



Public Comment SIGN IN SHEET

November 15, 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	JENN JENNINGS	Dakway School / Resource Officers
2	Ryan Hester	
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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 Commissions appointed by Council should do so in an appropriate manner.



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

November 15, 2016 ~ ~ 6:00 p.m.

Ordinance 2016-08 "AN ORDINANCE TO **AMEND CHAPTER 38** "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO"

[Takeena Dairy Farm]

Ordinance 2016-26 "AN ORDINANCE TO **AMEND CHAPTER 38** "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO"

[Burns Mill/Sub2016-01]

Ordinance 2016-27 "AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL AND BUSINESS PARK (**SEALED AIR CORPORATION (US)**) IN CONJUNCTION WITH ANDERSON COUNTY, SUCH INDUSTRIAL AND BUSINESS PARK TO INCLUDE PROPERTY INITIALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SEC. 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO PROVIDE FOR A WRITTEN AGREEMENT WITH ANDERSON COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO"

Ordinance 2016-28 "ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND **SEALED AIR CORPORATION (US)** PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES AND OTHER MATTERS RELATED THERETO"

Ordinance 2016-29 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A **LEASE AGREEMENT** BETWEEN OCONEE COUNTY AS LESSOR AND **CHRIST CENTRAL MINISTRIES, INC.** / CHRIST CENTRAL MINISTRIES OCONEE AS LESSEE FOR A PORTION OF THE FORMER OCONEE COUNTY DETENTION CENTER LOCATED AT 300 SOUTH CHURCH STREET, WALHALLA, SOUTH CAROLINA FOR PURPOSES OF A COMMUNITY RESOURCE AND SOLUTION CENTER; AND OTHER MATTERS RELATED THERETO"

Ordinance 2016-31 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL **LEASE AGREEMENT** BETWEEN OCONEE COUNTY AS LESSOR AND KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT **207 CROOKS ROAD, SENECA, SOUTH CAROLINA**; AND OTHER MATTERS RELATED THERETO."

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

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

	Ordinance #	2016-08	2016-26	2016-37	2018-28	2016-29	2016-31
1.	1. <i>[Handwritten: 1. 10-10-16 Order, With]</i>						
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**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-08**

AN ORDINANCE TO AMEND CHAPTER 38 “ZONING” OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; 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, acting by and through its County Council (the “County Council”), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the “Act”), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended (the “Code”) to adopt zoning regulations and districts; and,

WHEREAS, Oconee County Council has heretofore, finally codified at Chapter 38 of the Oconee Code of Ordinances (the “Oconee County Code”), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

WHEREAS, subsequent to the adoption of Chapter 38 of the Oconee Code of Ordinances, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

WHEREAS, in accordance with the Act and Chapter 38, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment’s compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

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

1. Chapter 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:
 - A. The following parcels previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Agricultural District (AD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the AD in Chapter 38 of the Code.

Parcel (Tax Identification Number)

292-00-06-016	311-00-03-007	320-00-01-044	327-00-01-023
292-00-06-067	312-00-03-001	320-00-01-045	327-00-02-008
301-00-01-004	312-00-03-010	320-00-01-046	327-00-03-004
301-00-03-007	312-00-04-011	320-00-02-001	327-00-03-008
301-00-03-043	318-00-02-005	320-00-02-002	327-00-03-012
301-00-03-050	318-00-02-006	320-00-02-003	327-00-03-031
301-00-03-080	318-00-02-025	320-00-02-004	327-00-03-036
301-00-03-082	318-00-04-007	320-00-02-005	327-00-03-037
301-00-04-004	318-00-04-008	320-00-03-001	327-00-03-039
301-00-04-005	318-00-04-009	320-00-03-003	327-00-04-001
301-00-04-009	319-00-02-010	320-00-03-004	327-00-04-013
301-00-04-010	319-00-02-014	320-00-03-005	328-00-01-002
301-00-04-014	319-00-02-021	320-00-04-002	328-00-02-001
301-00-04-019	319-00-02-024	320-00-04-005	331-00-02-012
301-00-04-036	319-00-02-025	320-00-04-008	331-00-02-031
301-00-04-041	319-00-02-027	320-00-04-009	332-00-01-004
301-00-04-043	319-00-02-039	320-00-04-014	332-00-01-005
301-00-04-044	319-00-02-044	320-00-04-018	332-00-01-007
301-00-04-056	319-00-02-048	320-00-04-022	332-00-01-012
301-00-04-057	319-00-02-051	320-00-04-023	332-00-01-016
301-00-11-001	319-00-03-003	320-00-04-025	333-00-01-004
301-00-11-006	319-00-04-004	325-00-01-002	333-00-01-046
302-00-01-003	319-00-04-005	325-00-04-002	337-00-04-007
302-00-01-011	319-00-04-006	325-00-04-003	337-00-04-009
309-00-03-004	319-00-04-007	325-00-04-006	337-00-04-010
309-00-03-005	319-00-04-022	326-00-01-002	337-00-04-011
309-00-03-015	319-00-04-028	326-00-01-005	
310-00-01-004	319-00-04-030	326-00-01-010	
310-00-01-017	319-00-04-032	326-00-01-013	
310-00-02-001	319-00-05-007	326-00-02-010	
310-00-02-013	320-00-01-001	326-00-02-016	
310-00-02-023	320-00-01-002	326-00-02-028	
310-00-02-036	320-00-01-003	326-00-02-029	
310-00-02-047	320-00-01-004		
310-00-02-062		326-00-02-035	
310-00-02-087		326-00-02-036	
310-00-02-143		326-00-02-045	
310-00-04-001	320-00-01-017	326-00-02-047	
311-00-01-002	320-00-01-021	326-00-02-063	
311-00-01-003	320-00-01-023	326-00-02-087	
311-00-01-004	320-00-01-024	326-00-02-088	
311-00-01-015		326-00-02-093	
311-00-01-016	320-00-01-030	326-00-02-094	
311-00-01-021	320-00-01-036	326-00-02-104	
311-00-02-003	320-00-01-037	326-00-02-105	
311-00-02-010	320-00-01-040	327-00-01-006	
311-00-02-013	320-00-01-041	327-00-01-007	
311-00-02-019	320-00-01-042		
311-00-02-024	320-00-01-043		

B. The following parcels previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Community Commercial District (CCD), and appropriately identified as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and all associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the CCD in Chapter 38 of the Code.

Parcel (Tax Identification Number)

310-00-02-142

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. The Zoning Enabling Ordinance, Ordinance 2007-18, and Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
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.
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 15th day of November, 2016.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Paul Cain, Chairman, County Council
Oconee County, South Carolina

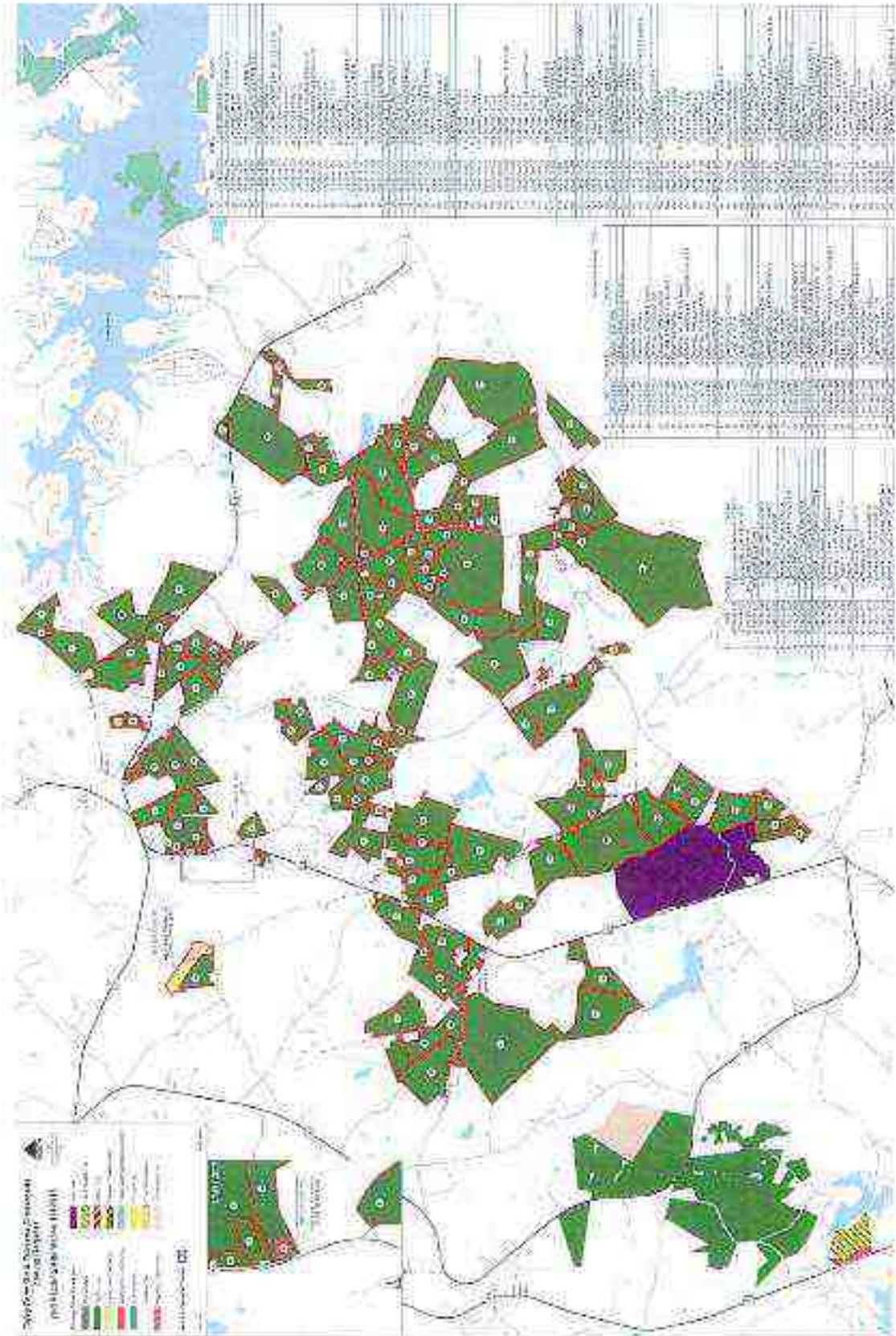
ATTEST:

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

First Reading:	September 6, 2016 [title only]
Second Reading:	October 18, 2016
Public Hearing:	November 15, 2016
Third Reading:	November 15, 2016

APPENDIX A

Parcels Rezoned by Ordinance 2016-08



OCONEE COUNTY PLANNING COMMISSION

415 South Pine Street - Walhalla, SC



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

MEMORANDUM

Date: November 15, 2016
To: Scott Moulder, County Administrator
From: Planning Commission
Re: Ordinance 2016-08 Tokeena - Dairy Farm requests

Mr. Moulder,

Before the County Council on Tuesday, November 15, 2016 is a 3rd Reading and Public Hearing for Ordinance 2016-08 Tokeena - Dairy Farm Rezoning Request.

After the 2nd Reading of Ordinance 2016-08 took place on October 18, additional input was received by staff from citizens requesting parcels be removed from the request. Because this request was made after Council action at 2nd Reading, these parcels are currently part of the ordinance. Council would need to take action to amend the ordinance to remove this parcels based on the owner's request.

The five (5) following parcels have requested to be removed from the proposal since October 18:

- 320-00-01-017
- 311-00-01-004
- 302-00-01-003
- 302-00-01-011
- 310-00-02-047

You may use this information at your discretion in assisting County Council as they consider Ord. 2016-08.

Please let me know if you have any questions.

Sincerely,

Gregory Gordos

(on behalf of Joshua A. Stephens)

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-26**

AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; 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, acting by and through its County Council (the "County Council"), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the "Act"), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended (the "Code") to adopt zoning regulations and districts; and,

WHEREAS, Oconee County Council has heretofore, finally codified at Chapter 38 of the Oconee Code of Ordinances (the "Oconee County Code"), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

WHEREAS, subsequent to the adoption of Chapter 38 of the Oconee Code of Ordinances, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

WHEREAS, in accordance with the Act and Chapter 38, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment's compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

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

1. Chapter 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:

A. The following portion of a parcel, listed below, previously zoned in the Traditional Rural District (TRD), and duly identified on the Official Zoning Map to be in the Traditional Rural District, is hereby rezoned, and shall be in the Community Commercial District (CCD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

162-00-01-041 p/o

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
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.
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 15th day of November, 2016.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Paul Cain, Chairman, County Council
Oconee County, South Carolina

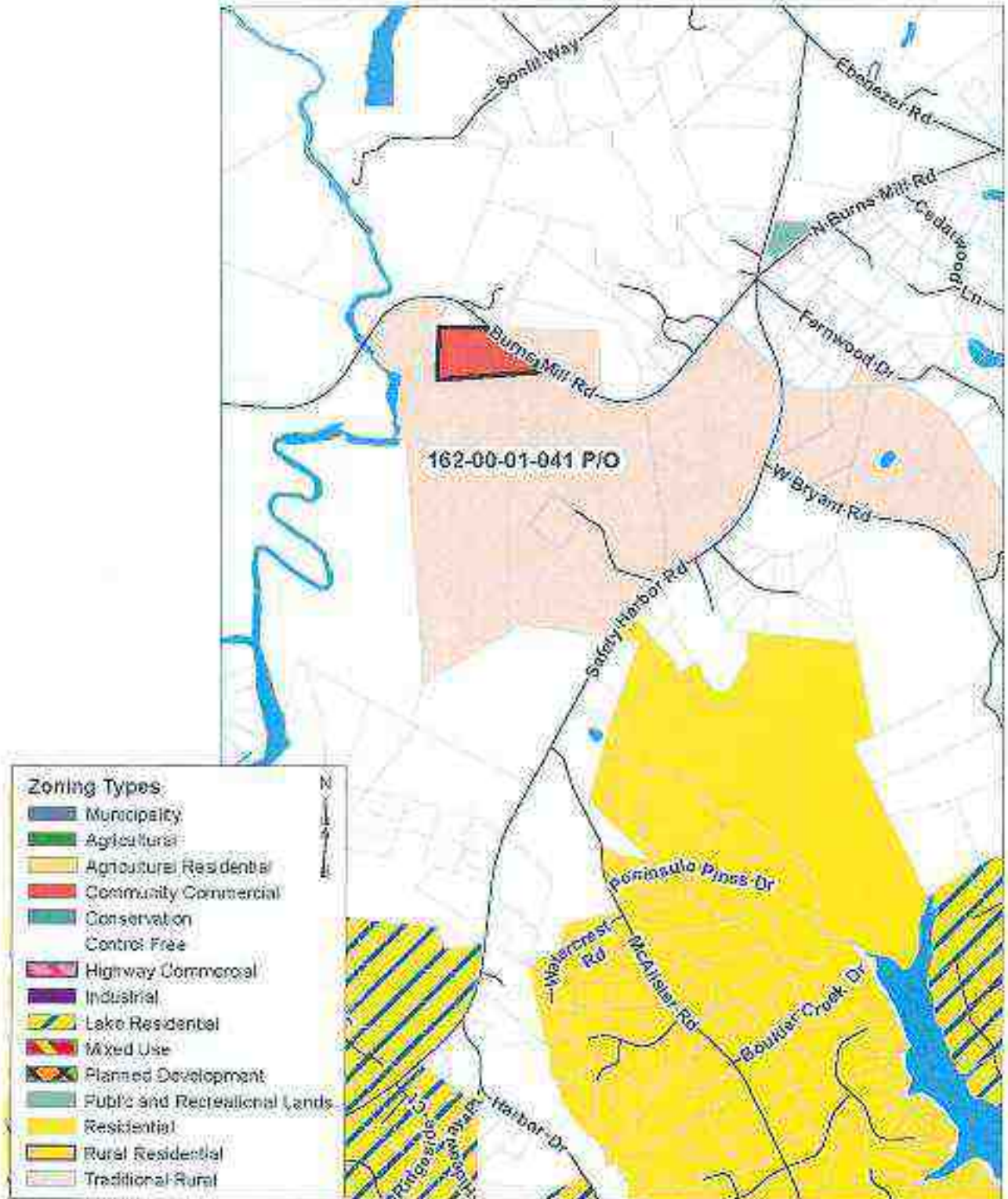
ATTEST:

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

First Reading: September 20, 2016
Second Reading: October 18, 2016
Public Hearing: November 15, 2016
Third Reading: November 15, 2016

APPENDIX A

Parcel Rezoned by Ordinance 2016-26



Cost/Benefit Analysis
Project Laser
Oconee County

Project Data

New Building (Construction)	\$	-
Existing Building	\$	-
Land Cost	\$	-
Equipment (Less Pollution Cor	\$	6,776,641
Employees		0
Avg. Hourly Wage	\$	-
Avg. Salary	\$	-
Total Direct Payroll	\$	-

Project Multipliers

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

Employment Impacts

Employment -- Direct		0
Employment -- Indirect		0
<u>Total Employment Impact</u>		0

Net Costs	Year 1	20-Year NPV
Local	\$ 21,382	\$ 115,767
<u>Total State & Local Costs</u>	<u>\$ 21,382</u>	<u>\$ 115,767</u>

Local	\$ 67,974	\$ 333,085
Local Economy	\$ 2,710,656	\$ 2,545,217
<u>Total Local Benefits</u>	<u>\$ 2,778,630</u>	<u>\$ 2,878,303</u>

	Year 1	20-Year NPV
Local Government Costs		
Fee-in-Lieu of Property Taxes	\$ 11,553	\$ 73,129
MCP Split	\$ 894	\$ 4,489
Special Source	\$ 8,936	\$ 38,149
Gov't Services	\$ -	\$ -
Education Costs	\$ -	\$ -
Site Acquisition	\$ -	\$ -
Site Preparation	\$ -	\$ -
Site Utilities	\$ -	\$ -
Special Infrastructure	\$ -	\$ -
Equipment / Machinery	\$ -	\$ -
Special Development Financing	\$ -	\$ -
Consulting/ Special Studies	\$ -	\$ -
Waived Fees / Permits	\$ -	\$ -
Streamlined Approvals	\$ -	\$ -
Total Value of Costs	\$ 21,382	\$ 115,767
Local Government Benefits		
Taxes from existing building	\$ -	\$ -
Direct Property Taxes	\$ 89,355	\$ 448,852
New Residential Prop. Taxes		
Single family - (Owner occupied)	\$ -	\$ -
Single Family - (Rental)	\$ -	\$ -
Multi-family (Rental)	\$ -	\$ -
Prop. Taxes from New Autos	\$ -	\$ -
LOST from Const. Materials	\$ -	\$ -
LOST from Increase Retail Sales	\$ -	\$ -
LOST from Operational Supplies	\$ -	\$ -
Public Utilities	\$ -	\$ -
Total Value of Benefits	\$ 89,355	\$ 448,852
Net Local Benefits	\$ 67,974	\$ 333,085
Local Benefit/Cost Ratio	3:1	3:1
Local Economy Benefits		
Total Private Sector Benefits	\$ 2,710,656	\$ 2,545,217

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2016-27

ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND SEALED AIR CORPORATION (US) PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") acting by and through its County Council (the "County Council") is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into fee agreements with any industry, with said agreements identifying certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina (the "State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally; and

WHEREAS, Sealed Air Corporation (US), a Delaware corporation (the "Company") intends to invest in the expansion of a manufacturing facility through the acquisition of land, a building, and improvements thereon (the "Land and Building"); the construction of improvements thereon and/or therein; and/or the acquisition of personal property, including, but not limited to, machinery, equipment, and furniture to be installed on and/or in the Land and Building, which would constitute a project within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be \$6,780,000 over five years (the "Project"), all as more fully set forth in the Fee Agreement attached hereto, and provided that approvals of various incentives contemplated for the Project are formalized by the State and/or County; and

WHEREAS, pursuant to an Inducement Resolution dated as of September 15, 2016, the County authorized the execution of an agreement providing for fee in lieu of tax payments; and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company (the "Fee Agreement"), which provides for fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 30 years for the Project or each component thereof placed in service during the initial investment period and any investment period extension to which the County and the Company agree and the issuance of a ten-year, 10% special source revenue credit together with a one-time, \$5,000 special source revenue credit, all as set forth in greater detail in the Fee Agreement; and

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

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

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State of South Carolina by assisting the Company to expand or locate an industrial facility in the State of South Carolina, the Fee Agreement is hereby authorized, ratified, and approved.

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

- (a) The Project will constitute a “project” as said term is referred to and defined in the 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, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.
- (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.
- (e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.
- (f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.
- (g) The benefits of the Project to the public will be greater than the costs.

Section 3. The form, terms, and provisions of the Fee Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of 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, with such 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, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby 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.

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

Section 6. 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.

(SIGNATURE PAGE TO FOLLOW)

FEE AGREEMENT

Between

OCONEE COUNTY, SOUTH CAROLINA

and

SEALED AIR CORPORATION (US)

Dated as of November 15, 2016

RECAPITULATION OF CONTENTS OF
FEE AGREEMENT PURSUANT TO S.C. CODE §12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B), to the extent that, and so long as the Company makes all filings required under the Act and provides copies thereof to the County (all as defined herein).

FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of November 15, 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 SEALED AIR CORPORATION (US), a corporation organized and existing under the laws of the State of Delaware (the "Company").

RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") authorizes the County (i) to induce industries to locate in the State; (ii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (iii) 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.

2. The Company desires to invest in the Project (as defined herein) in order to expand its manufacturing facility in the County, and the Project is anticipated to result in an investment of approximately \$6,780,000 in the County.

3. Pursuant to Section 12-44-40(I)(1) of the Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or 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 are greater than the costs.

4. The County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

5. An Ordinance that the County Council adopted contemporaneously with the date of this Fee Agreement (the "Fee Ordinance") authorizes the County and the Company to enter into a Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes, all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 The terms that this section defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

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

“Act Minimum Investment Requirement” shall mean an investment of at least \$2,500,000, each, in accordance with and as required by the Act, by the Company and any Sponsors and Sponsor Affiliates of property within the Investment Period, provided, however, that in the event of a reduction of the minimum investment level in Section 12-44-30(14) or any successor section by legislative action, then the Act Minimum Investment Requirement shall equal such reduced amount only if the County Council then in office so agrees in writing.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean Sealed Air Corporation (US) and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company in accordance with the terms hereof.

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

“County Council” shall mean the Oconee County Council, the governing body of the County.

“Department” or “SCDOR” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (i) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions

thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements and except as otherwise permitted by Section 12-44-110 of the Act.

“Industrial Development Park” shall mean an industrial or business park created pursuant to the MCIP Act.

“Infrastructure” shall mean infrastructure serving the Project, including the Improvements, to the extent that the MCIP Act permits, provided that Infrastructure shall first be deemed to include real property and infrastructure improvements prior to including any personal property, to the extent allowed by the Act.

