



# **A M E N D E D A G E N D A**

## **OCONEE COUNTY COUNCIL MEETING**

### **March 21, 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**

- March 7, 2017 Regular Meeting

#### **Administrator Report & Agenda Summary**

#### **Proclamation 2017-02**

PROCLAMATION 2017-02 HONORING MR. C.W. "BOZO" RICHARDS

#### **Public Hearings for 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."

#### **Third Reading of the Following Ordinances**

**Ordinance 2016-42**

*[see caption above]*

#### **Second Reading of the Following Ordinances**

**Ordinance 2016-41** "AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE ADDITION OF AGRICULTURAL ZONING DISTRICTS, AMENDING AN EXISTING ZONING DISTRICT, AND AMENDING THE CONDITIONAL USES PROVISIONS CONTAINED IN CHAPTER 38; AND OTHER MATTERS RELATED THERETO."

#### **First Reading of the Following Ordinances**

**Ordinance 2017-07** "AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO THE SCHOOL DISTRICT OF OCONEE COUNTY FOR OPERATION OF A SEWER SERVICE LINE AT THE FORMER OAKWAY INTERMEDIATE SCHOOL; AND OTHER MATTERS RELATED THERETO."

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

## Discussion Regarding Action Items

**PRT Commission-Local ATAX Recommendations / Spring 2017 Cycle / \$88,500**

Request approval of local ATAX recommendations per the attached spreadsheet.

**Discussion of Extension of Due Diligence Period for Former Courthouse Renovation**

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

**Board of Zoning Appeals**.....Districts II

**Building Codes Appeal Board**.....District IV and 1 At Large Seat

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

*[None scheduled.]*

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

Discussion of the sewer at Golden Corner Commerce Park and future sewer down I-85

**Council Committee Reports**

*[None scheduled.]*

## Executive Session

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

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

*[1] discussion regarding an Economic Development matter, Project Entry.*

*[2] receive legal advice and discuss contractual matter related to the Oconee Workforce Development Center*

*[3] receive legal advice relating to potential claim(s) regarding Pioneer Rural Water District's water treatment facilities*

## Adjourn

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

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

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



**MINUTES**  
**OCONEE COUNTY COUNCIL MEETING**  
**Regular Meeting**  
**March 7, 2017**

**MEMBERS, OCONEE COUNTY COUNCIL**  
Mr. Paul Cain, District III  
Mr. Wayne McCall, District II  
Ms. Edda Cammick, Chairwoman, District I  
Mr. Julian Davis III, Vice Chair, District IV  
Mr. Glenn Hart, Chair Pro Tem, District V

Oconee County Council met at 6:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC with all Council Members, County Administrator Scott Moulder, County Attorney David Root, Public Information Officer Amanda Brock, and Katie D. Smith, Clerk to Council present.

**Press:** Pursuant to the Freedom of Information Act, notice of the meeting, date, time, place of meeting and agenda were posted on the bulletin board at the County Administrative Offices, 415 South Pine Street, Walhalla, SC, and the County Council website [[www.oconeesc.com/council](http://www.oconeesc.com/council)]. In addition it was made available *upon request* to the newspapers, radio stations, television stations and concerned citizens.

Members of the press present: Ray Chandler / Anderson Independent & Stephen Bradley / Daily Journal.

**Call to Order**

Ms. Cammick called the meeting to order at 6:00 p.m.

**Public Comment Session**

Mr. Luther Lyle addressed Council regarding the cancelling of the Scenic Highway Committee. He stated he spoke with members of Administration and they cleared the information up for him.

Ms. Jean Jennings addressed Council regarding the SC Retirement Fund, Bill H3726.

Mr. Jerry Barnett addressed Council regarding the Constitution, the bidding process with grading work, and renting equipment.

Mr. Buzz Williams addressed Council regarding the Scenic Highway Committee. He suggested keeping the Committee open and he would be willing to volunteer to serve.

**County Council Response to Public Comment**

None at this meeting.

**Moment of Silence**

Ms. Cammick asked for a moment of silence prior the Invocation by the County Chaplain.

**Invocation by County Council Chaplain:**

Mr. Root, County Council Chaplain, gave the invocation.

**Pledge of Allegiance:**

Mr. Cain led the Pledge of Allegiance to the Flag of the United States of America.

**Approval of Minutes:**

Mr. Cain made a motion, seconded by Mr. Hart, approved 5 – 0 to approve the February 21, 2017 Regular Meeting minutes as presented.

**Administrator’s Report & Agenda Summary**

Mr. Moulder briefly reviewed with Council and for the public’s benefit specifics related to the following matters before Council at this meeting:

- Public Hearing for Ordinance Ordinance 2016-32
- Third and Final Reading of Ordinance: 2016-32
- Second Reading of Ordinance: 2016-42
- First Reading of Ordinance: 2017-06
- Boat Taxes
- Distracted Driving
- Related to the ITB 16-14 Phase 1 and Phase 2 Mass Grading Improvements for Oconee Economic Alliance / OITP and the purchase of Heavy Equipment Rental for OITP for Oconee Economic Alliance, Mr. Moulder relayed that Council could legally discuss all three (3) items as they were all related to one action to be determined with each action contingent on the votes on the other items.
- Board/Commission Appointments
- Council Committee reports

**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.”

There were no written or oral comments received regarding Ordinance 2017-04. Noting that no citizens signed up to address Council; Ms. Cammick opened the floor for any citizen wishing to address Council regarding this ordinance. No citizen addressed Council.

**Third & Final Reading of the Following Ordinances**

**Ordinance 2016-32 [Captioned above]**

Mr. Davis made a motion, seconded by Mr. Hart, approved 5 – 0, to approve Ordinance 2016-32.

**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.”

Mr. Davis made a motion, seconded by Mr. Hart, approved 5 -0, to approve Ordinance 2016-42.

## **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."

Mr. Cain made a motion, seconded by Mr. Davis, approved 5 – 0, to amend agenda and remove Ordinance 2017-06 and send to Planning and Economic Development Committee on March 14, 2017 for discussion.

