



AGENDA
KERSHAW COUNTY COUNCIL MEETING
DECEMBER 13, 2016 ~ 5:30 P.M.
COUNTY COUNCIL CHAMBERS
KERSHAW COUNTY GOVERNMENT CENTER
515 Walnut Street, Camden, SC 29020

Call to Order

Invocation/Pledge of Allegiance
Chairman Julian Burns

Public Comments

Public Hearing

- A Public Hearing in Regards to an Ordinance (1) Amending Ordinance No. 10.2002 Enacted on November 12, 2002 Relating to the Jointly Owned and Operate Industrial/Business Park Developed in Conjunction with Sumter County (The "Park") so as to Remove the Current Expiration Date Applicable to such Park, as well as the Second Amendment of Agreement Dated April 27, 1999 for the Development of a Joint County Industrial and Business Park made and Entered into as of November 26, 2002 Regarding such Park (The "Park Agreement"); (2) Approving an Amendment to the Park Agreement to Enlarge the Boundaries of the Park to Include Certain Property Owned and/or Operated by Bethune Nonwovens Inc., to the Extent not Already so Included; and (3) Authorizing Other Matters Related Thereto
A Public Hearing in Regards to a Proposed Ordinance by Kershaw County Council Authorizing the Execution of the Contract of Sale to Certain Real Property in Heritage Pointe Industrial Park by and between Fairfield Electric Cooperative, Inc., Kershaw County and Project Local and Authorizing the Execution of Other Documents Involving the Sale and Conveyance of Property to Project Local

Adoption of Agenda

Public Presentation

- AT&T Check Presentation to Economic Development – Mr. Ike Byrd

Approval of Minutes

November 22, 2016 MeetingA
November 30, 2016 Called MeetingB

Resolution

- A Resolution Consenting to a Two-Year Extension of the Investment Period for Oak-Mitsui, Inc. under Its Fee Agreement with Kershaw County Pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as Amended, and Other Matters Related theretoC
A Resolution Providing Preliminary Approval for Certain Incentives to Induce Project Local Acting for Itself, One or More Current or Future Affiliates and Other Project Sponsors (Collectively, "Company") to Establish Manufacturing and Related Facilities in Kershaw County, South Carolina ("County"), Inducing Negotiated Fee in Lieu of AD VALOREM Tax ArrangementsD

Ordinances

- Third Reading of an Ordinance by Kershaw County Council Authorizing the Execution of the Contract of Sale to Certain Real Property in Heritage Pointe Industrial Park by and between Fairfield Electric Cooperative, Inc., Kershaw County and Project Local and Authorizing the Execution of Other Documents Involving the Sale and Conveyance of Property to Project LocalE
Third Reading of an Ordinance(1) Amending Ordinance No. 10.2002 Enacted on November 12, 2002 Relating to the Jointly Owned and Operated Industrial/Business Park Developed in Conjunction with Sumter County (The "Park") so as to Remove the Current Expiration Date Applicable to Such Park, as well as the Second Amendment of Agreement Dated April 27, 1999 for the Development of a Joint County Industrial and Business Park Made and Entered into as of November 26, 2002 Regarding such Park (The "Park Agreement"); (2) Approving an Amendment to the Park to Enlarge the Boundaries of

- the Park to Include Certain Property Owned and/or Operated by Bethune Nonwovens, Inc., to the Extent not Already so Included and (3) Authorizing Other Matters Related HeretoF
3. Second Reading of an Ordinance Authoring the Execution and Delivery of a Fee Agreement by and between Kershaw County, South Carolina, and Project Local, Its Affiliates and Assigns to Provide for a Fee, in Lieu of *AD VALOREM* Taxes Incentive, and Other Matters Related TheretoG
 4. Second Reading of an Ordinance Approving the Financing of Certain Sewer System Improvements in Kershaw County, South Carolina, through the Borrowing of Not Exceeding Seven Hundred Thousand Dollars (\$700,00), Plus Capitalized Interest, if any, from the State Water Pollution Control Revolving Fund, by Agreement with the South Carolina Water Quality Revolving Fund Authority, Pursuant to Title 48, Chapter 5 of the Code of Laws of South Carolina, 1976, as Amended, Providing for the Agreement to Make and to Accept a Loan; the Execution and Delivery of a Loan Agreement between Kershaw County and the South Carolina Water Quality Revolving Fund Authority, the Execution and Delivery of a Promissory Note from Kershaw County to the South Carolina Water Quality Revolving Fund Authority; Providing for the Levy and Collection of Property Taxes for the Payment of Such Note; and Other Matters Relating TheretoH

New Business

1. Discussion Regarding the EMS StationI
2. Allocation Discussion Regarding Gates Ford Community Center BuildingJ
3. Central Carolina Scholars ProgramK

Proclamation

- Proclamation Recognizing Ms. Joyce McDonald, Clerk of CourtL

For Information OnlyM

Council Briefings

Administrator’s Briefing

Legal Briefing

Executive Session (Action may be taken on issues discussed in Executive Session)

Adjournment

Individuals who need auxiliary aids for effective communication concerning the above meeting should contact the Clerk to Council at 425-1500, 24 hours prior to the scheduled meeting. This institution is an equal opportunity provider and employer.

PUBLIC COMMENT GUIDELINES
(Amended by Kershaw County Council, August 12, 1997)

1. **Public Comment:**
 - > is an opportunity for members of the public to share information with Council
 - > is not a time for debate with or questions and answers from Council
 - > is a time for Council to receive input
 - > is not a time for Council responseIn short, during Public Comment Council will LISTEN to public comment, but not COMMENT on public comment.
2. Offensive and inappropriate comments will not be tolerated and comments should be limited to statements and rhetorical questions.
3. If a group would like to speak to Council, we request that a spokesperson be selected and that this person indicate the group he/she is representing on the sign-up sheet and in his/her comments.
4. Public comment is a time to discuss issues, not individuals. Other avenues exist for individual personnel complaints.
5. Public comment period is limited to 30 minutes with 5 minutes maximum allowed per individual speaker.

PUBLIC HEARING GUIDELINES
(Adopted by Kershaw County Council, October 9, 2012)

1. Prior to the public hearing persons wishing to speak should sign up to speak.
2. Immediately prior to County Council being called to order, that it be announced that persons wishing to speak should sign up.
3. When the public hearing is opened, that persons be notified as to how many people have signed up and in what order.
4. Persons will speak in the order in which they signed up.
5. Each person can speak a maximum of ten minutes.
6. Comments at public hearings should be germane to the matter subject to the public hearing which should be liberally construed.

PUBLIC PRESENTATIONS GUIDELINES
(Adopted by Kershaw County Council, February 26, 2013)

1. A "public presentation" as an agenda item is limited to non-governmental organizations that wish to make requests or present information to County Council involving matters which are within the purview or statutory scope of County Council's authority.
2. A public presentation is limited to no more than two per meeting. The maximum time allotted for a public presentation is 15 minutes. No action is taken by County Council as a result of a public presentation.
3. Governmental entities, agencies of Kershaw County, or boards of Kershaw County can likewise present a public presentation as an agenda item. Governmental entities, agencies of Kershaw County, or boards of Kershaw County or entities that have a contractual relationship with Kershaw County can likewise request to be put on the agenda under New Business.
4. A request to be put on the agenda as a public presentation, or new business (if applicable) shall be accompanied by a written request which shall state the nature of the public presentation and the substantive content of the proposed presentation.
5. Individuals or representatives of organizations that wish to express concerns to County Council or to comment as to public matters are more appropriate to present their concerns or comments during the "public comment" section on the Council agenda.

Kershaw County Mission

It is the mission of Kershaw County Council to provide policy leadership, work to ensure adequate resources are available, monitor the consequences of policy decisions and make changes as necessary to ensure goals are being met in order to move the county in the direction of realizing its vision for the future.

Kershaw County Values

In meeting the needs of the citizens of Kershaw County, Council will be guided by the values of honesty, transparency, courageous leadership, civility, respect and understanding issues and concerns through active listening.

Kershaw County Vision

Kershaw County Government seeks to create an environment in which partnerships between the private and public sectors are developed for the purpose of improving the prosperity and quality of life for our citizens. Kershaw County will foster a climate conducive to increased economic development and improvement of the educational, social and cultural opportunities for our citizens. Kershaw County will provide the leadership to ensure citizen participation in the governance of the county as it works to deliver the highest quality of services in the most cost-effective manner.

The regular meeting of the Kershaw County Council was held on Tuesday, November 22, 2016, at 5:30 p.m. in Council Chambers at the Kershaw County Government Center.

Council Present: Tom Gardner Dennis Arledge Sammie Tucker, Jr.
Robert Gary Jimmy Jones

Staff Present: Vic Carpenter Danny Templar Merri Seigler Ken DuBose
Judge Branham Peggy McLean Lauren Reeder Barry Nelson
Peter Furlong Keith Ray Craig Nelson Joe Eason
Councilman-Elect Ben Connell Councilman-Elect Al Bozard

Members of the public and representatives of the media were also present.

In accordance with the Freedom of Information Act, copies of the agenda were sent to the newspapers, TV and radio stations, citizens of the county, department heads, and posted on the county website and in the lobby of the Kershaw County Government Center.

Vice-Chairman Gardner called the meeting to order and welcomed those in attendance, after which he gave the invocation and led the pledge of allegiance.

PUBLIC COMMENTS

Mr. Tom Webb suggested that the "no smoking" ordinance be left to the public to decide.

Mr. Sidney Butler advised the Council that the Amtrak depot is open after being refurbished.

PUBLIC HEARING

A Public Hearing to Consider Comments Both for and against a Proposed Kershaw County Ordinance to Prohibit Smoking and the Use of Other Tobacco Products on County Property

No comments

ADOPTION OF AGENDA

Councilman Tucker moved to adopt the agenda, seconded by Councilman Gary.

In favor: Tom Gardner Dennis Arledge Sammie Tucker, Jr.
Robert Gary Jimmy Jones

PUBLIC PRESENTATION

Sheheen, Hancock and Godwin - Audit Presentation

Mr. Mark Wood, accountant for Sheheen, Hancock and Godwin, presented Council with a brief overview of the latest audit stating the County received an unmodified rating. The highest allowed. He thanked the Finance Department for their cooperation and help. (see handout)

APPROVAL OF MINUTES

Councilman Gary moved to approve the minutes of October 25, 2016, seconded by Councilman Arledge.

In favor: Tom Gardner Dennis Arledge Sammie Tucker, Jr.
Robert Gary Jimmy Jones

Councilman Gary moved to approve the minutes of the November 1, 2016, called meeting, seconded by Councilman Tucker.

In favor: Tom Gardner Dennis Arledge Sammie Tucker, Jr.
Robert Gary Jimmy Jones

PROCLAMATION

A Proclamation Honoring Mara Horton Jones

Councilman Tucker moved to adopt the proclamation, seconded by Councilman Arledge.

In favor: Tom Gardner Dennis Arledge Sammie Tucker, Jr.
 Robert Gary Jimmy Jones

ORDINANCES

Third Reading of an Ordinance by Kershaw County to Adopt an Ordinance Prohibiting Smoking and the Use of Other Tobacco Products on County Property

Councilman Arledge moved to adopt the ordinance, seconded by Councilman Tucker.

In favor: Tom Gardner Dennis Arledge Sammie Tucker, Jr.
 Robert Gary Jimmy Jones

Second Reading in Title Only of an Ordinance by Kershaw County Council Authorizing the Execution of the Contract of Sale to Certain Real Property in Heritage Pointe Industrial Park by and between Fairfield Electric Cooperative, Inc., Kershaw County and Project Local and Authorizing the Execution of Other Documents Involving the Sale and Conveyance of Property to Project Local

Councilman Gary moved to adopt the ordinance, seconded by Councilman Arledge..

In favor: Tom Gardner Dennis Arledge Sammie Tucker, Jr.
 Robert Gary Jimmy Jones

First Reading of an Ordinance in Title Only Authoring the Execution and Delivery of a Fee Agreement by and between Kershaw County, South Carolina, and Project Local, Its Affiliates and Assigns to Provide for a Fee in Lieu of AD VALOREM Taxes Incentive, and Other Matters Related Thereto

Councilman Gary moved to adopt the ordinance, seconded by Councilman Arledge.

In favor: Tom Gardner Dennis Arledge Sammie Tucker, Jr.
 Robert Gary Jimmy Jones

First Reading of an Ordinance Approving the Financing of Certain Sewer System Improvements in Kershaw County, South Carolina, through the Borrowing of Not Exceeding Seven Hundred Thousand Dollars (\$700,00), Plus Capitalized Interest, if any, from the State Water Pollution Control Revolving Fund, by Agreement with the South Carolina Water Quality Revolving Fund Authority, Pursuant to Title 48, Chapter 5 of the Code of Laws of South Carolina, 1976, as Amended, Providing for the Agreement to Make and to Accept a Loan; the Execution and Delivery of a Loan Agreement between Kershaw County and the South Carolina Water Quality Revolving Fund Authority, the Execution and Delivery of a Promissory Note from Kershaw County to the South Carolina Water Quality Revolving Fund Authority; Providing for the Levy and Collection of Property Taxes for the Payment of Such Note; and Other Matters Relating Thereto

Councilman Tucker moved to adopt the ordinance, seconded by Councilman Arledge.

In favor: Tom Gardner Dennis Arledge Sammie Tucker, Jr. Jimmy Jones
Opposed: Robert Gary

First Reading of an Ordinance(1) Amending Ordinance No. 10.2002 Enacted on November 12, 2002 Relating to the Jointly Owned and Operated Industrial/Business Park Developed in Conjunction with Sumter County (The "Park") so as to Remove the Current Expiration Date Applicable to Such Park, as well as the Second Amendment of Agreement Dated April 27, 1999 for the Development of a Joint County Industrial and Business Park Made and Entered into as of November 26, 2002 Regarding such Park (The "Park Agreement"); (2) Approving an Amendment to the Park to Enlarge the Boundaries of the Park to Include Certain Property Owned and/or Operated by Bethune Nonwovens, Inc., to the Extent not Already so Included and (3) Authorizing Other Matters Related Hereto

Councilman Gary moved to adopt the ordinance, seconded by Councilman Arledge.

In favor: Tom Gardner Dennis Arledge Sammie Tucker, Jr.
Robert Gary Jimmy Jones

NEW BUSINESS

Wastewater Treatment Plant Chlorine Contact Chamber Improvements Bid

Councilman Arledge moved to award the bid for the Chlorine Contact Chamber improvements to Site Concepts in the amount of \$122,000 and the bid for the WWTP Office Building to Hunter Builders in the amount of \$616,940, seconded by Councilman Tucker.

In favor: Tom Gardner Dennis Arledge Sammie Tucker, Jr. Jimmy Jones
Opposed: Robert Gary

Consideration of Scheduling County Council Meetings at a Later Time

Councilman Gary moved that Kershaw County Council prescribe a schedule for County Council to meet on the second and fourth Tuesday of each month at a specified time in the Council Chambers at the Kershaw County Government Center, and that the schedule be made public, seconded by Councilman Jones. Councilman Gary withdrew his motion after discussion.

Discussion and Vote Pertaining to the Meeting of Kershaw County Council Scheduled for Tuesday, December 27, 2016

Councilman Gary moved to cancel the December 27 meeting, seconded by Councilman Arledge.

In favor: Tom Gardner Dennis Arledge Sammie Tucker, Jr.
Robert Gary Jimmy Jones

Discussion Regarding County Holiday Operating Schedules

Councilman Jones moved to eliminate the County holiday for election day, seconded by Councilman Arledge.

In favor: Dennis Arledge Jimmy Jones
Opposed: Tom Gardner Sammie Tucker Robert Gary

Request for Consideration the Purchase of Two Pumpers for Fire Services

Councilman Gary moved to approve the purchase of two fire pumpers in the amount of \$600,000 from Fire Service Reserves, seconded by Councilman Tucker. One pumper is to be placed at Baron DeKalb and the other at Antioch.

In favor: Tom Gardner Dennis Arledge Sammie Tucker, Jr.
Robert Gary Jimmy Jones

COUNCIL BRIEFINGS

Councilman Gary

No report

Councilman Jimmy Jones

Mr. Jones congratulated Mrs. Joanna Craig for being elected to the Camden City Council. He also welcomed by Mr. Doug Fielding and Mr. Justin Jones.

Councilman Arledge

Mr. Arledge thanked Council for supporting the Tobacco Ordinance.

Councilman Tucker

Mr. Tucker thanked Mr. Carpenter and staff for the successful audit. He Congratulated Mr. Ben Connell and Mr. Al Bozard for their elections to County Council. Mr. Tucker also thanked the citizens and his constituents for his re-election. He wished everyone a Happy Thanksgiving and safe travels. God Bless!

Vice-Chairman Gardner

Mr. Gardner congratulated Mr. Ben Connell, Mr. Al. Bozard for their election to Council and Mr. Tucker's re-election. He also wished everyone a Happy Thanksgiving and safe travels.

ADMINISTRATOR'S BRIEFING

Mr. Carpenter Council for the recognition regarding the audit and he thanked Mrs. Angie Helms, Finance Director, and her staff. He noted the vacancies on the Recreation Committee, ATAX Committee and the Airport Commission. Mr. Carpenter informed Council a called meeting was needed to address the Bethune Non-woven ordinance.

LEGAL BRIEFING

No report

ADJOURNMENT

Councilman Tucker moved to adjourn, seconded by Councilman Gary.

In favor:	Tom Gardner	Dennis Arledge	Sammie Tucker, Jr.
	Robert Gary	Jimmy Jones	

The meeting adjourned at 6:27 p.m.

Date Approved

Clerk to Council

A called meeting of the Kershaw County Council was held on Wednesday, November 30, 2016 at 4:00 p.m. in Council Chambers at the Kershaw County Government Center.

Council Present: Julian Burns Dennis Arledge Sammie Tucker, Jr. C. R. Miles, Jr.
Tom Gardner Jimmy Jones Councilman-Elect Ben Connell

Staff Present: Vic Carpenter Danny Templar Merri Seigler Ken DuBose

Members of the public and representatives of the media were also present.

In accordance with the Freedom of Information Act, copies of the agenda were sent to the newspaper, TV and radio stations, citizens of the county, department heads and posted on the website.

