

Seneca City Council Meeting
March 9, 2021
Page one of four

The Seneca City Council held a Council Meeting on Tuesday, March 9, 2021, at 6:16 pm in the Seneca City Hall Council Chambers. Members present: Mayor Daniel Alexander; Mayor Pro Tem Ronnie O'Kelley; Al Gaines, Denise Rozman, Stuart Pohl, Joel Ward, Dana Moore, Scott Durham, and WC Honeycutt.

Also present were: Scott Moulder, City Administrator; Bo Bowman, City Attorney; Josh Riches, Finance Director; Ed Halbig, Planning Director; Casey Bowling, Police Chief; Richie Caudill, Fire Chief; Ernie Beck, Public Utilities Director; Danielle Smith, Assistant Finance Officer; Carol Hall, Clerk; and other interested citizens. The press and public were notified of the meeting in advance as required by law.

Meeting to
Order

Mayor Alexander called the meeting to order.

Public
Comments

Gary Cobb - 124 Professional Park Drive

Mr. Cobb, a former Seneca Light & Water Electrical Superintendent (19 years), is speaking as a concerned citizen, a utility customer, and a taxpayer. He wanted to appeal to the mayor and council regarding the linemen that have been terminated in the last ten months, particularly the recent ones. He has known these guys for many years, worked with them in all types of weather conditions. He said that they are trustworthy, honest, and hard-working men to have families intertwined in Seneca. Mr. Cobb has heard those men's side of the incident and was troubled by the outcome they received.

He questioned the investigative time and effort that should've taken place in this matter. Look at these men's past performance reports, none have been reprimanded or disciplined for anything during Mr. Cobb's tenure of 19 years. He said, "Shouldn't a complete investigation be done, with all parties being questioned by a third-party?"

When Mr. Cobb found out that the city was hiring a human relations person, he was excited and looked up the job description. That job description is to:

- Prevent conflicts, encourage fairness in the city
- Develops and implements strategies to enhance employee motivation and performance and reduce conflict.
- Works to create a positive work environment.
- Designs employee benefit packages
- Represents and promotes workplace diversity

Mr. Cobb asked if any of these enhancements had been fulfilled. He added that communication must not be stifled within an organization or the morale suffers and therefore the city suffers.

Mr. Cobb realized he had no authority or control in this matter. However, Mr. Cobb felt that the past investigation lack substance and forethought and he appealed to council's sense of fairness and justice. Mr. Cobb thanked council.

Angela Jenkins – 210 S Fairplay Street

Ms. Jenkins came to listen to the meeting but decided to speak about the fireworks for Christmas. She lives in the city limits and does not think it is necessary. She thinks it is enough that they put up with the fireworks on July 4th and New Year's Day. She also spoke regarding her neighbors, who are elderly. She is also thinking about the police department dealing with the fireworks. She thinks fireworks for Christmas Day is too much. She also is thinking about the dogs in the area, her dog is a nervous wreck. Ms. Jenkins asked that council consider not passing the ordinance. She thanked council for their time.

Approval of
Previous
Meeting
Minutes

Motion by Mr. Ward to approve the City of Seneca meeting minutes dated February 9, 2021, exhibit A.

Seconded by Mr. Durham

The motion passed by unanimous vote (9)

Motion by Mr. Gaines to approve the City of Seneca Special Called Council meeting minutes dated February 23, 2021, exhibit B.

Seconded by Mr. Pohl

The motion passed by unanimous vote (9)

Motion by Mr. Durham to approve the Seneca Improvements Corporation meeting minutes dated February 17, 2021, exhibit C.

Seconded by Mr. Moore

The motion passed by unanimous vote (9)

Motion by Mr. Honeycutt to approve the Events Committee meeting minutes dated February 25, 2021, exhibit D.

Seconded by Mr. Moore

The motion passed by unanimous vote (9)

Pay City's
Bills

Motion by Mr. O'Kelley to pay the city's bills

Seconded by Mr. Durham

The motion passed by unanimous vote (9)

Financial
Report Audit
June 30, 2020

Motion by Mr. Ward to approve the June 30, 2020, Financial Report audited by Stancil, Cooley, Estep & Stamey, LLP.

