



A G E N D A

OCONEE COUNTY COUNCIL MEETING

March 7, 2017

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

- February 21, 2017 Regular Meeting

Administrator Report & Agenda Summary

Public Hearings for the Following Ordinances

Ordinance 2016-32 "AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF UTILITY CONSTRUCTION ALONG HIGHWAY 59, NEAR THE INTERSECTION OF HIGHWAY 59 AND FELTMAN ROAD ADJACENT TO THE GOLDEN CORNER COMMERCE PARK, AND OTHER MATTERS RELATED THERETO."

Third Reading of the Following Ordinances

Ordinance 2016-32

(See caption above)

Second Reading of the Following Ordinances

Ordinance 2016-42 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT GOGGLES, PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES; THE PLACEMENT OF PROJECT GOGGLES INTO A MULTICOUNTY INDUSTRIAL AND BUSINESS PARK, AND OTHER MATTERS RELATED THERETO."

First Reading of the Following Ordinances

Ordinance 2017-06 [Title Only] "AN ORDINANCE CANCELLING, REVOKING, AND RESCINDING OCONEE COUNTY ORDINANCE 2007-21, WHICH ESTABLISHED A PROGRAM TO DESIGNATE SCENIC HIGHWAYS IN OCONEE COUNTY, AND OTHER MATTERS RELATED THERETO."

Discussion Regarding Action Items

The purchase of one (1) Commercial Cab Fire Engine for the Fire Services in the amount of \$398,529.00. The budgeted amount is \$425,000.00; leaving a balance of \$26,471.00.

It is the staff's recommendation that Council approve the award of RFP 16-04 for a Commercial Cab

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

Fire Engine for West Union, Rural Fire Station Number 16, to S.C. Fire Apparatus of Charlotte, N.C., in the amount of \$398,529.00.

The approval of ITB 16-14 Title: Phase 1 - Mass Grading Improvements for Oconee Economic Alliance / OITP. The budgeted amount is \$4,000,000.00; the Project cost is: \$291,264.05; leaving a balance of \$3,708,735.95.

Contingent upon Council discussion, it is the staff's recommendation that Council (1) approve the award of ITB 16-14 to Ledford and Parker of Hayesville, NC, for Phase 1 only, Mass Grading Improvements for OITP in the amount of \$291,264.05, which includes a 10% contingency amount; and (2) authorize the County Administrator to approve any change orders within the contingency amount.

The approval of ITB 16-14 Title: Phase 2 Mass Grading Improvements for Oconee Economic Alliance / OITP. The budgeted amount is \$4,000,000.00; the Project cost is: \$3,107,500; leaving a balance of \$892,500.

Contingent upon Council discussion, it is the staff's recommendation that Council (1) approve the award of ITB 16-14 to Clary Hood, Inc., of Spartanburg, SC; for Phase 2 only, Mass Grading Improvements for OITP in the amount of \$3,107,500.00, which includes a 10% contingency amount; and (2) authorize the County Administrator to approve any change orders within the contingency amount.

The purchase of Heavy Equipment Rental for OITP for Oconee Economic Alliance in the amount of \$456,455.02. The budgeted amount is \$4,000,000.00; leaving a balance of \$3,543,544.98.

Contingent upon Council discussion, it is the staff's recommendation that Council approve the rental of heavy equipment for OITP to May Heavy Equipment, of Piedmont, SC, in the amount of \$456,455.02.

Boat Taxes

Review and approve a letter from the Oconee County Council to the Oconee Legislative Delegation requesting that the South Carolina General Assembly take action to increase enforcement, and enforceability, as to legislation and regulations related to unpaid boat taxes and outdated boat registrations.

Hands Free

Review and approve a letter from the Oconee County Council to the Oconee Legislative Delegation requesting that the South Carolina General Assembly take action to improve the safety of our highways and other roadways by permitting the use of mobile phones and other mobile communication devices by drivers of a moving vehicle only when such devices are used in a "hands free" device configuration.

Board & Commission Appointments (If Any) [Seats listed are all co-terminus seats]

Board of Zoning Appeals..... Districts II and IV
Building Codes Appeal Board..... District IV and 1 At Large Seat
Scenic Highway Committee..... 1 At Large Seat

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

Request for Council to fund the installation and monthly operational costs for a FAX and telephone line at the former Health Department Building, for Clemson University's Joseph F. Sullivan Center [Health Clinic]

New Business [Do include items which may be scheduled for final action at a future meeting, if required. (None scheduled)]

Council Committee Reports

- Budget, Finance & Administration, Ms. Cammick, Chairwoman.....[2/14/2017]
- Real Estate, Facilities & Land Management, Mr. Davis, Chair.....[2/14/2017]

Executive Session

Upon reconvening Council may take a Vote and/or take action in 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] To receive legal advice regarding intra-county allocation of revenue from projects located in multi-county industrial and business parks.

Adjourn

Adjourn (Ordinance 2017-01) shall be to proceed to discuss the agenda of the meeting as set forth in the Charter.

All responses should be made to the Clerk or Council at least 30 minutes prior to the meeting start time.

County Council, Commission, Board & Committee meeting agendas are posted at the Council County Administration Building or on the Office of the County Council Website.

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2016-32

AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF UTILITY CONSTRUCTION ALONG HIGHWAY 59, NEAR THE INTERSECTION OF HIGHWAY 59 AND FELTMAN ROAD ADJACENT TO THE GOLDEN CORNER COMMERCE PARK; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of a parcel of land situate in Oconee County and designated by TMS number 332-00-01-009, known as the Golden Corner Commerce Park ("County Property");

WHEREAS, Blue Ridge Electric Cooperative, Inc. ("BREC") wishes to acquire from the County, and the County wishes to grant to BREC, certain easement rights for, generally and without limitation, the construction, reconstruction, location, relocation, operation, maintenance, alteration, and repair of such poles, structures, overhead or underground wires, and other necessary fixtures, apparatuses and appliances, electrical distribution lines or systems, and any support structures or anchors, for the purpose of distributing electricity by one or more circuits, on, over, and/or through the County Property;

WHEREAS, the form, terms and provisions of the Electric Line Right-of-Way Easement (the "Easement Agreement") now before the Oconee County Council ("County Council"), copies of which are attached hereto as Exhibit "A," are acceptable to the County Council for the purpose of giving effect to the easement rights sought by BREC; and

WHEREAS, Section 4-9-30(2) of the Code of Laws of South Carolina, 1976, as amended, (the "Code") authorizes the County to transfer or otherwise dispose of interests in real property:

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

1. Council hereby approves the Easement Agreement;
2. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Easement Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit "A," or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel to the County, such Administrator's approval to be deemed given by his execution of the Easement Agreement.
3. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the Easement Agreement in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.
4. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination

shall not affect the remaining terms and provisions of this Ordinance, all of which are hereby deemed separable.