Chairman Burns called the meeting to order and welcomed those in attendance.

AGENDA

Councilman Gary moved to approve the agenda, seconded by Vice-Chairman Gardner.

In Favor: Julian Burns Dennis Arledge Sammie Tucker, Jr. Tom Gardner
Bobby Gary C. R. Miles, Jr. Jimmy Jones

ORDINANCE

Second Reading of an Ordinance(1) Amending Ordinance No. 10.2002 Enacted on November 12, 2002 Relating to the Jointly Owned and Operated Industrial/Business Park Developed in Conjunction with Sumter County (The "Park") so as to Remove the Current Expiration Date Applicable to Such Park, as well as the Second Amendment of Agreement Dated April 27, 1999 for the Development of a Joint County Industrial and Business Park Made and Entered into as of November 26, 2002 Regarding such Park (The "Park Agreement"); (2) Approving an Amendment to the Park to Enlarge the Boundaries of the Park to Include Certain Property Owned and/or Operated by Bethune Nonwovens, Inc., to the Extent not Already so Included and (3) Authorizing Other Matters Related Hereto

This ordinance creates a "no expiration date". Councilman Tucker moved to adopt the ordinance, seconded by Vice-Chairman Gardner.

In Favor: Julian Burns Dennis Arledge Sammie Tucker, Jr. Tom Gardner
Bobby Gary C. R. Miles, Jr. Jimmy Jones

EXECUTIVE SESSION

Councilman Tucker moved to go into Executive Session to discuss updates on Project Dragonfly and issues with Plains Pipeline LPG, seconded by Vice-Chairman Gardner. Councilman Tucker moved to amend his motion to include Councilman-Elect Ben Connell in the Executive Session, seconded by Vice-Chairman Gardner.

In Favor: Julian Burns Dennis Arledge Sammie Tucker, Jr. Tom Gardner
Bobby Gary C. R. Miles, Jr. Jimmy Jones

Councilman Tucker moved to come out of Executive Session, seconded by Vice-Chairman Gardner. No votes were taken.

In Favor: Julian Burns Dennis Arledge Sammie Tucker, Jr. Tom Gardner
Bobby Gary C. R. Miles, Jr. Jimmy Jones

ADJOURNMENT

Councilman Tucker moved to adjourn, seconded by Vice-Chairman Gardner.

In Favor: Julian Burns Dennis Arledge Sammie Tucker, Jr. Tom Gardner
Bobby Gary C. R. Miles, Jr. Jimmy Jones

The meeting adjourned at 4:24 p.m.

Date Approved

Clerk to Council

STATE OF SOUTH CAROLINA)
) RESOLUTION 115.2016
COUNTY OF KERSHAW)

A RESOLUTION CONSENTING TO A TWO-YEAR EXTENSION OF THE INVESTMENT PERIOD FOR OAK-MITSUI, INC. UNDER ITS FEE AGREEMENT WITH KERSHAW COUNTY PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to the provisions of Chapter 44 of Title 12, Code of Laws of South Carolina, 1976, as amended (the "Act"), Kershaw County, South Carolina (the "County") and Oak-Mitsui, Inc. (the "Company") previously entered into a Fee Agreement dated as of November 8, 2011 (the "Agreement"); and

WHEREAS, the qualifying investment period with respect to the Project as provided in the Agreement ends five years after the Commencement Date (as defined therein), unless otherwise extended (the "Investment Period"); and

WHEREAS, the Company has requested a two-year extension of the Investment Period pursuant to Section 12-44-30(13) of the Act; and

WHEREAS, the Company has prepared and presented to the County Council the form of an Amendment to Fee Agreement that is in appropriate form and is agreeable to the County, and which provides for a two-year extension of the Investment Period, a copy of which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED by the Kershaw County Council ("County Council") in a meeting duly assembled as follows:

Section 1. In accordance with Section 12-44-30(13) of the Act, the County hereby consents to a two-year extension of the Investment Period.

Section 2. The Chairman of the County Council, for and on behalf of the County, is hereby authorized and directed to execute the Amendment to Fee Agreement and to do any and all things necessary to effect the extension of the Investment Period and the performance of all obligations of the County under and pursuant to the Agreement.

Section 3. The provisions of this Resolution 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 4. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Resolution shall take effect and be in full force from and after its passage and approval.

Section 5. This Resolution shall take effect and be in full force from and after its passage by the County Council.

Passed and approved this 13th day of December, 2016.

KERSHAW COUNTY, SOUTH CAROLINA

(SEAL)

ATTEST:

Merri M. Seigler
Clerk to County Council

Exhibit A

Amendment to Fee Agreement

STATE OF SOUTH CAROLINA)
)
KERSHAW COUNTY)

Resolution No. 116.2016
KERSHAW COUNTY, SC

PROVIDING PRELIMINARY APPROVAL FOR CERTAIN INCENTIVES TO INDUCE PROJECT LOCAL ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT SPONSORS (COLLECTIVELY, "COMPANY") TO ESTABLISH MANUFACTURING AND RELATED FACILITIES IN KERSHAW COUNTY, SOUTH CAROLINA ("COUNTY"), INCLUDING NEGOTIATED FEE IN LIEU OF AD VALOREM TAX ARRANGEMENTS

WHEREAS, the County, acting by and through its County Council ("Council"), is authorized and empowered, under and pursuant to the provisions of the *Code of Laws of South Carolina* (1976, as amended) through the date hereof ("Code"), particularly Title 12, Chapter 44 thereof ("Fee in Lieu of Tax Simplification Act") and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to establish projects through which the economic development of the State of South Carolina ("State") will be promoted and trade developed, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; and (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments with respect to a project;

WHEREAS, Project Local, acting for itself, one or more current or future affiliates and other project sponsors (collectively, "Company") proposes to invest in, or cause others to invest in, the establishment of certain manufacturing and related facilities in the County ("Project"), which the Company expects will result in the investment of a minimum of \$2,500,000; and

WHEREAS, based on the information the Company provided, the County has determined the Project would serve the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities of the County, and the citizens and residents of the County due to the investment associated therewith, which contribute to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by offering the FILOT incentive hereinafter described, subject, however, to final approval by ordinance of the County Council.

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

Section 1. As contemplated by §12-44-40(A) of the Code, based on the information the Company provided, the County identifies the Project as a "project" and makes the following findings and determinations: (a) the Project will constitute a "project" within the meaning of the Fee in Lieu of Tax Simplification Act; (b) the Project, and the County's actions herein, will serve the purposes of the Fee in Lieu of Tax Simplification Act; (c) the Project is anticipated to benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise provided locally; (d) the Project gives rise to no

pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; (e) the purposes to be accomplished by the Project are proper governmental and public purposes; (f) the benefits of the Project are greater than the costs; and (g) the Project will have a substantial public benefit.

Section 2. Subject to the provisions of the Act and to final approval by the Council through adoption of an ordinance (“Approving Ordinance”), the County Chairman and such other officials of the County as may be designated by such Approving Ordinance are hereby authorized, by and on behalf of the County, to negotiate and enter into a fee in lieu of tax and incentive agreement as a means of inducing the Project expand in the County.

Section 3. All orders, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Resolution shall take effect and be in full force upon adoption by the Council.

[SIGNATURE PAGE FOLLOWS]
[Remainder of Page Intentionally Blank]

Adopted: December 13, 2016

KERSHAW COUNTY, SOUTH CAROLINA

ATTEST:

Merri M. Seigler, Clerk to County Council
Kershaw County, South Carolina

ORDINANCE No. 298.2016

AN ORDINANCE BY KERSHAW COUNTY COUNCIL AUTHORIZING THE EXECUTION OF THE CONTRACT OF SALE TO CERTAIN REAL PROPERTY IN HERITAGE POINTE INDUSTRIAL PARK BY AND BETWEEN FAIRFIELD ELECTRIC COOPERATIVE, INC., KERSHAW COUNTY, AND PROJECT LOCAL AND AUTHORIZING THE EXECUTION OF OTHER DOCUMENTS INVOLVING THE SALE AND CONVEYANCE OF PROPERTY TO PROJECT LOCAL

WHEREAS, Kershaw County and Fairfield Electric Cooperative, Inc. entered into a development Agreement dated March 1, 1999, recorded March 2, 1999, as to the Heritage Pointe Industrial Park; and

WHEREAS, Kershaw County Council has an equitable interest in the property subject to the development Agreement; and

WHEREAS, the development Agreement requires that Kershaw County approve and consent to the sale of any real property subject to the development Agreement.

NOW, THEREFORE, BE IT ORDAINED that:

1. Kershaw County Council hereby approves, ratifies and authorizes the execution of the Contract of Sale attached as Exhibit A.
2. Kershaw County Council authorizes all of the acts necessary to convey the property pursuant to and subject to the terms and conditions of the development Agreement.
3. The Contract of Sale is approved in substantially the form as attached and Kershaw County authorizes the extension of contingencies and due diligence under the Contract and the closing date if requested by Fairfield Electric Cooperative, Inc. and Project Local for a period not to exceed sixty (60) days.

THIS ORDINANCE SHALL BECOME EFFECTIVE UPON THIRD READING.

ADOPTED by Kershaw County Council this 13th day of December, 2016.

KERSHAW COUNTY COUNCIL

By: _____

ATTEST:

Merri M. Seigler
Clerk to County Council

First Reading: October 25, 2016
Second Reading: November 22, 2016
Public Hearing: December 13, 2016
Third Reading: December 13, 2016

- A letter from [REDACTED], indicating that [REDACTED] has sufficient funds held in escrow by [REDACTED] to close the transaction. [REDACTED] is wholly owned by the ownership interest in Buyer.

3. Contingencies: This Contract of Sale and the Closing as hereinafter defined shall be contingent upon the following, to be completed by December 29, 2016 or as extended by written agreement of Seller, Buyer and Kershaw County.

- a. Kershaw County will enter into a Fee in Lieu of Tax (FILOT) agreement with Buyer for the taxable property (land, building, new machinery & equipment) for a twenty year term at an assessment rate of 6% and the millage rate locked for the term of the agreement. The terms of the FILOT Agreement, Ordinance and Inducement Resolution to be prepared by Buyer and approved by Kershaw County and enacted by appropriate action of Kershaw County.
- b. Kershaw County has provided Buyer all due diligence reports. Additionally Kershaw County will provide the results of a geotechnical study which will be completed by December 1, 2016 and approved by Buyer.
- c. Construction of a new facility by Buyer on the property, new machinery and equipment as provided for in the FILOT Agreement, Ordinance and Inducement Resolution. This contingency is a covenant and contractual agreement between Kershaw County and Buyer that will survive closing.

- d. Seller will provide electrical service to the facility on the property. This contingency is a covenant and contractual agreement between Seller and Buyer that will survive closing.
- e. Seller will obtain release of property from mortgages of Rural Utilities Service, National Rural Utilities Cooperative Finance Corporation and CoBank, ACB.
- f. Seller will obtain release of property from development Agreements (recorded at Book 0492, page 0189 and Book 0734, page 115) and compliance by Seller, Kershaw County and Buyer with conditions of Agreements.
- g. Seller will obtain release of property from mortgage of Kershaw County.
- h. Placing Restrictive Covenants as to the property (similar to Declaration of Restrictive Covenants recorded July 9, 1996 in Book 0442 at page 030) as agreed upon between Seller, Kershaw County and Buyer.

4. Title and Closing Documents/Survey: Title of the Property shall be conveyed in fee simple, insurable title, with documentary stamps affixed, by general warranty deed; free of all liens and encumbrances except for (a) customary utility easements and easements and encroachments shown on that plat recorded August 15, 2016 in Book 3567 at page 259; (b) federal, state and local laws or regulations which do not adversely effect, in Buyer's sole opinion, its intended use of the Property; (c) any other reasonable encumbrance that does not preclude Buyer, in its sole opinion, from using the Property for its intended purpose. At closing, Seller shall provide an owner's affidavit as to no other persons or entities in possession of the

property or entitled to possession of the property or any part thereof and no liens and such further instruments as may be reasonably required by Buyer or the title insurance company to vest in Buyer title to the Property being purchased. Buyer shall examine title and notify Seller of any alleged defects therein by December 1, 2016. "Defect" shall include but not be limited to any matters of title which, in the Buyer's sole opinion, adversely affect the value, marketability or use of the Property by the Buyer for the Buyer's intended purposes. Thereafter, Seller shall have twenty (20) days to clear the title of said Defect. If Seller is unwilling or unable to provide fee simple title free and clear of any such Defects within the aforementioned twenty (20) day period, then Seller shall authorize the return of Buyer's earnest money and this Contract of Sale shall be deemed terminated.

Buyer may obtain a survey during the due diligence period at Buyer's cost, and any objection as to the new matter of survey shown thereon not shown on the plat recorded August 15, 2016, in Book 3567 at page 259, by Buyer will be addressed in the same manner as matters of title set forth above.

Record title is subject to matters disclosed on survey prepared for Kershaw County by Robert H. Lackey Surveying, Inc. dated March 26, 2008 and recorded August 15, 2016 in Book 3567 at page 259.

5. Taxes: All real estate taxes and other assessments against the Property shall be prorated between the parties on a per diem basis.

6. Due Diligence: Buyer shall have until December 29, 2016, in which to determine, in its sole discretion, whether the Property is suitable for its intended purpose. Buyer and its representatives shall be provided access to the Property and permission to enter upon same in

order to conduct its surveying, environmental, engineering and other due diligence investigations as provided for in this Contract of Sale. Buyer agrees to indemnify Seller for any damages, and/or any injuries, including reasonable attorney's fees, arising out of or by reason of the investigations, and further agrees to indemnify the Seller for any liens or claims arising from the performance of any inspections as provided herein.

If Buyer determines during due diligence, in its sole discretion, that the property is not suitable for its intended purposes, Buyer shall notify seller in writing and receive a refund of the earnest money and in such an event this contract will be void.

7. Assignment: Buyer can assign this Contract to [REDACTED].

8. Closing and Closing Costs: Closing shall take place within ten (10) business days of the ending of the Due Diligence Period and satisfaction and/or acceptance of contingencies (or at such earlier time as may be agreed upon) at the offices of DuBose-Robinson, PC, 935 Broad Street, Camden, South Carolina or such other place as the parties may agree. Seller will pay all costs of deed preparation, transfer fees, excise taxes (if any are applicable) and the cost of all revenue or documentary stamps and other release fees imposed in connection with recording the deed delivered to Buyer. Buyer will pay recording fees for deed.

9. Seller's Representations and Warranties: Seller represents and warrants to Buyer that to the best of Seller's knowledge, (a) there is no pending, threatened or contemplated condemnation or other action, suit, investigation or proceeding affecting the Property or any portion thereof, (b) there exist no uncured notices which have been served by any governmental authority of violations of law, rules or regulations which would affect the Property or any portion thereof or its proposed development, or which would subject the Property to

development, or which would subject the Property to a federal forfeiture action under any federal criminal or civil statute, (c) there are no commitments to any governmental authority, utility company, school board, church or other religious body, homeowners association, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any open space or improvements of a public or private nature on or off the Property.

10. Additional Contingencies During Due Diligence: This Contract of Sale is contingent upon: (a) Buyer determining there being no adverse fact relating to the physical condition of the Property or any portion thereof which might result in Buyer incurring unusual cost or expense in its development of the Property for Buyer's intended purposes, including without limitation, adverse soil conditions, toxic or hazardous waste or waste disposal sites, sinkholes or geologic fault; (b) Buyer determining the Property is not subject to any special assessments, fees or other charges or encumbrances which might result in Buyer incurring any unusual cost or expense in its development of the Property.

11. Covenants of Seller: From and after the effective date of this Contract of Sale, Seller will refrain from creating or incurring any mortgage, lien, pledge or other encumbrance in any way affecting the Property.

12. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except where required to be delivered at the Closing, shall be in writing and shall be hand-delivered or sent by Federal Express or a comparable overnight mail or delivery service, or mailed by U.S. registered or certified mail, return receipt requested, postage

prepaid, or transmitted by telecopier facsimile (i.e. by "fax") to the parties and their listed co-recipients, at their respective addresses set forth below. With respect to notice by U.S. registered or certified mail, notice shall be deemed delivered 3 days after mailing, or upon being signed for, or refused, if sooner than 3 days. With respect to Federal Express, any other comparable overnight mail or delivery service, courier service, hand delivery or telegram, notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The party claiming delivery of notice via telecopier facsimile shall have the burden of proving notice was in fact sent, which burden can be carried without further evidence if confirmed by the transmitting telecopier machine. Receipt shall be deemed to have occurred if made by any authorized agent or any employee of the addressee or of the addressee's company. The addressees and addresses for the purpose of this Section may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

If to Purchaser

With a copy to

If to Seller

Fairfield Electric Cooperative, Inc.
William L. Hart
P.O. Box 2500
Blythewood, SC 29016
Telephone: (803)754-0153
Facsimile: (803)
Email: bhart2@fairfield.coop

With a copy to

DuBose-Robinson, PC
Attn: J. Kennedy DuBose, Jr.
P.O. Drawer 39
Camden, SC 29021-0039
Telephone: (803) 432-1992
Facsimile: (803) 432-0784
Email: ken@duboselaw.com

If to Kershaw County

Kershaw County
c/o Peggy McLean
80 Campus Drive
P.O. Box 763
Camden, SC 29021
Telephone: (803) 425-7685
Facsimile: (803) 425-7687
Email: peggy.mclean@kershaw.sc.gov

With a copy to:

Kershaw County
c/o Vic Carpenter, County Administrator
Government Center
515 Walnut Street
Camden, SC 29020
Telephone: (803) 424-1954
Facsimile: (803) 425-1546
Email: vic.carpenter@kershaw.sc.gov

With a copy to

DuBose-Robinson, PC
Attn: J. Kennedy DuBose, Jr.
P.O. Drawer 39
Camden, SC 29021-0039
Telephone: (803) 432-1992
Facsimile: (803) 432-0784
Email: ken@duboselaw.com

13. Default: Buyer, upon default by Seller, may either rescind this Contract of Sale and demand the return of its earnest money plus all reasonable costs incurred in conducting its due diligence, including but not limited to title abstracts, surveys, inspections and attorney fees. Upon default by Buyer, Seller may retain the earnest money as liquidated damages which both parties agree is a reasonable sum. The successful party in any litigation arising out of this Contract of Sale shall be entitled to recovery of all costs and reasonable attorney's fees.

