



**AGENDA
LAURENS COUNTY COUNCIL
DECEMBER 13, 2016 – 5:30 P.M.
HISTORIC COURTHOUSE – PUBLIC SQUARE**

1. Call to Order
2. Invocation – Councilman Nash
3. Pledge of Allegiance
4. Approval of Agenda – December 13, 2016
5. Approval of Minutes - November 29, 2016 Regular Meeting
6. Reports To Council:
 - a.) Future Scholars Program Presentation – Robin Day, ED – Community Foundation
 - b.) Overview of a Basic FILOT Agreement - County Attorney Cruickshanks
 - c.) Administrator Report
7. Old Business:
 - a) Public Hearing - Ordinance #825 – Amending MCIP Agreement Donaldson Multi-County Industrial Park.
 - Third Reading – Ordinance #825 - Amending MCIP Agreement Donaldson Multi-County Industrial Park.
 - b) Second Reading – Ordinance #826 – Property Sale- County Business / Professional Park.
 - c) Approval - Revised Employee Longevity Compensation.
 - d) Approval - Revised Employee Handbook Approval.
8. New Business:
 - a) Request - State Funded Victim Advocate For Laurens County - Solicitor David Stumbo
 - b) Resolution #2016-30 – “Project Hunter” – Expansion - Authorizing Inducement Agreement
 - c) First Reading – Ordinance #828 – “Project Hunter” - FILOT
 - d) Re-appointment(s) – Ann Szypulski, Director, Laurens County Library
 - e) Countywide Branding Program – Michelle McCollum, CEO, SC National Heritage Corridor
 - f) Teknor Apex - Request for Extension of Investment Period
 - g) Energy Efficiency Program –Brad Van Meter, Manager Trane Carolinas District
 - h) Airport Capital Improvement Plan Approval – Sammy Wham, Chairman, Airport Commission
9. Public Comment - Fifteen (15) Minute Period for Public Comment (*Required to sign in prior to the meeting*)
10. County Council Comments
11. Executive Session – Legal Briefing, Employment Matter
12. Adjournment



MINUTES
NOVEMBER 29, 2016
LAURENS COUNTY COUNCIL
HISTORIC COURTHOUSE – COUNCIL CHAMBERS

ATTENDANCE: **COUNCIL MEMBERS PRESENT-** County Council Chairman Joe Wood and Vice Chairman Keith Tollison; County Council Members: Diane Anderson, Stewart Jones, Garrett McDaniel, David Pitts, and Ted Nash.

COUNCIL MEMBERS ABSENT: None.

COUNTY STAFF: Laurens County Administrator, Jon Caime; Laurens County Clerk to Council, Betty Walsh and Laurens County Attorney, Sandy Cruickshanks.

STAFF ABSENT: None.

DEPARTMENT HEADS PRESENT: Rob Russian, Director of Public Works; Joey Avery, Director of E911/Communications; Captain Tyson, Detention Center Administrator; Laurens County Human Resources Manager, Debi Parker; and Laurens County Fire Director, Greg Lindley.

PRESS: Corey Engle, *The Laurens County Advertiser*; Vic MacDonald, *The Clinton Chronicle*, Billy Dunlap, GoLaurens.com and Iva Cadmus, WLBG Radio.

PUBLIC COMMENT SIGN-UPS – There were no signups.

SCHEDULED MEETING AGENDA ITEMS – NOVEMBER 29, 2016 – 1.) Call to Order; 2.) Invocation – Councilman Jones; 3.) Pledge of Allegiance; 4.) Approval of Agenda November 29, 2016; 5.) Approval of Minutes November 8, 2016 regular session and November 17, 2016 County Council Committee on Public Works; 6.) Reports to Council: a.) Lisa Kirk, Finance Director, Fiscal Year 2016/2017 Monthly Report #4; b.) Greg Lindley, County Fire Director, Pickens County Mutual Aid; c.) County Administrator; 7.) Old Business: Revised – Laurens County Employment Manual; b.) Second Reading, Ordinance #825 – Expanding Donaldson MCIP; 8.) New Business: a.) Resolution #2016-27 – Amending MCIP for “Project Dalmatian”; b.) Resolutions of Commendation – E/911 – Dispatch Employees; c.) FEMA Grant Approval – Joey Avery, Director, E/911 – Dispatch; d.) Public Works Subcommittee Report – November 17, 2016; e.) Resolution #2016-28 – Reassigning Hillcrest Bond Ordinance #757; f.) Resolution #2016-29 – Allowing for the Transfer of Reserve Fund; 9.) Public Comment; 10.) County Council Comments; 11.) Executive Session – Legal Briefing and Employment Matter; 12.) Adjournment.

MEETING NOTIFICATION – The requesting general public and Press were informed of the meeting in a timely manner. Postings of the Agenda were posted in County facilities on their bulletin boards and also posted on the County Web Site.

- 1.) **CALL TO ORDER** – Chairman Wood called the meeting to order at 5:30 P.M. and invited all to stand for the Pledge of Allegiance and prayer.
- 2.) **INVOCATION** – Councilman Jones provided the invocation.
- 3.) **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was conducted by all.
- 4.) **APPROVAL OF AGENDA** – Chairman Wood called for approval of the November 29, 2016 Agenda inclusive of any additions or deletions. Chairman Wood stated that additions to the Agenda Executive Session would consist of adding two (2) contractual matters. COUNCILMAN PITTS made the MOTION to approve the agenda as presented and to include the added agenda items; COUNCILMAN MCDANIEL SECONDING; VOTE 7-0.

5.) **APPROVAL OF MINUTES** – COUNCILMAN NASH made the MOTION for the approval of Minutes of Previous Meeting(s): Approval of Minutes November 8, 2016 regular session and November 17, 2016 County Council Committee on Public Works. COUNCILMAN JONES SECONDING; VOTE 7-0.

6.) **REPORTS TO COUNCIL:**

a.) **LISA KIRK, FINANCE DIRECTOR, FISCAL YEAR 2016/2017 MONTHLY REPORT #4**
Administrator Caime explained that since there would not be a second meeting in December, the November actuals will be reported the first meeting in January with December actuals at the second meeting in January.

<u>October 31, 2016 Report</u>			
<u>Expenditures:</u>		<u>Revenues:</u>	
General Fund	34%	General Fund	13%
EMS	30%	EMS	21%
Victims Assistance	33%	Victims Assistance	30%
Solid Waste	23%	Solid Waste	5%
Medical Indigent	50%	Medical Indigent	8%
ZF Bond	100%	ZF Bond	100%
Tech / USC	0%	Tech / USC	6%
General Fund		-\$5,045,127	
EMS		-\$ 317,451	
Victim's Assistance		-\$ 19,549	
Solid Waste		-\$ 414,858	
Medical Indigent		-\$ 27,861	
ZF Bond		\$ 0	
Tech/USC		\$ 11,280	
Increase/Decrease Fund Balance		- \$ 5,813,566	

Councilman Pitts stated, "We are in to the second quarter of the fiscal year and these amounts are thru the end of October. How are we balancing on the expense side only thirteen percent (13%) of the revenues?" Administrator Caime replied, "In terms of cash flow, we normally run in the black only about three (3) months out of a fiscal year. We run normally in the red, seventy five percent (75%) of the year all due to the payment of taxes. This is why we need to run a healthy reserve fund balance".

Councilman Pitts said, "So basically we are running the operations of the County from the fund balance until tax revenues are collected. And to my knowledge, this Council has never ran a tax anticipation note".

Mrs. Kirk added that thanks to great management of our accounts, the County Treasurer has never suggested securing a tax anticipation note.

Councilman Pitts asked Administrator Caime if he was meeting with Department Heads as to the status of their budgets? Administrator Caime replied, "I have not begun this process yet but I am keeping a close eye on things. When things do jump out at me, I do approach the Department Head. As we get a better handle on things I will instill that every Department Head to review their budgets closely as these reports are on line now. I have implemented a line item control where each Department is not allowed to exceed their individual line items".

Councilman Pitts asked what happens when a Department Head requisitions something that exceeds their budget line item. Administrator Caime replied, "That is what the Finance Director is supposed to be monitoring and catching by flagging it and sending it back to the Department".

- b.) **GREG LINDLEY, COUNTY FIRE DIRECTOR, PICKENS COUNTY MUTUAL AID** – Fire Director Lindley reported that there was a request issued state wide on November 14th for assistance in fighting the fires in Pickens County. Laurens County sent well over twenty (20) volunteers, two (2) brush trucks and one (1) engine all from Gray Court, Duncan Creek, Western Laurens and Young's Rural Fire Departments. All of these were volunteers and were not paid anything to go.

- c.) **COUNTY ADMINISTRATOR REPORTING** – Administrator Caime reported of his past two weeks activity as including a visit with the South Carolina Department of Revenue discussing the Fee-In-Lieu-Of-Tax structures; a seminar at the “Y” on “Eat Smart / Move Forward; meetings with the Mountville, Reno and Joanna Fire Departments; met with a variety of Hillcrest Departments concerning office needs and facility problems as being discussed in the Public Works Council Committee; the Planning Commission is working on the mobile home ordinance and the subdivision ordinance; spoke with both the present Sheriff and the incoming Sheriff assisting in the transition and, attended the swamp rabbit trail meeting.

7.) **OLD BUSINESS:**

- a.) **REVISED – LAURENS COUNTY EMPLOYMENT MANUAL** - Administrator Caime and Debi Parker, Human Resources Manager, provided Council with a revised personnel manual and asked Council to review with the option of approving it at the December 13th meeting of Council.

Administrator Caime said, “From the recent audit of policy and procedure within the Human Resources Department with a thorough legal review, we want to implement changes with the personnel manual”.

- The present hours for a work day is from 9:00 A.M. to 5:00 P.M. We need to reduce the one (1) hour lunch to thirty (30) minutes or adjust the hours from 8:00 A.M. to 5:00 P.M.;
- For new hires only, only regular full-time employees will get paid annual leave;
- For new hires only, remove the life time health option for insurance paid by the County;
- A procedural item of enforcing that employees are not to fill out their timesheets as this is for a department head only;
- To make changes in the present Longevity Plan from a 3.5% increase every five (5) years of consecutive employment to providing 1.4% increase every other year. Those presently looking at a four (4) year longevity would get a 2.8% now and
- To review and provide a competitive wage analysis by comparing with other County. Administrator Caime went on to say, “Our present system is complex. Council had a study in 2008, paid for it and never implemented it. Parts of this will implement this back into the system so we can fix this. Once we get our program fixed it needs to be kept up”.

Councilman Pitts stated, “As to the longevity plan proposed, I just did simple math calculation. I took a fifty thousand dollar (\$50,000) employee and implemented the 1.4%, 1.4% and 1.4% that would equal to the 3.5%; that comes to fifty two thousand one hundred twenty nine dollars (\$52,129). And if you do the 3.5% that comes to fifty one thousand seven hundred fifty dollars (\$51,750). There is a financial impact. I am not opposed to paying our employees but at the same time, this last year with a fifty cents (.50) per hour increase for employees we had to come up with over five hundred thousand dollars (\$500,000). I would like to see the whole module run out for our employees for fifteen (15) years. I really don't see us passing that if it proves to be a significant amount of money”.

Councilwoman Anderson stated that she was pleased that the staff is looking at salaries of the employees as we do need to get to the root of the problems.

Councilman Jones stated that he agreed that shortening the longevity from five (5) years to two (2) years is an excellent idea and that he also shares the concerns of Councilman Pitts.

Human Resource Manager, Debi Parker said, "With some of the proposed changes, some costs would be eliminated such as part time employees not receiving benefits".

Councilman Pitts asked if an employee retires following twenty eight (28) years of employment, who would be covering that employees benefits if we are no longer carrying? Mrs. Parker replied that if an existing employee worked here for twenty eight (28) years they would get the insurance coverage paid by the County until they are sixty five (65) then we would pay the Medicare supplement coverage.

Councilman Pitts stated, "Granted our wages for our employees is not good which in itself creates a whole new situation". Administrator Caime replied, "According to the surveys, some of our wages are on the high end. The Fire, EMS and Law Enforcement are already up to scale as to Greenwood County".

Addressing the health care options for insurance, Councilman Pitts said, "I understand that from the standpoint of auditing that this is a huge liability. I clearly understand that the State Retirement System is in dire straits. I also recognize that insurance is a huge benefit for people. Not only during their working days but also during their retirement. And I have not heard tonight what the plan is for these folks. From what I am hearing, it will be left up to them to find their own private insurance until they qualify for Medicare or Medicaid".

Administrator Caime said, "If you are a new hire, I really don't think that that is anything that is bringing them to the job. They are looking at the pay. Where it really gets us is when they are tenured with us for a long period of time. By no means am I recommending to remove that benefit from the employees that already are subject to that benefit".

Chairman Wood asked if the rates were increasing for those that already receive this benefit? Human Resources Manager, Debi Parker said, "Not only the costs are increasing but the retiring employees are increasing as well. This past year we have had six (6) to retire. But we have already lost several retirees to Medicare along with them being able to secure supplemental insurance elsewhere much cheaper".

Chairman Wood asked Council Members to read the proposed manual and to be prepared to address at the next meeting.

Administrator Caime added, "These changes are going to create many unhappy employees and you, the Council, will most likely get a lot of phone calls. But, this is a County Council decision to be made".

Councilman Jones asked if the Staff knew what kind of impact this would make on the County by cutting the lunch hours. Vice Chairman Tollison stated that it would have no impact as they now work seven (7) hours and get paid for eight (8) hours.

Vice Chairman Tollison asked for confirmation that this would not affect the Sheriff's Department but would the other elected officials. Administrator Caime replied that the other elected officials would be required to sign off on the revisions and apply them to their employees. Those that do not sign off will quickly find out that all the personnel and legal situations will lie with them.

- b.) **SECOND READING, ORDINANCE #825 – EXPANDING DONALDSON MCIP** – County Attorney Cruickshanks informed Council that the Project has still not announced the name of the project and is still going by the project identification of “Project Dalmatian”.

VICE CHAIRMAN TOLLISON made the MOTION to approve upon second reading as presented with COUNCILMAN JONES SECONDING; VOTE 7-0.

8.) **NEW BUSINESS:**

- a.) **RESOLUTION #2016-27 – AMENDING MCIP FOR “PROJECT DALMATIAN”** – County Attorney Cruickshanks again informed Council that the Project has still not announced the name and was still going by the project identification of “Project Dalmatian” for this Resolution that amends by noting expansion of the previous multi county industrial park.

VICE CHAIRMAN TOLLISON made the MOTION to approve upon second reading as presented with COUNCILMAN MCDANIEL SECONDING; VOTE 7-0.

- b.) **RESOLUTIONS OF COMMENDATION – E/911 – DISPATCH EMPLOYEES** – Chairman Wood presented a Laurens County Resolution of Commendation to each of the following E/911 – Dispatch Employees for their recent honors received at the 2016 Conference of the South Carolina Association of Public-Safety Communication Officials (APCO) / National Emergency Number Association (NENA). Those individuals were as follows:

Becky Bagwell, 2016 Supervisor of the Year
Jody Shea, the Palmetto Award for 2016
Karon Bridges, the Palmetto Award for 2015

Angie O’Sullivan, 2015 EMS Telecommunicator of the Year; presented at the 2016 South Carolina Emergency Care Symposium (SC EMS Symposium)

- c.) **FEMA GRANT APPROVAL – JOEY AVERY, DIRECTOR, E/911 – DISPATCH** – Mr. Avery approached Council requesting approval of a FEMA grant for thirty thousand dollars (\$30,000) to purchase weather radios for Laurens County residents. Mr. Avery went on to say that this is actually a 2015 grant that is just now being allocated as a twenty two thousand dollar (\$22,000) federal grant with a seven thousand five hundred dollar (\$7,500) local match. The local match was approved in the 2016-2017 operating budget as a capital expenditure.
- d.) **PUBLIC WORKS SUBCOMMITTEE REPORT – NOVEMBER 17, 2016** – Councilman Jones, County Council Committee on Public Works Chairman, briefed Council on the recent meeting of the Committee and provided a brief visual of pictures of the need for roof repairs at the Hillcrest Judicial / Service Building.

In summary, Councilman Jones said that the Committee presents to the full Council for appropriation of the remaining bond amount, by Resolution, for complete roofing of the Hillcrest Square / Judicial Services Building with the remaining expenses to be utilized from the County reserves by Resolution. And, when appropriate, the County reserve account is to be reimbursed from the issuance of a new bond.

- e.) **RESOLUTION #2016-28 – REASSIGNING HILLCREST BOND ORDINANCE #757** – Councilman Jones stated that this Resolution allows for the reassignment / transfer of, approximately two hundred sixty nine thousand dollars (\$269,000) from the Bond monies (Ordinance #757) used for the construction of the Hillcrest Square Administration Building. These monies will now be used to accommodate some of the expenses to be incurred with the repairs to the roof of the Hillcrest Judicial / Services Building.

Vice Chairman Tollison questioned if the costs included the interior repairs due to the leaking roof? Public Works Director Rob Russian replied that it did not.

COUNCILMAN MCDANIEL made the MOTION to approve the Resolution as recommended by the Council Committee with COUNCILWOMAN ANDERSON SECONDING; VOTE 7-0.

- f.) **RESOLUTION #2016-29 – ALLOWING FOR THE TRANSFER OF RESERVE FUND** – Attorney Cruickshanks explained that this Resolution in conjunction of the previous Resolution, collectively approves for the transfer of funds from the reserve and / or contingency accounts to fund the balance towards to the re-roofing of the Hillcrest Judicial / Services Building, up to three hundred thousand dollars (\$300,000).

COUNCILWOMAN ANDERSON made the MOTION to approve the Resolution as presented with COUNCILMAN NASH SECONDING; VOTE 7-0.

- 9.) **PUBLIC COMMENT** – Chairman Wood opened the public comment period at 6:40 P.M. Mrs. Walsh stated that no one had signed up to address Council. Chairman Wood closed the public comment session at 6:41 P.M.

COUNTY COUNCIL COMMENTS:

- a.) Councilman Jones expressed his appreciation for several of the emergency services departments and volunteers.
- b.) Chairman Wood addressed concerns from the Chair of the Laurens County Planning Commission about the lack of attendance of the recently appointed members and for the appointment of the existing vacancy from District #3.
- 11.) **EXECUTIVE SESSION** – COUNCILMAN JONES made the MOTION for Council to move into executive session at 6:50 P.M. for two (2) contractual matters and a legal briefing. VICE CHAIRMAN TOLLISON SECONDING; VOTE 7-0.

Councilman Pitts excused himself due to personal matters.

