana Phylow	Walhalla, SC, United States	2016-04-29
Meagan Jenkins	Westminster, SC, United States	2016-04-29
Lucinda Pleger	Seneca, SC, United States	2016-04-29
Tammy Barnes	Westminster, SC, United States	2016-04-29
Mary Blackmon	Seneca, SC, United States	2016-04-29
nikki may	westminster, SC, United States	2016-04-29
Sharon Ramey	Westminster, SC, United States	2016-04-29
Brook Nix	Westminster, SC, United States	2016-04-29
Peggy Waldrop	Westminster, SC, United States	2016-04-29
Summer Mullinix	Walhalla, SC, United States	2016-04-29
Amy Faust	Westminster, SC, United States	2016-04-29
whitley morgan	Walhalla, SC, United States	2016-04-29
Patricia Ramey	Westminster, SC, United States	2016-04-29
Tiffany Watson	Pendleton, SC, United States	2016-04-29
Amanda Blackwell	Westminster, SC, United States	2016-04-29
Meagan Life	Westminster, SC, United States	2016-04-29
Jordan Popham	Walhalla, SC, United States	2016-04-29
Lynda Ball	Walhalla, SC, United States	2016-04-29
Sharon Lyles	Westminster, SC, United States	2016-04-29
Jessica Barkley	Seneca, SC, United States	2016-04-29
Kelsey Wilson	Westminster, SC, United States	2016-04-29
Angel Price	Westminster, SC, United States	2016-04-29
Angie Dye	Walhalla, SC, United States	2016-04-29
Kim Smith	Seneca, SC, United States	2016-04-29
Crystal Skelton	West Union, SC, United States	2016-04-29
Patricia Price	Westminster, SC, United States	2016-04-29
Destiny Lewis	Seneca, SC, United States	2016-04-29
Beth Davis	Westminster, SC, United States	2016-04-29
Racheal Pelfrey	Westminster, SC, United States	2016-04-29
Kayla Duckett	Salem, SC, United States	2016-04-29
Cortney Ragsdale	Seneca, SC, United States	2016-04-29

<b>Name</b>	<b>Location</b>	<b>Date</b>
Melinda Hall	Westminster, SC, United States	2016-04-29
Raven Kelley	Walhalla, SC, United States	2016-04-29
Austin Donald	Westminster, SC, United States	2016-04-29
Mary Lee	Westminster, SC, United States	2016-04-29
Miranda Fricks	Walhalla, SC, United States	2016-04-29
penny sargent	westminster, SC, United States	2016-04-29
Candace Gibby	Seneca, SC, United States	2016-04-29
Kadalynn Morton	Westminster, SC, United States	2016-04-29
Kathy Boggs	Westminster, SC, United States	2016-04-29
Robin Miller	Westminster, SC, United States	2016-04-29
Brandy Mccall	Westminster, SC, United States	2016-04-29
Tammy Haley	West Union, SC, United States	2016-04-29
LISA FINLEY	Pickens, SC, United States	2016-04-29
Rebecca Lance	West Union, SC, United States	2016-04-29
Heather Dunn	Westminster, SC, United States	2016-04-29
Meredith Freeman	Westminster, SC, United States	2016-04-29
Lucinda Hightower	Seneca, SC, United States	2016-04-29
Renee Adams	Westminster, SC, United States	2016-04-29
STACY BROOKS	Westminster, SC, United States	2016-04-29
Gwen Turner	Westminster, SC, United States	2016-04-29
Julia Rogers	Walhalla, SC, United States	2016-04-29
Nancy Laye	Seneca, SC, United States	2016-04-29
Amanda Collins	Walhalla, SC, United States	2016-04-29
JAMIE LEEANN COOPER	Walhalla, SC, United States	2016-04-29
Judy Morgan	Westminster, SC, United States	2016-04-29
Anthony Deyoung	Seneca, SC, United States	2016-04-29
Crystal Holt	Seneca, SC, United States	2016-04-29
Keri Queen	Westminster, SC, United States	2016-04-29
April Clark	Slater-Marietta, SC, United States	2016-04-29
Bryan Waldroup	Westminster, SC, United States	2016-04-29
Misty Ticknor	Westminster, SC, United States	2016-04-29
Kevin Rholetter	Westminster, SC, United States	2016-04-29



<b>Name</b>	<b>Location</b>	<b>Date</b>
Karen Blohm	Seneca, SC, United States	2016-04-29
Lisa Taylor	Walhalla, SC, United States	2016-04-29
kelly Donald	Westminster, SC, United States	2016-04-29
Lindsay Foster	Seneca, SC, United States	2016-04-29
Tamm6 Rumsey	Westminster, SC, United States	2016-04-29
Kelly Sullivan	Fort Mill, SC, United States	2016-04-29
Tina Leroy	Westminster, SC, United States	2016-04-29
Tara Carter	Westminster, SC, United States	2016-04-29
Bradley Reynolds	Westunion, SC, United States	2016-04-29
Teresa Moore	Seneca, SC, United States	2016-04-29
Savannah Holder	Seneca, SC, United States	2016-04-29
April Alexander	Seneca, SC, United States	2016-04-29
Heather Nix	Seneca, SC, United States	2016-04-29
Brandy Hall	Spartanburg, SC, United States	2016-04-29
Jana Cooper	Westminster, SC, United States	2016-04-29
Dennis Kaplan	Mayfield Heights, OH, United States	2016-04-29
Linda Cantrell	Walhalla, SC, United States	2016-04-29
Marc Long	Westminster, SC, United States	2016-04-30
Melissa Nix	Westminster, SC, United States	2016-04-30
Elizabeth Elizabeth McCall	Walhalla, SC, United States	2016-04-30
Crystal Herring	Pickens, SC, United States	2016-04-30
Sherry Glenn	Walhalla, SC, United States	2016-04-30
Amanda Mcdowell	Walhalla, SC, United States	2016-04-30
William Stancil	Walhalla, SC, United States	2016-04-30
Catina Webb	Westminster, SC, United States	2016-04-30
Tabitha Bowen	Westminster, SC, United States	2016-04-30
Brittany Cobb	Westminster, SC, United States	2016-04-30
Sharon Crocker	Seneca, SC, United States	2016-04-30
Jean Cox	Seneca, SC, United States	2016-04-30
Judy Tomlison	Westminster, SC, United States	2016-04-30
Kimberly Hessian	Seneca, SC, United States	2016-04-30
Tim Holbrooks	Westminster, SC, United States	2016-04-30

<b>Name</b>	<b>Location</b>	<b>Date</b>
Jena Kerr	Seneca, SC, United States	2016-04-30
Charlene Mason	Seneca, SC, United States	2016-04-30
Amy Broome	West Union, SC, United States	2016-04-30
Bailey Tannery	Westminster, SC, United States	2016-04-30
Sarah Blackwell	Westminster, SC, United States	2016-04-30
Jessica Norris	Westminster, SC, United States	2016-04-30
Martha Calvert	Seneca, SC, United States	2016-04-30
Kellie Edgar	Seneca, SC, United States	2016-04-30
Michelle Beatty	Westminster, SC, United States	2016-04-30
Chris Wilson	Westminster, SC, United States	2016-04-30
Barbara Boggs	Westminster, SC, United States	2016-04-30
Ana Espino	Walhalla, SC, United States	2016-04-30
Rick Holbrooks	Westminster, SC, United States	2016-04-30
Molly Quinn	Westminster, SC, United States	2016-04-30
Ashley Bright	Seneca, SC, United States	2016-04-30
Christy Babb	Westminster, SC, United States	2016-04-30
Pam Grogan	Westminster, SC, United States	2016-04-30
Matthew Mccaulliffe	Seneca, SC, United States	2016-04-30
Michael Taylor	Walhalla, SC, United States	2016-04-30
Crystal Simon	Seneca, SC, United States	2016-04-30
Brandi Hollinger Hendrick	Seneca, SC, United States	2016-04-30
Brandi Shepherd	Westminster, SC, United States	2016-04-30
Rachel Taylor	Westminster, SC, United States	2016-04-30
Jennifer Mason	Westminster, SC, United States	2016-04-30
Michelle Westmoreland	Walhalla, SC, United States	2016-04-30
Tara Haney	Westminster, SC, United States	2016-04-30
Toni Crocker	Westminster, SC, United States	2016-04-30
Karen Owens	Seneca, SC, United States	2016-04-30
Gabrielle Lee	Walhalla, SC, United States	2016-04-30
VICKY Holland	Westminster, SC, United States	2016-04-30
Melody Shealy	Walhalla, SC, United States	2016-04-30
Allen Bryson	White Plains, NY, United States	2016-04-30

<b>Name</b>	<b>Location</b>	<b>Date</b>
michele smith	Seneca, SC, United States	2016-04-30
Martha Black	Fair Play, SC, United States	2016-04-30
Brian Honea	Westminster, SC, United States	2016-04-30
Kevin Ramey	Westminster, SC, United States	2016-04-30
Audrey Morton	Westminster, SC, United States	2016-04-30
Angela Smith	Westminster, SC, United States	2016-04-30
Melissa Boatwright	Westminster, SC, United States	2016-04-30
Angie Swafford	West Union, SC, United States	2016-04-30
Cindy Rogers	Westminster, SC, United States	2016-04-30
Kayla Hyatt	Westminster, SC, United States	2016-04-30
Alvin Burdette	Slater-Marietta, SC, United States	2016-04-30
Briana Jefferson	Westminster, SC, United States	2016-04-30
Jeremiah Sherman	Walhalla, SC, United States	2016-04-30
Kelli Morton	Westminster, SC, United States	2016-04-30
Hannah Livingston	Westminster, SC, United States	2016-04-30
Michelle Powell	Seneca, SC, United States	2016-04-30
April Burgess	Westminster, SC, United States	2016-04-30
Audrey Wilson	Walhalla, SC, United States	2016-04-30
Lisa Camden	Westminster, SC, United States	2016-04-30
Tori Morehead	Westminster, SC, United States	2016-04-30
Shawna Wood	Richland, SC, United States	2016-04-30
Chris Reynolds	Westminster, SC, United States	2016-04-30
Jennifer Hippensteal	Seneca, SC, United States	2016-04-30
Joni Mize	Westminster, SC, United States	2016-04-30
Kristie Worley	Westminster, SC, United States	2016-04-30
Candice Jerde	Seneca, SC, United States	2016-04-30
Mechelle Rhodes	Westminster, SC, United States	2016-04-30
Missy Addis	West Union, SC, United States	2016-04-30
Julie Holland	Seneca, SC, United States	2016-04-30
Tonja Watkins	Westminster, SC, United States	2016-04-30
Kristin Plummer	Seneca, SC, United States	2016-04-30
Richard McDonald	Six Mile, SC, United States	2016-04-30

<b>Name</b>	<b>Location</b>	<b>Date</b>
Ashley Hawkins	Walhalla, SC, United States	2016-04-30
Kristy Lella	Walhalla, SC, United States	2016-04-30
Anita Owens	Westminster, SC, United States	2016-04-30
Samantha Haney	Westminster, SC, United States	2016-04-30
Hala Searcy	Seneca, SC, United States	2016-04-30
melissa martin	Newry, SC, United States	2016-04-30
Regina Pittman	Westminster, SC, United States	2016-04-30
Crystal Hipp	Seneca, SC, United States	2016-04-30
Wesley king	Walhalla, SC, United States	2016-04-30
Lara Coste	Westminster, SC, United States	2016-04-30
Peggy Caudill	Seneca, SC, United States	2016-04-30
Lindsey Crunkleton	Westminster, SC, United States	2016-04-30
Kassie Smith	Seneca, SC, United States	2016-04-30
Virginia Triplett	Westminster, SC, United States	2016-04-30
Michael Welch	Walhalla, SC, United States	2016-04-30
ALISON CARTER	Westminster, SC, United States	2016-04-30
Kristin Bennett	Seneca, SC, United States	2016-04-30
Merita McRae	Westminster, SC, United States	2016-04-30
Debbie Norton	Walhalla, SC, United States	2016-04-30
Nancy DeFore	Salem, SC, United States	2016-04-30
Karen Busha	Westminster, SC, United States	2016-04-30
Sheri Fricks	Warrensville, NC, United States	2016-04-30
Christina baker	West Union, SC, United States	2016-04-30
Nikki Sanders	Walhalla, SC, United States	2016-04-30
Sandra Campbell	Westminster, SC, United States	2016-04-30
Roger Norwood	Westminster, SC, United States	2016-04-30
Debra Shedd	Walhalla, SC, United States	2016-04-30
Bessie Shurkus	Townville, SC, United States	2016-04-30
Brandy Phifer	Westminster, SC, United States	2016-04-30
Amanda Lee	Fair Play, SC, United States	2016-04-30
Brittni Gee	Walhalla, SC, United States	2016-04-30
Tracy Mcelreath	Seneca, SC, United States	2016-04-30

<b>Name</b>	<b>Location</b>	<b>Date</b>
Donna Morton	Westminster, SC, United States	2016-04-30
Patricia Frady	Westminster, SC, United States	2016-04-30
Jessica Dickson	Westminster, SC, United States	2016-04-30
Steve Gourdin	Seneca, SC, United States	2016-04-30
Crystal Taylor	Fair play, SC, United States	2016-04-30
Tina Martin	Seneca, SC, United States	2016-04-30
Kadie Murphy	Westminster, SC, United States	2016-04-30
Megan Crawford	Walhalla, SC, United States	2016-04-30
Nicholas Hill	Walhalla, SC, United States	2016-04-30
Stephen Bush	Buford, GA, United States	2016-04-30
Joan Bentley	West Union, SC, United States	2016-04-30
Christina Miles	Westminster, SC, United States	2016-04-30
Jennifer Shadwick	Seneca, SC, United States	2016-04-30
Ashley Butts	Seneca, SC, United States	2016-04-30
Cindy Hudson	Westminster, SC, United States	2016-04-30
Lacy Cobb	Seneca, SC, United States	2016-04-30
Tracy Connally	Baltimore, MD, United States	2016-04-30
Kayla Strickland	Walhalla, SC, United States	2016-04-30
Sheila Mabry	Westminster, SC, United States	2016-04-30
Jo Kalchthaler	Seneca, SC, United States	2016-04-30
Crystal Dame	Westminster, SC, United States	2016-04-30
Jessica Williams	Homestead, FL, United States	2016-04-30
Angela Whitfield	Westminster, SC, United States	2016-04-30
VIVIAN ALBERTSON	Westminster, SC, United States	2016-04-30
Douglas W. Hightower Jr	seneca, SC, United States	2016-04-30
Nikki Holbrooks	Walhalla, SC, United States	2016-04-30
Charity Murphy	Westminster, SC, United States	2016-04-30
angel smith	westminster, SC, United States	2016-04-30
sharon gibson	Westminster, SC, United States	2016-04-30
Teresa Kelly	Westminster, SC, United States	2016-04-30
Joann Gavalda	Fair Play, SC, United States	2016-04-30
Kelly Blackwell	Westminster, SC, United States	2016-04-30

<b>Name</b>	<b>Location</b>	<b>Date</b>
Deanna Swafford	Westminster, SC, United States	2016-04-30
Diane Nation	Westminster, SC, United States	2016-04-30
Allie Mattison	Anderson, SC, United States	2016-04-30
Cynthia Stanley	Seneca, SC, United States	2016-04-30
Christi Bartlett	Westminster, SC, United States	2016-04-30
Michelle Denny	Westminster, SC, United States	2016-04-30
Christina Miller	Seneca, SC, United States	2016-04-30
Ann Browning	Salem, SC, United States	2016-04-30
Randi Garner	Westminster, SC, United States	2016-04-30
Garry Kellum	Seneca, SC, United States	2016-04-30
Tracy Nichols	Westminster, SC, United States	2016-04-30
Carol Lee	Westminster, SC, United States	2016-04-30
Cale Barton	Seneca, SC, United States	2016-04-30
Joseph Addis	Westminster, SC, United States	2016-04-30
Benita Griffin	Seneca, SC, United States	2016-04-30
kayla shead	Westminster, SC, United States	2016-04-30
Any Hamby	Walhalla, SC, United States	2016-04-30
Dawn Smith	Westminster, SC, United States	2016-04-30
kay oshields	Walhalla, SC, United States	2016-04-30
Diane Hendrix	Westminster, SC, United States	2016-04-30
Tracy Fritz	Benton, PA, United States	2016-04-30
joey phifer	Westminster, SC, United States	2016-04-30
Cody C Collopy	Westminster, SC, United States	2016-04-30
Chris Moss	Westminster, SC, United States	2016-04-30
Melissa holbrooks	Westminster, SC, United States	2016-04-30
Regina Schaaf	Seneca, SC, United States	2016-04-30
Anissa Sampson	Westminster, SC, United States	2016-04-30
Karen Kelley	Seneca, SC, United States	2016-04-30
Tricia Ayers	West, SC, United States	2016-04-30
Alice Hair	WESTMINSTER, SC, United States	2016-04-30
Tonya Kerr	Walhalla, SC, United States	2016-04-30
Nicole Taylor	Central, SC, United States	2016-04-30

<b>Name</b>	<b>Location</b>	<b>Date</b>
Vonda Stone	Ware Shoals, SC, United States	2016-04-30
Melissa Rhodes	Westminster, SC, United States	2016-04-30
Shasta Phillips	Seneca, SC, United States	2016-04-30
Brandy Wilkie	Walhalla, SC, United States	2016-04-30
Melissa Van Heck	Walhalla, SC, United States	2016-04-30
Cheryl VanderWiele	Westminster, SC, United States	2016-04-30
Sheri Ables	Seneca, SC, United States	2016-04-30
Kandace King	Seneca, SC, United States	2016-04-30
Clint Livingston	Westminster, SC, United States	2016-04-30
Shirley Leon	Seneca, SC, United States	2016-04-30
Scott Moore	Westminster, SC, United States	2016-04-30
InHonorOf MyFather	Seneca, SC, United States	2016-04-30
Larry Boggs	Westminster, SC, United States	2016-04-30
Patty Alger	Westminster, SC, United States	2016-04-30
david breland	Seneca, SC, United States	2016-04-30
Jean Rogers	Westminster, SC, United States	2016-04-30
Krissy Boggs	Seneca, SC, United States	2016-04-30
Suzette Snedigar	Westminster, SC, United States	2016-04-30
Lucas Snedigar	Fair Play, SC, United States	2016-04-30
Melissa Farmer	Walhalla, SC, United States	2016-04-30
John Queen	Westminster, SC, United States	2016-04-30
Ruth evatt	Seneca, SC, United States	2016-04-30
Amanda Phillips	Fair Play, SC, United States	2016-04-30
Jennifee Moss	Westminster, SC, United States	2016-04-30
Angie Galloway	Seneca, SC, United States	2016-04-30
Heather Compton	Seneca, SC, United States	2016-04-30
Maria King	Seneca, SC, United States	2016-04-30
Alice Cobb	Mountain Rest, SC, United States	2016-04-30
Farthing Farthing	Seneca, SC, United States	2016-04-30
Megan Henderson	Seneca, SC, United States	2016-04-30
Brian Nix	Westminster, SC, United States	2016-04-30
Kim Moss	Seneca, SC, United States	2016-04-30

<b>Name</b>	<b>Location</b>	<b>Date</b>
Beth Collins	Westminster, SC, United States	2016-04-30
lisa moon	Westminster, SC, United States	2016-04-30
Sheila Galloway	Walhalla, SC, United States	2016-04-30
Karen Moore	Westminster, SC, United States	2016-04-30
Christina Clay	Westminster, SC, United States	2016-04-30
Kelley Weiser	West Union, SC, United States	2016-04-30
Lisa Honea	Westminster, SC, United States	2016-04-30
Bruce Taylor	Seneca, SC, United States	2016-04-30
Sarah Delfino	Little River, SC, United States	2016-04-30
David Powell	Seneca, SC, United States	2016-04-30
Kris Butts	Westminster, SC, United States	2016-04-30
Christin King	Clemson, SC, United States	2016-04-30
Kristi Haley	Westminster, SC, United States	2016-04-30
Kendra Echols	Seneca, SC, United States	2016-04-30
Jackie Butkett	Westminster, SC, United States	2016-04-30
Brent Shedd	Cleveland, TN, United States	2016-04-30
Kathy Burdette	Westminster, SC, United States	2016-04-30
Andrew King	Louisville, KY, United States	2016-04-30
Franklin Dorsey	West Union, SC, United States	2016-04-30
Pamela Smith	Seneca, SC, United States	2016-04-30
Layne Sparks	Seneca, SC, United States	2016-04-30
Earl Echols	Seneca, SC, United States	2016-04-30
Shawna Owens	Seneca, SC, United States	2016-04-30
Sandra Mabry	Westminster, SC, United States	2016-04-30
casey turner	Mountain Rest, SC, United States	2016-04-30
Tabitha Mullikin	Seneca, SC, United States	2016-04-30
Debra Holbrooks	Westminster, SC, United States	2016-04-30
Hannah Little	Westminster, SC, United States	2016-04-30
Ashley Head	Westminster, SC, United States	2016-04-30
Valerie Burton	Westminster, SC, United States	2016-04-30
Jessica Patterson	Westminster, SC, United States	2016-04-30
Telisha Moore	Westminster, SC, United States	2016-04-30