14. FIRPTA: At Closing Seller shall deliver to Buyer in accordance with Section 1445 of the Internal Revenue Code and regulations promulgated thereunder:

- (a) An affidavit by Seller, signed by an officer of Seller stating, under penalty of perjury, Seller's United States taxpayer identification number and that Seller is not a foreign person as defined by I.R.C. 1445(f)-(3).
- (b) In the event that Seller shall be unable to provide the above document at closing, Buyer shall deduct and withhold ten percent (10%) of the amount realized by Seller on the sale of the Property, as required by I.R.C. 1445, and remit same to the Department of the Treasury.
- (c) Any other documents Buyer may reasonably request or which are customarily provided by sellers in similar transactions.

15. Survival: The representations, warranties, covenants, agreements and indemnities set forth in this Contract of Sale shall remain operative and shall survive the closing and the execution and delivery of deed, and shall not be merged therein.

16. Time: Time is of the essence of this Contract of Sale.

17. Full Contract, Binding Effect: This is the full and complete agreement of the parties, binding upon the parties hereto, together with their heirs, successors, and assigns, the terms of which may not be modified, except in writing.

18. Authority to Execute Contract of Sale: Buyer and Seller represent that the individuals executing this Contract of Sale on their respective behalf have the approval and authority to execute this Contract of Sale and so bind Buyer and Seller.

19. Assignment: Buyer may assign this Contract of Sale to a related entity with the consent of the Seller which will not be unreasonably withheld.

20. Counterparts: This Agreement may be executed in one or counterparts all of which shall collectively comprise one in the same instrument.

WITNESSES:

BUYER:

By: _____

Name: _____

By: _____

Name: _____

Its: _____

Date: _____

SELLER:

Fairfield Electric Cooperative, Inc.

By: _____

Name: William Hart

Its: _____

Date: _____

Ratified By KERSHAW COUNTY

By: _____

Name: Vic Carpenter

Its: County Administrator

Date: _____

Exhibit "A"

All that piece, parcel or tract of land, lying and being situate in the State of South Carolina, County of Kershaw, Wateree Township, just south of Lugoff and containing 14.31 acres, more or less, and being bounded generally as follows: NORTH by Business Parkway; EAST by property now or formerly of Target Corporation; SOUTH by property now or formerly of Margaret Downs; and WEST by U.S. Highway 601; as shown on that plat prepared for Kershaw County dated March 26, 2008 and recorded August 15, 2016 in Book 3567 at Page 259, which is incorporated herein by reference.

Subject to Santee-Cooper Powerline Right-of-Way.

Subject to Declaration of Restrictive Covenants, Conditions, Restrictions and Easements recorded in Deed Book _____ at page _____ on _____, 2016.

This being a portion of the property conveyed to Fairfield Electric Cooperative Inc. by deed of County of Kershaw recorded May 13, 1997 in Book 521 at page 211.

Tax Map #338-00-00-069 (portion)

**KERSHAW COUNTY
ORDINANCE NO. 299.2016**

AN ORDINANCE (1) AMENDING ORDINANCE NO. 10.2002 ENACTED ON NOVEMBER 12, 2002 RELATING TO THE JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK DEVELOPED IN CONJUNCTION WITH SUMTER COUNTY (THE "PARK") SO AS TO REMOVE THE CURRENT EXPIRATION DATE APPLICABLE TO SUCH PARK AS WELL AS THE SECOND AMENDMENT OF AGREEMENT DATED APRIL 27, 1999 FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK MADE AND ENTERED INTO AS OF NOVEMBER 26, 2002 REGARDING SUCH PARK (THE "PARK AGREEMENT"); (2) APPROVING AN AMENDMENT TO THE PARK AGREEMENT TO ENLARGE THE BOUNDARIES OF THE PARK TO INCLUDE CERTAIN PROPERTY OWNED AND/OR OPERATED BY BETHUNE NONWOVENS, INC., TO THE EXTENT NOT ALREADY SO INCLUDED; AND (3) AUTHORIZING OTHER MATTERS RELATED THERETO.

WHEREAS, Kershaw County, South Carolina, a political subdivision of the State of South Carolina ("Kershaw County"), acting by and through its County Council (the "Kershaw County Council"), and Sumter County, South Carolina, a political subdivision of the State of South Carolina ("Sumter County"), acting by and through its County Council (the "Sumter County Council"), are authorized pursuant to Article VIII, Section 13(D) of the Constitution of the State of South Carolina and Title 4, Chapter 1 of the Code of Laws of the State of South Carolina 1976, as amended, and specifically Section 4-1-170 thereof (collectively, the "Park Act"), to develop jointly an industrial or business park within the geographical boundaries of one or more of the member counties; and

WHEREAS, pursuant to the Park Act, Ordinance No. 10.2002 duly enacted by Kershaw County on November 12, 2002 (the "Kershaw Park Ordinance"), and Ordinance No. 02-484 duly enacted by Sumter County on November 26, 2002 (together with the Kershaw Park Ordinance, collectively, the "Ordinances") Kershaw County and Sumter County previously entered into a Second Amendment of Agreement dated April 27, 1999, for the Development of a Joint County Industrial and Business Park which was made and entered into as of November 26, 2002 (the "Park Agreement"), whereby they agreed to continue to develop a jointly owned and operated industrial and business park including within its boundaries property located in Kershaw County and Sumter County (the "Park"); and

WHEREAS, pursuant to Section VIII of the Kershaw Park Ordinance, Kershaw County provided that its authorization as to the establishment of the Park automatically expires twenty (20) years from the date of the execution of the Park Agreement by both Kershaw County and Sumter County; and

WHEREAS, Kershaw County desires to hereby amend Section VIII of the Kershaw Park Ordinance to remove the above-referenced expiration provision; and

WHEREAS, as set forth in Section 1 of the Park Agreement, the property located within the boundaries of the Park is identified and described in Appendix A to the Park Agreement; and

WHEREAS, pursuant to Section 12 of the Park Agreement, the Park Agreement may be amended by affirmative vote of both the Kershaw County Council and the Sumter County Council; and

WHEREAS, Kershaw County and Sumter County further desire to amend the Park Agreement to enlarge the boundaries of the Park to include, to the extent not already so included, certain property located in Kershaw County and owned and/or operated by Bethune Nonwovens, Inc., as identified and described on **Exhibit A** hereto (the "Bethune Nonwovens Property").

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL, as follows:

SECTION I. Kershaw County hereby amends Section VIII of Ordinance No. 10.2002 to read as follows:

The **SECOND AMENDMENT OF AGREEMENT** may not be terminated except by concurrent ordinances of Sumter County Council and Kershaw County Council.

SECTION II. Kershaw County hereby approves the amendment of the Park Agreement, and specifically Appendix A thereto, to enlarge the boundaries of the Park to include the Bethune Nonwovens Property, to the extent not already so included.

SECTION III. 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, unconstitutional, or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

SECTION IV. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall be effective after third and final reading.

[End of Ordinance]

Enacted and approved, in meeting duly assembled, this 13th day of December, 2016.

KERSHAW COUNTY, SOUTH CAROLINA

By: _____

[SEAL]

Attest:

By: _____

Merri M. Seigler, Clerk to County Council,
Kershaw County, South Carolina

First Reading:	November 22, 2016
Second Reading:	November 30, 2016
Public Hearing:	December 13, 2016
Third Reading:	December 13, 2016

**EXHIBIT A
LAND DESCRIPTION
BETHUNE NONWOVENS PROPERTY**

TRACT 1:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND LYING, BEING AND SITUATE PARTLY WITHIN THE TOWN OF BETHUNE, IN KERSHAW COUNTY, SOUTH CAROLINA, AND BEING SHOWN AND DESIGNATED AS TAX PARCELS 141-00-00-007, 141-00-00-008 AND 141-00-00-002 CONTAINING 347.04 ACRES ON A PLAT BY ERVIN ENGINEERING COMPANY, INC. FOR AHLSTROM NONWOVENS LLC, DATED MAY 9, 2007 AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO SAID PLAT, AS FOLLOWS: BEGINNING AT A POINT WHERE THE WESTERN BANK OF LYNCHES RIVER INTERSECTS THE NORTHERN RIGHT-OF-WAY LINE OF U.S. ROUTE 1 LABELED P.O.B. 1 ON SURVEY; THENCE, ALONG SAID NORTHERN RIGHT-OF-WAY OF U.S. ROUTE 1 WHICH HAS A RIGHT-OF-WAY MEASURING 75 FEET FROM THE CENTERLINE OF THE HIGHWAY IN A SOUTHWESTERLY DIRECTION S56°-44'-27"W A DISTANCE OF 141.03 TO POINT AT THE TRANSITION OF RIGHT-OF-WAY WIDTH; THENCE, IN A SOUTHEASTERLY DIRECTION S33°-15'-33"E A DISTANCE OF 25 FEET TO A POINT ON SAID NORTHERN RIGHT-OF-WAY OF U.S. ROUTE 1 MEASURING 50 FEET FROM THE CENTERLINE OF THE HIGHWAY; THENCE, IN A SOUTHWESTERLY DIRECTION S56°-44'-27"W A DISTANCE OF 84.11 FEET TO A POINT AT THE BEGINNING OF A CURVE; THENCE, ALONG SAID CURVE (WHICH HAS A RADIUS OF 11,509.16 FEET AND A CHORD OF S55°-07'-52"W 646.67 FEET) A DISTANCE OF 646.75 FEET TO A POINT; THENCE, IN A SOUTHWESTERLY DIRECTION S53°-31'-13"W A DISTANCE OF 245.72 FEET TO A POINT AT THE BEGINNING OF A CURVE; THENCE, ALONG SAID CURVE (WHICH HAS A RADIUS OF 11,403.10 FEET AND A CHORD OF S55°-07'-48"W 641.04 FEET) A DISTANCE OF 641.13 FEET TO A POINT; THENCE, IN A SOUTHWESTERLY DIRECTION S56°-44'-27"W A DISTANCE OF 31.95 FEET TO A POINT AT THE TRANSITION OF RIGHT-OF-WAY WIDTH; THENCE, IN A SOUTHEASTERLY DIRECTION S33°-15'-33"E A DISTANCE OF 12.50 FEET TO A POINT ON SAID NORTHERN RIGHT-OF-WAY OF U.S. ROUTE 1 MEASURING 37.50 FEET FROM THE CENTERLINE OF THE HIGHWAY; THENCE, IN A SOUTHWESTERLY DIRECTION S56°-44'-27"W A DISTANCE OF 1389.40 FEET TO A CONCRETE MONUMENT; THENCE, DEPARTING SAID NORTHERN RIGHT-OF-WAY OF U.S. ROUTE 1 IN A NORTHERLY DIRECTION N22°-03'-05"W A DISTANCE OF 456.13 FEET TO A CONCRETE MONUMENT ON THE SOUTHERN RIGHT OF WAY OF THE SEABOARD AIR LINE RAILROAD; THENCE, DEPARTING SAID SOUTHERN RIGHT-OF-WAY OF THE SEABOARD AIR LINE RAILROAD IN A NORTHWESTERLY DIRECTION N33°-24'-13"W A DISTANCE OF 100.00 FEET TO A CONCRETE MONUMENT ON THE NORTHERN RIGHT-OF-WAY OF THE SEABOARD AIR LINE RAILROAD; THENCE, ALONG SAID NORTHERN RIGHT-OF-WAY OF THE SEABOARD AIR LINE RAILROAD IN A SOUTHWESTERLY DIRECTION S56°-35'-49" W A DISTANCE OF 4108.37 FEET TO A CONCRETE MONUMENT; THENCE, DEPARTING SAID NORTHERN RIGHT-OF-WAY

OF SEABOARD AIR LINE RAILROAD IN A NORTHWESTERLY DIRECTION N33°-22'-44"W A DISTANCE OF 473.25 FEET TO A CONCRETE MONUMENT ON THE SOUTHERN RIGHT-OF-WAY OF CHESTNUT STREET; THENCE, ALONG SAID SOUTHERN RIGHT-OF-WAY OF CHESTNUT STREET IN A NORTHEASTERLY DIRECTION N56°-33'-37"E A DISTANCE OF 352.41 FEET TO A POINT AT THE END OF CHESTNUT STREET; THENCE IN A NORTHWESTERLY DIRECTION N33°-34'-34"W A DISTANCE OF 74.04 FEET TO A POINT AT THE END OF THE NORTHERN RIGHT-OF-WAY OF CHESTNUT STREET; THENCE, IN A SOUTHWESTERLY DIRECTION S56°-36'-01"W A DISTANCE OF 352.03 FEET TO A CONCRETE MONUMENT; THENCE, DEPARTING SAID NORTHERN RIGHT-OF-WAY OF CHESTNUT STREET IN A NORTHWESTERLY DIRECTION N33°-21'-24"W A DISTANCE OF 415.91 FEET TO A CONCRETE MONUMENT; THENCE, IN A SOUTHWESTERLY DIRECTION S56°-13'-16"W A DISTANCE OF 427.96 FEET TO A POINT INSIDE A PINE TREE MARKED WITH AN "X" ON THE EASTERN RIGHT OF WAY OF PICKENS STREET; THENCE, ALONG SAID EASTERN RIGHT-OF-WAY OF PICKENS STREET IN A NORTHWESTERLY DIRECTION N33°-37'-47"W A DISTANCE OF 436.69 FEET TO A 3/8" PIPE; THENCE, DEPARTING SAID EASTERN RIGHT-OF-WAY OF PICKENS STREET IN A NORTHEASTERLY DIRECTION N56°-15'-52"E A DISTANCE OF 257.70 FEET TO A 3/8" PIPE; THENCE, IN A NORTHWESTERLY DIRECTION N33°-38'-58"W A DISTANCE OF 900.19 FEET TO A 3/8" PIPE; THENCE, IN A SOUTHWESTERLY DIRECTION S56°-12'-32"W A DISTANCE OF 257.40 FEET TO A 3/8" PIPE ON THE EASTERN RIGHT-OF-WAY OF PICKENS STREET; THENCE, ALONG SAID EASTERN RIGHT-OF-WAY OF PICKENS STREET IN A NORTHWESTERLY DIRECTION N33°-37'-47"W A DISTANCE OF 50.00 FEET TO A 5/8" ROD; THENCE, DEPARTING SAID EASTERN RIGHT-OF-WAY OF PICKENS STREET IN A NORTHEASTERLY DIRECTION N56°-12'-32"E A DISTANCE OF 257.41 FEET TO A 3/8" PIPE; THENCE, IN A NORTHWESTERLY DIRECTION N33°-34'-18"W A DISTANCE OF 239.92 FEET TO A CONCRETE MONUMENT; THENCE, IN A NORTHEASTERLY DIRECTION N64°-39'-25"E A DISTANCE OF 1828.36 FEET TO A CONCRETE MONUMENT; THENCE, IN A NORTHERLY DIRECTION N18°-48'-00"W A DISTANCE OF 591.80 FEET TO A CONCRETE MONUMENT; THENCE, IN AN EASTERLY DIRECTION S76°-35'-01"E A DISTANCE OF 1286.25 FEET TO A CONCRETE MONUMENT; THENCE, IN A NORTHERLY DIRECTION N19°-02'-16"E A DISTANCE OF 1829.10 FEET TO A CONCRETE MONUMENT; THENCE, IN AN EASTERLY DIRECTION S71°-50'-04"E A DISTANCE OF 789.80 FEET TO A CONCRETE MONUMENT; THENCE, IN A SOUTHEASTERLY DIRECTION S26°-21'-01"E A DISTANCE OF 1015.89 FEET TO A CONCRETE MONUMENT; THENCE, IN A SOUTHEASTERLY DIRECTION S61°-11'-32"E A DISTANCE OF 340.57 FEET TO A CONCRETE MONUMENT; THENCE, IN A SOUTHERLY DIRECTION S17°-07'-50"E A DISTANCE OF 891.19 FEET TO A CONCRETE MONUMENT; THENCE, IN A NORTHEASTERLY DIRECTION N56°-38'-21"E A DISTANCE OF 287.33 FEET TO A CONCRETE MONUMENT; THENCE, CONTINUING IN A NORTHEASTERLY DIRECTION N54°-02'-00"E A DISTANCE OF 404.34 FEET TO A CONCRETE MONUMENT; THENCE, AGAIN IN A NORTHEASTERLY DIRECTION N50°-05'-23"E A DISTANCE OF 366.56 FEET TO A CONCRETE MONUMENT; THENCE, YET AGAIN IN A NORTHEASTERLY DIRECTION N47°-46'-59"E A DISTANCE OF 731.40' TO A CONCRETE MONUMENT; THENCE, IN A NORTHWESTERLY DIRECTION N30°-07'-56"W A DISTANCE OF 553.82 FEET TO A

CONCRETE MONUMENT; THENCE, IN A NORTHEASTERLY DIRECTION N60°-55'-21"E A DISTANCE OF 1329.19 FEET TO A POINT ON THE WESTERN BANK OF LYNCHES RIVER; THENCE, ALONG SAID WESTERN BANK OF LYNCHES RIVER, WHICH IS THE PROPERTY LINE IN A GENERALLY SOUTHERLY DIRECTION THE FOLLOWING COURSES AND DISTANCES: S15°-07'-34"W, 54.81'; S02°-22'-35"W, 51.96'; S00°-43'-05"E, 78.71'; S00°-16'-35"W, 90.74'; S08°-16'-08"W, 80.57'; S09°-19'-33"W, 60.24'; S18°-08'-21"W, 88.80'; S25°-55'-20"E, 76.78'; S51°-55'-58"E, 69.67'; S77°-46'-34"E, 44.63'; N68°-06'-59"E, 148.19'; N63°-12'-49"E, 52.83'; S62°-29'-40"E, 20.42'; S07°-58'-44"E, 66.36'; S31°-17'-59"W, 69.67'; S23°-18'-48"W, 106.75'; S22°-10'-41"W, 31.83'; S10°-55'-15"E, 59.18'; S11°-32'-21"E, 62.21'; S31°-19'-49"E, 149.11'; S42°-50'-30"E, 77.64'; S42°-10'-49"E, 127.28'; S24°-54'-01"E, 154.38'; S56°-44'-27"W, 65.62'; S56°-35'-49"W, 65.94 TO THE POINT OF BEGINNING, LABELED P.O.B. 1 ON SURVEY.