There was a COUNCIL CONSENSUS (6-0) to reconvene in open session at 7:20 P.M.

Chairman Wood reported in open session:

- a.) **Contractual Matter #1** – COUNCILMAN JONES made the MOTION towards first reading for the sale of property at the Laurens County Business and Professional Park, by title only, for approximately ninety thousand dollars (\$90,000). COUNCILMAN MCDANIEL SECONDING; VOTE 6-0 (Councilman Pitts had been excused earlier).
- b.) **Contractual Matter #2** – COUNCILWOMAN ANDERSON made the MOTION to approve the two (2) year contract with Congressman Duncan for office space in the Historic Courthouse at five hundred fifty dollars (\$550) a month. VICE CHAIRMAN TOLLISON SECONDING; VOTE 6-0. (Councilman Pitts had been excused earlier).
- c.) **Legal Briefing** – No action taken.
- 12.) **ADJOURNMENT** – With no further action required by Council, Chairman Wood adjourned the meeting at 7:25 P.M.

Respectfully Submitted,


Betty C. Walsh, Laurens County Clerk to Council



A Community Vision Investing in Laurens County

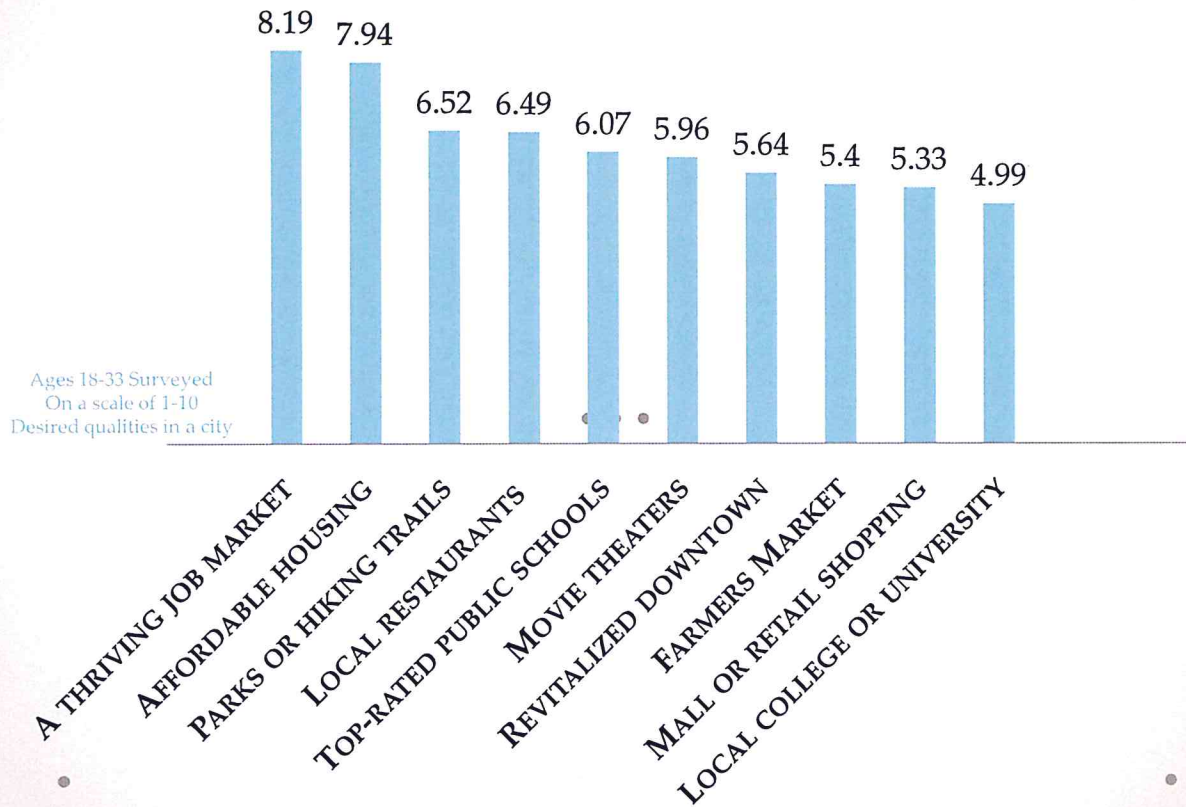
www.futurescholarship.org

Community Vision

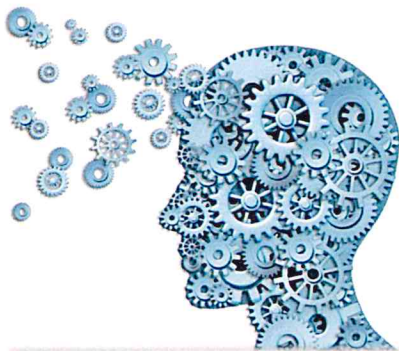


QUALITY OF LIFE
ECONOMIC GROWTH & PROSPERITY
SOCIAL WELL-BEING

Top 10 Desired Qualities



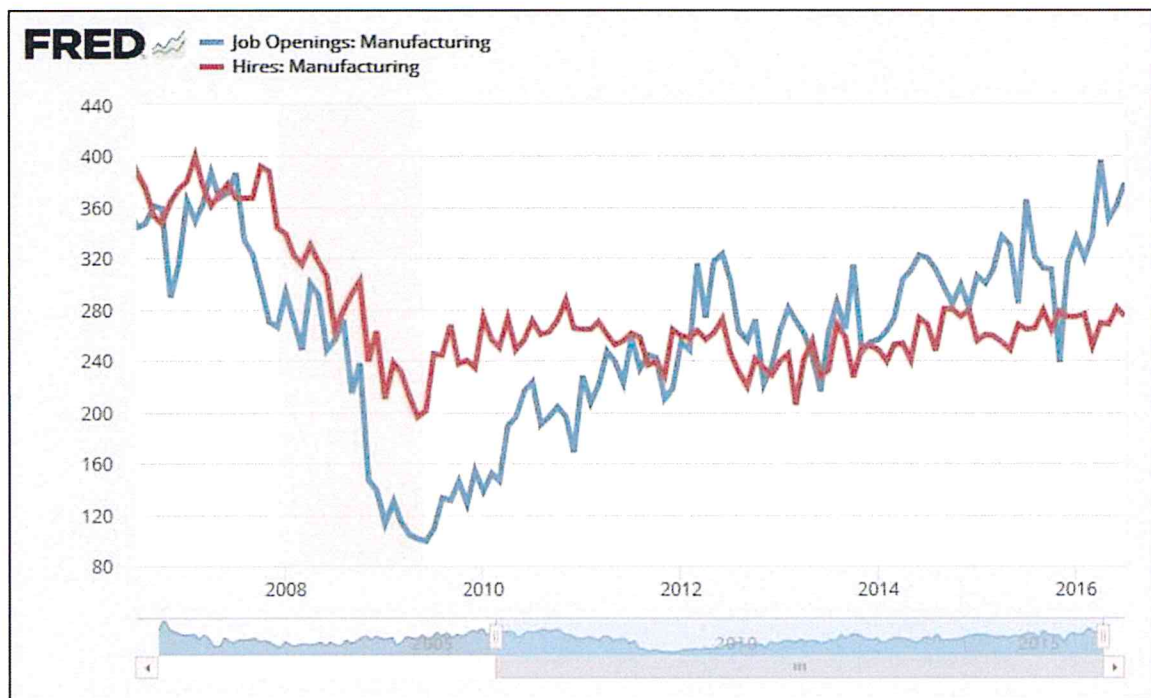
Thriving Job Market



"By 2017, an estimated 2.5 million new "middle-skill" jobs, ones that require some training but not a bachelor's degree, will be added to the U.S. workforce, accounting for nearly 40 percent of all job growth, according to a recent USA Today analysis. "

"...a skilled workforce may be the most powerful predictor of urban growth and the cities with less skilled workers suffer an almost unstoppable population decline. City growth can be promoted with strategies that increase the level of human capital." –Glaeser and Saiz / Harvard University & MIT

Manufacturing Job Openings vs Hires



Investment in Laurens County

“Laurens county also has put a high priority on building workforce capacity and narrowing the skills gap. Roughly 25 to 30 percent of the county’s workforce is in manufacturing.

The Laurens County Future Scholarship greatly increases the pool of skilled workers and therefore makes the county an attractive place for outside companies looking to relocate. That goes beyond the usual draws, such as having lower costs than some neighboring counties.” –Jonathan Coleman; Laurens County Development Corporation



Joining the Vision...

Nationwide

Place-based scholarships have grown from one – Kalamazoo, Michigan – in 2005 to over 80+, in addition to statewide programs in Georgia, Tennessee, Oklahoma, Texas, Wisconsin, and Oregon.

Populations range in size from 526 to 305,842 residents.

Locally

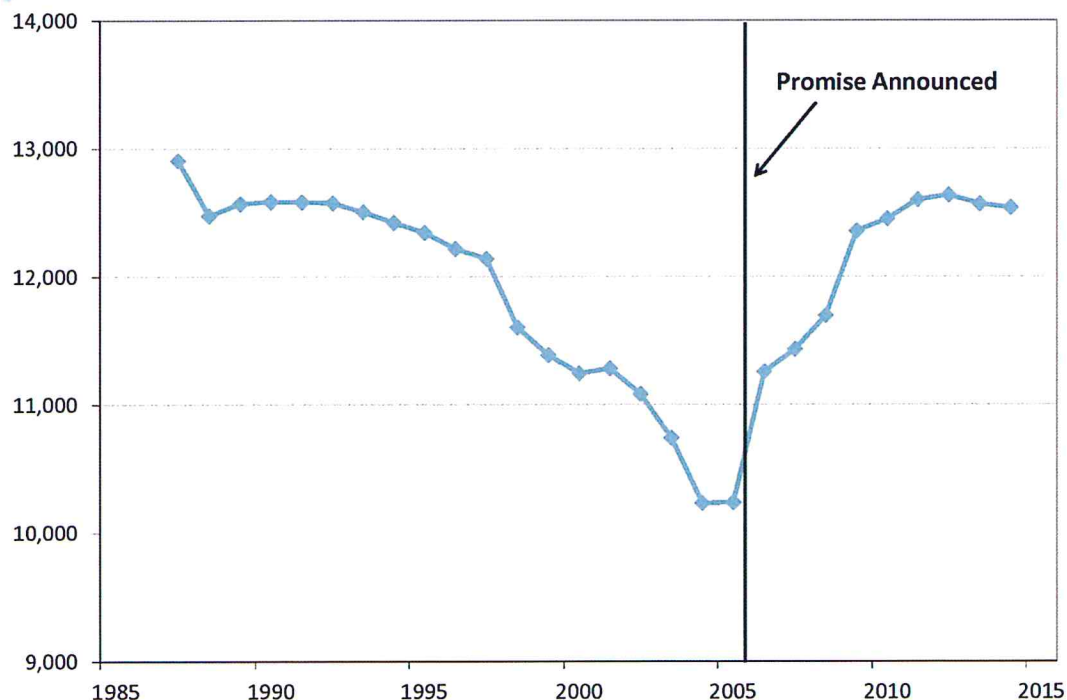
Abbeville County
Central Carolina
Cherokee County
Greenwood County
Laurens County
Newberry County
Union County

...

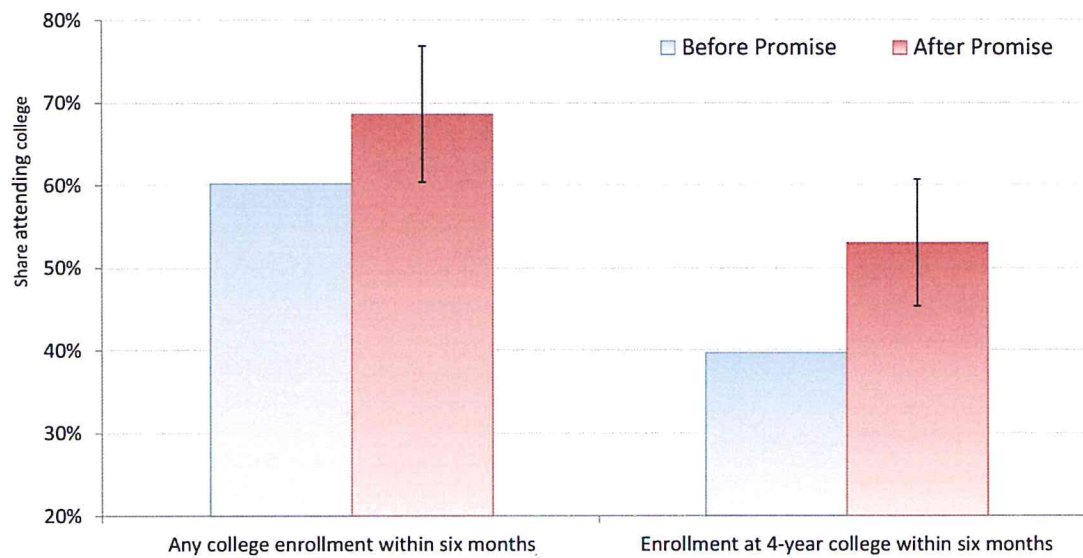
The Community Effect

More college attendance and completion
Increased population, housing values and wages
A talented workforce helping grow their economies.

Kalamazoo Promise Points the way... Impact on Public School Enrollment

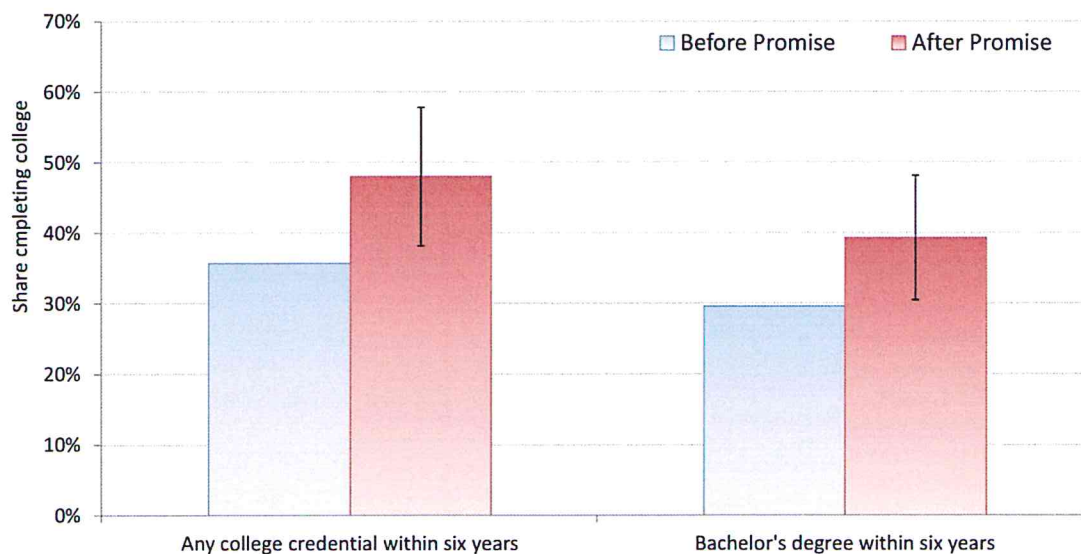


College Enrollment Before and After Promise Program



Source: Bartik, Hershbein, and Lachowska (2015). Note: Estimates correspond to the second column of table 3 in the paper. Whiskers show 95 percent confidence intervals around estimate in Promise period.

College Completion Before and After Promise Program



Source: Bartik, Hershbein, and Lachowska (2015). Note: Estimates correspond to the second column of table 6 in the paper. Whiskers show 95 percent confidence intervals around estimate in Promise period.



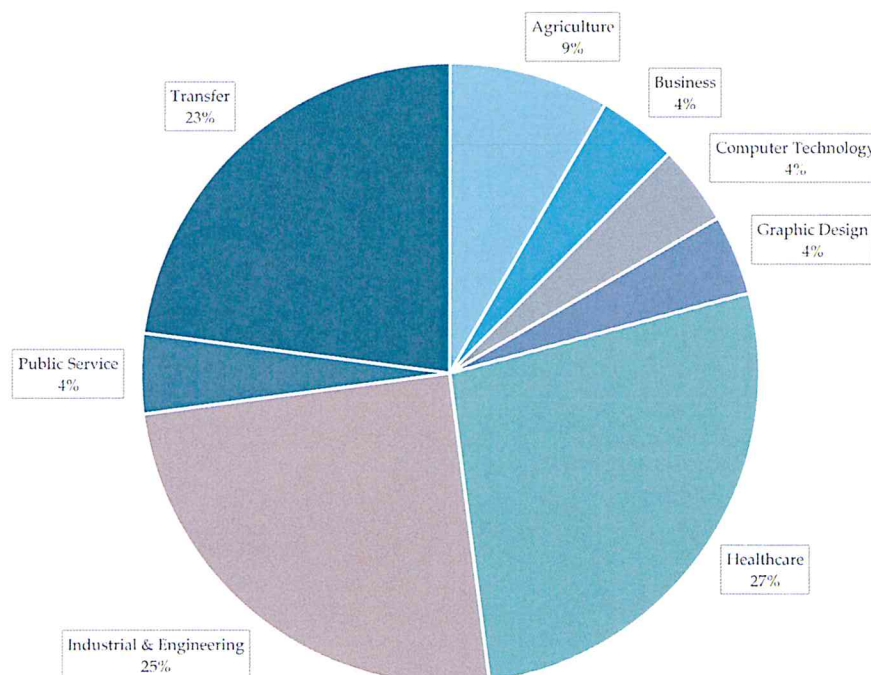
Results & Data

- 25% growth in school enrollment
- Increased graduation rates
- Attraction of high value-added employers to region
- Increased per capita personal income
- Economic return on investment of \$4.60 for each \$1 spent
- Reduced demand for income assistance & welfare benefits
- Public support for bond issues
- Increased resources for school district
- 70% increase in advanced placement enrollment
- Improved community perceptions
- Increase in building permits
- Decreased out-migration from region
- New residents attracted from outside region
- Job creation & economic growth
- Reduced criminal justice system expenditures
- Increased standardized test scores
- Growth of the middle class in region

Source: Miller-Adams, Michelle. *The Power of a Promise: Education and Economic Renewal in Kalamazoo* / Upjohn Institute for Employment Research / AACC

Laurens County Residents Statistics

Types of Majors



How it works



- ✓ **Place Based:** Laurens County residents only; Laurens County School District 55 & 56
- ✓ **Last Dollar:** Federal, state, and other sources of financial aid must be applied first. The Future Scholarship covers the remaining tuition at either Piedmont Tech or USC-Union (Laurens Campus) for up to two years.
- ✓ **Student Responsibility:** Books, lab fees, and program related fees are paid by the students. Students will be required to complete community service hours and meet the same criteria for making satisfactory academic progress & enrollment status that recipients of Federal Financial Student Aid must meet.