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

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

ORDAINED in meeting, duly assembled, this ____ day of _____, 2017.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading: February 7, 2017
Second Reading: February 21, 2017
Third Reading: March 7, 2017
Public Hearing: March 7, 2017

EXHIBIT A

S/O # _____
ACCT # _____
JOB # 108970
DATE _____

ELECTRIC LINE RIGHT-OF-WAY EASEMENT

STATE OF SOUTH CAROLINA)

Map No. 433-70-002

COUNTY OF OCONEE)

Tax Map: 332-00-01-009

KNOW ALL MEN BY THESE PRESENTS, that Oconee County and its successors and assigns (hereinafter referred to as "Grantor") for good and valuable consideration from Blue Ridge Electric Cooperative, Inc., whose principal office is located in Pickens, South Carolina (hereinafter referred to as the "Cooperative"), the receipt of which is hereby acknowledged, does hereby grant unto the Cooperative, its successors, lessees, and assigns the perpetual right, privilege, and easement, subject to the terms set forth, and the privileges specifically retained and reserved, herein by Grantor:

1. To go upon the tract of land of the Grantor, containing 360.87 acres, more or less, known as the Golden Corner Commerce Park, Highway 59, Oconee County, South Carolina being as generally depicted on "Exhibit A," attached hereto and incorporated herein by reference (the "Property").
2. To construct, reconstruct, locate, relocate, operate, maintain and repair in, upon, over, under, and through said land, within the easement strip such poles structures, overhead and underground wires, and other necessary fixtures, apparatuses and appliances, electrical distribution lines or systems, and any support structures and anchors that must be located outside of the easement strip, for the purpose of distributing electricity by one or more circuits and of carrying wires of the Cooperative or any lessee thereof. The referenced easement strip is shown "Exhibit B" attached hereto and incorporated herein, and includes only such portions of Exhibit "B" as depict the Property, and shall be referred to hereinafter as the "Easement Premises."

The Easement Premises are further defined to include: twenty feet on each side of the centerline of any overhead primary facilities, eight feet on each side of where only underground facilities are installed, and five feet on each side where only overhead service facilities are necessary;

3. To enter upon said land at any time for the purpose of inspecting said lines and facilities and making necessary repairs and alterations thereof.

4. To enter upon said property to make such changes, alterations, and substitutions in said lines, facilities or structures from time to time as the Cooperative deems advisable or expedient.
5. To keep and maintain, as the Cooperative deems necessary, the Easement Premises clear of all structures, trees, stumps, roots, shrubbery, and undergrowth along said lines, facilities, or structures for a space of up to the right-of-way widths listed in Item 2.
6. If an overhead line is constructed, to trim or remove and to keep trimmed or removed dead, diseased, weak, or leaning trees or limbs outside of the Easement Premises which, in the opinion of the Cooperative, might interfere with or fall upon the electric or communication facilities within the Easement Premises.
7. To implement the following provisions: Construction of new multi-phase wood pole power line along the east side road frontage of Highway 59 heading north to existing multi-phase line near the intersection of Highway 59 and Feltman Road. Installation of new pole, guying, and conductors near southeast corner of Property. See Exhibit "B."

The parties further mutually agree as follows:

1. The Grantor agrees that all lines, facilities, structures and related apparatuses and appliances installed on or in the above described land by the Cooperative or its representative(s) shall be and remain the property of the Cooperative, removable or replaceable at its option; and that the Grantor will not construct any structure within said Easement Premises. The Grantor agrees that no wells shall be dug on said Easement Premises, that no septic tank, absorption pits, or underground storage tanks shall be placed on the Easement Premises, that no building or other structures shall be erected thereon; and that said Easement Premises shall not be used for burial grounds.
2. The Cooperative agrees that in locating or relocating and installing its structures and anchors, it will endeavor to take advantage of roadways, streets, ditches, hedgerows, etc., so as to cause the least interference to the Grantor's said land; and that if, in the construction of said lines, facilities or structures, any injury is necessarily done to crops, fences, bridges, or roads, it will repair or replace such fences, bridges or roads, and will pay the Grantor for injury to such crops.
3. Cooperative shall indemnify, defend, and hold Grantor, its representatives, agents, employees, successors, and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings of any nature, including, without limitation, for injury to any persons (including death) or property which may be claimed to have arisen directly from or out of (i) any damage, accident, injury, or other similar occurrences in or

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-42**

ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT GOGGLES PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES; THE PLACEMENT OF PROJECT GOGGLES INTO A MULTI-COUNTY INDUSTRIAL BUSINESS PARK; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered 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") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

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

WHEREAS, Project Goggles (the "Company") has requested the County to participate in executing a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or building improvements, and machinery, apparatus, and equipment, for the purpose of the development of a distribution facility (the "Project") in which the anticipated level of new taxable investment will be a minimum of Two Million Five Hundred Thousand Dollars (\$2,500,000) in qualifying fee in lieu of tax investment by the end of the fifth (5th) year following the year of execution of the Fee Agreement; and

WHEREAS, the Company has requested that the County provide a special source credit of ten percent (10%) of the Company's fee in lieu of tax liability for the Project in the Park (as defined herein) for a term of ten (10) years (the "SSC") based upon the Company's agreement to invest in new, taxable property in the Project equaling or exceeding \$2,500,000 within the initial five (5) years (following the year of the execution and delivery of the Fee Agreement) of investment, which investment will be maintained for not less than ten (10) years.

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 determined to enter into and execute a Fee Agreement and does 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 the SSC; 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 County will locate the Project within an existing or to-be-created multi-county industrial/business park with Pickens County pursuant to Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Park").

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

WHEREAS, to the extent within its authority and control, using its commercially reasonable efforts, the County does hereby agree, subject to the requirements of Section 4-1-170 and Section 4-1-175 of the Act, respectively, to insure that the Project Property will be placed in a Park with Pickens County, and provide a Special Source Credit against payments in lieu of taxes from the Project in the Park in an annual amount equal to Ten percent (10%) of such payments in lieu of taxes allocated to the County taxing entities pursuant to the agreement creating the Park (the

“MCIP Agreement”) for five (5) consecutive years of fee in lieu of tax payments by the Project in the Park pursuant to the MCIP Agreement, beginning with the payment due (without penalty on or before January 15, 2019 and such that the Special Source Credit will never exceed, at any point in time, the actual cost of Project infrastructure to that point.

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

Section 1. (a) In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a distribution 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 expanding its distribution facility, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved. Further, the County agrees to provide an SSC of ten percent (10%) of the Company’s fee in lieu of tax liability for the Project in the Park for ten (10) consecutive years provided the Company agrees to invest not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) in new, qualifying, taxable investment in the County by the end of the fifth (5th) year after the year of execution of the Fee Agreement; and the County agrees to use its commercially reasonable efforts to place the Project property in the Park.

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 Fee Agreement are hereby incorporated herein and made a part hereof;

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

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

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

(g) The 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. Pursuant to the authority of the Act, and subject to the terms herein and in the Fee Agreement, there is hereby authorized to be provided and shall be provided, the Special Source Credit of the County to the Company in the amount of Ten percent (10%) of the Fee Payments from the Project in the Park pursuant to the MCIP Agreement, for ten (10) consecutive years, beginning with the Fee Payment due (without penalty) not later than January 15, 2019.

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

Section 4. The form, terms and provisions of the Fee Agreement and the MCIP Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement and MCIP Agreement were set out in this Ordinance in their 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 and MCIP Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement and MCIP Agreement to be delivered to the Company. The Fee Agreement and the MCIP Agreement are to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement and MCIP Agreement now before this meeting.

Section 5. 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 effect the execution and delivery of the Fee Agreement and the MCIP Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement and MCIP Agreement and this Ordinance.

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

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

Section 8. 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 making such filings.

