



PUBLIC COMMENT

SIGN IN SHEET

Tuesday, February 19, 2013

6:00 PM

Limited to forty [40] minutes, four [4] minutes per person.

Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker. As stated above, each speaker is restricted to a maximum of four [4] minutes.

Citizens with comments related to a specific action agenda item will be called first.

If time permits additional citizens may be permitted to speak on a non-agenda items [at the discretion of the Chair].

PRINT Information Below

	FULL NAME	AGENDA ITEM FOR DISCUSSION	NON-AGENDA ITEMS
1	Justin Carnelius	Broadband	
2	Benny Nichols	sewer / fees	
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Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group.

Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county.

All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

NOTE: Non Agenda Item matters can be addressed except for those which, due to law or proper protocol, would be inappropriate for public meetings of Council, such as, but not limited to, partisan political activity and/or comments.

Council may make closing comments directly following the public & extended public comment sessions if time permits.



Providing Quality Services To Local Governments Since 1965.

Appalachian Council of Governments Services to Oconee County, FY 2013

Return on Investment

Oconee County's annual investment in the Appalachian COG is \$ 27,951. The projected return on that investment to Oconee County in FY 2013 is \$ 4,345,132, representing a return on investment ratio of \$ 155 to \$ 1.

Components of Funding through ACOG to Oconee County

\$ 1,840,000	Rural Transportation System Improvement Funds ¹
500,000	Federal Direct Grants ²
\$29,600	Workforce Training ³
320,000	ACOG Small Business and Entrepreneurial Loan Program ⁴
512,000	Private Capital Resulting from Loans ⁴
293,542	Services to Seniors ⁵
50,000	Transit ⁶
\$ 4,345,142	Total⁷

Notes:

1. Funds applied to construction of the Sheep Farm Road project. A total of \$ 10.5 million has been programmed for that project, commencing in FY 2011 and running through FY 2013.
2. \$ 500,000 in Appalachian Regional Commission (ARC) funds for the Oconee County Highway 11 Sewer Line Project.
3. Funds provide training for workers needing skills to adapt to changing technological needs, training for displaced workers, resources for incumbent worker and apprenticeship training, as well as training for out of school youth.
4. Funding supports local, small, entrepreneurial, and expanding businesses. In addition to the capital investment, these loans supported the creation of 12 new jobs in Oconee County.
5. Funds provide meals (34,790 served), shelter, medical services, home health care, and transportation. They reduce the demand on County resources for addressing the needs of a growing and increasingly significant segment of the population.
6. Funds utilized for the purchase of a van for the Oconee County Disabilities and Special Needs Board.
7. The Total figure includes funding that is anticipated through the end of FY 2013.

PO Box 6668 : Greenville, SC 29606

864.242.9733 : Fax 864.242.6957 : www.sccog.org

Additional Services to Oconee County in FY 2013

- **Pending Grants**
 - Oconee County Sewer South Project - \$ 500,000 ARC
 - City of Walhalla Downtown Improvements Project - \$ 500,000 ARC
 - Town of West Union Community Center/Farmers Market - \$ 500,000 ARC
- **Grants administration. Continued the administration of the following grants;**
 - City of Seneca – Utica Mill Village Phase IV Sewer Improvement Project (\$ 500,000 CDBG)
 - City of Walhalla – Chicopee Mills Infrastructure Upgrade Project (\$ 500,000 CDBG)
 - Town of Westminster – Northern Loop Water Line (\$ 500,000 ARC)
 - Town of West Union – Old School Site Re-development Project (\$ 110,000 CDBG)
- **Information Technology Support, including**
 - GIS system support and maintenance,
 - ESRI software license management,
 - SQL server backups
 - Improved access to GIS data via internal and external web applications.
- **InfoMentum. This is a geographic and statistical data management system that is utilized by the Oconee Economic Development Department and the Upstate Alliance to provide information required by industrial and business prospects who are considering investment decisions in the County.**
- **Upstate Alliance Property Navigator. This web-based tool increases the on-line visibility of Oconee County, providing innovative interactive analysis tools and delivering more current, complete, and easily-retrieved information. Companies and site location consultants considering the area will have greater access to more in-depth information, giving Oconee County a competitive advantage for economic development.**
- **Technical support, custom research, mapping and training to the Oconee County Economic Development Commission to support industrial recruitment efforts.**
- **Senior services benefits counseling. Provide information on resources available to seniors.**
- **Plan-A-Biz. This is an on-line decision support system for small businesses that provides critical marketing information.**
- **Regional Comprehensive Economic Development Strategy update. This ensures that projects in Oconee County remain eligible to receive federal Economic Development Administration and Appalachian Regional Commission grant funds.**
- **Board and commission training. ACOG provides a state mandated planning education program for board members and compliance staff for municipalities throughout the County.**
- **Staff training. ACOG provides supervisory and customer service training to employees from the County, municipalities across the County, and special purpose districts.**

- Local government support. ACOG provides general governmental and planning assistance to Oconee County, as well as the municipalities of Salem, Seneca, Walhalla, Westminster, and West Union.
- Responded to 70 requests for information about Oconee County. These requests come from all over the world. Many are from firms considering investments in the County.

Coming Up In FY 2014

- Update of Rural System Transportation Improvement Program. Since FY 1998, this program has provided \$ 29.6 million for road improvement projects in Oconee County.
- Continuation of grant programs. Over the past five years, ACOG has helped local governments in the County secure \$ 1,767,600 in federal grant funds.
- Expansion of the small business lending program to provide additional resources for existing and new businesses.
- Enhancement of the InfoMentum support tool for economic development.
- Expansion of Aging Services in the County.
- On-going services to local governments.
- On-going state mandated planning education.

Photo ID

Photo ID **Now** Required
for Voting in Person

January 2013

V1.0

Photo ID

- State law for showing ID at the polling place changed on January 1, 2013
- State law now requires voters to show 1 of 5 photo IDs to vote in person
- Photo ID is not required to vote absentee by mail
- Reasonable Impediment

IDs Previously Required to Vote

Under the old rules, voters had to show one of three IDs to vote:

- S.C. Driver's License
- S.C. ID Card Issued by DMV
- S.C. Voter Registration Card

New List of Qualifying Photo IDs

- S.C. Driver's License
- S.C. ID Card issued by DMV
- S.C. Voter Registration Card **with photo**
- Military ID issued by the Federal Government
- U.S. Passport

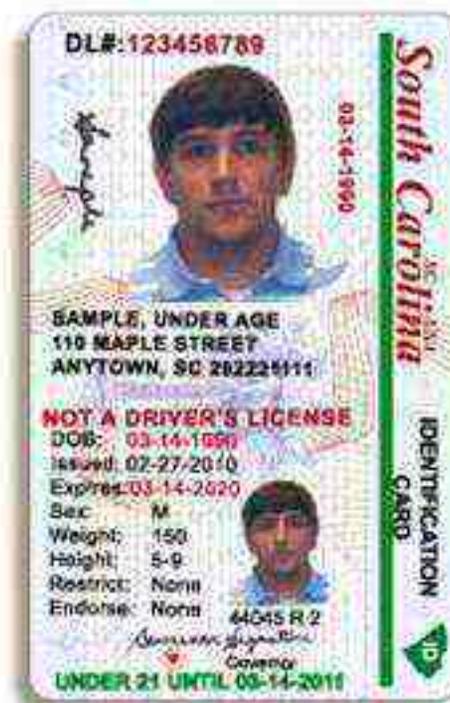
Photo ID

- The ID must be valid (in effect or not suspended) and current (not expired).
- The purpose of the ID is to confirm that the person representing himself to vote is the elector on the poll list.
- The address on the ID does not have to match the address where registered (if the ID is otherwise valid).

South Carolina Driver's License



SC ID Card Issued by DMV



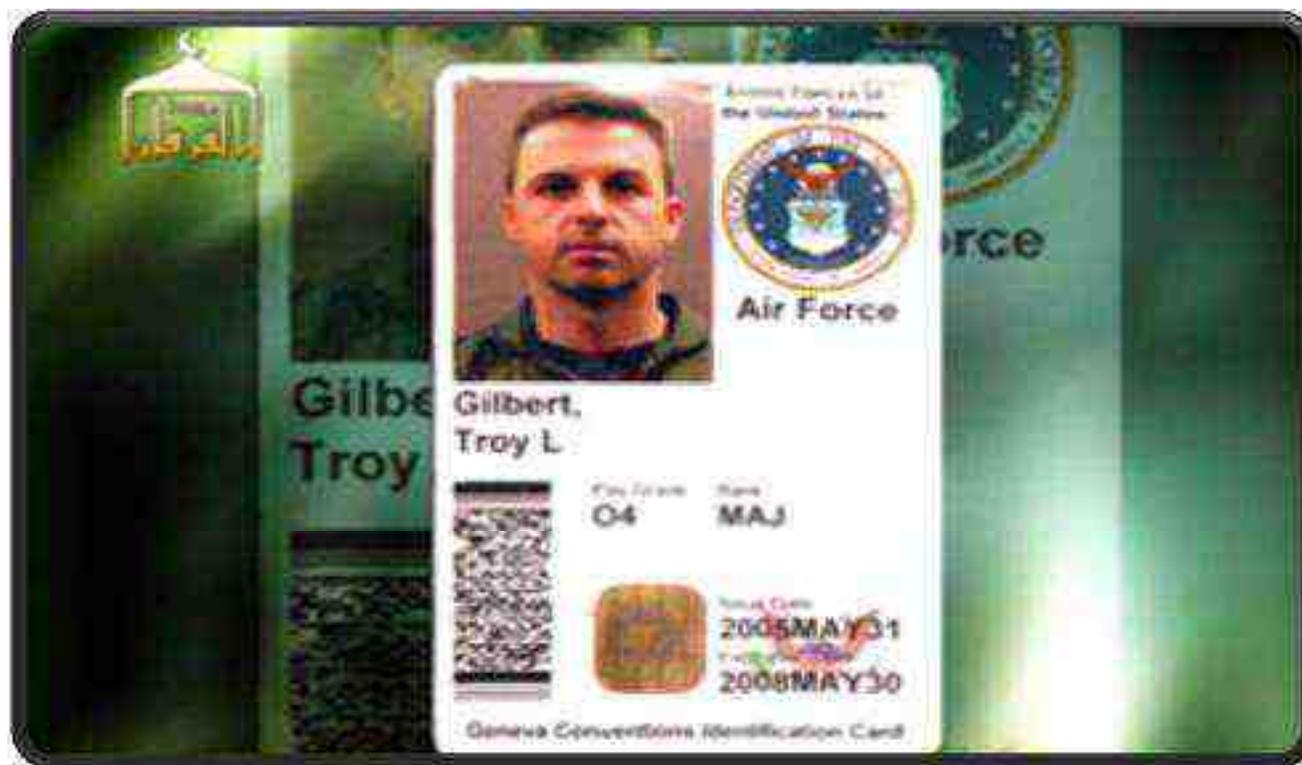
U.S. Passport



Passport Card



Military ID issued by the Federal Government



Military ID issued by the Federal Government



Military ID



If you already have one of the qualifying Photo IDs

- You are ready to vote
- You do not need to obtain a voter registration card with a photo
- Remember to bring one of the photo IDs to your polling place. This also applies to in-person absentee voting

Types of Voter Registration Cards

- 3 types of voter registration cards
 - Paper card without photo (Current card)
 - Paper card with photo
 - Plastic card with photo

Paper card without photo

Please check this card for accuracy. For any questions, call your Voter Registration office. You must present your voter registration notification, a valid South Carolina License or a photo I.D. that has been issued by the Department of Public Safety when you go to vote. You may request a duplicate notification card from your local Voter Registration Office if your original is lost or stolen.

If you move within this county, follow directions on back of notification card. If you move to another county, you must register in your new county of residence.

Congressional District	County	City	Ward

Your current election districts are shown above and your polling place is shown to the right. After receiving your registration notification card, save this portion for reference.

STATE OF S.C. VOTER REGISTRATION NOTIFICATION

COUNTY: _____ PRECINCT: _____

REG. NO: _____ REG. DATE: _____

SIGNATURE OF ELECTOR: _____

FOLD HERE

SEX: _____ RACE: _____ DOB: _____

VOTE AT: _____

COUNTY STATE ELECTION OFFICIAL

Paper VR Card with Photo

You are now registered to vote in the state of South Carolina. Your official notification of registration is attached. To vote at your polling place, you must present one of the following types of photo identification:

- * S.C. Driver's License
- * ID Card issued by S.C. Department of Motor Vehicles
- * S.C. Voter Registration Card with Photo
- * Federal Military ID
- * U.S. Passport

COUNTY: AIKEN
 PRECINCT: Carolina Hts 10
 REG NO: 034096578 REG DATE: 3/1/2010
 Darich Yolanda S
 1036 Todd Ave
 North Augusta, SC 29841

Comp	Senate	House	County Council	School
02	24	004	04	03

This stub along with the attached notification may be used as a
VOTER REGISTRATION CARD with PHOTO
 To use as a photo ID, DO NOT DETACH STUB.



SIGNATURE OF ELECTOR
 FOLD HERE
 SEX: Female RACE: Black/AA DOB: 3/5/1978

VOTE AT
 American Legion Post 232
 6070 Broadcast Drive
 COUNTY / STATE ELECTION OFFICIAL

Plastic VR Card with Photo (front)

S.C. Voter Registration Notification

COUNTY: AIKEN

Yolanda Dortch

REG. NO: 024096578

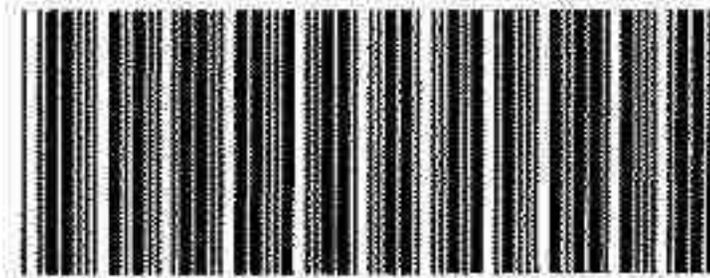
REG. DATE: 02/01/2010



EVERY VOTE MATTERS.
EVERY VOTE COUNTS.