TRACT 2:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND LYING, BEING AND SITUATE IN KERSHAW COUNTY, SOUTH CAROLINA, JUST NORTHEAST OF THE TOWN OF BETHUNE, BOUNDED ON THE SOUTH BY THE NORTHERN RIGHT-OF-WAY OF U.S. ROUTE 1 AND ON THE NORTH BY THE SOUTHERN RIGHT-OF-WAY OF THE SEABOARD AIR LINE RAILROAD. SAID TRACT CONTAINS 0.67 ACRES AND IS DESIGNATED AS TRACT 2 ON A PLAT BY ERVIN ENGINEERING COMPANY, INC. FOR AHLSTROM NONWOVENS LLC, DATED MAY 9, 2007 AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO SAID PLAT, AS FOLLOWS: BEGINNING AT A POINT LABELED P.O.B. 2 ON PLAT; SAID POINT OF BEGINNING IS REACHED BY STARTING AT A POINT WHERE THE WESTERN BANK OF LYNCHES RIVER INTERSECTS THE NORTHERN RIGHT-OF-WAY LINE OF U.S. ROUTE 1 LABELED P.O.B. 1 ON SURVEY; THENCE, ALONG SAID NORTHERN RIGHT-OF-WAY OF U.S. ROUTE 1 WHICH HAS A RIGHT-OF-WAY MEASURING 75 FEET FROM THE CENTERLINE OF THE HIGHWAY IN A SOUTHWESTERLY DIRECTION S56°-44'-27"W A DISTANCE OF 141.03 TO POINT AT THE TRANSITION OF RIGHT-OF-WAY WIDTH; THENCE, IN A SOUTHEASTERLY DIRECTION S33°-15'-33"E A DISTANCE OF 25 FEET TO A POINT ON SAID NORTHERN RIGHT-OF-WAY OF U.S. ROUTE 1 MEASURING 50 FEET FROM THE CENTERLINE OF THE HIGHWAY; THENCE, IN A SOUTHWESTERLY DIRECTION S56°-44'-27"W A DISTANCE OF 84.11 FEET TO A POINT AT THE BEGINNING OF A CURVE; THENCE, ALONG SAID CURVE (WHICH HAS A RADIUS OF 11,509.16 FEET AND A CHORD OF S55°-07'-52"W 646.67 FEET) A DISTANCE OF 646.75 FEET TO A POINT; THENCE, IN A SOUTHWESTERLY DIRECTION S53°-31'-13"W A DISTANCE OF 245.72 FEET TO A POINT AT THE BEGINNING OF A CURVE; THENCE, ALONG SAID CURVE (WHICH HAS A RADIUS OF 11,403.10 FEET AND A CHORD OF S55°-07'-48"W 641.04 FEET) A DISTANCE OF 641.13 FEET TO A POINT; THENCE, IN A SOUTHWESTERLY DIRECTION S56°-44'-27"W A DISTANCE OF 31.95 FEET TO A POINT AT THE TRANSITION OF RIGHT-OF-WAY WIDTH; THENCE, IN A SOUTHEASTERLY DIRECTION S33°-15'-33"E A DISTANCE OF 12.50 FEET TO A POINT ON SAID NORTHERN RIGHT-OF-WAY OF U.S. ROUTE 1 MEASURING 37.50 FEET FROM THE CENTERLINE OF THE HIGHWAY; THENCE, IN A SOUTHWESTERLY DIRECTION S56°-44'-27"W A DISTANCE OF 3417.70 FEET TO A CONCRETE

MONUMENT WHICH IS THE POINT OF BEGINNING AND LABELED "P.O.B. 2 ON SURVEY; THENCE, ALONG SAID NORTHERN RIGHT-OF-WAY OF U.S. ROUTE 1 IN A SOUTHWESTERLY DIRECTION S56°-44'-27"W A DISTANCE OF 65.62 FEET TO A CONCRETE MONUMENT; THENCE, DEPARTING SAID NORTHERN RIGHT-OF-WAY OF U.S. ROUTE 1 IN A NORTHWESTERLY DIRECTION N33°-22'-19"W A DISTANCE OF 442.19' TO A CONCRETE MONUMENT ON THE SOUTHERN RIGHT OF WAY OF THE SEABOARD AIR LINE RAILROAD; THENCE, ALONG SAID SOUTHERN RIGHT-OF-WAY OF THE SEABOARD AIR LINE RAILROAD IN A NORTHEASTERLY DIRECTION N56°-35'-49"E A DISTANCE OF 65.94 FEET TO A CONCRETE MONUMENT; THENCE, DEPARTING SAID SOUTHERN RIGHT-OF-WAY OF THE SEABOARD AIR LINE RAILROAD IN A SOUTHEASTERLY DIRECTION S33°-19'-52"E A DISTANCE OF 442.35 FEET TO A CONCRETE MONUMENT AT THE POINT OF BEGINNING, LABELED "P.O.B.2" ON SURVEY

ORDINANCE No. _____

AN ORDINANCE

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN KERSHAW COUNTY, SOUTH CAROLINA, AND PROJECT LOCAL ITS AFFILIATES AND ASSIGNS, TO PROVIDE FOR A FEE IN LIEU OF *AD VALOREM* TAXES INCENTIVE, AND OTHER MATTERS RELATED THERETO.

WHEREAS, the County, acting by and through its County Council (“Council”), is authorized and empowered, under and pursuant to the provisions of the *Code of Laws of South Carolina*, (1976, as amended) through the date hereof (“Code”), particularly Title 12, Chapter 44 thereof (“Fee in Lieu of Tax Simplification Act”) and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to establish projects through which the economic development of the State of South Carolina (“State”) will be promoted and trade developed, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; and (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments with respect to a project;

WHEREAS, Project Local acting for itself, one or more current or future affiliates and other project sponsors (collectively, “Company”) proposes to invest in, or cause others to invest in, the establishment of certain manufacturing and related facilities in the County (“Project”), which the Company expects will result in the investment of at approximately a minimum of \$2,500,000;

WHEREAS, the County hereby identifies the Project as a project or proposed project and intends this Ordinance to serve as the inducement resolution, as described by the Act; and

WHEREAS, the County has determined to offer the Company a FILOT incentive package at an assessment ratio of 6%, with a fixed millage rate for 20 years. The terms and conditions of each of these incentives are more fully described in the Fee Agreement (“Fee Agreement”) attached hereto as Exhibit A.

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

Section 1. Authorization to Execute and Deliver Fee Agreement. The Chairman of County Council and the County Administrator are hereby authorized and directed to execute the Fee Agreement which is in substantially final form as hereto attached, with any minor modifications and revisions as may be approved by the Chairman of County Council and the County Administrator, in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same; and the Chairman of County Council and the County Administrator are hereby further authorized and directed to deliver the executed Fee Agreement to the Company.

Section 2. Statutory Findings. Based on information provided by the Company, the County hereby finds: (i) the Project will benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality or to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

Section 3. General Repealer. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

This Ordinance takes effect and is in full force only after the County Council has approved it following three readings and a public hearing.

Kershaw County, South Carolina

ATTEST:

Merri M. Seigler, Clerk to County Council
Kershaw County, South Carolina

READINGS:

First Reading: November 22, 2016
Second Reading: December 13, 2016
Third Reading:
Public Hearing:

FEE AGREEMENT

AMONG

KERSHAW COUNTY, SOUTH CAROLINA

AND

PROJECT LOCAL

**DATED
AS OF
December 31, 2016**

FEE AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“Fee Agreement”) is made and entered into as of December 31, 2016, by and between Kershaw County, South Carolina (“County”) a body politic and corporate and a political subdivision of the State of South Carolina (“State”), acting by and through the Kershaw County Council (“County Council”) as the governing body of the County, and Project Local, a limited liability company, organized and existing under the laws of the State of South Carolina, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities as defined in the *Code of Laws of South Carolina* §12-44-30, (1977, as amended) (collectively, “Company”).

WITNESSETH :

(a) The County is authorized by Title 12, Chapter 44, *Code of Laws of South Carolina*, (1976, as amended) (“Act”) to enter into a fee agreement with qualifying industries to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

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

(c) The Company has agreed to purchase additional land, building, machinery, and equipment within the County (“Project”). The Company’s total investment in the Project is estimated to be approximately \$2,500,000 over a five-year period.

(d) Pursuant to an Inducement Resolution adopted as of December 13, 2016, the County Council identified the Project and, pursuant to an Ordinance adopted as of December 31, 2016 (“Fee Ordinance”), authorized the County to enter into a Fee Agreement with the Company which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof.

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

ARTICLE I DEFINITIONS

Section 1.1. Terms. The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

“Chairman” means the Chairman of the County Council of Kershaw County, South Carolina.

“Clerk of County Council” means the Clerk to the County Council of Kershaw County, South Carolina.

“Code” means the *Code of Laws of South Carolina*, (1976, as amended).

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

“County Council” means the Kershaw County Council, the governing body of the County.

“Company” means Project Local.

“Diminution of Value” in respect of any Phase of the Project means any reduction in the value based on original fair market value as determined in Step 1 of Section 3.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 3.5 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 3.6 of this Fee Agreement, or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 3.7 of this Fee Agreement.

“DOR” means the South Carolina Department of Revenue and any successor thereto.

“Economic Development Property” means all items of real and tangible personal property comprising the Project which qualify as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with their annual filing of a SCDOR PT-100, PT-300, or comparable forms with DOR (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company, except as may be necessary to take advantage of the effect of §12-44-160.

“Equipment” means all of the machinery, equipment, furniture, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor acquired by the Company during the Investment Period as a part of the Project.

“Event of Default” means any Event of Default specified in Section 3.12 of this Fee Agreement.

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

“FILOT Payments” means the payments in lieu of taxes which the Company is obligated to pay to the County.

“Improvements” means improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company during the Investment Period.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Project Property, and ending December 31, 2021. The minimum statutory investment of \$2,500,000 must be completed no later than December 31, 2021.

“Minimum Statutory Investment Requirement” shall mean an investment of at least \$2,500,000 in real and tangible personal property subject to *ad valorem* taxation (in the absence of this Fee Agreement and/or a multi-county industrial development park) by the Company during the Investment Period.

“Personal Property” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings, and other personal property, together with additions thereof, replacements thereof, and substitutions therefore, to the extent such property becomes a part of the Project under this Fee Agreement.

“Phase” or “Phases” in respect to the Project means the Equipment, Improvements, and Real Property, if any, placed in service during each year of the Investment Period.

“Phase Termination Date” means with respect to each Phase of the Project the day twenty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31 in the nineteenth year following the year the last Phase of the Project is placed in service.

“Project” means the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases. The Project involves an initial investment of sufficient sums to qualify under the Act.

“Project Property” shall mean all Real Property and Personal Property in the County that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2 describes, and that is first placed in service in calendar year 2016 or thereafter. The parties agree that Project Property shall consist of such property so properly identified by the Company in connection with its annual filing with the DOR of a SCDOR PT-300, or such comparable form,

and with such schedules as the DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period.

“Real Property” means real property, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

“Removed Components” means the following types of components or Phases of the Project or portions thereof, all of which the Company, as the case may be, shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 3.5 of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 3.5 or Section 3.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Sponsor Affiliate” means an affiliate that joins with or is an affiliate of the Company whose investment with respect to the Project shall be considered part of the Investment and qualify for FILOT Payments and other benefits pursuant to Section 3.1 hereof and §§12-44-30(A) and 12-44-130 of the Act; provided such investment of the Company and Sponsor Affiliate is sufficient to qualify for FILOT Payments under the Act.

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

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

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

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

(a) The Company is a corporation, duly organized and in good standing under the laws of the State of South Carolina and has power to enter into this Fee Agreement.

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

(c) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of manufacturing and selling wood products, and for such other purposes permitted under the Act, as the Company may deem appropriate.

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

ARTICLE III FILOT PAYMENTS

Section 3.1. Negotiated Payments.

(a) Pursuant to §12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes (“FILOT Payments”) on all Economic Development Property comprising the Project and placed in service, as follows: the Company shall make FILOT Payments in lieu of *ad valorem* taxes with respect to each Phase of the Project placed in service during the Investment Period. Under no circumstances may the period for compliance with the \$2,500,000 statutory minimum investment be extended beyond the Investment Period.

(b) The amount of such annual FILOT Payments shall be determined by the following procedure (subject, in any event, to the required procedures under the Act and to Section 3.2 hereof):

Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 19 years using original income tax basis for State income tax purposes for any real property

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

Step 2: Apply an assessment ratio of 6%, as provided in subsection (c), to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the 19 years thereafter.

Step 3: Use a millage rate of .3392 (which millage rate shall be a fixed rate for the term of this Fee Agreement) to determine the amount of the FILOT Payments which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments.

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

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

Section 3.2. FILOT Payments on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement

Property as a part of the Project, then, pursuant and subject to §12-44-60 of the Act and provided the Company meets or continues to meet the Minimum Statutory Investment Requirement, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows:

(a) To the extent that the income tax basis of the Replacement Property (“Replacement Value”) is less than or equal to the original income tax basis of the Removed Components (“Original Value”) the amount of the FILOT Payments to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 3.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 3.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to twenty (20) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) To the extent that the Replacement Value exceeds the Original Value of the Removed Components (“Excess Value”), the FILOT Payments to be made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 3.3. Reductions in Payments of Taxes upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 3.1 hereof; provided however, the Company maintains a sufficient investment amount to meet the Minimum Statutory Investment Requirement.

Section 3.4. Place of FILOT Payments. The Company shall make the above-described FILOT Payments directly to the County in accordance with applicable law.

Section 3.5. Removal of Equipment. The Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (“Removed Components”) shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to this Section 3.5(c) or Section 3.6(c) hereof.

Section 3.6. Damage or Destruction of Project.

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Agreement.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may, in its sole discretion, commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 3.1 hereof.

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

Section 3.7. Condemnation.

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

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 3.8. Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its corporate existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Notwithstanding the foregoing, any changes in the Company's corporate existence that result from internal restructuring or reorganization of the Company or its parent are specifically authorized hereunder. Likewise, benefits granted to the Company under this Fee Agreement shall, in the event of any such restructuring or reorganization, be transferred to the successor entity under the provisions of Section 3.11 hereof. Such transfers are specifically approved and authorized by the County without any further action by the County Council; provided such does not require this Fee Agreement to be assigned or the Project subleased in whole or part as provided in Section 3.11. In such event, the provisions of Section 3.11 will control.

Section 3.9. Indemnification Covenants.

(a) Except as provided in paragraph (b) below, the Company shall indemnify and save the County, its past, present, and future employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all claims by or on behalf of any person arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement. If such a claim is made against any Indemnified Party, then subject to the provisions of (b) below, the Company shall defend the Indemnified Party in any action or proceeding.

(b) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against any claim or liability (1) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; (2) resulting from that Indemnified Party's own gross negligence, bad faith, fraud, deceit, or willful misconduct.

(c) An Indemnified Party may not avail itself of the indemnification provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(d) Following this notice, the Company shall resist or defend against any claim or demand, action or proceeding, at its expense, using counsel of its choice. The Company is entitled to manage and control the defense of or response to any claim, charge, lawsuit, regulatory proceeding or other action, for itself and the Indemnified Party; provided the Company is not entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of that Indemnified Party. To the extent any Indemnified Party desires to use separate counsel for any reason, other than a conflict of interest, that Indemnified Party is responsible for its independent legal fees.

Section 3.10. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state-of-the-art" manufacturing equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including, but not limited to, disclosures of financial or other information concerning the Company's operations, would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers, neither the County nor any employee, agent, or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge

any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law.

Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information or conduct or review the results of any inspections.

Section 3.11. Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company so long as such assignment or sublease is made in compliance with §12-44-120 of the Act and so long as the County consents by subsequent adoption of a Resolution.

Section 3.12. Events of Default. The following are “Events of Default” under this Fee Agreement, and the term “Events of Default” means, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the FILOT Payments described in Section 3.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Company to perform any of the other material terms, conditions, obligations or covenants of the Company hereunder, which failure shall continue for a period of thirty (30) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration. The benefits of the Company shall continue hereunder, as provided for under §12-44-100 of the Act, so long as the Company has achieved the minimum statutory investment of \$2,500,000 on or before August 1, 2021 and complied with Section 3.1 herein.

Section 3.13. Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County shall have the option to take the following remedial actions:

(a) Terminate the Fee Agreement; and

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

Section 3.14. Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to

time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 3.16. Waiver of Recapitulation Requirements. As permitted under §12-44-55 of the Act, the Company and County hereby waive application of any of the recapitulation requirements as set forth in §12-44-55.

Section 3.17. Payment of Administrative Expenses. The Company will reimburse, or cause reimbursement to, the County from time to time for reasonable and necessary amounts that are customary and standard, including reasonable attorney's fees and costs, actually incurred, or that will be actually incurred, by the County with respect to the County's fulfillment of its obligations under the Fee Agreement and other documents in connection with the Project ("Transaction Documents") in the implementation of its terms and provisions ("Administrative Expenses"). The Company will make such reimbursement of Administrative Expenses upon written request therefor, but in no event later than sixty (60) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by the Transaction Documents. The parties understand that counsel to the County may invoice the Company for those expenses related to the review of the Transaction Documents and all resolutions, ordinances and other documentation related thereto in an amount not to exceed \$8,000.

Section 3.18. Filings and Reports. Each year during the term of the Fee Agreement, the Company shall deliver to the County, a copy of the most recent annual filings with DOR with respect to the Project, no later than 30 days following delivery thereof to DOR.

