Minutes
CORINTH-SHILOH SPECIAL PURPOSE TAX DISTRICT
SPECIAL CALLED COMMISSION MEETING and WORKSHOP
March 5, 2026, 6:00PM

Commissioners:
Mr. Monty Marcengill
Mrs. Misty Morris
Mr. J. Wayne Smith
Mr. Richard Walton

The Corinth-Shiloh Fire Commission met at 6:00 p.m.at the Corinth-Shiloh Fire Department, 940 Old Clemson Highway, Seneca, SC. Commissioners Mr. Marcengill, Mrs. Morris, Mr. Smith and Mr. Walton, as well as, Chief Dave Scheuerer were in attendance. Also present were Oconee County Councilman Don Mize and Oconee County Deputy Administrator Phil Shirley.

Press: Pursuant to the Freedom of Information Act, notice of the meeting, date, time, place of meeting, and agenda were posted on the bulletin board at the Corinth-Shiloh Fire Department, 940 Old Clemson Highway, Seneca, SC, and on the department website [www.corinthshilohfd.com]. Notice was also made available to the newspaper, radio stations, television stations, concerned citizens, and interested parties upon request.

Members of the Press Present: Dick Mangrum, 101.7 WGOG.

Call to Order:

Chairman Smith called the meeting to order at 6:00 p.m.

Moment of Silence:

Mr. Smith encouraged those present to observe a moment of silence prior to the Invocation.

Invocation:

At Mr. Smith's request, Mr. Walton gave the Invocation.

Pledge of Allegiance:

Mr. Smith led in the Pledge of Allegiance to the Flag of the United States of America.

Purpose of the Special Called Meeting and Workshop:

Mr. Smith reminded those present that the purpose of the Special Called Meeting is to discuss and potentially vote on several personnel and contractual issues. Also to be discussed and voted on will be the election of the new Vice Chairman of the Commission. He stated that the purpose of the Workshop is for discussion/development of the budget and related matters.

(The Commission will enter Executive Session to discuss Personnel and Contractual Issues)

Approval of Minutes:

Meeting minutes from February 2026 have not yet been made available for approval.

Public Comments Session:

None

Commission Comments Session:

Mr. Walton: Mr. Walton states he desires to go on record in support of Chief Scheuerer's leadership in light of recent attacks levied in various forms against the Chief. Mr. Walton voices that a desire for power and control appear to be behind the attacks and wants to state publicly that he is fully supportive of Chief Scheuerer.

Mrs. Morris: Mrs. Morris states that she agrees with Mr. Walton's statement. She commends the past leadership in building up the Fire Department. Mrs. Morris states that as transition progresses, patience, grace and kindness must be practiced by all. She shares that she looks forward to the end result in the next six to twelve months.

Mr. Marcengill: Mr. Marcengill voices agreement with the statements of Mr. Walton and Mrs. Morris. Mr. Marcengill adds that he wants to see the station firefighters greet the community warmly with a readiness to assist in any way that is needed. Mr. Marcengill shared personal experience of coming to the station in the past and being received in a cold and irritated fashion. He wants this never to be the experience of any one else in the Corinth-Shiloh community when they come to the station with a need. Mr. Marcengill exhorts all within the Corinth-Shiloh family to be ready to serve the community with eagerness and competence.

Mr. Smith: Mr. Smith states that there is not much to add to all the other three Commissioners have shared but voices his appreciation to all Chief Scheuerer has accomplished in his short time amid much adversity and challenge. Mr. Smith shares that he wants to clarify two things. The first comes out of the 501(c)(3) meeting on Monday, March 2, 2026 when he asked about the proposed lease the 501(c)(3) board has in hand but has not yet signed. For clarity's sake, the Special Purpose Tax District will make no mortgage payments until the lease is signed as advised by legal counsel. This lease gives legal protection to both parties. Furthermore, the Commission intends to pay the mortgage in full but cannot do so without a legally binding contract. Mr. Smith states that he wants to go on record saying that the Commission is seeking to provide for all the needs of the fire station. Secondly, Mr. Smith shares that there have been rumors of the county seizing the fire department and abolishing the Commission. He states that this is totally untrue. Mr. Smith points out that Oconee County Councilman Don Mize is in attendance tonight in support of the Commission and wants to see the fire department succeed. Mr. Smith reminds those in attendance that the Commission represents the taxpayer and is here for the long haul.

