



A G E N D A

OCONEE COUNTY COUNCIL MEETING

April 10, 2018

6:00 PM

Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Call to Order

Public Comment Session *[Limited to a total of forty (40) minutes, four (4) minutes per person.]*

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- March 20, 2018 Regular Minutes
- March 29, 2018 Workshop with Planning Commission
- March 29, 2018 Special Meeting

Administrator Report & Agenda Summary

First & Final Reading for the Following Resolutions

Resolution 2018-05 “A RESOLUTION OF THE OCONEE COUNTY COUNCIL AFFIRMING ITS COMMITMENT TO PROMOTE FAIR AND EQUITABLE ACCESS TO THE RESOURCES AND ACTIVITIES AVAILABLE IN OCONEE COUNTY WHICH MAKE THE COUNTY AN EXTRAORDINARY PLACE TO LIVE, WORK, AND PLAY.”

Public Hearings for the Following Ordinances

Ordinance 2017-34 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EXTENSION AGREEMENT BETWEEN OCONEE COUNTY AND RBC AEROSTRUCTURES LLC, AMENDING THE FEE AGREEMENT BETWEEN THE TWO, DATED AS OF AUGUST 1, 2013, BY AN EXTENSION OF THE INVESTMENT PERIOD THEREOF BY FIVE YEARS, AND INCLUDING AMENDING THE SPECIAL SOURCE REVENUE CREDIT AND INCREASING THE REQUIRED INVESTMENT; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2018-08 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN INCENTIVE AGREEMENTS AND INCENTIVES BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT LAKESIDE LODGE, PERTAINING TO AN ECONOMIC DEVELOPMENT PROJECT WHICH WILL NOT ANNEX INTO THE CITY OF CLEMSON; AND OTHER MATTERS RELATED THERETO.”

Council's meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council's Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council's agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council's agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council's Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council's rules.

Third Reading of the Following Ordinances

Ordinance 2017-34

[see caption above]

Ordinance 2018-08

[see caption above]

Second Reading of the Following Ordinances

Ordinance 2018-07 “AN ORDINANCE AUTHORIZING THE EXECUTION, DELIVERY, AND IMPLEMENTATION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN OCONEE COUNTY, THE CITY OF WALHALLA, AND MICHAEL CRENSHAW, AS SHERIFF FOR OCONEE COUNTY, IN RELATION TO LAW ENFORCEMENT AT COUNTY FACILITIES AND DURING COUNTY MEETINGS; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2018-09 “AN ORDINANCE APPROVING, CONFIRMING, RATIFYING AND/OR AUTHORIZING CERTAIN ACTS AND AGREEMENTS BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND BORGWARNER PDS (USA) INC. (THE “COMPANY”); AUTHORIZING THE EXECUTION AND DELIVERY OF A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN OCONEE COUNTY AND BORGWARNER PDS (USA) INC. MEMORIALIZING THE FOREGOING; AND OTHER MATTERS RELATED THERETO, INCLUDING, WITHOUT LIMITATION, REVISING THE DISTRIBUTION OF REVENUE FROM A COMPANY PROPERTY.”

Ordinance 2018-10 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING \$365,000 TO DEFRAY THE COSTS OF ACQUIRING VARIOUS EQUIPMENT; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS; AND OTHER MATTERS RELATING THERETO.”

Ordinance 2018-11 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT CRUMBLE; THE GRANTING OF SPECIAL SOURCE REVENUE CREDITS; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES.”

First Reading of the Following Ordinances

Ordinance 2018-12 “AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED MULTI-COUNTY INDUSTRIAL AND BUSINESS PARK WITH PICKENS COUNTY; SUCH INDUSTRIAL AND BUSINESS PARK TO BE, AT THE TIME OF ITS INITIAL DEVELOPMENT, GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND AUTHORIZING THE INCLUSION OF CERTAIN PROPERTY NOW OWNED BY CASTO OCONEE, LLC AND CLEMSON FAMILY INVESTORS, LLC OR THEIR RESPECTIVE ASSIGNEES; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT GOVERNING THE MULTI-COUNTY INDUSTRIAL AND BUSINESS PARK; AND OTHER RELATED MATTERS.”

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Discussion Regarding Action Items

2018 Strategic Plan Report

Two 2017 Chevrolet 3500 Cab & Chassis Trucks / Emergency Services / \$87,950.00

Budget: \$132,947

Project Cost: \$87,950

Balance: \$44,997

This purchase is for two (2) 2017 Chevrolet Silverado 3500 double cab trucks with utility beds to be used as Emergency Response Vehicles for Station 21. They will be used to carry fire fighting equipment, medical supplies and special rescue response equipment. These new trucks will replace two 2012 F-350 trucks that are in service daily and have over 200,000 miles. These existing rescue vehicles will be reassigned to replace two older model brush trucks that will be taken out of service and sold at a later date by public auction.

It is the staff's recommendation that Council approve the purchase of two Chevrolet 3500 trucks with utility beds from Love Chevrolet, of Columbia, SC, in the amount of \$87,950.00.

Discussion regarding Advertisement Budget

Board & Commission Appointments *(IF ANY)* [Seats listed are all co-terminus seats]

Building Codes Appeal Board.....1 At Large Seat

Unfinished Business *[to include Vote and/or Action on matters brought up for discussion, if required]*

[None scheduled.]

New Business *[may include items which may be scheduled for final action at a future meeting, if required]*

[None scheduled.]

Council Committee Reports

Recreation Review Task Force / Mr. Davis.....[02/20/2018]

Executive Session

[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]

For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

[1] "Discussion regarding an Economic Development matter, SC Commerce Product Development Grant agreement."

Adjourn

Assisted Listening Devices [ALD] are available to accommodate the special needs of citizens attending meetings held in Council Chambers.

ALD requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

County Council, Committee, Board & Commission meeting schedules, agendas are posted at the Oconee County Administration Building & are available on the County Council Website.

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**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2018-05**

**A RESOLUTION OF THE OCONEE COUNTY COUNCIL
AFFIRMING ITS COMMITMENT TO PROMOTE FAIR AND
EQUITABLE ACCESS TO THE RESOURCES AND ACTIVITIES
AVAILABLE IN OCONEE COUNTY WHICH MAKE THE
COUNTY AN EXTRAORDINARY PLACE TO LIVE, WORK, AND
PLAY.**

WHEREAS, Oconee County (the "County") has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of the State of South Carolina, including the exercise of such powers in relation to health and order and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of its citizens and for preserving health, peace, order, and good government within its boundaries; and

WHEREAS, the Oconee County Council (the "Council") recognizes that the County's stated mission is to provide its current and future citizens and visitors quality services while protecting its communities, heritage, environment, and natural resources; and

WHEREAS, the Council recognizes that the County's stated vision is to be a diverse, growing, safe, and vibrant community that is guided by rural traditions and shaped by natural beauty and where employment, education, and recreation offer a rich quality of life for all generations; and

WHEREAS, the Council believes that in order to promote the County's stated mission and vision it must foster fair and equitable access to those resources and activities which make Oconee County an extraordinary place to live, work, and play.

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

1. Oconee County is committed to using its best efforts to promote fair and equitable access to the resources and activities available in Oconee County which make the County an extraordinary place to live, work, and play.
2. This commitment does not impose on the County any legal obligation not already incumbent on it by local, state, or federal law; rather, it is a statement of Council's resolve to promote access to County resources and activities in a non-discriminatory manner, to the best of its ability.
3. Council acknowledges that this is a broad and general resolution, and not an enactment of law, and that all situations related to the subject of this resolution

will need to be addressed on a case by case basis, taking into account lawful authority and budgetary constraints.

RESOLVED in meeting, duly assembled, this ____ day of _____, 2018.

ATTEST:

Clerk to Oconee County Council
Katie Smith

Edda Cammick
Chair, Oconee County Council

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2017-034**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EXTENSION AGREEMENT BETWEEN OCONEE COUNTY AND RBC AEROSTRUCTURES LLC, AMENDING THE FEE AGREEMENT BETWEEN THE TWO, DATED AS OF AUGUST 1, 2013, BY AN EXTENSION OF THE INVESTMENT PERIOD THEREOF BY FIVE YEARS, AND INCLUDING AMENDING THE SPECIAL SOURCE REVENUE CREDIT AND INCREASING THE REQUIRED INVESTMENT; AND OTHER MATTERS RELATED THERETO

WHEREAS, Pursuant to Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "Act"), Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and RBC Aerostructures LLC (the "Company") entered into a Fee Agreement dated as of August 1, 2013 (the "Fee Agreement") providing for a fee in lieu of tax arrangement with respect to the Project, as defined therein; and

WHEREAS, as required pursuant to the terms of the Act and the Fee Agreement, the Company committed to and has invested not less than \$7,000,000 in the Project as of December 1, 2017; and

WHEREAS, pursuant to Section 12-44-30(13) of the Act, the initial period for investment in the Project, which is set to expire as of December 31, 2018, may be extended by up to five (5) years by agreement of the County and the Company so long as the required statutory minimum investment has been made as of December 31, 2018; and

WHEREAS, the Company has requested a five (5) year extension of that investment period from January 1, 2019 to December 31, 2023 in order to continue the investment in the Project, which additional investment is expected to equal or exceed \$3,800,000 by December 31, 2023; and

WHEREAS, in order to induce the additional investment in the Company's manufacturing facility, the Company and the County have now determined to extend the investment period under the Fee Agreement and grant the company an increased Special Source Credit under the Fee Agreement, which, as increased, shall be Twenty-five percent (25%) of the Company's fee in lieu of tax obligation for the entire Project in the Park (all as defined in the Fee Agreement) and shall be valid and applicable for the tax years ending December 31, 2017 to December 31, 2031; and

WHEREAS, in order to induce the additional investment in the Company's manufacturing facility, the Company and the County have now determined to extend the investment period under the Agreement until tax year ending December 31, 2023; and

WHEREAS, the Company hereby acknowledges that the County is granting the above-referenced investment period extension to the Company in good faith with such benefit to the extent the same may be lawfully available;

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

1. The County hereby agrees to extend the time for investment in the Project from January 1, 2019 to December 31, 2023; provided, however, should the Company fail to achieve the additional \$3,800,000 minimum investment referred to above (in addition to the original committed investment of \$7,000,000), the Company shall be liable to the County for repayment of any benefits received as provided in the Extension Agreement (defined below) and if the Company fails to meet the \$7,000,000 investment as agreed upon in Section 4.2 of the Agreement, the Company shall be liable to the County for repayment of any benefits received thereunder, also as provided in the Extension Agreement, the terms of which shall prevail over any contrary or apparently contrary provisions in this ordinance. The County also agrees to extend the investment period under the Fee Agreement until December 31, 2023 and grant the company an increased Special Source Credit under the Fee Agreement, which, as increased, shall be Twenty-five percent (25%) of the Company's fee in lieu of tax obligation for the entire Project in the Park (all as defined in the Fee Agreement) and shall be valid and applicable for the tax years ending December 31, 2017 to December 31, 2031; and

2. The Chairman of County Council and the Clerk to County Council are hereby authorized and directed to execute and deliver the Extension Agreement in the name of and on behalf of the County. The Extension Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Extension Agreement now before this meeting.

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

4. 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.

5. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County within thirty (30) days of the date of filing.

6. In furtherance of the above, the Chair of Oconee County Council is hereby authorized to execute and deliver an Extension Agreement with the Company, in the form attached hereto ("Extension Agreement"), with such minor changes as such officials, upon receipt of advice of

counsel, shall deem necessary and as are not materially adverse to the County nor inconsistent with the matters contained herein.

7. This Ordinance shall take effect immediately on enactment and the consent for the Extension Agreement will be given retroactive recognition and ratification of the events described herein, respectively, to the extent allowed by law.

DONE, this 10th day of April 2018.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Edda Cammick., Chair,
Oconee County Council

(SEAL)

ATTEST:

By: _____
Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

First Reading: December 19, 2017
Second Reading: March 20, 2018
Public Hearing: April 10, 2018
Third Reading: April 10, 2018

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT providing for the amendment of the Fee Agreement dated as of August 1, 2013 by and among Oconee County, South Carolina (the "County") and RBC Aerostructures LLC (the "Company") (the "Fee Agreement"), is made and entered into as of this ___ day of April 2018 (this "Extension Agreement").

RECITALS

WHEREAS, Pursuant to Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "Act"), the County and the Company entered into a Fee Agreement dated as of August 1, 2013 providing for a fee in lieu of tax arrangement with respect to the Project, as defined therein; and

WHEREAS, on December 4, 2012, the County entered into an Inducement Agreement with the Company, offering a new fee in lieu of tax arrangement to the Company to induce the Company to expand its manufacturing facility in the County; and

WHEREAS, as required pursuant to the terms of the Act and the Fee Agreement, the Company had committed to and has invested not less than \$7,000,000 as of December 1, 2017; and

WHEREAS, pursuant to Section 12-44-30(13) of the Act, the initial period for investment in the Project pursuant to the Agreement, which is set to expire as of December 31, 2018, may be extended by up to five (5) years by agreement of the County and the Company so long as the required statutory minimum investment has been made as of December 31, 2018; and

WHEREAS, the Company has requested a five (5) year extension of that investment period from January 1, 2019 to December 31, 2023 in order to continue the investment in the Project, which additional investment is expected to equal or exceed \$3,800,000 by December 31, 2023; and.

WHEREAS, in order to induce the additional investment in the Company's manufacturing facility, the Company and the County have now determined to extend the investment period under the Fee Agreement and grant the company an increased Special Source Credit under the Fee Agreement, which, as increased, shall be Twenty-five percent (25%) of the Company's fee in lieu of tax obligation for the entire Project in the Park (all as defined in the Fee Agreement) and shall be valid and applicable for the tax years ending December 31, 2017 to December 31, 2031; and

WHEREAS, the Company hereby acknowledges that the County is granting the above-referenced investment period extension to the Company and increase in the Special Source Credit in good faith with such benefit to the extent the same may be lawfully available;

WHEREAS, the County acknowledges, with respect to the investment in the Project for the initial five-year period referred to herein, that the investment by December 1, 2017 is in excess of \$7,000,000. Provided, that in the event the Company shall fail to invest a cumulative total during the term of the Fee Agreement (as extended) of at least \$10,800,000 in the Project by December 31, 2023, (including the additional investment over and above the \$7,000,000 initially required by the Fee Agreement) the investment by the Company in the Project pursuant to the Fee Agreement as extended by this Extension Agreement subsequent to December 31, 2018 shall no longer be eligible as Economic Development Property under the Fee Agreement and the Fee Agreement shall terminate as to such additional property invested after December 31, 2018 and the additional Special Source Credit authorized hereby shall end, and the Company shall repay the County the additional incentives received thereunder attributable to such additional investment or additional Special Source Credit. The Company shall be liable to the County for certain repayments, as described herein;

NOW, THEREFORE, the County and the Company hereby agree as follows:

1. **Extension of Investment Period.** Pursuant to Section 12-44-30(13) of the Act, the investment period under the Fee Agreement with respect to the Project is hereby extended to include the period beginning January 1, 2019 and ending on December 31, 2023. Should the Company fail to invest an additional \$3,800,000 (over and above the \$7,000,000 commitment of the original Fee Agreement) in the Project by December 31, 2023, then the investment made between January 1, 2019 and December 31, 2023 shall revert retroactively to normal *ad valorem* property tax treatment and the Company shall pay to the County, within 120 days after December 31, 2023, the difference between the total amount of fees actually paid to the County for the additional investment property pursuant to the Fee Agreement as amended by this Extension Agreement (including the additional Special Source Credit provided hereby) and the total amount of the normal *ad valorem* property tax payments which would have been paid for such additional property, if any (a "Deficiency"), which such Deficiency shall be subject to interest at the rate provided in Section 12-54-25 of the Code (or any successor provision).

2. **Increased Special Source Credit.** The Fee Agreement, as amended by extension herein, shall provide for a revised Special Source Credit of Twenty-five percent (25%) of the Company's fee in lieu of tax liability for the Project in the Industrial/Business Park with Pickens County for fifteen (15) consecutive years, upon the terms and upon the conditions required herein and as stated in the Fee Agreement. This Special Source Credit shall commence for the property tax year ending December 31, 2017 and shall be in lieu of any other Special Source Credit previously granted pursuant to the Fee Agreement.

3. **Good Faith.** The Company hereby acknowledges that the County has entered into this Extension Agreement in good faith with the intent of providing the Company with the benefits herein to the extent the same may be lawfully available. In the event any provision of this Extension Agreement is declared invalid or unenforceable on its face, the County shall have no liability to the Company for any loss of bargain or similar claim by the

Company; provided, however, the County agrees in such event to assist the Company in good faith in any proceedings brought, at the Company's expense, to enforce any such provisions.

4. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Extension 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 Extension Agreement.

5. **All Other Provisions to Remain in Effect.** All other terms and conditions of the Fee Agreement not amended or modified hereby, either directly or, necessarily, indirectly, shall remain in full force and effect.

6. **Capitalized Terms.** All capitalized terms not defined herein shall have meanings defined in the Fee Agreement.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Edda Cammick., Chair,
Oconee County Council

(SEAL)

ATTEST:

By: _____
Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

RBC AEROSTRUCTURES LLC

By: _____
Its:

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2018-08**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN INCENTIVE AGREEMENTS AND INCENTIVES BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY") AND PROJECT LAKESIDE LODGE PERTAINING TO AN ECONOMIC DEVELOPMENT PROJECT WHICH WILL NOT ANNEX INTO THE CITY OF CLEMSON; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(d) of the Constitution of South Carolina and Sections 4-1-170, 4-1-175, and 4-29-68(A)(2) of the Code of Laws of South Carolina of 1976, as amended (collectively, the "MCIP Act"), to enter into an agreement for the development of a joint county industrial or business park (a "Park Agreement") with another South Carolina county or counties contiguous to the County, and is authorized to thereafter develop the industrial or business park (a "Park") described in the Park Agreement; and

WHEREAS, the County, acting through the County Council, is authorized by the MCIP Act to establish a Park and expand or reduce its boundaries; upon expansion of a Park's boundaries to include new property, such property becomes exempt from *ad valorem* property tax liability and instead becomes subject to a fee in lieu of tax payment ("FILOT Payment") liability in an amount equivalent to the *ad valorem* property taxes that would have been due and payable except for the exemption provided by the MCIP Act; and

WHEREAS, the County, acting through the County Council, is authorized by Section 4-1-175 of the MCIP Act to make payments derived solely from the FILOT Payment revenues it receives and retains from a Park under the MCIP Act for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving, or expanding qualifying infrastructure, land, improvements to real property, and personal property as defined in Section 4-29-68(A)(2) of the MCIP Act ("Public Infrastructure Reimbursements"); and

WHEREAS, Clemson Family Investors, LLC, a South Carolina limited liability company (referred to hereinafter as the "Company"), has requested that the County place its real property in a Park and participate in executing a public infrastructure reimbursement agreement (the "Reimbursement Agreement") for the purpose of inducing the Company's acquisition, by purchase and construction and installation of certain real property and improvements, machinery, equipment, fixtures, and furnishings for the operation by the Company and its affiliates of certain commercial and business facilities in the County and certain qualifying public infrastructure improvements serving the County (the "Project"), all as more fully set forth in the Reimbursement Agreement attached hereto; and

WHEREAS, the Project is expected to involve at least Thirty-Five Million Dollars (\$35,000,000) of new investment in real and personal property and the creation of approximately twenty (20) new, full-time jobs at the Project, all by the end of the fifth year after the year of execution of the Reimbursement Agreement referred to herein; and

WHEREAS, based upon the information supplied by the Company, the County has determined that the Project would benefit the general public welfare of the County by providing

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

WHEREAS, the Company has requested that the County provide a Public Infrastructure Reimbursement in the Reimbursement Agreement referred to herein pursuant to the MCIP Act in order to induce the Company to proceed with and locate the Project in the County; and

WHEREAS, after due consideration the County has determined that (a) placing the real property on which the Project will be located in a Park and (b) entering into a Reimbursement Agreement providing for a FILOT arrangement and granting certain Public Infrastructure Reimbursements with respect to the Company's qualifying infrastructure expenditures at the Project, will further the purposes and objectives of the MCIP Act; and

WHEREAS, the Company has confirmed its commitment not to annex any of its real property lying within the Park, or otherwise, into the City of Clemson, and has further committed not to allow any of its successors, assigns, affiliates, or transferees to annex into the City of Clemson; and

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL IN MEETING DULY ASSEMBLED:

Section 1. Pursuant to the MCIP Act and based on information provided by the Company, the County Council has made and hereby makes the following findings:

(a) By providing improved or expanded commercial capabilities for the Company and improvements to the sewer system, roads and other infrastructure in the area in which the Project is to be located, the Project will subserve the purposes of the MCIP Act by promoting economic development in the County and in the State of South Carolina and are proper governmental and public purposes.

(b) Inasmuch as the Project, upon completion, will provide additional employment within the County and will enhance the productivity and general economic viability of the Company, the Project is anticipated to benefit the general public welfare of the County by providing employment, increased tax base, and other public benefits.

(c) The Project will constitute a "project" as said term is referred to and defined in the MCIP Act and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the MCIP Act.

(d) The Project will not give rise to a pecuniary liability of the County or to any charge against its general credit or taxing power.

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

Section 2. The Reimbursement Agreement providing for the FILOT arrangement and the Public Infrastructure Reimbursements with respect to the Project, in substantially the form as submitted herewith, is approved.

Section 3. The County, acting through the County Council, agrees to take whatever actions necessary, including the adoption of an Ordinance and the execution of a Park Agreement, pursuant to the MCIP Act to create a Park with Pickens County (“Oconee-Pickens Park”) and to include the Project within the boundaries of the Oconee-Pickens Park.

Section 4. As reflected in more detail in the Reimbursement Agreement, the County’s commitments authorized herein are premised on the Company’s commitment not to annex any of its real property lying within the Park, or otherwise, into the City of Clemson, and its further commitment not to allow any of its successors, assigns, affiliates, or transferees to annex into the City of Clemson.

Section 5. The Chair of County Council is hereby authorized and directed to execute and deliver the Reimbursement Agreement on behalf of the County, in substantially the form attached, or with such changes or additions consistent with this Ordinance as shall not materially prejudice the County, upon the advice of the county attorney, his execution being conclusive evidence of such approval; and the Clerk of the County Council is hereby directed and authorized to attest the same.

Section 6. The Chair of County Council and all other appropriate officials of the County are hereby authorized to execute, deliver, and receive any other agreements and documents as may be required in order to carry out, give effect to, and consummate the transactions contemplated by the Reimbursement Agreement and this Ordinance.

Section 7. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 8. This Ordinance shall become effective immediately upon third reading by the County Council.

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

Section 10. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

(signature page follows)

OCONEE COUNTY, SOUTH CAROLINA

By: _____
**Edda Cammick, Chair of County Council
Oconee County, South Carolina**

ATTEST:

By: _____
**Katie D. Smith, Clerk to County Council
Oconee County, South Carolina**

**First Reading: March 6, 2018
Second Reading: March 20, 2018
Public Hearing: April 10, 2018
Third Reading: April 10, 2018**

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

I, the undersigned Clerk to Oconee County Council, State and County aforesaid, do hereby certify as follows:

1. The foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted upon third reading by the Oconee County Council at a duly called meeting on _____, 2018.
2. The reading schedule shown on the attached Ordinance is true and correct; all three readings were accomplished at duly called meetings of the County Council; and the public hearing with respect thereto was conducted.
3. The original of the attached Ordinance is duly entered in the permanent records of minutes of meetings of the Oconee County Council which are in my custody as Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Oconee County on this ___ day of _____, 2018.

[SEAL]

Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

ORDINANCE
2018-08 EXHIBIT A

PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

CLEMSON FAMILY INVESTORS, LLC

Dated as of _____, 2018

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Oconee County, South Carolina

PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT

THIS PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT (this “Reimbursement Agreement”) is made and entered into as of April 10, 2018, 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 CLEMSON FAMILY INVESTORS, LLC (together with any of its subsidiaries or affiliates which may become parties to this Reimbursement Agreement, the “Company”), a South Carolina limited liability company.

WITNESSETH:

Recitals.

The County is authorized by 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 (collectively, the “Act”) to enter into agreements with neighboring counties regarding the development of multi-county industrial or business parks (a “Park”) and to establish, increase, or decrease the boundaries of an existing Park. Such parcels of real property, upon being included within the boundaries of a Park, are exempt from *ad valorem* property tax liability pursuant to Article VIII, Section 13(d) of the South Carolina Constitution, and the real property is instead subject to a fee in lieu of tax payment (“FILOT Payment”) liability in an amount equivalent to the property taxes that would have been due and payable except for the exemption provided by the Act. The County desires to enter into a public infrastructure reimbursement agreement with the Company. The County has agreed to

provide certain benefits to the Company to induce it to establish a commercial and business facility located within the County, which would consist of the acquisition, purchase, construction, and improvement of land, buildings, and other structures thereon or therein, machinery and equipment, fixtures, and furnishings to be purchased and installed in connection therewith (collectively, the “Project”). The Project is expected to involve an investment in the County of at least Thirty-Five Million Dollars (\$35,000,000), as measured by the fair market value of the investments as if such investments were not exempt from *ad valorem* property taxation pursuant to the Act, and the creation of approximately twenty (20) new, full-time jobs, and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, and based upon information provided by the Company, 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 provided locally; (b) the Project will not give rise to any pecuniary liability of the County or incorporated municipality or any charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to the Act, the County is authorized by Section 4-1-175 to make payments derived solely from the FILOT Payment revenues it receives and retains from a Park for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving, or expanding qualifying infrastructure, land, improvements to real property, and personal property for the purposes outlined in Section 4-29-68(A)(2) of the Act (“Public Infrastructure Reimbursements”).

The Company has requested the County provide a Public Infrastructure Reimbursement

in this Reimbursement Agreement pursuant to the Act in order to induce the Company to proceed with and locate the Project in the County; and

Pursuant to an Ordinance adopted on April 10, 2018 (the "Ordinance"), the County Council authorized the County to enter into this Reimbursement Agreement including the provision of Public Infrastructure Reimbursements pursuant to the Act.

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

ARTICLE I

DEFINITIONS

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

Act:

"Act" shall mean 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, and all future acts supplemental thereto or amendatory thereof.

Public Infrastructure Reimbursements:

“Public Infrastructure Reimbursements” shall mean the reimbursements to be paid by the County to the Company from the Net Fee Payments for costs of Qualifying Infrastructure Improvements incurred by the Company in connection with the Project, pursuant to Section 4.2(b) hereof.

Authorized Company Representative:

“Authorized Company Representative” shall mean any person designated from time to time to act on behalf of the Company as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Reimbursement Agreement.

Chair:

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

Closing:

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

Code:

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

Company:

“Company” shall mean Clemson Family Investors, LLC, a South Carolina limited liability company, and its subsidiaries, affiliates, and permitted successors and assigns.

County:

“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.

County Council:

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

Environmental Claims:

“Environmental Claims” shall mean any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including monitoring and cleanup costs), judgments, and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered or asserted as a direct or indirect result of (i) any violation of any Environmental Laws (as hereinafter defined), or (ii) the falsity in any material respect of any warranty or representation made by the Company.

