



Public Comment
SIGN IN SHEET
6:00 PM

May 2, 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	MIKE SMITH	SIGNAGE
2	Janet Hartman	Front Orange County Up
3	Bob Medlin	Stillwater HOA
4	JERRY BARNETT	CONTROL FEE
5	Ben Justice	Control Fee Full CREGEX Access Fee
6	TAM MARKSULICH	Building Codes Appeals & Control Fee
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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.



AGENDA

OCONEE COUNTY COUNCIL MEETING

May 2, 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

- April 18, 2017 Regular Meeting

Presentations to Council

- Appalachian Council of Governments / Mr. Steve Pelissier, Executive Director

Administrator Report & Agenda Summary

Proclamation 2017-04

PROCLAMATION 2017-04 FOR PEACE OFFICERS' MEMORIAL DAY

Public Hearings for the Following Ordinances

Third Reading of the Following Ordinances

Second Reading of the Following Ordinances

Ordinance 2017-05 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT ENTRY, THE GRANTING OF SPECIAL SOURCE CREDITS; THE INCLUSION OF PROJECT ENTRY IN A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK AND THE EXECUTION AND DELIVERY OF A MCIP AGREEMENT; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES."

Ordinance 2017-08 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND IRON, INC., AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES."

Ordinance 2016-20 "AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 12 OF THE OCONEE COUNTY CODE OF ORDINANCES, REGARDING NOISE REGULATION WITHIN THE UNINCORPORATED AREAS OF THE COUNTY; AND OTHER MATTERS RELATED THERETO."

Council's meeting shall be conducted pursuant to the South Carolina Uniform Code of Ordinances Act. Council's floor rules are the Model Rules of Parliamentary Procedure for South Carolina Counties. (Note: Items 1-20) Agenda may not be inclusive of all items which Council may bring up for discussion at this meeting. Items not listed on Council's agenda in this public notice of the meeting are open to be discussed, voted upon, passed or tabled and may be disposed of during the meeting. Items listed on Council's agenda may be tabled, reorganized, amended, referred to a subcommittee or otherwise disposed of as provided for in the County's Rules and Model Rules of Parliamentary Procedure for South Carolina Counties. (Note: Items 1-20) Council's agenda is provided for informational purposes only.

First Reading of the Following Ordinances

Ordinance 2017-10 "AN ORDINANCE TO AMEND CHAPTER 6, ARTICLE III OF THE CODE OF ORDINANCES OF OCONEE COUNTY PERTAINING TO THE OCONEE COUNTY BOARD OF BUILDING CODE APPEALS; AND OTHER MATTERS RELATED THERETO."

Ordinance 2017-11 "AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE CONTROL FREE DISTRICT; AND OTHER MATTERS RELATED THERETO." [Staff requests that this proposed ordinance be referred to the Planning Commission for review and report after first reading in order to comply with section 38-8.1 of the Oconee County Code of Ordinances.]

Ordinance 2017-12 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE FOOTHILLS AGRICULTURAL RESOURCE AND MARKETING CENTER AS LESSEE; AND OTHER MATTERS RELATED THERETO."

First & Final Reading for the Following Resolutions

Resolution 2017-05 "A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF THE SOUTH CAROLINA STATEWIDE MUTUAL AID AGREEMENT FOR EMERGENCY AND DISASTER RESPONSE/RECOVERY."

Discussion Regarding Action Items

Board & Commission Appointments (NONE) [Seats listed are all co-terminus seats]
Building Codes Appeal Board..... District IV and 1 At Large Seat

Unfinished Business (to include Public and/or citizen matters brought up for discussion, if required) [None scheduled]

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

Council Committee Reports [None scheduled]

Executive Session

[Upon recommendation Council may take a Unanimous Vote 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] to receive legal advice and address contractual negotiations in relation to the lease of certain county-owned property located on Swafford Blvd., consisting of approximately fifty-eight (58) acres, in the Foothills Agricultural Resource and Marketing Center; a South Carolina nonprofit entity.

Adjourn

Ordinance 2017-10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

This document shall be printed pursuant to the South Carolina Freedom of Information Act, Code of Laws and the Public Access Policy of the South Carolina Council on Government. This agenda may not be inclusive of all items which Council may bring up for discussion at this meeting. Items are listed on Council's agenda to give citizens notice of the subject matter to be discussed, and upon receipt of information and/or disposed of during the meeting. Approval of Council's agenda may be taken by: added, postponed, reconsidered, removed or otherwise disposed of as provided for in the City's Rules and Miscellaneous Provisions of the South Carolina Council on Government, if not specified under Council's agenda.

STATE OF SOUTH CAROLINA
OCONEE COUNTY
PROCLAMATION P2017-04

A PROCLAMATION FOR PEACE OFFICERS' MEMORIAL DAY

WHEREAS, the Congress and the President of the United States have designed May 15, 2017 as Peace Officers' Memorial Day; and

WHEREAS, the members of the law enforcement agencies of Oconee County play an essential role in safeguarding the rights and freedoms of the citizens of our community; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement officers, and that law enforcement officers recognize their duty to serve the people of this community, by protecting them against violence and disorder; and

WHEREAS, the law enforcement officers of Oconee County unceasingly provide a vital public service;

NOW, THEREFORE, BE IT RESOLVED, that the County Council of Oconee County directs that all flags on County buildings be flown at half-staff on May 15, 2017, in recognition of Peace Officers' Memorial Day and in memory of those law enforcement officers, who through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, to offer appreciation to the retired officers for their service to the law enforcement profession, and to honor those law enforcement officers presently serving the community.

APPROVED AND ADOPTED this 2nd day of May, 2017.

OCONEE COUNTY, SOUTH CAROLINA

Edda Cammick
Chairwoman of County Council
Oconee County, South Carolina

ATTEST:

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2017-05

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT ENTRY; THE GRANTING OF SPECIAL SOURCE CREDITS; THE INCLUSION OF PROJECT ENTRY IN A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK AND THE EXECUTION AND DELIVERY OF A MCIP AGREEMENT; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") 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 Entry (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 construction and up-fitting of a facility to be used by students and faculty of Clemson University (the "Project") in which the anticipated level of new taxable investment will be a minimum of Sixty Million Dollars (\$60,000,000) in qualifying new fee in lieu of tax investment by the end of the fifth (5th) year following the year of execution of the Fee Agreement; and

WHEREAS, the Company has requested that the County provide a special source credit of forty one and 5/10ths percent (41.5%) of the Company's fee in lieu of tax liability for the Project in the Park (as defined herein) for a term of seven (7) years (the "SSC") based upon the Company's agreement to invest in new, taxable property in the Project equaling or exceeding \$60,000,000 within the initial five (5) years (following the year of the execution and delivery of the Fee Agreement) of investment, which full amount of investment, without regard to depreciation, will be maintained for not less than seven (7) years from the end of the year of placing the full amount "in service", with not less than Forty-Five Million Dollars (\$45,000,000) of that new investment, without regard to depreciation, being maintained for the remaining term of the Fee Agreement.

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 a Park agreement (the "MCIP Agreement") and does by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement") and the MCIP 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 the MCIP Agreement between the County and Pickens County; and

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

WHEREAS, the County will use its commercially reasonable efforts to locate the Project within an existing or to-be-created multi-county industrial/business park with Pickens County pursuant to Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Park").

WHEREAS, the County is authorized by the provisions of the Act to provide a special source credit (the "Special Source Credit"), secured by and payable solely from revenues of the County from payments in lieu of taxes in the Park pursuant to Article VIII, Section 13 of the South

Carolina Constitution and the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County in order to enhance the economic development of the County; and

WHEREAS, to the extent within its authority and control, using its commercially reasonable efforts, the County intends, subject to the requirements of Section 4-1-170 and Section 4-1-175 of the Act, respectively, to insure that the Project Property will be placed in a Park with Pickens County, and provide a Special Source Credit against payments in lieu of taxes from the Project in the Park in an annual amount equal to forty one and 5/10ths percent (41.5%) of such payments in lieu of taxes allocated to the County taxing entities pursuant to the MCIP Agreement for five (5) consecutive years of fee in lieu of tax payments by the Project in the Park pursuant to the MCIP Agreement, beginning with the payment due (without penalty on or before January 15, 2019 and such that the Special Source Credit will never exceed, at any point in time, the actual cost of Project infrastructure to that point.

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

Section 1. (a) In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to of its facility in the State, and acquire by acquisition or construction a building or buildings and various furniture, fixtures, machinery, apparati, and equipment, all as a part of the Project to be utilized for the purpose of its construction and up-fitting of a facility to be used by students and faculty of Clemson University, 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 forty one and 5/10ths percent (41.5%) of the Company's fee in lieu of tax liability for the Project in the Park for seven (7) consecutive years provided the Company agrees to invest not less than Sixty Million Dollars (\$60,000,000) in new, qualifying, taxable investment in the County by the end of the fifth (5th) year after the year of execution of the Fee Agreement, which full investment, without regard to depreciation, will be maintained for not less than seven (7) years, from the end of the year of placing the full amount "in service", with not less than Forty-Five Million dollars (\$45,000,000) of that new investment, without regard to deprecation, being maintained for the remaining term of the Fee Agreement; and the County agrees to use its commercially reasonable efforts to place the Project property in the Park and hereby approves the execution and delivery of the MCIP Agreement for the Project in the Park.

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

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

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

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

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

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

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

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

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

Section 3. Pursuant to the authority of the Act, and subject to the terms herein and in the Fee Agreement, there is hereby authorized to be provided and shall be provided, the Special Source Credit of the County to the Company in the amount of forty one and 5/10ths percent (41.5%) of the Fee Payments from the Project in the Park pursuant to the MCIP Agreement, for seven (7) consecutive years, beginning with the Fee Payment due (without penalty) not later than January 15, 2019.

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

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

all changes or revisions therein from the form of Fee Agreement and MCIP Agreement now before this meeting.

Section 5. The Chair of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the MCIP Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement and MCIP Agreement and this Ordinance.

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

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

Section 8. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County within thirty (30) days of making such filings.

Passed and approved this ___ day of _____, 2017

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading: April 18, 2017
Second Reading: May 2, 2017
Public Hearing:
Third Reading:

FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

**Project Entry
a Delaware limited liability company**

Dated as of May 1, 2017

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

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Oconee County, South Carolina

FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of May 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 Entry (the "Company"), organized and existing under the laws of the State of Delaware.

WITNESSETH:

Recitals.

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

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

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

Pursuant to the Ordinance executed by the County on May 16, 2017, the Company has agreed to acquire, expand and equip by construction, lease-purchase, lease or otherwise, the construction and up-fitting of a facility to be used by students and faculty of Clemson University (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 \$60,000,000 in the County within the Investment Period and the \$60,000,000 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, *inter alia*, 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 Entry, a limited liability company organized under the laws of the State of Delaware and duly qualified to transact business in the State.

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

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

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

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

condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

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

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

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

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

"Fee Agreement" shall mean this Fee Agreement.

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

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

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

"Investment Period" shall mean the period commencing January 1, 2017, and ending on December 31, 2022.

"Minimum Investment" shall mean that the Company shall invest in Economic Development Property under and pursuant to the Fee Agreement not less than Sixty Million Dollars (\$60,000,000) in qualifying, new taxable investment in the Project by the end of the Investment Period, and that \$60,000,000 of investment shall be maintained for the first seven (7) years of the term of this Fee Agreement, and then at least \$45,000,000 of the investment shall be maintained for the remainder of the term of the Fee Agreement, all 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, 2042 or December 31, 2047, 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 Delaware, is qualified to do business in the State, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

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

(c) The Company intends to operate the Project as a "Project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of the construction and up-fitting of a facility to be used by students and faculty of Clemson University 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 \$60,000,000 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 Sixty Million Dollars (\$60,000,000) in Economic Development Property subject to the fee in the Project by the end of the Investment Period , which investment will be maintained, without regard to depreciation, for not less than the first seven (7) years of the term of this Agreement, with not less than Forty-Five Million Dollars (\$45,000,000) of that new investment, without regard to depreciation, being maintained for the remaining term of the Fee Agreement, or lose the benefits of this Agreement retroactively to the outset, with interest and repayment due to the County for both FILOT payments and Special Source 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, 2022, or, if not less than \$60,000,000 has been invested in taxable Economic Development Property on or prior to December 31, 2022, 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, 2022, 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 all taxing entities for the Project site on July 1, 2016, which the parties believe to be 215 mils (which millage rate shall remain fixed for the term of this Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

Subject to the terms and provisions herein contained and with the consent of the County, with respect to each Phase, this Agreement shall be and remain in full force and effect for a term commencing on the date hereof, and ending at midnight on December 31 of the year which is the nineteenth (19th) year following the first year in which each Phase is placed in service, unless

sooner terminated as herein permitted; provided that, if at the expiration of the term of this Agreement payment of all FILOT Payments under this Section 4.01 relating to the operation of the Project during such term have not been made, such term shall expire on such later date as such payments shall have been made in full or so provided for; provided, further; that such extension of such term shall not increase the number of FILOT Payments for which the Company qualifies under this Section.

