



Public Comment SIGN IN SHEET

July 21, 2015 ~ ~ ~ 6:00 PM

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 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.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	JAMES P. BENNETT	TIMM HART-SAND OBTAINMENT
2	Ward Fetrovas	SENHC
3	John Daben	MEAS
4	Ryan Honko	
5	MIKE HAMOR	GREAT OUTDOORS
6	DAVID WINSIN	BESTINATION @ CONEE
7	Dick Hughton	2015-22
8	Valerie Galine	DISKINATION QUEENEE
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13	Barry Nichols	OUTDOORS / DESTINATION
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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.



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PLEASE PRINT

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SOUTH CAROLINA GENERAL ASSEMBLY

Legislative Audit Council

*Presented by
Nard Ferrow*

February 2011

**A REVIEW OF THE
S.C. NATIONAL HERITAGE
CORRIDOR: A PROGRAM OF
THE DEPARTMENT OF PARKS,
RECREATION AND TOURISM**



Internal Audit of Corridor Management and Expenditures — 2006

In 2006, the Department of Parks, Recreation and Tourism's Internal Auditor conducted an audit of the private, nonprofit S.C. National Heritage Corridor. Since the Corridor was the management entity for the program and had received state and federal funds to administer the program, the agency's auditors reviewed expenditures made by the entity from July 1, 2004, through December 31, 2005. The audit found that "[m]any of the deficiencies appearing in the report indicated clearly, a limited knowledge and understanding of applicable State and Federal Regulations by both SCNHC [the management entity] and SCPRT staff."

Table 2.1 provides examples of expenditures that PRT's auditors questioned.

Table 2.1: Examples of Questioned Expenses Documented in PRT's Internal Audit

EXAMPLES OF CORRIDOR EXPENSES	AMOUNT
Luncheons, Christmas Meals, Receptions, Tours	\$26,955
Catering Services	\$14,912
Santa Suits, Hot Dog Warner, Gift Certificates	\$9,531
Wine/Alcohol Bar Tabs for Meetings	\$5,568
Gala – Decorating, Give-aways	\$6,000
Credit Card Expenditures without Receipts	\$3,498
Entertainment (band)	\$600

65,112

In addition, the auditors found that the entity had awarded grants to itself. The grants, totaling more than \$50,000, were for brochures, marketing, maps and other expenses. While the Board's Director challenged this finding, the audit indicated that supporting documentation was not made available to resolve the challenge.

In 2006, before the audit was finalized, PRT took corrective action and required that, among other actions, fiscal management of the corridor be transferred to PRT. Staff of the Corridor became PRT employees and the director reported to the PRT executive director. Additional changes were made to the State Board's practices including requiring formal minutes, hiring legal counsel and developing written policies.

However, questionable state and federal funds that the Corridor Board expended were not repaid. We asked PRT management why the private, nonprofit Corridor was not required to repay the state for these expenses. PRT's director of finance stated that funds were not required to be repaid for three reasons:

- First, state and federal funds were commingled with private funds. "All the funds were deposited and expended from the same account. Therefore, with the lack of detail and separation of funds we were unable to entirely distinguish the source of funds and therefore we did not make any adjustments to the federal reporting."
- Second, some expenditures dealt with violations of the state procurement code. PRT stated that "[w]e did not make adjustment to the federal report since that year (2002 was the year the grant was paid) had closed before the final audit report issued January 8, 2007."
- Third, "There was some dispute as to the interpretation of the A-87 [federal cost guidelines] relating to advertising and public relations costs when part of the enabling legislation from congress explicitly states 'Featured programs and activities such as tours, museums, and festivals take place through voluntary efforts coordinated by the areas' management entities.' Therefore, no adjustments were made to the federal reports for expenditure or matching funds information."

We found that questionable expenditures could have been prevented if the Department of Parks, Recreation and Tourism had examined Board requests for reimbursements. One request for reimbursement that PRT paid included itemized expenditures for alcoholic beverages and other items should not be paid for with public funds.

We could find no reason why PRT should not have aggressively pursued repayment of these expenses. In addition, we could find no evidence that staff were held accountable.

Internal Audit Not Provided to Board Members

In April 2006, the Corridor's Board of Directors was informed that an internal audit of the Corridor was underway, and that funds spent for marketing, advertising, or educational programs were being questioned by auditors. There was no evidence that the Board was informed at that time that public funds were spent on other questionable expenses.

The final audit was provided to the board's chair and vice chair and discussed with them. According to PRT management, the board chair did not provide the report to all board members.

John Dalen champions a lawsuit

October 28, 2014

A Westminster businessman who has been fighting a bank's attempt to foreclose on his home is spreading the word about a lawsuit that originated nearly 300 miles away. And John Dalen says if the plaintiffs succeed, it could mean money for Oconee County government. At a recent Oconee County Council meeting, Dalen handed out copies of a lawsuit that challenges the use by banks of an electronic system to register deeds that avoids paying deed recording fees to counties. The lawsuit, brought by Beaufort County officials, names atop its list of defendants the Merscorps Holdings, known as "MERS." Dalen calls "MERS" a private deeded recording system created by banks and, that he says, deprives counties of recording fees. The suit was filed last year and, since that time, parties have argued which court, federal or state, should take jurisdiction. The result, according to an attorney for Beaufort County, is an agreement for South Carolina Chief Justice Jean Toal to assign the case to the newly-created South Carolina Business Court. That court was established this year by the state Supreme Court to hear cases with complex issues.

- See more at: <http://www.wgog.com/john-dalen-champions-a-lawsuit/#sthash.FXw94bl1.dpuf>

Pre-trial ruling favors the plaintiffs

May 29, 2015

A 10th circuit judge has issued a pre-trial ruling in a civil case brought on behalf of five low state counties. The counties of Allendale, Beaufort, Colleton, Hampton and Jasper are alleging that the national electronic registry MERS and its member banks have corrupted a traditional land records system and replaced it with a controversial electronic data registry. Based on a recent hearing in Oconee County, Judge Lawton McIntosh denied the request by MERS and the banks to dismiss all claims made by the counties. McIntosh's ruling is seen as an initial ruling that keeps the case alive and clears a hurdle on the way to trial. One of the plaintiffs by name is Dale Butts, the Beaufort registrar of deeds who earlier held the same position in Oconee County. Oconee is not one of the plaintiffs, but Westminster businessman John Dalen has urged Oconee County Council to take an interest in the case because one of the potential outcomes could mean money for the county's coffers. According to a Beaufort law firm representing the plaintiffs, the counties also allege that MERS and the banks "have been and continue to file fraudulent and inaccurate documents in an attempt to push through home foreclosures and to deal with chain of title issues."

- See more at: <http://www.wgog.com/pre-trial-ruling-favors-the-plaintiffs>

By Steven Bradley
The Journal

WALHALLA — Oconee is exploring the possibility of joining five counties from the Lowcountry in a civil case against a national mortgage registration system and its member banks.



Cain

District 3 council member Paul Cain made a motion at Tuesday night's meeting that council direct administrator Scott Moulder to look into the lawsuit and whether it would be in the county's best interest to join the plaintiff counties.

Cain's motion came after Westminster resident John Dalen urged the council to take a hard look at the Mortgage Electronic Registration Systems lawsuit, and it passed unanimously.

The lawsuit alleges that MERS and its member banks corrupted and destroyed the centuries-old land records system and put in its place a recording system with the MERS electronic data registry.

"They have an excellent case, and I believe that as a matter of law they will ultimately prevail. This is an issue where we should be investing our otherwise often-squandered legal resources," Dalen said.

Dalen said he believed council had failed to understand the importance of the MERS case, not just in its monetary implications, but because along with other "schemes" — such as zoning and Common Core — the issue helps comprise "the bigger picture of a nation that's being robbed of its freedom." "Corporate greed has combined with the power of government to chip away at the very foundations of our freedom," Dalen said.

According to a letter presented by Dalen from attorney Jim Scheider of the Bluffton law firm of Vaux, Marscher and Berglind, the suit was filed on behalf of Allendale, Beaufort, Colleton, Hampton and Jasper counties, and the firm seeks additional counties in the state to join the litigation.