Environmental Laws:

“Environmental Laws” shall mean, collectively, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, as amended, the Clean Air Act, the Toxic Substances Control Act, as amended, the South Carolina Pollution Control Act, the South Carolina Hazardous Waste Management Act, any other “Superfund” or “Superlien” law or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or industrial waste, substance or material, as now or at any time hereafter in effect.

Equipment:

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

Event of Default:

“Event of Default” shall mean any Event of Default specified in Section 4.14 of this Reimbursement Agreement.

Reimbursement Agreement or Agreement:

“Reimbursement Agreement” or “Agreement” shall mean this Public Infrastructure Reimbursement Agreement.

Fee Payments:

“Fee Payments” shall mean the payments in lieu of ad valorem taxes to be made by the Company to the County pursuant to Section 4.1 hereof.

Fee Term or Term:

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

Improvements:

“Improvements” shall mean improvements to real property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor, but only to the extent such

additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Reimbursement Agreement.

Investment Period:

“Investment Period” shall mean the period commencing January 1, 2018 and ending on the last day of the fifth property tax year following the earlier of the first property tax year in which property is placed in service or the property tax year in which this Agreement is executed.

Net Fee Payments:

“Net Fee Payments” shall mean the total of all the Park Revenues, including Fee Payments made by the Company with respect to the Project, retained by the County under the Park Agreement. In addition to any other deduction, credit, or rebate, the Net Fee Payments are specifically meant to be that sum of Park Revenues retained by the County after making the partner county payment pursuant to the Park Agreement and any amounts required to be reserved by the purchaser of the special source revenue bonds issued with respect to the High Pointe, LLC and Pointe West, Inc. projects, which would currently be fifteen percent (15%) of Park Revenues minus the amount of the partner county payment.

Oconee-Pickens Park:

“Oconee-Pickens Park” means that certain Joint County Industrial or Business Park to be established pursuant to the Park Agreement.

Park Agreement:

“Park Agreement” means the Agreement for Development for Joint County Industrial Park to be entered into for the Project and the Casto Project between the County and Pickens County, South Carolina, dated as of _____, 2018, or any other successor agreement thereto, in substantially the form attached hereto as **EXHIBIT A**.

Park Revenues:

“Park Revenues” means the sum of the fee in lieu of *ad valorem* tax payments made by the owners of property located in the Oconee-Pickens Park, including the Fee Payments made by the Company with respect to the Project, to the County.

Termination Date:

“Termination Date” shall mean December 31 of the year in which the Company’s aggregate amount of Public Infrastructure Reimbursements it has received pursuant to this Reimbursement Agreement reaches Two Million Dollars (\$2,000,000).

Project:

“Project” shall mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design, and engineering thereof, in phases, which are used by the Company or its tenants for its commercial facility.

Qualifying Infrastructure Improvements:

“Qualifying Infrastructure Improvements” mean those improvements referred to in Section 4-29-68(A)(2)(i) of the Code to the Project and infrastructure serving the Project, and with respect to Qualifying Infrastructure Improvements made by the Company, only to the extent the investment in the same is certified by an Authorized Company Representative to the County.

Real Property:

“Real Property” shall mean real property, together with all and singular the rights, members, and hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become part of the Project under the terms of this Reimbursement Agreement; all

Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Reimbursement Agreement.

State:

“State” shall mean the State of South Carolina.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

(b) Based on the representations of the Company, the Project constitutes a “project” within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered to be placed in service with a situs located in the Oconee-Pickens Park under the Act.

(d) The commitment of the Company to cooperate with the County in designing and constructing the Project in a manner which will exceed the minimum building standards in the County's Code of Ordinances, including, without limitation, incorporating enhanced aesthetics in architectural designs (including, but not limited to, use of varying building façade materials and colors, minimizing views of loading and receiving areas from public roadways and varied storefront or building identity), landscaping and pedestrian walkways and connectivity within the Project, which will serve to make the Project an attractive and appealing gateway to the County, has been and is an essential consideration for the County's willingness to enter into this Agreement and to offer economic development incentives for the Project.

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

(a) The Company is duly incorporated and in good standing under the laws of the state of South Carolina, is qualified to do business in the State, has power to enter into this Reimbursement Agreement, and by proper corporate action has duly authorized the execution and delivery of this Reimbursement Agreement.

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

(c) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project as a commercial full service hotel with related amenities and to conduct other legal activities and functions with respect

thereto, and for such other purposes permitted under the Act as the Company or its permitted successors and assigns may deem appropriate.

(d) The availability of the Fee Payments and the Public Infrastructure Reimbursements authorized herein have induced the Company to locate the Project within the County and the State.

(e) The Company will use its best efforts to meet its goal of investing Thirty-Five Million Dollars (\$35,000,000), as measured by the fair market value of the investments as determined by the Oconee County Tax Assessor as if such investments were not exempt from *ad valorem* property taxation pursuant to the Act, and creating approximately twenty (20) new, full-time jobs at the Project, all within the Investment Period.

(f) The Company commits to cooperate with the County in designing and constructing the Project in a manner which will exceed the minimum building standards in the incorporating enhanced aesthetics in architectural designs (including, but not limited to, use of varying building façade materials and colors, minimizing views of loading and receiving areas from public roadways, and providing varied storefront or building identity) landscaping, and pedestrian walkways and connectivity within the Project, which will serve to make the Project an attractive and appealing gateway to the County. The Company agrees that its final plans and specifications for the development and construction of the Project shall incorporate such enhancements and acknowledges that the Company's ability to receive the benefits of the Fee Payments and the Public Infrastructure Reimbursements for the Project are conditioned upon approval by the County of such final plans and specifications, which approval shall not be unreasonably withheld, and the construction and completion of the Project in accordance with such plans and specifications.

(g) The Company agrees to refrain from requesting or otherwise taking any action that would make, allow, advocate, promote, or encourage the annexation of any of the Company's real

property or the real property of any successor, assign, affiliate, or transferee into the City of Clemson. The Company shall include within its applicable corporate governing documents; the declarations of covenants, restrictions, and conditions (or like instrument) applicable to the Project; the master deed (or like instrument) applicable to the Project; as well as all transfer documents for property within the Project, language giving effect to, and securing the purposes of, this Section 2.2(g), as to itself and any successor or transferee of any of the Project property. The requirements of this Section 2.2(g) may be waived by agreement of the Oconee County Council, in its sole discretion. The provisions of this Section 2.2(g) shall survive the termination and expiration of this Reimbursement Agreement.

Section 2.3 Environmental Indemnification. The Company shall indemnify and hold the County, its elected officials, officers, employees, and agents (collectively, the “Indemnified Parties”) harmless from and against any and all Environmental Claims, except those resulting from grossly negligent or willfully harmful acts of the County or its successors, suffered by or asserted against the Company or the County as a direct or indirect result of the breach by the Company, or any party holding possession through, or by transfer from, the Company or its predecessors in title, of any Environmental Laws with regard to any real property owned by the Company which is subject to the terms of this Reimbursement Agreement, or as a direct or indirect result of any requirement under any Environmental Laws which require the County, the Company or any transferee of the Company to eliminate or remove any hazardous materials, substances, wastes, or other environmentally regulated substances contained in any real property subject to the terms of this Reimbursement Agreement as a result of the action or omissions of the Company or its predecessors in title.

The Company's obligations hereunder shall not be limited to any extent by the terms of this Reimbursement Agreement, and, as to any act or occurrence prior to fulfillment of the terms of this Reimbursement Agreement which give rise to liability hereunder, shall continue, survive, and remain in full force and effect notwithstanding fulfillment of the terms or termination of this Reimbursement Agreement.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed, or installed or made plans for the acquisition, purchase, construction, or installation of certain land, improvements to buildings and other structures thereon or therein, machinery, equipment, furnishings, and fixtures which comprise the Project, consistent with the terms of this Reimbursement Agreement, with specific reference being made to the Company's representations in Section 2.2(e) herein, all of which is a material inducement to the County entering into this Reimbursement Agreement.

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

Section 3.3 Investment by Affiliates. The County and the Company agree that, to the extent permitted by the Act, investments in the Project may also be made by subsidiaries or affiliates of the Company or commercial (6% assessment ratio) tenants of the Company making capital improvements to the Project, which shall qualify for the benefits provided to the Company hereunder, provided that such subsidiaries or affiliates are approved in writing by the County and such subsidiaries or affiliates agree to be bound by the provisions of this

Reimbursement Agreement. At any time and from time to time hereafter, the Company may request approval from the County for subsidiaries or affiliates of the Company to be permitted to make investments in the Project and obtain the benefits provided to the Company hereunder. Any approval by the County may be made by the Chairman of the County Council and the County Administrator, which approval shall be in writing.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Fee In Lieu Of Tax Payments.

(a) Pursuant to Section 4-1-175 of the Act, the Company shall be required to make payments in lieu of ad valorem taxes (the "Fee Payments") to the County with respect to the Project. The Company shall make Fee Payments on all real and personal property which comprise the Project and are placed in service for so long as such property remains within the boundaries of the Oconee-Pickens Park, as follows: the Company shall make annual Fee Payments to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed for ad valorem taxes. The amount of such annual Fee Payments shall be an amount equivalent to the ad valorem property taxes that would have been due and payable except for the exemption provided by the Act.

Section 4.2 Public Infrastructure Reimbursements.

(a) The County has contributed Six Hundred Thousand Dollars (\$600,000) toward the cost of certain infrastructure which will serve the Project and is serving an adjacent project developed by Casto Oconee, LLC, a South Carolina limited liability company ("Casto"). Casto and the County have entered into a fee agreement dated June 2, 2015 (the "Casto Fee Agreement"), which provides, among other things, for reimbursements to the County and Casto

for their respective contributions to the infrastructure associated with the adjacent project (the “Casto Project”).

(b) (i) In order to finance the costs of designing, acquiring, constructing, expanding and improving the Infrastructure in connection with the proposed Project, based upon the expectation that the Company and any tenants located at the Project will make a total capital investment in real and personal property for the Project, without regard to depreciation, exceeding Thirty Five Million Dollars (\$35,000,000), as measured by the fair market value of the investments as if such investments were not exempt from *ad valorem* property taxation pursuant to the Act, and the creation of at least twenty (20) new, full-time jobs at the Project, all within the Investment Period, based upon the Company’s payment for Qualifying Infrastructure Improvements consisting of more than Two Million Dollars (\$2,000,000) for the design, permitting, construction, and landscaping of (A) publicly accessible parking areas and drives, all sidewalks, signage, and any landscaping internal to the parking areas and around the perimeter of the parking areas along the rights of way for U.S. Highway 123 and S.C. Highway 93 and (B) costs for accessing and tapping water/sewer hookups and extending lines from hookups to the buildings located within the Project, the County agrees to grant and pay to the Company an annual Public Infrastructure Reimbursement pursuant to the Act equal to thirty percent (30%) of the Net Fee Payments; provided that, in the event that the County and Casto have been fully reimbursed for their contributions to the infrastructure with respect to the Casto Project, which also serves the Project as stated above, then from and after the date that the County and Casto have been

fully reimbursed, the County shall increase the Public Infrastructure Reimbursement due to the Company to an amount equal to fifty percent (50%) of the Net Fee Payments. In no event shall the Company's aggregate Public Infrastructure Reimbursement exceed a cumulative total of Two Million Dollars (\$2,000,000). The County has included or will include the Company's Real Property upon which the Project is to be located in the Oconee-Pickens Park pursuant to the Park Agreement in order to enable the County to grant the Public Infrastructure Reimbursement to the Company as described herein. The Public Infrastructure Reimbursement will be payable exclusively from Net Fee Payments the County receives and retains each year under the Park Agreement. The Public Infrastructure Reimbursement shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

- (ii) The Public Infrastructure Reimbursement shall not commence or continue unless or until the Company shall certify to the County in writing of (1) the aggregate amount of investment by the Company in Qualifying Infrastructure Improvements of not less than Two Million Dollars (\$2,000,000) and (2) the amount of total investment in the Project, which shall be at least Thirty-Five Million Dollars (\$35,000,000), as measured by the fair market value of the investments as if such investments were not exempt from *ad valorem* property taxation pursuant to the Act, in order to qualify for any Public Infrastructure Reimbursements hereunder. In addition to the foregoing certifications, in order to address the commitments of the Company to the County described in Sections 2.1(d) and 2.2(f) hereof with

respect to the construction of any specific building within the Project, including, but not limited to, construction of any building on an outparcel of the Project, and the overall aesthetic impact of the Project at the Project site, the Company shall submit building plans to the County prior to and upon completion of such building or Phase which reflect compliance with the standards set forth in Section 4.2(b)(iii) below. In the event that such building or Phase causes the Project to not comply with such standards at such time, the Company and the County agree that all annual Public Infrastructure Reimbursements payable by the County on or after the completion of such building or Phase shall be reduced by a percentage equal to (A) the cost of such building or Phase based upon the total capital investment therefor divided by (B) the total capital investment in the Project at the time of such completion. Such reductions shall continue to be effective, unless or until such time as the Company brings the Project into compliance with the standards of Section 4.2(b)(iii). Notwithstanding anything herein to the contrary, the aggregate amount of Public Infrastructure Reimbursements to be taken on a cumulative basis at any point in time shall not exceed the aggregate amount of Company investment in Qualifying Infrastructure Improvements as of such time.

- (iii) The standards for all building facades at the Project, whether located on an outparcel or elsewhere on the Real Property, for single story buildings and the first floor of multi-story buildings which facades face a public street (collectively, the "Public Facades") will require that such facades include certain building materials described below, which materials must comprise not less than twenty percent (20%) of building faces of the Public Facades in the aggregate at any

time, excluding those areas which are glazed. Materials for the Public Facades shall include, but not be limited to, one or more of the following, selected at the Company's discretion; provided that any other materials selected for use shall be sufficiently consistent with the listed materials so as to create the aesthetically enhanced appearance sought for the Project, as the County and the Company may reasonably agree in writing, at the time: stone, including stacked stone, cultured stone, and field stone; painted precast/tilt-wall or other concrete systems provided that they utilize form liners which give the appearance and texture of stone, wood or other natural material; masonry, including brick, block and split face block; hardie panels or other materials giving the appearance of wood; metal panels, including standing seam roofs or awnings; and exposed wood beams or material with the appearance of wood. The use of all materials listed above is not required, but the listing is meant as a menu and guideline of Public Facade materials for the Company to choose to achieve the agreed-upon appearance of the Project, thereby justifying the Public Infrastructure Reimbursements.

(c) Notwithstanding anything herein to the contrary, in no event shall the Company be entitled to claim any abatement of ad valorem taxes that might otherwise be allowed by law with respect to any portion of the Project which receives the benefit of the Public Infrastructure Reimbursements and the Company specifically and explicitly agrees not to claim or take such an abatement.

(d) NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THE PUBLIC INFRASTRUCTURE REIMBURSEMENTS AS SHALL BECOME DUE HEREIN ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY

SOLELY FROM THE FEE PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THE AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR PUBLIC INFRASTRUCTURE REIMBURSEMENTS.

Section 4.3 [INTENTIONALLY OMITTED]

Section 4.4 [INTENTIONALLY OMITTED]

Section 4.5 [INTENTIONALLY OMITTED]

Section 4.6 Place and Allocation of Fee in Lieu of Tax Payments. The Company shall make the Fee Payments directly to the County in accordance with applicable law. The County shall be responsible for allocating the Fee Payments among the County, any municipality or municipalities, school districts, and other political units entitled under applicable law and the Park Agreement to receive portions of such payments.

Section 4.7 [INTENTIONALLY OMITTED]

Section 4.8 Damage or Destruction of Project.

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

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may

commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

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

(d) Effect of Election. Any election by the Company under this Section 4.8 shall be subject to the terms and provisions of Section 4.6 hereof, and shall not operate to relieve the Company of its obligation to pay any amounts that may become due under Sections 4.1 or 4.2 hereof or other amounts then due and payable to the County under this Agreement and shall be subject to any provisions of this Agreement which are expressly stated to survive termination hereof.

Section 4.9 Condemnation.

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

time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

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

(c) **Effect of Election.** Any election by the Company under this Section 4.9 shall be subject to the terms and provisions of Section 4.6 hereof, and shall not operate to relieve the Company of its obligation to pay any amounts that may become due under Sections 4.1 and 4.2 hereof or other amounts then due and payable to the County under this Agreement, and shall be subject to any provisions of this Agreement which are expressly stated to survive termination hereof.

Section 4.10 Maintenance of Existence. The Company agrees that it shall not take any action which will materially impair the maintenance of its corporate existence or its good standing under all applicable provisions of its state of incorporation and State law.

Section 4.11 Indemnification Covenants. The Company shall and agrees to indemnify and save the County, its elected officials, officers, employees, and agents (collectively, as previously identified, the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm, or corporation arising from the County's entry into, and performance under, this Agreement. The Company shall indemnify and save the County and the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim

arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County or any Indemnified Party, the Company shall defend them in any such action, prosecution or proceeding with counsel reasonably acceptable to the County and the Indemnified Party. The Company also agrees to pay all other reasonable and necessary out of pocket expenses of the County in the negotiation, preparation, approval, and administration of this Agreement, including, without limitation, attorneys' fees. This Section 4.11 shall survive the termination of this Agreement.

Section 4.12 [INTENTIONALLY OMITTED]

Section 4.13 Assignment and Leasing. This Reimbursement Agreement may be assigned in whole or in part and the Project may be leased as a whole or in part by the Company so long as such assignment or lease is made in compliance with the Act, or any successor provision. The County's consent to the assignment of this Reimbursement Agreement is required, which consent shall not be unreasonably withheld. To the extent permitted by law, no consent of the County to such assignment or leasing shall be required for financing related transfers, including leasing and sale/leaseback transfers, and for short term uses by third parties for hotel lodging purposes.

Section 4.14 Events of Default. The following shall be "Events of Default" under this Reimbursement Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Reimbursement Agreement, any one or more of the following occurrences:

- (a) Failure by the Company to pay, upon levy, the Fee Payments or any other amounts payable to the County under this Agreement; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes;

(b) Failure by the Company to make the minimum investment required by the Act within the Investment Period, or to maintain such minimum level of investment, without regard to depreciation as required by the Act after the Investment Period has expired;

(c) Failure by the Company to act in accordance with the representations and warranties contained in Section 2.2(g) of this Reimbursement Agreement;

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

Section 4.15 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(a) Terminate the Reimbursement Agreement, including all terms and provisions thereof, at which time the Company, its successors, assigns, and affiliates, jointly and severally shall repay all Public Infrastructure Reimbursements made by the County to the Company;

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

Section 4.16 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Reimbursement Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall

be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.17 Reimbursement of Legal Fees and Expenses. If either party shall default under any of the provisions of this Reimbursement Agreement and the other party shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of such other party contained herein, the defaulting party will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County. The Company agrees to reimburse the County for the legal fees and expenses of its outside legal counsel engaged to represent the County in the negotiation of this Reimbursement Agreement and the transactions contemplated thereby, which fees and expenses shall not exceed Five Thousand Dollars (\$5,000).

Section 4.18 No Waiver. No failure or delay on the part of either party to this Agreement in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party.

Section 4.19 Collection of Fee Payments and Related Payments. In addition to all other remedies herein provided, the nonpayment of Fee Payments to the County required hereunder shall constitute a lien for tax purposes as provided in the Act. In this regard, and notwithstanding

anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapters 49, and 51, of the Code) relating to the enforced collection of ad valorem taxes to collect any Fee Payments due hereunder.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Reimbursement Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:

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

WITH A COPY TO:

Oconee County, South Carolina
415 South Pine Street
Walhalla, SC 29691
Attention: County Attorney

AS TO THE COMPANY:

Clemson Family Investors, LLC
c/o Serrus Capital Partners, Inc.
2 David Keats Drive
Greenville, SC 29607
Attention: Steve Mudge, President

WITH A COPY TO:

Parker Poe Adams & Bernstein LLP
110 East Court Street, Suite 200
Greenville, SC 29601
Attention: Richard L. Few, Jr., Esq.

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

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

Section 5.4 Governing Law. This Reimbursement Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and sections of this Reimbursement Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Reimbursement Agreement.

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

Section 5.7 Further Assurance. The County and the Company agree to execute and deliver to one another such additional instruments as the County or the Company may reasonably request to effectuate the purposes of this Reimbursement Agreement. To the extent any cost or expense (other than *de minimis*) is involved for Company requests, the Company shall bear such expense.

Section 5.8 Severability. If any provision of this Reimbursement Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid, or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the County and the Company with the maximum benefits to be derived herefrom, but never at any greater direct cost to the County than the benefits described herein.

Section 5.9 Limited Obligation. **ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS REIMBURSEMENT AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS REIMBURSEMENT AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.**

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

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Edda Cammick, Chair of Oconee County Council
Oconee County, South Carolina

Attest:

Katie Smith, Clerk to Oconee County Council
Oconee County, South Carolina

CLEMSON FAMILY INVESTORS, LLC

By: Allie Capital, LLC, its Manager

**By: _____
Steve Mudge, its President**

Exhibit A

Form of
Agreement for Development of Joint County Industrial Park

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-07**

AN ORDINANCE AUTHORIZING THE EXECUTION, DELIVERY, AND IMPLEMENTATION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN OCONEE COUNTY, THE CITY OF WALHALLA, AND MICHAEL CRENSHAW, AS SHERIFF FOR OCONEE COUNTY, IN RELATION TO LAW ENFORCEMENT AT COUNTY FACILITIES AND DURING COUNTY MEETINGS; AND OTHER MATTERS RELATED THERETO.

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

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

WHEREAS, the County has adopted certain ordinances related to access to, and conduct at, County meetings, facilities, and property, the provisions of which in their most recent form are contained in Section 2-61 of the Oconee County Code of Ordinances; and,

WHEREAS, the Oconee County Sheriff’s Office, under the direction of Michael Crenshaw, Sheriff for Oconee County (“Sheriff”), frequently provides law enforcement services in relation to County meetings, facilities, and property; and,

WHEREAS, certain County facilities, property, and meetings are conducted at and/or located within the corporate limits of municipalities situated within the County, the City of Walhalla (the “City”) being one such municipality: and,

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution “[a]ny county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof.”; and

WHEREAS, the County, the City, and the Sheriff desire to enter into an Intergovernmental Agreement (the "Agreement"), in essentially the same form as attached hereto as Exhibit "A," which authorizes and provides for (1) the City's adoption of Section 2-61 of the Oconee County Code of Ordinances as the City's municipal law with respect to County facilities, property, and meetings and (2) the coordinated joint enforcement of Section 2-61 of the Oconee County Code of Ordinances between the City Police Department and the Sheriff's Office.

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

1. The Intergovernmental 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."

2. 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.

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

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

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

ORDAINED in meeting, duly assembled, this _____ day of _____, 2018.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: March 20, 2018
Second Reading: April 10, 2018
Third Reading: _____
Public Hearing: _____

EXHIBIT A

Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

- (a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not pre-empted by state or federal law.
- (b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Facility means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

Meeting means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

- (c) *Prohibited acts.* It shall be unlawful for any person to:
- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
 - (2)

Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.

- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.
- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
- (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
- (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
- (10)

Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.

- (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
 - (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
 - (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
 - (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.
- (d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)

amended from time to time, as the City's municipal law with respect to County facilities, property, and meetings located within the corporate limits of the City.

2. The City grants jurisdiction to and designates and authorizes the Sheriff and his office to be the primary entity responsible for law enforcement in relation to Section 2-61 of the Oconee County Code of Ordinances with respect to County facilities, property, and meetings which are conducted at and/or located within the corporate limits of the City, with the City having secondary responsibility therefor, and as needed. The County approves and authorizes this relationship between the City and the Sheriff.
3. The Parties agree to give their full and complete cooperation to one another during the operation of this Agreement, and the City agrees to provide any and all law enforcement services addressed by this Agreement upon request by the County, the Sheriff, and/or based on necessity.
4. Should any part or provision of this Agreement be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
5. This Agreement shall become effective upon the date of execution and shall remain in effect through December 31, 2022. Thereafter, this Agreement shall be automatically renewed for successive terms of one (1) year beginning January 1 and ending December 31 of the succeeding year, unless terminated in accordance with the provisions of Paragraph six (6) of this Agreement.
6. This Agreement may be terminated at any time by any Party upon at least sixty (60) days written notice to the other Parties of its intent to terminate or withdraw from this agreement. Such notice shall be deemed given upon personal delivery or mailing (as of the postmark date) of a Party's intent to terminate and withdraw from this Agreement to the other Parties at the respective addresses stated below:

To the County: County of Oconee
 Attn. County Administrator
 415 S. Pine Street
 Walhalla, SC 29691

To the City: City of Walhalla
 Attn. Mayor
 206 N. Church Street
 PO Box 1099
 Walhalla, SC 29691

To the Sheriff: Oconee County Sheriff Michael Crenshaw
 Mailing Address
 415 S. Pine Street
 Walhalla, SC 29691

Street Address
300 S. Church Street
Walhalla, SC 29691

A Party may, at any time, change the address for notices to such Party by delivering or mailing a notice to the other Parties at least five (5) days prior to such address change, and setting forth the changed address.

7. This Agreement does not supplant any mutual aid or other agreements between the Sheriff and the City.
8. This Agreement shall only be modified or amended with the mutual consent and approval of all Parties in writing.
9. This Agreement shall be construed and enforced under the laws of the State of South Carolina.

WITNESS our hands and deals this _____ day of _____, 2018

Witnesses

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Its: _____

Witnesses

CITY OF WALHALLA, SOUTH CAROLINA

By: _____

Its: _____

Witnesses

MICHAEL CRENSHAW, SHERIFF OF OCONEE
COUNTY

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-09**

AN ORDINANCE APPROVING, CONFIRMING, RATIFYING AND/OR AUTHORIZING CERTAIN ACTS AND AGREEMENTS BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND BORGWARNER PDS (USA) INC. (THE "COMPANY"); AUTHORIZING THE EXECUTION AND DELIVERY OF A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN OCONEE COUNTY AND BORGWARNER PDS (USA) INC. MEMORIALIZING THE FOREGOING; AND OTHER MATTERS RELATED THERETO, INCLUDING, WITHOUT LIMITATION, REVISING THE DISTRIBUTION OF REVENUE FROM A COMPANY PROPERTY.