Plastic VR Card with Photo (back)

Signature of Voter



470211945

Duplicate Voter Registration Cards

- Voters may request duplicate voter registration cards at anytime from their county voter registration office
- If you have a photograph on file, you may request any of the three types of voter registration cards.
- If you do not have a photograph on file, you can only request the paper voter registration card without a photograph

No Change in Voter Registration Requirements

- a current valid photo ID, or
- a copy of a current utility bill, bank statement, paycheck or other government document that shows your name and address in the county in which they are registering

Registration by mail, fax, email

- Will receive paper voter registration card without a photo by mail. This serves as the notification of registration, and alone, will not allow you to vote
- Must provide one of five qualifying photo IDs to vote
- If necessary, must go to county voter registration office to get photo voter registration card

Online Voter Registration

- Voters with a Driver's License or DMV-issued ID card can now register online at scVOTES.org.
- Voters will be sent a paper voter registration card without a photo in the mail

Registering In Person

- Must register in person at the county voter registration office and submit a registration application.
- Have the option of obtaining a photo voter registration card.
- A voter who chooses not to obtain a photo registration card must have one of the other four types of ID to vote.

Voting in Person

- Majority of voters vote with a Driver's License and won't notice a change
- If you previously voted with your paper voter registration card without a photo, you need to bring a qualifying photo ID
- If you don't have a qualifying photo ID, you should get one before going to the polls to vote

Reasonable Impediment

A voter who has a reasonable impediment to obtaining one of the qualifying photo IDs may cast a provisional ballot after:

- Providing a paper voter registration card without a photograph, and
- Signing an affidavit attesting to voter's identity and impediment.

What is a reasonable impediment?

- According to the Attorney General, a reasonable impediment is any valid reason, beyond the voter's control, which created an obstacle to the voter obtaining the necessary Photo ID in order to vote.

What is a reasonable impediment?

- Voter may claim any obstacle he finds reasonable, as long as it is true.
- Only the voter determines what is reasonable.
- Poll Managers and other election officials do not determine the reasonableness of the claimed impediment.

Examples of Reasonable Impediments

- Religious objection to being photographed
- Lack of transportation
- Disability or Illness
- Lack of birth certificate
- Work Schedule
- Family responsibilities
- Other reasonable impediment (protected)
- Other reasonable impediment (must list)

Reasonable Impediment

- Ballot will count unless county election commission has grounds to believe affidavit is false
- Election commission would have to have proof that either:
 - Voter lied about his identity, or
 - Voter lied about having a reasonable impediment

Provisional Ballot Envelope

PRECINCT NAME _____		
NEEDS TO BE FILLED IN (REQUIRED)		
LAST NAME	FIRST NAME	MIDDLE NAME
REGISTERED VOTER ID NUMBER	BIRTH DATE MM/DD/YYYY	PHOTO ID NUMBER
ADDRESS OF RESIDENCE		
Street	City	SC Zip
<input type="checkbox"/> CHECK ALL THAT APPLY <input type="checkbox"/> FAILSAFE (Complete change of address) <input type="checkbox"/> NOT QUALIFIED VOTER <input type="checkbox"/> INCORRECT COUNTY/PRECINCT/DISTRICT <input type="checkbox"/> NO VALID PHOTO ID <input type="checkbox"/> PHOTO DOES NOT MATCH <input type="checkbox"/> REASONABLE IMPEDIMENT TO OBTAINING PHOTO TO BE PLACED ON ENVELOPE <input type="checkbox"/> OTHER DESCRIBE REASON _____ _____ _____		
NAME OF EMPLOYER _____		
LAST NAME	FIRST NAME	SUPPLEMENTAL
ADDRESS OF EMPLOYER		
Street	City	State
Change of Address: REQUIRED IF FAILSAFE VOTER'S NEW ADDRESS: Street _____ City _____ SC Zip _____ VOTER'S NEW MAIL ADDRESS (different from above): Street _____ City _____ SC Zip _____ I declare I warrant that the address provided above is my voter legal residence for voting purposes. Signature of Voter _____		



I swear (or affirm) under penalty of perjury that I am the same person who appeared at this polling place and cast this provisional ballot on Election Day.

I suffer from the following reasonable impediment that prevented me from obtaining one of the required photo IDs (check one):

- Religious objection to being photographed
- Lack of transportation
- Disability or illness
- Lack of birth certificate
- Work schedule
- Family responsibilities
- Other reasonable impediment (disclosure protected by state or federal law)
- Other reasonable impediment (must list impediment):

Signature of Voter

Signature of Poll Manager or Notary

Date

Commission Expiration Date

Reasonable Impediment Affidavit

- Voter must sign the affidavit
- Poll Manager or Notary must also sign
 - Notary may not charge for notarizing the affidavit
 - Notary may not require photo ID to notarize the affidavit
 - Notary may not screen voters or evaluate voter capacity

If you do not have a reasonable impediment

- If you do NOT have a reasonable impediment and don't have a qualifying photo ID, you may still vote a provisional ballot at the polls.
- However, for your vote to count, you must provide one of the qualifying IDs to the county election commission prior to certification of the election (usually Thursday or Friday after the election).

Notice of Provisional Ballot Hearing



Notice of Hearing on Provisional Ballots



THE COUNTY BOARD OF CANVASSERS WILL HOLD A HEARING TO DETERMINE THE VALIDITY OF YOUR PROVISIONAL BALLOT.

If you are the challenged voter:

- ★ You are entitled to be present at this hearing.
- ★ You are entitled to be represented by legal counsel and to present evidence.
- ★ If you did not provide photo ID because you suffer from a reasonable impediment and you completed the affidavit, your vote will count unless the election commission has grounds to believe your affidavit is false.
- ★ If you did not provide photo ID, and do not suffer from a reasonable impediment, you must provide ID to the election commission no later than the time of the provisional ballot hearing for your vote to count.

If you are the challenger:

- ★ You may be present at the hearing and present evidence.
- ★ Prior to the hearing, you may present written evidence to the county election commission.
- ★ If you do none of these to support the challenge, the ballot will be counted.

The provisional ballot hearing will be held:

DATE	TIME
LOCATION	
ADDRESS	
CITY	SOUTH CAROLINA

Check the status of your provisional ballot:

- ★ At SCVotes.org, click on "Voters", then "Check Your Provisional Ballot"
- ★ Or call the State Election Commission toll-free at 1-866-200-6110.

This notice was issued as required by section 7-13-110 of the 1976 South Carolina Code of Laws.

[scVOTES.org](http://scvotes.org)

EVERY VOTE MATTERS. EVERY VOTE COUNTS.

scVOTES.org

- Photo ID Information Page
- Copies of this PowerPoint
- Download Posters & Handouts
 - Printed posters and handouts available from county elections office
- Updated Poll Manager's Handbook
- Copies of photo ID law and U.S. District Court Opinion

Questions



PUBLIC HEARING
SIGN IN SHEET
Oconee County Council Meeting
DATE: February 19, 2013
6:00 p.m.

Ordinance 2012-35 "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO"
[Lay Mill Rezoning Request]

Ordinance 2012-36 [Ordinance Caption same as 2012-35] *[Gladys Circle Rezoning Request]*

Ordinance 2013-04 "AUTHORIZING THE ISSUANCE AND SALE BY OCONEE COUNTY, SOUTH CAROLINA, OF ITS NOT EXCEEDING \$2,600,000 GENERAL OBLIGATION BONDS, CONSISTING OF GENERAL OBLIGATION BONDS, SERIES 2013A AND GENERAL OBLIGATION BONDS, TAXABLE SERIES 2013B, FIXING THE FORM AND CERTAIN DETAILS OF THE BONDS; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL AND COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AMENDING ORDINANCE NO. 2012-29 AND OTHER MATTERS RELATING THERETO."
[Echo Hills, Phase I Development Bond]

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group.

Racial slurs will not be permitted.

Council's number one priority is to conduct business for the citizens of this county.

All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

SIGN IN SHEET - NEXT PAGE

Paul D. Linnance 

PRINT Your Name & Check Ordinance[s] You Wish to Address

	Ordinance #	2012-35	2012-36	2013-04
1.	Susan Carmelina		✓	✓
2.	Russell Wormald		✓	
3.	Terri Peckin		✓	
4.	John S. Craig	✓		
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**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: February 19, 2012

COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Third & Final Reading of Ordinance 2012-35 AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO

BACKGROUND DESCRIPTION:

The proposed ordinance, 2012-35 (Lay Mill Rd), was petitioned for 8 parcels. Council took first reading of this ordinance in title only on December 18, 2012 and forwarded the Ordinance to the Planning Commission for their required review/recommendation. Council took second reading of this ordinance on January 22, 2013.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

- 1] Since Second Reading the Community Development Department was informed that a portion of one of the requesting parcels has been split and sold. Upon receipt of the adjacent property owner notification, the new owner has requested that this parcel be removed from consideration as referenced in Appendix B.
- 2] Parcel 095-00-01-006 was included on the proposed zoning map but was inadvertently omitted from the draft ordinance that was presented to Council at Second Reading.
- 3] Parcel 107-00-02-015 was requested to be added to the by an adjacent property after the proper notification was mailed.

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by : _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : _____ Grants

ATTACHMENTS

Maps of rezoning proposal as submitted, and the request's location on the Future Land Use Map.

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council

- [1] take action on Appendix A or Appendix B;
- [2] amend Ordinance 2012-35 to include parcel 095-00-01-006 and 107-00-02-015;
- [3] take Third and Final Reading of Ordinance 2012-35 as amended.

Submitted or Prepared By:

Approved for Submittal to Council:

Department Head/Elected Official


T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2012-35**

AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council"), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the "Act"), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended (the "Code") to adopt zoning regulations and districts; and,

WHEREAS, Oconee County Council has heretofore, finally codified at Chapter 38 of the Oconee Code of Ordinances (the "Oconee County Code"), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

WHEREAS, subsequent to the adoption of Chapter 38 of the Oconee Code of Ordinances, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

WHEREAS, in accordance with the Act and Chapter 38, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment's compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled that:

1. Chapter 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:

A. The following parcels, listed below, previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Traditional Rural District (TRD), and shown as such on the Official Zoning Map in the manner depicted in **Appendix _____** of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.

Parcel (Tax Identification Number) as Referenced in **Appendix _____**

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2013.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
 Joel Thrift, Chairman, County Council
 Oconee County, South Carolina

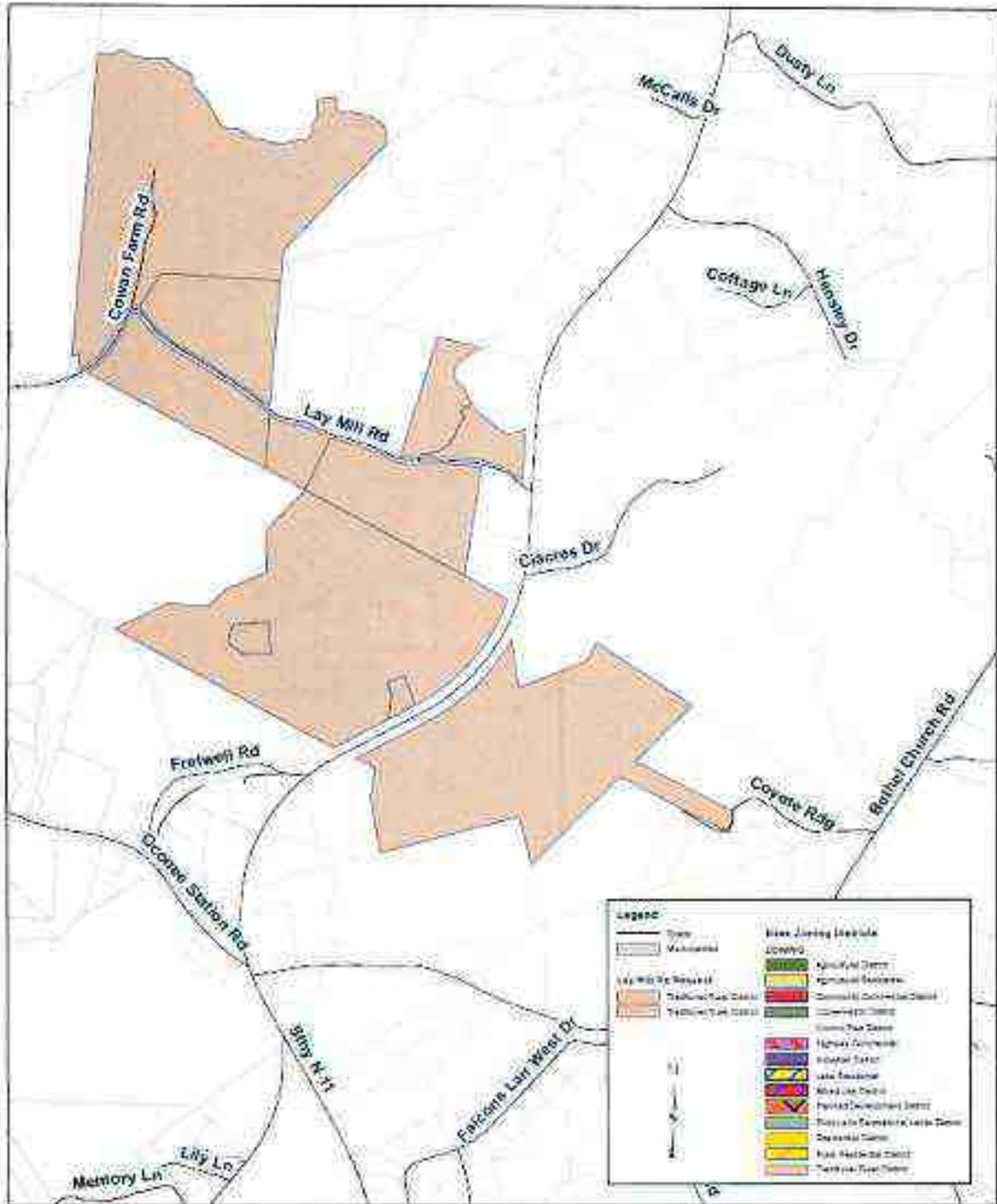
ATTEST:

By: _____
 Elizabeth G. Hulse, Clerk to County Council
 Oconee County, South Carolina

First Reading: December 18, 2012
 Second Reading: January 22, 2013
 Public Hearing: February 19, 2013
 Third Reading: February 19, 2013