Quick Facts

- Laurens County Residents Assisted: 109
- Average GPA: 2.7
- Amount per Student per Semester:
 - Average: \$1225
 - Lowest Amount: \$30
 - Highest Amount: \$1600



Questions?



www.futurescholarship.org



Investing in Laurens County

Laurens County Future Scholarship Investors...



GREENVILLE
HEALTH SYSTEM



CLINTON
South Carolina



Town of Gray Court



Prepared by: Robin Day



AGENDA ITEM – REQUEST SHEET – COUNTY COUNCIL

ALL REQUESTS should be submitted by 1:00 P.M. on the Wednesday prior to the Tuesday meeting of Council. All other requests not submitted by the deadline will be retained and scheduled for the next meeting of Council

DATE OF REQUEST: December 5, 2016 (FOR DECEMBER 13, 2016 COUNTY COUNCIL MEETING)

DEPARTMENT / AGENCY: LEGAL

NAME: A. "SANDY" CRUICKSHANKS, IV, LAURENS COUNTY ATTORNEY

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

SIGNATURE: [Signature]

SUBJECT MATTER REQUESTED (please be as specific as possible):

POWERPOINT PRESENTATION OF BASIC PILOT AGREEMENT.

FINANCIAL AMOUNT REQUESTED: \$-0-

SOURCE OF FUNDING: N/A

(PLEASE – attach subject matter document pages as necessary)

FOR OFFICE USE ONLY

REQUEST ASSIGNED TO: _____ DATE RECEIVED: _____

DATE OF ASSIGNMENT: _____ DATE OF AGENDA: _____

DATE RESPONSE DUE: _____

COUNCIL ACTION: _____



AGENDA ITEM – REQUEST SHEET – COUNTY COUNCIL

ALL REQUESTS should be submitted by 1:00 P.M. on the Wednesday prior to the Tuesday meeting of Council. All other requests not submitted by the deadline will be retained and scheduled for the next meeting of Council

DATE OF REQUEST: December 5, 2016 (FOR DECEMBER 13, 2016 COUNTY COUNCIL MEETING)

DEPARTMENT / AGENCY: LEGAL

NAME: A. "SANDY" CRUICKSHANKS, IV, LAURENS COUNTY ATTORNEY

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

SIGNATURE: [Signature]

SUBJECT MATTER REQUESTED (please be as specific as possible):

THE PROPOSED ORDINANCE #825 IS FOR THE PURPOSE OF EXPANDING THE DONALDSON MULTI-COUNTY INDUSTRIAL PARK. LAURENS COUNTY IS A ONE PERCENT (1%) RECIPIENT OF FEES FROM DONALDSON. DONALDSON MULTI-COUNTY INDUSTRIAL PARK IS PHYSICALLY LOCATED IN GREENVILLE COUNTY.

STAFF RECOMMENDS 3RD READING/PUBLIC HEARING APPROVAL OF THIS ORDINANCE.

FINANCIAL AMOUNT REQUESTED: \$-0-

SOURCE OF FUNDING: N/A

(PLEASE – attach subject matter document pages as necessary)

FOR OFFICE USE ONLY

REQUEST ASSIGNED TO: _____ DATE RECEIVED: _____

DATE OF ASSIGNMENT: _____ DATE OF AGENDA: _____

DATE RESPONSE DUE: _____

COUNCIL ACTION: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LAURENS)

ORDINANCE NO. 825

**AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT
OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (1994 PARK) OF
LAURENS AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK.**

WHEREAS, pursuant to Ordinance No. 383 enacted March 22, 1994 by Laurens County Council, Laurens County entered into an Agreement for the Development for Joint County Industrial Park dated as of March 15, 1994, with Greenville County (the "Agreement"); and

WHEREAS, pursuant to Section 3(A) of the Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the County Councils of Laurens County and Greenville County; and

WHEREAS, in connection with certain incentives being offered by Greenville County, it is now desired that the boundaries of the Park be enlarged to include certain parcel(s) in Greenville County;

NOW, THEREFORE, be it ordained by Laurens County Council that Exhibit A to the Agreement is hereby and shall be amended and revised to include the property located in Greenville County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, upon adoption by Greenville County Council of a corresponding ordinance, the Agreement shall be deemed amended to so include such property and Exhibit A as so revised, without further action by either county.

DONE in meeting duly assembled this 13th day of December, 2016.

LAURENS COUNTY, SOUTH CAROLINA

By: _____
Joseph E. Wood, Jr.
Chairman of Laurens County Council

ATTEST:

By: _____
Betty C. Walsh
Clerk to County Council
Laurens County, South Carolina

First Reading: November 8, 2016
Second Reading: November 29, 2016
Third Reading: December 13, 2016
Public Hearing: December 13, 2016

Addition to Exhibit A to
Agreement for the Development of a Joint County Industrial and
Business Park dated as of March 15, 1994 as amended,
between Laurens County and Greenville County

All real property comprising Greenville County Tax Parcel #0400.01-01-134.00

STATE OF SOUTH CAROLINA)
)
COUNTY OF LAURENS)

I, the undersigned Clerk to County Council of Laurens County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of November 8, 2016, November 29, 2016 and December 13, 2016, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Betty C. Walsh,
Clerk to County Council
Laurens County, South Carolina

Dated: December 13, 2016



AGENDA ITEM – REQUEST SHEET – COUNTY COUNCIL

ALL REQUESTS should be submitted by 1:00 P.M. on the Wednesday prior to the Tuesday meeting of Council. All other requests not submitted by the deadline will be retained and scheduled for the next meeting of Council

DATE OF REQUEST: December 5, 2016 (FOR DECEMBER 13, 2016 COUNTY COUNCIL MEETING)

DEPARTMENT / AGENCY: LEGAL

NAME: A. "SANDY" CRUICKSHANKS, IV, LAURENS COUNTY ATTORNEY

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

SIGNATURE: [Signature]

SUBJECT MATTER REQUESTED (please be as specific as possible):

THE PROPOSED ORDINANCE #826 IS FOR THE PURPOSE OF SELLING AND CONVEYING LOT #5 (APPROXIMATELY 1.66 ACRES) LOCATED IN THE PROFESSIONAL PARK TO GENESIS KC DEVELOPMENT, LLC IN ORDER TO CONSTRUCT A DIALYSIS CENTER.

STAFF RECOMMENDS 2ND READING APPROVAL OF THIS ORDINANCE.

FINANCIAL AMOUNT REQUESTED: \$-0-

SOURCE OF FUNDING: N/A

(PLEASE – attach subject matter document pages as necessary)

FOR OFFICE USE ONLY

REQUEST ASSIGNED TO: _____ DATE RECEIVED: _____

DATE OF ASSIGNMENT: _____ DATE OF AGENDA: _____

DATE RESPONSE DUE: _____

COUNCIL ACTION: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LAURENS)

ORDINANCE #826

AN ORDINANCE TO SELL AND CONVEY REAL ESTATE CONTAINING NOT MORE THAN 1.66 ACRES (KNOWN AS LOT #5) IN THE PROFESSIONAL PARK

WHEREAS, Laurens County is the title holder of a tract of land containing approximately 1.66 acres, known as Lot #5, in the Professional Park as will be shown on plat to be prepared and which will be made a part hereof; and

WHEREAS, Genesis KC Development, LLC desires to purchase said property to construct a dialysis center; and

WHEREAS, Laurens County desires to sell said property to Genesis KC Development, LLC; and

WHEREAS, Laurens County Council agrees to sell said property to Genesis KC Development, LLC, for the total purchase price of Ninety Thousand Dollars (\$90,000.00) under the terms and conditions as set forth in the Purchase and Sale Agreement between Laurens County and Genesis KC Development, LLC, attached hereto and made a part hereof as Exhibit A.

NOW THEREFORE, be it ordained by the County Council of Laurens County, South Carolina, duly assembled:

1. **PURPOSE**: The stated purpose of this Ordinance is to sell and convey real property pursuant to Title 4 of the South Carolina Code of Laws, 1976, as amended.

2. **ACTION TAKEN**: Laurens County Council sells and conveys Lot #5 located in the Professional Park to Genesis KC Development, LLC for the purchase price of Ninety Thousand Dollars (\$90,000.00).

3. **AUTHORITY**: This Ordinance is adopted pursuant to the authority and process set forth by the Constitution of the State of South Carolina and by the powers granted by the South Carolina Code of Laws, 1976, as amended.

4. **APPLICABILITY**:

5. **LANGUAGE**: The language used in this Ordinance, if used in the present tense, shall include the future tense. Words used in the singular shall include the plural and the plural the singular, unless the context clearly indicates the contrary. The use of the word "shall" is mandatory and the word "may" is permissive.

6. **EFFECTIVE DATE**: The effective date of this Ordinance shall be upon three (3) readings as required by law.

7. **CONFLICTS**: All Ordinances or parts of Ordinances inconsistent or in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of such inconsistency or conflict.

8. **SEVERABILITY**: Should any paragraph, clause, phrase, or provision of this Ordinance be judged invalid or held unconstitutional by a Court of competent jurisdiction, such declaration shall not affect the validity of any other section of the Ordinance as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

BE IT SO ORDAINED THIS 10th DAY OF JANUARY, 2017.

[signature page follows]

APPROVED AND PASSED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOSE, CALIFORNIA, ON THIS 10th DAY OF JANUARY, 2017.

AGENDA ITEM – REQUEST SHEET – COUNTY COUNCIL



Compensation Study Overview and Phase 1

December 6, 2016

UPDATED

My research indicates that compensation studies have been conducted in Laurens County many times in the past several decades but have had limited comprehensive implementation. Our existing compensation program is inefficient, complex, and probably unfair.

Debi Parker and I have been working on revisions to our compensation program and we are proposing a phased approach.

Phase 1: (Implement Now). Revise our longevity program from every 5 years (3.5%) to every 2 years (1.4%)

Having a longevity increase in wages is a strong motivator to improve morale and encourage employees to stay with Laurens County. We lose a lot of money and efficiency when a tenured employee is replaced with a new hire. It takes several months or years for an employee to learn a new job.

Our current program of a 3.5% longevity every 5 years is too long to wait to be encouraged to stay. In addition it is not fair to an existing employee who has been here several years to get paid the same as a new hire. The new hire is usually not as efficient and productive as the existing employee and it is demoralizing to have the new hire paid the same. For example if someone has been employed with Laurens County 4 years they will get the same pay as a newly hired employee.

Attached is a revised program to implement a proposed new longevity program where employees will get the same 3.5% (0.7% annually) but will get that longevity increase in wage every 2 years. The attached model will be used to transition to this new program. The financial impact to change this program is minimal (3.5% over 5 years is average 0.7% per year or the proposed 2.4% every two years).

Below is a program that is fair to existing employees who are approaching the 4 or 5 year milestones as we transition into this new program.

UPDATE:

We have run a model of 1.4% every 2 years vs 3.5% every 5 years over a 10 year period. The estimated difference in cost to implement this program is \$10,000 in ten years. This does not include the efficiency gained from increased employee morale, decreased turnover, decreased training costs from reduced turnover and experienced employees, increased efficiencies from experienced employees vs new employees, increased customer service with happier employees.

Years of Service	2 years	4 years	5 years	6 years	8 years	10 years	12 years	14 years	15 years
0 to 2	1.4%	1.4%		1.4%	1.4%	1.4%	1.4%	1.4%	
2 to 4		2.8%		1.4%	1.4%	1.4%	1.4%	1.4%	
4 to 6			3.5%	0.7%	1.4%	1.4%	1.4%	1.4%	
6 to 8					1.4%	1.4%	1.4%	1.4%	
8 to 10						3.5%	1.4%	1.4%	
10 to 12							1.4%	1.4%	
12 to 14								2.8%	
14 to 16									3.5%
16 plus yrs	Model Repeats as above								

Phase 2: Comprehensive Wage Analysis (Goal for FY17 Budget but may be implemented in parts)

As far back as 1994 the Laurens County Council has repeatedly addressed the perception of lower wages in Laurens County compared to surrounding Counties. Debi and I have begun a detailed analysis of our existing wages. Our goal is to have a comprehensive recommendation to County Council for the FY17 budget but the volume of work that is needed may require the recommendation to be implemented over two fiscal years.

There are several issues that need to be addressed in addition to the pay we offer. We have a very complex system of compensation currently. The County paid thousands of dollars for a comprehensive study just a few years ago (never implemented) and we intend to build on that information. This phase may be costly to implement but having our wages in line with the market will reduce turnover, increase morale, increase efficiency, and decrease costs.

Phase 3 (or 4): Annual CIP (COLA) increase in wages:

Addressing our existing wage structure as proposed in phase 2 will bring wages in line with the current market and address the disparity and complexity of our existing system. In order to keep this system robust it must be adjusted regularly. By regularly adjusting wages we can keep our wages in line with the cost of inflation. Failure to keep our wages in line with inflation will result in our wages losing value over time and very costly fix required in the future. This phase will be an annual cost to the County and must be built into our overall long term financial planning. Keeping wages in line with the market will reduce turnover, increase morale, increase efficiency, and decrease costs.

There are two basic models we may propose. The first model is an across the board increase annually to the employees (phase 3). This model may be ready to implement in FY17 or FY18. This system simply keeps wages in line with inflation. The second model (phase 4) is to look at a pay for performance system. This system addresses keeping wages in line with inflation but actually rewards employees for meeting performance measures. Implementing this phase is more complex and would not be able to be done until FY18 at the earliest.



AGENDA ITEM – REQUEST SHEET – COUNTY COUNCIL

ALL REQUESTS should be submitted by 1:00 P.M. on the Wednesday prior to the Tuesday meeting of Council. All other requests not submitted by the deadline will be retained and scheduled for the next meeting of Council.

Agenda Item #: _____ (County Clerk will insert this)

DEPARTMENT / AGENCY: _____ Administration/HR _____ Date of Request: _____

COUNCIL ACTION REQUESTED: _____ Approve Revised Employment Manual _____

Short Description of Item for Consideration:

More Detailed Description (if needed): _____ SEE attached _____

FINANCIAL AMOUNT REQUESTED _____

SOURCE OF FUNDING: _____ Will result in savings in existing budget _____

(PLEASE – attach subject matter document pages as necessary)



MEMORANDUM

Jon Caime,
County Administrator
December 6, 2016

UPDATED:

We have completed an audit of our existing personnel policies and procedures. Enclosed is a copy of the revised personnel and policy manual that has had a thorough legal review as well as a thorough review by Debi Parker and Jon Caime. Most of this new manual is to add to our existing outdated manual (previously 41 pages) to update this to today's legal standards and fix parts that were missing or needed revision. There will most likely be more HR policy and procedure revisions in the future as we continue to review our audit of our HR policies and procedures.

It is important to note that this manual will only automatically apply to direct reports. Employees reporting to Appointed or Elected Officials (A/E) will only have these policies applied to them if the A/E Official adopts our policies in writing.

UPDATE:

The attached page for holiday leave corrects an error in the last draft.

Key changes we are proposing in this manual:

1. Administrative employees have a normal working schedule of 9am to 5pm. The current 1 hour paid lunch is being reduced to 0.5 hours (this is similar to other nearby County policy's).

UPDATE:

We have run a model estimating the cost from this plan to be \$273,416 annually (more hours worked). In addition, all employees will be treated the same with this revision (currently some employees work 37.5 hours and get paid for 40 and other work 35 hours and get paid for 40)

2. Beginning with NEW HIRES ONLY: Only regular full time employees will be given paid leave (no paid leave for part time or temporary employees). Will apply to all employees including A/E employees. Current cost is about \$30,000 annually for this program.

UPDATE:

We estimate we are currently paying \$30,000 annually to these employees for this leave (this will phase out over time for this amount of cost savings annually).

3. Beginning with NEW HIRES ONLY: We will no longer offer lifetime health insurance paid by Laurens County taxpayers. (see attached existing policy that will be phased out with all new hires). Will apply to all employees including A/E employees.

UPDATE:

Currently this we estimate the cost of providing this service to retired employees is \$72,694 in 2016. This number will increase by at least 7% in 2017 due to increases by PEBA.

We also have a 1.164 markup on our health insurance premiums which costs the County an additional \$433,806 annually as well as increases the employees costs for coverage. This will increase to 1.247 in 2017 \$653,354 (\$219,548 increase). We will be working on ways to reduce this cost in the future through healthy initiatives however reducing the non-employees covered under our program will reduce the costs to both Laurens County and the Laurens County employees by not having others on our health insurance.

Employee Benefits

1.) Retirement

1.1 Laurens County participates in the South Carolina Retirement System and the South Carolina Police Officer's Retirement System. Membership upon employment is mandatory for regular employees. Accordingly, the effective date of enrollment into the retirement system is the date of employee's appointment to permanent County service. A complete description of the retirement program is available from the Administrator.

1.2 Employees retiring with 28 or more years of service or employees retiring with 20 years or more of service and who are at least 60 years of age, may elect to remain in the county health insurance group. Also, employees retiring with 15 years or more of service and who are at least 62 years of age, may elect to remain in the county health insurance group. Individual coverage premiums and any spouse or family coverage must be paid by the retiree as set forth by the State Health Plan in such amounts as may be in effect at the time of retirement. Upon Medicare eligibility, each retiree must convert to Medicare with supplemental coverage paid by the County. Any spouse of a retiree may remain in the County plan until Medicare eligibility, provided all premiums are paid by each individual. Cash in lieu of coverage shall not be option. Any deputized officer determined totally disabled as a result of the performance of his duties, shall qualify for these same benefits with 15 years of service regardless of age.

2.) Health / Life Insurance

2.1 Laurens County participates in group health insurance programs for all regular employees working at least thirty (30) hours per week. The County provides an up-to-date program of group health, hospitalization, and life insurance for eligible employees. If an employee desires to cover dependents, he / she may purchase the additional coverage through the group plan. For exact coverages and benefits, obtain a copy of the Plan from the Administrator.

2.2 The County's portion of the employee's premium shall not be paid for any employee on a leave without pay or on a non-pay status at the time Payment is to be made to the insurance company or that employee. Such an employee may elect to continue his / her coverage during his / her leave period by remitting payments for the County's portion as well as any optional payments for dependents. These payments may or may not be withheld from the employee's check after returning to work, but must be paid at least one month in advance. An employee will automatically be dropped from coverage in the County's billing if a valid check or money order is not received in the Finance Office by the 20th day of each month that the employee is on a non-pay status.