## **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 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.

Mr. Cain made a motion, seconded by Mr. Davis to approve the purchase of one (1) Commercial Cab Fire Engine for the Fire Services, the motion failed, 2 – 3, [Ms. Cammick, Mr. Hart, and Mr. McCall opposed]. Lengthy discussion followed to include but not limited to:

- Refurbishing the fire truck
- Age of the fire truck
- Mileage
- Reconditioning
- Solicit more bids
- Specs of the truck

Mr. Charlie King addressed Council regarding the specs on the fire apparatus and stated this comes from the input of the station and what they feel is needed to fit the needs of their district.

**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.

Mr. Cain made a motion, seconded by Mr. Davis, approved 5 – 0, to discuss the Approval of ITB 16-14, Phase I, ITB 16-14 Phase 2, and purchase of Heavy Equipment. Lengthy discussion followed to include but not limited to:

- Construction of site and parking lot
- Improvements on Hwy 11
- County's contribution would be grading; school contribution would be building
- Contingency fund
- Wetlands on the area
- Millage

Ryan Page addressed Council regarding wetlands. He stated there are no wetlands where the graded areas are. There are wetlands on the site toward Coneross Creek.

Discussion followed to include:

- SC Retirement
- Duke Power Contribution
- SDOC
- Pension fund
- Tri-County Technical College campus
- Hamilton Career Center
- Bond Approval

Mr. Blackwell addressed Council regarding recommendations for Phase I and Phase 2. Phase I for the cost is for the Tri-County Technical College portion but the road infrastructure would need to be approved through a grant but does not include utilities. Phase 2 includes Hamilton Career Center, Adult Education, the parking lot, utilities, road, etc. Mr. Page addressed Council regarding the different cost between Phase I and Phase 2. Additional cut is required in the overall plan where the roadways lie and with utilities installation.

Mr. Blackwell stated a campus that would include a Tri-County Technical College campus, a 2 year educational institution, a vocational school for high school students, and Adult Education inside an

industrial park does not exist in SC.

Additional discussion followed.

Mr. Davis made a motion, seconded by Mr. Cain, to amend Mr. Cain's motion to approve the ITB 16-14 Phase 2 Mass Grading and reject the approval of ITB 16-14 Phase I and reject purchase of Heavy Equipment Rental, approved 4 – 1 as amended [Mr. McCall opposed].

#### **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.

Mr. McCall made a motion, seconded by Mr. Hart, approved 5 – 0, to approve the Boat Taxes letter.

#### **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.

Mr. McCall made a motion, seconded by Mr. Hart, approved 5 – 0, to approve the Hands Free letter.

#### **Board & Commission Appointments**

##### **Board of Zoning Appeals**

Mr. Davis made a nomination, approved 5 – 0, to reappoint Mr. Marty McKee as the District V representative on the Board of Zoning Appeals.

##### **Building Codes Appeal Board**

No nominations were made.

##### **Scenic Highway Committee**

No nominations were made.

##### **Old / Unfinished Business:**

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]

Mr. McCall made a motion, seconded by Mr. Hart, approved 5 – 0, to fund the installation and monthly costs for a FAX and telephone line at the former Health Department Building, for Clemson University's Joseph F. Sullivan Center [Health Clinic].

Mr. Hart made a motion, seconded by Mr. McCall, approved 5 – 0, for the reconsideration of the purchase of one (1) Commercial Cab Fire Engine for the Fire Services division in the amount of \$398,529.00, as discussed earlier in the meeting.

Brief discussion followed.

Mr. Davis made a motion, seconded by Mr. Cain, approved 5 – 0, to purchase of the Commercial Cab Fire Engine as reflected as the first Action Item on the agenda for Council consideration.

**New Business:**

None at this meeting.

**Council Committee Reports:**

Ms. Cammick read from a prepared statement [copy filed with these minutes] outlining the discussions held at the February 14, 2017 Budget, Finance & Administration Committee meeting.

Mr. Moulder requested Council to consider meeting in mid-April before the next Budget, Finance & Administration Committee meeting, which is scheduled for May 9, 2017.

Mr. Davis read from a prepared statement [copy filed with these minutes] outlining the discussions held at the February 14, 2017 Real Estate, Facilities & Land Management Committee.

**Executive Session:**

Mr. McCall made a motion, seconded by Mr. Davis, approved 5 – 0 to enter into Executive Session 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.*

Council entered Executive Session at 7:36 p.m.

Council returned from Executive Session at 8:03 p.m. on a motion made by Mr. Davis, seconded by Mr. Cain, approved 5 – 0.

Ms. Cammick stated that no action was taken in Executive Session.

Ms. Cammick acknowledged Mr. Root's birthday and Council sang "Happy Birthday" to Mr. Root.



**Adjourn**

Mr. Davis made a motion, approved unanimously 5 – 0, to adjourn at 8:04 p.m.

Respectfully Submitted:

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Katie D. Smith  
Clerk to Council

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**PROCLAMATION P2017-02**

**A PROCLAMATION HONORING MR. CHARLES W. “BOZO” RICHARDS**

**WHEREAS**, Mr. Richards was born on December 29, 1931 in Rumford, ME;

**WHEREAS**, Mr. Richards passed away on February 2, 2017 surrounded by his family;

**WHEREAS**, Mr. Richards earned a Bachelor of Science degree in Printing Management;

**WHEREAS**, Mr. Richards served in the U.S. Army in the 86<sup>th</sup> Infantry Regiment of the Airborne Corps;

**WHEREAS**, Mr. Richards wed Ruth “Molly” Ruby on June 6, 1953. Ms. Richards passed away in October 2006;

**WHEREAS**, Mr. Richards made a professional career in the paper industry and retired from Midtec Paper Corporation as Vice President of Sales at the age of 63, at which time he moved to Oconee County, SC with his wife.