WHEREAS, on October 1, 1996, Oconee County, South Carolina, a body corporate and politic and a political subdivision of the State of South Carolina (the "County") entered into that certain Lease Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Lease") with Borg-Warner Automotive Powertrain Systems Corporation, a Delaware corporation and predecessor in interest to the Company ("BWAPSC"), whereby the County agreed to lease certain property (the "Property", transferred by the Company to the County, originally, in order to enable the Lease in the first place) to BWAPSC and to provide certain fee-in-lieu-of-tax incentives to BWAPSC pursuant to Title 4, Chapter 12 and Title 4 Chapter 1, South Carolina Code, 1976, as amended (the "Code"); and

WHEREAS, on January 1, 2016, the County executed that certain Fee-in-Lieu of Tax Agreement (Conversion) (the "Conversion FILOT") with BorgWarner TorqTransfer Systems, Inc., a Delaware corporation, successor in interest to BWAPSC and predecessor in interest to the Company ("BWTS"), whereby the County and BWTS agreed, pursuant to Section 12-44-170 of the Code, to (i) effect a re-transfer of the Remaining Property (defined below) from the County back to BWTS, upon the execution and delivery of a deed to the property and fulfillment of certain other conditions; and (ii) convert the Lease into a simplified fee-in-lieu-of-tax agreement governed by Title 12, Chapter 44 of the Code, which does not require transfer and lease back of property, such conversion to be effective upon the re-transfer of the Property; and

WHEREAS, the Conversion FILOT was approved by the Oconee County Council by Ordinance 2015-36; and

WHEREAS, the Conversion FILOT provides that it shall become effective upon the consummation of the re-transfer of the Remaining Property from the County back to BWTS, at which time the Lease would be deemed terminated and superseded by the Conversion FILOT; and

WHEREAS, on December 20, 2016, the County executed that certain Amendment to Lease Agreement (the "Lease Amendment") with the Company, providing that the term of the Lease Agreement be extended from twenty (20) years to thirty (30) years for all purposes (including with respect to the fee-in-lieu-of-tax incentives provided pursuant to the Lease); and

WHEREAS, the Lease Amendment was approved by the Oconee County Council by Resolution R2016-14; and

WHEREAS, the parties now desire to effect and complete the re-transfer of the Remaining Property and bring about the effectiveness of the Conversion FILOT, and in connection therewith, the parties desire to enter into a Memorandum of Understanding, by and between the Company and the County (the "MOU"), to confirm and clarify and implement all of the foregoing with respect to the Remaining Property and the Conversion FILOT and the incentives provided therein, which MOU shall include a clarification that the extension of the term of the fee-in-lieu-of-tax incentives provided pursuant to the Lease Amendment shall be applicable to the Conversion FILOT; and

WHEREAS, the Company's facility in Oconee County is located on what was originally a 78.176 acre tract on Wells Highway, which the Company purchased in 1995. At the time of that purchase, this Property was comprised of land with two tax ID#s – 253-00-03-074 and 253-00-03-079. The Property was also included in the Oconee-Williamsburg Joint County Industrial and Business Park (the "Oconee-Williamsburg MCIP") dated 1994. The legal descriptions of this ~78 acre property are the same in the agreement relating to the Oconee-Williamsburg MCIP, the original vesting deed to the Company, and the FILOTs referenced above; and

WHEREAS, the property is technically currently owned by the County and leased to the Company, pursuant to the Lease; and

WHEREAS, over time, the County has agreed to convey certain of the Property back to the Company to be sold to a developer (Cross Creek Development of Oconee), and to others, at the direction of the Company, all as more fully detailed on Exhibit B, hereto, reference to which is hereby craved, and which is hereby incorporated herein. This re-transferred part of the Property constituted approximately 9 acres of the land in the tract designated as 253-00-03-074. The remainder of the Property, as more fully detailed on Exhibit B, hereto, is what is referred to as the "Remaining Property;" and

WHEREAS, the Oconee-Williamsburg MCIP was set to expire in 2014. In anticipation of this, the County entered into an agreement in November 2008 with Pickens County to add the entire 78.176 acres to a newly formed multi-county business park with Pickens County (the "Oconee-Pickens MCIP"). The addition to the Oconee-Pickens MCIP was to be made effective as of July 25, 2014, shortly before the Oconee-Williamsburg MCIP expired. An Ordinance passed by Oconee County Council in late 2014 also purported to add a parcel identified as 253-00-03-074 to the Oconee-Pickens MCIP, but this appears to have already been effected by the November 2008 Oconee-Pickens springing agreement, which added the entire 78.176 acre portion of the Property (including 253-00-03-074) to the Oconee-Pickens MCIP, effective as of July 25, 2014; and

WHEREAS, the County and the Company both believe that the entirety of the Property was validly added to the Oconee-Pickens MCIP in July 2014, that all such Property remains in the Oconee-Pickens-MCIP, and no further action is required for the Property, including the Remaining Property, to remain in a MCIP for the duration of the Conversion FILOT; and

WHEREAS, the County, through its ordinance number 2008-017, dated October 21st, 2008, amended the Agreement for Development of Joint County Industrial and Business Park with Pickens County dated as of January 16, 2007, which, in turn, was created and authorized by its ordinance 2006-027, dated December 5, 2006, to include the Property in the Oconee-Pickens MCIP, and established the distribution of MCIP revenue from that MCIP; and

WHEREAS, the County desires to revise the effect of Ordinance Number 2008-017, as to the distribution of the MCIP revenue from the Property in the Oconee-Pickens MCIP, only (the "Fee"), and notwithstanding any other ordinance or provision of the County to the contrary, to provide that distribution of the Fee would, after payment of the partner county fee to Pickens County, provide for payment of sixty-six percent (66%) of the remaining Fee ("Remainder") to the Economic Development Capital Projects Fund of the County, one percent (1%), each, of the Remainder to all other entities for whom taxes are levied over the Property except for the County, and the rest of the Remainder to the General Fund of the County, and zero percent (0%) to all other political subdivisions in the County; and

WHEREAS, the County and the Company desire to confirm that they both agree that all of the foregoing recitals are, in fact, correct and factual, to authorize any further re-conveyance of the Remaining Property from the County to the Company required to complete and effectuate the Conversion FILOT, to ratify and affirm all of the foregoing acts of the County through the governing body of Oconee County, the Oconee County Council, as the valid and effective acts of the County, in each instance for the intended purposes thereof as stated in each such cited document, to confirm the effectiveness of the Conversion FILOT, and to authorize the execution and delivery of the MOU to implement all of the foregoing:

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

1. All of the foregoing recitals of the preamble of this Ordinance are hereby adopted as findings of fact by Oconee County, acting by and through its governing body, the Oconee County Council.

2. Oconee County Council hereby affirms and ratifies all of the acts and actions described in the preamble of this Ordinance which have already occurred as the intended and completed and effective acts and actions of the County.

3. Oconee County Council hereby authorizes, confirms and approves the re-transfer of the Remaining Property from the County to the Company, and directs the appropriate officials of the County to execute and deliver any such agreements, certificates or other documents necessary or advisable to carry out such re-transfer.

4. Oconee County hereby authorizes the Chairperson of Oconee County Council to execute and deliver the MOU attached hereto as Exhibit A and hereby incorporated herein by reference, on behalf of Oconee County, and, together with the County Administrator and the County Clerk to Council, to implement and carry out all of the remaining acts, actions, terms and conditions of the MOU necessary to effect each and every purpose of the MOU. The MOU is to be essentially the same as attached to this Ordinance, or with such changes thereto as are not

materially adverse to the County, and as are approved by the Chairperson of County Council, upon the advice of the County Administrator and legal counsel to the County, such approval to be evidenced by the Chairperson of County Council's signature thereto.

5. It is hereby directed that the distribution of the MCIP revenue from the Property in the Oconee-Pickens MCIP only (the "Fee"), and notwithstanding any other ordinance or provision of the County to the contrary, will, after payment of the partner county fee to Pickens County, be distributed as follows: sixty-six percent (66%) of the remaining Fee ("Remainder") to the Economic Development Capital Projects Fund of the County, one percent (1%), each, of the Remainder to all other entities for whom taxes are levied over the Property except for the County, and the rest of the Remainder to the General Fund of the County, and zero percent (0%) to all other political subdivisions in the County.

6. 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.

7. 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.

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

ORDAINED in meeting, duly assembled, this ____ day of _____, 2018.

ATTEST:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Katie Smith
Clerk to Oconee County Council

By: _____
Edda Cammick
Chair, Oconee County Council

First Reading: March 20, 2018
Second Reading: April 10, 2018
Third Reading: _____
Public Hearing: _____

**Exhibit A
Form of MOU**

[attached]



Exhibit B
Land

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

LESS AND EXCEPT that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Oconee, Township of Seneca containing 4,684 square feet, more or less, owned by Oconee County c/o BorgWarner PDS (USA) Inc., F/K/A BorgWarner Torqtransfer System, Inc., F/K/A Borg-Warner Automotive Powertrain System Corporation, shown as the "Area of Acquisition" on Exhibit A of the Title to Real Estate conveyed to the South Carolina Department of Transportation, recorded in the office of the Register of Deeds for Oconee County, SC, on February 8, 2018 in Deed Book 2334 at page 247 and in Deed Book 2334 at page 251.

AND LESS AND EXCEPT that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Oconee, Township of Seneca containing 8.482 acres, more or less, as shown and more fully described on a plat thereof prepared by James G. Hart, RLS #6674, dated April 25, 1997 and recorded in the office of the Register of Deeds for Oconee County, SC, in Plat Book A874 at page 2. This being the same property conveyed to BorgWarner TorqTransfer Systems, Inc., by Deed of Oconee County, recorded in the Office of the Register of Deeds, Oconee County, SC, in Deed Book 1215 at page 335 and corrected by Deed of Oconee County, recorded in the Office of the Register of Deeds, Oconee County, SC, in Deed Book 1220 at page 286 AND the same property subsequently conveyed to Cross Creek Development of Oconee, Inc., by Deed of BorgWarner TorqTransfer Systems, Inc., recorded in the Office of the Register of Deeds, Oconee County, SC, in Deed Book 1218 at page 84.

AND LESS AND EXCEPT that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Oconee, Township of Seneca containing 0.083 acres, more or less, as shown and more fully described on a plat thereof prepared by Gregory Blake Sosebee, PLS #14818, dated April 2, 2007 and recorded in the office of the Register of Deeds for Oconee County, SC, in Plat Book B262 at page 5. This being the same property conveyed to BorgWarner TorqTransfer Systems, Inc., by Deed of Oconee County, recorded in the Office of the Register of Deeds, Oconee County, SC, in Deed Book 1659 at page 142 AND the same property subsequently conveyed to Greg B. Sosebee, by Deed of BorgWarner TorqTransfer Systems, Inc., recorded in the Office of the Register of Deeds, Oconee County, SC, in Deed Book 1659 at page 144.

DERIVATION: The property conveyed herein is a portion of the same property conveyed to Oconee County by deed of Borg-Warner Automotive Powertrain Systems Corporation dated October 7, 1996 and recorded in the office of the Register of Deeds for Oconee County, SC, on October 11, 1996 in Deed Book 883 at page 327.

TMS # 253-00-03-079

2018-09

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (this "MOU"), dated as of [_____, _____], 2018 (the "Effective Date") is entered into by and between BorgWarner PDS (USA) Inc., a Delaware corporation (the "Company"), and Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the "County"). The Company and the County are collectively referred to herein as "parties" or singularly as a "party."

RECITALS

WHEREAS, on October 1, 1996, the County entered into that certain Lease Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Lease") with Borg-Warner Automotive Powertrain Systems Corporation, a Delaware corporation and predecessor in interest to the Company ("BWAPSC"), whereby the County agreed to lease certain property (the "Property") to BWAPSC and to provide certain fee-in-lieu-of-tax incentives to BWAPSC pursuant to Title 4, Chapter 12 and Title 4 Chapter 1, South Carolina Code, 1976, as amended (the "Code");

WHEREAS, on January 1, 2016, the County executed that certain Fee-in-Lieu of Tax Agreement (Conversion) (the "Conversion FILOT") with BorgWarner TorqTransfer Systems, Inc., a Delaware corporation, successor in interest to BWAPSC and predecessor in interest to the Company ("BWTS"), whereby the County and BWTS agreed, pursuant to Section 12-44-170 of the Code, to (i) effect a transfer of the Property from the County to BWTS; and (ii) convert the Lease into a simplified fee-in-lieu-of-tax agreement governed by Title 12, Chapter 44 of the Code;

WHEREAS, the Conversion FILOT was approved by the Oconee County Council by Ordinance 2015-36;

WHEREAS, the Conversion FILOT provides that it shall be effective upon the consummation of the transfer of the Property from the County to BWTS, at which time the Lease would be deemed terminated and superseded by the Conversion FILOT;

WHEREAS, on December 20, 2016, the County executed that certain Amendment to Lease Agreement (the "Lease Amendment") with the Company, providing that the term of the Lease Agreement be extended from twenty (20) years to thirty (30) years for all purposes (including with respect to the fee-in-lieu-of-tax incentives provided pursuant to the Lease);

WHEREAS, the Lease Amendment was approved by the Oconee County Council by Resolution 2016-14;

WHEREAS, the parties now desire to effect the transfer of the Property and bring about the effectiveness of the Conversion FILOT, and in connection therewith, the parties desire to

enter into this MOU to confirm and clarify certain matters with respect to the Conversion FILOT and the incentives provided therein; and

WHEREAS, the County's entry into this MOU has been approved by the Oconee County Council by Ordinance 2018-09.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties agree as follows:

1. Term of Conversion FILOT.
 - a. The parties agree that the extension of the term of the Lease through the Lease Amendment was valid and effective, and that the provisions of the Lease Amendment (including the extension of the term of fee-in-lieu-of-tax benefits to the Company provided therein) were intended to be applicable to the Lease Agreement as may be modified, amended, supplemented or replaced, and applicable to the Conversion FILOT upon its effectiveness.
 - b. In order to reflect the intent of the parties set forth in Section 1(a) above, the parties agree that the Conversion FILOT shall be deemed to have a term of thirty (30) years (measured from the date of placement of assets in service under the Lease), and that all references in the Conversion FILOT to a term other than thirty (30) years shall be deemed amended, effective from and after the effective date of the Conversion FILOT, to reflect a term of thirty (30) years.
2. Party to Conversion FILOT. The parties agree that the Company is the successor in interest to BWAPSC and to BWTS, and that the Company shall in all respects be entitled to the rights and subject to the obligations of BWTS under the Conversion FILOT.
3. Land Subject to Conversion FILOT. The parties agree that the Conversion FILOT shall be deemed to be in effect with respect to the real property more fully described on Exhibit A hereto, which real property shall be deemed to be the "Land" as defined in the Conversion FILOT. The County covenants that it will use its commercially reasonable efforts to locate such real property within a multi-county industrial or business park at all times during the term of the Conversion FILOT or any other fee-in-lieu-of-tax arrangement with respect to the real property or any improvements or personal property placed thereon.
4. Entire Agreement. This MOU, together with any contemporaneous agreements (including any documents incorporated herein by reference), constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection herewith. No interpretation, modification, termination or waiver of any provision of, or default pursuant to, this MOU shall be binding upon a party unless in writing and signed by the party against whom enforcement is sought. The headings in this MOU are for reference only, and shall not affect the interpretation of this MOU.

5. **Governing Law.** This MOU and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of conflicts of law. The parties hereto agree to submit to and be bound by the jurisdiction of the courts, either federal or state, of the State of South Carolina. Venue for any action brought to enforce this MOU shall lie in Oconee County, South Carolina.
6. **Attorneys' Fees.** In the event that any party shall bring an action to enforce the terms of this MOU or to declare rights hereunder, the prevailing party in any such action shall be entitled to court costs and reasonable attorneys' fees to be paid by the non-prevailing party as fixed by the court or arbitration panel having jurisdiction over the matter, including, but not limited to, attorneys' fees and costs incurred in courts of original jurisdiction, bankruptcy courts or appellate courts, and in the enforcement or collection of an award or judgment.
7. **Successors and Assigns.** The terms and provisions of this MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
8. **Severability.** The invalidity, illegality or unenforceability of any provision hereof shall not render invalid, illegal or unenforceable any other provision hereof.
9. **Counterparts.** This MOU may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument. Additionally, the parties hereto acknowledge and agree that any party may execute facsimile copies, and said facsimile copies will have the same binding effect as executed original counterparts.

(remainder of the page left blank)

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first set forth above.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____

Name: Edda Cammick
Title: Chair of County Council

ATTEST:

By: _____

Name: Katie Smith
Title: Clerk to County Council

(signatures continue on following pages)

BORGWARNER PDS (USA) INC.,
a Delaware corporation

By: _____
Name:
Title:

Exhibit A

Land

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

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TMS # 253-00-03-079

OCONEE COUNTY, SOUTH CAROLINA

ORDINANCE NO. 2018-10

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING \$365,000 TO DEFRAY THE COSTS OF ACQUIRING VARIOUS EQUIPMENT; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2018

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

Section 1. Findings and Determinations. The County Council (the "County Council") of Oconee County, South Carolina (the "County"), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the "South Carolina Code"), the County operates under the Council-Administrator form of government and the Council constitutes the governing body of the County.

(b) Section 4-9-30 of the South Carolina Code empowers all counties to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property; to acquire tangible personal property and supplies; and to make and execute contracts.

(c) The County desires to enter into a lease-purchase or other agreement (the "Lease Agreement") with a bank or other financial institution selected by the County Administrator for the purpose of financing the acquisition of HVAC equipment to be located at the Oconee County Courthouse (the "Equipment") in the aggregate principal amount of not exceeding \$365,000.

(d) The Lease Agreement will not constitute a "financing agreement" and the Equipment will not constitute an "asset" as such terms are defined in Section 11-27-110 of the South Carolina Code. Thus, the principal amount of the Lease Agreement will not be included when calculating the County's constitutional debt limit under Article X, Section 14 of the Constitution of the State of South Carolina.

(e) The Lease Agreement will be subject to annual appropriation by the County Council.

(f) It is in the best interest of the County to acquire the Equipment by entering into the Lease Agreement. The Lease Agreement will enable the County to purchase the Equipment which will provide services necessary or useful to the operations of the County government.

Section 2. Approval of Lease/Purchase Financing: Authority to Determine Certain Matters Relating to the Lease/Purchase Financing. The Equipment shall be acquired pursuant to a lease purchase financing which is hereby approved in the aggregate principal amount of not exceeding \$365,000. A Request for Proposals in substantially the form set forth as Exhibit A hereto shall be distributed to various banks and other financial institutions in the County and other areas as the County's Director of Finance determines. The County Council hereby authorizes to the County Administrator the authority to: (a) determine the payment schedule under the Lease Agreement; (b) determine the date and time for receipt of bids under the Request for Proposals; and (c) award the sale of the lease-purchase financing to the bidder (the "Bidder") that provides the most advantageous proposal therefor in accordance with the terms of the Request for Proposals.

Section 3. Approval of Lease Agreement. Without further authorization, the County Administrator is authorized to approve the form, terms and provisions of the Lease Agreement proposed by the Bidder. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Lease Agreement in the name and on behalf of the County. The Lease Agreement is to be in the form as shall be approved by the County Administrator, his execution thereof to constitute conclusive evidence of such approval.

Section 4. Execution of Documents. The Chairman of County Council, County Administrator, Director of Finance and Clerk to County Council are fully empowered and authorized to take such further action and to execute and deliver such additional documents (including, but not limited to, any project fund agreements or escrow agreements) as may be reasonably requested by the Bidder to effect the delivery of the Lease Agreement in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and thereby, and the action of such officers in executing and delivering any of such documents, in such form as the County Administrator shall approve, is hereby fully authorized.

Section 5. Federal Tax Covenant. The County, as lessee, agrees and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest components of the lease payments under the Lease Agreement to become includable in the gross income for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (the "IRC") and regulations promulgated thereunder in effect on the date of original issuance of the Lease Agreement and that it will comply with all applicable provisions of Section 103 and Sections 141 through 150 of the IRC, and any regulations promulgated thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest portion of the lease payments under the Lease Agreement; and to that end the County shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Lease Agreement is outstanding;
- (b) establish such funds, make such calculations and pay such amounts in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the IRC.

The County will timely file Form 8038-G in accordance with the applicable regulations of the Internal Revenue Service.

The County Administrator is hereby authorized to determine whether the Lease Agreement shall be designated as a "qualified tax-exempt obligation" under Section 265(b)(3) of the IRC because the County does not reasonably anticipate that it will issue more than \$10,000,000 in tax-exempt obligations which are not "private activity bonds" during calendar year 2018 all within the meaning of Section 265(b)(3) of the IRC.

The County Administrator is hereby authorized to adopt written procedures on behalf of the County to ensure the County's compliance with federal tax matters relating to the Lease Agreement.

This Ordinance shall constitute the County's declaration of official intent pursuant to Treasury Regulation §1.150-2 to reimburse the County from the proceeds of the Lease Agreement for expenditures incurred by the County (the "Expenditures") with respect to the Equipment prior to the execution and delivery of the Lease Agreement. The source of funds for the Expenditures with respect to the Equipment will be the County's general fund.

Section 6. **Filings with Central Repository.** In compliance with Section 11-1-85 of the South Carolina Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five percent (5%) of the County's revenue or its tax base.

Section 7. **Severability.** All ordinances, orders, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the execution of the Lease Agreement are, to the extent of such conflict, hereby repealed.

Section 8. **Effective Date.** This Ordinance shall be effective upon its enactment by the County Council of Oconee County, South Carolina.

[Execution Page Follows]

Enacted this __ day of _____, 2018.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council
Oconee County, South Carolina

ATTEST:

Administrator, Oconee County, South Carolina

Clerk to County Council,
Oconee County, South Carolina

Date of First Reading: **March 20, 2018**
Date of Second Reading: _____, 2018
Date of Public Hearing: _____, 2018
Date of Third Reading: _____, 2018

Exhibit A

Form of Request for Proposals

REQUEST FOR PROPOSALS

**Oconee County, South Carolina
Lease-Purchase Financing, 2018**

Response Due: _____, 2018
12:00 Noon, South Carolina Time

[NOT] BANK QUALIFIED

Oconee County, South Carolina (the "County"), is requesting proposals from various banks and financial institutions for not exceeding \$365,000 tax-exempt lease-purchase financing to defray the costs of acquisition of certain equipment as described herein. The County invites interested parties to submit a proposal to finance the equipment by specifying a rate of interest and other conditions for such financing.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, OR BY E-MAIL, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Mailed or Hand Delivered Bids: Each mailed or hand delivered proposal should be mailed or delivered to:

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

E-Mail Bids: Electronic proposals may be e-mailed to the attention of Scott Moulder, County Administrator, at smoulder@oconeesc.com, with a copy to Michael W. Burns, Esq., Special Counsel, at mburns@mcnair.net, and a copy to Compass Municipal Advisors, LLC, Financial Advisors, at proposals@compassmuni.com.

Please note that this request for proposals is also being sent to a number of other institutions as well and that the County reserves the right to select the proposal determined to be the most advantageous to the County in its sole discretion. The selection process will be heavily weighted toward lowest financing costs; however, lowest financing cost is not the only factor that may be considered by the County. The County reserves the right to reject any or all bid proposals as well as negotiate with the lowest bidder.

I. Terms and Conditions:

- (a) Amount to be Financed: Not exceeding \$365,000. The County reserves the right to reduce the principal amount financed under the Lease Agreement by up to 10% after acceptance of the winning bid.

- (b) Payments: [To be determined]
- Unless otherwise designated by a bidder, interest on the Lease Agreement will be calculated based on a 360-day year comprised of twelve 30-day months.
- (c) Guarantee of Interest Rate: The interest rate, costs and other terms of the bid submitted must be guaranteed from the date of your proposal to the closing date (expected to be on or about _____, 2018).
- (d) Equipment: HVAC equipment to be located at the Oconee County Courthouse.
- (e) Event of Taxability: Bidders may incorporate a provision within their proposal calling for an increase in the interest rate(s) on the lease due to loss of tax exempt status of the Lease Agreement (as defined below) due to a direct act or omission on the part of the County (an “Event of Taxability”). **Proposals requiring an increase in the interest rate(s) on the Lease Agreement due to loss of tax exempt status of the Lease Agreement for reasons beyond the direct control of the County, changes in the tax code, changes in the bidder’s capital requirements or cost of capital, or any reason other than an Event of Taxability, will be rejected.**
- (f) Form of Lease-Purchase Agreement: A bidder’s proposed form of lease agreement (“Lease Agreement”) should be provided within three (3) business days of the award of the successful proposal.
- (g) Non-appropriation: A non-appropriation provision acceptable to the County must be included in the Lease Agreement. Any and all amounts due including, but not limited to, scheduled lease payments, reimbursements, penalties or fees under the Lease Agreement or any Acquisition/Escrow Account (as defined below) must be subject to annual appropriation by the County.
- (h) Non-substitution: A non-substitution provision is not permitted to be included in the Lease Agreement.
- (i) Deficiency Judgment: No deficiency judgment can be assessed or imposed against the County nor will the full faith, credit and taxing power of the County be pledged to the payment of the Lease Agreement.
- (j) Title: Title to the Equipment will be in the name of the County subject to the lessor’s rights under the Lease Agreement.
- (k) Acquisition/Escrow Account: The County will require the successful bidder to transfer by Federal funds the full amount of this financing on the date of the closing. If a bidder requires that an acquisition or escrow account (the “Acquisition/Escrow Account”) be held by it or its designee, the bidder must so indicate in its proposal. Otherwise the County retains the right to designate a bank to act as custodian of the Acquisition/Escrow Account. The Acquisition/Escrow Account must be an interest bearing account. Interest earnings in the Acquisition/Escrow Account must accrue to the County. The Acquisition/Escrow Account will be structured to allow payments therefrom to be made: (1) to the County to reimburse it for amounts expended by the County

on the Equipment; and (2) to the vendors for payment of the Equipment as directed by the County. All funds invested or deposited in the Acquisition/Escrow Account shall at all times be invested or deposited, as applicable, in a manner which satisfies the requirements of the laws of the State of South Carolina relating to investment or deposit of public funds, including, without limitation, Section 6-5-10 or Section 6-5-15 of the Code of Laws of South Carolina 1976, as amended, as applicable.

- (l) **Costs of Issuance:** All costs relating to the preparation of the Lease Agreement and fees of special counsel will be paid by the County. Any fees and costs of the bidder to be paid by the County must be stated in the response to this Request for Proposals. The Lease Agreement must allow the County to pay its legal fees and costs related to execution and delivery of the Lease Agreement out of the proceeds of the Lease Agreement.
- (m) **Insurance:** [The County is insured through the South Carolina Insurance Reserve Fund.] The Equipment will be insured in a similar manner at face value. The lessor may be listed as a loss-payee, but may not be listed as an additional insured under the County's insurance coverage.
- (n) **Lease Agreement [Not] Designated as Qualified Tax-Exempt Obligation:** The County will [not] designate the Lease Agreement as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986 (the "Code") relating to the ability of financial institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax-exempt obligations.
- (o) **Closing:** The County expects to close the transaction on or about _____, 2018.
- (p) **Prepayment:** Unless otherwise specifically provided in a bidder's proposal and agreed to by the County, the Lease Agreement will be subject to prepayment at the option of the County in whole or in part at any time without any prepayment penalty.

II. **Proposal Requirements.**

- (a) The proposal must be in writing. It is preferred that a bidder's proposal not be subject to further credit or underwriting approval.
- (b) No proposal may be modified by a bidder after it has been submitted except with the consent of the County.
- (c) Proposals should include: the name, address, and telephone number of your institution; the primary contact; and identity of legal counsel, if any.
- (d) Proposals must be accompanied with a list of all requirements and conditions associated with the bid.
- (e) Proposals must indicate a single interest rate for the lease term. Bidders are requested to include an amortization schedule showing annual payment amounts for the term of the financing.

- (f) Proposals must provide full disclosure of all financing costs, including any closing, legal, and tax opinion charges.
- (g) Any prepayment penalty or other fee requirements should be detailed in the proposal.

III. Evaluation of Proposals and Award.

The Lease Agreement will be awarded to the bidder that provides the most advantageous proposal, as determined by the County in its sole and absolute discretion. Proposals will be evaluated by the officials of the County based on various factors, including, but in no way limited to, the interest rate, redemption terms, additional credit or underwriting approval, additional covenants and terms, if any, and other conditions set forth therein. The County reserves the right to reject any and all bids or to waive irregularities in any proposal. The County expects to accept the successful proposal on _____, 2018.