Review Meeting Agenda:

Mr. Smith reviewed the Agenda for the Special Called Meeting and the Workshop.

Executive Session (Discuss Personnel and Contractual Issues):

Mrs. Morris made a motion to enter Executive Session, Mr. Marcengill seconded, carried 4-0. Mr. Smith asks that Oconee County Councilman Don Mize and Oconee County Deputy Administrator Phil Shirley join the Commission in Executive Session for consultation on contractual issues and personnel issues to be discussed. The Executive Session was entered at 6:12pm.

Mrs. Morris made a motion to exit Executive Session, Mr. Marcengill seconded, carried 4-0. Executive Session was exited at 7:12pm.

Independent Contractor Agreement (Fire Marshall) Discussion and/or Vote:

Mrs. Morris made a motion to table this item, Mr. Walton seconded, carried 4-0.

Commission Legal Representation Discussion and/or Vote:

Mr. Marcengill makes a motion to use Andrew K. Holliday, Attorney at Law, as legal representation for the Special Tax District Commission, Mrs. Morris seconded, carried 4-0.

Adoption of Resolution on Department Staffing:

Mr. Marcengill made a motion to adopt the Resolution on Department Staffing that will end the Assistant Chief position due to business need as the transition service the position provided is no longer needed, Mr. Walton seconded, carried 4-0.

Discuss/Appoint Commission Officers (Vice Chair and Secretary due to resignations):

Mr. Smith made a motion to appoint Mr. Marcengill as Vice Chairman of the Commission, Mrs. Morris seconded, carried 4-0.

Mr. Smith made a motion to table the appointment of Secretary, Mrs. Morris seconded, carried 4-0. Thank you was voiced to Stacey Smith for filling in as Secretary in the interim.

Mr. Smith made a motion to exit the Special Called Meeting, Mr. Marcengill seconded, carried 4-0.

Budget Workshop (Finalize Budget for approval at next meeting):

Mr. Smith made a motion to enter the Budget Workshop, Mr. Marcengill seconded, carried 4-0.

Each Commission Board member received a hardcopy of the proposed FY 26/27 budget. Chief Dave Scheuerer gave an overview of each of the proposed budget requests. Two different total amounts requested were noted - one included the substation upfits and the other excluded those upfits. Lengthy discussion was held with questions from Commissioners directed to the Chief and to County Councilman Mize and Deputy Administrator Shirley.

Adjourn:

Mr. Smith made a motion to exit the Budget Workshop and adjourn, Mrs. Morris seconded, carried 4-0.

Respectfully submitted,

Stacey Smith

Interim Secretary

Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is made effective as of March 1, 2026, by and between Life Safety Training Consultants, ("Client"), located at 107 Carteret Ct., Clemson, SC 29631, and Corinth Shiloh Special Purpose Fire Tax District, located at 940 Old Clemson Hwy., Seneca, SC 29672.

1. Services The Contractor agrees to provide the following services ("Services"):

• Provide Life safety inspection services to the Fire Department that includes inspections of commercial and assembly occupancies and other properties as agreed upon for life safety compliance as outlined in the requirements from the SC Fire Code and the International Building Code.

• The services include inspecting each occupancy yearly, and follow up as required for critical life safety deficiencies

2. Payment The Client agrees to pay the Contractor as follows: • Payment Amount: $750 per month plus overhead of 10%. (30hrs @ $25 per hour). • Payment Schedule: Monthly

3. Term This Agreement will commence on March 1, 2026 and continue unless terminated by either party in accordance with Section 6 of this Agreement.