“Infrastructure Credit” shall mean the annual infrastructure credit provided to the Company pursuant to the MCIP Act and Section 4.1(c) hereof, with respect to the Infrastructure.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“MCIP Act” shall mean Article VIII, Section 13(D) of the Constitution of the State of South Carolina, Sections 4-1-170, 4-1-172, and 4-1-175 of the Code of Laws of South Carolina, 1976, as amended, and Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one year in the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean all the Equipment, Improvements, and/or Real Property in the County that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2016 or thereafter. The Project shall not include existing buildings and improvements on the Real Property, as of the date of the commencement of the Project by the Company, and any machinery and equipment which have previously been subject to South Carolina *ad valorem* taxation, except as expressly permitted by Section 12-44-110 of the Act.

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consisting of the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto, and any improvements located thereon.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, 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 pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed 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 for any item of Equipment, any Improvement, or any Real Property previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

“Sponsor” shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project.

“Streamlined FILOT Act” shall mean Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 29th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

Section 1.2 Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.3 The term “investment” or “invest” as used herein shall include not only investments made by the Company or a Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1 Representations, Warranties, and Agreements of the County. The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates 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 and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the Act, and the County is a County that the Act authorizes to enter into fee in lieu of tax agreements with companies that satisfy the Act Minimum Investment Requirement within the County.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in South Carolina.

(d) The millage rate in Section 4.1 hereof is to be the lowest millage rate permissible under the Act, which the parties understand to be the millage rate in effect with respect to the location of the proposed Project on June 30, 2016, which the parties believe to be 215.0 mills, all as provided under Section 12-44-50(A)(1)(d) of the Act.

(e) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement and/or as a result of creating an Industrial Development Park encompassing the Project.

(f) The County will take all commercially reasonable action to include the Project in an Industrial Development Park.

Section 2.2 Representations, Warranties, and Agreements of the Company. The Company hereby represents, warrants, and agrees as follows:

(a) The Company is in good standing under the laws of the State of Delaware, is duly authorized to transact business in the State of South Carolina, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) 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 manufacturing packaging products, and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company will use commercially reasonable efforts to ensure that its total capital investment will equal or exceed the Act Minimum Investment Requirement.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company intends to invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which are anticipated to create at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County. The Company reasonably expects that it will invest some \$6,780,000 in the Project during the Investment Period.

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsors under any form of lease, but subject, in any event, to *ad valorem* property taxes in the County, absent this Fee Agreement, then such property shall, at the election of the Company, be subject to FILOT Payments to the same extent as the Company’s assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that, in the foregoing event, this Fee Agreement may be

interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith. Such leased property shall thereafter constitute a part of the Project for all purposes of this Fee Agreement, including removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Fee Agreement.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets on the applicable schedule in its annual PT-300 form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and any partner county, when the Project is placed in an Industrial Development Park, and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) 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 Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under the Act, the County and the

Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company shall make FILOT Payments on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make FILOT Payments during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the 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 determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company obtains by construction or purchase in an arms length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.
- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments, if the County approves such longer period in writing.
- Step 3: Use a fixed millage rate equal to the lowest millage rate permissible under the Act, which the parties mutually understand to be the millage rate in effect on June 30, 2016, which they believe to be 215.0 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company to make

annual fee payments, if the County approves such longer period in writing.

The Company and the County hereby agree that the Company may, upon written notice to the County, elect to have any real property valued at fair market value as provided in Section 12-44-50(A)(1)(c)(i) of the Act, if so approved by the County Council in office at such time. Such election shall be evidenced by an amendment to this Fee Agreement.

(b) The FILOT Payments shall be in lieu of all *ad valorem* tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum FILOT Payment applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined, but never at a level lower than the level prescribed herein unless so approved by the County Council then in office.

Subject to Section 6.8 hereof, in the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent hereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

(c) The County agrees that all qualifying, taxable capital expenses of the Company during the Investment Period shall qualify for a ten-year, 10% Infrastructure Credit. The Company shall receive an annual credit in an amount equal to 10% of the FILOT revenues for the Project, as provided herein, to offset the aggregate Infrastructure costs incurred. The Infrastructure Credit shall be applied as a setoff against the FILOT owed for the then current year. In addition, the County agrees to provide a one-time, \$5,000 Infrastructure Credit to be applied against the first Payment in Lieu of Tax due hereunder, such amount to be applied after the application of the 10% Infrastructure Credit referenced above.

Section 4.2 Failure to Achieve Act Minimum Investment Requirement.

(a) In the event that the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate as to such entity failing to meet the minimum investment level. In such event, the Company shall pay the County an amount (the "Additional Payment") pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes 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 Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

(b) The remedies stated herein shall be the County's sole remedies for the Company's failure to meet any required investment or job creation level.

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 Economic Development Property, or the Company otherwise utilizes Replacement Property, 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 in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall

utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however,* without regard to any and every other provision hereof, and in every event, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to receive or utilize either of the incentives provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. However, the Company will not be required to make any retroactive payment such as the Additional Payment under Section 4.2, in that case.

Section 4.5 Place of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Economic Development Property. Subject, always, to the other terms and provisions hereof, including, without limitation, and in any event, Section 4.4, hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) **Election to Terminate.** In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) **Election to Rebuild.** In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development

Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property 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 Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Economic Development Property shall be treated as Removed Components.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property 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; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement 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 Economic Development Property or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein “Confidential Information”) and that any disclosure of Confidential Information concerning the Company’s operations may 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. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these

reasons, the Company shall clearly label all Confidential Information it delivers to the County “Confidential Information.” Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the requirements of law, 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. In the event that the County is required to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.10 Assignment. If Section 12-44-120 of the Act or any successor provision requires consent to an assignment, the Company may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor’s basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

Section 4.11 No Double Payment; Future Changes in Legislation.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over the same piece of property, nor shall the Company or any Sponsor be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.4, 4.6, 4.7, 4.8, or the calculation of the Investment Period, the County agrees to give expedient and full consideration to such legislation, with a view to allow for such more favorable treatment or calculation, if so approved by the County Council then in office.

Section 4.12 Execution of Lease. The parties acknowledge that the intent of this Fee Agreement is to afford the Company the benefits of the FILOT Payments in consideration of the Company’s decision to locate the Project within the County and that this Fee Agreement has been entered into in reliance upon the validity and enforceability of the Act. In the event that a

court of competent jurisdiction holds that the Act is unconstitutional or that this Fee Agreement or agreements similar in nature to this Fee Agreement are invalid or unenforceable in any material respect, or should the parties determine that there is a reasonable doubt as to the validity or enforceability of this Fee Agreement in any material respect, then the County, upon the provision by the Company of evidence acceptable to the County that the Project is free from environmental contamination and the conveyance of marketable title to the Project to the County at the expense of the Company, agrees to lease the Project to the Company pursuant to the Streamlined FILOT Act and, to the extent permitted under the law in effect at such time, use its commercially reasonable efforts to ensure that the Company receives the benefits of the FILOT arrangement as contemplated by this Fee Agreement.

ARTICLE V

DEFAULT

Section 5.1 Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however*, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made; or

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action; or

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(i) terminate the Fee Agreement, upon 60 days' notice to the Company and any Sponsor; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company's failure to meet the Act Minimum Investment Requirement, other than as expressly set forth herein.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Fee Agreement;

(iii) withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved, to the extent allowed by law; or

(iv) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 5.3 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to 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, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY:

Sealed Air Corporation (US)

Attn: Property Tax Manager
150 Cryovac Blvd.
Seneca, SC 29678

WITH A COPY TO:

Haynsworth Sinkler Boyd, P.A.
Attn: Will Johnson
P.O. Box 11889
Columbia, SC 29211-1889

IF TO THE COUNTY:

Oconee County
Attn: Oconee County Administrator
415 South Pine Street
Walhalla, South Carolina 29691

WITH A COPY TO;

Oconee Economic Alliance
Attn: Executive Director
528 Bypass 123, Suite G
Seneca, SC 29678

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 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 6.4 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 of South Carolina.

Section 6.5 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 6.6 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 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the Act, and the maximum incentive permissible under the Act, to the extent consistent with the explicit terms hereof. 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 to effectuate most closely 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, within the provisions of the Act and the terms hereof, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, with a view toward providing the Company with the benefits of such change in the Act or South Carolina laws, if so approved, in writing, by the County Council then in office.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law. Provided, notwithstanding the foregoing language or any other provision hereof, the County shall not be obligated under any circumstances to provide credits to the Company hereunder for savings that were intended to be provided out of the millage attributable to a taxing entity other than the County (i.e., school district) if the County is not able to allocate (charge) such savings to the *ad valorem* tax or FILOT revenues allocable to such other taxing entity.

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with 30 days' notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination, shall survive such termination. In the year following such termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other with respect to its subject matter, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; *provided, however*, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 6.15 Indemnification Covenants.

(a) The Company shall and agrees to indemnify and save the County harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project during the term of the Fee Agreement, and, the Company further, shall indemnify and save the County harmless against and from all claims arising during the term of the Fee Agreement from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under the Fee Agreement, (iii) any act of negligence of the Company or any of its agents, contractors, servants, employees or licensees, (iv) any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, or (v) any environmental violation, condition, or effect. The Company shall indemnify and save the County 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 it in any such action, prosecution or proceeding with counsel reasonably acceptable to the County.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its agents, officers, or employees, shall not incur pecuniary liability by reason of the terms of the Fee Agreement, or the undertakings required of the County under the Fee Agreement, by reason of the performance of any act requested of it by the Company or by the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County, its agents, officers or employees should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with counsel reasonably acceptable to the County.

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

(Signature Page Follows)

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 Administrator or County Council Chairman and to be attested by the Clerk of the 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**

Signature: _____
Name: Paul Cain
Title: Chairman of County Council

ATTEST:

Signature: _____
Name: Elizabeth G. Hulse
Title: Clerk to County Council

SEALED AIR CORPORATION (US)

Signature: _____
Name: _____
Title: _____

**EXHIBIT A
LEGAL DESCRIPTION**

Approximately 103.51 acres, more or less, situated at 150 Cryovac Boulevard,
Tax Map Number 237-00-03-003

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2016-28

AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL AND BUSINESS PARK (SEALED AIR CORPORATION (US)) IN CONJUNCTION WITH ANDERSON COUNTY, SUCH INDUSTRIAL AND BUSINESS PARK TO INCLUDE PROPERTY INITIALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SEC. 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO PROVIDE FOR A WRITTEN AGREEMENT WITH ANDERSON COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties, the Counties have agreed to so jointly develop an industrial and business park (the "Park") (Sealed Air Corporation (US)) through the delivery by the parties of an Agreement for Development for Joint County Industrial Park dated as of December 6, 2016, as amended (collectively, the "Park Agreement");

WHEREAS, the Park Agreement, by its terms, initially includes only property in Oconee County, but contemplates the expansion of the Park by inclusion of additional parcels within the Park from time to time, pursuant to ordinances of the county councils of the Counties; and

WHEREAS, in connection with certain incentives being offered by Oconee County, the Counties now desire to enter into the Park Agreement:

BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA:

SECTION I: Oconee County is hereby authorized to develop an industrial and business park (Sealed Air Corporation (US)) jointly with Anderson County (the "Park"). The Park shall initially consist of land located only in Oconee County as authorized by Sec. 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

SECTION II: Oconee County will enter into a Park Agreement to develop the Park jointly with Anderson County in substantially the form attached hereto as Exhibit A and incorporated herein by reference. The Chairman of Oconee County Council and Oconee County Administrator are hereby each authorized to execute the Park Agreement on behalf of Oconee County, with such changes thereto as they shall deem, upon advice of counsel, necessary,

provided that such changes do not materially change the import of the matters contained in the form of agreement set forth in Exhibit A and are not adverse to Oconee County.

SECTION III: The businesses or industries located in the Park will pay a fee in lieu of *ad valorem* taxes as provided for in their respective FILOT agreements which fees will be divided between the two Counties as set forth in the Park Agreement. With respect to properties located in the Oconee County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Oconee County. That portion of such revenues allocated pursuant to the Park Agreement to Anderson County shall be thereafter paid by the Treasurer of Oconee County to the Treasurer of Anderson County as soon as practical but no later than forty-five (45) business days following the calendar quarter of receipt thereof. With respect to properties located in the Anderson County portion of the Park, if any, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Anderson County. That portion of such revenues allocated pursuant to the Park Agreement to Oconee County shall be thereafter paid by the Treasurer of Anderson County to the Treasurer of Oconee County as soon as practical but no later than forty-five (45) business days following the calendar quarter of receipt thereof. Penalties for late payment by taxpayers will be assessed at the same rate as late tax payments. Any late payment by the counties to each other beyond the dates set forth herein will accrue interest at the rate of statutory judgment interest. The counties, acting by and through the Treasurers of Anderson County and Oconee County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

SECTION IV: Any ordinances of Anderson County and Oconee County concerning zoning, health and safety regulations, and building code requirements will apply for the respective portions of the Park in Anderson County and Oconee County. In no event, for example, will the zoning, health and safety regulations, and building code requirements in Oconee County apply to property located solely in Anderson County.

SECTION V: The Sheriffs' Departments of Anderson County and Oconee County will have jurisdiction to make arrests and exercise all authority and power within the boundaries of the respective portions of the Park in Anderson County and Oconee County.

SECTION VI: Revenues generated from industries or businesses located in the Park to be retained by Oconee County pursuant to the Park Agreement shall be distributed within Oconee County in the following manner:

First, unless Oconee County elects to pay or credit the same from only those revenues which Oconee County would otherwise be entitled to receive as provided under "Third" below, to pay annual debt service on any special source revenue bonds issued by Oconee County pursuant to, or to be utilized as a credit in the manner provided in the second paragraph of, Section 4-1-175, Code of Laws of South Carolina, 1976, as amended, or any successor statutes or provisions, payable in whole or in part by or from revenues generated from any properties in the Park;

Second, to reimburse Oconee County for any expenses incurred by it in the development, operation, maintenance and promotion of the Park or the businesses located therein and to fund economic development activities (including any

incentives provided to industries and businesses) inside and outside the Park as determined by the County Council from time to time; and

Third, to taxing districts within Oconee County, in a pro-rata fashion based on comparative millage rates for the year in question of such taxing districts;

provided, that (i) all taxing districts which overlap the applicable properties in the Park shall receive some portion of the revenues generated from such properties, and all other taxing districts shall receive 0% of such revenues, unless specifically directed otherwise, herein or in other ordinances of Oconee County; (ii) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of such taxing entity; and (iii) the County may, by ordinance, from time to time, amend the distribution of the fee in lieu of tax payments to all taxing entities.

SECTION VII: This Ordinance shall supersede and amend in its entirety any other ordinances or resolutions of Oconee County Council pertaining to the Park which are inconsistent herewith, but only to the extent of such inconsistency.

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

SECTION IX: This Ordinance shall be effective after third and final reading thereof.

Passed and approved this 15th day of November, 2016.

OCONEE COUNTY, SOUTH CAROLINA

Signature: _____

Name: Paul Cain

Title: Chairman of County Council

ATTEST:

Signature: _____

Name: Elizabeth G. Hulse

Title: Clerk to County Council

First Reading: October 4, 2016 [title only]

Second Reading: October 18, 2016

Public Hearing: November 15, 2016

Third & Final Reading: November 15, 2016

Exhibit A
Form of Park Agreement

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and is binding on Anderson County and Oconee County, and their successors and assigns.

2. **Authorization.** Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in the State of South Carolina. Section 4-1-170 of the Code satisfies the conditions imposed by Article VIII, Section 13(D) of the Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. **Location of the Park.** (A) As of the date of this Agreement, the Park consists only of property located in Oconee County, as further identified in Exhibit A (Oconee) to this Agreement. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the County Councils of both Anderson County and Oconee County. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of such property in the Park. As of the date of the Agreement, no property subject to the Agreement is located within the boundaries of a municipality.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Oconee) or Exhibit B (Anderson), as the case may be, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Anderson County Council and Oconee County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Anderson County Council and by Oconee County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Anderson County Council and by Oconee County Council. Notice of such public hearings shall be published in newspapers of general circulation in Anderson County and Oconee County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D), of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* property taxes) equivalent to the *ad valorem* property taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Anderson County and Oconee County shall bear any expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in the Anderson County portion of the Park:

(1)	Anderson County	100%
(2)	Oconee County	0%

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

(1)	Anderson County	0%
(2)	Oconee County	100%

6. Allocation of Revenues. Anderson County and Oconee County shall receive an allocation of revenue generated by the Park through payment of fees in lieu of *ad valorem* property taxes (net of any special source revenue credits provided by either county) in the following proportions:

If property is in the Anderson County portion of the Park:

(1)	Anderson County	99%
(2)	Oconee County	1%

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

(1)	Anderson County	1%
(2)	Oconee County	99%

7. Revenue Allocation Within Each County. (A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* property taxes shall be distributed to Anderson County and to Oconee County, as the case may be, according to the proportions established by Paragraph 6 of this Agreement. With respect to revenues allocable to Anderson County or Oconee County by way of fees in lieu of taxes generated from property located within its own County (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and all other taxing districts shall receive 0% of such

revenues, unless specifically provided otherwise herein or in other ordinances of the Counties, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the county council of the Host County.

(B) Revenues allocable to Anderson County by way of fees in lieu of taxes generated from property located within Oconee County shall be distributed solely to Anderson County. Revenues allocated to Oconee County by way of fees in lieu of taxes generated from property located within Anderson County shall be distributed solely to Oconee County.

8. Fees in Lieu of Taxes Pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina, 1976, as Amended. It is hereby agreed that the entry by Anderson County into any one or more fee in lieu of tax agreements or infrastructure (special source revenue) credit agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina, 1976, as amended (“Agreements”), with respect to property located within the Anderson County portion of the Park and the terms of such agreements shall be at the sole discretion of Anderson County. It is further agreed that entry by Oconee County into any one or more Agreements with respect to property located within the Oconee County portion of the Park and the terms of such agreements shall be at the sole discretion of Oconee County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to Anderson County and Oconee County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 6 and 7 of this Agreement.

10. Severability. To the extent, and only to the extent, that any provision or any part of a provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

11. South Carolina Law Controlling. This Agreement has been entered into in the State of South Carolina and shall be governed by and construed in accordance with South Carolina law.

12. Counterpart Execution. This Agreement may be executed in multiple counterparts.

13. Termination. Notwithstanding any provision of this Agreement to the contrary, Anderson County and Oconee County agree that this Agreement may be terminated only upon approval of an ordinance to that effect by the governing body of each county. Notwithstanding the foregoing, this Agreement may not be terminated to the extent that either Anderson County or Oconee County has outstanding contractual commitments to any owner or lessee of property located in the Park requiring designation of such property as part of a multi-county industrial or

business park pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), unless such County shall first (i) obtain the written consent of such owner or lessee or (ii) designate such parcel as part of another multi-county industrial or business park pursuant to the Act effective immediately upon termination of this Agreement.

IT IS HEREBY AGREED.

OCONEE COUNTY, SOUTH CAROLINA

Signature: _____
Name: _____
Title: _____

ATTEST:

Signature: _____
Name: Elizabeth G. Hulse
Title: Clerk to County Council

ANDERSON COUNTY, SOUTH CAROLINA

Signature: _____
Name: _____
Title: _____

ATTEST:

Signature: _____
Name: Kimberly A. Poulin
Title: Clerk to County Council

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A
OCONEE COUNTY PROPERTY
PROJECT LASER PROPERTY

EXHIBIT B

ANDERSON COUNTY PROPERTY

None as of _____, 2016

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-29

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND CHRIST CENTRAL MINISTRIES, INC. / CHRIST CENTRAL MINISTRIES OCONEE AS LESSEE FOR A PORTION OF THE FORMER OCONEE COUNTY DETENTION CENTER LOCATED AT 300 SOUTH CHURCH STREET, WALHALLA, SOUTH CAROLINA, FOR PURPOSES OF A COMMUNITY RESOURCE AND SOLUTION CENTER; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the County currently desires to execute and enter into a Lease Agreement (the “Lease”) with Christ Central Ministries, Inc. and Christ Central Ministries Oconee (collectively “Lessee”) for a portion of the former Oconee County Detention Center located at 300 South Church Street, Walhalla, South Carolina (the “Premises”);

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

WHEREAS, Lessee endeavors to assess community needs and identify resources to address those needs in areas including, but not limited to, drug and alcohol recovery, poverty, homelessness, re-integration, and emergency assistance and accommodations;

WHEREAS, the County and the Oconee County Sheriff’s Office have sought assistance in addressing the foregoing problems; and

WHEREAS, the Premises are suitable for and will be used as a community resource and solution center for the provision of transitional housing, emergency shelter, substance abuse recovery programs, resource and solution education, life skill/certification courses, among other similar and/or closely related activities, all for the general good of the public.

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

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

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

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

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

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

ORDAINED in meeting, duly assembled, this 15th day of November, 2016.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading: October 18, 2016 [title only]
Second Reading: November 1, 2016
Public Hearing: November 15, 2016
Third & Final Reading: November 15, 2016

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

REAL PROPERTY LEASE AGREEMENT

THIS REAL PROPERTY LEASE AGREEMENT ("Lease") is made and entered into as of this ___ day of _____, 2016 (the "Effective Date") by and between OCONEE COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina ("Lessor"), and Christ Central Ministries, Inc., a 501(c)(3) nonprofit corporation ("CCM") along with Christ Central Ministries Oconee ("CCM Oconee") (collectively "Lessee"). CCM and CCM Oconee shall be jointly and severally obligated, bound, and otherwise responsible for the proper fulfillment of all terms of this Lease.

1. **Premises:** Lessor leases to Lessee the following described property ("Premises"), situated in the City of Walhalla, County of Oconee, State of South Carolina: A portion of the former Oconee County Detention Center, located at 300 South Church Street, Walhalla, South Carolina, as shown on the incorporated diagram attached hereto as Exhibit "A" and incorporated by reference.
2. **Consideration:** As outlined below, in return for Lessor providing use of the Premises and reasonable utilities, Lessee shall operate a community resource and solution center, to include transitional housing, emergency shelter, substance abuse recovery programs, resource and solution education, life skill/certification courses, among other similar and/or closely related activities, all for the general good of the public ("Permitted Uses"). In the event Lessor deems that Lessee is not carrying out its operations consistent with the Permitted Uses, there shall be a failure of consideration, constituting a default and allowing for immediate termination.
3. **Term and Certain Conditions:** The term of this Lease shall commence _____, 2016 and end _____, 2017 (the "Lease Term"). It is expressly understood and agreed by the parties with reference to the tenancy created, as follows:
 - a. Lessee shall operate and maintain a community resource and solution center for the purposes of carrying out the Permitted Uses. The Premises shall be used for no other purposes.
 - b. Lessee shall plan and operate its program at the Premises so that it will not exclude any potential beneficiary of Lessee's services because of race, nationality, or religious convictions.
 - c. Lessee shall plan and operate its program at the Premises for the purpose of benefiting the public generally and not for the primary benefit of any private individual or individuals.
 - d. As the needs of the community shall be given primary consideration in the planning of the Lessee's program at the Premises, the parties agree that joint staff meetings shall be held at reasonable intervals between representatives of the

Lessor and the Lessee, to facilitate mutual cooperation and make possible regular reexamination of Lessee's use of the Premises. This paragraph does not restrict Lessor's access to the Premises.