<b>Name</b>	<b>Location</b>	<b>Date</b>
amanda reed	Westminster, SC, United States	2016-04-30
Vickie Veronee	Westminster, SC, United States	2016-04-30
Lenda Alexander	Walhalla, SC, United States	2016-04-30
Julie Box	Westminster, SC, United States	2016-04-30
Vanessa Henderson	Seneca, SC, United States	2016-04-30
Linda Addis	Westminster, SC, United States	2016-04-30
Kevin Sosebee	Seneca, SC, United States	2016-04-30
Sara Carroll	Seneca, SC, United States	2016-04-30
Sharon weaver	Seneca, SC, United States	2016-04-30
William Bellotte	Seneca, SC, United States	2016-04-30
Tammy Gibson	Walhalla, SC, United States	2016-04-30
Jessica Morris	Seneca, SC, United States	2016-04-30
Carolyn Branyon	Westminster, SC, United States	2016-04-30
Christel Pulver	Walhalla, SC, United States	2016-04-30
Caela Haney	Walhalla, SC, United States	2016-04-30
Jennifer Howansky	Westminster, SC, United States	2016-04-30
Angela Rossi	Seneca, SC, United States	2016-04-30
Carol Hall	Westminster, SC, United States	2016-04-30
Debbie Smith	Seneca, SC, United States	2016-04-30
Rev. Robert Hudgens	Long Creek, SC, United States	2016-04-30
Joy McGuffin	Westminster, SC, United States	2016-04-30
Janice McAllister	Seneca, SC, United States	2016-04-30
Sharon Moore	norfolk, NY, United States	2016-04-30
Morghen Davis	Walhalla, SC, United States	2016-04-30
Rhonda Downam	Westminster, SC, United States	2016-04-30
thomas nichols	Westminster, SC, United States	2016-04-30
Concerned Citizen	New City, NY, United States	2016-04-30
Hannah Craig	Westminster, SC, United States	2016-04-30
Becky Simpson	West Union, SC, United States	2016-04-30
Crystal Roach	Westminster, SC, United States	2016-04-30
James Lawson	Westminster, SC, United States	2016-05-01
Teresa Owens	Walhalla, SC, United States	2016-05-01

<b>Name</b>	<b>Location</b>	<b>Date</b>
Dawn Prater	Westminster, SC, United States	2016-05-01
Dorothy Davis	Westminster, SC, United States	2016-05-01
Kim Pressley	Westminster, SC, United States	2016-05-01
Marlene Hunnicutt	Seneca, SC, United States	2016-05-01
Amber Beyer	Long Creek, SC, United States	2016-05-01
Stephanie Shulick	Seneca, SC, United States	2016-05-01
Gabrial Haney	Westminster, SC, United States	2016-05-01
Tom Warren	Hartwell, GA, United States	2016-05-01
Kim Goss	Westminster, SC, United States	2016-05-01
Ashley Cox	Westminster, SC, United States	2016-05-01
Travis Mccracken	Westminster, SC, United States	2016-05-01
Cathy Jimenez	Seneca, SC, United States	2016-05-01
Toni Brewer	Seneca, SC, United States	2016-05-01
Tammy Rogers	Townville, SC, United States	2016-05-01
Betty White	Walhalla, SC, United States	2016-05-01
Larry Sheriff	Westminster, SC, United States	2016-05-01
Jason Grant	Westminster, SC, United States	2016-05-01
jeremy reed	Westminster, SC, United States	2016-05-01
hannah martin	Walhalla, SC, United States	2016-05-01
Jessie Norton	Westminster, SC, United States	2016-05-01
Laura Moore	Westminster, SC, United States	2016-05-01
Candace Sorensen	Salem, SC, United States	2016-05-01
Amanda Barnes	Pendleton, SC, United States	2016-05-01
Kay Xayachack	West Union, SC, United States	2016-05-01
Patricia Bright	Mountain Rest, SC, United States	2016-05-01
Destiny Shytle	Westminster, SC, United States	2016-05-01
Christy Watson	Westminster, SC, United States	2016-05-01
Chris Haley	Westminster, SC, United States	2016-05-01
wanda nicholson	Salem, SC, United States	2016-05-01
Gloria Stokes	Seneca, SC, United States	2016-05-01
Brenda McIntosh	Seneca, SC, United States	2016-05-01
Britney Certain	Westminster, SC, United States	2016-05-01

<b>Name</b>	<b>Location</b>	<b>Date</b>
dionne burrell burrell	Walhalla, SC, United States	2016-05-01
Steven Stewart	Seneca, SC, United States	2016-05-01
Cynthia Copeland	Westminster, SC, United States	2016-05-01
Rocky Burton	Westminster, SC, United States	2016-05-01
Shane Life	Westminster, SC, United States	2016-05-02
Kathleen Mumpower	West Union, SC, United States	2016-05-02
Katherine Sheriff	Westminster, SC, United States	2016-05-02
marla deaton	Westminster, SC, United States	2016-05-02
Sonja Cheek	Westminster, SC, United States	2016-05-02
William R. Littlefield	Seneca, SC, United States	2016-05-02
Raymond Henderson	Seneca, SC, United States	2016-05-04
Kirstie Cannon	Westminster, SC, United States	2016-05-04
Combs Broome	Westminster, SC, United States	2016-05-04
Erica White	Westminster, SC, United States	2016-05-04
Donna Grant	Tamassee, SC, United States	2016-05-05
Wanda Lemons	Salem, SC, United States	2016-05-05
Nyetta Diamond	Salem, SC, United States	2016-05-05
Judy Hines	Salem, SC, United States	2016-05-05
Constance Spinella	Westminster, SC, United States	2016-05-05
Pastor James F Miller	Westminster, SC, United States	2016-05-05
Bailey Duncan	West Union, SC, United States	2016-05-05
Toni Miller	Seneca, SC, United States	2016-05-05
Bryan Crain	Westminster, SC, United States	2016-05-05
Kristie Roach	Seneca, SC, United States	2016-05-05
Kaleb King	Westminster, SC, United States	2016-05-05
Kimberly Lusk	Salem, SC, United States	2016-05-05
Kendra Gragg	Long Creek, SC, United States	2016-05-05
Tonya Hayes	Westminster, SC, United States	2016-05-05
Julie Crain	Westminster, SC, United States	2016-05-05
Tina Knight	Newry, SC, United States	2016-05-05
Shelley hunter	Westminster, SC, United States	2016-05-05
Amanda McGuffin	West Union, SC, United States	2016-05-05

<b>Name</b>	<b>Location</b>	<b>Date</b>
Naomi Oakley-Wilbanks	Mountain Rest, SC, United States	2016-05-05
Lara Bishop	Westminster, SC, United States	2016-05-06
Ashley Manley	Seneca, SC, United States	2016-05-06
Joyce Kelly	Westminster, SC, United States	2016-05-06
Angie Nash	Seneca, SC, United States	2016-05-06
Frances Rholetter	Westminster, SC, United States	2016-05-06
Betty Long	Westminster, SC, United States	2016-05-07
Amy O'Dell	Central, SC, United States	2016-05-07
George D. Rholetter	Westminster, SC, United States	2016-05-07
Ronald Beatty	Westminster, SC, United States	2016-05-09
Daniel Friend	Belton, SC, United States	2016-05-09
Carole Goss	Seneca, SC, United States	2016-05-10
Melany Garcia	Round Rock, TX, United States	2016-05-10
Nicholas Hodge	Seneca, SC, United States	2016-05-11
Laurin Geary	Clemson, SC, United States	2016-05-12



OCONEE COUNTY COUNCIL  
ABSTENTION FORM

Council Member Name:

Wayne McCall  
(Please Print)

Council Member Signature:

[Handwritten Signature]

Meeting Date:

5-19-2016

Item for Discussion/Vote:

Minutes - 5/5/2016

Reason for Absention:

I was not present for original meeting/discussion

I have a personal/familial interest in the issue.

Other:

[Handwritten Signature]

Elizabeth G. Hulse  
Clerk to Council

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



Providing Quality Services To Local Governments Since 1965.

## Appalachian Council of Governments Services to Oconee County, 2015

### Return on Investment

Oconee County's annual investment in the Appalachian COG is \$ 27,951. The return on that investment to Oconee County in 2014 was \$ 1,340,166, representing a return on investment ratio of \$ 48 to \$ 1.

### Components of Funding through ACOG to Oconee County

\$	382,408	Federal Direct Grants <sup>1</sup>
	458,770	Workforce Training <sup>2</sup>
	402,988	Services to Seniors <sup>3</sup>
	96,000	Transit <sup>4</sup>
\$	1,340,166	Total

### Notes

1. \$ 292,558 - City of Westminster Hampton Street Sewer Upgrade, \$ 89,850 City of Westminster Electrical Transformer Upgrade.
2. Funds provide training for workers needing skills to adapt to changing technological needs, training for displaced workers, resources for incumbent worker and apprenticeship training, as well as training for out of school youth.
3. Funds provide meals (35,416 served), shelter, medical services, home health care, and transportation. This reduces the demand on County resources for addressing the needs of a growing and increasingly significant segment of the population.
4. Funds utilized for the purchase of a van for the Oconee County Disabilities and Special Needs Board and a van for Senior Solution-Oconee.

## **Additional Services to Oconee County in 2015**

- **Grants administration.** Continued the administration of the following grants;
  - Oconee County – Golden Corners Pump Station project (\$ 500,000 ARC)
  - City of Seneca – Utica Mill Village Phase IV Sewer Improvement Project (\$ 500,000 CDBG)
  - Town of Westminster – Northern Loop Water Line (\$ 500,000 ARC)
  - Town of West Union – Old School Site Re-development Project (\$ 110,000 CDBG)
  - \$ 387,747 – Walhalla Chicopee Mill Water Project, Phase 2 (CDBG)
  - \$ 500,000 - Walhalla - Downtown Improvements/Streetscape Project (ARC)
- **Entrepreneur Friendly Community Initiative Pilot Project** – Worked with several groups in the county to develop this program.
- **InfoMentum.** This is a geographic and statistical data management system that is utilized by the Oconee Economic Alliance and the Upstate Alliance to provide information required by industrial and business prospects who are considering investment decisions in the County.
- **Upstate Alliance Property Navigator.** This web-based tool increases the on-line visibility of Oconee County, providing innovative interactive analysis tools and delivering more current, complete, and easily-retrieved information. Companies and site location consultants considering the area will have greater access to more in-depth information, giving Oconee County a competitive advantage for economic development.
- **Senior services benefits counseling.** Provide information on resources available to seniors.
- **Regional Comprehensive Economic Development Strategy update.** This ensures that projects in Oconee County remain eligible to receive federal Economic Development Administration and Appalachian Regional Commission grant funds.
- **Board and commission training.** ACOG provides a state mandated planning education program for board members and compliance staff for municipalities throughout the County.
- **Staff training.** ACOG provides supervisory and customer service training to employees from the County, municipalities across the County, and special purpose districts.
- **Local government support.** ACOG provides general governmental and planning assistance to Oconee County, as well as the municipalities of Salem, Seneca, Walhalla, Westminster, and West Union.
- **Responded to 101 requests for information about Oconee County.** These requests come from all over the world. Many are from firms considering investments in the County.

## Coming Up In 2016

- Update of Rural System Transportation Improvement Program. Since 1998, this program has provided \$ 29.6 million for road improvement projects in Oconee County.
- Continuation of grant programs. Over the past five years, ACOG has helped local governments in the County secure \$ 1,880,050 in federal grant funds.
- Expansion of the small business lending program to provide additional resources for existing and new businesses.
- Enhancement of the InfoMentum support tool for economic development.
- Expansion of Aging Services in the County.
- On-going services to local governments.
- On-going state mandated planning education.

## ACOG Return on Investment to Oconee County, 2011 – 2015

Year	Amount	ROI
2010	\$ 2,843,132	\$ 101 to \$ 1
2011	3,252,688	\$ 116 to \$ 1
2012	4,197,367	\$ 150 to \$ 1
2013	4,345,142	\$ 115 to \$ 1
2014	1,240,566	\$ 44 to \$ 1
2015	1,340,166	\$ 48 to \$ 1
Total	\$ 14,375,929	\$ 103 to \$ 1





An investment in  
ACOG is an  
investment in  
your county, city  
or town.

**Special  
points of  
interest:**

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2016 ACOG Board  
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# Appalachian Council of Governments

## Annual Report January-December 2015



30 Century Circle

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

*Serving six counties and forty-two municipalities since 1965*



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#### **Publication Information**

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A special thanks to ACOG staff and service providers who contributed!

## Letter from Chairperson Jane Hall



ACOG Board Chair  
Jane Hall

*"Our purpose is to enhance the lives of people living in the six-county region."*



We are pleased to provide this Annual Report for the Appalachian Council of Governments, covering activities and accomplishments in 2015.

When people ask "what is the Appalachian Council of Governments?", it is sometimes challenging to come up with a concise response. To put it in one sentence, our purpose is to enhance the lives of people living in the six-county South Carolina Appalachian Region. While our programs are broad and widely varied, they all come back to serving the people of the Upstate.

Since our establishment in 1965, we have maintained a commitment to providing quality services to local government. In this current time, as local entities see increasing responsibilities and challenges in the face of shrinking dollars, this mission is more critical than ever. Whether it is general administration, assistance with grants, planning, or data services, we want to be a key resource for getting the job done.

Our involvement with human services has grown tremendously in recent years. Programs for the elderly, such as home-delivered meals, congregate dining, transportation, and counseling, benefit seniors across our region every day. Likewise, work skills development is another area with increased activities in recent years, as we strive to ensure that people in our region are able to keep up with the ever-changing skill sets that are required by business and industry.

Economic development is another focus area for us. Through our *Infomentum* economic development support system, Entrepreneurial Friendly Community initiative, assistance with grant funding for infrastructure, workforce development programs, and transportation planning, our purpose is to provide the resources that are needed for the region to compete in a global economy.

Thank you for your support of the Appalachian Council of Governments. I hope that you will find this Annual Report to be informative.

Respectfully,

Jane Hall, Chair



## About ACOG

*In the years since 1971, the Council has evolved into a multi-faceted service organization for area local governments.*

The Appalachian Council of Governments is a voluntary organization of local governments in Anderson, Cherokee, Greenville, Oconee, Pickens and Spartanburg Counties of Upstate South Carolina.

The organization began in 1965 as the Appalachian Advisory Commission, a 12-member board created to advise the Governor on the use of Appalachian Regional Commission funds.

Authorized by referendum, the Council of Governments system emerged in 1971. ACOG has become a valuable resource for area local governments in the areas of public administration, planning, information systems and technology, grants, workforce development and services to the elderly population. Encouraged and facilitated through the Council of Governments, this marriage of intergovernmental and private sector cooperation continues as a critical element in the region's economy and quality of life.

In 2015, approximately 75 percent of ACOG revenue came from federal funding. We encourage all the entities in our region to utilize this funding. Because of these federal dollars, we provide many services at no charge.

### Policy, Management & Operations

A 44-member Board of Directors sets policy for the Council of Governments. Two-thirds of the members are local elected officials, including state legislators, county council members, and mayors or city council members. County councils appoint the remaining citizen and minority members.

The Executive Director is responsible for the overall management of the Council of Governments. The director runs the day-to-day operations, and delegates specific responsibilities to department directors and staff.



Members of the ACOG Board of Directors and director, Steve Pelissier, listen during a board meeting.





*Regionally,  
the  
Information,  
Referral and  
Assistance  
Specialist  
provided  
information  
and  
assistance to  
over 9,000  
seniors and  
caregivers.*

## ACOG's Area Agency on Aging

The S. C. Appalachian Council of Governments' Area Agency on Aging is designated by the Lt. Governor's Office on Aging as the coordinating and planning body for services for older persons in Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg Counties. The principal goal of the Area Agency is to develop and promote a comprehensive, coordinated community-based service delivery system with simple access that will improve the quality of life for all older adults in the region and enable them to lead independent lives with dignity in their own homes for as long as possible. Aging programs are funded by federal (56%) and state (44%) dollars. Programs include:

- Regional Long Term Care Ombudsman Program: complaint resolution for residents of long-term care facilities
- Family Caregiver Support Program
- I-CARE Benefits Counseling
- Senior Farmer's Market Program
- Information / Referral and Assistance

## A Glimpse Back at 2015

### Ombudsman Program

The Ombudsman Program received 1,079 cases on behalf of residents living in long term care facilities, resulting in 971 investigations of abuse, neglect, exploitation and other issues.

### Family Caregiver Support Program

The Family Caregiver Support Program provided \$321,430 in supplies, in-home respite, educational tutoring, clothes, shoes and school supplies.

### Medicare Guidance

- Certified Insurance Counselors provided on-site awareness, education and enrollment assistance to 4,286 Medicare beneficiaries and conducted outreach throughout the region.
- More than 970 applications were completed for the Medicare Savings Program, and over 463 applications were completed for extra help with the Medicare Drug Program.





## Appalachian Development Corporation

The ADC is a non-profit economic development lending corporation offering multiple financing options that can be structured to meet client needs through "gap-financing" loans. The ADC works in conjunction with local lending institutions to provide a structure that works by including long-term, fixed-rate, funding sources that lower the overall debt service requirements and allows for the maximum leverage of the applicant's resources. The funding comes primarily from public funds, thus the ADC's thrust is to create jobs for our area.

Among the ADC programs is the Appalachian Loan Fund (ALF). The ALF is a locally controlled source of low-cost, long-term, fixed-rate financing for businesses whose projects will result in the creation of permanent full time jobs and leverage private sector investment.

The ALF is a loan pool capitalized by grants from the Appalachian Regional Commission, the State of South Carolina, and from borrowings from the USDA.



*Just under \$1 million in ALF and CDF loans were issued in 2015 thereby leveraging more than \$3.7 million in additional private capital!*



## Finance Department

The Finance Department is responsible for the financial functions and activities of the Council and for the administration of the Council's fiscal policy.

- Budget preparation & administration
- Cost allocation
- Accounts payable
- Payroll and Fringe Benefits
- Grants administration
- Monitoring service Providers
- Contract administration
- Tax reports
- General accounting records
- Fixed assets records
- Custody of funds
- Distribution of pass-through funds
- Debt administration
- Investments
- Risk Management
- Internal & External Financial reports



*The mission of the Government Services Department is very simple: to help the governmental entities in this region in any way possible.*

## Government Services

The Government Services Department works very closely with the towns, cities and counties in the six-county region of the Upstate, providing a variety of technical and professional support. The division serves as a one-stop resource for problem resolution and information by providing hands-on expertise, cost-effective consulting services and general information.

The vast majority of funding for the Government Services Department comes from federal monies. An Appalachian Regional Commission (ARC) grant provides staff with the necessary resources to give free services to our local governments. Please contact a staff member for additional information.

## Examples of 2015 Services

- Provided technical assistance to local governments and SPDs in the six-county region in the areas of personnel, municipal court administration, organizational behavior, retirement and health insurance, finance and taxation, and other local government issues
- Facilitated 3 HomeTown Connection meetings at ACOG on behalf of South Carolina Municipal Association to Upstate
- Provided seven-week basic management/supervisory training programs for lower-level and first-time supervisors; also provided training in the areas of customer service and sexual harassment
- Provided regular assistance to small jurisdictions on budget matters and handling of tax and fee administration; many issues involved the use of Accommodation Tax and Hospitality Tax monies; gave considerable advice and assistance to jurisdictions on Freedom of Information and public communication issues; provided on-call assistance to small town staff on many routine public administration questions
- Provided individual orientations to a number of newly elected officials on matters of finance, public information and South Carolina local government law; during the year, routinely fielded questions from elected officials on a very wide range of problems; provided a no-cost source of experience and information to these individuals.
- Served as a "roving administrator" for communities of Inman and Duncan



The ACOG Government Services Department provided training in areas such as customer service.



## Grant Services

The primary function of the Grant Services Department is to assist local governments in identifying, securing, and administering funds for a wide range of community and economic development activities, including water and sewer facilities; road improvements; housing rehabilitation; community centers and senior centers; downtown revitalization; and streetscaping.



ACOG Grant Services routinely assists communities with grants related to infrastructure repair and improvement.

Services include application preparation and packaging, and all aspects of grants administration.

The Grant Services Department is funded by federal and local dollars. Most of the department's revenue is associated with grants administration fees.

*Grant applications submitted by ACOG in 2015 garnered more than \$4.8 million from CDBG and ARC grant programs.*

### Grant Services can assist with application preparation and grants administration for the following programs:



#### Appalachian Regional Commission

- Infrastructure Improvement grants for economic development and tourism
- Grants for education and workforce training
- Grants for healthcare improvement



Building Better Neighborhoods

#### Community Development Block Grant (CDBG)

- Infrastructure Improvement grants for economic development
- Residential water and sewer upgrades
- Community facilities improvements / construction



#### Economic Development Administration

- Infrastructure improvement grants for economic development



#### USDA - Rural Development

- Infrastructure improvement grants for economic development
- Community facilities Improvements
- Residential water and sewer upgrades

#### State Grant Programs including:

- Parks, Recreation, and Tourism (PRT) grants
- Permanent Improvement Program through the Lt. Governor's Office on Aging
- Rural Infrastructure Authority (RIA)



**SC WORKS** ANDERSON, OCONEE & PICKENS COUNTIES  
**WORKLINK**  
 ANDERSON-OCONEE-PICKENS

## Workforce Investment Board

WorkLink Workforce Development Board (WDB) develops the link between employers and employees in Anderson, Oconee and Pickens Counties. The volunteer board of directors ensures that the local workforce development system is market-driven and responsible in meeting the employment and training needs of businesses and job seekers. The board implements the Workforce Innovation and Opportunity Act of 2014 in partnership with local service providers and through a comprehensive SC Works system that provides access points for employment and training services.



More than 3,500 job seekers were served by 104 hiring events in 2015.

WorkLink funds programs for adults, dislocated workers and youth ages 17-24, along with supporting employers and businesses through the On-the-Job Training and Incumbent-Worker Training programs. In 2015, WorkLink partnered with SCDEW and other partner agencies in their three-county service region to offer a variety of hiring events, workshops and job fairs, as well as the Business & Industry Showcase, to connect companies with jobseekers and ensure those jobseekers have the skills needed to find employment.