**WHEREAS**, Mr. Richards was active in Oconee County politics and was the campaign manager for his longtime friend Mr. Wayne McCall;

**WHEREAS**, Mr. Richards served as a multi-term member of the Oconee County Planning Commission;

**WHEREAS**, Mr. Richards is survived by his children C.W. “Richie” Richards and Amy Marshall and his grandchildren;

**THEREFORE**, Oconee County Council wish to acknowledge Charles W. “Bozo” Richards for his accomplishments.

**APPROVED AND ADOPTED** this 21<sup>st</sup> day of March, 2017.

OCONEE COUNTY, SOUTH CAROLINA

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Mr. Wayne McCall  
Oconee County Council  
Oconee County, South Carolina

ATTEST:

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

**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 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 (5<sup>th</sup>) year following the year of execution of the Fee Agreement; and

WHEREAS, the Company has requested that the County provide a special source credit of 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.

2016-42

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 Company 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").

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, apparati, 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) 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 (5<sup>th</sup>) year after the year of execution of the Fee Agreement; and the County agrees to employ 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 attached hereto as Exhibit "A" 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.** The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chair of County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form as Exhibit "A" now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

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

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

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

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

Passed and approved this \_\_\_ day of \_\_\_\_\_, 2017

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Edda Cammick, Chairwoman 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: March 21, 2017  
Third Reading: March 21, 2017

2016-42

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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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 (19<sup>th</sup>) year following the first year in which each Phase is placed in service, unless sooner terminated as herein permitted; provided that, if at the expiration of the term of this Agreement payment of all FILOT Payments under this Section 4.01 relating to the operation of the Project during such term have not been made, such term shall expire on such later date as such payments shall have been made in full or so provided for; provided, further; that such extension of

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

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

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



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

Section 4.2 Cost of Completion. In the event that the cost of completion of the Project has not exceeded \$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

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
**ORDINANCE NO. 2016-41**

AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE ADDITION OF AGRICULTURAL ZONING DISTRICTS, AMENDING AN EXISTING ZONING DISTRICT, AND AMENDING THE CONDITIONAL USE PROVISIONS CONTAINED IN CHAPTER 38; AND OTHER MATTERS RELATED THERETO.

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

**WHEREAS**, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "Code of Ordinances"), as amended; and,

**WHEREAS**, the County is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and,

**WHEREAS**, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, the Agricultural District sections of Chapter 38 of the Code of Ordinances, as to the creation of two additional Agricultural Districts (AD-5 and AD-50) and the revision of Agriculture District (AD) and the requirements thereof; and

**WHEREAS**, County Council has therefore determined to modify Chapter 38 of the Code of Ordinances, and to affirm and preserve all other provisions of the Code of Ordinances not specifically or by implication amended hereby.

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

1. Section 38-10.6 (AD) of the Code of Ordinances is restated as Section 38-10.6.1.



2. Section 38-10.6.2 and Section 38-10.6.3 of the Code of Ordinances, entitled *Agriculture District 5 (AD-5) and Agriculture District 50 (AD-50)*, including *Definition and Intent*, are hereby created to read as set forth in Attachment A, which is attached hereto and incorporated herein by reference.

3. Section 38-5.18 through Section 38-5.24 of the Code of Ordinances are hereby created to read as set forth in Attachment C, in order to add Conditional uses to the Zoning Use Matrix and add additional conditions to land uses to be found within the *Agriculture District (AD), Agriculture District 5 (AD-5) and Agriculture District 50*.

4. The Zoning Use Matrix found in Section 38 is hereby amended to read as set forth in Attachment B, which is attached hereto and incorporated herein by reference.

5. The "Official Zoning Map, Oconee County, South Carolina" will be updated as necessary and appropriate. *See O.C. Code 38-3.1*.

6. County Council hereby declares and establishes its legislative intent that Attachments A, B, and C, hereto, as may be amended from time to time, become the applicable zoning provisions of the County, or part thereof, with regard to the sections amended by Attachments A, B, and C, from and after their adoption; states its intent to so adopt Attachments A, B, and C; and, directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and Section 4-9-130, South Carolina Code, 1976, as amended.

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

8. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the Attachments hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

9. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force and effect.

10. This Ordinance shall take effect and be in full force and effect from and after third (3<sup>rd</sup>) reading and enactment by County Council, and will apply to all zoning processes initiated after first (1<sup>st</sup>) reading hereof. All processes actually initiated by submitting a properly and legally completed petition to the County, at a minimum, prior to first (1<sup>st</sup>) reading of this ordinance and the establishment of the pending ordinance doctrine thereby, shall be completed under the zoning rules and regulations of Chapter 38 of the Code of Ordinances, as in effect prior to final adoption of this ordinance.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**ATTEST:**

\_\_\_\_\_  
Katie Smith,  
Clerk to Oconee County Council

\_\_\_\_\_  
Edda Cammick, Chair  
Oconee County Council

First Reading: December 20, 2016

Second Reading: March 21, 2017

Public Hearing: \_\_\_\_\_

Third Reading: \_\_\_\_\_

**ATTACHMENT A**  
**To Ordinance 2016-41**  
**Creation of Section 38-10.6.2 and Section 38-10.6.3**  
**Of the Oconee County Code of Ordinances**

Sec. 38-10.6.2 - Agriculture district 5 (AD-5).

Title: Agriculture district 5.

Definition: Those areas that have traditionally been and continue to be significantly intertwined with agricultural activity and production.

Intent: To facilitate the protection of farm land while allowing sufficient latitude for reasonable development opportunities that enhance the welfare of area residents without imposing negative impacts on agricultural activities.

Dimensional requirements:\*

Agricultural and Residential Uses	Density and Lot Size		Minimum Yard Requirements			Maximum Non-Agricultural Building Area	
	Min. Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	
	5 acres (217,800 sf)	1 dwelling per 5 acres*	100	35	10	20	10% of Total Lot Area
Non-Agricultural and Non-residential Uses	Minimum Lot Size		Minimum Yard Requirements			Maximum Non-Agricultural and Non-Residential Building Area	
	Min. Lot Size	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	50% of Total Lot Area	
	5 acres (217,800 sf)	100	35	10	20		

\*Dwellings dedicated to housing farm employees shall be excluded in calculating maximum density.