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

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

exemptions which would be afforded to the Company if the Project was not and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Cost of Completion. In the event that the cost of completion of the Project has not exceeded \$60,000,000 in non-exempt Economic Development Property, as required under Section 12-44-30(13) of the Act by December 31, 2022, 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 \$60,000,000 during the first seven (7) years of the term of this Agreement, or below \$45,000,000, during the remainder of 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 from that point forward 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 those respective points at which the investment in the Project, without regard to depreciation, falls below such \$60,000,000 or \$45,000,000, and the provisions of Section 2.2(e), hereof, shall apply.

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 4.2 and 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 seven (7) consecutive years of such FILOT payments, in an annual amount equal to Forty-one and 5/10ths percent (41.5%) 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 \$60,000,000 and continuing for the next six (6) years thereafter, but not to exceed the actual cost of the Infrastructure including the payment made by the Company, totally or in any given year.

Provided, if the Company invests a total (inclusive of the afore stated Sixty Million Dollars (\$60,000,000) in the Project in new taxable investment by the end of the Investment Period, the

County agrees to the Special Source Revenue Credit of forty-one and 5/10ths percent (41.5%) of the Company's fee in lieu of tax liability for the Project in the Park for the seven 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 Entry

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 Entry

By: _____

Its: _____

EXHIBIT A

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

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

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 ___ day of _____, 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 ENTRY) (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.

11. **Tax Credits.** 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.

12. **Payment of Fees.** 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 this 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.

13. Development of Park. 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 this Agreement.

14. Applicable Law. 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.

15. Law Enforcement Jurisdiction. 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.

16. 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.

17. 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 ____ day of _____ 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 Entry

**OCONEE COUNTY
SOUTH CAROLINA**

ORDINANCE 2017-08

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND ITRON, INC.; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES.

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

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

WHEREAS, Itron, Inc., a corporation duly incorporated under the laws of the State of Washington (the "Company"), has requested the County to participate in executing an Inducement Resolution and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of the development of a facility which manufactures electronic meters and products in which the minimum level of taxable investment is not less than Eight Million Dollars (\$8,000,000) in qualifying fee in lieu of tax investment by the end of the fifth (5th) year following the year of execution of the Fee Agreement, all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that

the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

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

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Resolution, and a Fee Agreement and to that end has, by its Inducement Resolution adopted on April 18, 2017, authorized the execution of a Fee Agreement, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize such fee in lieu of tax agreement (the "Fee Agreement"); and

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

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

WHEREAS, the Project site is already located in a joint county industrial and business park with Pickens County.

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

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a facility which manufactures electronic meters and products, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved.

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

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

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

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

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

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

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

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

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

Section 3. The form, terms and provisions of the Fee Agreement, including, without limitation, the millage rate agreement, presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chair of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially 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, the Administrator of the County, and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement and this Ordinance.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to

be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

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

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

Passed and approved this ___th day of _____ 2017.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading: April 18, 2017
Second Reading: May 2, 2017
Public Hearing: May 16, 2017
Third Reading: May 16, 2017

FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

ITRON, INC.

a State of Washington corporation

Dated as of May 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 other filings with the County required by the Act.

Prepared by J. Wesley Crum, III P.A.

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Oconee County, South Carolina

FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of May 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 ITRON, INC. (the "Company"), a corporation duly incorporated and existing under the laws of the State of Washington.

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 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 cost benefit analysis required by Section 12-44-40(H)(1)(c)

demonstrates the benefits of the Project to the public are clearly greater than the costs of the Project to the public.

Pursuant to an Inducement Resolution executed by the County on April 18, 2017 (referred to herein as the "Inducement Resolution"), the Company has agreed to expand, acquire and equip by construction, lease-purchase, lease or otherwise a facility for the manufacture of electric meters and products (the "Facility") which is located in the County, which would 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) involves an initial taxable investment of at least \$8,000,000 in qualifying Economic Development Property (hereinafter defined) in the County.

Pursuant to an Ordinance adopted on May 16, 2017, the County Council authorized the County to execute and deliver this Fee Agreement.

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

ARTICLE I

DEFINITIONS

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

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

"Authorized Company Representative" shall mean 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 or any assistant secretary 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 or any assistant secretary. 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 Chair of County Council, Administrator of the County or their designee as evidenced by a written certificate of the Chair of County Council or 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 Itron, Inc., a Washington corporation 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 Chair" shall mean the Chair of County Council, 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 real and/or tangible personal property 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 (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, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment 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 5.6 of this Fee Agreement.

"Facility" shall mean the Company's manufacturing facilities located on the Real Property.

"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.

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

"Inducement Resolution" shall mean the resolution of the County Council adopted on April 18, 2017, authorizing the County to enter into the Fee Agreement.

"Investment Period" shall mean the period commencing January 1, 2017 and ending on December 31, 2022, unless otherwise extended by the County.

“Minimum Investment” shall mean that the Company shall be allowed to invest under and pursuant to the Fee Agreement not less than Eight Million Dollars (\$8,000,000) in qualifying, taxable investment by the end of the fifth (5th) year after the year of execution of the Fee Agreement and being 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 Oconee County and Pickens County, as amended from time to time.

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

"Phase Termination Date" shall mean with respect to each Phase of the Project the day thirty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31, 2052 or December 31, 2057, if an extension of time in which to complete the Project is granted by the County at its discretion pursuant to Section 12-44-30(13) of the Act.

"Project" shall mean such of the Equipment, Improvements, and/or Real Property located at the Facility, which constitutes eligible Economic Development Property and which are reported as such to the SC Department of Revenue on the appropriate forms.

"Real Property" shall mean the real property described in Exhibit A, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such shall become a part of the Project under the terms of this Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter

attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

"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 of any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Sections 4.6, 4.7 or 4.8 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

"State" shall mean the State of South Carolina.

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.

(d) The benefits of the Project, based upon the representations of value by the Company and a cost benefit analysis performed by the Oconee County Economic Development Commission, exceed the costs of the Project to the County.

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

(a) The Company is duly incorporated and in good standing under the laws of the State of Washington, 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 organizational document 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 facility which manufactures electric meters and products 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 expand or to locate the Project in the State.

(e) The Company anticipates that the cost of the project will be at least \$8,000,000 in qualifying Economic Development Property in the County on or before December 31, 2022.

(f) The Company will invest not less than Eight Million Dollars (\$8,000,000) in Economic Development Property (the "Required Minimum Investment") on or before December 31, 2022. Should such investment requirement not be met, the Company will lose the benefit of the Fee Agreement, and the Project will revert to normal tax treatment, pursuant to Section 12-44-140(B) of the Act and Section 4.2 hereof.

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, subject to provisions of Section 4.2 hereof.

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, 2022. 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 by it under the terms of this Agreement.

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, the Company shall provide the Oconee County Auditor with a list of all Project property as was placed in service during the year ended as of the prior December 31.

(b) The Company shall deliver to the Oconee County Auditor copies of all annual filings made with the Department 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 Department 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, (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 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 arrangement under Section 12-44-50(A)(1) of the Act, and to meet the investment representation 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 real and personal 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, 2022, or up to

December 31, 2027, if an extension of time to complete the Project is granted by the County in its discretion pursuant to Section 12-44-30(13) of the Act, 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 equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

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

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

- Step 3: Multiply the taxable values, from Step 2, by the millage rate in effect for the Project site on July 1, 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 thirty 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.

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 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 **Failure to Make Minimum Investment.** Notwithstanding any other provision of this Agreement to the contrary, in the event that investment (within the meaning of the Act) in the Project has not exceeded \$8,000,000 in non-exempt (subject to the fee) investment, as required under Section 12-44-30 (13) of the Act by December 31, 2022, then, unless otherwise agreed to by the County, beginning with the payment due in 2023, 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 2022 using the calculations described in this Section, over, (ii) the total amount of payments in lieu of ad valorem taxes actually made by the Company with respect to the Project through and including 2022. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided under State law for non-payment of ad valorem taxes.

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 or any successor provision, 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 original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and
- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be

made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.4 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; provided, always, however, and notwithstanding any other provision of this Agreement, that if at any time subsequent to December 31, 2022, the total value of the Project based on the original income tax basis of the Equipment, Real Property and Improvements contained therein, without deduction for depreciation, is less than \$8,000,000 in taxable (fee-in-lieu of tax) investment then, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall make payments equal to the payments which would be due if the property were not Economic Development Property.

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 4.4, 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 Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Section 4.4, hereof. 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.

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 Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this 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 Project or a transfer in lieu thereof, and subject to 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.

ARTICLE V

MISCELLANEOUS

Section 5.1 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 net asset value.

Section 5.2 Indemnification Covenants; Fees and Expenses of County.

(a) The Company shall and agrees to indemnify and save the County, its members, employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising directly from the County's entry into this Agreement or the Company's operation of the Project. 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 counsel reasonable acceptable to the Indemnified Parties.

(b) The Company further agrees to pay all reasonable and necessary expenses incurred by the County with respect to the preparation and delivery, and administration of this Agreement, including but not limited to attorneys fees and expenses.

Section 5.3 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers or as reasonably deemed necessary by the County in the required performance of its statutorily mandated duties, 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; (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; or (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. Notwithstanding the above, the Company agrees:

- (i) to maintain complete books and records accounting for the acquisition, financing, construction and operation of the Project. Such books and records shall permit ready identification of the components of the Project;
- (ii) confirm the dates on which each portions of the Project are placed in service; and

- (iii) include copies of all filings made by the Company with the Oconee County Auditor or the Department with respect to property placed in service as part of the Project.

Section 5.4 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 5.5 Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to pay any other amounts due hereunder or 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 5.5 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.

(c) The Company shall file a voluntary petition seeking an order for relief in bankruptcy, or shall be adjudicated insolvent, or shall file any petition or answer or commence a case seeking any reorganization, composition, readjustment, liquidation or similar order for relief or relief for itself under any present or future statute, law or regulation, or shall seek or consent to or

acquiesce in the appointment of any trustee, receiver or liquidator of either of the Company or of the Project, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due.

Section 5.6 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
- (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.

In addition to all other remedies herein provided, the nonpayment of payments in lieu of taxes herein shall constitute a lien for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the South Carolina Code) relating to the enforced collection of ad valorem taxes to collect any payments in lieu of taxes due hereunder.

Section 5.7 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 5.8 Reimbursement of Legal Fees and Expenses. The Company agrees to reimburse or otherwise pay, on behalf of the County, any and all reasonable 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 5.9 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 5.10 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: Itron, Inc.
313 North Hwy 11
West Union, SC 29696-2706
Attention: Ken Ambory

WITH A COPY TO: J. Wesley Crum, III P.A.
233 North Main Street, Suite 200F
Greenville, South Carolina 29601
Attention: J. Wesley Crum III, Esquire

Section 5.11 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 5.12 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 5.13 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 5.14 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 5.15 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 5.16 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 5.17 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 5.18 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 5.19 Force Majeure. Except with respect to the timely payment of all fee in lieu of tax payments to the County hereunder and to the extent recognized by the Act, 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

ITRON, INC.

By: _____
Its:

**EXHIBIT A
LAND DESCRIPTION**

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-20**

**AN ORDINANCE AMENDING ARTICLE II OF CHAPTER
12 OF THE OCONEE COUNTY CODE OF ORDINANCES,
REGARDING NOISE REGULATION WITHIN THE
UNINCORPORATED AREAS OF THE COUNTY; 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, 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, certain sections of Chapter 12 of the Code of Ordinances regarding noise regulation within the unincorporated areas of the County; and

WHEREAS, County Council has therefore determined to modify Chapter 12 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. Article II of Chapter 12 of the Code of Ordinances, entitled *Noise*, is hereby revised, rewritten, and amended to read as set forth in “Attachment A,” which is attached hereto and incorporated herein by reference.

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

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

4. 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.

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

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

ATTEST:

Clerk to Oconee County Council
Katie Smith

Edda Cammick
Chair, Oconee County Council

First Reading: August 16, 2016
Second Reading: May 2, 2017
Third Reading: _____
Public Hearing: _____

ATTACHMENT A

ARTICLE II. NOISE

Section 12-31. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Except as otherwise provided, all words in this article shall be given their ordinary and customary meaning.