MERS was created and is owned by most of the major banking institutions in the country, according to the firm.

A judge in the S.C. Business Court has denied the request by MERS and the banks to dismiss the counties' claims. Without judge Lawton McIntosh's determination, the cases would have ceased, according to a report in the Jasper County Sun Times.

"Judge McIntosh's order denying the motions to dismiss the issues raised by the counties was an early but essential hurdle we had to cross with the real battles to come in the future as we continue to press our claims against MERS and its member banks," Scheider said.

Scheider is one of two attorneys for the counties in the case against "no less than 25 attorneys from around the country representing MERS and its member banks," his letter states.

The counties' complaint also accused MERS and the banks of filing fraudulent and inaccurate documents in an effort to bring about foreclosures and to respond to a chain of title issues.

"The MERS System has all but collapsed this system throughout the United States, including South Carolina," the complaint states.

—
sbradley@upstatetoday.com | (864) 973-6685

STATE OF SOUTH CAROLINA
OCONEE COUNTY
PROCLAMATION P2015-08

**A PROCLAMATION HONORING MR. TOMMY ADAMS FOR HIS FIFTY
YEARS OF PUBLIC SERVICE TO OCONEE COUNTY**

WHEREAS, Mr. Adams was a founding member in 1964 of the Fair Play Fire Department, and

WHEREAS, Mr. Adams has been an active and valuable member of the fire department and currently serves on the departments Board of Directors, and

WHEREAS, Mr. Adams was born October 28, 1934 in Hart County Georgia and has resided in Fair Play since 1956. He is married to Betty and they have two children, Tammy and Steven. Tommy and Betty are active members of Beaverdam Baptist Church in Fair Play and beloved members of their community, and

WHEREAS, Mr. Adams was employed by and retired from the Anderson County School District 5, and

WHEREAS, Mr. Adams daughter, Tammy, joined Fair Play Fire Department in 1989 and was one of the first female firefighters certified to interior level operations in Oconee County, and

WHEREAS, Mr. Adams son, Steven, also joined Fair Play Fire Department in 1989, has had extensive fire and rescue training and is currently serving as Assistant Chief for the department.

THEREFORE, we the Oconee County Council do hereby wish to honor Mr. Tommy Adams for his fifty years of dedicated public service to the citizens of Oconee County.

APPROVED AND ADOPTED this 21st day of July, 2015.

OCONEE COUNTY, SOUTH CAROLINA

Wayne McCall
Chairman of County Council
Oconee County, South Carolina

ATTEST:

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



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: July 21, 2015 6:00 p.m.**

Ordinance 2015-19 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE FINANCE AGREEMENT AMONG OCONEE COUNTY, SOUTH CAROLINA, US BUILDING INNOVATIONS, INC AND FOOTHILLS INVESTORS LLC (FORMERLY KNOWN TO THE COUNTY AS PROJECT CRYSTAL), WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL RECEIVE CERTAIN INFRASTRUCTURE CREDITS IN RESPECT OF INVESTMENT IN RELATED INFRASTRUCTURE, AND OTHER MATTERS RELATED THERETO"

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

Public 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. Recalcitrance 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 commissions appointed by Council should do so in an appropriate manner.

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available fifteen minutes prior to the hearing for those interested in addressing Council.

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

Please submit written comments to the Clerk to Council, 413 South Pine Street, Walhalla, South Carolina, 29691

Please PRINT your name

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None

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: July 21, 2015
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Third Reading of Ordinance 2015-19 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE-FINANCE AGREEMENT AMONG OCONEE COUNTY, SOUTH CAROLINA, US BUILDING INNOVATIONS, INC. AND FOOTHILLS INVESTORS LLC (FORMERLY KNOWN TO THE COUNTY AS PROJECT CRYSTAL), WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL RECEIVE CERTAIN INFRASTRUCTURE CREDITS IN RESPECT OF INVESTMENT IN RELATED INFRASTRUCTURE, AND OTHER MATTERS RELATED THERETO."

Second Reading of Ordinance 2015-20 "AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SEC. 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

The Oconee Economic Alliance, on behalf of the County, has worked with this company's leadership to secure this capital investment and job-creation opportunity for our community. This company specializes in the production of advanced coatings and cleaners, is expanding its Upstate South Carolina operations with a new facility in Oconee County. This firm will invest \$1,020,000 in the project and create 31 new jobs over five years. This ordinance would put into place the agreed upon infrastructure tax credit (i.e. special source revenue credit). It will also establish a multi-county industrial park (MCIP) standing associated to this economic development project with Pickens County.

SPECIAL CONSIDERATIONS OR CONCERNS (only if applicable):

N/A

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

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council approve Ordinance 2015-19 on third and final reading and Ordinance 2015-20 for second reading as presented.

Submitted or Prepared By:



Approved for Submittal to Council:



Department Head/Elected Official

F. 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 Official's 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
OCONEE COUNTY
ORDINANCE 2015-19

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE FINANCE AGREEMENT AMONG OCONEE COUNTY, SOUTH CAROLINA, US BUILDING INNOVATIONS, INC. AND FOOTHILLS INVESTORS LLC (FORMERLY KNOWN TO THE COUNTY AS PROJECT CRYSTAL), WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL RECEIVE CERTAIN INFRASTRUCTURE CREDITS IN RESPECT OF INVESTMENT IN RELATED INFRASTRUCTURE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is authorized by Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended (the "Multi-County Park Act"), to enter into agreements with one or more contiguous counties for the creation and operation of joint county industrial and business parks, whereby the industrial 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; and

WHEREAS, the County is authorized by Section 4-1-175 of the Multi-County Park Act to provide infrastructure credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in infrastructure enhancing the economic development of the County, including improvements to real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise, within the meaning of Section 4-29-68, Code of Laws of South Carolina 1976, as amended ("Infrastructure"); and

WHEREAS, the County Council of Oconee County ("County Council") has agreed to assist US Building Innovations, Inc., a Wyoming corporation (the "Operating Company") and Foothills Investors LLC, a South Carolina limited liability company (the "Landlord") and together with the Operating Company, the "Company") (formerly known to the County as Project Crystal), in the establishment by the Company of a manufacturing and research and development facility in the County (the "Project") by (i) maintaining the Company in a joint county industrial and business park established by the County with an adjoining South Carolina county pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act (a "Park") and (ii) pursuant to the Section 4-1-175 of the Multi-County Park Act, providing for certain infrastructure credits against payments in lieu of taxes by the Company from and with respect to the Project in qualified Infrastructure used in the establishment and operation of the Project; and

WHEREAS, the Company has represented that its combined aggregate investment in the Project by December 31, 2020 is expected to be at least \$1,020,000, and that it expects to create up to 31 jobs; and

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act, the County has previously entered into or will enter into an agreement with an adjoining South Carolina county adding the plant to a Park, and pursuant to such agreement, the Company will be obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, the County Council has agreed, pursuant to Section 4-1-175 of the Multi-County Park Act, to provide infrastructure credit financing of the Infrastructure with respect to the Project by providing a credit to the Company against payments in lieu of taxes for the Project in the Park (the "FILOT Payments") in an annual amount equal to thirty percent (30%) of the FILOT Payments for the Project in the Park, for a period of ten (10) consecutive years, beginning with the FILOT Payment to be first payable on or before the January 15 immediately following the year immediately following the first year in which any portion of the Project is first placed in service for the Project in the Park, all subject to the Company meeting the investment set forth herein, and all as set forth more fully in the Infrastructure Finance Agreement between the County and the Company presented to this meeting (the "Infrastructure Agreement"); and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

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

NOW, THEREFORE, BE IT ORDAINED, by the County Council of Oconee County, in meeting duly assembled, as follows:

Section 1. The Chairman of the County Council and the County Administrator, for and on behalf of the County, are hereby authorized to execute and deliver the Infrastructure Agreement, in substantially the form attached hereto, or with such minor changes as are not materially adverse to the County and as such officials shall determine and as are not inconsistent with the matters contained herein, and are directed to do any thing otherwise necessary to effect the execution and delivery of the Infrastructure Agreement and the performance of all obligations of the County under and pursuant to the Infrastructure Agreement.

