

APPROVAL OF AGENDA
DECEMBER 12, 2017



AGENDA
LAURENS COUNTY COUNCIL
DECEMBER 12, 2017 – 5:30 P.M.
HISTORIC COURTHOUSE – PUBLIC SQUARE

1. Call to Order
 2. Invocation – Vice Chairman Tollison
 3. Pledge of Allegiance
 4. Approval of Agenda
 5. Approval of Minutes - November 14, 2017 Regular Meeting
 6. Reports To Council - None
 7. Old Business:
 - a) Transparency Initiative - Posting of Procurement Card Transactions – Lisa Kirk
 - b) Transparency Initiative - Posting of Check Register Online – Lisa Kirk
 - c) Request – Employee Pay, Clerk of Court, Lynne Lancaster
 - d) Discussion - Hillcrest Roof Replacement Options and Schedule – Rob Russian
 - e) Second Reading, Ordinance #840, “Project Lime”
 8. New Business:
 - a) Review of recent state mandates versus present staffing – Leesa Inabinete, Magistrate
 - b) Nomination - Henry Laurens Award - Councilman Jones
 - c) Approval – County Airport Five (5) Year Capital Investment Plan
 - d) RFQ – County Professional Park Marketing – Jon Caime, Administrator
 - d.) First Reading, Ordinance #841, Noise Ordinance First Reading
 - e.) RFP/Q Courthouse Preservation – Rob Russian and Ernie Segars
 - f.) DHEC Flooring Contract – Rob Russian
 9. Public Comment- Fifteen (15) Minute Period *(Required to sign in prior to the meeting)*
 10. County Council Comments
 11. Executive Session - Employment Matter to correct an employee retirement issue
 12. Adjournment
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APPROVAL OF MINUTES
NOVEMBER 14, 2017



MINUTES
NOVEMBER 12, 2017 - 5:30 P.M.
LAURENS COUNTY COUNCIL
HISTORIC COURTHOUSE – PUBLIC SQUARE
COUNTY COUNCIL CHAMBERS

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

COUNCIL MEMBERS ABSENT – Vice Chairman Keith Tollison

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

DEPARTMENT HEADS PRESENT: Laurens County Public Works Director Rob Russian; Laurens County Vehicle Maintenance / Procurement Director, Billy Wilson; Laurens County E911 / Communications Director, Joey Avery; Laurens County Emergency Medical Services, Director, Matt Pennington; Laurens County Fire Service Direction, Greg Lindley; Laurens County Codes Official, Chuck Bobo; Laurens County Parks, Recreation and Tourism Director, Andy Howard; Laurens County Coroner, Nick Nickels, Laurens County Magistrate Judge, Leesa Inabinette and Laurens County Human Resources Manager, Debi Parker.

PRESS: Ida Cadmus, WLBG Radio; Vic McDanald, *Clinton Chronicle* and Billy Dunlap, GoLaurens.com.

SCHEDULED MEETING AMENDED AGENDA ITEMS – 1.) Call to Order – Chairman Wood; 2.) Invocation – Vice Chairman Tollison; 3.) Pledge of Allegiance; 4.) Approval of Amended Agenda – November 14, 2017; 5.) Approval of Minutes October 24, 2017 Regular Meeting; 6.) Reports To Council: a.) Report - University of South Carolina at Laurens - Dean Mathews; b.) Report – Financials Fiscal Year 2017/2018 – Month 3 - Lisa Kirk, Finance Director; c.) Report – Quarterly Report – Permit Activity - Chuck Bobo, Codes Officer; d.) Update - Phone Audit - Billy Wilson, Purchasing Director & Joey Avery, E-911 Director; 7.) Old Business: a.) Building Codes Administrator Position Discussion - Chuck Bobo, Codes Officer; b.) Resolution #2017-22 - Temporary Suspension of Blue Laws; 8.) New Business: a.) Resolution #2017-24 – “Project Lime”; b.) Ordinance #840 – “Project Lime”; c.) Resolution #2017-20- Transfer Rabon Mini Farms Funds; d.) Resolution #2017–21 - Transfer Lakeview Acres Funds; e.) Resolution #2017–23 - Park Agreement - Sandy Cruickshanks, County Attorney; f.) Request to transfer Full Time pay to Part Time Labor - Andy Howard, Director, PRT; g.) Firefighter/EMT Proposal for Thompson Road Fire Station - Greg Lindley, Fire Service Director; h.) Request - Fire Reserve Fund - Ekom Fire Department Greg Lindley, Fire Service Director; 8.) Public Comment; 9.) County Council Comments; 10.) Executive Session: a.) Legal Matter – Discussion of a potential resolution of a legal claim regarding an abandoned building on I-385; b.) Employment Matter – Magistrates Office; 11.) 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.

The initial agenda that was distributed was amended and was recirculated within the twenty-four (24) hour notification requirements.

CALL TO ORDER – Chairman Wood called the meeting to order and invited all to stand for the invocation and the Pledge of Allegiance. Council Chairman Wood provided the invocation due to the absence of Vice Chairman Tollison.

Chairman Wood asked for Mrs. Walsh to step to the front along with Councilman Nash, who presented the Henry Laurens Award to Mrs. Walsh.

PUBLIC COMMENT SIGN-UPS – None.

APPROVAL OF AGENDA – Chairman Wood called for approval of the amended agenda with the noted changes and any additions or deletions.

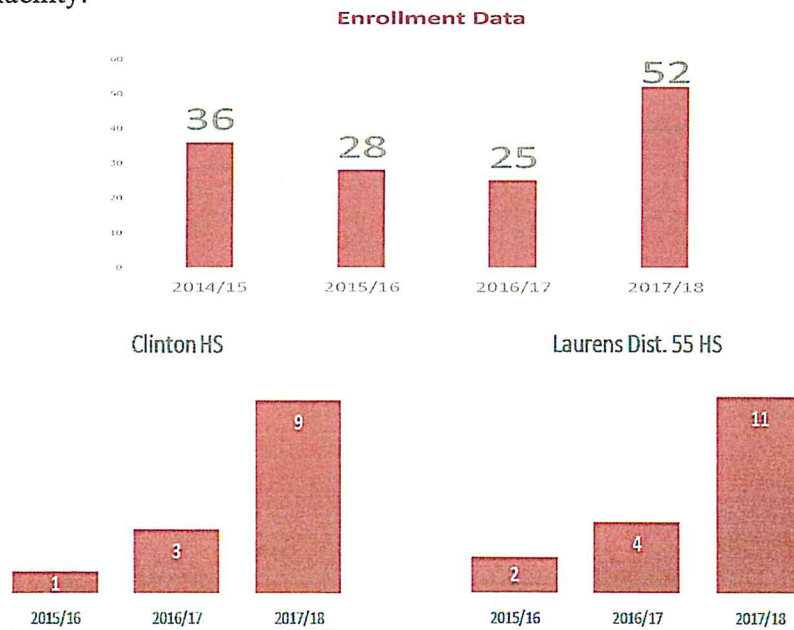
Chairman Wood noted that the Executive Session item concerning the Magistrates Office would be deleted from the agenda and will be rescheduled.

COUNCILMAN NASH made the MOTION to approve the agenda as presented with any additions and / or deletions; COUNCILWOMAN ANDERSON SECONDING; VOTE 6-0.

APPROVAL OF MINUTES - COUNCILMAN JONES made the MOTION to approve the October 24, 2017 regular meeting; COUNCILMAN MCDANIEL SECONDING; VOTE 6-0.

REPORTS TO COUNCIL:

- A.) **REPORT - UNIVERSITY OF SOUTH CAROLINA AT LAURENS** - Dean Mathews and Dr. Christine Sixta Reinheart approached Council providing information on the current status of the the Laurens facility.



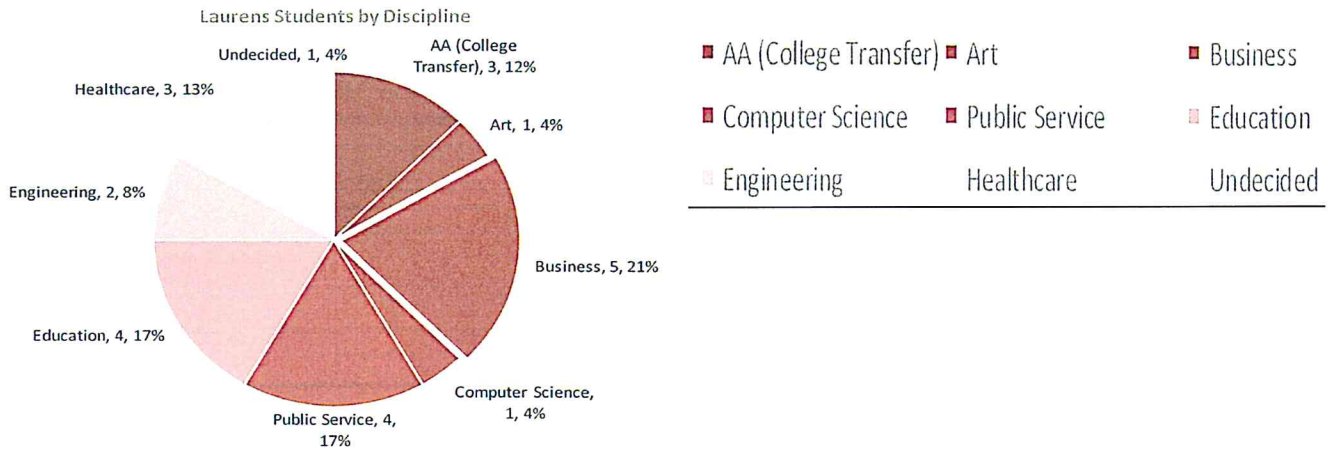
LOCATIONS OF USC IN SOUTH CAROLINA

- USC Upstate
- USC Union
- USC Lancaster
- USC Columbia
- USC Sumter
- USC Union at Laurens Campus
- USC Aiken
- USC Salkehatchie Allendale Campus
- USC Salkehatchie Walterboro Campus

EDUCATION OPPORTUNITIES USC OFFERS

Associate of Science Associate of Arts
 Business Administration Management Business Administration Accounting
 Criminal justice Elementary Education Health Informatics
 Health Promotion Hospitality Management Human Services
 Information Management and Systems
 Information Science Liberal Studies Nursing
 Organizational Leadership Special Education
 Nursing (Union and Laurens)

Fall 2017



OTHER ACTIVITIES WITHIN USC

- Men’s and Women’s Soccer
- Men’s Baseball
- Women’s Softball
- Bass Fishing Team (Spring 2018)
- Student Government and Programs
- Academic Student Success Center
- Student Housing (Union only Spring 18)
- Financial Aid and Scholarships
- USCULL Expansion and Courtyard
- Class Sizes-less than 10 students

USCULL in the Community!

- 5th District Debate (Opera House-Newberry)
- Speaking with the Deaf (Til Culbertson)
- Colonial Times and the History of the Upcountry in South Carolina (with Laurens Co Museum)
- Fall Kickoff
- Bantam Bash
- Painting with Sweet Tea (Jen Emswiler)
- Finals Fest (December 7th 12-5)
- Personal Protection for Women (December 6th 5-6:30)
- How to Buy a House (January 24th 5:30-6:30)

Chairman Wood thanked the representatives from the University of South Carolina for providing an update on their program.

REPORT – FINANCIALS FISCAL YEAR 2017/2018 – MONTH #3 – With the absence of Mrs. Lisa Kirk, Finance Director, Administrator Caime stated that he had asked Mrs. Kirk to post no later than the second meeting of Council, the financial reports. With that, financial statements will not be provided as a hard copy to Council but, will be posted on the web site.

REPORT – QUARTELY REPORT – PERMIT ACTIVITY - Chuck Bobo, Codes Officer provided the following information to Council:

Single Family Dwelling	26	\$4,172,062.65	\$20,796.17
New Commercial	6	\$2,738,658.00	\$15,016.34
Code Enforcement			
New Cases 3 Q	27		
New cases 2nd Q	31		
New cases 1st Q	53		
2017 Active cases	108		
2016 Active cases	106		
2015 Active cases	111		
2014 (Aug - Dec) Active Cases	15		
Inspection Results			
Passed	766		
Failed	422		
Total	1188		

UPDATE - PHONE AUDIT – Mr. Billy Wilson, Purchasing Director and Mr. Joey Avery, E-911 Director approached Council with a report. Mr. Wilson stated the following - “This process has revealed the discontinuing thirty two (32) lines, one (1) circuit and adjusting thirteen (13) plans. These adjustments cost sixty two thousand four hundred twenty three dollars and sixteen cents (\$62,423.16) and will be paid to SpyGlass. Going forward that will be a cost savings to the County. On the wireless phones, Mr. Lindley and Mr. Matt Pennington and I were already looking for ways to save money and we continue to work through this with adjustments. These adjustments will save the County ten thousand six hundred fifty six dollars (\$10,656)”.

Councilman Jones asked to see a copy of the SpyGlass Audit.

Chairman Wood noted that another item included was that the AT&T carrier had been notified in 2005 to disconnect a certain circuit and did not follow through with the request. Negotiations are still in process.

OLD BUSINESS:

BUILDING CODES ADMINISTRATOR POSITION DISCUSSION - CHUCK BOBO, CODES OFFICER – Mr. Bobo began by saying that this position is one that is hard to fill due to the required certifications and pay.

Councilman Pitts said that he sympathized with Mr. Bobo but felt that the County should hire just a Building Codes Inspector and to start out at the entry level salary. I do not believe we should hire as to what it was advertised for – Codes Administrator / Inspector.

Mr. Bobo said, “The actual position was Codes Enforcement Officer. I see this as a Senior position within the Department as Administrator / Codes Inspector. This would be one with the certifications required up front and could lead the others within the Department”.

Councilwoman Anderson asked if he had solicited applicants from the local Technical Colleges. Mr. Bobo replied that the experience was just not there with these applicants. A Building Official is far different from a Building Inspector.

Councilman Pitts referred to a requirement that was a five (5) year law enforcement experience. Mr. Bobo stated that that requirement has now been removed.

Councilman Pitts went on to say, “I am not questioning the position. Only the way it was advertised as an Administrator versus an entry level position. I can’t support the entry salary of forty six thousand dollars (\$46,000) that you are stating for this position”.

Chairman Wood stated that he felt like Council should allow Mr. Bobo to continue with recruiting someone to fill this vacant position. And if one is found and has all of the qualifications, then Council can allocate a little more to accommodate the applicant”.

Administrator Caime stated as a point of clarification that the current position was an administrative position approved by County Council and was in the budget. If Council wishes to change it, a motion of Council would be required.

Councilman McDaniel asked what this position was comparable to. Mr. Bobo replied that this was an Administrative position, being someone that could continue to conduct business in my absence.

Councilman Jones asked when this position was first advertised. Mr. Bobo replied that the position was first advertised in July of 2016. It was closed in mid September. We ran it with a variety of areas.

Councilman Pitts asked Mr. Bobo to clarify something he just said relating to changing the job description of this position in 2016 to recruit the individual that we had. Mr. Bobo replied that it was changed due to it being a regular enforcement position.

Councilman Jones stated that he would like to see more information on this before he could vote.

COUNCILMAN PITTS made the MOTION to change the job description from Building Codes Administrator to an entry level of not exceeding thirty five thousand dollars (\$35,000). COUNCILMAN JONES SECONDIING; VOTE 3-3 (Council Members in opposition McDaniel, Anderson and Wood).

Chairman Wood asked Mr. Bobo to continue with his intent to hire and to come back to the full Council of his findings.

RESOLUTION #2017-22 - TEMPORARY SUSPENSION OF BLUE LAWS – County Attorney Sandy Cruickshanks informed Council that this is a temporary suspension, by Resolution, of the State Blue Laws within the unincorporated areas of Laurens County.

COUNCILWOMAN ANDERSON made the MOTION to approve the proposed Resolution with COUNCILMAN JONES SECONDIING; VOTE 6-0.

NEW BUSINESS:

RESOLUTION #2017-24 – “PROJECT LIME” – County Attorney Sandy Cruickshanks informed Council that this was a small scaled solar farm located in Western Laurens County, in the Princeton area. This Resolution is solely for identifying the project.

COUNCILMAN JONES made the MOTION to approve the Resolution with COUNCILMAN MCDANIEL SECONDIING; VOTE 6-0.

ORDINANCE #840 – “PROJECT LIME” - County Attorney Sandy Cruickshanks informed Council that this too, was part of the “Project Lime” solar farm and is first reading by title only.

COUNCILWOMAN ANDERSON made the MOTION to approve Ordinance #840 as presented with COUNCILMAN MCDANIEL SECONDING; VOTE 6-0.

RESOLUTION #2017-20- TRANSFER RABON MINI FARMS FUNDS – Administrator Caime explained that this is a special tax district that needs to be cleaned up as to the monies. Mr. Rob Russian, Director of Public Works, stated that this was completed in 1993 and was paid off in 2012.

COUNCILWOMAN ANDERSON made the MOTION to approve with COUNCILMAN MCDANIEL SECONDING; VOTE 6-0.

RESOLUTION #2017-21 - TRANSFER LAKEVIEW ACRES FUNDS – Administrator Caime explained that this is another that is needing to be cleaned up. This was actually has been paid off.

COUNCILMAN PITTS made the MOTION to approve with COUNCILMAN MCDANIEL SECONDING; VOTE 6-0.

RESOLUTION #2017-23 - PARK AGREEMENT - Sandy Cruickshanks, County Attorney said that several other projects had been moved to other park agreement. With all the changes made, I felt it better to recap which industries are in which park.

COUNCILMAN JONES made the MOTION to approve with COUNCILMAN MCDANIEL SECONDING; VOTE 6-0.

LAURENS COUNTY PARKS, RECREATION AND TOURISM - REQUEST TO TRANSFER FULL TIME PAY TO PART TIME LABOR – Mr. Andy Howard, Director, approached Council informing them of the recent resignation of a Maintenance Supervisor and in turn requested Council to allow him to hire three (3) part time employees, making the same pay as the former employee. These three (3) part time positions would work approximately twenty (20) hours per week and would eliminate any comp time or overtime hours and no benefits.

COUNCILWOMAN ANDERSON made the MOTION to approve the request with COUNCILMAN MCDANIEL SECONDING: VOTE 6-0

FIREFIGHTER/EMT PROPOSAL FOR THOMPSON ROAD FIRE STATION - Greg Lindley, Fire Service Director approached Council saying, “We are currently thirty (30) days out with the completion of Thompson Road. The fire contract with Fountain Inn does not run out until December of 2018. We have all talked about Thompson Road being a pilot program with Firefighters/EMT’s. At the end of 2016, 4,681 calls were made in that area with 2,830 being medical, 443 Fire, 1,099 MBA and 9 rescues”.

Continuing Mr. Lindley said, “When a call comes in to the 911 Center for medical attention and if not on the scene within nine minutes. The patient has a one of fifteen chance of survival of cardiac arrest. If responded with EMT’s that one in fifteen chance changes to one in three”.

Mr. Lindley reviewed the proposed job descriptions for a Firefighter / EMT and asked Council to approve six (6) of these positions.

COUNCILWOMAN ANDERSON made the MOTION to approve the request with COUNCILMAN JONES SECONDING: VOTE 6-0.

REQUEST - FIRE RESERVE FUND - EKOM FIRE DEPARTMENT – Mr. Greg Lindley, Fire Service Director, approached Council requesting sixty thousand dollars (\$60,000) from the Fire Reserve Fund to purchase a pre-owned used fire engine for the Ekom Volunteer Fire Department. This is due to the present 1987 engine models engine motor locking up. Mr. Lindley went on to say that this 1987 engine was not

worth the needed motor replacement of thirty six thousand dollars (\$36,000) versus purchasing a much newer engine.

COUNCILMAN PITTS made the MOTION to allow up to seventy thousand dollars (\$70,000) from the Fire Reserve Fund for the purchase of a newer used fire engine. COUNCILWOMAN ANDERSON SECONDDING; VOTE 6-0.

PUBLIC COMMENT – Chairman Wood noted that no one had signed up to speak to Council.

COUNTY COUNCIL COMMENTS:

- 1.) Councilman Pitts said, “I would like to publicly draw attention to Clinton Police Chief Robin Morse. While on a first responders tour at one of our schools, someone went into cardiac arrest. Thankfully Paramedic Lauren Bryant who quickly responded to the medical needs, reviving the patient. The quick thinking of the bystanders and the onsite Paramedic saved his life”.
- 2.) Chairman Wood reminded all that there would not be a second meeting held in November due to the holiday. And, noted that the District #55’s band was always a forgotten part and is not ever recognized for what they do. Its always been sports related. I would like to honor the District #55 Band, by Resolution.