Sec. 38-10.6.3 - Agriculture district (AD-50).

Title: Agriculture district 50.

Definition: Those areas in which agriculture has traditionally, and continues to, be a dominant factor in both the economic prosperity and lifestyle of residents.

Intent: To protect and promote the sustainability of agriculture in Oconee County by limiting the negative impacts resulting from non-agricultural activities on the remaining concentration of prime farm lands.

Dimensional requirements:\*

Agricultural and Residential Uses	Density and Lot Size		Minimum Yard Requirements			Maximum Non-Agricultural Building Area	
	Min. Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	
	50 acres (2,178,000 sf)	1 dwelling per 25 acres*	100	100	250	250	10% of Total Lot Area
Non-Agricultural and Non-residential Uses	Minimum Lot Size		Minimum Yard Requirements			Maximum Non-Agricultural and Non-Residential Building Area	
	Min. Lot Size		Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	50% of Total Lot Area
	50 Acres (2,178,000 sf)		100	100	250	250	

\*Dwellings dedicated to housing farm employees shall be excluded in calculating maximum density.

All parcels of record duly recorded in the Oconee County Register of Deeds office on or before [enter date of adoption of this amendment] may be subdivided to create one non-conforming lot, provided resulting parcels conform with all minimum width and setback standards. The Planning Commission may for good cause approve additional subdivisions for bona fide family transfers.

ATTACHMENT B  
To Ordinance 2016-41

Zoning Use Matrix

Uses	TRD	AD	AD 5	AD 50	ARD	CD	RRD	PR LD	RD	LRD	CCD	HCD	ID	MUD
Zoning Use Matrix														
Agricultural production, crops, livestock, and poultry	P	P	P	P	X	P	P	X	X	X	X	X	X	X
Agricultural production, crops, livestock, and poultry (excluding commercial chicken houses, commercial hog parlors, and commercial feed lots)	P	P	P	X	P	P	P	X	P	X	P	P	P	X
Agricultural support services- veterinarians, kennels, feed/seeds, supply stores, implements, etc.	P	P	C	C	P	X	P	X	X	X	P	P	P	X
Air strips	S	S	X	X	X	X	S	X	X	X	X	S	S	X
Auction houses	P	P	C	X	S	X	P	X	X	X	P	P	X	C
Auditorium/Indoor Public Assembly	P	S	X	X	X	X	X	X	X	X	P	P	X	X
Bed and Breakfast Inns	P	C	C	X	P	S	P	X	S	S	C	P	X	X
Building and Trade Contractors, including materials and supply uses	P	P	X	X	S	X	X	X	X	X	P	P	P	P
Cemeteries and accessory uses	P	P	P	X	P	P	P	X	P	X	C	P	P	P

Civic, fraternal, professional, and political organizations	P	P	X	X	P	X	P	X	S	X	P	P	X	P
Commercial Fishing, Hunting and Trapping	P	P	P	P	S	S	S	S	X	X	X	X	X	X
Communications towers	S	S	S	S	S	S	S	S	X	X	S	S	S	S
Conservation subdivisions	C	C	X	X	C	S	C	X	C	C	X	C	X	C
Convenience stores (excluding motor vehicle services)	P	S	X	X	S	X	S	X	X	X	P	P	P	P
Correctional facilities and half-way houses	X	X	X	X	X	X	X	X	X	X	X	X	S	X
Day Care Facilities (all ages)	P	X	X	X	S	X	S	X	S	S	P	P	X	S
Distribution and other Warehouses	P	C	C	C	X	X	X	X	X	X	S	P	P	S
Educational buildings, and Research Facilities (all types)	S	S	S	S	X	S	S	P	S	X	P	P	P	S
Emergency services	P	P	P	P	P	X	P	X	P	P	P	P	P	P
Farm and roadside markets	P	P	P	P	P	P	P	P	X	X	P	P	X	X
Financial Services	P	X	X	X	X	X	X	X	X	X	P	P	X	P
Forestry/Silviculture	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Fuel supply services	X	P	X	X	X	X	X	X	X	X	S	P	P	S
Funeral homes and services	X	X	X	X	X	X	X	X	X	X	P	P	X	P
Golf courses, country clubs, driving ranges	S	X	S	X	S	X	X	X	P	P	X	P	X	X

Government buildings (excluding correctional facilities)	P	S	S	X	X	S	P	P	P	X	P	P	P	P
Group Homes	S	X	X	X	S	X	S	S	S	X	X	X	X	S
Greenhouses, nurseries, and landscape commercial services	P	P	P	P	P	S	P	X	X	X	P	P	P	P
Gun and Archery clubs and shooting ranges	S	P	S	P	X	S	S	X	X	X	X	S	X	X
Health care services, service retail, and emergency short term shelters	P	S	S	S	S	X	P	X	X	X	P	P	X	P
Home occupations and businesses	C	P	P	P	C	C	C	X	C	C	C	C	X	C
Hotels, Motels, and Inns	S	X	X	X	X	X	X	X	X	X	P	P	X	X
Laundry Mats	P	X	X	X	P	X	X	X	X	X	P	P	X	P
Laundry and dry cleaning services	P	P	X	X	X	X	X	X	X	X	P	P	X	S
Light Manufacturing	P	C	C	C	X	X	X	X	X	X	S	P	P	S
Liquor stores and bars	X	X	X	X	X	X	X	X	X	X	S	S	X	S
Lumber and saw mills (permanent)	P	P	X	S	X	X	X	X	X	X	X	X	P	X
Lumber and saw mills (portable)	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Manufactured Home Dealer	X	X	X	X	X	X	X	X	X	X	X	P	P	X
Heavy Manufacturing	X	X	X	X	X	X	X	X	X	X	X	S	P	X