Section 2. 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 3. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

Enacted in meeting duly assembled this 21st day of July, 2015.

(SEAL)

By: _____

Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____

Clerk to County Council
Oconee County, South Carolina

First Reading:	June 2, 2015
Second Reading:	June 16, 2015
Third Reading:	July 21, 2015
Public Hearing:	July 21, 2015

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

I, the undersigned Clerk to County Council of Oconee County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of June 2, 2015, June 16, 2015 and July 21, 2015, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, County Council of Oconee County

Dated: July __, 2015

INFRASTRUCTURE FINANCE AGREEMENT

among

OCONEE COUNTY, SOUTH CAROLINA,

and

US BUILDING INNOVATIONS, INC.
a Wyoming corporation

and

FOOTHILLS INVESTORS LLC
a South Carolina limited liability company

Dated as of September 1, 2015

INFRASTRUCTURE FINANCE AGREEMENT

THIS INFRASTRUCTURE FINANCE AGREEMENT, dated as of September 1, 2015 (the “Agreement”), among **OCONEE COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and **US BUILDING INNOVATIONS, INC.**, a corporation organized and existing under the laws of the State of Wyoming (the “Operating Company”), **FOOTHILLS INVESTORS LLC**, a limited liability company organized and existing under the laws of the State of South Carolina, (the “Landlord”) (the Operating Company and the Landlord, individually, a “Company”, and collectively, the “Companies”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized by Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure Credit Act”), to provide infrastructure credit financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County, all within the meaning of Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure”); and

WHEREAS, the Operating Company will operate the Project (as defined below) on the land in the County described in Exhibit A hereto, owned by the Landlord (the “Land”); and

WHEREAS, the Companies have represented that they intend to invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a processing facility in the County (the “Project”), which will result in an expected aggregate investment of at least \$1,020,000 and the creation of at least 39 net new, full-time, jobs (with benefits), all by December 31 of the fifth (5th) year after the year in which any portion of the Project is first placed in service (the “Investment Period”); and

WHEREAS, the County and Pickens County have established a joint county industrial and business park (the “Park”) by entering into an Agreement for the Development of Joint County Industrial/Business Park dated as of September 1, 2015 (the “Park Agreement”), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 Code of Laws of South Carolina 1976 (collectively, the “Multi-County Park Act”), as amended, and have designated the Land as being included within the Park, and the County desires to cause the Park to continue to be located in the Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Infrastructure Credit Act as provided herein; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Companies are obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes, or, if applicable, any negotiated payments in lieu of taxes pursuant to the Code of Laws of South Carolina 1976, as amended, including Title 12, Chapter 44 thereof (the “FILOT Act”), that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain credits to the Companies in respect of the Companies' investment in the Infrastructure with respect to the Project, and is delivering this Agreement in furtherance thereof; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on July 21, 2015, following conducting a public hearing on July 21, 2015;

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Companies agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"Agreement" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

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

"Companies" and *"Company"* shall have the meaning set forth with respect to such term in the recitals to this Agreement.

"Cost of the Infrastructure" shall mean to extent permitted by law, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; (e) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the cost of the Infrastructure.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

"Fee Payments" shall mean the payments in lieu of taxes made by the Companies with respect to the Project by virtue of the Project's location in (a) the Park or (b) in any joint county industrial park created by the County and a partner county pursuant to the Park Agreement qualifying under Section 4-1-170 of the Multi-County Park Act or any successor provision.

"FILOT Act" shall mean Title 12, Section 44, of the Code.

“Infrastructure” shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

“Infrastructure Credit Act” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Infrastructure Credits” shall mean the credits to the Fee Payments in respect of the Companies’ investment in Cost of the Infrastructure set forth in Section 3.02(a) hereof.

“Investment Period” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Investment Target” shall mean the investment by the Companies of at least \$1,020,000 in the Project.

“Land” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Landlord” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

“Operating Company” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Ordinance” shall mean the ordinance enacted by the County Council on April 1, 2014, authorizing the execution and delivery of this Agreement.

“Park Agreement” shall mean the Agreement for Development of Joint County Industrial/Business Park dated as of September 1, 2015 between the County and Pickens County, South Carolina, as the same may be further amended or supplemented from time to time or such other agreement as the County may enter with respect to the Project to offer the benefits of the Infrastructure Credit Act to the Companies hereunder.

“Park” shall mean (i) the joint county industrial park established pursuant to the terms of the Park Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the Act, or any successor provision, with respect to the Project.

“Person” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“Project” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Infrastructure Credits to reimburse the Companies for a portion of the Cost of the Infrastructure for the purpose of promoting economic development of the County.

(c) To the best knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

SECTION 2.02. Representations and Covenants by the Company. The Companies make the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Operating Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Wyoming and qualified to do business in the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) The Landlord is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which either of the Companies are now a party or by which either is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of either Company, other than as may be created or permitted by this Agreement.

(d) The Companies shall use commercially reasonable efforts to cause the Investment Target to be achieved during the Investment Period.

(e) To the best knowledge of the Companies, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Companies to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which either Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Companies is there any basis therefore.

SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County acknowledges that the Park Agreement will expire pursuant to its terms on December 1, 2040 (the "Original Termination Date"). In the event of any early termination of the Park Agreement or the termination of the Park Agreement on the Original Termination Date, the County agrees to use its best reasonable efforts to cause the Project, at the Companies' expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Infrastructure Credit shall be payable under this Agreement.

(c) The County covenants that it will from time to time, at the request and expense of the Operating Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III

INFRASTRUCTURE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure.

The Companies shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

SECTION 3.02. Infrastructure Credits.

(a) In order to reimburse the Companies for a portion of the Cost of the Infrastructure with respect to the Project, commencing with the annual Fee Payment to be first payable on or before the January 15 immediately following the year immediately following the first year in which any portion of the Project is first placed in service, the County shall provide to the Operating Company and the Landlord Infrastructure Credits for a period of ten (10) consecutive years in an amount equal to thirty percent (30%) of that portion of Fee Payments payable by the Operating Company and the Landlord with respect to the Project (that is, with respect to investment made by the Companies in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the Park Agreement.

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Operating Company or the Landlord be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which an Infrastructure Credit is taken.

(c) In no event shall the aggregate amount of all Infrastructure Credits claimed by the Operating Company and the Landlord exceed the amount expended by them collectively with respect to the Infrastructure at any point in time. The Operating Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit B. Further, any amount of reimbursement of the Operating Company or the Landlord for Infrastructure expenditure by way of an Infrastructure Credit may not be duplicated through an infrastructure credit to the other Company for the same expenditure.

(d) Should the Investment Target not be met by the end of the Investment Period, any infrastructure credits otherwise payable under this Agreement shall no longer be payable by the County, and the Companies shall be retroactively liable to the County for the amount of the infrastructure credits previously received by the Companies, plus interest at the rate payable for late payment of taxes.

(e) As provided in Section 4-29-68 of the Code, to the extent any Infrastructure Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(f) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY

OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(g) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) A copy of the Park Agreement, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(c) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Operating Company or the Landlord. Subject to the provisions of Section 7.01 hereof, the County hereby acknowledges that the Companies may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Operating Company or the Landlord of any of its interest in this Agreement to any other Person shall require the prior written consent of the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Infrastructure Credits to the Operating Company or the Landlord, as the case may be, or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Infrastructure Credits under the Infrastructure Credit Act.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Infrastructure Credits hereunder to any other Person, except as may be required by South Carolina law.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If the County or either Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or either Company, respectively, specifying the failure and requesting that it be remedied is given to the County by a Company, or to the Companies by the County, by first-class mail, the County or the Companies, respectively, shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Remedies and Legal Proceedings by the Companies or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Companies or the County, as the case may be, in their discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit upon this Agreement;
- (c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the County or either Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the County or either Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Infrastructure Credits provided for herein have been credited to the applicable Company.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the County and the Companies.

Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Companies any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Companies.