EXECUTIVE SESSION – COUNCILMAN MCDANIEL made the MOTION for Council to move into Executive Session at 7:10 P.M. for a Legal Matter, involving a potential resolution of a legal claim regarding an abandoned building on I-385. COUNCILMAN JONES SECONDDING; VOTE 6-0.

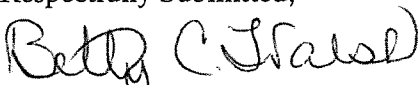
As a matter of clarification, The Employment Matter – Magistrates Office, scheduled for Executive Session was moved to open session with the circulated amended agenda. Also, prior to the meeting, Chairman Wood noted that this subject matter would be removed and would be moved to a future meeting.

There was a COUNCIL CONSENSUS to reconvene in open session at 7:22 P.M.

Council reconvened in open session with Chairman Wood declaring that no action was taken.

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

OLD BUSINESS:

- A) TRANSPARENCY INITIATIVE:
POSTING OF PROCUREMENT
CARD TRANSACTIONS ONLINE

- B) TRANSPARENCY INITIATIVE:
POSTING OF CHECK REGISTER
ONLINE



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 #: _____

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

COUNCIL ACTION REQUESTED: ___ Approve allowing finance to post check registers online and pcard transactions online.

Short Description of Item for Consideration: Transparency of government finances instills a trust in the management of the taxpayer's money. The Finance Department is requesting we be allowed to post our check register online as well as our monthly Pcard transactions. School District 55 and 56 in Laurens County publish this data on a regular basis. Enclosed are the guidelines they use for this effort. Anderson County Government also publishes this data.

More Detailed Description (if needed):_

FINANCIAL AMOUNT REQUESTED _____

SOURCE OF FUNDING: _____

(PLEASE – attach subject matter document pages as necessary)

Section 1.43 of Part I.B of the Appropriations Act of 2009 (Act No. 23 of 2009)

http://www.scstatehouse.gov/sess118_2009-2010/appropriations2009/tap1b.htm

School districts must maintain a transaction register that includes a complete record of all funds expended over one hundred dollars, from whatever source, for whatever purpose. The register must be prominently posted on the district's internet website and made available for public viewing and downloading. The register must include for each expenditure:

- (i) the transaction amount;
- (ii) the name of the payee; and
- (iii) a statement providing a detailed description of the expenditure.

The register must not include an entry for salary, wages, or other compensation paid to individual employees. The register must not include any information that can be used to identify an individual employee. The register must be accompanied by a complete explanation of any codes or acronyms used to identify a payee or an expenditure. The register must be searchable and updated at least once a month.

Each school district must also maintain on its internet website a copy of each monthly statement for all of the credit cards maintained by the entity, including credit cards issued to its officers or employees for official use. The credit card number on each statement must be redacted prior to posting on the internet website. Each credit card statement must be posted not later than the thirtieth day after the first date that any portion of the balance due as shown on the statement is paid.

The Comptroller General must establish and maintain a website to contain the information required by this section from a school district that does not maintain its own internet website. The internet website must be organized so that the public can differentiate between the school districts and search for the information they are seeking.

School districts that do not maintain an internet website must transmit all information required by this provision to the Comptroller General in a manner and at a time determined by the Comptroller General to be included on the internet website.

The Comptroller General shall distribute to the districts a methodology and resources for compliance. If a district complies with the methodology, it shall be reimbursed for any documented expenses incurred as a result of compliance. Reimbursement must be from the budget of the Comptroller General.

The provisions contained herein do not amend, suspend, supersede, replace, revoke, restrict, or otherwise affect Chapter 4, Title 30, the South Carolina Freedom of Information Act.

Office of Comptroller General
School District Expenditure Transparency Methodology

Objective

The objective of this document is to provide the methodology for school districts to comply with the financial transparency requirements of Section 1.43 of Part I.B of the Appropriations Act of 2009 (Act No. 23 of 2009). This legislation directs school districts to post monthly to their websites searchable expenditure data for public viewing and downloading. It also directs the Office of the Comptroller General to distribute to the districts a methodology for compliance. Due to the severe fiscal constraints on districts and state agencies, implementation of this transparency methodology must be effected in a manner that uses existing resources and does not incur additional expenses. This methodology was developed by this office in consultation with the Department of Education and is based on the experiences of school districts and other local government units with which this office has worked in posting expenditure data on their websites.

Process

Each school district should develop a process to extract all expenditures from its general ledger accounting system in excess of \$100 (excluding compensation paid to individual employees or information that can be used to identify individual employees) and create a detailed “check register” report consisting of at least the following data elements for each expenditure:

- Date of Expenditure
- Name of Payee/Vendor
- General Description of the Expenditure (Possibly an account description from the chart of accounts. If codes or acronyms are used, an explanation of each must be provided.)
- Expenditure Amount.

It may also include data elements such as:

- Check Number
- General Ledger Account Number
- Invoice Number
- Vendor Number.

The data could be exported (extracted) from the school district accounting system using existing software so that an Adobe Acrobat “PDF” file can be created for the report. It is possible that the data could be exported into a text file, Excel file, Word

Office of Comptroller General
School District Expenditure Transparency Methodology

document, or directly into a "PDF" file. If it is exported into a text file, Excel file, or Word document, then it could in turn be used to build the Adobe "PDF" file to be posted monthly on the district website.

With respect to credit card transactions, Act No. 23 requires districts to scan and post each monthly statement on all credit cards maintained by the district, including those issued to employees and officers, with the account numbers redacted.

Posting Periods

The school districts should post this expenditure information (including credit card transactions) on a monthly basis. The month-end report should be posted to the website as soon as possible after each monthly closing.

Website

Once the monthly report is prepared, each school district should post the Adobe Acrobat "PDF" file on the school district website to make it available for public viewing and downloading. Each month a new file should be made available and the previous files retained as separate files so that a minimum of three years of files will be accumulated on the website. The timeframe for your initially posting this information to the district's website is between April 1 and April 30, 2010. Please notify R. J. Shealy of this office, whose contact information is listed below, when your website goes live so that we can list your district as in compliance with the legislation and provide a link from our Comptroller General's website to your district's website.

Assistance

If you need additional information or have questions on this methodology, please contact R. J. Shealy at this office. His phone number is 803-734-2538, and his e-mail is RJShealy@cg.sc.gov.

Office of Comptroller General
School District Expenditure Transparency Methodology

Examples

The following websites can be used as examples of acceptable expenditure reports.

For Check Register:

<http://acpass.andersoncountysc.org/reports/1100127.PDF>

For Credit Card Report:

<http://www.andersoncountysc.org/BUDGETREPORTS/CreditCards/1109/1109.pdf>

C) REQUEST – EMPLOYEE PAY,
CLERK OF COURT
LYNN LANCASTER



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 #: _____

DEPARTMENT / AGENCY: Lynn Lancaster COC _____ Date of Request: _____

COUNCIL ACTION REQUESTED: Several Actions are needed (can be combined into one or more motion):

1. Approve the classification of all clerk 1 positions to official title of clerk 1. (removing all existing specialized titles).
2. Approve clerk 1 positions to be grade 10 positions.
3. Approve grade 10 starting salary at \$11.25 per hour
4. Approve increasing any existing employee with a clerk 1 title to the equivalent starting salary to include up to any 3.5%, 5 year longevity, achieved by that employee based on their official date of hire.
5. Approve the re-classification of one clerk 1 position to deputy clerk.
6. Approve deputy clerk positions to be grade 13 positions.
7. Approve grade 13 starting salary at \$13.90 per hour
8. Approve increasing any existing employee with a deputy clerk title to the equivalent starting salary to include up to any 3.5%, 5 year longevity, achieved by that employee based on their official date of hire.
9. Approve increasing the Chief Deputy Clerk position to an equivalent starting pay of \$17.10 per hour increasing the existing employees pay by any 3.5%, 5 year longevity achieved by the existing employee.

Short Description of Item for Consideration: An evaluation of our compensation program has been completed by the County Administrator. This is the first potential application of improvements to our current system.

PLEASE SEE ATTACHED

FINANCIAL AMOUNT REQUESTED About \$18,000 _____

SOURCE OF FUNDING: Elimination of existing vacant position (will be net savings) _____

(PLEASE – attach subject matter document pages as necessary)



MEMORANDUM

Jon Caime,
County Administrator
December 6, 2017

RE: COC Dept 518 Pay

The Clerk of Court requested pay increases for her personnel during the FY18 budget but Council held off any pay increases for personnel (other than COLA) until a compensation analysis was completed by me. That compensation report (version 1.0) is now complete. Based on the information in that report, and the current COC requests here are my recommendations and the actions needed. (see the 2008 Archer study and my compensation study for backup).

1. Approve the classification of all clerk 1 positions to official title of clerk 1. (removing all existing specialized titles). There are 13 official FT employees in the COC Office. There were several titles for the Clerk 1 position that the COC and I agreed should be classified as Clerk 1. Currently we have about 2 job titles for every FT employee in our overall operation creating chaos. This action will combine all specialized titles to a title of clerk 1 based on the fact that these positions all provide the same level of skill and experience as required of a clerk 1 (see 2008 Archer evaluation of positions for backup on this action). The following specialized position titles will go away: Civil Filing, Child Support, ROD Clerk, Register of Deeds Clerk. This action will start the process of cleaning up our job titles.
2. Approve clerk 1 positions to be grade 10 positions. See attached detailed report, this action will start the process of equalizing pay for jobs intra-departmental (within the COC office), and interdepartmental (across the entire organization beginning with this department).
3. Approve grade 10 starting salary at \$11.25 per hour (see attached detailed report).
4. Approve increasing any existing employee with a clerk 1 title to the equivalent starting salary to include up to any 3.5%, 5 year longevity, achieved by that employee based on their official date of hire. (existing employees who exceed this equivalent start will not be eligible for any increase in pay). This will ensure that we do not penalize existing employees by having a starting salary that is higher than their equivalent starting pay including their years of working for us. The actual increase will be determined by the department head but can not exceed the starting pay plus any 3.5% longevity earned by that employee.

5. Approve the re-classification of one clerk 1 position to deputy clerk. The COC has requested one of Clerk 1 position be raised to Deputy Clerk (that would make two Deputy Clerk Positions). This is similar to the structure in other COC offices such as Greenwood. One DC would be for RMC, and one for Courts. We actually have two operations in the COC but are more efficient by having a combined office. Employees can cross train, increase workload in one subdepartment without having to hire additional personnel, and we eliminate the need for an additional higher paid department head through a combined operation. This action would increase the pay for that one position.
6. Approve deputy clerk positions to be grade 13 positions. (see attached report).
7. Approve grade 13 starting salary at \$13.90 per hour (see attached report).
8. Approve increasing any existing employee with a deputy clerk title to the equivalent starting salary to include up to any 3.5%, 5 year longevity, achieved by that employee based on their official date of hire. (see above and attached report).
9. Approve increasing the Chief Deputy Clerk position to an equivalent starting pay of \$17.10 per hour increasing the existing employees pay by any 3.5%, 5 year longevity achieved by the existing employee.

Financing these changes:

The requested actions will increase pay for several positions by utilizing the money budgeted for the current vacant position (this would reduce the FT headcount to 12). I am estimating the vacant position is about \$30,000 (currently in the FY18 budget) and I am estimating the increase cost of about \$18,000 so the net result will be a **savings of about \$12,000.**

from Lynn Lancaster 12/6/17

Dear Council:

For approximately 10 years, I've had 13 employees in my office -- One Chief Deputy Clerk, Deputy Clerk for Child Support and then 11 Clerk 1 positions.

For the last several years, I have been considering the appointment of a Deputy Clerk for the Register of Deeds office. I understand that this would be similar to the structure in other Clerk's Offices such as Greenwood County.

In Mr. Caime's salary study, the following has been suggested:

- Clerk I position would be Grade 10 and the starting salary would be \$11.25 per hour.
- Deputy Clerk position would be Grade 13 with a starting salary of \$13.90 per hour. I ask that one of my 11 – Clerk I positions be upgraded to Deputy Clerk over Register of Deeds.
- Chief Deputy Position – starting salary of \$17.10

I have a vacancy in Child Support and do not intend to fill the same. I would like to use this salary to bring any employees in my department up to the proposed starting salaries, specifically the newly created Deputy Clerk for Register of Deeds.

I seek your approval first, in granting of the Deputy Clerk position and secondly, permission to use the funds **already in my budget from the vacancy** to fulfill these proposed mandates in the salary study.

I estimate the vacant position is about \$30,000 of my budget and based on the recommendations above, I would estimate the cost as \$15,000.



Laurens County Compensation Study Version 1.0

Jon Caime
Laurens County Administrator
November 1, 2017

Executive Summary:

We are a service organization and therefore a majority of our expenses are related to employee compensation. One of the biggest complaints I routinely hear from our employees has to do with our pay. This report is an internal analysis of our compensation program. **The actual financial figures in this report are not final figures and are presented for an overview of this problem only.**

Improving our compensation program is a monumental task. We can hire a consultant to come in and analyze our system and make recommendations. I suspect we will need about \$50,000-75,000 for this service. Without the resources of an external consultant, I have personally created this analysis. It is only my opinion on this subject and I welcome all input. This report was built on data from two external consultant projects Laurens County did in 2008 (“Archer Studies”).

The biggest problem we have with our compensation program is a lack of an organized system. The lack of a system has created a compensation program that may not be equitable across the organization. Much of our employees’ concerns have to do with this inequity. Similar jobs are paid differential pay and employees know that their coworkers with the same job titles and duties are paid more than they are. This demoralizes those employees who feel they are being paid less than their colleagues for the same type of work.

Fixing this problem will not be easy. We will need to find the money (\$250,000 plus) to pay more for those employees that are underpaid. We will also not be able to give all employees what they think they deserve. Some employees will get no increases.

The alternative is to keep the current system.

PHASE 1: Head Count

Full Time Positions: This phase identified the approved full time head count for each department. A comprehensive list of the full time employee head count for each department did not exist. For this first phase a comprehensive list of the full time head count for each department was created.

To develop this full time head count a draft listing for each department was received from the HR department. After a few iterations and clarifications that draft list was then sent to each department for confirmation with their records. Any discrepancies were further researched with the departments until a final full time approved head count with position titles for each department was created in agreement with the department heads.

All elected officials agreed to their fulltime head count including the Sheriff who created a set number of titles and positions to match his full time approved head count total.

This final list should completely comply with the full time head count authorized by County Council through the years (an assumption). This full time head count should also match the 11000 “salaries” line item budgeted in each departmental budget. This head count is fixed and will not change unless County Council approves salary change(s) and/or the addition of personnel.

Unfortunately the position titles have been changed through the years through a variety of ways which created a massive number of position titles. This first phase attempted to reduce position titles down as much as possible. For example a title of “Clerk of XXX (many various titles here)” was changed to Clerk 1. This was all done with concurrence of the HR director and the department head.

Part time: Part time and temporary positions have been segregated in our funds as separate line items for FY18. There are certain restrictions that need to be considered such as ACA (“Obamacare”) and State PEBA requirements for benefits. These can be further defined in policies such that we limit our liability for funding benefits.

Some departments have set “permanent part time positions” (PPT) where an employee works a regular schedule year round. Other departments however will not be limited in the number of part time positions and the schedule of those positions but rather have a lump sum part time budget to adhere to. This allows those other departments that have seasonal fluctuations in part time employment needs to be able to have the freedom to meet those needs as long as they stay within the budget allocated by Council.

Temporary positions: Temporary employees are those employees that are grant based, have some sort of defined funding source, and/or are needed on a non-regular short term basis. Routinely governments add employees due to some source of non-regular funding (such as a grant) and then when the funding source runs out the employees are assimilated into the overall organization increasing the size of government when the original scope of this position was intended to be only short term in nature. By clearly identifying temporary employees in this regard we eliminate the growth of government when we address short term needs rather than in response to a long term need.

PHASE 2: Positions Classifications, Verification and Clean Up

Private sector employers must regularly adjust salaries based on market demand due to the competitive nature of the private sector. In the public sector we do not regularly increase wages based on market forces so we must evaluate employee wages periodically to ensure our wages are compliant with the marketplace.

Laurens County did this market evaluation in 2008 (2008 Archer Study). Beginning in FY09 all wages were reportedly brought up to market base wages based on this study. All accrued comp time was paid out. That action gave Laurens County a fresh start with competitive market based wages.

That study and the action by County Council should have also established the position classifications and created a structured system for all new hires as presented in this study. Unfortunately the structured system was either not implemented and/or was not adhered to during the time period since 2008 resulting in a dramatic increase in positions (titles) and various entry level pays for the same positions.

We currently do not have a structured pay system in place. We have several positions that perform similar tasks and should have the same base pay but do not. This has resulted in starting wages for similar positions that are varied, illogical, and chaotic.

Compounding this problem is that certain increases were granted to employees (a person) rather than the position. These "special increases" go with the new hire even if the "special increase" granted to a separated employee does not apply to the new hire replacing that employee that received this "special increase". These "special increases" were at times granted to that individual employee (person) and not granted for the position itself. Therefore this "special increase" may not apply to the new hire but will be granted based on the current way we determine base pay for a position.

Phase 2 of this report went back to the structured pay system of the 2008 Archer study to evaluate the current pay for our employees. The 2008 Archer study evaluated all our employees' positions/titles and created a structured system. There were about 10 primary pay grades and about 25 total grades. Similar duties/titles were placed in similar pay grades which equalized pay among various positions performing similar duties.

Since the 2008 Archer study we have apparently created an additional 40-50 new position titles. There were approximately 200 different job titles (that's about 1 title for every 2 employees) prior to this phase beginning. It appears as though positions have may have been created for people rather than placing people within a structured positions system. This has created an unequal compensation system where employees doing similar tasks (clerk positions for example) have differential compensation. Much of this job title "creep" was corrected in phase 1 of this study by working with the departments to get similar jobs to have the same titles thereby reducing the number of job titles.

The next step was to get an equivalent entry level pay by backing out longevity increases. Every 5 years an employee receives a 3.5% increase in pay for longevity pay increase so to determine the entry level pay for an employee that has received longevity increase(s) we backed out that 3.5% increase(s). For every employee, finance director, Lisa Kirk took the current wage and backed out any 3.5% longevity (granted every 5 years) to get that employees equivalent "starting wage". That entry level pay was included in the data presented in this report.

Ideally any other increases in pay for a position (rather than individual employees) would be granted to the entire organization through our policies. For example any COLA that was applied to the wages of the employees should increase the starting pay as well as the pay of the existing employees and therefore should not have an effect on the entry level pay comparisons.

The equivalent starting wages for all employees was compared with a newly created Archer study (two alternates were created by the Archer company in 2017 for this study), new market wage data supplied by Archer 2017 for select positions and comparative pay for Greenwood County (if available).

That data was compiled for every position, every FT employee, and every department. Similar pay grade positions as set out in the 2008 Archer study were then compiled across the organization and one master sheet was created for pay grades 9-17 (there are higher pay grades that are not presented in this report).

This data clearly shows the disorganization of our compensation program. For example one of the largest position titles we have across our departments is the title of Clerk 1. This Grade 10 position should pay the same starting wage for every employee with this title. We have 34 employees with the title of "clerk 1". There are 23 different starting pays for these 34 employees ranging from \$10.62 to \$12.35 per hour for the same job.

Phase 3: Potential Solution to this problem

A potential solution to this problem is to go back to a pay grade system and adhere to that system from that point forward. This will require some assumptions on the dollar amount to set our pay grades at. At a minimum we could start all new hires at this set starting pay for each pay grade however this would be unfair to existing employees that have an equivalent entry level pay below the new entry level pay that we set.

There will also be a cost associated with fixing this problem. That cost will depend on the entry level pay set. Several pay grade table examples are presented below. These are only for discussion purposes. These tables are only very rough calculations and have many assumptions and probably many errors but the quantification of the problem is very clear through these tables.

The examples in the tables below indicate where some of our real pay problems exist. In particular is the deputy sheriff pay in pay grade 15 which is the largest of number of positions that appear to be underpaid based on the initial data presented. There are several other examples listed in these tables that also show pay discrepancies.

These tables are for example use only but based on these examples the cost to address this problem is may be in excess of \$250,000.

For existing employees we should look at the employees and departments on a case by case basis. Those employees that currently exceed the minimum pay grade for that position are already fairly compensated according to this system. For those employees that receive less than the recommended minimum it is suggested we get concurrence with the department head that the employee should get additional compensation then address that employee's pay.