2.3 An employee may purchase, through payroll deduction, additional supplemental health and / or life insurance which carries several options providing expanded insurance coverage for the employee and dependents. The Administrator shall furnish information on supplemental insurance coverage and enrollments.

Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas	December 24, 25 and 26

Holidays occurring on Saturday are observed on the preceding Friday, and holidays occurring on Sunday are observed on the following Monday. Public Safety employees observe the calendar holiday. All holidays must be taken as a full day and cannot be carried over from one calendar year to the next.

All employees will be granted eight (8) hours pay for a holiday.

← mistake
in
prior
draft

All regular full-time employees are eligible for paid holidays.

- a. Holidays occurring while an employee is in annual leave status are not charged against annual leave.
- b. When illness occurs on a holiday, an employee may not charge the day to sick leave.
- c. Terminated employees whose last day of employment falls on a holiday do not receive holiday pay unless they actually worked that day. **Upon termination, employees will not be reimbursed for unpaid holiday pay.**
- d. Employees do not receive holiday pay when the first day of leave without pay starts on a holiday or the day following, or if the leave without pay period ends on a holiday or the preceding day.
- e. Employees are required to work the last scheduled work day before and the first scheduled work day after a scheduled holiday unless the employee is on approved leave. An approved absence is a day of paid vacation or paid short-term absence. If an employee is absent on one or both of these days because of an illness or injury, the County reserves the right to verify the reason for the absence before approving holiday pay.
- f. Holiday hours are not considered as hours worked for overtime purposes.

When the demands of a service or work schedule such as the Sheriff's Department personnel or others are such that an employee is required to work on a



AGENDA ITEM – REQUEST SHEET – COUNTY COUNCIL

ALL REQUESTS should be submitted by 1:00 P.M. on the Wednesday prior to the Tuesday meeting of Council. All other requests not submitted by the deadline will be retained and scheduled for the next meeting of Council.

Agenda Item #: _____ (County Clerk will insert this)

DEPARTMENT / AGENCY: Solicitor's Office Date of Request: 12/8/2016

COUNCIL ACTION REQUESTED: The Solicitor's Office requests that one of its employees be considered an employee of Laurens County, rather than as an employee of Greenwood County.

Short Description of Item for Consideration: This is for a new hire funded under a federal grant.

The Solicitor's Office will reimburse Laurens County on a quarterly basis for this employee's salary and benefits.

More Detailed Description (if needed): _____

This new employee will be a victim advocate, and this advocate will only be involved in criminal cases charged in Laurens County.

It is noteworthy that most of our employees have their salary and benefits administered by Greenwood County,

with reimbursement by our office, and this system has existed for decades. This will have

a mutual benefit: our office gains a valuable new employee, and the citizens of Laurens

will continue to enjoy the exclusive service of a capable and experienced victim advocate

with no fiscal impact to Laurens County.

FINANCIAL AMOUNT REQUESTED none

SOURCE OF FUNDING: Federal Grant (VOCA)

(PLEASE – attach subject matter document pages as necessary)



AGENDA ITEM – REQUEST SHEET – COUNTY COUNCIL

ALL REQUESTS should be submitted by 1:00 P.M. on the Wednesday prior to the Tuesday meeting of Council. All other requests not submitted by the deadline will be retained and scheduled for the next meeting of Council

DATE OF REQUEST: December 5, 2016 (FOR DECEMBER 13, 2016 COUNTY COUNCIL MEETING)

DEPARTMENT / AGENCY: LEGAL

NAME: A. "SANDY" CRUICKSHANKS, IV, LAURENS COUNTY ATTORNEY

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

SIGNATURE: _____

SUBJECT MATTER REQUESTED (please be as specific as possible):

1. THE PROPOSED RESOLUTION IS FOR THE PURPOSE OF APPROVING THE INDUCEMENT AGREEMENT FOR A \$13,000,000 EXPANSION OF AN EXISTING INDUSTRY KNOWN AS PROJECT HUNTER.
2. THE PROPOSED ORDINANCE 828 IS FOR 1ST READING - TITLE ONLY - PROJECT HUNTER.

STAFF RECOMMENDS APPROVAL OF THE RESOLUTION AND 1ST READING OF ORDINANCE 828 REGARDING PROJECT HUNTER.

FINANCIAL AMOUNT REQUESTED: \$-0-

SOURCE OF FUNDING: N/A

(PLEASE – attach subject matter document pages as necessary)

FOR OFFICE USE ONLY

REQUEST ASSIGNED TO: _____ DATE RECEIVED: _____

DATE OF ASSIGNMENT: _____ DATE OF AGENDA: _____

DATE RESPONSE DUE: _____

COUNCIL ACTION: _____

STATE OF SOUTH CAROLINA

)

RESOLUTION 2016-_____

COUNTY OF LAURENS

)

)

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN LAURENS COUNTY, SOUTH CAROLINA, AND PROJECT HUNTER, WHEREBY, UNDER CERTAIN CONDITIONS, SAID COMPANY WILL ACQUIRE, BY CONSTRUCTION AND PURCHASE, CERTAIN PROPERTY IN LAURENS COUNTY AND LAURENS COUNTY WILL EXECUTE FEE-IN-LIEU-OF-TAX OR LEASE AGREEMENT(S) AND PROVIDE CERTAIN ECONOMIC DEVELOPMENT INDUCEMENTS TO PROJECT HUNTER AND EXECUTE CERTAIN DOCUMENTS AND ENACT CERTAIN FURTHER LEGISLATION FOR SAID COMPANY'S PROJECT INVOLVING AN EXPECTED THIRTEEN MILLION DOLLARS (\$13,000,000) IN INVESTMENT.

WHEREAS, Laurens 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 the Code of Laws of the State of South Carolina, 1976, as amended (the "Code"), including, without limitation, Titles 4 and 12, including, particularly, Chapter 44 of Title 12 of the Code (collectively, the "Act"), and the case law of the Courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective developers as inducements for economic development within the County; to acquire, or cause to be acquired, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any business to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such projects through which powers the industrial and business development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina 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, tourism or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code (the "Joint-County Industrial and Business Park Act"), to enter into agreements with one or more contiguous counties for the creation and operation of one or more joint-county industrial and business parks; and

WHEREAS, Project Hunter (the "Company"), a South Carolina corporation, is considering acquiring by construction or purchase certain land, buildings, furnishings, fixtures, machinery, apparati, and equipment, for the expansion of a manufacturing facility in the County (the "Project"), which will result in the investment of an expected Thirteen Million Dollars (\$13,000,000) in new investment in the County, of which at least the statutory minimum will be invested during the Initial Investment Period (as that term is defined below), and all of which would be subject to the fee-in-lieu-of-tax addressed by this

Agreement, all within the meaning of the Act, and the creation of an expected ninety-five (95) new, full-time jobs, during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired and ending five (5) years after the last day of the property tax year during which the Project is placed in service (the "Initial Investment Period"); and

WHEREAS, the Company is already a major investor and employer in the County; and

WHEREAS, the Company has long been an exemplary corporate citizen of the County, providing solid employment opportunities for many County, engaging in community improving activities, and continuing to invest in the community; and

WHEREAS, the County has determined that the Project would be aided by the availability of the assistance which the County might render through (1) the acquisition of the Project from the Company and the leasing of the Project to the Company pursuant to one or more lease agreements (each a "Lease Agreement") or, alternatively, entering into a fee-in-lieu of tax agreement ("Fee Agreement") with the Company with respect to the Project, under and pursuant to the Act (notwithstanding any other provision hereof, or of the Inducement Agreement authorized hereby, it is understood and agreed between the County and the Company that the possible use of a Lease Agreement to document and implement the new fee-in-lieu-of-tax arrangement for the Project, as described herein, refers to and would become applicable only in the event that a court of competent jurisdiction rules the provisions of Chapter 44 of Title 12 of the Code unconstitutional, invalid, or otherwise unenforceable); (2) the incentive of a negotiated fee -in-lieu of *ad valorem* taxes (a "FILOT") as authorized by the Act; (3) the continued inclusion of the Project and the other real and personal property of the Company located at the Project site(s) in the County, in a joint-county industrial and business park which is either already in existence, or to be created by the County (the "Park" or the "Multi-County Industrial and Business Park" or "MCIP"); (4) the granting by the County to the Company of certain infrastructure credits, pursuant to Section 4-1-175 of the Code and other applicable provisions of the Act, to partially reimburse the Company for economic development infrastructure serving the County; and (5) the commitment by the County to certain other economic development incentives as an inducement to the Company to locate the Project in the County including, without limitation, the extension of the Initial Investment Period for an additional five (5) years for investments in the Project in excess of the expected \$13,000,000 investment provided by this Project (which includes, without limitation, all Project investment in 2016, currently estimated at approximately \$1,800,000) (the "Extended Investment Period"); and, that the inducement will, to a great degree of certainty, result in the acquisition and construction of the Project in the County; and

WHEREAS, the County has given due consideration to the economic development impact of the Project, has found that the Project and the payments-in-lieu-of-taxes would be directly and substantially beneficial to the County, the taxing entities of the County, and the citizens and residents of the County, and that the Project would directly and indirectly benefit the general public welfare and serve a public purpose of the County by providing services, employment, recreation, promotion of tourism, 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 and welfare, creation of jobs, promotion of tourism, 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 cost; and, has agreed to effect the issuance, execution and delivery of an Inducement Agreement, pursuant to this Resolution of the County Council, and on the terms and conditions hereafter set forth:

NOW, THEREFORE, BE IT RESOLVED, by the County Council as follows:

Section 1. Pursuant to the authority given to the County Council by the Code of Laws of South Carolina, 1976, as amended and the Constitution of the State of South Carolina, and subject to enactment of subsequently required legislative authorizations by appropriate governing bodies and approval by appropriate authorizing agencies, and for the purpose of authorizing the drafting, creation, and execution of economic development incentives and associated agreements and documents for the Project, there is hereby authorized to be executed an inducement agreement between the County and the Company pertaining to the Project involving development by the Company of certain facilities in Laurens County, South Carolina (the "Inducement Agreement") involving investment of an expected Thirteen Million Dollars (\$13,000,000), but not less than the statutory minimum investment, in any event (some of which may be in ordinary taxable property) in the Project and the creation of an expected ninety-five (95) new jobs, on or before the end of the Initial Investment Period. The Inducement Agreement will expressly recognize property acquired by Project Hunter during the 2016 calendar year as specifically, but without limitation, intended by the County and the Company to be included in the Project and the Lease Agreement or Fee Agreement as subject to the FILOT authorized thereby, in accordance with Section 12-44-110 of the South Carolina Code, 1976, as amended and other provisions of the Act.

Section 2. The provisions, terms, and conditions of the Lease Agreement(s) or the Fee Agreement, under and pursuant to the Act, by and between the County and the Company, as required by the Inducement Agreement, shall be prescribed and authorized by subsequent Ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution and the Inducement Agreement.

Section 3. The provisions, terms, and conditions of a Joint-County Industrial and Business Park (or Multi-County Industrial and Business Park or "MCIP") Agreement by and between the County and one or more contiguous counties, which such MCIP is either already existing or to be created by subsequent Ordinance or amendment of an existing Ordinance of the County Council, and which such MCIP shall include the Project and other property at and including the Company's site(s) in the County, shall be, to the extent not prohibited by law, consistent with the terms of this Resolution and the Inducement Agreement. If the Project site(s) is(are) already within a Joint-County Industrial and Business Park, this commitment of the County shall be deemed to have been met. If the Project site(s) is(are) to be within a Joint-County Industrial and Business Park to be created, the County shall use its best efforts and endeavor to work with one or more contiguous counties to develop such MCIP and to

maintain the Project site in the MCIP in accordance with the terms of this Resolution and the Inducement Agreement.

Section 4. The provisions, terms, and conditions of an Infrastructure Financing Agreement, granting the Company a thirty percent (30%) credit against FILOT payments for the Project in the MCIP (all as defined herein), for the first ten (10) years that such payments are made, will be authorized by subsequent ordinance(s) of the County and shall be, to the extent not prohibited by law, consistent with the terms of this Resolution and the Inducement Agreement.

Section 5. The County hereby agrees to pre-approve, approve and consent to a five (5) year extension to the initial five (5) year investment period set forth in the Act (the "Initial Investment Period"), for the Project, provided the Company's total investment in the Project at the end of the Initial Investment Period equals at least the currently expected \$13,000,000 investment in the Project, including, without limitation, the Project investment in 2016, currently expected to be approximately \$1,800,000 or more (the "2016 Investment"). Accordingly, to the extent the Company makes such expected investment in the Project during the Initial Investment Period, the Company shall be entitled to make FILOT payments in the manner described above for those Phases of the Project placed in service within ten (10) years from the end of the property tax year in which the County and the Company execute the initial Lease Agreement or Fee Agreement. The amounts of such payments shall be determined by using a fixed assessment ratio of 6.0%, a locked millage rate, for all taxing entities within whose taxing jurisdiction the Project falls, of the millage rate in effect at the Project site(s) on June 30, 2016, which the parties hereto believe to be 427.6 mils, and the fair market value of Project property (which value is not subject to reassessment as provided in the Act) as determined by using original cost for any real property and original cost less allowable depreciation for any personal property in accordance with Title 12, Chapter 37, Code of Laws of South Carolina 1976, as amended. Such pre-approval, approval and consent to the extension for the investment period for the Project agreement with the County will be authorized by subsequent Ordinance(s) of the County authorizing the execution and delivery of the Lease Agreement(s) or the Fee Agreement.

Section 6. The County's execution of the Inducement Agreement, the Lease Agreement(s) or as addressed herein the Fee Agreement, the Infrastructure Financing Agreement, or any other agreements related hereto is conditioned upon the Company's agreement to: (a) indemnify and save the County, including the members of the governing body of the County, and the employees, officers and agents of the County (herein collectively referred to as the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or company arising from the conduct or management of, or from any work or thing done on the Project; (b) indemnify and save the Indemnified Parties harmless against and from all claims arising from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under the Lease Agreement or the Infrastructure Financing Agreement (iii) any act of negligence of the Company or any of its agents, contractors, servants, employees or licensees, (iv) any act of negligence of any assignee or sublessee of the Company, or of any

agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, or (v) any environmental violation, condition, or effect; and (c) indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim, including, without limitation, ordinary and reasonable attorney's fees, arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from an Indemnified Party, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County, whose approval of such counsel shall not unreasonably be withheld. Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties not incur pecuniary liability by reason of the terms of this Resolution, the Inducement Agreement, the Fee Agreement or the Lease Agreement, or the undertakings required of the County hereunder, by reason of the execution of the Inducement Agreement, by reason of the performance of any act requested of it by the Company, or by reason of the County's ownership of the Project, if applicable, or the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or Company, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County, whose approval of such counsel shall not unreasonably be withheld. These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

Section 7. Notwithstanding any other provisions herein, the County agrees to execute the Inducement Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and the County agrees to execute the Inducement Agreement in reliance upon representations by the Company that such document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

Section 8. The Chairman of County Council and the County Administrator are hereby authorized and directed to execute the Inducement Agreement attached hereto in the name of and on behalf of the County, and the Clerk of the County Council is hereby authorized and directed to attest the same; and the County Administrator is hereby further authorized and directed to deliver said executed Inducement Agreement to the Company. The Inducement Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon advice of legal counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Inducement Agreement now before this meeting.

Section 9. The authorization of the execution and delivery of the Lease Agreement(s) or Fee Agreement, the Infrastructure Financing Agreement, and the other documents or obligations of the County required by the Inducement Agreement is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions. It is the intention of the County Council that this Resolution shall constitute an Inducement Resolution with respect to the Project, including the 2016 Investment in the Project, within the full meaning of the FILOT Act.

Section 10. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the County Council.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

Done in meeting duly assembled this 13th day of December, 2016.

LAURENS COUNTY COUNCIL

By: _____
Joseph E. Wood, Jr., Chairman

ATTEST:

Jon Caine, Administrator
Laurens County Council

Betty Ann C. Walsh, Clerk,
Laurens County Council

Approved as to form:

Alexander Cruickshanks, IV, County Attorney
Laurens County Council

**INDUCEMENT AGREEMENT
AND MILLAGE RATE AGREEMENT**

THIS INDUCEMENT AGREEMENT AND MILLAGE RATE AGREEMENT (the "Agreement") dated as of December 13, 2016, by and between Laurens County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and Project Hunter, a South Carolina corporation (the "Company").

WITNESSETH:

ARTICLE I.
RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County, acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of the Code of Laws of the State of South Carolina, 1976, as amended (the "Code"), including, without limitation, Titles 4 and 12, including, particularly, Chapter 44 of Title 12, of the Code (collectively, the "Act"), and the case law of the Courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective manufacturers and commercial enterprises as inducements for economic development within the County; to acquire, or cause to be acquired, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any business to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such projects through which powers the industrial and business development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina 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.

(b) The County is authorized by Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code (the "Joint-County Industrial and Business Park Act"), to enter into agreements with one or more contiguous counties for the creation and operation of one or more joint-county industrial and business parks (a "Park" or a multi-county industrial and business park ("MCIP")).

(c) The Company is considering acquiring by construction and purchase certain land, buildings, furnishings, fixtures, machinery, apparatus, and equipment for the expansion of a manufacturing facility in the County (the "Project"), which will result in the investment of an expected Thirteen Million Dollars (\$13 Million) investment in the County (but not less than the statutory minimum investment) (some of which may be ordinary taxable

property), investment which would be subject to the fee-in-lieu-of-tax addressed by this Agreement, all within the meaning of the Act, and the creation of an expected ninety-five (95) new, full-time jobs, during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired and ending five (5) years after the last day of the property tax year during which the Project is placed in service (the "Initial Investment Period").

(d) The Company is already a major investor and employer in the County.

(e) The Company has long been an exemplary corporate citizen of the County, providing solid employment opportunities for many County residents, engaging in community improving activities, and continuing to invest in the community.

(f) Reserved.