Passed and approved this ___ day of _____, 2017

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: December 20, 2016
Second Reading: March 7, 2017
Public Hearing:
Third Reading:

FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

**PROJECT GOGGLES,
A _____ Corporation**

Dated as of _____ 1, 2017

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 ____ 1, 2017, 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 Goggles (the "Company"), incorporated and existing under the laws of the State of _____.

WITNESSETH:

Recitals.

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

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

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

Pursuant to the Ordinance executed by the County on _____, 2017, the Company has agreed to acquire, expand and equip by construction, lease-purchase, lease or otherwise, a distribution facility (the "Facility") which will be located in the County, which will consist of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures which will constitute the project (the "Project"). The Project in the Park (as hereinafter defined) in the County involves an initial new taxable investment of at least \$2,500,000 in the County within the Investment Period and the \$2,500,000 level of investment in Economic Development Property (hereinafter defined) shall be maintained for the term of the Fee Agreement, all being maintained in accordance with the Act.

Pursuant to an Ordinance adopted on _____ 2017 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council authorized the County to enter into a Fee Agreement with the Company which identifies the property comprising the Project as Economic Development Property (as defined in the Act) under the Act subject to the terms and conditions hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described

herein and shall not under any circumstances be deemed to constitute a general obligation of the County.

ARTICLE I

DEFINITIONS

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

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

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

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

"Chair" shall mean the Chair 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 Goggles, a corporation incorporated under the laws of the State of _____ and duly qualified to transact business in the State.

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

"County Administrator" shall mean the Administrator of Oconee County, South Carolina.

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

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

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

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

"Event of Default" shall mean any Event of Default specified in Section 4.13 of this Fee Agreement.

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

"Fee Agreement" shall mean this Fee Agreement.

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

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

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

"Investment Period" shall mean the period commencing January 1, 2016, and ending on December 31, 2021.

"Minimum Investment" shall mean that the Company shall invest in Economic Development Property under and pursuant to the Fee Agreement not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) in qualifying, new taxable investment in the Project by the end of the Investment Period, and that \$2,500,000 of investment shall be maintained for the term of the Fee Agreement, without regard to depreciation, 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 _____ 2017, as amended from time to time.

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

"Phase Termination Date" shall mean with respect to each Phase of the Project the day twenty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2041 or December 31, 2046, if an additional extension of time in which to complete the Project is hereinafter granted in writing by the County pursuant to Section 12-44-30(13) of the Act, and utilized by the Company by making the required investments, or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Company under Section 12-44-30(21) of the Act, as amended, but only if the County subsequently agrees to such a maximum number of years exceeding twenty and such agreement is approved by the County Council and reduced to writing.

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

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

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

(a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement pursuant to Section 4.4 hereof for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.7 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

(e) The Company anticipates that the cost of the project will be at least \$2,500,000 in qualifying new taxable investment in eligible, Economic Development Property in the County within the Investment Period. The Company understands that the Company must invest not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) in Economic Development Property, subject to the fee in the Project by the end of the Investment Period, 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 Credit, as though the Minimum Investment requirements of the Act had not been met.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

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

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

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2021, or, if not less than \$2,500,000 has been invested in taxable Economic Development Property on or prior to December 31, 2021, then the County may agree to an extension of the investment period hereof by resolution. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due from and by it under the terms of this Fee Agreement, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project, and may owe repayment to the County under the terms hereof in certain such circumstances.

Section 3.3. Filings

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

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

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

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

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax ("FILOT") arrangement under Section 12-44-50(A)(1) of the Act, and to meet the investment representations of Section 2.2(f), hereof, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2021, in non-exempt Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 19 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be

allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the nineteen years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.

Step 3: Multiply the taxable values, from Step 2, by the millage rate in effect for the Project site on June 30, 2016, which the parties believe to be 215 mils (which millage rate shall remain fixed for the term of this Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

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

such term shall not increase the number of FILOT Payments for which the Company qualifies under this Section.

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

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

shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Cost of Completion. In the event that the cost of completion of the Project has not exceeded \$2,500,000 in non-exempt Economic Development Property, as required under Section 12-44-30(13) of the Act by December 31, 2021, at the Project in the Park by that date, then beginning with the next payment due, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period will be terminated at that point. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project through and including 2021 using the calculations described in this Section, over, (ii) the total net amount of payments in lieu of ad valorem taxes actually made by the Company with respect to the Project through and including 2021. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided in the Act. Further, in the event, thereafter, that the investment in the Project, without regard to depreciation falls below \$2,500,000, during the term that this Fee Agreement is in effect, the payment in lieu of ad valorem taxes to be paid to the County by the Company 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 \$2,500,000.

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

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to twenty (20) (or, if greater, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended)

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

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

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; subject, always, however to the terms and provisions of Section 4.2 hereof.

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

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

Section 4.7 Damage or Destruction of Project.

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

(b) **Election to Rebuild.** In the event the Real Property in which the project is located is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Section 4.4, hereof. Subject to the terms and provisions of this Agreement, all such

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

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

Section 4.8 Condemnation.

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

(b) Partial Taking. In the event of a partial taking of the Real Property or a transfer in lieu thereof, and subject to Section 4.2 and Section 4.4, hereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the

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

Section 4.9 Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Provided, however, the Company may merge with or be acquired by another company so long as the surviving Company has a net asset value equal to or greater than that of the Company's net asset value.

Section 4.10 Indemnification Covenants. The Company shall and agrees to indemnify and save the County, its employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement. The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County; the Company shall defend them in any such action, prosecution or proceeding with legal counsel reasonably acceptable to the Indemnified Parties.

Section 4.11 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County

agrees that, except as required by law or pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; or (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; and, the County (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Company, if the Company does provide such information to the County, if the Company will clearly and conspicuously mark such information as "Confidential" or "Proprietary", or both, then, in that event, prior to disclosing any confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company with the prior consent of the County, which consent will not unreasonably be withheld, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act.

Section 4.13 Events of Default. In addition to the specific events of default noted elsewhere herein, as to investment and job creation requirements, the following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

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

(b) Failure by the Company to perform any of the material terms, conditions, obligations or covenants of the Company hereunder, other than those already noted in this Section 4.13 which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

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

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

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and

observance of any obligation, agreement or covenant of the Company under this Fee Agreement, including, without limitation, those actions previously specified in this Agreement.

Section 4.15 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

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

Section 4.17 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

Section 4.18 Special Source Credit. The County agrees that the Company shall be entitled to a Special Source 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 Ten percent (10%) 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 \$2,500,000 and continuing for the next nine (9) years thereafter, but not to exceed the actual cost of the Infrastructure, totally or in any given year.

Provided, if the Company invests a total (inclusive of the afore stated Two Million Five Hundred Thousand Dollars (\$2,500,000) in the Project in new taxable investment by the end of the Investment Period, the County agrees to the Special Source Revenue Credit of ten percent (10%) of the Company's fee in lieu of tax liability for the Project in the Park for the ten consecutive tax years beginning with the fee payment due on or before January 15, 2019.