For now no new job titles will be created without County Council approval in a regular County Council meeting. In addition, no new job titles will be presented without the effect on pay also approved by Council (we have approved “job title only” changes that then were presented at a date due as a need to increase that persons pay due to the pay not matching the job title).

If we do go back to a structured pay grade system it will have to be strictly enforced and only County Council will be able to deviate from the structured pay system.

EXAMPLE #1: GRADE 9 CLASIFICATION (TOTAL COST \$8,473)

Starting with the lowest pay grade 9 (Convenience Center employees are lower than grade 9) we could establish grade 9 entry level pay at \$10.50 per hour to match Greenwood County. The estimated net cost of this \$8,473 to change existing employees to match this grade starting pay.

All future hires for these positions will start at \$10.50 per hour (unless wages are adjusted by COLAs). NOTE: “anonymous is a job title that pertains to too few individuals”.

The Archer Study placed the following positions in grade 9:

AIRPORT ATTENDENT
ANIMAL FACILITY ATTENDENT
JANITOR/CUSTODIAN
LABORER

Explanation of the grade tables:

- “Grade 9”: Actual person/position on staff now (made anonymous for this report).
- “Equiv. start now”: The actual pay for this person annually and hourly. (3.5% longevity raises were removed prior to placing these values in this column.)
- Archer (1 or 2): These are two newer financial model updates from Archer on their original 2008 wage system.
- Mkt: Where available these are the market based wage study for this position recently conducted by Archer.
- Diff: Is the market study vs equiv. starting pay (how much less/more we pay than the “market wage”.)
- GRWD: Greenwood County’s pay for this position.
- Diff GRWD: How much more or less we pay than Greenwood.
- Calc 1: Is the hourly pay differential for Laurens Vs Greenwood.
- Calc 2: Is the annual cost differential (recommended increase in existing positions pay to get this position to the recommended grade).

EXAMPLE #2: GRADE 10 CLASIFICATION (TOTAL COST \$11,168)

Setting grade 10 entry level pay at \$11.25 per hour between Greenwood County pay and the “market pay” would cost an estimated \$11,168. All future hires for these positions will start at \$11.25 per hour (unless wages are adjusted by COLAs).

GRADE10	equiv start now	equiv start now	arch alt 1	Archer alt 2	mkt	diff	GRWD	Diff GRWD	Calc 1	Calc 2
SET GRADE 10 TO 11.25 BETWEEN MKT AND GREENWOOD										
									11.25	
Clerk I		\$11.50	\$11.97	\$12.15	\$11.09	\$ (0.41)	\$ 11.58	-\$0.08	-\$0.25	
Clerk I	\$ 22,880	\$11.00	\$11.97	\$ 12.15	\$ 11.09	\$ 0.09	\$ 11.58	-\$0.58	\$0.25	\$ 520
Clerk I		\$11.14	\$11.97	\$ 12.15	\$ 11.09	\$ (0.05)	\$ 11.58	-\$0.44	\$0.11	
Clerk I	\$ 22,106	\$10.63	\$11.97	\$ 12.15	\$ 11.09	\$ 0.46	\$ 11.58	-\$0.95	\$0.62	\$ 1,294
Clerk I	\$ 25,263	\$12.15	\$11.97	\$ 12.15	\$ 11.09	\$ (1.06)	\$ 11.58	\$0.57	-\$0.90	
Clerk I	\$ 22,880	\$11.00	\$11.97	\$ 12.15	\$ 11.09	\$ 0.09	\$ 11.58	-\$0.58	\$0.25	\$ 520
Clerk I	\$ 22,880	\$11.00	\$11.97	\$ 12.15	\$ 11.09	\$ 0.09	\$ 11.58	-\$0.58	\$0.25	\$ 520
Clerk I	\$ 22,785	\$10.95	\$11.97	\$ 12.15	\$ 11.09	\$ 0.13	\$ 11.58	-\$0.63	\$0.30	\$ 615
Clerk I	\$ 23,608	\$11.35	\$11.97	\$ 12.15	\$ 11.09	\$ (0.26)	\$ 11.58	-\$0.23	-\$0.10	
Clerk I		\$11.14	\$11.97	\$ 12.15	\$ 11.09	\$ (0.05)	\$ 11.58	-\$0.44	\$0.11	
Clerk I	\$ 24,125	\$11.60	\$11.97	\$ 12.15	\$ 11.09	\$ (0.51)	\$ 11.58	\$0.02	-\$0.35	
Clerk I	\$ 24,068	\$11.57	\$11.97	\$ 12.15	\$ 11.09	\$ (0.49)	\$ 11.58	-\$0.01	-\$0.32	
Clerk I	\$ 24,835	\$11.94	\$11.97	\$ 12.15	\$ 11.09	\$ (0.85)	\$ 11.58	\$0.36	-\$0.69	
Clerk I	\$ 22,464	\$10.80	\$11.97	\$ 12.15	\$ 11.09	\$ 0.29	\$ 11.58	-\$0.78	\$0.45	\$ 936
Clerk I	\$ 22,880	\$11.00	\$11.97	\$ 12.15	\$ 11.09	\$ 0.09	\$ 11.58	-\$0.58	\$0.25	\$ 520
Clerk I	\$ 22,080	\$10.62	\$11.97	\$ 12.15	\$ 11.09	\$ 0.47	\$ 11.58	-\$0.96	\$0.63	\$ 1,320
Clerk I	\$ 22,901	\$11.01	\$11.97	\$ 12.15	\$ 11.09	\$ 0.08	\$ 11.58	-\$0.57	\$0.24	\$ 499
Clerk I	\$ 22,880	\$11.00	\$11.97	\$ 12.15	\$ 11.09	\$ 0.09	\$ 11.58	-\$0.58	\$0.25	\$ 520
Clerk I	\$ 22,818	\$10.97	\$11.97	\$ 12.15	\$ 11.09	\$ 0.12	\$ 11.58	-\$0.61	\$0.28	\$ 582
Clerk I	\$ 22,880	\$11.00	\$11.97	\$ 12.15	\$ 11.09	\$ 0.09	\$ 11.58	-\$0.58	\$0.25	\$ 520
Clerk I	\$ 22,852	\$10.99	\$11.97	\$ 12.15	\$ 11.09	\$ 0.10	\$ 11.58	-\$0.59	\$0.26	\$ 548
Clerk I	\$ 23,920	\$11.50	\$11.97	\$ 12.15	\$ 11.09	\$ (0.41)	\$ 11.58	-\$0.08	-\$0.25	
Clerk I	\$ 22,928	\$11.02	\$11.97	\$ 12.15	\$ 11.09	\$ 0.07	\$ 11.58	-\$0.56	\$0.23	\$ 472
Clerk I	\$ 24,443	\$11.75	\$11.97	\$ 12.15	\$ 11.09	\$ (0.66)	\$ 11.58	\$0.17	-\$0.50	
Clerk I	\$ 25,679	\$12.35	\$11.97	\$ 12.15	\$ 11.09	\$ (1.26)	\$ 11.58	\$0.77	-\$1.10	
Clerk I	\$ 22,959	\$11.04	\$11.97	\$ 12.15	\$ 11.09	\$ 0.05	\$ 11.58	-\$0.54	\$0.21	\$ 441
Clerk I		\$12.16	\$11.97	\$ 12.15	\$ 11.09	\$ (1.07)	\$ 11.58	\$0.58	-\$0.91	
Clerk I	\$ 23,582	\$11.34	\$11.97	\$ 12.15	\$ 11.09	\$ (0.25)	\$ 11.58	-\$0.24	-\$0.09	
Clerk I	\$ 24,414	\$11.74	\$11.97	\$ 12.15	\$ 11.09	\$ (0.65)	\$ 11.58	\$0.16	-\$0.49	
Clerk I	\$ 22,672	\$10.90	\$11.97	\$ 12.15	\$ 11.09	\$ 0.19	\$ 11.58	-\$0.68	\$0.35	\$ 728
Clerk I	\$ 22,786	\$10.95	\$11.97	\$ 12.15	\$ 11.09	\$ 0.14	\$ 11.58	-\$0.63	\$0.30	\$ 614
Laborer/CDL Driver	\$ 24,237	\$11.65	\$11.97	\$ 12.15	\$ 11.09	\$ (0.56)	\$ 11.58	\$0.07	-\$0.40	
Laborer/CDL Driver	\$ 24,232	\$11.65	\$11.97	\$ 12.15	\$ 11.09	\$ (0.56)	\$ 11.58	\$0.07	-\$0.40	
TOTAL COST NOW: \$11,168										

EXAMPLE #4: GRADE 12 CLASIFICATION (TOTAL COST \$18,497)

GRADE	equiv start now	equiv start now	arch alt 1	Archer alt 2	mkt	diff	GRWD	Diff GRWD	Calc 1	Calc 2
SET GRADE 12 TO 13.40										
Admin Assistant	\$ 31,913	\$15.34	\$13.24	\$ 13.27	\$ 13.38	\$2.07	\$ 13.40	\$1.94	\$-1.94	
Admin Assistant	\$27,976	\$13.45	\$13.24	\$ 13.27		\$0.18		\$13.45	\$-0.05	
Admin Assistant	\$ 31,708	\$15.24	\$13.24	\$ 13.27	\$ 13.38	\$1.97	\$ 13.40	\$1.84	\$-1.84	
Admin Assistant	29727.41	\$14.29	\$13.24	\$ 13.27	\$ 13.38	\$1.02	\$ 13.40	\$0.89	\$-0.89	
Admin Assistant	25,498	\$12.26	\$13.24	\$ 13.27	\$ 13.38	-\$1.01	\$ 13.40	-\$1.14	\$1.14	\$ 2,374
Det Officer	29,984	13.488	\$13.24	\$ 13.27		\$0.22	13.37	\$0.12	\$-0.09	
Det Officer	29,121	13.1	\$13.24	\$ 13.27		-\$0.17	13.37	-\$0.27	\$0.30	\$ 667
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	28,099	12.64	\$13.24	\$ 13.27		-\$0.63	13.37	-\$0.73	\$0.76	\$ 1,689
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	28,099	12.64	\$13.24	\$ 13.27		-\$0.63	13.37	-\$0.73	\$0.76	\$ 1,689
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	29,121	13.1	\$13.24	\$ 13.27		-\$0.17	13.37	-\$0.27	\$0.30	\$ 667
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	28,099	12.64	\$13.24	\$ 13.27		-\$0.63	13.37	-\$0.73	\$0.76	\$ 1,689
Det Officer	28,099	12.64	\$13.24	\$ 13.27		-\$0.63	13.37	-\$0.73	\$0.76	\$ 1,689
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	29,210	13.14	\$13.24	\$ 13.27		-\$0.13	13.37	-\$0.23	\$0.26	\$ 578
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	28,099	12.64	\$13.24	\$ 13.27		-\$0.63	13.37	-\$0.73	\$0.76	\$ 1,689
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	28,099	12.64	\$13.24	\$ 13.27		-\$0.63	13.37	-\$0.73	\$0.76	\$ 1,689
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	29,855	13.43	\$13.24	\$ 13.27		\$0.16	13.37	\$0.06	\$-0.03	
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	30,134	13.556	\$13.24	\$ 13.27		\$0.29	13.37	\$0.19	\$-0.16	
Det Officer	30,166	13.57	\$13.24	\$ 13.27		\$0.30	13.37	\$0.20	\$-0.17	
Det Officer	28,099	12.64	\$13.24	\$ 13.27		-\$0.63	13.37	-\$0.73	\$0.76	\$ 1,689
Det Officer	33688	15.154	\$13.24	\$ 13.27		\$1.88	13.37	\$1.78	\$-1.75	
Anonymous	25,488	\$12.25	\$13.24	\$ 13.27	15.60	-\$1.02	14.07	-\$1.82	\$1.15	\$ 2,384
Anonymous	29,018	\$13.95	\$13.24	\$ 13.27		\$0.68		\$13.95	\$-0.55	
Anonymous		\$0.00	\$13.24	\$ 13.27		-\$13.27		\$0.00	\$13.40	
\$ 18,497										

EXAMPLE #5: GRADE 13 CLASIFICATION (TOTAL COST \$16,903)

GRADE	equiv start now	equiv start now	arch alt 1	Archer alt 2	mkt	diff	GRWD	GRWD	Diff	
									Calc 1	Calc 2
SET GRADE 13 TO 13.90									\$ 13.90	
Title 1-anonymous	\$22,786	\$10.95		\$ 13.83		-\$2.88	\$ 12.76	-\$1.81	\$2.95	\$ 6,126
Title 1-anonymous	\$22,897	\$11.01		\$ 13.83			\$ 12.76	-\$1.75	\$2.89	\$ 6,015
Title 2-anonymous	\$ 25,938	\$12.47	\$13.88	\$ 13.83		-\$1.36	\$ 12.76	-\$0.29	\$1.43	\$ 2,974
Title 2-anonymous	\$ 29,723	\$14.29	\$13.88	\$ 13.83		\$0.46	\$ 12.76	\$1.53	-\$0.39	
Title 2-anonymous	\$ 27,394	\$13.17	\$13.88	\$ 13.83		-\$0.66	\$ 12.76	\$0.41	\$0.73	\$ 1,518
Title 3-anonymous	28,643	\$13.77	\$13.88	\$ 13.83		-\$0.06	\$ 13.40	\$0.37	\$0.13	\$ 269
									\$ 16,903	

EXAMPLE #6: GRADE 14 CLASIFICATION (TOTAL COST \$8,673)

GRADE	equiv start now	equiv start now	arch alt 1	Archer alt 2	mkt	diff	GRWD	GRWD	Diff	
									Calc 1	Calc 2
SET GRADE 14 TO 14.40									14.4	
Title 1-anonymous	30,225	\$14.53	14.52	14.39		\$0.14			-\$0.13	
Title 2-anonymous	32901	\$15.82	14.52	14.39	13.08	\$1.42	12.16	\$3.66	-\$1.42	
Title 3-anonymous	28177	\$13.55	14.52	14.39		-\$0.85		\$13.55	\$0.85	\$ 1,775
Title 4-anonymous	24,925	\$11.98	14.52	14.39		-\$2.41			\$2.42	\$ 5,027
Title 5-anonymous	28,081	\$13.50	14.52	14.39		-\$0.89			\$0.90	\$ 1,871
									\$ 8,673	

EXAMPLE #7: GRADE 15 CLASIFICATION (TOTAL COST \$92,089 PLUS\$)

GRADE	equiv start now	equiv		arch alt 1	Archer alt 2	mkt	diff	GRWD	Diff		Calc 2
		start now							GRWD	Calc 1	
SET GRADE 15 TO 15.25											\$15.25
Telcom Supv	\$ 29,723	\$14.29	\$15.16	\$ 14.95			-\$0.66		\$14.29	\$0.96	\$ 1,997
Telcom Supv	\$ 28,494	\$13.70	\$15.16	\$ 14.95			-\$1.25		\$13.70	\$1.55	\$ 3,226
Telcom Supv	\$ 29,562	\$14.21	\$15.16	\$ 14.95			-\$0.74		\$14.21	\$1.04	\$ 2,158
Telcom Supv	\$ 29,723	\$14.29	\$15.16	\$ 14.95			-\$0.66		\$14.29	\$0.96	\$ 1,997
Title 1-anonymous	\$ 29,723	\$14.29	\$15.16	\$ 14.95			-\$0.66		\$14.29	\$0.96	\$ 1,997
Title 2-anonymous	\$31,456	\$15.12	\$15.16	\$ 14.95			\$0.17		\$15.12	\$0.13	\$ 264
Title 3-anonymous	28714	\$13.80	15.16	14.95			-\$1.15		\$13.80	\$1.45	\$ 3,006
Title 4-anonymous	29,485	\$14.18	\$15.16	\$ 14.95	\$ 15.87		-\$0.77		\$14.18	\$1.07	\$ 2,235
Sergeant-Jail	34,256	\$15.41	\$15.16	\$ 14.95			\$0.46	15.51	-\$0.10	-\$0.16	
Sergeant-Jail	34,256	\$15.41	\$15.16	\$ 14.95			\$0.46	15.51	-\$0.10	-\$0.16	
Sergeant-Jail	34,215	\$15.39	\$15.16	\$ 14.95			\$0.44	15.51	-\$0.12	-\$0.14	
Sergeant-Jail	35,145	\$15.81	\$15.16	\$ 14.95			\$0.86	15.51	\$0.30	-\$0.56	
Sergeant-Jail	34,086	\$15.33	\$15.16	\$ 14.95			\$0.38	15.51	-\$0.18	-\$0.08	
Deputy	33,345	\$ 15.00	\$14.18	\$ 13.99	\$ 13.98	\$1.01	\$ 14.77	\$0.23	\$0.25	\$ 556	
Deputy	30,134	\$ 13.56	\$14.18	\$ 13.99	\$ 13.98	-\$0.43	\$ 14.77	-\$1.21	\$1.69	\$ 3,767	
Deputy	30,166	\$ 13.57	\$14.18	\$ 13.99	\$ 13.98	-\$0.42	\$ 14.77	-\$1.20	\$1.68	\$ 3,735	
Deputy	30,166	\$ 13.57	\$14.18	\$ 13.99	\$ 13.98	-\$0.42	\$ 14.77	-\$1.20	\$1.68	\$ 3,735	
Deputy	33,338	\$ 15.00	\$14.18	\$ 13.99	\$ 13.98	\$1.01	\$ 14.77	\$0.23	\$0.25	\$ 563	
Deputy	30,166	\$ 13.57	\$14.18	\$ 13.99	\$ 13.98	-\$0.42	\$ 14.77	-\$1.20	\$1.68	\$ 3,735	
Deputy	30,166	\$ 13.57	\$14.18	\$ 13.99	\$ 13.98	-\$0.42	\$ 14.77	-\$1.20	\$1.68	\$ 3,735	
Deputy	38,256	\$ 17.21	\$14.18	\$ 13.99	\$ 13.98	\$3.22	\$ 14.77	\$2.44	-\$1.96		
Deputy	30,166	\$ 13.57	\$14.18	\$ 13.99	\$ 13.98	-\$0.42	\$ 14.77	-\$1.20	\$1.68	\$ 3,735	
Deputy	30,134	\$ 13.56	\$14.18	\$ 13.99	\$ 13.98	-\$0.43	\$ 14.77	-\$1.21	\$1.69	\$ 3,767	
Deputy	29,146	\$ 13.11	\$14.18	\$ 13.99	\$ 13.98	-\$0.88	\$ 14.77	-\$1.66	\$2.14	\$ 4,755	
Deputy	34,215	\$ 15.39	\$14.18	\$ 13.99	\$ 13.98	\$1.40	\$ 14.77	\$0.62	-\$0.14		
Deputy	30,166	\$ 13.57	\$14.18	\$ 13.99	\$ 13.98	-\$0.42	\$ 14.77	-\$1.20	\$1.68	\$ 3,735	
Deputy	30,166	\$ 13.57	\$14.18	\$ 13.99	\$ 13.98	-\$0.42	\$ 14.77	-\$1.20	\$1.68	\$ 3,735	
Deputy	30,090	\$ 13.54	\$14.18	\$ 13.99	\$ 13.98	-\$0.45	\$ 14.77	-\$1.23	\$1.71	\$ 3,810	
Deputy	30,166	\$ 13.57	\$14.18	\$ 13.99	\$ 13.98	-\$0.42	\$ 14.77	-\$1.20	\$1.68	\$ 3,735	
Deputy	38,257	\$ 17.21	\$14.18	\$ 13.99	\$ 13.98	\$3.22	\$ 14.77	\$2.44	-\$1.96		
Deputy	33,345	\$ 15.00	\$14.18	\$ 13.99	\$ 13.98	\$1.01	\$ 14.77	\$0.23	\$0.25	\$ 556	
Deputy	29,146	\$ 13.11	\$14.18	\$ 13.99	\$ 13.98	-\$0.88	\$ 14.77	-\$1.66	\$2.14	\$ 4,755	
Deputy	30,166	\$ 13.57	\$14.18	\$ 13.99	\$ 13.98	-\$0.42	\$ 14.77	-\$1.20	\$1.68	\$ 3,735	
Deputy	30,166	\$ 13.57	\$14.18	\$ 13.99	\$ 13.98	-\$0.42	\$ 14.77	-\$1.20	\$1.68	\$ 3,735	
Deputy	33,345	\$ 15.00	\$14.18	\$ 13.99	\$ 13.98	\$1.01	\$ 14.77	\$0.23	\$0.25	\$ 556	
Deputy	33,500	\$ 15.07	\$14.18	\$ 13.99	\$ 13.98	\$1.08	\$ 14.77	\$0.30	\$0.18	\$ 401	
Deputy	30,298	\$ 13.63	\$14.18	\$ 13.99	\$ 13.98	-\$0.36	\$ 14.77	-\$1.14	\$1.62	\$ 3,603	
Deputy	vacant	\$ 13.57	\$14.18	\$ 13.99	\$ 13.98	-\$0.42	\$ 14.77	-\$1.20	\$1.68	\$ 3,735	
Deputy	vacant	\$ 13.57	\$14.18	\$ 13.99	\$ 13.98	-\$0.42	\$ 14.77	-\$1.20	\$1.68	\$ 3,735	
Title 5-anonymous	30,369	\$ 13.66	\$15.16	\$ 14.95			-\$1.29		\$13.66	\$1.59	\$ 3,305
Fire Dept: Need to revisit this data											\$92,089
Engineer	29,877	\$10.84	\$15.16	\$ 14.95			-\$4.11		\$10.84	\$4.41	\$ 12,152
Engineer	29,930	\$10.86	\$15.16	\$ 14.95			-\$4.09		\$10.86	\$4.39	\$ 12,099
Engineer	29,813	\$10.82	\$15.16	\$ 14.95			-\$4.13		\$10.82	\$4.43	\$ 12,216
Engineer	30,848	\$11.19	\$15.16	\$ 14.95			-\$3.76		\$11.19	\$4.06	\$ 11,181
Engineer	29,877	\$10.84	\$15.16	\$ 14.95			-\$4.11		\$10.84	\$4.41	\$ 12,152
Engineer	29,844	\$10.83	\$15.16	\$ 14.95			-\$4.12		\$10.83	\$4.42	\$ 12,185
											\$ 71,985

D) DISCUSSION - HILLCREST
ROOF REPLACEMENT OPTIONS
AND SCHEDULE



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: Public Works Date of Request: 12/7/2017

COUNCIL ACTION REQUESTED: Approve funding for replacement of Hillcrest Roof

Short Description of Item for Consideration: The roof on the Hillcrest building has long needed replacement. In an effort to evaluate the current condition, structural characteristics,

More Detailed Description (if needed): _____
and type of replacement, a consultant was hired to evaluate and test the roof. The results of that evaluation are attached. Based on this evaluation, as well as various industry professionals, we are recommending the roof be replaced with a Modified Asphalt Built Up Roof (BUR). A cost breakdown of this option is attached.