### Quick Facts 2015

**101,719** customers accessed job search services

**24,217** customer visits to SC Works Centers in Anderson, Clemson, Easley and Seneca

**3,537** job seekers were served through **104** hiring events; **702** job seekers found employment

**221** workshops and other group activities were held

**5,000+** eighth-graders and 150 top seniors attended the Anderson/Oconee/Pickens Business & Industry Showcase through assistance with transportation funding provided by WorkLink.

*Our goal is to have a fully employed, skilled workforce, and to that end, we help job seekers find the tools to build their careers, and we work with businesses to hire quality employees.*



## Planning & Economic Development

The Department of Planning and Economic Development works to create a regional environment that is conducive to economic growth and community development. The role of the department is broad, ranging from transportation and land use planning to regional sewer coordination and support of regional economic development efforts through its delivery of the national-award-winning *InfoMentum* suite of GIS-based economic development services.

### 2015 REGIONAL PLANNING INITIATIVES

#### The Regional Entrepreneur Friendly Toolkit

August of 2015 saw the launch of the ACOG "Entrepreneur Friendly Toolkit" planning program and website ([www.EFToolkit.com](http://www.EFToolkit.com)). The EF Toolkit is an online planning tool for local communities to develop a specialized "Entrepreneur Friendly Action Plan" to attract and assist local entrepreneurs and encourage additional small business development. After winning an Innovation Award from the National Association of Development Organizations in 2015, Economic Development Services looks forward to bringing the EF Toolkit to more communities.



#### InfoMentum Online Program

- Four new investors were brought on: Upper Savannah COG, Catawba COG, the City of Anderson Economic Development Department, and the Greenwood Partnership Alliance.
- Individual mobile websites were developed for each county in the region, allowing economic developers to share available site and building information from their phones and tablets.
- InfoMentum site and building database was integrated with the national "NEXCAP" database, providing increased national visibility of our industrial properties.



## Planning & Economic Development

### Planning Assistance

- Assisted Walhalla, Belton, and Pendleton with updates to their Comprehensive Plans.
- Worked with Easley, Pickens, and Cherokee Counties on updating parts of their zoning and Land development ordinances.
- Staff provided state required planning education to 98 staff, planning commission, and board of appeals members in communities throughout the region.
- Coordinated the Federal Clean Water Act Section 208 Water Quality Management Plan activities and reviewed 163 Section 208 compliance applications. In addition, staff facilitated discussions to update the plan for the Enocee Basin.
- The 2015 Regional CEDS progress report was prepared, helping to identify the region's economic development priorities and assisting communities to be both eligible and competitive for federal grant funding.

### Transportation

Served on Piedmont Health Foundation taskforce that developed a comprehensive study of transit and human services transportation assets in Greenville County and identified solutions to improve transportation options for Greenville residents.

Assisted local transit providers in developing applications for funding the purchase of services and vehicles for transit needs in the Region. Seven agencies submitted ten applications requesting total funding of \$544,071. Each application received at least partial funding totaling \$336,711.



*ACOG Planning staff served on a task force that developed a comprehensive study of transit and human services transportation assets and identified solutions for improving options for Greenville County residents.*



# ANDERSON COUNTY

## A Glimpse at 2015



- Approved \$75,000 in loans to support local, small, entrepreneurial, and expanding Anderson County businesses, thereby leveraging another \$200,000 in private capital investment and the retention of three existing jobs
- Provided \$647,683 in services to seniors in Anderson County which included home-delivered meals, congregate meals, transportation, health promotion, home care, legal assistance, minor home repair and family caregiver support
- Maintained [www.scupstateadrc.org](http://www.scupstateadrc.org), which provides valuable information and tools for aging and disabled citizens, their caregivers, and service providers in Anderson County
- Conducted a seven-week basic management/supervisory training program for lower-level and first-time supervisors with local governments; conducted training in the areas of Sexual and Work Place Harassment and Diversity for Anderson County and WorkLink staff; provided human resources (personnel) assistance to the county; conducted presentations in the areas of ethics, diversity, sexual harassment, and public speaking at various professional association meetings
- Worked with Anderson County on the Gossett Mill Cleanup Project funded with ARC funds. The Environmental Review and Startup has been approved by DCC. Anderson County is looking into a Brownfields RLF loan to meet the ARC match and to cap the site; also worked with the county and Sandy Springs Water District on the development and submission of a CDBG application to upgrade water lines in the LaFrance area. This project was approved, and the environmental review and start up activities are underway; continued to assist with the administration of the HOME Program
- Worked with staff at the Anderson County Office of Economic Development on a routine basis to provide customized research and mapping services in response to RFIs from industry prospects
- Maintained *InfoMentum Online*, the online, interactive mapping and research tool utilized by the Anderson County Economic Development Division to assist with industry retention and recruitment and the SC Small Business Development Center to assist small business owners; specific activities included: ongoing addition and update of map layers; ongoing maintenance of information on available industrial properties through synchronization of the *InfoMentum* database with the SC Dept. of Commerce's *LocateSC* database; ongoing delivery of property information through maintenance of an Anderson County-branded website and property flyers
- Provided research and mapping assistance to the Upstate SC Alliance for economic development marketing activities in Anderson County; maintained selected socio-economic data tables for the UA website, highlighting Anderson County and the region
- Administered the Anderson HOME Consortium including updating the Consolidated Plan, Annual Action Plan, and CAPEX, as well as day to day administrative oversight and coordination of housing rehabilitation projects. The Consortium completed rehabilitation of ten homes in the county and Belton during 2015 with a total investment of \$260,669
- Assisted county and SCDOT officials with securing an additional \$3 million in funding for improvements to the Cherokee Road Bridge over US 29 near Williamston
- WorkLink partnered with SCDEW and multiple partner agencies in Anderson, Oconee and Pickens Counties to offer a variety of hiring events, workshops and job fairs, as well as the Business and Industry Showcase, to connect companies with job-seekers and to ensure that those job seekers have the skills they need to find employment; ACOG staff facilitated meetings to assist WorkLink in updating its Strategic Plan

***In 2015,  
for every  
dollar  
invested  
by  
Anderson  
County,  
ACOG  
programs  
returned  
\$52.***



# ANDERSON COUNTY MUNICIPALITIES

## 2015 Highlights

### All Municipalities

- Facilitated 3 HomeTown connection meetings at ACOG on behalf of South Carolina Municipal Association.

### Anderson

- Acted as court administrator; completed a staffing level analysis for the municipal court system
- Completed a management analysis of the City's Neighborhood and Transit Division.
- Developed a city-branded website and property flyers to assist in the marketing of available retail, office and restaurant properties.



### Belton

- Assisted the city with administrative questions, also assisted with the development and submission of a CDBG application for the Belton Mill Village Sewer Project; This project was approved, and the environmental review and start up activities are underway.

### Honea Path

- Provided technical assistance related to zoning administration and planning issues.

### Iva

- Worked on the administrative activities for the Iva Water Tank Project, funded with CDBG funds. The environmental review and start up activities have been approved; also worked to develop and submit a CDBG application to undertake a streetscape project in the downtown area; however, this project was not approved.

### Pendleton

- Assisted with the development and submission of a CDBG application for the Westinghouse Sewer Upgrade Project; this project was approved, and the environmental review and start up activities are underway; continued to work on the administrative activities for the CDBG-funded Pendleton Streetscape Project.
- Completed update of the Pendleton Comprehensive Plan.

### Williamston

- Provided regular assistance on budget matters and handling of tax and fee administration; also provided human resource (personnel) assistance.
- Continued to work on the administrative activities for the Pine Crest Sewer Upgrade Project, funded with CDBG funds; also worked on the administrative activities for the renovation of the former depot for use as a farmers market / community center, funded with ARC funds.

Services to Seniors	\$ 647,683
Federal Direct Grants	\$ 1,638,508
Workforce Development	\$ 1,207,289
Small Business and Entrepreneurial Loan Program	\$ 75,000
Private Capital Resulting from Loans	\$ 200,000
Transit Services	\$ 147,571
<b>Total Funding into Anderson County 2015</b>	<b>\$ 3,916,051</b>
<b>County's Annual Contribution to ACOG</b>	<b>\$ 74,948</b>



## CHEROKEE COUNTY

### A Glimpse at 2015

- Provided \$378,680 in services to seniors in Cherokee County, which included home-delivered meals, congregate meals, transportation, health promotion, home care, legal assistance and family caregiver support
- Maintained [www.scupstateadrc.org](http://www.scupstateadrc.org), which provides valuable information and tools for aging and disabled citizens, their caregivers, and service providers in Cherokee County
- Conducted a seven-week basic management/supervisory training program for lower-level and first-time supervisors with local governments; provided human resources (personnel) assistance to the county; conducted presentations in the areas of ethics, diversity, sexual harassment, and public speaking at various professional association meetings
- Worked with staff at the Cherokee County Development Board on a routine basis to provide technical GIS support by phone and customized research and mapping services in response to RFIs from industry prospects
- Maintained *InfoMentum Online*, the online, interactive mapping and research tool utilized by the Cherokee County Development Board to assist with industry retention and recruitment; specific activities included: ongoing addition and update of map layers; ongoing maintenance of information on available industrial properties through synchronization of the *InfoMentum* database with the SC Dept. of Commerce's *LocateSC* database; ongoing delivery of property information through maintenance of a Cherokee-branded website and property flyers
- Provided research and mapping assistance to the Upstate SC Alliance for economic development marketing activities in Cherokee County; Maintained the socio-economic data tables for the UA website, highlighting Cherokee County and the region
- Created and implemented a new upgraded version of the Cherokee Public Access GIS Web Application; parcel and ownership data updates were processed and made available online when data was received from Cherokee County
- Provided staffing to the Cherokee County Planning Commission and Compliance Board of Appeals to support the administration of the County's Unified Development Standards Ordinance. Assisted in development of application streamlining with the County's Building Department





**In 2015,  
for every  
dollar  
invested  
by  
Cherokee  
County,  
ACOG  
programs  
returned  
\$41.**

## CHEROKEE COUNTY MUNICIPALITIES

### 2015 Highlights

#### All Municipalities

- Facilitated 3 HomeTown connection meetings at ACOG on behalf of South Carolina Municipal Association

#### Blacksburg

- Provided regular assistance to the town on budget matters and handling of tax and fee administration
- Continued administration of an ARC-funded project to upgrade the Bruggs Street pump station to accommodate new growth and development; also worked on the development and submission of an ARC application to construct sewer lines along Highway 5; this project was subsequently approved
- Continued to provide technical assistance related to community development, planning, and zoning issues



ACOG worked on the submission of an ARC grant application to construct sewer lines along Highway 5; the project has been approved for funding.

#### Gaffney

- Provided assistance with matters related to human resources (personnel)
- Worked with the city and the Gaffney LDC to submit a grant application to ARC to establish an Incubator facility, which has been approved; also closed out the Big Mill Village Renaissance Project
- Continued to provide technical assistance related to community development, planning, and zoning issues
- Provided continuing education session for the City's Planning Commission and Board of Zoning Appeals

Services to Seniors	\$ 378,680
Federal Direct Grants	\$ 557,080
Transit Services	\$ 56,000
<b>Total Funding into Cherokee County 2015</b>	<b>\$ 991,760</b>
<b>County's Annual Contribution to ACOG</b>	<b>\$ 24,000</b>



# GREENVILLE COUNTY

## A Glimpse at 2015



- Approved \$703,500 in loans to support local, small, entrepreneurial, and expanding businesses, thereby leveraging another \$2,114,000 in capital investment and the retention of 35 Greenville County jobs.
- Provided \$1,555,548 in services to seniors in Greenville County, which included home-delivered meals, congregate meals, transportation, health promotion, home care, legal assistance, minor home repair and family caregiver support.
- Maintained [www.soupstateadrc.org](http://www.soupstateadrc.org), which provides valuable information and tools for aging and disabled citizens, their caregivers, and service providers in Greenville County.
- Conducted a seven-week basic management/supervisory training program for lower-level and first-time supervisors with local governments; assisted Clear Springs and Parker Fire Districts with matters related to personnel and FLSA; began the task of writing an employee handbook for the Boiling Springs Fire District; conducted board training for all Greenville County fire districts, conducted presentations in the areas of ethics, diversity, sexual harassment, and public speaking at various professional association meetings.
- Worked with staff at the Greenville Area Development Corporation on a routine basis to provide technical GIS support by phone and customized research and mapping services in response to RFIs from industry prospects; also coordinated the collection of consumer data for the quarterly ACCRA Cost of Living Index, in cooperation with the Greenville Area Development Corporation and the Greenville Chamber of Commerce.
- Maintained *InfoMentum Online*, the online, interactive mapping and research tool utilized by the Greenville Area Development Corporation to assist with industry retention and recruitment; specific activities included: ongoing addition and update of map layers; ongoing maintenance of information on available industrial properties through synchronization of the *InfoMentum* database with the SC Dept. of Commerce's *LocateSC* database; ongoing delivery of property information through maintenance of a Greenville County-branded website and property flyers.
- Provided research and mapping assistance to the Upstate SC Alliance for economic development marketing activities in Greenville County; maintained the socio-economic data tables for the UA website, highlighting Greenville County and the region.
- Maintained a web mapping tool for Blue Ridge Rural Water to show service area, system components, and infrastructure; this site is used in-house for strategic planning and inventory.
- Served on the Piedmont Health Foundation taskforce that explored transportation needs in Greenville County, focusing on those who experience barriers to accessing health care, jobs, education, recreation and more due to the lack of transportation; the effort resulted in a report that examined current ridership of all transportation services, needs and desires of area residents, and existing transit assets, and identified potential solutions that will help Greenville County residents get where they need to go.
- As part of the Appalachian Section of the SCBOT State Transportation Improvement Program construction was completed on the US 25 @ SC 11 interchange improvements in Greenville County. Total cost for the project was \$6 million and improved the safety of the interchange for residents and travelers.



# GREENVILLE COUNTY MUNICIPALITIES

## 2015 Highlights

### All Municipalities

- Facilitated 3 HomeTown connection meetings at ACOG on behalf of South Carolina Municipal Association.
- Provided State mandated Planning Education Training sessions for Planning Commission, Board of Appeals, and staff members.



**For every  
dollar  
invested by  
Greenville  
County,  
ACOG  
programs  
generated  
\$48.**

### Fountain Inn

- Issued \$500,000 in Permanent Improvement Project (PIP) grant funding for the city; provided assistance to the city in the area of human resources.

### Greer

- Worked with taskforce exploring improvements along the US 29 corridor between Greenville, Greer, and Spartanburg; and identified development of park-and-ride lots to promote car pooling and improving coordination of signals along the corridor as projects to be funded and implemented with current funding.



### Simpsonville

- Assisted the city with the development on an "Entrepreneur Friendly Toolkit" for prospective businesses; staff worked with a wide range of stakeholders to identify several measures the city could take to make themselves more business friendly.

### Taylors

- Worked with Taylors Town Square organization to identify potential grant opportunities, organizational strategies, and provide technical assistance on building code issues.

ACOG Aging Services Program	\$1,656,548
Small Business & Entrepreneurial Loan Program	\$703,500
Private Capital Resulting from Loans	\$2,114,000
Rural Transportation Enhancement Program	\$ 2,831,250
<b>Total Funding into Greenville County 2015</b>	<b>\$ 7,305,298</b>
<b>County's Annual Contribution to ACOG</b>	<b>\$151,759</b>



## OCONEE COUNTY

### A Glimpse at 2015



- Provided \$402,968 in services to seniors in Oconee County, which included home-delivered meals, congregate meals, transportation, health promotion, home care, legal assistance and family caregiver support
- Maintained [www.scupstatearc.org](http://www.scupstatearc.org), which provides valuable information and tools for aging and disabled citizens, their caregivers, and service providers in Oconee County
- Conducted seven-week basic management/supervisory training programs for lower-level and first-time supervisors with local governments and special purpose districts; conducted training in the areas of Sexual and Work Place Harassment and Diversity for Oconee County and WorkLink staff
- Assisted Oconee County, in cooperation with the city of Walhalla and the School District of Oconee County, in the administration of the ARC-funded Highway 11 Sewer Line Project; the construction was completed, and the project has been closed out.
- Worked with staff at the Oconee Economic Alliance on a routine basis to provide technical GIS support by phone and customized research and mapping services in response to RFIs from industry prospects
- Maintained *InfoMentum Online*, the online, interactive mapping and research tool utilized by the Oconee Economic Alliance to assist with industry retention and recruitment; specific activities included: ongoing addition and update of map layers; ongoing maintenance of information on available industrial properties through synchronization of the *InfoMentum* database with the SC Dept. of Commerce's *LocateSC* database; ongoing delivery of property information through maintenance of an Oconee-branded website and property flyers.
- Provided research and mapping assistance to the Upstate SC Alliance for economic development marketing activities in Oconee County; maintained the socio-economic data tables for the UA website, highlighting Oconee County and the region
- Assisted Oconee County with the development of an "Entrepreneur Friendly Action Plan", which is a seven-step strategic plan developed by ACOG which focuses on supporting and attracting local entrepreneurs. Part of the Entrepreneur Friendly Toolkit program, ACOG staff works with a variety of stakeholders to make their communities more business friendly.
- WorkLink partnered with SCDEW and multiple partner agencies in Anderson, Oconee and Pickens Counties to offer a variety of hiring events, workshops and job fairs, as well as the Business and Industry Showcase, to connect companies with job seekers and to ensure that those job seekers have the skills they need to find employment; ACOG staff facilitated meetings to assist WorkLink in updating its Strategic Plan



# OCONEE COUNTY MUNICIPALITIES

## 2015 Highlights



### All Municipalities

- Facilitated 3 HomeTown connection meetings at ACOG on behalf of South Carolina Municipal Association
- Provided State mandated Planning Education Training sessions for Planning Commission, Board of Appeals, and staff members

### Walhalla

- Continued to work with the city in the administrative tasks for a CDBG grant for Phase 2 of the Chicopee Mill Water Project; also worked with the city on the administration of the ARC-funded Downtown Improvements/Streetscape Project, on which construction is underway



- Completed development of the Walhalla Comprehensive Plan

**For every  
dollar  
invested  
by Oconee  
County in  
2015,  
ACOG  
programs  
generated  
\$48.**

### Westminster

- Assisted with the development and submission of a CDBG application for the Hampton Street Sewer Upgrade project; this project was approved, and the environmental review and startup activities are underway
- Worked with Westminster to submit an application for CDBG funds to assist in upgrading electric system transformers; this project was also approved

Federal Direct Grants	\$ 382,408
Workforce Training	\$ 458,770
Services to Seniors	\$ 402,988
Transit Services	\$ 98,000
<b>Total Funding into Oconee County 2015</b>	<b>\$ 1,340,166</b>
<b>County's Annual Contribution to ACOG</b>	<b>\$ 27,951</b>



# PICKENS COUNTY

## A Glimpse at 2015



- Approved \$100,000 in loans to support local, small, entrepreneurial, and expanding businesses, thereby leveraging another \$1,000,000 in private capital investment.
- Provided \$508,423 in services to seniors in Pickens County which included home delivered meals, congregate meals, transportation, health promotion, home care, legal assistance, minor home repair and family caregiver support; also issued \$500,000 in Permanent Improvement Project (PIP) grant funding for the McKissick Center for Senior Wellness.
- Maintained [www.scupstateadrc.org](http://www.scupstateadrc.org), which provides valuable information and tools for aging and disabled citizens, their caregivers, and service providers in Pickens County.
- Conducted seven-week basic management/supervisory training programs for lower-level and first-time supervisors with local governments and special purpose districts; conducted training in the area of Sexual and Work Place Harassment for WorkLink staff; assisted in the search for a new county administrator.
- Worked with the county and the Easley Central Water District on the development and submission of a COBG application to undertake water improvements in the Catechee Village community; this project was approved, and the environmental review and start up activities are underway.
- Worked with Alliance Pickens staff on a routine basis to provide technical GIS support by phone and customized research and mapping services in response to RFIs from industry prospects.
- Maintained *InfoMentum Online*, the online, interactive mapping and research tool utilized by the Alliance Pickens to assist with industry retention and recruitment; specific activities included: ongoing addition and update of map layers; ongoing maintenance of information on available industrial properties through synchronization of the *InfoMentum* database with the SC Dept. of Commerce's *LocateSC* database; ongoing delivery of property information through maintenance of a Alliance Pickens-branded website and property flyers.
- WorkLink partnered with SCDEW and multiple partner agencies in Anderson, Oconee and Pickens Counties to offer a variety of hiring events, workshops and job fairs, as well as the Business and Industry Showcase, to connect companies with job seekers and to ensure that those job seekers have the skills they need to find employment; ACOG staff facilitated meetings to assist WorkLink in updating its Strategic Plan.

Services to Seniors	\$ 508,423
Federal Direct Grants	\$ 1,442,920
Workforce Training	\$748,519
Small Business & Entrepreneurial Loan Program	\$ 100,000
Private Capital Resulting from Loans	\$ 1,000,000
Transit Services	\$ 56,000
<b>Total Funding into Pickens County 2015</b>	<b>\$ 3,855,862</b>
<b>County's Annual Contribution to ACOG</b>	<b>\$ 45,593</b>



# PICKENS COUNTY MUNICIPALITIES

## 2015 Highlights

### All Municipalities

- Facilitated 3 HomeTown connection meetings at ACOG on behalf of South Carolina Municipal Association.
- Provided State mandated Planning Education Training sessions for Planning Commission, Board of Appeals, and staff members.

### Easley

- Facilitated a council planning retreat for the city; provided a forum for council to review goals and establish budget objectives for the new fiscal year; also developed a revised personnel policy and a Paid Time Off (PTO) policy; assisted city council with hiring of a new city administrator; and assisted with completion of updates to the City Zoning Ordinance;
- Worked with Easley and the Easley Combined Utilities on the development and submission of a CDBG application for Phase 2 of a project to upgrade sewer lines in the West End area of town. This project was approved and the bids have been received.
- Continued the administration of the CDBG grant for Phase 1 of the West End Sewer Project.
- Undertook administration activities for the ARC-funded Doodle Trail Trailhead project; the Environmental Review is underway.