The Special Source Revenue Credit may be taken by the Company only to the extent that the Company has invested in qualifying improvements ("Qualified Improvements") as defined in Section 12-44-70 of the Act and Section 4-29-68(A)(2) of the South Carolina Code of Laws, 1976,

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

ARTICLE V

MISCELLANEOUS

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

AS TO THE COUNTY:

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

AS TO THE COMPANY:

PROJECT GOGGLES

WITH A COPY TO:

J. Wesley Crum, III P.A.
233 North Main St., 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 for payment of the fees in lieu of taxes under Section 4.1, hereof, the Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other 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 Chair 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

WITNESSES:

PROJECT GOGGLES,
a _____ Corporation

By: _____

Its: _____

EXHIBIT A
PROJECT GOGGLES PROPERTY

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

AGREEMENT FOR DEVELOPMENT
FOR JOINT COUNTY INDUSTRIAL/BUSINESS
PARK (PROJECT GOGGLES)

THIS AGREEMENT for the development of a joint county industrial/business park to be located within Oconee County, South Carolina ("Oconee County") is made and entered into as of the 1st day of May, 2017 by and between Oconee County and Pickens County, South Carolina ("Pickens County").

RECITALS

WHEREAS, Oconee County, South Carolina and Pickens County have determined that, in order to promote economic development and thus provide additional employment opportunities, there should be established in Oconee County, a Joint County Industrial and Business Park (PROJECT GOGGLES) (the "Park"); and

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

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

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

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

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

3. Location of the Park.

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

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

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

(D) Notwithstanding the foregoing, for a period of five (5) years commencing with the later of the effective date of this Agreement or the effective date of the expansion of the boundaries of the Park to include such parcel, the boundaries of the Park shall not be diminished so as to exclude therefrom any parcel or real estate without the consent of the owner and the Counties and, if applicable, lessee of such parcel; and this sentence of this Agreement may not be modified or deleted herefrom for a period of five (5) years commencing with the effective date hereof, except as provided in Section 10 below.

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

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

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

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

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

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

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

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

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

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

The maximum tax credits allowable by Section 12-6-3360 of the Code of Laws of South Carolina, 1976, as amended or any successor statute, will apply to any business enterprise locating in the Park.

Any business enterprise locating in the Park shall pay a fee-in-lieu of ad valorem taxes as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution and the Act. The user fee paid in lieu of ad valorem taxes shall be paid to the county treasurer for the County in which the premises is located. That portion of the fees from the Park premises allocated pursuant to the Agreement to Pickens County shall be paid by the Oconee County Treasurer to the Pickens County Treasurer within fifteen (15) business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with the Agreement. Payments shall be made by a business or industrial enterprise on or before

the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. Oconee County, acting by and through the county tax collector for the county where the premises is located, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.

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

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

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

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

12. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Oconee County and Pickens County agree that this Agreement may not be terminated by either party, unilaterally, until after December 31, 2030, but may be terminated, unilaterally, by either party thereafter.

[SIGNATURE PAGES FOLLOW]

WITNESS our hands and seals this ___ day of _____ 2017

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

And this 1st day of May 2017

PICKENS COUNTY, SOUTH CAROLINA

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

ATTEST:

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

**EXHIBIT A
LAND DESCRIPTION
OCONEE COUNTY**

Project Goggles

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: March 7, 2017

ITEM TITLE:

Procurement #: **RFP 16-04** Title: **Commercial Cab Fire Engine** Department: **Fire Services** Amount: **\$ 398,529.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2016-2017 budget process. Finance Approval: *Sadele Price*
Budget: **\$425,000.00** Project Cost: **\$398,529.00** Balance: **\$26,471.00**

BACKGROUND DESCRIPTION:

This Request for Proposals was issued December 7, 2016 for one Commercial Cab Fire Engine for use by Oconee County Fire Station Number 16 – (West Union). This station currently has a 1994 Freightliner Engine, a 2002 Freightliner Engine, and a 2003 Tanker Truck. This new Fire Engine will replace the older model pumpier which will be used as a spare.

On January 19, 2017, formal sealed proposals were opened for this truck. Sixteen firms were originally notified of this opportunity and three firms submitted proposals; Firehne, Inc. for E-One, Safe Industries for KME and S. C. Fire Apparatus for Rosenbauer. Evaluation Criteria included: Compliance with Specifications (40%), Cost Requirements (20%), Service and Warranty Requirements (20%) and Capabilities of the Firm (20%). An Evaluation Committee consisting of Charles King, Oconee County Fire Chief, Ernie Beck, Director of Vehicle Maintenance, Danny Elter, West Union Fire Chief and Ryan Saultier, West Union Training Officer, unanimously voted to recommend S. C. Fire Apparatus of Charlotte, NC, for this award.

SPECIAL CONSIDERATIONS OR CONCERNS:

ATTACHMENT(S):

1. RFP Summary Scoring Sheet
2. Summary Cost Sheet with Options

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the award of RFP 16-04 for a Commercial Cab Fire Engine for West Union, Rural Fire Station Number 16, to S.C. Fire Apparatus of Charlotte, NC, in the amount of \$398,529.00.

Submitted or Prepared By: *Robyn Courtwright* by *Tronda C. Sparrman*
Robyn Courtwright, 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.

SCORES

ROUND 1 - SCORING OF PROPOSALS			
	Fire Line	Safe Industries	SC Fire Apparatus
	E-One	KME	Rosenbauer
A	275	360	408.40
B	311.80	398.20	393.40
C	345.20	400.20	451.80
D	280.20	373.20	395.20
TOTAL	1212.20	1531.60	1648.80
RANKING	3	2	1
AVERAGE SCORE	399.85	382.9	412.2
RANKING	3	2	1
ROUND 2 - RANKING AFTER FINAL COST COMPARISON			
	Fire Line	Safe Industries	SC Fire Apparatus
	E-One	KME	Rosenbauer
A		2	1
B		2	1
C	Third Ranked Vendor - Not Included in Final Cost Comparison	2	1
D		2	1
TOTAL		8	4
FINAL RANKING		2	1

Description	Safe Industries / KME		SC Fire Apparatus / Rosenbauer	
	Cost Deduction	Total	Cost Deduction	Total
Base Price - PEYERBILT CHASSIS		\$439,828.00		\$415,141.00
Deduction for trips	2 trips at \$1,600 each	-\$3,200.00	No trips included in price	\$0.00
Sales Tax (5300)		\$23,000.00		\$23,000.00
Discount for 100% Prepayment		-\$9,721.00		-\$12,960.00
TOTAL from above		\$426,207.00		\$408,481.00
DEDUCTS for the following:				
Generator and all related accessories	-\$16,896.00	-\$16,896.00	-\$15,454.00	-\$15,454.00
ADD for the following:				
Hydraulic Pump		\$7,641.00		\$30,582.00
NEW TOTAL:		\$416,352.00		\$398,629.00

THOMAS & HUTTON

304 NORTH CHURCH STREET
GREENVILLE, SC 29601 | 864.412.2222
WWW.THOMASANDHUTTON.COM

March 2, 2017

Mr. Scott Moulder
Oconee County Administrator
415 South Pine Street
Walhalla, SC 29691

Re: Bid of March 1, 2017 at 2:00pm
Oconee Industry & Technology Park
Phase 1 Mass Grading Improvements and
Phase 2 Mass Grading Improvements
Recommendation for Award
Oconee Bid No. 16-14
J-26231.0000

Dear Mr. Moulder:

Eleven (11) bids were received for each of the above referenced projects. Abstracts of the bids are attached.