(g) The County has determined that the Project would be aided by the availability of the assistance which the County might render through (1) the acquisition of the Project from the Company and the leasing of the Project to the Company pursuant to one or more lease agreements (each a "Lease Agreement") or, alternatively, entering into a fee-in-lieu of tax agreement ("Fee Agreement") with the Company with respect to the Project, under and pursuant to the Act (notwithstanding any other provision hereof, or of the resolution which authorized it, it is understood and agreed between the County and the Company that the possible use of a Lease Agreement to document and implement the new fee-in-lieu-of-tax arrangement for the Project, as described herein, refers to, and would become applicable only in the event that a court of competent jurisdiction rules the provisions of Chapter 44 of Title 12 of the Code unconstitutional, invalid, or otherwise unenforceable); (2) the incentive of a negotiated fee -in-lieu of *ad valorem* taxes (a "FILOT") as authorized by the Act; (3) the continued inclusion of the Project and the other real and personal property of the Company located at the Project site(s) in the County, in a joint-county industrial and business park which is either already in existence, or to be created by the County (the "Park" or the "Joint-County Park"); (4) the granting by the County to the Company of certain infrastructure credits, pursuant to Section 4-1-175 of the Code and other applicable provisions of the Act, to partially reimburse the Company for economic development infrastructure serving the County; and (5) the commitment by the County to certain other economic development incentives as an inducement to the Company to locate the Project in the County including, without limitation, the extension of the Initial Investment Period for an additional five (5) years for investments in excess of the expected \$13,000,000 investment in this Project (which is to include, without limitation, all Project investment in 2016, currently estimated at approximately \$1,800,000 (the "2016 Investment") in accordance with the Act, including, specifically, but without limitation, Section 12-44-110 of the Act) (the "Extended Investment Period"); and, that the inducement will, to a great degree of certainty, result in the acquisition and construction of the Project in the County.

(d) The County has given due consideration to the economic development impact of the Project, has found that the Project and the payments-in-lieu of taxes would be directly

and substantially beneficial to the County, the taxing entities of the County, and the citizens and residents of the County, and that the Project would directly and indirectly benefit the general public welfare and serve a public purpose of the County by providing services, employment, recreation, promotion of tourism, or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality, or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development and welfare, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the expansion and improvement of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the cost; and, has agreed to effect the issuance and delivery of this Agreement, pursuant to the Act and a Resolution of the County Council dated December 13, 2016 (the "Resolution"), and on the terms and conditions hereafter set forth.

(e) Notwithstanding any other provisions, the County is executing this Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Agreement in reliance upon representations by the Company that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

ARTICLE II.

UNDERTAKINGS ON THE PART OF THE COUNTY.

The County agrees as follows:

Section 2.1. The County agrees, if same is required, to enter into or amend a joint-county industrial and business park agreement (a "Park Agreement") with one or more other contiguous counties to create or expand a Park, pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170 of the Code, to continue to include the Project and the other property of the Company located at the Company's site(s) within the County, and to undertake and execute those procedures and documents necessary for the creation or expansion of such Park, and to keep the Project site(s) in such Park or any other Park of the County during the term of the incentives provided in this Agreement or subsequent ordinance(s) or agreement(s). Further, the County shall use its best efforts and endeavor to work with one or more contiguous counties (and, to the extent the Project site(s) is located within the corporate limits of a municipality, will work with such municipality) to establish such Park in accordance with the terms of this Agreement, and, in any event, to keep the Project site(s) as part of such Park or any other Park of the County throughout the term of the incentives provided in this Agreement or subsequent ordinance(s) or agreement(s).

Section 2.2. The County agrees to enter into and execute one or more Lease Agreements or a Fee Agreement and other necessary documents and actions incidental thereto, for portions of

the Project under and pursuant to the Act, at the Company's sole option, with the Company investing an expected Thirteen Million Dollars (\$13,000,000) (including, without limitation, the 2016 Investment, in accordance with Section 12-44-110 and other provisions of the Act) but no less than the statutory minimum investment in the Project on or before the end of the Initial Investment Period.

The County, subject to the limits set forth herein, will: (1) if the Company chooses to utilize one or more Lease Agreements, accept title from and lease to the Company each annual capital investment ("Phase") of the Project on or before the date it is placed in service; or (2) if the Company chooses to utilize a Fee Agreement, enter into such Fee Agreement which shall apply to each Phase of the Project as it is placed in service. The new equipment and/or other personal property for the Project will be purchased and installed by the Company on the sites now owned or hereafter acquired by the Company in the County. In the case of a Lease Agreement, such Lease Agreement will contain suitable provisions for acquisition of the entire project or any Phase or part thereof by the Company for the consideration of One Dollar (\$1) at the completion or earlier termination of the Lease Agreement if all terms and provisions of the Lease Agreement have been met. In the case of a Fee Agreement, such Fee Agreement will contain suitable provisions for the Company to terminate the Fee Agreement if all terms and provisions of the Fee Agreement have been met.

The Lease Agreement(s) or Fee Agreement will be delivered at such times and upon such mutually acceptable terms as the County and the Company shall agree. The terms and provisions of the Lease Agreement(s) or Fee Agreement by and between the County and the Company shall be substantially in the form generally utilized in connection with the Act, as agreed upon by the County and the Company. Such Lease Agreement(s) or Fee Agreement shall contain, in substance, the following provisions:

- (a) The term of the Lease Agreement(s) or Fee Agreement will coincide with the maximum term of the negotiated FILOT pursuant to the Act.
- (b) In the case of a Lease Agreement, the "Basic Rent" payable under the Lease Agreement, not including any fee-in-lieu-of *ad valorem* tax payments or any "Additional Rent", will be in the amount of One Dollar (\$1) per year.
- (c) The Company will maintain the Project and will (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company, and will carry public liability insurance covering personal injury, death or property damage with respect to the Project; or (ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company; or (iii) maintain a combination of insurance coverage and self-insurance as to such risks. If the Company is required to utilize a Lease Agreement, as described herein, the Company will provide insurance coverage for the Project in the types and amounts acceptable to the County, whose approval thereof will not be unreasonably withheld.
- (d) In the performance of the Lease Agreement(s) or Fee Agreement, any obligations the County may incur for the payment of money shall not create a pecuniary liability of the County

nor create a general obligation on its part or by the State of South Carolina or any incorporated municipality, but shall be payable solely from the payments received under such Lease Agreement(s), Fee Agreement or the Joint-County Park and, under certain circumstances, insurance proceeds and condemnation awards.

(e) The Lease Agreement(s) or Fee Agreement shall contain a provision requiring the Company to make FILOT payments. Pursuant to the Act, for each Phase of the Project, such payments shall continue for a period of up to thirty (30) years from the date each such Phase of the Project is placed in service. The County hereby agrees to a five (5) year extension to the Initial Investment Period, provided the Company's total investment in the Project at the end of the Initial Investment Period, including, without limitation, the 2016 Investment, equals at least the currently expected \$13,000,000 investment. Accordingly, to the extent the Company invests at least the currently expected \$13,000,000 investment in the Project during the Initial Investment Period, the Company shall be entitled to make FILOT payments in the manner described above for those Phases of the Project placed in service within ten (10) years from the end of the property tax year in which the County and the Company execute the initial Lease Agreement or Fee Agreement. The amounts of such payments shall be determined by using a fixed assessment ratio of 6.0%, a fixed millage rate, for all taxing entities within whose taxing jurisdiction the Project falls, of the millage rate for the Project site(s) on June 30, 2016, which the parties hereto believe to be 427.6 mills, and the fair market value (which value is not subject to reassessment as provided in the Act) as determined by using original cost for any real property and original cost less allowable depreciation for any personal property in accordance with Title 12, Chapter 37, Code of Laws of South Carolina 1976, as amended.

(f) The County and the Company agree, in accordance with the Act, that the Company may dispose of property subject to FILOT payments, as set forth in this Section.

(1) When the Company disposes of property subject to the fee, the fee payment must be reduced by the amount of the fee payment applicable to that property, subject to an absolute requirement to maintain not less than Two and One-Half Million Dollars (\$2,500,000), in undepreciated investment value, in non-exempt (i.e., subject to the FILOT) investment in the Project in the Park, at all times.

(2) Property shall be considered disposed of for purposes of this Section only when it is scrapped or sold or it is removed from the Project. If the property is removed from the Project it becomes subject to *ad valorem* property taxes to the extent the property remains in the State.

(g) The Lease Agreement(s) or Fee Agreement shall provide that any property which is placed in service as a replacement for property which is subject to the FILOT may become part of the fee payment as provided in this item, subject in all events to the related provisions of the Act:

(1) Replacement property does not have to serve the same function as the property it is replacing. Replacement property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same property tax year as the replacement property is placed in service. Replacement property qualifies for fee treatment only

up to the original income tax basis of fee property it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the replacement property exceeds the original income tax basis of the property which it is replacing, the excess amount will be subject to payments at the level of normal *ad valorem* taxes. Replacement property will be entitled to the fee payment for the period of time remaining on the fee period for the property which it is replacing; provided, however, that where a single piece of property replaces two or more pieces of property, the fee period must be measured from the earliest of the dates on which the replaced pieces of property were placed in service.

(2) The new replacement property which qualifies for the fee will be recorded using its income tax basis and the fee calculated using the millage rate and assessment ratio provided for the original fee property. In the case of a Lease Agreement, the fee payment for replacement property must be based on sections 4-12-30(D)(2)(a) or (D)(2)(b) of the Code, if the Company originally used such method.

(3) In the case of a Lease Agreement, in order to qualify as replacement property, title to the replacement property must be held by the County.

(h) The provisions, terms, and conditions of an Infrastructure Financing Agreement, granting the Company a thirty percent (30%) credit against FILOT payments for the Project in the MCIP (all as defined herein), for the first ten (10) years that such payments are made, will be authorized by subsequent ordinance(s) of the County and shall be, to the extent not prohibited by law, consistent with the terms of this Resolution and the Inducement Agreement.

Section 2.3. The County hereby permits the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Lease Agreement(s) or Fee Agreement. Contracts for construction and for purchase of machinery, equipment and related real and personal property deemed necessary under the Lease Agreement(s) or Fee Agreement may be let by the Company.

Section 2.4. The County Council agrees that this is a Millage Rate Agreement providing the Company with an initial millage rate for all taxing entities within whose taxing jurisdiction the Project site falls of the millage rate for the Project site(s) on June 30, 2016, which the parties hereto believe to be 427.6 mils for all Project property, and which Millage Rate Agreement shall be carried over to and become a part of the separate Ordinance authorizing the Lease Agreement(s) or Fee Agreement to be executed and delivered by and between the County and the Company pursuant to the Act

Section 2.5. As a result of the inclusion of the Project in the Park and the execution of one or more Lease Agreements or a Fee Agreement and Infrastructure Financing Agreement, the Company will pay a FILOT equal to the amount of property taxes otherwise due at any given point in time, based on the computation and terms contained in Section 2.2(e) and (h), hereof, and the County and the Company will enter into the Lease Agreement(s) or Fee Agreement consistent with the terms and provisions of the Act, as amended, and this Agreement. The County and the Company will enter into such further agreements as may be reasonably necessary to enter into the Lease Agreement(s) or Fee Agreement or Infrastructure Financing Agreement

required as a part of this Agreement. The Lease Agreement(s) or Fee Agreement will, among other things, authorize the Company to terminate the Lease Agreement(s) or Fee Agreement and obtain full title to the Project at any time and for any reason, at the Company's sole discretion, upon the full payment of any amounts due by the Company to the County with respect to the Project and the Company's satisfaction of all other Project-specific obligations to the County existing as of such date.

Section 2.6. Subject to the requirements of the Home Rule Act, the County will perform such other acts and will in good faith commence necessary ordinance proceedings as may be required to faithfully implement this Agreement and to authorize the FILOT Agreement or Lease Agreement, and Infrastructure Financing Agreement, and to assist, in good faith and with all reasonable diligence, with the successful completion of the Project by the Company, and to use its best good faith efforts to assist the Company in the pursuit and receipt of all other available assistance for the inducement and completion of this Project, including any such assistance which may be available from the Federal or State government, if any.

ARTICLE III. **UNDERTAKINGS ON THE PART OF THE COMPANY**

Section 3.1. The Company may advance any acquisition or construction funds required in connection with the planning, design, acquisition, construction, and carrying out of the Project and be entitled to subject the constructed or acquired property to the Lease Agreement(s) or Fee Agreement, to the extent permitted by law.

Section 3.2. The County will have no obligation to assist in finding a funding source for the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project and the costs of the FILOT transaction.

Section 3.3. If the plan proceeds as contemplated, the Company further agrees as follows:

- (a) To develop, construct, and operate, or cause to be developed, constructed, and operated, the Project and to enter into one or more Lease Agreements or a Fee Agreement pursuant to the Act and this Agreement;
- (b) To obligate itself to make the FILOT payments required by the Act at rates calculated in accordance with Section 2.2 hereof;
- (c) To perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings and consummate the proposed financing;
- (d) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental entities in connection with the acquisition, construction, operation and use of the equipment for the Project;

(e) To invest an expected Thirteen Million Dollars (\$13,000,000) (which includes, without limitation, the 2016 Investment) in the Project and to create an expected ninety-five (95) new, full-time jobs at the Project, on or before the end of the Initial Investment Period. Should the Company not invest at least the statutory minimum investment on the Project in the timeframe provided, (during the Initial Investment Period) the Company shall lose the benefit of the Fee Agreement or Lease Agreement(s), as the case may be, and the Project property will revert retroactively to normal tax treatment with repayment and interest due on the difference between the net fee actually paid and the payment which is due pursuant to Section 4-12-30(C)(2) or Section 12-44-140(B) of the Code. Further, if the Company fails to invest at least the statutory minimum investment during the Initial Investment Period (the "Minimum Investment Requirement"), the Company shall no longer be eligible to prospectively claim the infrastructure credits set forth in Section 2.2(h) and the County shall be entitled to pro-rata reimbursement of such infrastructure credits previously claimed by the Company in accordance with the following terms and formula:

The County shall be entitled to reimbursement of that portion of such infrastructure credits theretofore collected which is equal to the shortfall in compliance with the Minimum Investment Requirement (the "Shortfall"). The Shortfall shall be determined by measuring the degree of compliance with the Minimum Investment Requirement. As an example, assuming the Company invested \$1,000,000 and during the Initial Investment Period and had theretofore collected \$150,000 in such infrastructure credits, the reimbursement would be calculated as follows:

$(\$1,000,000/\$2,500,000) = 40\% = \text{degree of compliance}$

$100\% - 40\% = 60\% = \text{Shortfall}$

$60\% \times \$150,000 = \$90,000 = \text{amount of reimbursement}$

The Company shall be required to repay this amount in equal monthly installments during the 3 months immediately following the end of the Initial Investment Period.

- (f) To pay the County's ordinary and reasonable actual fees for legal services related to the Project and the negotiation, authorization, and execution of the Fee Agreement, the Lease Agreement, the Infrastructure Financing Agreement, this Agreement and any other legal agreements or related procedural documents that may be necessary in connection herewith. Absent extraordinary circumstances, such fee shall not exceed Five Thousand Dollars (\$5,000) but will be based on actual time spent times the lawyer's usual and customary rate for County work, in any event.

Section 3.4. The Company further agrees as follows:

The Company shall and agrees to indemnify and save the County, including the members of the governing body of the County, and the employees, officers and agents of the County (herein collectively referred to as the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or company arising from the conduct or management of, or from any work or thing done on the Project and the Company shall further indemnify and save the Indemnified Parties harmless against and from all claims arising from (i) any condition of the Project, (ii) any breach or default on the part of the

Company in the performance of any of its obligations under the Fee Agreement or the Lease Agreement, (iii) any act of negligence of the Company or any of its agents, contractors, servants, employees or licensees, (iv) any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, or (v) any environmental violation, condition, or effect. The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses, including, without limitation, the County's ordinary and reasonable actual attorneys fees, 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 an Indemnified Party, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County, whose approval of such counsel will not unreasonably be withheld.

Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties not incur pecuniary liability by reason of the terms of this Agreement, the Fee Agreement or the Lease Agreement, or the undertakings required of the County hereunder, by reason of the execution of this Agreement, by reason of the performance of any act requested of it by the Company, or by reason of the County's ownership of the Project or the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or Company, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County, whose approval of such counsel will not unreasonably be withheld..

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

ARTICLE IV **GENERAL PROVISIONS**

Section 4.1. Notwithstanding anything in this Agreement to the contrary, all commitments of the County under Article II hereof are subject to (1) all of the provisions of the Code, the Act and the South Carolina Home Rule Act, including, without limitation, the understanding that the Company must qualify for the fee-in-lieu of tax treatment, in accordance with and as required by the terms of South Carolina law, (2) the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers, and (3) procedural compliance for enactment by the County and, in the case of the Park, the partner county, of all further acts, legislation, and ordinances required or envisioned by this Agreement.

Section 4.2. The Company and the County agree to execute such other documents containing commercially reasonable terms as are required to effectuate and carry out the terms, provisions, and requirements of this Agreement, the Resolution to which it is attached, and the documents referred to in this Agreement and the Resolution. Pursuant to Section 4-12-45(C) and Section 12-44-55(B) of the Code, the Company and the County agree that no recapitulation information (as set forth in Section 4-12-45(A) and Section 12-44-55(A) of the Code) is required to be provided by either the Company or the County in this Agreement, or in any subsequent Lease Agreement(s) or Fee Agreement, to the extent that, and so long as the Company makes all returns required by the Act and provides copies thereof to the County within sixty (60) days of filing such report with the State. The Company shall file a copy of the South Carolina Department of Revenue form PT-443 with the County after execution of this Agreement and after the execution of a Fee Agreement or Lease Agreement by the County and the Company.

Section 4.3. If for any reason this Agreement is not executed and delivered by the Company within one (1) year after execution and delivery by the County, or if any phase of the Project, once this Agreement is executed by all parties, is abandoned permanently (work has not meaningfully progressed for twelve (12) months or longer) by the Company for any reason other than fault or negligence of the County, the provisions of this Agreement shall be cancelled as to any incomplete or unfinished phase(s), only, and no party shall have any rights against any other under this Agreement and no third parties shall have any rights against any party under this Agreement as to such incomplete phase(s) except:

- (a) The County will convey to the Company any title it may have acquired to such incomplete phase(s) of the Project, to the extent of its ownership therein, if any;
- (b) The Company will pay the County for all expenses which have been authorized by the Company in writing and incurred by the County in connection with the planning, design, acquisition, construction and carrying out of the Project;
- (c) The Company will pay the reasonable out-of-pocket expenses of officers, agents and employees of the County and counsel for the County incurred in connection with the Project and the execution of this Agreement or the Fee Agreement or Lease Agreement(s), and will pay fees for legal services related to the Project and the negotiation, authorization, and execution of the Fee Agreement or Lease Agreement(s), the Infrastructure Financing Agreement, this Agreement, and any other legal agreements or related procedural documents that may be necessary in connection herewith or therewith.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project or with any given phase of the Project, in which event this Agreement shall be cancelled as to any and all incomplete or unfinished phase(s), only, and, subject to parties' obligations described in Section 4.3, no party shall have any further rights under this Agreement against any other, and no third party shall have any rights against any party under this Agreement as to such incomplete phase(s).