- e. Lessee shall have a staff person present at the premises whenever Lessee's program is in operation.
 - f. Lessee shall not allow "walk-in" patrons, loitering about the Premises, or any activity that would disrupt the quiet, peace, and/or enjoyment of the surrounding community.
 - g. Lessee's operations shall be conducted in strict compliance with the procedures and purposes of Lessee's program as delineated on Exhibit "B" attached hereto and incorporated herein, entitled "Hope and Future Resource and Solution Center."
 - h. Lessee shall keep a current and complete database, tracking all important information on all of its clients. Attached hereto as Exhibit "C" is a document titled "MissionTracker Features." Lessee shall use a database of similar quality and form, tracking the same information as outlined in Exhibit C.
 - i. Lessee shall permit no greater number of persons to occupy the Premises than is permitted by applicable code requirements.
 - j. If Lessee fails to abide by and conform to the terms of this Lease, with specific reference being made to the requirements of this Section 3, including all subparts and attachments, Lessor may immediately terminate this Lease, at its sole discretion.
 - k. The Lease Term may be extended or renewed upon mutual written agreement by Lessor and Lessee.
4. **Redelivery of the Premises:** Lessee will at the expiration of the term, or upon any sooner termination, quit and deliver up the Premises to Lessor peacefully, quietly, and in good order and condition, with reasonable use and wear excepted.
 5. **Utilities and Services Provided by Lessor:** Lessor shall furnish and supply for the Premises the following utilities: heat, water, gas, and electricity. Lessee's consumption of such utilities must remain within reasonable limits as determined by Lessor.
 6. **Maintenance and Repairs Provided by Lessor:** Lessor shall not be responsible for any maintenance or repairs to the Premises. Yet, Lessor shall have the right, though not the obligation, to make any alterations or improvements to the Premises, so long as such do not unreasonably interfere with the operations of Lessee.
 7. **Maintenance, Repairs, and Upkeep Provided by Lessee:**
 - a. Lessee shall be responsible for all necessary repairs and maintenance to the exterior and interior of the Premises, including all structural, mechanical, electrical, plumbing, and building envelope components of the Premises, as made necessary by the activities of Lessee.

- b. Lessee shall keep the exterior and interior of the Premises in a clean and sanitary condition and shall be responsible for any abuse and destruction of property and equipment not due to ordinary wear and tear.
 - c. Lessee shall be solely responsible for ensuring that the Premises and Lessee's use thereof are in compliance with all building and municipal or other governmental or legal codes, regulations, and requirements.
- 8. **Improvements and Alterations**: Lessee shall not undertake to improve, alter, or change the exterior or interior of the Premises without prior written consent of Lessor. All alterations, additions, and improvements made in or to the Premises shall, unless otherwise provided by written agreement, be the property of Lessor and remain and be surrendered with the Premises, and Lessee waives all claim for damages to or loss of any property belonging to the Lessee that may be left in or upon the Premises, or which is attached thereto and/or becomes a fixture.
- 9. **As Is Condition of the Premises**: Lessee represents and warrants that Lessee has conducted a thorough and diligent inspection and investigation of the Premises and the suitability of the Premises for Lessee's intended use. Lessee is fully aware of the needs of its operations and has determined, based solely on its own investigation, that the Premises are suitable for its operations and intended uses. The Premises is presented to Lessee by Lessor without representation or warranty as to the condition of the Premises, and Lessee is accepting the Premises as is, with all faults.
- 10. **Accessibility**: Lessee shall be solely responsible for ensuring that the Premises is accessible as necessary and required for its purposes.
- 11. **Entry Upon Premises by Lessor**: Lessor shall have the right to enter upon the Premises at any reasonable hour for the purpose of making inspections.
- 12. **Eminent Domain**: If the whole or any substantial part of the Premises shall be taken under the power of eminent domain, then the term of this Lease shall cease as to the part taken from the day when the possession of that part shall be taken for any public purpose, and from that day Lessee shall have the right either to cancel this Lease or to continue in the possession of the remainder of the Premises under the term provided here. All damages awarded for this taking shall belong to and be the property of Lessor.
- 13. **Release, Hold Harmless, Assumption of Risk, and Indemnity**: Lessee, its employees, agents, and representatives, knowingly and freely assume all risks associated with its possession, use, and operation of the Premises, both known and unknown; Lessee assumes full responsibility for its activities in relation hereto, and shall indemnify and hold harmless Lessor, its Councilmembers, employees, officers, and representatives, from any and all claims for any damage, injury, accident, illness, loss, or other such claim incurred at or about the Premises, as brought forth or alleged by any person, including Lessee, its employees, agents, and representatives as relates to the activities of Lessee.

14. **Survival of Indemnities:** All representations, warranties, and indemnities of Lessee or Lessor under this Lease shall survive the expiration or sooner termination of this Lease, subject to such limitations as imposed by South Carolina law.
15. **Unlawful, Hazardous, Offensive, and otherwise Impermissible Uses:** Lessee will make no unlawful or offensive use of the Premises. Lessee shall not use the Premises, or any part of it, for any use or purpose that is hazardous on account of materials, fire, activities, or otherwise, or for any use or purpose that is unlawful, that is a nuisance or that is offensive to other tenants or to occupants of other buildings in the vicinity. Lessee recognizes that the Lessor is a governmental entity and is required to comply with numerous laws related to its relationships with other entities and the use of its property, including constitutional requirements concerning church and state matters, for example, the First Amendment to the United States' Constitution's limitations respecting the establishment of religion. Lessee will comply with all applicable laws regarding church and state. Therefore, at no time shall Lessee conduct or cause to be conducted any religious services or promote religious discussions at the Premises for the sake of any specific religion. Nor shall Lessee require any of its service recipients, residents, contractors, subcontractors, employees, or volunteers to attend religious services or discussions, or distribute religious tracts, materials, or otherwise proselytize or promote religion at the Premises. At no time will anyone be restricted from attending, or required to attend, any study or assistance class because of individual religious or cultural beliefs.
16. **Findings Confidential:** All reports, information, data, records, or documents of any kind containing medical or healthcare related information about persons Lessee (or any subcontractor) is providing services for shall be maintained as required to comply with the Health Insurance Portability and Accountability Act (HIPAA) and any other applicable laws.
17. **Equal Employment Opportunity and Nondiscrimination in Services:** In carrying out its operations, Lessee will not discriminate against any recipient, or potential recipient of services, or others based on creed, color, religion, ancestry, sex, national origin, or disability. Lessee will abide by all equal opportunity laws, and will post in conspicuous places notices as required by law related to nondiscrimination and equal opportunity.
18. **Compliance with Laws:** In performing its obligations hereunder, Lessee will comply with all applicable federal, state, and local laws and ordinances.
19. **No Partnership or Agency Relationship:** Nothing contained in this Lease is intended, or will be construed, to create a partnership, joint venture, or agency relationship between Lessor and Lessee.
20. **Sublease and Assignment:** Lessee shall not rent, sublet, or assign space in the Premises without the written consent of the Lessor.
21. **Termination:** In addition to the termination for cause provisions contained herein, this Lease may be terminated at any time by either party giving the other at least thirty (30) days' prior written notice of such termination.

22. Insurance:

- a. **Liability Insurance:** Lessee shall, at no cost to Lessor, at all times during the term of this Lease, maintain in force, for the joint benefit of Lessor and Lessee, a broad form general policy of liability insurance issued by a carrier satisfactory to Lessor and licensed to do business in the State of South Carolina, by the terms of which Lessor and Lessee are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Premises. Such insurance policy or policies shall be maintained on the minimum basis of \$1,000,000 per occurrence with respect to bodily injury, death, property damage, and personal injury. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by Lessor. In addition, the deductible for such insurance shall not exceed \$10,000.00. A certificate(s) of said insurance, together with proof of payment of the premium thereof shall be delivered to Lessor, and renewal certificate(s) and proof of payment of premium therefor shall be delivered to Lessor not less than fifteen (15) days' prior to the renewal date of any such insurance policies during the term of this Lease. Such insurance shall be cancelable only after thirty (30) days' prior written notice to Lessor.
- b. **Additional Insurance:** Lessor will not be responsible for any loss to personal property of Lessee, or Lessee's, guests, invitees, licensees, or other entering the Premises for activities related to this Lease, due to fire, theft, or any other damages, including any acts of nature. Lessor carries insurance on the structure of the subject building shown on Exhibit A. Lessee understands that such insurance does not cover personal property due to loss and that it is the Lessee's responsibility to obtain insurance to cover such property.

23. Lessee's Duty to Restore Premises: At any time during the term of this Lease if any part or the whole of the Premises, including any property located thereon, is damaged and/or destroyed in whole or in part by fire, theft, the elements, or any other cause, so long as related to activities of Lessee, this Lease shall continue in full force and effect, and Lessee, at its sole cost and expense, shall repair and restore the damaged or destroyed property. The work of repair and restoration shall be commenced by Lessee as soon as possible after the damage or destruction occurs, and shall be completed with due diligence, and in a manner suitable to Lessor.

24. Application of Insurance Proceeds: Any and all fire or other insurance proceeds that become payable at any time during the lease term because of damage to or destruction of part or the whole of the Premises, including any property located thereon, shall be paid to Lessor and applied toward the cost of repairing and restoring the damaged or destroyed property.

25. **Taxes:** Lessee shall be responsible for the payment of any taxes imposed on real or personal property situated at the Premises.
26. **Prohibition of Liens:** Lessee shall not suffer, create, or permit any mechanic's liens or other liens to be filed against the Premises, or any part thereof, by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee.
27. **Rights Reserved to Lessor:** Lessor reserves the following rights, exercisable without notice and without liability to Lessee without giving rise to any claim for setoff or abatement of rent or affecting any of Lessee's obligations under this lease:
- a. To install and maintain signs on the exterior and interior of the building. Lessee shall not, however, erect, install, operate or cause or permit to be erected, installed, or operated in or upon the Premises, any sign or other similar advertising device without first having obtained Lessor's written consent.
 - b. To prescribe the location and style of the suite number and the location of the identification sign or lettering for the Premises occupied by the Lessee.
 - c. In case of fire, invasion, insurrection, mob, riot, civil disorder, or other commotion or threat, Lessor reserves the right to reasonably limit or prevent access to the Premises, or otherwise take such reasonable actions or preventive measures deemed necessary by Lessor for the safety of the occupants of the Premises or the protection of the Premises, including all property therein. Lessee agrees to cooperate in any reasonable safety program developed by Lessor.
28. **Waiver / Non-Waiver:** No failure by Lessor to insist upon the strict performance by Lessee of any covenant, agreement, term, or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.
29. **Severability:** If any provision of this lease is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by Lessor and Lessee that the remainder of this Lease shall not be affected.
30. **Time:** Time is of the essence as to each obligation contained herein.
31. **Notices:** Unless otherwise specifically provided for in this Lease or by law, any and all notices or other communications required or permitted by this Lease or by law to be served on, given to, or delivered to any party to this Lease shall be written and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

LESSOR: Oconee County
Oconee County Administrator

415 South Pine Street
Walhalla, SC 29691

with a copy to:
Oconee County Attorney
415 South Pine Street
Walhalla, SC 29691

LESSEE: Christ Central Ministries, Inc.

Christ Central Ministries Oconee

32. **Amendments**: Any amendments to this Lease must be in writing, signed by duly authorized and empowered representatives of both Lessor and Lessee.
33. **Governing Law**: This Lease shall be construed and enforced in accordance with the laws of the State of South Carolina.
34. **Dispute Resolution, Waiver of Trial by Jury**:
- a. Any conflict, dispute, or grievance (collectively "Conflict") by and between Lessor and Lessee shall be submitted to mediation before initiating court proceedings. The mediator selected to conduct the mediation must be mutually agreed upon by Lessor and Lessee. Unless the parties otherwise agree, the mediator must be certified in South Carolina state and federal courts and have experience in matters forming the basis of the Conflict. The site for the mediation shall be Walhalla, South Carolina, and the mediation hearing shall be held within thirty (30) days of the selection of the mediator, unless otherwise agreed. Each party shall bear its own expenses associated with the mediation and the parties shall split the fees and expenses of the mediator evenly. Failure to agree to the selection of a mediator, refusal to participate in the mediation process, or failure to resolve the Conflict through mediation will entitle the parties to pursue other methods of dispute resolution, including without limitation, litigation. Notwithstanding any other provision contained herein, nothing in this Agreement shall be construed as requiring either party to participate in mediation prior to initiating court proceedings in which a temporary restraining order or preliminary injunction is sought. In such situations, the parties shall conduct mediation within thirty (30) days after the hearing on such motions or within such other time as is prescribed by the Court.
 - b. LESSOR AND LESSEE MUTUALLY, EXPRESSLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS

ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, OR ARISING OUT OF ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, INCLUDING STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS.

35. **Acceptance of Terms:** This Lease is subject to and contingent upon final approval by the Oconee County Council.

Witnesses:

Oconee County

By: _____

Its: _____

Witnesses:

Christ Central Ministries, Inc.

By: _____

Its: _____

Witnesses:

Christ Central Ministries Oconee

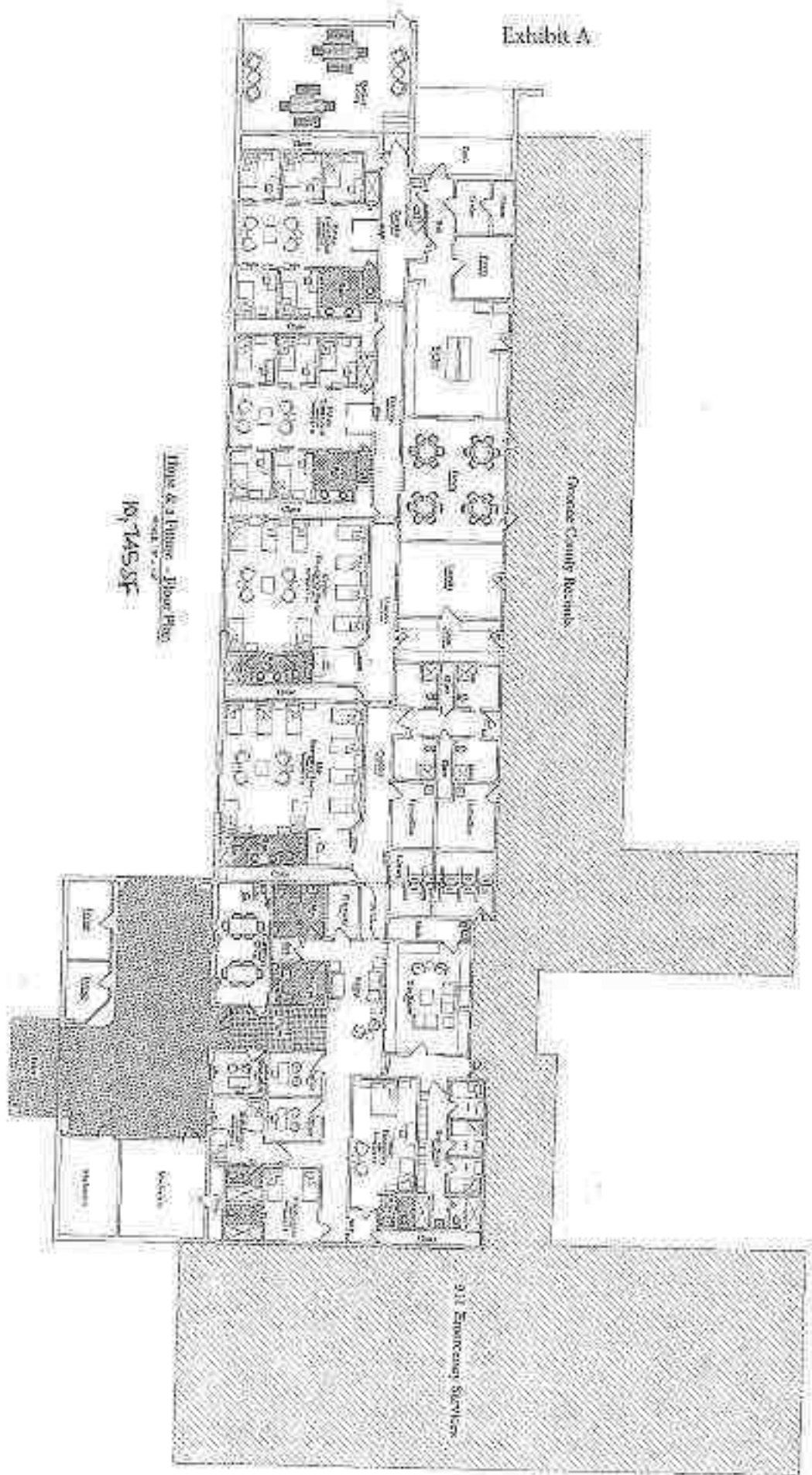
By: _____

Its: _____

“EXHIBIT A”

DESCRIPTION OF LEASE PREMISES

Exhibit A



10th Floor - Floor Plan
10,745 SF



Hope and a Future Resource and Solution Center

Client Entry and Dismissal Procedure and Protocol

How can you access availability for someone you know?

Contact info: Ph#-864-873-7134 Website: ccmcoconee.org

Emergency Shelter

- Client will fill out application form located at designated pick up and drop off point. Application must be filled out before entry on van and emergency shelter. Upon arrival at facility client will be assessed more thoroughly.
- Client can be picked up from three different locations in Oconee at 7 p.m.; Seneca, Westminster, Walhalla.
- Client will give any bags to driver to safely secure in back of van until arrival at facility.
- At facility van will enter through safety port entrance.
- Client will take personal belongings to drop off table where the belongings will be tagged with identification. Client's belongings will be put in assigned basket and put in storage room. Client will not be allowed to take personal belongings into facility.
- Client will be asked to empty all pockets and remove shoes for inspection. A metal detecting wand will be used to detect any metal on client before entry.
- When client enters facility they will be assessed and evaluated for any pressing needs. All clients will be given a resource guide. Client will then be given a toiletry bag and a bed number.
- Hot meal will be served at 8 p.m. for all clients in facility. Client will have time to shower before lights out.
- Lights will be cut off at 10 p.m., no exceptions.
- Lights turned on at 6 a.m. to begin day.
- Client will be given hot breakfast at 7 a.m.
- Client will be given back personal belongings as they begin to load back on designated van.
- Client will reload same van they entered shelter on night before and taken back and dropped off at same location they were picked up from. Client will not be able to stay in facility during day.
- No one is allowed to walk from facility. If client walks off from facility they will not be allowed to return.
- No one is allowed to walk up to facility and enter. Clients will only be allowed to enter by van, being picked up from pick up and drop off locations. Only Law Enforcement and Fire Department will have access afterhours.
- If there are any problems with clients, police will be called. Client will be escorted out by law enforcement.
- Clients who wish not to stay after arrival will be transported back to their pick up location. Clients will not be able to walk from facility at any point.
- There will be no smoking outside facility or in facility.

Transitional Housing

- Client for transitional housing will be assessed during interview process.
- Client that is coming from detention center will begin mandatory work before dismissal from detention center. If client has done all required work they will be allowed to come into transitioning.
- Client will be placed on stabilization for two months. During transitioning phase client will attend required classes daily.
- Client will not be allowed to leave facility or use phone while in stabilization period.
- Client will not be allowed to walk away from facility.
- If client does not follow procedure they will be asked to leave. At this time they will be transported to desired location away from facility. Client will not be able to leave facility on foot.
- If there are any problems with client they will be asked to gather belongings then taken to desired location. Client will not be allowed to come back to facility.

Ash Tree Recovery Program

- Client for stabilization/recovery housing will be assessed during interview process.
- Client that is coming from detention center will begin mandatory work before dismissal from detention center. If client has done all required work they will be allowed to come into stabilization/recovery.
- Client will be placed on stabilization for two months. During stabilization/recovery phase client will attend required classes daily.
- Client will not be allowed to leave facility or use phone while in stabilization period.
- Client will not be allowed to walk away from facility.
- If client does not follow procedure they will be asked to leave. At this time they will be transported to desired location. Client will not be able to leave facility on foot.
- If there are any problems with client they will be asked to gather belongings then taken to desired location. Client will not be allowed to come back to facility.

Resource and Solution Center

- Client will be evaluated through interview process.
- The client will be given correct information for needs they are facing.

Life Skill/Certification Classes

- Client will be evaluated through interview process.
- Client will be determined with a interview board if they are allowed to acquire life skill and certification classes.
- Clients will be referred to Hope and a Future by other agencies and organizations.
- All clients will be dropped off and picked up at existing Sally Port for classes.
- No client is allowed to walk away from facility. If client walks off they will not be allowed to return to classes.



MissionTracker Features

Data base used to keep record of all clients.

- Color coded visual assessment tool
- Workflow management system
- Client calendar of events and registration
- Education tracking & courseware building
- Sexual offender API lookup

ResidentTracker

- Record client profiles
- Manage client calendars
- Manage client case notes
- Record client assessments and evaluations
- Record long term clients or overnight guests
- Integrated voucher system for clients
- Client checkbook register and accounting
- Report on 30+ metrics
- Print client "id cards" with photo ID and barcode
- Completely customizable

ResidentTracker

ResidentTracker is an online tool that allows your organization to easily track the people you help as a gospel mission. Effectively come alongside them to help manage and improve their educational gaps, financial shortfalls, medical needs, and relational wounds. Monitor visits, track vouchers, and run custom reports quickly, saving your valuable staff time that can then be used to build relationships and change lives. ResidentTracker can be easily integrated with your website and is completely web-based so you can access it from anywhere.

Features:

- Record client profiles
- Manage client calendars
- Manage client case notes
- Record client assessments and evaluations
- Record long term clients or overnight guests
- Integrated voucher system for clients
- Client checkbook register and accounting
- Report on 30+ metrics
- Print client "id cards" with photo ID and barcode
- Completely customizable

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-31**

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

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

WHEREAS, the County currently desires to execute and enter into a Lease Agreement (the "Lease") with Kent Crooks by which the County will lease certain improved real property located at 207 Crooks Road, Seneca, South Carolina TMS # 268-00-03-039; and

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

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

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

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

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

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

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

ORDAINED in meeting, duly assembled, this ___ day of December, 2016.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading: October 18, 2016 [title only]
Second Reading: November 15, 2016
Public Hearing: November 15, 2016
Third & Final Reading:

EXHIBIT A

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made this ____ day of _____, 2016, ("Effective Date") by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina ("Lessor") and Kent Crooks ("Lessee").