IV. Legal Opinion. The execution and delivery of the Lease Agreement is subject to the approving opinion of the McNair Law Firm, P.A., Special Counsel.

V. Financial Advisor: Compass Municipal Advisors, LLC is acting as Financial Advisor to the County in connection with the Lease Agreement. In this capacity, Compass Municipal Advisors, LLC has provided technical assistance in the preparation of this Request for Proposals and assisted the County in preparing for this financing.

VI. Tax Exemption and Other Tax Matters. The Code, and the Treasury Regulations promulgated thereunder, include provisions that relate to tax exempt obligations, such as the Lease Agreement, including, among other things, permitted uses and investment of the proceeds of the Lease Agreement and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest paid under the Lease Agreement becoming subject to federal income taxation retroactive to the date of issuance of the Lease Agreement. The County has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Lease Agreement from gross income for federal tax purposes. Failure of the County to comply with these covenants could cause the interest on the Lease Agreement to be taxable retroactively to its date of issuance.

The Code imposes an alternative minimum tax on a taxpayer's alternative minimum taxable income. Interest on the Lease Agreement is not an item of tax preference for purposes of the federal alternative minimum tax.

The accrual or receipt of interest on the Lease Agreement may affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Prospective purchasers of the Lease Agreement should be aware that ownership of the Lease Agreement may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies and taxpayers otherwise entitled to claim the earned income credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Lease Agreement. Special Counsel will not express any opinion as to such collateral tax consequences. Prospective purchasers of the Lease Agreement should consult their tax advisors as to collateral federal income tax consequences.

Special Counsel has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or event occurring (or not occurring) after the date of issuance of the Lease Agreement may affect the tax status of interest on the Lease Agreement. In rendering its opinion, Special Counsel will rely upon certificates and representations of the County with respect to certain material facts solely within the knowledge of the County relating to the application of the proceeds of the Lease Agreement.

VII. Investment Letter and Written Confirmation. The lessor will be requested to execute a Written Confirmation of Lender and an Investment Letter in substantially the forms included with this Request for Proposals.

VIII. Additional Information.

If you should have any questions regarding the Request for Proposals, you should contact:

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Oconee County Administrator
864.638.4244
e-mail: smoulder@oconeesc.com

Ladale V. Price
Oconee County Finance Director
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Dated: _____, 2018

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2018-11**

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

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

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

WHEREAS, Project Crumble (the "Company"), has requested the County to participate in executing an Inducement Resolution (which it has done), and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, additional building(s) or building improvements, and machinery, apparatus, and equipment, for the purpose of the expansion of its manufacturing facility (the "Project") in which the minimum level of new taxable investment will be not less than Nineteen Million Dollars (\$19,000,000) in new qualifying fee in lieu of tax investment by the end of the fifth (5th) year after the year of execution of the Fee Agreement, which investment will be maintained, without regard to depreciation, for not less than ten (10) years from the initiation of the SSRC (as defined below) with not less than Fifteen Million Dollars (\$15,000,000) of that investment, without regard to depreciation, being maintained for the succeeding ten (10) years of the Fee Agreement, in accordance with the Act and the Inducement Resolution, all as more fully set forth in the Fee

Agreement attached hereto. It is understood and agreed by and between the parties that the existing land, building and fixtures at the Project site do not qualify for inclusion in the Fee Agreement; and

WHEREAS, the Company has requested that the County provide a special source revenue credit of thirty-five percent (35%) of the Company's fee in lieu of tax liability for the Project in the Park (as defined herein) for a term of ten consecutive (10) years (the "SSRC") commencing only if and when the Company's investment in new, taxable property in the Project equals or exceeds \$19,000,000 within the initial five (5) years (following the year of the execution and delivery of the Fee Agreement) of investment, which investment will be maintained, without regard to depreciation, for not less than ten (10) years from the initiation of the SSRC; and

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

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

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Resolution, and a Fee Agreement and to that end has, by its Resolution adopted on March 20, 2018, authorized the execution of an Inducement Resolution, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

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

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

WHEREAS, the Company is located in the existing multi-county industrial/business park (the "Park") with Pickens County created by a Park Agreement pursuant to Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

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

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a manufacturing facility, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved. Further, the Fee Agreement shall provide for an SSRC of thirty-five percent (35%) of the Company's fee in lieu of tax liability for the Project in the Park for ten (10) consecutive years, upon the terms and upon achieving the conditions required herein and in the Fee Agreement.

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

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

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

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

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

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

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

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

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

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

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

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

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

Passed and approved this 24th day of April 2018

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Edda Cammick, Chair of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

First Reading: March 20, 2018
Second Reading: April 10, 2018
Public Hearing: April 24, 2018
Third Reading: April 24, 2018

FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

PROJECT CRUMBLE
a Delaware Company

Dated as of April 1, 2018

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

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Oconee County, South Carolina

FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of April 1, 2018, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and PROJECT CRUMBLE (the "Company"), incorporated and existing under the laws of the State of Delaware.

WITNESSETH:

Recitals.

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

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

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

Pursuant to an Ordinance adopted on April 24, 2018 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council authorized the County to enter into a Fee Agreement with the Company which identifies the property comprising the Project as Economic Development Property (as defined in the Act) under the Act subject to the terms and conditions hereof. The Company has agreed to acquire and equip by construction, lease-purchase, lease, or otherwise, a manufacturing facility (the "Facility") which will be located in the County, which will consist of the acquisition, construction, installation, expansion, improvement, design, and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements, or fixtures which will constitute the project (the "Project"). The Project in the Park (as hereinafter defined) in the County involves an initial taxable investment of at least Nineteen Million Dollars (\$19,000,000) in the County within five (5) years of the end of the Company tax year in which this Agreement is executed and the Nineteen Million Dollar (\$19,000,000) level of that investment (without regard to depreciation) shall be maintained from the end of that initial Investment Period through the end of the ten (10) years of the Special Source Revenue Credits described herein, and a Fifteen Million Dollar (\$15,000,000) level of that same investment, without regard to depreciation, shall be maintained for the succeeding ten (10) years of the term of this Fee Agreement, all being maintained in accordance with the Act and this Agreement. The Company and the County agree that pursuant to the Act the existing land, building, and fixtures for the Project are not eligible for inclusion in the Fee Agreement.

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

ARTICLE I

DEFINITIONS

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

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

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

corporation. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

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

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

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

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

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

"Company" shall mean Project Crumble, a company incorporated under the laws of the State of Delaware and duly qualified to transact business in the State.

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

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

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

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee

Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.7 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.9 of this Fee Agreement.

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

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

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

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

"Fee Agreement" shall mean this Fee Agreement.

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

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

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

"Investment Period" shall mean the period commencing January 1, 2018, and ending on the last day of the fifth (5th) property tax year following the property tax year in which this Agreement is executed if the minimum statutory investment is made within the statutory period.

"Minimum Investment" shall mean that the Company shall invest under and pursuant to the Fee Agreement not less than Nineteen Million Dollars (\$19,000,000) in qualifying, new taxable investment in the Project by the end of the fifth (5th) year after the year of execution of this Fee Agreement, and that Nineteen Million Dollars (\$19,000,000) of that investment (without regard to depreciation) shall be maintained from the end of that initial Investment Period through the end of the ten (10) years of the Special Source Revenue Credits described herein, and Fifteen Million Dollars (\$15,000,000) of that same investment, without regard to depreciation, shall be maintained for the succeeding ten (10) years of the term of the Fee Agreement, all being made

and maintained in accordance with the Act.

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

“Park Agreement” shall mean the Agreement for Development of an Industrial/Business Park for the Park between the County and Pickens County, dated as of January 16, 2007 (the “Pickens Park”), as amended from time to time.

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

"Phase Termination Date" shall mean with respect to each Phase of the Project the day thirty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2053 or December 31, 2058, if an additional five-year extension of time in which to complete the Project is hereinafter granted by the County, in writing, pursuant to separate authorization, pursuant to Section 12-44-30(13) of the Act, and utilized by the Company by making the required investments, or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Company under Section 12-44-30(21) of the Act, as amended, but only if the County subsequently agrees to such a maximum number of years exceeding thirty and such agreement is approved by the County Council then in office and reduced to writing.

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

Development Property under the Act and becomes part of the Project pursuant to the provisions of this Agreement. The Project involves an initial investment of sufficient sums to qualify as a Project under the Act.

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

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

(a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(b)(iii) of this Fee Agreement.

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

“Special Source Revenue Credit” shall mean the credit against the fee in lieu of tax payments to be made by the Company to the County as authorized by Section 4-1-175 of the Code and Section 4.10 hereof.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

is to take all administrative or managerial actions to be taken or consented to by the County pursuant to this Agreement.

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

(a) The Company is duly organized and in good standing under the laws of the State of Delaware, is qualified to do business in the State, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

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

(c) The Company intends to operate the Project as a "Project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of an automotive parts and product manufacturing facility and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

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

(e) The Company anticipates that the cost of the project will be at least Nineteen Million Dollars (\$19,000,000) in qualifying taxable investment in eligible Economic Development Property

in the County within five (5) years of the end of the Company tax year in which this Fee Agreement is executed. The Company will invest not less than Nineteen Million Dollars (\$19,000,000) in Economic Development Property, subject to the fee in lieu of tax payment, in the Project by the end of the fifth succeeding year following the year of the execution of the Fee Agreement, or lose the benefits of this Agreement retroactively to the outset, with interest and repayment due to the County for both FILOT payments and Special Source Revenue Credit, as though the Minimum Investment requirements of the Act had not been met. Should such Nineteen Million Dollar (\$19,000,000) Minimum Investment, without regard to depreciation, not be maintained from the end of the Investment Period and then for the initial ten (10) years of the Special Source Revenue Credits, and Fifteen Million Dollar (\$15,000,000) of the same investment, without regard to depreciation, be maintained for the succeeding ten (10) years of the term of the Fee Agreement, all as required by this Agreement and the Act, at any point in time, after having once been achieved, the Company will lose the benefit of the Fee Agreement and Special Source Revenue Credit and the Project will revert to normal tax treatment, pursuant to Section 12-44-140(B) of the Act, prospectively, from the point at which such maintenance requirement is lost.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

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

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

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction, and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2023, or on or prior to December 31, 2028 if not less than \$19,000,000 of Economic Development Property is invested in the Project on or prior to December 31, 2023 and the County Council then in office agrees to an extension of the investment period hereof by resolution. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due from and by it under the terms of this Fee Agreement, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project, and may owe repayment to the County under the terms hereof in certain such circumstances.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of

sufficient sums to qualify to enter into a fee in lieu of tax (“FILOT”) arrangement under Section 12-44-50(A)(1) of the Act, and to meet the investment representations of Section 2.2(f), hereof, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2023, in non-exempt Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

Step 2: Apply a fixed assessment ratio of six percent (6%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine years thereafter or such longer period

of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.

Step 3: Multiply the taxable values, from Step 2, by the millage rate in effect for the Project site on June 30, 2017, which the parties believe to be 220.2 mils (which millage rate shall be a fixed millage rate in accordance with the Act for the term of this Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the thirty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County Council may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

Subject to the terms and provisions herein contained and with the consent of the County, with respect to each Phase, this Agreement shall be and remain in full force and effect for a term commencing on the date hereof, and ending at midnight on December 31 of the year which is the twenty-nine (29th) year following the first year in which each Phase is placed in service, unless sooner terminated as herein permitted; provided that, if at the expiration of the term of this Agreement payment of all FILOT Payments under this Section 4.01 relating to the operation of the Project during such term have not been made, such term shall expire on such later date as such payments shall have been made in full or so provided for; provided, further; that such extension of such term shall not increase the number of FILOT Payments for which the Company qualifies under this Section.

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

permitted level so determined, but never lower than the level described in this Agreement for the investment in the Project without the express, written consent of the County.

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

Section 4.2 Cost of Completion. In the event that the cost of completion of the Project has not exceeded Nineteen Million Dollars (\$19,000,000) in non-exempt Economic Development

Property, as required under Section 12-44-30(13) of the Act by December 31, 2023, at the Project in the Park by that date, then beginning with the payment due in 2024, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period will be terminated at that point. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project through and including 2023 using the calculations described in this Section, over, (ii) the total net amount of payments in lieu of ad valorem taxes (including any Special Source Revenue Credits) actually made by the Company with respect to the Project through and including 2023. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided in the Act. Further, in the event, thereafter, that the investment in the Project, without regard to depreciation, once having achieved the Minimum Investment, falls below Nineteen Million Dollars (\$19,000,000), during the first ten (10) years that the Special Source Revenue Credits are in effect, or below Fifteen Million Dollars (\$15,000,000) of such new investment, without regard to depreciation during the succeeding ten (10) years that this Fee Agreement is in effect, the payment in lieu of ad valorem taxes to be paid to the County by the Company from such respective point on, for the duration of this Fee Agreement shall become equal to the amount as would result from taxes levied on the Project by the County,

municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period and Special Source Revenue Credit will be terminated at that point at which the investment in the Project, without regard to depreciation, falls below such Nineteen Million Dollars (\$19,000,000) or Fifteen Million Dollars (\$15,000,000), respectively.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are

available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

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

Section 4.4 Special Source Revenue Credit. The County agrees that the Company shall be entitled to a Special Source Revenue Credit, to be taken as a set off against the FILOT payments for the Project in the Park owed, pursuant to Section 4.1, hereof, in each of ten (10) consecutive years of such FILOT payments, in an annual amount equal to Thirty-five percent (35%) of the net FILOT payments (after payment of the MCIP partner county fee) generated by the Project in the Park commencing in the property tax year in which the total new, taxable investment of the Company in the Project equals or exceeds Nineteen Million Dollars (\$19,000,000) and continuing for the next nine (9) years thereafter, but not to exceed the actual cost of the Infrastructure, totally or in any given year. Such Special Source Revenue Credit may be taken by the applicable Company

only to the extent that such Company has invested in qualifying improvements as defined in Section 12-44-70 of the Act and Section 4-29-68(A)(2) of the South Carolina Code of Laws, 1976, as amended. The Company shall be responsible for certifying to the County the amount of Qualified Improvements incurred. Based on this certification, the Treasurer of the County shall display and subtract the Special Source Revenue Credit from the fee in lieu of tax payment statement sent to the Company for the duration of the Special Source Revenue Credit. At no time shall the aggregate of Special Source Revenue Credit received by the Company exceed the certified amount of Qualified Improvements.

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

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

Section 4.7 **Removal of Equipment.** Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject to Section 4.2 and Section 4.5, hereof, the Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed

Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable, or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(b)(iii) hereof. The Company shall provide annual written notice to the County of the Removed Components in conjunction with the filing of the PT300 property tax form.

Section 4.8 Damage or Destruction of Project.

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

(b) **Election to Rebuild.** In the event the Real Property in which the project is located is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Sections 4.2 and 4.5, hereof. Subject to the terms and provisions of this Agreement, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

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

Section 4.9 Condemnation.

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

(b) Partial Taking. In the event of a partial taking of the Real Property or a transfer in lieu thereof, and subject to Section 4.2 and Section 4.5, hereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

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

Section 4.11 Indemnification Covenants. The Company shall and agrees to indemnify and save the County, its employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm, or corporation arising from the County's entry into or participation in this Agreement. The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, including, without limitation, any environmental claims, and upon notice from the County; the Company shall defend them in any such action, prosecution or proceeding with counsel reasonably acceptable to the Indemnified Parties.

Section 4.12 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers, neither the

County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; or (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; and, the County (iii) shall use its commercially reasonable, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Company, if the Company does provide such information to the County, if the Company will clearly and conspicuously mark such information as “Confidential” or “Proprietary”, or both, then, in that event, prior to disclosing any confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. The Company acknowledges that the County is a governmental entity, subject to the South Carolina Freedom of Information Act. Nothing in this Agreement is intended to affect the County’s legal obligations under that act.

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

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

Section 4.14 Events of Default. In addition to the specific events of default noted elsewhere herein, as to investment and job creation requirements, the following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Company to perform any of the material terms, conditions, obligations, or covenants of the Company hereunder, other than those already noted in this Section 4.14 which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.15 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement and Special Source Revenue Credit; or

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

Section 4.16 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.17 Reimbursement of Legal Fees and Expenses. The Company agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including, without limitation, the ordinary and reasonable fees of the County for the review and initial implementation of the documents pertaining to the Project, Absent extraordinary circumstances, such fees for such review and initial implementation shall not exceed Five Thousand Dollars (\$5,000). Further if the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor,

reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.18 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:

Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29601
Attention: Chairman of County Council

AS TO THE COMPANY:

Project Crumble

WITH A COPY TO:

Mark McMerrell
Ryan
Key Tower, Suite 2800
127 Public Square
Cleveland, Ohio 44114

WITH A COPY TO:

J. Wesley Crum, III P.A.
233 North Main Street, Suite 200F
Greenville, South Carolina 29601

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

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

Section 5.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

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

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

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

Section 5.9 Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10 Force Majeure. To the extent recognized by the Act, and except as to FILOT Revenues, the Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods,

inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other similar cause beyond Company's reasonable control.

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

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Edda Cammick, Chair of County
Council, Oconee County, South Carolina

ATTEST:

By: _____
Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

PROJECT CRUMBLE

By: _____

Its:

EXHIBIT A

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

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 10, 2018
COUNCIL MEETING TIME: 6:00 p.m.**

ITEM TITLE [Brief Statement]:

First Reading of Ordinance # 2018-12 “AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED MULTI-COUNTY INDUSTRIAL AND BUSINESS PARK WITH PICKENS COUNTY; SUCH INDUSTRIAL AND BUSINESS PARK TO BE, AT THE TIME OF ITS INITIAL DEVELOPMENT, GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND AUTHORIZING THE INCLUSION OF CERTAIN PROPERTY NOW OWNED BY CASTO OCONEE, LLC AND CLEMSON FAMILY INVESTORS, LLC OR THEIR RESPECTIVE ASSIGNEES; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT GOVERNING THE MULTI-COUNTY INDUSTRIAL AND BUSINESS PARK; AND OTHER RELATED MATTERS.”

BACKGROUND DESCRIPTION:

Ordinance # 2018-12 will authorize the County to enter into an Agreement for the Development of a Joint-County Industrial and Business Park (the “Agreement”) with Pickens County in relation to property commonly referred to as Hartwell Village and specifically consisting of property now or recently owned by Casto Oconee, LLC and Clemson Family Investors, LLC. The Agreement provides that any business or commercial enterprise locating in the Park shall pay a fee-in-lieu of ad valorem taxes (the “Fee”) pursuant to Article VIII, Section 13 of the South Carolina Constitution and the Act, with such Fee being paid to the county treasurer for the County in which the Property is located. With respect to Property located in Oconee County and relating to the projects, the County shall pay to Pickens County its share of the Fee, if any, pursuant to the Agreement, and after payment of any other share of the Fee under the County’s obligations with respect to the projects, the Fee retained by the County, if any, shall be paid as follows: Sixty-six percent (66%) of the remaining Fee (“Remainder”) to the Economic Development Capital Projects Fund of the County, one percent (1%) each, of the Remainder to all other entities for whom taxes are levied over the Property except for the County, and the rest of the Remainder to the General Fund of the County, and zero percent (0%) to all other political subdivisions in the County.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget.

Approved by: _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: / 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 2018-12.

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
OCONEE COUNTY
ORDINANCE 2018 - 12**

AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED MULTI-COUNTY INDUSTRIAL AND BUSINESS PARK WITH PICKENS COUNTY; SUCH INDUSTRIAL AND BUSINESS PARK TO BE, AT THE TIME OF ITS INITIAL DEVELOPMENT, GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND AUTHORIZING THE INCLUSION OF CERTAIN PROPERTY NOW OWNED BY CASTO OCONEE, LLC AND CLEMSON FAMILY INVESTORS, LLC OR THEIR RESPECTIVE ASSIGNEES; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT GOVERNING THE MULTI-COUNTY INDUSTRIAL AND BUSINESS PARK; AND OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina (“Oconee County”), and Pickens County, South Carolina (“Pickens County,” 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 (“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;

WHEREAS, each of Casto Oconee, LLC and Clemson Family Investors, LLC (collectively, the “Companies”) has requested Oconee County to assist the Companies with respect to their respective economic development projects in Oconee County (collectively, the “Projects”) by placing the Projects’ properties into the Park subject to the Agreement; and

WHEREAS, the Counties desire to include certain property (including, without limitation, the Projects’ properties) in the Park (“Property”), as more particularly described on the attached *Exhibit B* and Oconee County is hereby authorizing the inclusion of the Property in the Park.

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

Section 1. Oconee County 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 Agreement provides that any business or commercial enterprise locating in the Park shall pay a fee-in-lieu of ad valorem taxes (the "Fee") pursuant to Article VIII, Section 13 of the South Carolina Constitution and the Act, with such Fee being paid to the county treasurer for the County in which the Property is located. With respect to Property located in Oconee County and relating to the Projects, the County shall pay to Pickens County its share of the Fee, if any, pursuant to the Agreement, and after payment of any other share of the Fee under the County's obligations with respect to the Projects, the Fee retained by the County, if any, shall be paid as follows: Sixty-six percent (66%) of the remaining Fee ("Remainder") to the Economic Development Capital Projects Fund of the County, one percent (1%) each, of the Remainder to all other entities for whom taxes are levied over the Property except for the County, and the rest of the Remainder to the General Fund of the County, and zero percent (0%) to all other political subdivisions in the County.

Section 4. 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 5. If any part of this Ordinance is unenforceable, the remainder is unaffected.

Section 6. Any ordinance, resolution or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. This Ordinance is effective after third and final reading.

Signatures on Following Page

OCONEE COUNTY, SOUTH CAROLINA

Edda Cammick, Chair of Oconee County Council
Oconee County, South Carolina

(SEAL)
ATTEST:

Katie Smith, Clerk to Oconee County Council
Oconee County, South Carolina

READINGS:

First Reading: April 10, 2018
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
AGREEMENT FOR THE DEVELOPMENT OF A JOINT-COUNTY
INDUSTRIAL AND BUSINESS PARK

(See attached)

EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY
[TO BE INSERTED]

1. **Statutory Authority; Binding Effect.** This Agreement is entered into under the authority granted to the Counties pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170 of the Code of Laws. This Agreement shall serve as the written agreement specified in Section 4-1-170 and sets forth the entire agreement between the Counties and is intended to be binding on the Counties, their successors and assigns.

2. **Location of the Park.**

(a) As of the original execution and delivery of this Agreement, the Park initially consists of property located in Oconee County and which is now or will be owned and/or operated by Casto Oconee, LLC and Clemson Family Investors, LLC, or their assigns, as more particularly described on **Exhibit A (Oconee)** attached hereto (collectively, the "Property"). It is specifically recognized and agreed that the Park may from time to time consist of non-contiguous properties within each County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the county councils of the Counties provided that in so enlarging or diminishing such boundaries, the Park shall consist of the Property as so enlarged or diminished.

(b) In the event that the Counties determine by duly enacted ordinances of their respective county councils to enlarge or diminish the boundaries of the Park, this Agreement shall be deemed to have been amended as of the date and time at which such ordinances are enacted, and there shall be attached hereto a revised **Exhibit A (Oconee)** or a revised **Exhibit B (Pickens)** which shall contain a legal description of the boundaries of the Park within Oconee County or Pickens County, as the case may be, as enlarged or diminished, together with a copy of the ordinances of the Oconee County Council and the Pickens County Council pursuant to which such enlargement or diminution was authorized.

(c) Prior to the adoption by the Oconee County Council and the Pickens County Council of any ordinance authorizing the enlargement or diminution of the boundaries of the Park, the respective Councils shall comply with the provisions of the Home Rule Act concerning the adoption of ordinances and the requirements of public hearings regarding the same. In addition, notice of any required public hearing shall be served in the manner provided by the South Carolina Rules of Civil Procedure 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 boundaries of the Park.

3. **Fee in Lieu of Taxes.** In accordance with Section 13 of Article VIII of the South Carolina Constitution, any and all real and personal property located in the Park whether or not titled in the name of either County shall be exempt from ad valorem taxation; provided, however, the owners or lessees of any property situated in the Park shall hereby be required to pay an amount equal to the ad valorem property taxes or other in-lieu-of payments that would have been due and payable if the property were not located within the Park, such in-lieu-of payments to be due and payable at the same time as ad valorem taxes are due.

4. **Allocation of Expenses.** Oconee County and Pickens County shall bear expenses incurred in connection with the Park, including, but not limited to, expenses relating to the planning, site preparation, development, construction, infrastructure, operation, maintenance,

advertising, and promotion of the Park, or the recruitment of industries, in the following proportions:

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

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

If the property is located in the Pickens County portion of the Park:

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

5. **Allocation of Revenues.** Oconee County and Pickens County shall receive an allocation of all revenues generated by the Park property through payment of fees-in-lieu of ad valorem property taxes or from any other source directly related to the Park in the following proportions:

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

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

If the property is located within the Pickens County portion of the Park:

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

With respect to such fees generated from properties located in the Oconee County portion of the Park, that portion of such fees allocated to Pickens County shall thereafter be paid by the Treasurer of Oconee County to the Treasurer of Pickens County within fifteen (15) business days following the end of the calendar quarter of receipt for distribution. With respect to such fees generated from properties located in the Pickens County portion of the Park, that portion of such fees allocated to Oconee County shall thereafter be paid by the Treasurer of Pickens County to the Treasurer of Oconee County within fifteen (15) business days following the end of the calendar quarter of receipt for distribution.

6. **Issuance of Bonds.** The Counties may issue joint development bonds to fund and/or defray the expenses incurred in the development of the Park and shall have the power to enter jointly into leases and other contracts which are necessary or desirable for the development of the Park.

7. **Allocation of Revenue Within Each County.**

(a) Any and all revenues derived from the Park other than in respect of payment in-lieu-of ad valorem property taxes shall be distributed directly to Oconee County and Pickens County according to the proportions established in Paragraph 5, respectively, and shall

and may be expended in any manner deemed appropriate by the County Council of each such County.

(b) Any and all revenues generated by the Park in respect of payments in-lieu-of ad valorem property taxes shall be distributed to the Counties according to the proportions established by Paragraph 5, respectively. All such revenue allocable to a County shall be distributed within that County to the entities which levy taxes or have taxes levied on their behalf in such County (herein respectively referred to as the "Oconee County Taxing Entities" and the "Pickens County Taxing Entities") in accordance with the one or more ordinances enacted or to be enacted by the County Council of each such County (including the respective ordinances of the Counties which authorized the execution and delivery of this Agreement), and to no others.

8. Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code. It is hereby agreed that the entry by Oconee County into any one or more fee in lieu of ad valorem tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes ("Negotiated FILOT Agreements"), with respect to property located within the Oconee County portion of the Park and the terms of such Negotiated FILOT Agreements shall be at the sole discretion of Oconee County. It is further agreed that entry by Pickens County into one or more negotiated FILOT Agreements with respect to property located within the Pickens County portion of the Park and the terms of such Negotiated FILOT Agreements shall be at the sole discretion of Pickens County.