Marinas	S	S	X	X	S	X	S	S	S	S	S	P	P	P	X
Mini-storage or mini-warehouses	X	X	X	X	X	X	X	X	X	X	X	P	P	P	X
Mining	S	S	X	X	X	X	X	X	X	X	X	X	X	X	X
Mixed-Use Buildings and parcels	P	C	C	C	X	X	P	X	S	X	P	P	X	P	
Motor vehicle parking and garages (as a principal business-use)	X	X	X	X	X	X	X	X	X	X	P	P	P	X	
Motor vehicle sales and rental	S	X	X	X	X	X	X	X	X	X	P	P	P	X	
Motor vehicle services and repair	P	P	X	X	P	X	X	X	X	X	C	P	P	C	
Motor vehicle services and gas stations (excluding truck stops)	P	C	C	C	X	X	P	X	X	X	P	P	P	P	
Movie theater	P	X	X	X	X	X	X	X	X	X	S	P	X	X	
Multi-family residential development (structures containing 5 or more residential units)	P	X	X	X	S	X	X	X	S	S	S	P	X	S	
Multi-family residential development (structures containing no more than 4 residential units)	P	X	X	X	S	X	X	X	P	S	S	S	X	P	
Museums, cultural centers, historical sites, sightseeing, and similar institutions	P	P	C	C	P	S	P	P	P	X	P	P	X	P	



Office uses, general	P	X	X	X	X	X	X	X	S	X	P	P	X	P
Outdoor Retail	P	P	P	X	P	X	P	X	X	X	P	P	X	C
Places of worship	P	P	P	P	P	P	P	P	P	P	P	P	S	P
Public, Private, and Commercial parks and recreation, camping or social facilities	P	P	C	X	P	S	P	P	P	S	P	P	X	X
Public and private utilities	P	P	P	P	P	P	P	P	X	X	P	P	P	P
Railroad stations	P	X	X	X	X	X	X	X	X	X	P	P	P	X
Residential care facilities	S	X	X	X	X	X	S	X	S	X	P	P	X	S
Restaurants (up to 2,500 square feet)	C	P	C	C	S	X	C	X	X	X	P	P	S	P
Restaurants (greater than 2,500 square feet)	S	S	S	X	X	X	S	X	X	X	P	P	S	S
Retail uses (up to 5,000 square feet)	P	S	S	X	S	X	P	X	X	X	P	P	P	P
Retail uses (5,000—50,000 square feet)	S	X	X	X	X	X	S	X	X	X	X	P	P	S
Retail uses (greater than 50,000 square feet)	X	X	X	X	X	X	X	X	X	X	X	P	S	X
Roadside Stands	P	P	P	P	P	P	P	X	P	P	P	P	P	P
Salvage yard, Junkyard, and Recycling Operations	S	S	S	X	X	X	X	X	X	X	X	X	P	X
Single-family detached residential	P	P	P	P	P	P	P	X	P	P	P	P	X	P

Single-family subdivisions (10 units or less)	P	S	X	X	P	X	P	X	P	P	P	X	X	P
Single-family subdivisions (more than 10 units)	S	X	X	X	X	X	X	X	P	P	S	X	X	S
Solid waste landfill and Waste Management Services; (excluding hazardous waste)	S	X	X	X	X	X	X	X	X	X	X	X	S	X
Taxidermy, slaughter houses and wild game processing	P	P	P	P	S	S	P	X	X	X	S	S	X	X
Waste management services (excluding hazardous waste)	S	X	X	X	X	X	X	X	X	X	X	X	P	X

X—Not permitted

P—Permitted

C—Conditional use - permitted if conditions are met

S—Special exception - approved by Board of Zoning Appeals

(Ord. No. 2012-14, § 1, 5-15-2012)

ATTACHMENT C  
To Ordinance 2016-41

ARTICLE 5. - CONDITIONAL USES

Sec. 38-5.0. - [Use.]

The standards listed in this section shall be applied in addition to any and all zoning district requirements applicable for the use specified. The zoning official may require site plans, technical specifications, and/or any other reasonable documentation necessary to verify compliance.

(Ord. No. 2012-14, § 1, 5-15-2012)

Sec. 38-5.1. - [Reserved.]

Sec. 38-5.2. - Auction houses (zoning districts: AD-5, MUD).

All noises and excess light shall be controlled so as not to be detrimental or cause a nuisance to nearby residential or commercial uses. A landscape plan which provides for screening and buffering of a minimum width of 15 feet shall be submitted at the time of application for a zoning permit. Parking areas shall be no closer than 15 feet from the boundary of any adjoining parcel, and bordered on adjoining sides by a landscaped area which contains an evergreen screen a minimum of four feet in height.

(Ord. No. 2012-14, § 1, 5-15-2012)

Sec. 38-5.3. - Bed and breakfast inns (zoning districts: AD, AD-5, CCD).

Off-street parking shall be provided in accordance with the average amount of expected traffic utilizing the said business. A minimum of two spaces shall be provided off of the public thoroughfare. Whenever feasible all parking shall occur in the rear of the business.

(Ord. No. 2012-14, § 1, 5-15-2012)

Sec. 38-5.4. - Cemeteries and accessory uses (zoning district: CCD).

Adequate ingress and egress shall be provided for and commercial cemeteries greater than 30 sites shall provide access points on two thoroughfares.

(Ord. No. 2012-14, § 1, 5-15-2012)

Sec. 38-5.6. - Conservation subdivision (zoning districts: TRD, AD, ARD, RRD, RD, LRD, HCD, MUD).

- (a) A licensed landscape architect shall design the site layout and preliminary layout plans for the subdivision
- (b) A minimum of 50 percent of the gross area shall be preserved as green space.
- (c) Lot size may be reduced to 10,000 square feet provided that a nontraditional septic system is approved by the South Carolina Department of Health and Environmental Control (DHEC). An

increase in green space by at least 15 percent shall permit the developer to decrease the minimum lot size by 20 percent (to 8,000 square feet).