SECTION 6.04. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement, the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of the County or the Companies.

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Companies or any of their officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Infrastructure Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.06. Notices.

All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

(a) if to the County: Oconee County, South Carolina
Administrative Services
415 S. Pine Street
Walhalla, SC 29691
Attn: County Administrator

with a copy to:
(which shall not
constitute notice
to the County)

Oconee County, South Carolina
Administrative Services
415 S. Pine Street
Walhalla, SC 29691
Attn: County Attorney

(b) if to the Operating Company: US Building Innovations, Inc.
Post Office Box 23
391 Newry Road
Newry, South Carolina 29665
Attn: Erin T. Roussey, President

with a copy to:
(which shall not
constitute notice
to the Companies)

Haynsworth Sinkler Boyd, P.A.
ONE North Main, 2nd Floor
Greenville, South Carolina 29601
Attn: Seph Wunder, Esq.

(b) if to the Landlord:

Foothills Investors LLC
c/o US Building Innovations, Inc.
Post Office Box 23
391 Newry Road
Newry, South Carolina 29665
Attn: Erin T. Roussey, President

with a copy to:
(which shall not
constitute notice
to the Companies)

Haynsworth Sinkler Boyd, P.A.
ONE North Main, 2nd Floor
Greenville, South Carolina 29601
Attn: Seph Wunder, Esq.

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Companies shall also be given to the others. The County and the Companies may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.11. Indemnity.

(a) Notwithstanding the fact that it is the intention of the parties that the County, its members, officers, elected officials, employees, servants and agents (collectively, the "Indemnified Parties") shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Infrastructure Credits, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by the Companies, or by reason of the County's relationship to the Project or by the operation of the Project by the Companies, including all claims, liabilities or losses arising in connection with the violation of any

statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Operating Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Operating Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Agreement by the County.

(b) Notwithstanding anything in this Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Companies, shall survive any termination of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Agreement to be executed by the Chairman of Oconee County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and US Building Innovations, Inc. and Foothills Investors LLC have caused this Agreement to be executed by their respective authorized officers, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman of County Council

ATTEST:

Clerk to County Council of
Oconee County, South Carolina

[Signature page 1 to Infrastructure Finance Agreement]

US BUILDING INNOVATIONS, INC.

By: _____

Name: _____

Title: _____

[Signature page 2 to Infrastructure Finance Agreement]

EXHIBIT B

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of US Building Innovations, Inc. (the "Operating Company"), do hereby certify in connection with the Infrastructure Finance Agreement dated as of September 1, 2015 (the "Agreement") between Oconee County, South Carolina and US Building Innovations, Inc. (the "Operating Company") and Foothills Investors LLC (the "Landlord"), as follows:

(1) As of December 31, 20__, the total amount of Infrastructure Credits received by the Operating Company and the Landlord is as follows:

(a)	Operating Company	\$ _____
(b)	Landlord	_____
(c)	Total Infrastructure Credits received	<u>\$ _____</u>

(2) As of December 31, 20__, the total amount of investment in Costs of Infrastructure by the Operating Company and the Landlord is not less than \$_____.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 20__.

US BUILDING INNOVATIONS, INC.

By: _____
Name: _____
Its: _____

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2015-20

AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SEC. 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO.

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

SECTION I: Oconee County is hereby authorized to jointly develop an industrial and business park with Pickens County (the "*Park*"). The Park shall be located initially on lands located in Oconee County only as authorized by Sec. 4-1-170 of the South Carolina Code of Laws 1976, as amended.

SECTION II: Oconee County will enter into a written agreement to develop the Park jointly with Pickens County in substantially the form attached hereto as Schedule I and incorporated herein by reference (the "*Park Agreement*"). The Chairman of Oconee County Council and the County Administrator are hereby authorized to execute the Park Agreement on behalf of Oconee County, with such changes thereto as the Chairman and/or County Administrator shall deem, upon advice of counsel, necessary and do not materially change the import of the matters contained in the form of agreement set forth in Schedule I.

SECTION III: The businesses or industries located in the Park will pay a fee in lieu of ad valorem taxes as provided for by law or as set forth in the Park Agreement. With respect to properties located in the Oconee County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Oconee County. That portion of such fee allocated pursuant to the Park Agreement to Pickens County shall be thereafter paid by the Treasurer of Oconee County to the Treasurer of Pickens County within ten (10) business days following the end of the calendar quarter of receipt for distribution in accordance with the terms of the agreement. With respect to properties located in the Pickens County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Pickens County. That portion of such fee allocated pursuant to the Park Agreement to Oconee County shall thereafter be paid by the Treasurer of Pickens County to the Treasurer of Oconee County within ten (10) business days following the end of the calendar quarter of receipt for distribution in accordance with the terms of the Park Agreement.

SECTION IV: Revenues generated from industries or businesses located in the Oconee County portion of the Park and to be retained by Oconee County pursuant to the Park Agreement shall be distributed within Oconee County in the following manner:

First, unless Oconee County elects to pay or credit the same from only those revenues which Oconee County would otherwise be entitled to receive as provided under "Third" below, to pay annual debt service on any special source revenue bonds issued by Oconee County pursuant to, or to be utilized as a credit in the manner provided in the second paragraph of, Section 4-1-175, Code of Laws of South Carolina 1976, as amended, or any successor statutes

or provisions, payable in whole or in part by or from revenues generated from any properties in the Park; and

Second, at the option of Oconee County, to reimburse Oconee County for any expenses incurred by it in the development, operation, maintenance and promotion of the Park or the businesses located therein or for the economic development of Oconee County;

Third, to those taxing districts which overlap the applicable properties within Oconee County's portion of the Park, in a pro-rata fashion based on comparative millage rates for the year in question of such taxing districts;

provided, that (i) all taxing districts which overlap the applicable properties within the Park shall receive some portion of the revenues generated from such properties; and (ii) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of such taxing entity; and (iii) the County may, by ordinance, from time to time, amend the distribution of the fee in lieu of tax payments to all taxing entities.

SECTION V: This Ordinance shall supersede and amend in its entirety any other ordinances or resolutions of Oconee County Council pertaining to the Park.

SECTION VI: Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION VII: This Ordinance shall be effective after third and final reading thereof.

Enacted in meeting duly assembled this 18th day of August, 2015.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

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

ATTEST:

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

First Reading: June 16, 2015
Second Reading: July 21, 2015
Third Reading: August 18, 2015
Public Hearing: August 18, 2015

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

I, the undersigned Clerk to County Council of Oconee County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of June 16, 2015, July 21, 2015 and August 18, 2015, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, Oconee County Council

Dated: August 18, 2015

SCHEDULE I

**AGREEMENT FOR DEVELOPMENT OF
JOINT COUNTY INDUSTRIAL/BUSINESS PARK**

3. Location of the Park.

(A) As of the date of this Agreement, the Park consists of property(ies) located in Oconee County only, as further identified in Exhibit A (Oconee) hereto. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances or resolutions of the County Councils of both Oconee County and Pickens County. If the Park encompasses all or a portion of a municipality, the counties must obtain the consent of the municipality prior to creation of the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached to the ordinance an Exhibit A (Oconee County Properties) or Exhibit B (Pickens County Properties), as the case may be, which shall contain a legal description of the new property to be added and/or diminished.

(C) Prior to the adoption by Oconee County Council and by Pickens County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Oconee County Council and by Pickens County Council. Notice of such public hearings shall be published in newspapers of general circulation in Oconee County and Pickens County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

(D) The owner, or, if applicable, lessee of any property located within the Park, may remove personal property from the Park at any time, unless specifically prohibited otherwise.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D), South Carolina Constitution, property located in the Park shall be exempt from ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem property taxes) equivalent to the ad valorem property taxes that would have been due and payable but for the location of such property within the Park, provided that this paragraph shall not prohibit Oconee or Pickens from entering into a negotiated fee in lieu of tax incentive agreement applicable to any property located within the park. Payments of fees in lieu of taxes will be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate as late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The counties, acting by and through the Treasurers of Oconee County and Pickens County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.