4. Independent Contractor Status The Contractor acknowledges that they are an independent contractor and not an employee of the Client. The Contractor shall not be entitled to any benefits provided by the Client to its employees.

5. Confidentiality The Contractor agrees to keep confidential all information disclosed by the Client during the course of this Agreement.

6. Termination Either party may terminate this Agreement without cause upon 30 days' written notice to the other party.

7. Indemnification The Contractor shall indemnify and hold the Client harmless from any claims or damages arising from the Contractor's performance of the Services.

8. Governing Law This Agreement shall be governed by the laws of the state of SC.

9. Miscellaneous Any changes to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement as of the date first above written.

BOARD RESOLUTION

Corinth–Shiloh Fire District

(A South Carolina Special Purpose Tax District)

RATIFICATION OF PERSONNEL ACTION AND AFFIRMATION OF CHIEF'S AUTHORITY

WHEREAS:

The **Corinth–Shiloh Fire District** ("District") is a duly established South Carolina special purpose tax district and governmental entity organized pursuant to applicable South Carolina law; and

The District Board of Directors is the governing authority responsible for oversight of District operations, personnel policy, and protection of the District's legal and financial interests; and

The Fire Chief is the appointed executive officer of the District and is charged with day-to-day operational management, including personnel supervision consistent with Board policy; and

A temporary part-time position was created to assist with volunteer coordination and transition-related administrative functions during the District's structural reorganization; and

The Board has been advised that the temporary position is no longer operationally necessary; and

The Board further finds that failure to act would expose the District to potential liability related to workplace environment, professionalism standards, and public trust obligations.

The Board has been further advised of documented concerns regarding conduct inconsistent with District standards of professionalism, nondiscrimination, and orderly operations;

NOW, THEREFORE, BE IT RESOLVED:

1. **Position Elimination**
   The Board hereby affirms that the temporary part-time position referenced above is eliminated effective March 5, 2026 as part of the District's operational restructuring.

Board Member

Board Member

Board Member

ATTEST:

Board Secretary

STATE OF SOUTH CAROLINA **COUNTY OF OCONEE**	**LEASE-PURCHASE AGREEMENT**

LEASE

THIS LEASE-PURCHASE AGREEMENT ("Agreement") is made by and between the Corinth Shiloh Fire Department, Inc., a 501(c)(3) corporation ("501(c)(3)"), and the Corinth-Shiloh Special Tax District for Fire Protection ("Tax District").

WHEREAS, the resident electors in the Corinth-Shiloh fire coverage area voted on November 5, 2024, to create a special tax district for fire protection; and,

WHEREAS, fire protection in the area was formerly provided on a volunteer basis by the 501(c)(3); and,

WHEREAS, the fire station facility located at 940 Old Clemson Highway in Oconee County is situated on approximately 1.2 acres owned by Clemson University and is subject to a long-term lease for fire protection purposes (TMS #226-00-03-002);

WHEREAS, there is a fire substation located on approximately 1.01 acres at 1346 Shiloh Road in Oconee County (TMS #256-00-04-007) titled to "Corinth Shiloh Volunteer Fire Department," a predecessor entity to the 501(c)(3); and,

WHEREAS, the two locations described above are herein referenced collectively as the "Property;" and,

WHEREAS, the structures and improvements on the Property are owned by the 501(c)(3), along with all vehicles and fire equipment, and the real property on which the substation is located (structures, improvements, supplies, equipment, and vehicles, along with the substation real property, all collectively "Premises" herein), which the 501(c)(3) now wishes to lease and ultimately convey to the Tax District for fire protection use and operations; and,

WHEREAS, in return, the Tax District wishes to lease and ultimately purchase the Premises, for used for fire protection purposes, including, but not limited to: training; stationing of fire personnel on site; storage of fire protection supplies, vehicles, equipment, and apparatus; legal fund-raising; and recreation; and,

NOW, THEREFORE, for and in consideration of the foregoing and the following mutual covenants and conditions herein, which are acknowledged by the parties to be satisfactory consideration supporting this Agreement, the 501(c)(3) hereby agrees to lease/sell the Premises to the Tax

District, which, in turn, agrees to rent/purchase the Premises according to the terms and conditions set forth herein.

