



AGENDA – AUGUST 14, 2018



AGENDA
LAURENS COUNTY COUNCIL
AUGUST 14, 2018 – 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 – August 14, 2018
5. Approval of Minutes - July 24, 2018 Regular Meeting
6. Reports To Council:
 - a) Cindy Burke, Laurens County Treasurer – Recognizing EMS
7. Old Business:
 - a) Second Reading, Ordinance #850, Amending Ordinance #425, Private Landfill - Fee Increase
 - b.) Second Reading, Ordinance #851, Amending Ordinance #741 (Flood Prevention)
8. New Business:
 - a) First Reading, Ordinance #852, Extending 1998 BMW FILOT Agreement
 - b) Refinancing, ISO Poly, Incorporated, Leaseback
 - c) Resolution #2018-35 – ADA Compliance
9. Public Comment - Fifteen (15) Minute Period for Public Comment (*Required to sign in prior to the meeting*)
10. County Council Comments:
11. Executive Session: None
12. Adjournment



MINUTES - JULY 24, 2018



MINUTES
JULY 24, 2018
LAURENS COUNTY COUNCIL
HISTORIC COURTHOUSE – COUNCIL CHAMBERS

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

COUNCIL MEMBERS ABSENT: Councilman Ted Nash (illness).

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

STAFF ABSENT: None.

DEPARTMENT HEADS PRESENT: Lisa Inabinett, Magistrate Judge; Lisa Kirk, Finance Director; Debi Parker, Human Resources Manager; Jo y Avery, Director, E-911 / Communications; Andy Howard, Parks, Recreation and Tourism Director; Matt Pennington, Director, County Emergency Medical Services; Greg Lindley, Director of Fire Services; Cindy Burke, Laurens County Treasurer; Lynn Lancaster, Clerk of Court; Billy Wilson, Vehicle Maintenance/Procurement Officer and Chuck Bobo, Codes Official.

PRESS: Vic MacDonald, *The Clinton Chronicle*; Iva Cadmus, WLBG Radio and John Clayton, *The Laurens County Advertiser*.

SCHEDULED AGENDA ITEMS – JULY 24, 2018 – 1.) Call to Order; 2.) Invocation – Councilman Pitts; 3.) Pledge of Allegiance; 4.) Approval of Agenda – July 24, 2018; 5.) Approval of Minutes – July 10, 2018; 6.) Reports to Council – John Lummus - Upstate Alliance; 7.) Old Business: a.) Approval of Resolution #2018-32 Presbyterian College Real Estate Foundation; b.) Public Hearing Ordinance #846 Fiscal Year 2018/2019 – County Budget; c.) Third and Final Reading Ordinance #846 Fiscal Year 2018/2019 – County Budget; d.) Public Hearing Ordinance #847- Fiscal Year 2018/2019 - Fire Service Budget; e.) Third Reading Ordinance #847 - Fiscal Year 2018/2019 - Fire Service Budget; f.) Public Hearing Ordinance #848 – Fiscal Year 2018/2019 - Local Option Sales Tax; g.) Third Reading Ordinance #848 - Fiscal Year 2018/2019 - Local Option Sales Tax; h.) Public Hearing Ordinance #849- Rescinding of Probate Fees Ordinance #482; i.) Third Reading Ordinance #849- Rescinding of Probate Fees Ordinance #482; k.) Ordinance #814 Junk Yards – Update by Planning Commission - Informational Only; 1.) Resolution #2018-33 - Establishing EMS Fund #128 as a Special Revenue Fund; 8.) New Business: a.) Variance Request – Bentley - Kellet Family Land (Planning Commission); b.) Approval - Faulk and Foster Cell Tower (Planning Commission); c.) Approval - American Disability Act Policies and Procedures; d.) Resolution #2018-34 - Abbeville County Joint Development Park Amendment; e.) First Reading - Ordinance #851 amending Ordinance #741 (Flood Prevention); f.) Approval - EMS Health Data Exchange Contract; g.) Clinton Fire Contract; h.) Request to Purchase Fire Rescue Truck (Part of Long Range Cap Plan); i.) Discussion Procurement Card usage, guidelines and online posting - Councilman Jones; 9.) Public Comment; 10.) County Council Comments; 11.) Executive Session: a.) Economic Development - b.) Contractual Matter – Duncan Property; 12.) Adjournment.

MEETING NOTIFICATION – The requesting general public, department heads 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.

PUBLIC COMMENT SIGN UPS – 1.) Brenda Stewart; 2.) Lance Robertson; 3.) Jessica Holman.

CALL TO ORDER – Chairman Wood called the meeting to order at 5:30 P.M.

APPROVAL OF AGENDA – Chairman Wood asked for approval of the agenda and any additions or deletions from the agenda.

COUNCILMAN PITTS made the MOTION to approve the July 24, 2018 agenda with COUNCILMAN MCDANIEL SECONDING; VOTE 6-0.

APPROVAL OF MINUTES – JULY 10, 2018 - COUNCILMAN MCDANIEL made the MOTION to approve the July 10, 2018 minutes. COUNCILMAN JONES SECONDING; VOTE 5-0.

REPORTS TO COUNCIL- Mr. John Lummus, President / CEO, Upstate Alliance, approached Council stating that he would be providing an update on the trends noted in the Upstate.

Mr. Lummus said, “There are three (3) trends noticed within the Upstate. Trend one (1), the size of the projects is noting that major projects are down fifty percent (50%) over the last ten (10) years nationwide. Industry bringing over fifty (50) jobs and millions of dollars have declined. It’s the middle market firms that are creating the new job growth. A comparison is eighty six percent (86%) from 1995 to 2013 were created by firms already located in the Upstate. This is where we will see our future jobs. In 2015 there were five employees per million dollar investments while in 1980 there were twenty five (25) employees. The major industrial investors offer more industry coming towards the supporting clusters of the industry – Automotive – Advanced Materials and Aerospace. Trend two (2) the growing demand for innovation. And trend three (3), the expanding role in the world markets. The upstate share of the foreign jobs is twice the national average. The world’s middle class is growing with eighty percent (80%) outside the United States. The key to our region is marketing ourselves”.

Chairman Wood thanked Mr. Lummus for his time and information.

OLD BUSINESS:

APPROVAL OF RESOLUTION #2018-32 PRESBYTERIAN COLLEGE REAL ESTATE FOUNDATION – Chairman Wood explained that this was a Resolution of Council supporting the issuance of Jobs Economic Development Revenue Bonds for Presbyterian College in the principal amount of not exceeding sixty million four hundred twenty dollars (\$60,420,000).

COUNCILMAN PITTS made the MOTION to approve the Resolution towards Presbyterian College with COUNCILWOMAN ANDERSON SECONDING; VOTE 6-0.

PUBLIC HEARING ORDINANCE #846 FISCAL YEAR 2018/2019 – COUNTY BUDGET – Chairman Wood opened the public hearing at 5:50 P.M.

With no one wishing to address Council, Chairman Wood closed the public hearing at 5:51 P.M.

THIRD AND FINAL READING ORDINANCE #846 FISCAL YEAR 2018/2019 – COUNTY BUDGET

In review Administrator Caime stated, “Following over six (6) meetings and incorporating the necessary changes the budget resulted in no tax increase, a solid waste management increase of five dollars (\$5.00), compensation for our employees. Spending is right at twenty three million dollars (\$23,000,000). The Solid Waste Management increase will not pay for the service but it will help to fill the gap”.

- 1.) A tax of sufficient mills is levied on all taxable property of Laurens County for Fiscal Year 2018-2019.
- 2.) Allowable index is 2.55%
- 3.) General Fund appropriations for Fiscal Year 2018-2019 – Victims Assistance - \$110,817.00
- 4.) Solid Waste Management Fee for each household of \$65.00
- 5.) Laurens County Road Fee for each registered vehicle of \$16.00
- 6.) And other fees as deemed appropriate by Council

7.) Appropriated funds by millage:

- a.) Special Revenue Fund of three hundred forty thousand dollars (\$340,000) to help offset costs and related expenditures associated with collections of delinquent taxes; and, funds within this Special Revenue Fund are to be transferred as established by the requirements of the account.
- b.) Special Revenue Fund of two hundred nine thousand dollars (\$209,000) to offset costs and related expenditures associated with the Detention Center by the Sheriff's Office; and, funds within this Special Revenue Fund are to be transferred from the restricted cost account as established by the requirements of the account.
- c.) Special Revenue Fund of seventy thousand dollars (\$70,000) for separate accountability to offset the costs and related expenditures associated with the – state drug revenues, federal drug revenues, child support process, scrap metal fees and sec offender registration fees by the Sheriff's Department.
- d.) A tax of sufficient millage equal to eleven million two hundred nineteen thousand seven hundred dollars (\$11,219,700) to fund the County Budget for Fiscal Year 2018/2019 to be levied on all eligible taxable property.
 - The County Auditor is to recommend to Council, for approval, a sufficient millage levy for the operations and direct expenditures.
 - The County Treasurer is to collect the millage funds from all taxable property.
 - Both the County Treasurer and the County Auditor are directed to fund bond repayment funds for payment of the debt service of the County.
 - All excess revenues are to be retained in the Undesignated Reserve Fund and carried forward from year to year.
- e.) A tax of 1.0 mills is to levied on all eligible taxable property for Fiscal Year 2018/2019 and held in the Laurens Special Revenue Fund for the operations of the University of South Carolina Union at Laurens and Piedmont Technical College with the funds generated, to be allocated as ninety percent (90%) to Piedmont Technical College and ten percent (10%) to the University of South Carolina Union at Laurens. Disbursement of funds are to be made on February 1, 2019 and June 1, 2019. This Special Revenue Fund shall be carried forward from year to year as a fund balance and appropriated at a future budget or budget amendment.
- f.) A tax of 7.32 mills for Laurens County Emergency Medical Service Special Revenue Fund levied on all taxable property. This levy shall be combined with other revenue sources and appropriations for the operations and expenses.
 - The County Auditor is to levy a sufficient millage for the operations and direct expenditures.
 - The County Treasurer is to collect the millage funds from all taxable property.
 - All excess revenues are to be retained in the Special Revenue Fund and carried forward from year to year.
- g.) A tax of 6 mills shall be levied on all eligible taxable property as per Ordinance #654 for the Deficit/Reserve Special Restricted Revenue Fund.

- The County Auditor is to levy a sufficient millage for the operations and direct expenditures.
 - The County Treasurer is to collect the millage funds from all taxable property.
 - All revenues collected are to be retained in the Special Restricted Fund and carried forward from year to year as a fund balance with appropriations made by County Council.
- 8.) All capital projects and multi-year appropriations made by a prior year ordinance where monies were obligated or encumbered are carried forward and re-appropriated. Unexpected appropriations for uncompleted capital projects and multi-year grants are carried forward as part of the budget. All unexpended appropriations, except those carried forward shall lapse with monies reverted to the fund balance from which appropriation originated.
- 9.) Capital Lease/Purchase not to exceed \$1,033,900.00.
- The County Auditor is to levy a sufficient millage levy.
 - The County Treasurer is to collect the millage funds from all taxable property.
- 10.) The County is mandated by the State of South Carolina to appropriate approximately one hundred ninety four thousand dollars (\$194,000) in additional funding for the pension program. To pay this the funds shall be the general fund reserves

COUNCILWOMAN ANDERSON made the MOTION to approve Ordinance #846 upon third reading with COUNCILMAN MCDANIEL SECONDING for comments from Council.

Councilman Jones noted that he would approve the budget, as he sees more good than bad with what has been presented.

COUNCIL VOTED 5-0-1 (Chairman Wood abstained).

PUBLIC HEARING ORDINANCE #847- FISCAL YEAR 2018/2019 - FIRE SERVICE BUDGET -
Chairman Wood opened the public hearing at 5:54 P.M.

With no one wishing to address Council, Chairman Wood closed the public hearing at 5:55 P.M.

THIRD READING ORDINANCE #847 - FISCAL YEAR 2018/2019 - FIRE SERVICE BUDGET -
COUNCILWOMAN ANDERSON made the MOTION to approve Ordinance #847 upon third reading with COUNCILMAN MCDANIEL SECONDING for discussion.

- 1.) The Auditor and Treasurer are requested to levy twenty (2) mills for the operational budgets for the County Fire Service.
- 2.) The percentage increase is one percent (1%).
- 3.) Fiscal Year Budget 2018-2019 allows the following:
 - a.) Funds generated by 18.1 mills for Directors Office operations;
 - b.) Funds generated by 1.9 mills will be for the Fire Capital Fund and carried forward year to year;
 - c.) Capital project are budgeted per projects and may be carried forward from year to year;
 - d.) A three million dollar (\$3,000,000) budget.

COUNCIL VOTED 6-0.

PUBLIC HEARING ORDINANCE #848 – FISCAL YEAR 2018/2019 - LOCAL OPTION SALES TAX -

Chairman Wood opened the public hearing at 5:56 P.M.

With no one wishing to address Council, Chairman Wood closed the public hearing at 5:57 P.M.