Seconded by Mr. Durham

The motion passed by unanimous vote (9)

Ord 2021-01
Annex 306
Hwy 123
Bypass Lot C

Motion by Mr. Moore to approve on 2nd Reading Ordinance 2021-01, and ordinance to annex 306 Hwy 123 Bypass, Lot C, exhibit E.

Seconded by Mr. Honeycutt

The motion passed by unanimous vote (9)

Ord 2021-02
Zone 306 Hwy
123 Bypass
Lot C to HC

Motion by Mr. Honeycutt to approve on 2nd Reading Ordinance 2021-02, an ordinance to zone 306 Hwy 123 Bypass, Lot C to HC, exhibit F.

Seconded by Mr. Moore

The motion passed by unanimous vote (9)

Residential
Trash Route
Update

Mr. Moulder updated council on some issues on the residential trash route and with our trucks. He reminded council that a couple of months back we had the vehicle fire at the motor pool when three of our vehicles received significant damage along with the new side loader Rotopac Garbage truck which was purchased to run the residential route. It was completely destroyed in the fire. We lost another unit as well. We were left one back up truck which was our previous 2017 front loader for residential route.

That truck in the most recent days had another rat get in and shoot through the wiring harness of that vehicle. We have master switches on that vehicle, so it did not lead to a fire like we did in the previous truck that did not have a master electrical switch. When they got the wire harness fixed and were able to crank it up to begin checking it out this so-called unauthorized inhabitant was still on the inside of the motor and became a projectile inside the unit and tore up a number of the components.

We actually have some concerns that the when it switched over to low-voltage it actually may have a fried or ruined a number of the sensors within the truck. Our guys have been working fast as they can to get that repaired. The decision was then made to take the truck to the Mack dealer to be repaired. That left us with no trucks able to run a residential route. Mr. Beck and Mr. White drove to Greenville last night and picked up one of Greater Greenville's rear load trucks. They have offered to loan it to us as long as we need it. So, we are running old school with two guys riding on the back of the rear load truck.

We are way behind on our residential route. We have gotten a lot of calls of people's trash that did not get picked up on their normal Monday route. We still have not finished the Monday route. They are working as hard as they can to get caught up. Westminster is going to send a residential group tomorrow to assist us. Walhalla will be sending a residential crew on Friday to assist us. We are trying to offer a guarantee that everybody will be caught up by the end of this week with the assistance of those two cities as well as the loaner truck.

The Rotopac that we received insurance proceeds to replace is still probably a month out. We had to have one custom built. We are hoping to get the current reserve residential route truck back tomorrow. We can add that to the route, the Greater Greenville truck, and with the help of Westminster and Walhalla, with all four of those running we can get caught up by the end of the week. Mr. Moulder asked the press to get the word out that the city is doing everything they can.

Mr. Pohl asked for an update on the preventing this problem in the future. Mr. Moulder explained that when you have food and waste, you're going to have rodents. Right now, the

motor pool is situated next to woods where the rodents live and are going to come out. We have fencing but they can certainly fit through very small places.

We have plans to build a new motor pool at the Seneca Industrial Complex. We are still working on that. As pricing continues to climb above and beyond the amount of funds that we have allocated, we hope we get that built out there and those vehicles are stored out there, instead of down here at the motor pool. It is a cleaner environment and there are no woods nearby, we can somehow reduce the rodent population.

Mr. O'Kelley suggested parking the new fleet at the Seneca Industrial Complex. Also suggested was putting the big green dumpsters out for citizens to throw their garbage in similar to what was done during the tornado.

Executive
Session (6:32
– 6:39pm)

Motion by Mr. Honeycutt to go into an executive session to discuss a legal matter concerning Property Purchase and to include Mayor, Council, City Administrator, and the City Attorney.

Seconded by Mr. Moore

The motion passed by unanimous vote (9)

Council returned from executive session. No action taken.

Adjourn

Mayor Alexander called the meeting adjourned at 6:40pm.

Daniel W. Alexander, Mayor

Carol Hall, Clerk

The Seneca City Council held a Special Called Council Meeting on Tuesday, March 30, 2021, at 6:35 pm in the Seneca City Hall Council Chambers. Members present were: Mayor Daniel Alexander, Mayor Pro Tem Ronnie O'Kelley, Al Gaines, Denise Rozman, Stuart Pohl, Joel Ward, Dana Moore, Scott Durham, and WC Honeycutt.