### Liberty

- Continued the administration of the CDBG grant for the \$500,000 grant for the streetscape project on Commerce Street

### Norris

- Continued the administration of the CDBG-funded purchase of a new fire truck

### Pickens

- Worked with Pickens on the development and submission of a CDBG application to undertake water and sewer improvements along Ann Street; this project was approved and the environmental review and start up activities are underway; also continued to assist the with the ARC-funded project to renovate the auditorium of the Haygood Community Center; continued the administration of the Town Creek Park Project
- Provided staffing to the city's Planning Commission, Zoning Board of Appeals, and Board of Architectural Review along with staff support in the administration of the City's Zoning Ordinance
- Assisted the city with the development on an "Entrepreneur Friendly Toolkit" for prospective businesses; staff worked with a wide range of stakeholders to identify several measures the city could take to make themselves more business friendly.



*For every dollar that Pickens County invested in ACOG during 2015, \$85 were returned to the County.*



# SPARTANBURG COUNTY

## A Glimpse at 2015



- Approved \$100,000 in loans to support local, small, entrepreneurial, and expanding businesses, thereby leveraging another \$660,000 in private capital investment
- Provided \$663,845 in services to seniors in Spartanburg County, which included home-delivered meals, congregate meals, transportation, health promotion, home care, legal assistance, minor home repair and family caregiver support
- Maintained [www.scupstateadrc.org](http://www.scupstateadrc.org), which provides valuable information and tools for aging and disabled citizens, their caregivers, and service providers in Spartanburg County
- Conducted a seven-week basic management/supervisory training program for lower-level and first-time supervisors with local governments and special purpose districts; also provided varied technical assistance to special purpose districts in the areas of training, computers, management and/or personnel; also assisted the Poplar Springs Fire Department in hiring a new fire chief
- Worked on a routine basis with Spartanburg Economic Futures Group (EFG) staff to provide technical GIS support by phone and customized research and mapping services in response to RFIs from industry prospects
- Maintained *InfoMentum Online*, the online, interactive mapping and research tool utilized by the Spartanburg EFG to assist with industry retention and recruitment; specific activities included: ongoing addition and update of map layers; ongoing maintenance of information on available industrial properties through synchronization of the *InfoMentum* database with the SC Dept. of Commerce's *LocateSC* database; ongoing delivery of property information through maintenance of an EFG-branded website and property flyers
- Provided research and mapping assistance to the Upstate SC Alliance for economic development marketing activities in Spartanburg County; maintained the socio-economic data tables for the UA website, highlighting Spartanburg County and the region
- Worked with Spartanburg County's Water and Sewer Committee to begin updates to the Enoree plan to address wastewater treatment services and future regional sewer service areas; efforts included collecting input from a wide range of stakeholders to establish future service area recommendations that will be considered by providers and County Council in the future
- Assisted County Planning Department with update of the Population Section as part of their Comprehensive Plan update process.

Services to Seniors	\$ 663,845
Small Business and Entrepreneurial Loan Program	\$ 100,000
Private Capital Resulting from Loans	\$ 660,000
Federal Direct Grants	\$ 786,250
Transit Services	\$ 166,000
<b>Total Funding into Spartanburg County 2015</b>	<b>\$ 2,376,095</b>
<b>Annual Contribution to ACOG</b>	<b>\$ 111,436</b>



# SPARTANBURG COUNTY MUNICIPALITIES

## 2015 Highlights

### All Municipalities

- Facilitated 3 HomeTown connection meetings at ACOG on behalf of South Carolina Municipal Association
- Provided State mandated Planning Education Training sessions for Planning Commission, Board of Appeals, and staff members

### Campobello

- Provided training in the area of sexual harassment to the Campobello Fire Department

### Chesnee

- Worked with the City of Chesnee and the LCF Water District on the development and submission of a CDBG application for the Georgia Avenue Water Project; this project was approved and bids have been received
- Assisted the town council in the hiring of a new administrator

### Duncan

- Served as a "roving administrator" for the town, providing day-to-day administrative services on a part-time basis, providing budget oversight, guidance, drafting of policies and procedures, supervision of staff, oversight of personnel issues, etc.

### Inman

- Worked to develop and submit a CDBG application to undertake a streetscape project along Main Street and Mill Street in downtown Inman; this project was approved and the environmental review is underway
- Served as a "roving administrator" for the town, providing day-to-day administrative services on a part-time basis, providing budget oversight, guidance, drafting of policies and procedures, supervision of staff, oversight of personnel issues, etc.

### Landrum

- Provided regular assistance to the city on budget matters and handling of tax and fee administration; also provided assistance related to PEBA retirement and health insurance concerns
- Assisted Landrum Fire District in establishing a new district and hiring a fire chief

### Lyman

- Continued the administration of the \$500,000 CDBG grant for the Lyman Mill Village Sewer Project

### Pacolet

- Issued \$35,829 in Permanent Improvement Project (PIP) grant funding for the town

### Reldville

- Wrote an employee handbook and commission by-laws and also conducted supervision training for the Reldville Fire District

### Spartanburg

- Provided assistance in the area of human resources (personnel)

### Woodruff

- Assisted in the development and submission of a CDBG application to demolish a city-owned building and to clear and improve the site for greenspace; this project was approved and the environmental review is underway.

*For every dollar that Spartanburg County invested in ACOG during 2015, \$21 were returned to the County.*



## **Meet the Board 2016**

The Board and Staff of the Appalachian Council of Governments looks forward to a productive 2016. These are challenging times for many local governments and other public agencies. Please contact us if we can help in any way.

### **Anderson County**

Ted Mattison  
Mack Durham  
Dennis Claramunt

Francis Crowder  
Mayor Terence Roberts  
Rick Laughridge

Cindy Wilson

### **Cherokee County**

Rep. Dennis C. Moss  
Ed Elliott

Rufus Foster, Jr.  
Dennis Stroupe

David Cauthen

### **Greenville County**

Lottie Gibson  
Joe Dill  
Gaye Sprague

Lillian Brock Flemming  
Rev. Grady Butler  
Don Godbey

Butch Kirven  
Willis Meadows

### **Oconee County**

Sen. Thomas C. Alexander  
Bob Winchester

Reg Dexter  
Bennie Cunningham

Bill Brockington

### **Pickens County**

G. Neil Smith  
Mayor Larry Bagwell

Ensley Feemster

Margaret Thompson

### **Spartanburg County**

Rep. Mike Forrester  
Jane Hall  
Elbert S. Tillerson, Sr.

Roger Nutt  
Mayor Junie White  
Loretta Smith

Justin Bradley  
Jan Scalisi  
Thomas Foster

### **Regional Members**

Mayor Henry Jolly

Ernest Riley





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**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2016-01**

AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, AND FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017.

BE IT ORDAINED by the County Council for Oconee County, South Carolina, (the "County Council"), in accordance with the general law of the State of South Carolina and the Acts and Joint Resolutions of the South Carolina General Assembly, as follows:

**SECTION 1**

Pursuant to Section 4-9-140 of the South Carolina Code of Laws, 1976, as amended, the following amounts are hereby appropriated for the 2016-2017 fiscal year for Oconee County (the "County") for ordinary county purposes:

General Fund	\$ 44,071,254
Special Revenue Funds:	
Emergency Services Protection	\$ 1,491,000
Road Maintenance Fund	\$ 1,701,500
Tri-County Tech Operations	\$ 1,066,000
Victim Services - Sheriff's Office	\$ 141,700
Victim Services - Solicitor's Office	\$ 62,986
911 Fund	\$ 1,034,000
Capital Project Funds:	
Bridge & Culvert	\$ 450,000
Capital Lease Purchase	\$ -
Economic Development	\$ 1,133,000
Enterprise Funds:	
Rock Quarry	\$ 4,480,981
Broad Band (FOCUS)	\$ 2,716,981
Debt Service Fund	<u>\$ 2,095,210</u>
TOTAL	\$ 60,444,612

## **SECTION 2**

A tax of sufficient millage to fund the aforesated appropriations for the Oconee County Budget for the fiscal year beginning July 1, 2016 and ending June 30, 2017, after crediting against such appropriations all other unrestricted revenue anticipated to accrue to Oconee County and any fund balance budgeted to be used during said fiscal year, is hereby directed to be levied upon all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy and the Treasurer of Oconee County is herein directed to collect sufficient millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of Oconee County for the fiscal year beginning July 1, 2016 and ending June 30, 2017. The Auditor and Treasurer of Oconee County are hereby directed to fund such bond repayment sinking fund(s) as are necessary to provide for an orderly and timely payment of the debt service of Oconee County and to satisfy any debt covenants.

## **SECTION 3**

A tax of 2.1 mills to provide funding for the Tri-County Technical College Special Revenue Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The revenue from this levy is hereby appropriated, for expenditures in an amount not to exceed \$1,066,000, for support of Tri-County Technical College. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated appropriations of the Tri-County Technical College Special Revenue fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Tri-County Technical College Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

## **SECTION 4**

A tax of 2.9 mills to provide funding for the Emergency Services Protection Special Revenue Fund is hereby levied on all taxable property within the special tax district, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in an amount not to exceed \$1,491,000, for the Emergency Services Protection Special Revenue Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property within the special tax district in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Emergency Services Protection Special Revenue Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Emergency Services Protection Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

## **SECTION 5**

A tax of 2.1 mills to provide funding for the Road Maintenance Special Revenue Fund is hereby levied on all taxable property within the special tax district, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in an amount not to exceed \$1,701,500, for the Road Maintenance Special Revenue Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property within the special tax district in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Road Maintenance Special Revenue Fund

for the fiscal year beginning July 1, 2016 and ending June 30, 2017. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Road Maintenance Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

#### **SECTION 6**

A tax of 1 mill to provide funding for the Bridge and Culvert Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in an amount not exceed \$450,000, for the Bridge and Culvert Capital Project Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Bridge and Culvert Capital Project Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017 To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Bridge and Culvert Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

#### **SECTION 7**

A tax of 2.2 mills to provide funding for the Economic Development Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy, other anticipated restricted revenues, transfers, and a portion of fund balance as authorized by County Council is hereby appropriated not to exceed \$1,133,000, for the Economic Development Capital Projects Fund for projects approved by County Council. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Economic Development Capital Project Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Economic Development Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

#### **SECTION 8**

Oconee County receives certain recurring revenues that are restricted for certain purposes. These revenues are accounted for in various special revenue funds including the Victim Services-Sheriff's Office Fund, Victim Services-Solicitor's Office Fund, and 911 Fund, special revenue funds. Any surplus in these funds of the County or any moneys accruing therefrom shall be retained and accounted for in these funds and shall be carried forward from year to year as fund balances in such funds.

#### **SECTION 9**

All capital projects and multi-year grant appropriations made by prior year budget ordinances for which the respective monies have been obligated or encumbered are hereby carried forward and reappropriated, as of July 1, 2016, as a part of the budget authorized by this Ordinance.

#### **SECTION 10**

Capital projects are budgeted on a project basis instead of an annual basis and as such, unexpended appropriations for uncompleted capital projects are carried forward as a part of the budget authorized by this ordinance.

## SECTION 11

All unexpended appropriations as of June 30, 2016, except for those specifically carried forward by this ordinance shall lapse and expire and the monies involved shall revert to the fund balance of the fund from which the appropriation originated.

## SECTION 12

The County Administrator, as required by state law, shall oversee and supervise the day-to-day implementation of this budget ordinance, including the execution and delivery, on behalf of the County, of all contractual documents necessary or required for the expenditure of funds authorized by this budget ordinance, for the purposes for which such funds are so authorized. Subject to the procurement policies of the County, the County Administrator is hereby authorized to contract and enter into contracts on behalf of the County for purposes, activities and matters budgeted for herein.

## SECTION 13

The fees authorized for all county departments to charge for services of the county and to use for operations of the county are as set forth in a schedule of fees. This schedule of fees attached hereto, as **ATTACHMENT A**, is incorporated herein, by reference, as fully as if set forth verbatim herein, and adopted as part of this Ordinance and the fees are hereby approved to be charged by the appropriate county departments.

## SECTION 14

The County began contributing to retiree health benefits (the "Retiree Health Benefit Plan" or "Plan") on behalf of employees and county retirees on January 1, 1985. Several amendments to the County's Plan guidelines have occurred since that time; however nothing in these Plan amendments permits or affords grandfathering eligibility for any individual other than those outlined explicitly in the guidelines, which are hereby incorporated herein by reference, as fully as if set forth verbatim herein, and adopted as part of this Ordinance and the rates are hereby approved to be charged and administered according to the Retiree Health Plan Guidelines. The county administrator is authorized to administer this plan in accordance with these guidelines and to establish health reimbursement accounts for eligible retirees for contributory purposes for the Fiscal year beginning on July 1, 2016 and ending on June 30, 2017. **DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN MAY BE DEEMED NON-SUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH BENEFIT GUIDELINES ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) IS "AT WILL" AND THAT NO OCONEE COUNTY EMPLOYEE (EXCEPT FOR THE COUNTY ADMINISTRATOR) HAS AN EMPLOYMENT AGREEMENT OR CONTRACT, AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING WITHOUT LIMITATION, THOSE DESCRIBED IN THE PLAN IS ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.**

**SECTION 15**

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

**SECTION 16**

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

**SECTION 17**

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2016.

**SECTION 18**

The budget provisos attached hereto are hereby incorporated herein, by reference, as fully as if set forth verbatim herein, and adopted as part of this Ordinance.

Adopted in meeting duly assembled this \_\_\_ day of June, 2016.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Paul A. Cain, ESQ.,  
Chairman, Oconee County Council

ATTEST

\_\_\_\_\_  
Elizabeth G. Hulse  
Clerk to County Council

First Reading (Title Only):            May 3, 2016  
Second Reading:                        May 17, 2016  
Public Hearing:  
Third Reading:

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
BUDGET PROVISOS FOR FISCAL YEAR 2016-2017  
ORDINANCE 2016-01**

**Section 1**

The appropriations made herein shall not be exceeded without proper authority or amendment by Oconee County Council. Any officer incurring indebtedness on the part of the County in excess of the appropriations herein made shall be liable upon his official bond.

**Section 2**

The Finance Director and Treasurer of Oconee County shall prepare such separate records and books of account as may be required by the United States Government or any of its agencies or by the State of South Carolina or any of its agencies, reflecting the receipt and disposition of all funds.

**Section 3**

All purchasing and contracting for the acquisition of goods and services for County purposes shall be in accordance with procedures outlined in the County Procurement Ordinance, as codified. Subject to the provisions of Oconee County policies, whenever possible and practical, goods and services shall be purchased from firms and individuals located in Oconee County whenever goods and services of equal quality and specifications are available from local suppliers at prices less than or equal to prices submitted by nonresident suppliers.

**Section 4**

No bills or claims against Oconee County shall be approved for payment and no check will be issued for same unless such bills or claims are properly itemized showing the goods purchased or services rendered, dated as of the date of delivery of said goods and/or services and signed by the person receiving said goods or services.

**Section 5**

No officer, elected official or employee of Oconee County shall furnish any services or sell any materials or supplies to the County for pay, except upon open quote or bid in accordance with the County Procurement Ordinance, as codified.

**Section 6**

The County Council may transfer funds from any fund, department, activity or purpose to another by normal Council action, subject to all other applicable legal requirements. The County Administrator shall be authorized to transfer appropriations between departments within a fund. All transfers authorized by this section are subject to the overall appropriation limits of this Ordinance.

**Section 7**

For any equipment, vehicle or any other item that is approved in the budget as a replacement for existing items, the item being replaced will be relinquished to the Procurement Director for disposal or reassignment.

**Section 8**

The standard mileage rate reimbursed to County employees for use of their personal vehicles will be equal to the amount set, as the authorized rate, by the Internal Revenue Service, at any given time.

## Section 9

Oconee County will pay County employees a per diem for meals while traveling on County business, including travel related to training. No per diem will be paid for meals that are included in registration fees. The rates will be \$8 for breakfast, \$12 for lunch and \$15 for dinner. Per Diem for breakfast will be reimbursed if the employee is required to leave home before 7:30 a.m. Per Diem for dinner will be reimbursed if the employee returns home after 6 p.m. For non-overnight travel reimbursement for meals will be based on actual expenditures for meals, limited to the per diem amounts above. Receipts for meals will be required for reimbursements.

## Section 10

The First Fifteen Hundred Dollars (\$1500) of Oconee County building permit fees (under Community Development on the attached, and incorporated Oconee County Departmental Fees Schedule for this budget year) and related and associated Building Code fees are, to the extent permitted by law, hereby waived and set at \$0 for any Oconee County non-profit or eleemosynary entity duly recognized as such by the State of South Carolina and granted tax exempt status by the Internal Revenue Service of the United States ("IRS"), only for so long as such entity maintains such non-profit or eleemosynary status and tax exempt recognition by the IRS. All building permit fees and building code fees in excess of \$1500, per applying non-profit, eleemosynary entity per application, will be applied and collected as usual, per this budget, this proviso, and the attached, incorporated Oconee County Departmental Fees Schedule. Oconee County Council hereby determines and finds that this reduction in fees is appropriate and justified by the provision of public services which these non-profit, eleemosynary entities provide to Oconee County and the public of Oconee County – services of public use and public benefit which would otherwise have to be provided by some unit of local government.

## Section 11

Pursuant to authority given to governing bodies of South Carolina counties by the South Carolina General Assembly in Section 12-43-360 of the South Carolina Code of Laws, 1976, as amended, the Oconee County Council hereby reduces the assessment ratio otherwise applicable in determining the assessed value of general aviation aircraft subject to property tax in Oconee County to a ratio of four percent (4%) of the fair market value of such general aviation aircraft. Such assessment ratio shall apply uniformly to all general aviation aircraft subject to *ad valorem* property taxation in Oconee County. This proviso first became effective in the 2011-2012 budget ordinance and is a part of the budget ordinance beginning July 1, 2015 and ending June 30, 2016.

## Section 12

The Oconee County fund balance policy, as stated and established in Oconee County Resolution R2011-09, is hereby implemented as a part of this budget. Oconee County Council hereby sets the following amounts of fund balance for the respectively stated purposes:

Assigned funds for the Solid Waste Reserve General Fund balance:	\$2,297,700
Assigned funds for the Healthcare Reserve General Fund balance:	\$2,592,895
Assigned funds for the OPEB Reserve General Fund Balance:	\$ 735,906
Assigned funds for OJRSA Economic Development Fund:	\$1,830,000

In addition Oconee County Council hereby sets \$500,000 to be added at for the OPEB Reserve General Fund Balance at June 30, 2017.



### **Section 13**

County Council adopts the employee benefit plan and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments prior to the date hereof, attached hereto as **ATTACHMENT B** will be added at a later date.

### **Section 14**

County Council adopts the retiree health benefit plan as modified and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments prior to the date hereof, attached hereto as **ATTACHMENT C**.

### **Section 15**

Oconee County receives federal, state and local grants for specified purposes. Oconee County is hereby authorized, absent any other factor, to apply for, receive, and expend all such grants for which no local match is required or for which such funds are budgeted herein, in addition to all other authority elsewhere given, and in accordance with all other policies and directives of Oconee County. These grants, including any local match, are deemed budgeted for the specified purposes upon acceptance of such grants. These grants are budgeted for on a project basis in accordance with the grantors' terms and conditions instead of an annual basis and as such, unexpended appropriations for uncompleted grant projects are carried forward as a part of the budget authorized by this ordinance.

### **Section 16**

The Oconee County Administrator is authorized and directed to negotiate and execute, on behalf of Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, individually negotiated contracts for service and services under Oconee FOCUS, in accordance with the parameters and guidelines attached hereto as **ATTACHMENT D**.