THIRD READING ORDINANCE #848 - FISCAL YEAR 2018/2019 - LOCAL OPTION SALES TAX -

Chairman Wood stated that this Ordinance amends and directs the allocation of up to twenty nine percent (29%) of the Local Option Sales Tax. Also, this will be reviewed and presented to Council before September 1, 2018 to determine the actual percentage to be used.

VICE CHAIRMAN TOLLISON made the MOTION to approve Ordinance #848 upon third reading with COUNCILWOMAN ANDERSON SECONDING.

COUNCIL VOTED 6-0.

PUBLIC HEARING ORDINANCE #849- RESCINDING OF PROBATE FEES ORDINANCE #482

Chairman Wood opened the public hearing at 5:58 P.M.

With no one wishing to address Council, Chairman Wood closed the public hearing at 5:59 P.M.

THIRD READING ORDINANCE #849- RESCINDING OF PROBATE FEES ORDINANCE #482 –

Attorney Cruickshanks stated that this is to repeal and rescind Ordinance #482 and directs that the adoption of such fees and charges to be approved by Resolution with direction of the County Probate Judge.

COUNCILMAN MCDANIEL made the MOTION to approve with COUNCILWOMAN ANDERSON SECONDING for discussion.

Councilman Pitts asked for clarification as to what the fees are for geological research. Attorney Cruickshanks replied that it is all in the Resolution.

VOTE 6-0.

ORDINANCE #814 JUNK YARDS – UPDATE BY PLANNING COMMISSION - INFORMATIONAL ONLY- Administrator Caime informed Council that this is provided as information only at this time for Council review and that it had already had two readings. The Planning Commission has again reviewed the Ordinance making changes in red.

Chairman Wood noted that he did not have any problems with the Ordinance as to the way it was written.

Vice Chairman Tollison asked about the grandfathered section of section four (4) that talks about the screening and allowing a one (1) year to secure the screening. He said that he felt that was too long of a period for this requirement.

Referring to section eight (8), Vice Chairman Tollison stated that he did not understand the citation / violation...is it a fine or a written violation with a slap on the wrist. Attorney Cruickshanks replied that it was a ticket noting a court process with a hearing and if found in violation of the ordinance, you will be fined.

Councilman Jones said, "I like a lot of the changes. Some of the things that I thought were way over reaches before was out of line. I am now in favor of this".

Chairman Wood asked for the staff to schedule a public hearing and third reading.

RESOLUTION #2018-33 - ESTABLISHING EMS FUND #128 AS A SPECIAL REVENUE FUND –
Administrator Caime said, “The purpose of this Resolution is to establish a Special Revenue Fund for EMS. Any funds accumulated in this fund will be reported to Council on a quarterly basis”.

COUNCILMAN JONES made the MOTION to approve the Resolution towards establishing an Emergency Medical Services Special Revenue Fund with VICE CHAIRMAN TOLLISON SECONDING; VOTE 6-0.

NEW BUSINESS:

VARIANCE REQUEST – BENTLEY - KELLET FAMILY LAND (PLANNING COMMISSION)
Administrator Caime said, “This was brought to Council due to the lack of a quorum with the Planning Commission. The Ordinance in place does not allow this as a normal practice and requires an approved variance. This is family land – a one (1) acre tract and as it is now does not meet the Roads Standards”.

Councilwoman Anderson said, “I have no problem doing this as it is family land. I want the Planning Commission completely informed of this. This Ordinance needs to be reviewed with any revisions necessary”.

VICE CHAIRMAN TOLLISON made the MOTION to approve the variance request for the Bentley / Kellet family land with COUNCILMAN PITTS SECONDING; VOTE 6-0.

APPROVAL - FAULK AND FOSTER CELL TOWER (PLANNING COMMISSION) – Administrator Caime stated, this is being brought to Council due to a non-quorum status of the Planning Commission.

Chairman Wood noted that all paperwork seems appropriate and is per the ordinance.

Verizon Site Name: GREEN PEA

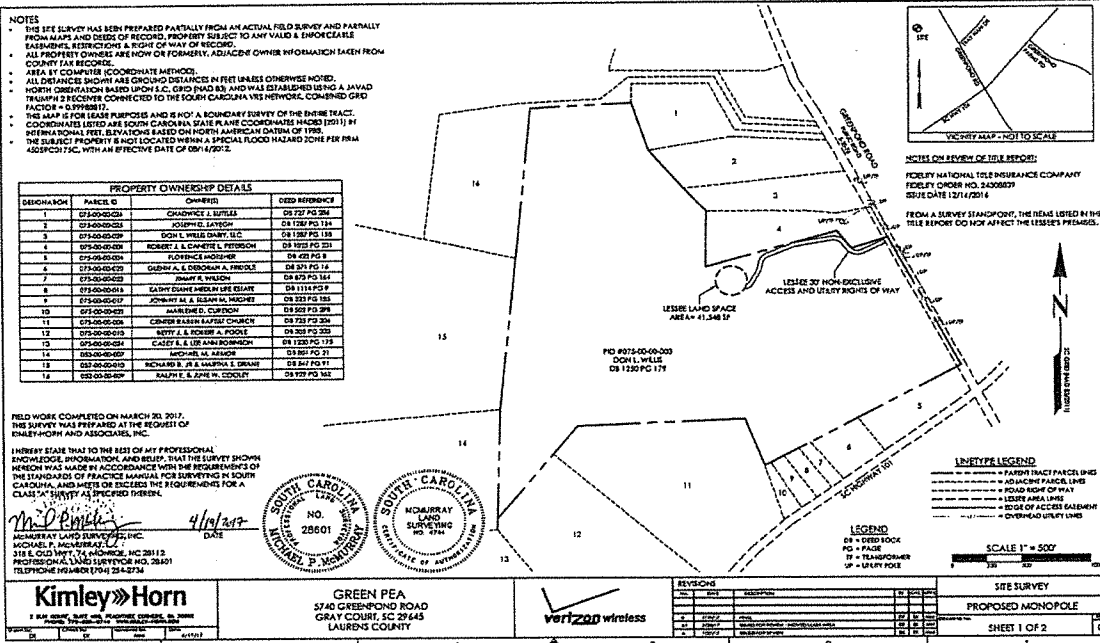
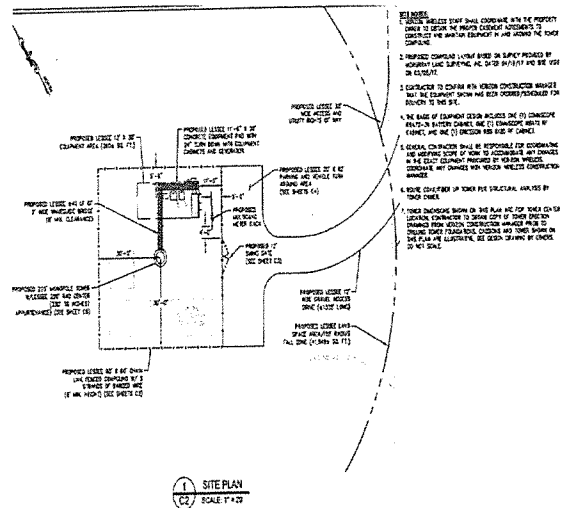
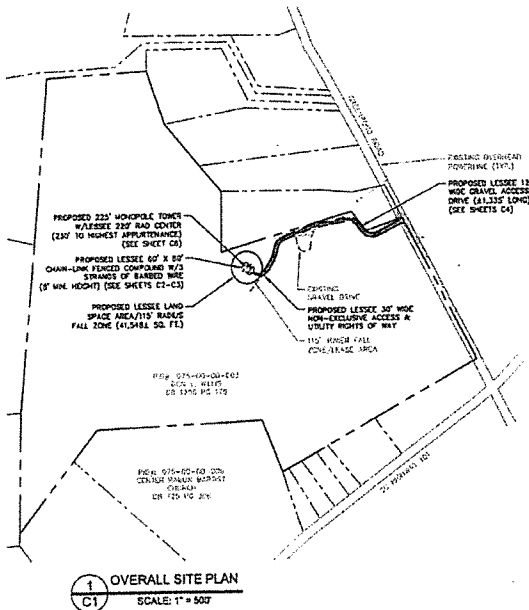
Project Description: Verizon proposes to place a 225' monopole tower with a 5' lightning arrester and associated 12' x 30' equipment pad, with outdoor equipment, within a 60' x 60' fenced compound on a 100' x 100' leased area. (See enclosed drawings for details (Exhibit A). This tower will have provisions on the tower for multiple carriers.

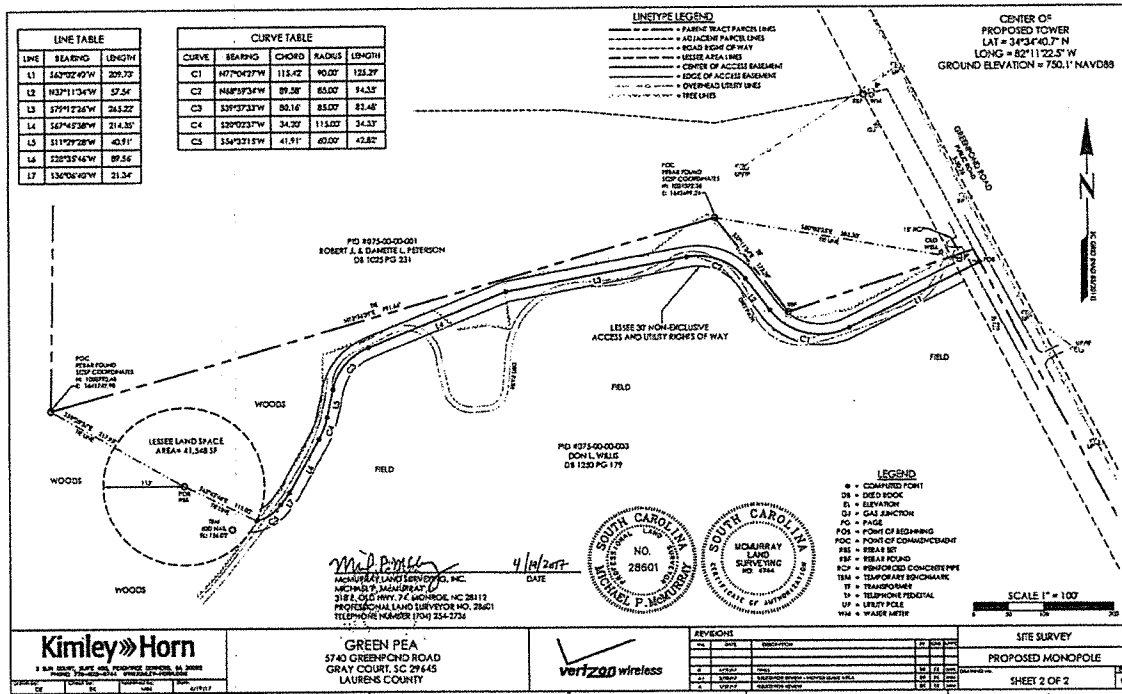
Parcel Address: 5740 Greenpond Road, Gray Court, SC 29645

Property Owner: Don Willis, 1520 Greenpond Rd, Fountain Inn, SC 29644

Zoning:

MINUTES – JULY 24, 2018
LAURENS COUNTY COUNCIL





COUNCILMAN JONES made the MOTION to approve the cell tower for Faulk and Foster with VICE CHAIRMAN TOLLISON SECONDING; VOTE 6-0.

APPROVAL - AMERICAN DISABILITY ACT POLICIES AND PROCEDURES – Administrator Caime informed Council that this was an update in accordance with Section 35 106 of the Americans With Disabilities Act (ADA) as to an Accommodation Policy, Grievance Procedure and a Compliance verification that will be signed by Mrs. Debi Parker. Attorney Cruickshanks stated that he too had reviewed it for Mrs. Parker.

ADA Coordinator, Laurens County
100 Hillcrest Square, Laurens, SC 29360
864-681-3160 (Voice) or 711 Teleprinter (TTY)

COUNCILWOMAN ANDERSON made the MOTION to approve the American Disability Act Updates as presented with COUNCILMAN PITTS SECONDING; VOTE 6-0.

RESOLUTION #2018-34 - ABBEVILLE COUNTY JOINT DEVELOPMENT PARK AMENDMENT– Attorney Cruickshanks informed Council that this was a Resolution to amend a previous park agreement from November 28, 2008 for industrial park development in Abbeville County. This will involve ACS Manufacturing, Incorporated and DVK Properties, LLC.

VICE CHAIRMAN TOLLISON made the MOTION to approve the Resolution towards expanding an industrial park in the County of Abbeville with COUNCILMAN MCDANIEL SECONDING; VOTE 6-0.

FIRST READING - ORDINANCE #851 AMENDING ORDINANCE #741 (FLOOD PREVENTION) – Chairman Wood stated that he understood this to only include an amendment towards raising the flood zone from one (1) foot to three (3) foot for structures within a flood zone and that this will reduce homeowners

insurance by fifty percent (50%). Also, it includes utilities at the one (1) foot height and excludes beach zones because it is not applicable for Laurens County.

Administrator Caime inserted that the Laurens County Planning Commission had reviewed the Ordinance and endorses these changes. Mr. Chuck Bobo, Codes Department said that it is not mandatory as one can build in a flood zone but it would require more engineering and insurance costs would be higher for the homeowner.