WITNESSETH:

The parties adopt and incorporate the clauses above by reference as if fully set forth again herein.

1. **PREMISES**

The 501(c)(3) hereby lets and leases unto Tax District the Premises, consisting of the structures and improvements located on the Properties, along with all vehicles, fire equipment, and supplies, with the intent to ultimately convey the Premises to the Tax District at the end of the Term set forth herein.

Fire Engine: 2017 Sutphen Pumper VIN: 1s9a1bnd2h3003119
Fire Engine; 1998 Spartan/Quality Pumper: VIN: 4s7ht109xwc027310
Pickup Truck: 2018 Dodge Truck VIN: 1c6rr6fg6hs668655
Pickup Truck: 2017 Dodge Truck Vin: 1c6rr6fgjs168306
Pickup Truck: 2008 Ford Truck Vin: 1ftwx31y68ed98907
Sports Utility Vehicle: 2016 Chevrolet Suburban VIN: 1gnscgecxgr319902
Sports Utility Vehicle: 2015 Dodge Durango Vin: 1c4rdjfg1fc864441

All firefighter turnout gear, all hand tools, power tools, rescue tools, station computers, station furniture, including chair, table, desk, beds, lockers etc. station appliances including televisions, all portable and mobile radios, pagers and other communication devices, all kitchen appliances and other appliances, dishes, silverware etc., all uniforms and attire, all office supplies, and all intellectual property.

2. **TERM**

The term of the lease shall be from the ______ day of _______________2026, for ten years or until the date on which the entire remaining balance of the total rent, as set out below in paragraph No. 3 has been paid, whichever occurs first.

3. **RENTAL RATE**

Tax District hereby covenants and agrees to pay to the 501(c)(3), as rent for the Premises and all equipment, supplies and vehicles, the total amount of $48,000 annually for 10 years. The initial amount of monthly rental shall be the sum of $4000 per month. Tax District may prepay the rent at any time and in any amount, at which time the amount of monthly rent due shall be re-computed on the remaining principal balance. Said monthly payments shall begin on the ____day of ________________, 2026, and continue on the _______ day of each month thereafter during the term hereof. Upon complete payment of the balance of the total rent at any time, the 501(c)(3) shall convey the Premises and all equipment, supplies, and vehicles, to the Tax District by bill of sale or other instrument(s) necessary to transfer ownership, with no further payment of funds by the Tax District, this Agreement shall be terminated at that time, and all responsibilities set forth herein shall be deemed completed. The Tax District will remit rent and any prepayments to the bank holding the 501(c)(3) mortgage directly.

4. **INSURANCE**

The 501(c)(3) and the Tax District are not a joint enterprise of any nature, but are instead two completely separate entities. Accordingly, each agrees to maintain insurance appropriate to their individual role in this Agreement.

As lessor, the 501(c)(3) shall maintain during the term of the Agreement sufficient to provide for replacement costs of the structures and improvements.

As lessee, the Tax District shall insure all leased structures, improvements, supplies, materials, equipment, and vehicles. The Tax District shall maintain insurance covering any damage to or injury or damage caused by or to equipment, vehicles, or materials it owns or leases.

The Tax District shall maintain in force at all times during the Agreement workers' compensation insurance covering any injury to its own personnel. Volunteers are to be covered by Oconee County with respect to workers' compensation coverage.

As the party in control of the Premises and activities involving the Premises, the Tax District must either maintain in force at all times or show that another entity legally maintains in force at all times liability insurance covering bodily injury, death, and property damage for both personnel and invitees.