Also present were: Scott Moulder, City Administrator; Bo Bowman, City Attorney; Bob Faires, Utilities Director; Ed Halbig, Planning Director; Casey Bowling, Police Chief; Richie Caudill, Fire Chief; Ernie Beck, Public Works Director; Danielle Smith, Assistant Finance Officer; and Carol Hall, City Clerk. The press and public were notified of the meeting in advance as required by law.

Meeting to
Order

Mayor Alexander called the meeting to order.

Mayor Alexander asked if there were any questions or comments from the press or public. There were no public comments.

July 3rd
Fireworks
Contract

Motion by Mr. Pohl to approve the contract with the East Coast Pyrotechnics in the amount of \$18,375 to be paid for with HAT funds and to allow the Mayor or City Administrator to sign the document subject to the city attorney's review.

Seconded by Mr. Durham

Mr. Durham pointed out that the Independence Day celebration will be held on July 3rd for this year only. Mr. Moulder confirmed it was indeed for just this one year.

The motion passed by unanimous vote (9)

Blue Ridge
Utility Tax
Credit
Agreement

Motion by Mr. Moore to approve the Utility Tax Credit Agreement with Blue Ridge Electric and authorize the Mayor or City Administrator to execute on behalf of the city.

Seconded by Mr. Durham

The motion passed by unanimous vote (9)

Fair Housing
Resolution

Motion by Mr. Honeycutt to approve the Resolution recognizing April 2021 as Fair Housing Month and allow the Mayor or City Administrator to sign.

Seconded by Mr. Gaines

The motion passed by unanimous vote (9)

Republican
Party Waiver
of Rental Fees
– Gignilliat
Facility

Motion by Mr. O'Kelley to approve the request from the Republican Party for waiver of rental fees to use Gignilliat Facility on April 10th.

Seconded by Mr. Durham

Discussion followed. Mr. O'Kelley commented on general rental policies and stated he felt day-to-day decisions should be made by the city administrator. Mr. Honeycutt said the policies should be equitable across the board, regardless of the group. Mayor Alexander said we might need to look at that ordinance again.

Motion by Mr. Pohl to amend the request and deny the request to waive the rental fees, ask Mr. Moulder to do a rate study, and then if within the next six (6) months the city reduces the rate, the city will refund the difference.

Seconded by Mr. Moore

The motion to amend passed by unanimous vote (9)

The motion passed as amended by unanimous vote (9)

Executive
Session
(6:54pm –
7:12pm

Motion by Mr. Ward to go into an executive session to discuss a legal matter concerning Property Purchase and a personnel matter and to include Mayor, Council, City Administrator, and the City Attorney.

Seconded by Mr. Moore

The motion passed by unanimous vote (9)

Council returned from executive session. No action taken.

Adjourn

Mayor Alexander called the meeting adjourned at 7:13 pm.

Daniel W Alexander, Mayor

Carol Hall, City Clerk

CITY OF SENECA

ORDINANCE NO. 2021-04

AN ORDINANCE TO AMEND SECTION 11-5
DEALING WITH DISCHARGE OF CERTAIN FIREWORKS

Section 11.5 of the Code of Ordinances for the City of Seneca shall hereby be amended to read as follows:

A) Except as provided in Section 11-7, and except on and during the holidays of Independence Day (July 4), New Year's Eve, New Year's Day, Veteran's Day, and Memorial Day, it shall be unlawful for any person to shoot, discharge or explode or fire any fireworks within the City excepting "sparklers," toy cap pistols, and toy pistol paper caps which contain not more than one-fifth (1/5) of a grain of explosive mixture.

B) At no time except as provided in Section 11-7 shall fireworks be permitted to be discharged on any public street or property owned by the City of Seneca.

C) Fireworks as used in this Ordinance are defined as ICC Class C "Common Fireworks" and enumerated in Section 23-35-10 of the Code of Laws for South Carolina 1976.

THIS ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON FINAL READING HEREOF.

PROPOSED ORDINANCE APPROVED AS TO FORM this ____ day of _____, 2021.