Vice Chairman Tollison asked how this would affect the foundation of mobile homes. Mr. Bobo replied that this refers to all residential construction except for utilities.

VICE CHAIRMAN TOLLISON made the MOTION to approve the requested Ordinance #851 that amends Ordinance #741. COUNCILMAN PITTS SECONDING; VOTE 5-1 (Councilman Jones in opposition).

APPROVAL - EMS HEALTH DATA EXCHANGE CONTRACT – Matt Pennington, EMS Director, said, “I ask for Council approval on the Health Data Exchange Contract with ESO Solutions of Austin, Texas. This allows for the execution of the contract towards the exchange of data of patients and insurance billing information between all hospitals and EMS. This is an aid in helping improving patient care when called upon”.

Chairman Wood asked Mr. Pennington if he had the funds required to enter into this contract? Mr. Pennington replied that he does in his technology account (\$995.00).

COUNCILMAN JONES made the MOTION to approve the contract with ESO Solutions with COUNCILMAN MCDANIEL SECONDING; VOTE 6-0. A copy of this “Master Subscription Contract” is attached and is to be considered as part of these minutes.

CLINTON FIRE CONTRACT – Mr. Greg Lindley, Director of Laurens County Fire Service brought to Council a request from the City of Clinton to increase their contract by 2.1%. Mr. Lindley added that the contract for the City of Clinton allowed for a 1.31% increase in the budget and that their current contract amount is at two hundred ninety three thousand and sixty eight dollars (\$293,068).

Councilwoman Anderson said, “At this point all have guidelines and all budgets have been recognized”.

Councilman Pitts inserted that he was aware that their call volume has increased especially on the Interstate.

Vice Chairman Tollison said, “I have no doubt that their call volume is up and asked if there was a representative present at the meeting (no one was present). In that case, I can not see reason to honor this if no one is here to address in more detail why”.

COUNCILMAN PITTS made the MOTION to approve the 2.1% increase requested by the City of Clinton. The MOTION DIED from the lack of a second.

Chairman Wood asked that Mr. Lindley to convey the actions of Council with the City of Clinton.

REQUEST TO PURCHASE FIRE RESCUE TRUCK (PART OF LONG RANGE CAPITAL PLAN) – Mr. Greg Lindley, Director of Fire Service said, “This is a request to purchase a new rescue truck for the Greenpond Fire Department and is in line with the Long Range Strategic Plan for the County Fire Service. The price of the truck is one hundred thirty three thousand, one hundred eighty four dollar (\$133,184). We are requesting one hundred twenty five thousand (\$125,000). The Greenpond Fire Department will pay the balance”.

COUNCILMAN PITTS made the MOTION to approve the request for the purchase of a rescue truck VICE CHAIRMAN TOLLISON SECONDING; VOTE 6-0.

DISCUSSION PROCUREMENT CARD USAGE, GUIDELINES AND ONLINE POSTING -

Councilman Jones began by saying, “About this same time last year, there was a question as to allowing part time employees the use of purchasing cards. I asked the question several months ago as to how many purchasing cards were in service with the County. I was told forty five to fifty (45-50). Several weeks later we were advised that there were actually more than one hundred one (101) cards issued. This in itself has raised serious questions and needs to be more accountable. My take on this is if a government is going to be more transparent, it will be more accountable. What has happened here is after asking for these statements to be online, a group of citizens, by means of a Freedom of Information Request, the Finance Department was asked to provide with the transactions from the last two (2) years. This group looked at trends and questionable charges”.

Councilman Jones noted that two (2) from the group - Brenda Stewart and Rick Shealy – are here tonight and asked if they could address this with Council. Chairman Wood declined it as this was a Council matter at the moment and noted Mrs. Stewart had signed up for public comments.

Councilman Jones said, “What I am basically asking from this is, one, I want to address a couple of issues. Today, I received a number of calls from local businesses. There appears to be a rumor going around that this is targeting those businesses. That is completely untrue. The things that raise questions to me are golf resorts, just charges that I don’t know why taxpayers are paying for these things. Excessive Beach trips and things of that nature. I would like to see this go to a committee to review these findings and to review the policy and procedures for these cards. I also ask that Mr. Caime and Mrs. Kirk to meeting with the group and with the Department Heads”.

Chairman Wood assigned the County Council Committee as a Whole the task of reviewing the current status of the cards in service.

PUBLIC COMMENT- Chairman Wood opened the floor at 6:45 P.M. for those that had signed up to address Council to come forward one at time to speak.

1.) Brenda Stewart – Mrs. Stewart said, “I too want to clarify what Councilman Jones said The FOI request was not made to plot but was to review any unnecessary debited purchases. There are too many cards issued. There were some of the same stores used three or four times a day. There should be contracts in place that make things more competitive. Greenwood County has a policy with the local vendors that they can be as much as five (5) percent above box retail prices. The purchasing card is the most convenient place for excessive use to be. Vendors used and questioned were those such as Hobby Lobby, Sharon’s Flowers, Cabela’s, Apple iTunes, family video, Academy Sports. Hobby Lobby was in three different locations in the same day. There were entertainment studios at the beach that were very inappropriate. There were six (6) months of golf resorts by one department. We do not support the reimbursement checks. We reviewed the purchase patterns. Local meals and travel were another review category. We support the actual transparency of the actual bills and credit card statements and not just the reports that the finance director implements. This that I will be providing you copies of is not targeting these vendors. It is only showing you the volume of some and that Council needs to get competitive pricing”.

2.) Lance Robertson – Noted that he owns a local hardware store and that he appreciates the business from the County instead of going out of county for merchandise.

Continuing, “In the hardware business, plumbers don’t start a job in the middle of the afternoon because there would not be enough time to make the trips that you need on a job. We have several people in this

room that make several visits to our store in a day. It is almost an impossible task to get everything done in one trip for the multiple jobs and repairs that that person might be charged with. So yes, you will see multiple charges on that list for ace Hardware in a day. That is just the nature of the business that the County conducts. The larger purchases that the County makes with me are small engine parts. That pricing will be the same just about anywhere. What we allow for the County is a twenty (20) percent discount.

- 3.) Jessica Holman - "Holman Printing has been detailing for the County for many years and we took care of the County. We spent many late hours and long weekends to fulfill the needs of the County. Some of this has recently been taken away by the Sheriff's Department. I invite all to come and look at the invoices if it will resolve any of these issues".

With no one else wishing to address Council, Chairman Wood closed the session at 6:55 P.M.

COUNTY COUNCIL COMMENTS:

- 1.) Councilman Pitts said, "I support moving to posting of the check register online as the school district has implemented this as well. I assure all that the issues will be addressed. I am sure the intent was not as it appears. There are over four hundred fifty (450) employees of this County. We are all human and mistakes can be made. The misuse is where this Council charges the County Administrator with handling it".
- 2.) Chairman Wood said, "This not only concerns County Council but all of the County employees whether you are elected or not. If you carry a County credit card, you are involved with this".

Continuing, Chairman Wood said, "On another note, I was contacted by another Councilman from Greenville County about a geological survey that is being conducted where County boundary lines are being change. Changes have been made between Anderson and Pickens County that is resulting in someone living in Pickens County one day and in Anderson County the next. All the while will be paying more taxes. By saying this, it is coming to Laurens County with it being the upper part of Laurens County and the Southern part of Greenville County involving as much as over one hundred households".

EXECUTIVE SESSION – COUNCILWOMAN ANDERSON made the MOTION for Council to move into Executive Session at 7:00 P.M. to discuss a.) Economic Development matter, b.) Contractual Matter – Duncan Property. VICE CHAIRMAN TOLLISON SECONDDING; VOTE 6-0.

There was a COUNCIL CONSENSUS to reconvene in open session at 7:40 P.M.

Chairman Wood reported that no action was taken.

ADJOURNMENT – By CONSENSUS the meeting was adjourned at 7:42 P.M.

Respectfully Submitted,



Betty C. Walsh
Laurens County Clerk to Council



OLD BUSINESS:

**SECOND READING, ORDINANCE
#850, AMENDING ORDINANCE
#425, PRIVATE LANDFILL - FEE
INCREASE**



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: _____, 2018 (FOR AUGUST 14, 2018 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 850 – 2ND READING – *Amending Ordinance 425* by raising the fee for private landfills.

STAFF RECOMMENDS SECOND READING APPROVAL OF ORDINANCE 850.

FINANCIAL AMOUNT REQUESTED: SEE THE ATTACHED

SOURCE OF FUNDING: SEE THE ATTACHED

(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 #850

AN ORDINANCE TO AMEND CERTAIN SECTIONS OF THE LAURENS
COUNTY SOLID WASTE MANAGEMENT PLAN, CONSOLIDATE THE ORDINANCES AND
REPEAL AND REPLACE ORDINANCES AS MAY BE NECESSARY

WHEREAS, Laurens County Council on January 28, 1997 enacted Ordinance 425 which established and created the Solid Waste Management Plan for Laurens County, South Carolina (hereinafter referred to as Plan); and

WHEREAS, Laurens County Council enacted an amendment to Ordinance 425 as set forth in Ordinance 526 on March 13, 2001 and an additional amendment as set forth in Ordinance 637 on March 27, 2007; and

WHEREAS, pursuant to and by the provisions contained therein, Laurens County Council is vested with the powers and the authority to enact amendments for the continued enforcement and execution of the intent and purposes of the Plan; and

WHEREAS, Laurens County Council has determined that certain amendments need to be made to the Plan on an interim basis and further that the entire Plan will need to be reviewed in detail in the coming months with the ultimate goal of replacing existing ordinances with a consolidated and updated ordinance .

NOW, THEREFORE, BE IT ORDAINED BY THE LAURENS COUNTY COUNCIL, duly assembled, pursuant to the authority granted by the laws of the State of South Carolina and further pursuant to the provisions for amendments as set for in the legislation of this body, Ordinance 425, as amended by Ordinance 526 and further amended by Ordinance 637, is hereby amended as set forth herein below:

1. PURPOSES: It is the stated purpose of this Ordinance to protect the general health, safety, and welfare of the citizens of Laurens County, South Carolina, and to set forth specific elements of the solid waste management plan and the enforcement therein contained with the ultimate goal of replacing existing ordinances with a consolidated and updated ordinance.
2. AUTHORITY: This amending Ordinance, together with the original Ordinance 425, as amended by Ordinance 526 and further amended by Ordinance 637, is adopted under the authority and process granted by the General Assembly of the State of South Carolina and the Constitution of the State. Jurisdiction is exclusively within Laurens County.
3. APPLICABILITY: The provisions of this amending Ordinance, together with the original Ordinance 425, as amended by Ordinance 526 and further amended by Ordinance 637, shall apply to all unincorporated areas of Laurens County, South Carolina, and those municipalities which, by written agreement, contract to have these provisions administered within their municipal limits.
4. LANGUAGE: The language used in the amendment, being consistent with the language used in the original Ordinance 425, as amended by Ordinance 526 and further amended by

Ordinance 637, 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 indicates the contrary. The use of the word "shall" is mandatory and the word "may" is permissive.

5. AMENDMENTS:

- 1.1 The following language shall replace the language in Section II A.3.(b.) of Ordinance #425, as amended by paragraph 5 of Ordinance #526 and further amended by paragraph 5, 1.2 of Ordinance 637: replace the rate of seventy-five cents (.75) with One dollar (1.00). The effective date of the new fee will be July 1, 2019.
- 1.2 Other amendments, replacements and directives to the original Plan as established in Ordinance 425, 526 and 637 are attached hereto and made a part hereof as Exhibit A

6. REAFFIRMATION: Except as herein amended, changed, altered or modified, the provisions of Ordinance 425, as amended by Ordinance 526 and further amended by 637, are hereby restated and reaffirmed, unless hereinafter repealed or replaced as set forth herein..
7. SEVERABILITY: Should any paragraph, clause, phrase or provision of this Ordinance or Ordinance #425, as amended by Ordinance #526 and further amended by Ordinance 637, be judged invalid or held unconstitutional by a Court of competent jurisdiction, such declaration shall not effect the validity of any other section of the Ordinance as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional. Interpretations shall be pursuant to the laws of the State of South Carolina.
8. GENERAL PROVISIONS: Whenever the provisions of this Ordinance impose a more restrictive standard than are required in or under any other law, regulation or ordinance, the requirements herein contained shall prevail. This Ordinance may be amended as prescribed by law.

BE IT SO ORDAINED, by Laurens County Council.



OLD BUSINESS:

**SECOND READING, ORDINANCE
#851, AMENDING ORDINANCE #741
(FLOOD PREVENTION)**



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: _____, 2018 (FOR AUGUST 14, 2018 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 851 – 2ND READING – *Amending Ordinance 741 Flood Ordinance* by raising the minimum height of structures above the flood zone from 1 foot (currently) to 3 feet (will reduce homeowners insurance). Utilities will remain at 1 foot. Also removal of Section F (beach zones), which is not applicable in Laurens County.

STAFF RECOMMENDS SECOND READING APPROVAL OF ORDINANCE 851.