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

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

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

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

1. **LEASE OF PREMISES.** Lessor does hereby devise and lease to Lessee, and Lessee does hereby lease from Lessor, the Premises for a period of one (1) year commencing January 1, 2017 and ending December 31, 2017 (the "Lease Term"), unless sooner terminated as provided herein. Lessee shall use the Premises only for residential purposes. Subject to the conditions of this Lease, Lessor agrees that Lessee may peaceably have, hold, and enjoy the Premises without hindrance by Lessor. The Lease Term may be renewed or extended upon the mutual written agreement of the parties hereto.

2. **AMOUNT AND PAYMENT FOR LEASEHOLD INTEREST.** Lessee covenants to pay to "Oconee County" at 415 S. Pine Street, Walhalla, SC 29691, or such

other place as Lessor shall designate in writing, as rent for said Premises, the amount of Six Thousand and 00/100 (\$6,000.00) Dollars for the one (1) year Lease Term. Such rent payment shall be delivered to Lessee in twelve (12) equal monthly installments of Five Hundred and 00/100 (\$500.00) Dollars, and such rent payments are to be received on or before the first (1st) day of each month, with the first payment being due at the signing hereof. A security deposit is not required.

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

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

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

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

Lessee, or Lessee's guests, invitees, licensees, or others entering the Premises. It is, therefore, Lessee's responsibility to obtain insurance to cover such property and/or loss.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

LESSOR:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Its: County Administrator

LESSEE:

By: _____
James Kent Crooks

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: November 15, 2016
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Second Reading of Ordinance 2016-25 - AN ORDINANCE TO AMEND CHAPTER 16 OF THE CODE OF ORDINANCES OF OCONEE COUNTY (FLOOD-DAMAGE PREVENTION), PERTAINING TO ADOPTING UPDATED FLOOD INSURANCE RATE MAPS AND CHANGES ASSOCIATED WITH MAINTAINING GOOD STANDING IN THE NATIONAL FLOOD INSURANCE PROGRAM, AND OTHER MATTERS RELATED THERETO.

BACKGROUND DESCRIPTION:

Ordinance 2016-25 both adopts a set of new federal Flood Insurance Rate Maps for the Seneca Watershed areas of Oconee County, and amends our Flood Damage Prevention standards to account for changes identified by SC DNR staff during a recent periodic review. The new maps reflect FEMA's change in focus from jurisdictional boundaries to watersheds in flood damage prevention, with updates expected for the Tugaloo Watershed area at a later date. Changes to the Flood Damage Prevention standards were primarily aimed at clarification and increasing conformity with the state's model standards or updated federal requirements, with few anticipated to have an impact on implementation. A list of the substantive changes is attached.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

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

Approved by : _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

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

Approved by : _____ Grants

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council take second reading of Ordinance 2016-25:

Submitted or Prepared By:

Department Head/Elected Official

Approved for Submittal to Council:



T. Scott Moulder, County Administrator

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

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

**Agenda Item Summary Attachment
Ordinance 2016-25**

The following substantive changes were identified during the review of the Flood Damage Prevention Ordinance by SC Department of Natural Resources staff.

1) *Amend definition of 'structure':*

Existing: Structure means a manmade facility or infrastructure that is principally above ground and affixed to a permanent site, including, without limitation, a building, a manufactured home, or a gas or liquid storage tank.

New: Structure means a walled and roofed building, a manufactured home, including a gas or liquid storage tank that is principally above ground.

2) *Reduce minimum freeboard required for construction in flood hazard areas from four feet to three feet to provide greater consistency with other communities.*

3) *Delete requirements that allowed certain temporary structures (e.g. fruit stands, construction site offices, portable toilets) located in flood hazard areas to be exempted from elevation or floodproofing requirements if specially permitted.*

4) *Add the following standards regarding the installation of fill:*

- a. The use of fill shall not increase flooding or cause drainage problems on neighboring properties.
- b. Will meet the requirements of FEMA Technical Bulletin 10-01, *Ensuring That Structures Built On Fill in or Near Special Flood Hazard Areas Are Reasonably Safe from Flooding.*

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-25

AN ORDINANCE TO AMEND CHAPTER 16 OF THE CODE OF ORDINANCES OF OCONEE COUNTY (FLOOD DAMAGE PREVENTION), PERTAINING TO ADOPTING UPDATED FLOOD INSURANCE RATE MAPS AND CHANGES ASSOCIATED WITH MAINTAINING GOOD STANDING IN THE NATIONAL FLOOD INSURANCE PROGRAM; 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, acting by and through the Oconee County Council (the "Council"), has previously adopted certain ordinances and regulations regarding flood damage prevention, all of which are codified in Chapter 16 of the Code of Ordinances, Oconee County, South Carolina (the "Code of Ordinances"); and,

WHEREAS, the South Carolina General Assembly has delegated the responsibility to the County to enact ordinances and promulgate regulations designed to promote the public health, safety, and general welfare of its citizenry, including the authority and responsibility to enact ordinances and promulgate regulations to mitigate the damaging effects of floods in the unincorporated areas of the County; and,

WHEREAS, the Council recognizes that the special flood hazard areas of the County are subject to periodic inundation which may result in loss of life, property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which may adversely affect the public health, safety, and general welfare; and,

WHEREAS, the Council recognizes that losses due to floods are caused, in part, by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses that are vulnerable to floods or hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages; and,

WHEREAS, the Council recognizes that floodplains are an important asset to the community, that floodplains perform vital natural functions such as temporary storage of floodwaters, moderation of peak flood flows, maintenance of water quality, groundwater recharge, prevention of erosion, habitat for diverse natural wildlife populations, recreational opportunities, and aesthetic quality and that these functions are best served if floodplains are kept in their natural state; and

WHEREAS, the Council recognizes that wherever possible, the natural characteristics of floodplains and their associated wetlands and water bodies should be preserved and enhanced, and that whenever possible, decisions to alter floodplains, especially floodways and stream channels, should be the result of careful planning processes that evaluate resource conditions and human needs; and,

WHEREAS, the Council desires to amend the flood damage prevention ordinance for the purpose of protecting human life and health, minimizing property damage, and encouraging appropriate construction practices to minimize public and private losses due to flood conditions by requiring that uses vulnerable to floods, including facilities serving such uses, be protected against flood damage at the time of initial construction; and,

WHEREAS, the Council desires to amend the flood damage prevention ordinance to prohibit or otherwise restrict uses of the floodplain which are dangerous to health, safety, and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion, and Council further intends to attempt to control the alteration of natural floodplains, stream channels, and natural protective barriers involved in the accommodation of flood waters, to control filling, grading, dredging and other development that may increase flood damage or erosion, and to prevent or regulate the construction of flood barriers which may unnaturally divert floodwaters or increase flood hazards to other lands; and,

WHEREAS, it is the Council's objective to protect human life and health, to help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize damage from flooding, and to ensure that potential home buyers are notified that property is in a flood hazard area, and Council further intends to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets and bridges located in the floodplain, as well as prolonged business interruptions; and,

WHEREAS, the Council further recognizes that, an important floodplain management objective of this Ordinance is to minimize expenditure of public money for costly flood control projects and rescue and relief efforts associated with flooding; and,

WHEREAS, the Council has therefore determined to modify Chapter 16 of the Code of Ordinances, and to affirm and preserve all other provisions of the Code of Ordinances not specifically or by implication amended hereby.

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

1. Chapter 16 of the Code of Ordinances, Oconee County, South Carolina is hereby revised, rewritten, and amended to read as set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.
2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
3. All ordinances, orders, resolutions, and actions of Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
4. The remaining terms and provisions of the Code of Ordinances not revised or affected hereby remain in full force and effect.

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

Adopted in meeting duly assembled this ___ day of _____, 2016.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading: September 20, 2016 [title only]
Second Reading: November 15, 2016
Public Hearing:
Third & Final Reading:

EXHIBIT A

ARTICLE I. IN GENERAL

Sec. 16-1. - Authority.

The General Assembly of the State of South Carolina has in S.C. Code 1976 Title 4, Chapter 9 and in Title 6, Chapter 29, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore the provisions of this article are adopted under authority set forth in S.C. Code 1976 Title 4, Chapter 9 and in Title 6, Chapter 29.

Sec. 16-2. - Purpose and Objectives.

It is the purpose of this ordinance to protect human life and health, minimize property damage, and encourage appropriate construction practices to minimize public and private losses due to flood conditions by requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction. Uses of the floodplain which are dangerous to health, safety, and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion are restricted or prohibited. These provisions attempt to control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters, and control filling, grading, dredging, and other development which may increase flood damage or erosion. Additionally, the ordinance prevents or regulates the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

The objectives of this ordinance are to protect human life and health, to help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize flood blight areas, and to insure that potential home buyers are notified that property is in a flood area. The provisions of the ordinance are intended to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets and bridges located in the floodplain, and prolonged business interruptions. Also, an important floodplain management objective of this ordinance is to minimize expenditure of public money for costly flood control projects and rescue and relief efforts associated with flooding.

Floodplains are an important asset to the community. They perform vital natural functions such as temporary storage of floodwaters, moderation of peak flood flows, maintenance of water quality, groundwater recharge, prevention of erosion, habitat for diverse natural wildlife populations, recreational opportunities, and aesthetic quality. These functions are best served if floodplains are kept in their natural state. Wherever possible, the natural characteristics of floodplains and their associated wetlands and water bodies should be preserved and enhanced. Decisions to alter floodplains, especially floodways and stream channels, should be the result of careful planning processes that evaluate resource conditions and human needs.

Secs. 16- 3 —16-30. - Reserved.

ARTICLE II. FLOOD DAMAGE PREVENTION

DIVISION 1. - GENERALLY

Sec. 16-31. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory structure means a structure located on the same parcel of property as the principal structure, and the use of which is incidental to the use of the principal structure.

Addition (to an existing building or structure) means an extension or increase in the floor area or height of a building or structure. Additions to existing buildings shall comply with the requirements for new construction regardless as to whether the addition is a substantial improvement or not. Where a firewall or load-bearing wall is provided between the addition and the existing building, the addition(s) shall be considered a separate building and must comply with the standards for new construction.

Agricultural structure means a structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Agricultural structures are not exempt from the provisions of this article.

Appeal means a request for a review of the floodplain manager's interpretation of any provision of this article.

Area of shallow flooding means a designated AO Zone on a flood insurance rate map (FIRM) with base flood depths of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE) means the height of the base flood, usually in feet, in relation to the specified geodetic vertical datum.

Basement means any enclosed area of a building that is below grade on all sides.

Building means any structure built for support, shelter, or enclosure for any occupancy or storage.

CLOMR means conditional letter of map revision.

CLOMA means conditional letter of map amendment.

Critical facility means those functions, structures, or buildings used for essential services for the public good, health, and welfare of the essential daily operations and delivery of services to the citizens of the county, such as, but not limited to, waste water treatment facilities, potable

water distribution facilities, power generation facilities, telecommunication centers, schools, hospitals, fire departments, law enforcement facilities, emergency medical service facilities, governmental offices, care centers, disaster shelter facilities, and the like.

DHS-FEMA means Department of Homeland Security-Federal Emergency Management Agency.

Development means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

Elevated building means a non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns, piers, or shear walls parallel to the flow of water.

Existing construction means, for the purposes of determining rates, structures for which the start of construction commenced before September 1, 1987.

Existing manufactured home park or manufactured home subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before September 1, 1987.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs).

Flood means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters; or
- (2) The unusual and rapid accumulation of runoff or surface waters from any source.

Flood hazard boundary map (FHBM) means an official map issued by DHS-FEMA, NFIP on which the boundaries of the special flood hazard areas have been defined.

Flood insurance rate map (FIRM) means an official map of the county on which DHS-FEMA, NFIP has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Flood insurance study means the official report containing the examination, evaluation, and determination of flood hazard areas provided by the DHS-FEMA, NFIP. The report contains flood profiles, as well as the flood hazard boundary map and flood risk data for various areas of the county and the water surface elevation of the base flood.

Floodplain or flood-prone area means any land area susceptible to being inundated by water from any source (see definition of “flood”).

Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Flood-resistant material means any building material capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumber are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Class 4 and 5 materials, referenced in the Technical Bulletin 2-93, Flood-Resistant Materials for Buildings Located in Special Flood Hazard Areas in Accordance with the National Flood Insurance Program, document number FIA-TB-2, dated 4/93, and available from the Federal Emergency Management Agency are acceptable flood-resistant materials.

Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of the structure.

Historic structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of the Interior (DOI)) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places;
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified:
 - a. By an approved State program as determined by the Secretary of Interior, or
 - b. Directly by the Secretary of Interior in states without approved programs.

Some structures or districts listed on the state or local inventories may not be historic as cited above, but have been included on the inventories because it was believed that the structures or districts have the potential for meeting the historic structure criteria of the DOI. In order for these structures to meet NFIP historic structure criteria, it must be demonstrated and evidenced that the South Carolina Department of Archives and History has individually determined that the structure or district meets DOI historic structure criteria.

Increased cost of compliance means those expenses a property owner must incur, above and beyond the cost to repair the physical damage the structure actually sustained from a flooding event, to comply with mitigation requirements of state or local floodplain management ordinances, laws or regulations. Acceptable mitigation measures are elevation, floodproofing, relocation, demolition, or any combination thereof.

Limited storage means an area used for storage and intended to be limited to incidental items that can withstand exposure to the elements and have low flood damage potential. Such an area must be of flood resistant or breakaway material, void of utilities except for essential lighting and cannot be temperature controlled.

LOMA means letter of map amendment.

LOMR means letter of map revision.

Lowest adjacent grade (LAG) means an elevation of the lowest ground surface that touches any of the exterior walls of a building or proposed building walls.

Lowest floor means the lowest floor of the lowest enclosed area. An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this article.

Manufactured home means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a recreational vehicle.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean sea level means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the special flood hazard area.

National Geodetic Vertical Datum (NGVD), as corrected in 1929, means the elevation reference points set by National Geodetic Survey based on mean sea level. New construction means structure for which the start of construction commenced after September 1, 1987. The term also includes any subsequent improvements to such structure.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs) is completed on or after September 1, 1987.

NFIP means National Flood Insurance Program.

North American Vertical Datum (NAVD) means the datum point established at Pointe-au-Père on the St. Lawrence River, Quebec Province, Canada, based on the mass or density of the earth. The datum listed as the reference datum on flood insurance rate maps should be used for elevation certificate and floodproofing certificate completion.

Recreational vehicle means a vehicle which is:

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a car or light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling, but as a temporary living quarters for recreational, camping, travel, or seasonal use.

Repetitive loss structure means a structure covered by a contract of flood insurance that has incurred flood-related damages on two occasions during a ten year period ending on the date of the event for which a second claim is made, in which the cost to repair the flood damage, on average, equaled or exceeded twenty-five percent of the market value of the building at the time of such flood event.

Section 1316 means, for the purposes of this chapter, Section 1316 of the National Flood Insurance Act of 1968, wherein standards are established providing that no new flood insurance shall be provided for any property found by the Federal Emergency Management Agency to have been declared by a state or local authority to be in violation of state or local ordinances.

Special flood hazard area means an area delineated on a flood insurance rate map as being subject to inundation by the base flood and designated as Zone A, AE, A1-30, AR, AO, and AH.

Start of construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Structure means a walled and roofed building, a manufactured home, including a gas or liquid storage tank that is principally above ground.

Subdivision means the division of a tract, lot or parcel of land into two or more lots, plats, sites or other divisions of land.

Substantial damage means damage of any origin, sustained by a structure after September 1, 1987, whereby the cost of restoring the structure to its before-damaged condition would be equal to or exceed 50 percent of the market value of the structure before the damage occurred. Such repairs may be undertaken successively and their costs counted cumulatively. Please refer to the definition of "substantial improvement."

Substantial improvement means any repair, reconstruction, rehabilitation, addition, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of the construction of the improvement. This term includes

structures that have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

- (1) Any project of improvement to a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions (does not include American with Disabilities Act compliance standards); or,
- (2) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure. Permits shall be cumulative for a period of five years.

If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

Substantially improved existing manufactured home park or subdivision means where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction, or improvement commenced.

Variance means the grant of relief from a term or terms of this article.

Violation means the failure of a structure or other development to be fully compliant with this article.

Sec. 16-32. - Lands to which this article applies.

This article shall apply to all parcels of land that lie either wholly or partially within, or immediately adjacent to, special flood hazard areas that are within the jurisdiction of the unincorporated areas of the county. These special flood hazard areas are identified by the Department of Homeland Security-FEMA, National Flood Insurance Program (DHS-FEMA, NFIP), in its flood insurance study, dated *[To Be Determined]*, with accompanying maps and other supporting data, which are hereby adopted by reference and declared to be a part of this article. Further, this article shall apply to any special flood hazard areas established and accepted by the county that utilize DHS-FEMA, NFIP detailed flood study standards, or better.

Upon annexation any special flood hazard areas identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study for the unincorporated areas of Oconee County, with accompanying map and other data are adopted by reference and declared part of this ordinance.

Sec. 16-33. - Adoption of letters of map revisions and letters of map amendments.

All LOMRs and LOMAs issued by DHS-FEMA for the unincorporated areas of the county are hereby adopted by this reference.

Sec. 16-34. - Establishment of development permit.

Prior to the commencement of any development activities in the special flood hazard areas, a development permit shall be required in accordance with the provisions of this article.

Sec. 16-35. - Compliance.

No structure shall hereafter be located, extended, converted, or structurally altered, or land developed, without full compliance with the terms of this article and other applicable regulations. Nothing in this article shall be construed to apply to parcels of land that do not lie either wholly or partially within, or immediately adjacent to, special flood hazard areas within the jurisdiction of the unincorporated areas of the county.

Sec. 16-36. - Interpretation.

In the interpretation and application of this article, all provisions shall be considered as minimum requirements, liberally construed in favor of the governing body, and deemed neither to limit nor repeal any other powers granted under state law. This article is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this article and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 16-37. - Partial Invalidity and Severability.

If any part of this Ordinance is declared invalid, the remainder of the Ordinance shall not be affected and shall remain in force.

Sec. 16-38. - Penalties for violation.

In addition to any specific penalties as set forth herein, violation of the provisions of this article or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person, firm, corporation, or agent who violates this article or fails to comply with any of its requirements shall, upon conviction thereof, be fined within the jurisdictional limits of magistrate's court or imprisoned for not more than 30 days, or both. Each such person, firm, corporation or agent shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any of the provisions of this article is committed or continued. Nothing herein contained shall prevent the county from taking such other lawful action, including an action for injunctive relief, as is necessary to prevent or remedy any violation.

Sec. 16-39. - Effect upon outstanding development permits.

Nothing herein contained shall require any change in the plans, construction, size, or designated use of any building, structure or part thereof for which a development permit has been granted by the county before the time of the enactment of this article.

Sec. 16-40. - Warning and disclaimer of liability.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural

causes. This article does not imply that land outside the special flood hazard areas or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the county, or by any officer or employee thereof, for any flood damages that result from reliance on this article, or any administrative decision lawfully made hereunder.

Sec. 16-41. - Effect on rights and liabilities under the existing flood damage prevention ordinance.

This article in part comes forward by reenactment of some of the provisions of the flood damage prevention ordinance enacted August 18, 1987, as amended. It is not the intention to repeal but rather to reenact and continue to enforce without interruption such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this article shall not affect any action, suit or proceeding instituted or pending that has been brought by the county. All provisions of the flood damage prevention ordinance of Oconee County enacted on August 18, 1987, as amended, which are not reenacted herein, are repealed.

Secs. 16-42—16-80. - Reserved.

DIVISION 2. - ADMINISTRATION

Sec. 16-81. - Designation of floodplains manager.

The County Administrator is hereby authorized to designate a floodplains manager to administer and implement the provisions of this chapter.

Sec. 16-82. - Development permit and certification requirements.

Development permits shall be required for all development, including the placement of manufactured homes, so that the county may determine whether or not such construction or other development is proposed in the special flood hazard area. Prior to any development activities, application for a development permit shall be made to the floodplains manager on forms furnished by the local floodplains manager. The development permit may include, but not be limited to, plans in duplicate, drawn to scale, showing: the nature, location, dimensions, and elevations of the area in question; existing or proposed structures; and the location of fill materials, storage areas, and drainage facilities. Specifically, the following information is required:

- (1) A plot plan that shows the special flood hazard area contour, or a statement that the entire lot is within the special flood hazard area, must be provided by the development permit applicant when the lot is within, or appears to be within the special flood hazard area as mapped by DHS-FEMA or the special flood hazard area identified pursuant to either the duties and responsibilities of the floodplains manager of subsection 16-83(9) or the standards for subdivision proposals of section 16-125 and the standards for streams without estimated base flood elevations and/or floodways of section 16-124. The plot plan must be prepared by or under the direct supervision of a state-registered land surveyor or professional engineer and certified by the same.

- (2) The plot plan required herein must show the floodway, if any, as identified by the DHS-FEMA, NFIP, or as identified pursuant to either the duties or responsibilities of the floodplains manager of subsection 16-83(9) or the standards for subdivision proposals of section 16-125 and the standards for streams without estimated base flood elevations and/or floodways of section 16-124.
- (3) Where base flood elevation data is provided as set forth in section 16-32 or the duties and responsibilities of the floodplains managers of subsection 16-83(9) the application for a development permit within the flood hazard area shall show:
 - a. The elevation (in relation to mean sea level) of the lowest floor of all new and substantially improved structures, and
 - b. If the structure will be floodproofed in accordance with the nonresidential construction requirements of subsection 16-122(2) the elevation (in relation to mean sea level) to which the structure will be floodproofed.
- (4) Where base flood elevation data is not provided. In the absence of other available data from another source, and where no BFE data is provided as set forth in section 16-32, one of the following methods may be used to determine a BFE, subject to approval by the floodplains manager. For further information regarding the methods for determining BFEs listed below, refer to DHS-FEMA's manual Managing Floodplain Development in Approximate Zone A Areas.
 - a. Contour interpolation.
 1. Superimpose approximate Zone A boundaries onto a topographic map and estimate a preliminary BFE.
 2. Add one half of the contour interval of the topographic map to determine the final BFE.
 - b. Data extrapolation. A BFE can be determined if a site is located within 500 feet upstream of a stream reach for which a 100-year profile has been computed by detailed methods, and the special flood hazard area and channel bottom slope characteristics are relatively similar to the downstream reaches.
 - c. Hydrologic and hydraulic calculations. Perform hydrologic and hydraulic calculations to determine BFEs using DHS-FEMA-approved methods and software.
- (5) Alteration of watercourse. Where any watercourse will be altered or relocated as a result of proposed development, the application for a development permit shall include: A description of the extent of watercourse alteration or relocation; an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; a map showing the location of the proposed watercourse alteration or relocation; and notification of the proposal to the appropriate governmental agencies. A copy of the notification shall be maintained in the permit records and submitted to the DHS-FEMA. Prior to the commencement of any work on the alteration of a watercourse, the applicant must procure and submit to the floodplains manager any applicable federal or state approvals or permits, including a CLOMR. Within 60 days of completion of an alteration of a

watercourse, the applicant shall submit as-built certification, by a state-registered professional engineer, to the floodplains manager, DHS-FEMA, as a LOMR, and the State of South Carolina, Department of Natural Resources, Flood Mitigation Program.