Section 4.5. To the maximum extent allowable under the Code, the Company may assign (including, without limitation, absolute, collateral, and other legal and equitable assignments of whatever form, type, or name) all or a part of its rights and/or obligations under this Agreement, the Lease Agreement(s) or Fee Agreement, or any other agreement related hereto or thereto, to one or more other entities, at the Company's sole discretion, so long as such assignee is qualified under the Code to assume such rights and/or obligations and so long as such assignee assumes all responsibilities and obligations of the Company and, upon the consent of the County, which consent will not unreasonably be withheld, without adversely affecting the benefits to the Company or assignees pursuant to any such agreement or the Act, and this Agreement shall inure to the benefit of and bind the successors and permitted assigns hereunder. Further, the Company may add one or more Sponsors or Sponsor Affiliates (as defined in the Act) to this Agreement, the Lease Agreement, or the Fee Agreement, pursuant to and in accordance with the Act, at any time. Such addition of one or more Sponsors or Sponsor Affiliates will be authorized in the Lease Agreement or Fee Agreement and the respective enabling ordinance of the County, which will authorize such addition, after the initial approval of the Lease Agreement or Fee Agreement, by subsequent resolution of the County and amendment of the Lease Agreement or Fee Agreement.

Section 4.6. This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers. No amendment, modification, or termination of this Agreement, and no waiver of any provision or consent required hereunder shall be valid unless consented to in writing by all parties.

Section 4.7. Nothing in this Agreement or any attachments hereto is intended to create, and no provision hereof or thereof should be so construed or interpreted as to create any third party beneficiary rights in any form whatsoever nor any form of partnership or any other legal entity relationship between the Company and the County.

Section 4.8. This Agreement constitutes the entire Agreement between the parties regarding the matters set forth herein. No amendment to this Agreement shall be effective unless reduced to writing, executed by both parties, and approved by appropriate legal process. This Agreement shall be interpreted pursuant to the laws of the State of South Carolina. This Agreement and the Resolution which authorized it are intended by the County to constitute both a millage rate agreement, in accordance with the Act, and an "Inducement Resolution" with respect to the Project, including the 2016 Investment in the Project, within the full meaning of the Act, including, without limitation, Sections 12-44-40 and 12-44-110 of the Act.

Section 4.9 This Agreement may be executed in counterparts, and such counterparts taken together shall be deemed to be one and the same agreement.

IN WITNESS THEREOF, the undersigned has executed this Agreement as of the date first above written.

LAURENS COUNTY, SOUTH CAROLINA

By: _____
Joseph E. Wood, Jr., Council Chairman,
Laurens County Council

ATTEST:

By: _____
Betty Ann C. Walsh, Clerk,
Laurens County Council

WITNESSES:

APPROVED AS TO FORM:

Alexander Cruickshanks, IV, County Attorney

IN WITNESS THEREOF, the undersigned has executed this Agreement as of the date first above written.

PROJECT HUNTER

By: _____
Name: _____
Its: _____

WITNESSES:



AGENDA ITEM – REQUEST SHEET – COUNTY COUNCIL

ALL REQUESTS should be submitted by 1:00 P.M. on the Wednesday prior to the Tuesday meeting of Council. All other requests not submitted by the deadline will be retained and scheduled for the next meeting of Council

DATE OF REQUEST: December 5, 2016 (FOR DECEMBER 13, 2016 COUNTY COUNCIL MEETING)

DEPARTMENT / AGENCY: LEGAL

NAME: A. "SANDY" CRUICKSHANKS, IV, LAURENS COUNTY ATTORNEY

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

SIGNATURE: _____

SUBJECT MATTER REQUESTED (please be as specific as possible):

1. THE PROPOSED RESOLUTION IS FOR THE PURPOSE OF APPROVING THE INDUCEMENT AGREEMENT FOR A \$13,000,000 EXPANSION OF AN EXISTING INDUSTRY KNOWN AS PROJECT HUNTER.
2. THE PROPOSED ORDINANCE 828 IS FOR 1ST READING - TITLE ONLY - PROJECT HUNTER.

STAFF RECOMMENDS APPROVAL OF THE RESOLUTION AND 1ST READING OF ORDINANCE 828 REGARDING PROJECT HUNTER.

FINANCIAL AMOUNT REQUESTED: \$-0-

SOURCE OF FUNDING: N/A

(PLEASE – attach subject matter document pages as necessary)

FOR OFFICE USE ONLY

REQUEST ASSIGNED TO: _____ DATE RECEIVED: _____

DATE OF ASSIGNMENT: _____ DATE OF AGENDA: _____

DATE RESPONSE DUE: _____

COUNCIL ACTION: _____

STATE OF SOUTH CAROLINA)

)

COUNTY OF LAURENS)

ORDINANCE NO. 828

AN ORDINANCE AUTHORIZING A FEE-IN-LIEU-OF-TAX ARRANGEMENT AND AN INFRASTRUCTURE FINANCING AGREEMENT ON BEHALF OF PROJECT HUNTER (THE "COMPANY") PURSUANT TO A FEE-IN-LIEU-OF-TAX AGREEMENT BETWEEN LAURENS COUNTY, SOUTH CAROLINA (THE "COUNTY") AND THE COMPANY; AUTHORIZING A 5-YEAR EXTENSION OF THE INVESTMENT PERIOD FOR ALL INVESTMENTS OVER \$13 MILLION; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE FINANCING AGREEMENT (IFA), GRANTING CERTAIN INFRASTRUCTURE CREDITS TO THE COMPANY; AND OTHER MATTERS RELATING TO THE FOREGOING.

1st Reading Title Only



AGENDA ITEM – REQUEST SHEET – COUNTY COUNCIL

ALL REQUESTS should be submitted by 1:00 P.M. on the Wednesday prior to the Tuesday meeting of Council. All other requests not submitted by the deadline will be retained and scheduled for the next meeting of Council

DATE OF REQUEST: November 8, 2016 – Request to be placed on agenda for December 13 meeting

DEPARTMENT / AGENCY: Laurens County Library

NAME: Ann Szypulski, Director

ADDRESS: 1017 W. Main St.

CITY: Laurens STATE: SC ZIP: 29360

PHONE NUMBER: 864-681-7323 EMAIL: annszyp@lcpl.org

SIGNATURE: *Ann R Szypulski*

SUBJECT MATTER REQUESTED (please be as specific as possible):

The terms of the following library board members expire 12/31/16 and all four have requested that they be reappointed by County Council for another four year term.

Ms. Shirley R. Jefferson, 16 Suber Road, Laurens, SC 29360

Ms. Wanda S. Woody, 1116 Milam Road, Clinton, SC 29325

Ms. Annette Senn Crawford, PO Box 143, Joanna, SC 29351

Ms. Sandra H. Power, PO Box 252, Laurens, SC 29360

FINANCIAL AMOUNT

REQUESTED none

SOURCE OF FUNDING: _____

(PLEASE – attach subject matter document pages as necessary)

FOR OFFICE USE ONLY

REQUEST ASSIGNED TO: _____ DATE RECEIVED: _____

DATE OF ASSIGNMENT: _____ DATE OF AGENDA: _____

DATE RESPONSE DUE: _____

COUNCIL ACTION: _____



AGENDA ITEM – REQUEST SHEET – COUNTY COUNCIL

ALL REQUESTS should be submitted by 1:00 P.M. on the Wednesday prior to the Tuesday meeting of Council. All other requests not submitted by the deadline will be retained and scheduled for the next meeting of Council.

Agenda Item #: _____ (County Clerk will insert this)

DEPARTMENT / AGENCY: _____ Administration _____ Date of Request: _____

COUNCIL ACTION REQUESTED: _____ Approve Funding Branding Study

Short Description of Item for Consideration: It is important that we have a unifying identity of who we are. The branding program will give us the ability to travel around the County to the various communities to get a unified brand of who are as Laurens County. With such a large geographical area and such diversity of our people we need to find our common identity we can build our future from. This should help to unite us all as one cohesive Laurens County Community made up of many individual communities.

More Detailed Description (if needed): _____ SEE PRESENTATION

FINANCIAL AMOUNT REQUESTED _____

SOURCE OF FUNDING: _____ Special Source Revenues from Clerk of Court Legacy Funds _____

(PLEASE – attach subject matter document pages as necessary)

PLACE BRANDING

Laurens County, SC

“Alice asked the Cheshire Cat, who was sitting in a tree, “What road do I take?”

The cat asked, “Where do you want to go?”

“I don’t know,” Alice answered. “Then,” said the cat, “it really doesn’t matter which road, does it?”



A community's brand can have a major impact on a person's decision to visit the community, buy its goods and services, do business there or even locate there.

A brand can do several things:

- Shift the perception of a place that may be suffering from a poor or “tired” image.
- Create a common vision for the future of the community and its potential.
- Provide a consistent representation of the place.
- Enhance its local, regional and/or global awareness and position.

With so much riding on its reputation, a community must place time, effort and resources into developing this most valuable of community assets.

If you don't decide your brand, others will do it for you!

- Paris = Romance
- New York = Energy
- Washington = Power
- Rio = Fun

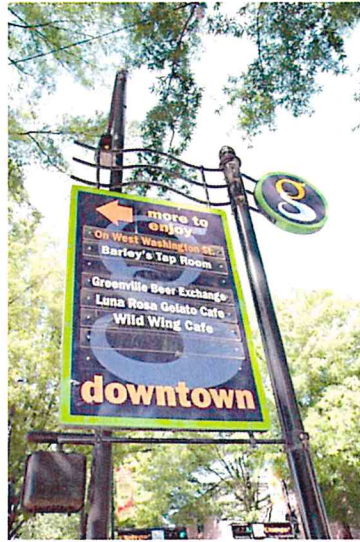
- Charleston = Historic
- Columbia = Hot
- Folly Beach = Hip
- Greenville = Cultured

Branding Case Study: Greenville

- Art and Culture
- Culinary Hub
- Boutique Shopping



Branding Case Study: Greenville



Making this happen for Laurens
...in phases



Phase I - \$10,000

- 1. Deep Dive Session: Determine vision and goals for the brand
- 2. Development: Creation of the brand concept
- 3. Build Out of Brand: Brand Vision, Brand Promise, Target Audience, Branding Statement. Logo Design, logo provided in formats for social media usage, creation of two advertising pieces
- 4. Creation of Style Guide: Comprehensive Style Guide providing guidelines for logo usage
- 5. Recommendations/Ideas for Implementing the Brand for "next steps".

Phase II -

- 1. Establishment of “Brand Champions” - \$1,000
- 2. Signage Plan - \$5,000 - \$60,000
- 3. Creation of Coordinating Marketing Pieces:
 - Website - \$8,000
 - Visitor Guide (15,000 copies) - \$8,000
 - Social Media Campaign- \$3,000
 - Relocation Brochure (6,000) - \$1,500

It Takes Time

Branding is a long-term undertaking. The results take time, patience and commitment.

Set realistic criteria for success, and make a plan for measuring success annually. Assume

it will take three to five years to see its economic benefits.

But without a brand, you don't really know how to invest your resources!!

Make It Consistent

Branding takes time, but it also takes consistency. Stick to your strategy for a set period of time before you change it.

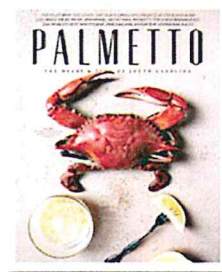
Put the energy toward delivering a consistent message, look and feel across all the communication media.

Consistency and frequency are a powerful combination.

Who We Are

South Carolina National Heritage Corridor

– in addition to assisting communities with branding, marketing, and destination development, we also manage and direct several large-scale programs in South Carolina:



Services We Provide


- Comprehensive Branding
- Marketing Strategies
- Media buying & scheduling
- Social Media Strategies & Management
- Graphic Design (Visitors guides, ads, brochures, etc...)
- Advertising Campaigns
- Wayfinding and Interpretive Signage Planning



Recent Work

www.HAMMOCKCOASTSC.COM
Recreation comes naturally here

IT'S CALLED
taking a stand

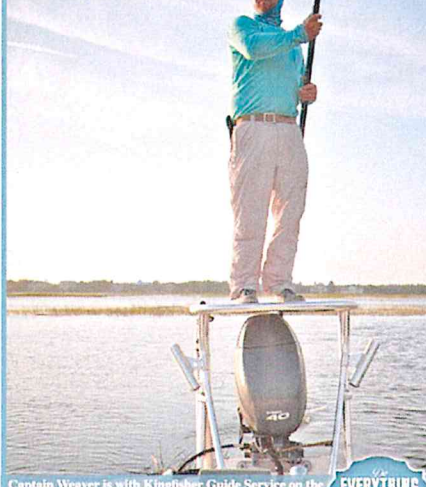


There are many ways to enjoy the waters of South Carolina's Hammock Coast. David from Waterman Expeditions prefers to stand on them.

EVERYTHING
DO NOTHING
AND ENJOY THE VIEW

www.HAMMOCKCOASTSC.COM
Recreation comes naturally here

IN THE EPIC BATTLE OF
man VS. fish...
IT'S NOT A GOOD DAY
FOR THE FISH.




Captain Weaver is with Kingfisher Guide Service on the Hammock Coast of South Carolina. So it's safe to say he's used to winning the battle.

EVERYTHING
DO NOTHING
AND ENJOY THE VIEW

South Carolina
Just Right

OUR IDEA
of
FOWL LANGUAGE




VILLAGES
DORCHESTER
THE NATURAL PLAYGROUND
OF THE LOWCOUNTRY

The tranquil and pristine beauty of Dorchester will take you away from the chaos of everyday life. Here, "fowl" language is a part of everyday conversation.

COME PLAY IN OUR PLAYGROUND

www.thesctraveler.com

OUR IDEA
of a
TWEET



VILLAGES
DORCHESTER
THE NATURAL PLAYGROUND
OF THE LOWCOUNTRY

Dorchester will take you away from the chaos. Here, the sounds of nature replace the noises of everyday life. Here, tweets are posted daily and no internet is required.

COME PLAY IN OUR PLAYGROUND

www.thesctraveler.com

Who says the
BEST SEAT
has to be in a house?

www.SCMOUNTAINLAKES.com



This advertisement for "Main Street to the Mountains" features a large, flowing waterfall as the background. Overlaid on the waterfall is the text "1.2 MILES OF MAIN STREET TAKES YOU TO 237,000 ACRES OF MOUNTAIN ADVENTURE. PACK FOR BOTH." Below this text is a collage of four images: a person in a blue dress, a bowl of fried food, a wooden sign that says "Antique", and a sign for "WALHALLA SOUTH CAROLINA" that also mentions "Garden of the Gods" and "MAIN STREET TO THE MOUNTAINS". At the bottom of the advertisement is the website "www.MAINSTREETTOTHEMOUNTAINS.com".

THE FISHING HERE IS CRAPPIE.

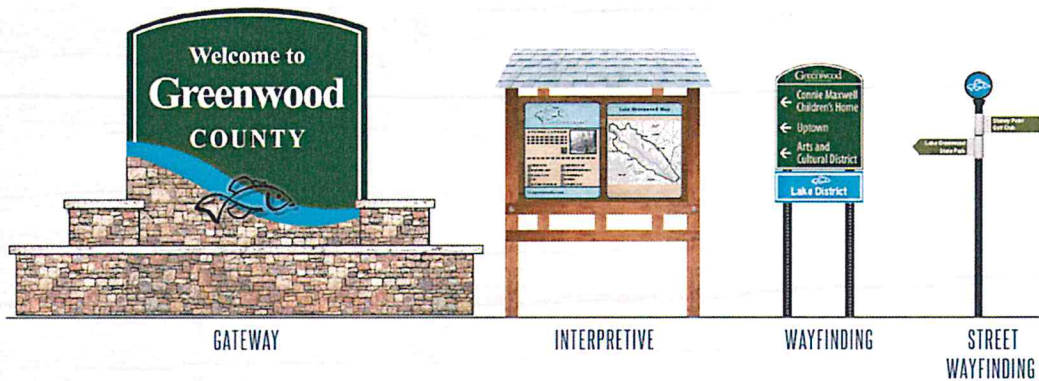
SERIOUSLY, WE ARE KNOWN FOR CRAPPIE FISHING.

VISITGREENWOODSC.COM



SIGNAGE

The logo should be placed for any new signage projects, as outlined in this plan. Future signage plans might include wayfinding within the Lake District itself, pointing to the state park, golf course, etc.





Sign Type 3.A
Header Attachment for Existing Signage

Sign Type 3.B
Vehicular Directional

Sign Type 3.B(2)
Vehicular Directional

Sign Type 3.B(3)
Vehicular Directional

Sign Type 3.C
Vehicular Directional - Municipalities

Sign Type 3.C (2)
Vehicular Directional - Municipalities



PALMETTO

THE HEART & SOUL OF SOUTH CAROLINA





AGENDA ITEM – REQUEST SHEET – COUNTY COUNCIL

ALL REQUESTS should be submitted by 1:00 P.M. on the Wednesday prior to the Tuesday meeting of Council. All other requests not submitted by the deadline will be retained and scheduled for the next meeting of Council

DATE OF REQUEST: NOVEMBER 21, 2016 (FOR DECEMBER 13, 2016 COUNTY COUNCIL MEETING)

DEPARTMENT / AGENCY: LEGAL

NAME: A. "SANDY" CRUICKSHANKS, IV, LAURENS COUNTY ATTORNEY

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

SIGNATURE: [Signature]

SUBJECT MATTER REQUESTED (please be as specific as possible):

ATTACHED IS A LETTER FROM TEKNOR APEX REQUESTING EXTENSION OF THEIR INVESTMENT PERIOD FROM DECEMBER 31, 2016, TO DECEMBER 31, 2021.

STAFF RECOMMENDS APPROVAL OF TEKNOR APEX'S REQUEST TO EXTEND THEIR INVESTMENT PERIOD TO DECEMBER 31, 2021 PURSUANT TO SECTION 5 OF ORDINANCE 708 AND THEIR EXISTING PILOT AGREEMENT WITH LAURENS COUNTY.