APPENDIX A

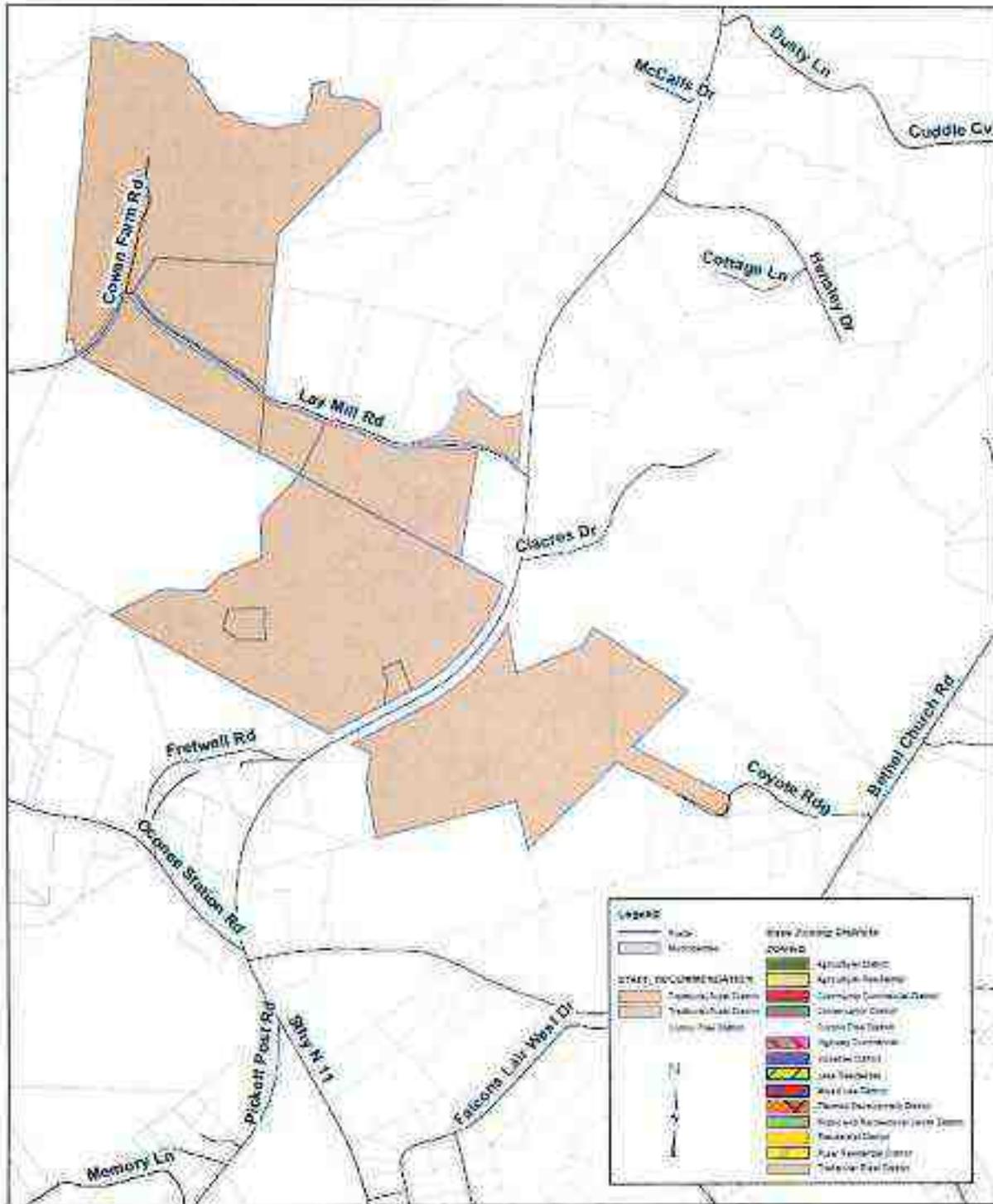
Proposed Ordinance 2012-35 Lay Mill Rd Request



095-00-01-014	095-00-01-070	095-00-01-058	107-00-02-015
095-00-01-043	095-00-01-044	095-00-01-006	
095-00-01-058	095-00-01-073	095-00-01-074	

Appendix B

Proposed Ordinance 2012-35 Lay Mill Rd Request



095-00-01-014	095-00-01-070	095-00-01-068
095-00-01-043	095-00-01-044	095-00-01-006
095-00-01-058	095-00-01-073	107-00-02-015

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2012-36**

AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council"), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the "Act"), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended (the "Code") to adopt zoning regulations and districts; and,

WHEREAS, Oconee County Council has heretofore, finally codified at Chapter 38 of the Oconee Code of Ordinances (the "Oconee County Code"), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

WHEREAS, subsequent to the adoption of Chapter 38 of the Oconee Code of Ordinances, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

WHEREAS, in accordance with the Act and Chapter 38, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment's compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled that:

1. Chapter 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:
 - A. The following parcels, listed below, previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Lake Residential

District (LRD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

334-03-01-049	334-03-01-064	334-03-01-084	334-03-02-007
334-03-01-052	334-03-01-065	334-03-01-085	334-03-02-008
334-03-01-053	334-03-01-066	334-03-01-086	334-03-02-011
334-03-01-054	334-03-01-067	334-03-01-087	334-03-02-012
334-03-01-055	334-03-01-068	334-03-01-097	334-03-02-013
334-03-01-056	334-03-01-113	334-03-01-098	334-03-02-014
334-03-01-057	334-03-01-073	334-03-01-099	334-03-02-016
334-03-01-058	334-03-01-074	334-03-01-106	334-03-01-070
334-03-01-059	334-03-01-075	334-03-01-107	334-03-01-115
334-03-01-060	334-03-01-076	334-03-01-109	334-03-01-116
334-03-01-062	334-03-01-081	334-03-02-001	334-03-01-094
334-03-01-063	334-03-01-082	334-03-02-005	

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this 19th day of February, 2013.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
 Joel Thrift, Chairman, County Council
 Oconee County, South Carolina

ATTEST:

By: _____
 Elizabeth G. Hulse, Clerk to County Council
 Oconee County, South Carolina

First Reading: December 18, 2012
 Second Reading: January 22, 2013
 Public Hearing: February 19, 2013
 Third Reading: February 19, 2013

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013-04

AUTHORIZING THE ISSUANCE AND SALE BY OCONEE COUNTY, SOUTH CAROLINA, OF ITS NOT EXCEEDING \$2,600,000 GENERAL OBLIGATION BONDS, CONSISTING OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES; FIXING THE FORM AND CERTAIN DETAILS OF THE BONDS; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL AND COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AMENDING ORDINANCE NO. 2012-29 AND OTHER MATTERS RELATING THERETO.

Enacted: February 19, 2013

BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall have, for all purposes of this Ordinance, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and vice versa. The term:

“Beneficial Owner” shall mean any purchaser who acquires beneficial ownership interest in an Initial Bond held by the Depository. In determining any Beneficial Owner the County the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the County, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any Bond held by the Depository or its Participants in which a beneficial ownership interest is claimed.

“Bondholders” or the term **“Holders”** or any similar term shall mean the registered owner or owners of any outstanding Bond or Bonds.

“Bonds” shall mean the General Obligation Bonds, with an appropriate series designation, of Oconee County, South Carolina, in the aggregate principal amount of not exceeding \$2,600,000 authorized to be issued in one or more series pursuant to Section 3 hereof.

“Book-Entry Form” or **“Book-Entry System”** shall mean with respect to the Bonds, a form or system, as applicable, under which (i) the ownership of beneficial interests in the Bonds may be transferred only through a book-entry and (ii) physical Bond certificates in fully-registered form are registered only in the name of the Depository or its nominees as Holder, with the physical Bond certificates “immobilized” in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the Bonds, when subject to the Book-Entry System.

“Books of Registry” shall mean the registration books maintained by the Registrar in accordance with Section 9 hereof.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Constitution” shall mean the Constitution of the State of South Carolina, 1895, as amended.

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

“County” shall mean Oconee County, South Carolina.

“County Bond Act” shall mean Title 4, Chapter 15, of the South Carolina Code.

“Depository” shall mean any securities Depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the Bonds, and to effect transfers of the Bonds, in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Government Obligations” shall mean, to the extent permitted by Section 6-5-10 of the South Carolina Code or any other authorization relating to the investment of funds of the County, any of the following: (1) cash; (2) United States Treasury Obligations – State and Local Government Series; (3) United States Treasury bills, notes, bonds or zero coupon treasury bonds all as traded on the open market; (4) direct obligations of the U.S. Treasury which have been stripped by the Treasury itself, including CATS TIGRS and similar securities; (5) obligations of any agencies or instrumentalities which are backed by the full faith and credit of the United States of America; (6) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; (7) obligations of the Federal National Mortgage Association; (8) (i) general obligations of the State or any of its political units; or (ii) revenue obligations of the State or its political units, if at the time of investment, the obligor has a long term, unenhanced, unsecured debt rating in one of the top two ratings categories, without regard to a refinement or gradation of rating category by numerical modifier or otherwise, issued by at least two nationally recognized credit rating agencies; or (9) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of the holder thereof.

“Initial Bonds” shall mean the Bonds initially issued in Book-Entry Form as provided in Section 6 hereof.

“Interest Payment Date” shall mean April 1 and October 1 of each year, or such other dates as determined by the Chairman of County Council and the County Administrator, commencing on the date as determined by the Chairman of County Council and the County Administrator.

“Letter of Representations” shall mean the Letter of Representations executed and delivered by the County to the Depository.

“Ordinance” shall mean this Ordinance.

“Participant” shall mean any bank, brokerage house or other financial institution for which, from time to time, the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

“Paying Agent” shall mean a bank or trust company or the Oconee County Treasurer appointed pursuant to this Ordinance.

“Record Date” shall have the meaning set forth in Section 10 hereof.

“Registrar” shall mean a bank or trust company or the Oconee County Treasurer appointed pursuant to this Ordinance.

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

“State” shall mean the State of South Carolina.

SECTION 2. Findings and Determinations. The County Council hereby finds and determines:

(a) Pursuant to Section 4-9-10 of the South Carolina Code, the County operates under the Council-Administrator form of government, and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to the County Bond Act, the governing bodies of the several counties of the State may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding their applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the South Carolina Code provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County established by the last completed assessment thereof is \$517,969,088. Eight percent of such sum is \$41,437,527. As of the date hereof, the outstanding general obligation debt of the County subject to the limitations imposed by Article X, Section 14(7)(a) of the Constitution is \$19,080,000, representing the outstanding principal balances of the following general obligation bonds of the County:

(i) \$5,300,000 original principal amount General Obligation Refunding Bonds, Series 2010, dated September 2, 2010, currently outstanding in the principal amount of \$3,245,000; and

(ii) \$17,000,000 original principal amount General Obligation Bonds, Series 2011, dated June 16, 2011, currently outstanding in the principal amount of \$15,835,000.

Thus, the County may incur not exceeding \$22,357,527 of general obligation debt within its applicable debt limitation.

(f) The proceeds derived from the sale of the Bonds shall be applied to: (i) defray all or a portion of the costs of design, acquisition, construction and installation, as applicable, of improvements and infrastructure serving the Echo Hills Commerce Park, including: approximately 300,000 square-foot building pad; approximately 50,000 square-foot building pad; roads, curbs, drainage and stormwater facilities; intersection improvements; internal utilities; and civil design and sitework relating to the foregoing (collectively, the "Project"); and (ii) the costs of issuance of the Bonds.

(g) Undertaking the Project will advance proper public purposes, and will benefit the County as a whole. The County's prior success in developing commercial and industrial sites within the County demonstrates that obtaining an inventory of commercial and industrial sites, and preparing those sites for capital investment by third parties, result in significant job creation and diversification of the tax base of the County. Since 2008, commercial and industrial prospects have committed to invest more than \$240,000,000 and create approximately 740 jobs in the County as a result of the County's economic development efforts. Further, since 2001, commercial and industrial prospects have committed to invest approximately \$21,000,000 and create approximately 275 jobs in the Oconee County Commerce Center which is located near the

intersection of S.C. Highway 11 and S.C. Highway 123. As a result, the Oconee County Commerce Center is now fully occupied, and additional sites to recruit commercial and industrial investment are needed.

The County has developed a strategy for targeting private capital investment which includes: (1) the recruitment of heavy manufacturing operations to the Golden Corner Industrial Park due to its proximity to U.S. Interstate 85; (2) the recruitment of operations that need access to large quantities of raw materials to the Propex Site due to convenient railroad access to that site; and (3) the recruitment of back-office, light industrial and corporate facilities to the Echo Hills Commerce Park, due to its central location in the County. Prospective industries have approached the County regarding making significant capital investments and creating significant numbers of jobs in the Echo Hills Commerce Park. A study of commuting patterns in Anderson County, Pickens County and the County based on the 2010 census prepared by the City of Clemson's Planning and Codes Administration Department indicates that in all except one of the County's census tracts, less than 50% of County residents commute out of the County for employment, and in most of the County's census tracts (8 out of 15) less than 25% of County residents commute out of the County for employment. The study's results support the view that jobs created by commercial and industrial prospects in the County will be staffed, to a substantial degree, by County residents.

Accordingly, the County hereby further determines that:

(i) The ultimate goals and benefits to the public intended by the Project are multiple, including, but not limited to: the inducement of significant capital investment in the County by commercial and industrial businesses, the creation of a significant number of jobs in the County by those commercial and industrial businesses, and, thereby, the enrichment of the quality of life for the citizens of the County;

(ii) The public will be the primary beneficiary of the Project. The significant capital investment and job creation to be facilitated by the Project will enhance the tax base of the County and will promote the development of trade and use of resources in the County. The Project will directly and beneficially affect employment and the economy of the County;

(iii) The benefits represented by the Project are not speculative. As demonstrated by the County's prior success in developing the Oconee County Commerce Center, the undertaking of the Project will, to a great degree of certainty, result in significant capital investment and job creation in the County by commercial and industrial businesses; and

(iv) The public interest of the County will be served to a substantial degree by undertaking the Project because the significant capital investment and job creation to be facilitated by the Project will enhance the tax base of the County and will promote the development of trade and use of resources in the County.

(h) The Project is necessary and in the best interest of the County. The issuance of the Bonds authorized by this Ordinance for such purposes is necessary and such Bonds will be issued for a corporate purpose and a public purpose of the County.