- (d) Views of house lots from exterior roads and abutting properties shall be minimized by the use of changes in topography, existing vegetation, or additional landscaping.
- (e) At least half of the lots shall directly abut conservation land or face conservation lands from across the street.
- (f) Covenants and restrictions governing the preservation of green space, wetlands, and other sensitive lands shall be recorded with the final subdivision plat prior to any sales. A statement assigning the home owners association responsibility for maintaining the conservation land shall be clearly placed on the final subdivision plat.
- (g) All conservation lands shall be contiguous to provide for integrated open space throughout the subdivision, excluding thoroughfares. Long thin strips of conservation land (less than 150 feet in width) shall be prohibited.

(Ord. No. 2012-14, § 1, 5-15-2012)

Sec. 38-5.7. - Home occupations (zoning districts: TRD, ARD, CD, RRD, RD, LRD, CCD, HCD, MUD).

Sufficient off-street parking shall be provided to accommodate the average amount of expected traffic utilizing the said business. At a minimum, two spaces shall be provided off of the public thoroughfare. Whenever feasible all parking shall occur in the rear of the business.

(Ord. No. 2012-14, § 1, 5-15-2012)

Sec. 38-5.8. - Motor vehicle services and repair (zoning district: CCD, MUD).

Space shall be provided in the rear of the building for long term and overnight storage of vehicles. No more than three working bays shall be permitted, unless otherwise approved by the board of zoning appeals.

(Ord. No. 2012-14, § 1, 5-15-2012)

Sec. 38-5.9. - Outdoor retail (zoning district: MUD).

Setbacks from the roadway shall be a minimum of 50 feet. Parking shall be clearly designated area apart from the merchant stands. Fire access shall be maintained throughout the entire outdoor retail area with fire lanes and thoroughfares that are a minimum of 20 feet wide. All adjacent residential areas shall be screened or buffered so as to ensure that the visual impacts are minimized. See Appendix A for screening and buffering guidelines.

(Ord. No. 2012-14, § 1, 5-15-2012)

[Secs. 38-5.10—38-5.16. - Reserved.]

Sec. 38-5.17. - Restaurants (up to 2,500 square feet) (zoning districts: TRD, AD-5, AD-50, RRD).

Sufficient off-street parking shall be provided to accommodate the average amount of expected traffic utilizing the said business. A minimum of ten spaces shall be provided off of the public thoroughfare. Whenever feasible all parking shall occur to the rear or side of the business.

(Ord. No. 2012-14, § 1, 5-15-2012)

Sec. 38-5.18. - Agricultural support services-veterinarians, kennels, feed/seeds, supply stores, implements, etc. (zoning district: AD-5, AD-50).

Agricultural support services shall be permitted as an accessory land use only.

(Ord. No. 2016-41, § 38 TBD)

Sec. 38-5.19. - Distribution and other Warehouses (zoning district: AD, AD-5, AD-50).

Space shall be used exclusively for equipment customarily associated with agricultural use.

(Ord. No. 2016-41, § 38, TBD)

Sec. 38-5.20. - Light Manufacturing (zoning district: AD, AD-5, AD-50).

Space shall be used exclusively for equipment customarily associated with agricultural use.

(Ord. No. 2012-14, § 1, 5-15-2012)

Sec. 38-5.21. - Mixed Use Buildings and parcels (zoning district: AD, AD-5, AD-50)

A minimum of one land use established on a parcel shall be reserved as agricultural use.

(Ord. No. 2016-41, § 38, TBD)

Sec. 38-5.22. - Motor vehicle services and gas stations (excluding truck stops) (zoning district: AD, AD-5, AD-50)

Space shall be used exclusively for equipment customarily associated with agricultural use. No commercial sale of petroleum products or retail sales shall be permitted.

(Ord. No. 2016-41, § 38, TBD)

Sec. 38-5.23. - Museums, cultural centers, historical sites, sightseeing, and similar institutions (zoning district: AD-5, AD-50).

Space shall be used exclusively for display of items customarily associated with agriculture. This includes uses associated with the term "agri-tourism".

(Ord. No. 2016-41, § 38, TBD)

Sec. 38-5.24. - Public, Private, and Commercial parks and recreation, camping or social facilities (zoning district: AD-5).

Space shall be used exclusively for the gathering of persons on topics customarily associated with agriculture. This includes uses associated with the term "agri-tourism".

(Ord. No. 2016-41, § 58, TBD)

**AGENDA ITEM SUMMARY FROM COUNTY ATTORNEY  
ATTORNEY CLIENT PRIVILEGE PROTECTED  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: March 21, 2017  
COUNCIL MEETING TIME: 6:00 p.m.**

**ITEM TITLE [Brief Statement]:**

**First Reading of Ordinance 2017-07** OCONEE COUNTY ORDINANCE 2017-07: "AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO THE SCHOOL DISTRICT OF OCONEE COUNTY FOR OPERATION OF A SEWER SERVICE LINE AT THE FORMER OAKWAY INTERMEDIATE SCHOOL; AND OTHER MATTERS RELATED THERETO."

**BACKGROUND DESCRIPTION:**

Ordinance 2017-07 will authorize the County Administrator to execute and deliver an Easement Agreement to the School District of Oconee County ("SDOC") to allow SDOC to operate a sewer service line from adjoining SDOC property to property formerly known as the Oakway Intermediate School, which is now owned by the County.

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

None

**FINANCIAL IMPACT [Brief Statement]:**

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

Approved by : **Finance**

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

Are Matching Funds Available: Yes / No

If yes, who is matching and how much?