R. BOATNER BOWMAN, City Attorney

APPROVED AND RATIFIED on First Reading this 13th day of April, 2021 by a vote of

_____ YES _____ NO _____ ABSTAIN

APPROVED, RATIFIED and ADOPTED on Second and Final Reading this ____ day of _____, 2021 by a vote of

_____ YES _____ NO _____ ABSTAIN

_____, Clerk

Attest:

_____, Mayor
.

ORDINANCE NO. 2021-05

AN ORDINANCE TO ANNEX PROPERTY INTO THE CORPORATE LIMITS
OF THE CITY OF SENECA

City Council of the City of Seneca has received a Petition in due form for the annexation into the City the property as hereinbelow described:

Pursuant to Section 5-3-150 of the Code of Laws of South Carolina, 1976, Council has determined that said Petition signees represent 75 percent of the property owners and have submitted Petition in proper form; and

The property sought to be annexed is contiguous to the present City Limits

NOW THEREFORE BE IT ORDAINED:

1. that the real property to be annexed is described as follows:

All that certain piece, parcel or lot of land situate, lying and being in the state of South Carolina, County of Oconee, having the following metes and bounds to-wit:

Tract B

Commencing at western intersection of the Rights-of Way of South Depot Street and Fairview Drive; thence S41d14'16"W a distance of 205 feet; thence S65d55'13"W a distance of 250 feet; thence S38d56'25"W a distance of 35.58 feet to the Point Of Beginning; thence S38d31'35"E a distance of 506.86 feet; thence S42d29'40"W a distance of 99.54 feet; thence S62d50'02"W a distance of 227.32 feet; thence N73d56'57"W a distance of 35.71 feet; thence N84d12'44"W a distance of 97.38 feet; thence S88d49'46"W a distance of 30.54 feet; thence N87d50'08"W a distance of 36.43 feet; thence N77d03'25"W a distance of 29.71 feet; thence N39d50'17"W a distance of 22.97 feet; thence N53d46'58"W a distance of 16.70 feet; thence N62d53'35"W a distance of 14.33 feet; thence S75d35'15"W a distance of 17.58 feet; thence N78d57'57"W a distance of 42.80 feet; thence N68d45'49"W a distance of 43.10 feet; thence N47d04'39"W a distance of 25.94 feet; thence N62d07'25"W a distance of 48.71 feet; thence N73d30'47"W a distance of 25.60 feet; thence N26d15'27"W a distance of 253.20 feet; thence N68d48'45"E a distance of 35.85 feet; thence N67d00'12"E a distance of 55.32 feet; thence N66d33'59"E a distance of 114.03 feet; thence N67d16'49"E a distance of 358.49 feet to the Point of Beginning.

Tract C

Commencing at the intersection of the centerlines of South Depot Street and Mormon Church Road, said intersection being the Point of Beginning; thence N55d21'15"W a distance of 240.42 feet; thence N56d10'23"W a distance of 177.31 feet; thence S85d25'42"E a distance of 82.20 feet; thence S82d01'38"E a distance of 351.13 feet; thence S25d09'15"W a distance of 199.00 to the Point of Beginning.

AND ALSO

This annexation to include all abutting and adjacent Rights-of-Way.

1. The above described property is hereby annexed and incorporated into the corporate limits of the City of Seneca pursuant to Section 5-3-150, Code of Laws of South

Carolina, 1976, as amended.

2. This Ordinance shall take effect upon second reading hereof.

PROPOSED ORDINANCE APPROVED AS TO FORM this ____ day of _____, 2021

R. Boatner Bowman, City Attorney

APPROVED AND RATIFIED on First Reading this 13th day of April 2021 by a vote of

_____ YES _____ NO _____ ABSTAIN

APPROVED, RATIFIED and ADOPTED on Second and Final Reading this _____ day of _____, 2021 by a vote of _____

_____YES_____NO_____ABSTAIN

_____, Clerk.

Attest:

_____, Mayor

ORDINANCE NO. 2021-06

AN ORDINANCE TO AMMEND THE OFFICIAL ZONING ORDINANCE
OF THE CITY OF SENECA

WHEREAS, that certain properties located at Fairview Drive and South Depot Street, and denoted by Tax Map number 254-00-01-090, tracts "B" and "C", as shown on a plat of survey attached herein as Exhibit "A", and:

WHEREAS, pursuant to application, said property is requested to be zoned R-10.

BE IT ENACTED BY THE governing Body of the City Of Seneca and Council duly assembled, and by the authority of same that the Official Zoning Ordinance of the City Of Seneca is herein amended to zone property located at at Fairview Drive and South Depot Street, and denoted by Tax Map number 254-00-01-090 tracts "B" and "C", as shown on a plat of survey attached herein as Exhibit "A" to R-10.