9. Assessed Valuation. In accordance with Section 4-1-170 of the South Carolina Code of Laws, as amended, for the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of tax paying ability of each County pursuant to Section 59-20-20(3) of the South Carolina Code of Laws Annotated, as amended, allocation of the assessed value of all property located within the Park to each County and to each of the Oconee County Taxing Entities and Pickens County Taxing Entities, respectively, within each County shall be identical to the allocation of revenue distributed to each County in accordance with Paragraphs 5 and 7 above.

10. Applicable Ordinances and Regulations. Any applicable ordinances and regulations of Oconee County including zoning, health and safety, and building code requirements shall apply to the Park properties located in the Oconee portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Pickens County including zoning, health and safety, and building code requirements shall apply to the Park properties located in the Pickens portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

11. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Oconee County is vested with the Sheriff's Department of Oconee County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Pickens County is vested with the Sheriff's Department of Pickens County. If any of the Park properties located in either Oconee County or Pickens County are within the boundaries of a municipality,

then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

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

13. 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, all of which are hereby deemed severable.

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

15. Term; Termination. This Agreement shall extend for a term through December 31, 2059, or such later date as shall be specified in any amendment hereto. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent Oconee County or Pickens County has outstanding, contractual commitments, covenants, or agreements to any owner or lessee of Park property, including, but not limited to, Casto Oconee, LLC or Clemson Family Investors, LLC, to provide, or to facilitate the provision of, special source revenue credits, rebates, or other payments, including, but not limited to, those set forth in that certain Fee Agreement by and between Oconee County and Casto Oconee, LLC dated as of June 2, 2015 or that certain Public Infrastructure Reimbursement Agreement by and between Oconee County and Clemson Family Investors, LLC dated as of April ____, 2018, each as may be amended, modified or supplemented from time to time, or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the county in which such property is located shall first obtain (i) the consent in writing of such owner or lessee and (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective as of the termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Oconee County and Pickens County have caused this Agreement to be duly executed by their duly authorized officials as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Edda Cammick
Chair of Oconee County Council
Oconee County, South Carolina

(SEAL)

ATTEST:

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

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Roy B. Costner, III,
Chairman of Pickens County Council
Pickens County, South Carolina

(SEAL)

ATTEST:

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

EXHIBIT A (OCONEE)

Oconee County Property

TRACT 1:

All that certain piece, parcel or lot of land being in the State of South Carolina, County of Oconee, being shown and designated as 2.981 acres, more or less on a survey entitled ALTA/ACSM LAND TITLE SURVEY FOR NEWSRING CHURCH, INC., prepared by Freeland & Associates, Inc., recorded September 25, 2013, in Plat Book B-449 at Pages 6 and 7, in the Register of Deeds Office for Oconee County, South Carolina. For a more complete metes and bounds description reference is hereby made to said plat.

AND

TRACT 2:

All that certain piece, parcel or lot of land being in the State of South Carolina, County of Oconee, being shown and designated as Tract 1 containing 42.468 acres on that certain Boundary Survey for Newspring Church, Inc. prepared by 3D Land Surveying, dated November 21, 2014 and recorded February 19, 2015, in Plat Book B-494 at Pages 1 and 2 in the Register of Deeds Office for Oconee County, South Carolina. For a more complete metes and bounds description reference is hereby made to said plat.

TMS: 227-00-02-031, 227-00-02-032, 227-00-02-033, 227-00-02-034, 227-00-02-035, 227-00-02-036, 227-00-02-037, and 227-00-02-001.

EXHIBIT B (PICKENS)

Pickens County Property

None



2018 STRATEGIC PLAN REPORT

“Setting Goals is the first step in turning the invisible into the visible.”

Tony Robbins

Scott Maulder, County Administrator

3/15/2018

BACKGROUND

Since 2011, Oconee County Council and Administrative Staff have held an annual planning retreat to review the previous year's accomplishments, and to discuss short and long term priorities for the upcoming year. This session serves an important role in starting the annual budget process for the County as well as establishing guidelines and direction for the Administrator and staff.

The 2018 retreat was held on Friday, March 2, in Oconee County Council Chambers. In attendance were all five (5) Council Members; the County Administrator; County Attorney; members of staff; interested citizens; and members of the local media.

PLAN DEVELOPMENT FORMAT

The 2018 strategic planning process was modified to incorporate each of five County Council Committee's priorities into the process. Each Committee met prior to the date of the Retreat, and established goals relative to their specific committee's responsibilities. This format provided a streamlined process, and offered the members of each committee an environment in which the members had more time, in smaller groups, to evaluate goals and priorities prior to them being presented to full Council.

The Administrator compiled each committee's prioritized goals and presented the total list of priorities to the full council during the March 2 Strategic Planning process. This allowed each of the priorities provided to be evaluated by the full Council utilizing a scoring sheet developed by the Finance Department. The respective Committee goals are as follows:

Real Estate, Facilities, & Land Management

Julian Davis – Chair

- *New Facility for Westminster Magistrate Court*
- *Security Improvements at the Pine Street Administrative Office*
- *Upgrade County Parks / Remodel Facilities for ADA Compliance*

Law Enforcement, Public Safety, Health & Welfare

Wayne McCall – Chair

- *Recycling Center Remodel/Improvements*
- *Ambulance Service Expansion*
- *Finalize EMS Improvement Plan*
- *Increase number of Sheriff's Office Investigators*
- *Expansion of Youth Activities - Sheriff's Office Mentor Program*

Transportation

Glenn Hart – Chair

- *Sewer South Expansion (Interstate Service)*

- *Simplified Process for Road Approval/Acceptance*
- *Scanning of Plats 1992 and prior in Register of Deeds office*
- *Parking Improvements / Crosswalk at Lakeview Assisted Living*

Planning & Economic Development

Paul Cain – Chair

- *Increase Workforce Housing – Less than \$150,000*
- *Industrial Recruitment*
- *Continue Developing County Industrial Property*
- *Expand Sewer South to Interstate*
- *City Partnerships to encourage Downtown Revitalization & Growth*
- *Comprehensive Bike/Pedestrian Trails Plan*
- *Develop Technology Incubator*
- *Continue Gateway Signage replacement plan*
- *Corridor Planning for Highway 123*

RETREAT FORMAT

County Council convened the Strategic Planning Retreat at 9:00 AM on March 2, 2018. The Agenda included the Annual County Financial Analysis presentation by the Administrator, in addition to a review of the prior year goals and accomplishments.

The Administrator then presented a summary of the aforementioned Committee goals, and established the procedure by which the goals will be prioritized for plan inclusion. Council Members were asked to identify their top five (5) priorities as listed on their Scoring Sheet.

A weighted score was given to priorities 1 to 5, with descending values for lower priorities. Total points were then calculated, and those with the highest points were ranked in order of priority.

A copy of the final Scoring Sheet is attached to this report, which includes the priorities of individual Council Members, by District.

RESULTS

Listed below are the FY 2018 / 2019 Goals in order of highest priority, as established by County Council. Each of the following goals was identified as a priority by at least one (1) member of Council:

1. *New Facility for Westminster Magistrate Court*
2. *Expand Sewer South to Interstate*
3. *Recycling Center Remodel/Improvements*
4. *Industrial Recruitment*
5. *Upgrade County Parks / Remodel Facilities for ADA Compliance*
6. *Increase number of Sheriff's Office Investigators*

- 7. Increase Workforce Housing – Less than \$150,000*
- 8. Comprehensive Bike/Pedestrian Trails Plan*
- 9. Corridor Planning for Highway 123*
- 10. City Partnerships to encourage Downtown Revitalization & Growth*
- 11. Finalize EMS Improvement Plan/ Ambulance Service Expansion*
- 12. Develop Technology Incubator*
- 13. Simplified Process for Road Approval/Acceptance*
- 14. Expansion of Youth Activities-Sheriff's Office Mentor Program*

While none the five items listed below received a priority vote during the planning session, staff's immediate focus will not be directed towards addressing any the items. However, if opportunity arises, a recommendation will be presented to County Council for consideration.

- Improvements to Pine Street Administrative Offices Security
- Scanning of Plats 1992 and prior
- Parking Improvements & Crosswalk at Lakeview Assisted Living
- Continue Developing County Industrial Property
- Continue Gateway Signage replacement plan

County Council's establishment of the FY 2018 / 2019 priorities provide the Administrator the information required to present a budget that identifies possible funding mechanisms to accomplish the goals as established by County Council.

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 10, 2018

ITEM TITLE:

Title: **Two 2017 Chevrolet 3500 Cab & Chassis Trucks**

Department: **Emergency Services**

Amount: **\$87,950.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2017-2018 budget process.

Finance Approval: Schedule Price

Budget: **\$132,947**

Project Cost: **\$87,950**

Balance: **\$44,997**

BACKGROUND DESCRIPTION:

This purchase is for two (2) 2017 Chevrolet Silverado 3500 double cab trucks with utility beds to be used as Emergency Response Vehicles for Station 21. They will be used to carry fire fighting equipment, medical supplies and special rescue response equipment. These new trucks will replace two 2012 F-350 trucks that are in service daily and have over 200,000 miles. These existing rescue vehicles will be reassigned to replace two older model brush trucks that will be taken out of service and sold at a later date by public auction.

SPECIAL CONSIDERATIONS OR CONCERNS:

State Contract pricing for Chevrolet 3500 cab and chassis trucks is currently awarded to Love Chevrolet in Columbia, SC, however it is past the date to order 2018 trucks from this contract. Therefore, Love Chevrolet has two 2017, 3500 trucks currently in stock that they will sell to us at lower than current State Contract pricing. The utility bed for the truck comes from Lee Transport Equipment, that currently holds the State Contract for truck utility bodies. Love Chevrolet coordinate the installation of the two utilities bodies, so the County will issue one Purchase Order to Love Chevrolet.

ATTACHMENT(S):

1. Pricing Spreadsheet
2. Love Chevrolet Quote and State Contract Pricing
3. Lee Transport Quote and State Contract Pricing

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of two Chevrolet 3500 trucks with utility beds from Love Chevrolet, of Columbia, SC, in the amount of \$87,950.00.

Submitted or Prepared By: Robyn Courtright

Robyn Courtright, Procurement Director

Approved for Submittal to Council: T. Scott Moulder

T. Scott Moulder, County Administrator

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

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

2 Chevrolet 3500 for Fire Services State Contract # 4400014138

Description	Quantity	Unit Price	Total Price
2017 Chevrolet 3500 Reg Cab Chassis	2	\$26,868.00	\$53,736.00
Includes: 6.0L V8 Gas Engine, 6 speed automatic transmission, cruise control, tilt wheel, A/C, GVW 13025 Dual Rear Wheel (Upgraded from 11,200), 4:10 rear axle ratio, 7' color screen mylink am/fm radio, bluetooth capable, 17" steel wheels painted, front bench 40/20/40 vinyl seats, vinyl floor covering, power windows, locks and camper mirrors, keyless remote entry, roof marker lamps, deep tinted glass, locking differential, onstar system and xm radio			
Add 4x4 package	2	\$2,931.00	\$5,862.00
Upgrade to Double Cab (Shorter box than Crew Cab)	2	\$2,150.00	\$4,300.00
TOTAL FOR VEHICLES		\$31,949.00	\$63,898.00
Utility Bed (Lee Transport) Kanpheide 6108d54j State Contract # 4400011642	2	\$11,526.00	\$23,052.00
Add \$500 State Sales Tax	2	\$500.00	\$1,000.00
GRAND TOTAL		\$43,975.00	\$87,950.00

CC-2: Cab/Chassis, 11,200 GVWR

<u>Contract Number:</u>	4400014138	<u>Contractor:</u>	Love Chevrolet
<u>Initial Contract Term:</u>	11/1/2016 - 10/31/2017	<u>Address:</u>	P.O. Box 8387 Columbia, SC 29202
<u>Contract Rollover Dates:</u>	11/1/2017 - 10/31/2018	<u>Vendor #:</u>	7000044959
<u>Order Cutoff Date:</u>	2/22/2018	<u>Contact:</u>	Donna Casey
<u>Model:</u>	Chevrolet Silverado 3500 WT (CC16403)	<u>Email:</u>	governmentsales@loveauto.com
<u>Commodity Code:</u>	07210	<u>Telephone:</u>	803-794-9004
<u>Delivery Days ARO:</u>	120	<u>Fax:</u>	803-826-7467

BASE PRICE **\$26,868.00**

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

Alternator 130 AMP	150 AMP Standard
Body Installation Fee	\$300.00
<small>The Body Installation Fee is a charge based on the dealer arranging for bodies to be installed on this.</small>	
Diesel Engine (GM Duramax 397HP)	\$8,311.00
4-Door Crew Cab - 60" CA	\$2,750.00
Front Stabilizer Bar	Factory Standard
<small>includes locking rear differential</small>	
Operators Manual	No Charge
Operator Training	No Charge
Posi-Traction/Limited Slip/Locking Differential Rear Axle	Factory Standard
<small>includes locking rear differential</small>	
Rear Stabilizer Bar	Factory Standard
Repair Technician Training	No Charge
Shop Manual (For All Components - CD or DVD Preferred)	\$200.00

Optional Deductions

Auxiliary Power Connection-Standard State Spec	\$135.00
Sixty (60") Inch CA	\$140.00
Step Bar Entry / Egress - (Standard State Specification)	\$250.00

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2017



SINCE 1961

LOVE CHEVROLET COMPANY
100 PARKRIDGE DR
Columbia, South Carolina 29212
(803) 794-9004
DON LOCKHART 803-513-5905
dlockhart@loveauto.com

2017 CHEVROLET 3500 REG CAB CHASSIS
STATE CONTRACT #4400014138
BASE PRICE

\$26868.00

INCLUDES:

6.0L V8 GAS ENGINE
6 SPEED AUTOMATIC TRANSMISSION
CRUISE CONTROL, TILT WHEEL, A/C
GVW 13025 DUAL REAR WHEEL - *upgraded from 11,200 GVW*
4:10 REAR AXLE RATIO
7' COLOR SCREEN MYLINK AM/FM STEREO RADIO
BLUETOOTH CAPABLE
17" STEEL WHEELS PAINTED
FRONT BENCH 40/20/40 SEATS VINYL
VINYL FLOOR COVERING
POWER WINDOWS, LOCKS AND CAMPER MIRRORS

2017

KEYLESS REMOTE ENTRY
ROOF MARKER LAMPS
DEEP TINTED GLASS
LOCKING DIFFERENTIAL
ONSTAR SYSTEM AND XM RADIO(SUBSCRIPTION)

ADD:

4X4 PACKAGE	\$ 2931.00
UPGRADE TO DOUBLE CAB	\$ 2150.00
TOTAL	\$31949.00
SC IMF FEE	\$ 500.00
TOTAL PER	\$32449.00

WIDE OR ~~Narrow~~

60 Cx
9' Bed

CAN No longer order



SINCE 1961

LOVE CHEVROLET COMPANY
 100 PARKRIDGE DR
 Columbia, South Carolina 29212
 (803) 794-9004
 DON LOCKHART 803-513-5905
dlockhart@loveauto.com

2018 CHEVROLET 3500 REG CAB CHASSIS
 STATE CONTRACT #4400014138
 BASE PRICE

\$26868.00

INCLUDES:

6.0L V8 GAS ENGINE
 6 SPEED AUTOMATIC TRANSMISSION
 CRUISE CONTROL, TILT WHEEL, A/C
 GVW 13025 DUAL REAR WHEEL
 4:10 REAR AXLE RATIO
 8' COLOR SCREEN MYLINK AM/FM STEREO RADIO
 BLUETOOTH CAPABLE
 18" STEEL WHEELS PAINTED
 FRONT BENCH 40/20/40 SEATS VINYL
 VINYL FLOOR COVERING
 POWER WINDOWS, LOCKS AND CAMPER MIRRORS

KEYLESS REMOTE ENTRY
ROOF MARKER LAMPS
DEEP TINTED GLASS
LOCKING DIFFERENTIAL
ONSTAR SYSTEM AND XM RADIO(SUBSCRIPTION)
ADD:

4X4 PACKAGE		\$ 2931.00
UPGRADE TO DOUBLE CAB	- shorter body than CrewCab →	\$ 2390.00
TOTAL		\$32189.00
SC IMF FEE		\$ 500.00
TOTAL PER		\$32689.00

LEE TRANSPORT EQUIPMENT INC.

Custom Quotation For:

P.O. BOX 26, 1300 BLUFF R.D.
 COLUMBIA, SOUTH CAROLINA 29202
 PHONE# 803-799-7860 FAX 803-765-0535
 TRUCK BODIES AND TRUCK EQUIPMENT

Quote #	GS-03272018-J-1
Date:	3/27/2018
Phone #	864-723-5514
Fax#	

Oconee County

Personal Contact:

Furnish and install Knapheide 6108D54J, 9' full height body to State Contract Specifications.	\$ 4,266.00
Installation of Body	\$ 1,050.00
Full height body in lieu of low profile	\$ 495.00
Add option for:	
Torsion reinforced floor.	\$ 985.00
T-Handle latches installed with 3-part locking.	\$ 585.00
12,000# Receiver hitch with 7-way plug and back up alarm.	\$ 425.00
1500# Bed Slide installed in cargo area.	\$ 2,350.00
LED Interior compartment lights in side compartments	\$ 585.00
Kevlar spray on liner installed in cargo area	\$ 625.00
Kevlar spray on liner installed on rear bumper	\$ 160.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
(South Carolina State Contract for Service Bodies #4400011642)	\$ -
Price good for 30 days. Tax not Inc.	\$ -

Insurance: Customers chassis covered with primary coverage insurance while in the care and the custody of L.T.E. Product Liability insurance carried.

Chassis: C/A Paint:

Other Data:

Price:	\$ 11,526.00
Special Discount:	\$ -
Net Price:	\$ 11,526.00
Local Option Tax:	\$ -
State Sales Tax:	
Total Price:	\$ 11,526.00

Tax Exempt No	<input type="text"/>	Territory	<input type="text"/>	Delivery Date:	<input type="text"/>
Accepted By	<input type="text"/>	Date:	<input type="text"/>	By:	<input type="text"/>

Lee Transport Equipment, Inc.

**CONTRACT FOR TRUCK BODIES (DUMPS, PLATFORMS,
UTILITIES/SERVICE)**

CONTRACT PERIOD: NOVEMBER 1, 2015 THROUGH OCTOBER 31, 2018

Note: The above date reflects the maximum contract period.

Prices are firm/fixed through the end of the contract.

The vendor who holds the contract for a truck body is responsible for reporting and paying the administrative fee for all purchases made off of their contract. This includes sales made to other vendors purchasing off of the state's truck body contract for use by other state agencies or political subdivisions.

Standard Specifications

VENDOR: Lee Transport Equipment, Inc.
P.O. Box 26
Columbia, SC 29202
www.leetransport.net

TELEPHONE NUMBER: (803) 799-7860

CONTACT PERSONS: Bill Cecil, bcecil@leetransport.net
Greg Stowers, gstowers@leetransport.net

VENDOR NUMBER: 7000050670

F.E.I.N.: 57-0468992

The following contract sheets provide the information needed to place orders (base price, options prices, make, model, etc.). The Contractor's bid response can be read by clicking [here](#). Detailed information regarding contract terms, conditions, and specifications are included in the Contractor's response.

IMPORTANT SC DOT SPECIFICATIONS:

Items bid by Lee Transport Equipment in Lots 1 (Dump Bodies), 2 (Platform Bodies) and 3 (Utility Bodies) meet SC DOT specifications and are approved for contract. All truck bodies bid by Lee Transport Equipment have been approved previously and SC DOT will not require pilot models.

IMPORTANT DELIVERY INFORMATION:

If the Truck Body Contractor (Lee Transport) will be installing the body, delivery will be made within 30 days of Lee Transport's receipt of chassis.

If the Truck Body Contractor (Lee Transport) will NOT be installing the body, delivery will be made within 45 days ARO (after receipt of order). Please remember that the cost of delivery is included within a 25 mile radius of SC DOT's Equipment Depot location on Shop Road. If delivery is to be outside that radius, a reasonable delivery charge is to be negotiated by the governmental entity and Lee Transport.

Michael Speakmon, Procurement Manager
E-Mail: mspeakmon@mmo.sc.gov
Telephone: (803) 737-5717

Materials Management Office
1201 Main St - Ste 600
Columbia, SC 29201

Section: B
Page: 46
Date: 11/01/15

Utility Body – 1 1/2 Ton (60" CA)
(For 60" Cab-To-Axle DRW)

Unit Price:		\$4,266.00
Installation of body	add:	\$1,050.00
Full height body in lieu of low profile	add:	\$ 495.00
Flip lid body in lieu of low profile	add:	\$ 985.00
Ball hitch bumper, 5,000# capacity	add:	\$ 59.00
Interior compartment lights installed	add:	\$ 450.00
Kelvar spray bed liner in cargo area	add:	\$ 625.00
Ladder bow set	add:	\$ 500.00
Cab over deluxe ladder/pipe/material rack	add:	\$1,185.00
Body painted or powder coated AT THE MANUFACTURER	add:	\$ 75.00
Body primed only AT THE MANUFACTURER	subtract:	\$ 862.00

Vendor Product # 6108D54LPJ LowProfile (Knapheide)
Vendor Product # 6108D54J Full Height Profile (Knapheide)
Product Category 06510
Body meets or exceeds all specifications

CAB/CHASSIS INDEX

	Initial Contract Term	Contract Rollover Dates	Order Cutoff Date	Base Price
<u>CC-1: Cab / Chassis, 8,000 GVWR, Flex Fuel Engine, Single Rear Wheels</u> Ford F-250 XL	11/1/16 - 10/31/17	11/1/17 - 10/31/18	TBD	\$72,543.00
<u>CC-2: Cab / Chassis, 11,200 GVWR, Flex Fuel Engine, Dual Rear Wheels</u> Chevrolet Silverado 3500 WT (CC36403)	11/1/16 - 10/31/17	11/1/17 - 10/31/18	2/22/18	\$26,868.00
<u>CC-3: Cab / Chassis, 14,500 GVWR, Tilt Cab, Diesel Engine</u> Ford F350 Fino 155	11/1/16 - 10/31/17	11/1/17 - 10/31/18	TBD	\$38,505.00
<u>CC-4: Cab / Chassis, 15,000 GVWR, Diesel Engine, Dual Rear Wheels</u> Ford F-450 Super Duty	11/1/16 - 10/31/17	11/1/17 - 10/31/18	TBD	\$39,300.00
<u>CC-5: Cab / Chassis, 23,000 GVWR, Diesel Engine</u> International Durastar 4000	11/28/16 - 10/31/17	11/1/17 - 10/31/18	TBD	\$60,617.00
<u>CC-6: Cab / Chassis, 37,000 GVWR, Diesel Engine, Standard Cab, 84" CA</u> International Workstar 7000	11/1/16 - 10/31/17	11/1/17 - 10/31/18	TBD	\$69,999.00
<u>CC-7: Cab / Chassis, 50,000 GVWR, Diesel Engine</u> No responsive offers received. Resoliciting with revised specifications.				\$0.00
<u>CC-8: Cab / Chassis, 54,000 GVWR, Diesel Engine</u> International 57625	11/1/17 - 10/31/18	TBD - TBD	TBD	\$79,590.00
<u>CC-9: Cab / Chassis, 79,000 GVWR, Diesel Engine</u> Freightliner 214SD	11/1/17 - 10/31/18	TBD - TBD	TBD	\$108,085.00

Love Chev.

(2) 3500 - chassis - 2017

Bed will be state contract

for EMS-Charlie \$120,000 in budget

32,500 or 36,500 each
with add ons -

Tronda Popham

From: Greg Stowers <gstowers@leetransport.net>
Sent: Wednesday, March 28, 2018 10:06 AM
To: Tronda Popham
Cc: Bill Cecil; Ernie Beck
Subject: RE: State Contract

That's wonderful, thank you!

Sent from my Verizon Wireless 4G LTE Droid

On Mar 28, 2018 9:54 AM, Tronda Popham <tpopham@oconeesc.com> wrote:

Hey Greg,

I edited the quote to match the state contract page a little more. I didn't want to confuse our County Council when it goes to them for their approval. If you will look over the attached and let me know if this will be ok. If so we will consider this the official quote.

Thank you,

Tronda C Popham, CPPB

Oconee County Procurement

415 South Pine Street

Walhalla, SC 29691

864-638-4141

From: Ernie Beck
Sent: Wednesday, March 28, 2018 9:29 AM
To: Tronda Popham
Subject: FW: State Contract

Here you go. He made a mistake

From: Greg Stowers [<mailto:gstowers@leetransport.net>]
Sent: Wednesday, March 28, 2018 9:24 AM
To: Ernie Beck
Cc: cjdriggers@leetransport.net; 'Bill Cecil'
Subject: State Contract



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Edda Cammick	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart				
							2015-2018	2017-2020	2015-2018	2017-2020	2017-2020	2015-2018	2017-2020		
							District I	District II	District III	District IV	District V	At Large	At Large		
Aeronautics Commission	2-262	5 - 2	YES	2X	YES	Jan - March	Randy Renz [2]	David Bryant [1]	Edward Perry [2]	Marion Lyles [1]	Ronald Chiles [2]	A. Brightwell [1]	Michael Gray [1]		
Ag. Advisory Board	2016-17	5 - 2	YES	n/a	YES	Jan - March	Debbie Sewell [1]	Doug Hollifield [1]	Sandra Gray	Ed Land [1]	Vickie Willoughby [1]	Kim Alexander [1]	Rex Blanton [1]		
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Bette Boreman [1]	Libby Imbody [1]	Mariam Noorai [1]	Tony Adams [1]	Stacy Smith	Shawn Johnson [1]	Janet Gorman [1]		
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Allen Medford [2]	Gwen Fowler [1]	Bill Gilster [1]	Marty McKee [2]	Ryan Honea	Josh Lusk [1]	Charles Morgan [1]		
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - March	George Smith [1]	Matt Rochester [1]	Bob DuBose [2]	Kevin Knight	Kenneth Owen				
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Shea Airey [2]	Ernie Lombard [1]	Jennifer Moss [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2]	Frances Rundlett [1]		
Destination Oconee Action Committee	n/a	5 - 2	n/a	n/a	n/a	n/a	David Washburn	Luther Lyle [2]	Al Shadwick	Matthew Smith [1]	Bob Hill [2]	Robert Moore	Hal Welch [2]		
PRT Commission <small>(members up for reappointment due to initial stagger)</small>	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith [1]; Andrew Conkey [1]; Kevin Evans [1]			Becky Wise [2], Rick Lacey [2], Mike Wallace [2]			Darlene Greene		
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Scott Lusk [1]	Staley Powell [1]		
Library Board	4-9-35 / 18 1	0 - 9	YES	2X	YES	Jan - March	M. McMahan [P, 1.15]; M. Jacobson [P, 1.15]; W. Caster [2, 1.15]			B. Brackett [1.17]; A. Griffin [1.17]; K. Holleman [P[1.17]]; L. Martin [P[1.17]]; A. Suddeth [2]; C. Morrison [1.17]					
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Brad Kisker	Andrew Gramling [1]	Alex Vassey	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhail	Mike Johnson		
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1]							BHS contacts Council w/ recommendations when seats open	
Capital Project Advisory Committee (end 1.17)															
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV								
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Mr. Scott Moulder, Administrator; Mr. Sammy Dickson								
Ten At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge								
ACOG BOD				N/A	NO	January	Council Rep: Ms. Cammick [yearly]; 2 yr terms Citizen Rep: Bob Winchester, Minority Rep: Bennie Cunningham								
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]								

[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.