Clarendon County, South Carolina  
 Fees Schedule  
 2015/2016 Budget

Description	Rate	FY 2015 Fees	FY 2016 Fees
<b>General County Fees</b>			
(Applicable to all departments, unless otherwise noted within the Departmental Fees below.)			
<b>Copies</b>			
8.5 X 11	Per Page	\$0.25	\$0.25
8.5 X 14	Per Page	\$0.50	\$0.50
11 X 17	Per Page	\$0.50	\$0.50
<b>County Road Maps</b>			
County Road Map (Less Than 50)	Per Map	\$7.00	\$7.00
County Road Map Base (50 or More)	Per Map	\$1.50	\$1.50
<b>Departmental Fees</b>			
<b>Animal Control</b>			
Dog Adoption Fee	Per Dog	\$75.00	\$75.00
Cat Adoption Fee	Per Cat	\$75.00	\$75.00
Horse Adoption Fee	Per Horse	\$100 - \$300	\$100 - \$300
Quarantine Fee		\$40.00	\$40.00
Owner Pick-up Fee - Cat or Dog		\$10.00	\$10.00
Boarding Fee - Cat or Dog	Per Day	\$5.00	\$10.00
Owner Pick-up Fee - Large Animal		\$50.00	\$50.00
Boarding Fee - Large Animal	Per Day	\$10.00	\$10.00
<b>Airport</b>			
T-Hanger Rental Rates	Per Month	\$145.00	\$145.00
1500 T-Hangers A, B, and D (1-27)	Per Month	\$225.00	\$225.00
New T-Hanger E (5)	Per Month	\$750.00	\$750.00
Aircraft Tie Down Rate	Per Month	\$50.00	\$50.00
Long-Term Parking Fee	Per Month, Per Vehicle	\$10.00	\$10.00
After Hour Garage Fee		\$50.00	\$50.00
Ramp Fee - Transfer Business Market Over 15,000 Pounds		\$50.00	\$50.00
Airport customers with an Clarendon Airport based corporate aircraft who purchase 100 or more gallons of Jet A fuel at one time will receive a \$0.10 per gallon discount off the County Airport's normal retail price for the Jet A fuel.	\$0.10 per gallon for 100 gallons or more (not corporate aircraft based at Clarendon Airport)	\$0.10 reduction for 100 gallons or more (only corporate aircraft based at Clarendon Airport)	
Airport customers who purchase 200 gallons or more of Jet A fuel at one time will receive a \$0.10 per gallon discount off the County Airport's normal retail price for the Jet A fuel.	\$0.10 per gallon for 200 gallons or more	\$0.10 reduction for 200 gallons or more	
<b>Auditor</b>			
Temporary Tags		\$5.00	\$5.00
<b>Community Development</b>			
Plan Station 72 of Plans to the Clarendon County Budget for this year, All Building, Demolition, and Mechanical Trades \$10,000 or Less		\$75.00	\$50.00
All Building, Demolition, and Mechanical Trades \$10,000 and Up	\$50.00 - \$1.00 for each additional \$1,000 in trade or more	\$75.00 - \$1.00 for each additional \$1,000 in trade or more	
Farm, Equestrian Structures		\$50.00	\$50.00
Manufactured Homes		\$100.00	\$100.00
Set-Up Permit (includes County Dept)		\$20.00	\$20.00
Deed Only		\$10.00	\$10.00
Man. Tractor Home De-Ed. Fee		\$10.00	\$10.00
Man. Tractor Home Moving Permit		\$10.00	\$10.00
Other Permits			
Moving Permits (Structures Other Than Manufactured Homes)		\$50.00	\$50.00
Sign Fees			
Less Than 75 Square Feet		no fee	no fee
75 Square Feet to 200 Square Feet		\$100.00	\$100.00
Greater Than 200 Square Feet		\$200.00	\$200.00
Penalties			
Warning note for work a permit is required by the Contractor and the permit is obtained and permit fee applied to the project and permit			
Re-inspection Fee - Show the charges for an inspector to conduct and determine if necessary when the inspector returns		\$50.00	\$50.00

**Deane County, South Carolina  
Fees Schedule  
2015-2016 Budget**

Description	Rate	FY 2015-Fees	FY 2016-Fees
<b>Community Development - Continued</b>			
Stop Work Order Fee - Shall be charged if the respective permit is stop work order		\$50.00	\$50.00
Commercial Plan- Review Fee		1/2 of building permit fee	1/2 of building permit fee
Basic Plan Review - New for FY 2015		\$75.00	\$75.00
Subdivision Review - Minor Subdivision - Less Than 4 Units		\$30.00	\$60.00
Subdivision Review - Minor Subdivision A to 10 Units		\$700.00	\$100.00
Subdivision Review - Major Subdivision		\$100.00	\$100.00
Communication Towers - New, Band		\$6,000.00	\$6,000.00
Communication Towers - Colocate		\$3,000.00	\$3,000.00
Communications Tower Annual Fee - New for FY 2015	Annual Fee	\$1,000.00	\$1,000.00
WiFi Tower - New for FY 2015		\$250.00	\$250.00
Group Homes		\$50.00	\$50.00
Sexually Oriented Business	Annual Fee	\$1,000.00	\$1,000.00
Sexually Oriented Business Employee	Per Employee	\$25.00	\$25.00
Sign Permit - B Board		\$100.00	\$100.00
Public Facilities		\$1,000.00	\$1,000.00
Per Board Document - Less Than 50 Pages		\$5.00	\$5.00
Per Board Document - Greater Than 50 Pages	Per Page	\$5.00 + \$0.10 per page	\$5.00 + \$0.10 per page
Documents on CD		\$1.00	\$1.50
Maps - 8.5 X 11	Each	\$5.00	\$5.50
Maps - 18 X 24	Each	\$5.00	\$5.50
Maps - 24 X 36	Each	\$7.00	\$7.50
Maps - 36 X 48	Each	\$8.00	\$8.50
Custom Mapping - Planning and Zoning Projects Only	Per Hour	\$70.00	\$80.00
New CD Building Application Fee	Per Project	\$25.00	\$25.00
Reopen, Variances, and Special Exception Application Fee		\$100.00	\$100.00
Printing Permit Fee - New for FY 2015		\$25.00	\$25.00
<b>County Board</b>			
Appeal CD	Per Event	\$5.00	\$5.00
<b>Delinquent Tax Collector</b>			
Administrative Fee		\$10.00	\$10.00
<b>GIS</b>			
Custom Products - Billed in 1/2 Hour Increments	Per Hour	\$95.00	\$95.00
Route Directory - Microsoft Access Database CD	Per CD	\$20.00	\$20.00
Custom Signs and Prints	Per Hour	\$30.00	\$35.00
GIS A - 8.5 X 11		\$5.00	\$5.50
GIS B - 11 X 17		\$5.00	\$5.50
GIS C - 15 X 24		\$5.00	\$5.50
GIS D - 24 X 36		\$7.00	\$7.50
GIS E - 36 X 48		\$8.00	\$8.50
GIS A - 8.5 X 11 (aerial imagery) New for 2015			\$5.00
GIS B - 11 X 17 (aerial imagery) New for 2015			\$5.00
GIS C - 15 X 24 (aerial imagery) New for 2015			\$7.00
GIS D - 24 X 36 (aerial imagery) New for 2015			\$7.00
GIS E - 36 X 48 (aerial imagery) New for 2015			\$8.00
Tax Map Sign with Roads		\$5.00	\$5.00
Young Professionals Council Events		\$5.00	\$5.00
<b>Library</b>			
Overdue Fines			
Books, Magazines, or Music CDs - Up to a Maximum of \$2.00	Per Day	\$2.00	\$0.50
Per Book, Magazine, or Music CD			
Videos and DVDs - Up to a Maximum of \$6.00 Per Item	Per Day, Per Item	\$1.00	\$1.00
Items Borrowed Through Inter-Library Loan		\$7.50	\$0.00
Miscellaneous			
Inter-library - Books, CDs, Videos, etc.		original price of item	original price of item
South Carolina Room Passes - (By Marjorie Kelly)		\$5.00 + price of photocopies	\$5.00 + price of photocopies
Used Library Cases		\$2.00	\$2.00
Black and White Prints		\$0.10	\$0.10
Color Prints		\$0.50	\$0.50
Out of County Card	Annually	\$50.00	\$50.00

\*All charges to patrons for Audio and Video Downloads will be at most identical with New Movies, or



**Greener County, South Carolina  
Fees Schedule  
2015-2016 Budget**

Description	Rate	FY 2015 Fees	FY 2016 Fees
<b>Map Room</b>			
Custom Topographic - 8 Hours in 1/2 Hour Increments	Per Hour	\$30.00	\$30.00
Roads Directory - Microsoft Access Database CD	Per CD	\$20.00	\$20.00
Custom Signs and Prints	Per Hour	\$30.00	\$30.00
GIS A - 8.5 X 11		\$3.00	\$3.00
GIS B - 11 X 17		\$5.00	\$5.00
GIS C - 16 X 24		\$7.00	\$7.00
GIS D - 24 X 36		\$1.00	\$1.00
GIS E - 35 X 49		\$2.00	\$2.00
GIS A - 8.5 X 11 (aerial imagery) New for 2015			\$5.00
GIS B - 11 X 17 (aerial imagery) New for 2015			\$10.00
GIS C - 16 X 24 (aerial imagery) New for 2015			\$12.00
GIS D - 24 X 36 (aerial imagery) New for 2015			\$14.00
GIS E - 35 X 49 (aerial imagery) New for 2015			\$18.00
Tax Map - Grid with Roads		\$7.00	\$7.00
Voting Precincts and Council Districts		\$2.00	\$2.00
<b>Parks, Recreation and Tourism</b>			
<b>Admission Fees (All Parks)</b>			
Daily Parking	Per Vehicle	\$2.00	\$2.00
Daily Parking	Per Boat and Trailer	\$5.00	\$5.00
Annual Pass - Calendar Year (Greener County Residents)		\$25.00	\$25.00
Annual Pass - Calendar Year (Discounted for Senior Citizen, 62+ Years Old, Legally Disabled, and Veterans)		\$15.00	\$15.00
Annual Pass - Calendar Year - Out of County, South Carolina Residents		\$40.00	\$40.00
Annual Pass - Calendar Year - Discounted for Senior Citizen, 62+ Years Old, Legally Disabled, and Veterans		\$40.00	\$40.00
<b>Camping (All Parks)</b>			
Greener County Resident	Per Night	\$10.00	\$10.00
Non Resident	Per Night	\$25.00	\$25.00
Waterfront Site - Greener County Resident	Per Night	\$25.00	\$25.00
Waterfront Site - Non Resident	Per Night	\$35.00	\$35.00
Winter Camping Rate (November 1 - February 28)	Per Night	\$15.00	\$15.00
RV camping must have current license plates Reserve may be obtained for more than one (20) days.			
<b>Building Reservations (All Parks)</b>			
Assembly space is required, but refundable if early and well in advance			
Recreation Building - 1 to 50 People	1/2 Day	\$20.00	\$20.00
Recreation Building - 51 to 100 People	1/2 Day	\$100.00	\$100.00
Recreation Building - 101 to 150 People	1/2 Day	\$150.00	\$150.00
Recreation Building - 151 to 200 People	1/2 Day	\$175.00	\$175.00
Recreation Building - 201 to 300 People	1/2 Day	\$275.00	\$275.00
Recreation Building - 301 or More People	Full Day Only	\$450.00	\$470.00
<b>Picnic Shelters</b>			
<b>Shenandoah Park</b>			
Shelter #1 - Maximum Number of 26 People	1/2 Day	\$30.00	\$30.00
Shelter #2 - Maximum Number of 26 People	1/2 Day	\$30.00	\$30.00
Shelter #3 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Shelter #4 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Shelter #5 - Maximum Number of 17 People	1/2 Day	\$30.00	\$30.00
<b>South Cove Park</b>			
Picnic	1/2 Day	\$60.00	\$60.00
<b>High Falls Park</b>			
Shelter - 1 to 50 People	1/2 Day	\$30.00	\$30.00
Shelter - 51 to 75 People	1/2 Day	\$70.00	\$70.00
Shelter - 76 to 100 People	1/2 Day	\$80.00	\$80.00
Shelter - 101 to 150 People	1/2 Day	\$90.00	\$90.00
<b>Weddings and Rehearsals</b>			
Wedding	1/2 Day	\$200.00	\$200.00
Wedding	Full Day	\$400.00	\$400.00
<b>Rehearsal Dinners and Receptions (For Off Site Weddings)</b>			
Less Than 100 People	1/2 Day	\$100.00	\$100.00
Less Than 100 People	Full Day	\$200.00	\$200.00
101 or More People		see recreation building rates	see recreation building rates
<b>Miscellaneous</b>			
Tennis	Per Hour to Reserve	\$5.00	\$5.00
Miniature Golf	Per Game	\$3.00	\$3.00
Sulphur Pond	Per Hour to Reserve	\$5.00	\$5.00
Volleyball	Per Hour to Reserve	\$5.00	\$5.00



**Georgetown, South Carolina  
 Fee Schedule  
 2015-2016 Budget**

Description	Rate	FY 2015 Fees	FY 2016 Fees
<b>-\$10000</b>			
<b>Estate and Conservatorship Fees</b>			
In estate and conservatorship proceedings, the fee shall be based upon the gross value of the decedent's property:			
(1) Property Value of Less Than \$0.000		\$25.00	\$30.00
(2) Property Value of \$0.000 to \$11,111 less Than \$70,000		\$45.00	\$45.00
(3) Property Value of \$20,000.00 But Less Than \$40,000		\$77.00	\$67.00
(4) Property Value of \$40,000.00 But Less Than \$100,000		\$15.00	\$15.00
(5) Property Value of \$100,000.00 But Less Than \$600,000		\$65.00 + 0.1% of one percent of the property value in between \$100,000 and \$600,000	\$65.00 + 0.1% of one percent of the property value in between \$100,000 and \$600,000
(6) Property Value of \$600,000.00 or Higher Amount		\$60.00 + 0.1% of one percent of the property value above \$600,000	\$60.00 + 0.1% of one percent of the property value above \$600,000
Filing Affidavit for Collection of Personal Property Under Section 62-9-1001, the Fee Prescribed in Items (1) Through (6) Above Based Upon Property Valuation Shows:		See Items (1) through (6)	See Items (1) through (6)
Filing Affidavit for Collection of Personal Property Where the Property Valuation is Less Than \$100.00		\$10.00	\$10.00
Filing Initial Petition in Any Action or Proceeding Other Than Items (1) Through (6) Above, Same Fee as Charged for Filing Civil Action in Circuit Court		\$150.00	\$150.00
Issuing Certified Copy		\$0.00 + \$0.25 per page copy fee	\$0.00 + \$0.25 per page copy fee
Issuing Unsworn/Unaffirmed Copy		\$0.00	\$0.00
Filing Demands for Notice		\$5.00	\$5.00
Filing Conservatorship Accounts		\$10.00	\$10.00
Filing Conservatorship Orders		\$5.00	\$5.00
Recording Authenticated or Certified Record		\$20.00	\$20.00
Preparing Closed Estates		\$17.50	\$22.00
Appointments of Spouse, Temporary or Successor Personal Representative		\$22.00	\$22.00
Filing and Indexing Will Under Section 62-9-201		\$10.00	\$10.00
Creating Appeal Record		\$10.00	\$10.00
<b>Marriage Fees</b>			
Marriage License - Domestic Violence Fund Fee/Each Marriage Application (\$100)		\$20.00	\$20.00
Marriage License Fee - <b>Georgetown County Resident</b>		\$10.00	\$10.00
Marriage License Fee - <b>Out of County Resident</b>		\$13.00	\$15.00
Marriage License Fee - <b>(Total Both - Georgetown Resident)</b>		\$30.00	\$30.00
Marriage License Fee - <b>(Total Both - Out of County Resident)</b>		\$40.00	\$40.00
Certified Copy of Marriage License		\$5.00	\$5.00
Filing Marriage License Affidavit		\$1.00	\$1.00
Returning or Converting Marriage Record		\$5.75	\$5.75
Issuing Separate Marriage License		\$7.75	\$8.75
Newspaper Advertisement Fees			
Recorded Court/Notarization News		\$20.00	\$25.00
Daily Journals		\$75.00	\$70.00

**Oconee County, South Carolina  
Fees Schedule  
2015-2016 Budget**

Description	Rate	FY 2015 Fees	FY 2016 Fees
<b>Signatures/Notarize</b>			
Deeds and Mortgages		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Deed Stamp		\$3.75 per \$1,000 included up to max \$500	\$3.75 per \$1,000 included up to max \$500
Returned Which Abstract, Tax Sale, or Release; Best Estate Mortgage		\$6.00 first page \$1.00 for each additional	\$6.00 first page \$1.00 for each additional
Affidavit of Missing Assignment		\$10.00	\$10.00
License, Contract of Sale, or Trust Agreement		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Sealization of New Estate Mortgage		\$5.00	\$5.00
Plan Larger Than 2.5 X 14		\$10.00	\$10.00
Plan of "Legal Size" Dimensions or Smaller		\$5.00	\$5.00
Plan Larger Than 17 X 24		\$20.00	\$20.00
All Other Paper/Recording Title or Possession of Real Estate or Personal Property and Request by Law to Be Recorded, Except Judicial Records		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Power of Attorney, Trustee Qualification or Other Affidavits		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Mechanics Liens		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Conveyance of Mortgages Lien		\$5.00	\$5.00
Uniform Commercial Code (UCC) Financing Statement Filing - 1000 or UCCs		\$8.00 more than 2 pages \$1.00 for each additional receipt \$10.00 each additional dollar more than two \$3.00; corrections \$8.00; amendments \$8.00; assignments \$8.00; cancel release \$8.00	\$8.00 more than 2 pages \$1.00 more than two receipts \$10.00 each additional dollar more than two \$2.00; corrections \$8.00; amendments \$8.00; assignments \$8.00; cancel release \$8.00
Public Finance Transaction and Manufactured Home Transactions		\$20.00	\$20.00
Copies Made \$1.00 to Certify		\$5.00 for 4 pages then \$2.00 per additional page	\$5.00 for 4 pages then \$2.00 per additional page
Copies - 5.5 X 11	Per Page	\$1.75	\$1.75
Copies - 5.5 X 14	Per Page	\$2.25	\$2.25
Copies - 11 X 17	Per Page	\$2.50	\$2.50
<b>Roads and Bridges</b>			
Sign Fee - Municipalities		materials cost	materials cost
Sign Fee - Other		2.5 times the materials cost	2.5 times the materials cost
Encroachment Fee - Residential/Commercial		\$50.00	\$50.00
Encroachment Fee - Payment for Fee (Contract City)		\$200.00 + \$10.00 per sq ft	\$210.00 + \$10.00 per sq ft
Encroachment Fee - Permit, Extension		\$10.00	\$10.00
Encroachment Fee - Re-inspection		\$50.00	\$50.00
Encroachment Fee - Long-term Work in ROW		\$80.00 + \$2.00 per linear ft	\$80.00 + \$2.00 per linear ft
Encroachment Fee - Annual Blanket Permit		\$1,000.00	\$1,000.00
Road Inspection Fee		\$1.50 per foot maximum \$500	\$1.50 per foot maximum \$500
Storm Water Fees		2.5 times the materials cost	2.5 times the materials cost



**Georgetown, South Carolina  
Fees Schedule  
2013-2018 Budget**

Description	Rate	FY 2013 Fees	FY 2014 Fees
<b>Rock Quarry</b>			
#1 Crusher Run 1 1/2"		\$8.75	\$9.50
#2 Crusher Run (Sigs Road)		\$7.00	\$7.75
#3 Sigs 3" x 5"		\$11.00	\$11.75
#4 Screenings		\$5.00	\$5.50
#5 5/8" 1"		\$10.75	\$11.50
#6 7/8" 3/4" x 1 1/2"		\$10.00	\$10.75
#7 Class A (top) 1/2" x 1"		\$12.00	\$13.25
#8 Class B (top) 3/4" x 1 1/2"		\$11.75	\$12.75
#9 Asphalt Sand		\$5.00	\$5.50
#10 Class B (top) 3/4" (Boulders Larger than 2")		\$15.00	\$16.25
#11 Por Boulders		\$21.00	\$22.75
#12 Class C (top) 1 1/2" x 2 1/2"		\$13.00	\$14.25
#16 Class D (top) 2 1/2" x 3"		\$13.25	\$14.50
<b>Soil</b>			
<b>Civil Fees:</b>			
Mechanics License	Each	\$10.00	\$10.00
Soilboxes	Each	\$10.00	\$10.00
Permits/Plans	Each	\$25.00	\$25.00
Judges/ID	Each	\$75.00	\$75.00
Wells	Each	\$25.00	\$25.00
Approval of New Service	Each	\$5.00	\$5.00
Trespass Notice	Each		\$15.00
Other	Each	\$15.00	\$15.00
<b>Miscellaneous</b>			
Public Reports	Each	\$2.00	\$2.00
Water Check	Each	\$5.00	\$5.00
Excavation	Each	\$25.00	\$25.00
<b>Solid Waste</b>			
Waste Transfer Station Tipping Fee	Per Ton	\$25.00	\$25.00
C and D Landfill Tipping Fee (State was lowered in 1996)	Per Ton	\$30.00	\$30.00
Misc	Per Service	\$10.00	\$10.00
<b>Utilities</b>			
Wireless Check Fee		\$50 for checks up to \$500 \$100 dollars for checks \$500 to \$1000 and \$150 for checks \$1000 or greater	\$50 for checks up to \$500 \$100 dollars for checks \$500 to \$1000 and \$170 for checks \$1000 or greater
<b>Treasurer</b>			
Deed Fee	Each	\$1.00	\$1.00
End Check Fee	Each	\$30.00	\$30.00
Permitment Check Fee	Each	\$35.00	\$35.00

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
RESOLUTION R2013-15**

**A RESOLUTION TO APPROVE MODIFICATIONS TO THE OCONEE COUNTY HEALTH INSURANCE PLAN AND ADOPT RETIREE HEALTH INSURANCE PLAN GUIDELINES**

**WHEREAS**, Oconee County (the "County") acting by and through the Oconee County Council ("County Council") currently pays a percentage of the total cost of health benefits for certain retirees of Oconee County Government and desires to share cost increases of such benefits with current and future retirees who are qualified by twenty (20) or more years of consecutive full-time service for Oconee County Government; and

**WHEREAS**, all current (as of the date of this resolution) retirees are grandfathered as eligible for the Retiree Health Benefit Plan described herein (the "Plan"); and

**WHEREAS**, all current employees of Oconee County with twenty (20) or more years of consecutive full-time service to Oconee County as of December 31, 2013 are hereby declared grandfathered ("Grandfathered") as potentially eligible for the Plan upon retirement; and

**WHEREAS**, the County desires to contribute a monthly subsidy to all currently Grandfathered retirees if and when they reach 65 years of age and to all current employees who are Grandfathered hereby if and when they retire and reach the age of 65 or attain eligibility for Medicare, whichever occurs later; and

**WHEREAS**, increases to the cost of the Plan will depend upon actual costs and will be based upon prevailing Consolidated Omnibus Budget Reconciliation Act (COBRA) rates; and

**WHEREAS**, due to the increasing financial burden of the Plan, Oconee County approved Plan Amendment 4-2012 which discontinued all participation in the Plan for employees whose date of hire is on or after July 1, 2010; and

**WHEREAS**, Oconee County approved Resolution R2013-09 to modify the Retiree Health Benefit Plan on May 7<sup>th</sup>, 2013 and this modification included an error; and

**WHEREAS**, this resolution is necessary to repeal R2013-09 in its entirety and supersedes and replaces R2013-09; and

**WHEREAS**, the changes contained herein will supersede and replace those sections of the provisos to the annual Oconee County Budget Ordinance 2013-01 pertaining to the Retiree Health Plan, duly adopted June 18<sup>th</sup>, 2013 and will become effective on January 1, 2014; and

**WHEREAS**, due to current and projected budget constraints these Plan modifications are necessary to keep this important retiree benefit fiscally manageable:



NOW THEREFORE IT IS HEREBY RESOLVED BY OCONEE COUNCIL, IN MEETING DULY ASSEMBLED THAT:

1. The preamble of this resolution is hereby adopted in its entirety, as findings of fact of Oconee County Council.
2. The Oconee County Council hereby approves and adopts the Oconee County Retiree Health Benefit Plan guidelines set forth in Attachment (A), hereto, which is hereby incorporated by reference as fully as if set forth verbatim herein.
3. The Oconee County Council hereby approves and adopts the Oconee County Retiree Health Benefit Plan guidelines set forth in Attachment A, hereto, which is hereby incorporated by reference as fully as if set forth verbatim herein.
4. The Oconee County Retiree Health Benefit Plan, including all revisions thereto, up to and including those contained herein and in Attachment A will be set forth, in their entirety, in the proviso of the Oconee County Budget Ordinance and attachments thereto.
5. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.
6. All orders, resolutions and enactments of Oconee County Council inconsistent herewith are to the extent of such inconsistency only, hereby repealed, revoked and rescinded.
7. This Resolution shall take effect and be in full force and effect after enactment by Oconee County Council.