FINANCIAL AMOUNT REQUESTED \$813,000

SOURCE OF FUNDING: Admin Building Bond (\$271,500 est.) and Reserves (\$541,500 est.)
with Reserves to be paid back from new bond when it is established

(PLEASE – attach subject matter document pages as necessary)



MEMORANDUM

TO: Laurens County Council

FROM: Robert Russian, Laurens County Director of Public Works *RR*

DATE: December 7, 2017

SUBJECT: Hillcrest Roof Replacement

At the November 8, 2016 County Council Meeting, council voted to approve the roof replacement project for the Hillcrest building. Funding for the project would come from money left over from the bond to build the new Administration Building as well as reserves. Council considered at that time to establish a new bond to cover the cost of the roof replacement above what was left in the Administration Building bond.

At the time of that approval, a 60 mil Flexible Sheet Membrane (FSM) roof was being considered similar to the type of roof that was installed on the Church Street Office building. After evaluating the condition and age of the HVAC units located on the Hillcrest building roof, and the amount of foot traffic that the roof was receiving, we were forced to reconsider our choice of building materials.

After obtaining the services of Shepard and Associates, a roofing consultant, and speaking with various industry professionals, I am recommending replacing the roof on the Hillcrest building with a Modified Asphalt Built Up Roof (BUR). The cost breakdown for this replacement is as follows:

Construction Cost	\$750,000
Thermal Scanning	\$ 3,000
SPUF Removal	\$ 15,000
Professional Services	\$ 45,000

Total Project Cost \$813,000

While a FSM roof is still an option, various specifications of the roofing material would need to be upgraded to handle the foot traffic. These upgrades pushed the price of this type of roof to within a reasonable amount of the more desirable BUR type.



Shepard & Associates, LLC

547 Dreher Shoals Road, Suite 6, Immo, SC 29063 / Phone (803) 407-8284 / Fax

(803) 407-8286

December 7, 2017
PF 17007.001.003

Mr. Robert Russian
Director of Public Works
Laurens County Government
PO Box 238
Laurens, SC 29360

Subject: Evaluation of Roofing Assets
Laurens County Judicial Center
100 Hillcrest Square, Laurens, SC 29360

Dear Mr. Russian,

Reference your request of October 23, 2017, this letter is to provide Laurens County Government with Shepard & Associates' report of findings from our evaluation of the subject facility roofing assets. The field investigation was performed on 11/13/17 by Shepard & Associates (S&A) - Mr. Blount Shepard, Staff Architect and Mr. Richard Parrish, Registered Roof Consultant. Also present throughout the evaluation were Mr. Chase Downs, (OMG), Mr. Kalani Richie (Lloyd Roofing), Mr. Robert Russian and Mr. Allen Robertson (Laurens County Government).

OBJECTIVE

The general objective is to conduct an onsite, minimally invasive roofing assets evaluation to include a substrate decking pull test to determine the condition of the existing roof structure at the Laurens County Courthouse and Admin. Building. A written report will be provided identifying S&A's recommended architectural actions with budget estimates of the best most economical roofing system replacements.

BACKGROUND

Laurens County is considering replacement of the existing roofing system assembly on the facility. This report is exclusively for the judicial center (old shopping center) and does not include the new administration building.

The original date of construction was not determined but the structure is estimated to be around 40 to 50 years old. The building is structurally sound. The existing Spray Polyurethane Foam roofing system is stated to be over 20 years old according to oral tradition. A building walkthrough was conducted on 11/13/17 providing S&A with a brief history of repairs and active moisture infiltrations inside the facility.

CONDITIONS

11/13/17 Clear; approximate daytime high 66° nighttime low 45°; Wind speed average 3.4 MPH.

PROCEDURE

At approximately 10:30 AM on 11/13/17, Mr. Shepard and Mr. Parrish met with Mr. Russian and Mr. Robertson. They were briefed on the recent history of the subject facility. Prior to going to the roof, the

project team walked the building to determine the components of the existing structure in the various building areas. Moisture infiltration symptom locations were also observed.

At approximately 12:30PM the team broke for lunch. Mr. Shepard and Mr. Parrish were joined by Mr. Chase Downs, technical representative for OMG, a deck fastener manufacturer.

At approximately 1:30PM the inspectors were joined by Mr. Kalani Richie of Lloyd Roofing Company as well as Mr. Steve Lloyd for a part of the evaluation.

ROOF ASSEMBLY DESCRIPTIONS:

METAL ROOFING PANEL

- R-Panel material comes in 36" wide panels in standard 26-gauge material. Trapezoidal ribs are 1 1/4-inch high every 12 inches.
- The substrate metals vary but are thought to be galvalume at this facility
- R-Panels are applied with exposed fasteners 12" OC to 16 gauge "Zee" purlins spaced 5' OC.

SPRAY POLYURETHANE FOAM ROOFING

- The Spray PolyUrethane Foam (SPUF) is a closed cell two-part material with Part A formed of reactive chemicals known as isocyanates and Part B contains a polyol which reacts with the isocyanates to make polyurethane.
- The SPUF in its fluid state adheres to the metal panel roofing. The SPUF is approximately 1.5" thick in the roofing panel pans and approximately 1" thick over the roofing panel ribs.
- Roof drainage is to eave end gutters and downspouts.
- Slope is approximately 1/4:12 except the high slopes at the entrance. High slope at the entrance was not determined.

OBSERVATIONS:

1. The concrete block and metal building components that comprise the structure of the facility are consistent throughout all the areas inspected with exception of the sally port and some entrance additions when the building was renovated approximately 2000.
2. The R-Panel roofing underside finish is in excellent condition where observed on the building interior. No rust is present where finish was observed.
3. In an isolated location the topside of the roofing panel was exposed and found to be in excellent condition. No rust is present where finish was observed.
4. The SPUF has been installed in two applications. The initial application is approximately 1" thick at the panel pans, and 1/2" thick over the panel ribs.
 - o The second application is generally 1/2" thick throughout.
5. The SPUF is uneven due to its rise and fall over the panel ribs. This unevenness is approximately 3/4" at 12" OC.
6. Where SPUF repairs have been made, sections of SPUF exceed in height the normal surface of the SPUF.
7. There are several pipe penetrations associated with the equipment rails that are too low for normal flashing heights.

8. There are approximately 25 HVAC units located on the facility. Most are curb mounted and some are on equipment rails.
9. Most of the other equipment is curb mounted exhaust fans with adequate base flashings.
10. There is an aluminum coating over most the SPUF roofing.
 - o In numerous sections of SPUF the aluminum coating is deteriorated
11. There are numerous patches to the existing SPUF roofing.
12. The roof areas are monoslope from front to back.
13. Aluminum box gutters and downspouts are located at the eave end of the roof areas.
14. SPUF where applied over the rake side parapets is severely deteriorated.
15. SPUF over entrance addition reflects "B" deck profile and has some ponded water conditions.
16. SPUF recent repairs have been made with white silicone based fluid applied waterproofing.
17. SPUF covers the base flashings at roof to wall conditions.
18. Drainage of the roofing is generally adequate.
19. SPUF is deteriorated at the steep sloped roofs at the facility entrance.
20. Isolated Exterior Insulation Finish System (EIFS) components are in need of repair along the front of the facility.
21. The metal coping finish at the sally port is deteriorated and rust present.
22. Gutters are in need of cleaning.
23. Entrance side metal coping laps are deteriorated.

ROOFING ASSEMBLY EVALUATIONS & DISCUSSION:

Cost-effectiveness is the greatest advantage of metal R-Panel roofing. It is used with metal building assemblies utilizing lightweight building materials. Metal R-Panel roofs can be a long-life part of the building depending on their finish and substrate metal. The galvalume finish found in this facility is an indicator that the R-Panel itself was the original roof surface.

Leaking is the greatest disadvantage of exposed fastener metal roofs such as this metal R-Panel installation. As the roof is exposed to changing weather conditions, the roof will contract and expand. This causes the fastener holes to elongate and will eventually contribute to a leaking roof.

The initial application of the SPUF was likely to mitigate initial leaks through the R-Panel fastener locations. The insulative qualities of the SPUF product also serve to lessen the effects of expansion/contraction due to weather. This product when cured forms a closed cell rigid foam making it a good choice to waterproof the initial exposed fastener metal roofing panels. While possible that the SPUF was installed in the original building construction, S&A thinks it unlikely.

The R-Panel is capable of spanning the 5' between purlins, but it is bouncy. The SPUF serves to reduce the roofing panels deflection between spans, but does not eliminate it. Subsequent applications of SPUF increase the total system thickness. This further reduces the bouncy nature of the roof. Removal of the existing SPUF will re-introduce the negative deflection property of the metal R-Panel.

The existing wearing layer of SPUF is approximately 17 years old, deteriorated and water is finding ways to enter the building. Before reroofing or recover roofing, alternatives can be discussed, the building structure's ability to support additional roofing needs to be explored. While this report does

not represent a comprehensive building structural analysis, it does forward best practice roofing options based on S&A's observations and limited testing. Reference OMG Pull Test Report # 16830.

S&A has reviewed two possible replacement roofing solutions:

1. The first is a Modified Asphalt membrane cold adhesively applied over mechanically attached cover board and rigid insulation to the existing prepared roofing. This system provides a lightweight Built Up Roofing (BUR) assembly that contains two membrane plies of a bituminous material with an ability to self-heal and provide an anti-skid surface.
 - a. For this system to be an option it is necessary to know whether the metal R-Panel roofing has an ability to hold fasteners. Fastener pull testing was performed on 11/13/17.
 - b. The results of the fastener pull testing are positive allowing a variety of options for attaching a BUR system over the original R-Panel roofing.
 - c. This system will have a standard 20-year NDL material and workmanship warranty.
2. The second is a single ply Flexible Sheet Membrane (FSM) mechanically attached to the existing purlins over a high density rigid insulation board mechanically attached through the existing SPUF and to the existing metal R-Panel.
 - a. This system membrane as a minimum should be a thermoplastic such as 60 mil thermopolyolefin (TPO).
 - i. There is no self-healing property in a thermoplastic membrane.
 - ii. There is no anti-skid property associated with the thermoplastic membrane. As such walk paths are recommended to and around paths of travel and equipment.
 - b. Because most membrane attachment in this system is to the purlins, this system relies less on the ability of the existing metal R-Panel to resist fastener pullout. But because the metal roofing panels provide adequate pullout strength, a variety of options exist for attaching the system perimeters and corner conditions.
 - c. This system will have a standard 20-year NDL material and workmanship warranty.

CONCLUSIONS / RECOMMENDATIONS:

S&A concludes that in either system approach, BUR or FSM, it is desirable to leave as much of the original SPUF in place to improve the R-Panel deflection. As such, the existing SPUF roofing will require a thermal imaging scan to determine sections that may be holding water. These sections will need to be repaired before any replacement roofing system is placed above the remaining SPUF.

S&A recommends in applications with rooftop equipment (which must be serviced) on the roof that the more durable Modified Asphalt BUR membrane be used. This type roof is safer for the staff and technicians to traffic on, and is able to take more abuse from service technicians without resulting in moisture entry.

S&A recommends for this application, if utilizing a FSM membrane, that an 80mil thickness be used rather than the 60-mil thickness minimum.

- Also, to improve the FSM membrane's ability to resist impact damage and foot-traffic, S&A recommends a High Density, 80-90PSI, cover board be applied over the insulation base layer.

ESTIMATES:

S&A estimates that a new Modified Asphalt BUR assembly including new gutters, downspouts, and flashings will have a construction cost of approximately \$747,271.

S&A estimates that a new TPO FSM assembly including new gutters, downspouts, and flashings will have a construction cost approximately \$631,250.

CLOSURE:

Shepard & Associates has the information necessary in this report to provide a professional services proposal for the preparation of detailed design documents and contract administration phase services.

This report has been prepared in accordance with the applicable professional standard of care. No other warranties or guarantees, express or implied, are made or intended. This summary letter report has been prepared solely for Laurens County for the objective stated herein and should not be relied upon by any other party or for any other purpose. Specifically, this report may not be used in connection with actual repairs or renovation construction of any kind. The conclusions drawn in this report are based on the limited investigations, verbal information and documents provided to us as described in the report background, and our experience in similar conditions. Should pertinent information germane to this report's content be subsequently discovered, then it should be provided to us for our further evaluation. Any reliance on this report by any other party other than Laurens County shall be without liability to Shepard & Associates, LLC or its employees.

We trust this report provides Laurens County with all the information required of Shepard & Associates at this time. If we can be of any further assistance regarding this matter, do not hesitate to contact us directly.

Respectfully,
Shepard & Associates, LLC



Blount Shepard
Architect

WBS:rcp

Enclosure(s): OMG Pull Test Report # 16830 (5 Pages)

Satellite Image



11/14/2017

Richard Parrish
Shepard & Associates LLC
3547 Dreher Shoals Road #6
IRMO, SC 29063
UNITED STATES

Re: Laurens County Courthouse

Dear Richard:

I have enclosed the Job Report Number 16830 from the job referenced above. The report was recorded by Chase Downs, OMG .

OMG is interested in your feedback on our services. Please visit www.omglistens.com to take a brief, 2-3 minute survey to help us understand how we did on this project, and more importantly, anything we can do better next time. We value your time and input, and thank you in advance for your participation.

If you have any further questions, please feel free to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Andy Cleveland", is written over a light blue horizontal line.

Andy Cleveland
OMG Technical Support Lead

CC:
Chase Downs (OMG)

Attn:
richard@shepardandassociates.us;

Enc:
None

Pull Test Report

Job Name: Laurens County Courthouse

Report Number: 16830

Job Location: LAURENS, SC

Test Date: 11/13/2017

Ambient Temperature: 60°F

Building Height: 40 ft.

Tester Manufacturer: DMD Force-2000

Max Cap of Tester: 2000

Test Witnessed By: Richard Parrish (Shepard & Associates LLC)

Ground Roughness: B

Roof Area: 75,000 sq. ft.

Test Performed By: Chase Downs

Existing Roof System: Tear-Off

Test Cut Area Repaired By: Kalani Richie (Lloyd Roofing)

Thickness of Existing Roof: 1.5"

Fasteners Tested: # 12 RoofGrip Drill Point, Heavy Duty Fastener, XHD

New System Manufacturer: Unknown

Roof Cover Type: M/A Single Ply

New Insulation Manufacturer: Unknown

<u>Insulation Type</u>	<u>Thickness</u>
Cover Board	Unknown
ISO	Flute Fill

<u>Deck Type</u>	<u>Thickness</u>
Steel	Unknown

Disclaimer: Manufacturer's installation requirements shall be followed when using any of the tested fasteners or adhesives. Neither the technician performing the pullout tests, nor his/her company is responsible for the waterproofing integrity of the repairs. This test report does not certify the structural integrity of the roof deck.

Test Results

Job Name: Laurens County Courthouse

Test Location No.	Results lbs	Fastener Tested	Penetration	Bit Diameter	Comments
1	370	# 12 RoofGrip Drill Point	3/4"		
2	539	XHD	3/4"		
3	385	# 12 RoofGrip Drill Point	3/4"		
4	495	XHD	3/4"		
5	362	# 12 RoofGrip Drill Point	3/4"		
6	484	XHD	3/4"		
7	374	Heavy Duty Fastener	3/4"		
8	420	# 12 RoofGrip Drill Point	3/4"		
9	530	XHD	3/4"		
10	370	Heavy Duty Fastener	3/4"		
11	471	# 12 RoofGrip Drill Point	3/4"		
12	551	XHD	3/4"		
13	368	Heavy Duty Fastener	3/4"		
14	423	# 12 RoofGrip Drill Point	3/4"		
15	594	XHD	3/4"		

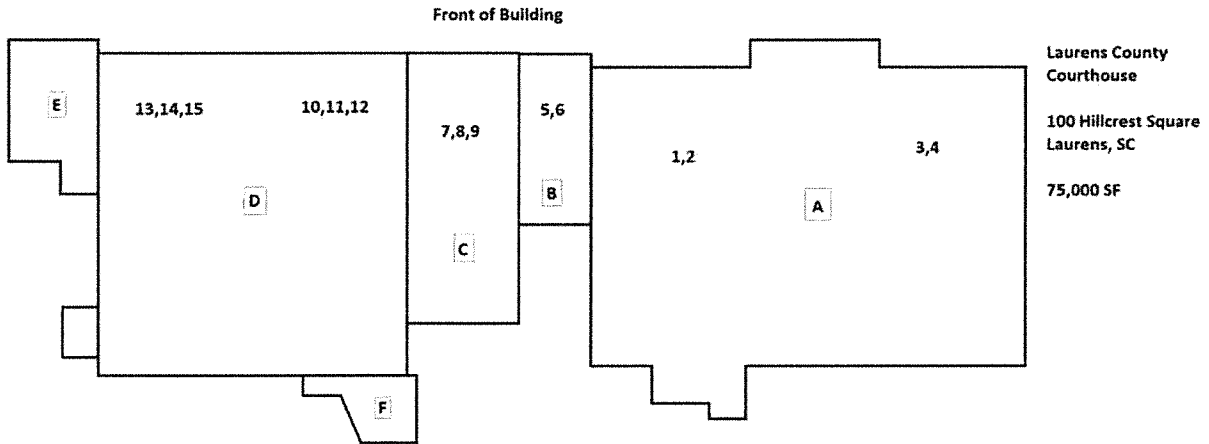
Pull Test Comments:

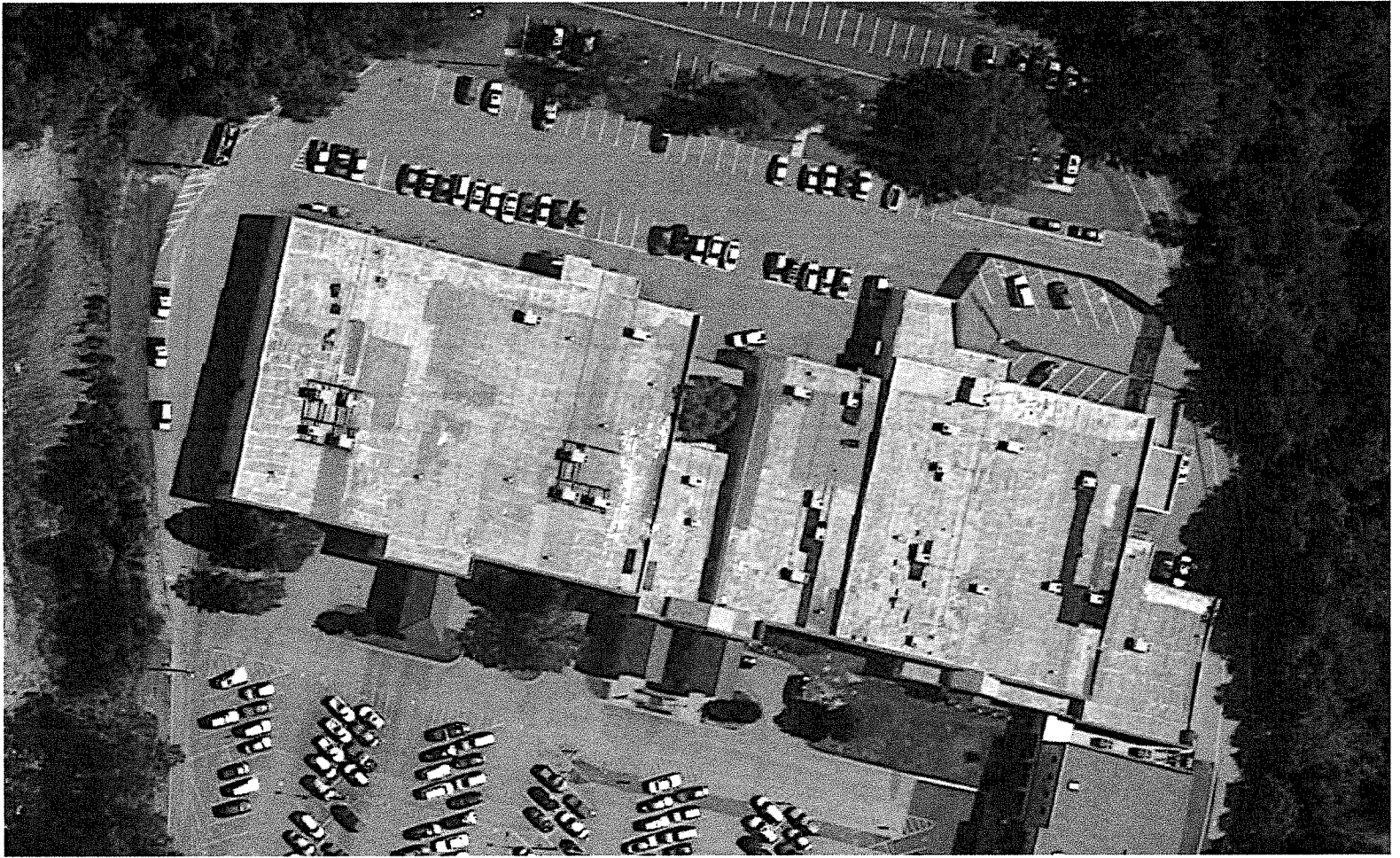
This project consists of 6 roof sections A-F. Pull tests were not performed on Sections E & F because these sections could not be safely accessed at the time of the pull test.

The customer plans to M/A new flute fill ISO and cover board to the metal deck with a threaded fastener. The #12, #14 (HD), and #15 (XHD) fasteners were tested to give the customer 3 different options to M/A the new insulation.

The customer is still deciding between mechanically attaching new single ply membrane or putting down a 2-ply MOD BIT system on top of the new insulation. The #14 and #15 fasteners were tested to give the customer 2 options to M/A new single ply membrane.

Roof Diagram





E) SECOND READING,
ORDINANCE #840
“PROJECT LIME”



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 4, 2017 (FOR DECEMBER 12, 2017 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):

SEE THE ATTACHED PROPOSED ORDINANCE 840 (SECOND READING) REGARDING "PROJECT LIME".

STAFF RECOMMENDS SECOND READING APPROVAL OF ORDINANCE 840.

FINANCIAL AMOUNT REQUESTED: N/A

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)

ORDINANCE 840

COUNTY OF LAURENS)

AN ORDINANCE AUTHORIZING PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BY AND BETWEEN LAURENS COUNTY, SOUTH CAROLINA AND CERTAIN COMPANIES AS SPONSOR AND SPONSOR AFFILIATE, RESPECTIVELY, IDENTIFIED COLLECTIVELY FOR THE TIME BEING AS PROJECT LIME, TO PROVIDE FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE AND CERTAIN SPECIAL SOURCE REVENUE CREDITS; AND OTHER RELATED MATTERS

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 Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "*Act*") (i) to enter into agreements with qualifying industry to encourage investment in projects constituting economic development property through which the industrial development of the State of South Carolina will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; and (ii) to covenant with such industry to accept certain payments in lieu of *ad valorem* taxes ("*FILOT*") with respect to such investment; and

WHEREAS, a company identified under the code name of Project Lime (the "*Sponsor*"), informed the County in 2017 that it intended to install a solar power facility in on land in Laurens County, South Carolina, owned by its landlord (the "*Sponsor Affiliate*"), which would result in the creation of jobs and other economic benefits to the County (the "*Project*"), provided that the Sponsor, the Sponsor Affiliate and the County reached an agreement on a FILOT package for the Project; and

WHEREAS, the County adopted an Inducement Resolution on November 14, 2017, and has determined, pursuant to the Act, to finalize with the Sponsor and the Sponsor Affiliate the FILOT incentive package for the Project according to the terms and conditions of the fee agreement referred to below; and

WHEREAS, the Sponsor has assured the County that a minimum of \$2,800,000.00 in qualifying expenditures will be invested in the Project on or before December 31, 2023;

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

Section 1. The County Council, having made a finding that the Project brings benefits to the County as set forth in Section 3 of this Ordinance, expresses its intention that this Ordinance shall fulfill the requirement under the Act as an official action on the part of the County Council relating to identifying and inducing the Project.

2nd reading draft

Section 2. The Chairman of the County Council is hereby authorized and directed to execute the Fee Agreement attached hereto in the name of and on behalf of the County, the Clerk of the County Council is hereby authorized and directed to attest to the same; and the County Administrator is hereby authorized and directed to deliver said executed Fee Agreement to the Company.

Section 3. The County hereby finds (i) the Project will benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; (ii) the project gives rise to no pecuniary liability of the County or incorporated municipality or to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

Section 4. All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

This Ordinance shall take effect and be in full force only after the County Council has approved it after three readings and a public hearing has been duly and timely held.

LAURENS COUNTY, SOUTH CAROLINA

[SEAL]

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

ATTEST:

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

READINGS:

First Reading: November 14, 2017 (title only)
Second Reading: December 12, 2017
Third Reading:
Public Hearing:

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

BETWEEN

YORK SOLAR, LLC, AS SPONSOR,

CHARLES A. PAGE JR. AND MARTHA JOYCE PAGE, AS SPONSOR AFFILIATE

AND

LAURENS COUNTY, SOUTH CAROLINA

DATED AS OF _____, 2017

PREPARED BY:

**K&L GATES LLP
134 MEETING STREET SUITE 500
CHARLESTON, SOUTH CAROLINA 29401
(843) 579-5600**

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DRAFT FOR 2ND READING

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (this "*Fee Agreement*") is made and entered into as of _____, 2017, by and between Laurens County, South Carolina (the "*County*"), a body politic and corporate and a political subdivision of the State of South Carolina (the "*State*"), acting by and through the Laurens County Council (the "*County Council*") as the governing body of the County, York Solar, LLC (the "*Sponsor*"), a limited liability company duly organized and existing under the laws of the State of South Carolina, and Charles A. Page Jr. and Martha Joyce Page, individuals (the "*Sponsor Affiliate*").

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "*Act*") of the Code of Laws of South Carolina 1976, as amended (the "*Code*") and Title 4, Chapter of the Code (the "*Multi-County Park Act*"): (i) to enter into agreements with certain entities meeting the requirements of the Act to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing corporate headquarters, 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; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, the Sponsor proposes to develop, install or operate, as applicable solar power generating facilities located at a leased site situated at Boyce Page Rd and Horse Creek Road (the "*Land*") in Laurens County, South Carolina (the "*Project*");

WHEREAS, the Sponsor Affiliate owns the Land;

WHEREAS, the Project will involve an investment which, but for this Fee Agreement, would have a value for *ad valorem* taxation purposes, of not less than \$2,800,000.00 within the time period required under the Act ("*Project Commitment*"), meeting the minimum investment requirement under the Act;

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

WHEREAS, the County Council adopted an Inducement Resolution (Laurens County Resolution No. _____) on November 14, 2017, (the "*Resolution*"), wherein the County Council, as an inducement to the Sponsor to develop the Project, committed the County to enter into, and authorized the County Administrator, County Attorney and the Executive Director of the Laurens County Economic Development Commission to negotiate with the Sponsor the terms of, this Fee Agreement;

WHEREAS, the County Council adopted an ordinance on _____, 2017, (the “*Fee Ordinance*”), as an inducement to the Sponsor to develop the Project and at the Sponsor’s request, the County Council authorized the County to enter into this Fee Agreement as a fee-in-lieu of ad valorem tax agreement with the Sponsor and the Sponsor Affiliate which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof;

WHEREAS, the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interests of the County to enter into this Fee Agreement with the Sponsor and Sponsor Affiliate subject to the terms and conditions herein set forth.

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

**ARTICLE I
PROJECT OVERVIEW**

Section 1.1. *Agreement to Waive Requirement of Recapitulation.* Pursuant to Section 12-44-55(B) of the Act, the County and the Sponsor agree to waive the requirement of including in this Agreement the recapitulation information as set forth in Section 12-44-55(A) of the Act. If the Sponsor should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Sponsor’s noncompliance that are within the County’s control.

Section 1.2. *Rules of Construction; Defined Terms.* In addition to the words and terms elsewhere defined in this Fee Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

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

“Administrative Expenses” shall mean the reasonable and necessary expenses, including attorneys’ fees, incurred by the County with respect to the Project and this Fee Agreement.

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

“Chairman” shall mean the Chairman of the County Council of Laurens County, South Carolina.

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

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

“Commencement Date” shall mean the last day of the property tax year during which Economic Development Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this Fee Agreement.

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

“County Administrator” shall mean the person appointed by the County Council to act as county administrator of the County at any one time during the term of this Fee Agreement, or in the event that the form of government of the County changes from that which is in place at the time of the execution of this Fee Agreement, the person who is authorized to perform the managerial and/or administrative duties presently assigned to the County Administrator.

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

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.2 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsor’s removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Sponsor in connection with its annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsor, except as may be necessary to take advantage of Section 12-44-160 of the Act.

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

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

“Fee Agreement” shall mean this Fee-In-Lieu of Ad Valorem Taxes Agreement.

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

“FILOT” shall mean the fee-in-lieu of taxes, which the Sponsor is obligated to pay to the County pursuant to Section 4.2 hereof.

“FILOT Payments” shall mean the payments to be made by the Sponsor pursuant to Section 4.2 hereof.

“FILOT Revenues” shall mean the revenues received by the County from the Sponsor’s payment of the FILOT.

“Investment Period” shall mean the period commencing in 2018 and ending on the last day of the fifth property tax year following the earlier of the property tax year in which Economic Development Property is placed in service or the property tax year in which this Fee Agreement is executed; provided a later date may be agreed to by the Sponsor and County pursuant to Section 12-44-30(13) of the Act.

“Land” shall mean the real estate upon which the Project is to be located, as described on Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

“Multi-County Park” shall mean that multi-county industrial/business park established pursuant to a qualifying agreement with [_____] County, dated _____, _____, and any amendments there to (the “Multi County Park Agreement”).

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“Negotiated FILOT Payments” shall mean the FILOT payments due pursuant to Section 4.2 hereof with respect to that portion of the Project consisting of Economic Development Property.

“Net FILOT Payment” shall mean a total annual payment of \$6,000 for years 1-10 of this Fee Agreement, a total annual payment of \$7,000 for years 11-20 of this Fee Agreement, and a total annual payment of \$8,000 for years 21-30 and any subsequent year of this Fee Agreement, for those years for which a FILOT is due.

“Non-Qualifying Property” shall mean that portion of the Project consisting of: (i) property as to which the Sponsor incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; and (iii) any released property or other property which fails or ceases to qualify for FILOT Payments, including without limitation property as to which the Sponsor has terminated the FILOT pursuant to Section 4.19(a) hereof. The Sponsor agrees that the real estate improvements on the Real Property as of the date of this Agreement shall constitute Non-Qualifying Property for purposes of this Agreement.

“Phase” or “Phases” in respect of the Project shall mean the Building and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day thirty (30) years after each such Phase of the Project becomes subject to the terms of this Fee Agreement with an option to extend the term for a further ten (10) years in accordance with the Act. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2053, unless an extension of time in which to complete the Project is granted by the County pursuant to Section 12-44-30(13) of the Act or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Sponsor under Section 12-44-30(20) of the Act, as amended.

“Project” shall mean the Structure and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Project Commitment” shall have the meaning set forth in the recitals to this Fee Agreement.

“Qualifying Infrastructure Costs” shall have the meaning set forth in Section 4.1 of this Fee Agreement.

“Real Property” shall mean the Land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement, all improvements now or hereafter situated thereon and all fixtures now or hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, but only to the extent that such property may be included in the calculation of the FILOT pursuant to Section 4.2 hereof and Section 12-44-60 of the Code.

“Special Source Revenue Credit” shall mean the Special Source Revenue Credit described in Section 4.1 hereof.

“Sponsor” shall mean York Solar, LLC, a South Carolina limited liability company duly qualified to transact business in the State of South Carolina and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

“Sponsor Affiliate” shall mean Charles A. Page Jr. and Martha Joyce Page and any surviving, resulting, or transferee entity in any transfer of assets; or any assignee hereunder which is designated by the Sponsor Affiliate and approved or ratified by the County.

“Structure” shall mean the structures and other improvements to be constructed or installed upon the Real Property as part of the implementation of the Project.

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its

obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The County, based on representations of the Sponsor, has determined that the Project will serve the purposes of the Act, and has made all other findings of fact required by the Act in order to designate the Project as Economic Development Property.

(c) The Project constitutes a “project” within the meaning of the Act.

(d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(e) This Agreement has been duly executed and delivered on behalf of the County.

(f) The County agrees to use its best faith efforts to cause the Land to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included with the boundaries of the Multi-County Park or another multi-county park in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

(g) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

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

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

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

(c) The Sponsor intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Sponsor intends to develop, install or operate, as applicable solar power generating facilities, to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and commits to achieve its Project Commitment by the end of the Investment Period.

(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

Section 2.3. Representations of the Sponsor Affiliate. The Sponsor Affiliate hereby represents and warrants to the County as follows:

(a) The Sponsor Affiliate owns good, marketable fee simple title to the Land.

ARTICLE III COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1. The Project. The Sponsor and the Sponsor Affiliate have acquired and/or installed since the Commencement Date or made plans for the acquisition and/or installation of certain Equipment on the Land which comprises the Project.

Pursuant to the Act, the Sponsor, the Sponsor Affiliate and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act.

Section 3.2. Diligent Completion. The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable.

ARTICLE IV PAYMENTS IN LIEU OF TAXES

Section 4.1. Special Source Revenue Credit. The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a Special Source Revenue Credit, in reimbursement of investment in Qualifying Infrastructure Costs as described below, to be applied to its annual fee-in-lieu of taxes liability equal to an amount equal to the FILOT Payments due under this Fee Agreement, to be calculated as set forth in Section 4.2, minus the Net FILOT Payment.

(a) The Special Source Revenue Credit shall be effective starting with the first property tax year following execution of this Fee Agreement and shall remain effective for the entire Fee Term. For purposes of this Fee Agreement, "Qualifying Infrastructure Costs" shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, and any other such similar or like expenditures authorized by the Code.

(b) In order to receive the Special Source Revenue Credit on the Non-Qualifying Property, the Sponsor agrees to waive the tax exemptions that otherwise may be applicable if the Non-Qualifying Property were subject to ad valorem taxes, including the exemptions allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina, and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

Section 4.2. Negotiated FILOT Payments. Pursuant to Section 12-44-50 of the Act, the Sponsor and Sponsor Affiliate are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Project. Inasmuch as the Sponsor and Sponsor Affiliate anticipate the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Sponsor and the Sponsor Affiliate have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsor

and Sponsor Affiliate shall make payments in lieu of *ad valorem* taxes on all the Equipment, Structures and Real Property which collectively comprise the Project and are placed in service, as follows: the Sponsor shall make payments in lieu of *ad valorem* taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2023, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes, less the Special Source Revenue Credit. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act and to Section 4.4 hereof):

- Step 1: Determine the fair market value of the improvements to the Real Property and Equipment in the Phase of the Project placed in service in any given year for such year and for the following 29 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Sponsor and the Sponsor Affiliate for any Equipment as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Sponsor under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement. The County and Sponsor and the Sponsor Affiliate also agree pursuant to Section 12-44-50(A)(1) of the Act that the value of the Real Property included in any Phase of the Project shall be its fair market value as determined by appraisal but the fair market value of the Real Property shall be subject to reappraisal by the South Carolina Department of Revenue not more than once every five (5) years.
- Step 2: Apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine (29) years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.
- Step 3: Use a millage rate of 313.5 mils, or the combined millage rates set for the tax year 2017 by the County and Laurens County School District (or the applicable school district) (these combined millage rates being in effect on June 30 prior to the calendar year in which this Agreement is signed as permitted by Section 12-44-50(A)(1)(d) of the Act) and any other overlapping political units having taxing jurisdiction where the Real Property is located, to determine the amount of the payments in lieu of taxes which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.
- Step 4: Reduce the calculated amounts determined in the previous Steps by the Special Source Revenue Credit as described in Section 4.1 herein. The Special Source Revenue Credit shall be shown on the bill sent by the County to the Sponsor, or paid by a check from the County Treasurer.

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

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

To the extent permitted by law, because the Negotiated FILOT Payments agreed to herein are intended to be paid by the Sponsor and the Sponsor Affiliate to the County in lieu of taxes, it is agreed that said Negotiated FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Sponsor and Sponsor Affiliate to the County in property taxes if the Sponsor and Sponsor Affiliate had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said Negotiated FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

If the Sponsor fails to make \$2,800,000.00 of investment in the Project by December 31, 2023, the County agrees, upon request of the Sponsor and the Sponsor Affiliate, that the County Council will consider, at its sole discretion, whether to allow for an extension of the Investment Period and the continued benefits of this Agreement as permitted under the Act. In the event the County Council determines that no such benefits shall be available, and the Sponsor and the Sponsor Affiliate have not invested at least \$2,500,000.00 by the end of the Investment Period, the Sponsor and Sponsor Affiliate shall owe the County retroactively the difference between *ad valorem* property taxes on the Real Property and the Equipment subject to payments in lieu of taxes under this Fee Agreement computed as if this Fee Agreement had not been in effect for such retroactive period and the payments in lieu of taxes required to be made under this Fee Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor and Sponsor Affiliate, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code (hereinafter "**Retroactive Tax Payment**").

Section 4.3. Payments in Lieu of Taxes on Replacement Property. If the Sponsor and Sponsor Affiliate elect to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Sponsor and the Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows (subject in all events to the applicable provisions of the Act):

- (a) to the extent that the income tax basis of the Replacement Property (the "**Replacement Value**") is less than or equal to the original income tax basis of the Removed Components (the "**Original Value**") the amount of the payments in lieu of taxes to be made by the Sponsor and the Sponsor Affiliate with respect to such Replacement Property shall be calculated in accordance with Section

4.2 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.2 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual fee payments are available to the Sponsor and the Sponsor Affiliate for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

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

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

Section 4.5. Place and Allocation of Payments in Lieu of Taxes. The Sponsor and Sponsor Affiliate shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

Section 4.6. Removal of Equipment. The Sponsor and Sponsor Affiliate shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "**Removed Components**") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Sponsor and the Sponsor Affiliate, in their sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof.

Section 4.7. Damage or Destruction of Project.