Approved by : **Grants**

**ATTACHMENTS**

None

**STAFF RECOMMENDATION [Brief Statement]:**

It is staff's recommendation that Council take first reading of Ordinance 2017-07

**Submitted or Prepared By:**

*S/ David A. Ross*

**Department Head/Elected Official**

**Approved for Submittal to Council:**



**T. Scott Moulder, County Administrator**

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

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

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
ORDINANCE 2017-07

AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO THE SCHOOL DISTRICT OF OCONEE COUNTY FOR OPERATION OF A SEWER SERVICE LINE AT THE FORMER OAKWAY INTERMEDIATE SCHOOL; 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 formerly known as the Oakway Intermediate School ("County Property"); and

**WHEREAS**, the School District of Oconee County ("SDOC") wishes to acquire from the County, and the County wishes to grant to SDOC, certain easement rights for the operation of a sewer service line on and/or through the County Property; and

**WHEREAS**, the form, terms, and provisions of the "Easement Agreement" now before the Oconee County Council ("Council"), a copy of which is attached hereto as Exhibit "A," are acceptable to Council for the purpose of giving effect to the easement rights sought by SDOC; and

**WHEREAS**, Section 4-9-30(2) of the Code of Laws of South Carolina 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 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 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:            March 21, 2017  
Second Reading:  
Public Hearing:  
Third Reading:







Exhibit A

*See Attached*





**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: March 21, 2017  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

PRT Commission-Local ATAX Recommendations / Spring 2017 Cycle / \$88,500

**BACKGROUND OR HISTORY:**

A portion of Local ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission based on tourism impact of the project and approved by County Council. All external ATAX grant recipients are required to turn in intermediate reports every 60 days in the progress of the grant and a final report upon completion of the grant.

These reports are placed in the grant folder, which is kept active by the PRT staff until the grant is considered complete. Internal projects through Oconee PRT are also funneled through local ATAX for eligible projects.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

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

Does this request follow Procurement Ordinance #2001-15 guidelines? No [section #2001-15 on Procurement's website]

If no, explain briefly: NO-ATAX grants

**FINANCIAL IMPACT:**

Beginning Local ATAX balance \$240,891

If all grants/projects approved/new balance will be: \$152,391

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

Are Matching Funds Available? Yes

If yes, who is matching and how much? Varies by grant!

**ATTACHMENTS**

Spreadsheet approved by PRT Commission on 2.23.17 and 3.2.17.

**STAFF RECOMMENDATION:**

Request approval of local ATAX recommendations per the attached spreadsheet.


**Reviewed By/ Initials:**

\_\_\_\_\_ **County Attorney**      \_\_\_\_\_ **Finance**      \_\_\_\_\_ **Grants**      \_\_\_\_\_ **Procurement**

**Submitted or Prepared By:**

Phil Shirley, PRT Director  
Department Head/Elected Official

**Approved for Submittal to Council:**

  
Scott Moulder, County Administrator

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

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



Mar-17

**Local ATAX Grants**

<b>Applicant</b>	<b>Funds Request</b>	<b>Project Description</b>	<b>Amount Eligible for ATAX</b>	<b>PRT Commission Recommendation</b>
City of Walhalla Stumphouse	\$4,775	Walkway improvement	\$4,775.00	\$4,000
Walhalla Civic Auditorium	\$39,671	Advertising 2017/2018 season	\$15,472.00	\$9,500
Historic Old Pickens Foundation	\$300	Picnic tables	\$300.00	\$300
Oconee Forever Rally in Valley	\$1,500	Rally in the Valley Advertising	\$1,500.00	\$1,200
Town of West Union	\$3,000	Advertising	\$3,000.00	\$1,200
City of Seneca	\$9,550	Advertising SenecaFest	\$9,550.00	\$9,000
Upstate Heritage Quilt Trail	\$2,551	Co-op Advertising	\$2,551.00	\$1,500
Oconee Chamber of Commerce	\$2,500	Advertising Mayfest	\$2,500.00	\$1,500
South Carolina Apple Festival	\$4,500	Advertising-TV and Magazine	\$4,500.00	\$3,500
Fresh Start SC	\$6,200	Safety equipment/Advertise Mountains to Main Triathlon	\$6,200.00	\$5,800
Westminster Music Hall	\$10,000	HVAC repairs/signage	\$6,000.00	\$2,500
<b>TOTAL</b>	<b>\$84,547</b>		<b>\$56,348</b>	<b>\$40,000</b>

**Internal Projects-Oconee PRT**

<b>Museum Docent Program</b>	\$40,000	Up to 15 hours per week of part time staff offered to the Museum of the Cherokee in SC, Patriot's Hall Veterans Museum and General Store Museum in Westminster for increased operating hours Thursday, Friday and Saturday. Amount also includes funds for advertising new hours and marketing strategies for museums and cultural tourism. This is a one year trial.	\$40,000	\$ 40,000.00
<b>Waterfall brochures</b>	\$3,500.00	Partnership re-printing of 100,000 brochures	\$3,500.00	\$ 3,500.00
<b>Oconee promotional items</b>	\$5,000	As needed for sports/recruiting/park promotions	\$5,000	\$ 5,000.00

**TOTAL RECOMMENDED**

**\$88,500**

Boards & Commissions	State / OC Code Reference	Reps (DX-At Large)	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Friday C	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart				
							2015-2018	2017-2020	2015-2018	2017-2020	2017-2020	2015-2018	2017-2020		
							District I	District II	District III	District IV	District V	At Large	At Large		
Aeronautics Commission	2-262	5 - 2	YES	2X	YES	Jan - March	Randy Renz [2]	David Bryant [1]	Edward Perry [2]	Marion Lyles [1]	Ronald Chiles [2]	A. Brightwell [1]	Michael Gray [1]		
Ag. Advisory Board	2016-17	5 - 2	YES	n/a	YES	Jan - March	Debbie Sewell [1]	Doug Hollifield [1]	Michael Marshall [1]	Ed Land [1]	Vicki Wilkoff [1]	Kim Alexander [1]	Rex Blanton [1]		
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Bette Boreman [1]	Libby Imbody [1]	Mariam Noorai [1]	Tony Adams [1]	Stacy Smith	Shawn Johnson [1]	Janet Gorman [1]		
Board of Zoning Appeals	38-B-1	5 - 2	YES	2X	YES	Jan - March	Allen Medford [2]	Sammy Lee [2]	Bill Gilster [1]	Marly McKee [2]	John Menzies [1]	Josh Lusk [1]	Charles Morgan [1]		
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - March	George Smith [1]	Matt Rochester [1]	Bob DuBose [2]		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 Oconee Action Committee	n/a	5 - 2	n/a	n/a	n/a	n/a	David Washburn	Luther Lyle [2]	Al Shadwick	Matthew Smith [1]	Bob Hill [2]	Robert Moore	Hal Welch [2]		
PRT Commission (members up for reappointment due to roll of 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. Caster [2, 1.15]			[P[1-17]]; L. Martin [5[1-17]]; A. Suddeth [2]; C. Morrison [1-17]					
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Brad Kisker	Andrew Gramling [1]	David Owensby	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPrial	Mike Johnson		
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Aley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1]							BHS contacts Council w/ recommendations when seats open	
Capital Project Advisory Committee (end 1.17)															
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV								
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Mr. Scott Moulder, Administrator; Mr. Sammy Dickson								
Ten At The Top (TATT)				NO	NO	January	Mr. Dave Eldridge								
ACOG BOB				N/A	NO	January	Council Rep: Ms. Cammick (yearly); 2 yr terms Rep: Bob Winchester, Minority Rep: Bennie Cunningham							Citizen	
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]								