APPROVED AND ADOPTED this 18th day of June, 2013.

OCONEE COUNTY, SOUTH CAROLINA

By:   
Joel Turiff, Chairman of County Council,  
Oconee County, South Carolina

ATTEST:

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

**ATTACHMENT A  
TO RESOLUTION R2013-15  
MODIFICATIONS TO RETIREE HEALTH BENEFIT PLAN (THE "PLAN")  
EFFECTIVE JANUARY 1, 2014**

1. Current Oconee County paid health benefit coverage for retirees under the Oconee County Employee Health Plan shall cease when the covered retiree or spouse, respectively, becomes Medicare eligible. This change becomes effective January 1, 2014, at which time the County will begin to contribute \$150 (\$300 monthly, if married and the spouse is covered, as described herein) on the first banking day of each month into a Health Reimbursement Account for the retiree to purchase a Medicare supplemental insurance plan, or to use for payment of out-of-pocket qualifying medical expenses. This monthly subsidy will increase annually by the lower of CPI-U (Consumer Price Index All Urban Consumers) on a September over September comparison basis, or 3% per year. This change applies to current retirees and Grandfathered Employees (as defined below) only.
2. Grandfathered Employees are defined as current employees of Oconee County who will have over twenty (20) consecutive years of Oconee County service as of December 31, 2013. Grandfathered Employees who retire prior to age 62 will be eligible for the monthly indexed subsidy described in paragraph 4, below, to be adjusted by the lessor of 3 % or the Consolidated Omnibus Budget Reconciliation Act (COBRA) rate increase up to age 65. Spouses are eligible for same level of subsidy as the Grandfathered Employee provided the spouse is on the employee's plan at the time of retirement and all applicable retiree health benefit plan contributions are paid on a timely basis.
3. Upon retirement, Grandfathered Employees will be eligible for the same retiree health benefits as described in this plan under items 1 and 2 as of January 1, 2014.
4. Non - Medicare Retirees over the age of 62:
  - a) County's explicit subsidy will partially offset the average cost of single-person coverage.
  - b) County's explicit subsidy will equal \$550/month in 2014, and will increase by the lessor of 3.0% or the COBRA rate increase each year.
  - c) Change applies to current and future retirees effective 1/1/2014.
5. Non-grandfathered employees are defined as current employees prior to July 1, 2010, who complete 20 years of consecutive service for Oconee County.
  - a) Non-grandfathered employees will not be eligible for the spousal subsidy described herein upon retirement.
  - b) Non-grandfathered employees who retire prior to age 62 will be eligible for a \$300 per month indexed subsidy up to age 62. This monthly subsidy will increase annually by the lower of CPI-U (Consumer Price Index All Urban Consumers) on a September over September comparison basis or 3% per year.
  - c) Non-grandfathered employees who retire and have attained the age of 62 will be eligible for a \$550 per month indexed subsidy to be adjusted by the lessor of 3% or the COBRA rate increase, up to age 65.
  - d) County paid health insurance coverage ceases for non-grandfathered retirees when the retiree becomes Medicare eligible.
6. Prior to attaining age 65 or becoming Medicare eligible, any retiree who has 20 consecutive years of Oconee County service and declined coverage may re-enroll in the Plan at any time in the future at an open enrollment period provided they maintained continuous coverage with a break in coverage no longer than 63 days at any given time under another health benefit plan or health insurance plan. Once entering the Plan, the rules and regulations described herein will apply to such retiree.



**Oconee County Government  
Retiree Health Plan Guidelines  
Including Changes Effective on 1/1/2014**

Oconee County Government began contributing to retiree health benefits (the "Retiree Health Benefit Plan" or "Plan") on the behalf of employees on January 1, 1985. Several amendments to the County's Plan guidelines have occurred since that time; however nothing in these Plan amendments permits or affords grandfathering eligibility for any individual other than those outlined explicitly in these current guidelines. For all groups identified in these guidelines, only actual Oconee County service is considered for the purposes of determining contribution percentages by Oconee County. No purchased service time of any kind will be considered for any group for purposes of these guidelines or retiree health benefits from Oconee County.

Oconee County offers certain limited retiree health insurance benefits to those retirees with a hire date prior to July 1, 2010 ("7-1-2010"), and who have twenty (20) or more years of continuous service with Oconee County as of December 1, 2013 (the "Grandfathered" employees), who meet the criteria specified below. This Plan as presented is subject to change and the County's ability to fund this benefit can be impacted by fiscal challenges and legislative changes. DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN AS DESCRIBED HEREIN MAY BE DEEMED NON-SUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH INSURANCE GUIDELINES DESCRIBED HEREIN OR OTHERWISE ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) IS "AT WILL" AND THAT NO OCONEE COUNTY EMPLOYEE (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) HAS AN EMPLOYMENT AGREEMENT OR CONTRACT, AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING, WITHOUT LIMITATION, THOSE DESCRIBED IN THE PLAN IS ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.

Employees hired after 6-30-2010 will not be eligible to participate in the Retiree Health Benefit Plan upon their retirement; the County will not pay any portion of their retiree health benefits and they will not be eligible to receive any County subsidy for the purposes of retiree health costs.

The following changes apply to current retirees and grandfathered (is described herein, only) employees who become retirees on or after the effective date of January 1, 2014 ("1-1-2014").

**Section 1: Covered Grandfathered Retirees; Current Grandfathered Employees; and Past Employees who have 20 Continuous Years of Service with Oconee County as of 12/31/2013 – Medicare Eligible (Post 65)**

Retiree Medicare Eligible (Post 65 years old)	Amount of Subsidy
Applies to current and future retirees w/20 years of service as of 12/31/13**	\$150/monthly (\$300 monthly if married and spouse is covered by employee's medical coverage) (subsidy would increase at the lesser of 3.0% or CPI-U (the Consumer Price Index for All Urban Consumers) increase each year (soft cap)***

**\*\*Retiree will be removed from County insurance plan and offered a subsidy once the retiree reaches age 65 or otherwise becomes Medicare eligible, whichever comes later. \*\***

**\*\*\*Spouses with medical coverage in effect as of January 1, 2014 may continue to be covered as long as the retiree is eligible under the Plan and all applicable retiree contributions are paid on a timely basis. The spouse will no longer be eligible for participation in the Retiree Health Benefit Plan once they become Medicare eligible. However, the spouse would be eligible for the monthly subsidy as long as they have been continuously covered under the plan and all applicable retiree contributions have been paid on a timely basis. Should coverage on the spouse be terminated at any time after the date of retirement of the retired employee, the spouse will not be eligible for re-enrollment; however, COBRA continuation coverage may be available.**



**Section 2: Covered Grandfathered Retirees; Current Grandfathered Employees; and Past Grandfathered Employees who have 20 Continuous Years of Service with Oconee County as of December 31, 2013 who are not 65 years old:**

Retiree Non-Medicare Eligible (Younger than 65)	Amount of Subsidy
Applies to current and future retirees w/20 years of service as of 12/31/13**	\$550/monthly (\$1,100 monthly if married and spouse is covered) (subsidy would increase annually at the lesser of 3.0% or the prevailing COBRA rate increase each year)***

**\*\*Retiree will be removed from County insurance plan and provided with a subsidy once the retiree reaches age 65 or otherwise becomes Medicare eligible, whichever occurs later. Retiree will share in the cost of future benefit plan cost increases. \*\***

**\*\*\*Spouses with medical coverage in effect as of January 1, 2014 may continue to be covered as long as the retiree is eligible under the Plan and all applicable retiree contributions are paid. The spouse will no longer be eligible for participation in the Retiree Health Benefit Plan once they become Medicare eligible. However, they would be eligible for the monthly subsidy as long as they have been continuously covered under the Plan and all applicable premiums or retiree contributions have been paid on a timely basis. Should coverage on the spouse be terminated at any time after the date of retirement of the retired employee, the spouse will not be eligible for re-enrollment; however, COBRA continuation coverage may be available.**

**Section 3: Non-Grandfathered Retirees who otherwise qualify for retiree benefits under the eligibility provisions of this Plan because of 20 Continuous Years of Service with Oconee County and who are 65 years of age and are Medicare Eligible (Post 65) will not be eligible to participate in County's Health Plan or Retiree Health Benefit Plan and will not receive a monthly subsidy.**



**Section 4: Non-Grandfathered Retirees who otherwise qualify for retiree benefits under the eligibility provisions of this Plan who have at least Twenty (20) Continuous Years of Service with Oconee County and who are 62 years of age but who are not yet Medicare eligible will be eligible to participate in Oconee's Retiree Health Benefit Plan as follows:**

Retiree Non-Medicare Eligible who are at least 62 years of age (Pre- 65)	Amount of Subsidy
Applies to current and future non-grandfathered retirees who were employed by Oconee County on or after July 1, 2010 who also have at least 20 years of continuous service with Oconee County.**	\$550/monthly (annual increase in subsidy would increase at the lesser of 3.0% or the prevailing COBRA rate increase each year. ***

**\*\*Retiree will be removed from County Retiree Health Benefit Plan once the retiree reaches age 65 or otherwise becomes Medicare eligible, whichever occurs later. Retirees will share in the cost of future benefit Plan increases until such removal. \*\***

**\*\*\*Only employees who retire after twenty (20) or more years of continuous service to Oconee County may participate in the health Plan upon retirement. A spouse will not be eligible for the Retiree Health Benefit Plan; however, COBRA continuation coverage may be available. \*\*\***

**Section 5: Non-Grandfathered Retirees who otherwise qualify for retiree benefits under the eligibility provisions of this Plan who retire prior to age 62 with 20 or more years of continuous service to Oconee County will be eligible for the following benefits:**

Non-Grandfathered Retiree who is younger than 62 years of age	Amount of Subsidy
Applies to current and future non-grandfathered retirees who were employed by Oconee County on or after July 1, 2010 who also have at least 20 consecutive years of service with Oconee County. **	\$300/monthly (subsidy would increase annually at the lesser of 3.0% or CPI- U (the Consumer Price Index for All Urban Consumers) increase each year) ***

**\*\*Retiree will be removed from County Retiree Health Benefit Plan once the retiree reaches age 65 or otherwise becomes Medicare eligible, whichever occurs later. Retirees will share in the cost of future benefit plan increases until such removal. \*\***

**\*\*\*Only non-grandfathered employees who retire with twenty (20) or more years of continuous service to Oconee County may participate in the health Plan upon retirement. A spouse will not be eligible for the health insurance Plan or retirement benefit Plan; however, COBRA continuation coverage may be available. \*\*\***

## **PLAN SUSTAINABILITY**

Oconee County offers certain limited retiree health benefits to employees who were hired prior to 7-1-2010 and have been employed with Oconee County for twenty (20) continuous years of service at the time of retirement. However, rising costs and legislative changes have resulted in changes to this plan, such as the discontinuance of the retiree Plan for employees hired subsequent to 6/30/2010, and may in the future affect the County's ability to continue this benefit. This plan as presented is subject to change in the sole discretion of the County, and the County's ability to fund this benefit can and will be impacted by budget challenges.

Oconee County offers certain limited retiree health insurance benefits to those retirees with a hire date prior to July 1, 2010 ("7-1-2010"), and who have twenty (20) or more years of continuous service with Oconee County as of December 1, 2013 (the "Grandfathered" employees), who meet the criteria specified below. This Plan as presented is subject to change and the County's ability to fund this benefit can be impacted by fiscal challenges and legislative changes.

**DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN AS DESCRIBED HEREIN MAY BE DEEMED NON-SUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH INSURANCE GUIDELINES DESCRIBED HEREIN OR OTHERWISE ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) IS "AT WILL" AND THAT NO OCONEE COUNTY EMPLOYEE (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) HAS AN EMPLOYMENT AGREEMENT OR CONTRACT, AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING, WITHOUT LIMITATION, THOSE DESCRIBED IN THE PLAN IS ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.**



**Oconee FOCUS Services Summary**  
**Version 2.3**  
**August 28, 2014**

**1. Overview**

This document provides a summary of Oconee FOCUS and available support services for local retail Internet Service Providers (ISP). In addition the document summarizes pricing guidelines for the interested retail ISP's.

**1.1. Oconee FOCUS**

***Who is Oconee FOCUS?***

Oconee FOCUS is an award-winning<sup>1</sup>, middle-mile infrastructure fiber optic network owned and operated by Oconee County, South Carolina, and spanning 252 miles. A 'middle-mile network' means that FOCUS is built to provide fiber connectivity to community anchor institutions (local government facilities, schools, libraries). Oconee FOCUS was built with funding from a Broadband Technologies Opportunity Program (BTOP) grant through the National Telecommunications & Information Administration (NTIA) awarded in 2010. The County has been providing services supporting local government, emergency services and local ISPs with their connectivity needs since completion of primary construction in 2013.

Because of efforts by Oconee FOCUS to make significant upgrades, ample improvement in Internet speeds are being realized throughout 18 distinct school buildings that house approximately 10,500 students. Prior to the upgrades, these schools received about 10 Mbps per site, and an average speed of approximately 210 Kbps per 10 students. As of July 1, 2014, each location has a 1 Gbps fiber-based connection—100 times faster than the previous connections—and an average of 21.39 Mbps per 10 students. Additionally, a simple software configuration can be implemented to enable the school administration to increase the Internet service speeds up to 40 Gbps, if desired. **The schools served by these upgrades now stand out as elite members of a cutting edge education system and are much more highly visible on the national playing field.** This would not have been possible without Oconee FOCUS.

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<sup>1</sup> Oconee FOCUS Project has earned the esteemed designation as one of The National Association of Telecommunications Officers and Advisors [NATOA] "Community Broadband Projects of the Year."

"The broadband service available to schools in Oconee County is extraordinary, and fulfills national standards<sup>2</sup> at a time when many other schools are scrambling to determine how they can possibly get this level of service. This singular partnership between the County and its schools is a model for communities throughout the country."

Steve Traylor - Executive Director and General Counsel of NATOA

***What Oconee FOCUS is NOT:***

Oconee FOCUS is **NOT** a fiber to the home (FTTH) or fiber to the premises (FTTP) network directly serving small businesses or residences.

***Who are Oconee FOCUS customers?***

Oconee FOCUS customers are the community anchor institutions including local governments, schools, and libraries. In addition, Oconee FOCUS can support local Internet service providers (ISP's). Because the Oconee FOCUS network is a middle-mile infrastructure, it does **NOT** provide services to individual customers – residential or business – also known as "last-mile" customers. To directly serve individual residential and business customers, an additional investment in a wireless or last-mile infrastructure is required. While the County is committed to assisting the ISP's to serve last-mile customers, it is not deploying necessary last-mile construction. The services Oconee FOCUS is able to provide the retail ISP's are described in later in this document. Further FOCUS is not providing services directly to business or residential customers.

***Who benefits from Oconee FOCUS?***

Everyone benefits from the FOCUS network. Because FOCUS serves schools and has the ability to serve libraries and other County-owned facilities, it positively impacts the capacity of citizens to participate in civic life activities, and enables local government to realize faster and more secure public safety communications between law enforcement, fire departments, emergency management teams and public health. Finally, it affords real savings to the County government from the cost of communication lease fees.

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<sup>2</sup> The ConnectED initiative lays out a goal of providing, within five years, speeds of no less than 100 Mbps (with a target of 1 Gbps) to schools and libraries in an effort to connect 99 percent of America's students.

## 1.2. Retail ISP Support

As a result of constructing the middle-mile fiber network, Oconee FOCUS is able to offer three core services, Metro Ethernet, GPON, and Direct Internet Access.

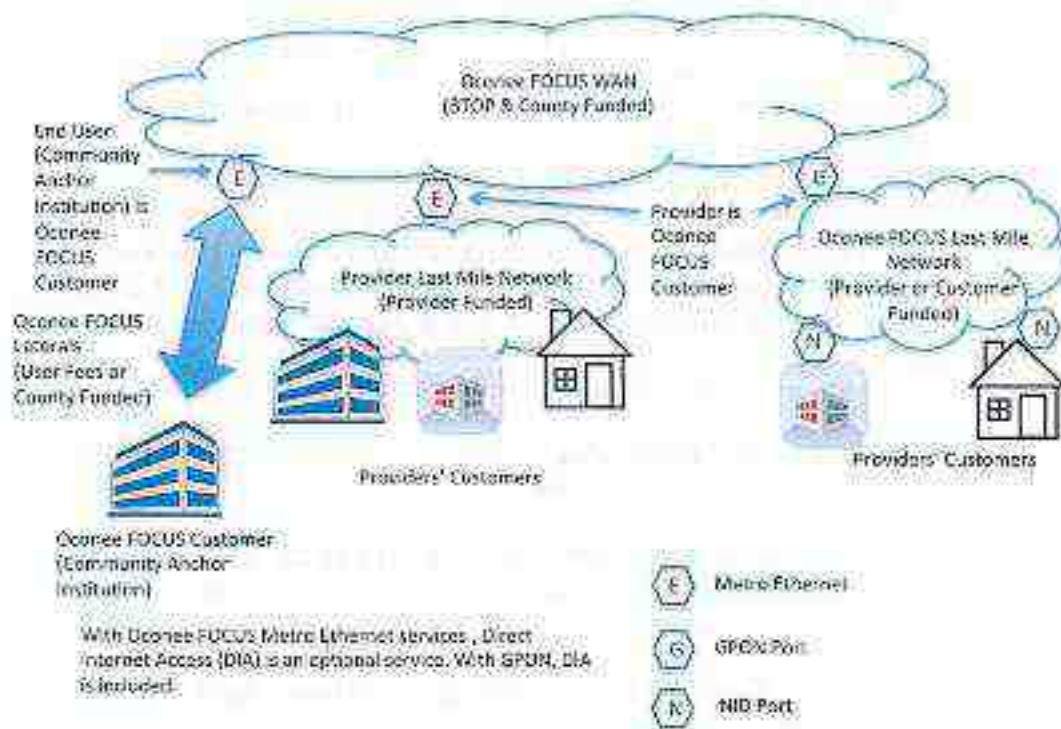
1. Metro Ethernet service for a wholesale customer (the retail provider<sup>3</sup>) or a Community Anchor Institution (CAI). This service is suited for data intensive consumers that require premium services. **Metro Ethernet is not intended for small businesses that are looking for an alternative to DSL (digital subscriber line) or cable modem data services.** Example uses include:
  - a. For use by a retail provider to serve end users.
  - b. For use by a retail provider to connect multiple customer facilities connected via Oconee FOCUS.
  - c. For use by retail providers that will distribute the Oconee FOCUS connection to multiple end users over their own last-mile networks, such as wireless.
  - d. For use by Oconee FOCUS to connect the District school facilities and other CAIs.
2. Gigabit Passive Optical Network (GPON) services for providers **servicing a cluster of residential or a cluster of small commercial facilities** over an Oconee FOCUS operated last-mile PON network. Please note that **Oconee County is not building or financing any last-mile networks on speculation.**
3. Direct Internet access (DIA) connecting to the Internet.

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<sup>3</sup> Referred to as a "provider" in this document



The Metro Ethernet and GPON services are shown in the figure below:



The Oconee FOCUS services for ISP's and CAI's will evolve as the business model and market matures.

## 2. Pricing Summary

### 2.1. Overall

All services are subject to the following conditions. The subsequent section of this document contains additional conditions along with a more detailed description of each service. Oconee FOCUS will include a complete set of conditions and prices in each contract.

1. Each contract with an Oconee FOCUS customer (CAI or a provider) is individually negotiated.
2. Oconee FOCUS will not set or publish standard "rates".

3. All BTOP<sup>4</sup>-funded portions of the network will maintain all applicable BTOP requirements.
4. Any incremental costs to connect a customer's facility to an existing Oconee FOCUS demarcation must be recovered in full with an up-front payment or a mutually agreed commitment to pay over time.
5. Any and all taxes including any potential Universal Service Fund (USF) fees are not included in quoted pricing. Any applicable taxes and USF fees are in addition and will be passed to the provider.
6. The retail provider is required to meet certain performance requirements (in process – part of the service agreement).