[SHADING = reappointment requested - questionnaire on file]

Denotes individual who DOES NOT WISH TO BE REAPPOINTED

Bold Italic TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

TRANSPORTATION

AUTOS FOR SALE



2007 LINCOLN TOWN CAR
Local, Signature Series
Extra Clean, 138K Miles-\$8,895
Blue Ridge Automotive
3504 Blue Ridge Blvd.
Walhalla 864-838-2129



2007 Toyota Corolla
Loaded! 92K, \$7,995.
Seneca Auto Sales
542 W.N. First St. Seneca, SC
Call 864-888-1100



2010 Cadillac SRX
Luxury, 45K miles, \$16,500.
Pete's Auto
402 S. Oak St. - Seneca
Call 882-1467

TRANSPORTATION

AUTOS FOR SALE



2010 Toyota Corolla
\$7,995, 123K
Seneca Auto Sales
542 W.N. First St. Seneca, SC
Call 864-888-1100



93 Buick Roadmaster
115K miles
"Reduced... \$5,500"
Pete's Auto
402 Oak Street - Seneca
Call 882-1467

LEGAL NOTICES

LEGALS

NOTICE OF PUBLIC HEARING
THERE WILL BE a public hearing at 6pm, Tuesday, April 10, 2018 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2018-08
AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN INCENTIVE AGREEMENTS AND INCENTIVES BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT LAKESIDE LODGE, PERTAINING TO AN ECONOMIC DEVELOPMENT PROJECT WHICH WILL NOT ANNEX INTO THE CITY OF CLEMSON; AND OTHER MATTERS RELATED THERETO.

with the Classifieds!

Clip & Go
YARD SALES

**Annual
Huge
Churchwide
Yard Sale**
Fri. & Sat.
March 16 & 17th
8 a.m. - 1 p.m.

**St. Mark United
Methodist Church**
616 Quincy Road
(in the gym)

**All proceeds go
to youth missions*

*Bar stools & chairs
Books, Kid's items,
sports equipment,
electronics &
lots, lots more....*

**Annual
Port Santorini
Yard Sale**
March 10th, 8-12
Delphi Dr. Seneca

*Living room furniture,
lots of baby items,
Clemson men's clothes,
women's & kids clothing,
shoes, bike, small boat,
workout equipment,
Willow Tree plants,
& much, much more!*

THE JOURNAL

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CAL PROFESSIONALS FOR ALL YOUR SERVICE NEEDS

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**BROWN'S HOME
IMPROVEMENTS**

Painting
Interior & Exterior
Sheet Rock Repair, Pressure
Washing
& Roof Repairs
Plumbing Repair
Gutter Cleaning
Do Odd Jobs
Free Estimates
No job too small!

PEST CONTROL


**Walker Pest
Management**

Licensed • Insured

Free Inspections & Estimates
General Pest Services
Bed Bug Heat Treatments
Termite Treatments



STUMP REMOVAL

**SORRELLS
STUMP GRINDING
SERVICE**

Turn your stumps into mulch!
Free Estimates
Licensed & Insured
864-882-5054

CHRISTMAS TREE FARM
156 Radisson Rd. Seneca

TRANSPORTATION

AUTOS FOR SALE



'05 Buick LeSabre Custom
116k miles, \$5,500
Pete's Auto
402 S. Oak Street
Seneca • 864-882-1467



'91 Chevrolet
Corvette

I bought the car to restore and have since bought another car so this one needs to go! Car needs painting but otherwise runs strong. Body is in fair shape but the previous owner painted it at Maaco so that paint is coming off in spots and wasn't well painted anyway. Engine and transmission alone are worth the asking price. Buyer also gets the interior kit to restore the carpet and door panels. Asking..... \$4,000/OBO
Call 864-356-4695



01 Mercury Grand Marquis
61K miles, \$4,500.
Pete's Auto
402 S. Oak St. • Seneca
Call 882-1467



04 LEXUS LS430
147k miles,
Reduced...\$8,500.
Pete's Auto
402 S. Oak St.
Seneca • 864-882-1467



TRANSPORTATION

AUTOS FOR SALE



1987 Ford Bronco II
Like new!
84K actual miles. \$9,000.
Seneca Auto Sales
542 W.N. First St. Seneca, SC
Call 864-888-1100



2003 BUICK CENTURY
56K Miles, Leather,
Loaded, Like New,
\$4,900. Call 864-643-7870



2003 Ford Taurus SE
Auto, Air, 198K Miles, \$2,995.
Blue Ridge Automotive
3504 Blue Ridge Blvd.
Walhalla, 864-638-2129



2004 Dodge Stratus
Clean, Cold Air!
Auto, 168K Miles, \$3,695
Blue Ridge Automotive
3504 Blue Ridge Blvd.
Walhalla, 864-638-2129



2004 Honda Odyssey
Loaded! 118k \$7,995.
Seneca Auto Sales
542 W.N. First St. Seneca, SC
Call 864-888-1100



LEGAL NOTICES

LEGALS

consumption of Beer & Wine at 13412 North Highway 11, Salem SC 29676.

To object to the issuance of this permit/license, written protest must be postmarked no later than March 24, 2018.

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

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

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

NOTICE OF PUBLIC HEARING
THERE WILL BE a public hearing at 6pm, Tuesday, April 10, 2018 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2017-34
AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EXTENSION AGREEMENT BETWEEN OCONEE COUNTY AND PROJECT BREMEN, AMENDING THE FEE AGREEMENT BETWEEN THE TWO, DATED AS OF AUGUST 1, 2013, BY AN EXTENSION OF THE INVESTMENT PERIOD

LEGAL NOTICES

LEGALS

THEREOF BY FIVE YEARS, AND INCLUDING AMENDING THE SPECIAL SOURCE REVENUE CREDIT AND INCREASING THE REQUIRED INVESTMENT; AND OTHER MATTERS RELATED THERETO.

PUBLIC AUCTION NOTICE
ALL SAFE STORAGE - SENECA

The following storage units containing personal and household items:
UNIT 84 CATESSA CAMPBELL;
UNITS 111, 113, AND 119
MICHAEL WADE;
AND UNIT 160 RISHAWN LELAND
The entire contents of these units will be sold via public auction on Thursday, MARCH 29, 2018, at 9:00 a.m. at All Safe Storage-Seneca located at 600 Shiloh Road in Seneca, SC 29578 unless paid in full.

CALL 882-2375
TO ADVERTISE



SERVICE

CALL THESE LOCAL PROFESSIONALS

CONSTRUCTION



Construction & Roofing

- Painting
- Roofing
- Vinyl Siding
- Power Washing
- Deck & Dock Restoration
- Gutter & Roof Cleaning
- Soffit Cleaning
- Windows

HOME IMPROVEMENT

BROWN'S HOME IMPROVEMENTS

- Painting
Interior & Exterior
- Sheet Rock Repair, Pressure Washing & Roof Repairs
- Plumbing Repair
- Gutter Cleaning
- Do Odd Jobs
- Free Estimates
- No job too small!



PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: NOTICE OF PUBLIC HEARING ON APRIL 10, 2018 AT 6 PM - ORDINANCE 2017-34

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 03/09/2018 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
03/09/2018



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

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





Public Comment

SIGN IN SHEET

6:00 PM

April 10, 2018

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

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	TERRY SWAIN	FAIR-OAK RECREATION
2	JARA BURNETT	Fair - OAK RECREATION
3	JEAN JENNINGS	Utica + Newry
4	ETANNE MASTERT	CHERRISON RECREATION
5	Randy Deweese	grant
6	Debra Cummings	
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: April 10, 2018 6:00 p.m.**

Ordinance 2017-34 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EXTENSION AGREEMENT BETWEEN OCONEE COUNTY AND RBC AEROSTRUCTURES L.L.C., AMENDING THE FEE AGREEMENT BETWEEN THE TWO, DATED AS OF AUGUST 1, 2013, BY AN EXTENSION OF THE INVESTMENT PERIOD THEREOF BY FIVE YEARS, AND INCLUDING AMENDING THE SPECIAL SOURCE REVENUE CREDIT AND INCREASING THE REQUIRED INVESTMENT; AND OTHER MATTERS RELATED THERETO."

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

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

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

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

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

Please PRINT your name

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NONE



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: April 10, 2018 6:00 p.m.**

Ordinance 2018-08 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN INCENTIVE AGREEMENTS AND INCENTIVES BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT LAKESIDE LODGE, PERTAINING TO AN ECONOMIC DEVELOPMENT PROJECT WHICH WILL NOT ANNEX INTO THE CITY OF CLEMSON; AND OTHER MATTERS RELATED THERETO."

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

Please PRINT your name

1. ELAINE MASCELI
2. DANNIE BLACKBURN
3. DENISE CUMMINGS
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Ideal Steel, Inc.

120 Halpers Drive Seneca, South Carolina 29678

March 23, 2018

Oconee County Council
415 S. Pine Street
Walhalla, SC 29691

Dear Council Members,

I am sorry I am not available for your meeting tonight. Ideal Steel is located at 120 Halpers Road in Seneca just down from Walmart on Highway 123.

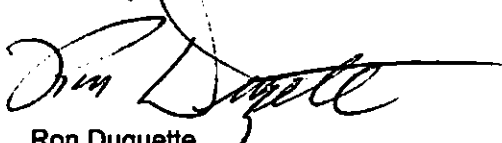
Ideal has been trying to stay in business for the last two years. We have been in Seneca for the past twenty-seven (27) years. We employ 40-50 people. We have been trying to downsize since the decline in business.

We purchased Metal Tek located on Skeeter Drive about five years ago. We have been trying to sell or lease the building and relocate the equipment back to the main plant. We are hearing the county wants to purchase buildings to help survival of small business. Our property is \$800,000 and we need to find someone to purchase or lease. It has 5 acres and two buildings.

To be more efficient, we need to relocate the equipment to the main plant. It will cost about \$50,000 to move. The bank has told me I need to close the Seneca plant. I am doing everything possible to keep it open. The Economic Development has helped this year with supervisor and sales training. We appreciate it greatly.

Mainly we need to get this equipment moved to reduce costs. Could you help us with the move? Please do not hesitate to call if you have any questions or concerns. Thanking you in advance for your consideration.

Sincerely,



Ron Duquette
Owner

Bus. (864) 882-6773 Fax (864) 882-6883 Watts (800) 992-9580
Custom Flame & Plasma Cutting

change.org

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Signatures

Fair-Oak Youth Center

Recipient: Oconee County Council Members

Letter: Greetings,

Fair-Oak Youth Center

We have 250 athletes currently in the Fair-Oak Youth Center. We offer soccer, basketball, volleyball, softball, and tball. The recreation departments within Oconee County held a private vote on March 16, 2018 and decided to exclude playing FOYC in any sport. Those same recreation departments receive county taxpayer funds to help run those rec. departments. Our children deserve the same opportunity afforded to every citizen within Oconee County. They deserve to play within the community in which they live. We are doing what is right for these children and this community.

Signatures

Name	Location	Date
Tara B	Fair Play, SC	2018-03-17
Avelene Brewer	Seneca, SC	2018-03-17
Terry Swain	Morristown, TN	2018-03-17
Marty Wallen	Kingston, TN	2018-03-17
Valerie Ellenburg	WESTMINSTER, SC	2018-03-17
Delana Wood	Westminster, SC	2018-03-17
Michelle Chappell	Westminster, SC	2018-03-17
Chad Overholt	Seneca, SC	2018-03-17
Kelley Ryan	Fair Play, SC	2018-03-17
Kelly Jo Vanemon	Seneca, SC	2018-03-17
Sheila Smith	Walhalla, SC	2018-03-17
Amand a Blackwell	Westminster, SC	2018-03-17
Melissa Rankin	Seneca, SC	2018-03-17
Erin Hoxit	Seneca, SC	2018-03-17
Joyce Acton	Clemson, SC	2018-03-17
Theresa Bryson	Westminster, SC	2018-03-17
Emily Manley	US	2018-03-17
Tiffany Stewart	Clemson, SC	2018-03-17
Jeff Smith	Oakway, SC	2018-03-17
Amber Hicks	Fair Play, SC	2018-03-17

Name	Location	Date
Beverly Duncan	Seneca, SC	2018-03-17
Charla Sewell	Westminster, SC	2018-03-17
Katie Wilson	Pendleton, SC	2018-03-17
Beverly Baker	Fair Play, SC	2018-03-17
Kathy Moore	Westminster, SC	2018-03-17
Robyn Whitten	Fair play, SC	2018-03-17
Amber Mendez	Anderson, SC	2018-03-17
Candace Littlejohn	Central, SC	2018-03-17
Pamela Oakes	Westminster, SC	2018-03-17
Jeanne Mahan	Westminster, US	2018-03-17
Samantha Moore	Seneca, SC	2018-03-17
Don Cox JR	Kingston, TN	2018-03-17
Misty Ramey	Lebanon, TN	2018-03-17
Amanda Watson	Westminster, SC	2018-03-17
Lane Donald	Westminster, SC	2018-03-17
Suzette Snedigar	Westminster, SC	2018-03-17
Lydia Gregg	Westminster, SC	2018-03-17
Elizabeth Fields	Seneca, SC	2018-03-17
Danielle Ramey	Taylors, SC	2018-03-17
Melissa Frankum	Townville, SC	2018-03-17
Billie Jo Redmond	Knoxville, TN	2018-03-17
Donna Baumgarner	Seneca, SC	2018-03-17

Name	Location	Date
Elijah Herring	Walhalla, SC	2018-03-17
Beverly Weese	Manchester, TN	2018-03-17
Tracey Stone	Fair Play, SC	2018-03-17
James Stone	Westminster, SC	2018-03-17
Amanda Morton Sloan	charleston, SC	2018-03-17
Angie Banks	Myrtle Beach, SC	2018-03-17
Alfonso Villegas	Powell, TN	2018-03-17
Steve Smith	Seneca, SC	2018-03-17
Tony Pruce	Seneca, SC	2018-03-17
Rodney Hughes	Westminster, SC	2018-03-17
Sidney Bryson	Westminster, SC	2018-03-17
Amber Lynn	Seneca, SC	2018-03-17
Lori Gibbs	Greenville, SC	2018-03-17
Shay Rankin	Westminster, SC	2018-03-17
Kevin Gibson	Seneca, SC	2018-03-17
Joshua Ramey	Taylors, SC	2018-03-17
Theresa Schmucker	Westminster, SC	2018-03-17
Carrie Ratloff	Westminster, SC	2018-03-17
Emily Hudson	Oakway, SC	2018-03-17
Haley Sewell	Westminster, SC	2018-03-17
karen settlemyre	westminster, SC	2018-03-17
Patty Jackson	Fair Play, SC	2018-03-17

Name	Location	Date
Tim Miller	Central, SC	2018-03-17
Melissa Henderson	Seneca, SC	2018-03-17
Lucas Snedigar	Fair Play, SC	2018-03-17
Billy Henderson	Seneca, SC	2018-03-17
Seth Harris	Seneca, SC	2018-03-17
Susan Nash	Seneca, SC	2018-03-17
Sarah Shirley	Westminster, SC	2018-03-17
Tracy Stancil	Seneca, SC	2018-03-17
Moe Schlabach	Seneca, SC	2018-03-17
Lori Wiley	Fair Play, SC	2018-03-17
Derek Burnette	US	2018-03-17
Donna Collins	Westminster, SC	2018-03-17
Chris Wood	Fair Play, SC	2018-03-17
Haley Nash	Seneca, SC	2018-03-17
Christie Laube	Westminster, SC	2018-03-17
Tara Shook	Ooltewah, TN	2018-03-17
Patricia Wallen	Seneca, SC	2018-03-17
Cindy Bond	Westminster, SC	2018-03-17
Dianna Salsgiver	Westminster, SC	2018-03-17
Kelly De Vita	Sweetwater, TN	2018-03-17
AnnaRose Chappell	Conway, SC	2018-03-17
Steven Ramey	Nashville, TN	2018-03-17

Name	Location	Date
Tina Haley	Seneca, SC	2018-03-17
Debra Murphy	Westminster, SC	2018-03-17
Jennifer Grant	Walhalla, SC	2018-03-17
Lacey Alexander	Seneca, SC	2018-03-17
Tabitha Burrell	Westminster, SC	2018-03-17
James moore	Walhalla, SC	2018-03-17
Melissa Saxon	Seneca, SC	2018-03-17
Janet Roach	Westminster, SC	2018-03-17
Sherry Price	Westminster, SC	2018-03-17
Allen Smith	Westminster, SC	2018-03-17
Erica Parker	Iva, SC	2018-03-17
Andrew Cox	Westminster, SC	2018-03-17
Christina Wood	Central, SC	2018-03-17
Kaitlyn Turner	Walhalla, SC	2018-03-17
Shane Smith	Seneca, SC	2018-03-17
Samantha Brown	Fair Play, SC	2018-03-17
Samuel McClain	Greenville, SC	2018-03-17
Keri Herron	Westminster, SC	2018-03-17
Kim Smith	Seneca, SC	2018-03-17
Jessica Blackwell	Seneca, SC	2018-03-17
Kathy Glenn	Westminster, SC	2018-03-17
Shannon Parker	Iva, SC	2018-03-17

Name	Location	Date
Teresa Haley	Fairplay Shores, SC	2018-03-17
Susan Storey	Bakewell, TN	2018-03-17
Carrie White	Lebanon, TN	2018-03-17
Meghan Glenn	US	2018-03-17
Betts Bailey	Hartsville, SC	2018-03-17
Amanda Phillips	Seneca, SC	2018-03-17
Jana Kraemer	Carnesville, GA	2018-03-17
Kristie Slade	Fairplay, SC	2018-03-17
Lisa Durham	Seneca, SC	2018-03-17
Marlena Edgar	Westminster, SC	2018-03-17
Dolly Kissiah	Fountain Inn, SC	2018-03-17
Tim Barker	Seneca, SC	2018-03-17
Kali Kelso	Lancaster, MO	2018-03-17
Sarah Devita	Sweetwater, TN	2018-03-17
Heather Williams	Westminster, SC	2018-03-17
Megan Holbrooks	Westminster, SC	2018-03-17
Tracy Grant	Pikeville, TN	2018-03-17
Victoria Wallen	Hampstead, NC	2018-03-17
Ryan Collins	Six Mile, SC	2018-03-17
Heidi walters	US	2018-03-17
Sheraina Lark	US	2018-03-17
MARK MAHAN	FAIR PLAY, SC	2018-03-17

Name	Location	Date
Alicia Swain	Westminster, SC	2018-03-17
Lydia Taylor	US	2018-03-17
sabreena strickland	florence, SC	2018-03-17
Heather Garrison	Westminster, SC	2018-03-17
Kelli Hardy	Seneca, SC	2018-03-17
Carlos Beatriz	Westminster, SC	2018-03-17
Chris Sosebee	Westminster, SC	2018-03-17
brandysue morgan	US	2018-03-17
Meg Pearson	Clemson, SC	2018-03-17
Melodoe Evams	Seneca, SC	2018-03-17
Jessica Blass	Westminster, SC	2018-03-17
Anna Kinnaird	Seneca, SC	2018-03-17
Alleigh Sanders	Walhalla, SC	2018-03-17
Stephanie Shulick	Seneca, SC	2018-03-17
Dottie Lewis	Westminster, SC	2018-03-17
Hannah Shirley	Seneca, SC	2018-03-17
Phillip Patterson	Upper Marlboro, MD	2018-03-17
Leslie Cheek	Westminster, SC	2018-03-17
Roger Dale White	Westminster, SC	2018-03-17
Summer Mast	Fair Play, SC	2018-03-17
Ashleigh Queen	Seneca, SC	2018-03-17
Mark Clanton	Pompano Beach, FL	2018-03-17

Name	Location	Date
Denise Lusk	Chuckey, TN	2018-03-17
Tamara Elrod	Seneca, SC	2018-03-17
Camille Fields	US	2018-03-17
Jessica Patterson	Westminster, SC	2018-03-17
Julie King	Fair Play, SC	2018-03-17
Giovanni Urso	Fair Play, SC	2018-03-17
Catherine Oakes	Westminster, SC	2018-03-17
Ashley Rogers	Mcdonough, GA	2018-03-17
Kayla Witthoeft	Gastonia, NC	2018-03-17
Laurel De Vita	Fair Play, SC	2018-03-17
Brittany Rankin	Seneca, SC	2018-03-17
Brenda Bouldin	Seneca, SC	2018-03-17
Jennifer Graber	Sarasota, FL	2018-03-17
Lauren Vaughn	Seneca, SC	2018-03-17
Brooke Urso	Pendleton, SC	2018-03-17
Kaitlin Jones	Seneca, US	2018-03-17
Joseph Kelly	Charleston, SC	2018-03-17
Jeanne Costello	MILLER PLACE, NY	2018-03-17
Kelly Moncus	Seneca, SC	2018-03-17
Linda mosa	Clyde, NC	2018-03-17
Teresa Owens	Walhalla, SC	2018-03-17
Tayler Carter	Southfield, MI	2018-03-17

Name	Location	Date
Dana Ramey	Seneca, SC	2018-03-17
Stephanie Harmon	Seneca, SC	2018-03-17
Renee Adams	Westminster, SC	2018-03-17
Tosha Derrick	Westminster, SC	2018-03-17
Trisha Warwick	Central, SC	2018-03-17
Jenny Brune	Seneca, SC	2018-03-17
April Burgess	Westminster, SC	2018-03-17
Melissa Poston	Johnsonville, SC	2018-03-17
Sandra Harper	Seneca, SC	2018-03-17
Lori Bishop	Westminster, SC	2018-03-17
JENNIFER Witthoeft	Clemson, SC	2018-03-17
hector hernandez	Seneca, SC	2018-03-17
Isabella Shadwick	Albemarle, NC	2018-03-17
David LePere	Westminster, SC	2018-03-17
Margaret Adams	Columbia, SC	2018-03-17
Megan Sandera	West Union, SC	2018-03-17
Cole Lanphear	Oakway, SC	2018-03-17
Rachel Hawkesworth	Central, SC	2018-03-17
ANN Ann Hayes	SENECA, SC	2018-03-17
Hope Gibbs	Seneca, SC	2018-03-17
Stephen Bowen	Upper Marlboro, MD	2018-03-17
Esther Strum	Westminster, SC	2018-03-17

Name	Location	Date
Tiffany Harley	Blythewood, SC	2018-03-17
Kim Stewart	Latrobe, PA	2018-03-17
Edwina Miller	Westminster, SC	2018-03-17
Heather Okelley	Salem, SC	2018-03-17
Celeste Holcomb	West Union, SC	2018-03-17
Cammy Greer	Seneca, SC	2018-03-17
Sharon Elgin	Westminster, SC	2018-03-17
Billy Bayne	Spartanburg, SC	2018-03-17
melinda hall	westminster, SC	2018-03-17
Zachary Magers	Middletown, OH	2018-03-17
Sheila Powell	Lancaster, SC	2018-03-17
christina O'Connor	Westminster, SC	2018-03-17
Haleigh Lewis	West Union, SC	2018-03-17
Mary Rollins	Walhalla, SC	2018-03-17
stacey maroney	townville, SC	2018-03-17
Alexa Brown	Tampa, FL	2018-03-17
TJ Day	Fort Lauderdale, FL	2018-03-17
Kristina Gee	Fair Play, SC	2018-03-17
Tommy Harper Jr	Fair Play, SC	2018-03-17
Melodie Evans	Seneca, SC	2018-03-17
Michele Cahn	Fair Play, SC	2018-03-17
Darrell Hudson	Seneca, SC	2018-03-17

Name	Location	Date
Allyson Davis	Seneca, SC	2018-03-17
Erin Carroll	Westminster, SC	2018-03-17
Michael Piparo	US	2018-03-17
Brendan Murphy	US	2018-03-17
Jay Lazar	US	2018-03-17
Melinda Harbin	Seneca, SC	2018-03-17
Angela Revis	Westminster, SC	2018-03-17
Audra Champuon	Fitzgerald, GA	2018-03-17
Jacque Holliday	Greenville, SC	2018-03-17
Spencer Holdbrooks	Easley, SC	2018-03-17
Jennifer Massey	West Union, SC	2018-03-17
Michael Evans	Seneca, SC	2018-03-17
Alex Myers	High Point, NC	2018-03-17
Judy KELLEY	Westminster, SC	2018-03-17
Scot Segars	Piedmont, SC	2018-03-17
Porsche Hudson	Seneca, SC	2018-03-17
Wanda Simmons	Westminster, SC	2018-03-17
Susan Fowler	Mountain Rest, SC	2018-03-17
Thomas Boykin	Fair Play, SC	2018-03-17
Nikki J.	Seneca, SC	2018-03-17
Carolyn Sanders	Anderson, AL	2018-03-17
Linda Oliver	West Union, SC	2018-03-17

Name	Location	Date
Stacey Carland	Westminster, SC	2018-03-17
Elizabeth Meads	Warsaw, IN	2018-03-17
Alicia Mease	Fair Play, SC	2018-03-17
Hannah Adams	Seneca, SC	2018-03-17
Satin Dockins	Seneca, SC	2018-03-17
Roger Ethridge	Rowlett, TX	2018-03-17
Kristi Burdette	Iva, SC	2018-03-17
Jason Evans	Seneca, SC	2018-03-17
Pamela Mauldin	Westminster, SC	2018-03-17
Kristen Evett	Westminster s, SC	2018-03-17
Kasey Wood	Fair Play, SC	2018-03-17
Cindi Meredith	Seneca, SC	2018-03-17
Gina Marcengill	Westminster, SC	2018-03-17
Lavonda Mullet	Seneca, SC	2018-03-17
Amber Boggs	Westminster, SC	2018-03-17
Deborah Levasseur	Westminster, SC	2018-03-17
Lynn Burkett	Seneca, SC	2018-03-17
Januce Rochester	Westminster, SC	2018-03-17
Stephanie Ramey	Lebanon, TN	2018-03-17
Janice Gilliam	West Union, SC	2018-03-17
Robin Patterson	Seneca, SC	2018-03-17
Ruby Overholt	Due West, SC	2018-03-17

Name	Location	Date
Jason Fuller	Westminster, SC	2018-03-17
Lee Brooks	Walhalla, US	2018-03-17
Joset Holcomb	Fair Play, SC	2018-03-17
Julie Davis	Seneca, SC	2018-03-17
Jessica Williams	Walhalla, SC	2018-03-17
Marty Clark	Seneca, SC	2018-03-17
Virgil Highsmith	Seneca, SC	2018-03-17
Sheila Meade	Westminster, SC	2018-03-17
Denise Cox	West Union, SC	2018-03-17
Larry Overholt	Donalds, SC	2018-03-17
Danny Smyth	Fairplay, SC	2018-03-17
Erica Kuhns	Seneca, SC	2018-03-17
Jennifer Mason	Bryson city, NC	2018-03-17
Rudy Still	Westminster, SC	2018-03-17
Hannah Barkley	Westminster, SC	2018-03-17
Heather Findley	Seneca, SC	2018-03-17
Bridget Harvey	Walhalla, SC	2018-03-17
Carrie Fecht	Taylors, SC	2018-03-17
Crystal Moore	Seneca, SC	2018-03-17
Tara Lyons	Seneca, SC	2018-03-17
Rebecca Jones	Seneca, SC	2018-03-17
Maureen Whitman	Six Mile, SC	2018-03-17