ARTICLE IV MISCELLANEOUS

Section 4.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Kershaw County, South Carolina
 Victor Carpenter, County Administrator
 515 Walnut Street
 Camden, South Carolina 29020
 Telephone: 803.425.1501
 Facsimile: 803.425.1546

WITH COPIES TO: J. Kennedy Dubose, Jr., Esquire

County Attorney
Post Office Drawer 39
Camden, South Carolina 29020
Telephone: 803.432.2992
Facsimile: 803.432.0784

AS TO THE COMPANY: Project Local

WITH COPIES TO: Charles B. Baxley, Esquire
Baxley, Pratt & Wells, P.A.
Post Office Box 10
Lugoff, South Carolina 29078
Telephone: 803.438.4200
Facsimile: 803.438.5090

Section 4.2. Binding Effect. This Fee Agreement is binding, in accordance with its terms, upon and inure to the benefit of the Company and the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 4.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 4.4. Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 4.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 4.6. Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

Section 4.7. Further Assurance. From time to time the County agrees to execute and deliver to the Company such additional instruments as either may reasonably request to effectuate the purposes of this Fee Agreement.

Section 4.8. Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived, it being the intention of the County to offer the Company the strongest inducement possible to locate the Project in the County.

Section 4.9. Limited Obligation. THE PROJECT SHALL GIVE RISE TO NO PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER.

Section 4.10. Force Majeure. Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

Section 4.11. Execution Disclaimer. Notwithstanding any other provision, the County is executing as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance upon representations by the Company that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

[TWO SIGNATURE PAGES FOLLOW]

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

Kershaw County, South Carolina

ATTEST:

Merri M. Seigler, Clerk to County Council
Kershaw County, South Carolina

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

Project Local

By: _____
Its: Managing Member

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FINANCING OF CERTAIN SEWER SYSTEM IMPROVEMENTS IN KERSHAW COUNTY, SOUTH CAROLINA THROUGH THE BORROWING OF NOT EXCEEDING SEVEN HUNDRED THOUSAND DOLLARS (\$700,000), PLUS CAPITALIZED INTEREST, IF ANY, FROM THE STATE WATER POLLUTION CONTROL REVOLVING FUND, BY AGREEMENT WITH THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, PURSUANT TO TITLE 48, CHAPTER 5 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; PROVIDING FOR THE AGREEMENT TO MAKE AND TO ACCEPT A LOAN, THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN KERSHAW COUNTY AND THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE FROM KERSHAW COUNTY TO THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; PROVIDING FOR THE LEVY AND COLLECTION OF PROPERTY TAXES FOR THE PAYMENT OF SUCH NOTE; AND OTHER MATTERS RELATING THERETO.

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BE IT ORDAINED BY THE COUNTY COUNCIL OF KERSHAW COUNTY, SOUTH CAROLINA, IN A MEETING DULY ASSEMBLED, AS FOLLOWS:

ARTICLE I - FINDINGS OF FACT

SECTION 1.1. Findings of Fact. Incident to the enactment of this ordinance (this "Ordinance"), the County Council of Kershaw County (the "Council"), the governing body of Kershaw County, South Carolina (the "County"), has made the following findings:

(a) The County is a political subdivision created pursuant to the laws of the State of South Carolina (the "State") and is empowered by the provisions of Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended (the "Act"): (i) to construct treatment works as defined and approved pursuant to the Federal Clean Water Act, 33 U.S.C.A. subsection 1381; (ii) to make application for and to receive assistance from the South Carolina Water Quality Revolving Fund Authority (the "Authority"); (iii) to comply with regulations relating to the receipt and disposition of money of the State Water Pollution Control Revolving Fund; (iv) to apply for and receive state grants; (v) to enter into loan agreements; and (vi) to comply with all terms and conditions of any loan agreement.

(b) Pursuant to a favorable referendum duly held on November 5, 1996, the County is authorized to construct, purchase and operate its sewer system.

(c) Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended, permits the incurrence of general obligation debt for any corporate or public purpose which includes the financing of facilities for furnishing wastewater collection services.

(d) By Ordinance No. 92.2007-Sewer, enacted on June 12, 2007 (the "District Ordinance"), the Council created the Kershaw County Sewer District (the "District") in accordance with the provisions of Section 4-9-30(5), Code of Laws of South Carolina, 1976, as amended. The District consists of the entire "Unincorporated Area" of the County. "Unincorporated Area" is defined in said Section 4-9-30(5) as the area not included within the corporate boundaries of a municipal corporation created pursuant to Chapter 1 of Title 5 of the Code of Laws of South Carolina, 1976, as amended, or within a special purpose district created before March 7, 1973 to which has been committed the governmental service which the county council intends to provide through the proposed special taxing district unless the special purpose district has been dormant for five years or more.

(e) Pursuant to the District Ordinance, the County is authorized to (a) provide for the operation and maintenance of the District through the levy and collection of annual *ad valorem* taxes on all taxable property within the District, and (b) to finance improvements for the District, including, but not limited to, the construction and/or acquisition of facilities and the acquisition of equipment and other necessary property, through the issuance of general obligation bonds of the County to be paid through the levy and collection of an annual *ad valorem* tax upon all taxable property within the District. Pursuant to Article X, Sections 12 and 14(7)(b) of the South Carolina Constitution, 1895, as amended, general obligation bonds issued to provide improvements within the District are not subject to the County's eight percent debt limitation.

(f) Notwithstanding the fact that the indebtedness authorized hereunder is not subject to the County's eight percent debt limitation, the County recognizes that it currently has outstanding the following general obligation indebtedness:

(i) the outstanding principal amount of the originally issued \$5,574,760 General Obligation Bond, Series 2008 dated January 9, 2008¹;

(ii) the outstanding principal amount of the originally issued \$3,598,630 General Obligation Bond, Series 2008B dated June 20, 2008;

(iii) the outstanding principal amounts of the originally issued \$3,540,000 General Obligation Refunding and Improvement Bonds, Series 2010 dated August 24, 2010;

(iv) the outstanding principal amount of the originally issued \$2,416,405 General Obligation Bond, Series 2011 dated May 25, 2011¹; and

(v) the outstanding principal amount of the originally issued \$1,280,000 General Obligation Bond, Taxable Series 2016 dated April 27, 2016.

(g) Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice in the form attached hereto as **Exhibit A**, is required to be conducted prior to the third and final reading of this Ordinance by the Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided all as required by said Section 4-9-130.

(h) After due investigation, the Council has determined that it is in the best interests of the County to finance the costs of constructing the sewer improvements (the "Project") described in Appendix A to the Loan Agreement (as defined below).

(i) On November 24, 2015, the Council adopted a resolution authorizing application to the Authority for a loan from the State Water Pollution Control Revolving Fund (the "Loan") to provide for the financing of the Project.

(j) Upon review of the County's loan application, the Authority notified the County of its conditional approval of the loan.

(k) The funds are to be loaned and secured pursuant to a loan agreement (the "Loan Agreement") between the County and the Authority, and a promissory note executed and delivered by the County registered in the name of the Authority (the "Note"). The form of the Loan Agreement is attached hereto as **Exhibit B**. The form of the Note is included as Appendix E to the Loan Agreement. Pursuant to the Loan Agreement the County will agree to use the proceeds of the Loan only to pay the actual eligible costs of the Project, and, if deemed prudent

¹ Like the indebtedness authorized hereunder, this bond is payable from taxes levied in the District, and therefore is not subject to the County's debt limit.

by the County, capitalized interest on the Note pursuant to the terms of the Loan Agreement, and the County will agree to pay to the Authority such amounts as shall be required to provide for the payment of all amounts due with respect to the repayment of the Loan.

- (l) The Council is enacting this Ordinance in order to:
 - (i) authorize the execution and delivery of the Loan Agreement and the Note;
 - (ii) evidence its approval of the Project and the Loan;
 - (iii) provide for the payment of amounts to be paid by the County pursuant to the Loan Agreement and the Note; and
 - (iv) authorize the execution and delivery by, and on behalf of, the County of such other agreements and certificates and the taking of such other action by the County and its officers as shall be necessary or desirable in connection with the financing of the Project in order to carry out the intent of this Ordinance.

ARTICLE II - THE LOAN

SECTION 2.1. Authorization of Loan. The Council hereby authorizes the County's acceptance of the Loan from the Authority in an amount not exceeding \$700,000, plus capitalized interest, if any, pursuant to and in accordance with the provisions of the Loan Agreement.

ARTICLE III - LOAN AGREEMENT AND NOTE; SECURITY

SECTION 3.1. Authorization of Loan Agreement and the Note. The Loan Agreement, in substantially the form attached hereto as **Exhibit B**, and the Note, in substantially the form attached as Appendix E to the Loan Agreement, with such changes as the Chairman (as defined below) shall approve (their execution to be conclusive evidence of such approval), are hereby approved and the execution and delivery of the Loan Agreement and the Note on behalf of the County are hereby authorized and directed. The Loan Agreement and the Note shall be executed on behalf of the County by the Chairman of the Council or, in his absence, the Vice Chairman of the Council (herein, the "Chairman") and attested by the Clerk to the Council (the "Clerk"). The Council hereby authorizes the incurrence of total indebtedness under the Note in a principal amount not to exceed \$700,000, plus capitalized interest, if any. The County may elect to capitalize interest on the Note in accordance with the terms of the Loan Agreement. The principal amount of the Note may be adjusted pursuant to the terms of the Loan Agreement.

SECTION 3.2. Order of Tax Levy For Payment of Note. For the payment of the principal of and interest on the Note as the same shall become due and payable and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are hereby irrevocably pledged. There shall be levied annually by the County Auditor of the County (the "Auditor") and collected by the County Treasurer of the County (the "Treasurer"), in the same manner as County taxes are levied and collected, a tax on

all taxable property in the District sufficient to pay the principal of and interest on the Note as the same shall become due and payable, and to create such sinking fund as may be necessary therefor. Upon any failure of the County to make any payments to the Authority pursuant to the Loan Agreement or the Note, the Authority shall require the State Treasurer to pay the Authority, subject to the provisions of the Act, such amount from State appropriations to which the County may be or become entitled as may be necessary to provide for the payment of all amounts due with respect to the Note.

SECTION 3.3. Notice to Levy Tax. The Auditor and the Treasurer shall be notified of the issuance of the Note and of the schedule of payments due thereon, and directed to levy and collect, or cause to be levied and collected, respectively, upon all taxable property in the District an annual tax sufficient to meet the payment of the principal of and interest on the Note, as the same shall become due and payable, and to create such sinking fund as may be necessary therefor.

SECTION 3.4. Application of Other Monies. Such levy may be reduced to the extent that, at the time that the annual millage levy for the County is set, the District shall have sufficient revenues or other budgeted funds available to pay the principal of and interest on the Note for each such payment thereof coming due in the upcoming budget year and such moneys have been made available to the Treasurer for all such payments coming due on the Note.

ARTICLE IV - COMPLIANCE WITH CHAPTER 15 OF TITLE 4, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED

SECTION 4.1. Sale and Notice Requirements. In order to comply with the provisions of Sections 4-15-130, 4-9-1220, 11-27-40(4) and 11-27-40(8) of the Code of Laws of South Carolina, 1976, as amended, the County Administrator of the County (the "County Administrator") shall cause to be published a notice, the form of which is attached hereto as Exhibit C, informing the market-place of the County's enactment of this ordinance and its intention to sell the Note in a private sale to the Authority.

Alternatively, in the event the Note cannot be sold in a private sale, the County will cause to be published a notice soliciting bids from financial institutions for the purchase of a general obligation bond on terms similar to those of the Loan authorized hereby. In the event a response is more favorable than those terms recited in the Loan Agreement, the County Administrator is hereby authorized to enter into an agreement with the financial institution submitting such bid and to do all things necessary to consummate a transaction with the financial institution submitting such bid.

ARTICLE V - MISCELLANEOUS

SECTION 5.1. Other Instruments and Actions. In order to implement the Loan pursuant to the terms of the Loan Agreement and the Note and to give full effect to the intent and meaning of this Ordinance and the agreements and actions herein authorized, the Chairman, the County Administrator and the Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as they shall deem necessary or desirable.

SECTION 5.2. Ordinance a Contract. This Ordinance shall constitute a contract between the County and the Authority, and shall be enforceable as such against the County.

SECTION 5.3. Continuing Disclosure. In accordance with Section 11-1-85 of the Code of Laws of South Carolina, 1976, as amended, the County hereby covenants to file with a central repository and the Authority for available in the secondary market when requested:

(a) an annual independent audit, within 30 days of the County's receipt of the audit; and

(b) event specific information, within 30 days of an event adversely affecting more than five percent of the County's tax base.

In the event the County fails to comply with this Section 5.3, the only remedy shall be an action for specific performance.

SECTION 5.4. Effective Date. This Ordinance shall become effective after third and final reading.

DONE AND ENACTED this ____ day of _____, ____.

KERSHAW COUNTY, SOUTH CAROLINA

(SEAL)

ATTEST:

Merri M. Seigler
Clerk to County Council
Kershaw County, South Carolina

First Reading: November 22, 2016
Second Reading: December 13, 2016
Public Hearing:
Third Reading:

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the County Council of Kershaw County, South Carolina (the "Council"), the governing body of Kershaw County, South Carolina (the "County"), at its meeting on January 10, 2017, to be held in the Council's chambers, which are located at 515 Walnut Street, Camden, South Carolina, at 5:30 p.m., will conduct a public hearing on the proposed enactment of the following ordinance (the "Ordinance"):

AN ORDINANCE APPROVING THE FINANCING OF CERTAIN SEWER SYSTEM IMPROVEMENTS IN KERSHAW COUNTY, SOUTH CAROLINA THROUGH THE BORROWING OF NOT EXCEEDING SEVEN HUNDRED THOUSAND DOLLARS (\$700,000), PLUS CAPITALIZED INTEREST, IF ANY, FROM THE STATE WATER POLLUTION CONTROL REVOLVING FUND, BY AGREEMENT WITH THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, PURSUANT TO TITLE 48, CHAPTER 5 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; PROVIDING FOR THE AGREEMENT TO MAKE AND TO ACCEPT A LOAN, THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN KERSHAW COUNTY AND THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE FROM KERSHAW COUNTY TO THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; PROVIDING FOR THE LEVY AND COLLECTION OF PROPERTY TAXES FOR THE PAYMENT OF SUCH NOTE; AND OTHER MATTERS RELATING THERETO.

For the payment of the principal of and the interest on the loan authorized by the Ordinance, there shall be pledged the full faith, credit and taxing power of the County. The taxes required to pay principal and interest on the loan shall be levied upon all taxable property in the Kershaw County Sewer District, which area is limited to the entire unincorporated area of the County, as such term is described in Section 4-9-30(5)(a)(iii) of Code of Laws of South Carolina, 1976, as amended.

At the time and place fixed for said public hearing, all taxpayers, residents or other interested persons who appear will be given an opportunity to express their views for or against the enactment of the Ordinance. Assistance is available for those who are visually or hearing impaired.

For assistance, call Merri Seigler, Clerk to Council, 803-425-1500.

FORM OF LOAN AGREEMENT

NOTICE OF SALE AND ACTION

NOTICE IS HEREBY GIVEN, that the County Council of Kershaw County, South Carolina, the governing body of Kershaw County, South Carolina (the "County"), did enact an ordinance entitled, "AN ORDINANCE APPROVING THE FINANCING OF CERTAIN SEWER SYSTEM IMPROVEMENTS IN KERSHAW COUNTY, SOUTH CAROLINA THROUGH THE BORROWING OF NOT EXCEEDING SEVEN HUNDRED THOUSAND DOLLARS (\$700,000), PLUS CAPITALIZED INTEREST, IF ANY, FROM THE STATE WATER POLLUTION CONTROL REVOLVING FUND, BY AGREEMENT WITH THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, PURSUANT TO TITLE 48, CHAPTER 5 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; PROVIDING FOR THE AGREEMENT TO MAKE AND TO ACCEPT A LOAN, THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN KERSHAW COUNTY AND THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE FROM KERSHAW COUNTY TO THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; PROVIDING FOR THE LEVY AND COLLECTION OF PROPERTY TAXES FOR THE PAYMENT OF SUCH NOTE; AND OTHER MATTERS RELATING THERETO" on January 10, 2017 (the "Bond Ordinance").

Persons affected by Bond Ordinance may object to such action by following the procedures provided in Section 11-27-40(8) of the Code of Laws of South Carolina, 1976, as amended.

The County has obtained a commitment for a loan from the South Carolina Water Quality Revolving Fund Authority (the "Authority"); the loan will be sold in a private sale transaction to the Authority. The commitment to repay the loan shall be memorialized in a note payable to the Authority from the County in the amount of \$600,000, plus capitalized interest, if any. The principal due and owing on the loan which bears an interest rate of 1.40% per annum and which matures over a period of 5 years.



338-00-00-011

10'

14888

Eastway
Station
Design

STEVE MIDDLETON REMODELING & REPAIR

15517 Hwy 151 Jefferson S C 29718

S C Residential License #49357

E-Mail sm.ajsoftball@gmail.com

ESTIMATE DATE

November 27 , 2016

(P)

JOB : COMMUNITY BUILDING

4677 Bethune Road HWY 341

Kershaw S C 29067

C/O JOHNNY WEST

803-475-3418

White Building W/ 2 Flags Hip ROOF

\$ 3,515.00 19 Squares x \$ 185 Square
200.00 Dump Fee

Tear off Old Roof

Repair any damaged plywood on roof

Install 15 Lb Felt

Install Shingles (25 Yr Tamko 3 Tab / Any Color)

Total Clean up Area / Comb area w/ Magnet to
get any lose Nails

Take Debris off Property

\$ 3,715.00 TOTAL COST

**(P S / due to purchasing Large quantities I can install
30 yr Archetech Black for same price.)**

**Thanks for allowing Steve Middleton
Remodeling a chance to Bid your project.
Bid good for 60 days.**

[Print this page](#)

Board: Residential Builders

STEVEN MIDDLETON
15517 HIGHWAY 151
JEFFERSON, SC 29718-8645

Status: ACTIVE
License number: 49357
License type: Home Builders
Expiration: 06/30/2018
First Issuance Date: 02/04/2014
Bond on file expires: 01/27/2017

Board Public Action History:

[View Orders](#)

[View Other License for this Person](#)

[No Orders Found](#)

[File a Complaint against this licensee](#)

untitled

November 23, 2016

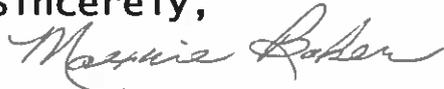
To:
cc: Tom Gardner

Enclosed are 2 copies of bids, from Randy Bowers Construction & Reroofing and from G & S Construction to reroof our Family and Community Leaders Club House (old Gatesford bld) located at 4677 Bethune Hwy. 341, south east of Kershaw.