FINANCIAL AMOUNT REQUESTED: SEE THE ATTACHED

SOURCE OF FUNDING: SEE THE ATTACHED

(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 851

AN ORDINANCE TO AMEND ORDINANCE 741 AS IT RELATES
TO LAURENS COUNTY FLOOD DAMAGE PREVENTION

WHEREAS, Laurens County Council on June 26, 2012, enacted Ordinance 741 which established Flood Prevention requirements for Laurens County, South Carolina; and

WHEREAS, pursuant to and by the provisions contained therein, Laurens County Council is vested with the powers and the authority to enact amendments for the continued enforcement and execution of the intent and purposes of the Plan; and

WHEREAS, Laurens County Council has determined that certain amendments need to be made to Ordinance 741 for the benefit of Laurens County and its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE LAURENS COUNTY COUNCIL, duly assembled, pursuant to the authority granted by the laws of the State of South Carolina and further pursuant to the provisions for amendments as set for in the legislation of this body, Ordinance 741 is hereby amended as set forth herein below:

1. PURPOSES: It is the stated purpose of this Ordinance to protect the general health, safety, and welfare of the citizens of Laurens County, South Carolina, and to set forth specific requirements and the enforcement therein contained with the ultimate goal of amending Ordinance 741 as it relates to flood damage prevention in Laurens County.
2. AUTHORITY: This amending Ordinance is adopted under the authority and process granted by the General Assembly of the State of South Carolina and the Constitution of the State. Jurisdiction is exclusively within Laurens County.
3. APPLICABILITY: The provisions of this amending Ordinance shall apply to all unincorporated areas of Laurens County, South Carolina, and those municipalities which, by written agreement, contract to have these provisions administered within their municipal limits.
4. LANGUAGE: The language used in the amendment, being consistent with the language used in the original Ordinance 741, 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 indicates the contrary. The use of the word "shall" is mandatory and the word "may" is permissive.
5. AMENDMENTS: *Raising the minimum height of structures above the flood zone from 1 foot (currently) to 3 feet (will reduce homeowners insurance by 50%). Utilities will be at 1 foot. Also removal of Section F (beach zones), which is not applicable in Laurens County.*
6. REAFFIRMATION: Except as herein amended, changed, altered or modified, the provisions of Ordinance 741, are hereby restated and reaffirmed, unless hereinafter repealed or replaced as set forth herein..

7. SEVERABILITY: Should any paragraph, clause, phrase or provision of this Ordinance or Ordinance 741, be judged invalid or held unconstitutional by a Court of competent jurisdiction, such declaration shall not effect the validity of any other section of the Ordinance as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional. Interpretations shall be pursuant to the laws of the State of South Carolina.
8. GENERAL PROVISIONS: Whenever the provisions of this Ordinance impose a more restrictive standard than are required in or under any other law, regulation or ordinance, the requirements herein contained shall prevail. This Ordinance may be amended as prescribed by law.

BE IT SO ORDAINED, by Laurens County Council.



NEW BUSINESS

**FIRST READING, ORDINANCE
#852, EXTENDING 1998 BMW FILOT
AGREEMENT**



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: _____, 2018 (FOR AUGUST 14, 2018 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 852 – 1st READING – EXTENDING 1998 BMW FILOT AGREEMENT.

STAFF RECOMMENDS FIRST READING APPROVAL OF ORDINANCE 852.

FINANCIAL AMOUNT REQUESTED: SEE THE ATTACHED

SOURCE OF FUNDING: SEE THE ATTACHED

(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 852

AN ORDINANCE AUTHORIZING THE EXTENSION OF THE TERM UNDER THAT CERTAIN LEASE AGREEMENT BY AND BETWEEN LAURENS COUNTY, SOUTH CAROLINA, AND BMW MANUFACTURING CO. LLC DATED AS OF SEPTEMBER 1, 1998; THE AMENDMENT OF SUCH LEASE AGREEMENT TO REFLECT SUCH EXTENSION; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Laurens County, South Carolina (the "**County**") acting by and through its County Council (the "**County Council**"), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution (the "**Constitution**") and the Code of Laws of South Carolina 1976, as amended (the "**Code**"), and the case law of the Courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective industries as inducements for economic development within the County; is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 12 of the Code (the "**Act**"), to acquire, or cause to be acquired, properties (which properties constitute "projects" as defined in the Act) and to enter into agreements with any industry to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "**State**") will be promoted and trade developed by inducing manufacturing and commercial enterprise to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

WHEREAS, in the exercise of the foregoing powers, the County and BMW Manufacturing Corp. (subsequently converted to BMW Manufacturing Co., LLC), a company organized and existing under the laws of the State of Delaware (the "**Company**"), have heretofore entered into an Inducement and Millage Rate Agreement dated November 11, 1997 (the "**Inducement and Millage Rate Agreement**") and a fee-in-lieu of taxes ("**FILOT**") Lease Agreement dated as of September 1, 1998 (the "**FILOT Agreement**") providing for certain incentives, including, without limitation, payment of a FILOT with respect to the Company's Project (as defined in the FILOT Agreement) in the County;

WHEREAS, the Company has made significant investment in the Project;

WHEREAS, by an amendment dated October 14, 2003, the FILOT Agreement was amended to extend the Project Acquisition Period (as defined in the FILOT Agreement) to

ten (10) years after January 1, 1999, and to extend the date of the maximum term of the FILOT Agreement to December 31, 2028;

WHEREAS, the FILOT Agreement provides that any property placed in service as part of the Project during the Project Acquisition Period shall be included in the calculation of FILOT payments under the FILOT Agreement for a period not exceeding 20 years following the year in which such property is placed in service (the “**FILOT Term**”);

WHEREAS, the Company has requested that the County amend the FILOT Agreement by extending the FILOT Term from 20 years to 40 years as permitted by Section 4-12-30(C)(4) of the Code and Section 3.B of Act No. 290 of 2010, South Carolina General Assembly (the “**Extension**”);

WHEREAS, the County has determined that the FILOT Extension would directly and substantially benefit the general public welfare of the County by inducing the Company to continue to invest in the Project thereby increasing the ad valorem tax base, employment opportunities or other public benefits not otherwise provided locally; and that the FILOT Extension gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and that the purposes to be accomplished by the Extension, i.e., economic development, maintenance and creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and that the benefits of the FILOT Extension will be greater than the costs; and

WHEREAS, the Extension will be effected pursuant to an amendment to the FILOT Agreement (the “**Amendment**”) which is now before this meeting and is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. Statutory Findings. The County hereby finds and determines that the FILOT Extension would directly and substantially benefit the general public welfare of the County by supporting and encouraging the Company to continue the Project and to make additional investments; and that such extension gives rise to no pecuniary liability of the County or a charge against the County's general credit or taxing power.

Section 2. Approval of 20-Year Extension of FILOT Term from 20 to 40 Years. Pursuant to Section 4-12-30(C)(4) of the Code and Section 3.B. of Act No. 290 of 2010, South Carolina General Assembly, the County hereby amends the FILOT Agreement (and, as applicable, the Inducement and Millage Rate Agreement) by extending the 20-year FILOT Term under the FILOT Agreement (and, as applicable, the Inducement and Millage Rate Agreement), to a total FILOT Term of 40 years.

Section 3. Execution of Amendment to FILOT Agreement. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Amendment which is before this meeting and filed

with the Clerk to County Council are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amendment was set out in this Ordinance in its entirety. The Chair of the County Council and the County Administrator be and they each are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amendment to the Company. The Amendment is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Amendment now before this meeting.

Section 4. Further Actions. The Chair of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amendment and the performance of all obligations of the County under and pursuant to the Amendment.

Section 5. Governing Law. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

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

Section 7. Effectiveness of Ordinance. All Ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. In all other respects the prior Ordinances, resolutions and parts thereof which are not in conflict with the amendments hereto, shall remain in full force and effect. This Ordinance shall take effect and be in full force from and after its passage by the County Council.

Section 8. Official Action. It is the intention of the County Council that this Ordinance shall constitute an official action on the part of the County within the meaning of any statute or other legislative enactment relating to the provision of incentives including, without limitation, the approval of the extension of the FILOT Term under the FILOT Agreement.

BE IT SO ORDANED by Laurens County Council.

(signature page attached)



NEW BUSINESS:

**REFINANCING, ISO POLY,
INCORPORATED, LEASEBACK**



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: August 2, 2018 (FOR AUGUST 14, 2018 COUNTY COUNCIL MEETING)

DEPARTMENT / AGENCY: LEGAL

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

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

SIGNATURE: [Signature]

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

SEE THE ATTACHED PROPOSED CERTIFICATE, CONSENT, AND AGREEMENT DOCUMENTS. THIS IS A REFINANCE BY ISO POLY INC, AND UNDER THE LEASE BACK FILOT, THE COUNTY MUST CONSENT. THERE IS NO FINANCIAL LIABILITY TO THE COUNTY.

STAFF REQUESTS FAVORABLE APPROVAL OF THESE DOCUMENTS.

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: _____

CERTIFICATE, CONSENT, AND AGREEMENT

THIS CERTIFICATE, CONSENT, AND AGREEMENT (the "**Agreement**") dated as of _____, 2018, by and among LAURENS COUNTY, a body politic and a corporation and political subdivision of the State of South Carolina (together with its successors and assigns, "**Laurens County**"), ISO POLY FILMS, INC., a South Carolina corporation (together with its successors and assigns, "**ISO POLY**"), ISO PROPERTIES, LLC, a South Carolina limited liability company (together with its successors and assigns, "**ISO PROPERTIES**"; collectively with ISO POLY, the "**Mortgagors**"), VALLEY NATIONAL BANK, a national banking association ("**Mortgagee**"), having an office at 1455 Valley Road, Wayne, New Jersey 07470. Capitalized terms used herein but not defined shall have the meanings given such terms in the Lease (as defined below) or the Incentive Agreement (as defined below), or both, as the context requires.

WHEREAS, Jonathan T. McClure and Robert A. Dobson, III (collectively, the "**DMP Individuals**") and ISO POLY entered into that certain Lease of Real Property, dated October 15, 1997 (the "**Original Lease**"), as amended by that certain (i) First Amendment to Lease Agreement, dated as of July 23, 1999 (the "**First Amendment**"), (ii) Second Amendment to Lease Agreement, dated as of December 1, 1999 (to recharacterize the Original Lease as a sub-sublease from the DMP Individuals to ISO POLY), (iii) Third Amendment to Lease Agreement, dated April 3, 2003, (iv) Fourth Amendment to Lease Agreement, dated August 10, 2005, (v) Fifth Amendment to Lease Agreement, dated March 24, 2006, and (vi) Sixth Amendment to Lease Agreement, dated June 18, 2008 (collectively, the "**Initial Sub-Sublease**"), whereby the DMP Individuals leased certain property to ISO POLY, as such property is more particularly described on Schedule A attached hereto (the "**Demised Premises**"; together with all improvements thereon, the "**Real Property**");

WHEREAS, the DMP Individuals intended to convey fee simple title to the Real Property to Laurens County in connection with a fee in lieu of tax arrangement, and entered into that certain Lease Agreement, dated November 1, 1998, between the County, as lessor, and ISO POLY, as lessee, as subsequently amended by that certain First Amendment to Lease Agreement, dated July, 1999 and that certain Second Amendment to Lease Agreement dated as of December 1, 1999 (collectively, as the same may be further amended, modified, restated or supplemented from time to time, the "**Lease**"), whereby Laurens County leased the Real Property to ISO POLY;

WHEREAS, pursuant to that certain Corrective Title to Real Estate, dated as of December 1, 1999, executed by the DMP Individuals and delivered to Laurens County, the DMP Individuals have confirmed the conveyance of fee simple title in the Real Property to Laurens County;

WHEREAS, ISO POLY and the DMP Individuals entered into that certain Sublease Agreement, dated December 1, 1999 (the "**Initial Sublease**"), with ISO POLY as sublessor and the DMP Individuals as sublessee, whereby ISO POLY subleased the Real Property to the DMP Individuals;

WHEREAS, pursuant to that certain Assignment and Assumption of Real Estate Sublease and Subsublease, dated as of March, 2009, between the DMP Individuals as individuals and as Dobson-McClure, a South Carolina general partnership (collectively, "**DMP**"), as assignor, and ISO PROPERTIES, as assignee, as amended pursuant to that certain First Amendment to Assignment and Assumption of Real Estate Sublease and Subsublease Agreements, dated as of June 3, 2010 (collectively, the "**DMP Assignment**"), DMP assigned all its rights to the Sublease and the Initial Sub-Sublease to ISO PROPERTIES;

WHEREAS, subsequent to the DMP Assignment, ISO POLY and ISO PROPERTIES entered into that certain (i) First Amendment to Sublease Agreement, dated as of June 3, 2010 (collectively with the Initial Sublease, and as the same may be further amended, restated or modified, the "**Sublease**"); and (ii) Termination of Sub-Sublease Agreement, dated as of June 3, 2010 (collectively with the Initial Sub-Sublease, and as the same may be further amended, restated or modified, the "**Sub-Sublease**"), terminating the Sub-Sublease, which, although terminated, is referenced herein as clarification and to avoid confusion, as there are numerous references to the Sub-Sublease throughout other documents;