We offer the following comments on the bids received:

1. All bidders submitted the required Bid Bond for each project.
2. No bidder submitted notice of conflicts, errors, ambiguities, or discrepancies for the Phase 2 Bid.
3. One bidder submitted an error or discrepancy in the Phase 1 bid; however, the bidder was not the apparent low bidder and does not affect the outcome of the bid. Upstate Grading did not add the unit price correctly on Item 13. Stone Check Dam, which resulted in an increase of \$12,000.
4. The bids are subject to acceptance for sixty (60) days from the bid date.

Phase 1 Mass Grading Improvements

Based on our review, we believe the lowest responsive bidder for Phase 1 to be Ledford & Parker, Inc. of Hayesville, NC. Their surety company, Granite Re, Inc., is a licensed surety company in the State of South Carolina and meets the South Carolina Code of Law requirement to issue bid, performance and payment bonds. Ledford & Parker has previously completed successful projects of similar nature including the site for Peninsula Point in West Union, SC and subcontracted to Phillips & Jordan on the Echo Hills Phase 1 Site Improvements Project. If the County Council were to select the Phase 1 Mass Grading Improvements project, we believe it is in the best interest of the project to recommend the contract be awarded to Ledford & Parker in the amount of \$264,785.50.

Phase 2 Mass Grading Improvements

Based on our review, we believe the lowest responsive bidder for Phase 2 to be Clary Hood, Inc. of Spartanburg, SC. Their surety company, Liberty Mutual Insurance Company, is a licensed surety company in the State of South Carolina and meets the South Carolina Code of Law requirement to issue bid, performance and payment bonds. Clary Hood has successfully completed similar projects in the upstate including BMW Container Lot (Greer), South Carolina

Mr. Moulder
Oconee Industry and Technology Park
Phase 1 & 2 Mass Grading Improvements
March 2, 2017
Page 2

Inland Port (Greer), Michelin Distribution Center (Woodruff), TTI Distribution Center (Anderson), Michelin Tire (Anderson), Toray Carbon Fiber (Moore) and the Dollar Tree Distribution Center (Cowpens). If the County Council were to select the Phase 2 Mass Grading Improvements project, we believe it is in the best interest of the project to recommend the contract be awarded to Clary Hood, Inc. in the amount of \$2,825,000.00.

With your permission and project selection, we will prepare notice of award and contract documents for execution by Oconee County. We will schedule a corresponding pre-construction conference and execute contracts at that time. If there are any questions, please do not hesitate to contact us.

Sincerely,
THOMAS & HUTTON



Ryan Page, P.E.
Project Manager

Encl: Bid Abstract - Phase 1 Mass Grading
Bid Abstract - Phase 2 Mass Grading Improvements
cc: Mr. Kevin Shoemaker, PE, Thomas & Hutton

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: March 7, 2017

ITEM TITLE:

ITB 16-14 Title: Phase I - Mass Grading Improvements for OITP Dept.: Oconee Economic Alliance Amount: \$291,264.05

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2016-2017 budget process. Finance Approval: 

Budget: 4,000,000 Project Cost: \$291,264.05 Balance: \$3,708,735.95

Funding from 2016A & B Bond, which is for site work, infrastructure, etc., in connection with Oconee Industry and Technology Park.

BACKGROUND DESCRIPTION:

This bid is comprised of two options: Phase I is the early site package to include mass grading on nine acres within the OITP. The project is comprised of clearing, grading, stormwater and erosion control improvements for the nine acre site.

On February 6, 2017, this bid was advertised and emailed to 31 bidders. There were twenty plan holders. On March 1, 2017, sealed bids were opened for this project. Eleven firms submitted bids with Ledford and Parker of Hayesville, NC, submitting the lowest responsive and responsible bid of \$264,785.50 for Phase I only.

ATTACHMENT(S):

1. Bid Tab
2. Recommendation letter from Thomas & Hutton

STAFF RECOMMENDATION:

Contingent upon Council discussion, it is the staff's recommendation that Council (1) approve the award of ITB 16-14 to Ledford and Parker of Hayesville, NC, for Phase I only, Mass Grading Improvements for OITP in the amount of \$291,264.05, which includes a 10% contingency amount; and (2) authorize the County Administrator to approve any change orders within the contingency amount.

Submitted or Prepared By: 
Robyn Courtright, Procurement Director

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

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

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

Bidder	Bakers Construction Services, Inc.	BMCO Construction	Clary Hood	Graham County Land Company	Ledford & Parker	Martin Brothers Construction
Address	Piney Flats, TN	Lumberton, NC	Spartanburg, SC	Robbinsville, NC	Hayesville, NC	Gray Court, SC
Bid Bonds	Yes	Yes	Yes	Yes	Yes	Yes
Addendum 1	Yes	Yes	Yes	Yes	Yes	Yes
Addendum 2	Yes	Yes	Yes	Yes	Yes	Yes
Lump Sum Phase 1	\$429,230.50	\$399,351.50	\$655,706.00	\$299,605.00	\$264,785.50	\$359,176.00
Lump Sum Phase 2	\$4,842,950.35	\$3,975,329.00	\$2,825,000.00	\$3,827,934.50	\$3,704,050.00	\$2,980,000.00
Bidder	Morgan Construction	Plateau Excavation	Richardson Construction	Upstate Grading	Vecellio & Grogan	
Address	Duncan, SC	Austell, GA	Columbia, SC	Inman, SC	Beckley, WV	
Bid Bonds	Yes	Yes	Yes	Yes	Yes	
Addendum 1	Yes	Yes	Yes	Yes	Yes	
Addendum 2	Yes	Yes	Yes	Yes	Yes	
Lump Sum Phase 1	\$386,104.00	\$732,885.86	\$683,160.00	\$572,524.25	\$664,337.00	
Lump Sum Phase 2	\$3,496,515.00	\$3,489,693.80	\$8,249,800.00	\$4,788,718.50	\$4,561,709.00	

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: March 7, 2017

ITEM TITLE:

ITB 16-14 Title: **Phase 2 Mass Grading Improvements for OITP** Dept.: **Oconee Economic Alliance** Amount: **\$3,107,500.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2016-2017 budget process.

Finance Approval:

Adale Price

Budget: **4,000,000**

Project Cost: **\$3,107,500**

Balance: **\$892,500**

Funding from 2016A & B Bond, which is for site work, infrastructure, etc., in connection with Oconee Industry and Technology Park.

BACKGROUND DESCRIPTION:

This bid is comprised of two options: Phase 1 is the early site package to include mass grading on nine acres within the OITP. Phase 2 is for 110 acres within the OITP and it includes clearing, grading, installation of storm drainage, and erosion control improvements for the 110 acres. **Phase 2 includes all the work associated with Phase 1.**

On February 6, 2017, this bid was advertised and emailed to 31 bidders. There were twenty planholders. On March 1, 2017, sealed bids were opened for this project. Eleven firms submitted bids with Clary Hood, Inc., of Spartanburg, SC, submitting the lowest responsive and responsible bid of \$2,825,000 for Phase 2 only.

ATTACHMENT(S):

1. Bid Tab
2. Recommendation letter from Thomas & Hutton

STAFF RECOMMENDATION:

Contingent upon Council discussion, it is the staff's recommendation that Council (1) approve the award of ITB 16-14 to Clary Hood, Inc., of Spartanburg, SC, for Phase 2 only, Mass Grading Improvements for OITP in the amount of \$3,107,500.00, which includes a 10% contingency amount; and (2) authorize the County Administrator to approve any change orders within the contingency amount.

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.