Other than our monthly meetings it is used for community and organizational gatherings. Also it is used for the Gatesford District voting place.

We appreciate your consideration on helping with this repair.

Thank you and God Bless,
Sincerely,



Maxine Baker
185 Kamala Rd.
Kersaw, SC 29067

Randy Bowers Construction and Roofing
6581 Bowers Ln, Kershaw SC 29067
Randy Bowers (803) 320-2729
Licensed and Bonded
SC License #18489

To:
Gates Ford (341)

②

Estimate Date	Invoice Date
3-14-16	

Item	Qty	Description	Amount
Remove Shingles	2159	Remove Shingles on house	
Replace Wood	✓	Replace Damaged Wood on Roof	
Install Shingles	2159	Install Felt and 30 year Architectural Shingles	
Flashing	✓	New Flashing on walls	
New Metal	X	Install New Metal around Chimney	
Pipe Collars	✓	Install New Pipe Collars	
Ridge Vent	✓	New Ridge Vent/ Capping	
Clean Up	✓	Clean up Materials and Debris	

Total: 3800.00

[Print this page](#)

Board: Residential Builders

RANDY BOWERS
6581 BOWERS LANE
KERSHAW, SC 29067

Status: ACTIVE
License number: 18489
License type: Home Builders
Expiration: 06/30/2018
First Issuance Date: 12/18/2001
Bond on file expires: 06/29/2017

Board Public Action History:

[View Orders](#)

[View Other License for this Person](#)

[No Orders Found](#)

[File a Complaint against this licensee](#)

Bid

(3)

656173

Invoice

SOLD TO <i>Maxine Baker</i>	SHIP TO G & S Construction 1498 Billy Kirk Rd.
ADDRESS <i>Gates Ford Club House Bethune Hwy</i>	ADDRESS Heath Springs, SC 29058
CITY, STATE, ZIP <i>Kershaw, SC 29067</i>	CITY, STATE, ZIP 803-286-7256 803-289-2698

CUSTOMER ORDER NO. <i>1</i>	SOLD BY <i>Steven Short</i>	TERMS <i>estimate</i>	F.O.B.	DATE <i>11/23/16</i>
--------------------------------	--------------------------------	--------------------------	--------	-------------------------

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		① remove & install 19 sq 25 yr shingles & felt			
		② install 12' ridge vent			
		③ flash G walls			
		-X- material, labor, & disposal total	\$4,297 ⁰⁰		
		Lifetime Architect total	\$4,771 ⁰⁰		

[Print this page](#)

Board: Residential Builders

STEVEN SHORT
1498 BILLY KIRK ROAD
HEATH SPRINGS, SC 29058

Associated Businesses:

- G & S ROOFING & CONSTRUCTION

Status: ACTIVE
Registration number: 28795
Registration type: Specialty
Expiration: 06/30/2017
First Issuance Date: 08/03/1999

Licensee is authorized to perform work only in the classification(s) listed below.

CARPENTRY
ROOFING
VINYL/ALUMINUM SIDING
Bond on file expires: 07/01/2017

Board Public Action History:

[View Orders](#)

[View Other License for this Person](#)

[No Orders Found](#)

[File a Complaint against this licensee](#)



CENTRAL CAROLINA TECHNICAL COLLEGE

506 North Guignard Drive | Sumter, SC 29150-2468 | 803.778.1961 | www.cctech.edu

November 1, 2016

Julian Burns
Chairman
Kershaw County Council
515 Walnut Street
Camden, SC 29020

Chairman Burns,

I appreciate the excellent working relationship that has been developed in the last few years between Kershaw County Council and Central Carolina Technical College. The citizens of Kershaw County have definitely benefited from our partnership to aggressively address economic development and workforce development issues. When I began working as President of Central Carolina Technical College, the average age of students at the College was twenty-eight years of age. The reality is that we cannot afford to wait until ten years after high school graduation to develop the talents necessary for a skilled and ready workforce in Kershaw County, or for that matter, throughout our region of South Carolina.

From this reality, the idea was established to offer, through partnerships with local city and county governments, the opportunity for graduates of high schools in our four county area to begin their pathway to higher education through an innovative program called Central Carolina Scholars. For the first time in the State of South Carolina, high school graduates from the classes of 2016 – 2019 would have two years of tuition-free higher education training after high school through Central Carolina Technical College. The annual funds for this program will come from city and local governments in our four county area. The funding for the program is as follows: Sumter County - \$ 50,000, City of Sumter - \$ 25,000, Clarendon County - \$ 20,000, Lee County - \$ 20,000, City of Camden - \$ 25,000, and Kershaw County - \$ 50,000. I have received a signed MOU from each of the other five funding partners for this program. I sent the MOU to Vic Carpenter for approval and signature.

For the five years prior to the establishment of the Central Carolina Scholars Program, we averaged 75 students each year enrolling at Central Carolina directly after graduation from Camden High School, Lugoff Elgin High School, and North Central High School combined. With the implementation of the Central Carolina Scholars Program, we had 212 of the graduating seniors from the three public high schools in Kershaw County enroll at Central Carolina this year. This tremendous improvement in the number of students gaining educational opportunity will result in a highly skilled workforce for Kershaw County. A total of 31% of the 2016 graduating seniors from Kershaw County enrolled with Central Carolina directly after high school graduation.

Serving Clarendon, Kershaw, Lee and Sumter Counties

Julian Burns
November 1, 2016
Page 2

The huge increase in enrollment of graduating seniors from Kershaw County will ultimately become an economic development tool for Kershaw County. As we partner together, the Central Carolina Scholars program has a great return on investment for Kershaw County. I would appreciate your support for this exciting program followed by a commitment from Kershaw County Council to fund the program. If you should have any questions or require additional information, feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Tim Hardee". The signature is written in a cursive style with a large, prominent "T" at the beginning.

Tim Hardee, Ed. D.
President

Proclamation
by Kershaw County Council
Honoring
Joyce McDonald

WHEREAS Joyce McDonald is the daughter of the late Willie McDonald and Margaret Cameron McDonald. She is the mother of Kimberly Walden, Scott and Todd McDonald and proud grandmother of Evan, Caleb and Alyssa McDonald. Ms. McDonald is an active member of New Life Christian Outreach in Lugoff, South Carolina; and

WHEREAS Joyce McDonald graduated from Camden High School in 1962 and from Holmes Theological Seminary in Greenville, South Carolina in 1965; and

WHEREAS Ms. McDonald has served as Vice-President and President of the South Carolina Association of Clerks of Court and Registers of Deeds; Chairperson of the Educational Committee of the Association; Chairperson of the Nominating Committee for the Association; and also served on the State Historical Records Advisory Board and the local Government Records Advisory Board; and

WHEREAS Ms. McDonald will finish serving her last term of office December 31, 2016, with 24 years as Kershaw County Clerk of Court. She experienced major changes from manual office management to advanced state of the art technology in the Clerk's Office, as well as Family Court. She kept the motto Purposed to Make a Difference always at the forefront of each day in office.

NOW, THEREFORE, BE IT RESOLVED, that the members of Kershaw County Council do hereby express our gratitude for many years of service to Kershaw County and its citizens.

ADOPTED BY KERSHAW COUNTY COUNCIL ON DECEMBER 13, 2016.

By: _____
Julian Burns
Chairman

By: _____
Tom Gardner
Kershaw County Vice-Chairman

By: _____
Dennis Arledge
Kershaw County Councilman

By: _____
Sammie Tucker, Jr.
Kershaw County Councilman

By: _____
Robert Gary
Kershaw County Councilman

By: _____
C. R. Miles, Jr.
Kershaw County Councilman

By: _____
Jimmy Jones
Kershaw County Councilman

ATTEST:

By: _____
Merri M. Seigler
Clerk to Council

Kershaw County Boards and Commissions

ACCOMMODATIONS TAX ADVISORY COMMITTEE

(Statutory; appointed by Council; 3 yr terms/no limits; majority selected from hospitality industry/at least 2 from lodging/1 from cultural organization; appointments from geographic area majority of taxes are derived; meets as needed)

Name & Address	Phone No.	Date Apt	Term Exp	Term Exp	Race	Gender	District
Virginia Isler 194 Tombfield Rd Camden, SC 29020	432-9649 H 424-3819 C	11/10/09	06/30/15	06/30/18	W	F	2
Richard Galloway 33 Bushnell Court Lugoff, SC 29078 (Business)	438-9441 W	03/09/10	06/30/15	06/30/18	W	M	4
Sharon Hrabovsky 1502 Broad Street Camden, SC 29020 (Lodging)	713-1013 W 370-0262 C	01/22/08	06/30/11	06/30/14	W	F	5
Sarah G. Davis 1812 Brevard Place Camden, SC 29020 (Historical)	432-3407 H 243-4643 C	04/23/13	06/30/16	06/30/19	W	F	5
Donald L Buchanan 2388 Lake Road Ridgeway, SC 29130 (Business)	513-3762 C 438-0474 W	08/25/09	03/30/12	06/30/15	W	M	1
Patricia Rose 1609 Sarsfield Ave Camden, SC 29020	713-8071 H	03/08/11	06/30/14	06/30/17	W	F	5
Beth Ford 408 Alice Drive Camden, SC 29020 (Business)		04/23/13	06/30/16	06/30/19	W	F	6

KERSHAW COUNTY, SC
BIOGRAPHICAL DATA SHEET FOR CONSIDERATION
OF APPOINTMENT TO BOARDS, COMMISSIONS, AND COMMITTEES

TO: INTERESTED CITIZENS

Would you like to play a part in your county government? County Council accepts biographical data sheets for consideration of appointment to Kershaw County Boards and Commissions. Council reviews the biographical data and makes the appointments, which usually become effective January 1 and July 1 unless there is a resignation. Should there be a resignation, biographical data sheets are kept on file. If you are interested, call 803-425-1500, ext. 5309, and request a biographical data sheet. Complete and return to Clerk to Council, Kershaw County Government Center, 515 Walnut Street, Camden, SC 29020 either by mail or hand delivery.

Kershaw County Boards & Commissions

Airport Commission	Library Board
Assessment Appeals Board	Medical Center Board of Trustees
Clean Community Commission	Olde English District Commission
Economic Development Committee	Planning & Zoning Commission
Housing Advisory Committee	Recreation Advisory Commission
Human Relations Commission	Tourism Advisory Committee (ATAX)
Zoning Board of Appeals	Other

**BIOGRAPHICAL DATA SHEET FOR CONSIDERATION OF APPOINTMENT TO KERSHAW COUNTY
BOARDS AND COMMISSIONS**

Name: Katherine Lemay Brown County Council District Kershaw County

Current Mailing Address: 1707 Lyttleton St, Camden SC 29202

Years Residing in Kershaw County: 11 In South Carolina: 11

Registered Voter in Kershaw County: Yes Sex: Female Male

Please list contact information (telephone, cell phone, etc.) 803.432.5858

Email Address: bloomsburyinn@gmail.com

Employer: self Occupation: small business owner

Have you ever been convicted of a felony: NO

Please give educational information (High School, College, Graduate School, etc.) Tuckerman AR High, bachelors from AR State Univ, masters from Central Michigan Univ, Sr Fellow US Library of Congress, Defense Intelligence Institute, graduate Protocol School of Washington DC

Please list name of Board or Commission on which you are interested in serving as a volunteer

1st Choice: Tourism Advisory Committee

2nd Choice: _____

3rd Choice: _____

List any information you feel pertinent to the position, if any: 11 yrs in the hospitality industry, 25 yrs USAF protocol,

List any previous service to the County, State, City or other Boards or Commissions: Camden Military Board, Select Registry Regional Director, chaired City of Camden ATAX Board for 3 years, VP SC Bed and Breakfast Association, State Inspector SC Bed and Breakfast Association, Junior Leadership for Kershaw County Chamber, North Dakota Human Relations Commission

Applicant's Signature: Katherine D. Brown Date 29 Sep 2016

Kershaw County Boards and Commissions

AIRPORT COMMISSION

(By ordinance; appointed by Council; 3 yr terms/no longer than 6 consecutive years; meets 1st Monday 5:30 pm Conference Room Airport Terminal)

Name & Address	Phone No.	Date Appted	Term Exp	Term Exp	Race	Gender	District
John Thomas 1905 Carriage House Ln Camden, SC 29020	424-2304 H 338-0589 C	06/17/14	12/31/14	12/31/17	W	M	5
Chris Anderson 810 Holland Lane Camden, SC 29020	713-0748 H 243-1905 C	07/26/16	12/31/17		W	M	5
Dennis Stuber P. O. Box 424 Camden, SC 29020	432-3792 H 427-6931 C	11/12/13	12/31/15	12/31/18	W	M	2
Jason Bittner 30 Peebles Road Cassatt, SC 29032	309-6357 C	07/26/16	12/31/17		W	M	6
Edward Grossheim 1114 Kennedy St Camden, SC 29020	420-8214 C	04/26/11	12/31/13	12/31/16	W	M	5
Tim Hopkins 411 Longtown Road Lugoff, SC 29078	438-7572 H	07/26/16	12/31/18		B	M	1
John Gibart 149 Southern Oak Dr. Camden, SC 29020	483-2150 W 229-0376 C	07/26/16	12/31/18		W	M	1

District appointments not necessary.

**KERSHAW COUNTY, SC
BIOGRAPHICAL DATA SHEET FOR CONSIDERATION
OF APPOINTMENT TO BOARDS, COMMISSIONS, AND COMMITTEES**

TO: INTERESTED CITIZENS

Would you like to play a part in your county government? County Council accepts biographical data sheets for consideration of appointment to Kershaw County Boards and Commissions. Council reviews the biographical data and makes the appointments, which usually become effective January 1 and July 1 unless there is a resignation. Should there be a resignation, biographical data sheets are kept on file. If you are interested, call 803-425-1500, ext. 5309, and request a biographical data sheet. Complete and return to Clerk to Council, Kershaw County Government Center, 515 Walnut Street, Camden, SC 29020 either by mail or hand delivery.

Kershaw County Boards & Commissions

Airport Commission	Library Board
Assessment Appeals Board	Medical Center Board of Trustees
Clean Community Commission	Olde English District Commission
Economic Development Committee	Planning & Zoning Commission
Housing Advisory Committee	Recreation Advisory Commission
Human Relations Commission	Tourism Advisory Committee (ATAX)
Zoning Board of Appeals	Other

**BIOGRAPHICAL DATA SHEET FOR CONSIDERATION OF APPOINTMENT TO KERSHAW COUNTY
BOARDS AND COMMISSIONS**

Name Chris Anderson County Council District 5

Current Mailing Address 810 Holland Lane Camden SC 29020

Years Residing in Kershaw County 39 In South Carolina: 39

Registered Voter in Kershaw County: Yes No Sex: Female Male

Please list contact information (telephone, cell phone, etc.) Home Phone (803) 713-0748 Cell Phone (803) 243-1905

Email Address wcanderson422@gmail.com

Employer: Camden Police Department Occupation: Police Officer

Employer's Address 816 W DeKalb St., Camden SC 29020 Normal working hours: Rotating shifts, 7-7
(Most meetings are scheduled for 5:30 pm or 7:00 pm; poor attendance can be reason for replacement.)

Have you ever been convicted of a felony: Yes No

Please give educational information (High School, College, Graduate School, etc.) Graduate—Camden High School, Central Carolina Technical College, Associate's Degree in Criminal Justice

Please list name of Board or Commission on which you are interested in serving as a volunteer

1st Choice: Airport Commission

2nd Choice: _____

3rd Choice: _____

List any information you feel pertinent to the position, if any: I have a strong interest in aviation and serve with a volunteer organizing as a helicopter mechanic.

List any previous service to the County, State, City or other Boards or Commissions Previous service as a Kershaw County Deputy Sheriff and Kershaw County Volunteer Fire Fighter

Applicant's Signature:  Date 6 May 2016

**KERSHAW COUNTY, SC
BIOGRAPHICAL DATA SHEET FOR CONSIDERATION
OF APPOINTMENT TO BOARDS, COMMISSIONS, AND COMMITTEES**

TO: INTERESTED CITIZENS

Would you like to play a part in your county government? County Council accepts biographical data sheets for consideration of appointment to Kershaw County Boards and Commissions. Council reviews the biographical data and makes the appointments, which usually become effective January 1 and July 1 unless there is a resignation. Should there be a resignation, biographical data sheets are kept on file. If you are interested, call 803-425-1500, ext. 5309, and request a biographical data sheet. Complete and return to Clerk to Council, Kershaw County Government Center, 515 Walnut Street, Camden, SC 29020 either by mail or hand delivery.

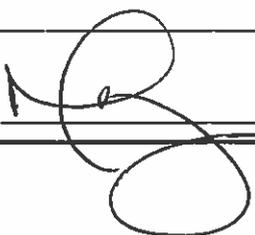
Kershaw County Boards & Commissions

Airport Commission	Library Board
Assessment Appeals Board	Medical Center Board of Trustees
Clean Community Commission	Olde English District Commission
Economic Development Committee	Planning & Zoning Commission
Housing Advisory Committee	Recreation Advisory Commission
Human Relations Commission	Tourism Advisory Committee (ATAX)
Zoning Board of Appeals	Other

**BIOGRAPHICAL DATA SHEET FOR CONSIDERATION OF APPOINTMENT TO KERSHAW COUNTY
BOARDS AND COMMISSIONS**

Name: Mona B. Baley County Council District 6
 Current Mailing Address: 6008 Broad St Camden SC 29020
 Years Residing in Kershaw County: 48 years In South Carolina: 51 years
 Registered Voter in Kershaw County: Yes No Sex: Female Male
 Please list contact information (telephone, cell phone, etc.) 803-669-1308
 Email Address: monabr@truvista.net
 Employer: KCSD / Camden High School Occupation: Bookkeeper
 Employer's Address: 1022 Ehrenclou Dr. Camden Normal working hours: 7:30am-3:30pm
 (Most meetings are scheduled for 5:30 pm or 7:00 pm; poor attendance can be reason for replacement.)
 Have you ever been convicted of a felony: Yes No
 Please give educational information (High School, College, Graduate School, etc.) Camden High School
USC Lancaster
 Please list name of Board or Commission on which you are interested in serving as a volunteer
 1st Choice: Economic Development Committee
 2nd Choice: Tourism Advisory Committee
 3rd Choice: Airport Commission (Open to the needs of KC)
 List any information you feel pertinent to the position, if any: _____

 List any previous service to the County, State, City or other Boards or Commissions: _____

Applicant's Signature:  Date 5/4/2016

**KERSHAW COUNTY, SC
BIOGRAPHICAL DATA SHEET FOR CONSIDERATION
OF APPOINTMENT TO BOARDS, COMMISSIONS, AND COMMITTEES**

TO: INTERESTED CITIZENS

Would you like to play a part in your county government? County Council accepts biographical data sheets for consideration of appointment to Kershaw County Boards and Commissions. Council reviews the biographical data and makes the appointments, which usually become effective January 1 and July 1 unless there is a resignation. Should there be a resignation, biographical data sheets are kept on file. If you are interested, call 803-425-1500, ext. 5309, and request a biographical data sheet. Complete and return to Clerk to Council, Kershaw County Government Center, 515 Walnut Street, Camden, SC 29020 either by mail or hand delivery.