1. “**Ambient noise**” means the generally prevailing sound or combination of sounds at the location where a listener receives the sound of the noise about which a complaint is being made. It is the sound or combination of sounds which a person of ordinary sensibilities would reasonably expect to encounter at the location in the ordinary and customary use of the premises.
2. “**County**” means Oconee County, South Carolina.
3. “**County Administrator**” means the County Administrator for Oconee County, South Carolina.

Section 12-32. Prohibited noise generally.

Any noise of such character, intensity, or duration which substantially interferes with the comfortable enjoyment of persons of ordinary sensibilities occupying, owning, or controlling nearby properties or of persons making use of public properties for their intended purposes, is hereby declared to be unlawful and to be a nuisance, and is prohibited.

Section. 12-33. Standard of reasonableness and use of technology.

It is the intent of the County in regulating noise to take into account the latest scientific advances in noise measurement and control while at the same time preserving common sense and common law determinations of what constitutes a disturbance or public nuisance. Therefore, technological sound level measurements, while desirable, shall not be required to demonstrate a violation of this article or any other ordinance or statute which establishes the creation of disturbance or public nuisance. Additionally, decibel level measurements less than those specified in this article may nonetheless establish a violation of this article when due regard is

made for the time, place, and circumstances of the noise. In order for measurement requirements to be omitted, however, there must be three (3) or more independent and individual complaints registered or one (1) or more independent and individual complaint when combined with the complaint of the law enforcement officer.

Section 12-34. Specific noises prohibited.

1. Operation of certain instruments, devices and equipment. Nuisance noises shall include, but not be limited to, the use or operation of the following instruments, devices, or pieces of equipment when operated in the manner prohibited by Section 12-32:
 - a. Musical instruments.
 - b. Radios, receivers, stereos, televisions, disc players, tape players, and comparable mechanical and electronic devices which produce sound.
 - c. Loudspeakers, amplifiers, or other devices which enhance or influence the level of sound in any way.
 - d. Mechanical devices operating by compressed air, such as pneumatic drills and jackhammers.
 - e. Horns, sirens, and signal devices using loud, brash, or harassing noises, whether on vehicles or otherwise.
 - f. Motorized vehicles in operation, regardless of location, without mufflers or with ineffective mufflers or when there is rapid throttle advancing (“revving”).
 - g. The human voice when used to yell, shout, scream or the like.
 - h. When operated between the hours of 10:00 p.m. and 6:59 a.m., construction machinery, heavy duty equipment, used in street repair and maintenance, domestic and commercial power tools, and the like, unless a permit is obtained.
 - i. Fireworks which are detonated within the exterior property line and in close proximity to a dwelling or occupied structure without consent of the person in control of the premises; detonation of carbide cannons, black powder or smokeless powder devices, or any explosive device or compound which when detonated causes a report which exceeds that caused by lawfully acquired fireworks and which disturbs the public peace. This subsection shall not apply to

lawfully acquired fireworks which are detonated on the Fourth of July, Christmas Eve, Christmas Day, New Year's Eve or New Year's Day.

2. Continuous or repeated noises. Regardless of the level of sound, the following, by way of example and not limitation, shall be deemed a nuisance and shall be prohibited under Section 12-32:
 - a. To keep any animal, including a bird, causing a frequent or long continued noise, such as barking, howling, or screeching, disturbing the comfort and repose of any person of ordinary sensibilities in the immediate vicinity.
 - b. To install or operate a burglar alarm system which uses an audible warning or bell without a functioning device that will shut off the warning or bell within twenty (20) minutes after application of the system when the alarm cannot be readily or conveniently silenced manually by persons who are disturbed by its activation. Each activation of such an alarm that continues beyond twenty (20) minutes shall be deemed a separate offense.

Section 12-35. Exemptions.

The following noises shall be exempt from the prohibitions of Section 12-32:

1. This article does not apply to noise emanating from industrial, warehouse, distribution, and manufacturing activities and facilities and operations related thereto, governmental activities, emergency signal devices, firearms discharges as a result of lawful game hunting, agricultural activities (including livestock), parades, carnivals, school band practice or performances, and school or government sponsored athletic events.
2. Other code provisions notwithstanding, the sound produced by construction machinery, heavy duty equipment, and machines and equipment used for construction, repair, cleaning and maintenance of buildings, streets, or public or private premises when operated between the hours of 7:00 a.m. and 9:59 p.m. Such devices shall nevertheless be subject to the administrative stop order provisions of Section 12-38.
3. The sound produced by horns, sirens, and alarms used with authorized emergency vehicles or otherwise used as safety devices to alert persons to danger or attempted crime; however, this exemption shall not apply to improperly operating burglar alarms as identified in Section 12-34.2.b.

4. The sound produced by emergency repair measures necessary to restore public utilities, or to restore property to a safe condition, or to protect persons or property from imminent danger following an emergency, accident, or natural disaster.
5. The sound produced by bells or chimes or other carillon instruments when used to signify the passage of hour, half-hour, or quarter hour components, or to commemorate a wedding, funeral, or similar event, including regular religious services, provided the sounds do not exceed five (5) continuous minutes in duration in any one (1) hour period.
6. The sound produced by the following, provided there is compliance with all federal laws applicable to the noise:
 - a. Aircraft in flight or in operation at an airport;
 - b. Railroad equipment in operation on railroad rights-of-way; or
 - c. Motor vehicles, otherwise in lawful operation, on all public streets and highways.
7. The sound of water splashing produced by any waterfall, stream, decorative water fountain, or irrigation device when established or operated in an ordinary and customary manner.
8. Additionally, this article does not apply to noise between the hours of 7:00 a.m. and 9:59 p.m. which emanates from lawn and yard maintenance activities, tree harvesting or clearing, or explosives for construction and land clearing
9. The unamplified sound emanating from a ballpark, playing field, stadium, or comparable outdoor facility designed and intended for recreational or sports activity when used for organized exhibitions or participatory sports or recreational activities.
10. Any lawful business operating as of the date of this article that is not in compliance with this article and does not fall under exceptions set out in this article shall have six months from the date of the ordinance from which this article derives to come into compliance with this article.
11. Any lawful business or activity operating as of the date of this article that is not in compliance with this article and does not fall under exceptions set out in this article will nevertheless be considered to be in compliance with this article if such lawful business or activity has existed or occurred on or at its present location and made noise that is not in compliance with this article prior to the complaining party moving to an area that is affected by the noise.

Section 12-36. Enforcement factors.

In the enforcement of this article, an enforcement officer may be required to exercise judgment in determining if a particular noise is sufficiently loud or otherwise so offensive that it would substantially interfere with persons occupying nearby public or private property. When making such determinations, the enforcement officer may consider the following and other relevant factors:

1. The volume of the noise.
2. The intensity of the noise.
3. Whether the nature of the noise is usual or unusual.
4. Whether the origin of the noise is natural or unnatural.
5. The type and intensity of ambient noise, if any.
6. The nature and zoning of the area in which the noise is heard.

Section 12-37. Special permits.

1. Entertainment or recreational events. Whenever the County Administrator or his designee issues, on a temporary basis, special permits for events of an entertainment or recreational nature, then those events shall be exempt from the prohibitions of this article, provided noise is otherwise regulated in the supervision of the activity and provided that the permit shall be subject to revocation at the discretion of the County Administrator or his designee on the basis of violation of permit conditions or excessive or inappropriate noise. Whenever such revocation occurs, the activities of the event shall then become subject to the prohibitions of this article.
2. Construction or maintenance operations. The County Administrator or his designee may issue a permit exempting specific construction, solid waste pickup arrangements, and maintenance of public streets and rights-of-way from the prohibitions of this article otherwise applicable to nighttime (10:00 p.m. to 6:59 a.m.) activity, provided the person seeking such permit can make a showing that no reasonable alternatives exist to creating the noise at night and the activity involved is compatible with the public interest.
3. Specific and Limited permits may be issued and allowed, upon request for the purposes of public enjoyment, celebrations, concerts, performances, and holidays and to promote interest and tourism in the County. Noise ordinance standards for such events shall be

allowed, measured, and enforced at the furthestmost boundary line of the event grounds and shall be regulated to a maximum of 85 decibels A weighted, averaged per minute.

Section 12-38. Administrative stop orders.

The County Administrator or his designee may issue administrative stop orders to prohibit temporarily or to reschedule activities otherwise exempt under this article, when the continuation of the activity imposes a great hardship or substantial and aggravating inconvenience upon persons reasonably occupying or utilizing nearby premises, provided such administrative stop order is not used to prohibit completely an otherwise lawful activity and the County Administrator or his designee gives due consideration to balancing the hardships involved.

Section 12-39. Measurement of noise level; establishment of prima facie violation.

1. A prima facie violation of Section 12-32 shall be established whenever a measurement of the offending noise shall be taken in accordance with this article and shown to produce a level of noise in excess of 70 decibels (“dB(A)”) between the hours of 7:00 a.m. and 9:59 p.m. or in excess of 60 (“dB(A)”) between the hours of 10:00 p.m. and 6:59 a.m. Any sound exceeding such levels is hereby declared a nuisance and is prohibited.
2. The inference established by Section 12-39.1 shall be subject to rebuttal based on the time, place, and circumstances of the occurrence.
3. Noise levels identified shall be measured in decibels and A-weighted, with the unit of measurement being designated as dB(A). For the purpose of determining dB(A)s, the noise shall be measured on the A-weighting scale and the slow meter response on a sound level meter of standard design and quality having characteristics established by the American National Standards Institute (ANSI).
4. Measurements shall be taken so as to provide a reasonable representation of the sound being measured with due regard to the location where the noise is heard by any person

making a complaint. If no complaint has been made, enforcement officers shall measure the noise from a point approximately one hundred (100') feet from the point from which the noise is emanating. Precise positioning of the meter, however, is not required.

Section 12-40. Enforcement procedures; penalty; additional remedies.

1. With respect to suspected ordinance violations resulting from vehicle noise, law enforcement officers shall have the authority to charge persons under the provisions of this article without having received a complaint from a member of the public.
2. Law enforcement officers in the ordinary course of their duties shall have the authority to request compliance with the provisions of this article without having received a complaint from a member of the public.
3. Law enforcement officers may take any one of the following actions in accordance with this ordinance:
 - a. Warn the offender, who will then have the opportunity to immediately abate the offending noise without penalty. If the violation continues or reoccurs, the officer may cite or arrest the violator. A warning and opportunity to abate the offending noise is not required, however, if the officer deems citation or arrest immediately necessary under the circumstances then present.
 - b. Issue a courtesy summons or other properly authorized citation device for the offender to appear in a magistrate court.
 - c. Make a custodial arrest.

Section 12-41. Owner Responsibility:

No property owner shall allow a violation of this article to be created or maintained on or at his property. A property owner shall be responsible and liable for any violation(s) of this article by tenants, guests, licensees, or other occupants in, on, or at the owner's property if the owner is present at the time of the violation(s) or has actual or constructive knowledge of a potential violation.

Section 12-42. Penalties.

Any person violating any provision of this article shall be deemed guilty of a misdemeanor and shall for every offense be punished in accordance with Section 1-7 of the Oconee County Code of Ordinances. Each day on which there is a violation, or every separate and distinct event constituting a violation, of this article shall constitute a separate and distinct violation and offense under this article. The County may also seek injunctive or other relief, as appropriate.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: May 2, 2017
COUNCIL MEETING TIME: 6:00**

ITEM TITLE [Brief Statement]:

Ordinance 2017-10 “AN ORDINANCE TO AMEND CHAPTER 6, ARTICLE III OF THE CODE OF ORDINANCES OF OCONEE COUNTY PERTAINING TO THE OCONEE COUNTY BOARD OF BUILDING CODE APPEALS; AND OTHER MATTERS RELATED THERETO.”

BACKGROUND DESCRIPTION:

Ordinance 2017-10 will revise Article 3 of Chapter 6 of the Oconee County Code of Ordinances (the “Code”). The section of Article 3 in question deals with appeals from decisions of Oconee County building officials to a County Board of Building Code Appeals (the “Board”). Ordinance 2017-10 establishes a more comprehensive structure as to the membership and procedural requirements of the Board, primarily ensuring that Board members are qualified to serve by way of professional experience and/or credentials as an architect, engineer, contractor, or member of the construction materials industry. The ordinance also establishes the Oconee County Fire Chief as a non-voting ex-officio member.