5. Allocation of Expenses. Oconee County and Pickens County shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in Oconee County portion of the Park:

(1)	Oconee County	100%
(2)	Pickens County	0%

If property is in Pickens County portion of the Park:

A.	Oconee County	0%
B.	Pickens County	100%

6. Allocation of Revenues. Oconee County and Pickens County shall receive an allocation of all revenue generated by the Park through payment of fees in lieu of ad valorem property taxes or from any other source (net of any special source revenue credits provided by either County) in the following proportions:

If property is in Oconee County portion of the Park:

A.	Oconee County	99%
B.	Pickens County	1%

If property is in Pickens County portion of the Park:

A.	Oconee County	1%
B.	Pickens County	99%

7. Revenue Allocation Within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to Oconee County and to Pickens County, as the case may be, according to the proportions established by Paragraph 6 herein. With respect to revenues allocable to Oconee County or Pickens County by way of fees in lieu of taxes generated within its own County (the "**Host County**"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts receivable in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity. Each Host County is hereby specifically authorized to use a portion of revenue for economic development purposes as permitted by law and as established by ordinance of the County Council of the Host County.

(B) Revenues allocable to Oconee County by way of fees in lieu of taxes generated within Pickens County shall be distributed solely to Oconee County. Revenues allocated to Pickens County by way of fees in lieu of taxes generated within Oconee County shall be distributed solely to Pickens County.

8. Fees In Lieu of Taxes Pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina. It is hereby agreed that the entry by Oconee County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code with respect to property located within the Oconee County portion of the Park and the terms of such agreements shall be at the sole discretion of Oconee County. Likewise, entry by Pickens County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12, of the Code as amended, with respect to property located within the Pickens County portion of the Park and the terms of such agreements shall be at the sole discretion of Pickens County.

9. **Regulation and Jurisdiction.** Any ordinances of Oconee County and Pickens County concerning zoning, health and safety regulations, and building code requirements will apply for the respective portions of the Park in Oconee County and Pickens County. The Sheriff's Departments of Oconee County and Pickens County will have jurisdiction to make arrests and exercise all authority and power within the boundaries of the respective portions of the Park in Oconee County and Pickens County. Emergency services and all other municipal services will be provided in the Park by whatever providers provide such services in the respective Oconee County and Pickens County portions of the Park.

10. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Oconee County and Pickens County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraph 6 and 7 herein.

11. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

12. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Oconee County and Pickens County agree that this Agreement may not be terminated by either party prior to December 1, 2040.

WITNESS our hands and seals as of the date first above written.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman of County Council

By: _____
Oconee County Administrator

ATTEST:

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

PICKENS COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Administrator

Attest:

Clerk to County Council
Pickens County, South Carolina

EXHIBIT A

OCONEE COUNTY PROPERTIES

US Building Innovations, Inc. and Foothills Investors LLC
391 Newry Road
Newry, South Carolina 29665
Tax Map # 210-00-01-066

EXHIBIT B

PICKENS COUNTY PROPERTIES

Cost/Benefit Analysis
Project Crystal
Oconee County

Project Data

New Building (Construction)	\$	500,000
Existing Building	\$	140,000
Land Cost	\$	-
Equipment (Less Pollution Cor	\$	380,000
Employees		31
Avg. Hourly Wage	\$	11.08
Avg. Salary	\$	22,160
Total Direct Payroll	\$	686,960

Project Multipliers

Income		1.37
Investment -- Construction		1.33
Investment -- Machinery		0.20

Employment Impacts

Employment -- Direct		31
<u>Employment -- Indirect</u>		<u>10</u>
Total Employment Impact		41

Net Costs	Year 1	20-Year NPV
Local	\$ 3,850	\$ 28,256
<u>Total State & Local Costs</u>	<u>\$ 3,850</u>	<u>\$ 28,256</u>

Local	\$ 10,643	\$ 147,610
Local Economy	\$ 732,000	\$ 2,342,873
<u>Total Local Benefits</u>	<u>\$ 742,643</u>	<u>\$ 2,490,483</u>

	Year 1	20-Year NPV
Local Government Costs		
Fee-in-Lieu of Property Taxes	\$ -	\$ -
MCP Split	\$ 124	\$ 1,429
Special Source	\$ 3,726	\$ 26,827
Gov't Services	\$ -	\$ -
Education Costs	\$ -	\$ -
Site Acquisition	\$ -	\$ -
Site Preparation	\$ -	\$ -
Site Utilities	\$ -	\$ -
Special Infrastructure	\$ -	\$ -
Equipment / Machinery	\$ -	\$ -
Special Development Financing	\$ -	\$ -
Consulting/ Special Studies	\$ -	\$ -
Waived Fees / Permits	\$ -	\$ -
Streamlined Approvals	\$ -	\$ -
Total Value of Costs	\$ 3,850	\$ 28,256
Local Government Benefits		
Taxes from existing building	\$ 2,074	\$ 32,965
Direct Property Taxes	\$ 12,418	\$ 142,901
New Residential Prop. Taxes		
Single family - (Owner occupied)	\$ -	\$ -
Single Family - (Rental)	\$ -	\$ -
Multi-family (Rental)	\$ -	\$ -
Prop. Taxes from New Autos	\$ -	\$ -
LOST from Const. Materials	\$ -	\$ -
LOST from Increase Retail Sales	\$ -	\$ -
LOST from Operational Supplies	\$ -	\$ -
Public Utilities	\$ -	\$ -
Total Value of Benefits	\$ 14,493	\$ 175,866
Net Local Benefits	\$ 10,643	\$ 147,610
Local Benefit/Cost Ratio	3:1	5:1
Local Economy Benefits		
Total Private Sector Benefits	\$ 732,000	\$ 2,342,873

STATE OF SOUTH CAROLINA
OCONEE COUNTY, SOUTH CAROLINA
ORDINANCE 2015-22

AN ORDINANCE CANCELLING, REVOKING, AND RESCINDING OCONEE COUNTY ORDINANCE 2014-24 AND ITS SUBSEQUENT CODIFICATION; 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 (the "State"), acting by and through its governing body, the Oconee County Council (the "County Council"), on December 1, 2014, following three readings and a public hearing, finally adopted Oconee County Ordinance 2014-24, providing certain defense and limited indemnification to County employees and officials, which has subsequently been codified or would be codified as a section (the "Section") of the Oconee County Code of Ordinances (the "Code"); and

WHEREAS, County Council has since determined to revoke, cancel, repeal and rescind Ordinance 2014-24 and the Section of the Code.

NOW, THEREFORE, IT IS HEREBY ORDAINED by Oconee County Council, in meeting duly assembled, that:

1. The foregoing preamble, and all statements contained therein, are hereby adopted as findings of fact by Oconee County Council, for purposes of this Ordinance.
2. Oconee County Ordinance 2014-24 and the Section of the Code are hereby revoked, cancelled, repealed, and rescinded in their entirety.
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. However, nothing herein contained shall revoke or render invalid, or be interpreted as revoking or rendering invalid, *ex post facto* in any regard, any action or act undertaken and completed in accord with any such ordinance, order, resolution or action which was valid at the time undertaken and completed.
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 _____, 2015.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Wayne McCall,
Chairman, Oconee County Council

First Reading: June 16, 2015 [title only]
Second Reading:
Third Reading:
Public Hearing:

The State of South Carolina



Opinion No. 87-2

P. 15

Office of the Attorney General

T. TRAVIS MEDLOCK
ATTORNEY GENERAL

REMBERT C. DENNIS BUILDING
POST OFFICE BOX 11549
COLUMBIA, S.C. 29211
TELEPHONE 803-734-3970

January 8, 1987

The Honorable George H. Bailey
Member, House of Representatives
100 Metts Street
St. George, South Carolina 29477

Dear Representative Bailey:

Referencing the 1961 legislative act which created the office of county attorney for Dorchester County, you have asked whether this legislation may be modified by Dorchester County Council and further whether restrictions may be placed upon the county attorney as to which county agencies he is to represent. You have also asked whether, under the council-administrator form of government, Dorchester County Council or the county administrator would be the appropriate entity to hire the county attorney.