FINANCIAL AMOUNT REQUESTED: \$-0-

SOURCE OF FUNDING: N/A

(PLEASE – attach subject matter document pages as necessary)

FOR OFFICE USE ONLY

REQUEST ASSIGNED TO: _____ DATE RECEIVED: _____

DATE OF ASSIGNMENT: _____ DATE OF AGENDA: _____

DATE RESPONSE DUE: _____

COUNCIL ACTION: _____



November 15, 2016

A. "Sandy" Cruickshanks, IV
Laurens County Attorney
P O Box 786
Clinton, SC 29325

Dear Mr. Cruickshanks:

Teknor Apex Company would like to exercise our investment period extension pursuant to Section 5 of Ordinance 708 which is our existing FILOT agreement with Laurens County. Our current investment period ends December 31, 2016 and we would like to extend that to December 31, 2021. We have met the statutory minimum investment set forth in that agreement and would like to extend the investment period to increase our investment in Laurens County.

Thank you for your assistance.

Regards,

A handwritten signature in black ink that reads 'Wayne Reames'.

Wayne Reames
Plant Manager



Teknor Apex Company
1092 N Old Laurens Road Fountain Inn, SC 29644
Tel: 864-862-6444 ext. 6460 Fax: 864-862-0136
www.teknorapex.com



Laurens County Guaranteed Energy Savings Performance Contract

December 13, 2016

Introduction Discussion Points for Laurens County Council



Energy Savings Performance Contracting Defined *Key Concepts*



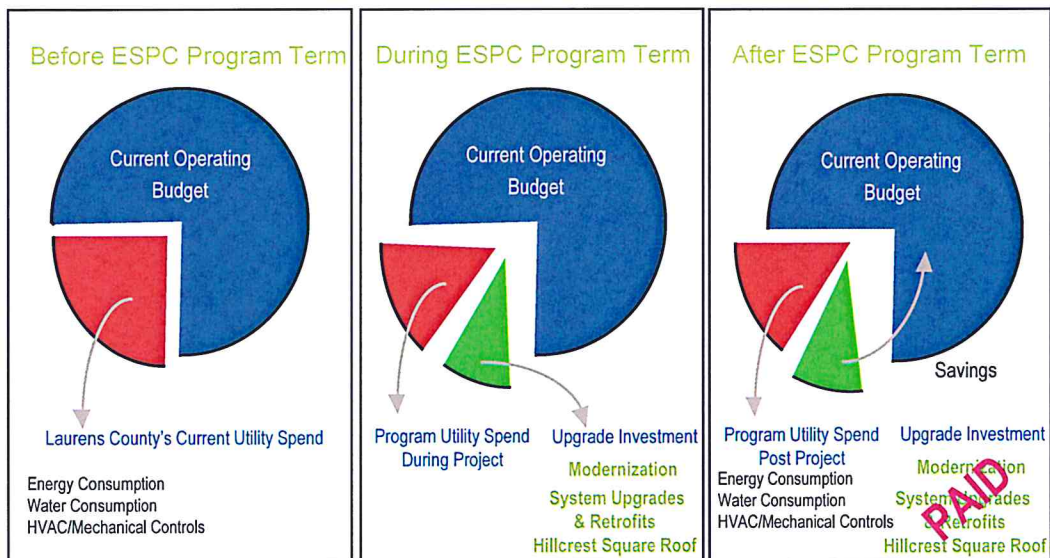
- South Carolina Legislation (South Carolina Energy Efficiency Act, S.C. Code 48.52.10) passed in 1992 to provide a funding mechanism that allows public and private entities to make self-funded capital improvements from utility and operational savings with **no** out-of-pocket expenditure required
- Energy Savings Performance Contracting (ESPC) is a budget-neutral approach to modernize and make building improvements that reduce energy and water use and increase operational efficiency. Infrastructure improvements **pay for themselves** through energy savings, lower operating costs, and/or increased billable revenues
- Energy Services Companies (ESCOs) serve as Program Manager and obtain revenues through sale of equipment and services to entities
- Savings cover **total** cost of program – retrofit construction, equipment supply, financing costs, debt service and commissioning
- There are **no** change orders associated with ESPC contracts with fixed program costs
- Results are financially guaranteed by the ESCO contractor
- SC County Governments may select qualifications-based ESCOs through RFQ procurement

Energy Savings Performance Contracting (ESPC) Potential Energy Conservation Measures



- Lighting
- Heating, Ventilating and Air Conditioning (HVAC) Equipment
- Building Envelope
- Steam Systems
- Chilled Water
- Domestic Hot Water
- Other Water Usage (Irrigation)
- Building Controls
- Energy Generation and Distribution
- Waste Management Systems
- Technology Systems (phone, internet, computers, etc.)

How Energy Savings Performance Contracts Work





**TRANE[®] BUILDING
ADVANTAGE[™]**

THINK BEYOND

Trane Building Advantage Laurens County Government

December 13, 2016



Case Study

June 2016



Sumter County South Carolina Government

Guaranteed Energy Savings Performance Contract enabled energy conservation measures will reduce Sumter County's operation costs by \$319,000 annually, and result in avoided cost of over \$2.8M from Sumter's capital budget

Sumter, South Carolina

Challenge

As Sumter County Government quickly continues to recover from the economic downturn that resulted in business closings and diminished tax revenue base. Deferred maintenance created the need for upgrades that would reduce the County's overall ownership and operations costs. Trane enabled energy-based facility upgrades funded through savings within Sumter County's existing utility budget

Solution

Trane met with Sumter County's Facilities Director to identify ECM's that would replace end of life equipment and known high maintenance cost items. Trane provided joint planning and co-authored solutions to craft the correct project parameters and predicted results – guaranteed to be self-funded through energy savings and/or operational cost avoidance

Community Benefit

Upgrades and Modernization will enable Sumter County to re-open their historic County Courthouse Building in combination with architectural upgrades to the facility. Trane Energy Performance, and web-based real time energy savings will be reported on dash monitoring within the County Administration Building verifying to the community that the upgrades are being funded through savings without the need for tax increases or referendum



Sumter County Judicial Center is the core legal facility for the community. Constructed in 2012, the ESPC contract provided LED lighting and building automation systems controls upgrades.

Project Dollar Amount

\$5,077,525

Source of Funds

US Bankcorp-Muni Lease with a
Qualified Energy Conservation Bond

Guaranteed Annual Savings

\$319,876

Contract Dates

December 2015

Customer Contact

Steve Snapp, Facilities Director
Sumter County Government
141 North Main Street
Sumter, SC 29150



REQUEST FOR QUALIFICATIONS
Sumter County South Carolina Government
Energy Services Performance Contract

PART I: GENERAL INFORMATION / INSTRUCTIONS

INTRODUCTION

Sumter County South Carolina Government will accept Offeror's Statement of Qualifications to develop an Energy Services Performance Contracting (ESPC) Proposal.

Sumter County South Carolina Government (herein referred to as the County) seeks qualification proposals from interested Energy Services Companies (herein referred to as ESCOs) for the successful implementation of an Energy Services Performance Contract (herein referred to as ESPC) in accordance with SC Law, including the South Carolina Energy Efficiency Act, S.C. Code 48.52.10 *et seq.*

There are ten (10) existing municipal buildings within the County that have been identified as potential energy conservation measure upgrade candidates.

A list of these buildings and their energy usage will be distributed at the Pre-Proposal Meeting (mandatory) to be held in the Sumter County Administration Building conference room located at 141 N. Main Street, Room 209 in Sumter, SC 29150 on the date and time noted below.

County Building tours will be provided to any ESCO that provides advance notification to the RFQ Contact Person (listed below) prior to Monday, March 16, 2015. The tours will take place immediately after the Pre-Proposal Meeting on date and time noted below.

RFQ Type:	Energy Services Performance Contract
RFQ Number:	15-0506
Pre-Proposal Meeting:	Thursday, March 19, 2015 at 9 a.m.
RFQ Submittal Date/Time/Opening:	Monday, April 6, 2015 at 4 p.m. at Sumter County Courthouse – 141 N. Main Street 29150
Submit Qualifications to:	Sumter County South Carolina Government Robert E. Galloway, Jr., Purchasing Director 141 North Main Street Sumter, SC 29150 **May be hand delivered or mailed
RFQ Contact Person(s):	Robert E. Galloway, Jr., Purchasing Director purchasing@sumtercountysc.org Phone: (803) 436-2329 Fax: (803) 436-2335

OVERVIEW:

The County seeks to become more sustainable by maximizing energy, operational, maintenance and related cost savings in order to pay for facility modernization, upgrades and services. Services and capital improvements will be financed through an ESPC which:

- Achieves significant cost savings that are sustainable over the long-term.
- Achieves a guarantee for cost savings backed directly by the ESCO.
- Maintains or improves levels of occupant comfort, health and safety within municipal facilities.
- Captures additional benefits that may directly or indirectly result from energy-related services and capital improvements, such as environmental protection, discovery of hazardous materials (for the County's removal, disposal and remediation), improved occupant comfort, reduced maintenance needs, improved indoor air quality, additional building and operational improvements, etc.

ESCOs must provide all REQUESTED INFORMATION. A Selection Committee will evaluate the qualifications of Offerors, rank them, possibly interview the top ranked firms and choose to select an ESCO. Selection of a qualified ESCO is not guaranteed by the County.

The selected ESCO will be asked to perform a Detailed Energy Study (DES) on all buildings specified by the County. If the County elects to proceed with the ESPC, the cost of the DES is to be included in the final project costs and analysis. If the County elects not to proceed with the ESPC, the County shall provide compensation to the selected ESCO in return for the performance of a DES.

SUBMISSION OF STATEMENT OF QUALIFICATIONS (SOQ):

The Offeror is required to have printed on the sealed envelope the title and deadline of submission as follows:

Title: SOQ for Energy Services Performance Contract for
Sumter County South Carolina Government

RFQ #: 15-0506

Deadline: Monday, April 6, 2015 at 4 p.m.

Mail or Delivery Responses to:

Sumter County South Carolina Government
Robert E. Galloway, Jr., Purchasing Director
141 North Main Street
Sumter, SC 29150

INFORMATION/INSTRUCTIONS:

1. By submission of a Statement of Qualifications (SOQ) to this RFQ, the Offeror is applying for consideration to provide a proposal for the description of services described herein.
2. Offerors responding to the RFQ will be evaluated solely on the information provided. Offerors will be ranked from the most qualified to the least qualified on the basis of the information provided. A proposal for the description of services described herein will then be solicited from the Top Offeror. Offerors are to include all information requested in Part VI. All pages should be returned with the SOQ and in the format specified. The maximum number of pages for a SOQ is 50 pages, double-sided print, and content must be printed on recycled paper with a minimum post-consumer content of 30%. The SOQ shall contain a Table of Contents and all pages shall be numbered. Font size must be no smaller than 10 point.
3. Offerors' SOQ shall follow a format of REQUESTED INFORMATION in Part VI. Offerors must supply the information listed and explain their responses with enough detail to allow a thorough evaluation.
4. Any question(s) must be transmitted in writing via fax or email to the number or email address listed below prior to 1:00 p.m. on Friday, March 27, 2015. If questions are answered, they will be answered in writing and all Offerors shall be provided copies of questions and answers. The only point of contact for this RFQ is Robert Galloway, Jr. Failure to comply may result in disqualification.

Sumter County South Carolina Government
Robert E. Galloway, Jr., Purchasing Director
purchasing@sumtercountysc.org
Phone: (803) 436-2329
Fax: (803) 436-2335

5. One original and two (2) copies of the SOQ are required to be submitted.

PART II- DEFINITIONS

1. Energy Services Company (ESCO) - A private company able and willing to provide a contractual relationship for supplying energy management equipment and services including feasibility studies, design, installation, maintenance and financing options.
2. Selection Committee – The County will evaluate and score the SOQs received based on the evaluation criteria.
3. Energy Conservation Measure (ECM) – The installation of new equipment, modification of existing equipment or revisions of operations and maintenance procedures to reduce energy costs by improving efficiency of use.

PART III- DESCRIPTION OF SERVICES TO BE SOLICITED

INTRODUCTION

The County is seeking qualification statements from interested ESCOs that are capable of providing comprehensive energy and operational related capital improvement services. The County plans to select the

most qualified ESCO to enter into an ESPC. The guaranteed energy savings shall not exceed 15 years in duration.

PROJECT SCOPE OF WORK/TECHNICAL SPECIFICATIONS

The purpose of this project is to provide the County with the means to realize maximum utility savings, operational savings and energy/operational improvements. The ESCO selected through the RFQ process shall provide the County with a comprehensive energy services program including but not limited to the following:

1. A comprehensive energy audit of selected County facilities. The audit shall include but is not limited to lighting and lighting controls, water conservation, HVAC equipment, window and roofing upgrades/replacement.
2. The design, acquisition and installation of energy efficient equipment and systems.
3. The process of monitoring energy/utility usage and costs will be determined during negotiations between the successful ESCO and County. Continuing annual energy audits to verify savings will be conducted using energy software acceptable to the County.
4. The County's payment obligations for equipment and services shall be structured in a Performance Contract, including sources and types of financing proposed by the ESCO in order to implement this project.
5. The ESCO's guarantee shall be a first party direct guarantee from the ESCO to the County. No third party guarantee, such as from a non-contractor insurance company, shall be accepted.
6. The ESCO may provide maintenance, servicing and repair of the installed systems under a separate agreement.
7. The ESCO shall perform energy management training for County employees on any and all new and modified equipment installed.
8. The County shall own all equipment and improvements made as a result of this project once payment has been made.
9. Payment and Performance Bonds in the amount of 100% of the project cost shall be required.
10. Any construction work by the ESCO or any third party shall be performed pursuant to construction agreements, terms and conditions acceptable to County.

PART IV- RFQ PROCESS

This RFQ is part of a selection process leading to an ESPC for energy efficient equipment and services between the County and an ESCO. Steps in the process are described below:

1. County issues the RFQ to prospective ESCOs.
2. County receives a transmittal letter and the required number of copies of a SOQ from each Offeror. Copies will be distributed to the County Selection Committee for review and scoring.
3. Based on the scoring and ranking of the evaluation factors, the Selection Committee will select the ESCO to provide a proposal for the services described herein.

4. County reserves all rights under its procurement code, including the right to cancel the solicitation at any time. The issuance of this RFQ shall not commit the County to make any award.
5. This solicitation, any agreement formed hereunder and any dispute arising hereunder are subject to the provisions of the County Procurement Code. The County shall not be bound to any term inconsistent therewith in any form, proposal or other document submitted or used by any ESCO in responding to or performing any work pursuant to this solicitation.

PART V- EVALUATION/SCORING CRITERIA

Each criteria or section of the response will be considered a separate selection criteria and will be graded individually. All individual section scores will be summed to calculate the grand total score, with the maximum grand total score of 100 points.

1. Point Values

<i>CRITERIA</i>	<i>POINT VALUE</i>
Qualifications/Experience	40 Total Points
Organization - Firm	15
Project Team	15
References/Similar Projects	10
Technical Approach	30 Total Points
Audit Methodology/Process	10
Savings Projections	10
Project Management	10
Guarantee	20 Total Points
Cost	10
Monitoring/Measuring	5
Savings Record	5
Sample Documents/Other	10 Total Points
Sample Documents	5
Clarity/Organization	5

RFQ Total	100
------------------	------------

2. Percentage Grades

Grade	Description
0%	Criterion was not addressed or the material presented was totally without merit.
20%	Criterion was addressed minimally, indicated little capability, experience, or understanding of topic.
40%	Criterion was addressed minimally, but shows some capability, experience, or understanding of topic.
60%	Criterion was addressed adequately. Overall, a basic capability, experience, or understanding of topic.
80%	Criterion was addressed well. Indicates some superior features.
100%	Criterion was addressed in superior fashion, indicating excellent or outstanding capability.

PART VI- REQUESTED INFORMATION FOR RFQ

Offerors will be ranked and evaluated solely on the information submitted in their SOQ responsive to this RFQ. Any additional information provided by Offeror will NOT be considered. However, public information discovered independently about Offeror MAY be considered. Offerors must supply the required information listed and explain their responses with sufficient detail to allow a thorough evaluation.

The following items of requested information are ranked in relative importance from the most heavily weighted items to the least weighted. Responses shall be limited to 50 pages of text and graphics.

EVALUATION FACTORS:

1. ORGANIZATION, QUALIFICATIONS AND EXPERIENCE:

Organization:

- a. Provide Offeror's history, organization and structure (local, regional, national, etc.). Determine the number of the firm's employees that reside within Sumter County and the number of employees that live in the State of South Carolina.
- b. Describe the Offeror's capabilities in energy management and performance contracting.
- c. How many years had the Offeror (or firm) been involved in delivering energy efficiency equipment and services?
- d. Describe the range of energy management and performance contracting services offered by the Offeror (firm).
- e. Describe the financial condition of the Offeror (firm). Please include a summary of the most recent audited annual report and financial statements in the Appendix. Discuss the firm's financial soundness and stability. Discuss the demonstrated ability to provide or arrange project financing. If financing is arranged through a 3rd party, explain to whom payments will be made.
- f. Provide copies of Offeror's South Carolina General Contractor, Mechanical Contractor and Electrical Contractor Licenses.
- g. Provide certification of Offeror's National Association of Energy Service Companies (NAESCO) accreditation as an accredited Energy Service Company (ESCO).
- h. Describe the relationship that the Offeror has to an HVAC equipment and controls original equipment manufacturer (OEM). Please acknowledge that the Offeror has service parts inventory, training and dispatched truck-based service personnel located in or within a 30-mile radius of the County.
- i. Describe the relationship that the Offeror has as an OEM provider of Intelligent Building Performance systems that may be integrated to provide building performance features, alarm notification, active monitoring, remote notification and control.

Qualifications and Experience:

- j. When responding to this request, consider the project as having three phases: I. Development, II. Installation and III. Monitoring and Oversight of Operations. Identify individuals who will have a direct, hands-on role in each phase. Include in this section a list of projects where members of the Offeror's team assigned to this project have worked together and their respective roles.
- k. Provide an organization chart that shows the project organization of each phase with evidence of technical support and supervision. Include and identify outside consultants, contractors and vendors

on this chart. Provide evidence of a South Carolina business license issued by the Labor, Licensing and Regulation Board.

- l. Furnish at least four (4) references on a Reference Form for Guaranteed Energy Services Performance Contracting the Offeror has provided to either local, state or federal government facilities. Include the name, address, contact person, telephone number and email address of the organization for which the service was/is being performed.
- m. Provide a brief description of at least two (2) similar projects that the firm has implemented within the past four years, at least one of which must have been a Guaranteed Energy Services Performance Contract that has been operating for at least one year. Include in this description the number and square footage of the area of the buildings involved, equipment installed, services provided, annual energy savings from the project in terms of total dollars and percent reduction in cost and energy and sources and levels of operational savings. Compare savings guaranteed versus actual savings achieved. Include contact information.