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 on Ordinance 2017-10

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2017-10

**AN ORDINANCE TO AMEND CHAPTER 6, ARTICLE III OF THE
CODE OF ORDINANCES OF OCONEE COUNTY PERTAINING TO
THE OCONEE COUNTY BOARD OF BUILDING CODE APPEALS; AND
OTHER MATTERS RELATED THERETO.**

WHEREAS, Oconee County, South Carolina (the “County”) a body politic and corporate and a political subdivision of the State of South Carolina (the “State”) is mandated by the provisions of Title 6, Chapter 9 of the Code of Laws of South Carolina to enforce certain national building and safety codes in furtherance of the implementation of the public policy of the State; and,

WHEREAS, the State has specified that the building, residential, gas, plumbing, mechanical, fire, and energy codes as promulgated, published, or made available by the International Code Council, Inc., with South Carolina modifications, and the National Electrical Code as published by the National Fire Protection Association (all collectively the “Code”), are the sole national building and safety codes to be enforced; and,

WHEREAS, Oconee County has duly adopted and implemented enforcement of the Code in conformity with state law; and,

WHEREAS, adoption of the Code establishes an appeal board (the “Board”) to hear appeals from parties aggrieved by determinations and actions taken by building code personnel; and,

WHEREAS, the Board is charged with the consideration of, and rendering decisions related to, interpretations of a highly technical and complex nature involving issues that potentially impact life and property; and,

WHEREAS, members of the Board should possess a great understanding of construction-related issues in order to minimize the risk of potential negative impacts on life and property stemming from Board decisions.

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

1. Section 6-85 of Chapter 6 of the Code of Ordinances of Oconee County, entitled “Appeals,” is hereby revised, rewritten, and amended to read as set forth in “Attachment A” which is attached hereto and incorporated herein by reference.

2. Notwithstanding anything contained herein to the contrary, to further an orderly transition to the provisions of this Ordinance, members of the existing County Board of Building Code Appeals shall continue to serve, through the end of their present term, on the Board as constituted by this Ordinance, regardless of their professional experience and/or credentials. The total membership of the Board shall, nonetheless, not exceed seven (7) persons.

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

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

5. 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.

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

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

ATTEST:

 Katie Smith
 Clerk to Oconee County Council

 Edda Cammick, Chair
 Chair, Oconee County Council

First Reading: May 2, 2017
 Second Reading: _____
 Third Reading: _____
 Public Hearing: _____

ATTACHMENT A
To Ordinance 2017-10

Sec. 6-85. Appeals.

1. Appeals Generally:

- a. Any person who is aggrieved by any determination or action made or taken by the building official or his designated representative may appeal the determination to the County Board of Building Code Appeals (the "Board").
- b. The appeal shall be in writing, shall clearly set forth the reasons therefor, and shall otherwise be in conformance with applicable portions of the regulatory codes referenced in Section 6-40 of the Oconee County Code of Ordinances. The Board may establish forms for such appeals.

2. County Board of Building Code Appeals (the "Board"):

- a. The Board shall consist of seven members appointed by Oconee County Council ("Council"), with membership contingent upon documentation of professional experience and/or credentials, as appropriate.
- b. The membership of the Board of shall be constituted as follows:
 - One (1) architect
 - One (1) engineer
 - Four (4) licensed contractors
 - One (1) member of the construction materials industry
 - The Oconee County Fire Chief shall serve as a non-voting, ex-officio member

An active professional license shall not be required for membership by individuals having retired in good standing from one of the specified professions.

- c. Members of the Board shall be selected at-large from individuals whose primary residence is located within Oconee County; however, no more than three (3) members may reside within any single County Council District.
- d. Interested candidates for the Board shall complete the "Questionnaire for Board/Commission" and submit it to the Clerk to Council for distribution to Council. Council is not required to select a member from the submitted questionnaires; members of Council may directly solicit a candidate for appointment to the Board. However, all potential candidates, whether those submitting questionnaires on their own or those solicited for

appointment by members of Council, must complete the "Questionnaire for Board/Commission" and submit it to the Clerk to Council for distribution to Council before being appointed.

- e. All appointments to the Board will be made upon recommendation by a Council member and an affirmative vote by Council.
- f. The length of the regular term served by each member shall be four (4) years, beginning on January 1st of the year of appointment. For the purposes of implementing the standards of this section and thereby establishing a reappointment/replacement schedule of the membership of the Board to staggered terms, the length of terms served by the initial appointees approved under the standards of this section shall be as follows:

Two (2) licensed contractors and (1) engineer shall each serve an initial term of two (2) years; all other members shall serve an initial term of four (4) years.

- g. Members may serve no more than two (2) consecutive terms.
- h. In the event the regular term of a member in good standing expires prior to reappointment or replacement by Council, said member shall continue to serve until his or her replacement is appointed and qualified. The date of reappointment or replacement, however, in no way alters the scheduled length of the term.
- i. A member who is absent from three (3) consecutive meetings within any twelve (12) calendar month period without adequate excuse, such as documented illness, shall be reported by the chairperson of the Board to Council and is subject to replacement by Council.
- j. Any member may be removed or replaced at will by majority vote of Council.
- k. Failure of a member to recuse himself due to a conflict of interest is grounds for immediate removal by Council.
- l. Should any member of the Board move or establish primary residence outside of Oconee County, such relocation shall constitute a resignation by the member, and a replacement member shall be appointed to fill the unexpired term of such resigned member.
- m. **Officers:** The Board shall organize itself, electing one (1) of its members as chairman and one (1) as vice-chairman, whose terms must each be for one (1) year. The chairman and vice-chairman shall have the right to vote. The Board may appoint a secretary, who may be a member of the Board or an employee of the County. If the secretary is a member of the Board, he

shall also have the right to vote. Vacancies in such offices by reason of death, resignation, or replacement shall be filled for the unexpired term of the officer whose position becomes vacant, in the same manner as the original election or appointment.

- n. **Meetings:** The Board shall establish a meeting schedule during its first meeting of the calendar year. The Board shall meet at least once per month.
- o. **Bylaws:** In addition, the Board shall duly adopt such bylaws as may be necessary for the orderly performance of its duties and functions. Any bylaws which may be adopted by the Board for the orderly performance of its duties shall comply with all provisions of the general law of the State of South Carolina and of this Ordinance, and of all other Ordinances of Oconee County, including but not limited to the Freedom of Information Act.
- p. The Board shall comply with the provisions of the South Carolina Freedom of Information Act ("FOIA") and the requirements set forth in the Code of Ordinances and subsequent ordinances concerning freedom of information and the conduct of public meetings.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: May 2, 2017
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2017-11 “AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE CONTROL FREE DISTRICT; AND OTHER MATTERS RELATED THERETO.”

BACKGROUND DESCRIPTION:

Proposed Ordinance 2017-11 will amend section § 38-10.2 of the Oconee County Code of Ordinances by removing the clause “any parcel subsequently rezoned to any other district shall not be a part of the control free district at any future date.” After first reading, this proposed ordinance will need to be referred to the Planning Commission for review and report.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

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

Approved by : _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : _____ **Grants**

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

It is staff’s recommendation that Council takes first reading of Ordinance 2017-11 and refers the same to the Planning Commission for review and report.

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

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2017-11

AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE CONTROL FREE DISTRICT; 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 (“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, certain sections of Chapter 38 of the Code of Ordinances involving the Control Free District; 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 38-10.2 of Chapter 38 of the Code of Ordinances, entitled *Control Free District (CFD)*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto incorporated herein by reference. This amendment to Section 38-10.2 is limited to the deletion of the clause “any parcel subsequently rezoned to any other district shall not be a part of the control free district at any future date.”

2. County Council hereby declares and establishes its legislative intent that Attachment A, hereto, as may perhaps be amended from time to time, become the applicable zoning provisions of the County, or parts thereof, with regard to the sections amended by Attachment A, from and after its adoption, states its intent to so adopt Attachment A, 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 by Section 4-9-130, South Carolina Code, 1976, as amended.

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

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard, 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.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Section 38-10.2 of Chapter 38, not amended hereby, directly or by implication, shall remain in full force and effect.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council, and will apply to all land use and zoning processes initiated after first (1st) reading hereof. All processes actually initiated by submitting a properly and legally completed petition to the County, at a minimum, prior to first (1st) reading of this ordinance and the establishment of the pending ordinance doctrine thereby, shall be completed under the zoning and performance standard 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:

Clerk to Oconee County Council
Katie Smith

Edda Cammick
Chair, Oconee County Council

First Reading: May 2, 2017
Second Reading: _____
Third Reading: _____
Public Hearing: _____

ATTACHMENT A
To Ordinance 2017-11

Sec. 38-10.2. - Control free district (CFD).

The control free district is intended to be the initial zoning district for all parcels within the jurisdiction at the time of initial adoption of zoning in Oconee County.

Dimensional requirements:

Residential Uses		Density and Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	N/A	Greater than or equal to ½ acre	N/A	N/A	25	5	10	65
	N/A	Less than ½ acre to greater than or equal to ¼ acre	N/A	N/A	15	5	5	65
	N/A	Less than ¼ acre	N/A	N/A	10	5	5	65
Nonresidential Uses		Minimum Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Lot Size	Min. Width (ft.)		Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	N/A	Greater than or equal to ½ acre	N/A		25	5	10	65
	N/A	Less than ½ acre to greater than or equal to ¼ acre	N/A		15	5	5	65
	N/A	Less than ¼ acre	N/A		10	5	5	65

These setback requirements shall not apply to subdivision plats that were recorded in the Office of the Oconee County Register of Deeds prior to May 7, 2002.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: May 2, 2017
COUNCIL MEETING TIME: 6:00 p.m.**

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2017-12 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE FOOTHILLS AGRICULTURAL RESOURCE AND MARKETING CENTER AS LESSEE; AND OTHER MATTERS RELATED THERETO.”

BACKGROUND DESCRIPTION:

Ordinance 2017-12 will authorize the County Administrator to execute and deliver a Ground Lease Agreement between Oconee County as Lessor and the Foothills Agricultural Resource and Marketing Center, a South Carolina nonprofit entity, as Lessee in relation to certain county-owned property located on Sandifer Blvd., consisting of approximately fifty-eight (58) acres, and bearing TMS# 252-00-02-003. The leased premises will be used as a multimodal agricultural resource and marketing center, to include the operation of a fair and a farmers market, along with facilities and operations focused on agricultural economic development, education, and entertainment, among other related activities, all for the general public good and welfare.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget.

Approved by : _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: /

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 2017-12.

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2017-12

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE FOOTHILLS AGRICULTURAL RESOURCE AND MARKETING CENTER AS LESSEE; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the County currently desires to execute and enter into a Ground Lease Agreement (the "Lease") with the Foothills Agricultural Resource and Marketing Center, a South Carolina nonprofit entity, ("Lessee") in relation to certain property located on Sandifer Blvd., consisting of approximately fifty-eight (58) acres, and bearing TMS# 252-00-02-003 (the "Premises"); and

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

WHEREAS, Lessee endeavors to develop the Premises as a multimodal agricultural resource and marketing center, to include the operation of a fair and a farmers market, along with facilities and operations focused on agricultural economic development, education, and entertainment, among other related activities, all for the general public good and welfare; and

WHEREAS, the Premises are suitable for the uses proposed by Lessee.

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

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

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be

necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

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

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

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

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

ATTEST:

Clerk to Oconee County Council
Katie Smith

Edda Cammick
Chair, Oconee County Council

First Reading: May 2, 2017
Second Reading: _____
Third Reading: _____
Public Hearing: _____

EXHIBIT A

To be produced following negotiations and/or execution

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: May 2, 2017
COUNCIL MEETING TIME: 6:00**

ITEM TITLE [Brief Statement]:

Resolution 2017-05 “A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF THE SOUTH CAROLINA STATEWIDE MUTUAL AID AGREEMENT FOR EMERGENCY AND DISASTER RESPONSE/RECOVERY.”

BACKGROUND DESCRIPTION:

Resolution 2017-05 will authorize the County Administrator to execute and deliver the South Carolina Statewide Mutual Aid Agreement (the “Agreement”) on behalf of the County. The Agreement provides a specific plan for the allocation of personnel, equipment, and other resources among the various jurisdictions within the state of South Carolina in the event of a natural or manmade disaster or emergency.

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 pass Resolution 2016-16.