[#] - denotes term. [2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.  
 [SHADING] = reappointment requested - questionnaire on file. Denotes individual who DOES NOT WISH TO BE REAPPOINTED.  
 Bold Italics TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

**Katie Smith**

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**From:** Katie Smith  
**Sent:** Tuesday, February 28, 2017 4:01 PM  
**To:** classadmgr@upstatetoday.com  
**Cc:** Amanda Brock, Katie Smith  
**Subject:** Public Hearing Ad Request

Please run in the next edition of your publication. Please respond to the email to confirm receipt.

**"Notice of Public Hearing**

**There will be a public hearing on March 21, 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; THE PLACEMENT OF PROJECT GOGGLES INTO A MULTI-COUNTY INDUSTRIAL BUSINESS PARK; AND OTHER MATTERS RELATED THERETO."**

**Please confirm receipt of this email by way of reply.**

Best Regards,

Katie D. Smith  
Clerk to Council  
Oconee County  
415 S. Pine St. Walhalla  
864.718.1023  
Fx. 864.718.1024  
[ksmith@oconeesc.com](mailto:ksmith@oconeesc.com)

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have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

**Cost/Benefit Analysis**  
**Project Goggles**  
**Oconee County**

**Project Data**

New Building (Construction)	\$	1,500,000
Existing Building	\$	800,000
Land Cost	\$	-
Equipment (Less Pollution Cot	\$	1,700,000
Employees		16
Avg. Hourly Wage	\$	11.56
Avg. Salary	\$	23,120
Total Direct Payroll	\$	369,920

**Project Multipliers**

Income		1.22
Investment -- Construction		1.33
Investment -- Machinery		0.20

**Employment Impacts**

Employment -- Direct		16
Employment -- Indirect		3
<u>Total Employment Impact</u>		<u>19</u>

<b>Net Costs</b>	<u>Year 1</u>	<u>20-Year NPV</u>
Local	\$ 57,972	\$ 2,342,441
<u>Total State &amp; Local Costs</u>	<u>\$ 57,972</u>	<u>\$ 2,342,441</u>
 <b>Net Benefits</b>		
Local	\$ 2,477,789	\$ 32,908,671
Local Economy	\$ 2,668,255	\$ 3,299,426
<u>Total Local Benefits</u>	<u>\$ 5,146,044</u>	<u>\$ 36,208,096</u>

	<u>Year 1</u>	<u>20-Year NPV</u>
<b>Local Government Costs</b>		
Fee-in-Lieu of Property Taxes	\$ -	\$ -
MCP Split	\$ 297	\$ 3,526
Special Source	\$ 2,967	\$ 22,201
Gov't Services	\$ 22,369	\$ 1,866,330
Education Costs	\$ 32,340	\$ 450,384
Site Acquisition	\$ -	\$ -
Site Preparation	\$ -	\$ -
Site Utilities	\$ -	\$ -
Special Infrastructure	\$ -	\$ -
Equipment / Machinery	\$ -	\$ -
Special Development Financing	\$ -	\$ -
Consulting/ Special Studies	\$ -	\$ -
Waived Fees / Permits	\$ -	\$ -
Streamlined Approvals	\$ -	\$ -
<b>Total Value of Costs</b>	<b>\$ 57,972</b>	<b>\$ 2,342,441</b>
<b>Local Government Benefits</b>		
Taxes from existing building	\$ -	\$ -
Direct Property Taxes	\$ 29,670	\$ 352,649
New Residential Prop. Taxes		
Single family - (Owner occupied)	\$ -	\$ 7,359
Single Family - (Rental)	\$ -	\$ 2,922
Multi-family (Rental)	\$ 944	\$ -
Prop. Taxes from New Autos	\$ 5,147	\$ 71,682
LOST from Const. Materials	\$ -	\$ -
LOST from Increase Retail Sales	\$ -	\$ -
LOST from Operational Supplies	\$ -	\$ -
Public Utilities	\$ 2,500,000	\$ 34,816,500
<b>Total Value of Benefits</b>	<b>\$ 2,535,761</b>	<b>\$ 35,251,112</b>
<b>Net Local Benefits</b>	<b>\$ 2,477,789</b>	<b>\$ 32,908,671</b>
<b>Local Benefit/Cost Ratio</b>	<b>43:1</b>	<b>14:1</b>
<b>Local Economy Benefits</b>		
Total Private Sector Benefits	\$ 2,668,255	\$ 3,299,426



**Public Comment**  
**SIGN IN SHEET**  
**6:00 PM**

**March 21, 2017**

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

**PLEASE PRINT**

	FULL NAME	PURPOSE OF COMMENT
1		
2		
3	FRANKIE PEARSON	2016-11
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



**PUBLIC HEARING  
SIGN IN SHEET  
OCONEE COUNTY COUNCIL MEETING  
DATE: March 21, 2017 6:00 p.m.**

**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."**

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

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

Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commissions appointed by Council should do so in an appropriate manner.

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

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

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

Please submit written comments to the Clerk to Council, 415 South Pine Street, Wallhalla, South Carolina, 29891.

**Please PRINT your name**

1.	Richard Blackwell / Oconee County
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