2. TECHNICAL APPROACH

- a. Describe in detail the methodology for conducting an energy audit. What involvement would Sumter County Government personnel have in the audit?
- b. Describe how the initial baseline energy consumption of a facility and the baseline prior to startup is calculated and how the firm will monitor the baseline over the life of the contract. Explain how adjustments for changes in square footage, operating hours or installed equipment will be accounted for. What information must Sumter County Government provide? How are the calculations affected if certain information is not available? How is the baseline adjusted for year-to-year weather variations?
- c. What are the standards of service and comfort (temperature, air flow, light levels, etc) the firm typically uses for system design along with the documentation that will be used to record these same standards?
- d. How does the firm monitor, verify and report performance and savings accomplished?
- e. Describe the Project Management approach. Are separate teams used for the audit phase, design phase, construction phase and ongoing administration phase? How are quality control, communications and consistency assured when there are handoffs from one team to another? Identify if any of this will be subcontracted.
- f. Describe specific procedures the firm uses to ensure safety during construction.

3. GUARANTEE

- a. Describe in detail the means for guaranteeing that cost savings generated by the modifications to a facility will equal or exceed the cost of performing these modifications. What security (e.g. bond, escrow account, etc.) backs up this guarantee?
- b. Describe the firm's approach for monitoring, measuring and verifying energy and operational savings. Describe in detail the various methods the firm has used in measuring savings. Describe how annual energy and operational savings are determined and reconciled. What is the policy relative to projects that do not perform as specified?
- c. What is the firm's verifiable record of savings on all guaranteed jobs for the past two years compared with actual performance? Provide a list.
- d. Has the firm had performance contracting projects that did not meet guaranteed savings (shortfalls) within the last ten (10) years? If yes, explain how the firm helped the client(s) recover from this and provide all references with current contact information for each project where savings were less than what was guaranteed. What payments have been made by the firm due to guaranteed savings shortfalls?

4. SAMPLE DOCUMENTS

Provide one (1) copy of the following documents, clearly labeled:

- Sample Investment Grade Energy Audit-must include energy savings data*
- Sample Measurement & Verification Plan*
- Sample Customer Savings Report*

5. OTHER

Clarity, organization and level of detail in written submission

Quality of Project History and Client Ref



AGENDA ITEM – REQUEST SHEET – COUNTY COUNCIL

ALL REQUESTS should be submitted by 1:00 P.M. on the Wednesday prior to the Tuesday meeting of Council. All other requests not submitted by the deadline will be retained and scheduled for the next meeting of Council.

Agenda Item #: _____ (County Clerk will insert this)

DEPARTMENT / AGENCY: Laurens County Airport Date of Request: 12/13/16

COUNCIL ACTION REQUESTED: Vote to accept Airport Capital Improvement Plan for fiscal years 2018-2022

Short Description of Item for Consideration: FAA required annual Airport Capital Improvement Plan is due to FAA by January 1st. Need council approval before submittal.

More Detailed Description (if needed): _____

Annual Capital Improvement Plan proposes using Federal funds from 2017 and 2018 for a project to be constructed in fall of 2017. The project includes resurfacing of the airport parking lot as well as reconstruction of the drive area from the parking lot to the taxiway. Total cost of the project to be approximately \$264,500 with a cost to the county of \$13,225. To follow the plan as described, the county would need to front an estimated \$88,050 in the fall of 2017 to be repaid with federal funds in June 2018. If the county chooses to approve the plan, the FAA would also need to approve the plan in February 2017 for the project to move forward. Federal Funds would come from the normal yearly entitlement given to the airport.

FINANCIAL AMOUNT REQUESTED \$13,225

SOURCE OF FUNDING: Airport - Grant Expenditures line item for FY2018 (typically \$25,000)

(PLEASE – attach subject matter document pages as necessary)

AIRPORT CAPITAL IMPROVEMENT PLAN

FY 2018 - 2022 (including FY 2016 & FY 2017 for reference)

Last Updated: 12/05/2016

LAURENS COUNTY AIRPORT (LUX)

Fiscal Year	Description	Project Total Cost	Carryover	Entitlements	Discretionary and/or State Apportionment	Total	Eligible State Share	Sponsor Share
	CARRYOVER NPE FUNDS INTO FY 2016		\$150,000					
2016	AVAILABLE FEDERAL FUNDS FOR FY 2016 Airfield Pymt Rehab - Ph 2: Re-Package, Bid, Construct	\$1,020,060	\$150,000	\$150,000	\$618,054	\$300,000	\$51,003	\$51,003
	ANNUAL TOTAL:	\$1,020,060	\$150,000	\$150,000	\$618,054	\$918,054	\$51,003	\$51,003
	CARRYOVER NPE FUNDS INTO FY 2017		\$0					
2017	AVAILABLE FEDERAL FUNDS FOR FY 2017 Terminal Area Pymts Rehab (Landside)-Phase 1 (Re-pkg, Bid, Construct)	\$264,500	\$0	\$150,000	\$0	\$150,000	\$13,225	\$101,275
	ANNUAL TOTAL:	\$264,500	\$0	\$150,000	\$0	\$150,000	\$13,225	\$101,275
	CARRYOVER NPE FUNDS INTO FY 2018		\$0					
2018	AVAILABLE FEDERAL FUNDS FOR FY 2018 Terminal Area Pymts Rehab (Landside)-Phase 2 (Reimbursement)	\$0	\$0	\$150,000	\$0	\$150,000	\$0	-\$88,050
	ANNUAL TOTAL:	\$0	\$0	\$88,050	\$0	\$88,050	\$0	-\$88,050
	CARRYOVER NPE FUNDS INTO FY 2019		\$61,950					
2019	AVAILABLE FEDERAL FUNDS FOR FY 2019 Airfield Lighting Rehabilitation - Design, Bid	\$129,000	\$61,950	\$150,000	\$0	\$211,950	\$6,450	\$6,450
	ANNUAL TOTAL:	\$129,000	\$61,950	\$54,150	\$0	\$116,100	\$6,450	\$6,450
	CARRYOVER NPE FUNDS INTO FY 2020		\$95,850					
2020	AVAILABLE FEDERAL FUNDS FOR FY 2020 Airfield Lighting Rehabilitation - Bidding & Construction	\$916,000	\$95,850	\$150,000	\$578,550	\$245,850	\$45,800	\$45,800
	ANNUAL TOTAL:	\$916,000	\$95,850	\$150,000	\$578,550	\$824,400	\$45,800	\$45,800
	CARRYOVER NPE FUNDS INTO FY 2021		\$0					
2021	AVAILABLE FEDERAL FUNDS FOR FY 2021 Jet-A Fuel Farm System (10,000 gallons) and Containment	\$120,000	\$0	\$150,000	\$0	\$150,000	\$6,000	\$6,000
	ANNUAL TOTAL:	\$120,000	\$0	\$108,000	\$0	\$108,000	\$6,000	\$6,000
	CARRYOVER NPE FUNDS INTO FY 2022		\$42,000					
2022	AVAILABLE FEDERAL FUNDS FOR FY 2022 Carryover funding due to revenue producing project in 2021	\$0	\$42,000	\$150,000	\$0	\$192,000	\$0	\$0
	ANNUAL TOTAL:	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	CARRYOVER NPE FUNDS INTO FY 2023		\$192,000					

12/5/2016

**LAURENS COUNTY AIRPORT
TERMINAL AREA PAVEMENTS REHAB**

Item #	Spec. No.	Description	Qty.	Unit	Unit Price	Amount
A1	01000B	Mobilization	1	L.S.	\$ 20,000.00	\$ 20,000.00
A2	S-140A	Remove Asphalt Pavement	1,360	S.Y.	\$ 5.00	\$ 6,800.00
A3	S-140B	Remove Concrete Pavement	10	S.Y.	\$ 100.00	\$ 1,000.00
A4	S-140F	Remove and Reuse Curb Stop	6	Each	\$ 50.00	\$ 300.00
A5	P-152A	Unclassified Excavation	35	C.Y.	\$ 100.00	\$ 3,500.00
A6	P-152B	Waste Excavation	370	C.Y.	\$ 100.00	\$ 37,000.00
A7	P-209	Crushed Aggregate Base Course	250.00	C.Y.	\$ 65.00	\$ 16,250.00
A8	SC-403	Hot Mix Asphalt Surface Course Type CM	400	Ton	\$ 125.00	\$ 50,000.00
A9	P-407	Single Surface Treatment	670	S.Y.	\$ 10.00	\$ 6,700.00
A10	P-608	Repair Medium Cracks	1,000	L.F.	\$ 10.00	\$ 10,000.00
A11	E-893	Temporary Silt Fence	230	L.F.	\$ 6.00	\$ 1,380.00

TOTAL EST CONSTRUCTION AMOUNT	\$ 152,930.00
Add 15% escalation	\$ 176,000.00

Line Item 1 - Administrative Expense

Legal Advertisement \$500

Line Item 4 - A/E Basic Fees

Re-package previous design \$15,000

Bidding \$10,000

Construction Administration \$20,000

Line Item 5 - Other A/E Fees

Grant Services \$12,000

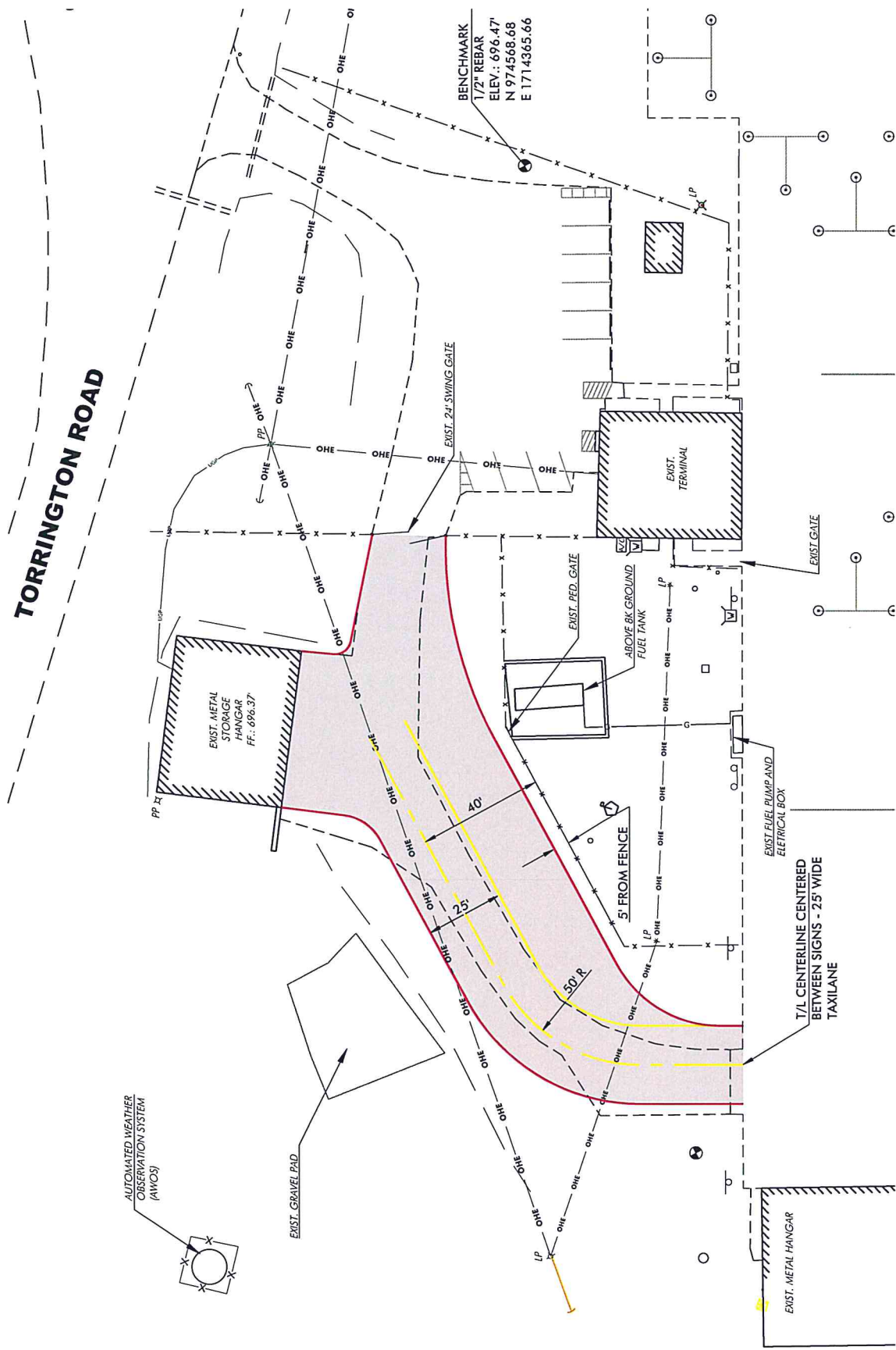
DBE Planning \$6,000

Line Item 6 - Project Inspection Fees

Project Inspection (1 month, part-time) \$20,000

Quality Assurance (1 month) \$5,000

Total Project \$ 264,500.00



**Funding Timeline for the
Terminal Area Pavements Rehabilitation Project
Laurens County Airport**

*Assumes full year entitlements are available.

		County FY	Federal FY
Begin Re-package Design	2/22/2017	2017	2017
Advertise for Bids	3/22/2017		
Open Bids	4/19/2017		
Submit FFY 17 FAA Grant Application	5/1/2017		
Assumed Availability of FFY 17 Entitlement Funding	5/1/2017		
Assumed FFY 17 Grant Offer from FAA	6/1/2017		
End County FY 17	6/30/2017	2018	2018
Assumed Construction Contract with Contractor	7/1/2017		
Assumed Construction NTP	8/1/2017		
Assumed Construction Contract Time Expires	8/31/2017		
Begin FFY 18	10/1/2017		
Assumed Construction Final Acceptance	10/30/2017		
Submit FFY 18 FAA Grant Application	5/1/2018		
Assumed Availability of FFY 18 Entitlement Funding	5/1/2018		
Assumed FFY 18 Grant Offer from FAA	6/1/2018	2018	2018
County able to draw from FFY 18 grant for reimbursement	6/15/2018		
End County FY 18	6/30/2018		

Greenville Health System
cordially invites you and a guest
to attend a retirement reception
in honor of

Rich D'Alberto

Thursday, December 15
5:30 p.m. to 7:30 p.m.

Presbyterian College
Harper Center for the Arts
503 South Broad Street • Clinton, South Carolina

Toasts and remarks will be made at 6:15 p.m.
Hors d'oeuvres will be served.

RSVP by Friday, December 9, to Sydney Simmons at
(864) 679-8595 or ssimmons5@ghs.org.

ANYONE INTERESTED IN ATTENDING?

**ACCOMMODATIONS NEED TO BE
MADE ASAP !!!!**

South Carolina Aviation Association 2017 Conference

Wednesday, February 8

10 am - 6:30 pm Registration
11 am - 5 pm Golf at Wild Dunes, Harbour Course
2:30 pm - 4:30 pm FAA One-on-one Appts
4:30 pm - 5:30 pm SC Aeronautics Commission Meeting
4:30 pm - 6:30 pm Reception with Exhibitors
6:15 pm - 10 pm Transportation to Hangar Party (*Shuttle will continuously loop*)
7 pm - 10 pm Hangar Party

Thursday, February 9

7:30 am - 8:30 am Breakfast with Exhibitors
7:15 am - 8:15 am Past President's Breakfast
8:30 am - 8:50 am Welcome and Announcements
8:50 am - 9:50 am SC Aeronautics Commission Update (SCAC)
9:50 am - 10:40 am FAA Update
11 am - 3 pm Spouse Program (registration required - meet at hotel lobby at 11 am)
10:40 am - 11 am Break with Exhibitors
11 am - 11:50 am SCAC Update on PCI Program
12:10 pm - 1 pm Lunch (Awards)
1:10 pm - 2:15 pm The Military Response to the 9/11 Attacks - Lt. General Tom Waskow
2:15 pm - 2:30 pm Visit with Exhibitors
2:30 pm - 3:30 pm Breakout Session: Engineering Contracts and Legal Issues - SCAC
(*for consultants and airport managers*)

Breakout Session: Boeing Team Exercise (*in Palmetto Hall*)
3:30 pm - 3:45 pm Visit with Exhibitors & Dessert Break
3:45 pm - 4:45 pm Breakout Session: FAA Grant/Funding Process
Breakout Session: General Maintenance Related - **Eric Barnhill**
Breakout Session: Boeing Team Exercise (*in Palmetto Hall*)
6:00 pm - 7:00 pm Reception
7:00 pm - 9 pm Hall of Fame Banquet
9 pm - 11:45 pm Hospitality Suite (*located in hotel lobby bar*)

Friday, February 10

7:15 am - 8:00 am Breakfast with Exhibitors
8:00 am - 8:45 am Charles Lindburg Drama
8:45 am - 9:30 am Closing Remarks
9:30 am - 12:30 pm FAA One-on-one Appts



LAURENS COUNTY BRANCH - SOUTHEAST REGION NAACP

NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE

P.O. BOX 196 • LAURENS, SC 29360

PHONE (864) 876-3213 or (864) 682-0306 • FAX (864) 876-3213

adolphus.brewster@hotmail.com

*Anyone to
wishing to
attend?*

November 11, 2016

Dear Friend,

The Laurens County Branch of the National Association for the Advancement of Colored People (NAACP) will hold its 40th Annual Freedom Fund Banquet celebrating the legacy of Dr. Martin Luther King, Jr., on Saturday, January 14, 2017, at 6:00 p.m., Mount Carmel A.M.E. Church, Gray Court, South Carolina 29645. This year's theme is "Education Equity: Opening the golden door of Freedom to all children."

The keynote speaker is Stephen G. Peters, Ed.D., Superintendent, Laurens County School District 55.

Your support is requested through the purchase of one or more of the following tables:

Blue Table(s)	includes 6 tickets	\$350.00
Gold Table(s)	includes 8 tickets	\$500.00
Platinum Table(s)	includes 16 tickets	\$800.00

This event brings the communities of Laurens County together to reflect on the "DREAMER" and pay "TRIBUTE" to the men, women and youth for their work for justice, equality, health care, economics and education.

Please return the enclosed form with your check by Wednesday, January 4, 2017, to:

Laurens County Branch NAACP
Post Office Box 196
Laurens, South Carolina 29360

Make all checks payable to **Laurens County Branch NAACP**

Yours truly,

James E. Mason

James E. Mason, Chairperson of the Freedom Fund Banquet Committee

Adolphus Brewster

Adolphus Brewster, President

Purchase of a table, ticket and/or a contribution is not tax deductible.