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor and Sponsor Affiliate shall be entitled to terminate this Fee Agreement; provided, however, that (i) if there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this Agreement, and (ii) the Sponsor and Sponsor Affiliate have not invested at least \$2,500,000.00 in the Project at the time of such termination, the Sponsor and Sponsor Affiliate shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has invested at least \$2,500,000.00 in the Project within the time period required under the Act, it shall owe no Retroactive Tax Payment.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor and Sponsor Affiliate do not elect to terminate this Fee Agreement, the Sponsor and Sponsor Affiliate may in their sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor and the Sponsor Affiliate.

All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Sponsor and the Sponsor Affiliate to the County under Section 4.2 hereof.

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

Section 4.8. Condemnation.

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

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Sponsor and the Sponsor Affiliate may elect: (i) to terminate this Fee Agreement; provided, however, that if the Sponsor and Sponsor Affiliate have not invested at least \$2,500,000.00 in the Project at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has invested at least \$2,500,000.00 in the Project within the time period required under the Act, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9. Merger of Sponsor with Related Party. The County agrees that, without again obtaining the approval of the County (to the extent permitted by the Act), the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor.

Section 4.10. Indemnification Covenants. (a) The Sponsor shall and agrees to indemnify and save the County, its agents, officers, or employees harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Project during the Fee Term, and the Sponsor further, shall indemnify and save the County harmless against and from all claims arising during the term of the Fee Agreement from (i) any condition of the Project, (ii) any breach or default on the part of the Sponsor in the performance of any of its obligations under this Fee Agreement, (iii) any act of negligence of the Sponsor or any of its agents, servants, or employees on or with respect to the Project, (iv) any act of negligence of any assignee or sublessee of the Sponsor with respect to the Project, or of any agents, servants, or employees of any assignee or sublessee of the Sponsor with respect to the Project, or (v) any environmental violation, condition, or effect with respect to the Project. The Sponsor shall indemnify and save the County, its agents, officers, or employees harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid in connection with the Project or in connection with any action or proceeding brought thereon, and upon notice from the County, the Sponsor shall defend them or either of them in any such action, prosecution or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its agents, officers, or employees, shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, or by reason of the performance of any act requested of it by the Sponsor, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County, its agents, officers or employers should incur any such pecuniary liability, then in such event the Sponsor shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or corporation, 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 Sponsor shall defend them in any such action or proceeding.

These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the 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 4.11. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Sponsor utilizes confidential and proprietary “state-of-the-art” trade equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor’s operations would result in substantial harm to the Sponsor and could thereby have a significant detrimental impact on the Sponsor’s employees and also upon the County. Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County’s police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12. Records and Reports. The Sponsor and the Sponsor Affiliate agree to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and its computations of all payments in lieu of taxes made hereunder and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to payments in lieu of taxes under the Act, including without limitation the reports required by Section 12-44-90 of the Act (collectively, “Filings”).

Notwithstanding any other provision of this Section 4.12, the Sponsor and Sponsor Affiliate may designate with respect to any Filings delivered to the County segments thereof that the Sponsor or the Sponsor Affiliate believes contain proprietary, confidential, or trade secret matters. The County shall

conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor or the Sponsor Affiliate with respect to maintaining confidentiality of such designated segments.

Section 4.13. *Payment of Administrative Expenses.* The Sponsor will reimburse the County from time to time for its Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same.

Section 4.14. *Collection and Enforcement Rights of County.* The parties acknowledge that, as provided in Section 12-44-90 of the Code, the County's right to receive payments in lieu of taxes hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of *ad valorem* property taxes and, for purposes of this application, payments in lieu of taxes due hereunder shall be considered a property tax.

Section 4.15. *Assignment and Subletting.* This Fee Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor or the Sponsor Affiliate so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act; provided, however, that in connection with any assignment or total subleasing by the Sponsor or Sponsor Affiliate in which the Sponsor or the Sponsor Affiliate requests the release of the Sponsor or the Sponsor Affiliate from this Fee Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent, and to the extent any required or further consent is requested, the County may do so by passage of a Resolution.

Section 4.16. *County's Estoppel Certificates for Sponsor's Financing Transactions.* The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor and Sponsor Affiliate, respectively, any estoppel certificates, acknowledgements or other documents certifying the full force and effect of this Fee Agreement and the absence of any default hereunder and acknowledging the continuing validity of this Fee Agreement after its transfer required in any financing related transfers authorized by Section 12-44-120 of the Act, as may be reasonably requested by the Sponsor, Sponsor Affiliate or any lender of the Sponsor and Sponsor Affiliate from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor and Sponsor Affiliate as contemplated under Section 12-44-120 of the Act.

Section 4.17. *Sponsor's Continuing Obligations After Termination by Sponsor.* In the event the Sponsor terminates this Fee Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.10, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding payments in lieu of taxes under Article IV or retroactive payments required under this Fee Agreement or the Act.

Section 4.18. *Events of Default.* The following shall be "*Events of Default*" under this Fee Agreement, and the term "*Events of Default*" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsor and the Sponsor Affiliate to make, upon levy, the payments in lieu of taxes described in Section 4.2 hereof; provided, however, that the Sponsor and Sponsor Affiliate shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Sponsor or Sponsor Affiliate to perform any of the other material terms, conditions, obligations or covenants of the Sponsor or the Sponsor Affiliate, respectively, hereunder,

which failure shall continue for a period of ninety (90) days after written notice from the County to the Sponsor and Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.19. Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) cure period the County shall grant to the Sponsor and Sponsor Affiliate (which cure period shall not be applicable in the case of failure to make the payments in lieu of taxes due under this Fee Agreement), may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

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

Section 4.20. Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Sponsor is not competent to waive.

**ARTICLE V
MISCELLANEOUS**

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

AS TO THE COUNTY: Laurens County, South Carolina
 ATTENTION: County Administrator
 100 Hillcrest Square
 Laurens, SC 29360
 (864) 984-5484

WITH COPIES TO: A. "Sandy" Cruickshanks, IV
 Laurens County Attorney
 PO Box 786
 200 N. Broad
 Clinton, SC 29325
 (864) 833-5011

AS TO THE SPONSOR: York Solar, LLC
c/o Southern Current, LLC
1634 Ashley River Road
Charleston, South Carolina 29407
ATTENTION: Greg S. K. Ness, General Counsel
(843) 277-2090

WITH COPIES TO: W. Ford Graham
K&L Gates LLP
134 Meeting Street, Suite 500
Charleston, South Carolina 29401
(843) 579-5600

AS TO THE SPONSOR
AFFILIATE: Charles A. Page Jr. and Martha Joyce Page

ATTENTION: _____
() ___ - ___; FAX: () ___ - ___

WITH COPIES TO: _____

() ___ - ___ FAX: () ___ - ___

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

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

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

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

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

Section 5.7. Further Assurance. From time to time the County agrees to execute and deliver to the Sponsor and Sponsor Affiliate such additional instruments as the Sponsor may reasonably request to effectuate the purposes of this Fee Agreement.

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

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

Section 5.10. Force Majeure. Except for payments in lieu of taxes under this Fee Agreement the due dates of which are statutorily mandated, the Sponsor and Sponsor Affiliate shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, or acts of God.

Section 5.11. Execution Disclaimer. Notwithstanding any other provisions, the County is executing this Fee Agreement as a statutory accommodation to assist the Sponsor and Sponsor Affiliate 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 Fee Agreement in reliance upon representations by the Sponsor and Sponsor Affiliate that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

(Remainder of Page Intentionally Left Blank)

DRAFT FOR PUBLIC REVIEW

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

LAURENS COUNTY, SOUTH CAROLINA

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

ATTEST:

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

SPONSOR:
York Solar, LLC

By: _____
Paul Fleury
Its: Manager

SPONSOR AFFILIATE:

Charles A. Page Jr.

Martha Joyce Page

DRAFT FOR 2ND READING

Exhibit A

Description of Real Estate

A portion of that certain piece, parcel, or tract of land, with all improvements thereon, situate lying or being in the County of Laurens, State of South Carolina, bearing Tax Map Number 022-00-00-011.

DRAFT FOR 2ND READING

NEW BUSINESS:

A) MAGISTRATE COURTS
STATE MANDATES



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: _____ DATE OF REQUEST: _____

DEPARTMENT / AGENCY: Magistrate

NAME: Jessa Anabinet

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

SIGNATURE: _____

COUNCIL ACTION REQUESTED: ① PT position to FT
② New position

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

State mandants of recently are
requiring hardships on current
staff. Asking for PT position to be FT
and, requesting a new FT position

FINANCIAL AMOUNT REQUESTED: _____

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: _____

NEW BUSINESS:

- A) NOMINATION - HENRY
LAURENS AWARD -
COUNCILMAN JONES



“THE HENRY LAURENS AWARD”

“Every fiscal year a Council member of the Laurens County Council may submit a nomination for consideration to the full Council. Nominees for the award may be submitted to any Council member by any citizen or group of citizens. Nominations must be submitted on or before April 15th of each fiscal year. Nominees may be individuals or organizations in Laurens County. A list of nominees shall be assembled by the Clerk to Council and presented to the Council during a regularly scheduled meeting in May of each year. Council shall consider the list of nominees and may award no more than seven (7) citations during any fiscal year. Nominees must be confirmed by a majority vote of the Laurens County Council at any regular meeting of the Council following receipt of the nominations. Presentation of the award(s) will be made to the confirmed nominee or a representative of the confirmed nominee during a regular meeting of the Council in June of each fiscal year.”

Directions: Any individual may nominate or support *only* one nominee for this award during any given award year.

Submission: After completing all fields, please submit the following by email attachment to bwalsh@co.laurens.sc.us - OR – by mail to Henry Laurens Award - PO Box 445, Laurens, SC 29360

DATE: 12/4/2017

HENRY LAURENS AWARD NOMINATOR INFORMATION:

First Name: Stewart

Middle Initial: O.

Last Name: Jones

Council / Company / Affiliation: Council

Present Position (Exact Title): Laurens County District 4 Council member

Address: P.O. 982

City: Laurens

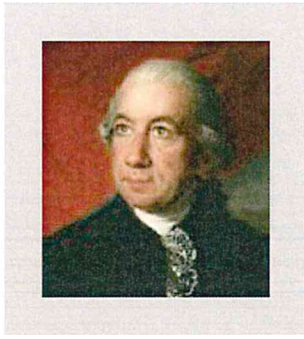
State: SC

Zip: 29360

Telephone: 864-993-4336

Fax:

Email: council4@co.laurens.sc.us



“THE HENRY LAURENS AWARD”

NOMINEE INFORMATION: (MUST RESIDE IN LAURENS COUNTY)

First Name: Carole
Middle Initial: L.
Last Name: Knight
Company / Agency Affiliation: S.O. Clerk (retired) - 37
Present Position (Exact Title): Retired
Address: 107 Woodland Way
City: Laurens
State: SC
Zip: 29360
Business Telephone:
Home Telephone: 8646848814
Fax:
Email: carole_knight@hotmail.com

NOMINEE ACCOMPLISHMENTS: (25 words or less)

In the space below, please provide a brief summary of the nominee's accomplishments and previous awards this Nominee has received:

Carole Lynch Knight served the Laurens County Sheriff's Office continuously from 1980, shortly after her high school graduation, until her retirement in 2017, a span which included six separate sheriff's administrations. Carole always had a positive attitude and took on many responsibilities outside of her job description. Her outstanding service helped to ensure that various courts ran smoothly for nearly 4 decades. Carole also consistently worked to ensure that individuals and families were treated in an appropriate and respectful manner.

Throughout her 37 years of service, she exemplified a higher standard and quality of service to the people of Laurens County.

B) APPROVAL – COUNTY
AIRPORT FIVE (5) YEAR
CAPITAL INVESTMENT PLAN



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 #: _____

DEPARTMENT / AGENCY: Airport Date of Request: 12/6/17

COUNCIL ACTION REQUESTED: No action Required just information of Airport CIP for Grants for FAA.

Short Description of Item for Consideration: This CIP is in line with the County's Long Range Plan for How FAA entitlements and State apportionment funds will be used over the next 5 years. This is a requirement that we have this submitted to the FAA by the End of the year to remain eligible for those funds.

More Detailed Description (if needed):

FINANCIAL AMOUNT REQUESTED None additional than what is already budgeted

SOURCE OF FUNDING: _____

(PLEASE – attach subject matter document pages as necessary)

AIRPORT CAPITAL IMPROVEMENT PLAN
 FY 2019 - 2023 (Including FY 2017 & FY 2018 for reference)

Last Updated: 11/29/2017

LAURENS COUNTY AIRPORT (LUX)

Fiscal Year	Description	Project Total Cost	Eligible Federal Share (90%)				Eligible State Share	Sponsor Share
			Carryover	Entitlements	Discretionary and/or State Apportionment	Total		
2017	CARRYOVER NPE FUNDS INTO FY 2017		\$0					
	AVAILABLE FEDERAL FUNDS FOR FY 2017		\$0	\$150,000		\$150,000		
	Terminal Area Landside Pvmnts Rehab: Construction (Phase 1)	\$292,482	\$0	\$150,000	\$0	\$150,000	\$14,624	\$127,858
	ANNUAL TOTAL:	\$292,482	\$0	\$150,000	\$0	\$150,000	\$14,624	\$127,858
2018	CARRYOVER NPE FUNDS INTO FY 2018		\$0					
	AVAILABLE FEDERAL FUNDS FOR FY 2018		\$0	\$150,000		\$150,000		
	Terminal Area Landside Pvmnts Rehab: Construction (Phase 2- Reimbursement)	\$0	\$0	\$113,234	\$0	\$113,234	\$0	-\$113,234
	ALP Update (pen & ink change only), Grant Services, DBE Planning	\$37,500	\$0	\$33,750	\$0	\$33,750	\$1,875	\$1,875
	ANNUAL TOTAL:	\$37,500	\$0	\$146,984	\$0	\$146,984	\$1,875	-\$111,359
2019	CARRYOVER NPE FUNDS INTO FY 2019		\$3,016					
	AVAILABLE FEDERAL FUNDS FOR FY 2019		\$3,016	\$150,000		\$153,016		
	Airfield Lighting Rehabilitation - Design, Bid, Grant Services, DBE Planning	\$136,000	\$3,016	\$119,384	\$0	\$122,400	\$6,800	\$6,800
	ANNUAL TOTAL:	\$136,000	\$3,016	\$119,384	\$0	\$122,400	\$6,800	\$6,800
2020	CARRYOVER NPE FUNDS INTO FY 2020		\$30,616					
	AVAILABLE FEDERAL FUNDS FOR FY 2020		\$30,616	\$150,000		\$180,616		
	Airfield Lighting Rehabilitation - Construction, Grant Services, DBE Planning	\$1,008,500	\$30,616	\$150,000	\$727,034	\$907,650	\$50,425	\$50,425
	ANNUAL TOTAL:	\$1,008,500	\$30,616	\$150,000	\$727,034	\$907,650	\$50,425	\$50,425
2021	CARRYOVER NPE FUNDS INTO FY 2021		\$0					
	AVAILABLE FEDERAL FUNDS FOR FY 2021		\$0	\$150,000		\$150,000		
	ALP Update (Full Planning Effort) (previous update performed in 2004)	\$200,000	\$0	\$150,000	\$30,000	\$180,000	\$10,000	\$10,000
	ANNUAL TOTAL:	\$200,000	\$0	\$150,000	\$30,000	\$180,000	\$10,000	\$10,000
2022	CARRYOVER NPE FUNDS INTO FY 2022		\$0					
	AVAILABLE FEDERAL FUNDS FOR FY 2022		\$0	\$150,000		\$150,000		
	Perimeter Safety/Security Fencing (±14,000 LF)-Design/Bid/Construct/Grants/DBE	\$909,500	\$0	\$150,000	\$668,550	\$818,550	\$45,475	\$45,475
	Land Acquisition in Approaches for Future Development	\$175,000	\$0	\$0	\$157,500	\$157,500	\$8,750	\$8,750
	ANNUAL TOTAL:	\$1,084,500	\$0	\$150,000	\$826,050	\$976,050	\$54,225	\$54,225
2023	CARRYOVER NPE FUNDS INTO FY 2023		\$0					
	AVAILABLE FEDERAL FUNDS FOR FY 2023		\$0	\$150,000		\$150,000		
	Jet-A Fuel Farm System (10,000 gallons) and Containment	\$150,000	\$0	\$135,000	\$0	\$135,000	\$7,500	\$7,500
	ANNUAL TOTAL:	\$150,000	\$0	\$135,000	\$0	\$135,000	\$7,500	\$7,500
	CARRYOVER NPE FUNDS INTO FY 2024		\$15,000					

11/29/2017

C) RFQ – COUNTY
PROFESSIONAL PARK
MARKETING



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 #: _____

DEPARTMENT / AGENCY: _____ Date of Request: _____

COUNCIL ACTION REQUESTED: ___ Approve moving forward with RFQ for marketing services.

Short Description of Item for Consideration: ___ Laurens County owns land behind the Laurens County Hospital that has been designed for a professional park. Several streets have been constructed and several lots have been sold/transferred. Some buildings have been built. The original park still has about 100 acres of undeveloped properties including several unsold lots. Several of the planned roads have not been built. This land could be marketed to private sector businesses.

Sale of this land would bring in revenues that could be used to develop the rest of the property. In addition this land would then be taxable and generate tax revenues for the County and School District. Development would also bring in jobs most likely professional jobs that have a higher pay.

It is requested that we place out an RFQ for a regional marketing firm that could market this property and potentially bring investment into Laurens County. This marketing firm may make recommendations for us to consider to make this property more marketable.

Enclosed is a portion of a similar RFQ that Spartanburg County placed out as well as the original layout and covenants of the professional park.



ND

456 16048 04/15/2008

LAURENS COUNTY HEALTH CARE SYSTEM

ORDINANCE # 385

**AN ORDINANCE TO ESTABLISH
PROTECTIVE COVENANTS
RESTRICTIONS AND CONDITIONS
FOR THE LAURENS COUNTY PROFESSIONAL PARK
LAURENS, SOUTH CAROLINA**

WHEREAS, Laurens County Council is committed to the optimum development of the area of land known as the Laurens County Professional Park, and;

WHEREAS, Laurens County Council is of the opinion that protective covenants, restrictions and conditions are necessary to enhance the long-term development of the Professional Park and to protect the investment of the citizens of Laurens County;

NOW, THEREFORE BE IT RESOLVED that Laurens County Council does, by the adoption of this ordinance, hereby enact and implement the described protective covenants, restrictions and conditions for the future development of the Laurens County Professional Park.

This Ordinance will take effect upon the completion of the appropriate readings, advertisements and public hearings, according to the law.

WITNESSETH:

WHEREAS, the Developer is the owner of the real property described in this Declaration and desires to create therein a Professional/Medical Office Park; and,

WHEREAS, the Developer desires to subject the real property described in this Declaration, together with such additions as may hereafter be made, as provided in these Declarations, to the covenants, restriction, conditions, easements, affirmative obligations, charges and liens, hereinafter set forth, each and all of which is and are hereby declared to be for the benefit of said property and each and every owner of any and all parts thereof:

NOW, THEREFORE, the Developer declares that the real property described in this Declaration, and any such additions thereto as may hereafter be made pursuant to this Declaration, is and shall be held, transferred, sold, conveyed, mortgaged or otherwise encumbered, given, donated, leased, occupied, and used subject to all the covenants, restriction, conditions, easements, charges, liens and affirmative obligations hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. "Declaration" shall mean the covenants, restrictions, easements, charges, affirmative obligations, and liens and all other provision herein setforth in this entire document, as may from time to time be amended.

Section 2. "Supplementary Declaration" shall mean and refer to any declaration of protective covenants, restriction and conditions which may be recorded by the Developer, which extends the provisions of this Declaration to one or more parcels or tracts or real property and which contains provisions for such tract or parcel of real property that are complementary to this Declaration.

Section 3. "Developer" shall mean and refer to Laurens County, its successor and assigns.

Section 4. "Property" shall mean and refer to the real property described in this Declaration and subject thereto, together with such other real property as may from time to time be added thereto and subjected to this Declaration or any Supplementary Declaration.

Section 5. "Architectural Control Committee" or "Committee" shall mean and refer to the Laurens County Planning Commission, or other body appointed by Laurens County Council, and having responsibilities described in Article III here of.

Section 6. "Building" shall mean and refer to any structure or portion of a structure situated upon the Property.

Section 7. "Lot" shall mean and refer to any parcel of land contained within the boundaries of the Laurens County Professional Park.

Section 8. "Owner" shall mean and refer to the owner as shown by the real estate records in the Office of the Clerk of Court for Laurens County, South Carolina, whether it be one or more persons, firms, associations, corporations, or other legal entity or entities of fee simple title to any Lot, but the term "Owner" shall not mean or refer to any mortgagee or holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure, or any other proceeding or deed in lieu of foreclosure and has held title for a period of one year, and the term "Owner" shall not mean or refer to any lessee, or tenant of any Owner.