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2017-05**

**A RESOLUTION AUTHORIZING THE EXECUTION AND
DELIVERY OF THE SOUTH CAROLINA STATEWIDE MUTUAL
AID AGREEMENT FOR EMERGENCY AND DISASTER
RESPONSE/RECOVERY.**

WHEREAS, the South Carolina Constitution, Article VIII, Section 13, provides that any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof; and

WHEREAS, the South Carolina Code of Laws, Section 25-1-450, requires that State, county, and municipal governments cooperate in developing and maintaining a plan for mutual assistance in emergencies; and

WHEREAS, the South Carolina Code of Laws, Section 6-11-1810, provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in South Carolina at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and

WHEREAS, the State of South Carolina is geographically vulnerable to hurricanes, tornadoes, flooding, other natural disasters, and technological or other hazards that in the past have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the entities participating in the Statewide Mutual Aid Agreement for Emergency and Disaster Response/Recovery (the "Agreement") recognize the potential for needing additional personnel and equipment to mitigate damage and restore vital services in the case of a disaster; and

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

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

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

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Agreement and to execute and deliver any such documents and instruments on behalf of the County. The County Administrator is also authorized to designate the “Authorized Representatives” for purposes of the Agreement on behalf of the County.

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

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

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

ATTEST:

Clerk to Oconee County Council
Katie Smith

Edda Cammick
Chair, Oconee County Council

Exhibit A

**STATE OF SOUTH CAROLINA
STATEWIDE MUTUAL AID AGREEMENT
FOR
EMERGENCY AND DISASTER RESPONSE/RECOVERY**

THIS AGREEMENT IS ENTERED INTO BETWEEN THE STATE OF SOUTH CAROLINA AND BY AND AMONG EACH COUNTY, MUNICIPALITY, POLITICAL SUBDIVISION, STATE AGENCY, AND EMERGENCY SERVICE ENTITY THAT EXECUTES AND ADOPTS THE TERMS AND CONDITIONS CONTAINED HEREIN, BASED UPON THE FOLLOWING FACTS:

WHEREAS, the South Carolina Constitution, Article VIII, Section 13, provides that any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof; and

WHEREAS, the South Carolina Code of Laws, Section 25-1-450, requires that State, county, and municipal governments shall cooperate in developing and maintaining a plan for mutual assistance in emergencies; and

WHEREAS, the South Carolina Code of Laws, Section 6-11-1810, provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in South Carolina at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and

WHEREAS, the State of South Carolina is geographically vulnerable to hurricanes, tornadoes, flooding, other natural disasters, and technological or other hazards that in the past have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the Parties to this Agreement recognize that additional personnel and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications with the personnel of the other Participating Government by visits, compilation of asset inventories, exchange of information, and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

A. AGREEMENT - the Statewide Mutual Aid Agreement for emergency and disaster response/recovery. Counties, municipalities, political subdivisions, state agencies, and emergency service entities of the State of South Carolina may become a party to this Agreement by executing a copy of this Agreement and providing a copy with original signatures and, when necessary, the authorizing resolution(s) to the State of South Carolina Emergency Management Division (hereinafter referred to as "SCEMD"). Copies of the Agreement with original signatures shall be filed and maintained at SCEMD in West Columbia, South Carolina.

B. REQUESTING PARTY - the Participating Government entity requesting aid in the event of an emergency.

C. ASSISTING PARTY - the Participating Government entity furnishing equipment, services, and/or personnel to the Requesting Party.

D. AUTHORIZED REPRESENTATIVE - an employee of a Participating Government who is authorized in writing by that government to request, offer, or provide assistance under the terms of this Agreement. The list of Authorized Representatives for the Participating Government executing this Agreement shall be attached as Exhibit A and shall be updated as needed by each Participating Government.

E. SCEMD - the South Carolina Emergency Management Division, Office of the Adjutant General.

F. EMERGENCY - any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in or which may result in, substantial injury or harm to the population, or substantial damage to or loss of property.

G. DISASTER - any natural, technological, or civil emergency that causes or threatens damage of sufficient severity and magnitude that exceeds the capabilities of the local, county, or state governments.

H. PARTICIPATING GOVERNMENT - any county, municipality, political subdivision, state agency, or emergency service entity of the State of South Carolina which executes this Agreement and supplies a complete executed copy, as stated herein, to SCEMD.

I. PERIOD OF ASSISTANCE - the period of time beginning with the departure of any personnel of the Assisting Party, from any point, for the purpose of traveling to the Requesting Party in order to provide assistance, and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The Period of Assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party, during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at, or return from, the Requesting Party.

J. WORK OR WORK-RELATED PERIOD - any period of time in which both the personnel or equipment of the Assisting Party is being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such periods of time are rest breaks after which the personnel of the Assisting Party shall return to active work within a reasonable time. Specifically excluded from such periods of time are breakfast, lunch, and dinner breaks.

SECTION 2. PROCEDURES

When a Participating Government either becomes affected by or is under imminent threat of a disaster or emergency, it may invoke emergency-related mutual aid assistance either by: 1) submitting, in writing, a request for mutual aid to the Assisting Party, 2) by orally communicating a request for mutual aid assistance to the Assisting Party or to SCEMD, followed as soon as practicable by written confirmation of said request, or 3) by submitting a resource request to SCEMD with the intent for SCEMD to facilitate coordination of mutual aid by matching available resources to the Requesting Party. Mutual aid shall not be requested by any Participating Government unless resources available within the stricken area are deemed inadequate by that Participating Government. Requests for State or Federal emergency response assistance shall be made in accordance with the State Emergency Operations Plan. All requests for mutual aid shall be transmitted by the Authorized Representative or the Director of the County Emergency Management Agency. Requests for assistance may be communicated either to SCEMD or directly to an Assisting Party.

A. REQUESTS DIRECTLY TO ASSISTING PARTY: The Requesting Party may directly contact the Authorized Representative of the Assisting Party and shall provide them with the information in Paragraph C below. All communications shall be conducted directly between Requesting Party and Assisting Party. Each party shall be responsible for keeping SCEMD advised of the status of the response activities.

B REQUESTS ROUTED THROUGH, OR ORIGINATING FROM SCEMD: The Requesting Party may directly contact SCEMD, in which case it shall provide SCEMD with the information in Paragraph C below. SCEMD may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. SCEMD shall not be responsible for costs associated with such indirect requests for assistance, unless SCEMD so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall SCEMD or the State of South Carolina be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be solely responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.

C. REQUIRED INFORMATION: Each request for assistance shall be accompanied by the following information to the extent known:

1. A general description of the current situation;
2. Identification of the function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and other medical services, search and rescue, etc.) and the type of assistance needed;
3. Identification of the public infrastructure system for which assistance is needed (e.g., sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed;
4. The amount and type of personnel, equipment, materials, and supplies needed, and a reasonable estimate of the length of time they will be needed;
5. The need for sites, structures or buildings outside the Requesting Party's jurisdictional boundaries to serve as relief centers or staging areas for incoming emergency goods and services;
6. An estimated time and a specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party; and
7. An estimate of expected costs from the Assisting Party to include any incidental expenses the Assisting Party expects to recoup from the Requesting Party.

This information may be provided on the form attached as Exhibit B, or by any other available means. SCEMD may revise the format of Exhibit B subsequent to the execution of this Agreement.

D. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE: When contacted by a Requesting Party or SCEMD, the Authorized Representative of any Participating Government agrees to assess and determine availability of personnel, equipment, and other resources to render assistance. All Participating Governments shall render assistance to the extent that personnel, equipment, and resources are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his/her Participating Government has available personnel, equipment, or other resources, the Authorized Representative shall so notify the Requesting Party or SCEMD, whichever communicated the request, and provide the information below. SCEMD shall, upon response from sufficient Participating Governments to meet the needs of the Requesting Party, notify the Authorized Representative of the Requesting Party and provide him/her with the following information to the extent known:

1. A complete description of the personnel, equipment, and materials to be furnished to the Requesting Party;
2. The estimated length of time the personnel, equipment, and materials will be available;
3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as supervisory personnel; and
5. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party.

E. SUPERVISION AND CONTROL: The personnel, equipment, and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall provide work tasks to the supervisory personnel of the Assisting Party.

The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party, based on task or mission assignments provided by the Requesting Party and SCEMD. The designated supervisory personnel of the Assisting Party shall:

1. Maintain daily personnel time records, material records, and a log of equipment hours;
2. Be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and
3. Report work progress to the Requesting Party.

The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party and SCEMD. At least twenty-four (24) hour advance notification of intent to withdraw personnel or resources shall be provided to the Requesting Party, unless such notice is not practicable, in which case such notice as is reasonable shall be provided.

F. FOOD, HOUSING, AND SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location until the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

G. COMMUNICATIONS: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

H. RIGHTS AND PRIVILEGES: Whenever the employees of the Assisting Party are rendering aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation accruing to their employment.

I. WRITTEN ACKNOWLEDGMENT: The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered, setting forth the information transmitted in the request, and shall transmit it by the quickest practical means to the Requesting Party or SCEMD, as applicable, for approval. The form to serve as this written acknowledgment is attached as Exhibit C. The Requesting Party/Division shall respond to the written acknowledgment by executing and returning a copy to the Assisting Party by the quickest practical means. The Requesting Party/Division shall retain a copy of this acknowledgement for its own records.

SECTION 3. REIMBURSABLE EXPENSES

A. PROCEDURES FOR REIMBURSEMENT: Unless the Assisting Party states otherwise in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

1. An Assisting Party shall bill the Requesting Party as soon as practicable, but not later than forty-five (45) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Governments, the time frame may be extended as agreed upon by the two parties.
2. If the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than forty-five (45) calendar days after the bill is received. Failure to protest any bill or billed item in writing within forty-five (45) calendar days shall constitute agreement to the bill and the items on the bill and waiver of the right to contest the bill.

B. COSTS ELIGIBLE FOR REIMBURSEMENT: The costs incurred by the Assisting Party under this Agreement shall be reimbursed as requested in order to make the Assisting Party whole to the fullest extent practicable.

1. The Assisting Party shall only be reimbursed for those expenses incurred in the performance of such work specified in a written request as approved by the Requesting Party.

2. Expenses incurred in support of work not specified in an approved written request shall be the sole responsibility of the Assisting Party.

3. Travel-related expenses (meals, lodging, and transportation) shall be reimbursed in accordance with the terms of the Assisting Party's pay and travel policies.

4. The Requesting Party shall reimburse the Assisting Party for employment costs of personnel who render assistance under this Agreement to Assisting Party, including wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. Employees of the Assisting Party shall retain all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment while providing assistance to the Requesting Party.

5. The costs associated with the equipment supplied by the Assisting Party shall be reimbursed at the rental rate established for like equipment by the regulations of the Federal Emergency Management Agency, or at any other rental rate agreed to by the Requesting Party. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair

services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

6. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

7. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall comply with State audit requirements as specified in applicable State regulations. Upon reasonable notice, the Assisting Party shall make its records available to the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

SECTION 4. INSURANCE

Each Participating Government shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. If a Participating Government is insured, its file shall contain a letter from its insurance carrier

authorizing it to provide and receive assistance under this Agreement, and indicating that there will be no lapse in its insurance coverage, either on employees, vehicles, or liability. If a Participating Government is self-insured, its file shall contain a copy of a resolution authorizing its self-insurance program. Each Assisting Party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement. The amount of reimbursement from the Requesting Party shall be reduced by the amount of any insurance proceeds to which the Assisting Party is entitled as a result of losses experienced in rendering assistance pursuant to this Agreement.

SECTION 5. LIABILITY

To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.

SECTION 6. TERM

This Agreement shall be in effect for one (1) year from the date hereof and is renewed automatically in successive one (1) year terms unless terminated upon sixty (60) days advance written notice by the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon the Director, South Carolina Emergency Management Division, Office of the Adjutant General, West Columbia, South Carolina, which shall provide copies to all other Participating Governments. Notice of termination shall not relieve the withdrawing Participating Government from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until sixty (60) days after notice thereof has been sent by the Director, South Carolina Emergency Management Division, Office of the Adjutant General, to all other Participating Governments. It is the responsibility of the signatory to update the signatures as required.

SECTION 7. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution thereof.

SECTION 8. ROLE OF SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

SCEMD shall serve as the central repository for executed Agreements, maintain a current listing of Participating Governments with their Authorized Representative and contact information, and provide a listing of the Participating Governments online at the SCEMD website.

SECTION 9. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this Agreement have entered into other mutual aid agreements or inter-local agreements, those parties agree that said agreements are superseded by this Agreement only for emergency management assistance and activities performed in major disasters pursuant to this Agreement. In the event that two or more parties to this Agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this Agreement shall apply unless otherwise agreed between those parties.