Act No. 46, 1961 Acts and Joint Resolutions, provides in Section 1:

In Dorchester County, there is hereby created the office of county attorney. The attorney shall be appointed by the Governor upon the recommendation of a majority of the legislative delegation. ...

This enactment preceded the adoption of the Home Rule Act, Act No. 283 of 1975. You have asked whether Dorchester County Council has authority now to amend or otherwise vary from this local law. We advise that Dorchester County Council does have such authority.

A portion of Section 3 of the Home Rule Act, supra, provides that

All operations, agencies and offices of county government, appropriations and laws related thereto in effect on the date the change in form become effective shall remain in full force and effect until otherwise implemented by ordinance of the council pursuant to this act. Provided, however, that county councils shall not enact ordinances in conflict with existing law relating to their respective counties and all such laws shall

The Honorable George H. Bailey
January 8, 1987
Page Two

remain in full force and effect until repealed by the General Assembly, or until January 1, 1980, whichever time is sooner,...

This provision was construed recently by the South Carolina Supreme Court in Graham v. Creel, 289 S.C. 165, 345 S.E.2d 717 (1986), a copy of which is enclosed. Applying this provision to Act No. 46 of 1961 and following the Court's guidance from Graham v. Creel, several options are apparent:

1. Act No. 46 may continue to be followed as it was when Home Rule became effective in Dorchester County; or
2. Act No. 46 may be "adopted" by ordinance of Dorchester County Council to become its own enactment; or
3. Dorchester County Council may adopt an ordinance of its own, altering this special law in whatever way it deems desirable or necessary.

As noted in the Home Rule Act and Graham v. Creel, such local laws remain in full force and effect unless and until council chooses to provide otherwise by ordinance, since the local law is not in conflict with any general law.

Whether Dorchester County Council may place restrictions on which county agencies or departments which the county attorney may represent is your second question. Again, we must answer in the affirmative. Section 2 of Act No. 46 of 1961 provides that the "[t]he county attorney shall render legal service and advice to all county officials, boards and departments." As discussed supra, council has authority under the Home Rule Act to modify this legislative enactment if it chooses, by ordinance.

In addition, Section 4-9-30(6), Code of Laws of South Carolina (1976, as amended), gives a county council the authority

to establish such ... positions in the county as may be necessary and proper to provide services of local concern for public purposes, to prescribe the functions thereof and to regulate, modify, merge or abolish any such ... positions, except at otherwise provided for in this title. ...

By the clear and unambiguous language of this statute, the General Assembly has authorized a county council to regulate a position which it creates and to prescribe the functions of such position. Prescribing or limiting the functions of a county attorney would be encompassed by this statute.

The Honorable George H. Bailey
January 8, 1987
Page Three

Your remaining inquiry concerns the authority to hire a county attorney in a county utilizing the council-administrator form of government if Act No. 46 were to be modified by council. We advise that while a county council may establish the position and prescribe its functions, requirements, and limitations, the hiring of an individual to serve as county attorney would be within the purview of the county administrator's functions.

As previously discussed, a county council has authority to create positions, prescribe functions, and so forth. Section 4-9-30(7) further authorizes a county council to

develop personnel system policies and procedures for county employees by which all county employees are regulated ... and to be responsible for the employment and discharge of county personnel in those county departments in which the employment authority is vested in the county government

Thus, the ultimate responsibility for the employ and discharge of county employees rests with county council.

In counties such as Dorchester which have adopted the council-administrator form of government, council is to employ an administrator, who is to be the administrative head of county government. Section 4-9-620 of the Code. As such, he is responsible for administration of all departments of county government over which council has authority to control. By Section 4-9-630, the administrator's powers and duties require him

- (7) to be responsible for the administration of county personnel policies including salary and classification plans approved by council; [and]
- (8) to be responsible for employment and discharge of personnel subject to the provisions of subsection (7) of §4-9-30 and subject to the appropriation of funds by the council for the purpose

Authority of council members over county employees is governed by Section 4-9-660 of the Code:

Except for the purposes of inquiries and investigations, the council shall deal with county officers and employees who are subject to the direction and supervision of the county administrator solely through the administrator, and neither the council nor its members shall

The Honorable George H. Bailey
January 8, 1987
Page Four

give orders or instructions to any such officers
or employees.

While county councils have ultimate responsibility for the employment and discharge of county personnel, the county administrator is responsible for the actual hiring and firing since a county council generally must deal with county employees through the county administrator. See also Section 4-9-670 of the Code.

A statute virtually identical to Section 4-9-630(8) is Section 4-9-430(12), which specifies the duties of the supervisor in the council-supervisor form of county government. Section 4-9-430(12), which provides for employment and discharge of personnel subject to Section 4-9-30(7) of the Code, has been construed in Poore v. Gerrard, 271 S.C. 1, 244 S.E.2d 510 (1978), with respect to employing a county attorney (copy enclosed). In construing Sections 4-9-30(7) and 4-9-430(12), the state Supreme Court stated that

county council is empowered to create and fund positions for the operation of county government, but personnel to fill such positions shall be appointed by the county supervisor. This conclusion is reenforced by further provisions of Section 4-9-430 which provides that

Except for the purposes of inquiries and official investigations, neither the council nor its members shall give direct orders to any county officer or employee, either publicly or privately.

271 S.C. at 4. As to the position of county attorney, the Court went on to say:

It is undisputed that the position of county attorney is a position created by county council and that the creation of such position was within its powers under Section 4-9-30(7).

It, therefore, follows that the county supervisor of Anderson County has the authority to employ a county attorney pursuant to Section 4-9-420(12). ...

271 S.C. at 4. Due to the similarity of all statutes involved, Poore v. Gerrard is very persuasive authority for the conclusion that employment of a county attorney would be within the purview of the county administrator.

The Honorable George H. Bailey
January 8, 1987
Page Five

In conclusion, we advise:

1. Until changed by an ordinance of Dorchester County Council, under its authority granted by the Home Rule Act, Act No. 46 of 1961 remains in full force and effect.
2. Dorchester County Council has authority to modify the terms of the 1961 act, to prescribe functions of the county attorney or otherwise place requirements or limitations upon the office.
3. If the terms of the 1961 act are varied by Dorchester County Council, authority to employ the county attorney would be within the purview of the county administrator rather than council.

Sincerely,

Patricia D. Petway

Patricia D. Petway
Assistant Attorney General

PDP/rhm

Enclosures

REVIEWED AND APPROVED BY:

Robert D. Cook

Robert D. Cook
Executive Assistant for Opinions

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 21, 2015
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

South Carolina Great Outdoors Plan Adoption

BACKGROUND OR HISTORY:

The Great Outdoors plan is a tourism driven initiative to take advantage of our cultural, natural and historical resources in order to establish Oconee as a thriving outdoor destination.

The goal is to marry our distinctive outdoor treasures and strong economic development environment to create jobs, diversify economies, improve our quality of life and inspire stewardship.

The plan addresses branding, marketing, tourism destination recommendations, guidelines for growing Oconee and funding options.

SPECIAL CONSIDERATIONS OR CONCERNS:

The South Carolina National Heritage Corridor team facilitated a two-year process for our plan which included:

- public input
- stakeholder interviews
- municipality participation
- case study examination, and
- site visits

The towns of Seneca, Walhalla and Westminster all participated financially and will also be receiving their own outdoor recommendations with this plan. The Oconee Great Outdoors team includes Ken Slann, Richard Blackwell, Josh Stephens and Phil Shirley.

Adoption of this plan will allow staff to begin prioritizing direction for implementation and strategies moving forward.

STAFF RECOMMENDATION:

It is staff's recommendation that Council

(1) adopt the Great Outdoors Plan, and

(2) direct staff to begin drafting action plans related to the recommendations included within the plan for Council's future action.

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


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.

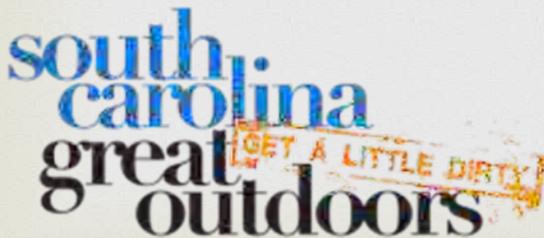
A calendar with due dates marked may be obtained from the Clerk to Council.