WHEREAS, pursuant to that certain Membership Interest Assignment Agreement, dated as of June 3, 2010, by and among Jonathan T. McClure ("**McClure**"), MAAA Realty LLC ("**MAAA**"), and ISO POLY (the "**ISO PROPERTIES Assignment**"), McClure and MAAA, as the holders of the entire membership interest in ISO PROPERTIES, assigned their membership interests in ISO PROPERTIES to ISO POLY;

WHEREAS, the Mortgagors have executed and delivered to Mortgagee a Mortgage Note in the stated principal amount of \$3,337,500.00 to be dated the date hereof (as amended, restated, modified, or supplemented from time to time, the "**Note**");

WHEREAS, to secure Mortgagors' obligations under the Note and certain other loan documents executed by Mortgagors in connection therewith, (i) ISO POLY intends to grant (or has granted already) to Mortgagee a leasehold mortgage on or collateral assignment of ISO POLY's leasehold interest in the portion of the Real Property more particularly described on Schedule B attached hereto (the "**Mortgaged Property**"), and (ii) ISO PROPERTIES intends to grant (or has granted already) to Mortgagee a leasehold mortgage on or collateral assignment of ISO PROPERTIES' subleasehold interest in the Mortgaged Property;

WHEREAS, Laurens County and ISO POLY are parties to that certain (i) Fee In Lieu of Tax and Incentive Agreement, dated as of July 1, 2005 (the "**Incentive Agreement**"), and (ii) Inducement Agreement and Millage Rate Agreement, dated as of June 24, 1997 (the "**Inducement Agreement**");

WHEREAS, Laurens County, ISO POLY, DMP, Regions Bank, Wachovia Bank, National Association, Harbinger Mezzanine Partners, L.P., CapitalSouth Fund I Limited Partnership and CapitalSouth Fund II Limited Partnership entered into that certain Certificate, Consent, and Agreement, dated as of June 18, 2008 (the "**2008 Consent**"), a copy of which was recorded in the Laurens County Clerk of Court's Office in Deed Book 889 at Page 29; and

WHEREAS, Laurens County, ISO POLY, ISO PROPERTIES and PNC Bank, National Association ("PNC"), entered into that certain Certificate, Consent, and Agreement dated as of June 3, 2010 (the "**2010 PNC Consent**"), a copy of which was recorded in the Laurens County Clerk of Court's Office in Mortgage Book M1912 at Page 1;

WHEREAS, Laurens County, ISO POLY, ISO PROPERTIES, CapitalSouth Partners Fund II Limited Partnership ("**CapitalSouth**"), entered into that certain Certificate, Consent, and Agreement dated as of June 3, 2010 (the "**2010 CapitalSouth Consent**"), a copy of which was recorded in the Laurens County Clerk of Court's Office in Mortgage Book M1912 at Page 130;

WHEREAS, Laurens County, ISO POLY, ISO PROPERTIES and Mortgagee entered into that certain Certificate, Consent and Agreement dated as of November 23, 2015 (the "**2015 Valley Consent**"), a copy of which was recorded in the Laurens County Clerk of Court's Office in Mortgage Book D1238 at Page 170;

WHEREAS, it is a condition precedent to the Mortgagee's willingness to extend the loan to Mortgagors evidenced by the Note and to perform the actions described therein that the parties hereto execute and deliver this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained the parties, intending to be legally bound, agree as follows:

SECTION 1

CERTIFICATION

1.1. Laurens County and ISO POLY each severally, and not jointly, and as to itself only, hereby certify to Mortgagee, as follows:

i. Other than the Lease, Incentive Agreement, the 2008 Consent, the 2010 PNC Consent, the 2010 CapitalSouth Consent and the 2015 Valley Consent, there are no other agreements between Laurens County and (a) ISO POLY, (b) ISO PROPERTIES, and/or (c) any other entity relating to the Lease and/or the Real Property;

ii. A true and complete copy of the Lease is described above in the recitals, and there are no other amendments or modifications thereto except as described above, and a true and complete copy of the Incentive Agreement is described above in the recitals and there are no other amendments or modifications thereto except as described above;

iii. Each of the Lease and the Incentive Agreement are presently in full force and effect and there have been no modifications or amendments thereto except as attached hereto;

iv. The term of the Lease commenced on November 1, 1998, and will expire on December 31, 2022, unless renewed or extended as provided in the Lease;

v. The Investment Period under the Incentive Agreement expired on December 31, 2013, the Special Source Credit under the Incentive Agreement expired on December 31, 2015, and the fee in lieu of tax period under the Incentive Agreement is scheduled to expire on December 31,

2025, but may be extended until December 31, 2030, all in accordance with those certain resolutions of the Laurens County Council adopted June 2, 2008;

vi. All Basic Rent, Additional Rent, Administration Expenses, FILOT Revenues, and other fees or charges that have become due and payable by ISO POLY under the Lease have been duly and timely paid by ISO POLY;

vii. All Administration Expenses, Negotiated FILOT Payments and other FILOT Payments and FILOT Revenues, and other fees or charges that have become due and payable by ISO POLY under the Incentive Agreement have been duly and timely paid by ISO POLY;

viii. The Project continues to be designated as part of a Multi-County Park pursuant to the Multi-County Park Act, as described in Section 3.04 of the Incentive Agreement;

ix. ISO POLY has (a) satisfied the Minimum Statutory Requirement and all hiring requirements under the Incentive Agreement, (b) has made an aggregate investment in the Project in excess of \$25,500,000 prior to the end of the Statutory Compliance Period, as described in Section 3.03(c) of the Incentive Agreement, and (c) satisfied the initial investment requirement set forth in Section 6.03 of the Lease and all hiring requirements thereunder, in each case within the statutory compliance period with respect thereto;

x. All of the terms, conditions and provisions of the Lease and the Incentive Agreement to be performed by Laurens County have been duly and timely performed and complied with;

xi. Neither Laurens County nor ISO POLY is in default under the Lease or the Incentive Agreement nor has any event occurred which, with the passage of time or the giving of notice or both, constitutes a default or an Event of Default under either the Lease or the Incentive Agreement;

xii. Other than the rights granted to ISO POLY under the Lease and any rights ISO PROPERTIES (as assignee of DMP's rights) may have under the Sublease, Laurens County has not otherwise encumbered, mortgaged, transferred or hypothecated any of its interest in the Lease or the Project described therein;

xiii. That certain Indenture between Laurens County and ISO POLY, as Special Source Revenue Bond Purchaser, dated as of November 1, 1998, has expired in accordance with its terms, and there are no additional requirements to be performed, or payments to be made, thereunder; and

xiv. The Inducement Agreement has been superseded by the Lease and Incentive Agreement, and there are no ongoing requirements to be performed, or payments to be made, thereunder.

1.2. ISO POLY and ISO PROPERTIES each hereby certify to Lender, as follows:

i. That the Sublease is presently in full force and effect and there have been no modifications or amendments thereto except as attached hereto;

ii. That the Sub-Sublease has been properly terminated and there are no additional requirements to be performed, or payments to be made, thereunder;

iii. A true and complete copy of the Sublease is described above in the recitals, and there are no other amendments or modifications thereto except as described above, and a true and complete copy of the Sub-Sublease is described above in the recitals, and there are no other amendments or modifications thereto except as described above;

iv. The term of the Sublease commenced on November 1, 1998, and will terminate on the same date as the Lease;

v. All rent and other fees or charges that have become due and payable under the Sublease have been duly and timely paid by the party responsible thereto;

vi. All of the terms, conditions and provisions of the Sublease to be performed on part of ISO POLY and/or ISO PROPERTIES (and/or any of their predecessors) have been duly and timely performed and complied with;

vii. Neither ISO POLY nor ISO PROPERTIES is in default under the Sublease nor has any event occurred which, with the passage of time or the giving of notice or both, constitutes a default or an Event of Default under the Sublease; and

viii. Except for (a) the lien of the Security Instruments (as defined below) granted to Mortgagee, (b) the mortgage liens granted by Mortgagors to PNC, which mortgage liens have been or will be released with respect to the Mortgaged Property, and (c) the mortgage liens granted by Mortgagors to CapitalSouth (as subsequently assigned by CapitalSouth to Alfred Teo, Sr.), which mortgage liens have been or will be subordinated to the liens of the Security Instruments granted to Mortgagee with respect to the Mortgaged Property, and (d) the easements and other encumbrances listed in Schedule B, Part I of that certain title policy issued by _____ Title Insurance Company, File No. _____, to the Mortgagee, insuring the lien of the Security Instruments granted to Mortgagee encumbering the Lease and Sublease with respect to the Mortgaged Property, neither ISO POLY nor ISO PROPERTIES has otherwise encumbered, mortgaged, transferred or hypothecated any of its interest in the Sublease and/or the Project described therein.

SECTION 2

CONSENT

2.1. Laurens County hereby consents to the execution and delivery of (i) one or more leasehold mortgages, collateral assignments, or other security agreements (individually or collectively, the “**ISO POLY Security Instruments**”) by ISO POLY in favor of Mortgagee for the purpose of granting to Mortgagee a security interest and lien in and to all or a portion of ISO POLY’s interest in the Lease, the Project, any sublease of all or any portion of ISO POLY’s rights under any sublease or further sublease of the Lease, and all other rights, assets, and properties of ISO POLY, whether real, personal, fixtures, or otherwise, as each of the foregoing pertains to the Mortgaged Property (all of the foregoing, collectively, the “**ISO POLY Collateral**”), (ii) any subleases or further subleases of the Lease, including without limitation,

the Sublease, regardless of whether executed before, on or after the date hereof, (iii) one or more leasehold mortgages, collateral assignments, or other security agreements by such subtenants in favor of Mortgagee, including without limitation, by ISO PROPERTIES under the Sublease, for the purpose of granting to Mortgagee a security interest and lien in and to all or a portion of such subtenant's interest in such subtenancy, the Project, any sublease, and all other rights, assets, and properties of such subtenant, whether real, personal, fixtures, or otherwise, as each of the foregoing pertains to the Mortgaged Property, and (iv) any subsequent amendments or modifications to any of the foregoing. Each such grant shall be deemed to be a **"Permitted Encumbrance"** as defined in the Lease. Laurens County further agrees that, in the event that Mortgagee or any assignee of Mortgagee succeeds to the interests of (a) ISO POLY under the Lease with respect to the Mortgaged Property, Mortgagee or such assignee shall have all right, title, interest, and privileges as lessee under the Lease with respect to the Mortgaged Property to the full and same extent as if Mortgagee had initially entered into the Lease directly with Laurens County, including, without limitation, all rights to exercise that certain option to purchase all or a portion of the Project (as defined in the Lease) in accordance with the terms and conditions of Section 10.02 of the Lease (the **"Purchase Option"**), and shall have all benefits available to ISO POLY under the Incentive Agreement, to the full and same extent as if Mortgagee had initially entered into the Incentive Agreement directly with Laurens County, and (b) any subtenant, including without limitation, ISO PROPERTIES, under any subtenancy at the Real Property, including without limitation, under the Sublease, Mortgagee or such assignee shall have all right, title, interest, and privileges as lessee under such subtenancy to the full and same extent as if Mortgagee had initially entered into such subtenancy directly with the sublandlord under such subtenancy with respect to the Mortgaged Property, including, without limitation, all rights to exercise that certain option to purchase all or a portion of the Project (as defined in the Lease) in accordance with the terms and conditions of such subtenancy agreement. Laurens County agrees that no further consent shall be required for any of the actions described in this Section 2.1.

2.2. ISO POLY hereby consents to the execution and delivery of one or more leasehold mortgages, collateral assignments, or other security agreements by ISO PROPERTIES in favor of Mortgagee (the **"ISO PROPERTIES Security Instruments"**; collectively with the ISO POLY Security Instruments, the **"Security Instruments"**) for the purpose of granting to Mortgagee a security interest and lien in and to all or a portion of ISO PROPERTIES' interest in the Sublease and/or the Project, and all other rights, assets, and properties of ISO PROPERTIES, whether real, personal, fixtures, or otherwise, as each of the foregoing relates to the Mortgaged Property (all of the foregoing, collectively, the **"ISO PROPERTIES Collateral"**; collectively with the ISO POLY Collateral, the **"Collateral"**), and any subsequent amendments or modifications to any of the foregoing ISO PROPERTIES Security Instruments. ISO POLY further agrees that, notwithstanding anything to the contrary contained in the Sublease, in the event that Mortgagee or any assignee of Mortgagee succeeds to the interests of ISO PROPERTIES under the Sublease with respect to the Mortgaged Property, Mortgagee or such assignee shall have all right, title, interest, and privileges as lessee under the Sublease with respect to the Mortgaged Property to the full and same extent as if Mortgagee had initially entered into the Sublease directly with ISO POLY, including, without limitation, all rights to exercise that certain option to purchase all or a portion of the Project (as defined in the Sublease) in accordance with the terms and conditions of Section 4 of the Sublease. ISO POLY agrees that no further consent shall be required for any of the actions described in this Section 2.2.