Kershaw County Boards & Commissions

Airport Commission	Library Board
Assessment Appeals Board	Medical Center Board of Trustees
Clean Community Commission	Olde English District Commission
Economic Development Committee	Planning & Zoning Commission
Housing Advisory Committee	Recreation Advisory Commission
Human Relations Commission	Tourism Advisory Committee (ATAX)
Zoning Board of Appeals	Other

**BIOGRAPHICAL DATA SHEET FOR CONSIDERATION OF APPOINTMENT TO KERSHAW COUNTY
BOARDS AND COMMISSIONS**

Name: BELTON TIMBERS County Council District 2
Current Mailing Address: 104 LINDE LANE, LUGOFF, SC 29078
Years Residing in Kershaw County: 35 In South Carolina: 35
Registered Voter in Kershaw County: Yes No Sex: Female Male
Please list contact information (telephone, cell phone, etc.) 803 420-6892
Email Address: TIMBERSB@GMAIL.COM
Employer: RICHLAND CNTY. GOVERNMENT Occupation: LAW ENFORCEMENT
Employer's Address: 5623 TWO NOTCH CIRCLE SC 29223 Normal working hours: 0630 - 3:00 PM
(Most meetings are scheduled for 5:30 pm or 7:00 pm; poor attendance can be reason for replacement.)
Have you ever been convicted of a felony: Yes No
Please give educational information (High School, College, Graduate School, etc.) CAMDEN HIGH (1974)
RANCHO SANTA ANA COLLEGE (CA)
Please list name of Board or Commission on which you are interested in serving as a volunteer
1st Choice: AIRPORT COMMISSION
2nd Choice: PLANNING COMMISSION
3rd Choice: HUMAN RELATIONS COMMISSION
List any information you feel pertinent to the position, if any: BORN / RAISED HERE - LEFT C
RETURN TO RAISE FAMILY, GREAT PLACE TO DO THAT.
List any previous service to the County, State, City or other Boards or Commissions: NONE

Applicant's Signature: Belton Timbers Date 9 MAY 2016

**KERSHAW COUNTY, SC
BIOGRAPHICAL DATA SHEET FOR CONSIDERATION
OF APPOINTMENT TO BOARDS, COMMISSIONS, AND COMMITTEES**

County Council accepts biographical data sheets for consideration of appointment to Kershaw County Boards and Commissions. Council reviews the biographical data and makes the appointments, which usually become effective January 1 and July 1 unless there is a resignation. Should there be a resignation, biographical data sheets are kept on file. If you are interested, call 803-425-1500, ext. 5309, and request a biographical data sheet or one may be obtained on the County website. Complete and return to Clerk to Council, Kershaw County Government Center, 515 Walnut Street, Camden, SC 29020 either by mail or hand delivery. All information disclosed herein will be public information. Information requested is pursuant to Title VI of the Civil Rights Act of 1964.

Kershaw County Boards & Commissions

Airport Commission ✓	Library Board
Assessment Appeals Board	Medical Center Board of Trustees
Clean Community Commission	Olde English District Commission
Economic Development Committee	Planning & Zoning Commission ✓
Housing Advisory Committee	Recreation Advisory Commission
Human Relations Commission	Tourism Advisory Committee (ATAX) ✓
Zoning Board of Appeals	Other

**BIOGRAPHICAL DATA SHEET FOR CONSIDERATION OF APPOINTMENT TO KERSHAW COUNTY
BOARDS AND COMMISSIONS**

Name: CERYL GORDON JOHNS County Council District KERSHAW 6
 Current Mailing Address: 585 CLEARWATER LAKE RD, KERSHAW, 29067
 Years Residing in Kershaw County: 4 In South Carolina: 4
 Registered Voter in Kershaw County: Yes No Race C Gender M
 Please list contact information: 585 CLEARWATER LAKE RD, KERSHAW 29067
 Email Address: CERYLJOHNS@EARTHLINK.NET CERYL.JOHNS@SC.GOV
 Employer: SELF Occupation: FRUIT FARMER
 Employer's Address: N/A Normal working hours: _____
 (Most meetings are scheduled for 5:30 pm or 7:00 pm; poor attendance can be reason for replacement.)

Have you ever been convicted of a felony: Yes _____ No

Please give educational information (High School, College, Graduate School, etc.) DARTMOUTH NAVAL COLLEGE, ROYAL NAVY (UK), BA MARITIME STUDIES, FINANCIAL ADV, CHARTERED INS IN (UK)

Please list name of Board or Commission on which you are interested in serving as a volunteer

1st Choice: AIRPORT

2nd Choice: TOURISM

3rd Choice: PLANNING & ZONING

List any information you feel pertinent to the position, if any: AVIATION CO OWNER (PAST) PILOT, FIXED & 2500 HRS ROTARY WING, LT COL USAF (AUX), LT COL SCSS, LT CDR ROYAL NAVY (RES)

List any previous service to the County, State, City or other Boards or Commissions: STATE GUARD LT COL

Applicant's Signature: _____

Date 2nd May 2016

OWNED MEDICAL PRACTICE 13 MO'S.
 XO OF SHORE BASE 4500 MEN 68 STEEL.
 OWNED STUD FARM.
 FREEMAN OF THE CITY OF LONDON UK
 OWNED FUND MANAGEMENT CO.
 OWN FRUIT FARM, KERSHAW COUNTY

MEMBER OF INSTITUTE OF CHARTERED SURVEYORS (UK)
 MEMBER OF INTERNATIONAL ASSOCIATION FOR IDENTIFICATION (CSI CHARLOTTE RD)
 CERT. QUALIFIED

Bio for Ceryl G. Johns

339 Words

Ceryl G. Johns, a board member of the Celebrate Freedom Foundation, owns and operates Epsom Downs, a fruit farm, and Accessories for Catering LLC in Camden. He previously worked as a crime scene investigator for the Charlotte-Mecklenburg Police Department in Charlotte, N.C., from 2004 to 2010.

Johns was a financial advisor and an offshore banker prior to moving to the United States in 2003, and prior to that served as a lieutenant commander and an aviator in the Royal Navy.

He worked as a sales manager for Hambro Life/Allied Hambro, Allied Dunbar from 1975 to 1988 and as a new business development manager for the Levitt Group in London from 1998 to 1990. He also ran his own fund management company in London from 1990 to 1996 before merging his company with the Marlborough Unit Trust Company in 1996.

Johns served in the Royal Naval Reserve from 1967 to 1970 whilst working as a Surveyor for E C Harris & Partners before attending the Britannia Royal Naval College in 1970 on Short Service Aviation Commission . While serving in the fleet in 1972, he received a General Service Medal for service in Northern Ireland. He returned to the Royal Naval Reserves in 1975 and further served until 1982.

In 2007, Johns received the Presidential Lifetime Award for Volunteer Service from President George W. Bush for his work with Charlotte-Mecklenburg Police Department. In 2007, 2008 and 2009, he received Charlotte-Mecklenburg Certificates of Commendation for his work as a crime scene investigator.

Johns is a member and a fellow of the Life Insurance Association. As a member of the Honorable Company of Pilots, a London guild, he is a Freeman of the City of London. He is also a Lieutenant Colonel in the Civil Air Patrol, an auxiliary of the U.S. Air Force and a Lieutenant Colonel in the South Carolina State Guard.

Kershaw County Boards and Commissions

THE HEALTH SERVICES DISTRICT (formerly known as MEDICAL CENTER BOARD OF TRUSTEES)

(By ordinance; appointed by Council; 6 yr terms/no more than 2 consecutive terms; meets 4th Monday 6:30 pm; at least one appointment from each township/DeKalb, Flat Rock, Wateree, Buffalo)

Name & Address	Phone No.	Date Appted	Term Exp	Term Exp	Race	Gender	Township
Steve Holliday, Jr. 1914 Woodside Drive Camden, SC 29020 Sgmdoc@gmail.com	432-9542	09/11/12	09/30/18		B	M	DeKalb
Karen Eckford 1343 Sunnyhill Drive Camden, SC 29020 kareneckford@banknbsc.com	425-5768	09/11/12	09/30/18		W	F	DeKalb
Derial Ogburn (C) 330 Wildwood Lane Lugoff, SC 29078 Dogburn537@aol.com	438-1772	09/11/12	09/30/18		W	M	Wateree
Laurin (Robert) Burch 210 Christmas Place Camden, SC 29020 rmburch3@hotmail.com	713-4856	12/8/15	09/30/21		W	M	DeKalb
John Koumas, Jr. 7 Hickory Point Lane Elgin, SC 29045 JAKJR9B@aol.com	408-3555	12/8/15	09/30/21		W	M	Wateree
Eric Boland 520 Hwy. 1, N Camden, SC 29020 Erich2468@sc.com	420-1550	09/01/13	09/30/19		W	M	DeKalb
Susan Outen 154 Black River Road Camden, SC 29020 outen@truvista.net	432-6366	09/10/13	09/30/19		W	F	DeKalb
Wayne Tidwell (VC) 2650 Old Stagecoach Rd Cassatt, SC 29032 larrytidwell@mindspring.com	408-0030	09/10/13	09/30/19		W	M	Buffalo
Shannon West 16 Anglewood Lane Camden, SC 29020 fredswest@gmail.com (finishes term held by Paul Napper)	549-1998	11/24/15	09/30/18		W	M	Flat Rock

Kershaw County Boards and Commissions

RECREATION ADVISORY COMMISSION

(By ordinance; appointed by Council; 3 yr terms/no more than 2 consecutive terms. One member from each district and one appointed at large by Chairman)

Name & Address	Phone No.	Date Appted	Term Exp	Term Exp	Race	Gender	District
Melinda Cashion 1636 Saddle Club Drive Ridgeway, SC 29130	427-2478	11/26/13	11/30/16		W	F	1
Kenneth Lawson 2904 Broad Street Camden, SC 29020	243-4684	11/12/13	11/30/16		B	M	2
Heath Ward 51 Cobblestone Lane Elgin, SC 29045	238-8666	03/11/14	11/30/16		W	M	3
Matt Galloway 1002 Pepper Ridge Ct Lugoff, SC 29078	427-0732	11/12/13	11/30/16		W	M	4
Billy Newman 39 Bent Tree Lane Camden, SC 29020	427-5840	11/12/13	11/30/16		W	M	5
Brian Witt 2056 Old Stagecoach Rd Camden, SC 29020	260-1889	11/26/13	11/30/16		W	M	6
Jeff Carraway 65 Middleton Drive Lugoff, SC 29078	669-5973	11/26/13	11/30/16		W	M	At large



Merri Seigler <merri.seigler@kershaw.sc.gov>

Re: Recreation Commission

1 message

Joe Eason <joe.eason@kershaw.sc.gov>
To: Merri Seigler <merri.seigler@kershaw.sc.gov>

Tue, Sep 20, 2016 at 11:58 AM

Matt Galloway is not interested in a second term.

On Tue, Sep 20, 2016 at 11:02 AM, Merri Seigler <merri.seigler@kershaw.sc.gov> wrote:
Thanks

On Tue, Sep 20, 2016 at 11:01 AM, Joe Eason <joe.eason@kershaw.sc.gov> wrote:
I notified the 3 who expressed interest in serving another term who have yet to submit (this would be the 3rd time). Hopefully they'll follow through.

Joe

On Tue, Sep 20, 2016 at 10:55 AM, Merri Seigler <merri.seigler@kershaw.sc.gov> wrote:
OK. I will proceed from there.

On Tue, Sep 20, 2016 at 10:54 AM, Joe Eason <joe.eason@kershaw.sc.gov> wrote:
I know the other 3 are interested. I would suggest me reminding a final time and then move on (realizing Council and accept or decline application for existing member). So far you have:

- Arledge = Newman
- Gary = Cashion
- Miles = Ward

I know Councilman Jones appointment - Matt Galloway - was interested but offered to yield if someone else was interested.

On appointments, I would suggest they mirror Council - 4 Districts, then 3 every other year on even years.

On Tue, Sep 20, 2016 at 10:35 AM, Merri Seigler <merri.seigler@kershaw.sc.gov> wrote:
Only Melinda Cashion, Heath Ward and Billy Newman have submitted applications. I have some from other people not already serving.

On Tue, Sep 20, 2016 at 10:22 AM, Joe Eason <joe.eason@kershaw.sc.gov> wrote:
I know Paul Witt did not intend to re-apply because he actually does not live in Councilman Gardner's District (assuming that is required?). Of the remaining 6, who has not submitted an application?

Or are you speaking on staggered terms?

On Tue, Sep 20, 2016 at 9:53 AM, Merri Seigler <merri.seigler@kershaw.sc.gov> wrote:
Have you thought about how you want to handle the reappointments on the Recreation Commission?

—
Merri M Seigler, CCC

Executive Administrative Assistant

Clerk to Kershaw County Council

515 Walnut Street

Camden, South Carolina 29020

(803) 425-1500

(803) 425-1546 (Fax)

Website: www.kershaw.sc.gov



Merri Seigler <merri.seigler@kershaw.sc.gov>

Parks and Recreation Commission

1 message

Joe Eason <joe.eason@kershaw.sc.gov>

Thu, Nov 10, 2016 at 10:56 AM

To: Merri Seigler <merri.seigler@kershaw.sc.gov>, Billy Newman <fur5@aol.com>, Tina Eddings <tina.eddings@kershaw.sc.gov>

Merri,

Update on current appointments...

- Heath Ward (District 3) has resigned.
- Matt Galloway (District 4) does not wish to continue in this position but has agreed to serve until a replacement is named.
- Paul Witt (District 6) no longer resides in District 6 but has agreed to serve until a replacement is named.

To my knowledge, all others (Lindy Cashion - District 1, Kenny Lawson - District 2, Billy Newman - District 5, and Jeff Carraway - Chair) have submitted applications in hopes of re-appointment.

Feel free to call with any questions.

Joe

-

Joe Eason, Director
Kershaw County Parks and Recreation
1042 West DeKalb Street
Camden, SC 29020
(803) 425-6009
(803) 425-7689 (Fax)

Parks and Recreation...Creating Community!

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**KERSHAW COUNTY, SC
BIOGRAPHICAL DATA SHEET FOR CONSIDERATION
OF APPOINTMENT TO BOARDS, COMMISSIONS, AND COMMITTEES**

TO: INTERESTED CITIZENS

Would you like to play a part in your county government? County Council accepts biographical data sheets for consideration of appointment to Kershaw County Boards and Commissions. Council reviews the biographical data and makes the appointments, which usually become effective January 1 and July 1 unless there is a resignation. Should there be a resignation, biographical data sheets are kept on file. If you are interested, call 803-425-1500, ext. 5309, and request a biographical data sheet. Complete and return to Clerk to Council, Kershaw County Government Center, 515 Walnut Street, Camden, SC 29020 either by mail or hand delivery.

Kershaw County Boards & Commissions

Airport Commission	Library Board
Assessment Appeals Board	Medical Center Board of Trustees
Clean Community Commission	Olde English District Commission
Economic Development Committee	Planning & Zoning Commission
Housing Advisory Committee	Recreation Advisory Commission
Human Relations Commission	Tourism Advisory Committee (ATAX)
Zoning Board of Appeals	Other

**BIOGRAPHICAL DATA SHEET FOR CONSIDERATION OF APPOINTMENT TO KERSHAW COUNTY
BOARDS AND COMMISSIONS**

Name: Melinda M "Lindy" Cashion County Council District 1

Current Mailing Address: 1377 A Wateree Dam Rd. Ridgeway, SC 29130

Years Residing in Kershaw County: 49 In South Carolina: 49

Registered Voter in Kershaw County: Yes No Sex: Female Male

Please list contact information (telephone, cell phone, etc.) (803) 427-2478 (c) (803) 402-8544

Email Address: lindyjoe@hotmail.com

Employer: SC Voc Rehab Occupation: UFT Coordinator

Employer's Address: 15 Battleship Rd. Ext. Camden, SC 29020 Normal working hours: 37.5 hr wk
(Most meetings are scheduled for 5:30 pm or 7:00 pm; poor attendance can be reason for replacement.)

Have you ever been convicted of a felony: Yes No

Please give educational information (High School, College, Graduate School, etc.) Lugoff - Elgin HS
Coastal Carolina University

Please list name of Board or Commission on which you are interested in serving as a volunteer

1st Choice: Recreation Advisory Commission

2nd Choice: _____

3rd Choice: _____

List any information you feel pertinent to the position, if any: _____

List any previous service to the County, State, City or other Boards or Commissions: None

Applicant's Signature: Melinda Cashion Date 7/19/16

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Kershaw County Boards & Commissions

- | | |
|--------------------------------|-----------------------------------|
| Airport Commission | Library Board |
| Assessment Appeals Board | Medical Center Board of Trustees |
| Clean Community Commission | Olde English District Commission |
| Economic Development Committee | Planning & Zoning Commission |
| Housing Advisory Committee | Recreation Advisory Commission |
| Human Relations Commission | Tourism Advisory Committee (ATAX) |
| Zoning Board of Appeals | Other |

**BIOGRAPHICAL DATA SHEET FOR CONSIDERATION OF APPOINTMENT TO KERSHAW COUNTY
BOARDS AND COMMISSIONS**

Name: KENNETH B. LAWSON County Council District 2
 Current Mailing Address: 2904 BROAD STREET
 Years Residing in Kershaw County: 7 In South Carolina: 7
 Registered Voter in Kershaw County: Yes No Sex: Female Male
 Please list contact information (telephone, cell phone, etc.): (803) 432-1766 AND (803) 243-4684
 Email Address: Kennethb.lawson@gmail.com
 Employer: Kershaw County School District Occupation: Teacher
 Employer's Address: 2029 West Dekalb Street Normal working hours: 40 7:30-3:30
 (Most meetings are scheduled for 5:30 pm or 7:00 pm; poor attendance can be reason for replacement.)