Section 9. "Master Plan" shall mean and refer to the long-term strategy developed by the Planning firm of Hendrix, LeBlanc and Lewis in 1991. Laurens County Council has adopted this plan as the official strategy for the development of the Professional Park.

ARTICLE II

USE

No Lot shall be used except as specified in the Master Plan or as approved by the Developer.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. Guidelines. (a) It is the intent of the Developer that each building be individually designed to be in harmony with its surroundings and aesthetically pleasing to all public views. Considerations shall include quality of building and scale with other buildings in the vicinity; respect for an appropriate relationships with the natural features of the Lot; and thoughtful planning of external functions, including sufficient off-street parking and screening of utility areas. It is the Developer's intent to stress the necessity of building compatibility with its environment in style, site location, texture and color.

(b). The exterior of all buildings, and including all site work and a reasonably sufficient amount of landscaping, must be completed within one year after beginning construction of the Building unless such requirements shall result in great hardships to the Owner or builder due to strikes, fires, national emergencies or natural calamities.

(c). It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkept conditions of Buildings or grounds which shall tend to substantially decrease the beauty of any specific lot, or the Property as a whole.

(d). Each Owner shall provide paved, off-street parking prior to the occupancy of any Building constructed on a lot.

(e). All exterior exposed walls of each building shall be of the same materials and the same character of design.

(f). Each Owner shall provide receptacles for trash and garbage in a screened area not generally visible from any street. In addition, service yards shall be screened from view. Plans delineating the size, design, texture appearance and location of

any fences and screening devices or medium must be approved by the Committee prior to construction.

(g). All utilities and services shall be placed underground from the property line or easement to any building on a Lot. In routing utilities and services from the easement to the property line, no pavement section may be cut or in any way damaged without the prior approval of the Developer.

Section 2. Approval by the Architectural Control Committee. No building, shall be constructed, erected, altered or placed on any portion of the Property unless the construction, erection, placement or alteration of such shall have been approved in writing by the Architectural Control Committee. The Architectural Control Committee shall decide whether to approve the construction of any Building in accordance with the following procedure:

(a). Before any Building may be constructed, erected, altered, or placed on any of the Property, the following information and materials shall be submitted by the Owner or Owner's agent to the Architectural Control Committee (hereinafter collectively referred to as the "Plans". Such plans and specifications shall be prepared by one or more architects, engineers and/or landscape architects, licensed by the State of South Carolina, and submitted in writing in triplicate over the signature of the Owner of the Building Site or his authorized agent and in compliance with Laurens County Ordinance #380 (Southern Standard Building Codes). (i). A site plan showing the lot boundary, existing topographic features, the proposed location of the Building, the finished floor elevation, and all proposed site improvements including utilities, driveways parking lot(s), walkways, drainage features, landscaping, etc.; (ii) Floor plan(s), together with a schedule listing the proposed exterior materials and colors; (iv) Exterior materials and color samples or complete manufacturer's information for all proposed exterior building materials; (v) a construction schedule; and (vi) Any other information that the Architectural Control Committee may reasonably require. One copy of the Plans will be retained by the Committee for its records.

(b) Within thirty (30) days after the receipt of the Plans, the Architectural Control Committee shall determine whether the proposed building will be of suitable quality of workmanship and materials and whether the proposed exterior design, location and elevation of the building will be harmonious with existing buildings and topography. After making such determinations, the Architectural Control Committee shall do one of the following, which action must be approved by a majority of its members:

(i). Approve in writing the construction of the building in which event the Owner may commence construction of a Building in accordance with the plans and materials furnished to the Architectural Control Committee.

(ii). Disapprove in writing the construction of the Building, stating the cause of such disapproval. In the event the Architectural Control Committee

disapproves the proposed construction of a Building on any Lot, no building may be erected or placed on the said Lot without the Plans being resubmitted to the Architectural Control Committee by the Owner of said Lot, and the Architectural Control Committee approving such construction in accordance with the procedure set forth herein. The Committee may refuse to approve the Plans of any building for any reason, including purely aesthetic considerations, which, in the sole discretion of the Committee, has a reasonable basis in the Declaration.

(iii). In the event the Architectural Control Committee shall fail to approve or disapprove in writing the Plans which the Owner or the Owner's agent has submitted within the said thirty (30) day period, then the Owner shall thereupon be deemed to be authorized to commence construction of the proposed Building on the said Lot, provided that all construction work so performed on the Lot shall be only in accordance with the Plans submitted, and Ordinance #380.

(iv). In order to observe that all construction and alteration work is performed in accordance with the Plans approved for such purpose by the Architectural Control Committee, the Architectural Control Committee, its agents and representatives, shall be permitted to enter upon any Lot and any portion of the Property from time to time while any construction or alteration work is in progress and inspect the improvements being constructed or altered thereon. In order to effectuate the foregoing, each Lot shall be subject to an easement, exercisable by each and every member of the Architectural Control Committee, and the agents and representatives of the Architectural Control Committee, to enter and go upon each Lot for the purpose of inspecting all improvements being constructed or altered thereon.

Section 3. Architectural Control Committee: Membership and Term. (a). The Architectural Control Committee shall consist of the members of the Laurens County Planning Commission.

(b). Any action shall be considered by a quorum of the Committee.

Section 4. Violation of Architectural Controls. In the event that any construction or alteration work is undertaken or performed in violation of this Declaration, the Owner of the Lot upon which said construction or alteration work is undertaken or performed may be required to restore to its original condition, at his sole expense, the property upon which said construction or alteration work is undertaken or performed. Upon the failure or refusal of any Owner to perform the restoration work required herein, the Architectural Control Committee, its agents and representatives, may, after fourteen (14) days' notice to such Owner, enter upon the Lot upon which such construction or alteration work is being performed, and perform such restoration work as the Architectural Control Committee, in its sole discretion, may deem necessary or advisable. Entry upon any Lot pursuant to this Declaration shall not be deemed a trespass by the Architectural Control Committee, its agents and representatives. Such Lot Owner

shall jointly and severally be liable to the Architectural Control Committee for all direct and indirect costs as may be incurred by the Architectural Control Committee in the performance of such restoration work.

ARTICLE IV

EASEMENTS

- The Developer reserves unto itself, its successors and assigns, perpetual, alienable and releasable easements and right-of-way on, over and under the ground, as shown on the recorded subdivision plat or plats of the Property, including the areas shown thereon as rights-of-way for streets and roadways, to construct, erect, install, maintain and use electric and telephone poles, wires, cables, conduits, pipes, sanitary sewers, water mains, storm drains, and other suitable equipment for the use and conveyance of electricity, cable television, security cable equipment, telephone, gas, water, sewer or other private or public conveniences or utilities. There also shall be a permanent easement, in favor of each Lot, for the purpose of providing connection of the Lot with the utility installation, storm drainage and sanitary sewer facilities most convenient thereto. In addition, all Lots where natural drainage occurs, or where drainage pipes have been installed, are subject to a drainage easement sufficient to properly maintain drainage. The Developer, in its discretion and at its expense, may open, enlarge and maintain all natural drains for surface water whenever and wherever such action may appear to the Developer to be desirable or necessary to enhance or maintain reasonable standards of health, safety and appearance. No Building shall be erected over any area reserved above, nor shall any Owner change or alter such reserved areas in any manner that would or could change the drainage plan for the Lot of the Property.

ARTICLE V

NUISANCES

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or which may become a source of annoyance or nuisance to any Owner.

ARTICLE VI

TEMPORARY STRUCTURES

No building of a temporary character shall be placed upon any Lot or any portion of the Property at any time; provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of any Building or to any shelters maintained by the Developer.

ARTICLE VII

SIGNS

No signs or other form of advertising of any kind shall be erected, placed or altered on any part of the property without approval of the Architectural Control Committee.

ARTICLE VIII

GARBAGE AND REFUSE DISPOSAL

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers, which shall be screened from view from the streets and adjoining Lots. No trash, rubbish, garbage or other waste shall be incinerated, burned or otherwise disposed of on any Lot.

ARTICLE IX

COMBINATION/SUBDIVISION OF LOTS

Unless approved by the Developer, there shall be no combination and/or subdivisions of any Lot or Lots which produce any lot or lots smaller in area than any of the original Lots. In the event of the combination or the subdivision by the Developer or any owner by permission of the Developer, of one or more Lots, the easements created in this Declaration and referred to on applicable plats of the Property prior to the transaction, and specifically including the easements provided for in Article IV hereof, shall exist on the resulting Lots.

ARTICLE X

TERM AND AMENDMENTS

The covenants, restrictions and conditions set forth in this Declaration shall run with and bind each Lot and the Property as a whole, and shall insure to the benefit of, and be enforceable by, the owners of any Lots, or any one or more of them, their respective legal representatives, heirs, successors and assigns, for a term of ten (10) years from the date this Declaration is filed for record with the Clerk of Court of Laurens County, South Carolina, after which time said covenants, restrictions and conditions shall be extended automatically for successive terms of five (5) years. This Declaration and any of the covenants, restrictions, and condition contained herein, may be modified amended or revoked at any time by an instrument signed by the Owners of seventy-five percent (75%) of the Lots and the Architectural Control Committee, if such instrument is recorded with the Clerk of Court of Laurens County, South Carolina, agreeing to change, amend or revoke said covenants and restrictions in whole or in part. Each such instrument shall specify which of the covenants, restrictions and conditions of this Declaration shall be applied as provided herein.

ARTICLE XI

ENFORCEMENT

This Declaration may be enforced by the Owner of any Lot or any portion of the Property, and such enforcement shall be by any proceeding at law or in equity against any person or persons or other entities violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages. The failure by any Owner to enforce any covenant, restriction or condition set forth in this Declaration shall in no event be deemed a waiver of a right to do so thereafter.

ARTICLE XII

PENALTY

Any violation of provision of this Ordinance shall constitute a misdemeanor and subject the offender to a fine of \$100.00 for each week such a violation shall continue after written notice from the Architectural Control Committee. Such notice may be served upon the offender by registered or certified mail, addressed to the address furnished by the offenders to the Laurens County Tax Assessor and/or Auditor for tax purposes, by personal service, or by publication as for summons in the Court of Common Pleas.

ARTICLE XIII

SEVERABILITY

Whenever possible, each provision of this Declaration shall be interpreted and be construed in such manner as to be effective and valid; but if any provision of this Declaration, or the application thereof to any persons or to any property, shall be, at any time or times, prohibited or held invalid for any reason, by a Court of competent jurisdiction, such prohibition or invalidity shall not affect the validity or effectiveness of any provisions hereof which can be given effect without the invalid provision or application, and for this purpose all of the provision of this Declaration are hereby declared to be severable.

ARTICLE XIV

PROPERTY DESCRIPTION

IN WITNESS WHEREOF, the Developer has caused this Declaration of Protective Covenants to be executed by its duly authorized officers, and its corporate seal to be hereto affixed the day and year first above written.

FIRST READING: February 8, 1994

SECOND READING: February 22, 1994

THIRD READING: March 22, 1994

I ATTEST: Betty C. Halse
3/22/94
DATE

A. Eugenie Madden
A. Eugenie Madden, Chairman

Edward A. McDaniel
Edward A. McDaniel, Vice Chairman

Diane Anderson
Diane Anderson

Joe Edwards
Joe Edwards

Don Jackson
Don Jackson

Ernest Trammell
Ernest Trammell

Jay Weisner
Jay Weisner



Request for Proposal Number 4-18 Spartanburg County, South Carolina

Sealed Proposals must be delivered to the Office of Purchasing, Office address below, or mailed to the mailing address below. Facsimile and other electronic forms of Proposal will not be accepted. All sealed Proposals must be received by **2:00pm, EST, October 19, 2017** and then will be publicly opened. Sealed Proposals are subject to the conditions and all provisions set forth herein and attached. All qualified Proposer's are invited to submit Proposals to Spartanburg County for the following:

SPARTANBURG COUNTY REAL ESTATE SERVICES

Description of Project: Spartanburg County is seeking a qualified Firm to provide Real Estate Broker/Agent Services for the purchase of vacant, residential, or commercial Real Property and/or coordinate the sale of surplus vacant, residential, or commercial Real Property owned by the County.

Submit: One (1) unbound original and three (3) unbound copies of the Proposal, no tabs, must be received on or before **2:00pm, EST, October 19, 2017**.

Address To: Spartanburg County Government
Office of Purchasing
Room 1220
Attention: Lisa Coleman, Director of Purchasing

Mailing Address: P.O. Box 5666
Spartanburg, South Carolina 29304

Office Address: 366 North Church Street
Room 1220
Spartanburg, South Carolina 29303

Mark Envelope: Outside of sealed Proposal envelope must be marked:
RFP # 4-18 "SPARTANBURG COUNTY REAL ESTATE SERVICES", followed by your firm name and address.

Deadline Enforced

Proposals or withdrawal requests, received by the Purchasing Department after the time and date set for receipt of Proposals, are late and WILL NOT be accepted. Late Proposals are void and will be returned unopened to the Proposer, regardless of when they were mailed or delivered. It is the Proposer's responsibility to ensure timely receipt by the Purchasing Department of a Proposal.

Exhibit A

Scope of Work:

The awarded Proposer shall perform and carry out in a good, clean, and professional manner, those services necessary to complete the **SPARTANBURG COUNTY REAL ESTATE SERVICES**. At a minimum, this work shall include:

Spartanburg County is seeking a qualified Firm to provide Real Estate Broker/Agent Services for the purchase of vacant, residential, or commercial Real Property and/or coordinate the sale of surplus vacant, residential, or commercial Real Property owned by the County.

The County seeks to obtain a Real Estate Broker to act as a Broker/Agent on behalf of the County to negotiate with non-biased parties for the purchase of Real Property and/or coordinate the sale of surplus Real Property owned by the County. The County shall provide location parameters, accessibility, site criteria and price restraints to the awarded Broker/Agent for purposes of locating and identifying appropriate property for acquisition. The awarded entity shall also conduct the sale of County property in accordance with County policy. The Broker/Agent shall agree to use its resources to secure a contract in a County approved manner regarding the purchase and/or sale of Real Property.

The Broker/Agent shall perform the following duties: identify potential sites to be considered for County acquisition, research ownership records, provide documentation related to the property, work with the County's Administrator or Designee to secure the approved property and be available to perform other acquisition/sale tasks as directed by the County Administrator or Designee. The Broker/Agent shall be expected to perform negotiations on behalf of the County as a silent representative, however, the Broker/Agent shall not be authorized to enter into any contract or buy or sell any property on behalf of the County without prior approval by the County Administrator or Designee. The Broker/Agent shall develop and present periodic reports on the status of property and related transactions/negotiations to the Administrator or Designee as required. The Broker/Agent shall represent itself to all parties as working solely on the behalf of the County and in no case shall receive compensation or other benefits from a non-County Seller or Buyer regarding any County owned property.

The Broker/Agent shall purchase and sell Real Property in strict accordance with the County's Procurement Ordinance, Section 2-283(b)(9) which states, The County shall announce publicly all requirements for purchases of real property and to negotiate contracts at fair and reasonable prices for such purchases on the basis of location, accessibility, size, fitness for the particular purpose and other factors determined to be applicable to a specific purchase. Real Property sales shall be offered, advertised and transacted publicly and with adequate prescribed public notice. The County shall establish a minimum price that it will accept for the sale of any of its Real Property. The County policy requires a separate appraisal, which is not part of this proposal, to establish value for a sale and a purchase.

Contract Term

The period of this agreement shall be for one (1) year, with four 1-year optional renewals, up to 5 years maximum. The County will notify the Contractor in writing not less 30 days prior to the expiration date whether it intends to renew the contract.

After contract award, any changes that result in additional cost to Spartanburg County must be submitted in writing to Katherine O'Neill at koneill@spartanburgcounty.org for prior written approval. Do not proceed with any changes until written notification to proceed from Spartanburg County.

The successful Broker/Agent shall possess at a minimum the following qualifications:

1. A minimum of five (5) years' experience transacting the acquisition and sale of commercial property and acreage.
2. Evidence of a minimum of ten (10) completed commercial property transactions within the last three (3) years.
3. Proper license to conduct real estate business in the State of South Carolina.
4. **Note:** Proposers shall provide a list of at least three (3) references for similar projects performed in the last five (5) years.

The County may give preference to Broker/Agents that possess the CCIM Certification. Please include copy of current Certification.

The Broker/Agent shall be entitled to receive an earned percentage fee as submitted and recorded on the attached Proposal Form. Any resulting fee shall be based on the final gross sales price or exchange of property transacted during the term of this solicitation and the resulting agreement for each property acquired.

If the owner of a property signs a valid contract to sell property to the County and the County fails or refuses to complete the transaction for reasons that, in the opinion of the County are valid, the County shall not pay the Broker/Agent any fees other than the minimum fee stated by the proposer on the Proposal Form.

The successful proposer may be required to meet with the County's Administrator or Designee on an "as needed" basis to substantiate any reports or information. No undisclosed or hidden fees or costs shall be accepted.

Miscellaneous Provisions

- Please include a short narrative or Statement of Proposer's experience as a Real Estate Broker/Agent including any real estate services for a governmental entity.
- Provide a Copy of Current Real Estate License issued by SC LLR Real Estate Commission

Laurens County GIS

Parcel #534-00-00-002

OWNER

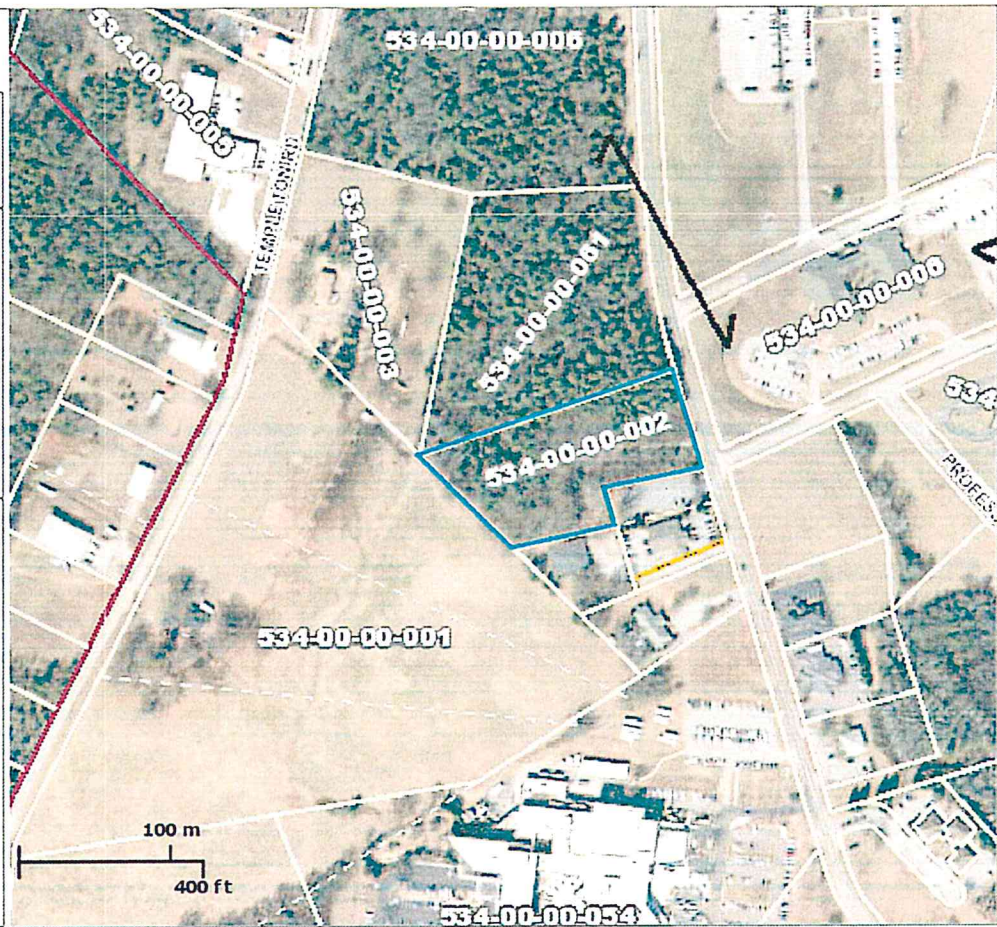
PHD BUILDERS INC
11280 HIGHWAY 56 NORTH
CLINTON SC, 29325

LEGAL

Grantors Name:PHD BUILDERS INC
Sale Price:\$150,000.00
Sale Date:12/28/2006
Deed Book:813
Deed Page:90
Plat Book:64
Plat Page:526

PROPERTY INFO

Parcel ID:534-00-00-002
Location: CHAMBER OF COMM PROOP
School District:55
Town Code:
Fire Code:D125
Acres/Lots:3.08/0



* THIS MAP IS NOT TO BE USED AS A PLAT *



Jack Sparkman
Sales Associate
Wilkinson ERA Real Estate
Mobile: (864) 423-3758
(tel:8644233758)

Medical Ridge Rd, Clinton, SC 29325 | \$225,000

(<http://www.itourmedia.com//display/video/420013/pc2.mp4>)

Medical Ridge Rd, Clinton, SC 29325

[Property Details](#) [Amenities](#) [Attachments](#) [Mortgage Calculator](#)

MLS#: 1352644 Directions

Off Highway 76 behind Laurens County HospitalOff Highway 76 behind Laurens County Hospital

Location Location Location 3.08 Acres in Medical Park Area. On Medical Ridge Road. Call Jack Sparkman 864-423-3758Location Location Location 3.08 acres in Medical Park Area. Medical Ridge Road

Sale Price \$225,000, Bathrooms 0, Annual Property Tax \$589

PROPERTY WEBSITE

(<http://era.com/listingdetail/ERAFWW7Z2>)

AGENT LISTINGS

(<http://www.itourmedia.com/listings/view?client=23088&method=search&items=16&template=era>)

D.) FIRST READING,
ORDINANCE #841 NOISE
ORDINANCE FIRST READING



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, 2017 (FOR DECEMBER 12, 2017 COUNTY COUNCIL MEETING)

DEPARTMENT / AGENCY: LEGAL

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

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

SIGNATURE: [Handwritten Signature]

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

SEE THE ATTACHED PROPOSED ORDINANCE 841 (FIRST READING) AMENDING ORDINANCE 634.