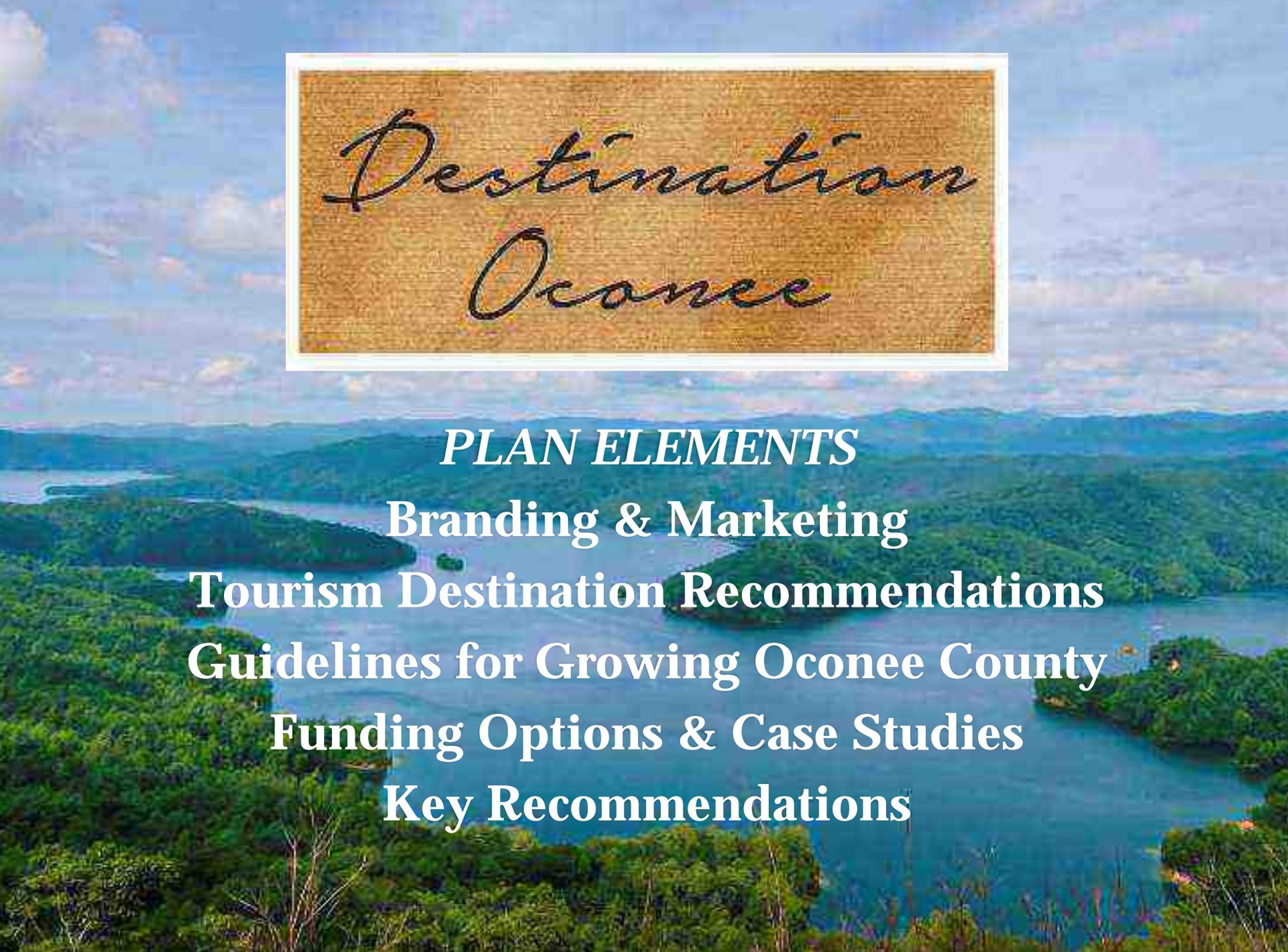


destination
aconee:
REALIZING THE
FUTURE OF
OCONEE COUNTY

background

In partnership with the South Carolina Great Outdoor initiative, Oconee County and the municipalities of Westminster, Seneca, and Walhalla came together with a unified mission to **protect and promote the resources of Oconee County.**





*Destination
Oconee*

PLAN ELEMENTS

Branding & Marketing

Tourism Destination Recommendations

Guidelines for Growing Oconee County

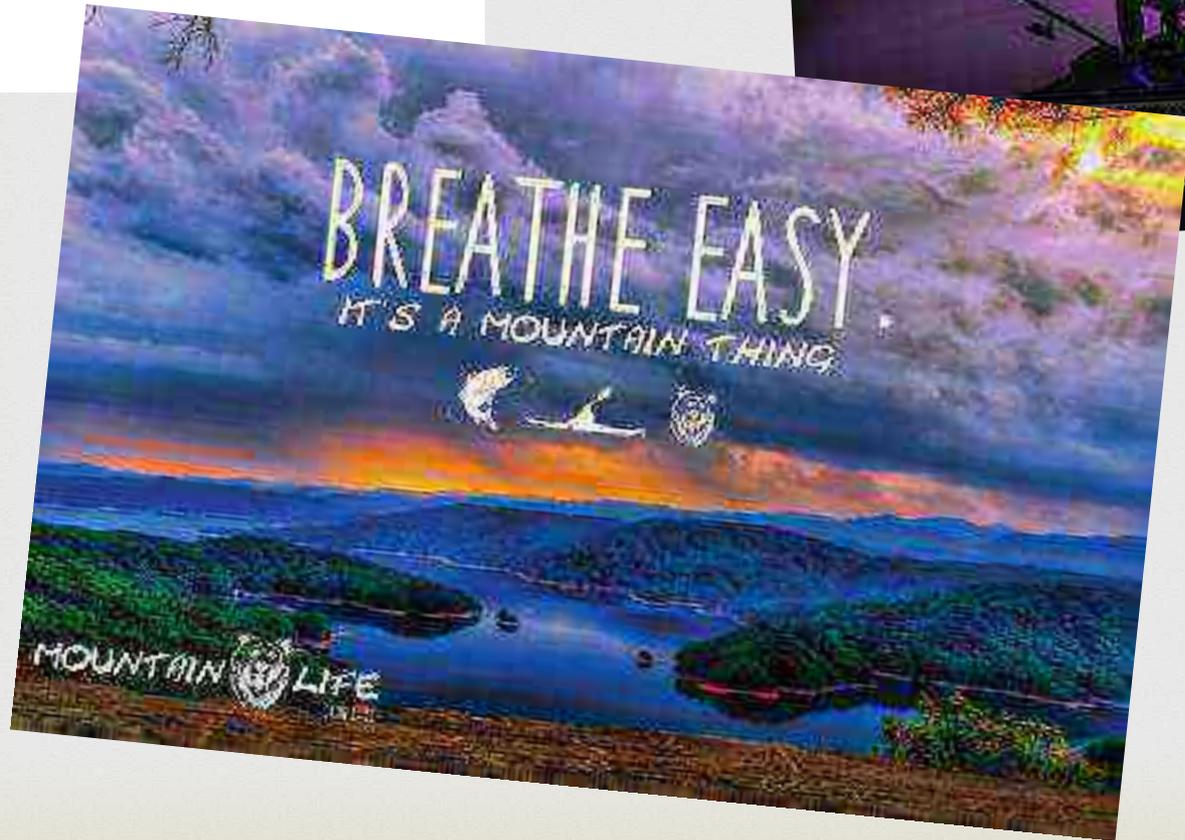
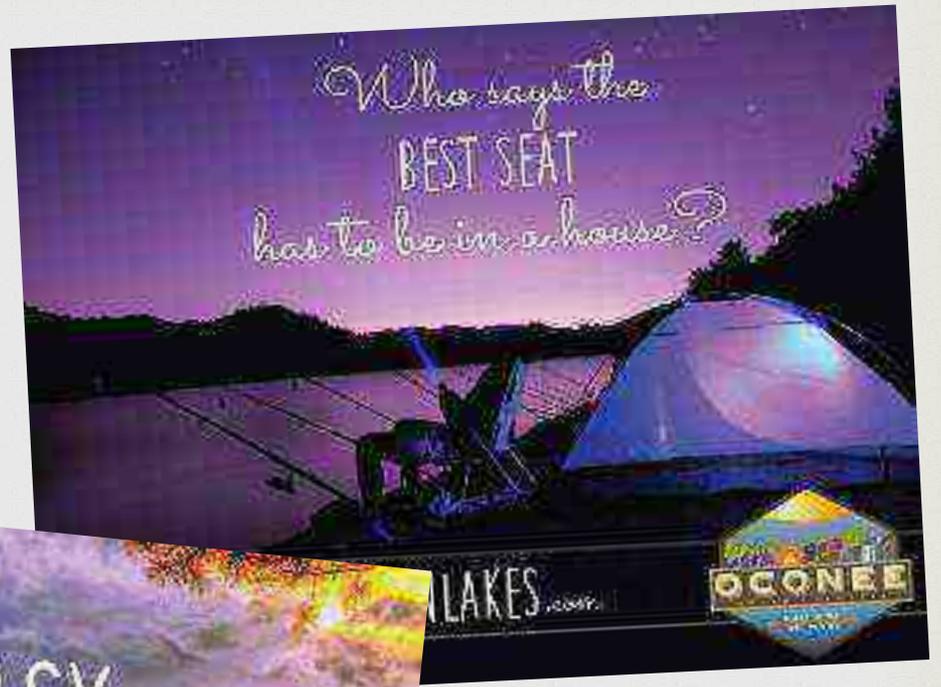
Funding Options & Case Studies