Have you ever been convicted of a felony: Yes No

Please give educational information (High School, College, Graduate School, etc.) Camden High School 1991
Clemson University 1995 Keller Graduate School 2004 DSC 2012
B.A. Secondary Ed. M.Ed. Ed. Adm.
 Please list name of Board or Commission on which you are interested in serving as a volunteer

- 1st Choice: Recreation Advisory Commission
 2nd Choice: Airport Commission
 3rd Choice: Housing Advisory Commission

List any information you feel pertinent to the position, if any: _____

List any previous service to the County, State, City or other Boards or Commissions: Board of Directors for Baltimore Education Network 2008-2009 Baltimore MD

Applicant's Signature: Kenneth B Lawson Date: 9/21/16

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Kershaw County Boards & Commissions

- | | |
|--------------------------------|-----------------------------------|
| Airport Commission | Library Board |
| Assessment Appeals Board | Medical Center Board of Trustees |
| Clean Community Commission | Olde English District Commission |
| Economic Development Committee | Planning & Zoning Commission |
| Housing Advisory Committee | Recreation Advisory Commission |
| Human Relations Commission | Tourism Advisory Committee (ATAK) |
| Zoning Board of Appeals | Other |

**BIOGRAPHICAL DATA SHEET FOR CONSIDERATION OF APPOINTMENT TO KERSHAW COUNTY
BOARDS AND COMMISSIONS**

Name: Billy Newman County Council District 5

Current Mailing Address: 39 BENT TREE LN CAMDEN SC. 29020

Years Residing in Kershaw County: 17 In South Carolina: 20

Registered Voter in Kershaw County: Yes No Sex: Female Male

Please list contact information (telephone, cell phone, etc.) 803-427-5840

Email Address: FUR5@AOL.COM

Employer: BED BATH + BEYOND Occupation: RETAIL

Employer's Address: 10136 TWO NOTCH RD COLA, SC 29224 Normal working hours: 7AM-5PM
(Most meetings are scheduled for 5:30 pm or 7:00 pm; poor attendance can be reason for replacement.)

Have you ever been convicted of a felony: Yes No

Please give educational information (High School, College, Graduate School, etc.) Bachelor of SCIENCE UNIVERSITY OF SOUTH CAROLINA

Please list name of Board or Commission on which you are interested in serving as a volunteer

1st Choice: RECREATION ADVISORY COMMISSION

2nd Choice: _____

3rd Choice: _____

List any information you feel pertinent to the position, if any: ACTIVELY INVOLVED IN REC SPORTS AS A COUNCIL CHAIRMAN K.C. SPECIAL OLYMPICS

List any previous service to the County, State, City or other Boards or Commissions: SERVED ON THE REC COMMISSION PREVIOUS 2 YEARS

Applicant's Signature: Billy Newman Date 7-26-16

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Kershaw County Boards & Commissions

- | | |
|--------------------------------|-----------------------------------|
| Airport Commission | Library Board |
| Assessment Appeals Board | Medical Center Board of Trustees |
| Clean Community Commission | Olde English District Commission |
| Economic Development Committee | Planning & Zoning Commission |
| Housing Advisory Committee | Recreation Advisory Commission |
| Human Relations Commission | Tourism Advisory Committee (ATAX) |
| Zoning Board of Appeals | Other |

**BIOGRAPHICAL DATA SHEET FOR CONSIDERATION OF APPOINTMENT TO KERSHAW COUNTY
BOARDS AND COMMISSIONS**

Name: Col (ret) Tim Webb County Council District Kershaw/4

Current Mailing Address: 108 LAUREL COURT, LUGOFF, SC 29078

Years Residing in Kershaw County: 20 yrs + In South Carolina: 30 yrs +

Registered Voter in Kershaw County: Yes No Race C Gender M

Please list contact information: _____

Email Address: timothy.webb@kcsd.schools.net

Employer: Kershaw County School District Occupation: TEACHER

Employer's Address: 2023 W. DEKALB ST. CAMDEN Normal working hours: 7:30 - 4:30
(Most meetings are scheduled for 5:30 pm or 7:00 pm; poor attendance can be reason for replacement.)

Have you ever been convicted of a felony: Yes No

Please give educational information (High School, College, Graduate School, etc.) CAMDEN High School 1977
CLEMSON UNIVERSITY 1981 (BS) SOUTH UNIVERSITY - 2012 (MA)

Please list name of Board or Commission on which you are interested in serving as a volunteer

1st Choice: RECREATION ADVISORY COMMISSION

2nd Choice: _____

3rd Choice: _____

List any information you feel pertinent to the position, if any: USTA (TENNIS ASSOCIATION) MEMBER + PLAYER
HEAD TENNIS COACH - BOYS + GIRLS TENNIS AT CAMDEN HIGH SCHOOL

List any previous service to the County, State, City or other Boards or Commissions: _____

Applicant's Signature: Tim Webb Date: JULY 16

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Kershaw County Boards & Commissions

- | | |
|--------------------------------|-----------------------------------|
| Airport Commission | Library Board |
| Assessment Appeals Board | Medical Center Board of Trustees |
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| Economic Development Committee | Planning & Zoning Commission |
| Housing Advisory Committee | Recreation Advisory Commission |
| Human Relations Commission | Tourism Advisory Committee (ATAX) |
| Zoning Board of Appeals | Other |

**BIOGRAPHICAL DATA SHEET FOR CONSIDERATION OF APPOINTMENT TO KERSHAW COUNTY
BOARDS AND COMMISSIONS**

Name: Jeri Vern Lee County Council District Doby's Mill/2
 Current Mailing Address: 1285 Arrich Drive, Lugoff, SC 29078
 Years Residing in Kershaw County: 6 In South Carolina: 43
 Registered Voter in Kershaw County: Yes No Sex: Female Male
 Please list contact information (telephone, cell phone, etc.): 803-552-2374
 Email Address: leejeri1@aol.com
 Employer: Richland School Dist. Dir. Occupation: 2003
 Employer's Address: 1016 Richard St Columbia SC Normal working hours: 7:15-3:00 pm
 (Most meetings are scheduled for 5:30 pm or 7:00 pm; poor attendance can be reason for replacement.)
 Have you ever been convicted of a felony: Yes No
 Please give educational information (High School, College, Graduate School, etc.): Graduate of Midlands Technical College (Paralegal graduate)
 Please list name of Board or Commission on which you are interested in serving as a volunteer
 1st Choice: Human Relations Commission
 2nd Choice: Recreation Advisory Commission
 3rd Choice: Clean Community Commission
 List any information you feel pertinent to the position, if any: Working with the public in an educational institution setting for 7.5 years, paralegal graduate.
 List any previous service to the County, State, City or other Boards or Commissions:
None however eager, willing and able (and available) to serve the county I live in as a public servant in a positive, productive capacity.
 Applicant's Signature: Ms. Jeri V. Lee Date 05/09/16

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Kershaw County Boards & Commissions

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| Housing Advisory Committee | Recreation Advisory Commission |
| Human Relations Commission | Tourism Advisory Committee (ATAX) |
| Zoning Board of Appeals | Other |

**BIOGRAPHICAL DATA SHEET FOR CONSIDERATION OF APPOINTMENT TO KERSHAW COUNTY
BOARDS AND COMMISSIONS**

Name: John G. Taylor County Council District 4

Current Mailing Address: 413 Plum Thicket Lane

Years Residing in Kershaw County: 16 years In South Carolina: 37

Registered Voter in Kershaw County: Yes Sex: Female Male

Please list contact information (telephone, cell phone, etc.) 803-425-1500

Email Address: jtaylor@kershawcountysc.gov

Employer: City of Camden Occupation: Director

Employer's Address: 400 Market Street, Camden, SC 29020 Normal working hours: 7:00 - 4:00 pm
(Most meetings are scheduled for 5:30 pm or 7:00 pm; poor attendance can be reason for replacement.)

Have you ever been convicted of a felony: Yes NO

Please give educational information (High School, College, Graduate School, etc.) Assessment Institute

Please list name of Board or Commission on which you are interested in serving as a volunteer

1st Choice: Assessment Institute

2nd Choice: Assessment Institute

3rd Choice: Assessment Institute

List any information you feel pertinent to the position, if any: _____

List any previous service to the County, State, City or other Boards or Commissions: City of Camden

Applicant's Signature: [Signature] Date: 7/2/10

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Kershaw County Boards & Commissions

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| Economic Development Committee | Planning & Zoning Commission |
| Housing Advisory Committee | Recreation Advisory Commission |
| Human Relations Commission | Tourism Advisory Committee (ATAK) |
| Zoning Board of Appeals | Other |

**BIOGRAPHICAL DATA SHEET FOR CONSIDERATION OF APPOINTMENT TO KERSHAW COUNTY
BOARDS AND COMMISSIONS**

Name: Heath Ward County Council District 3

Current Mailing Address: 51 Cobblestone Lane Elgin SC 29045

Years Residing in Kershaw County: 27 In South Carolina: 40

Registered Voter in Kershaw County: Yes No Sex: Female Male

Please list contact information (telephone, cell phone, etc.) cell: 803-238-4466

Email Address: HEATH-JENN WARD @ MSN.COM

Employer: Blue Cross & Blue Shield Occupation: Marketing Supervisor

Employer's Address: 17 Technology Circle Columbia SC 29203 Normal working hours: 7:30-4:30
(Most meetings are scheduled for 5:30 pm or 7:00 pm; poor attendance can be reason for replacement.)

Have you ever been convicted of a felony: Yes No

Please give educational information (High School, College, Graduate School, etc.) College: Midlands Tech

Please list name of Board or Commission on which you are interested in serving as a volunteer

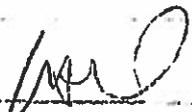
1st Choice: Recreation Advisory Commission

2nd Choice: _____

3rd Choice: _____

List any information you feel pertinent to the position, if any: Have been in Rec Commission since 3/1/14

List any previous service to the County, State, City or other Boards or Commissions: _____

Applicant's Signature:  Date: 7/19/14

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| Economic Development Committee | Planning & Zoning Commission |
| Housing Advisory Committee | Recreation Advisory Commission |
| Human Relations Commission | Tourism Advisory Committee (ATAX) |
| Zoning Board of Appeals | Other |

**BIOGRAPHICAL DATA SHEET FOR CONSIDERATION OF APPOINTMENT TO KERSHAW COUNTY
BOARDS AND COMMISSIONS**

Name: James C. Marlow County Council District Elgin/3

Current Mailing Address: 200 Smithfield Circle

Years Residing in Kershaw County: 12-15 In South Carolina: 40

Registered Voter in Kershaw County: Yes No Sex: Female Male

Please list contact information (telephone, cell phone, etc.) 803-729-9198

Email Address: james.marlow@KCSDCIT00LS.NET

Employer: KCSD LEHS Occupation: _____

Employer's Address: 1248 HWY 1 S. Lugoff, SC 29078 Normal working hours: 7:30 - 3:30
(Most meetings are scheduled for 5:30 pm or 7:00 pm; poor attendance can be reason for replacement.)

Have you ever been convicted of a felony: Yes No

Please give educational information (High School, College, Graduate School, etc.) _____

BA in English & over 15 hours of post graduate work.

Please list name of Board or Commission on which you are interested in serving as a volunteer

1st Choice: KCRD

2nd Choice: _____

3rd Choice: _____

List any information you feel pertinent to the position, if any: _____

List any previous service to the County, State, City or other Boards or Commissions: I serve on the board

for CAWS (Coaches Association of Women's Sports)

Applicant's Signature: James C. Marlow Date 12-1-2016

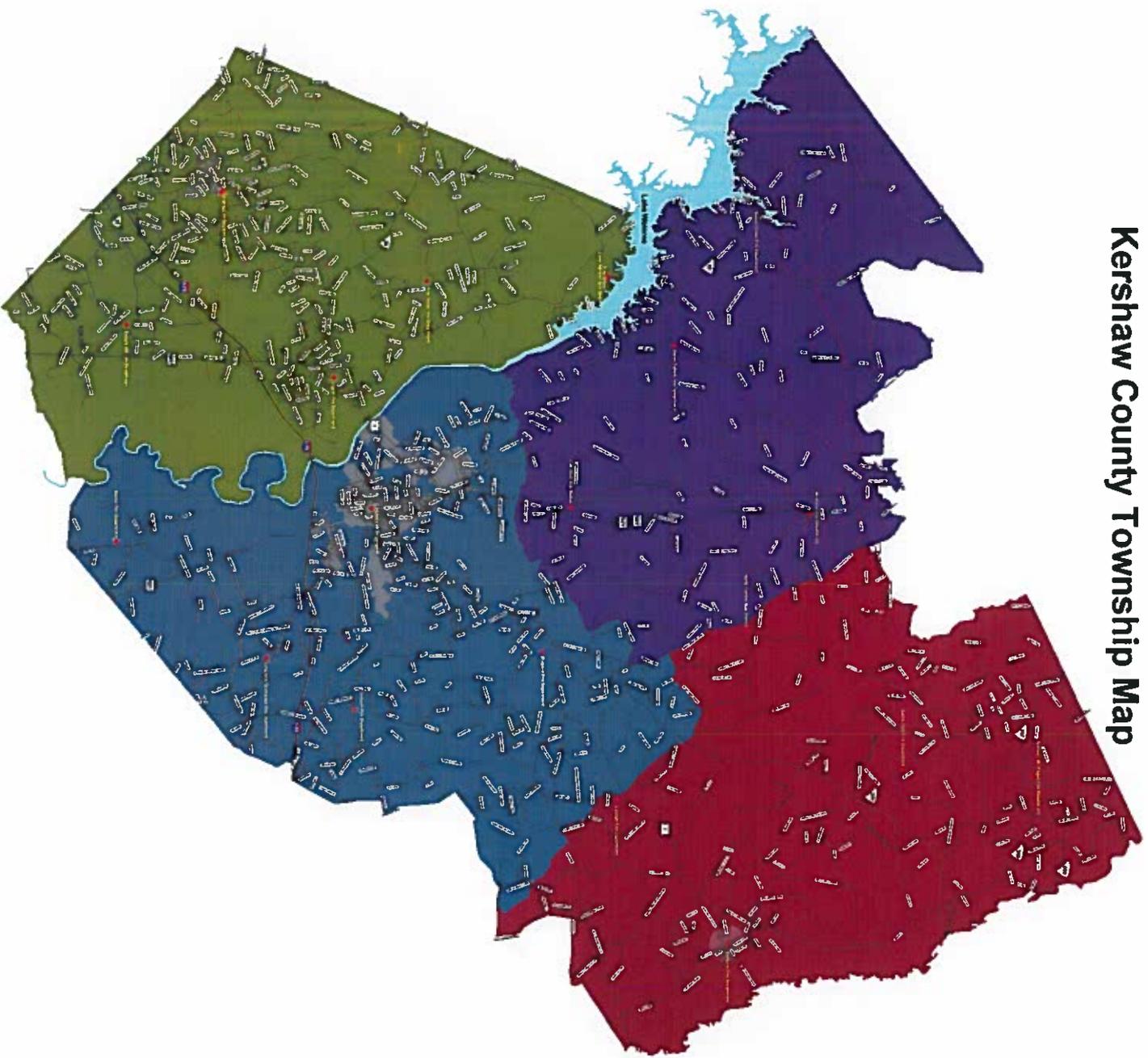
Kershaw County Boards and Commissions

THE HEALTH SERVICES DISTRICT (formerly known as MEDICAL CENTER BOARD OF TRUSTEES)

(By ordinance; appointed by Council; 6 yr terms/no more than 2 consecutive terms; meets 4th Monday 6:30 pm; at least one appointment from each township/DeKalb, Flat Rock, Wateree, Buffalo)

Name & Address	Phone No.	Date Apptd	Term Exp	Term Exp	Race	Gender	Township
Steve Holliday, Jr. 1914 Woodside Drive Camden, SC 29020 Sgmdoc@gmail.com	432-9542	09/11/12	09/30/18		B	M	DeKalb
Karen Eckford 1343 Sunnyhill Drive Camden, SC 29020 kareneckford@banknbsc.com	425-5768	09/11/12	09/30/18		W	F	DeKalb
Derial Ogburn (C) 330 Wildwood Lane Lugoff, SC 29078 Dogburn537@aol.com	438-1772	09/11/12	09/30/18		W	M	Wateree
Laurin (Robert) Burch 210 Christmas Place Camden, SC 29020 rmburch3@hotmail.com	713-4856	12/8/15	09/30/21		W	M	DeKalb
John Koumas, Jr. 7 Hickory Point Lane Elgin, SC 29045 JAKJR9B@aol.com	408-3555	12/8/15	09/30/21		W	M	Wateree
Eric Boland 520 Hwy. 1, N Camden, SC 29020 Ericb2468@sc.com	420-1550	09/01/13	09/30/19		W	M	DeKalb
Susan Outen 154 Black River Road Camden, SC 29020 outen@truvista.net	432-6366	09/10/13	09/30/19		W	F	DeKalb
Wayne Tidwell (VC) 2650 Old Stagecoach Rd Cassatt, SC 29032 larrytidwell@mindspring.com	408-0030	09/10/13	09/30/19		W	M	Buffalo
Shannon West 16 Anglewood Lane Camden, SC 29020 fredswest@gmail.com (finishes term held by Paul Napper)	549-1998	11/24/15	09/30/18		W	M	Flat Rock

Kershaw County Township Map



Legend

Township Name

- Buffalo
- Dekalb
- Flat Rock
- Wateree
- Water