- (6) When a structure is constructed or substantially improved in the special flood hazard area or, in the opinion of the floodplains manager, a flood elevation certificate is required as soon as possible after completion of the lowest floor and before any further inspections are accepted and vertical construction commences. The as-built measurement shall be made in relation to mean sea level and shall be a minimum of three (3) feet above the BFE. The certification shall be prepared, signed and sealed by a state-registered land surveyor or a state professional engineer. Any work done prior to submission of the certification shall be at the permit holder's risk. The floodplains manager shall review the floor elevation survey data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being permitted to proceed. Failure to submit the certification or failure to make the required corrections shall be cause to issue a stop-work order for the project.
- (7) If the proposed development will impact the configuration of a watercourse, floodway, or BFE for which a detailed flood insurance study has been developed, the applicant shall apply and must receive approval for a CLOMR with the DHS-FEMA, NFIP. The development permit will not be issued until DHS-FEMA has issued the CLOMR. When a CLOMR has been issued for a development the following shall apply. Within thirty calendar days of completion of construction activities, the applicant shall apply to DHS-FEMA for a LOMR. The applicant is responsible for all technical submissions and fees required to obtain the CLOMR/LOMR.
- (8) As-built certification. Upon completion of the development a state-registered professional engineer, land surveyor or architect shall certify that the development is built in accordance with the submitted plans and previous pre-development certifications.

Sec. 16-83. - Duties and responsibilities of the floodplains manager.

The floodplains manager shall reasonably and responsibly apply the provisions of this article. The duties and responsibilities of the floodplains manager shall include, but are not limited to, the following:

- (1) Permit application review. It is the duty and responsibility of the floodplains manager to review all development permit applications to assure that the requirements of this article have been satisfied, and the floodplains manager is authorized to determine whether sites will be reasonably safe from flooding.
- (2) Requirement of federal and/or state permits. It is the responsibility of the floodplains manager to review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by federal or state law, including section 404 of Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (3) Watercourse alterations.

- a. Prior to the issuance of the development permit to alter a watercourse, it is the responsibility of the floodplains manager to notify adjacent communities, the South Carolina Department of Natural Resources, Land Resources and Conservation Division, State Coordinator for the NFIP, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to DHS-FEMA, NFIP.
 - b. In addition to the notifications required watercourse alterations per subsection 16-83(3)a., it is the responsibility of the floodplains manager to maintain written reports of maintenance records to show that maintenance has been provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished. This maintenance must consist of a comprehensive program of periodic inspections, and routine channel clearing and dredging, or other related functions. The assurance shall consist of a description of maintenance activities, frequency of performance, and the local person responsible for maintenance performance. Records shall be kept on file for DHS-FEMA inspection.
- (4) Floodway encroachments. It is the responsibility of the floodplains manager to minimize and manage encroachments within the floodway.
 - (5) Adjoining floodplains. It is the responsibility of the floodplains manager to cooperate with neighboring communities with respect to the management of adjoining floodplains and/or flood-related erosion areas in order to prevent aggravation of existing hazards.
 - (6) Notifying adjacent communities. It is the responsibility of the floodplains manager to notify adjacent communities prior to permitting substantial commercial developments and large subdivisions to be undertaken in areas of special flood hazard and/or flood-related erosion hazards.
 - (7) Documentation review. It is the responsibility of the floodplains manager to accept and review documentation for all structures located in the special flood hazard areas in accordance with this article.
 - (8) Floodproofing certifications. When floodproofing is utilized for a particular structure, the floodplains manager is authorized to require the property owner or other responsible party provide certifications from a state- registered professional engineer or architect in accordance with the nonresidential construction requirements outlined in subsection 16-122(2).
 - (9) Map interpretation. Where interpretation is needed as to the exact location of boundaries of the special flood hazard areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), it is the responsibility of the floodplains manager to make the necessary interpretation. The person contesting the location of the special flood hazard area boundary may obtain an approved LOMA from DHS-FEMA, or he or she may appeal the interpretation as provided for in this article.
 - (10) Prevailing Authority. Where a map boundary showing an area of special flood hazard and field elevations disagree, the base flood elevations for flood protection elevations (as found on an elevation profile, floodway data table, etc.) shall prevail. The correct

information should be submitted to FEMA as per the map maintenance activity requirements outlined in Article IV.B.7.b.

(11) Use of best available data.

- a. When base flood elevation data or floodway data has not been provided in accordance with section 16-32 for a project of less than five acres in size or less than 50 lots, the floodplains manager is authorized to allow the applicant to submit for review, and reasonably utilize best available base flood elevation data and floodway data available from a federal, state, or other source, including data developed pursuant to the standards for subdivision proposals outlined in section 16-125, in order to administer the provisions of this article. Data from preliminary, draft, and final flood insurance studies constitutes best available data from a federal, state, or other source. Data must be developed using hydraulic models meeting the minimum requirement of NFIP approved model. If an appeal is pending on the study in accordance with 44 CFR ch. 1, parts 67.5 and 67.6, the data does not have to be used.
- b. For a project greater than five acres or more than 50 lots, a detailed study is required, using detailed methods as are acceptable by the Department of Homeland Security-FEMA, utilizing floodplain geometry, hydrology and hydraulics to analyze the pre- and post-development conditions. All studies shall take into consideration a "full build out" condition for the studied watershed area. Such analysis shall be undertaken by a state-licensed professional engineer, who shall certify that the technical methods used reflect currently accepted engineering practices. Studies, analysis and computations shall be submitted in sufficient detail to allow review and approval by the floodplains manager, and in a digital format compatible with the requirements and standards of Oconee County GIS. The accuracy of the data submitted for such determination shall be the sole responsibility of the applicant.
- c. After review of the detailed study by the floodplains manager, the applicant shall submit to DHS-FEMA an application for a LOMR, based upon existing site conditions. Applications for encroachments and/or modifications to the special flood hazard area will be evaluated and processed as described in subsection 16-82(7) and subsection 16-122(12)f. The applicant shall be responsible for all technical submissions and fees to DHS-FEMA in order to obtain the map change. The development permit will not be issued until DHS-FEMA has issued the LOMR or CLOMR, as applicable.

(12) Special flood hazard area conflicts with topographic boundaries. When the exact location of boundaries of the special flood hazard areas conflict with the current, natural topographical information at the site, the property owner may apply and be approved for a LOMA by DHS-FEMA, NFIP. The floodplains manager will file a copy of the LOMA issued by DHS-FEMA, NFIP in the permit file.

(13) On-site inspections. It is the responsibility of the floodplains manager to make on-site inspections of projects in accordance with the administrative procedures outlined in subsection 16-85(1).

- (14) **Administrative notices.** The floodplains manager is authorized to serve notices of violations, issue stop-work orders, revoke permits and direct corrective actions in accordance with administrative procedures outlined in section 16-85.
- (15) **Records maintenance.** It is the responsibility of the floodplains manager to maintain all records pertaining to the administration of this article and make these records available for public inspection.
- (16) **Annexation and detachments.** It is the responsibility of the floodplains manager to notify the South Carolina Department of Natural Resources Land, Water and Conservation Division, within six months, of any annexations or detachments that include special flood hazard areas.
- (17) **Federally Funded Development.** The President issued *Executive Order 11988, Floodplain Management May 1977*. E.O. 11988 directs federal agencies to assert a leadership role in reducing flood losses and losses to environmental values served by floodplains. Proposed developments must go through an eight-step review process. Evidence of compliance with the executive order must be submitted as part of the permit review process.
- (18) **Substantial damage determination.** It is the responsibility of the floodplains manager to determine damage to structures located in the special flood hazard areas, regardless of the source of the damage, and to further determine if the damage is considered substantial damage and/or a repetitive loss due to flooding, and notify the owner of the property of such finding. If the damage to the structure is caused by flooding, and is determined to be substantial damage or a repetitive loss, and the structure is covered by the NFIP, the structure may be eligible for the increased cost coverage provision under NFIP.
- (19) **Substantial improvement determination.** It is the responsibility of the floodplains manager to perform an assessment of permit applications for improvements or repairs to be made to a building or structure equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. Cost of work counted for determining if and when substantial improvement to a structure occurs shall be cumulative for a period of five years. If the improvement project is conducted in phases the total of all cost associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.
- (20) **Methods of market value determination.** The market values shall be determined by one of the following methods:
 - a. The current assessed building value as determined by the county's assessor's office or the value of an appraisal performed by a licensed appraiser at the expense of the owner;
 - b. One or more certified appraisals from a state-registered professional licensed appraiser. The appraisal shall indicate actual replacement value of the building or structure in its pre-improvement condition, less depreciation for functionality and obsolescence and site improvements. The Marshall & Swift Residential Cost Handbook shall be used to determine costs for buildings or structures;or

- c. Real estate purchase contract within 12 months prior to the date of the application for a permit.

Sec. 16-84. - Map maintenance activities.

The National Flood Insurance Program requires flood data to be reviewed and approved by DHS-FEMA. This ensures that flood maps, studies and other data identified in section 16-32 accurately represent flooding conditions so appropriate special flood hazard area management criteria are based on current data, the following map maintenance activities are identified:

(1) Requirement to submit new technical data.

- a. For all development proposals that impact floodway delineations or BFEs, the floodplains manager shall ensure that technical data reflecting such changes is submitted to DHS-FEMA within six months of the date such information becomes available. These development proposals include:
 - 1. Floodway encroachments that increase or decrease BFEs or alter floodway boundaries;
 - 2. Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;
 - 3. Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and
 - 4. Subdivision or large scale development proposals requiring the establishment of base flood elevations in accordance with section 16-125
- b. It is the responsibility of the applicant to have technical data, required in accordance with section 16-84, prepared in a format required for a CLOMR or LOMR, and submitted to DHS-FEMA. Submittal and processing fees for these map revisions shall also be the responsibility of the applicant.
- c. The floodplains manager shall require a CLOMR prior to the issuance of a floodplain development permit for:
 - 1. Proposed floodway encroachments that increase the base flood elevation; and
 - 2. Proposed development which increases the base flood elevation by more than one foot in areas where DHS-FEMA has provided base flood elevations but no floodway.
- d. Development permits issued by the floodplains manager shall be conditioned upon the applicant obtaining a LOMR from DHS-FEMA for any development proposal subject to section 16-84.

Sec. 16-85. - Administrative procedures.

- (1) Inspections of work in progress: As the work pursuant to a permit progresses, the floodplains manager shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of this article and the terms of the permit. In exercising this responsibility, the floodplains manager, and each member of the floodplains manager's inspections department, has the authority, upon

presentation of proper credentials, to enter on any premises within the territorial jurisdiction at any reasonable hour for the purposes of inspection or other enforcement action.

- (2) Stop work orders: The floodplains manager may utilize stop work orders to prevent violations of this article, and in doing so, the following procedure shall be followed:
- a. The floodplains manager may order the work to be immediately stopped whenever a building, or part thereof, or development is being constructed, reconstructed, altered, or repaired in violation of this article or in violation of any regulation adopted or order issued pursuant to this article, and either:
 1. The violation or work being performed will alter the special flood hazard area in such a way that it would be difficult to abate the violation without substantial cost;
 2. The violation or work being performed would cause irreparable harm to the special flood hazard area;
 3. The violation or work being performed alters a watercourse; or
 4. The work being performed requires a development permit or certification and the work is being performed without a required development permit or certification.
 - b. The stop work order shall be in writing and shall state what work is to be stopped and what measures are required to abate the violation. The order shall include a statement of the findings made by the floodplains manager and shall list the conditions under which work that has been stopped by the order may be resumed. The delivery of equipment and materials, which does not contribute to the violation, may continue while the stop work order is in effect. A copy of this section may be attached to the stop work order.
 - c. The stop work order shall be served on the person responsible for the work by a person duly authorized by law to serve process. The person duly authorized by law to serve process shall also post a copy of the stop work order in a conspicuous place at the site of the work. The floodplains manager may also deliver a copy of the stop work order to any person that the floodplains manager has reason to believe may be responsible for the violation.
 - d. The directives of a stop work order become effective upon service of the order. Thereafter, any person notified of the stop work order who violates any of the directives set out in the stop work order may be assessed a penalty as provided in section 16-38. A stop work order issued pursuant to this section may remain in force until all non-compliant issues are rectified in the sole discretion of the floodplains manager.
 - e. The floodplains manager shall monitor compliance with the stop work order. The floodplains manager shall rescind the stop work order, in writing, if all the violations for which the stop work order is issued are corrected, no other violations have occurred, and all measures necessary to abate the violations have been taken. The floodplains manager shall rescind a stop work order that is issued in error.

- (3) **Revocation of permits:** The floodplains manager may revoke and require the return of the development permit by notifying the permit holder in writing, stating the reason for the revocation. Permits shall be revoked for departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of state or local laws; or for false statements or misrepresentations made in securing the permit. Any permit issued in error in violation of an applicable State or local law may also be revoked.
- (4) **Periodic inspections:** The floodplains manager, and each member of the floodplains manager's inspections department, has the authority, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.
- (5) **Initial notice of violation:** When the floodplains manager finds violations of applicable laws, the floodplains manager has the authority to notify the owner of the property of the violation. The owner shall take necessary actions to immediately correct each of the violations in accordance with this article.
- (6) **Actions in event of failure to take corrective action:** If prompt action is not taken to correct the violation, the floodplains manager shall give the owner(s) of the property written notice, by certified or registered mail, to the last known address of the owner(s), or by personal service, that:
 - a. The building or property is in violation of this article, and
 - b. A hearing will be held before the floodplains manager at a designated place and time, not later than ten days after the date of the notice, at which time the owner(s) shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter.
- (7) **Order to take corrective action:** If, upon a hearing held pursuant to the notice prescribed above, the floodplains manager finds that the property is in violation of this article, the floodplains manager shall make an order in writing to the owner(s), requiring that the owner(s) remedy the violation within such period the floodplains manager may prescribe, not less than 60 days. If the floodplains manager finds that there is imminent danger to life or other property, the floodplains manager may order that corrective action be taken in such lesser period as may be feasible.
- (8) **Appeal:** Any person who has received an order to take corrective action and/or stop work order may appeal the order to the board of zoning appeals by giving notice of appeal in writing to the floodplains manager within ten days following issuance of the final order. In the absence of an appeal, the order of the floodplains manager shall be final, or in the case of stop work orders, the stop work order will stand as issued. The board of zoning appeals shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.
- (9) **Failure to comply with order:** If the owner(s) fail to comply with an order to take corrective action or stop work order from which no appeal has been taken, or if the owner(s) fail to comply with an order of the board of zoning appeals following an appeal, the owner(s) shall be guilty of a misdemeanor and shall be punished in the discretion of the court. Each such person, firm, corporation or agent shall be deemed guilty of a separate offense for each and

every day, or portion thereof, during which any violation of any of the provisions of this article is committed, or continued.

- (10) Denial of flood insurance under the NFIP: If a property is declared in violation of this article and the violation is not remedied, the floodplains manager shall notify DHS-FEMA to initiate an action against property under section 1316 of the National Flood Insurance Act of 1968. Once a violation has been remedied the floodplains manager shall notify DHS-FEMA of the remedy and ask that the action under section 1316 be rescinded.
- (11) The following documents are incorporated by reference and may be used by the local floodplain manager to provide further guidance and interpretation of this ordinance as found on FEMA's website at www.fema.gov:
- a. FEMA 55 Coastal Construction Manual;
 - b. All FEMA Technical Bulletins;
 - c. All FEMA Floodplain Management Bulletins;
 - d. FEMA 348 Protecting Building Utilities from Flood Damage; and
 - e. FEMA 499 Home Builder's Guide to Coastal Construction Technical Fact Sheets.

Secs. 16-86—16-120. - Reserved.

DIVISION 3. - FLOOD HAZARD REDUCTION

Sec. 16-121. - General standards.

Where alternative locations exist, development may not occur in the special flood hazard areas due to the inherent hazards and risks involved. Before a permit is issued, the applicant shall demonstrate that new structures cannot be located out of the special flood hazard areas and that encroachments onto the special flood hazard areas are minimized. In all special flood hazard areas the following provisions are required:

- (1) Reasonably Safe from Flooding. Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding
- (2) Anchoring. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.
- (3) Flood resistant materials and equipment. All new construction and substantial improvements shall be constructed with flood-resistant materials and utility equipment resistant to flood damage.
- (3) Minimize flood damage. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (5) Utilities. Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork), and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during

conditions of flooding, and at a minimum of three feet above BFE. This requirement does not preclude the installation of outdoor faucets for shower heads, sinks, hoses, and similar equipment, as long as cut-off and backflow devices are installed to prevent contamination to the service components and thereby minimize any flood damages to the building.

- (6) Water supply systems. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (7) Sanitary sewage systems. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (8) Gas or liquid storage tanks. All gas or liquid storage tanks, either located above ground or buried, shall be anchored to prevent flotation or lateral movement resulting from hydrodynamic and hydrostatic loads.
- (9) Alteration, repair, reconstruction, or improvements. Any alteration, repair, reconstruction, or improvement to a structure must be in compliance with the provisions of this article, and shall meet the requirements of new construction as contained in this article. This includes post-FIRM development and structures. Alterations, repairs, reconstruction, or improvements shall not alter the flood carrying capacity within the altered or relocated portion of any watercourses.
- (10) Nonconforming buildings or uses. Nonconforming buildings or uses may not be enlarged, replaced, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this article. Provided, however, nothing in this article shall prevent the repair, reconstruction, or replacement of an existing building or structure located totally or partially within the special flood hazard area, provided that the bulk of the building or structure below BFE is not increased and provided that such repair, reconstruction, or replacement meets all of the other requirements of this article.
- (11) Accessibility. A building must meet the specific standards for construction outlined in section 16-122, as well as any applicable accessibility requirements promulgated by the state building codes council. The accessibility requirements are not justification for issuing a variance or otherwise waiving these requirements. The cost of improvements required to meet the accessibility provisions shall also be included in the costs of the improvements for calculating substantial improvement.

Sec. 16-122. - Specific standards.

In all special flood hazard areas that are designated as Zones A, AE, AH, AO, and A1-30, where base flood elevation data has been provided, as set forth in section 16-32 or outlined in the duties and responsibilities of the floodplains manager section 16-83, the following provisions are required:

- (1) Residential construction. New construction or substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor elevated no lower than three feet above the base flood elevation. No basements are

permitted. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the elevated buildings requirements in subsection 16-122(5).

- (2) **Nonresidential construction.** New construction or substantial improvement of any commercial, industrial, or non-residential structure (including manufactured homes) shall have the lowest floor elevated no lower than three feet above the level of the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the elevated buildings requirements in subsection 16-122(5). No basements are permitted. Structures located in special flood hazard areas that are designated as either Zone A or Zone AE may be floodproofed in lieu of elevation provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, using structural components capable of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A state-registered, professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certifications shall be provided to the floodplains manager as set forth in the floodproofing certification requirements in section 16-83. A variance may be considered for wet floodproofing agricultural structures in accordance with the criteria outlined in section 16-165 of this article. Agricultural structures not meeting the criteria of section 16-165 must meet the non-residential construction standards and all other applicable provisions of this article. Structures that are floodproofed are required to have an approved maintenance plan with an annual exercise. The maintenance plan must be approved by the floodplains manager, and notification of the annual exercise shall be provided to the same.
- (3) **Critical facilities.**
 - a. Existing critical facilities in the special flood hazard area that are substantially damaged or substantially improved as well as new and substantially improved critical facility structures shall be elevated or floodproofed in accordance with this article.
 - b. New critical facilities shall not be permitted in the special flood hazard area.
- (4) **Manufactured homes.**
 - a. Conditions requiring placement of manufactured home on permanent foundation. Manufactured homes that are placed or substantially improved on sites outside a manufactured home park or subdivision, in a new manufactured home park or subdivision, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as the result of a flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated no lower than three feet above the base flood elevation and securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

- b. **Conditions permitting placement of manufactured home on permanent foundation.** Manufactured homes that are to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are not subject to the provisions for residential construction in subsection 16-122(1) of this article must be elevated so that the lowest floor of the manufactured home is elevated no lower than three feet above the base flood elevation, and securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement.
 - c. **Anchoring.** Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. For the purpose of this requirement, manufactured homes must be anchored to resist flotation, collapse, or lateral movement in accordance with section 19-425.42 of the South Carolina Manufactured Housing Board Regulations, as amended. Additionally, when the elevation requirement would be met by an elevation of the chassis at least 36 inches or less above the grade at the site, the chassis shall be supported by reinforced piers or other foundation elements of at least equivalent strength. When the elevation of the chassis is above 36 inches in height, an engineering certification is required.
 - d. **Evacuation plan.** An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood-prone areas. This plan shall be filed with and approved by the floodplains manager and the Oconee County Emergency Services Department.
- (5) **Elevated buildings.** New construction or substantial improvements of elevated buildings that include fully enclosed areas usable solely for the parking of vehicles, building access, or limited storage in an area other than a basement, and which are subject to flooding shall be designed to preclude finished space and to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.
- a. **Certification or minimum criteria.** Designs for complying with this requirement must either be certified by a state professional engineer or architect or meet the following minimum criteria:
 - 1. Provide a minimum of two openings on different walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding,
 - 2. The bottom of all openings shall be no higher than one foot above grade,
 - 3. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions; and,
 - 4. Fill placed around foundation walls must be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building.
 - 5. Only the portions of openings that are below the base flood elevation (BFE) can be counted towards the required net open area.