5. **DAMAGES, MAINTENANCE, IMPROVEMENTS, CHANGES, AND REPAIRS**

The Tax District shall make best efforts not to damage the Premises, normal wear and tear excepted. Repairs shall be the responsibility of the Tax District. The Tax District shall keep the Premises in good condition, working order, and repair, and shall perform all necessary maintenance and housekeeping, both routine and otherwise. The Tax District also retains the right to modify, improve, change, and/or add to the properties, vehicles, and equipment as it deems necessary.

If the Premises, in whole or in part, are damaged by fire or other casualty, whether manmade, natural, or otherwise, any insurance funds collected by the 501(c)(3) in the event of damage or loss shall be immediately turned over to the Tax District to replace or repair any loss. The Tax District will be responsible for any additional incurred fees above what funds are recovered by insurance to commence restoration of said Premises, vehicles and or equipment, and thereafter shall diligently complete such restoration/replacement. The Tax District shall also apply any funds received by any insurance claim to the repair, replacement of any property, premises, apparatus, equipment. Such repairs shall substantially restore the condition of the Premises, vehicles, and/or equipment prior to the casualty. No abatement of rent shall be allowed during the time and/or to the extent the Premises are unfit for use as a result of such damages. However, should the damage to the Premises be so complete that the Tax District determines that it is in the public benefit and best interests to relocate to another site, it may notify the 501(c)(3) of its intent to terminate the Agreement. At such time, payment of rent shall cease, the 501(c)(3) shall retain all previously remitted rent, and the Tax District shall have no further right or obligation to purchase the Premises. In such event, the parties agree to negotiate in good faith over use and ownership of any undamaged vehicles and/or equipment. At the time the mortgage is paid off, the 501c3 will have 30 days to sign over all deeds, titles and any other documents that transfer ownership to the Tax District.

6. RETURN OF POSSESSION

At the termination of the lease prior to the end of the term herein or upon termination of the Tax District's right of possession, whichever may first occur, the Tax District shall surrender possession of the Premises and any keys therefore to the 501(c)(3). In such event, Tax District shall return said property and all additions, changes, alterations, improvements, and fixtures in at least as good an order and condition as when received except for ordinary wear and tear. All permanent additions, changes, alterations, improvements, and fixtures related to Premises, whether installed by the Tax District or the 501(c)(3), shall be the 501(c)(3)'s property and shall remain with same, all without compensation, allowance, or credit to the Tax District.

All property not removed from the premises or retaken form storage by the Tax District within 30 days after the end of the term, or termination of the Tax District's right to possession, whichever shall first occur, shall, at the 501(c)(3)'s option, be conclusively deemed to have been conveyed by the Tax District to the 501(c)(3) as by bill of sale without further payment or credit by the 501(c)(3) to the Tax District.

7. WAIVER

No provision of this Agreement will be deemed waived by either party unless expressly waived in a writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party.

8. DEFAULT

The occurrence of any one or more of the following events shall constitute a "default" by the Tax District, which, if not cured within any applicable time permitted for cure below, shall give rise to the 501(c)(3)'s remedies set forth herein:

a. Failure of the Tax District to make, when due, any payment of rent, unless such failure is cured within 10 days after written notice thereof by the 501(c)(3) to Tax District;

b. Failure by the Tax District to observe or perform any of the terms or conditions of this Agreement to by observed or performed by the Tax District other than the payment of rent, or as provided below, unless such failure is cured within 10 days after written notice thereof by the 501(c)(3) to Tax District sufficiently describing such failure to enable the Tax District to determine an appropriate cure; or,

c. Abandonment of the property.

9. REMEDIES OF 501(C)(3)

If a default occurs and is not cured within any applicable time permitted under paragraph No. 17 above, the 501(c)(3) shall have all of the rights and remedies allowed by law, including the right, without notice, to terminate this Agreement, to enter the Tax District's premises or other real property and dispossess Tax District and their legal representatives or other persons in possession of the Premises by summary proceedings or otherwise and remove their effects and possess the property as if this Agreement had not been made.