2.3. Laurens County hereby reaffirms its consents to the DMP Assignment and the ISO PROPERTIES Assignment. Laurens County further represents, warrants and confirms to the Mortgagee, ISO POLY and ISO PROPERTIES that: (a) the assignment of all of DMP's rights and interests under the Sublease and the Initial Sub-Sublease to ISO PROPERTIES, including without limitation, all or a portion of the Purchase Option, will not result in any default or breach under the Lease or the Incentive Agreement; (b) after the consummation of the DMP Assignment, the Purchase Option shall remain in full force and effect and will be vested in ISO POLY and ISO PROPERTIES (or any of their assignees or designees), as such rights are apportioned in the Lease and Sublease, without any further action and/or obligation on the part of ISO POLY or ISO PROPERTIES; and (c) the terms of that certain letter agreement dated March 4, 2009 from the Laurens County Attorney in favor of ISO POLY (i) remain in full force and effect, except as such provisions therein may have been modified or amended in accordance with the terms, and/or any of the documents, mentioned herein, and (ii) inure also to the benefit of Mortgagee.

SECTION 3

AGREEMENTS

Each of the parties hereto, intending to be legally bound, acknowledges and agrees to the following:

3.1. **Definition of Project:** Notwithstanding anything to the contrary contained in the Lease, any amendments thereto, or any recorded memoranda of the Lease, or any other document, the definition of "**Project**" (as defined and used in the Lease) shall include, among other assets, the Leased Land (as defined in the Lease) for all purposes, including, without limitation, with respect to the conveyance of the Project or any portion thereof upon ISO POLY's, any sublessee's (including, without limitation, ISO PROPERTIES), or Mortgagee's or any assignee's thereof exercise of the Purchase Option. Each of Laurens County, ISO POLY, and ISO PROPERTIES (as successor-in-interest to DMP) hereto acknowledge and agree that it was their intention at all relevant times that the Leased Land be included in the definition of Project. Each of the parties hereto acknowledges and agrees that (a) it is their present intention that the Leased Land be included in the definition of Project and (b) that it will not, nor shall any of their respective successors and assigns, take any action which is in any way inconsistent with the terms of this Section 3.1.

3.2. **Personal Property not Fixtures:** The Leased Equipment under the Lease, all other manufacturing equipment, moveable equipment, tools, spare parts, replacement parts, furniture, computers, and all other personal property which is used primarily in the conduct of ISO POLY's business and located on the Real Property shall be deemed to be personal property and not fixtures, notwithstanding the manner or mode of the attachment to the Project, the Leased Land, and/or improvements thereon (collectively, the "**Non-Fixture Property**"; all personal property other than the Non-Fixture Property (including, without limitation, air conditioning systems, heating systems, electrical systems, plumbing, and all other personal property of similar character which becomes so attached, integrated or affixed to the Project and/or the Real Property that it cannot be removed without significantly impairing the operating utility of the Project and/or the Real Property), collectively, the "**Fixture Property**").

3.3. **Acknowledgment of Sublease:** In accordance with Section 9.01 of the Lease, ISO POLY subleased and assigned certain of its rights under the Lease to DMP, as predecessor-in-interest to ISO PROPERTIES, pursuant to the Sublease, including, without limitation, ISO POLY's right to exercise the Purchase Option with respect to the Leased Land and all buildings and other real property improvements and Fixture Property (all of the foregoing, collectively, the "**Leased Land and Building**"). Further, each of the parties acknowledges and agrees that in accordance with Section 9.01 of the Lease, Section 3.3 of the 2008 Consent, Section 3.3 of the 2010 PNC Consent, Section 3.3 of the 2010 CapitalSouth Consent and Section 3.3 of the 2015 Valley Consent, ISO PROPERTIES or any assignee thereof may exercise the Purchase Option with respect to the Leased Land and Building by notifying Laurens County of such exercise and, upon the payment of \$1.00, Laurens County will (notwithstanding the failure of any other condition or requirement for the purchase of the Leased Land and Building set forth in the Lease) convey all of its right, title and interest in and to the Leased Land and Building directly to ISO PROPERTIES or any assignee thereof, whether or not amounts due under Section 10.03 of the Lease have been paid and whether or not an Event of Default exists under the Lease. For the avoidance of doubt, pursuant to the Sublease, ISO POLY subleased to DMP, as predecessor-in-interest to ISO PROPERTIES, ISO POLY's rights under the Lease with respect to the Leased Land and Building only and ISO POLY retained its rights under the Lease with respect to all other portions of the Project, including, without, limitation, all Non-Fixture Property. In no event shall Laurens County transfer to ISO PROPERTIES or any of its assignees title to any Non-Fixture Property.

3.4. **Bankruptcy Matters:** Pursuant to the Sublease, ISO POLY agreed not to terminate the Sublease under any circumstances, including, without limitation, in connection with any insolvency, bankruptcy, reorganization, or similar case or proceeding (the foregoing, each an "**Insolvency Proceeding**") by or against ISO POLY, DMP (as predecessor-in-interest to ISO PROPERTIES) or any other person. Nevertheless, in the event of any Insolvency Proceeding pursuant to which ISO POLY has elected and has been authorized by a court of competent jurisdiction to reject the Lease or the Sublease pursuant to Title 11, Section 365 of the United States Code (a) the Purchase Option of ISO PROPERTIES or its assignees under the Sublease with respect to the Leased Land and Building shall continue in full force and effect, and (b) Laurens County agrees to honor such Purchase Option notwithstanding ISO POLY's rejection of the Lease or the Sublease, as if such rejection had not occurred.

3.5. **Notices:**

i. At the same time and in the same manner that Laurens County provides notice to ISO POLY, Laurens County shall notify Mortgagee at the applicable notice address specified below its signature hereto in writing of any material default in the performance or observance of any of the terms, covenants or conditions on the part of Laurens County or ISO POLY to be performed or observed under the Lease or the Incentive Agreement.

ii. ISO POLY and/or ISO PROPERTIES shall notify Mortgagee in writing of any material default in the performance or observance of any of the terms, covenants or conditions on the part of Laurens County, ISO POLY and/or ISO PROPERTIES, as applicable, to be performed or observed under the Lease, the Incentive Agreement, and/or the Sublease.

3.6. Termination/Modification of Lease, Incentive Agreement or Sublease:

i. Laurens County shall not terminate, modify or surrender or suffer or permit any termination, modification or surrender of the Lease or the Incentive Agreement by reason of a default or Event of Default on the part of ISO POLY or otherwise, or consent to the exercise of the Purchase Option without first notifying Mortgagee in writing at its address specified below its signature hereto at the same time and in the same manner that Laurens County provides notice to ISO POLY; or, if no such notice is being given to ISO POLY then in the same manner as required under the Lease or the Incentive Agreement, as applicable, as if a default notice were being given. Upon receipt of a written notice from Laurens County of any default or Event of Default or condition which may give rise to a reason to terminate the Lease or the Incentive Agreement by Laurens County, Mortgagee shall have the same time and opportunity to cause ISO POLY to cure, or tender a cure on behalf of ISO POLY, as ISO POLY has under the Lease or Incentive Agreement; provided, however, Mortgagee shall (a) have at least fifteen (15) business days to effect such cure, and shall (b) be under no obligation to cure any default or Event of Default under the Lease or Incentive Agreement. Laurens County acknowledges and agrees that, notwithstanding any right or remedy it may exercise under the Lease upon an Event of Default thereunder, in accordance with Section 11.02 of the Lease, ISO POLY, ISO PROPERTIES or any assignee thereof shall retain the right to exercise the Purchase Option.

ii. ISO POLY and ISO PROPERTIES agree to provide Mortgagee with written notice of any default or claimed default by any party under the Lease, Incentive Agreement, and/or Sublease, as applicable, and shall not (a) terminate the Lease, Incentive Agreement, and/or Sublease, as applicable, or (b) pursue any other right or remedy under the Lease, Incentive Agreement, and/or Sublease, as applicable, by reason of any default or Event of Default of any party under the Lease, Incentive Agreement, and/or Sublease, as applicable, until ISO POLY and/or ISO PROPERTIES, as applicable, shall have given written notice to Mortgagee as provided in the Security Instruments. Upon receipt of a written notice from ISO POLY or ISO PROPERTIES of any default or Event of Default or condition which may give rise to a reason to terminate the Lease, Incentive Agreement, and/or Sublease, as applicable, Mortgagee shall have the same time and opportunity to cause ISO POLY and/or ISO PROPERTIES, as applicable, to cure or tender a cure on behalf of such party as such party has under the Lease, Incentive Agreement, and/or Sublease, as applicable; provided, however, Mortgagee shall (A) have at least fifteen (15) business days to effect such cure, and shall (B) be under no obligation to cure any default or Event of Default under the Lease, Incentive Agreement, and/or Sublease, as applicable.

iii. In the event any such default or Event of Default described in this Section 3.6 is not cured by such breaching party within any time period provided for under the terms and conditions of the Lease, Incentive Agreement, and/or Sublease, as applicable, or by Mortgagee under the terms and conditions of this Agreement, Laurens County, ISO POLY, or ISO PROPERTIES, as applicable, will allow Mortgagee to occupy the Mortgaged Property for up to one hundred eighty (180) days following receipt by Mortgagee of written notice from Laurens County, ISO POLY, or ISO PROPERTIES, as applicable, that Laurens County and/or ISO POLY, as applicable, is in possession and control of the Mortgaged Property, has terminated the Lease and/or Sublease, as applicable, and is directing removal of the Collateral. Mortgagee's right to occupy the Mortgaged Property under the preceding sentence shall be extended for the time period

Mortgagee is prohibited from selling the Collateral due to the imposition of the automatic stay by the filing of bankruptcy proceedings by or against ISO POLY and/or ISO PROPERTIES, as applicable. Mortgagee shall not assume nor be liable for any unperformed or unpaid obligations of ISO POLY under the Lease or ISO PROPERTIES under the Sublease.

iv. Except as otherwise stated in this Section 3.6, without Mortgagee's prior consent thereto, each of Laurens County, ISO Poly and ISO PROPERTIES agree that (a) it shall not modify or permit any modification of the Lease, Incentive Agreement and/or Sublease, and (b) it shall not enter into any other agreements relating to the Real Property and/or the Project.

3.7. **Subordination:** All obligations for Administration Expenses and all indemnification obligations in each case owing by ISO POLY to Laurens County under the Lease and/or the Incentive Agreement (collectively, the "**Subordinate Obligations**"), are hereby expressly subordinate and inferior to ISO POLY's obligations under the Note until the full and final payment of the Note; provided, however, that ISO POLY may pay to Laurens County, and Laurens County may accept and retain, any payment due Laurens County from ISO POLY with respect to the Subordinate Obligations (the "**Permitted Payments**") until such time as Mortgagee delivers to Laurens County written notice (hereinafter referred to as a "**Suspension Notice**") certifying that a default or event of default has occurred under the Note. Upon receipt by Laurens County of a Suspension Notice, Laurens County's right to receive the Permitted Payments shall be suspended without further notice to Laurens County or other action by Mortgagee and, if requested by Mortgagee, all payments received by Laurens County after receipt of such Suspension Notice shall be paid over to Mortgagee.

3.8. **Collateral:** The Collateral may be stored, utilized and/or installed at the Mortgaged Property. Until such time as the obligations of Mortgagors to Mortgagee are paid in full, Laurens County, ISO POLY and ISO PROPERTIES disclaim any interest in the Collateral (other than its ownership interest in any or all of the Collateral), and agree not to distrain or levy upon any such Collateral or to assert any claim against the Collateral for any reason. None of Laurens County, ISO POLY or ISO PROPERTIES shall interfere with any sale of such Collateral, by public auction or otherwise, conducted by or on behalf of Mortgagee at the Mortgaged Property.

3.9. **Access:** Subject to the terms of the Security Instruments, Mortgagee and/or their representatives may enter the Mortgaged Property and inspect and/or remove the Collateral from the Mortgaged Property at any time without hindrance or charge on the part of either Laurens County, ISO POLY or ISO PROPERTIES, and may advertise and conduct public auctions or private sales of the Collateral at the Mortgaged Property, and may invite interested parties onto the Mortgaged Property for inspection and auction purposes, in each case without liability of Mortgagee to any of Laurens County, ISO POLY or ISO PROPERTIES; and Mortgagors, jointly and severally, shall be responsible for any damage to the Mortgaged Property as a result of such removal, except for damage caused by the gross negligence or willful misconduct of Mortgagee or its agents or representatives. Mortgagee shall not be liable for any diminution in value of the Mortgaged Property caused by the absence of Collateral actually removed or by any necessity of replacing the Mortgaged Property.

3.10. **Transfer of Fee Title:** The Escrow Agreement described in the Lease has been terminated. Therefore, upon the exercise of the Purchase Option under the Lease with respect to

all or any portion of the Project and/or Real Property or any other event or action which results in the transfer of title to the Project by Laurens County, whether as a result of the actions of ISO POLY, ISO PROPERTIES, and/or Mortgagee or any assignee thereof, Laurens County shall promptly deliver one or more deeds and/or bills of sale conveying title to the Project and Real Property or the applicable portion thereof to the applicable party or parties in interest under the Lease or the Sublease, as applicable, at the time of such conveyance unless prohibited by law or as may be ordered by a court of competent jurisdiction.