(i) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$2,600,000 aggregate principal amount general obligation bonds of the County to provide funds for the purposes set forth in Section 2(f) above.

SECTION 3. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued, not exceeding \$2,600,000 aggregate principal amount of general obligation bonds of the County (the "Series 2013 Bonds"), in one or more series, in the respective principal amount as determined by the Chairman of County Council and the County Administrator pursuant to Section 5 hereof and shall be issued to obtain funds for any of the purposes set forth in Section 2(f) above, including any engineering, architectural, accounting, financial and legal fees relating thereto and other incidental costs of issuing the Bonds.

The Series 2013 Bonds shall be issued in one or more series which shall be designated "\$_____ (principal amount issued) General Obligation Bonds, [Taxable] Series 2013__, of Oconee County, South Carolina".

The Series 2013 Bonds shall be issued as fully registered Bonds; shall be dated as of the date of their delivery or the first or the fifteenth day of month in which the Bonds are priced or delivered to the initial purchaser(s) thereof or such other date as determined by the Chairman of County Council and the County Administrator; shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the principal amount of the Bonds maturing in each year unless issued as a single Bond in the entire principal amount of the issue; shall bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) from their date payable on the Interest Payment Dates, at such rate or rates per annum as may be determined by the Chairman of County Council and the County Administrator at the time of the sale thereof; and shall mature serially in successive annual installments on April 1 of each year as determined by the Chairman of County Council and the County Administrator pursuant to Section 5 hereof.

SECTION 4. Redemption Provisions.

Unless otherwise determined by the Chairman of County Council and the County Administrator pursuant to Section 5 hereof, the Series 2013 Bonds maturing on or after April 1, 2023, shall be subject to redemption at the option of the County on or after April 1, 2022, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption. Pursuant to Section 5 hereof, the Chairman of County Council and the County Administrator may modify the redemption provisions set forth hereof and determine whether any of the Series 2013 Bonds are subject to mandatory sinking fund redemption.

If less than all the Series 2013 Bonds of any maturity are called for redemption, the Series 2013 Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event the Series 2013 Bonds or any portion thereof shall be called for redemption, notice of the redemption, describing the Series 2013 Bonds to be redeemed, specifying the redemption date and the redemption price payable on such redemption, shall be mailed by first-class mail, postage prepaid, to the registered owner thereof as shown on the registry books of the County kept by the Registrar not less than thirty (30) days and not more than sixty (60) days prior to the redemption date. If the Series 2013 Bonds or any portion thereof shall have been duly called for redemption and notice of the redemption mailed as aforesaid, and if on or before the date fixed for redemption, payment thereof shall be duly made or provided for, interest on the Series 2013 Bonds to be redeemed shall cease to accrue from and after the redemption date specified in such notice.

SECTION 5. Determination of Certain Matters Relating to the Series 2013 Bonds. The Chairman of County Council and the County Administrator are hereby authorized and empowered to: (a) determine

the original issue date of the respective Series 2013 Bonds; (b) determine whether any of the respective Series 2013 Bonds will be issued as term bonds and, if so, the principal amounts and maturity dates of the respective Series 2013 Bonds subject to mandatory sinking fund redemption; (c) determine the aggregate principal amounts of the respective Series 2013 Bonds and determine the respective portions of the costs of the Project to be financed with proceeds of the respective Series 2013 Bonds; (d) determine the maturity schedule and the principal amounts of each maturity of the respective Series 2013 Bonds; (e) modify the redemption provisions as set forth in Section 4 hereof; (f) adjust the principal amounts of each maturity of the respective Series 2013 Bonds as prescribed in the Notice of Sale; (g) determine the date and time of sale of the respective Series 2013 Bonds; (h) determine whether the respective Series 2013 Bonds will be issued as obligations the interest on which shall be exempt from federal income taxation; (i) approve the Registrar and Paying Agent as provided in Section 8 hereof; (j) determine the Interest Payment Dates, as well as the first Interest Payment Date and the Principal Payment Date, if different than as set forth herein; (k) negotiate and execute all other contracts which may be necessary in connection with the issuance of the respective Series 2013 Bonds; and (l) provide an appropriate series designation for the respective series of Series 2013 Bonds issued hereunder. The Council further authorizes and empowers the Chairman of County Council and the County Administrator to award the sale of the respective Series 2013 Bonds to the lowest bidder therefor in accordance with the terms of the respective Notices of Sale for the respective Series 2013 Bonds. After the sale of the respective Series 2013 Bonds, the Chairman of County Council and the County Administrator shall submit a written report to the County Council setting forth the results of the sale of the respective Series 2013 Bonds.

SECTION 6. Book-Entry Bonds. If requested by the initial purchaser of the Bonds, the Initial Bonds will be eligible securities for the purposes of the Book-Entry System of transfer maintained by the Depository, and transfers of beneficial ownership of the Initial Bonds shall be made only through the Depository and its participants in accordance with rules specified by the Depository. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds will be issued in fully-registered form, as a single Bond or one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of the Depository. When any principal of, premium, if any, or interest on the Initial Bonds becomes due, the County shall transmit or cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of the Depository as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of the Depository shall be considered to be the owner of the Initial Bonds so registered for all purposes of this Ordinance, including, without limitation, payments as aforesaid and receipt of notices. The Depository shall remit such payments to the Beneficial Owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to the Depository in accordance with the provisions of this Ordinance.

The Depository is expected to maintain records of the positions of Participants in the Initial Bonds, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners in the Initial Bonds. The County, the Paying Agent and the Registrar make no assurances that the Depository and its Participants will act in accordance with such rules or expectations on a timely basis, and the County, the Paying Agent and the Registrar shall have no responsibility for any such maintenance of records or transfer of payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

The County, the Paying Agent and the Registrar may treat the Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purpose of payment of the principal of, premium, if any, or interest on the Bonds, giving any notice permitted or required to be given to Bondholders under this Ordinance, registering the transfer of Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The County, the Paying Agent and the Registrar shall not have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through the Depository or any Participant, or any other person which is not shown on the Books of Registry of the County maintained by the Registrar as being a Bondholder, with respect to: the accuracy of any records maintained by the Depository or any Participant or the maintenance of any records; the payment by the Depository or any Participant of any amount in respect of the principal of, premium, if any, or interest on the Bonds; the sending of any transaction statements; the delivery or timeliness of delivery by the Depository or any Participant of any notice which is permitted or required to be given to Bondholders thereunder; the selection of Bondholders to receive payments upon any partial redemption of the Bonds; or any consent given or other actions taken by the Depository as a Bondholder.

SECTION 7. Successor Depository. If (a) the Depository determines not to continue to act as Depository for the Bonds and gives reasonable notice to the Registrar and the County, or (b) the County has advised the Depository of the County's determination that the Depository is incapable of discharging its duties, then the County shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the County or the Registrar of the Initial Bonds together with an assignment duly executed by the Depository, the County shall execute and deliver to the successor Depository, the Bonds of the same principal amount, interest rate and maturity. If the County is unable to retain a qualified successor to the Depository, or the County has determined that it is in its best interest not to continue the Book-Entry System of transfer or that interests of the Beneficial Owners of the Bonds might be adversely affected if the Book-Entry System of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the Bonds by mailing an appropriate notice to the Depository, upon receipt by the County of the Initial Bonds together with an assignment duly executed by the Depository, the County shall execute, authenticate and deliver to the Depository Participants Bonds in fully-registered form, in substantially the form set forth in Section 12 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

SECTION 8. Designation of Registrar and Paying Agent. Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. Within twenty-four (24) hours after receipt of bids, the successful bidder, if any, for the Bonds may designate, subject to the approval of the Chairman of County Council and the County Administrator, the Registrar and the Paying Agent for the Bonds. The Registrar and the Paying Agent, respectively, shall be a bank, trust company, depository or transfer agent located either within or without the State. In the event the successful bidder fails to designate the Registrar and the Paying Agent within twenty-four (24) hours after receipt of bids, or the Chairman of County Council and the County Administrator do not approve the Registrar and the Paying Agent designated by the successful bidder, the Registrar and the Paying Agent shall be designated by the Chairman of County Council and the County Administrator. In the event the Bonds are issued as a single fully-registered bond, the Oconee County Treasurer may act as Paying Agent and Registrar for the Bonds as determined by the Chairman of County Council and the County Administrator.

SECTION 9. Registration, Transfer and Exchange of Bonds. The County shall cause Books of Registry to be kept at the offices of the Registrar for the registration and transfer of the Bonds. Upon

presentation at its office for such purpose the Registrar shall register or transfer, or cause to be registered or transferred, on such Books of Registry, the Bonds under such reasonable regulations as the Registrar may prescribe.

Each Bond shall be transferable only upon the Books of Registry of the County, which shall be kept for such purpose at the principal office of the Registrar, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar on behalf of the County shall issue in the name of the transferee a new fully registered Bond or Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar.

The County, the Paying Agent and the Registrar may deem or treat the person in whose name any fully registered Bond shall be registered upon the Books of Registry as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order and shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Paying Agent or the Registrar shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is exercised, the County shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an Interest Payment Date on such Bonds.

SECTION 10. Record Date. The County hereby establishes a record date (the "Record Date") for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such Record Date shall be not more than fifteen (15) days preceding an Interest Payment Date on such Bond or in the case of any proposed redemption of Bonds, such Record Date shall be not more than fifteen (15) days prior to the mailing of notice of redemption of Bonds.

SECTION 11. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 12. Execution of Bonds. The Bonds shall be executed in the name of the County with the facsimile or manual signature of the Chairman of County Council attested by the facsimile or manual signature of the Clerk to the Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 13. Form of Bonds. The Bonds and the certificate of authentication shall be in substantially the following forms. In the event the Bonds will be held by a single Bondholder, the form of bond may be revised as a single fully registered Bond for each maturity or a single fully registered bond which sets forth all maturing principal amounts.

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
OCONEE COUNTY
GENERAL OBLIGATION BOND, [TAXABLE] SERIES 2013__

No. R- __

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>CUSIP</u>
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REGISTERED HOLDER:

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Oconee County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the Registered Holder named above, or registered assigns, the principal amount shown above on the maturity date shown above (unless this Bond shall be subject to prior redemption and shall have been duly called for previous redemption and the payment of the redemption price made or provided for), upon presentation and surrender of this Bond at the principal office of _____, as paying agent (the "Paying Agent"), in _____, State of _____, and to pay interest on such principal amount from the date hereof at the interest rate per annum shown above (calculated on the basis of a 360-day year comprised of twelve 30-day months) until this Bond matures. Interest on this Bond is payable semiannually on April 1 and October 1 of each year commencing April 1, 20__, until this Bond matures or prior redemption, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____, as registrar (the "Registrar"), in _____, _____, at the close of business on the fifteenth (15th) day of the calendar month preceding each semi-annual interest payment date. The principal of, redemption premium, if any,

and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to date of authentication, number, date of maturity, principal amount, registered holder, redemption provisions and rate of interest, aggregating \$_____, issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina, 1976, as amended; and Ordinance No. 2013-04 duly enacted by the County Council on February 19, 2013.

This Bond and the series of which it is one [is subject to redemption][maturing on or prior to April 1, 20___, shall not be subject to redemption prior to their stated maturities. This Bond and the series of which it is one maturing on or after April 1, 20___, shall be subject to redemption at the option of the County on or after April 1, 20___,] as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount to be redeemed, together with the interest accrued on such principal amount to the date fixed for redemption.

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event this Bond is redeemable as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing the Bond and specifying the redemption date and the redemption price payable upon such redemption, shall be mailed by the Registrar by first-class mail, postage prepaid, to the registered owner thereof not less than thirty (30) days and not more than sixty (60) days prior to the redemption date at the last address appearing upon the registration books of the County. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.

This Bond and the series of which it is one is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate, redemption provisions, if any, and maturity shall be issued to the

transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, OCONEE COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile or manual signature of the Chairman of the County Council, facsimile or manual signature of the Clerk to the County Council and the seal of the County impressed, imprinted or reproduced hereon.

OCONEE COUNTY, SOUTH CAROLINA

Chairman, County Council

(SEAL)

ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

This bond is one of the Bonds described in the within mentioned Ordinance of Oconee County, South Carolina.

as Registrar
By: _____
Authorized Officer

Date of Authentication: _____

The following abbreviations when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

Custodian
(Cust.) (Minor)

JT TEN - As joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors

(State)

Additional abbreviations may also be used though not in list above.

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

NOTICE: The signature to this agreement must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

A copy of the final approving opinion to be rendered shall be attached to each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the final approving opinion (except for date and letterhead) of McNair Law Firm, P.A. approving the issue of bonds of which the within bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the bonds and a copy of which is on file with the County Council of Oconee County, South Carolina.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

SECTION 14. Security for Bonds. The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 15. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the Paying Agent. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the maturity date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

SECTION 16. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the South Carolina Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 17. Sale of Bonds, Form of Notice of Sale. The Bonds shall be offered for public sale on the date and at the time designated by the Chairman of County Council and the County Administrator. A Notice of Sale in the form set forth below shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

The Notice of Sale shall be in substantially the following form:

NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS, [TAXABLE] SERIES 2013 ____
OF OCONEE COUNTY
STATE OF SOUTH CAROLINA

**[THE INTEREST PAID ON THE TAXABLE SERIES 2013__ BONDS WILL NOT BE
EXEMPT FROM FEDERAL INCOME TAXATION]**

Time and Place of Sale: NOTICE IS HEREBY GIVEN that bids for the purchase of \$ _____ General Obligation Bonds, [Taxable] Series 2013__ of Oconee County, South Carolina (the "Bonds") will be received on behalf of the County Council of Oconee County, South Carolina (the "County"), in the Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina 29691, until _____ m., South Carolina time, on _____, 2013, or such other date and time as may be established by the County and communicated by Thomson Municipal Market Monitor not less than 48 hours prior to the time proposals are to be received.

Mailed or Hand-Delivered Proposals: Each mailed or hand-delivered proposal shall be enclosed in a sealed envelope marked "Proposal for General Obligation Bonds, [Taxable] Series 2013__, Oconee County, South Carolina" and should be directed to the Chairman of the County Council at the address in the first paragraph hereof.

Facsimile Proposals: The County will accept the facsimile transmission of a manually signed Official Bid Form or other form of bid at the risk of the bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of Scott Moulder, County Administrator at 864.638.4246.