Name	Location	Date
Ron Bright	Seneca, SC	2018-03-17
Debbie Smith	Seneca, SC	2018-03-17
Georgina Justice	Westminster, SC	2018-03-17
Lisa Blackwell	US	2018-03-17
Rhonda Morgan	West Union, SC	2018-03-17
Belinda Bonadies	Walhalla, SC	2018-03-17
Tom Medeiros	Clemson, SC	2018-03-17
Vicky Smith	West Union, SC	2018-03-17
Kimberly Hart	Knoxville, TN	2018-03-17
Monica Haley	Manchester, TN	2018-03-17
Perry Smith	US	2018-03-17
Ashley Myers	Fair Play, SC	2018-03-17
Evelyn Lyles	Townville, SC	2018-03-17
Denee Gibson	Walhalla, SC	2018-03-17
Amanda Webb	Liberty, SC	2018-03-17
Elizabeth Robinson	Fair play, SC	2018-03-17
Jose Rodriguez	Clyde, NC	2018-03-17
Cheryl Smith	Seneca, SC	2018-03-17
MarkandStephanie Marcengill	Townville, SC	2018-03-17
Kathy Evans	US	2018-03-17
Chaz Justice	Seneca, SC	2018-03-17
Katie Bryson	Pickens, SC	2018-03-17

Name	Location	Date
Amber Beasley	Cullowhee, NC	2018-03-17
Tim Edgar	Seneca, SC	2018-03-17
Joseph Daniels	Georgia	2018-03-17
Amanda Bolt	Anderson, SC	2018-03-17
Barbara Green	Pelzer, SC	2018-03-17
Alysa Chirillo	Kingston, TN	2018-03-17
John Ramey	Clemson, SC	2018-03-17
Angel Roach	Murfreesboro, TN	2018-03-17
Jay Bolt	Anderson, SC	2018-03-17
michele smith	Seneca, SC	2018-03-17
Thomas James	Westminster, SC	2018-03-17
Juanita Marcengill	Lebanon, TN	2018-03-17
Paige Daubenmire	Logan, OH	2018-03-17
Vicki Compton	Fair play, SC	2018-03-17
Jessica Kimbrell	Morristown, TN	2018-03-17
Jessica Pittman	Westminster, SC	2018-03-17
Deanna Overholt	FairPlay, SC	2018-03-17
Brett Elliott	Westminster, SC	2018-03-17
Ronald Ellenburg	Westminster, SC	2018-03-17
Justin Smith	Fair Play, SC	2018-03-17
Vicki Farr	Myrtle Beach, SC	2018-03-17
Felicia Craig	Westminster, SC	2018-03-17

Name	Location	Date
Deborah Davenport	Anderson, SC	2018-03-17
Brittany Bonham	Seneca, SC	2018-03-17
Lisa Curry	Walhalla, SC	2018-03-17
Katrina Flagg	SENECA, SC	2018-03-17
Cindy Rogers	Westminster, SC	2018-03-17
Kristy Lowe	Easley, SC	2018-03-17
Laura Moore	Westminster, SC	2018-03-17
Bert Booker	West Chester, PA	2018-03-17
Donna Merritt	Cosby, TN	2018-03-17
Beth Cooper	US	2018-03-17
Amber Thoma	Seneca, SC	2018-03-17
Jessica Burnett	Pickens, SC	2018-03-17
Wendy Critchfield	Mountain Rest SC, SC	2018-03-17
Tracy Sanders	Westminster, SC	2018-03-17
Megan Beatty	Seneca, SC	2018-03-17
Bayleigh Hudson	Seneca, SC	2018-03-17
Jody Jones	Fair Play, SC	2018-03-17
Sarah Bock	Seneca, SC	2018-03-17
Nicki Justice	Salem, SC	2018-03-17
Brandon James	Walhalla, SC	2018-03-17
Alan Johnson	Seneca, SC	2018-03-17
Marty Reid	Westminster, SC	2018-03-17

Name	Location	Date
Caryn Cole	Greenville, SC	2018-03-17
Derek Troyer	Seneca, SC	2018-03-17
Terri Baltz	Mauldin, SC	2018-03-17
Kim Thrasher	Pendleton, SC	2018-03-17
Cherse Canarina	Anderson, SC	2018-03-17
ScottnSandra Smith	Walhalla, SC	2018-03-17
Michael Hendrix	Walhalla, SC	2018-03-17
Christina King	Seneca, SC	2018-03-17
Sam Epps	Candler, NC	2018-03-17
Adrienne Orr	Seneca, SC	2018-03-17
Greg Kelley	Westminster, SC	2018-03-17
Brandy Bryant	Seneca, SC	2018-03-17
JON INWOOD	Brooklyn, NY	2018-03-17
Robert Pittman	Mountain Rest, SC	2018-03-17
De'Andrè Wilson	Westminster, SC	2018-03-17
Jeremy Sorber	Seneca, SC	2018-03-17
Beth Thomas	Westminster, SC	2018-03-17
Debbie Walters	US	2018-03-17
Monika Stephens	Seneca, SC	2018-03-17
Carrie Carranza	Seneca, SC	2018-03-17
april wood	Seneca, SC	2018-03-17
melissa brown	Walhalla, SC	2018-03-17

Name	Location	Date
Aleighta Queen	US	2018-03-17
Katie Wylie	Seneca, SC	2018-03-17
Kimberley Eiland	Westminster, SC	2018-03-17
Cheryl Capman	Fair Play, SC	2018-03-17
David Capman	Fair Play, SC	2018-03-17
Kayla Queen	US	2018-03-17
Crystal Mckern	Westminster, SC	2018-03-17
Tiffany Klement	Walhalla, SC	2018-03-17
Dave Butler	Rumford, ME	2018-03-17
Gail Bowen	Winston-Salem, NC	2018-03-17
Kitty Roberts	Seneca, SC	2018-03-17
Rhonda Sheriff	Westminster, SC	2018-03-17
Christina Powell	Westminster, SC	2018-03-17
lori wilbur	seneca, SC	2018-03-17
Gloria Hoover	Seneca, SC	2018-03-17
Annette Hanley	West Union, SC	2018-03-17
Marlene Willoughby	Knoxville, TN	2018-03-17
Brittany Bond	Walhalla, SC	2018-03-17
Andre Yoder	Fair Play, SC	2018-03-17
Aiden Thrasher	US	2018-03-17
Amanda Holder	Seneca, SC	2018-03-17
Shirene Head	US	2018-03-17

Name	Location	Date
Beverly Smith	Seneca, SC	2018-03-17
Andrea Marino	Anderson, SC	2018-03-17
John Ramey	Fairplay, SC	2018-03-17
Trudy Watkins	Naples, FL	2018-03-17
Brent Overholt	Seville, OH	2018-03-17
Aaron Smith	Seneca, SC	2018-03-17
Lee Lindsey	Clemson, SC	2018-03-17
Aaron Norman	Seneca, SC	2018-03-17
Alicia Vassey	Seneca, SC	2018-03-17
Heather Still	Seneca, SC	2018-03-18
Kathryn Honea	Walhalla, SC	2018-03-18
Tim Vassey	Seneca, SC	2018-03-18
Jenn Steele	Seneca, SC	2018-03-18
Jody Whitfield	Antioch, TN	2018-03-18
Kyle Sexton	Clemson, SC	2018-03-18
Cherie Boyd	Kingston, SC	2018-03-18
Megan Finley	Decatur, TN	2018-03-18
wayne brewer	Central, SC	2018-03-18
Conikim Phillips	Fair play, SC	2018-03-18
Blair Anderson	Canton, NC	2018-03-18
gary Wood	Seneca, SC	2018-03-18
Dakota Phillips	Fairplay, SC	2018-03-18

Name	Location	Date
Micah Hart	Seneca, SC	2018-03-18
Ashley Clark	Seneca, SC	2018-03-18
Stacy Lyles	Townville, SC	2018-03-18
Jennifer Dean	Westminster, SC	2018-03-18
Karen White	Seneca, SC	2018-03-18
Pete Van Heck	Walhalla, SC	2018-03-18
Sandra Smith	Westminster, SC	2018-03-18
Deborah Hurt	Williamston, SC	2018-03-18
Randy Baker	Fair play, SC	2018-03-18
Loretta Davis	Cowpens, SC	2018-03-18
Lisa White	Paducah, KY	2018-03-18
Ilene Whitener	Walhalla, SC	2018-03-18
Lorenda Moore	Westminster, SC	2018-03-18
Kevin Sheriff	Westminster, SC	2018-03-18
Tina Yarrow	Central, SC	2018-03-18
Frank Hagen	Seneca, SC	2018-03-18
Peggy Burton	Walhalla, SC	2018-03-18
Ashley McClure	Fair play, SC	2018-03-18
Devin Cox	Pelzer, SC	2018-03-18
Deborah Scott	Westminster, SC	2018-03-18
Brittany Richardson	Anderson, SC	2018-03-18
Shammie Young	Seneca, SC	2018-03-18

Name	Location	Date
Joan Young	Jacksonville, FL	2018-03-18
Britton Young	Seneca, SC	2018-03-18
Teresa Nutter	Royston, GA	2018-03-18
Fredda Shaw	Pendleton, SC	2018-03-18
Doris Hernandez	Seneca, SC	2018-03-18
Anita Necaise	Kiln, MS	2018-03-18
Grace Toee	West Union, SC	2018-03-18
Mary Salisbury	Walhalla, SC	2018-03-18
Anna Thompson	Seneca, SC	2018-03-18
Kendra Mulcahy	Royston, GA	2018-03-18
Lynn Owens	Seneca, SC	2018-03-18
Stephanie Miller	Westminster, SC	2018-03-18
Gail Maroney	Fair Play, SC	2018-03-18
Amanda Owens	Walhalla, SC	2018-03-18
Michelle Crease	Westminster, SC	2018-03-18
David Sutton	Westminster, SC	2018-03-18
John Mcduff	Marble Falls, TX	2018-03-18
Renee Woodall	Westminster, SC	2018-03-18
Renitia Rohletter	Walhalla, SC	2018-03-18
Ashleigh Owens	Walhalla, SC	2018-03-18
Leah Hartman	Nashville, TN	2018-03-18
Morgan Chupp	Seneca, SC	2018-03-18

Name	Location	Date
Julie Dilley	Seneca, SC	2018-03-18
Ashlee Nutter	Athens, GA	2018-03-18
Phyllis Thrasher	Seneca, SC	2018-03-18
Jessica Sanchez	Waldorf, MD	2018-03-18
Jack Cone	Pendleton, SC	2018-03-18
brandy phifer	West Union, SC	2018-03-18
rebecca certain	Westminster, SC	2018-03-18
Denise Waters	West Union, SC	2018-03-18
Michelle Dalby	US	2018-03-18
Justin Wood	Westminster, SC	2018-03-18
Ashley Moorhead	Westminster, SC	2018-03-18
Brandon Overholt	Fair Play, SC	2018-03-18
Kaitlyn Overholt	Seneca, SC	2018-03-18
Shana Overholt	Gallatin, TN	2018-03-18
Katie Causey	Conway, SC	2018-03-18
Terri Nutter	Danielsville, GA	2018-03-18
Faye Sewell	Seneca, SC	2018-03-18
Janay Tennant	Seneca, SC	2018-03-18
Lily Ferguson	US	2018-03-18
Breanna Carpenter	Seneca, SC	2018-03-18
Debra King	Westminster, SC	2018-03-18
julia rogers	Walhalla, SC	2018-03-18

Name	Location	Date
Carrie Crowe	Danielsville, GA	2018-03-18
Kerry Sartain	Seneca, SC	2018-03-18
Ned Holbrooks	Westminster, SC	2018-03-18
Corey Suttles	Fair Play, SC	2018-03-18
Judy Hines	Salem, SC	2018-03-18
Judy Cravens	Greenville, SC	2018-03-18
terri matheson	Seneca, SC	2018-03-18
Sheila Butts	Westminster, SC	2018-03-18
tracie johnson	Westminster, SC	2018-03-18
Courtney Lewin	Seneca, SC	2018-03-18
Allen Youngblood	Fair Play, SC	2018-03-18
Rusty Senn	Seneca, SC	2018-03-18
Jennifer Kirkland	Westminster, SC	2018-03-18
Alicia Grubel	Taylors, SC	2018-03-18
Shannon Stuart	Fair Play, SC	2018-03-18
Michelle Blackwell	Fair Play, SC	2018-03-18
Beth's Styles	Westminster, SC	2018-03-18
Robert Pinkerton	Westminster, SC	2018-03-18
David Senn	Clemson, SC	2018-03-18
Jacob Weatherford	Westminster, SC	2018-03-18
Tina Massingale	Liberty, SC	2018-03-18
Jennifer Caine	Greenville, SC	2018-03-18

Name	Location	Date
Angel Woodall	Westminster, SC	2018-03-18
William McCormick	Westminster, SC	2018-03-18
Julie Brackett	Seneca, SC	2018-03-18
pamela Corbin	GREENVILLE, SC	2018-03-18
Dillon Johnson	Fair play, SC	2018-03-18
Teaka Bartley	Clinton, UT	2018-03-18
Spencer Harmon	Seneca, SC	2018-03-18
Deborah Neal	Anderson, SC	2018-03-18
Susan Meeler	Seneca, SC	2018-03-18
Candy Davies	US	2018-03-18
Katherine Garrett	Charleston, SC	2018-03-18
Sarah Markel	Fair Play, SC	2018-03-18
Eric Ropp	Westminster, SC	2018-03-18
Angie Kelley	Morristown, TN	2018-03-18
Kelli Childress	Seneca, SC	2018-03-18
Fred Bland	Westminster, SC	2018-03-18
Haley Ables	Greenwood, SC	2018-03-18
Christy Henson	Greenville, SC	2018-03-18
Vickie Wilbanks	Westminster, SC	2018-03-18
Michelle Turner	Westminster, SC	2018-03-18
Sherri Oubre	Anderson, SC	2018-03-18
Grant Owen	Trinity, NC	2018-03-18

Name	Location	Date
Tricia Ayers	Westminster, SC	2018-03-18
Wayne Hill	Walhalla, SC	2018-03-18
Vikky Carchetti	Greensboro, NC	2018-03-18
Beth Torres	Clemson, SC	2018-03-18
Deborah Carnes	Walhalla, SC	2018-03-18
Leah Blackwell	Walhalla, SC	2018-03-18
Duane Miller	Fair Play, SC	2018-03-18
Chris Blackwell	Walhalla, SC	2018-03-18
Cindy Tecson	Westminster, SC	2018-03-18
Mark Boatman	Walhalla, SC	2018-03-18
Allyson Mosher	West union, SC	2018-03-18
Janice Harrison	Westminster, SC	2018-03-18
Joshua Herring	Aiken, SC	2018-03-18
Javen Bear	Westminster, SC	2018-03-18
Steve Swafford	Fair Play, SC	2018-03-18
Jody Shirley	Fair Play, SC	2018-03-18
Tara Compton	Greenville, SC	2018-03-18
Laurie Wood	Lexington, SC	2018-03-18
Gabrielle McGuire	Westminster, SC	2018-03-18
Savanna Byrum	Fair play, SC	2018-03-18
Esther mccrary	Tel Aviv, Israel	2018-03-18
Del Nuckolls	Seneca, SC	2018-03-18

Name	Location	Date
Tracy Barnhardt	US	2018-03-18
Patsy Rankin	Seneca, SC	2018-03-18
VIVIAN ALBERTSON	Westminster, SC	2018-03-18
Emiline Barrett	Seneca, SC	2018-03-18
Jordan Ridley	Seneca, SC	2018-03-18
Kayla Wilson	Greenville, SC	2018-03-18
Debora Hancock	Seneca, SC	2018-03-18
DAVID THOMPSON	Easley, SC	2018-03-18
Sandra Holleran	Seneca, SC	2018-03-18
Matthew Leatherwood	Seneca, SC	2018-03-18
Victoria Emery	Seneca, SC	2018-03-18
Jennifer Fuller	Westminster, SC	2018-03-18
Chadwick Satterfield	Seneca, SC	2018-03-18
Vickie Robertson	Seneca, SC	2018-03-18
Holly Cooper	Ladson, SC	2018-03-18
Brandy Haley	Westminster, SC	2018-03-18
Rhonda Jackson	Westminster, SC	2018-03-18
Jesse Webb	Fair Play, SC	2018-03-18
Renea Wooten	Anderson, SC	2018-03-18
Renea Gill	Walhalla, SC	2018-03-18
Shara Barnes	Westminster, SC	2018-03-18
Jennifer Keaton	Seneca, SC	2018-03-18

Name	Location	Date
SHELBY SHERIFF	Seneca, SC	2018-03-18
Gulya Korneva	Clemson, SC	2018-03-18
Judy Godfrey	Enoree, SC	2018-03-18
Christie Adamczak	Forest, VA	2018-03-18
Pamela MCALPINE	Murrells Inlet, SC	2018-03-18
Michele Eller	Walhalla, SC	2018-03-18
Michelle Cox	Westminster, SC	2018-03-18
Jennifer Land	Westminster, SC	2018-03-18
Christina Black	Atlanta, GA	2018-03-18
Shane Kirby	Smartt, TN	2018-03-18
Janet Watkins	Aiken, SC	2018-03-18
Kimberly Riggs	Westminster, SC	2018-03-19
Robert Black	Central, SC	2018-03-19
JoAnna Plunkett	Irmo, SC	2018-03-19
Cindy Myers	Oakway, SC	2018-03-19
Ann Durham	Westminster, SC	2018-03-19
Marie Dale	US	2018-03-19
Angie BAGwell	Salem, SC	2018-03-19
Jenni Owen	Pendleton, SC	2018-03-19
Laura Spado	Anderson, SC	2018-03-19
Jeanna Marcengill	Townville, SC	2018-03-19
Jessi Owen	Seneca, SC	2018-03-19

Name	Location	Date
Linda Robinson	Seneca, SC	2018-03-19
Sherrie Stratman	Seneca, SC	2018-03-19
Kristy Graham	Seneca, SC	2018-03-19
Sherry Hawkesworth	Seneca, SC	2018-03-19
Margaret Adams	Columbia, SC	2018-03-19
Heath Mullikin	Westminster, SC	2018-03-19
Heather Rhodes	Vidalia, GA	2018-03-19
Lisa Sanders	Honea Path, SC	2018-03-19
Teresa Hicks	Pendleton, SC	2018-03-19
DEBBIE LINDSAY	WESTMINSTER, SC	2018-03-19
Carol Ambrosino	Marlton, NJ	2018-03-19
Teresa Owen	Walhalla, SC	2018-03-19
Jon Cunningham	Easley, SC	2018-03-19
Dan Boxwell	Seneca, SC	2018-03-19
Debbie Purdue	Westland, MI	2018-03-19
Kathy Burdette	Westminster, SC	2018-03-19
Stephanie Lee	Seneca, SC	2018-03-19
Elisha Powell	Seneca, SC	2018-03-19
Linda Haskett	Seneca, SC	2018-03-19
Tookie Nemchak	Hartsel, CO	2018-03-19
Patricia Ramey	Westminster, SC	2018-03-19
Amy Cole	Seneca, SC	2018-03-19

Name	Location	Date
Dina Wicker	Anderson, SC	2018-03-19
Michelle Bush	Fair Play, SC	2018-03-19
Nikki Hester	Seneca, SC	2018-03-19
Cathy Long	Seneca, SC	2018-03-19
Rossy Guzman	Seneca, SC	2018-03-19
Susan Williams	Seneca, SC	2018-03-19
Lisa Honea	Westminster, SC	2018-03-19
Keith Harrison	Seneca, SC	2018-03-19
Mignon Jefferson	Seneca, SC	2018-03-19
Kimberly White	Seneca, SC	2018-03-19
lawrence thomason	Seneca, SC	2018-03-19
Kelly Bunning	Seneca, SC	2018-03-19
Carrie Richardson	Fairplay, SC	2018-03-19
Marsha Lee	West Union, SC	2018-03-19
Martha Anderson	Harriman, TN	2018-03-19
Sharon Gregeory	Seneca, SC	2018-03-19
Connie Taylor	Seneca, SC	2018-03-19
Brenda Bowling	Raleigh, NC	2018-03-19
Joyce Kelly	Westminster, SC	2018-03-19
David Pitts	Dalzell, SC	2018-03-19
Michael Foster	Bell Buckle, TN	2018-03-19
Pam Hughes	Seneca, SC	2018-03-19

Name	Location	Date
T. Wayne Griffin	Surry, VA	2018-03-19
Carolyn Owens	Walhalla, SC	2018-03-19
Estelle Smith	Westminster, SC	2018-03-19
Tony Walker	US	2018-03-19
Will Bedingfield	US	2018-03-19
Ryan Brown	US	2018-03-19
Jeanette Kicklighter	Mount Pleasant, SC	2018-03-19
Wanda Hayes	Seneca, SC	2018-03-19
Margaret Powell	Townville, SC	2018-03-19
Clay Greer	Seneca, SC	2018-03-19
Carl Anderson	Winston, GA	2018-03-19
Brenda Sherbert	US	2018-03-19
Tejal Patel	Seneca, SC	2018-03-19
Lisa Adams	Greenville, SC	2018-03-19
Beverly Cox	Westminster, SC	2018-03-19
Elexia Pena	Walhalla, SC	2018-03-19
Kelly Cox	Westminster, SC	2018-03-19
Stephanie Finley	Liberty, SC	2018-03-19
Marcia Martin	Seneca, SC	2018-03-19
Ruth Graham Culp	Rock Hill, SC	2018-03-19
Shirley McAdams	Lyman, SC	2018-03-19
Angie Cooke	Greenville, SC	2018-03-19

Name	Location	Date
Sabrina Parker	Westminster, SC	2018-03-19
Tammy Bryson	Westminster, SC	2018-03-19
Vickie Morris	Charleston, SC	2018-03-19
Julia Davis	Mount Pleasant, SC	2018-03-19
Charlton Dennis	Greer, SC	2018-03-19
Melanie Medlock	Wilmington, NC	2018-03-19
Sandra Grinnell	Seneca, SC	2018-03-19
Susan Head	Seneca, SC	2018-03-19
Robin Powell	Wilmington, NC	2018-03-19
Victoria Hull	Seneca, SC	2018-03-19
Ann Turner	Seneca, SC	2018-03-19
Martha Carey	Anderson, SC	2018-03-19
Heather Yoder	Seneca, SC	2018-03-19
Bernice Satterfield	Seneca, SC	2018-03-19
Jeremiah Head	Seneca, US	2018-03-19
Eiji theawesome	US	2018-03-19
Kelli Jack-Kelly	US	2018-03-19
James Richardson	Fairplay, SC	2018-03-20
Wilton King	Seneca, SC	2018-03-20
Erin Bramlett	West Union, SC	2018-03-20
Lindsay Cash	Greenville, SC	2018-03-20
Andy Jacobs	Westminster, SC	2018-03-20

Name	Location	Date
Pamela Lumkin	Seneca, SC	2018-03-20
Jessica Landers	Norman, OK	2018-03-20
Alvin Burdette	Westminster, SC	2018-03-20
Sharon Hagan	Aiken, SC	2018-03-20
Jane Barnes	Walhalla, SC	2018-03-20
Beverly Anderson	Fort Lawn, SC	2018-03-20
Andrea Edge	Lyman, SC	2018-03-20
Bennett Satterfield	Anderson, SC	2018-03-20
Ashleigh McCall	Hartwell, GA	2018-03-20
Jennifer Norris	Seneca, SC	2018-03-20
Joshua Hull	Seneca, SC	2018-03-20
Deanna Prince	Fair play, SC	2018-03-20
Ryan Alexander	Pickens, SC	2018-03-20
Aaron Tyner	Seneca, SC	2018-03-20
Sandra Koselnak	Seneca, SC	2018-03-20
Alicia Keasler	Seneca, SC	2018-03-20
Ashley Jones	Walhalla, SC	2018-03-20
Benjamin Norton	Westminster, SC	2018-03-20
Eric Donald	Ft Benning, GA	2018-03-20
Cynthia Santos	Westminster, SC	2018-03-20
Vera Medlock	Ridgeland, MS	2018-03-20
Jessie Poole	Westminster, SC	2018-03-20

Name	Location	Date
April Mulkey	Westminster, SC	2018-03-20
Joshua Bailey	Pleasanton, CA	2018-03-20
ELIZABETH Lay	Seneca, SC	2018-03-20
Rae Robinson	Fair Play, SC	2018-03-20
Sue Ellen Gibson	El Paso, TX	2018-03-20
Charlie Oakes	Seneca, SC	2018-03-20
Janice Clarkson	Pickens, SC	2018-03-20
Shawn Johnson	Westminster, SC	2018-03-21
Abigail Montesi	Seneca, SC	2018-03-21
Rusty HAYES	SENECA, SC	2018-03-21
Scott Martin	Seneca, SC	2018-03-21
Leora Wood	Anderson, SC	2018-03-21
Russ Evans	Fair Play, SC	2018-03-21
Charles Black	Westminster, SC	2018-03-21
Lacey Land	Bakewell, TN	2018-03-21
Lita Justus	Walhalla, SC	2018-03-21
Dana Hartman	Seneca, SC	2018-03-21
April Foster	Seneca, SC	2018-03-21
Donna Swafford	Fair play, SC	2018-03-21
Jackie Weber	Leonardtown, MD	2018-03-21
Jessica Blackwell	Westminster, SC	2018-03-21
Lynn Morgan	Walhalla, SC	2018-03-21

Name	Location	Date
Danny Taylor	Westminster, SC	2018-03-21
Jennifer Hartung	Louisville, KY	2018-03-21
Jennifer Crooks	Westminster, SC	2018-03-21
Stephanie McKune	Fair Play, SC	2018-03-21
Heather Teasley	Westminster, SC	2018-03-21
Amy Halker	Columbia, NC	2018-03-21
Lane Tucker	Demorest, GA	2018-03-21
Lynette Chamblee	Atlanta, GA	2018-03-21
Lacey McCall	Morristown, TN	2018-03-21
Zach Sharpe	Westminster, SC	2018-03-21
Tasha Justice	Walhalla, SC	2018-03-21
Sally Lowery	Westminster, SC	2018-03-21
Sierr Yoder	Seneca, SC	2018-03-21
Mitchell Lowery	Seneca, SC	2018-03-21
VickiRich Crumm	Seneca, SC	2018-03-21
Matthew Lowery	Seneca, SC	2018-03-21
Catherine Johnson	Anderson, SC	2018-03-21
Mary Grabarczyk	Seneca, SC	2018-03-21
Brook Mounce	High Point, NC	2018-03-21
Jennifer Gibson	Westminster, SC	2018-03-22
Kristi Holt	Westminster, SC	2018-03-22
Karen Feltman	FAIRPLAY, SC	2018-03-22