3.11. **Acknowledgments Regarding Certain Former Investors of ISO POLY:** ISO POLY represents and warrants to each of the parties hereto that Cordova Enhanced Fund, L.P., and Vaxa Capital Partners, LP (together, the “**Former Investors**”) are no longer shareholders of ISO POLY and have no further interest in the business and affairs of ISO POLY. The parties hereto acknowledge that pursuant to the First Amendment, the Former Investors were granted certain cure rights under the Lease and were made third party beneficiaries thereof. Anything in the Lease to the contrary notwithstanding, the parties hereto acknowledge and agree that the Former Investors are not entitled to any rights under the Lease and are not third party beneficiaries of the terms and conditions contained herein or in the Lease.

3.12. **Attornment:** In the event that Mortgagee succeeds to the interests of (i) ISO POLY under the Lease or Sublease, as applicable, ISO PROPERTIES agrees to attorn to Mortgagee, and to recognize Mortgagee as its landlord, to the full and same extent as if Mortgagee had initially entered into the Lease and/or Sublease, as applicable, and (ii) ISO PROPERTIES under the Sublease, ISO POLY agrees to recognize Mortgagee as the tenant under the Sublease, to the full and same extent as if Mortgagee had initially entered into the Sublease.

3.13. **New Agreement:** No new agreement between the County and ISO Poly and/or ISO PROPERTIES relating to the Lease, Incentive Agreement, 2008 Consent, the 2010 PNC Consent, the 2010 CapitalSouth Consent, the 2015 Valley Consent, this Agreement, Project and/or Real Property may be entered into without Mortgagee’s prior written consent.

SECTION 4

MISCELLANEOUS

4.1. **Effect of Agreement:** Except as modified herein, all terms, covenants and conditions, as set forth in the Lease and Incentive Agreement shall remain in full force and effect.

4.2. **Reliance by Lenders:** The undersigned acknowledges that Mortgagee will rely upon this Agreement in connection with Mortgagee’s entering into, or continuing to perform under, the Note and Security Instruments, and that the truthfulness and accuracy of the foregoing are conditions precedent thereto.

4.3. **Successors and Assigns:** This Agreement shall inure to the benefit of Mortgagee, its successors and assigns, and shall be binding upon Laurens County, ISO POLY and ISO PROPERTIES, their heirs, assigns, representatives and successors. The parties hereto agree and consent to the filing of this document for recording in the land records in Laurens County, South Carolina.

4.4. **Counterparts:** This Agreement may be executed in any number of counterparts and by different parties hereto or thereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute but one and the same instrument. Any signature delivered by a party hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be an original signature hereto.

4.5. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina (excluding its conflict of laws provisions if such provisions would require application of the laws of another jurisdiction).

4.6. **Replacement Lenders:** Each of the parties hereto acknowledges and agrees that, subject to the terms of the Note and the Security Instruments, Mortgagee may assign its interests in the Note and Security Instruments to another person in accordance with the terms of the Note and Security Instruments and any such assignee shall be entitled to all of the rights of such assigning Lender hereunder.

4.7. **Limitations Regarding Laurens County:** Anything in the above to the contrary notwithstanding, with respect to any provision set forth in Sections 2 and 3 above, Laurens County is only consenting, acknowledging and/or agreeing, as applicable, as provided in such provision to the extent such consent, acknowledgment, and/or agreement is not prohibited by applicable law.

[SIGNATURES ON FOLLOWING PAGES]

WITNESS the hand and seal of the undersigned on the date first written above.

LAURENS COUNTY, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

Signed, sealed and delivered in presence of:

Witness #1 Name: _____

Witness #2 Name: _____

Address as to Laurens County:
P.O. Box 445
Laurens, SC 29360-0445

STATE OF SOUTH CAROLINA
COUNTY OF LAURENS

I, the undersigned, a Notary Public, do hereby certify that *Laurens County, South Carolina*, by _____, its duly authorized _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this ____ day of _____, 2018.

My Commission Expires: _____

(Seal)

Notary Public

WITNESS the hand and seal of the undersigned on the date first written above.

ISO POLY FILMS, INC.

By: _____

Name: Andrew Teo

Title: CFO

Signed, sealed and delivered in presence of:

Witness #1 Name: _____

Witness #2 Name: _____

Address as to ISO POLY FILMS, INC.:

1531 NW 12th Avenue

Pompano Beach, Florida 33069

STATE OF FLORIDA

COUNTY OF BROWARD

I, the undersigned, a Notary Public, do hereby certify that *ISO POLY FILMS, INC.*, a South Carolina corporation, by Andrew Teo, its duly authorized CFO, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this ____ day of _____, 2018.

My Commission Expires: _____

Notary Public

(Seal)

WITNESS the hand and seal of the undersigned on the date first written above.

ISO Properties, LLC,
a South Carolina limited liability company

By: ISO Poly Films, Inc., its Sole Member

By: Andrew Teo
Title: CFO

Signed, sealed and delivered in presence of:

Witness #1 Name: _____

Witness #2 Name: _____

Address as to ISO PROPERTIES, LLC:
1531 NW 12th Avenue
Pompano Beach, Florida 33069

STATE OF FLORIDA
COUNTY OF BROWARD

I, the undersigned, a Notary Public, do hereby certify that Andrew Teo, as the duly authorized CFO of ISO Poly Films, Inc., a South Carolina corporation, Sole Member of *ISO PROPERTIES, LLC*, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this ____ day of _____, 2018.

My Commission Expires: _____

Notary Public

(Seal)

WITNESS the hand and seal of the undersigned on the date first written above.

VALLEY NATIONAL BANK

By: _____
Name: _____
Title: _____

Signed, sealed and delivered in presence of:

Witness #1 Name: _____

Witness #2 Name: _____

Address as to VALLEY NATIONAL BANK:
1455 Valley Road
Wayne, New Jersey 07470
Attention: Charles Casser

STATE OF NEW JERSEY
COUNTY OF _____

I, the undersigned, a Notary Public, do hereby certify that *VALLEY NATIONAL BANK*, a national banking association, by _____, its duly authorized _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this ____ day of _____, 2018.

My Commission Expires: _____

(Seal)

Notary Public

SCHEDULE A

DEMISED PREMISES

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND WITH IMPROVEMENTS THEREON SITUATE, LYING AND BEING IN GRAY COURT, LAURENS COUNTY, STATE OF SOUTH CAROLINA, AND BEING SHOWN AS PARCELS "A" AND "B" ON A PLAT RECORDED IN PLAT BOOK A-285, PAGE 8 IN THE ROD OFFICE FOR LAURENS COUNTY, AND CONTAINING 29.205 ACRES, MORE OR LESS, ACCORDING TO A SURVEY ENTITLED ALTA/ACSM LAND TITLE SURVEY FOR ISO POLY FILMS, INC. 101 ISO PARKWAY, LAURENS COUNTY, GRAY COURT, SOUTH CAROLINA, DATED MAY 15, 2008, PREPARED BY SITE DESIGN, INC., AND RECORDED IN PLAT BOOK A576, PAGES 5 & 6, WITH THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN OLD P.K. NAIL LOCATED IN THE CENTER LINE OF OLD LAURENS ROAD AND THE EXTENSION OF ISO PARKWAY SOUTHERN RIGHT OF WAY AT THEIR INTERSECTION, THENCE RUNNING ALONG SAID CENTER LINE OF OLD LAURENS ROAD S 33-34-33 E 650.01 FEET TO AN OLD MAG NAIL AT THE JOINT CORNER OF TOWN OF GRAY COURT PROPERTY NOW OR FORMERLY, THENCE TURNING AND LEAVING SAID CENTER LINE AND RUNNING ALONG THE LINE OF TOWN OF GRAY COURT PROPERTY S 68-59-09 W 419.79 FEET TO A POINT, THENCE TURNING AND RUNNING S 22-10-43 E 103.79 FEET TO AN OLD 3/4" CRIMP TOP IRON PIN AT THE JOINT CORNER OF DONNA BREWINGTON PROPERTY NOW OR FORMERLY, THENCE TURNING AND RUNNING ALONG THE LINE OF THE BREWINGTON PROPERTY S 22-35-49 E 113.95 FEET TO A POINT LOCATED ON THE NORTHERN SIDE OF WILLIS STREET, THENCE TURNING AND RUNNING ALONG THE NORTHERN SIDE OF WILLIS STREET AND THE PROPERTY LINE OF G&T LAND DEVELOPMENT PROPERTY NOW OR FORMERLY S 66-02-31 W 1054.99 FEET TO AN OLD 3/4" OPEN TOP IRON PIN, CROSSING OVER AN OLD 1/2" REBAR IRON PIN AT 5.83 FEET, THENCE TURNING AND RUNNING ALONG THE CENTER LINE OF MOUNTAIN CREEK AS THE LINE N 81-55-08 W 97.99 FEET TO A POINT, THENCE RUNNING S 38-29-25 W 106.64 FEET TO A POINT, THENCE RUNNING S 54-58-57 W 61.29 FEET TO A POINT, THENCE TURNING AND STILL RUNNING ALONG SAID CENTER LINE OF CREEK AND THE LINE OF JONATHAN T. McCLURE AND ROBERT A. DOBSON III PROPERTY, NOW OR FORMERLY, S 77-49-55 W 133.91 FEET TO A POINT, THENCE RUNNING S 04-33-34 W 83.81 FEET TO A POINT, THENCE RUNNING S 53-32-19 W 213.71 FEET TO A POINT, THENCE RUNNING S 44-28-29 W 157.04 FEET TO A POINT, THENCE RUNNING S 15-23-59 W 119.98 FEET TO A POINT, THENCE RUNNING N 36-55-44 W 82.10 FEET TO A POINT, THENCE RUNNING N 17-26-17 W 171.04 FEET TO A POINT, THENCE RUNNING N 16-36-27 W 211.04 FEET TO A POINT, THENCE RUNNING N 00-32-19 E 138.29 FEET TO A POINT, THENCE RUNNING N 14-41-42 W 65.35 FEET TO A POINT, THENCE TURNING AND LEAVING SAID CENTER LINE OF THE CREEK AND RUNNING ALONG THE LINE OF JONATHAN T. McCLURE AND ROBERT A. DOBSON III PROPERTY NOW OR FORMERLY N 54-02-14 E 646.77 FEET TO AN OLD 5/8" REBAR IRON PIN LOCATED ON THE SOUTHERN RIGHT OF WAY OF ISO PARKWAY, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY AND RUNNING ALONG A CURVE TO THE LEFT WITH A RADIUS OF 60.00 FEET

AND A CHORD BEARING AND DISTANCE OF N 79-29-43 E 108.57 FEET TO AN OLD 5/8" REBAR IRON PIN, THENCE TURNING AND RUNNING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF N 35-39-22 E 35.08 FEET TO AN OLD 5/8" REBAR IRON PIN, THENCE TURNING AND RUNNING N 56-23-00 E 1080.98 FEET TO AN OLD MAG NAIL, THENCE TURNING AND RUNNING ALONG A CURVE TO THE LEFT WITH A RADIUS OF 283.00 FEET AND A CHORD BEARING AND DISTANCE OF N 53-44-55 E 20.51 FEET TO AN OLD 5/8" REBAR IRON PIN, THENCE TURNING AND STILL RUNNING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 283.00 FEET AND A CHORD BEARING AND DISTANCE OF N 45-23-30 E 70.35 FEET TO AN OLD 5/8" REBAR IRON PIN, THENCE TURNING AND RUNNING N 38-30-49 E 51.08 FEET TO A POINT, THENCE TURNING AND RUNNING N 38-27-33 E 169.26 FEET TO THE POINT OF BEGINNING.