Electronic Proposals: Electronic proposals may be submitted through i-Deal's Ipreo Electronic Bid Submission System ("Ipreo"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Ipreo may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone 212.849.5021.

E-mail Proposals: E-mail proposals may be e-mailed to the attention of Scott Moulder, County Administrator, at email address: smoulder@aconecore.com with a copy to Brian Nurick at e-mail address: brian.nurick@swst.com.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION, BY ELECTRONIC BID OR BY E-MAIL, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Municipal Bond Insurance: A bidder may, at its option, purchase a policy of insurance relating to the Bonds to be effective as of the date of their issuance. Notice of obtaining a commitment for such insurance will be transmitted by the bond insurers. If a bidder for the Bonds desires to have the Bonds so insured, the bidder should specify in its bid for the Bonds whether bond insurance will be purchased. The premium on such bond insurance must be paid at or prior to the closing by the successful bidder. Any failure of the Bonds to be so insured or for any such policy of insurance to be issued shall not constitute cause for a failure or refusal by the purchaser of the Bonds to accept delivery of and pay for the Bonds.

Book-Entry Only Bonds: The Bonds will be issued in fully registered form. If requested by the successful bidder, a single Bond or one Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds, and each such Bond will be immobilized in the custody of DTC. DTC will act as the Depository for the Bonds. Individual purchases will be made in book-entry-only form in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC. Notwithstanding the foregoing, at the request of the successful bidder, the Bonds will be issued as one single fully registered bond and not issued through the book-entry system.

[Series 2013 Bonds]

Series 2013 Bonds: The Series 2013 Bonds will be dated _____, 2013 or such other date as the successful bidder may request; and will mature serially in successive annual installments on April 1 in each of the years and in the principal amounts as follows:-

Maturity Date	Principal Amount

Redemption Provisions: The Series 2013 Bonds maturing on or prior to April 1, 20____, shall not be subject to redemption prior to their stated maturities. The Series 2013 Bonds maturing on April 1, 20____, shall be subject to redemption at the option of the County on or after April 1, 20____, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity at a redemption price equal to 100% of the principal amount of the Series 2013 Bonds to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption.

[[Taxable] Series 2013 Bonds]

[Taxable] Series 2013 Bonds: The [Taxable] Series 2013__ Bonds will be dated ____, 2013 or such other date as the successful bidder may request; and will mature serially in successive annual installments on April 1 in each of the years and in the principal amounts as follows:

<u>Maturity Date</u>	<u>Principal Amount</u>

Redemption Provisions: The [Taxable] Series 2013__ Bonds maturing on or prior to April 1, 20__, shall not be subject to redemption prior to their stated maturities. The [Taxable] Series 2013__ Bonds maturing on April 1, 20__, shall be subject to redemption at the option of the County on or after April 1, 20__, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity at a redemption price equal to 100% of the principal amount of the [Taxable] Series 2013__ Bonds to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption.

Adjustment of Maturity Schedule: The County reserves the right to adjust the principal amount of any of the maturities of the Bonds (all calculations to be rounded to the nearest \$5,000); provided, such adjustment will not decrease the total par amount (\$_____) of the Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Bonds. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition precedent to the award of the Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

Bidders' Special Option for Term Bonds: Bidders submitting proposals may specify that all the principal amount of Bonds maturing on any two or more consecutive annual payment dates on or after April 1, 20__, may, in lieu of maturity on each of such dates, be combined to comprise one or more maturities of the Bonds scheduled to mature on the latest of such annual payment dates (the "Term Bonds"). Term Bonds shall be subject to redemption through mandatory sinking fund installments at par in the amount that would have matured in each year as set forth in this Notice, on each of the annual principal payment dates, except for the principal amount of Bonds scheduled to mature on the latest such annual payment date, which Bonds shall mature on such annual principal payment date. Bidders may specify one or more of such Term Bonds and such specifications may be made at the time of the award.

Mandatory Sinking Fund Redemption: The Bonds will be subject to mandatory redemption if and to the extent the option to establish Term Bonds is exercised by the successful bidder.

Registrar and Paying Agent: The Oconee County Treasurer or a bank designated by the

purchaser and approved by the Chairman of the County Council and the County Administrator will act as Paying Agent and Registrar for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 or 1/100 of 1% with no greater difference than three (3%) percent between the highest and lowest rates of interest named by a bidder. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A BID FOR LESS THAN ALL THE BONDS OR A PRICE LESS THAN PAR WILL NOT BE CONSIDERED.

Award of Bid: The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year comprised of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

For the purpose of calculating the yield on the Bonds for Federal tax purposes as a condition precedent to the award of the Bonds, the successful bidder will, within 30 minutes after being notified of its winning bid, advise the County or its financial advisor by telephone confirmed by facsimile transmission of the initial offering prices of the Bonds to the public (expressed as a price, exclusive of accrued interest, or yield per maturity).

Good Faith Deposit: No good faith deposit is required.

Bid Form: It is requested, but not required, that your bid be submitted on the attached bid form.

Official Statement: The County deems the Preliminary Official Statement to be "final" as described in SEC Rule 15c2-12(b)(1) for the purposes of such Rule. Upon the award of the Bonds, the County will prepare a Final Official Statement (the "Official Statement") in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will provide the successful bidder, a sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.]

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement.]

Purpose: The Bonds are issued for the purpose of defraying all or a portion of the costs of design, acquisition, site-work, construction and installation, as applicable, of improvements and infrastructure related to the Echo Hills Commerce Park, including: approximately 300,000 square-foot pad; approximately 50,000 square-foot pad; roads, curbs, drainage and stormwater facilities; intersection

improvements; internal utilities; civil design and sitework relating to the foregoing; and the costs of issuance of the Bonds.

[Series 2013 ___ Bonds are "Bank Qualified": The County has designated the Series 2013 ___ Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct, from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.]

Security: The Bonds shall constitute binding general obligations of the County, and the full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Legal Opinion: The issuance of the Bonds is subject to the approval of legality by McNair Law Firm, P.A., Bond Counsel, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds. Certain legal matters in connection with the Bonds are subject to the approval of McNair Law Firm, P.A., as County Attorney.

Financial Advisor: Southwest Securities, Inc., has acted as Financial Advisor to the County in connection with the issuance of the Bonds. In this capacity, Southwest Securities, Inc. provided technical assistance in the preparation of the offering documents and assisted the County in preparing for this financing.

[Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Bonds, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate [may be obtained from Bond Counsel][is included as Exhibit ___ to the Preliminary Official Statement].]

[Delivery: The Bonds will be delivered through the facilities of The Depository Trust Company in New York, New York, on or about _____, 20 __, at the expense of the County or at such other place as may be agreed upon with the purchasers at the expense of the purchaser. The purchase price then due must be paid in federal funds or other immediately available funds.]

[CUSIP Numbers: It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. All expenses in relation to the printing of CUSIP identification numbers on the Bonds shall be paid for by the County provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the successful bidder.]

[Postponement: The County reserves the right to postpone, from time to time, the date established for the receipt of bids. The County will communicate any such change in the sale date through Thomson Municipal Market Monitor not less than 48 hours prior to the time bids are to be received. If any date fixed for the receipt of bids and the sale of the Bonds is postponed, any alternative sale date will be announced through Thomson Municipal Market Monitor at least 48 hours prior to such alternative sale date. On any

such alternative sale date, any bidder may submit a sealed, facsimile, or electronic bid for the purchase of the Bonds in conformity in all respects with the provisions of this Notice of Sale, except for the date of sale and except for the changes announced through Thomson Municipal Market Monitor at the time the sale date and time are announced.]

Additional Information: [The Preliminary Official Statement of the County with respect to the Bonds is available via the internet at <https://official.statements.swst.com> and will be furnished to any person interested in bidding for the Bonds upon request to McNair Law Firm, P.A. The Preliminary Official Statement should be reviewed by bidders prior to submitting a bid.] Persons seeking information should communicate with:

<p>Scott Moulder, ICMA-CM County Administrator Oconee County 415 South Pine Street Walhalla, SC 29691 Telephone: 864.638.4235 E-mail: smoulder@oconeesc.com</p>	<p>Daniel R. McLeod, Jr., Esquire McNair Law Firm, P.A. Post Office Box 447 Greenville, SC 29602 Telephone: 864.271.4940 E-mail: dmcLeod@mcnair.net</p>
<p>Brian Nurick Southwest Securities, Inc. 360 East Vine Street, Suite 110 Lexington, SC 40507 Telephone: 859.410.2602 E-mail: brian.nurick@swst.com</p>	<p>Michael W. Burns, Esq. McNair Law Firm, P.A. Post Office Box 447 Greenville, SC 29602 Telephone: 864.271.4940 E-mail: mwburns@mcnair.net</p>

Oconee County, South Carolina

SECTION 18. Preliminary and Final Official Statement; Private Placement Offering Memorandum. The Council hereby authorizes and directs the County Administrator to prepare, or cause to be prepared, a Preliminary Official Statement or a Private Placement Offering Memorandum, as determined by the County Administrator, to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The Council authorizes the County Administrator to designate the Preliminary Official Statement, if any, as "near final" for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The County Administrator is further authorized to see to the completion of the final form of the Official Statement, if any, upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 19. Continuing Disclosure. If required by the purchaser of the Bonds, the County hereby covenants and agrees that it will comply with and carry out all of the provisions of a Continuing Disclosure Certificate, in substantially the form attached hereto as Exhibit A. Notwithstanding any other provisions of this Ordinance, failure of the County to comply with the Continuing Disclosure Certificate shall not be considered an event of default, and no liability for damages shall attach therefor. The sole remedy for such failure to comply shall be that any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with their obligations under this Section.

SECTION 20. Filings with Central Repository. In accordance with Section 11-1-85 of the South

Carolina Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual independent audit of the County within thirty days (30) of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five (5%) of the County's revenue or its tax base.

SECTION 21. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County Council as follows:

- (a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the South Carolina Code;
- (b) Accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds; and
- (c) The balance of the proceeds shall be applied for the purposes set forth in this Ordinance and to defray the costs and expenses of issuing the Bonds.

SECTION 22. Federal Tax Covenants. The Chairman of County Council and the County Administrator are authorized to determine whether one or more of the respective series of Series 2013 Bonds shall be issued as obligations the interest on which shall be exempt from federal income taxation. To the extent that such respective series of Series 2013 Bonds are issued as obligations the interest on which shall be exempt from federal income taxation, the County covenants and agrees with the holders of such series of Series 2013 Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on such Series 2013 Bonds to become includable in the gross income of the bondholders of such Series 2013 Bonds for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of such Series 2013 Bonds and that no use of the proceeds of the sale of such Series 2013 Bonds shall be made which, if such use had been reasonably expected on the date of issue of such Series 2013 Bonds would have caused such Series 2013 Bonds to be "arbitrage bonds", as defined in the Code, and to that end the County hereby shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as such Series 2013 Bonds are outstanding;
- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

The Chairman of County Council and the County Administrator, or either of them acting alone, are hereby authorized to adopt written procedures to ensure the County's compliance with federal tax matters relating to such Series 2013 Bonds.

SECTION 23. Series 2013 Bonds May be Designated as Qualified Tax-Exempt Obligations. The County hereby authorizes the Chairman of County Council and the County Administrator to determine

whether, in accordance with the provisions of Section 265 of the Code, one or more of the respective series of Series 2013 Bonds shall be designated as “qualified tax exempt obligations” as defined in Section 265(b)(3)(B) of the Code. In the event such respective series of Series 2013 Bonds are designated as “qualified tax exempt obligations” (i) the County and all subordinate entities thereof do not anticipate to issue more than \$10,000,000 in tax-exempt bonds or other tax-exempt obligations in 2013 other than private activity bonds except for qualified 501(c)(3) bonds, and (ii) the County represents that the sum of all tax-exempt obligations (other than private activity bonds which are not qualified as 501(c)(3) bonds) issued by the County and all subordinate entities thereof during calendar year 2013 is not reasonably expected to exceed \$10,000,000.

SECTION 24. Notice of Public Hearing. The Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in the form attached hereto as Exhibit B, having been published in the *Daily Journal Messenger*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 25. Authority to Obtain Bond Insurance; Execution of Documents. The County Administrator is hereby authorized to submit applications to municipal bond insurance companies for bond insurance or other credit enhancements relating to the Bonds. The Chairman of County Council and the County Administrator are hereby authorized to accept on behalf of the County the proposal deemed most advantageous to the County.

SECTION 26. Amendment to Ordinance No. 2012-29. Ordinance No. 2012-29 enacted by the County Council on September 4, 2012 is hereby amended so that references therein to the “Bonds” (as defined therein) shall mean “\$1,600,000 [or principal amount issued] General Obligation Bonds, Series 2013C, of Oconee County, South Carolina” or such other series designation as may be necessary or useful to denote that such bonds were not issued during the 2012 calendar year.

SECTION 27. Miscellaneous. The County Council authorizes the Chairman of County Council, the County Administrator, the Finance Director of the County, and the Clerk to County Council to execute such documents and instruments as may be necessary to effect the issuance of the Bonds or make modifications in any documents including but not limited to the form of the Bond or Notice of Sale. The County Council hereby further authorizes the County Administrator to retain Southwest Securities, Inc., as financial advisor to the County in connection with the issuance of the Bonds. The County Council hereby authorizes the Chairman of County Council and the County Administrator to negotiate the terms of, and execute in the name and on behalf of the County, investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the Bonds, to prepare and solicit bids for providers of such agreements and to execute, in the name and on behalf of the County, written confirmations of any such agreements and other documents as may be necessary in connection therewith.

SECTION 28. Repeal of Conflicting Ordinances. All rules, regulations, ordinances, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

SECTION 29. Effective Date. This Ordinance shall become effective and enforced from and after February 19, 2013.

[Signature page to follow]

Enacted by the County Council of Oconee County, South Carolina, this 19th day of February, 2013.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council
Oconee County, South Carolina

ATTEST:

Administrator, Oconee County, South Carolina

Clerk to County Council,
Oconee County, South Carolina

Date of First Reading: January 22, 2013
Date of Second Reading: February 5, 2013
Date of Public Hearing: February 19, 2013
Date of Third Reading: February 19, 2013

[Signature page]

EXHIBIT A

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Oconee County, South Carolina (the "County") in connection with the issuance of \$_____ original principal amount General Obligation Bonds, Series 2013 __/[Taxable] Series 2013__ of Oconee County, South Carolina (the "Bonds"). The Bonds are being issued pursuant to Ordinance No. 2013-04 enacted by the County Council of the County on February 19, 2013 (the "Ordinance"). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

"**Annual Report**" shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**Dissemination Agent**" shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

"**Listed Events**" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"**National Repository**" shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

"**Participating Underwriter**" shall mean _____ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"**Repository**" shall mean each National Repository and each State Depository, if any.