DONE AND DULY ORDAINED BY THE municipal Council of the City of Seneca, in Council duly assembled on the date hereinafter set forth.

PROPOSED ORDINANCE APPROVED AS TO FORM this 13th day of April 2021.

R. Boatner Bowman, City Attorney

APPROVED AND RATIFIED on First Reading this 13th day of April 2021 by a vote of

_____ YES _____ NO _____ ABSTAIN

APPROVED, RATIFIED and ADOPTED on Second and Final Reading this _____ day of
_____ 2021 by a vote of

_____ YES _____ NO _____ ABSTAIN

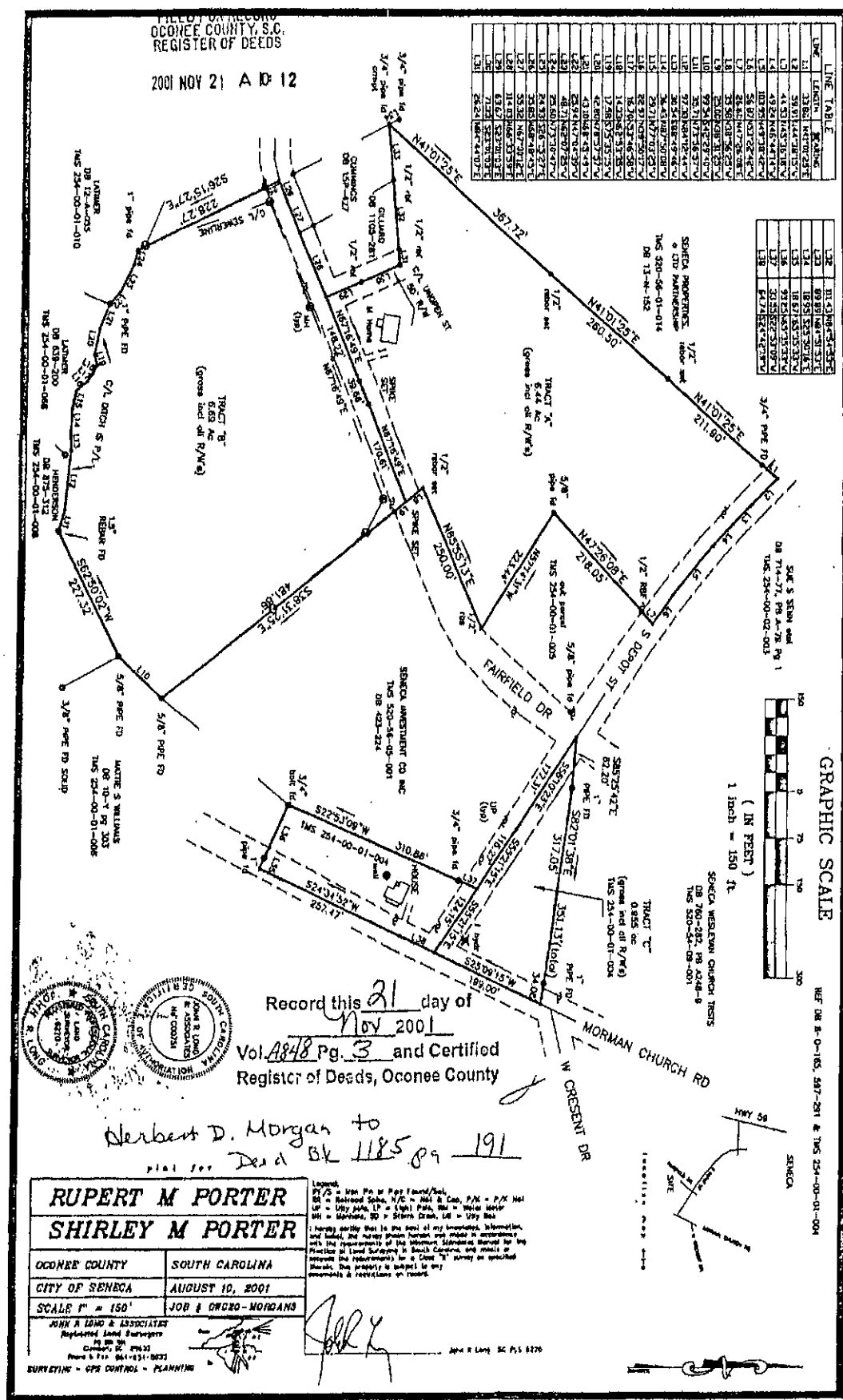
_____, Clerk

Attest:

_____, Mayor

RECORDED AT CLARK COUNTY, MISSISSIPPI

FILED FOR RECORD



RANDALL M. NEWTON
ATTORNEY AT LAW
POST OFFICE BOX 1539
CLEMSON, SC 29633-1539

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
CITY OF SENECA)

RESOLUTION

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF LEASE NO. 004-0769051-102 DATED MARCH 19, 2021, (the "Lease"), between City of Seneca, 698 W S 4th Street, Seneca, SC 29678 and VGM Financial Services, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926; and prescribing other details in connection therewith.

WHEREAS, the City of Seneca, SC, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of South Carolina; and,

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and,

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and,

WHEREAS, VGM Financial Services, a division of TCF National Bank, (the "Lessor") shall act as Lessor under said Lease; and,

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF City of Seneca, SC:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the City Administrator of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. the Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of South Carolina.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified, and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this 13th day of April 2021.

CITY OF SENECA, SOUTH CAROLINA

Daniel W. Alexander, Mayor

ATTEST:

Carol Hall, Clerk

Approved as to form:

R. Boatner Bowman, City Attorney



Turf Equipment Schedule (Fair Market Value Purchase Option)

The "Lease": Equipment Schedule Number 004-0769051-102 Dated March 19, 2021 to Master Lease Number 769051L Dated July 3, 2019

"Lessee": City of Seneca, SC, 698 W.S. 4th Street, Seneca, SC 29678

Contact: Casey Alexander

Phone: (864) 885-2709

"Lessor": VGM Financial Services, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term	Rent Payment Period	Each Rent Payment	Advance Rent Payment(s)	Interim Rent Daily Factor	Security Deposit
	48 Months	Monthly	\$1,041.04 plus applicable taxes except financed sales tax included in the Final Cost	\$1,041.04 For Installments(s): First	N/A	N/A

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (the "Equipment"):

MAXIMUM HOURS:

698 W.S. 4th Street, Seneca, SC 29678:

(1) Jacobsen LF570 together with all attachments and accessories thereto

2400/Term

Each Rent Payment shall be payable in advance on the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

- So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the fair market value of the Equipment, as mutually determined by Lessor and Lessee, plus all sales and use taxes arising on the sale of the Equipment. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 60 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive non-cancelable 1-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, or (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease.
- Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
- If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.
- If this Lease terminates or is cancelled prior to the end of the Initial Term, then the Maximum Hours specified above shall be reduced pro rata based on the number of months remaining in the current year or Initial Term, as applicable. If the Lease is renewed or extended, the Maximum Hours allowed during such renewal or extension shall be calculated pro rata based on the number of Maximum Hours specified above and the number of months of such extension or renewal.
- This Schedule may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Schedule and it shall bear the original ink or electronic signature of Lessor and be marked "Original." Each party's electronic signature on this Schedule shall be unconditionally valid and legally enforceable, and each party agrees not to contest the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign). To the extent that this Schedule constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this Schedule can be done only by the transfer of the "Original" bearing the original ink or electronic signature of Lessor; provided that, if the "Paper Out" process shall have occurred, or if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this lease, then the "Paper Out" printed version of such document bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original and authoritative version. Lessee agrees to deliver to Lessor, on request, this Schedule bearing Lessee's original signature.

Lessor: VGM Financial Services, a division of TCF National Bank

By: _____

Title: _____

Lessee: City of Seneca, SC

By: _____

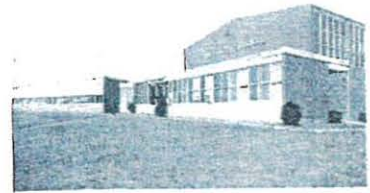
T. Scott Moulder, City
Administrator



315 Holland Avenue
Seneca, SC 29678

*"Organized to provide educational opportunities to
community youth and adults"*

Exhibit G



April 7, 2021

**Steering
Committee:**

**Curtis
White, Sr.**
(864) 650-8427

**Willie
Washington**
(864) 710-5294

**Helen
Rosemond-Saunders**
(864) 903-0547

**Cecelia
McWhorter**
(864) 247-4773

**Martha
Wright**
(864) 638-2595

**Willie
Jenkins**
(864) 933-5990

The Honorable Dan Alexander-Mayor of Seneca
Scott Moulder-City Administrator
221 E. North 1st St.
Seneca SC 29678

Dear Mr. Alexander:

The Blue Ridge Community Center (BRCC) is indebted to you and the city of Seneca for providing monetary resources as we get our feet under us as a new 501 (C) (3) startup. On behalf of the Board, I want to personally thank you for your time and interest in our project.