Bidder	Bakers Construction Services, Inc.	BMCO Construction	Clary Hood	Graham County Land Company	Ledford & Parker	Martin Brothers Construction
Address	Piney Flats, TN	Lumberton, NC	Spartanburg, SC	Robbinsville, NC	Hayesville, NC	Gray Court, SC
Bid Bonds	Yes	Yes	Yes	Yes	Yes	Yes
Addendum 1	Yes	Yes	Yes	Yes	Yes	Yes
Addendum 2	Yes	Yes	Yes	Yes	Yes	Yes
Lump Sum Phase 1	\$429,230.50	\$399,151.50	\$655,706.00	\$299,605.00	\$264,785.50	\$359,170.00
Lump Sum Phase 2	\$4,842,950.15	\$3,975,229.00	\$2,825,000.00	\$3,827,934.50	\$3,704,050.00	\$2,980,000.00
Bidder	Morgan Construction	Plateau Excavation	Richardson Construction	Upstate Grading	Vecellio & Grogan	
Address	Duncan, SC	Austell, GA	Columbia, SC	Inman, SC	Beckley, WV	
Bid Bonds	Yes	Yes	Yes	Yes	Yes	
Addendum 1	Yes	Yes	Yes	Yes	Yes	
Addendum 2	Yes	Yes	Yes	Yes	Yes	
Lump Sum Phase 1	\$586,104.00	\$732,885.80	\$683,160.00	\$572,524.25	\$664,337.00	
Lump Sum Phase 2	\$3,496,515.00	\$3,489,693.80	\$8,249,800.00	\$4,788,718.50	\$4,561,709.00	

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: March 7, 2017

ITEM TITLE:

ITB 16-12 Heavy Equipment Rental for OITP Dept: Economic Alliance Amount: \$456,455.02

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2016-2017 budget process.

Finance Approval:



Budget: 4,000,000 **Project Cost:** 456,455.02 **Balance:** 3,543,544.98

Funding from 2016 A & B Bond, which is for site work, infrastructure, etc. in connection with the Oconee Industry and Technology Park.

BACKGROUND DESCRIPTION:

The proposed rental equipment will be used by Oconee County staff for the Phase I Mass Grading improvements at the Oconee Industry & Technology Park located on Hwy 11. The equipment to be rented includes: four 40 ton articulated dump trucks, one crawler/dozer with operating weight of 85,000 lbs. or more, one crawler/dozer with operating weight of 20,000 to 27,000 lbs., two hydraulic excavators with operating weight of 105,000 lbs. or more, two padfoot soil compactors with operating weight of 40,000 lbs. or more and one water truck. Staff is requesting a not to exceed amount of \$456,455.02 to rent equipment necessary to accomplish the grading to prepare the site for Tri County Technical College. This work must be completed by June 30, 2017, so the equipment rental is calculated for a four month period. If equipment is needed for additional grading work at this site, then staff will request a separate approval from Council at that time. Vendors were asked to provide a "month-to-month" rental price, so this rental contract can be continued without having to be re-bid.

SPECIAL CONSIDERATIONS OR CONCERNS:

On December 8, 2016 the County issued ITB 16-12 for Heavy Equipment Rental for OITP to eight vendors. Seven vendors responded to this bid on December 21, 2016, however, not all equipment bid met the specifications of the bid and not all vendors bid on all equipment. May Heavy Equipment of Piedmont, SC, is the recommended vendor for all equipment. The total amount to be spent will not exceed \$456,455.02 without additional Council approval.

ATTACHMENT:

1. Bid Tab

STAFF RECOMMENDATION:

Contingent upon Council discussion, it is the staff's recommendation that Council approve the rental of heavy equipment for OITP to May Heavy Equipment, of Piedmont, SC, in the amount of \$456,455.02.

Submitted or Prepared By: 
Robyn Chartright, Procurement Director

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

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



Oconee County
Council

March 7, 2017

Oconee County Legislative Delegation
10 Short Street
Wallhalla, SC 29691

Re: Boat Taxes

Dear Senator Alexander and Representatives Sandifer and Whitmire:

Like many counties, Oconee County ("County"), faces difficulties in the imposition of taxes on watercraft that are registered out-of-state, but which are operated in the County to such a degree that they should be taxed by the County. The manner in which the law is now written renders it very difficult to identify and impose taxes on such watercraft.

Therefore, on behalf of Oconee County we request that you draft and move through the legislative process a measure that would result in a more effective mechanism for the taxation of those watercraft that should be, but which are not now, taxed in this State. For example, requiring permits for the operation of out-of-state watercraft on waters of this State or requiring different types of registration (to include temporary registration) of all watercraft used on waters of this State, are a couple avenues that could be explored. That said, if there is anything that Oconee County can do to assist you in your efforts, please contact the County Administrator, Scott Moulder, or the County Attorney, David Rout.

We very much appreciate your prompt attention to this important issue.

Edda Cammick
Council Chair
District I

Wayne McCall
District II

Paul Cain
District III

Julian Davis
District IV

J. Glenn Hart
District V

Oconee County
Administrative Offices
615 South Pine Street
Wallhalla, SC 29691

Estie Smith
Clerk to Council
Phone: 864.710.1021
Fax: 864.710.1024
e-mail:
ksmith@oconeesc.com

Edda Cammick
Chairwoman
District I


Wayne McCall
District II

Paul Cain
District III

Julian Davis
District IV

J. Glenn Hart
District V





**Oconee County
Council**

March 7, 2017

Oconee County Legislative Delegation
10 Short St
Walhalla, SC 29691

Re: Distracted Driving

Dear Senator Alexander and Representatives Sandifer and Whitmire:

As we believe you are well aware, texting and the use of cell phones, smart phones, and similar hand-held devices creates undue distractions for persons operating cars, trucks, and other vehicles on streets and highways. These distracted drivers are all too often involved in collisions, resulting in property loss and serious bodily injury. We believe it is in the best interests of the citizens of Oconee County, and indeed all travelers upon the roadways located within the State of South Carolina, to change the laws related to the use of such devices.

Therefore, on behalf of Oconee County we request that you cause to be drafted and moved through the legislative process a measure that would permit the use of mobile phones and other mobile communication devices by drivers of a moving vehicle only when such devices are used in a "hands free" configuration.

If there is anything that Oconee County can do to assist you in your efforts, please contact the County Administrator, Scott Maulder, or the County Attorney, David Root.

We very much appreciate your prompt attention to this important issue.