10. 501(C)(3)'S DEFAULT

If the 501(c)(3) fails to perform any term or condition under this Agreement required to be performed, the 501(c)(3) shall not be deemed to be in default hereunder nor subject to any claims for damages of any kind, unless such failure shall have continued for a period of 10 days after written notice thereof by the 501(c)(3) sufficiently describing such failure to enable the 501(c)(3) to determine an appropriate cure. If the 501(c)(3) were to dissolve as a nonprofit, all property, equipment, vehicles etc. of the 501(C)(3) shall remain in the possession of the Tax District, and ultimately become the property of the Tax District upon completion of the payments required herein.

11. **SEVERABILITY AND APPLICABLE LEGAL JURISDICTION**

If any provision of this Agreement shall be found invalid, void, illegal, or unenforceable with respect to any particular person by a court of competent jurisdiction, it shall in no way affect, impair, or invalidate any other provisions hereof, or its enforceability with respect to any other person, the parties hereto agreeing that they would have entered into the remaining portion of this Agreement notwithstanding the omission of the portion or portions adjudged invalid, void, illegal, or unenforceable.

Any disputes or claims related to this Agreement are to be governed by the law of the State of South Carolina, and if a suit is filed, it must be filed in a court of competent jurisdiction within the South Carolina courts located in Oconee County.

12. USE, DEPLETION, AND REPLACEMENT OF EQUIPMENT, VEHICLES, SUPPLIES

During the term of the Agreement, and given the nature of fire protection activities, the parties agree that it is likely that supplies and materials shall be used and depleted, and it is possible that vehicles and equipment may be damaged or may reach the end of their useful or expected lives. The parties agree that materials and supplies may be used in the course of fire protection activities without consequence. The Tax District shall insure equipment and vehicles pursuant to the provisions of this Agreement, and shall be solely responsible for the purchase or lease of replacement equipment and vehicles for its fire protection use

13. **PARTIES AFFECTED**

Each of the covenants and obligations of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, transferees, and assigns.

14. **QUIET ENJOYMENT**

The 501(c)(3) covenants that upon the Tax District's timely payment of the rent and performance of the terms, covenants, and conditions herein, the Tax District shall peaceably and quietly have, hold, and enjoy and use the above-described Premises during the term of this Agreement.

15. ENTIRE AGREEMENT

This Agreement contains all terms, conditions, promises, and representations between the parties. No prior or contemporaneous agreement or understanding shall be of any force or effect, unless a written agreement specifically referring to and modifying this Agreement is signed by both parties.

16. EFFECTIVE DATE OF AGREEMENT

This Agreement is effective immediately upon the affixing of the final required signature hereto.

[Signatures on following page.]

WITNESS the signatures of the parties hereto on the dates noted below:

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. ALL PARTIES SHOULD SEEK LEGAL ADVICE IF ANY OF THE TERMS ARE NOT UNDERSTOOD. BY SIGNING THIS AGREEMENT, ALL PARTIES ARE REPRESENTING THAT THEY UNDERSTAND THE AGREEMENT'S TERMS AND THEIR RESPONSIBILITIES THEREUNDER; THAT THEY HAVE RECEIVED A COPY OF THIS DOCUMENT; THAT THEY HAVE HAD THE OPPORTUNITY TO READ THE DOCUMENT AND TO SEEK LEGAL ADVICE SHOULD THEY SO DESIRE; THAT EACH SIGNATORY IS LEGALLY AUTHORIZED TO SIGN THE AGREEMENT; AND, THAT THEY INTEND TO BE BOUND BY THE PROVISIONS AND TERMS OF THIS AGREEMENT.

FOR THE CORINTH SHILOH FIRE DEPARTMENT, INC., A 501(C)(3) CORPORATION:

Signature: ______________________________

Title: ______________________________

Date: ______________________________

Witness: ______________________________

FOR THE CORINTH-SHILOH SPECIAL TAX DISTRICT FOR FIRE PROTECTION:

Signature: ______________________________

Title: ______________________________

Date: ______________________________

Witness: ______________________________