[Intentionally left blank]

FOR ADOPTION BY A STATE AGENCY

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the dates set forth below:

STATE OF SOUTH CAROLINA

By: _____
Director, South Carolina Emergency
Management Division

Date: _____

STATE OF SOUTH CAROLINA

Name of State Agency

By: _____
Signature

Date: _____

Printed Name

Its: _____
Title

**FOR ADOPTION BY A MUNICIPALITY, POLITICAL SUBDIVISION, OR
EMERGENCY SERVICE ENTITY**

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the dates set forth below:

STATE OF SOUTH CAROLINA

By: _____
Director, South Carolina Emergency
Management Division

Date: _____

EXECUTED BY _____ IN _____
COUNTY (attach authorizing resolution or ordinance if necessary).

Authorized Official:

By: _____
Signature

Date: _____

Printed Name

Its: _____
Title

FOR ADOPTION BY A COUNTY

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the dates set forth below:

STATE OF SOUTH CAROLINA

By: _____

Date: _____

Director, South Carolina Emergency
Management Division

COUNTY OF: _____

Chairman/Administrator:

By: _____

Date: _____

Signature

Printed Name

Its: _____

Title

APPROVED AS TO FORM:

Office of the County Attorney

By: _____

Date: _____

Signature

Printed Name

Signature Page (County)

**STATEWIDE MUTUAL AID AGREEMENT
EXHIBIT A: AUTHORIZED REPRESENTATIVES**

Date: _____

Name of Participating Government: _____

Mailing Address: _____

City, State, Zip Code: _____

Authorized Representatives to Contact for Emergency Assistance:

Primary Representative:

Name: _____

Title: _____

Address: _____

Day Phone: _____

Night Phone: _____

Fax Number: _____

Email: _____

1st Alternate Representative:

Name: _____

Title: _____

Address: _____

Day Phone: _____

Night Phone: _____

Fax Number: _____

Email: _____

2nd Alternate Representative:

Name: _____

Title: _____

Address: _____

Day Phone: _____

Night Phone: _____

Fax Number: _____

Email: _____

STATEWIDE MUTUAL AID AGREEMENT

EXHIBIT B: REQUIRED INFORMATION

Each request for assistance shall be accompanied by the following information, to the extent known:

1. General description of the damage sustained;
2. Identification of the emergency service function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building, inspection, planning, and information assistance, mass care, resource support, health and other medical services, search and rescue, etc.) and the particular type of assistance needed;
3. Identification of the public infrastructure system for which assistance is needed (e.g., sanitary sewer, portable water, streets, or storm water systems) and the type of work assistance needed;
4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
5. The need for sites, structures or buildings outside the Requesting Party's jurisdictional boundaries to serve as relief centers or staging areas for incoming emergency goods and services;
6. An estimated time and specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party;
7. An estimate of expected costs from the Assisting Party to include any incidental expenses they plan to recoup from the Requesting Party;

STATEWIDE MUTUAL AID AGREEMENT
EXHIBIT C: ACKNOWLEDGMENT

To be completed by each Assisting Party.

NAME OF ASSISTING PARTY: _____

AUTHORIZED REPRESENTATIVE: _____

CONTACT NUMBER/PROCEDURES: _____

1. Assistance to be provided:

<u>Resource Type</u>	<u>Amount</u>	<u>Assignment</u>	<u>Est. Time of Arrival</u>
----------------------	---------------	-------------------	-----------------------------

2. Availability of additional resources:

3. Time limitations, if any:



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

Special
points of
interest:

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2017 ACOG Board
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Appalachian Council of Governments

Annual Report January-December 2016



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Serving six counties and forty-two municipalities since 1965

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Publication Information

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



ACOG Board Chair
Dennis Claramunt

"Our purpose is to enhance the lives of people living in the six-county South Carolina Appalachian Region."



Letter from Chairman Dennis Claramunt

We are pleased to provide this Annual Report for the Appalachian Council of Governments, covering activities and accomplishments in 2016.

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

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

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

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

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

Respectfully,

Dennis Claramunt, Chair
Board of Directors

About ACOG

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

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

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

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

In 2016, approximately 75 percent of ACOG revenue came from federal funding. We encourage all the entities in our region to utilize this funding. Because of these federal dollars, we provide many services at no charge.

Policy, Management & Operations

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

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



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



Regionally, the Information, Referral and Assistance Specialist provided information and assistance to over 12,000 seniors and caregivers. This was a 35% increase from 2015.

ACOG's Area Agency on Aging

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

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

A Glimpse Back at 2016

Ombudsman Program

The Ombudsman Program received 1,572 cases, 45% increase from 2015, on behalf of residents living in long term care facilities. 698 of those consults led to investigations of abuse, neglect, exploitation and other issues. In addition, the Volunteer Ombudsman Program helped with 985 "friendly" visits to facilities.

Family Caregiver Support Program

The Family Caregiver Support Program provided \$360,149 in supplies, in-home respite, educational tutoring, clothes, shoes and school supplies. Funding provided to caregivers increased by 12% during 2016.

Medicare Guidance

- Certified Insurance Counselors provided on-site awareness, education and enrollment assistance to 20% more Medicare beneficiaries in 2016 with 5,132 served. Increased outreach throughout the region was the main driver of the increase.
- More than 900 applications were completed for the Medicare Savings Program, and over 726 applications were completed for extra help with the Medicare Drug Program.



Appalachian Development Corporation

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

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

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



Just over \$1 million in ARC and IRP loans were closed in 2010, thereby leveraging more than \$5.4 million in additional private capital.



Finance Department

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

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

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



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

Government Services

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

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

Examples of 2016 Services

- Provided technical assistance to local governments and SPDs in the six-county region in the areas of personnel, municipal court administration, organizational behavior, retirement and health insurance, finance and taxation, and other local government issues
- Facilitated four HomeTown Connection meetings at ACOG on behalf of South Carolina Municipal Association to Upstate
- Provided seven-week basic management/supervisory training programs for lower-level and first-time supervisors; also provided training in the areas of customer service and sexual harassment
 - Provided assistance to small jurisdictions on budget matters and handling of tax and fee administration; advised on permitted uses of Accommodation and Hospitality Taxes; counseled jurisdictions on Freedom of Information and public communication issues; provided on-call assistance to town staff on public administration questions
 - Provided individual orientations to newly elected officials on matters of finance, public information and South Carolina local government law; routinely fielded questions from elected officials on a range of problems; provided a no-cost source of experience and information to these individuals.
 - Served as a "roving administrator" for communities of Inman and Duncan
 - Delivered interim staffing to the City of Anderson's Human Resources Department during transition following departure of long time HR Director.
 - Assisted communities with staffing searches including directly facilitating the recruitment, background check, and interview processes.

Grant Services

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

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

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



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

Grant applications submitted by ACOG in 2016 garnered more than \$2.7 million from CDBG and ARC grant programs.

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



Appalachian Regional Commission

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



Building Better Neighborhoods Block Grant (CDBG)

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



Economic Development Administration

- Infrastructure improvement grants for economic development



USDA - Rural Development

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

State Grant Programs including:

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



WorkLink Workforce Investment Board

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



More than 1,900 job seekers were served through 79 hiring events in 2016.

WorkLink funds programs for adults, dislocated workers and youth ages 17 to 24, along with supporting employers and businesses through the On-the-Job Training and Incumbent-Worker Training programs. In 2016, WorkLink partnered with SCDEW and other partner agencies in their three-county service region to offer a variety of hiring events, workshops and job fairs, as well as the Business & Industry Showcase, to connect companies with jobseekers and ensure those jobseekers have the skills needed to find employment.

Quick Facts 2016

77,188 customers accessed job search services

18,379 customer visits to SC Works Centers in Anderson, Clemson, Easley and Seneca

1,919 job seekers were served through **79** hiring events; **739** job seekers found employment

1,133 workshops and other group activities were held

4,000+ eighth-graders attended the Anderson/Oconee/Pickens Business & Industry Showcase through assistance with transportation funding provided by WorkLink

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

Planning & Economic Development

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

2016 REGIONAL PLANNING INITIATIVES

The Regional Economic Indicators Project

Under a shared planning grant from the U.S. Economic Development Administration, ACOG completed a special "Economic Indicators" reports in 2016. The report focused on the pre and post-recession performance of key industry "clusters" in the Appalachian region.

InfoMentum Online Program

Completed the "InfoMentum Mobile" App which is a series of mobile websites for each county which allows users to quickly search for and share detailed property information with prospects from their mobile devices. The project was selected for a 2016 Innovation Award from the National Association of Development Organizations (NADO) Research Foundation.



Mauldin Customized Property Search Tool

Worked with the City of Mauldin to develop a custom property search website that helps market office and commercial space within the City. The site allows prospective entrepreneurs to search for properties and buildings through a range of search criteria and have access to custom-branded site and building flyers for each property. This effort helps the City of Mauldin promote economic development through recruitment and business retention. This project is the second of two pilot projects that are part of our efforts to increase the tools we can offer to serve local governments throughout the region.

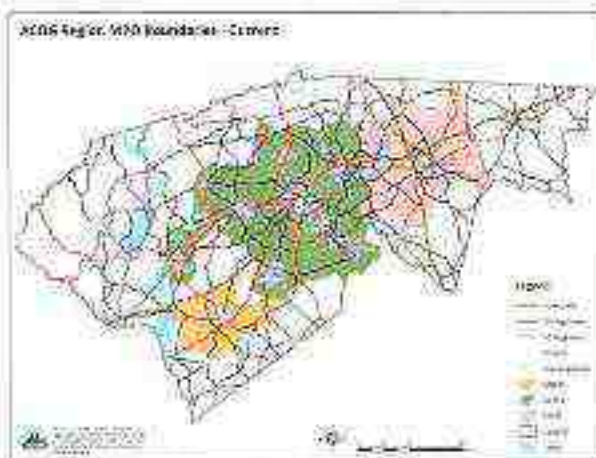
Planning & Economic Development

Planning Assistance

- Assisted Westminster, Belton, Pendleton, and Spartanburg County with updates to their Comprehensive Plans.
- Worked with Chesnee, Honea Path, Easley, Inman and Cherokee County on updating parts of their zoning and land development ordinances.
- Staff provided state required planning education to 103 planning commission and board of appeals members from communities throughout the region.
- Coordinated the Federal Clean Water Act Section 208 Water Quality Management Plan activities and reviewed 167 Section 208 compliance applications. In addition, staff facilitated discussions to update the plan for the Enoree Basin.
- The 2016 Regional CEDS progress report was prepared, helping to identify the region's economic development priorities and assisting communities to be both eligible and competitive for federal grant funding.

Transportation

- Completed work on the Regional Long Range Transportation Plan (LRTP) focusing on transportation activities within the rural portion of our region. The LRTP defines overarching goals for transportation in our region, establishes existing and future transportation needs, and allocates projected revenue to transportation programs and projects that address those needs.
- Assisted local transit providers in developing applications for funding the purchase of services and vehicles for transit needs in the Region. Four agencies submitted applications requesting total funding of \$187,721. Three of four applications received funding totalling \$139,721.



Community Development

- Worked with community stakeholders and leaders in Gaffney to develop the Tank Branch Neighborhood Revitalization Plan. The declining neighborhood has begun to see a revival of late. The planning effort helped city leaders and residents attempt to coalesce around the idea of neighborhood revitalization. The plan identifies key projects and implementation strategies that the city will focus on to help support the revitalization of the Tank Branch Neighborhood.

ANDERSON COUNTY

A Glimpse at 2016

- Approved \$70,000 in loans to support local, small, entrepreneurial, and expanding Anderson County businesses, thereby leveraging another \$177,000 in private capital investment and the retention of existing jobs.
- Provided \$792,271 in services to seniors in Anderson County which included home-delivered meals, congregate meals, transportation, health promotion, homemaker services, legal assistance, minor home repair, family caregiver support, and education.
- Maintained www.scupstateadrc.org, which provides valuable information and tools for aging and disabled citizens, their caregivers, and service providers in Anderson County.
- Conducted a seven-week basic management/supervisory training program for lower-level and first-time supervisors with local governments; conducted training in the areas of Sexual and Work Place Harassment and Diversity for Anderson County and WorkLink staff; provided human resources (personnel) assistance to the county; conducted presentations in the areas of ethics, diversity, sexual harassment, and public speaking at various professional association meetings.
- Continued to work with Anderson County on the Gossett Mill Cleanup Project funded with ARC funds. The Environmental Review and Startup has been approved by DDC. Anderson County has received a Brownfields RLF loan to meet the ARC match and to cap the site; also continued to work with the county and Sandy Springs Water District on the administration of a CDBG project to upgrade water lines in the LaFrance area; continued to assist with the administration of the HOME Program.
- Worked with staff at the Anderson County Office of Economic Development on a routine basis to provide customized research and mapping services in response to RFIs from industry prospects.
- Maintained *InfoMentum Online*, the online, interactive mapping and research tool utilized by the Anderson County Economic Development Division to assist with industry retention and recruitment and the SC Small Business Development Center to assist small business owners; specific activities included: ongoing addition and update of map layers; ongoing maintenance of information on available industrial properties through synchronization of the *InfoMentum* database with the SC Dept. of Commerce's *LocateSC* database; ongoing delivery of property information through maintenance of an Anderson County-branded website and property flyers.
- Provided research and mapping assistance to the Upstate SC Alliance for economic development marketing activities in Anderson County; maintained selected socio-economic data tables for the UA website, highlighting Anderson County and the region.
- Administered the Anderson HOME Consortium including updating the Consolidated Plan, Annual Action Plan, and CAPER, as well as day to day administrative oversight and coordination of housing rehabilitation projects. The Consortium completed rehabilitation of 12 homes in the county and Belton during 2016 with a total investment of \$293,620.
- WorkLink partnered with SCDEW and multiple partner agencies in Anderson, Oconee, and Pickens Counties to offer a variety of hiring events, workshops and job fairs, as well as the Business and Industry Showcase, to connect companies with job seekers and to ensure that these job seekers have the skills they need to find employment.