Edda Cammick
Council Chair
District I

Wayne McCall
District II

Paul Cain
District III

Julian Davis
District IV

J. Glenn Hart
District V

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

Katie Smith
Clerk to Council
Phone: 864.718.1877
Fax: 864.718.1954
Email: ksmith@ococonecountysc.com

Edda Cammick
Chairwoman
District I

Wayne McCall
District II

Paul Cain
District III

Julian Davis
District IV

J. Glenn Hart
District V





Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps (OX-At Large)	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Ernie Cai	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]	Mason Lyles [3]	Ronald Chiles [2]	A. Brightwell [1]	Michael Gray [3]		
Ag. Advisory Board	2016-17	5 - 2	YES	n/a	YES	Jan - March	Debbie Sewell [3]	Doug Hollifield [3]	Michael Marshall [3]	Ed Land [3]	Wade Widdoughby [3]	Kim Alexander [3]	Rex Branton [3]		
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Bette Boreman [1]	Libby Imbody [1]	Mariam Noora [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]	Sammy Lee [2]	Bill Gilster [1]	Marty McKee [2]	John Menzies [3]	Josh Lusk [1]	Charles Morgan [3]		
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - March	George Smith [1]	Matt Rochester [1]	Bob DuBose [2]		Kenneth Owen				
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Shea Airey [2]	Jason Davis [2]	Jennifer Moss [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2]	Frances Rundlett [1]		
Destination Ocoee 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 (members up for reappointment due to initial stagger)	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Libby Imbody [1]; Tony Adams [1]; Janet Gorman [1]			Becky Wise [2], Rick Lacey [2], Mike Wallace [2]			D Pollock [1]		
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. Carter [2, 1-15]			[P(1-17)]; L. Martin [P(1-17)]; A. Suddeth [2]; C. Momsen [3-17]					
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Brad Kisker	Andrew Graming [1]	David Owensby	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhail	Mike Johnson		
Anderson-Ocoee 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)															
Ocoee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV								
Ocoee 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. Camrick (yearly); 2 yr terms Rep: Bob Winchester, Minority Rep: Bonnie Cunningham						Citizen		
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open (Current: B. Dobbins)								

[#] - denotes term, [2] denotes a number who has served one term and less than one half of an additional term making them eligible for one additional appointment. **Ernie Cai (2015-2018)**

[SHADING = reappointment requested - questionnaire on file] Denotes individual who DOES NOT WISH TO BE REAPPOINTED denotes reapp. Requested.

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



Date: March 1, 2017
To: Scott Moulder
Administrator
CC: Amanda Brock

Dear Mr. Brock,

JOSEPH F. SULLIVAN
CENTER

College of Behavioral,
Social and Health Sciences

Clemson University
101 Edwards Hall
Clemson, SC 29634-0742

2017-2018 Academic Year

F: 864-656-2111
T: 864-656-7111
PHF: 864-656-1121

The Joseph F. Sullivan Center has learned there may be an opportunity for us to have telephone access at the Walhalla Health Clinic. This longstanding collaboration with your community has been an important part of our addressing the land grant mission of teaching, service, and research. Our students benefit greatly from opportunities to provide a host of services to a wide social strata of individuals with and without resources. As you may be aware, it is difficult to fund these types of clinics that primarily served the resource challenged individuals in the community.

We are most grateful to the Administrators office for providing the building. We are also grateful to the Board, especially Mr. McCall for recognizing the value of the work we do there and for supporting an ongoing commitment to providing this valuable service.

While we have had varied funding support over the years, our college has granted us the ability to continue even when our resources are much too thin. We are committed to your community and to training future professionals to love the work in these environments. We respectfully appreciate your consideration of telephone access assistance for the Walhalla Clinic.

Gratefully,
Paula J. Watt, PhD, FNP-BC
Paula J. Watt, PhD, FNP-BC
Director



NOTES

BUDGET, FINANCE & ADMINISTRATION COMMITTEE

February 14, 2017

Strategic Planning Meeting Summary and Discussion

The discussion regarding items discussed during the Strategic Planning Retreat held on February 3, 2017 encompassed several items, including but not limited to:

Westminster Magistrate Office

- The Committee recognized that the current Magistrate's Office in Westminster is in poor condition and does not provide adequate space for the needs of the public nor the office staff.

It was the consensus of the Committee to revisit this specific item at a later date, when more information becomes available.

Corridor Planning / Traffic Management

- It was requested that this matter be sent to the Planning Commission for a recommendation to be considered by Council; it was then noted that the Planning Commission had previously reviewed and recommended the adoption of the Corridor Plan.
- Discussion was held regarding traffic issues, driveway variances, parking lot requirements and the general safety and aesthetics of certain high-density areas.

The Committee asked the Administrator to locate a consultant to conduct a traffic flow analysis report for review by the Committee before a final determination is made.

Current Road Approval Process

It was the consensus of the Committee to send this specific item to the Transportation Committee for potential procedural changes and recommendations.

Recreation Funding

- The Committee recognized that a cost analysis hasn't been conducted in several years regarding recreational expenditures for the Cities.

The Committee asked the County Administrator to provide a cost analysis for review and discussion in the near future.

Administrative Management Restructure

- It was to the agreement of the Committee that an Administrative Management Restructure is warranted.

The Committee requested the Administrator and the County Attorney to draft the necessary documents for the creation of a position suitable to suit the needs of the Administration.

Discussion Regarding Possible Funding Options

Ms. Cumnick noted that finding the list of items the Committee discussed was going to take some effort and "thinking outside of the box." She noted that:

1. An accurate estimate for the ADA Compliance upgrades at Chau Ram would be necessary before a decision could be reached regarding this matter;
2. Software upgrades appear to be most urgent in the Register of Deeds Office, the Committee asked Mr. Moulder to perform the due diligence required for Council to make a determination as to what upgrades would be best utilized by the public and the department; and
3. The requested Management Restructure plan presented by Mr. Moulder was generally agreed upon, and Ms. Cumnick asked Mr. Moulder and County Attorney Mr. Root to begin the necessary steps to present the Position description to Council in the near future.

FY 2017-2018 Budget Process Discussion

Mr. Moulder gave the Committee the draft FY2018 DeKalb County Administrator's Recommended Budget for their review.

The next Budget, Finance, & Administration Committee is Tuesday, May 9, 2017 at 5:30 p.m.



NOTES
REAL ESTATE, FACILITIES & LAND MANAGEMENT
COMMITTEE MEETING
February 14, 2017

Update on Oakway Intermediate School

Ms. Terry Swain addressed the Committee highlighting possibilities for use pertaining to the former Oakway Intermediate School:

- expanding recreational activities including volleyball, softball, baseball and soccer.
- potential Child Care Center
- possibly of establishing a K-9 training facility for the Oconee County Sheriff's Office
- Upstate Heritage Quilt Trail
- Fire Department meeting and training areas
- local church interest.

No action was taken by the Committee on this matter.

Nicholas Gambrell presenting Farmstead at the Oakway School

Mr. Gambrell provided the Committee with a PowerPoint presentation regarding The Foothills Farmstead and what services could be offered to include:

- learning environment for school field trips
- tractor shows
- heritage festivals
- a venue for traditional music shows
- Blacksmithing
- potential wedding venue.

No action was taken by the Committee on this matter.

Bountyland Fire Substation / Follow Up

Mr. Moulder briefly updated the Committee regarding progress on the Bountyland Fire Substation. The County has completed the due diligence, and has finalized the ownership transaction with the School District of Oconee County, and that J. Davis Construction has been awarded the design and construction bid. Additionally, he informed the committee that a traffic study had been completed to address concerns regarding potential issues at the Hamilton Career Center.

No action was requested of the Committee on this matter.

FARM Center Operations – discussion re: TMS 252-00-02-003

Mr. Stanley Gibson, Chair of the Foothills Agriculture, Research and Marketing (FARM) Center, addressed the Committee highlighting the FARM Center's funding requirements:

- traffic impact study and site plan engineering;
- longer-term use and operations agreement with the County;
- and use for the September, 2017 Carolina Foothills Heritage Fair, driveways must be installed and gravel applied.
- discussion regarding the SC Department of Transportation Encroachment Permit process.
- relocation of usable structures at a former Carolina Foothills Heritage Fair site

Further discussion took place regarding potential funding sources for engineering and construction plans, as well as the building of the FARM Center itself.