## **2.2. Metro Ethernet**

The core service provided by Oconee FOCUS is a Metro Ethernet connection. The Oconee FOCUS Ethernet connection is available with the following options:

- Port Rates of 1 Gbps or 10 Gbps
- Committed Interface Rates (CIR) for transport of 30 Mbps, 60 Mbps, 100Mbps, 250 Mbps, 500 Mbps, 1 Gbps, and 10 Gbps
- Each service contains an integrated "Internet component".
- Service options
  - Virtual Private Network (VPN) based on various best-effort and committed transport rates
  - Direct Internet Access (DIA)
- Contract terms of 1 year, 3 years, and 5 years available. A 3-year term is typical.

Prices are based on the distance between the circuit demarcation and the hub or another customer site (typically 0 to 10 miles, 11 to 25 miles, 26 to 35 miles, or 36 to 50 miles), service options, term of contract, and other factors. In addition volume discounts are available. For budgetary purposes pricing ranges from \$800 to \$1,500 per month for services with transport rates of 1 Gbps or lower with a 1 Gbps port.

The monthly service price does not include required fiber laterals, fiber drops, fiber splices, or customer premises equipment (CPE) costs. These costs will be included in

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<sup>4</sup> Broadband Technologies Opportunities Program administered by the NTIA (National Telecommunications and Information Administration)

a one-time set-up fee, which based on a cost-plus 10 percent calculation. Further at times Oconee FOCUS will charge a fee to cover engineering time expended in determining the approach to complete a connection.

### **2.3. GPON Services**

The Oconee FOCUS GPON platform is best suited to deliver a mid-range Internet service. The Oconee FOCUS GPON services will out perform a cable modem or DSL connection, but is not as full featured as a Metro Ethernet service.

Oconee FOCUS GPON service supports a data rate of 2.4 Gbps downstream and 1.2 Gbps upstream per GPON port. Through the use of optical splitters in the last-mile fiber plant or at a building entry, this bandwidth can be split (shared) in factors of four (4), eight (8), or thirty-two (32). In other words, on the middle-mile transport Oconee FOCUS GPON services can serve up to 32 smaller business or residential customers with one pair of middle-mile fibers.

#### *Service Features*

GPON services are specified with a “best-effort” data rate<sup>5</sup>. The standard data rates supported include:

1. Residential
  - a. 30/10 Mbps (30 Mbps downstream, 10 Mbps upstream)
  - b. 60/10 Mbps (60 Mbps downstream, 10 Mbps upstream)
  - c. 100/10 Mbps (100 Mbps downstream, 10 Mbps upstream)
2. Small Business
  - a. 30/10 Mbps (30 Mbps downstream, 10 Mbps upstream)
  - b. 60/10 Mbps (60 Mbps downstream, 10 Mbps upstream)
  - c. 100/10 Mbps (100 Mbps downstream, 10 Mbps upstream)
3. Medium Business
  - a. 30/30 Mbps (30 Mbps downstream, 30 Mbps upstream)
  - b. 60/60 Mbps (60 Mbps downstream, 60 Mbps upstream)
  - c. 100/100 Mbps (100 Mbps downstream, 100 Mbps upstream)

Service Level Agreements (SLA's) and product features with the GPON wholesale services are limited. For businesses requiring full-features including QoS (Quality-of-Service) the Metro Ethernet services are a better choice. With the Oconee FOCUS GPON services:

- No VLAN's (virtual local area networks) are supported

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<sup>5</sup> Oconee FOCUS GPON is an oversubscribed best-effort service. Oversubscription occurs at different layers including:

1. DIA; on system aggregate, not managed on a customer-by-customer basis
2. Shelf level; determined by number of connections on shelf, not managed on a customer-by-customer basis
3. Splitter output; determined by number of connections on splitter, not managed on a customer-by-customer basis



- No QoS parameters are supported
- No individual retail customer reports are provided
- No historical retail customer data is recorded or provided
- No static IP addresses are supported

Oconee FOCUS may impose capacity limits on a GPON port. Further each NID is to serve a single retail customer location; it cannot be resold to multiple retail customers or used to serve multiple premises.

Oconee FOCUS will not provide video or voice services, but will transport the retail provider's supplied video and voice content. Please note however the proposed GPON network and NIDs are not equipped to support a RF (radio frequency) video overlay. Given this, any provider delivered video package or voice service needs to be IP based. Further in the case that the provider is offering video or voice content a Oconee FOCUS Metro Ethernet service connecting the providers data center is required.

*Pricing – Monthly Services*

Oconee FOCUS GPON service is priced to support individual “split” connections, but **a minimum of 12 splitter outputs<sup>6</sup> from a given GPON port is required.**

- A full GPON port (32 splitter outputs) is priced similar (slightly higher) than a 1 Gbps Metro Ethernet service.
- For a higher per NID monthly fee, Oconee FOCUS may waive the minimum splitter outputs.
- Discount on monthly fee applied for more “densely-clustered” neighborhoods or businesses.
- Term of service is a minimum of 3 years.

The GPON edge device, which is owned and operated by Oconee FOCUS, is used to maintain and configure the Network Interface Device (NID) at each customer premises. The current software also requires that all NID's to be maintained via a central location. Given that the last-mile FTTP network connects the GPON port to the NID, this makes using the GPON approach with a non-Oconee FOCUS last-mile FTTP network impractical<sup>7</sup>. Thus, Oconee FOCUS's GPON offering also requires recovery of the cost of building out the last-mile fiber-to-the-premises (FTTP) network on a neighborhood-by-neighborhood, lateral clustering, or other clustered basis. Recovery of the FTTP investment is accomplished through a one-time build-out and connection fee (paid by the retail service provider or a group of end customers). Additional non-recurring fees include the customer drop, the NID, and the NID installation.

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<sup>6</sup> One splitter output is used to serve a NID located at the customer premises.

<sup>7</sup> Oconee FOCUS is continuing to investigate software management updates and alternatives that will allow retail providers to manage NID's on a GPON port basis. If this solution is found and implemented then Oconee FOCUS can offer GPON port access that is distributed over a retail provider owned and maintained FTTP network. If a provider is interested in this approach today- the Metro Ethernet service can be used to serve a demarcation to a retail provider last mile network.

*Roles and Responsibilities – Oconee FOCUS*

1. Oconee FOCUS owns and operates the FTTP infrastructure.
2. Oconee FOCUS will design and construct<sup>8</sup> the FTTP network. Build-out of the FTTP network starts once the retail provider makes payment to Oconee FOCUS for the build-out.
3. Oconee FOCUS, for a “clustered” group of customers, will grant the retail provider 5-year exclusive access to their funded portion of the FTTP network to deliver their services. For locations along a lateral or when the minimum splitter output requirement is not met, no exclusivity is granted.
4. Oconee FOCUS will install the customer drop, the NID, and the NID installation. Costs for this installation will be invoiced to and paid by the provider.
  - a. Oconee FOCUS responsible for preparing the NID serial number and customer address marriage file (responsible for accuracy)
  - b. Oconee FOCUS will take pre and post installation photos and record GIS coordinates of the NID installation.
5. Oconee FOCUS is responsible for conducting locates on the FTTP network and drops.
6. Oconee FOCUS provider is responsible for repair of any fiber cuts.
7. Oconee FOCUS response to the provider to a technical issue or outage is within 5 days. Time for resolution of the issue is on a best effort basis.
8. Oconee FOCUS will pay for out-of-warranty replacement/failed NID's.

*Roles and Responsibilities – Retail Provider*

1. The retail provider owns the customer relationship.
2. The retail provider is responsible for providing direct sales and marketing, content (video, dial tone, DIA, other), and direct customer support.
3. The retail provider is responsible for Tier 1 to Tier 3 customer support (Oconee FOCUS does not provide direct retail customer support. Oconee FOCUS support is only a high-level support to the provider).
4. The retail provider is responsible for any bad debt (i.e. payment to Oconee FOCUS is not dependent upon the providers ability to collect from the retail customer).
5. The retail provider is responsible for all state and federal monitoring, filing, and reporting requirements for retail ISP's.
6. The retail provider is to develop and enforce Acceptable Use Policies, which adopt Oconee FOCUS requirements.
7. The retail provider will pay Oconee FOCUS the costs for deploying the required FTTP network.
8. The retail provider will pay for (either directly or through customer connection fees) customer drop, the NID, and the NID installation.
9. The retail provider is responsible for wiring from the NID into the premises.
10. The retail provider is responsible for extending power from inside the premises to the NID (power adapter is included in the NID price).

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<sup>8</sup> Construction done with Oconee FOCUS contractor

### ***Obtaining a Quote***

The process for obtaining building-out a neighborhood (cluster) or a lateral - grouping is:

1. Provider supplies Oconee FOCUS with a detailed description of the opportunity including number of potential locations to be served, addresses, estimated take rates, and desired GPON services.
2. To receive a quote for a FTTP build-out Oconee FOCUS will charge a non-refundable one-time fee of \$1,000.
  - a. Purpose is not for revenue generation, but to limit time-consuming curiosity requests.
  - b. Upon receipt of payment, Oconee FOCUS will prepare a high-level cost estimate to complete the FTTP network to the identified locations.
3. Oconee FOCUS will then prepare a quote to the interested provider for obtaining access to the FTTP network. Quote to include:
  - a. Non-recurring Charges
    - i. Charges for premises drops, the NID, and the NID installation.
    - ii. Charges for design and construction of the FTTP network.
  - b. Monthly recurring charges for the specified GPON services

At times Oconee FOCUS may consider financing the FTTP build. In these cases financing requires a minimum of 25 percent down. The term would typically be three years and a mutually agreed upon interest rate.

### **2.4. Direct Internet Access (DIA)**

An important element of Oconee FOCUS services is direct Internet access (DIA). DIA is an option that the retail provider or a CAI can select for Metro Ethernet. DIA is provided with GPON services.



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2016-02**

AN ORDINANCE TO ESTABLISH THE BUDGET FOR THE SCHOOL DISTRICT OF OCONEE COUNTY (the "School District") AND TO PROVIDE FOR THE LEVY OF TAXES FOR THE OPERATIONS OF THE SCHOOL DISTRICT OF OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017.

BE IT ORDAINED by the County Council for Oconee County, South Carolina, (the "County Council"), in accordance with the general law of the State of South Carolina and the Acts and Joint Resolutions of the South Carolina General Assembly, as follows:

**SECTION 1**

The following amounts are hereby approved for budget purposes and appropriated for the 2016-2017 fiscal year for the School District of Oconee County:

School Operations	\$	62,783,211
School Debt	\$	16,312,266
Total School District	\$	<u>79,095,477</u>

**SECTION 2**

A tax of sufficient millage to fund the aforesated appropriations for the School District of Oconee County Budget for the fiscal year beginning July 1, 2016 and ending June 30, 2017 is hereby directed to be levied upon all taxable property in Oconee County and duly collected.

**SECTION 3**

The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy and the Treasurer of Oconee County is herein directed to collect sufficient millage on all taxable property in Oconee County on which school taxes may be levied to provide for the aforesated operations appropriations and direct expenditures of the School District of Oconee County for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

**SECTION 4**

In accordance with the Constitution and general law of the State of South Carolina, and the Acts and Joint Resolutions of the South Carolina General Assembly, the Auditor of Oconee County shall set the millage levy for the debt service requirements of the School District and the Treasurer of Oconee County shall collect sufficient millage on all taxable property in Oconee County on which school taxes may be levied to provide for the debt service requirements of the School District of Oconee County for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

**SECTION 5**

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

**SECTION 6**

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

**SECTION 7**

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2016.

Adopted in meeting duly assembled this \_\_\_ day of June, 2016.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Paul A. Cain, ESQ.,  
Chairman, Oconee County Council

ATTEST

\_\_\_\_\_  
Elizabeth G. Hulse  
Clerk to County Council

First Reading (Title Only):            May 5, 2016  
Second Reading:                        May 17, 2016  
Public Hearing:  
Third Reading:

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2016-03**

AN ORDINANCE TO PROVIDE FOR THE LEVY OF TAXES FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT AND TO ESTABLISH THE BUDGET FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017.

BE IT ORDAINED by the County Council for Oconee County, South Carolina, (the "County Council"), in accordance with the general law of the State of South Carolina, including, without limitation, Section 4-9-30, South Carolina Code, 1976, as amended and the Acts and Joint Resolutions of the South Carolina General Assembly, as follows:

**SECTION 1**

For the fiscal year beginning July 1, 2016 and ending June 30, 2017, \$698,200 is hereby appropriated for fire protection services in the Keowee Fire Special Tax District.

**SECTION 2**

A tax of sufficient millage, not to exceed 14.5 mills, to fund the aforesated appropriations for the Keowee Fire Special Tax District for the fiscal year beginning July 1, 2016 and ending June 30, 2017, after crediting against such appropriations all other unrestricted revenue anticipated to accrue to Keowee Fire Special Tax District and any fund balance budgeted to be used during said fiscal year, is hereby directed to be levied on all taxable property, eligible to be lawfully taxed for such purposes, in the Keowee Fire Special Tax District.

**SECTION 3**

The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy and the Treasurer of Oconee County is herein directed to collect sufficient millage on taxable property in the Keowee Fire Special Tax District to provide for the aforesated appropriations and direct expenditures of that Special Tax District for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

**SECTION 4**

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

**SECTION 5**

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



**SECTION 6**

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2016.

Adopted in meeting duly assembled this \_\_\_ day of June, 2016.

OCONEE COUNTY, SOUTH CAROLINA

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Paul A. Cain, ESQ.,  
Chairman, Oconee County Council

ATTEST

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Elizabeth G. Hulse  
Clerk to County Council

First Reading (Title Only):            May 3, 2016  
Second Reading:                        May 17, 2016  
Public Hearing:  
Third Reading:

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**ORDINANCE 2016-15**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT WALES; THE GRANTING OF SPECIAL SOURCE CREDIT; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

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

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

WHEREAS, Project Wales, a company duly incorporated under the laws of the State of Delaware (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 building improvements, and machinery, apparatus, and equipment, for the purpose of the development of a manufacturing facility (the "Project") in which the anticipated level of new taxable investment will be a minimum of Thirty Million Dollars (\$30,000,000) 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; and

WHEREAS, the Company has requested that the County provide a special source credit of twenty percent (20%) 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) years (the "SSC") based upon the Company's agreement to invest in new, taxable property in the Project equaling or exceeding \$30,000,000 within the initial five (5) years (following the year of the execution and delivery of the Fee Agreement) of investment, which investment will be maintained for not less than ten (10) years, with not less than Twenty-Five Million Dollars (\$25,000,000) of that new investment being maintained for the remaining term of the Fee Agreement.

WHEREAS, in the event the Project invests a total of \$60 million (inclusive of the \$30,000,000 of new investment of the preceding paragraph) in new taxable investment by the end of the fifth (5<sup>th</sup>) year following the year of execution of the Fee Agreement and agrees to maintain such investment for not less than ten (10) years with not less than Twenty-Five Million Dollars (\$25,000,000) of that new investment being maintained for the remaining term of the Fee Agreement the County agrees to increase the SSC from twenty percent (20%) to forty percent (40%) of the Company's fee in lieu of tax liability for the Project in the Park for the following ten years from the year in which the Project investment meets or exceeds Sixty Million Dollars (\$60,000,000).

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 April 19, 2016, 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 County Council 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, the Company will locate the Project within the existing multi-county industrial/business park with Pickens County pursuant to Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Park").

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

Section 1. (a) 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 manufacturing facility, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved. Further, the County agrees to provide an SSC of twenty percent (20%) of the Company's fee in lieu of tax liability for the Project in the Park for ten (10) years provided the Company agrees to invest not less than Thirty Million Dollars (\$30,000,000) in new, qualifying, taxable investment in the County by the end of the fifth (5<sup>th</sup>) year after the year of execution of the Fee Agreement, which new investment will be maintained for not less than ten (10) years, with not less than Twenty-Five Million Dollars (\$25,000,000) of the new investment being maintained for the remaining term of the Fee Agreement.

(b) Provided, if the Company invests a total of Sixty Million Dollars (\$60,000,000) (inclusive of the \$30,000,000 of new investment of the preceding paragraph) in the Project in new taxable investment by the end of the fifth (5<sup>th</sup>) year after the year of execution of the Fee Agreement and agrees to maintain such investment for not less than ten (10) years with not less than Twenty-Five Million Dollars (\$25,000,000) of that new investment being maintained for the remaining term of the Fee Agreement the County agrees to increase the SSC from twenty percent (20%) to forty percent (40%) of the Company's fee in lieu of tax liability for the Project in the Park for the following ten years from the end of the Company's tax year in which the new investment meets or exceeds Sixty Million Dollars (\$60,000,000).

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

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

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

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

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

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

**Section 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 \_\_\_ day of \_\_\_\_\_, 2016

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Paul Cain, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

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

First Reading: May 3, 2016  
Second Reading: May 17, 2016  
Public Hearing:  
Third Reading:



**FEE AGREEMENT**

**between**

**OCONEE COUNTY, SOUTH CAROLINA**

**and**

**PROJECT WALES,  
A Delaware Corporation**

**Dated as of June 1, 2016**

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

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Oconee County, South Carolina

FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of June 1, 2016, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and Project Wales (the "Company"), incorporated and existing under the laws of the State of Delaware.

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 executed by the County on May 3, 2016, the Company has agreed to acquire, expand and equip by construction, lease-purchase, lease or otherwise, a precious metal refining facility (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 new taxable investment of at least \$30,000,000 in the County within five (5) years of the end of the Company tax year in which this Agreement is executed and the \$30,000,000 level of investment in Economic Development Property (hereinafter defined) shall be maintained for the initial ten (10) years of the Fee Agreement, without regard to depreciation and a \$25,000,000 level of investment in Economic Development Property, without regard to depreciation, shall be maintained for the remaining ten (10) years of the initial term of the Fee Agreement, all being maintained in accordance with the Act.

Pursuant to an Ordinance adopted on June 7, 2016 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council authorized the County to 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 Project Wales, a corporation incorporated under the laws of the State of Delaware 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 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

"Economic Development Property" shall mean all items of 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 4.13 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 for the Project in the Park 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 May 3, 2016, authorizing the County to enter into the Fee Agreement.

"Investment Period" shall mean the period commencing January 1, 2016, 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 if the minimum statutory investment is made within the statutory period.

"Minimum Investment" shall mean that the Company shall invest in Economic Development Property under and pursuant to the Fee Agreement not less than Thirty Million Dollars (\$30,000,000) in qualifying, new taxable investment in the Project by the end of the fifth (5<sup>th</sup>) year after the year of execution of the Fee Agreement, and that \$30,000,000 of investment shall be maintained for the initial ten (10) years of the Fee Agreement, without regard to depreciation and \$25,000,000 of that investment, without regard to depreciation, shall be



maintained for the remaining ten (10) years of the initial term of the Fee Agreement, all being made and maintained in accordance with the Act.

“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 dated January 16, 2007, 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, 2041 or December 31, 2046, if an additional extension of time in which to complete the Project is hereinafter granted in writing 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 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement pursuant to Section 4.4 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 4.7 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.

“Special Source Revenue Credit” shall mean the credit against the fee in lieu of tax payments to be made by the Company to the County as authorized by Section 4-1-175 of the Code and Section 4.18 hereof.

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 Delaware, 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 precious metal refining facility 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 \$30,000,000 in qualifying new 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 understands that the Company must invest not less than Thirty Million Dollars (\$30,000,000) in Economic Development Property, subject to the fee in the Project by the end of the fifth succeeding tax year following the tax 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 Special Source Revenue Credit, as though the Minimum Investment requirements of the Act had not been met.

### 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, 2021, or, if not less than \$30,000,000 has been invested in taxable Economic Development Property on or prior to December 31, 2021, then

the County may agree 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.

**Section 3.3. Filings**

(a) On or before May 1 of each year up to and including the May 1 immediately following the preceding December 31 of the year in which the completion of the Project has occurred, including an extension of the Investment Period if granted, the Company shall provide the Oconee County Auditor with a list of all Economic Development Property as was placed in service during the year ended as of the prior December 31.

(b) The Company shall deliver to the Oconee County Auditor copies of all annual filings made with the South Carolina Department of Revenue and Taxation with respect to the Project during the term of this Agreement, not later than thirty (30) days following delivery thereof to the Department.

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

(d) The Company shall be responsible to the County (i) for filing annual tax reports to the South Carolina Department of Revenue and Taxation, (ii) for computing the fee in lieu of tax owed to the County by the Economic Development Property and (iii) for paying the fee in lieu of tax and any other amounts due hereunder to the County.

#### ARTICLE IV

##### PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax ("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, 2021, 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, 2015, which the parties believe to be 215 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 \$30,000,000 in non-exempt Economic Development Property, as required under Section 12-44-30(13) of the Act by December 31, 2021 (as such date may be extended by resolution), at the Project in the Park by that date, then beginning with the next payment due, 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 2021 (as such date may be extended by resolution) using the calculations described in this Section, over, (ii) the total net amount of payments in lieu of ad valorem taxes actually made by the Company with respect to the Project through and including 2021 (as such date may be extended by

resolution). 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 falls below \$30,000,000, during the first ten (10) years that this Fee Agreement is in effect, or below \$25,000,000 of such new investment, without regard to depreciation during the second ten (10) years that this Fee Agreement is 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 Special Source Revenue Credit will be terminated at that point at which the investment in the Project, without regard to depreciation, falls below such \$30,000,000 or \$25,000,000, respectively.

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

Section 4.6 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject to Section 4.2 and Section 4.4, hereof, the Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. The Company shall provide annual written notice to the County of the Removed Components in conjunction with the filing of the PT300 property tax form.

**Section 4.7    Damage or Destruction of Project.**

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

(b)    **Election to Rebuild.** In the event the 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 4.4, hereof. Subject to the terms and provisions of this Agreement, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c)    **Election to Remove.** In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components, subject to Section 4.2 and Section 4.4 hereof.