***In 2016,
for every
dollar
invested
by
Anderson
County,
ACOG
programs
returned
\$35.***

ANDERSON COUNTY MUNICIPALITIES

2016 Highlights

All Municipalities

- Facilitated four HomeTown Connection meetings at ACOG on behalf of South Carolina Municipal Association.

Anderson

- Staff served as acting human resources director; completed staffing level analysis for the Neighborhood and Transit Division.
- Maintained a city-branded website and property flyers to assist in the marketing of available retail, office and restaurant properties.

Belton

- Assisted the city with administrative questions; continued to work on the administration of a CDBG project for the Belton Stringer Street Sewer Upgrade Project.
- Worked with the city to update their Comprehensive Plan and Zoning Ordinance.

Honea Path

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

Iva

- Worked on administrative activities for the Iva Water Tank Project funded with CDBG funds. The project is under construction and almost complete.
- Assisted with the development and submission of a CDBG application for a streetscape project in downtown Iva. This project was approved and the environmental review and startup activities are underway.

Pendleton

- Continued with the administrative activities for the Westinghouse Sewer Upgrade project.
- Continued to work on the administrative activities for the CDBG-funded Pendleton Streetscape project.
- Assisted with completion of the Pendleton Comprehensive Plan following the departure of the Town's Planner.

Powersville

- Worked with Powersville Water District to submit an application to ARC to assist with the funding of the I-85 Corridor Water Extension Project. This project has been funded, and bids have been received.

Williamston

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

Services to Seniors	\$792,271
Federal Direct Grants	\$773,628
Workforce Development	\$1,015,836
Small Business and Entrepreneurial Loan Program	\$70,000
Private Capital Resulting from Loans	\$177,000
Transit Services	\$53,321
Total Funding into Anderson County 2016	\$ 2,882,056
County's Annual Contribution to ACOG	\$ 81,260

CHEROKEE COUNTY

A Glimpse at 2016

- Provided \$407,058 in services to seniors in Cherokee County, which included home-delivered meals, congregate meals, transportation, health promotion, home care, legal assistance and family caregiver support
- Maintained www.scoopstatedrc.org, which provides valuable information and tools for aging and disabled citizens, their caregivers, and service providers in Cherokee County
- Conducted a seven week basic management/supervisory training program for lower-level and first-time supervisors with local governments; provided human resources (personnel) assistance to the county; conducted presentations in the areas of ethics, diversity, sexual harassment, and public speaking at various professional association meetings
- Worked with staff at the Cherokee County Development Board on a routine basis to provide technical GIS support by phone and customized research and mapping services in response to RFIs from industry prospects
- Maintained *InfoMentum Online*, the online, interactive mapping and research tool utilized by the Cherokee County Development Board to assist with industry retention and recruitment; specific activities included: ongoing addition and update of map layers; ongoing maintenance of information on available industrial properties through synchronization of the *InfoMentum* database with the SC Dept. of Commerce's *LocateSC* database; ongoing delivery of property information through maintenance of a Cherokee-branded website and property flyers
- Provided research and mapping assistance to the Upstate SC Alliance for economic development marketing activities in Cherokee County; Maintained the socio-economic data tables for the UA website, highlighting Cherokee County and the region
- Continued to host and maintain a new upgraded version of the Cherokee Public Access GIS Web Application; parcel and ownership data updates were processed and made available online when data was received from Cherokee County



- Provided staffing to the Cherokee County Planning Commission and Compliance Board of Appeals to support the administration of the County's Unified Development Standards Ordinance. Assisted in development of application streamlining with the County's Building Department.
- Assisted the Cherokee County DSN Board's application to SCDOT for Section 5310 Funds to purchase an ADA compliant 12 passenger vehicle to improve transit options for seniors and persons with disabilities.

CHEROKEE COUNTY MUNICIPALITIES

**In 2016,
for every
dollar
invested
by
Cherokee
County,
ACOG
programs
returned
\$40.**

2016 Highlights

All Municipalities

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

Blacksburg

- Provided regular assistance to the town on budget matters and handling of tax and fee administration
- Continued administration of an ARC-funded project to upgrade the Bruggs Street pump station to accommodate new growth and development; This project has now been completed.
- Worked on the administration of an ARC grant to construct sewer lines along Highway 5
- Continued to provide technical assistance related to community development, planning, and zoning issues



ACOG worked on the administration of an ARC grant to construct sewer lines along Highway 5.

Gaffney

- Provided assistance with matters related to human resources (personnel)
- Worked with the city to develop the Tank Branch Neighborhood Revitalization Plan in cooperation with residents, stakeholders, and community leaders; continued to provide technical assistance related to community development, planning, and zoning issues; provided continuing education session for the City's Planning Commission and Board of Zoning Appeals
- Worked with the city to submit a CDBG Neighborhood Revitalization grant application to improve the Tank Branch area, which has been approved
- Worked with the city to submit an application for ARC funds to assist with the development of the Gaffney Park and Amphitheater Project; ARC has approved the project, and startup activities are underway.

Services to Seniors	\$ 407,058
Federal Direct Grants	\$ 579,000
Transit Services	\$ 48,000
Total Funding into Cherokee County 2016	\$ 1,034,058
County's Annual Contribution to ACOG	\$ 25,685

GREENVILLE COUNTY

A Glimpse at 2016



- Approved \$210,000 in loans to support local, small, entrepreneurial, and expanding businesses, thereby leveraging another \$645,000 in capital investment and the retention of 17 Greenville County jobs
- Provided \$1,586,410 in services to seniors in Greenville County, which included home-delivered meals, congregate meals, transportation, health promotion, home care, legal assistance, minor home repair and family caregiver support

**For every
dollar
invested by
Greenville
County,
ACOG
programs
generated
\$15.**

- Maintained www.scoutstats@dfrc.org, which provides valuable information and tools for aging and disabled citizens, their caregivers, and service providers in Greenville County
- Conducted a seven-week basic management/supervisory training program for lower-level and first-time supervisors with local governments; assisted Parker Fire Districts with matters related to personnel and FLSA; began the task of writing an employee handbook for the Parker Fire District; conducted board training for all Greenville County fire districts; conducted presentations in the areas of ethics, diversity, sexual harassment, and public speaking at various professional association meetings
- Worked with staff at the Greenville Area Development Corporation on a routine basis to provide technical GIS support by phone and customized research and mapping services in response to RFIs from industry prospects; also coordinated the collection of consumer data for the quarterly ACCRA Cost of Living Index, in cooperation with the Greenville Area Development Corporation and the Greenville Chamber of Commerce
- Maintained *InfoMentum Online*, the online, interactive mapping and research tool utilized by the Greenville Area Development Corporation to assist with industry retention and recruitment; specific activities included: ongoing addition and update of map layers; ongoing maintenance of information on available industrial properties through synchronization of the *InfoMentum* database with the SC Dept. of Commerce's *LocateSC* database; ongoing delivery of property information through maintenance of a Greenville County-branded website and property flyers
- Provided research and mapping assistance to the Upstate SC Alliance for economic development marketing activities in Greenville County; maintained the socio-economic data tables for the UA website, highlighting Greenville County and the region
- Maintained a web mapping tool for Blue Ridge Rural Water to show service area, system components, and infrastructure; this site is used in-house for strategic planning and inventory
- Served on the Piedmont Health Foundation taskforce that explored transportation needs in Greenville County, focusing on those who experience barriers to accessing health care, jobs, education, recreation and more due to the lack of transportation; the effort resulted in a report that examined current ridership of all transportation services, needs and desires of area residents, and existing transit assets, and identified potential solutions that will help Greenville County residents get where they need to go

GREENVILLE COUNTY MUNICIPALITIES

2016 Highlights

All Municipalities

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



Greenville

- Provided temporary staffing assistance to the City's Planning Department over several months. Assisted with plan review, preparing reports, and staffing Planning Commission and Design Review Board meetings.

Mauldin

- Developed a website to market the city's available office, commercial and industrial properties; the website incorporated a user interface that enabled city staff to upload and maintain property information.



Taylors

- Worked with Taylors Town Square to provide technical assistance on working through meeting regulatory requirements as they made improvements to the Historic Taylors Mill and staged a weekly Farmers Market from May to September in addition to hosting *MadeSouth Market*, a gathering of the top makers and artisans in the south for a weekend event at the Mill that attracted over 3,000 people.

Travelers Rest

- Facilitated a council planning retreat for the city and helped council review goals and establish budget objectives for the coming year.

ACOG Aging Services Program	\$1,586,410
Small Business & Entrepreneurial Loan Program	\$210,000
Private Capital Resulting from Loans	\$645,000
Total Funding into Greenville County 2016	\$ 2,441,410
County's Annual Contribution to ACOG	\$161,274

OCONEE COUNTY

A Glimpse at 2016



- Provided \$353,082 in services to seniors in Oconee County, which included home-delivered meals, congregate meals, transportation, health promotion, home care, legal assistance and family caregiver support.
- Maintained www.scupstatearc.org, which provides valuable information and tools for aging and disabled citizens, their caregivers, and service providers in Oconee County.
- Conducted seven-week basic management/supervisory training programs for lower-level and first-time supervisors with local governments and special purpose districts; conducted training in the areas of Sexual and Work Place Harassment and Diversity for Oconee County.
- Worked with staff at the Oconee Economic Alliance on a routine basis to provide technical GIS support by phone and customized research and mapping services in response to RFIs from industry prospects.
- Maintained *InfoMentum Online*, the online, interactive mapping and research tool utilized by the Oconee Economic Alliance to assist with industry retention and recruitment; specific activities included: ongoing addition and update of map layers; ongoing maintenance of information on available industrial properties through synchronization of the *InfoMentum* database with the SC Dept. of Commerce's *LocateSC* database; ongoing delivery of property information through maintenance of an Oconee-branded website and property flyers.
- Provided research and mapping assistance to the Upstate SC Alliance for economic development marketing activities in Oconee County; maintained the socio-economic data tables for the UA website, highlighting Oconee County and the region.
- Provided overview of Hospitality and Accommodations Tax regulations, administration, and funding strategies to Destination Oconee group as they explored how revenues could promote tourism development in Oconee County.
- WorkLink partnered with SCDEW and multiple partner agencies in Anderson, Oconee and Pickens Counties to offer a variety of hiring events, workshops and job fairs, as well as the Business and Industry Showcase, to connect companies with job seekers and to ensure that those job seekers have the skills they need to find employment.



OCONEE COUNTY MUNICIPALITIES

2016 Highlights



All Municipalities

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

Walhalla

- Continued to work with the city in the administrative tasks for a CDBG grant for the Chicopee Mill Water Project - Phase Two, which is now completed and closed out; also worked with the city on the administration of the ARC-funded Downtown Improvements/Streetscape Project; the construction of this project is complete, and the closeout project is underway.

Westminster

- Continued with administration activities for the CDBG-funded Hampton Street Sewer Upgrade Project; also continued with the administration activities for the CDBG funded Electrical Transformers Upgrade Project, which is now complete.
- Began update of the Westminster Comprehensive Plan, working with the Planning Commission and key stakeholders to identify strategic issues the community will need to address in the next 10 years.

West Union

- Worked with the city to develop and submit an application for CDBG funds to undertake water system improvements in the Schroeder Street/Burns Mill Road area; the project was approved and the environmental review is complete.