"**Rule**" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"**Series 2013 __ Bonds**" shall mean the \$_____ original principal amount General Obligation Bonds, Series 2013 __, Oconee County, South Carolina, dated _____, 2013.

"**State Depository**" shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Disclosure Certificate, there is no State Depository.

"**[Taxable] Series 2013 __ Bonds**" shall mean the \$_____ original principal amount General Obligation Bonds, [Taxable] Series 2013 __, Oconee County, South Carolina, dated _____, 2013.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2014, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days

prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Depository, if any; and

(ii) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the County, including the information provided in the Official Statement with respect to the Series 2013__ Bonds/[Taxable] Series 2013__ Bonds under the headings: "THE BONDS—Security;" "DEBT STRUCTURE—Outstanding Indebtedness;" "CERTAIN FISCAL MATTERS—Assessed Value of Taxable Property in the County," "—Estimated True Value of All Taxable Property in the County," "—Tax Rates," "—Tax Collections for Last Five Years," and "—Ten Largest Taxpayers."

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the County is an "obligated person" (as defined by the Rule), which have been previously filed with the National Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County will clearly identify each such document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events (the "Listed Events"):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;

- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the County;
- (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee.

(b) Upon the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), or (15) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than 10 business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Upon the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), or (13) above, the County shall promptly, and no later than 10 business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial

Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County, or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County, or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the Bonds and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
County Administrator

Dated: _____, 2013

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Oconee County, South Carolina

Name of Bond Issue: \$ _____ General Obligation Bonds, Series 2013 ____,
Oconee County, South Carolina
\$ _____ General Obligation Bonds, [Taxable] Series 2013 ____,
Oconee County, South Carolina

Date of Issuance: _____, 20__

NOTICE IS HEREBY GIVEN that Oconee County, South Carolina (the "County") has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

OCONEE COUNTY, SOUTH CAROLINA

Exhibit B

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Oconee County, South Carolina (the "County"), during the 6:00 p.m. meeting of Oconee County Council on February 19, 2013, at the Council Chamber of Oconee County Council, 415 South Pine Street, Walhalla, South Carolina.

The purpose of the public hearing is to consider Ordinance 2013-04 authorizing the issuance and sale of general obligation bonds (the "Bonds") of the County in the aggregate principal amount of not exceeding \$2,600,000, the proceeds of which shall be applied to defray all or a portion of the costs of design, acquisition, site-work, construction and installation, as applicable, of improvements and infrastructure related to the Echo Hills Commerce Park, including: approximately 300,000 square-foot pad; approximately 50,000 square-foot pad; roads, curbs, drainage and stormwater facilities; intersection improvements; internal utilities; civil design and sitework relating to the foregoing; and the costs of issuance of the Bonds.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Bonds and a tax, without limit, will be levied and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

OCONEE COUNTY, SOUTH CAROLINA

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2012 -37

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND AID COMPANY LLC; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, AID Company LLC, a limited liability company duly organized under the laws of the State of South Carolina (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of the development of a facility which manufactures electronic controls and assemblies in which the minimum level of taxable investment is not less than Seven Million Dollars (\$7,000,000) in qualifying fee in lieu of tax investment by the end of the fifth (5th) year following the year of execution of the Fee Agreement, all as more fully set forth in the Fee Agreement attached hereto, and in which approximately seventy-five (75) new, full-time jobs will be created in the same timeframe; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount

importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and a Fee Agreement and to that end has, by its Resolution adopted on December 4, 2012, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; and

WHEREAS, it appears that the instrument above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

WHEREAS, the Project is or will be located in a joint county industrial and business park with a contiguous county.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, in meeting duly assembled, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a facility which manufactures electronic controls and assemblies, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are hereby incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project and the Fee Agreement give rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

(h) The benefits of the Project will be greater than the costs.

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement and this Ordinance.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions 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 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 7. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County.

Passed and approved this day of ____ 2013.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: December 4, 2012
Second Reading: February 19, 2013
Public Hearing:
Third Reading:

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2013-05**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE TAX CREDIT AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT ZETA; AND OTHER MATTERS RELATING THERETO

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 and Title 12, Chapter 37 (jointly hereinafter the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute an infrastructure tax credit agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Project Zeta, a company duly incorporated under the laws of the State of South Carolina (the "Company"), has requested the County to participate (i) in executing an Inducement Agreement, and an Infrastructure Tax Credit Agreement (the "Infrastructure Tax Credit Agreement" or "ITC Agreement") for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain machinery, apparatus, and equipment, for the purpose of the providing information technology services for which the minimum level of new taxable investment will be not less than One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) in new qualifying taxable investment in the County and will result in the creation of approximately seven (7) new, full-time jobs, and all as more fully set forth in the Inducement Agreement (previously authorized by Resolution of the County on February 19, 2013); and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and

addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and an Infrastructure Tax Credit Agreement and to that end has, by its Resolution adopted on February 19, 2013, authorized the execution of an Inducement Agreement and will by this County Council Ordinance, authorize an ITC Agreement; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the ITC Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax in the Park (defined herein); and

WHEREAS, it appears that the instrument above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

WHEREAS, the site at which the Project is to be constructed, will be located in a multi-county industrial/business park between the County and Pickens County (the "Park") under and pursuant to the provisions of the Act; and

WHEREAS, the County is authorized by the provisions of the Act to provide an infrastructure tax credit (the "Infrastructure Tax Credit"), secured by and payable solely from revenues of the County from payments in lieu of taxes in the Park pursuant to Article VIII, Section 13 of the South Carolina Constitution and the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County in order to enhance the economic development of the County; and

WHEREAS, to the extent within its authority and control, using its best reasonable efforts, the County does hereby agree, subject to the requirements of Section 4-1-170 and Section 4-1-175 of the Act, respectively, including without limitation, obtaining the consent of the City of Seneca or any other incorporated municipality within which the Project Property may be incorporated prior to execution of the Park Agreement and the Home Rule Act, to insuring that the Project Property will be placed in a Park with Pickens County, and provide an Infrastructure Tax Credit against payments in lieu of taxes from the Project in the Park in an annual amount equal to Thirty percent (30%) of the payments in lieu of taxes allocated to the County taxing entities pursuant to the agreement creating the Park (the "Park Agreement") for five (5) consecutive years of fee in lieu of tax payments by the Project in the Park pursuant to the Park Agreement, beginning with the payment due (without penalty on or before January 15, 2015 and such that the Infrastructure Credit will never exceed, at any point in time, the actual cost of Project Infrastructure to that point.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to develop a facility in the State, and acquire by acquisition or construction and various machinery, apparati, and equipment, all as a part of the Project to be utilized for the purpose of the development of a facility for the provision of information technology services, the execution and delivery of an ITC Agreement with the Company for the Project is hereby authorized, ratified and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) The Project, the payments in lieu of taxes set forth herein, and the new jobs created are beneficial to the County;

(b) The terms and provisions of the Inducement Agreement are hereby incorporated herein and made a part hereof;

(c) The Project will benefit the general public welfare of 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 the general credit or taxing power of either;

(e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

(g) The benefits of the Project will be greater than the costs.

Section 3. Pursuant to the authority of the Act, there is hereby authorized to be provided, and shall be provided, the Infrastructure Tax Credit of the County to the Company in the amount of Thirty percent (30%) of the Fee Payments from the Project in the Park pursuant to the Park Agreement, beginning with the Fee Payment due (without penalty) not later than January 15, 2015.

Nothing in this ordinance shall be construed as an obligation or commitment by the County

to expend any of its funds other than the portion of Fee Payments represented by the Infrastructure Tax Credit provided by the County which shall be payable solely as a credit against Fee Payments due by the Company to the County for the Project in the Park.

Section 4. The form, terms and provisions of the ITC Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the ITC Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the ITC Agreement in the name and on behalf of the County, and thereupon to cause the ITC Agreement to be delivered to the Company. The ITC Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of ITC Agreement now before this meeting.

Section 5. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the ITC Agreement and the performance of all obligations of the County under and pursuant to the ITC Agreement and this Ordinance.

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

Section 7. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this ____ day of ____ 2013

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: February 19, 2013
Second Reading:
Public Hearing:
Third Reading:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2013-04

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT ZETA; WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL PROVIDE AN INFRASTRUCTURE TAX CREDIT TO PROJECT ZETA

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1, Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, or cause to be acquired by the industry properties and to enter into agreements with any industry inducing the industry to construct, operate, maintain and improve such property; to enter into or allow financing agreements or tax credit agreements with respect to such projects; and, to accept any grants for such infrastructure through which powers the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, Project Zeta (the "Company"), has requested the County to participate in executing an Inducement Agreement (Project Zeta Project) pursuant to the Act for the purpose of inducing the Company to acquire by purchase and/or construction certain land, buildings, machinery, apparatus, and equipment, for the purpose of a facility that will provide information technology services (the "Project"), involving the investment of not less than \$1,250,000 in new taxable investment all in the County and will result in the creation of approximately seven (7) new, full-time jobs, all as more fully set forth in the Inducement Agreement attached hereto; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs; and

WHEREAS, the County and Pickens County, South Carolina ("Pickens County") have entered into a Joint County Industrial and Business Park Agreement, as amended from time to time (the "Park Agreement"), for the creation of a joint county industrial and business park (the "Park") pursuant to Section 4-1-170 of the Act, and the Project property is already in, or can be added to the Park (subject to the consent of any municipality within which the Project property is located), by an existing Park Agreement or a new Park Agreement and the Company has requested the County to so include the Project site in the Park, in order to enable payment of the Infrastructure Credit, as described herein, and the County has agreed to do so, to the extent within its control; and

WHEREAS, the Company has requested the County to provide an infrastructure tax credit from the Company's payments in lieu of taxes for the Project in the Park (hereinafter referred to as the "Infrastructure Credit") pursuant to Section 4-1-175 of the Act for the purpose of defraying the cost of acquiring or enhancing the infrastructure for the Project, including the acquisition of improved real property; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act.

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

Section 1. Pursuant to the authority of the Act and for the purpose of providing infrastructure to the Project, there is hereby authorized to be executed and delivered an Inducement Agreement between the County and the Company in substantially the form attached hereto or with such minor revisions as are not materially adverse to the County and as shall be approved by the Chairman of County Council, upon the advice of counsel. The Inducement Agreement shall, among other things, agree to the authorization of an Infrastructure Credit to provide infrastructure funds to facilitate the Project, and to the inclusion of the Project site in the Park, to the extent within the control of the County. The final determination of the amount of the Infrastructure Credit is to be determined pursuant to Section 1.1 (e) of the Inducement Agreement. The Infrastructure Credit will be payable exclusively from payments in lieu of tax the County receives and retains from the fee in lieu of tax due from the Project, in the Park if the Project property can be placed in a Park, but not otherwise, if the County is not able to place the Project Property in the Park despite its best reasonable efforts to do so, unless the Company separately qualifies for a negotiated fee in lieu of tax payment for the Project, as envisioned in the Inducement Agreement, in which case a separate Infrastructure Credit will need to be agreed upon in good faith between the Parties. The Infrastructure Credit shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

Section 2. The provisions, terms and conditions of the Infrastructure Credit Agreement to be entered into by and between the County and the Company (the "Infrastructure Credit Agreement") shall be prescribed by subsequent ordinance of the County Council.

Section 3. The Chairman of County Council is hereby authorized and directed to execute the Inducement Agreement attached hereto in the name of and on behalf of the County, and the Clerk of the County Council is hereby authorized and directed to attest the same; and the Chairman of County Council is hereby further authorized and directed to deliver said executed Inducement Agreement to the Company.

Section 4. Prior to the execution of the Infrastructure Credit Agreement and the provision of the Infrastructure Credit, authorized by the Inducement Agreement, the County Council will comply with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. 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 from and after its passage by the County Council.

Section 6. It is the intention of the County Council that this resolution shall constitute an official action on the part of the County relating to the inducement of the Project.

Done in meeting duly assembled this 19th day of February 2012.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT made and entered into by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (jointly hereinafter the "County") and Project Zeta (the "Company") or any assignee or co-owner that is an affiliated company (within the meaning ascribed in the Internal Revenue Code).

WITNESSETH:

ARTICLE I.

RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

- (a) The County is authorized and empowered by the provisions of Title 4, Chapter 1 Code of Laws of South Carolina, 1976, as amended (the "Act") to induce the Company to acquire, enlarge, improve, expand, equip, furnish, own, lease, and dispose of properties through which the industrial and economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.
- (b) The Company is considering the acquisition by construction, purchase or lease of facilities and capabilities to be used for the provision of information technology services (the "Project") in the County and the City of Seneca. The Project will involve an investment of at least One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) at the Project in the County, all within a three (3) year period and will result in the creation of approximately seven (7) new, full-time jobs.
- (c) The Company has requested and will enter into an infrastructure credit agreement, by and between the Company and the County (the "Infrastructure Credit Agreement"), and the County will provide an infrastructure credit (the "Infrastructure Credit") pursuant to and in accordance with Section 4-1-175 of the Act, based on and subject to the Project site being located in a joint county industrial and business park, created by the County pursuant to and in accordance with Section 4-1-170 of the Act (the "Park") and with the consent of the City of Seneca in accordance with Section 4-1-170(C).
- (d) The County has given due consideration to the economic development impact of the

Project, and that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs; and, has agreed to effect the issuance and delivery of this Agreement, pursuant to the Act, and on the terms and conditions hereafter set forth.