Mr. Moulder suggested the possibility of utilizing C-Funds to assist in funding needs, and asked the Committee to consider the possible amount of funding the County would be committed to allocating should the C-Fund moneys fall short of the necessary amount.

No action was taken by the Committee on this matter.

Review/discussion of Davis and Floyd Engineering proposal for Ag Property

Mr. Moulder discussed with the Committee an engineering proposal from Davis & Floyd Engineers regarding the specific tasks and the timeline associated to each task outlined. Mr. Moulder stated that the County could proceed with the SC Department of Transportation Encroachment Permit process given Mr.

Gibson's previous items, and could, with Council approval, potentially have County personnel begin the necessary site work outside of the Right-of-Way should the Committee deem fit.

No action was taken by the Committee on this matter.

Trees at Pine Street – update (per Mr. Moulder's request)

Mr. Moulder briefly updated the Committee about the need to have several trees removed from the Oconee County Administrative Offices. Only diseased or severely damaged trees are to be removed, he stated.

No action was requested of the Committee on this matter.

The next Real Estate, Facilities & Land Management Committee is scheduled for Tuesday, May 9, 2017 at 5:30 p.m. to be held immediately following the Budget, Finance & Administration Committee Meeting.

Katie Smith

From: Katie Smith
Sent: Friday, February 10, 2017 12:53 PM
To: rlassadnrg@upstatetoday.com; Katie Smith
Cc: Amanda Brock
Subject: RE: Public Hearing Ad Request

PLEASE RUN IN THE NEXT EDITION OF YOUR PUBLICATION. PLEASE RESPOND TO THIS EMAIL TO CONFIRM RECEIPT.

"Notice of Public Hearing

There will be a public hearing on March 7, 2017 at 6pm in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

ORDINANCE 2016-32

AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF UTILITY CONSTRUCTION ALONG HIGHWAY 59, NEAR THE INTERSECTION OF HIGHWAY 59 AND FELTMAN ROAD ADJACENT TO THE GOLDEN CORNER COMMERCE PARK; AND OTHER MATTERS RELATED THERETO."

**Please confirm receipt of this email by way of reply.
Best Regards,**

Katie

**Katie D. Smith
Clerk to Council**

Oconee County
415 S. Pine St. Waihele
864.718.1023
Ex. 864.718.1024
ksmith@oconeesc.com

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From: [Katie Smith](#)
To: katie.smith@oconeecounty.com; [Katie Smith](#)
Cc: [America Brook](#)
Subject: RE: Public Hearing Ad Request
Date: Friday, February 10, 2017 12:30:28 PM

**PLEASE RUN IN THE NEXT EDITION OF YOUR PUBLICATION. PLEASE
RESPOND TO THIS EMAIL TO CONFIRM RECEIPT.**

"Notice of Public Hearing

**There will be a public hearing on March 7, 2017 at 6pm in Oconee
County Council Chambers located at 415 South Pine Street,
Walhalla, SC 29691 for the following ordinance.**

ORDINANCE 2016-42

ORDINANCE AUTHORIZING THE
EXECUTION AND DELIVERY OF A FEE
AGREEMENT BY AND BETWEEN OCONEE
COUNTY, SOUTH CAROLINA AND PROJECT
GOGGLES PROVIDING FOR A PAYMENT OF
A FEE IN LIEU OF TAXES AND OTHER
MATTERS RELATED THERETO."

Katie D. Smith
Clerk to Council
Oconee County
415 S. Pine St. Walhalla
864.718.1023
Ex. 864.718.1024

ksmith@oroneesc.com

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Katie Smith

From: Katie Smith
Sent: Monday, February 13, 2017 11:28 AM
To: 'classadmgr@upstatetoday.com'
Subject: RE: Classified Ad# 21405 Confirmation

Looks good. Thank you!

Katie D. Smith
Clerk to Council
Oconee County
415 S. Pine St. Walhalla
864.718.1023
fx. 864.718.1024
ksmith@oconeesc.com

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From: classadmgr@upstatetoday.com [mailto:classadmgr@upstatetoday.com]
Sent: Monday, February 13, 2017 10:19 AM
To: Katie Smith
Subject: Classified Ad# 21405 Confirmation

Good morning Katie! Please let me know if this looks ok:

THE JOURNAL

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NOTICE OF PUBLIC HEARING
There will be a public hearing on
March 7, 2017 at 6pm in Oconee
County Council Chambers located at
415 South Pine Street, Walhalla, SC
29691 for the following ordinance.
ORDINANCE 2016-42
ORDINANCE AUTHORIZING THE
EXECUTION AND DELIVERY OF A
FEE AGREEMENT BY AND BE-
TWEEN OCONEE COUNTY,
SOUTH CAROLINA AND PROJECT
GOGGLES PROVIDING FOR A
PAYMENT OF A FEE IN LIEU OF
TAXES AND OTHER MATTERS
RELATED THERETO.

property shall be reviewed, to sale on the best available date. Neither the Plaintiff nor its counsel make representations as to the integrity of the title or the fair market value of the property offered for sale. Prior to bidding you may wish to review the current state law or seek the advice of any attorney licensed in South Carolina. Pursuant to Section 2419(2) Title 28, United States Code, this property will be sold subject to the applicable right of redemption of the United States of America.

Beverly H. Whitfield
 Clerk of Court for Oconee County
 Scott and Corley, P.A.
 Attorney for Plaintiff

NOTICE OF PUBLIC HEARING
 There will be a public hearing on March 7, 2017 at 6pm in Oconee County Council Chambers located at 415 South Pine Street, Wadega, SC 29691 for the following ordinance:
ORDINANCE 2016-42
 ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT SOGGLES PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES AND OTHER MATTERS RELATED THERETO.

THE OCONEE COUNTY BOARD OF Zoning Appeals will conduct a public hearing on Monday, February 27th, 2017 at 6:00 p.m. in the Council Chambers of the County Administrative Complex, 415 S. Pine Street, Wadega, SC 29691. THERE ARE FOUR CASES SCHEDULED. The first applicant, Whistling Academy, is requesting approval to expand a Group residential facility as a Special Exception outlined in Chapter 32 of the Oconee County Code of Ordinances, specifically at 195 Brans Lake Road, Mountain Rest, SC, 29664 (TMS# 090-00-11-018). The second applicant, AgPro Companies, is requesting a variance from entrance requirements for billboards and other commercial signs, outlined in Chapter 32 of the Oconee County Code of Ordinances, specifically at 2050 Sandlar Boulevard, Seneca, SC 29678 (TMS# 282-00-01-018). The third applicant, Net Cores, SC, LLC, is requesting approval to construct a Communication tower as a Special Exception outlined in Chapter 32 of the Oconee County Code of Ordinances, specifically at 150 Jefferson Road, West Union, SC 29686 (TMS# 177-00-00-022).

864.885.0667
 1535 Blue Ridge Blvd. Seneca, SC

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COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

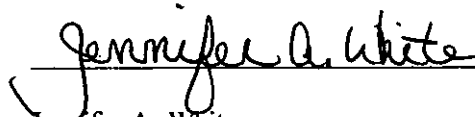
IN RE: Notice of Public Hearing - 3/7/17

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 02/14/2017 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
02/14/2017



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

**JENNIFER A WHITE
NOTARY PUBLIC
State of South Carolina
My Commission Expires July 1, 2024**