Name	Location	Date
nicole Sanford	Westminster, SC	2018-03-22
Deanna Beard	Liberty, SC	2018-03-22
Scott Lusk	Savannah, GA	2018-03-22
Brandon Justice	Salem, SC	2018-03-23
Rebecca Powell	Seneca, US	2018-03-23
James Myers	Westminster, SC	2018-03-23
Li Liang	US	2018-03-23
Rongjun Zheng	US	2018-03-23
Kalyn Cumbest	US	2018-03-23
RedElisa Mendoza	Miami, FL	2018-03-23
Pamela Jackson Storer	US	2018-03-23
Keith Deschene	US	2018-03-23
Michelle Webb	West union, SC	2018-03-24
Chris Owen	mountain rest, SC	2018-03-24
Cindy Tinsley	Hampstead, NC	2018-03-24
James Harmon	Waynesboro, VA	2018-03-24
Tonya Hopkins	Walhalla, SC	2018-03-24
Lane Parson	Westminster, SC	2018-03-24
Kay Corney	Seneca, SC	2018-03-27
Meyer Rachel	Mckinney, US	2018-03-30
Jamie Glenn	Townville, SC	2018-03-30
Lee Keesse	Westminster, SC	2018-03-30

Name	Location	Date
Brianna Keith	Westminster, SC	2018-03-30
Mark Carland	Matthews, NC	2018-03-30
Paula Smith	US	2018-03-31
Nancy Collins	US	2018-03-31
JERRI GIBSON	Seneca, SC	2018-03-31
Lori Dobbins	Townville, SC	2018-03-31
Jenny Wood	Ocala, FL	2018-03-31
Johannah Griffin	US	2018-03-31
Theresa White	Fair Play, SC	2018-03-31
Suzanne Dobson	Westminster, SC	2018-04-01
Margaret Head	Fair Play, SC	2018-04-01
Vickie Burns	Fair Play, SC	2018-04-01
Teresa Dyar	Seneca, SC	2018-04-02
Pamela Smith	Fair Play, SC	2018-04-02
Elizabeth Toney	Pickens, SC	2018-04-02
Alta Carroll	Seneca, SC	2018-04-02
Kristin Pressley	Weaverville, NC	2018-04-02
Patti Lipscomb	Westminster, SC	2018-04-02
Shannon Gilliam	Fair Play, SC	2018-04-02
Anna Vied	Arden, NC	2018-04-02
Sandra Murray	Westminster, SC	2018-04-02
Nancy Grant	Fair Play, SC	2018-04-02

Name	Location	Date
Jonathan Boyne	Honolulu, HI	2018-04-02
Shaun Minton	US	2018-04-02
Audrey Morton	Seneca, SC	2018-04-02
Karen Trammell	Seneca, SC	2018-04-02
Rachel Beaulieu	US	2018-04-03
Michelle McLachlan	US	2018-04-03
Ana Jenkins	Houston, TX	2018-04-03
Shantresha Dixon	US	2018-04-03
Shannon Jacobs	Westminster, SC	2018-04-03
Janine LePere	Westminster, SC	2018-04-03
Kendall Haltiwanger	Seneca, SC	2018-04-03
Doris Wilson	Mountain Rest, SC	2018-04-03
Felicia Cacace	Massapequa, NY	2018-04-03
Samantha Worley	Westminster, SC	2018-04-03
Katie Winchester	Walhalla, SC	2018-04-03
MATT CONTE	US	2018-04-03
Marisol Berrios	US	2018-04-03
Anita Owens	Westminster, SC	2018-04-03
Ann LePere	Seneca, SC	2018-04-03
Nettie Griffin	Anderson, SC	2018-04-03
Melissa Grant	Walhalla, SC	2018-04-03
David Olsen	Seneca, SC	2018-04-03

Name	Location	Date
Cass McAlister	Anderson, SC	2018-04-03
Amanda Martin	Knoxville, TN	2018-04-03
Melody Owens	Anderson, SC	2018-04-03
Kristie Dain	Seneca, SC	2018-04-03
Sherry Smith	Seneca, SC	2018-04-03
Beth Barnes	Walhalla, SC	2018-04-03
andres venegas	el paso, TX	2018-04-03
Julie Huynh	US	2018-04-03
Jessica McCauley	US	2018-04-03
Kellie Meisner	US	2018-04-03
Mechelle McGinley	Tampa, FL	2018-04-03
Melody Thompson	Seneca, SC	2018-04-03
Donna Grant	Tamassee, SC	2018-04-03
William Haltiwanger	Tucson, AZ	2018-04-03
Christopher Chambers	US	2018-04-03
Rayven Campbell	US	2018-04-03
Jackson Gorbach	US	2018-04-03
faith roberts	US	2018-04-03
Sandra Floyd	Sumter, SC	2018-04-03
Debbie Ward	Seneca, SC	2018-04-03
Annette Cox	Seneca, SC	2018-04-03
Kaylan Sanders	Westminster, SC	2018-04-04

Name	Location	Date
Lisa McClure	Seneca, SC	2018-04-04
Antoinette C. Gonzales	US	2018-04-04
Detra Barnett	US	2018-04-04
SAMANTHA MALDONADO	US	2018-04-04
Liliana Fiorini	San Miguel, Argentina	2018-04-04
Misty Stasney	Westminster, SC	2018-04-04
Amie Chapman	US	2018-04-04
Loren Locke	US	2018-04-04
Suele Gomes	US	2018-04-04
Teresa Laubscher	US	2018-04-04
Monica M	US	2018-04-04
Aixa Fielder	US	2018-04-04
Sanand Dilip	Mumbai, India	2018-04-04
Ananya Boonyarattaphun	Bangkok, Thailand	2018-04-05
Steve Grant	Seneca, SC	2018-04-05
Sandry Samper	Argentina	2018-04-05
Morgan Hollifield	Long Creek, SC	2018-04-05
Trent Pearson	Seneca, SC	2018-04-05
Kay Jones	Westminster, SC	2018-04-06
Allie Tannery	US	2018-04-06
Linda Kennemore	Walhalla, SC	2018-04-06
Candace Sorensen	Westminster, SC	2018-04-07

Name	Location	Date
Chevy Porter	Seneca, US	2018-04-07
Jessica Norris	Westminster, SC	2018-04-07
Bruce Bennett	Fair play, SC	2018-04-07
Genia Toole	Walhalla, SC	2018-04-07
Tammy Holbrooks	Westminster, SC	2018-04-07
Sabrina Ray	Westminster, SC	2018-04-07
Heather Ballard	Seneca, SC	2018-04-07
Dana Sullivan	Seneca, SC	2018-04-07
Nicole Dickerson	Raleigh, US	2018-04-07
Gail Gambrell	Seneca, SC	2018-04-07
Martina Behla	Berlin, DE	2018-04-08
Lisa Stone	Smartt, TN	2018-04-08
Michael McKee	Westminster, SC	2018-04-08
Amanda Marcengill	Westminster, SC	2018-04-09
Wayne Phillips	Seneca, SC	2018-04-10
Victoria Carter	Westminster, SC	2018-04-10
Rhonda Owens	Seneca, SC	2018-04-10
Danielle Taylor	Lebanon, TN	2018-04-10
Garrett Sanford	Seneca, SC	2018-04-10
Nicole Pruitt	Seneca, SC	2018-04-10
Vicki Mathis	Fair Play, SC	2018-04-10
Mark Holbrooks	Seneca, SC	2018-04-10

Name	Location	Date
Christy Page	Anderson, SC	2018-04-10
Niki Mize	US	2018-04-10
Telia White	Princeton, WV	2018-04-10
Cathy Mobley	Townville, SC	2018-04-10
john huff	westminster, SC	2018-04-10
William Rathbone	Townville, SC	2018-04-10
Lynn Busha	Westminster, SC	2018-04-10

Comments

Name	Location	Date	Comment
Tara B	Fair Play, SC	2018-03-17	My children live in Fair Play. I pay taxes in this county and they deserve to play where we live.
Theresa Bryson	Westminster, SC	2018-03-17	This is totally unacceptable and a horrible way to treat children in this community.
Melissa Rankin	Seneca, SC	2018-03-17	Don't take this away from these kids. They deserve to play. We wonder why our kids are turning to other things. Simply because EVERYTHING is being taken from them.
Robyn Whitten	Fair play, SC	2018-03-17	#allinforfoyc
Amber Hicks	Fair Play, SC	2018-03-17	Our kids are our future and I'm standing with our future.
Beverly Duncan	Seneca, SC	2018-03-17	Because it's the right thing to do for the kids and their families.
Pamela Oakes	Westminster, SC	2018-03-17	I don't understand how or why you would hold a private vote to exclude one town in the County, that was pretty dirty. These kids deserve to play recreational sports in the area,that they live.
Amanda Watson	Westminster, SC	2018-03-17	Let the kids play!
Melissa Frankum	Townville, SC	2018-03-17	Out of fairness and community respect and involvement.
Elizabeth Fields	Seneca, SC	2018-03-17	My kids deserve to play in the community we live in.
Lydia Gregg	Westminster, SC	2018-03-17	we live in Oakway and that's where my grandchildren should be able to play
Kevin Gibson	Seneca, SC	2018-03-17	As an Oakway resident this is very important!
karen settlemyre	westminster, SC	2018-03-17	Karen Settlemyre Westminster SC
Lucas Snedigar	Fair Play, SC	2018-03-17	It's sad that a petition like this has to exist.
Charla Sewell	Westminster, SC	2018-03-17	My children grew up playing at FOYC. We should be able to choose where our kids play. We pay taxes in this county.
Billy Henderson	Seneca, SC	2018-03-17	We need to grow our communities not push people out.
Allen Smith	Westminster, SC	2018-03-17	Jodi Smith
Teresa Haley	Fairplay Shores, SC	2018-03-17	TERESA Haley
Jessica Blackwell	Seneca, SC	2018-03-17	My children deserve to play sports in the community we live in. We shouldn't have to drive 20 mins or more to practices.
Meghan Glenn	US	2018-03-17	I grew up playing here!! Walhalla, Westminster, Seneca, and Townville should be ashamed!! Depriving these kids from being able to make memories that they will keep a lifetime !!

Name	Location	Date	Comment
Betts Bailey	Hartsville, SC	2018-03-17	My granddaughters deserve to play in the area where they live. Politics vs children is not good when the children are the losers.
Carrie White	Westminster, SC	2018-03-17	Children should be allowed to play closer to where they live! This is a fuss that is not beneficial to Oconee County and shouldn't be a problem! I believe as tax payers that each family should be able to choose where their child plays! Just as parents have chosen in the past, to bring their child to Westminster from surrounding cities such as; Walhalla, Townville, and Seneca!
Sarah Devita	Sweetwater, TN	2018-03-17	So my son can play where we live.
Marlena Edgar	Westminster, SC	2018-03-17	Our children deserve to play where we live. The adults making this decision are being petty and do not have the best interest of this county, or our children in mind. Growth in our county should be celebrated, not shot down! It makes me angry and sad to see people behaving this way.
Alicia Swain	Westminster, SC	2018-03-17	Adults should make decisions for what is best for the kids. They can't speak for themselves, so we will. Why not let go of those boundary lines?
sabreena strickland	florence, SC	2018-03-17	Don't deny these kids the opportunity they deserve!
MARK MAHAN	FAIR PLAY, SC	2018-03-17	PURE POLITICAL BULL CRAP, How do they sleep at night...
Christopher Sosebee	US	2018-03-17	Our kids in the Fair oak community should not be denied the right to play sports in our community.
Dottie Lewis	Westminster, SC	2018-03-17	Dottie Lewis
Brandid Henderson	Fair Play, SC	2018-03-17	My kids deserve to play where we live. I work in Anderson and by the time I get home everyday I wouldn't have time to drive and extra 30 min to Westminster for my kids to practice. But right now the we are only a mile away from the field.
Tamara Elrod	Seneca, SC	2018-03-17	My son plays soccer in this area and I feel he should have the right to continue to play just like any other child in another area! I should not have to find somewhere else for him to play!
Julianne King	Fair Play, SC	2018-03-17	Fair Play kids deserve to play in Fair Play!
Jennifer Graber	Sarasota, FL	2018-03-17	All kids deserve to be included. Positive outlets are needed to help kids thrive. Pet them play!!!
Jennifer Graber	Sarasota, FL	2018-03-17	All kids deserve to be included. Positive outlets are necessary for kids to thrive. Let them play!!!
Joseph Kelly	Charleston, SC	2018-03-17	All kids deserve a chance to compete. It's a vital element in raising young children. In today's age of bullying we as parents should be encouraging not hindering. Give these kids a chance to create camaraderie and memories with their friends and vote.
Jenny Brune	Seneca, SC	2018-03-17	This is small-town segregation at its best. No wonder our small towns are dying....

Name	Location	Date	Comment
Celeste Holcomb	West Union, SC	2018-03-17	My children want to play against their friends that live in the FairOak community and I'm disappointed that the Walhalla Rec director where my children play went along with this.
stacey maroney	townville, SC	2018-03-17	I support all small towns coming together.
Melodoe Evams	Seneca, SC	2018-03-17	My daughter wants to play on a team with her classmates. She wants to be able to go to school, see teammates and build camaraderien about their school.
Melodie Evans	Seneca, SC	2018-03-17	My daughter wants to play on a team with her classmates. She wants to be able to go to school, see teammates and build camaraderien about their school.
Jacque Holliday	Greenville, SC	2018-03-17	The children that live in the Fair-Oak area should be exempt from the dirty politics of selfish adults.
Judy KELLEY	Westminster, SC	2018-03-17	Kids matter and this is not a fair decision
Susan Fowler	Mountain Rest, SC	2018-03-17	This is a blight on the Rec Org in Oconee. The coaches of teams should have NO SAY in the drawing of boundaries or who they will play. Especially, if they are choosing to exclude this group of kids, who deserve the same opportunities as others in the county.
Darrell Hudson	Seneca, SC	2018-03-17	I live in a differnt district but we drive to Fair Oak because of the community. They have the same rights as everyone else to play.
Linda Oliver	Tamassee, SC	2018-03-17	Come on guys. These kids are just as deserving as others.
Cindi Meredith	Seneca, US	2018-03-17	We have an amazing Soccer team..parents..coaches..Patricia n so many more teams n atheletes. How can all of you CONTINUE to leave them n us out? What about our tax dollars? Our children ARE WORTHY N GREAT!! PERIOD
hector hernandez	Seneca, SC	2018-03-17	My daughter plays sports here, and every kid deserved the right to play a sport
Debbie Smith	Seneca, SC	2018-03-17	Debbie Smith
Georgina Justice	Westminster, SC	2018-03-17	I live in Oakway, my child plays for Westminster. We had the option to switch and did not. That being said, this is not right and I would not like this kind of treatment for my child or anyone else's. I want my child to grow up in a loving, family-oriented community - not an "every man for himself, money hungry" environment. Where there is a will, there is a way. I think the leaders of this county can make this happen. IT SHOULD BE ABOUT THE CHILDREN!!!
Lisa Blackwell	US	2018-03-17	Doing it for the children of Fair play and Oakway!!
Perry Smith	US	2018-03-17	All children should be allowed to play rec sports in this county. Even play at FOYC if they choose.
Kimberly Hart	Seneca, SC	2018-03-17	Our children deserve to play sports to in their community . This is nothing but crooked politics and all about the money for the crooked cities. We demand a change !

Name	Location	Date	Comment
elizabeth robinson	fair play, SC	2018-03-17	It's time to do what is fair for all kids in our county Let them play
Chaz Justice	Seneca, SC	2018-03-17	Let them play!
valerie ellenburg	Westminster, SC	2018-03-17	Both of my children have played for FYOC. 1 is currently still playing and it is only right that they should be able to play others right here in our own county. Our tax money goes to the rec. departments and we should be able to together! As a community!
Brett Elliott	Westminster, SC	2018-03-17	All kids in the county deserve a chance to compete
Ronald Ellenburg	Westminster, SC	2018-03-17	I'm extremely disappointed that my kids can't play others in our county because adults won't get their act together.
Justin Smith	Fair Play, SC	2018-03-17	All the children deserve to play in their community.
Felicia Craig	Westminster, SC	2018-03-17	My kids used to play rec ball in fair play. We had the same problem where we had to play Ga teams. They couldn't play their friends and class mates. Which I believe is wrong in every aspect. We had to travel far to be able for our kids to enjoy the sports they love. Rec centers were started for ALL kids to have somewhere to go, to have something to keep them moving and motivated for. It's a sad day when grown adults care more about their own needs instead of the needs of our children.....
Robert Pittman	Mountain Rest, SC	2018-03-17	It's an Oconee County youth center. All sections of the county should be eligible to compete.
Jeremy Sorber	Seneca, SC	2018-03-17	Let them play
Debbie Walters	US	2018-03-17	We need to be better examples for our children! Let them play!
Carrie Carranza	US	2018-03-17	My grands don't play yet, but live in the community. When they are ready to play they should have same opportunities as all kids in the county
Shirene Head	US	2018-03-17	I'm signing this because my childs face lit up and her enthusiasm was so infectious when she knew she was going to get to play with the friends she goes to school with and that are here in our community # Not to mention it is so hard to drive all the way to Seneca/Walhalla & Westminster. It truly makes it harder on my whole family, but we have never had a choice if we want our kids to play # Please give us that choice #
Trudy Watkins	Naples, FL	2018-03-17	All children deserve to play sports!
wayne brewer	Central, SC	2018-03-18	wayne brewer
Lorenda Moore	Westminster, SC	2018-03-18	Every kid should have the chance to play in their community.
Deborah Scott	Westminster, SC	2018-03-18	I have a niece who go to school there, and she wants to play. They should all be able to.
Kimberly Hart	Seneca, SC	2018-03-18	My child plays at foyc and every child should be able to play .

Name	Location	Date	Comment
Teresa Nutter	Royston, GA	2018-03-18	I no longer live in FairPlay or have children that play but my husband and I were big supporters
Mary Salisbury	Walhalla, SC	2018-03-18	FairOak deserves their chance to play against others in their county. Give them their boundaries back!
Lynn Owens	Seneca, SC	2018-03-18	We love this rec center! They truly care about the kids!
Phyllis Thrasher	Seneca, SC	2018-03-18	I just can't understand why they were written out of playing sports where they go to school and or live. These children deserve to play any sport just like the other elementary schools in Oconee County.
Terri Nutter	Danielsville, GA	2018-03-18	Fair-Oak deserves a chance. Don't ruin a child's chance too be active and compete!!!!
julia rogers	Walhalla, SC	2018-03-18	It should be about the kids. They just want to play.
Judy Cravens	Greenville, SC	2018-03-18	My granddaughter is on the volleyball team, and would enjoy competition with friends in other county teams
Sheila Butts	Westminster, SC	2018-03-18	This is not fair to all the children, this is so wrong in so many ways!! Our children have just as much as any other child. God will take care of this, some how some way, the one keeping them out, You all should be ashamed!..
tracie johnson	Westminster, SC	2018-03-18	The kids deserve to play.
Giovanni Urso	Fair Play, SC	2018-03-18	My nieces play. They are just as vital to the sport program as all other players
Fred Bland	Westminster, SC	2018-03-18	I'm asking all Oakway Alumni to consider signing and sharing this petition. The reason we worked so hard to save our school property from salvage was to provide a place for our children to participate in sports. A huge roadblock has been put up! Please help us by adding your voice to this petition.
Vickie Wilbanks	Westminster, SC	2018-03-18	Vickie Wilbanks
Michelle Turner	Westminster, SC	2018-03-18	I think the kids should get to play in the area they live in
Grant Owen	High Point, NC	2018-03-18	My cousins play, so all the way in N.C. this petition has support!
Mark Boatman	Walhalla, SC	2018-03-18	Every young adult deserves to have the opportunity to play sports right at home.
Jody Shirley	Fair Play, SC	2018-03-18	I'm signing because FOYC has been around for longer than most people realize and now that we finally have a great thing going seems like we aren't wanted.
Sherri Hendrix elgin	Westminster, SC	2018-03-18	This is ludacris and a bunch of b's its time herb Poole and the ones in other districts loses their jobs ..call the news and all this isn't fair to the children nor the tax payers ..

Name	Location	Date	Comment
Tracy Barnhardt	US	2018-03-18	We live in fairplay and my daughter should be able to play softball at Fairoak
Jennifer Fuller	Westminster, SC	2018-03-18	My kids play there because it is 10 minuets from my house. We support FOYC and love our Oakway community.
Vickie Robertson	Seneca, SC	2018-03-18	Vickie Robertson
Angie BAGwell	Salem, SC	2018-03-19	I have friends and family in The Fair-OAK community I support them
Margaret Adams	Columbia, SC	2018-03-19	It is sad to see politics at play against children. Please consider this petition and do something positive for the county.
Linda Haskett	Seneca, SC	2018-03-19	Linda Haskett
Judy Cravens	Greenville, SC	2018-03-19	My granddaughter plays Volleyball and basketball for FOYC, I've shared this on Facebook, and living in Greenville, I have got many signatures from this area too. They are supporting this petition because they value the sports in small communities. And cannot see why this one is being shunned! Politics in children's sports is an ugly thing
Patricia Ramey	Westminster, SC	2018-03-19	Patricia Ramey
Susan Williams	Seneca, SC	2018-03-19	Susan Williams
Mignon Jefferson	Seneca, SC	2018-03-19	Mignon Jefferson
Carl Anderson	Winston, GA	2018-03-19	You have my support and prayers.
Ruth Graham Culp	Rock Hill, SC	2018-03-19	You have my support!Good luck with the petition !
Victoria Hull	Seneca, SC	2018-03-19	My sister plays Volleyball at the FOYC. I'm astounded that adults would let children's happiness and well-being be taken away over politics.
Martha Carey	Anderson, SC	2018-03-19	Why would anyone deprive children of the opportunity to participate and compete in planned and supervised activities in their own community? Put them out on the streets alone, and suffer the consequences!! What is the real story behind all this "crap"?
Wilton King	Seneca, SC	2018-03-20	I grew up in Oakway. This area deserves the same opportunities as any other part of Oconee County.
Tommy Harper Jr	Fair Play, SC	2018-03-20	I have lived in the "Fair Play" end of Oconee county for the past 40 years. I went to high school at Oakway High School, Mt children went to Fair Play Elementry, Oakway Middle School, and West Oak High School. When they played sports it was here. Now, I am raising three grand-daughters. Some of them are active in three different sports. They deserve EVERY RIGHT to be able to play and compete in any county sports events in Oconee County. It should not matter if they live in Fair Play, Salem, Westminster, Walhalla, or anyplace within the county borders. I work and pay taxes so they have these rights and privileges available to them. Those

Name	Location	Date	Comment
			<p>programs or area that are opposing Fair Oak Youth from playing should be fined and stripped of their eligibility to participate in any sports. It's not "Their" sports programs... It belongs to the youth and the county/city taxpayers. Get your pride off your chest, and your hands out of the "kitty" and DO what's right!!Tommy Harper Jr.AKA: Prop</p>
Lindsay Cash	Greenville, SC	2018-03-20	This is simply wrong. Shame on you all.
Jessica Landers	Norman, OK	2018-03-20	Family!!!!
Joset Holcomb	Fair Play, SC	2018-03-20	<p>It was very convenient to play for FOYC 2000 until 2008. We were super involved coaching, reffing, running concessions, soccer, basketball and baseball. We will miss the involvement since our boys are graduating from high and moving on to college. The camaraderie we built will last a lifetime. We love our community. Fair Play Strong! If people are willing to step up to the challenge and be involved, let's build the community to make our county a well rounded entity.</p>
Ashley Jones	Walhalla, SC	2018-03-20	<p>I'm signing because while my daughter plays at a different rec department, she and hers friends are a part of the Fair Oak community and all the kids deserve the chance to play within their community, with and against their friends.</p>
Cynthia Santos	Westminster, SC	2018-03-20	<p>All children deserve the same opportunity to play, compete, regardless of the organization they represent!</p>
Janice Clarkson	Pickens, SC	2018-03-20	<p>I agree they should be allowed to play in their community & play against other groups in their own communities</p>
Charlie Oakes	Seneca, SC	2018-03-20	<p>As county council members, you have a moral and legal obligation to serve the community, this includes having programs that keep young people active. Tax payers pay your salaries including the parents of these kids you plan to just brush aside for whatever ridiculous, crazy, and almost illegal action that you have taken. That means you have failed the moral and legal part of your obligation of the position you hold. For a normal person at a job that means your fired. I guess you feel that you are above all that and just want to follow in the footsteps of politicians in Washington of whom you dream of being.</p>
April Foster	Seneca, SC	2018-03-21	The children want to play where they live.
Jennifer Hartung	Louisville, KY	2018-03-21	<p>Grew up in Westminster and played ball for years. Give FOYC what they need to be successful and to benefit the children. Please stop squabbling like babies. Lead by example.</p>
Zach Sharpe	Westminster, SC	2018-03-21	<p>While I understand where Westminster Rec. is coming from. The local economy consists of mainly restaurants and they rely heavily upon people coming to town, and recreation is one of the only reasons people come to town, and the City supports 98% of these rec. operations with only 2% of funding coming from the county, I also feel it is wrong to exclude any child. As a parent, I wouldn't want to have to drive ten plus miles to practices when leagues are available within the community.</p>

Name	Location	Date	Comment
Mary Grabarczyk	Seneca, SC	2018-03-21	They are citizens of Oconee County. All citizens should be able to participate in county/city functions.
Rebecca Powell	Seneca, US	2018-03-23	It's a shame all children in the county can't play. All of our tax money pays for a lot of this and I want mine to be for all the kids
Pamela Jackson Storer	US	2018-03-23	Our past, future and children need to be protected.
Lee Keesse	Westminster, SC	2018-03-30	When our children were young we had to take them to Townville for Rec ball. Having it in our own community is a huge step forward and one that is much needed!
Paula Smith	US	2018-03-31	If they live in Oconee County, are residents of Oconee County, pay taxes in Oconee County, why shouldn't they be allowed? This is very disturbing. Politics are in way too much these days. This doesn't make any since what so ever.
Johannah Griffin	US	2018-03-31	My children play sports here and deserve every opportunity to continue to play!
Theresa White	Fair Play, SC	2018-03-31	I don't think it's fair to keep sports away from kids when it's there for them and adults are willing to coach them and take the time out for them. So many may not get the opportunity to because of so far to travel to the rec centers in other towns
Samantha Worley	Tampa, FL	2018-04-03	I have been involved with Westminster recreation for 8+ years and I am familiar with the directors of all the neighboring rec departments. I am also familiar with how players have never been made to sign a waiver to play in a town they are not living in until now. I have extremely loyal friends, that are like family, involved with the FOYC and it is absolutely horrible for them to be treated in such a discriminatory manner. There are several reasons that families are choosing for their children to play in other cities than where they reside. Justifiable reasons!! It is time to put the children first!!! Let them play. Let them play the other teams surrounding their community. Let FOYC be a part of representing the talent from this area of SC.
Cass McAlister	Anderson, SC	2018-04-03	All children should have somewhere to go and play and feel safe.
Annette Cox	Seneca, SC	2018-04-03	FOYC is in Oconee County and should be included in all aspects.
Bruce Bennett	Fair play, SC	2018-04-07	Be fair to Fair play.
Nicole Dickerson	Raleigh, US	2018-04-07	it is between me an my kids an neither one one of us has to go out of our way
Amanda Marcengill	Westminster, SC	2018-04-09	My children once played for Fair Oak Rec. Center and were excluded from playing in Oconee County as well. It is time Oconee accepts Fair Oak just as we do for other cities located in our county. Our community should support all recreational departments in the County.