(e) To the extent within its authority and control, the County will use its best reasonable efforts to include the Project site in a Park, either existing or to be created, with an adjoining county, and provide an infrastructure credit against payments in lieu of taxes from the Project in the Park in an annual amount equal to Thirty percent (30%) of the payments in lieu of taxes allocated to the County taxing entities pursuant to the agreement creating the Park (the "Park Agreement") for five (5) years of fee in lieu of tax payments by the Project in the Park pursuant to the Park Agreement, beginning with the payment due (without penalty) on or before January 15, 2015. No Infrastructure Credit will be due to the Company for fee in lieu of tax payments on the Project in the Park due on or before January 15, 2014, and no Infrastructure Credit will be due, at all, if the County is unable to place the Project Property into a Park, despite using its best reasonable efforts to do so. . The adoption of ordinances and procedures for the provision of the Infrastructure Credit to the Company and the creation or amendment of the Park through a new or amended Park Agreement shall conform to the provisions of the Act and the Home Rule Act.

ARTICLE II

UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1.

The Infrastructure Credit Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, any obligations the County may incur for the payment of money shall not create a pecuniary liability of the County nor create a general obligation on its part or by the State or any incorporated municipality.

Section 2.2. Upon the request of the Company, the County will permit the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Infrastructure Credit Agreement.

Section 2.3. Oconee County Council agrees that this constitutes an agreement committing

the County to provide the Company with the Infrastructure Credit, subject to the other terms and conditions of this Agreement, and compliance with all applicable state laws, including, without limitation, the Home Rule Act of the state.

Section 2.4. (a) To the extent within its authority and control, using its best reasonable efforts, Oconee County Council does hereby agree, subject to the requirements of Section 4-1-170 and Section 4-1-175 of the Act, respectively, including, without limitation, obtaining the consent of the City of Seneca or any other incorporated municipality within which the Project Property may be incorporated prior to execution of the Park Agreement, and the Home Rule Act, to insuring that the Project site is already in a Park or will be placed in a Park and to undertake the preparation and adoption of an ordinance authorizing the provision of the Infrastructure Credit which shall be made available to pay or reimburse the payment of a portion of or all of the costs of the infrastructure improvements for the Project. The amount of the Infrastructure Credit will be limited such that the amount of the credit will be thirty percent (30%) of the fee-in-lieu of tax payments from the Project in the Park retained by the County taxing entities for the five (5) years of fee in lieu of tax payments by the Project in the Park pursuant to the Park Agreement, beginning with the payment due (without penalty) on or before January 15, 2015, and such that the Infrastructure Credit will never exceed, at any point in time, the actual cost of Project Infrastructure to that point. The Infrastructure Credit will be payable exclusively from payments in lieu of taxes which the County receives and retains from the Company for the Project in the Park under the Infrastructure Credit Agreement. The Infrastructure Credit shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Provided, for so long as the Infrastructure Credit Agreement remains in full force and effect, the Infrastructure Credit shall be paid solely by setoff by the Company against fee in lieu of tax payments due for the Project in the Park. The Company and the County agree that if the County is unable to place the Project Property in a Park despite using its best reasonable efforts to do so, the County will not be obligated to provide any Infrastructure Credit to the Company.

(b) The undertakings of the County hereunder are contingent upon the County being able to place the Project Property into a Park, using its best reasonable efforts, and the Company providing the County with such further evidence as may be satisfactory to the County as to compliance with all applicable statutes and regulations and this Agreement and the Company’s commitments hereunder.

ARTICLE III

UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Prior to execution of the Infrastructure Credit Agreement and subsequent to this Agreement, the Company may advance any acquisition or construction funds required in connection with the planning, design, acquisition, construction and carrying out of the Project including any infrastructure. The Company will maintain the Project and will (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company and will carry public liability insurance covering personal injury, death or property

damage with respect to the Project; or (ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company; or (iii) maintain a combination of insurance coverage and self-insurance as to such risks.

Section 3.2. The County will have no obligation to assist the Company in finding a bank and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project and the costs of the transaction.

Section 3.3. If the Project proceeds as contemplated, the Company further agrees as follows:

- (a) To acquire, or cause to be acquired, title to the assets constituting the Project;
- (b) To indemnify, defend, and hold the County harmless from all pecuniary liability and to reimburse it for all expenses to which it might be put in the fulfillment of its obligations under this Agreement and in the negotiation and implementation of its terms and provisions;
- (c) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the acquisition, construction, operation and use of the Project;
- (d) To indemnify, defend and hold the County and the individual directors, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing and carrying out of the Project. The Company also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. This indemnity shall be superseded by a similar indemnity in the Infrastructure Credit Agreement;
- (e) To invest not less than One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) in the Project on or before December 31, 2015 or lose the benefits of this Agreement prospectively, from that point, for failure to do so.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1. All commitments of the County hereunder are subject to all of the provisions of the Act and the Home Rule Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof.

Section 4.3. If for any reason this Agreement is not executed and delivered by the Company to the County on or before December 31, 2013 the provisions of this Agreement shall be cancelled and neither party shall have any rights against the other and no third parties shall have any rights against either party except:

- (a) The Company will pay the County for all expenses which have been authorized by the Company and incurred by the County in connection with the planning, design, acquisition, construction and carrying out of the Project and for all expenses incurred by the County in connection with the authorization and approval of the Infrastructure Credit Agreement or this Agreement;
- (b) The Company will pay the out-of-pocket expenses of officers, agents and employees of the County and counsel for the County incurred in connection with the Project and the execution of the Infrastructure Credit Agreement, and will pay fees for legal services related to the Project and the execution of this Agreement and the Infrastructure Credit Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the Act the Company may, without the prior consent of the County, assign (including, without limitation, absolute, collateral, and other Assignments) all or a part of its rights and/or obligations under this Inducement Agreement, the Infrastructure Credit Agreement, or any other agreement related hereto or thereto, to one or more other entities which are "Related Parties" within the meaning of the Internal Revenue Code without adversely affecting the benefits to the Company or its assignees pursuant to any such agreement or the Act.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

Dated: February 19, 2013

PROJECT ZETA

By: _____
Its:

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 19, 2013

ITEM TITLE:

Title: Phase Three Installation Contractor for Broadband Project FOCUS **Department:** IT **Amount:** \$181,843.20

FINANCIAL IMPACT:

GRANT FUNDING: Utilizing Matching Funds: Yes No / Grant Amount: \$9.6M, total amount with matching \$14,306,764.00

Source: **Federal ARRA grant**

Finance Approval: Mark H. Buller

Grant Approval: Kindle Howard

BACKGROUND DESCRIPTION:

On August 18, 2010, Oconee County received \$9.6M in Federal ARRA funding to construct a 250 mile (approximate) broadband network in the County. This project will provide critical broadband infrastructure that will benefit the County through connection of 130 Anchor Institutions and by providing much needed high speed data. RFP 10-28 was awarded in August of 2011 to Network Controls & Electric for Phase One of this project, approximately 95 miles at a total cost of \$2,728,704.00. Change Order One for the additional amount of \$952,337.00 was approved by Council on March 6, 2012 for additional mileage, hand holds, conduit and anchor institution connections. RFP 11-16 was awarded in April 17, 2012 to Network Controls & Electric for Phase Two of this project, for approximately 106 miles, including a Cable Monitoring System for the complete FOCUS project, for a total of \$3,426,678.20.

The third and final phase of Broadband Project FOCUS consists of approximately six (6) miles. Network Controls & Electric has agreed to hold their same price per foot that was given in RFP 11-16 for Phase Two. They are already mobilized for this project and now have the experience to successfully complete the project.

SPECIAL CONSIDERATIONS OR CONCERNS:

RFP 11-16 for Phase Two of this project contained the below specific language that authorized the County to continue with Network Controls for Phase Three if all of their work was satisfactory:

In Oconee County's sole discretion, the County may contract with the Successful Proposer for the remaining phase three of Project FOCUS, using the same terms, conditions and pricing given for Phase Two, if both parties are in agreement.

ATTACHMENT(S):

1. Letter from Network Controls & Electric stating pricing.

STAFF RECOMMENDATION :

It is the staff's recommendation that Council approve the award for an Installation Contractor for Phase Three of Broadband Project FOCUS to Network Controls & Electric, Inc., of Greer, SC, for the total amount of \$181,843.20.

Submitted or Prepared By: Robyn Courtright
Robyn Courtright, Procurement Director

Approved for Submittal to Council: T. Scott Moulder
T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

NETWORK CONTROLS & ELECTRIC, INC.

130 AVON ROAD

GREENSBORO, NC 27409

764-219-5160

www.networkcontrols.com

February 6, 2013

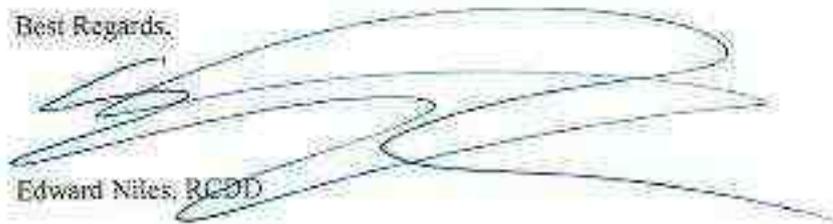
RE: Oconee FOCUS Phase III

Network Controls will honor our Phase II pricing for phase III of the FOCUS project.

\$5.74 per foot for Phase III

Thank you for the opportunity to offer this proposal for your consideration. Please contact me at (864) 297-5180 for any additional information or clarifications.

Best Regards,



Edward Niles, RCDD

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 19, 2013

ITEM TITLE:

Procurement #: ITB 12-08 Title: Communications Tower & Bldg. for Long Mountain Dept: Communications Amount: \$153,890.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 12-13 budget process.
Finance Approval: 

BACKGROUND DESCRIPTION:

This bid is for a contractor to provide and install a 160 ft. self supporting communications tower and a prefabricated 10' x 12' electronic equipment building at the Long Mountain Communication Site, located at 268 Station Mountain Road, Mountain Rest, SC. This site is located on National Forestry land and the permit allowing this construction was received on January 15, 2013. We could not officially issue the bid until this permit was secured. The electronic equipment needed for the building will be purchased separately.

On February 12, 2013, formal sealed bids were opened for this project. Twenty-one companies were notified of this bid opportunity and ten companies attended the non-mandatory pre-bid meeting on January 24, 2013 for this project. Five companies submitted bids, with K-Co Enterprises, Inc., of Pelzer, SC submitting the lowest bid of \$139,900.00 for the complete project.

SPECIAL CONSIDERATIONS OR CONCERNS:

ATTACHMENT(S):

1. Bid Tab

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the award of ITB 12-08 to K-Co Enterprises, Inc., of Pelzer, SC, for \$139,900.00, and a contingency amount of 10% for any change orders that may arise, bringing the total award to \$153,890.00.

Authorize the County Administrator to approve any change orders that are within the contingency amount.

Submitted or Prepared By: 
Robyn Courtwright, Procurement Director

Approved for Submittal to Council: 
T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

OCONEE COUNTY, SOUTH CAROLINA FISCAL YEAR 2013-2014 BUDGET CALENDAR

January 2013

S	M	T	W	T	F	S			
							1	New Year's Day (Observed Holiday)	
		1	2	3	4	5	2-24	Finance prepares the budget packets for distribution to department heads	
6	7	8	9	10	11	12	21	Martin Luther King, Jr. Day (Observed Holiday)	
13	14	15	16	17	18	19	25	Department head meeting to discuss the budget process - 10:00 AM	
20	21	22	23	24	25	26			
27	28	29	30	31					

February 2013

S	M	T	W	T	F	S			
					1	2	7	Strategic Planning Retreat	
							15	Budget request due from the departments	
3	4	5	6	7	8	9	18	President's Day (Observed Holiday)	
10	11	12	13	14	15	16	19-28	Department's budget requests combined	
17	18	19	20	21	22	23	28	Revenue projections to Administrator	
24	25	26	27	28			26	Budget and Finance Committee meeting - 6:30 PM	

March 2013

S	M	T	W	T	F	S			
					1	2	1-8	Administrator reviews the department head's budget	
							4-8	Administrator meets with department heads	
3	4	5	6	7	8	9	14-29	Preparation of the Administrator's recommended budget	
10	11	12	13	14	15	16	28	Tri-County Technical College's budget request presented to County Council - 12 Noon	
17	18	19	20	21	22	23			
24	25	26	27	28	29	30			
31									

April 2013

S	M	T	W	T	F	S			
							8-12	Feedback to department heads on the Administrator's recommended budget	
	1	2	3	4	5	6	30	School District of Oconee County's budget request presented to County Council - 6:00 PM	
7	8	9	10	11	12	13	30	Administrator's recommended budget presented to County Council - 6:00 PM	
14	15	16	17	18	19	20			
21	22	23	24	25	26	27			
28	29	30							

May 2013

S	M	T	W	T	F	S			
							7	First reading of budget ordinance by County Council - 6:00 PM	
			1	2	3	4	9	Confederate Memorial Day (Observed Holiday)	
5	6	7	8	9	10	11	14	Budget and Finance Committee workshop - 6:00 PM	
12	13	14	15	16	17	18	16	Public hearing advertisement for budget ordinance submitted to paper (min. 15 days in advance)	
19	20	21	22	23	24	25	21	Second reading of budget ordinance by County Council - 6:00 PM	
26	27	28	29	30	31		27	Memorial Day (Observed Holiday)	
							28	Budget and Finance Committee workshop - 6:00 PM	

June 2013

S	M	T	W	T	F	S			
						1	11	Public hearing for the budget ordinance - 6:00 PM	
							18	Third and final reading of the budget ordinance by County Council - 6:00 PM	
2	3	4	5	6	7	8			
9	10	11	12	13	14	15			
16	17	18	19	20	21	22			
23	24	25	26	27	28	29			
30									

Note: These dates are subject to revision at any time at the discretion of the Administrator.



NOTES

REAL ESTATE, FACILITIES & LAND MANAGEMENT COMMITTEE MEETING February 11, 2013

COMMITTEE MEMBERS

Mr. Archie Barron, Chairman, District III
Mr. Paul Corbeil, District I
Mr. Wayne McCall, District II

Sale of House Located at the Oconee County Airport

Mr. Moulder and Mr. Kevin Short, Airport Director, addressed Council regarding two houses currently used as rental homes located on airport property. It was stated that one of the two homes is currently unoccupied; therefore, the request before the committee would be to approve removal of the house to expand needed airport functions.

Discussion followed regarding airport functions and both rental properties located at the airport.

Mr. Corbeil made a motion, seconded by Mr. Barron, approved 2 - 0 to recommend to full Council that

- [1] both rental homes located at the airport be removed; with said removal being handled through a sealed bid process in accordance with Oconee County procurement regulations, and
- [2] that the occupied home's tenant be given up to a three month notice to vacate the home.