FOR COUNCIL REVIEW 2018-06-14

SCHEDULE B

THE MORTGAGED PROPERTY

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND WITH IMPROVEMENTS THEREON SITUATE, LYING AND BEING IN GRAY COURT, LAURENS COUNTY, STATE OF SOUTH CAROLINA, AND BEING SHOWN AS PARCELS "A" AND "B" ON A PLAT RECORDED IN PLAT BOOK A-285, PAGE 8 IN THE ROD OFFICE FOR LAURENS COUNTY, AND CONTAINING 29.205 ACRES, MORE OR LESS, ACCORDING TO A SURVEY ENTITLED ALTA/ACSM LAND TITLE SURVEY FOR ISO POLY FILMS, INC. 101 ISO PARKWAY, LAURENS COUNTY, GRAY COURT, SOUTH CAROLINA, DATED MAY 15, 2008, PREPARED BY SITE DESIGN, INC., AND RECORDED IN PLAT BOOK A576, PAGES 5 & 6, WITH THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN OLD P.K. NAIL LOCATED IN THE CENTER LINE OF OLD LAURENS ROAD AND THE EXTENSION OF ISO PARKWAY SOUTHERN RIGHT OF WAY AT THEIR INTERSECTION, THENCE RUNNING ALONG SAID CENTER LINE OF OLD LAURENS ROAD S 33-34-33 E 650.01 FEET TO AN OLD MAG NAIL AT THE JOINT CORNER OF TOWN OF GRAY COURT PROPERTY NOW OR FORMERLY, THENCE TURNING AND LEAVING SAID CENTER LINE AND RUNNING ALONG THE LINE OF TOWN OF GRAY COURT PROPERTY S 68-59-09 W 419.79 FEET TO A POINT, THENCE TURNING AND RUNNING S 22-10-43 E 103.79 FEET TO AN OLD 3/4" CRIMP TOP IRON PIN AT THE JOINT CORNER OF DONNA BREWINGTON PROPERTY NOW OR FORMERLY, THENCE TURNING AND RUNNING ALONG THE LINE OF THE BREWINGTON PROPERTY S 22-35-49 E 113.95 FEET TO A POINT LOCATED ON THE NORTHERN SIDE OF WILLIS STREET, THENCE TURNING AND RUNNING ALONG THE NORTHERN SIDE OF WILLIS STREET AND THE PROPERTY LINE OF G&T LAND DEVELOPMENT PROPERTY NOW OR FORMERLY S 66-02-31 W 1054.99 FEET TO AN OLD 3/4" OPEN TOP IRON PIN, CROSSING OVER AN OLD 1/2" REBAR IRON PIN AT 5.83 FEET, THENCE TURNING AND RUNNING ALONG THE CENTER LINE OF MOUNTAIN CREEK AS THE LINE N 81-55-08 W 97.99 FEET TO A POINT, THENCE RUNNING S 38-29-25 W 106.64 FEET TO A POINT, THENCE RUNNING S 54-58-57 W 61.29 FEET TO A POINT, THENCE TURNING AND STILL RUNNING ALONG SAID CENTER LINE OF CREEK AND THE LINE OF JONATHAN T. McCLURE AND ROBERT A. DOBSON III PROPERTY, NOW OR FORMERLY, S 77-49-55 W 133.91 FEET TO A POINT, THENCE RUNNING S 04-33-34 W 83.81 FEET TO A POINT, THENCE RUNNING S 53-32-19 W 213.71 FEET TO A POINT, THENCE RUNNING S 44-28-29 W 157.04 FEET TO A POINT, THENCE RUNNING S 15-23-59 W 119.98 FEET TO A POINT, THENCE RUNNING N 36-55-44 W 82.10 FEET TO A POINT, THENCE RUNNING N 17-26-17 W 171.04 FEET TO A POINT, THENCE RUNNING N 16-36-27 W 211.04 FEET TO A POINT, THENCE RUNNING N 00-32-19 E 138.29 FEET TO A POINT, THENCE RUNNING N 14-41-42 W 65.35 FEET TO A POINT, THENCE TURNING AND LEAVING SAID CENTER LINE OF THE CREEK AND RUNNING ALONG THE LINE OF JONATHAN T. McCLURE AND ROBERT A. DOBSON III PROPERTY NOW OR FORMERLY N 54-02-14 E 646.77 FEET TO AN OLD 5/8" REBAR IRON PIN LOCATED ON THE SOUTHERN RIGHT OF WAY OF ISO PARKWAY, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY AND RUNNING ALONG A CURVE TO THE LEFT WITH A RADIUS OF 60.00 FEET

AND A CHORD BEARING AND DISTANCE OF N 79-29-43 E 108.57 FEET TO AN OLD 5/8" REBAR IRON PIN, THENCE TURNING AND RUNNING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF N 35-39-22 E 35.08 FEET TO AN OLD 5/8" REBAR IRON PIN, THENCE TURNING AND RUNNING N 56-23-00 E 1080.98 FEET TO AN OLD MAG NAIL, THENCE TURNING AND RUNNING ALONG A CURVE TO THE LEFT WITH A RADIUS OF 283.00 FEET AND A CHORD BEARING AND DISTANCE OF N 53-44-55 E 20.51 FEET TO AN OLD 5/8" REBAR IRON PIN, THENCE TURNING AND STILL RUNNING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 283.00 FEET AND A CHORD BEARING AND DISTANCE OF N 45-23-30 E 70.35 FEET TO AN OLD 5/8" REBAR IRON PIN, THENCE TURNING AND RUNNING N 38-30-49 E 51.08 FEET TO A POINT, THENCE TURNING AND RUNNING N 38-27-33 E 169.26 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND WITH IMPROVEMENTS THEREON SITUATE, LYING AND BEING IN GRAY COURT, LAURENS COUNTY, STATE OF SOUTH CAROLINA, AND CONTAINING 17.315 ACRES, MORE OR LESS, ACCORDING TO A SURVEY ENTITLED ALTA/ACSM LAND TITLE SURVEY PREPARED FOR ISO POLY FILMS, INC., PREPARED BY SITE DESIGN, INC., DATED AUGUST 11, 2015, REVISED NOVEMBER 18, 2015, AND RECORDED IN THE LAURENS COUNTY CLERK OF COURT'S OFFICE IN PLAT BOOK A739 AT PAGE 1 AND 1A, WITH THE FOLLOWING METES AND BOUNDS, TO WIT:

BEGINNING AT AN IRON PIN SET 1/2" REBAR LOCATED ON THE SOUTHERN RIGHT OF WAY OF ISO PARKWAY AT THE JOINT CORNER OF LAURENS COUNTY PROPERTY, NOW OR FORMERLY, SAID IRON PIN ALSO BEING 874.8' WEST OF THE WESTERN RIGHT OF WAY OF OLD LAURENS ROAD; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING ALONG THE COMMON LINE WITH SAID LAURENS COUNTY PROPERTY S 33-38-42 E 620.09 FEET TO AN IRON PIN SET 1/2" REBAR ON THE COMMON LINE OF THE TOWN OF GRAY COURT PROPERTY, NOW OR FORMERLY; THENCE TURNING AND RUNNING ALONG THE COMMON LINE WITH SAID TOWN OF GRAY COURT PROPERTY S 66-02-31 W 639.05 FEET TO AN OLD 3/4" OPEN TOP IRON PIN; THENCE TURNING AND RUNNING STILL WITH THE TOWN OF GRAY COURT PROPERTY AND ALSO ALONG THE CENTER LINE OF MOUNTAIN CREEK AS THE LINE, THE FOLLOWING COURSES AND DISTANCES: N 81-55-08 W 97.99 FEET TO A POINT THENCE S 38-29-25 W 106.64 FEET TO A POINT; THENCE S 54-58-57 W 61.29 FEET TO A POINT; THENCE TURNING AND STILL RUNNING ALONG SAID CENTER LINE OF CREEK AND THE LINE AND ALSO WITH THE COMMON LINE OF GARY R. CURREY JR. PROPERTY, NOW OR FORMERLY, THE FOLLOWING COURSES AND DISTANCES: S 77-49-55 W 133.91 FEET TO A POINT; THENCE S 04-33-34 W 83.81 FEET TO A POINT; THENCE S 53-32-19 W 213.71 FEET TO A POINT; THENCE S 44-28-29 W 157.04 FEET TO A POINT; THENCE S 15-23-59 W 119.98 FEET TO A POINT; THENCE N 36-55-44 W 82.10 FEET TO A POINT; THENCE N 17-26-17 W 171.04 FEET TO A POINT; THENCE N 16-36-27 W 211.04 FEET TO A POINT; THENCE N 00-32-19 E 138.29 FEET TO A POINT; THENCE N 14-41-42 W 65.35 FEET TO A POINT AT THE

JOINT CORNER OF EIE LLC PROPERTY, NOW OR FORMERLY; THENCE TURNING AND LEAVING SAID CENTERLINE OF THE CREEK AS THE LINE AND RUNNING ALONG THE COMMON LINE OF SAID EIE LLC PROPERTY N 54-02-14 E 646.77 FEET TO AN OLD 5/8" REBAR IRON PIN LOCATED ON THE SOUTHERN RIGHT OF WAY OF ISO PARKWAY; THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY AND ALONG A CURVE TO THE LEFT WITH A RADIUS OF 60.00 FEET AND A CHORD BEARING AND DISTANCE OF N 79-29-43 E 108.57 FEET TO AN OLD 5/8" REBAR IRON PIN; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF N 35-39-22 E 35.08 FEET TO AN OLD 5/8" REBAR IRON PIN; THENCE TURNING AND RUNNING N 56-23-00 E 517.34 FEET TO THE POINT OF BEGINNING.

This being a portion of the property conveyed to Laurens County, South Carolina, by that certain Corrective Title of Real Estate from Jonathan T. McClure and Robert A. Dobson, III, dated December 1, 1999, and recorded on December 8, 1999, in the Office of the Register of Deeds for Laurens County, South Carolina, in Deed Book 486 at Page 13, correcting that certain Title to Real Estate from ISO Poly Films, Inc. to Laurens County, South Carolina, dated November 30, 1998, and recorded in the Office of the Register of Deeds for Laurens County, South Carolina on December 16, 1998, in Deed Book B448 at Page 37.

TMS: P/O 905-06-02-13



NEW BUSINESS:

**RESOLUTION #2018-35
ADA COMPLIANCE**



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: August 7, 2018

DEPARTMENT / AGENCY: Upper Savannah Council of Governments

NAME: Rick Green via Betty Walsh

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

SIGNATURE: BWalsh

COUNCIL ACTION REQUESTED: I was contacted last week by email from Rick Green of the Upper Savannah Council of Governments asking about a signed Resolution regarding the ADA documents on the last Council agenda. As I did not recall a Resolution on the past agenda, I did look back to be certain of this. I also looked back for past actions of this nature. In the past we have had a resolution to accompany the documents and signed by the full Council. I have discussed this with Rick Green and Pam Davenport of the COG and, collectively have determined that the following actions need to be taken:

1.) A Resolution needs to be placed on the agenda for the next meeting of Council. I have this Resolution from previous years and revise to accommodate this year;

2.) The Compliance Verification Certificate needs to include the Human Resources Director.

- Being that public notices have already been published with the Finance Office Director as the ADA Coordinator, and the time involved with republishing these notices would be very tricky due to timing with the forth coming State monitoring, the defined ADA Coordinator – Finance Department, Lisa Kirk - for this period will remain as noted on the public notices. But, the upcoming years – 2018/2019 forward - notifications will list the Human Resources Department as the ADA Coordinator.

- The signatures required on the Compliance Verification Certificate (another will be provided) will now read:

By: _____ Date: July 24, 2018

Lisa T. Kirk, Director of Finance

ADA Coordinator for Laurens County

Attested By: _____

Mary Delores Parker, Director, Human Resources

To Whom It May Concern:

All county-owned facilities and services listed in the Self Evaluation Plan and Transition Plan have been reviewed by staff and are accessible to persons with disabilities as of this date.

No additional buildings have been acquired by the county.

The Grievance Procedure has been reviewed and updated and a Reasonable Accommodation Policy has been enacted.

By: _____

Date: July 24, 2018

Lisa Kirk, Director of Finance
ADA Coordinator for Laurens County

Attested By: _____

Debi Parker, Director, Human Resources

STATE OF SOUTH CAROLINA)
)
COUNTY OF LAURENS)

RESOLUTION #2018-35

**ADOPTING LAURENS COUNTY'S
AMERICANS WITH DISABILITIES ACT / 504 PLANS**

WHEREAS, the United States Congress has enacted the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1975; and,

WHEREAS, the ADA / Section 504 requires that each local governmental unit develop plans identifying all changes needed to public facilities and policies to achieve program accessibility; and,

WHEREAS, Laurens County in 1993 developed a self-evaluation and transition plan pursuant to this requirement; and,

WHEREAS, public input has been sought and received regarding these plans and these plans have been informally in place since 1993.

NOW, THEREFORE, be it resolved by Laurens County Council that the referenced plans for the County are hereby formally approved and adopted.

This resolution shall become effective upon its passage.

LAURENS COUNTY COUNCIL:

Joseph E. Wood, Jr, Chairman

P. Keith Tollison, Vice Chairman

Diane B. Anderson, Council Member

Stewart O. Jones, Council Member

Garrett C. McDaniel, Council Member

Ted G. Nash, Council Member

David A. Pitts, Council Member

ATTEST:

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

Date:_____

NOTICE OF NON-DISCRIMINATION

Laurens County does not discriminate on the basis of disability in the Admission to, access to, or operations of programs, services or activities.

Qualified individuals who need accessible communication aids and services or other accommodations to participate in programs and activities are invited to make their needs and preferences known to the ADA/504 Coordinator. Please give us at least a three (3) to five (5) day advance notice, so we can adequately meet your needs.

An internal grievance procedure is available to resolve complaints.

Questions, concerns or requests for additional information regarding ADA / 504 should be forwarded to the following:

ADA / Section 504 Contact Name:	Lisa T. Kirk
Title:	ADA / 504 Coordinator
Address:	100 Hillcrest Square Administration Building PO Box 445 Laurens, South Carolina 29360
SC Relay:	1-800-735-2905 TTY – 711
	Phone: (864) 681-3160
Days Available:	Monday – Friday 9:00 A.M. – 5:00 P.M.

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By: _____

Date: July 24, 2018

Lisa T. Kirk, Director of Finance

ADA Coordinator for Laurens County

Attested By: _____

Mary Delores Parker, Director, Human Resources

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- 1.) The attached form 2018 NOTICE OF ..... Is posted in all County buildings - it has been updated for this year
- 2.) The attached Resolution has been updated and will go in agenda packages



3.) The Certification Authorization has also been updated and will go in the agenda packages