PLANNING COMMISSION RECOMMENDS FIRST READING APPROVAL OF ORDINANCE 841.

FINANCIAL AMOUNT REQUESTED: N/A

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 #841

AN ORDINANCE TO AMEND ORDINANCE 634 AND ALL OTHER MATTERS RELATED THERETO

WHEREAS, the Laurens County Council enacted Ordinance 634 for the purpose of establishing and providing regulatory matters for common sense determination of noise, disturbances and public nuisances so as to promote and protect the health, safety, and welfare of the citizens of Laurens County; and

WHEREAS, certain changes have been recommended by the Laurens County Planning Commission; and

WHEREAS, the Laurens County Council, by the authority granted by the Constitution of the State of South Carolina and through the General Assembly of the State of South Carolina in Title 4 of the South Carolina Code of Laws, 1976, as amended, may alter or amend ordinances in the same manner as enacted.

NOW, THEREFORE, BE IT ORDAINED by the Laurens County Council, duly assembled:

1. **PURPOSE:** It is the stated purpose of this Ordinance to amend the sections of 634 set forth on Exhibit A, attached hereto and made a part hereof so as to enhance the health, safety, and public welfare of the citizens of Laurens County, South Carolina.
2. **ACTION:** Pursuant to enactment of this Ordinance, Council approves and authorizes the amendments to Ordinance 634 as outlined in Exhibit A.
3. **AUTHORITY:** This Ordinance is adopted under the authority granted by the General Assembly of the State of South Carolina; the Constitution of the State of South Carolina, and such applicable portions of Title 4 of the South Carolina Code of Laws as are deemed appropriate. Jurisdiction shall be exclusively in Laurens County, South Carolina.
4. **APPLICABILITY:** The provisions and authorizations granted in this Ordinance shall apply to the Laurens County enforcement of its ordinances.
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, however, the context clearly indicated to the contrary. The use of the word "shall" is mandatory and the word "may" is permissive. All meanings, enforcement, and interpretations shall be pursuant to the laws of the State of South Carolina.
6. **EFFECTIVE DATE:** The effective date of this Ordinance shall be upon three (3) readings and a public hearing as required by law.
7. **SEVERABILITY:** Should any paragraph, clause, phrase, or provision of this Ordinance be judged invalid or held to be 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 in part or a provision thereof, other than the part so decided to be invalid or unconstitutional.

8. **AUTHORIZED SIGNATURES:** The Chairman, or the Vice-Chairman or the Administrator, attested to by the Clerk of Council, shall be authorized to execute any and all documents necessary to complete the aforementioned amendments.

[signature page follows]

1st Reading Draft 12.12.17

EXHIBIT A

**All additions, amendments and changes are in red.

ARTICLE II. - NOISE

Sec. 18-19. - Definitions.

Except as otherwise provided, all words in this article shall be given their ordinary and customary meaning.

(Ord. No. 634, § 9, 4-10-2007)

Sec. 18-20. - Standard of reasonableness.

It is the intent of the county council, in regulating noise, to take the common sense and common law determination of what constitutes a disturbance or public nuisance. Any unreasonably loud or disturbing noise that causes material, physical or mental discomfort or injury to persons of ordinary sensibilities in the immediate vicinity thereof is hereby declared to be a nuisance and is prohibited. Any noise of such character, intensity intermittent or continued duration which substantially interferes with the comfortable enjoyment of dwellings, hotels or other types of residence by persons of ordinary sensibilities is hereby declared to be a nuisance and is prohibited.

(Ord. No. 634, § 2, 4-10-2007)

Sec. 18-21. - Specific loud noises as common nuisances.

Nuisance noises shall include, but not be limited to, the use or operation of the following instruments, devices, vehicles, or pieces of equipment when operated in the manner prohibited by the terms of this article:

- (1) The playing or permitting at any time of any radio, tape recorder, phonograph, portable television, loudspeaker, sound amplifier, amplified or unamplified musical instrument, live music of any kind or any other sound-producing device by any person while inside any theater, retail store, bank, public or private building. Public or private modes of transportation, indoor or outdoor public sports area, or any other public or private area, in such manner or with such volume as to unreasonably disturb the quiet, comfort, or peace of the public or private residents.
- (2) The harboring or keeping of a dog or other animal or bird that by loud and frequent or habitual barking, howling, yelping, crying, crowing, cackling, or singing shall cause disturbance to the neighborhood.
- (3) The use or firing of explosive, firearms or other devices to cause unreasonably loud and excessive noises in an unnecessary manner or with unreasonable or unnecessary repetition, particularly but not limited to the hours between 9:00 p.m. and 7:00 a.m., so as to annoy or disturb the quiet, comfort or repose of any person of normal sensibilities in any dwelling, motel, hotel or other type of residence.

- (4) The sounding of any horn or signaling device on any automobile, motorcycle, or other vehicle on any street, road, highway, whether public or private place of the county for an unnecessary or unreasonable period of time, or with such volume as to create any unreasonably loud or harsh sound; provided that the prohibitions of this subsection shall not apply to the sounding of any horn or signaling device when used as a danger warning; and further provided that authorized emergency vehicles may use warning sounds at any time.
- (5) Motor vehicle exhausts without mufflers or with inefficient or ineffective mufflers;
- (6) The human voice when used to yell, shout, scream or the like.

(Ord. No. 634, § 3, 4-10-2007)

Sec. 18-22. - Exemptions.

The following noises shall be exempt from prohibitions of this article:

- (1) The sound produced by construction machinery, heavy-duty equipment used for construction, repair, cleaning, and maintenance of buildings, streets, or public or private premises when operated during daytime hours and shall occur no earlier than 7:00 a.m. and later than 9:00 p.m.
- (2) The sound produced by horns, sirens, and alarms used with authorized emergency vehicles or otherwise used as safety devices to alert persons to danger or attempted crime.
- (3) The sound produced by emergency repair measures necessary to restore public utilities, or to restore property to a safe condition, or to protect persons or property from imminent danger, following a fire, accident or natural disaster.
- (4) The sound produced by the following, provided there is compliance with any federal regulations applicable to the noise:
 - a. Aircraft in flight or in operation at an airport;
 - b. Railroad equipment in operation on railroad rights-of-way; or
 - c. Motor vehicles, otherwise in lawful operation.
- (5) The sound emanating from a ball park, playing field, stadium or comparable outdoor facility designed and intended for recreational or sports activities when used for organized exhibition or participator sports or recreational activities sponsored by governmental entities, churches or recognized charitable organizations.
- (6) Any commercial racetrack or dirt track, which was in existence prior to the enactment of Ordinance No. 538, is exempt. All commercial racetracks or dirt tracks established after that time (September 2001) shall be subject to the following operational conditions and restrictions:
 - a. All racecars shall be required to be equipped with 95 dB rated (NHRA standards), safety approved mufflers. No bypass of the muffler system is permitted.
 - b. Responsibility for inspection and compliance with the requirement of these mufflers shall be upon the track owner or operator before the racecar is allowed to participate in a race.
 - c. In the event the sheriff receives complaints pursuant to this article, the sheriff has the right to inspect the racecars to ensure compliance.
 - d. The sheriff may also conduct inspections at his convenience at any time.
 - e. If the owner or operator is found to have allowed a racecar to violate the muffler provision of this subsection (6), the owner or operator shall be subject to a fine as determined by the sheriff's department. Any owner or operator who shall be found guilty of a violation of the provisions set forth in this subsection (6) shall be guilty of a misdemeanor.

(Ord. No. 634, § 4, 4-10-2007)

Sec. 18-23. - Enforcement factors.

- (a) In the enforcement of this article, an enforcement officer may be required to exercise judgment in determining if a particular noise is sufficiently loud or otherwise so offensive that it would substantially interfere with persons occupying nearby public or private property. When making such determinations, the enforcement officer may consider the following and other relevant factors:
- (1) The volume of the noise;
 - (2) The intensity of the noise;
 - (3) Whether the nature of the noise is usual or unusual;
 - (4) Whether the origin of the noise is natural or unnatural;
 - (5) The type and intensity of ambient noise, if any;
 - (6) The general characteristics of the area from where the noise is coming;
 - (7) The time of day or night that the noise is occurring;
 - (8) The reasonable expectation of quiet that could be expected by individuals on public or private property surrounding the area where such noise is occurring.
- (b) The provisions of this article shall not apply to nor supersede the provisions of the current ordinances regulating go karts, atvs, and other motorized vehicles.

(Ord. No. 634, § 5, 4-10-2007)

Sec. 18-24. - Enforcement procedures.

- (a) *Authority.* All law enforcement officers in the ordinary course of their duties shall have the authority to advise persons of the provisions of this article and request compliance without having received a complaint from any member of the public. However, no charge shall be made until the person has first been provided an opportunity to abate the offending noise without penalty. If, in the judgment of the law enforcement officer, the disturbance of the public tranquility is such that it disturbs the public order, the law enforcement officer may issue a summons for the offense.
- (b) *Evidence.* The complaints of three or more persons, or the complaint of a law enforcement officer, is prima facie evidence that sound regulated by this article has been produced.
- (c) *Violation.* A violation of this article shall be considered a misdemeanor and subject to the jurisdiction of the magistrate's court.

(Ord. No. 634, § 6, 4-10-2007)

Sec. 18-25. - Penalties.

Any person who shall violate the provisions of this article shall be guilty of a misdemeanor.

- (1) If convicted of a first offense, the fine shall be not less than \$100.00 nor more than \$500.00, or imprisonment of not more than 30 days.
- (2) If convicted of a second offense, the fine shall be not less than \$500.00, nor more than \$750.00, or imprisonment of not more than 30 days.
- (3) If convicted of a third offense, the person that violates the provisions of this article shall be required to immediately cease and desist from further operation of the sound-producing device.

The county may seek injunctive relief, or any appropriate remedy available at law or in equity, in a court of competent jurisdiction to ensure compliance.

(Ord. No. 634, § 7, 4-10-2007)

Sec. 18-26. - Construction of article.

This article is declared to be remedial, and shall be constructed to secure the beneficial interests and purposes of public safety, health and general welfare. Neither the county sheriff's office nor its employees shall be liable in tort for damages sustained as a result of sound produced in excess of the requirements of this article and shall not be held to deprive any county or state agency of any power or authority which it had on the effective date of the ordinance from which this article is derived or any remedy then existing for the enforcement of its orders, nor shall it deprive any individual, business or corporation of its legal rights as provided by law.

(Ord. No. 634, § 8, 4-10-2007)

**All additions, amendments and changes are in red.

END OF EXHIBIT A

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E.) RFP/Q COURTHOUSE
REMODEL CONSULTANTS



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: Public Works Date of Request: 12/7/2017

COUNCIL ACTION REQUESTED: Approve publishing a RFQ for Historical Courthouse Preservation and entering into a contract with Architectural Firm

Short Description of Item for Consideration: The Historic Courthouse is an iconic part of the county as well as the City of Laurens. Recent events have brought to light the current

More Detailed Description (if needed): _____

condition of the building. While the building remains in overall good condition, the exterior of the building is showing some signs of significant decay. Removal of the overgrown trees and trimming other vegetation has exposed rotting wood, cracked stucco, and non-functioning gutters. In addition, high moisture levels on the interior of the exterior walls of the building points toward moisture intrusion to the structure. As this building approaches 200 years of age, it is important that the building is preserved properly and a plan is put in place to do so. We are recommending soliciting proposals from qualified architectural firms to evaluate the building, produce preservation projects and prioritize those projects so that we can formulate a capital plan for preservation. An example of a proposal from a qualified architectural firm is attached.

FINANCIAL AMOUNT REQUESTED Not to exceed \$25,000

SOURCE OF FUNDING: Contingency

(PLEASE – attach subject matter document pages as necessary)

June 26, 2017

Mr. Rob Russian
Director of Public Works
Laurens County
P.O. Box 238
Laurens, SC 29360

Subject: Laurens County Courthouse Conditions Assessment

Dear Mr. Russian:

Outlined below for your consideration is our proposal for providing the conditions assessment services for the historic Laurens County Courthouse located in the City of Laurens South Carolina.

Project Purpose

The objective of this project will be the development of a Conditions Assessment Report that will help facilitate the preservation of the Laurens County Courthouse, to include prioritizing, planning and funding the rehabilitation work.

Scope of Work

Existing Conditions Investigation:

- Document existing conditions with photographs
- Visually assess existing conditions of the building systems
 - Structural
 - Electrical
 - Mechanical
 - Plumbing
 - Moisture control
 - Water drainage
 - No destructive or hazardous materials testing is included as a part of this study

DP3 ARCHITECTS, LTD.
211 East Broad Street
Greenville, SC 29601
T 864.232.8200
F 864.232.7587

Recommendations:

- Prioritize maintenance needs of the Project
- Provide recommendations for stabilization repairs requiring immediate attention
- Provide recommendations for climate control systems

Owner Supplied Information

The Owner will provide the following information if available:

- As-built drawings of the building.
- Historical documentation.
- Previous building or site investigations.

Compensation

Compensation to accomplish the Scope of Work outlined above will be a lump sum of \$22,000 (twenty-two thousand dollars). This will include visits to the site as necessary to document the existing conditions to complete the Scope of Work

Mr. Rob Russian
30 June 2017
Page 2

above, an overview meeting after the investigation to review the findings, and (2) two copies of a final, written report of the findings and the related postage.

Additional Services

Additional Services will be on an hourly basis at the rates set forth in the Rate Schedule attached hereto, and agreed upon prior to any additional services in writing by the Owner.

Additional expenses incurred in the interest of this Project will be invoiced at one and one-tenth (1.1) times the costs expended and will include items such as additional copies of the report. Additional travel other than required for evaluating the conditions of the Project will be invoiced to match the allowed rate as established by the IRS.

Owner's and Architect's Representatives

The Architect's Representative will be Mr. John Dunham, (864) 232-8200

We appreciate the opportunity to work with the County of Laurens to bring this project to fruition. Should you have any questions regarding this proposal, please contact myself or John Dunham.

Proposed by:

Accepted by:



Michael T. Pry, AIA
Senior Associate
DP3 Architects, Ltd.

Mr. Rob Russian
Director of Public Works
Laurens County

cc: File 7

F.) DHEC FLOORING CONTRACT



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: Public Works Date of Request: 12-6-2017

COUNCIL ACTION REQUESTED: Authorize Public Works to enter into a contract with DHEC to fund the replacement of flooring for the Health Department

Short Description of Item for Consideration: A regional supervisor for DHEC is in the process of obtaining funding up to \$100,000. DHEC would like to use this money to fund the

More Detailed Description (if needed): _____

replacement of flooring at the LaReNS Health Department. The flooring at the county owned building is in need of replacement as it is about 28 years old and showing some severe deterioration. In addition, there appears to be excess moisture in the concrete under the flooring. The funding from DHEC would be used to correct the moisture problem as well as replace as much flooring as possible on the Health Department side of the building. No county funds would be used for the project.

FINANCIAL AMOUNT REQUESTED None

SOURCE OF FUNDING: DHEC

(PLEASE – attach subject matter document pages as necessary)

DECEMBER 12, 2017

LAURENS COUNTY LIBRARY
RIBBON CUTTING LAUNCHING
THE NEW LIBRARY BOOKMOBILE

~ ~ ~ ~ ~

4:45P.M. Welcome Ann Szypulski, Library Director

Introductions:

A.) Laurens County Council

– Joe W. Wood, Jr., Council Chairman

B.)Laurens County Library Board Members

- Dr. John Womack, Chairman of Library Board

B.) Laurens County Friends of the Library

C.) Library Bookmobile, Julian Shabazz, Driver

4:50 P.M. Pictures

5:00 P.M. Ribbon Cutting

5:05 P.M. Bookmobile Tour

You are cordially invited

*Ceremony for
"The Forgotten Ones"
Potters Field*

Date: Sunday, December 10, 2017

Time: 1:00 P.M.

Location: Potters Field

Laurens County Memorial Home

Hosted by: Laurens County Coroner

FACT SHEET - NOVEMBER 28, 2017

LAURENS COUNTY LIBRARY BOOKMOBILE

The Bookmobile is an integral part of service provided by the Laurens County Library. The Bookmobile embodies the Library's mission statement --*Serving Laurens County communities, Sharing our resources, and Supporting the success of our children and citizens* -- by travelling throughout the county to make library services available and to promote literacy for all of our citizens.

Bookmobile Service - In FY 16/17 the Bookmobile had 2,564 visits and 22,098 items were checked out by our visitors. The Bookmobile makes approximately 50 stops per month, including community stops, assisted living facilities, apartment complexes, and home visits. Locations of stops can be found on the library's webpage www.lcpl.org. Stops are determined by interest and usage, distance from library and physical, economic or social needs. Outreach services also includes off-site programming, and outreach to schools, daycare facilities, assisted living facilities, day camps and other community programs and gatherings. The Bookmobile Librarian is Julian Shabazz, and can be reached at 864-681-7323, ext. 219 for more information about stops and schedules.

History of Bookmobile - First motorized bookmobile service in Laurens County was a converted milk truck that was funded by WPA in 1940. Laurens County Library's first custom built Bookmobile was acquired in 1957. The truck that is being replaced was purchased in 1998 for \$33,000 and has over 105,000 miles – all of it in Laurens County.

The new Bookmobile - Purchased from Farber Specialty Vehicles, a company in Ohio that specializes in bookmobiles and other service vehicles. The Bookmobile is approximately the same size as the previous one. It is 26 feet long and will hold approximately 5,000 items available for check out.

The new Bookmobile will include a wheelchair lift for full accessibility. Another addition is an awning to facilitate expansion of services in nice weather. It will also have updated safety features including navigational cameras.

Cost: \$145,227. Funded by Laurens County Council appropriation (\$115,227), SC Lottery funds (\$25,000) and the Laurens County Friends of the Library (\$5,000).

The outside graphics of the Bookmobile are designed to reflect the beautiful rural countryside of Laurens County. The new Bookmobile will begin full operation on January 2, 2018.

It's just in time for holiday cheer!
Come celebrate with us!

THE NEW BOOKMOBILE IS HERE!

Join us for tours, refreshments and fun from
3 - 5 PM on:



DECEMBER 18, 2017

Clinton Library

107 Jacobs Hwy, Clinton, SC



DECEMBER 21, 2017

Laurens Library

1017 West Main St, Laurens, SC



A ribbon cutting ceremony will
be held on **DECEMBER 12, 2017**
at 4:45 PM at the **HISTORIC
LAURENS COURTHOUSE** at
the Public Square, Laurens, SC.



lcpl
LAURENS COUNTY PUBLIC LIBRARY