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps (DX-At Large)	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Paul Corbeil	Wayne McCall	Archie Barron	Joel Thrift	Reg Dexter		
							2010-2014	2013-2016	2010-2014	2013-2016	2013-2016	2010-2014	2013-2016
							District I	District II	District III	District IV	District V	At Large	At Large
Aeronautics Commission	2-282	5 - 2	YES	2X	YES	Jan - June 2013	Randy Renz [1]	Dan Suddeth [2]	Edward Perry [1]	Dan Schmidt [2]	Ronald Chiles [1]	Thomas Luke [2]	Michael Gray [1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - June 2013	Rick Bethea [1]	Luther Lyle [2]	Robinson [1]	Barbara Waters [1]	H. Richardson [2]	Boss Clapak [1]	Jean Dobson [2]
Board of Zoning Appeals	38-5-1	5 - 2	YES	2X	YES	Jan - June 2013	Allen Medford [1]	Sammy Lee [2]	Gary Littlefield [1]	Marty McKee [2]	Dick Hughes [2]	Berry Nichols [1]	Paul Reckert [2]
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - June 2013	Roger Mize [2]	Matt Rochester [1]	Bob DuBose [1]	Mike Willimon [2]	Harry Tollison [2]		
Conservation Bank Board	2-381	Appointed by Category		2X	YES	Jan - June 2013	Shea Airey [1]	Andy Lee [1]	Rocky Nation [1]	Marvin Prater [1]	VACANT	VACANT	Ed Land [1]
Economic Development Commission	24-31	5 - 0	YES	3X	YES	Jan - June 2013	Dave Elordge [1]	VACANT	Hank Field [3]	Dickson [3]	Gene Blair [2]		
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - June 2013						Allen D. Boogs [1]	VACANT
Library Board	4-9-35 / 18-1	0 - 8	YES	2X	YES	Jan - June 2013	Daniel Day [2], Ellis Hughes [2], B. Hetherington [1], H McPheeters [1], A. Champion [1], P Taylor [1]				Martin Adelberg [1], William Caster [1], Sally Long [1]		
PRT Commission <small>(members up for reappointment due to trial stage)</small>	6-4-25 / 2-381	Appointed by Industry		2X	YES	June 2013	Brian Greer [2], Rosemary Bailes [2], JoAnne Blake [2]			Becky Wise [1], Rick Lacey [1], David Lavere [1], Mike Wallace [1]			
Planning Commission	6-29-310 / 32-4	5 - 2	YES	N/A	YES	February 2013	Andrea Helfer	Bradley Hancox	William Guster	Bud Chidress	Ryan Honea	Gwen McPhail	John Lyle
Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr.	June 2014	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Fred Hamilton [1], Joan Black [1], Jere DuBois [1]						
Capital Project Advisory Committee	2-391	CC, PC, Infra, 2 @ Lg	NO	3X	1 yr	May 2012	Council Representative Corbeil [2], Planning Commission GMcPhail [1], Infrastructure Advisory Representative Bwinchester [1]					John Rau [2]	David Mead [2]
Infrastructure Advisory Commission	34-1	N/A	NO	N/A	NO	January	Council Representative Appointed Annually						
ACOG 80D				N/A	NO	JAN 2013	Council Rep. CC CHAIR or designee [yearly], 2 yr terms Citizen Rep. Bob Winchester, Minority Rep. Bennie Cunningham						
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open						

[#] denotes term. [2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.
 [SHADING] = reappointment requested - questionnaire on file Denotes individual who DOES NOT WISH TO BE REAPPOINTED
 Bold *ITALICS* TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

**OCONEE COUNTY BOARD / COMMISSION / COMMITTEE
CANDIDATE LISTING**

	DX	AT LARGE	Reappoint Request	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	EDUCATION	TOURISM & REC.	Questionnaire Received Date
Abbott, Julian	1	Yes					x		x	May 2012
Amsden, Gregory	1						x			May 2012
Buddin, Glenn	1	Yes					x			
Bush, Lauraleigh	1						x			January 2013
Denny, Keith	1						x			
Fuller, Donald	1	Yes					x			
Hehir, Michael	1	Yes					x			December 2012
Jacobson, Maria	1							x		January 2013
Lengyel, Edward	1	Yes					x			
Little, John	1	Yes					x			
Lovely, Linda	1						x			May 2012
MacLeod, Steven	1				x	x				
Martin, Lynn	1	Yes					x			
McKioben, James	1				x					
McMahan, Marie	1							x		December 2012
Mouw, James W.	1			x	x	x	x			November 2012
Owen, Donald	1	Yes					x			
Phyllis, Darren	1				x	x		x		December 2012
Smith, Charles	1	Yes			x	x				
Soper, Phillip	1						x			May 2012
Watson, Susan	1						x			
Allen, John W.	2	NO					x			
Graham, William	2	Yes			x	x				May 2012
Hedden, David	2						x			
King, Stanley	2	Yes			x	x				January 2013
Lee, Andy	2		Yes			x	CONSER			November 2012
Martin, Lisa	2							x		January 2013
Miller, Thelma	2						x			October 2012
Mize, Roger	2		Yes			AERO				December 2012
Moss, Luther	2						x	x	x	May 2012
Nichols, Betsy **	2	Yes	Yes	x	x	BZA	x	x	x	May 2012
Richards, Charles	2						x			January 2013
Stephens, Kyle	2	Yes					x			
Wilbanks, Charles	2	Yes				x	x		x	
Wilson, Duane	2	Yes				x	x		x	
Workman, Neal	2					x				October 2012
Adams, Brit	3	Yes					x			
DuBose, Bob	3		Yes			BLDG				December 2012
Gister, William A.	3		Yes				PLAN			October 2012
Horton, Laurel	3							x		January 2013
Littlefield, Gary	3		Yes			BZA				
Nicholson, Grant	3						x			
Roth, Doug	3	Yes					x			

**OCONEE COUNTY BOARD / COMMISSION / COMMITTEE
CANDIDATE LISTING**

	DX	AT LARGE	Reappoint Request	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	EDUCATION	TOURISM & REC.	Questionnaire Received Date
Bayless, Brian	4					x	x			August 2012
Bayless, Peggy	4	Yes					x			May 2012
Cain, Richard	4	Yes					x			
Dunn, Kenneth	4					x				May 2012
Linsin, Larry	4	Yes					x			
Powell, Stanley	4					x	x			September 2012
Sanders, Jenny	4						x			June 2012
Ables, Frank	5						x			
Carr, Deborah	5							x	x	January 2013
Mast, Samuel	5					x				
McPhetters, Gian	5					x	x			December 2012

Mr. Mize submitted a questionnaire for reappointment to the Aeronautics Commission **HOWEVER** he is not eligible to serve a third term on this Commission.

Mr. Workman submitted questionnaire. He currently serves on Building Codes Appeal Board **HOWEVER** he will complete his 2nd of two terms the end of 2012 and is not eligible for reappointment to the Building Codes Appeal Board. He may be appointed to another board and/or commission.

Areas of Interest (please check one or more)

Board/Commissions Applicable to Interests

Aeronautics	Aeronautics Commission
Public Safety; Health & Welfare	Anderson-Oconee Behavior Health Services Commission Emergency Services Commission
Regulatory	Building Codes Appeal Board Parks, Recreation & Tourism Commission Board of Zoning Appeals
Planning Activities	Appalachian Council of Governments Board of Directors Board of Zoning Appeals Capital Project Advisory Committee Conservation Bank Board Economic Development Commission Planning Commission Scenic Highway Committee
Education	Arts & Historical Commission

Sec. 2-400. - Board.

- (a) The bank will be governed by a seven-member board ("board") appointed by Oconee County Council in accordance with the following requirements:
- (1) Each board member's primary residence shall be located in Oconee County; and
 - (2) At least one of the appointed board members shall be from each of the county council districts; and
 - (3) At least one of the appointed board members shall be a board member or executive officer of a charitable corporation or trust authorized to do business in this state that is one of the following: (i) actively engaged in the acquisition of interests in land from voluntary sellers for the purposes of natural resource or land conservation in Oconee County; or (ii) is organized for historic or cultural preservation purposes; or (iii) is an organization that represents hunting, fishing or outdoor recreation interests; and
 - (4) At least one of the appointed board members shall be an owner of rural real property who is actively engaged in the management and operation of forestlands, farmlands, or wildlife habitat; and
 - (5) At least one board member shall be actively engaged in one of the following: (i) the real estate business; or (ii) the business of appraising forestland, farmland, or conservation easements; or (iii) the business of banking, finance or accounting; or (iv) a licensed attorney admitted to practice before the South Carolina Supreme Court with an emphasis in real estate or land use law.
 - (6) To the extent possible, all appointed board members should have a demonstrated background, experience, and interest in the conservation of lands with significant natural, cultural and/or historical resources.
- (b) The initial terms of the at-large board members shall be for two years, the terms of the board members from county council district numbers 1, 3 and 5 shall be for three years, and the terms for the board members from county council district numbers 2 and 4 shall be for four years. Thereafter, all terms shall be for four years. All members may be reappointed. Vacancies shall be filled for the unexpired portion of the term.
- (c) Members shall serve without compensation, but may receive such mileage and per diem as may be authorized and appropriated by Oconee County Council. The Board shall elect a chair and other officers as the Board deems necessary. The Board shall adopt rules and procedures to conduct its meetings, consistent with those used by county council.
- (d) The board is a public body and its members are hereby expressly subject to, among other applicable laws and regulations, the South Carolina Ethics Act, and the South Carolina Freedom of Information Act, as amended, and shall perform their duties in accordance with their provisions.
- (e) The board shall meet at least three times per year in regularly scheduled meetings and in special meetings as the chair may call, all open to the public (except for executive sessions when duly held in accordance with law). All meetings shall be conducted in accordance with the South Carolina Freedom of Information Act.

(Ord. No. 2011-16, § III, 9-6-2011)



Oconee County
Council Office



T. Scott Moulder
Administrator

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864 718 1025
Fax: 864 718 1024

E-mail
tlwuse@occonecounty.com

Paul Corbett
Vice Chairman
District I

Wayne McCall
District II

Archie Barron
District III

Joel Thrift
District IV
Chairman

Reginald F. Dexter
District V



.....LEGAL AD.....

**PLEASE ADVERTISE IN THE NEXT ISSUE
OF YOUR NEWSPAPER**

The Oconee County Council will hold a Public Hearing for Ordinance 2012-35 *(Lanell Request)* and Ordinance 2012-36 *(Gladya Circle Request)* both captioned "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO" on Tuesday, February 19, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.

Citizens wishing to speak regarding these ordinances may do so by signing up at the meeting. Written comments may be submitted at any time prior to the hearing for inclusion in the official record. Submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Beth Hulse

From: Beth Hulse
Sent: Wednesday, January 23, 2013 3:18 PM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: Publishing: 2012-35, 36 - 2-19-13
Attachments: 012313 - PH 2012-35, 36, 2-19-13.doc

Please run at your earliest convenience.
Thanks.

Elizabeth G. Hulse

Clerk to County Council

Oconee County Administrative Offices

415 South Pine Street

Walhalla, SC 29691

864-718-1023

864-718-1024 [fax]

bhulse@oconeesc.com

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Beth Hulse

From: Beth Hulse
Sent: Wednesday, January 23, 2013 3:20 PM
To: Andrew; Beth Hulse; Chad Dorsett; Greenville News (localnews@greenvillenews.com); Kevin; LaDonna Becker (ladonna@dailyjm.com); Norman Cannada (ncannada@upstatetoday.com); Ray Chandler; Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dick.mangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com)
Subject: Public Hearing for Ordinances 2012-35 & 2012-36 on 2/19/13

The Oconee County Council will hold a Public Hearing for Ordinance 2012-35 (LaMill Request) and Ordinance 2012-36 (Gladys Circle Request) both captioned "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO" on Tuesday, February 19, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

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Elizabeth G. Hulse

Clerk to County Council

Oconee County Administrative Offices

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Ag agency seeks \$14M for farmers market

COLUMBIA (AP) — The S.C. Department of Agriculture is asking legislators for \$14.4 million to own a bigger share of the State Farmers Market.

Agriculture Commissioner Hugh Weathers told a House panel Wednesday the agency wants to buy seven pieces of property totaling 30.5 acres. That would boost the state's ownership to 70 acres, or 51 percent of the market in West Columbia.

It's the second year Weathers has sought money for the market's next phase, though the cost is lower. Last year's request was \$16.3 million.

The House last year said its budget writers hadn't studied the idea, as the request came later during the Senate's budget process.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Oconee County, South Carolina (the "County"), during the 6:00 p.m. meeting of Oconee County Council on February 19, 2013, at the Council Chamber of Oconee County Council, 415 South Pine Street, Walhalla, South Carolina.

The purpose of the public hearing is to consider Ordinance 2013-04 authorizing the issuance and sale of general obligation bonds (the "Bonds") of the County in the aggregate principal amount of not exceeding \$2,600,000, the proceeds of which shall be applied to defray all or a portion of the costs of design, acquisition, site-work, construction and installation, as applicable, of improvements and infrastructure related to the Echo Hills Commerce Park, including: approximately 300,000 square-foot pad; approximately 50,000 square-foot pad; roads, curbs, drainage and stormwater facilities; intersection improvements; internal utilities; civil design and sitework relating to the foregoing; and the costs of issuance of the Bonds.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Bonds and a tax, without limit, will be levied and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

OCONEE COUNTY, SOUTH CAROLINA

force (11) and new all
he bragged about his
immigration bill. And
Obama's White House
spokesman advised that
he, Obama, would be
flying around the USA to
explain his bill. Unfortu-
nately his plausibility is
unbounded in the eyes of
those who are duped by
his convincing deport-
ment. We know who

They told The Journal on Tuesday
they plan to begin construction
in early 2014 and will be ready to
open the first phase of the project
in 2016.
That sounds like a long way off,
but the economic impact it could
create will begin when the first
shovel of dirt is turned.
Oconee County Economic
Development Director Richard

development is expected to
is many as 650 permanent
(the area and another 400
construction jobs during the
ing phase.
South Carolina Budget and
Board, after postponing a
1st month, finally gave the
lead for the project with a
approval Tuesday in Columbia.
the final hurdle in

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OCONEE COUNTY, SOUTH CAROLINA