- b. Hazardous velocities. Hydrodynamic pressure must be considered in the design of any foundation system where velocity waters or the potential for debris flow exists. If flood velocities are excessive (greater than five feet per second), foundation systems other than solid foundations walls should be considered so that obstructions to damaging flood flows are minimized.
 - c. Enclosures below BFE.
 - 1. Access to the enclosed area. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door), limited storage of maintenance equipment used in connection with the premises (standard exterior door), or entry to the living area (stairway or elevator).
 - 2. Requirements for the interior portion of the enclosed area. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms, except to enclose a single storage area and must be void of utilities except for essential lighting as required, and cannot be temperature controlled. One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest floor elevation specified in the specific standards outlined in subsection 16-122(1), (2) and (4).
 - 3. Flood-resistant construction materials. All construction materials below the required lowest floor elevation specified in the specific standards outlined in subsection 16-122(1), (2) and (4) should be of flood resistant materials.
- (6) Accessory structures.
- a. A detached accessory structure or garage, greater than 400 square feet must comply with the elevated structure requirements of subsection 16-122(5) or floodproofed in accordance with subsections 16-122(2).
 - b. When an accessory structure less than 400 square feet is to be placed in the special flood hazard area, the following additional criteria shall be met:
 - 1. Accessory structures shall not be used for human habitation (including work, sleeping, living, cooking or restroom areas),
 - 2. Accessory structures shall be designed to have low flood damage potential,
 - 3. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters,
 - 4. Accessory structures shall be firmly anchored to prevent flotation, collapse or lateral movement of the structure,
 - 5. Service facilities such as electrical and heating equipment shall be installed in accordance with section 16-121; and
 - 6. Openings to relieve hydrostatic pressure during a flood shall be provided below BFE in conformance with subsection 16-122(5)a.
 - 7. Accessory structures shall be built with flood resistance materials in accordance with Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, dated 8/08, and available from the Federal Emergency

Management Agency. Class 4 and 5 materials, referenced herein, are acceptable flood-resistant materials.

(7) Floodways. Floodways have erosion potential and are extremely hazardous areas due to the velocity of floodwaters carrying debris and potential projectiles. The following provisions shall apply to floodways:

a. No encroachments, including fill, new construction, substantial improvements, additions, and other developments, shall be permitted in a floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood. Such certification and technical data shall be presented to the floodplains manager; OR,

A Conditional Letter of Map revision (CLOMR) has been approved by FEMA. A Letter of Map Revision must be obtained upon completion of the proposed development.

b. If subsection 16-122(7)a is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of division 3.

c. No manufactured homes shall be permitted, except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and the elevation standards of subsection 16-122(4) are met.

d. Permissible uses within a floodway may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Lawns, gardens, play areas, picnic grounds, and hiking and horseback riding trails are acceptable uses, provided that they do not employ structures or fill. Substantial development of a permissible use may require a no-impact certification. A use listed in this division is permissible only if the use causes no adverse effect on the floodway, any increase in the BFE, or any change to the floodway configuration.

(8) Recreational vehicles.

a. A recreational vehicle is ready for highway use if it:

1. Is on wheels or a jacking system;
2. Is attached to the site only by quick-disconnect type utilities and security devices; and,
3. Has no permanently attached additions.

b. Recreational vehicles placed on sites shall either:

1. Be on site for fewer than 180 consecutive days and fully licensed and ready for highway use, or

2. Meet the development permit and certification requirements of section 16-82, general standards outlined in section 16-121, and manufacture homes standards in subsection 16-122(4).
- (9) **Map Maintenance Activities.** The National Flood Insurance Program (NFIP) requires flood data to be reviewed and approved by FEMA. This ensures that flood maps, studies and other data identified in Article I.D accurately represent flooding conditions so appropriate floodplain management criteria are based on current data. The following map maintenance activities are identified:
- a. **Requirement to Submit New Technical Data:**
 1. For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical or scientific data reflecting such changes be submitted to FEMA as soon as practicable , but no later than six months of the date such information becomes available. These development proposals include; but not limited to:
 - a) Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;
 - b) Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;
 - c) Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and
 - d) Subdivision or large scale development proposals requiring the establishment of base flood elevations in accordance with Article IV.C.1.
 2. It is the responsibility of the applicant to have technical data, required in accordance with Article IV.B.7, prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall also be the responsibility of the applicant.
 3. The local floodplain manager shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:
 - a) Proposed floodway encroachments that increase the base flood elevation; and
 - b) Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.
 4. Floodplain development permits issued by the local floodplain manager shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to Article IV B.7.
 - b. **Right to Submit New Technical Data.** The floodplain manager may request changes to any of the information shown on an effective map that does not impact floodplain

or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the local jurisdiction and may be submitted at any time.

(10) Swimming pool utility and/or equipment structures. If a swimming pool utility and/or equipment structure cannot be built at or above the BFE because of functionality of the equipment, then such structure may be built below the BFE with the following provisions:

- a. The structure must meet the requirements for accessory structures in subsection 16-122(6), the utilities and/or equipment must be anchored to prevent flotation, and the structure shall be designed to prevent water from entering or accumulating within the components during a flood.
- b. A variance may be granted to allow wet floodproofing of the structure.

(11) Elevators. A float switch system, or other similar system that provides the same level of safety, shall be installed for all elevators where there is a potential for the elevator cab to descend below the BFE during a flood per DHS-FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas. All equipment that may have to be installed below the BFE such as counterweight roller guides, compensation cable and pulleys, and oil buffers for traction elevators and the jack assembly for a hydraulic elevator must be constructed using flood-resistant materials where possible per DHS-FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas.

(12) Fill. An applicant shall demonstrate that fill is the only alternative to raising the building to meet the residential and non-residential construction requirements of subsections 16-122(1) and (2), and that the amount of fill used will not affect the flood storage capacity or adversely affect adjacent properties. The following provisions shall apply to all fill placed in the special flood hazard area:

- a. Fill may not be placed in the floodway unless it is in accordance with the requirements in subsection 16-122(7)a.
- b. Fill may not be placed in wetlands without the required state and federal permits.
- c. Fill must consist of soil and rock materials only. Dredged material may be used as fill only upon certification of suitability by a state-registered professional geotechnical engineer. Landfills, rubble fills, dumps, and sanitary fills are not permitted in the special flood hazard area.
- d. Fill used to support structures must comply with ASTM Standard D-698, as amended, and its suitability to support structures certified by a state-registered, professional engineer.
- e. Fill slopes shall be no greater than two horizontal to one vertical. Flatter slopes may be required where velocities may result in erosion; and,
- f. No encroachment, including fill, shall be permitted within an special flood hazard area, unless certification with supporting technical data, prepared by a state-

registered engineer, is provided to demonstrate that the encroachment will not result in adverse impact to the special flood hazard area. Adverse impact includes, but is not limited to, an increase in BFE, floodway elevation and floodway width. The demonstration shall include hydrologic and hydraulic analyses performed in accordance with standard engineering practice that meets the requirements of the NFIP. Compensatory storage at hydraulically equivalent sites within the proposed project area may be used as part of the required demonstration, with prior approval of the floodplains manager. If the encroachment results in adverse impact to the special flood hazard area, the applicant shall submit to DHS-FEMA a CLOMR or other appropriate map change application. Within 30 calendar days of completion of construction activities, the applicant shall apply to DHS-FEMA for a LOMR. The development permit will not be issued until DHS-FEMA has issued the CLOMR. The applicant is responsible for all technical submissions and fees required to obtain the CLOMR/LOMR.

- g. The use of fill shall not increase flooding or cause drainage problems on neighboring properties.
- h. Will meet the requirements of FEMA Technical Bulletin 10-01, *Ensuring That Structures Built On Fill in or Near Special Flood Hazard Areas Are Reasonably Safe from Flooding*.

(13) Drainage paths in Zones AH and AO. In all special flood hazard areas that are designated as Zones AH and AO, drainage paths shall be constructed around structures on slopes to guide floodwaters around and away from proposed structures.

Sec. 16-123. - Standards for streams without established base flood elevations and/or floodways.

Located within the special flood hazard areas that are designated as Zone A, are small streams where no base flood data has been provided or where no floodways have been identified. The following provisions apply within such areas:

- (1) No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within 100 feet of the stream bank unless certification with supporting technical data by a state-registered, professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (2) If subsection 16-123(1) is satisfied and base flood elevation data is available from other sources, all new construction and substantial improvements within such areas shall comply with all applicable provisions of Division 3 and shall be elevated or floodproofed in accordance with elevations established in accordance with subsection 16-83(9).

Sec. 16-124. - Standards for Streams with Established Base Flood Elevations but without Floodways - Along rivers and streams where Base Flood Elevation (BFE) data is provided but no floodway is identified for a Special Flood Hazard Area on the FIRM or in the FIS.

No encroachments including fill, new construction, substantial improvements, or other development shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the

proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

Sec. 16-125. - Standards for subdivision proposals.

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage and are subject to all applicable standards in this article.
- (2) All subdivision proposals shall have public utilities and facilities, such as sewer, gas, electrical and water systems, located and constructed to minimize flood infiltration damage.
- (3) All subdivision proposals shall provide for adequate drainage provided to reduce exposure to flood damage.
- (4) Base flood elevation data shall be provided for subdivision proposals and other proposed development.
 - a. The base flood elevation data shall be obtained in accordance with section 16-32; or
 - b. In all special flood hazard areas where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less. If a lot in a special flood hazard area is identified as an area of open space and is deeded as such, then a hydrologic and hydraulic engineering analysis that generates base flood elevations for the subdivision proposal will not be required.
- (5) All building lots containing special flood hazard areas or immediately adjacent to these areas shall have the proposed lowest floor elevation for each structure, in accordance with subsection 16-122(1), noted on the preliminary and final plat drawings.

Sec. 16-126. - Standards for areas of shallow flooding (AO Zones).

Located within the special flood hazard areas established in section 16-32 are areas designated as shallow flooding. The following provisions shall apply within such areas:

- (1) All new construction and substantial improvements of residential structures shall have the lowest floor elevated to the depth number specified on the flood insurance rate map, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor shall be elevated at least three feet above the highest adjacent grade.
- (2) All new construction and substantial improvements of nonresidential structures shall:
 - a. Have the lowest floor elevated to the depth number specified on the FIRM, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor shall be elevated at least three feet above the highest adjacent grade; or,
 - b. Be completely floodproofed together with attendant utilities or sanitary sewage systems to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural

components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

Secs. 16-127 — 16-160. - Reserved.

DIVISION 4. - VARIANCE PROCEDURES

Sec. 16-161. - Appeal board.

The Board of Zoning Appeals of Oconee County, as established by Oconee County in ch. 38, art. 6 of this Code of Ordinances, shall hear and decide requests for variances from the requirements of this article. The application for a variance shall be filed on a form obtained from the floodplains manager.

Sec. 16-162. - Limitation on authority.

An application for variance shall be based on a claim that the true intent of this article, or the rules legally adopted thereunder, have been incorrectly interpreted; the provisions of this article do not fully apply; or an equally good or better form of construction is proposed.

Sec. 16-163. - Right to appeal.

Any person aggrieved by the decision of the appeal board or any taxpayer may appeal such decision to the circuit court within 30 days.

Sec. 16-164. - Historic structures.

Variances may be issued for the repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

Sec. 16-165. - Agricultural structures.

Variances may be issued to wet floodproof an agricultural structure in accordance with Technical Bulletin 7-93, Wet Floodproofing Requirements for Structures Located in Special Flood Hazard Areas in Accordance with the National Flood Insurance Program, document number FIA-TB-7, dated 12/93, and available from DHS-FEMA. In order to minimize flood damages during the base flood and the threat to public health and safety, the structure must meet all of the conditions and considerations of section 16-169, this section, and the following standards:

- (1) Use of the structure must be limited to agricultural purposes as listed below:
 - a. Pole frame buildings with open or closed sides used exclusively for the storage of farm machinery and equipment,
 - b. Steel grain bins and steel frame comcribs
 - c. Irrigation sheds in connection with agricultural uses only, which are no greater than 200 square feet in area,

- d. General-purpose barns for the temporary feeding of livestock that are open on at least one side;
 - e. For livestock confinement buildings, poultry houses, dairy operations, and similar livestock operations, variances may not be issued for substantially damaged structures. New construction or substantial improvement of such structures must meet the elevation requirements of subsection 16-122(2) of this article; and,
 - f. Detached garages and storage sheds solely used for parking and limited storage in connection with agricultural uses only, which are no greater than 400 square feet in area.
- (2) In the case of a substantially damaged existing structure, the agricultural structure must be built or rebuilt with flood-resistant materials for the exterior and interior building components and elements below the base flood elevation.
 - (3) The agricultural structure must be adequately anchored to prevent flotation, collapse, or lateral movement. All of the structure's components must be capable of resisting specific flood-related forces including buoyancy, hydrostatic, hydrodynamic, and debris impact forces. Where flood velocities exceed five feet per second, fast-flowing floodwaters can exert considerable pressure on the building's enclosure walls or foundation walls.
 - (4) The agricultural structure must meet the venting requirement of subsection 16-122(5) of this article.
 - (5) Any mechanical, electrical, or other utility equipment must be located above the base flood elevation or contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with section 16-121 of this article.
 - (6) The agricultural structure must comply with the floodway encroachment provisions of subsection 16-122(7).
 - (7) Major equipment, machinery, or other contents must be protected. Such protection may include protective watertight floodproofed areas within the building, the use of equipment hoists for readily elevating contents, permanently elevating contents on pedestals or shelves above the base flood elevation, or determining that property owners can safely remove contents without risk to lives and that the contents will be located to a specified site out of the special flood hazard area.
 - (8) The agricultural structure must be located in wide, expansive special flood hazard areas, where no other alternative location for the agricultural structure exists. The applicant must demonstrate that the entire farm acreage, consisting of a contiguous parcel of land on which the structure is to be located, is in the special flood hazard area and no other alternative locations for the structure are available.

Sec. 16-166. - Considerations.

In passing upon such applications, the board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this article, and:

- (1) The danger that materials may be swept onto other lands to the injury of others;

- (2) The danger to life and property due to flooding or erosion damage, and the safety of access to the property in times of flood for ordinary and emergency vehicles;
- (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- (4) The importance of the services provided by the proposed facility to the community;
- (5) The necessity to the facility of a waterfront location, where applicable;
- (6) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
- (7) The compatibility of the proposed use with existing and anticipated development, and the relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- (8) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site,
- (9) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.

Sec. 16-167. - Findings.

Findings listed above shall be submitted to the appeal board, in writing, and included in the application for a variance. Additionally, comments from the Department of Natural Resources, Land, Water and Conservation Division, State Coordinator's Office, must be taken into account and included in the permit file.

Sec. 16-168. - Variances in floodways.

Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result unless a CLOMR is obtained prior to issuance of the variance. In order to insure the project is built in compliance with the CLOMR for which the variance is granted the applicant must provide a bond for 100 percent of the cost to perform the development.

Sec. 16-169. - Conditions.

Upon consideration of the factors listed above and the purposes of this article, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this article. The following conditions shall apply to all variances:

- (1) Variances may not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances.
- (2) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (3) Variances shall only be issued upon a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship, and a determination that the granting of a variance will not result in increased flood heights,

additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

- (4) The appeal board may consider the possible impacts on flood insurance premiums and the size of the lot in question.
- (5) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the BFE and the elevation to which the structure is to be built and a written statement that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. Such notification shall be maintained with a record of all variance actions.
- (6) Upon request, the floodplains manager shall maintain the records of all appeal actions and report any variances to DHS-FEMA.
- (7) Variances shall not be issued for unpermitted development or other development that is not in compliance with the provisions of this article. Violations must be corrected in accordance with section 16-85.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-33

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT BY AND BETWEEN CARRA H. ORR, GLORIA FAYE ORR BASHNAN, GLENDA O. BROCK, AND SUSAN O. WEST AS SELLERS, AND OCONEE COUNTY AS PURCHASER, OF APPROXIMATELY 54.8 ACRES OF LAND, INCLUDING ALL RIGHTS AND APPURTENANCES PERTAINING TO THE LAND, LOCATED AT 724 ROCK CRUSHER ROAD AND 698 ROCK CRUSHER ROAD (TMS## 190-00-03-034 and 190-00-03-001), OVER A PERIOD OF TEN YEARS AND WITH ALL SUMS FUNDING THE PURCHASE DERIVING SOLELY FROM THE OCONEE COUNTY ROCK QUARRY ENTERPRISE FUND; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the County currently desires purchase approximately 54.8 acres of land, including all rights and appurtenances pertaining to the land, located at 724 Rock Crusher Road and 698 Rock Crusher Road (TMS## 190-00-03-034 and 190-00-03-001) (the "Property"), over a period of ten years, consistent with the terms of a Purchase and Sale Agreement (the "Agreement"); and

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

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

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

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

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

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

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

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

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

Section 6. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ___ of _____, 2016.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading: November 1, 2016 [title only]

Second Reading: November 15, 2016

Public Hearing:

Third & Final Reading:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2016-34

AN ORDINANCE DEVELOPING A MULTI-COUNTY INDUSTRIAL AND BUSINESS PARK (PROJECT MACKINAW) WITH PICKENS COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT GOVERNING THE MULTI-COUNTY INDUSTRIAL PARK; AUTHORIZING THE INCLUSION OF CERTAIN REAL PROPERTY LOCATED IN OCONEE COUNTY IN THE MULTI-COUNTY INDUSTRIAL PARK; AND OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina (“Oconee”), and Pickens County, South Carolina (“Pickens,” collectively, “Counties,” each, “County”), as contiguous counties, are authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (“Act”), to jointly develop a multi-county park to include real and personal property located in the geographic boundaries of the Counties;

WHEREAS, as provided under the Act, to promote the economic welfare of their citizens, the Counties desire to jointly develop a multi-county industrial and business park (Project Mackinaw) (“Park”) and execute and deliver an Agreement Governing the Park, the substantially final form of which is attached as *Exhibit A* (“Agreement”), to govern the inclusion of real and personal property in and expansion of the boundaries of the Park; and

WHEREAS, the Counties desire to include certain property in the Park (“Property”), as more particularly described on the attached *Exhibit B* and are hereby authorizing the inclusion of the Property in the Park.

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

Section 1. Oconee is authorized to jointly develop the Park with Pickens. The Oconee County Council Chair (“Chair”) is authorized to execute the Agreement, the Clerk to the Oconee County Council (“Clerk”) is authorized to attest the same, and the Oconee County Administrator (“County Administrator”) is authorized to deliver the Agreement to Pickens. The form of the Agreement attached hereto is approved, with any revisions not materially adverse to Oconee approved by the County Administrator, following consultation with legal counsel to Oconee, and all of the terms of the Agreement are incorporated in this Ordinance by reference as if the Agreement were set forth in this Ordinance in its entirety.

Section 2. The County authorizes the inclusion of the Property in the Park.

Section 3. The Chair, the County Administrator and the Clerk (or their respective designees) are authorized to execute whatever other documents and take whatever further actions as may be necessary to effect the intent of this Ordinance.

Section 4. If any part of this Ordinance is unenforceable, the remainder is unaffected.

Section 5. Any ordinance, resolution or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 6. This Ordinance is effective after third and final reading.

OCONEE COUNTY, SOUTH CAROLINA

Paul A. Cain, Chairman
Oconee County, South Carolina

(SEAL)
ATTEST:

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

READINGS:

First Reading: November 1, 2016
Second Reading: November 15, 2016
Public Hearing:
Third Reading:

EXHIBIT A
PARK AGREEMENT (PROJECT MACKINAW)

EXHIBIT B
LEGAL DESCRIPTION – PROJECT MACKINAW

All that certain piece, parcel or tract of land, situate, lying and being situated in the State of South Carolina, County of Oconee, containing approximately 39.70 acres, more or less as shown on that plat prepared for Oconee County, SC by Lavender, Smith & Associates, Inc., dated July 3, 2015 and recorded in the Office of the ROD for Oconee County in Plat Book B535, pages 3-4. Reference being made to said plat for a more complete and accurate description as to metes, bounds, courses and distances, all measurements being a little more or less.

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

AGREEMENT FOR DEVELOPMENT
FOR JOINT COUNTY INDUSTRIAL/BUSINESS
PARK (OCONEE-PICKENS INDUSTRIAL
PARK – PROJECT MACKINAW)

THIS AGREEMENT for the development of a joint county industrial/business park (Project Mackinaw) to be located within Oconee County, South Carolina (“Oconee County”) is made and entered into as of the — day of ____, 2016 by and between Oconee County and Pickens County, South Carolina (“Pickens County”).

RECITALS

WHEREAS, Oconee County, South Carolina and Pickens County, as contiguous counties, have determined that, in order to promote economic development and thus provide additional employment opportunities, there should be established in Oconee County, a Joint County Industrial Park (Oconee-Pickens Industrial Park – Project Mackinaw) (the “Park”); and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from ad valorem taxation, but the owners or lessees of such property shall pay annual fees in lieu of taxes in an amount equal to that amount for which such owner or lessee would be liable except for such exemptions; and

WHEREAS, Oconee County has agreed to accept responsibility for the costs of infrastructure, maintenance, promotional costs, and other appropriate costs associated with the establishment and operation of the Park, to the extent, and only to the extent, not covered by private developers or owners of property in the Park;

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Oconee County and Pickens County, their successors and assigns.

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

3. Location of the Park.

(A) The Park shall consist of property located in Oconee County. Such property is hereinafter described in Exhibit "A". The boundaries of the Park may be enlarged or diminished and property may be included from time to time as authorized by ordinances of both Oconee County and Pickens County.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit "A" which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Oconee County Council and Pickens County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by Pickens County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by Oconee County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Oconee County at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding the foregoing, for a period of five (5) years commencing with the later of the effective date of this Agreement or the effective date of the expansion of the boundaries of the Park to include such parcel, the boundaries of the Park shall not be diminished so as to exclude therefrom any parcel or real estate without the consent of the owner and the Counties and, if applicable, lessee of such parcel; and this sentence of this Agreement may not be modified or deleted herefrom for a period of five (5) years commencing with the effective date hereof, except as provided in Section 10 below. Further, notwithstanding any other provision hereof, no parcel or property may be deleted from the Park while any incentive, or form of government financing for Oconee County is dependent on such parcel or property being in a joint county industrial/business park.

(E) In the event any enlargement of the boundaries of the park cause the Park boundaries to encompass all or a portion of a municipality, the Counties must obtain the consent of the municipality prior to the expansion of the Park.

4. Fee in Lieu of Taxes. Property located in the Park shall be exempt from ad valorem taxation in accordance with Article VIII, Section 13(D). The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount equivalent to the ad valorem property taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Park Expenses. Oconee County and Pickens County shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of

the Park and costs to provide public services such as sewage, water, fire, and police protection within the Park in the following proportions:

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

Notwithstanding the foregoing, nothing herein shall be construed to prevent Oconee County from requiring the owner of privately owned property within the Park to bear all such expenses.

6. Allocation of Park Revenues. Oconee County and Pickens County shall receive an allocation of all revenue generated by the Park through payment of fees in lieu of ad valorem property taxes or from any other source in the following proportions:

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

7. Revenue Allocation Within Each County. Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to Oconee County and to Pickens County according to the proportions established by Paragraph 6. Such revenue shall be distributed within Oconee County in accordance with the applicable governing ordinance of Oconee County in effect from time to time. Revenues received by Pickens County by way of fees in lieu of taxes from property in Oconee County in the Park shall be retained by Pickens County.