**Section 4.8    Condemnation.**

(a)    **Complete Taking.** If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of

a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the 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 4.4, hereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9 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 4.10 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 with legal counsel reasonably acceptable to the Indemnified Parties.

Section 4.11 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 or 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 4.12 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 4.13 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 4.13 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 4.14 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (a) Terminate the Fee Agreement or Special Source Revenue Credit or both; 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 4.15 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 4.16 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 4.17 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

Section 4.18 Special Source Revenue Credit. The County agrees that the Company shall be entitled to a Special Source Revenue Credit, 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 Twenty (20%) percent 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 \$30,000,000 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.

Provided, if the Company invests a total (inclusive of the afore stated Thirty Million Dollars



(\$30,000,000) of new investment) of Sixty Million Dollars (\$60,000,000) in the Project in new taxable investment by the end of the fifth (5<sup>th</sup>) tax year after the tax year of execution of the Fee Agreement and agrees to maintain such investment for not less than ten (10) years, with not less than Twenty-Five Million Dollars (\$25,000,000) of that new investment being maintained for the remaining term of the Fee Agreement, the County agrees to increase the Special Source Revenue Credit from twenty percent (20%) to forty percent (40%) of the Company's fee in lieu of tax liability for the Project in the Park for the ten tax years following the tax year in which the total new investment first meets or exceeds Sixty Million Dollars (\$60,000,000).

The Special Source Revenue Credit may be taken by the Company only to the extent that the Company has invested in qualifying improvements ("Qualified 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 in which the Company has invested. Based on this certification, the Treasurer of the County shall display and subtract the Special Source Revenue Credit from the fee in lieu of tax payment statement sent to the Company for the duration of the Special Source Revenue Credit as set forth above. At no time shall the aggregate of Special Source Revenue Credit received by the Company exceed the certified amount of Qualified Improvements. Should the Company fail to maintain the levels of investment in Economic Development Property, without regard to depreciation as described in Section 4.2 hereof during the term of this Agreement, the Company shall lose the benefit of any Special Source Revenue Credit granted pursuant to this Section 4.18 from the point at which such failure occurs and going forward.



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 for payment of the fees in lieu of taxes under Section 4.1, hereof, the Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.



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

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Paul Cain, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

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

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

PROJECT WALES,  
a Delaware Corporation

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

Its:

**EXHIBIT A**  
**PROJECT WALES PROPERTY**

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
**ORDINANCE 2016-16**

**AN ORDINANCE TO AMEND CHAPTER 26, ARTICLE I OF THE CODE OF ORDINANCES OF OCONEE COUNTY PERTAINING TO UNIFIED ROAD STANDARDS IN ORDER TO ESTABLISH STANDARDS FOR, AND PROCEDURES IN RELATION TO, THE ACCEPTANCE OF CERTAIN UNPAVED ROADS, WHICH DO NOT MEET THE STANDARD REQUIREMENTS FOR ACCEPTANCE INTO THE COUNTY PUBLIC ROAD SYSTEM, FOR MINIMUM IMPROVEMENT AND MINIMUM MAINTENANCE; AND OTHER MATTERS RELATED THERETO.**

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

**WHEREAS**, there exist certain unpaved Private Roads<sup>1</sup> within the County that are in dire need of repair, roads which are often impassable by emergency vehicles and/or that are otherwise dangerous, and which do not meet the standard requirements for acceptance into the County public road system. For purposes of this Ordinance, these roads are hereinafter referred to as “Substandard Roads;” and

**WHEREAS**, there exist within the County a limited number of communities or neighborhoods (hereinafter “Communities”) consisting of eleven (11) or more residences, which are served by Substandard Roads; and

**WHEREAS**, the cost of bringing certain of these Substandard Roads up to primary County standards for acceptance into the County public road system would be prohibitive for the adjacent and/or affected homeowners.

**NOW, THEREFORE, IT IS HEREBY ORDAINED** by Oconee County Council in meeting duly assembled, that:

**Section 1.** There is hereby established a class of public roads to be known as “Rudimentary Roads.”

**Section 2.** There is hereby established a Rudimentary Road Program (the “Program”) by which the County may receive and accept a limited number of Substandard Roads into the County public road system for minimal upgrade and minimal maintenance as Rudimentary Roads.

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<sup>1</sup> See O.C. Code § 26-2(c).



**Section 3. Criteria for Substandard Roads to be accepted into the Program.**

In order for a Substandard Road to be accepted into the Program it must meet the following criteria:

- A. The road must serve eleven (11) or more occupied residences.
- B. The road must be unpaved and in a state of severe disrepair, such that it may be impassable by emergency vehicles or otherwise dangerous.
- C. The County must be deeded a fifty (50) foot right-of-way easement, with language acceptable to the County, to carry out all tasks necessary herein for the length of the road to be accepted by the County. The road must be centered within the deeded right-of-way.
- D. The road must have a cul-de-sac at its termination point, if any.
- E. All property owners adjacent to, and served by, the road must agree to remove any structures, improvements, debris, etc. that exist within the right-of-way.
- F. All property owners adjacent to, and served by, the road must agree to accept the conditions and results of limited upgrade and maintenance, as well as resulting stormwater runoff.
- G. All property owners adjacent to, and served by, the road must agree that use of the road by the general public will be unrestricted.
- H. All property owners adjacent to, and served by, the road must agree to release, indemnify, and hold the County harmless from any claims or damages arising, or alleged to have arisen, from or in any way related to the Program established hereby.
- I. The road shall be subject to an emergency service access review.

**Section 4. Petition for acceptance into the Program.**

- A. The County's Roads and Bridges Department shall establish a petition containing the elements outlined in Section 3 above, to be completed and submitted by the Community requesting acceptance of a Substandard Road into the Program. The petitioning Community is solely responsible for all costs associated with compiling a complete petition, including but not limited to costs related to any necessary investigations, surveys, agreements, deeds and/or rights-of-way.
- B. The County Engineer shall review the petition and provide a "Staff Report" determining whether the petition is complete.
- C. Complete petitions, along with the Staff Report, shall be submitted to the Transportation Committee of the Oconee County Council, which in turn will provide the Staff Report to the Oconee County Council, making a recommendation as to whether the petition for acceptance into the Program should be accepted or not. Included with the recommendation will be any public comments received. The County Council shall then, in public meeting, make a determination as to whether the petition for acceptance into the Program should be approved by the County or not. If the County Council approves the petition, it shall signify so by resolution.

**Section 5. Minimal Upgrading and Maintenance Standards Established for Rudimentary Roads.**

Once accepted into the Program, the subject road will be minimally upgraded and maintained as follows:

- A. The road shall be upgraded to a width of twenty (20) feet and be centered in the fifty (50) foot right-of-way.
- B. The road's center line's vertical and horizontal alignment shall remain in roughly the same orientation as its pre-existing condition.
- C. The road surface shall be upgraded to a minimum thickness of six (6) inch compacted stone. It shall not be paved.
- D. The shoulders of the road shall extend four (4) feet from the road surface.
- E. From the edge of the shoulders there shall exist, or be constructed, eighteen (18) inch deep ditches, with a minimum 2:1 slope.
- F. There shall exist or be constructed tail ditches at frequent intervals (e.g., every four hundred (400) feet).
- G. Any existing drainage pipes shall be extended to accommodate the new road width.
- H. If the road terminates, as opposed to intersects with another public road, a cul-de-sac with an eighty (80) foot diameter shall be constructed. In this case, a deeded right-of-way of one hundred (100) feet shall also be required for the subject area.
- J. No maintenance of storm drains, pipes, ditches, culverts, catch basins, etc. will be performed by the County.
- K. Maintenance (limited to blading and stone replacement) shall be on an as needed basis but not to exceed one (1) time per calendar year, barring the need for emergency-related work as determined by the Roads and Bridges Department.
- L. Any upgrades occurring after the initial minimal upgrades performed by the County must meet current County standards for Public Roads (thus removing the subject road from the Rudimentary Road class) be approved by the County in writing, and be paid for by the residents.

**Section 6. Relation to other Ordinances, Resolutions or other Enactments.**

- A. As the provisions of this Ordinance create a distinct program by which the County may receive and accept a limited number of Substandard Roads into the County public road system for minimal upgrade and minimal maintenance as Rudimentary Roads, this Ordinance does not operate to repeal or rescind any existing ordinances, resolutions, or other enactments of the County to the extent there exist any conflicts herewith. Nonetheless, any such conflicts do not operate to preclude the effect of the provisions contained herein.
- B. To the extent any ordinance, resolution, or other enactment of the County does not conflict with the provisions and intent of this Ordinance, such ordinance, resolution, or other enactment applies here with equal force.

**Section 7. Miscellaneous.**

- A. Rudimentary Roads shall not be eligible for improvements as contemplated by O.C. Code § 26-5.
- B. Subdivisions will not be permitted / allowed along Rudimentary Roads.
- C. Additional ingress / egress encroachments along Rudimentary Roads are prohibited.
- D. Rudimentary Roads are subject to such other limitations and restrictions as the County Administrator, in his or her sole discretion, shall deem necessary for carrying out the intent of this Ordinance while not otherwise impacting the integrity or purposes of the Oconee County public road system.

**Section 8. Severability.**

Should any part or portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.

**Section 9. Effective Date.**

This Ordinance shall take effect and be in force immediately upon enactment.

Passed and approved the \_\_\_\_ day of \_\_\_\_\_ 2016.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Paul A. Cain, Council Chairman  
Oconee County, South Carolina

Attest:

\_\_\_\_\_  
Elizabeth G. Hulse  
Clerk to Council

First Reading (Title Only): May 3, 2016  
Second Reading: May 17, 2016  
Public Hearing:  
Third & Final Reading:

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2016-17**

**AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV OF THE CODE OF ORDINANCES OF OCONEE COUNTY PERTAINING TO COMMITTEES IN ORDER TO ESTABLISH THE OCONEE COUNTY AGRICULTURAL ADVISORY BOARD; AND OTHER MATTERS RELATED THERETO.**

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

**WHEREAS**, the County enjoys a rich agricultural heritage; and

**WHEREAS**, agriculture is a major economic engine for the County; and

**WHEREAS**, the agricultural interests and concerns in the County are diverse and evolving; and

**WHEREAS**, the preservation and growth of agriculture in the County is a matter of vital concern.

**NOW THEREFORE**, be it ordained by the Oconee County Council (the "Council"), in meeting duly assembled and voting, with quorum present and acting by, through, and on behalf of Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina, and upon third and final reading, the following:

**Section 1: Establishment of Oconee County Agricultural Advisory Board.**

There is hereby established the Oconee County Agricultural Advisory Board (the "Board"), purposed to aid and advise the County on all matters related to agriculture in order to ensure that the diverse agricultural interests in the County are supported and developed, that communication and cooperation among the varied agricultural concerns in the County are fostered, and that agriculture's vital role in the economy and character of the County is both maintained and developed.



## **Section 2: Membership.**

The Board shall consist of seven members appointed by the Council in accordance with the following requirements and recommendations:

1. The Board shall consist of seven (7) members, selected and appointed by a majority vote of Council, with one (1) member selected from each of the five (5) council districts and two (2) members selected at-large, without regard to district of residence. Council may receive recommendations for the two at-large seats from the County Planning Commission.
2. Each Board member's primary residence shall be located in Oconee County; and
3. Council shall endeavor to appoint, but not require candidates to be appointed from, the following:
  - a. A member of the Bee Keepers' Association;
  - b. A member of the Fruits and Vegetable Growers (Clemson Extension);
  - c. A member of the Oconee Cattlemen's Association;
  - d. A member of the Oconee Poultry Growers; and
  - e. An Oconee Soil and Water Conservation District Commissioner or designee.
4. All appointed board members shall have a demonstrated background, experience, and interest in agriculture and actively participate in one of the following areas of agriculture:
  - a. Agri-tourism
  - b. Certified organic farming
  - c. Poultry farming
  - d. Cattle farming
  - e. Fruits and/or Vegetable farming
  - f. Bee Keeping
  - g. Silviculture & Forestry operations
  - h. Aquaculture
  - i. Agri-business
  - j. Or another agricultural pursuit, as that term is commonly understood.
5. Interested candidates for the Board will be requested to complete the "Questionnaire for Board/Commission" and submit it to the Clerk to Council for distribution to Council. Council is not required to select a member from the submitted questionnaires; members of Council may directly solicit a candidate for any appointment by the Board. However, all potential candidates, whether those submitting questionnaires on their own or those solicited for appointment by members of Council, must complete the "Questionnaire for Board/Commission" and submit it to the clerk to Council for distribution to Council before being appointed to any county board or commission by any member of Council.

6. All appointments to the Board will be made upon recommendation by a Council member and an affirmative vote by full Council.

### **Section 3: Term of Members.**

1. The length of the regular term served by each member shall be four (4) years, beginning on January 1<sup>st</sup> of the year of appointment.
2. For the purposes of implementing the standards of this section and thereby establishing a reappointment/replacement schedule of the membership of the Board to staggered terms, the following shall apply:
  - a. All members appointed by Council district shall serve for the same length as the remaining term of the Council member who appointed them, after which the term of such Board members shall be equal to and coincide with the term of the Council member appointing or reappointing them, with all terms or parts thereof beginning January 1<sup>st</sup> of the year of appointment or reappointment.
  - b. The first at-large member appointed by Council after adoption of the restatement of this section shall serve for four (4) years, and the second such at-large member shall serve for two (2) years, after which the term of each such at-large member shall be four years following appointment/reappointment, with all terms or parts thereof beginning January 1<sup>st</sup> of the year of appointment or reappointment.
  - c. In the event the regular term of a member in good standing expires prior to reappointment or replacement by Council, said member shall continue to serve until his or her replacement is appointed and qualified. The date of reappointment or replacement, however, in no way alters the scheduled length of the term.

### **3. Removal.**

- a. A member who is absent from three (3) consecutive meetings or who fails to attend at least fifty (50%) of the regularly scheduled meetings of the Board within any twelve (12) calendar month period without adequate excuse, such as documented illness, shall be reported by the chairperson of the Board to Council and is subject to replacement by Council.
- b. Any member may be removed or replaced at will by majority vote of Council upon the motion of the appointing Council member, at any time, unless appointment is required by or regulated by state or federal law.
- c. Should any member of this Board move or establish residence outside the County where such member was residing at the time of the appointment to this Board, such relocation shall constitute a resignation by the member, and a replacement member shall be appointed to fill the unexpired term of such resigned member.

#### **Section 4: Organization, Meetings, Officers.**

1. **Officers:** The Board shall organize itself, electing one (1) of its members as chairman and one (1) as vice-chairman, whose terms must each be for one-year (1). The chairman and vice-chairman shall have the right to vote. The Board may appoint a secretary, who may be a member of the Board or an employee of the County. If the secretary is a member of the Board, he or she shall also have the right to vote. Vacancies in such offices by reason of death, resignation, or replacement shall be filled for the unexpired term of the officer whose position becomes vacant, in the same manner as the original election or appointment.
2. **Meetings:** The Board shall establish a meeting schedule during its first meeting of the calendar year. The Board shall meet at least once per month.
3. **By-laws:** In addition, the Board shall duly adopt such By-Laws as may be necessary for the orderly performance of its duties and functions. Any By-Laws which may be adopted by the Board for the orderly performance of its duties shall comply with all provisions of the general law of the State of South Carolina and of this Ordinance, and of all other Ordinances of Oconee County, including but not limited to the Freedom of Information Act.
4. **Staff Liaison:** The Board shall have a staff liaison to be designated by the County Administrator. The staff liaison may serve as secretary should that be the wish of the Board. It is the responsibility of the staff liaison to notify the Clerk to Council regarding resignations and/or vacancies on any board. It is also the responsibility of the staff liaison to monitor the appointment schedule and inquire and report to the Clerk to Council if current members wish to be considered for reappointment or replacement.
5. The Board shall comply with the provisions of the South Carolina Freedom of Information Act ("FOIA") and the requirements set forth in the Code of Ordinances and subsequent ordinances concerning freedom of information and the conduct of public meetings.

#### **Section 5: Powers and Duties.**

The responsibilities and duties of the Board shall be as follows:

1. To serve in an advisory role to Council on any matter concerning agriculture in order to ensure that the diverse agricultural interests in the County are supported and developed, that communication and cooperation among the varied agricultural concerns in the County are fostered, and that agriculture's vital role in the economy and character of the County is both maintained and developed;

2. To formulate plans and recommend their implementation to Council, including, but not limited to, ways to bolster agri-business, agri-tourism, and agriculture in general;
3. To make policy recommendations, through the Planning Commission, to Council regarding agricultural land use;
4. To coordinate policy development with other jurisdictions and agencies to better promote the agricultural industry; and
5. To serve as an educational and public awareness forum for agriculture-related topics.

The Board shall report directly to Council, or other appropriate advisory boards, commissions, and/or committees as appropriate and necessary in order to carry out the foregoing functions.

**Section 6: Salaries and Funding.**

Members of the Board shall not receive any salary or reimbursements related to serving on the Board.

**Section 7: Severability.**

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

Passed and approved this \_\_ day of \_\_\_\_\_ 2016.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
 Paul Cain, Chairman of County Council  
 Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
 Elizabeth Hulse, Clerk to County Council

Oconee County, South Carolina

First Reading: May 3, 2016 [title only]  
 Second Reading: May 17, 2016  
 Public Hearing:  
 Third Reading:



STATE OF SOUTH CAROLINA  
OCONEE COUNTY, SOUTH CAROLINA  
**ORDINANCE 2016-19**

**AN ORDINANCE CANCELLING, REVOKING, AND RESCINDING OCONEE COUNTY ORDINANCE 2013-22; 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"), on December 3<sup>rd</sup>, 2013, following three readings and a public hearing, finally adopted Oconee County Ordinance 2013-22, which authorized the exchange of certain real property owned by Oconee County, approximating 57 acres and located in the "Golden Corner Commerce Park" for property of similar size owned by Stone Mountain Industrial Park, Inc., having Oconee County TMS # 252-00-02-003; and

WHEREAS, County Council has since determined to revoke, cancel, repeal, and rescind Ordinance 2013-22.

NOW, THEREFORE, IT IS HEREBY ORDAINED by Oconee County Council, in meeting duly assembled, that:

1. The foregoing preamble, and all statements contained therein, are hereby adopted as findings of fact by Oconee County Council, for purposes of this Ordinance.
2. Oconee County Ordinance 2013-22 is hereby revoked, cancelled, repealed, and rescinded in its entirety.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing herein contained shall revoke or render invalid, or be interpreted as revoking or rendering invalid, *ex post facto* in any regard, any action or act undertaken and completed in accord with any such ordinance, order, resolution or action which was valid at the time undertaken and completed.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_ 2016.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Paul Cain, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

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

First Reading:            May 3, 2016  
Second Reading:        May 17, 2016  
Public Hearing:  
Third Reading:



**NOTES**  
**BUDGET, FINANCE & ADMINISTRATION COMMITTEE**  
Council Chambers, Oconee Administrative Offices, Walhalla, SC  
**May 5, 2016**

**Budget Discussions re: Oconee County FY2016-2017 Budget**

1. Handout: "***Budget Committee: Documentation for April 26, 2016 Meeting Inquires***" addressing approved changes to the budget from the April 26<sup>th</sup> meeting and issues that arose to include:
  - Other Post-Employment Benefits / ARC
  - Fire Hose Donation to Keowee Ebenezer Volunteer Department
  - PRT Seasonal Staff Analysis
  - HR Office Staff Development
  - Solid Waste Professional Services
  - Communications / Network Infrastructure
  - South Cove Lawn Mower
  - Oconee Joint Regional Sewer Authority [OJRSA] monies
  - Job Descriptions & Satisfaction of Requirements
  - Other Issues:
    - County Park Fee Competitiveness
    - Emergency Services Vehicle Replacement
2. Handout "***Oconee County Administrator's Recommended Budget: Fiscal Year 2016-2017 VERSION 2 as of April 26, 2016***".
3. Handout: "***Oconee County FY 2016-2017 Budget History Worksheet VERSION 2***" which outlines the approved changes from the April 26<sup>th</sup> meeting. Lastly, Mr. Moulder noted that the Version 2 budget reduces the mill increase to 1.32 mills from 2.1 mills.
4. Handout: "***Oconee County Administrator's Recommended Budget: Fiscal Year 2016-2017 VERSION 3 as of May 5, 2016***".
5. Handout: "***V3 Summary***" which outlines proposed changes to the budget that would allow Council to pass a budget without a millage increase. Mr. Moulder provided a disclaimer to Council noting that Version 3 is not his recommendation for FY 2016-2017 as it employs techniques that only delay the inevitable and that taking money from various funds to cover general operating expenses is not sustainable.
6. Handout: "***Fiscal Year 2017 General Obligation Bond Proposal***" He reviewed the projects and funding structure and payment schedule.

Discussion arose regarding:

- appropriateness of purchase of the Patillo property on Highway 123.
- Council asked that Mr. Moulder approach Patillo again to identify if they would be willing to consider the original land swap proposal. Mr. Moulder stated he would contact Patillo but he noted that based on Council action that he was directed to negotiate the deal and close on the property; which is scheduled for May 16, 2016.
- Local Government Funding by the State;
- the need for incremental millage increases as part of good planning and consistency;
- Oconee County's bond ratings;
- shells buildings
- concerns with transferring an additional \$400,000 from the Rock Quarry Enterprise Fund to cover general operations
- future development plan for the Rock Quarry [Mr. Moulder noted that he will present a plan within the next few months]
- debt millage and bonding

**Council directed the Administrator to incorporate Version 3 into Ordinance 2016-01 for second reading on May 17, 2016.**

Mr. Moulder requested Council identify what projects they wish to have funded through bonding prior to any additional requests for bond proposals. He noted that proposals to date have been based on Council's 2016 Strategic Plan report and not specific Council prioritization and instruction.