Since we last talked, BRCC has been a COVID-19 test site on several occasion and will be a vaccination site this month. Also, we are working w/Clemson University as part of the Utica Mill & Perry Hill Opportunity Grant. One success is that we have been awarded a \$6000 grant from the Duke Foundation to run a reading/math program this summer for underserved youth.

Per our discussion, we are asking the city to continue our partnership and assistance with utilities to operate through the first year. We have exhausted the majority of the initial \$10,000 and are hereby requesting an additional \$10,000 grant to get us through August 2021.

As we move forward, we welcome your input and involvement as we continue to offer services and information to the surrounding areas to help them make better informed decisions and live better lives.

Thank you again for your time and we look forward to a lasting relationship and for caring for our citizens.

Sincerely,

Curtis D. White, Sr.
BRCC

Seneca Zoning Board of Appeals
March 18th, 2021
Page 1 of 2

OPENING

The Seneca Zoning Board of Appeals met on Thursday, March 18, 2021 at 6:00 p.m. in the Council Chambers at City Hall. Members present included Mr. Marvin Gray, Chair, Ms. Tammy Garland, Vice Chair, Mr. Allen Hart, Dr. Ronald Moore, and Mr. John Voss. also present were Mr. Edward Halbig, Director; and Mrs. Tammy Winchester, Admin. Assistant, and other interested persons (list in minute book). The press and public were duly notified as required by law.

VA-2021-01

Mr. Gray called the Zoning Board of Appeals to order. He asked if there was any conflict of interest among the board members with the following request and he asked that the record reflect there was a quorum.

Mr. Gray asked if there were corrections for the minutes, and hearing none, accepted them.

Mr. Halbig read the hearing process.

Mr. Halbig read the variance application.

Docket No 1:	VA 2021-01
Property Owner:	Rebecca Burnette
Applicant	Same
Property Address:	619 S. Walnut Street
Tax Map #:	520-46-04-005

Mr. Halbig presented the staff report. He discussed the reason for variance request. Mr. Halbig took a moment to recognize Allen Hart and to thank him for his service to the board.

Mr. Gray asked is there a member of the board that would care to address Mr. Halbig about his report. There were none.

Mr. Gray asked if there were any further questions. There were none. He asked if someone would like to speak in favor of the request.

Rebecca Burnette (619 S. Walnut Street) introduced herself to the board. She discussed the reason for the variance request. Rebecca Burnette said this would make it easier for her so she would not have to use her back steps. She said there would only be parked cars under the carport, and when she is no longer needed the carport it would be relocated or dismantled.

Mr. Gray asked if there was anyone who wished to speak in opposition of the application. There was none. He then called for a motion.

Seneca Zoning Board of Appeals
March 18th, 2021
Page 2 of 2

MOTION:

Motion made by Mr. Voss to approve the variance application. The motion was made to approve the request with the stipulation as recommended by the board members that the disposition of the carport would be moved to a conforming location or be dismantled.

SECOND made by Dr. Ronald Moore.

Discussion followed.

AYE Mr. Gray, Ms., Tammy Garland, Mr. Allen Hart, Dr. Moore, and Mr. Voss.

OLD
BUSINESS

Mr. Gray asked if there was any old business to discuss. There being none.


NEW
BUSINESS

Mr. Gray asked if any new business to discuss. There being none.

ADJOURN

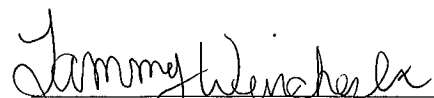
Meeting adjourned at 6:20 p.m.

APPROVED AS TO CONTENTS,



Edward R. Halbig, Director
Planning & Development

RESPECTFULLY SUBMITTED,



Tammy Winchester, Administrative Assistant
Planning & Development