8. Fees in Lieu of Taxes Pursuant to Titles 4, 12 and 29 of the Code of Laws of South Carolina. It is hereby agreed that the entry by Oconee County into any one or more agreements pursuant to Section 4-12-30, Section 4-29-67 or Section 12-44-30, Code of Laws of South Carolina, 1976, as amended, or any successor statutes, with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Oconee County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation of the political subdivisions within the Park and for the purpose of computing the index of taxpaying ability of the applicable school district(s) pursuant to Section 59-20-20(3), Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to Oconee County and Pickens County shall be identical to the percentage established for the allocation of revenue to each county, respectively, pursuant to Paragraph 7.

10. Non-qualifying Use. Notwithstanding anything in paragraph 3 to the contrary, in the event that a tract or site of land located in the Park is purchased and developed by a person or business enterprise whose employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in South Carolina Code of Laws, 1976, as amended, Section 12-6-3360 (the "Non-qualifying Site"), Oconee County may unilaterally remove by ordinance, the Non-qualifying Site from the Park, so long as, and to the extent that such removal does not adversely impact any financing or other incentive then in effect.

The maximum tax credits allowable by Section 12-6-3360 of the Code of Laws of South

Carolina, 1976, as amended or any successor statute, will apply to any business enterprise locating in the Park.

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

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

In order to avoid any conflict of laws for ordinances between the Counties, the Oconee County ordinances will be the reference for such regulations or laws in connection with the Park premises. Nothing herein shall be taken to supersede any state or federal law for regulation.

The Oconee County Sheriff's Department will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park premises and fire, sewer, water and EMS service will be provided by those Oconee County agencies providing such services in that part of Oconee County.

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

12. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Oconee County and Pickens County agree that this Agreement may not be terminated by either party, unilaterally, until the earlier of December 31, 2056, or the date on which the last FILOT payment is received from any Project located in the Park, but may be terminated, unilaterally, by either party thereafter.

[SIGNATURE PAGES FOLLOW]

WITNESS our hands and seals 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

And this ____ day of _____ 2016

PICKENS COUNTY, SOUTH CAROLINA

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

ATTEST:

By: _____
Crystal A. Alexander, Clerk to County Council
Pickens County, South Carolina

EXHIBIT A
LAND DESCRIPTION
OCONEE COUNTY

All that certain piece, parcel or tract of land, situate, lying and being situated in the State of South Carolina, County of Oconee, containing approximately 39.70 acres, more or less as shown on that plat prepared for Oconee County, SC by Lavender, Smith & Associates, Inc., dated July 3, 2015 and recorded in the Office of the ROD for Oconee County in Plat Book B535, pages 3-4. Reference being made to said plat for a more complete and accurate description as to metes, bounds, courses and distances, all measurements being a little more or less.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: November 15, 2016
COUNCIL MEETING TIME: 6:00 p.m.**

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2016-35: "AN ORDINANCE AUTHORIZING THE DISSOLUTION OF THE SOUTH CAROLINA WORKLINK WORKFORCE INVESTMENT CORPORATION, A SOUTH CAROLINA NONPROFIT CORPORATION, ESTABLISHED TO SERVE AS THE LOCAL WORKFORCE INVESTMENT BOARD FOR THE WORKFORCE INVESTMENT AREA COMPRISED OF ANDERSON COUNTY, OCONEE COUNTY, AND PICKENS COUNTY, SOUTH CAROLINA AND CANCELLATION OF THE INTERGOVERNMENTAL AGREEMENT BY AND AMONG SAID COUNTIES; AND OTHER MATTERS RELATING THERETO."

BACKGROUND DESCRIPTION:

Ordinance 2016-35 will authorize the County Council Chairman and/or the County Administrator to terminate the Intergovernmental Agreement between Oconee County, Pickens County, and Anderson County that provided for, among other things, the creation of the South Carolina WorkLink Workforce Investment Corporation (the "Corporation"). The Ordinance also grants the authority to do all things necessary to dissolve the Corporation.

The termination of the Intergovernmental Agreement and the dissolution of the Corporation are "housekeeping" tasks made necessary by, among other factors, the enactment of the Workforce Innovation Act, which replaced the Workforce Investment Act, making the Intergovernmental Agreement and the Corporation no longer necessary.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

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

Approved by : **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : **Grants**

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council take first reading of Ordinance 2016-35.

Submitted or Prepared By:

S/ David A. Root, County Attorney

Department Head/Elected Official

Approved for Submittal to Council:


T. Scott Moulder, County Administrator

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

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

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-35

AN ORDINANCE AUTHORIZING THE DISSOLUTION OF THE SOUTH CAROLINA WORKLINK WORKFORCE INVESTMENT CORPORATION, A SOUTH CAROLINA NONPROFIT CORPORATION, ESTABLISHED TO SERVE AS THE LOCAL WORKFORCE INVESTMENT BOARD FOR THE WORKFORCE INVESTMENT AREA COMPRISED OF ANDERSON COUNTY, OCONEE COUNTY, AND PICKENS COUNTY, SOUTH CAROLINA AND CANCELLATION OF THE INTERGOVERNMENTAL AGREEMENT BY AND AMONG SAID COUNTIES; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the United States Congress enacted Public Law 105-220, known as the Workforce Investment Act of 1998 (“WIA”), which among other things, was enacted to facilitate workforce investment activities through the implementation of state and local workforce investment systems;

WHEREAS, by virtue of a Consortium Agreement entered into by and among Anderson County, Oconee County, and Pickens County, South Carolina (collectively, the “Counties”) in 1999 (the “Consortium Agreement”), in accordance with Section 117(c)(1)(B)(i) of the WIA, a consortium known as the WorkLink Workforce Investment Board (the “Consortium Board”) was formed to serve as the local workforce investment board for the workforce investment area comprised by the three Counties (the “Pendleton Workforce Area”), as designated by the Governor of South Carolina, all as required under the WIA and the state plan adopted by the Governor of South Carolina implementing the WIA (the “State Plan”);

WHEREAS, the Consortium Board and the County Council for each of the Counties formed a South Carolina nonprofit corporation known as the **South Carolina WorkLink Workforce Investment Corporation** (the “Corporation”) on October 27, 2011, so that the Corporation could carry on all of the functions of the Consortium Board as the local workforce investment board for the Pendleton Workforce Area;

WHEREAS, the Counties entered into an intergovernmental agreement to be effective October 10, 2011 (the “Intergovernmental Agreement”), which among other things, provided for the creation and organization of the Corporation and set out certain duties and obligations of the Counties related to the Corporation, all in accordance with the WIA and the State Plan;

WHEREAS, the United States Congress enacted Public Law 113-128, known as the Workforce Innovation Act (“WIOA”), which among other things, was enacted to replace and repeal the WIA and restructure the way statewide and local workforce development systems provide workforce investment activities;

WHEREAS, by virtue of the enactment of the WIOA, the Counties desire to mutually terminate the Intergovernmental Agreement and authorize the dissolution of the Corporation in order to further the implementation of the WIOA;

WHEREAS, the county council of Oconee County (the "County Council") believes it is in the best interest of Oconee County (the "County") to terminate the Intergovernmental Agreement and approve the dissolution of the Corporation and to authorize the Chairperson of County Council and/or the County Administrator to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the cancellation of the Intergovernmental Agreement and dissolution of the Corporation on behalf of the County.

NOW, THEREFORE, be it ordained by County Council, in meeting duly assembled, that the Intergovernmental Agreement should be terminated and that the Corporation should be dissolved, and that the Chairperson of County Council and/or the County Administrator is hereby authorized to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the termination of the Intergovernmental Agreement and the dissolution of the Corporation on behalf of the County, and to carry out any duties and responsibilities contained therein on behalf of the County.

ORDAINED in meeting, duly assembled, this ___ of _____, 2016.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading: November 15, 2016
Second Reading:
Public Hearing:
Third Reading:

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: November 15, 2016
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

ORDINANCE 2016-36 [Title Only] "AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS TO AMERICAN LEGION POST 124 FOR THE PURPOSE OF PROVIDING ACCESS TO DISPOSE OF SANITARY SEWER INTO A PUBLICLY-OWNED SANITARY SEWER SYSTEM THAT CAN BE ACCESSED ON COUNTY-OWNED PROPERTY, AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

American Legion Post 124 owns property located along Kenneth Street (TMS 500-24-01-010). The American Legion property adjoins County-owned property (TMS 500-24-01-001). American Legion Post 124 needs to obtain access to dispose of sanitary sewer into a publicly-owned sanitary sewer system. The publicly-owned sanitary system can be accessed within the County-owned property. The ordinance authorizes the County to grant an access easement to Americas Legion Post 124 for such purposes.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

N/A

FINANCIAL IMPACT [Brief Statement]:

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

Approved by: Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / **No**

If yes, who is matching and how much:

Approved by: Grants

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council approve, on first reading, this ordinance in title only.

Submitted or Prepared By:

Approved for Submittal to Council:

s/ David A. Root

Department Head/Elected Official

T. Scott Moulder, County Administrator

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

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 15, 2016

ITEM TITLE:

Procurement #: **RFP 16-07** Title: **Airport Engineer & Consultant** Department: **Airport** Amount: **N/A**

FINANCIAL IMPACT:

Most Airport engineering services are funded by the FAA through grants for approved projects. The FAA would pay 95% of the costs, the State pays 2.5% and a matching 2.5% is required from County funds. Future projects will be brought to Council on an individual basis when project costs exceed \$50,000.

BACKGROUND DESCRIPTION:

A Request for Qualifications, RFQ 16-03, for Professional Engineer and Consulting Services for Oconee County Airport was issued on July 20, 2016 and sent to 16 firms. Five proposals were received on August 18, 2016. An Evaluation Committee consisting of Jeff Garrison, Airport Director, Ron Chiles, Eddie Perry and Randy Renz, Airport Commissioners, and Josh Stephens, Assistant to the County Administrator, reviewed and scored the proposals and recommended three firms: Goodwyn, Mills, Cawood, Michael Baker International and W K Dickson to be short-listed to continue on with Phase Two of the selection process.

On September 7, 2016 RFP 16-07, Professional Services - Airport Engineer and Consultant, Phase Two, was issued to the three short-listed firms and on October 11, 2016, three proposals were received. The same Evaluation Committee met and reviewed and scored these proposals and recommended W K Dickson, of Columbia, SC for award.

SPECIAL CONSIDERATIONS OR CONCERNS:

FAA regulations state that this award shall be for a five year period.

ATTACHMENT(S):

1. Summary Score Sheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the award of RFP 16-07 for Professional Services - Airport Engineer and Consultant, Phase Two, to W. K. Dickson & Company, Inc., of Columbia, SC for a five year term for services as needed.

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

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

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

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

ROUND 1 - SCORING FOR RFP 16-03					
Bidder	ADC Engineering Hanahan, SC	DECEMBER Consultants with Vaughn & Melton Richmond, VA	Goodwyn, Mills, Cawood Greenville, SC	Michael Baker International Columbia, SC	WK Dickson Columbia, SC
Total Score	1477.50	1787.50	1875	2125	2250
RANKING	5	4	3	2	1

ROUND 2 - SCORING FOR RFP 16-07			
Bidder	Goodwyn, Mills, Cawood Greenville, SC	Michael Baker International Columbia, SC	WK Dickson Columbia, SC
Total Score	2102.50	2197.5	2450
RANKING	3	2	1

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 15, 2016

ITEM TITLE:

Procurement #: RFP 16-08 Title: Drilling & Blasting Services Department: Quarry Amount: \$450,000.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2016-2017 budget process:
Budget: \$450,000 Project Cost: \$450,000 Balance: \$0.00

Finance Approval: Laddale Price

BACKGROUND DESCRIPTION:

RFP 16-08 for Drilling and Blasting Services was issued on September 21, 2016 and opened on October 20, 2016. Eleven companies were originally notified of this opportunity and proposals were received from two firms. An Evaluation Committee consisting of Rick Martin, Quarry Manager, Pam McCall, Quarry Office Manager, Charles M. Kerr, Quarry Foreman, and Swain Still, Director of Solid Waste, reviewed and scored the proposals and Elite Blasting Services, LLC was recommended for award.

ATTACHMENT:

1. RFP Scoring Summary Sheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council (1) approve Award RFP 16-08, Drilling and Blasting Services for the Oconee County Quarry to Elite Blasting Services, LLC, of Statesville, NC for an estimated amount of \$450,000.00, and (2) authorize the County Administrator to renew this contract for up to four one-year periods, provided their work is satisfactory.

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

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

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 17 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

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

	Austin Powder		Elite			
TOTAL	1531.5		1601.5			
RANKING	2		1			



NOTES
REAL ESTATE, FACILITIES & LAND MANAGEMENT
COMMITTEE MEETING
November 8, 2016

Potential Uses for Oakway Intermediate School / Follow Up & Operation Discussion

Ms. Cammick noted that the Fair Play/Fair Oak civic group has been meeting and are working on issues related to interested parties in space in the facility / space utilization, entity contributions, events for facility, sports in the gym, etc.

Mr. Moulder noted that the County has received both the property condition assessment and the Phase I assessment from the School District of Oconee County [SDOC]; noting he saw no issues in the County accepting the property from the SDOC.

Ms. Cammick noted that the SDOC has refinished the gym floor and replaced the basketball hoop; noting that basketball will begin in December with five teams having been created.

The Committee took no further action regarding this matter at this meeting.

Bountyland Fire Substation / Follow Up

Mr. Moulder addressed the Committee noting that the RFP went out with one bidder responding [Joel Davis] and that there will be a meeting next week to begin design, etc. Lastly he noted that construction on this site will hopefully begin after the first of the year.

Whetstone Fire Substation

Mr. Moulder addressed the Committee noting the neighboring property owner has denied the County's request for an easement; therefore, he has contacted another property owner who will likely agree to a share well. Lastly, he noted that Mr. Root is working on the easement documents that will be presented to Council at a future meeting.



NOTES

BUDGET, FINANCE & ADMINISTRATION COMMITTEE

November 8, 2016

School Resource Officers [SRO] / Program & Funding Discussion

Sheriff Mike Crenshaw addressed the Committee regarding various aspects to a SRO program to add officers to have one in all Oconee County publicly funded schools [to include NEXT Eagle Ridge] to include but not limited to:

- Not an option to train school teachers at the Academy to certify them to carry as it violates state law
- SRO class 2 weeks on top of required Academy training
- Potential to add one additional SRO to float to cover illness, vacations, etc.

Mr. Root addressed previous discussions regarding options for funding officers for the county's private and religion based schools. He noted two citations [below] that prohibit public dollars funding these institutions; however, he stated that they can contract on their own to provide security for their institutions if they wish.

No money shall be paid from public funds nor shall the credit of the State or any of its political subdivisions be used for the direct benefit of any religious or other private educational institution. S.C. Const. art. XI § 4

The credit of neither the State nor of any of its political subdivisions shall be pledged or loaned for the benefit of any individual, company, association, corporation, or any religious or other private education institution except as permitted by Section 3, Article XI of this Constitution. S.C. Const. art. XI § 11

Discussion followed with various opinions offered to include but not limited to:

- State activity to address SRO's in all schools / Funding
- Anderson County direction to their District IV to fund and hire an SRO after the Townville shooting.
- School District of Oconee [SDOC] contribution to funding for officers; minimum 50% will be requested
- Candidate recruitment to ensure proper selection [Sheriff Crenshaw noted several qualified staff on board at present interested in the positions]

Sheriff Crenshaw noted that he hopes to have the two recently funded officers in place after the Christmas school break and if additional positions are funded to have those officers in place for the beginning of the 2017-2018 school year.

Lastly, Mr. Moulder provided the following funding estimates for Council's consideration.

	Year 1	Years 2+
8 Officers [including salary, fringe, new vehicles & equipment]	\$766,896	\$455,520
8 Officers [including salary, fringe, "hand me down" vehicles & equipment]	\$517,000	\$455,520
8 Officers [including salary, fringe, half new and half "hand me down" vehicles & equipment]	\$642,000	\$455,520

Mr. Cain suggested that all interested parties [Oconee County Council & Administration, Oconee County Sheriff, SDOC representatives and municipality representatives] meet to discuss options and funding commitments

Live Broadcasting of Council Meetings

Mr. Moulder noted that costs to begin live broadcasting of meetings from Council Chambers would be minimal at approximately \$4,000 for the camera equipment. He stated that our IT department recommended we use the YouTube platform to live broadcast meetings through a link on the County website. He noted that:

1. It would be a "locked" platform and that users would have to go through the county website to view
2. There would not be storage or server issues as YouTube houses the files
3. Council would need to pass an ordinance related to retention of these videos

MOTION TO AFFIRM COMMITTEE RECOMMENDATION TO direct the Administrator to proceed with the purchase of equipment and other related matters in order to begin live broadcasting of meetings in Council Chambers.

FY 2017-2018 Budget Process Discussion / Mr. Moulder

Mr. Moulder reviewed with the Committee work begun to begin the 3-year budget process as discussed previously. He discussed early revenue estimates based on actual assessed values today [see chart below].

	<u>Revenue [Millions]</u>	<u>Expenditures [Millions]</u>
FY 2016-2017	\$45.9	\$44.6
FY 2017-2018	\$44.2	-\$400,000 Shortfall from LY +\$350,000 Full Carry for Sheriff Office Raises +\$250,000 Estimated SRO costs -\$1,000,000 FY 17-18 as of today
FY 2018-2019	\$44.4	
FY 2019-2020	\$44.7	

Mr. Moulder noted that over the past 5 years that Operations has been cut in excess of \$4,000,000 and that personnel costs have risen dramatically.

Next, Mr. Moulder addressed a 10-Year Vehicle Replacement Schedule; noting that Council has avoided significant replacements in the past that need to be now be addressed.

Estimated Funding [Millions Per Year]	Years
\$4	1-4
\$3	5-6
\$2	7-10

Robert M. Hitt III
Chairman



Bonnie Ammons
Executive Director

South Carolina
Rural Infrastructure Authority

November 8, 2016

The Honorable Paul Cain
Council Chairman
Oconee County
415 South Pine Street
Walhalla, SC 29691

Dear Chairman Cain:

On behalf of the South Carolina Rural Infrastructure Authority, I am pleased to inform you that an Economic Infrastructure grant has been approved in the amount of \$500,000 for the Oconee Industry and Technology Park - Water / Sewer Phase II South project. This project will encourage economic development in your community.

You will receive a grant agreement within the next few days. We look forward to working with you to build greater infrastructure capacity and create opportunities in South Carolina.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Hitt III'.

Robert M. Hitt III
Chairman

cc: The Honorable Thomas C. Alexander
The Honorable William E. Sandifer III
The Honorable William K. Whitmire

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1968

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LIBRARY

Beth Hulse

From: Richard Blackwell
Sent: Tuesday, November 15, 2016 4:47 PM
To: Amanda Brock; Beth Hulse; Sharon DeRidder
Subject: Fwd: Rural Infrastructure Authority awards more than \$9 million in water and sewer grants

FYI

News release from DOC

Richard K. Blackwell
Oconee Economic Alliance

(O): 864-638-4210
(C): 864-784-5736

To learn more about South Carolina's "Geography of Opportunity," please visit www.InvestOconeeSC.com

Sent from my iPhone

Begin forwarded message:

From: "S.C. Department of Commerce" <marketing@seconmerce.com>
Date: November 15, 2016 at 2:04:17 PM EST
To: rblackwell@oconeeuse.com
Subject: Rural Infrastructure Authority awards more than \$9 million in water and sewer grants
Reply-To: marketing@seconmerce.com



South Carolina
Rural Infrastructure
Authority

- NEWS RELEASE -

For Immediate Release
November 15, 2016

Rural Infrastructure Authority awards more than \$9 million in water and sewer grants

Twenty-five projects across the state to receive funding

COLUMBIA, S.C. – Building capacity in water, sewer and storm drainage infrastructure continues to be the focus of the [S.C. Rural Infrastructure Authority \(RIA\)](#), as its Board of Directors recently approved more than \$9 million in grant awards for 25 projects across South Carolina. More than half of the projects funded were in counties designated as Tier III and IV, which are considered to be less developed.

More than 29,000 residential customers and 2,000 businesses will benefit from the improvements, thereby strengthening the efforts to protect public health and the environment, as well as support existing and new economic activities.

"This financial assistance is a direct investment in the future of South Carolina's communities," said Executive Director Bonnie Ammons. "By ensuring that residents have safe drinking water and a clean environment, we improve the quality of life and open the door to future opportunities."

Whether assisting local utilities that are facing regulatory compliance requirements or funding projects to upgrade aging infrastructure in need of repair, replacement or greater capacity, the RIA is committed to supporting local efforts to improve water and sewer service to residents and businesses.

Grants are awarded through a competitive process that considers needs for improved public health, environmental protection, community sustainability and economic development. Applicants are required to match the RIA funding request. Applications are selected by the RIA Board based on criteria including: severity of the problem; expected impact and feasibility of the project.

A full list of grant recipients for the first round of fiscal year 2017 is below. To learn more about RIA or how to apply for grant assistance, visit www.ria-sc.gov.

Anderson County	Economic Sewer Infrastructure	\$500,000
Clinton, City of	Economic Sewer Infrastructure	\$300,000
Easley Combined Utilities	Sewer System Improvements	\$281,373
Fairfield County	Economic Water Infrastructure	\$500,000
Georgetown County	Economic Water Infrastructure	\$175,000
Georgetown County Water and Sewer District	Sewer System Improvements	\$500,000
Greenwood Metropolitan District	Economic Sewer Infrastructure	\$500,000

Hardeeville, City of	Economic Water and Sewer Infrastructure	\$365,000
Hartsville, City of	Pump Station Upgrade	\$321,575
Hickory Grove, Town of	Water System Improvements	\$138,262
Isle of Palms, City of	Drainage System Upgrade	\$500,000
Kershaw County & Lee County Regional Water Authority	Water Tank Construction	\$500,000
Kingstree, Town of	Sewer System Improvements	\$306,834
Laurens County Water and Sewer Commission	Economic Sewer Infrastructure	\$324,500
Loris, City of	Pump Station Upgrade	\$389,000
McCormick Commission of Public Works	Water System Improvements	\$390,000
Oconee County	Economic Water and Sewer Infrastructure	\$500,000
Pickens, City of	Water Line Upgrade	\$250,000
Ridgeway, Town of	Water Tank Construction	\$500,000
Smoaks, Town of	Water Line Upgrade	\$500,000
Sumter, City of	Well System Upgrade	\$222,480
Union County	Water System Improvements	\$399,685
Union, City of	Sewer System Improvements	\$220,000
Wagener, Town of	Pump Station Upgrade	\$319,125
York, City of	Sewer System Improvements	\$325,387
TOTAL	25 projects	\$9,228,221

About S.C. Department of Commerce

As South Carolina's leading economic development agency, the Department of Commerce works to recruit new businesses and help existing business grow. Commerce has recruited world-class companies to South Carolina such as BMW, Boeing, Continental, Giti Tire, LPL Financial Holdings, Mercedes-Benz Vans, Toyota and Volvo Cars and also supports startups, small and existing business, innovation and rural development initiatives. Commerce partners with the [S.C. Technical College System](#) via [readySC](#) to support workforce training and recruiting, and with the [S.C. Department of Employment and Workforce](#), which provides worker training and employment opportunities within the state. In three of the last five years, IBM Plant Location International reports ranked South Carolina first in the nation for attracting jobs through foreign investment, per capita. The state won the Gold Shovel Award and the Project of Year Award from Area Development magazine in 2012, 2014 and 2015. For more information, visit www.SCCommerce.com.