**For every
dollar
invested
by Oconee
County in
2016,
ACOG
programs
generated
\$35.**



Federal Direct Grants	\$ 278,693
Workforce Development	\$ 433,754
Services to Seniors	\$ 353,082
Transit Services	\$ 38,400
Total Funding into Oconee County 2016	\$ 1,103,929
County's Annual Contribution to ACOG	\$ 31,632

PICKENS COUNTY

A Glimpse at 2016



- Approved \$142,500 in loans to support local, small, entrepreneurial, and expanding businesses, thereby leveraging another \$475,000 in private capital investment
- Provided \$487,082 in services to seniors in Pickens County which included home-delivered meals, congregate meals, transportation, health promotion, home care, legal assistance, minor home repair and family caregiver support
- Maintained www.scupstateadrc.org, which provides valuable information and tools for aging and disabled citizens, their caregivers, and service providers in Pickens County
- Conducted seven-week basic management/supervisory training programs for lower-level and first-time supervisors with local governments and special purpose districts
- Continued to work with the county and the Easley Central Water District on the CDBG-funded project to undertake sewer improvements in the Cateechiee Village community; this project is under construction and almost complete
- Worked with Alliance Pickens staff on a routine basis to provide technical GIS support by phone and customized research and mapping services in response to RFIs from industry prospects
- Maintained *InfoMentum Online*, the online, interactive mapping and research tool utilized by the Alliance Pickens to assist with industry retention and recruitment; specific activities included ongoing addition and update of map layers, ongoing maintenance of information on available industrial properties through synchronization of the *InfoMentum* database with the SC Dept. of Commerce's *LocateSC* database; ongoing delivery of property information through maintenance of a Alliance Pickens-branded website and property flyers
- WorkLink partnered with SCDEW and multiple partner agencies in Anderson, Oconee and Pickens Counties to offer a variety of hiring events, workshops and job fairs, as well as the Business and Industry Showcase, to connect companies with job seekers and to ensure that those job seekers have the skills they need to find employment



Services to Seniors	\$ 487,082
Federal Direct Grants	\$ 580,000
Workforce Development	\$825,517
Small Business & Entrepreneurial Loan Program	\$ 142,500
Private Capital Resulting from Loans	\$ 475,000
Total Funding into Pickens County 2016	\$ 2,510,099
County's Annual Contribution to ACOG	\$ 50,939

PICKENS COUNTY MUNICIPALITIES

2016 Highlights

All Municipalities

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

Easley

- Worked with Easley and the Easley Combined Utilities on the development and submission of a CDBG application for Phase Three of a project to upgrade sewer lines in the West End area of town; this project was approved and the bids have been received.
- Continued the administration of the CDBG grant for Phase Two of the West End Sewer Project, which is now complete.
- Continued the administration activities for the ARC-funded Doodle Trail Trailhead Project.

Liberty

- Continued the administration of the \$500,000 CDBG grant for the streetscape project on Commerce Street; this project is complete and in the closeout process.
- Completed Downtown Market Analysis for Liberty in conjunction with Commerce Street project to identify retail targets for the community to focus on recruiting.

Norris

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

Pickens

- Continued to work with the city on the administration of a CDBG-funded project to undertake water and sewer improvements along Ann Street; continued to assist the city with the ARC-funded project to renovate the auditorium of the Haygood Community Center.
- Provided technical assistance to the city's planning staff, Planning Commission, Zoning Board of Appeals, and Board of Architectural Review as they transitioned to in house staffing of the administration of the City's Zoning Ordinance.



For every dollar that Pickens County invested in ACOG during 2016, \$49 were returned to the County.

SPARTANBURG COUNTY

A Glimpse at 2016

- Approved \$597,500 in loans to support local, small, entrepreneurial, and expanding businesses, thereby leveraging another \$5,181,850 in private capital investment
- Provided \$659,536 in services to seniors in Spartanburg County, which included home-delivered meals, congregate meals, transportation, health promotion, home care, legal assistance, minor home repair and family caregiver support.
- Maintained www.scupstateadrc.org, which provides valuable information and tools for aging and disabled citizens, their caregivers, and service providers in Spartanburg County
- Conducted a seven-week basic management/supervisory training program for lower-level and first-time supervisors with local governments and special purpose districts; also provided varied technical assistance to special purpose districts in the areas of training, computers, management and/or personnel
- Worked on a routine basis with Spartanburg Economic Futures Group (EFG) staff to provide technical GIS support by phone and customized research and mapping services in response to RFIs from industry prospects
- Maintained *InfoMentum Online*, the online, interactive mapping and research tool utilized by the Spartanburg EFG to assist with industry retention and recruitment; specific activities included: ongoing addition and update of map layers; ongoing maintenance of information on available industrial properties through synchronization of the *InfoMentum* database with the SC Dept. of Commerce's *LocateSC* database; ongoing delivery of property information through maintenance of an EFG-branded website and property flyers
- Provided research and mapping assistance to the Upstate SC Alliance for economic development marketing activities in Spartanburg County; maintained the socio-economic data tables for the UA website, highlighting Spartanburg County and the region
- Worked with Spartanburg County's staff and Water and Sewer Committee to establish future service areas for sewer providers in the Enoree and Tyger River Basins. These service areas were approved by County Council and will help guide sewer development and the coordination between service providers for the next 20 years
- Assisted County Planning Department with update of the Population Section as part of their Comprehensive Plan update process
- Assisted the County Parks Department with customized mapping services in support of their County Parks Planning effort



Services to Seniors	\$ 659,536
Small Business and Entrepreneurial Loan Program	\$ 597,500
Private Capital Resulting from Loans	\$ 5,181,850
Federal Direct Grants	\$ 500,000
Total Funding into Spartanburg County 2016	\$ 6,938,886
Annual Contribution to ACOG	\$ 119,567

SPARTANBURG COUNTY MUNICIPALITIES

2016 Highlights

All Municipalities

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

Chesnee

- Continued to work with the city and the LCF Water District on the CDBG-funded Georgia Avenue Water Upgrade Project; the project is now complete.

Duncan

- Served as a "roving administrator" for the town, providing day-to-day administrative services on a part-time basis, providing budget oversight, guidance, drafting of policies and procedures, supervision of staff, oversight of personnel issues, etc.
- Assisted in the hiring of a full-time administrator, helping with the search, interviews, and background checks during the process.

Inman

- Continued to work with the city on the CDBG-funded project to undertake downtown streetscape improvements; also worked to develop and submit an ARC application to provide additional funding and to expand the project; this project was approved and the startup activities are underway.
- Served as a "roving administrator" for the town, providing day-to-day administrative services on a part-time basis, providing budget oversight, guidance, drafting of policies and procedures, supervision of staff, oversight of personnel issues, etc.
- Assisted in the hiring of a full-time administrator, helping with the search, interviews, and background checks during the process.

Landrum

- Provided regular assistance to the city on budget matters and handling of tax and fee administration; also provided assistance related to PESA retirement and health insurance concerns.



Lyman

- Continued administrative activities for the \$500,000 CDBG grant for the Lyman Mill Village Sewer Project; this project is complete and in the closeout process.

Reidville

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

Spartanburg

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

Woodruff

- Continued to assist in the administration of a CDBG-funded project to demolish a city-owned building and to clear and improve the site for green space.

For every dollar that Spartanburg County invested in ACOG during 2016, \$58 were returned to the County.

Meet the Board 2017

The Board and Staff of the Appalachian Council of Governments looks forward to a productive 2017. These are challenging times for many local governments and other public agencies. Please contact us if we can help in any way.

Anderson County

Ted Mattison
Mack Durham
Dennis Claramunt

Cindy Wilson
Mayor Terence Roberts
Rick Laughridge

Cherokee County

Rep. Dennis C. Moss
Ed Elliott

Rufus Foster, Jr.
Mayor Henry Jolly

David Cauthen

Greenville County

Brandy Amidon
Joe Dill
Gaye Sprague

Lillian Brock Flemming
Rev. Grady Butler
Don Godbey

Butch Kirven
Willis Meadows
Ennis Fant, Sr.

Oconee County

Sen. Thomas C. Alexander
Bob Winchester

Edda Cammick
Bennie Cunningham

Bill Brockington

Pickens County

G. Neil Smith
Rep. Neal A. Collins

Ensley Feemster

Mayor Larry Bagwell

Spartanburg County

Rep. Mike Forrester
Jane Hall
Michael Brown

Roger Nutt
Mayor Junie White
Larry Chappell

Justin Bradley
Elbert S. Tillerson, Sr.

Regional Members

Francis Crowder

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Providing Quality Services To Local Governments Since 1965.

Appalachian Council of Governments Services to Oconee County, 2016

Return on Investment

Oconee County's annual investment in the Appalachian COG is \$ 31,632. The return on that investment to Oconee County in 2016 was \$ 1,103,929, representing a return on investment ratio of \$ 35 to \$ 1.

Components of Funding through ACOG to Oconee County

\$	278,693	Federal Direct Grants ¹
	433,754	Workforce Training ²
	353,082	Services to Seniors ³
	38,400	Transit ⁴
\$	1,103,929	Total

Notes:

1. Town of West Union Schroeder Street/Parris Mill Road Water Project Community Development Block Grant.
2. Funds provide training for workers needing skills to adapt to changing technological needs, training for displaced workers, resources for incumbent worker and apprenticeship training, as well as training for out of school youth.
3. Funds provide meals (36.121 services), shelter, medical services, home health care, and transportation. This reduces the demand on County resources for addressing the needs of a growing and increasingly significant segment of the population.
3. Funds utilized for the purchase of a van for the Oconee County Disabilities and Special Needs Board.

Additional Services to Oconee County in 2016

- **Grants administration.** Continued the administration of the following grants;
 - Oconee County – Golden Corners Pump Station project (\$ 500,000 ARC)
 - Walhalla Chicopee Mill Water Project, Phase 2 (\$ 387,747 CDBG)
 - Walhalla - Downtown Improvements/Streetscape Project (\$ 500,000ARC)
 - Westminster – Northern Loop Water Line (\$ 500,000 ARC)
 - Westminster - Hampton Street Sewer Upgrade (\$ 292,528 CDBG)
 - Westminster – Electrical Transformer Upgrade (\$ 89,850)
 - West Union – Old School Site Re-development Project (\$ 110,000 CDBG)

ARC = Appalachian Regional Commission

CDBG = Community Development Block Grant

- **Entrepreneur Friendly Community Initiative Pilot Project** – Worked with several groups in the county to develop this program.
- **Provided an overview of Hospitality and Accommodations Tax regulations, administration, and funding strategies to Destination Oconee.**
- **InfoMentum.** This is a geographic and statistical data management system that is utilized by the Oconee Economic Alliance and the Upstate Alliance to provide information required by industrial and business prospects who are considering investment decisions in the County.
- **Upstate Alliance Property Navigator.** This web-based tool increases the on-line visibility of Oconee County, providing innovative interactive analysis tools and delivering more current, complete, and easily-retrieved information. Companies and site location consultants considering the area will have greater access to more in-depth information, giving Oconee County a competitive advantage for economic development.
- **Senior services benefits counseling.** Provide information on resources available to seniors.
- **Regional Comprehensive Economic Development Strategy update.** This ensures that projects in Oconee County remain eligible to receive federal Economic Development Administration and Appalachian Regional Commission grant funds.
- **Board and commission training.** ACOG provides a state mandated planning education program for board members and compliance staff for municipalities throughout the County.
- **Staff training.** ACOG provides supervisory and customer service training to employees from the County, municipalities across the County, and special purpose districts.
- **Local government support.** ACOG provides general governmental and planning assistance to Oconee County, as well as the municipalities of Salem, Seneca, Walhalla, Westminster, and West Union.

- Responded to 112 requests for information about Oconee County. These requests come from all over the world. Many are from firms considering investments in the County.

Coming Up In 2017

- Update of Rural System Transportation Improvement Program. Since 1998, this program has provided \$ 29.6 million for road improvement projects in Oconee County.
- Continuation of grant programs. Over the past five years, ACOG has helped local governments in the County secure \$ 1,825,200 in federal grant funds.
- Expansion of the small business lending program to provide additional resources for existing and new businesses.
- Enhancement of the InfoMentum support tool for economic development.
- Expansion of Aging Services in the County.
- On-going services to local governments.
- On-going state mandated planning education.

ACOG Return on Investment to Oconee County, 2012 – 2016

Year	Amount	ROI
2012	4,197,367	\$ 150 to \$ 1
2013	4,345,142	\$ 115 to \$ 1
2014	1,240,566	\$ 44 to \$ 1
2015	1,340,166	\$ 48 to \$ 1
2016	1,103,929	\$ 35 to \$ 1
Total	\$ 12,227,170	\$ 85 to \$ 1