MEDIA CONTACT:

Adrienne R. Fairwell, APR
Director of Marketing & Communications
South Carolina Department of Commerce
(803) 737-1998
afairwell@sccommerce.com
www.SCCommerce.com

-###-



South Carolina Department of Commerce

(803) 737-1998 | marketing@sccommerce.com

1201 Main Street, Suite 1600 | Columbia, SC 29301

www.SCCommerce.com

S.C. Department of Commerce,
1201 Main Street, Suite 1600, Columbia, SC 29301

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Beth Hulse

From: Scott Moulder
Sent: Tuesday, November 15, 2016 6:51 PM
To: Beth Hulse
Subject: Fwd: Grants Update

Sent from my iPhone

Begin forwarded message:

From: Scott Moulder <smoulder@oconeesc.com>
Date: November 14, 2016 at 11:57:25 AM EST
To: Council District 1 <district1@oconeesc.com>, Council District 2 <district2@oconeesc.com>, Council District 3 <district3@oconeesc.com>, Council District 4 <district4@oconeesc.com>, Council District 5 <district5@oconeesc.com>
Subject: Grants Update

Good Morning Council,
I just wanted to provide you an update on the efforts of our Grant Administrator.

In the last year we have submitted 46 Grant Applications across many different topics. Of those 46, 33 were approved ranging from a few thousand dollars to over a million. We have been awarded almost \$2.5 million in grant funds.

There are 16 more we are currently researching and will determine whether they match our needs.

Should you have any questions, please let me know.

T. Scott Moulder
County Administrator
Oconee County
415 S. Pine Street
Walhalla, SC 29691
(864) 638-4245

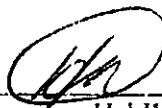
PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

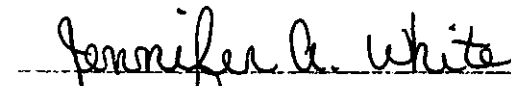
IN RE: OCONEE COUNTY CONSERVATION BANK BOARD MEETING

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 10/20/2016 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
10/20/2016



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024



LEGAL NOTICES

LEGALS

2015-07-03267
EQUITY COURT SALE
STATE OF SC
OCONEE COUNTY
COURT OF COMMON PLEAS

Pursuant to Court Decree in United Community Bank, Successor by Merger to The Farmers Bank, Plaintiff vs. Jerry A. Barlow, Trade J. Barlow, et al., Defendants, the Oconee County Clerk of Court will sell at public auction to the highest bidder at County Courthouse, Oconee, South Carolina, on November 7, 2015, at 11:00 a.m., the following property: All that certain piece, parcel, or lot of land, lying and being situate in the State of South Carolina, County of Oconee, containing 2.00 acres, more or less, as will appear by a plat prepared by Dean H. Fosdick, Surveyor, dated June 18, 1988, recorded in Plat Book A884 at Page 2, in the Register of Deeds Office for Oconee County, South Carolina, this being the same property conveyed to Jerry A. Barlow and Trade J. Barlow by Deed of Harvey Holtman, dated December 22, 1987 and recorded December 30, 1987 in Book 962 at Page 9 in the Office of the Clerk of Court for Oconee County, South Carolina. Thereafter, the same property was conveyed to Barlow, LLC by Deed of Jerry A. Barlow and Trade J. Barlow, dated September 27, 2002 and recorded September 30, 2002 in Book 1243 at Page 10 and a Deed dated September 27, 2002 and recorded September 30, 2002 in Book 1248 at Page 4 in the Office of the Clerk of Court for Oconee County, South Carolina. Thereafter, the same property was conveyed to Jerry A. Barlow and Trade J. Barlow by Deed of Barlow, LLC dated November 19, 2004 and recorded November 30, 2004 in Book 1385 at Page 4 in the Office of the Clerk of Court for Oconee County, South Carolina making Jerry A. Barlow and Trade J. Barlow the current owners of the subject property.

Property Address:
13430 S. Highway 11,
Washington, SC 29683
TMS# 517-00-08-032

The property will be sold subject to any past due or accruing property taxes, assessments, zoning easements, and restrictions of record and any other senior encumbrances. The property will be sold without any warranty or representation as to the ownership or representation as to the ownership or otherwise by Plaintiff or Plaintiff's counsel. The successful bidder must pay interim interest from the date of sale through date of compliance at the rate set forth in the Note. Each successful bidder other than Plaintiff or Plaintiff's counsel who is accepted will be required to deposit with the Clerk of Court as evidence of good faith bid of bid in cash or certified check at time of bid. In event purchaser bids or refuses to comply with terms of sale within 20 days from close of bidding, deposit shall be forfeited and applied first to costs and then to Plaintiff's debt, and the Clerk of Court shall forthwith re-advertise and resell said property upon the same terms as some subsequent sales may be at the risk of former purchaser and obtaining full compliance with sale. Bidding will close on the sales day. Terms of sale: Cash; purchaser to pay for deed and recording fees.

Steven C. Kiven
Master in Equity for Oconee County
Amber B. Eidenwell,
Att. for Plaintiff
The Court
Beverly Whitfield
Oconee County Clerk of Court
Wahalla, South Carolina

Find Everything You Want

LEGAL NOTICES

LEGALS

Notice is hereby given that the Annual Meeting of Members (the "Meeting") of Oconee Federal MHC will be held in the office of Oconee Federal Savings & Loan Association, located at 201 North Second Street, Seneca, SC 29675 on October 27, 2015 at 10:00 AM. The purpose of the meeting is to elect two directors of Oconee Federal MHC and to consider such matters as may properly come before the Meeting, or any adjournments thereof. The nominating committee of the Board of Directors of Oconee Federal MHC has nominated H. D. Mays, Jr. and C. T. Sander, Jr. for election to the Board of Directors. The Board of Directors is not aware of any other business to come before the meeting. Any action may be taken on the foregoing proposals at the Meeting on the date specified above, or on any date or dates to which the Meeting may be adjourned.

NOTICE OF A PUBLIC HEARING PRIOR TO FINAL ACTION BY THE COUNTY COUNCIL OF OCONEE COUNTY TO ENTER INTO AN ORDINANCE. Notice is hereby given by the County Council of Oconee County (the "County Council") that a public hearing for the below-referenced Ordinance will be held in the County Council Chambers located at 415 South Pine Street, Wahalla, S.C., at 6:00 p.m. on November 15, 2015 in conjunction with a regularly scheduled meeting of the County Council. Such Ordinance is titled as follows: "AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL AND BUSINESS PARK IN CONJUNCTION WITH ANDERSON COUNTY, SUCH INDUSTRIAL AND BUSINESS PARK TO INCLUDE PROPERTY INITIALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED TO PROVIDE FOR A WRITTEN AGREEMENT WITH ANDERSON COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO." Subject to the normal rules of County Council regarding appearances, members of the public are invited to attend and make comment concerning the proposed Ordinance. By order of the County Council of Oconee County, South Carolina.

NOTICE OF A PUBLIC HEARING PRIOR TO FINAL ACTION BY THE COUNTY COUNCIL OF OCONEE COUNTY TO ENTER INTO AN ORDINANCE. Notice is hereby given by the County Council of Oconee County (the "County Council") that a public hearing for the below-referenced Ordinance will be held in the County Council Chambers located at 415 South Pine Street, Wahalla, S.C., at 6:00 p.m. on November 15, 2015 in conjunction with a regularly scheduled meeting of the County Council. Such Ordinance is titled as follows: "ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT LASER PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES AND OTHER MATTERS RELATED THERETO." Subject to the normal rules of County Council regarding appearances,

LEGAL NOTICES

LEGALS

members of the public are invited to attend and make comment concerning the proposed Ordinance. By order of the County Council of Oconee County, South Carolina.

Request for Bids
J & M Construction, Inc.
is soliciting quotes from MBFA and WBEs for the Town of Pendleton Tri-County Sewer Replacement Funded by State Revolving Funds. Plans and Specs are available for viewing at 798 LaFrance Road, Anderson, SC 29625. Bids for quote: Erosion Control, Closing & Grubbing. Jack and Bone. We will be accepting quotes until 1:00 PM October 31, 2015. Please call Shirley Owens at 864-545-5912.

The Oconee County Conservator Bank Board meeting scheduled for Tuesday, November 8, 2015 has been rescheduled to Tuesday, December 15, 2015 at 9:00 a.m. in Council Chambers, Oconee County Administrative Office, 415 S. Pine Street, Wahalla, SC.

THE OCONEE COUNTY COUNCIL will hold Public Hearings for Ordinance 2015-28 AN ORDINANCE TO AMEND CHAPTER 35 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AND OTHER MATTERS RELATED THERETO. (Oconee Dairy Farm) Ordinance 2015-28 "AN ORDINANCE TO AMEND CHAPTER 35 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AND OTHER MATTERS RELATED THERETO." (Bunk Mill Sub 2015-01) Ordinance 2015-27 ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT LASER PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES AND OTHER MATTERS RELATED THERETO." and Ordinance 2015-28 "AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL AND BUSINESS PARK (PROJECT LASER), IN CONJUNCTION WITH ANDERSON COUNTY, SUCH INDUSTRIAL AND BUSINESS PARK TO INCLUDE PROPERTY INITIALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SEC. 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED TO PROVIDE FOR A WRITTEN AGREEMENT WITH ANDERSON COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO" on Tuesday, November 15, 2015 at 6:00 p.m. in Council Chambers, Oconee County Administrative Office, 415 S. Pine Street, Wahalla, SC.

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Work

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GE NEEDS

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Workers

Insurance

Free Personal

Work Available

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WICE

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& Insured

any Sorrells


2-5054

TREE FARM

(Pl. Seneca

Wahalla)

EYWORD
TALK



Oconee County
Council

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

Phone: 864-364-5135
Fax: 864-716-1024

E-mail:
info@oconee.org

Edda Cammick
District I

Wayne McCall
District II

Paul Cain
Chairman
District III

Jeel Thrift
District IV

Reginald T. Dexter
District V



.....LEGAL AD.....

**PLEASE ADVERTISE IN THE NEXT ISSUE
OF YOUR NEWSPAPER**

The Oconee County Council will hold Public Hearings for Ordinance 2016-09 "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO" (Tokeena Dairy Farm); Ordinance 2016-26 "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO" (Burns Mill Sub 2016-01); Ordinance 2016-27 "ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT LASER PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES AND OTHER MATTERS RELATED THERETO"; and, Ordinance 2016-28 "AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL AND BUSINESS PARK (PROJECT LASER) IN CONJUNCTION WITH ANDERSON COUNTY, SUCH INDUSTRIAL AND BUSINESS PARK TO INCLUDE PROPERTY INITIALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SEC. 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO PROVIDE FOR A WRITTEN AGREEMENT WITH ANDERSON COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO" on Tuesday, November 15, 2016 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415, S. Pine Street, Walhalla, SC.

Beth Hulse

From: Beth Hulse
Sent: Wednesday, October 19, 2016 8:25 AM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: PH: 11/15/16: 16-08, 16-28, 16-27, 16-28
Attachments: 101916 - PH 2016-08, 26, 27, 28 - 11-15-16.docx

Please run at your earliest convenience.
Thanks.

Elizabeth G. Hulse, CCC
Clerk to Council
Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691
864-718-1023
864-718-1024 [fax]
bhulse@oconeesc.com
www.oconeesc.com/council

Beth Hulse

From: Beth Hulse
Sent: Wednesday, October 19, 2016 8:26 AM
To: Beth Hulse; Carlos Galarza; Chad Dorsett; DJM News Editor; Fox News; Greenville News (localnews@greenvillenews.com); Kevin; Ray Chandler; Steven Bradley (sbradley@upstatetoday.com); Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com); WYFF 4 News
Subject: November 15, 2016 Council Meeting: Public Hearings: 2016-08, 2016-26, 2016-27, 2016-28

The Oconee County Council will hold Public Hearings for Ordinance 2016-08 AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO" [Tokeena Dairy Farm]; Ordinance 2016-26 "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO" [Burns Mill Sub 2016-01]; Ordinance 2016-27 "ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT LASER PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES AND OTHER MATTERS RELATED THERETO"; and, Ordinance 2016-28 "AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL AND BUSINESS PARK (PROJECT LASER) IN CONJUNCTION WITH ANDERSON COUNTY, SUCH INDUSTRIAL AND BUSINESS PARK TO INCLUDE PROPERTY INITIALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SEC. 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO PROVIDE FOR A WRITTEN AGREEMENT WITH ANDERSON COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO" on Tuesday, November 15, 2016 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

Elizabeth G. Hulse, CCC

Clerk to Council

Oconee County Administrative Offices

415 South Pine Street

Walhalla, SC 29691

864-718-1023

864-718-1024 [fax]

bhulse@oconeesc.com

www.oconeesc.com/council

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

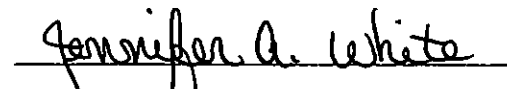
IN RE: PUBLIC HEARING FOR ORDINANCE 2016-29- 11/15/16

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 10/25/2016 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
10/25/2016



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024



LEGAL NOTICES

LEGALS

right of way for Brush Creek Road, at the South by property now or formerly of Doris Allen and on the West by property now or formerly of Louis A. McGuffin, as shown on above referenced plat. This being the same property conveyed unto Kevin P. Kerner and Jessica M. Kerner, by virtue of a Deed from Donald S. Carr and Elizabeth A. Carr dated September 16, 1998 and referenced September 15, 1998 in Book 985 at Page 10 in the Office of the Clerk of Court of Coconee County, South Carolina.

TMS No. 145-03-04-004
Property address:
461 Brush Creek Road
Walhalla, SC 29687

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Clerk of Court, at conclusion of the bidding, five percent (5%) of said bid as a security deposit immediately upon closing of the bidding, in cash or equivalent, as evidence of good faith, same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to Plaintiff's debt in the case of non-compliance. In the event of a third party bidder and that any third party bidder fails to deliver the required deposit in cashed immediately subsequent time with the Clerk of the Clerk of Court, said deposit being due and payable immediately upon closing of the bidding on the day of sale, the Clerk of Court will re-sell the subject property at the next convenient time thereafter (including the day of sale) upon notification to counsel for Plaintiff. Should the bid and highest bidder fail or refuse to comply with the balance due on the bid within 30 days, then the Clerk of Court may re-sell the property on the same terms and conditions or some subsequent Sales Day at the risk of the said highest bidder. No personal or delinquent judgment being demanded, this a copy will not remain open after the sale of sale. A compliance with the bid may be made immediately. Purchaser to pay for documentary stamps on Clerk of Court's Deed. The successful bidder will be required to pay interest on the balance of the bid from the date of sale or date of compliance with the bid at the rate of 5.25% per annum. The Plaintiff may waive any of its rights, including its right to a delinquent judgment, prior to sale. The sale shall be subject to taxes and assessments, existing easements and restrictions of record. This sale is subject to all title matters of record and any interested party should consider performing an independent title examination of the subject property as no warranty is given. The sale will not be held unless either Plaintiff's attorney or Plaintiff's bidding agent is present at the sale and either Plaintiff's attorney or Plaintiff's bidding agent enters the authorized bid of Plaintiff to the satisfied order. In the alternative, Plaintiff's counsel, if permitted by the Court, may advise the Court directly of its authorized bidding instructions. In the event a sale is inadvertently held without Plaintiff's Counsel or Plaintiff's bidding agent entering the

LEGAL NOTICES

LEGALS

bid, 2007, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR COONEE COUNTY, SOUTH CAROLINA, IN PLAT BOOK P-83, AT PAGE 6 AND HAVING METERS AND BOUNDS, COURSES AND DISTANCES AS UPON SAID PLAT APPEAR AND INCORPORATED HEREIN BY REFERENCE THERETO. Deed No. Book 2194 at Page 75

101 Cannon St.
Westminster, SC 29683-1245
254-03-08-002, 234-03-83-008

SUBJECT TO ASSESSMENTS, COONEE AD VALOREM TAXES, EASEMENTS AND/OR RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.
TERMS OF SALE: A 5% deposit in certified funds is required. The deposit will be applied towards the purchase price unless the bidder defaults, in which case the deposit will be forfeited. If the successful bidder fails, or refuses, to make the required deposit, or comply with the bid within 20 days, then the property will be resold at his risk. No personal or delinquent judgment being demanded, this a copy will not remain open after the date of sale, but compliance with the bid may be made immediately. The successful bidder will be required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the rate of 5.25% per annum. For complete terms of sale, see Judgment of Foreclosure and Sale filed with the Coconee County Clerk of Court at GA 915-03-37-0007.

NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search prior to the foreclosure sale date.
Beverly H. Whitfield
Clerk of Court
for Coconee County
John A. Hearn
Attorney for Plaintiff
P.O. Box 130070
Columbia, SC 29202-9280
(803) 724-4444
032263-07542

Website: www.attlaw.com (click link to Resources/Enclosure 59/69)

STATE OF SOUTH CAROLINA
COUNTY OF COONEE
IN THE COURT OF
COMMON PLEAS
CASE NO. 2016-03-37-00549
U.S. Bank National Association,
PLAINTIFF,

vs
Debra K. White,
DEFENDANT(S)

SUMMONS AND NOTICE
OF FILING OF COMPLAINT
(15090-01102)

TO THE DEFENDANT(S) DEBRA K. WHITE(S) ABOVE NAMED: YOU ARE HEREBY SUMMONED and required to answer the Complaint in the above entitled action, copy of which is herewith served upon you, and to serve copy of your answer upon the undersigned at their office, 2712 Middleburg Drive, Suite 200, P.O. Box 2168, Columbia, South

LEGAL NOTICES

LEGALS

ATTORNEYS FOR PLAINTIFF
2712 Middleburg Drive, Suite 200
Columbia, SC 29204
803-282-9340

THE COONEE COUNTY COUNCIL will hold Public Hearings for Ordinance 2016-25 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BETWEEN COONEE COUNTY AS LESSOR AND CHRIST CENTRAL MINISTRIES, INC / CHRIST CENTRAL MINISTRIES COONEE AS LESSEE FOR A PORTION OF THE FORMER COONEE COUNTY DETENTION CENTER LOCATED AT 300 SOUTH CHURCH STREET, WALHALLA, SOUTH CAROLINA FOR PURPOSES OF A COMMUNITY RESOURCE AND SOLUTION CENTER, AND OTHER MATTERS RELATED THERETO" Ordinance 2016-31 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN COONEE COUNTY AS LESSOR AND KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENEGA SOUTH CAROLINA, AND OTHER MATTERS RELATED THERETO" and Ordinance 2016-32 "AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF UTILITY CONSTRUCTION ALONG HIGHWAY 59 NEAR THE INTERSECTION OF HIGHWAY 59 AND FELTMAN ROAD ADJACENT TO THE GOLDEN CORNER COMMERCE PARK" on Tuesday, November 15, 2016 at 6:00 p.m. in Council Chambers, Coconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.

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Edda Carmick
District I

Wayne McCall
District II

Paul Cain
Chairman
District III

Joel Thrift
District IV

Reginald T. Dexter
District V

The Oconee County Council will hold Public Hearings for Ordinance 2016-29 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND CHRIST CENTRAL MINISTRIES, INC. / CHRIST CENTRAL MINISTRIES OCONEE AS LESSEE FOR A PORTION OF THE FORMER OCONEE COUNTY DETENTION CENTER LOCATED AT 300 SOUTH CHURCH STREET, WALHALLA, SOUTH CAROLINA FOR PURPOSES OF A COMMUNITY RESOURCE AND SOLUTION CENTER; AND OTHER MATTERS RELATED THERETO", Ordinance 2016-31 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO", and Ordinance 2016-32 "AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF UTILITY CONSTRUCTION ALONG HIGHWAY 59, NEAR THE INTERSECTION OF HIGHWAY 59 AND FELTMAN ROAD ADJACENT TO THE GOLDEN CORNER COMMERCE PARK." on Tuesday, November 15, 2016 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.



Beth Hulse

From: Beth Hulse
Sent: Monday, October 24, 2016 11:18 AM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: PH 2016-29, 31, 32 11-15-16
Attachments: 101916 - PH 2016-29, 31, 32 - 11-15-16.docx

Please run at your earliest convenience.
Thanks.

Elizabeth G. Hulse, CCC
Clerk to Council
Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691
864-718-1023
864-718-1024 [fax]
bhulse@oconeesc.com
www.oconeesc.com/council

Beth Hulse

From: Beth Hulse
Sent: Monday, October 24, 2016 11:19 AM
To: Beth Hulse; Carlos Galarza; Chad Dorsett; DJM News Editor; Fox News; Greenville News (localnews@greenvillenews.com); Kevin; Ray Chandler; Steven Bradley (sbradley@upstatetoday.com); Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com); WYFF 4 News
Subject: Public Hearings for November 15, 2016

The Oconee County Council will hold Public Hearings for Ordinance 2016-29 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND CHRIST CENTRAL MINISTRIES, INC. / CHRIST CENTRAL MINISTRIES OCONEE AS LESSEE FOR A PORTION OF THE FORMER OCONEE COUNTY DETENTION CENTER LOCATED AT 300 SOUTH CHURCH STREET, WALHALLA, SOUTH CAROLINA FOR PURPOSES OF A COMMUNITY RESOURCE AND SOLUTION CENTER; AND OTHER MATTERS RELATED THERETO", Ordinance 2016-31 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO", and Ordinance 2016-32 "AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF UTILITY CONSTRUCTION ALONG HIGHWAY 59, NEAR THE INTERSECTION OF HIGHWAY 59 AND FELTMAN ROAD ADJACENT TO THE GOLDEN CORNER COMMERCE PARK." on Tuesday, November 15, 2016 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

Elizabeth G. Hulse, CCC

Clerk to Council

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