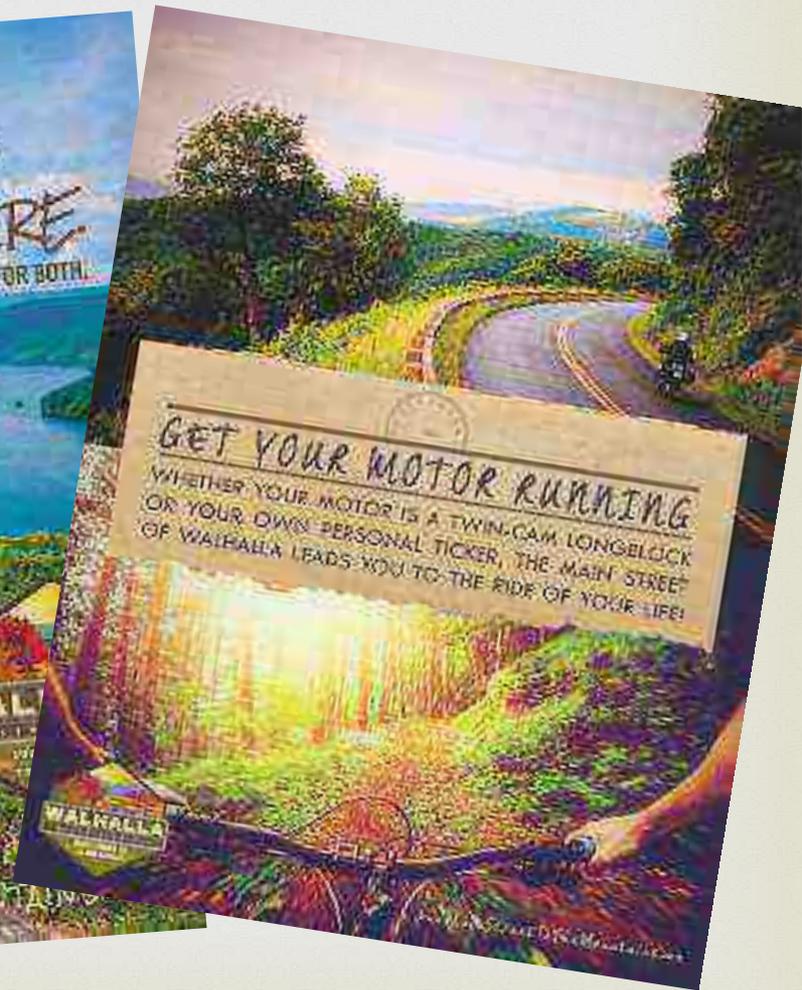
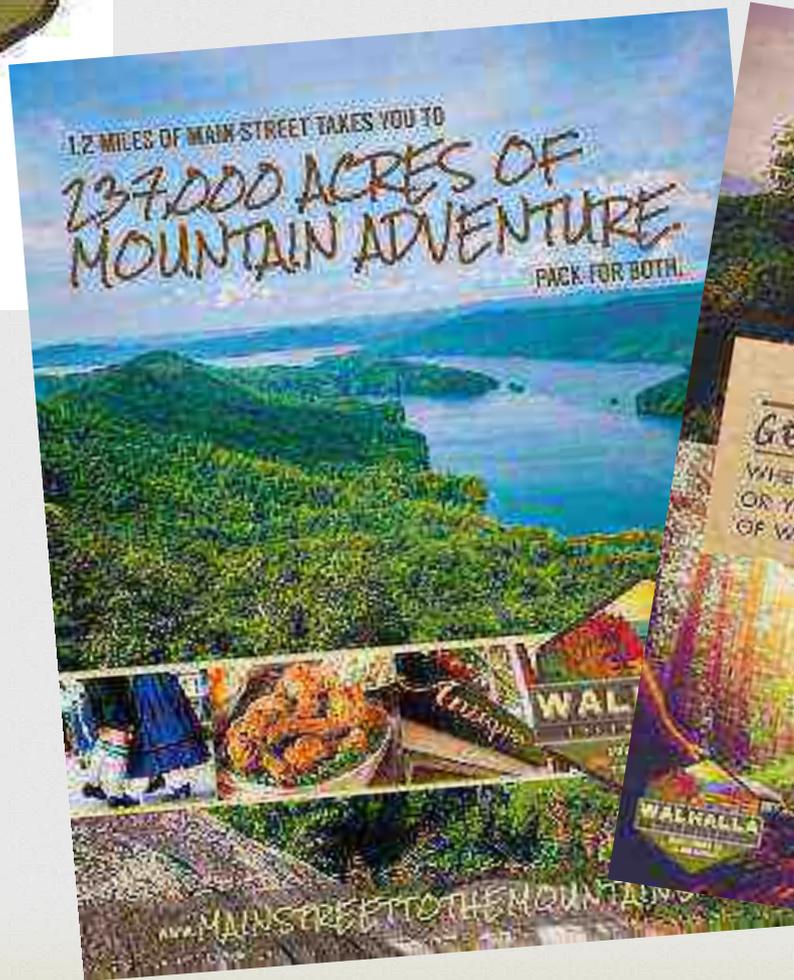
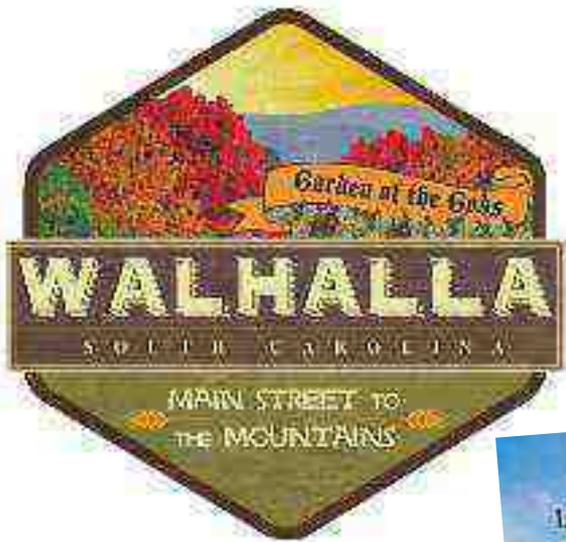
Key Recommendations

branding

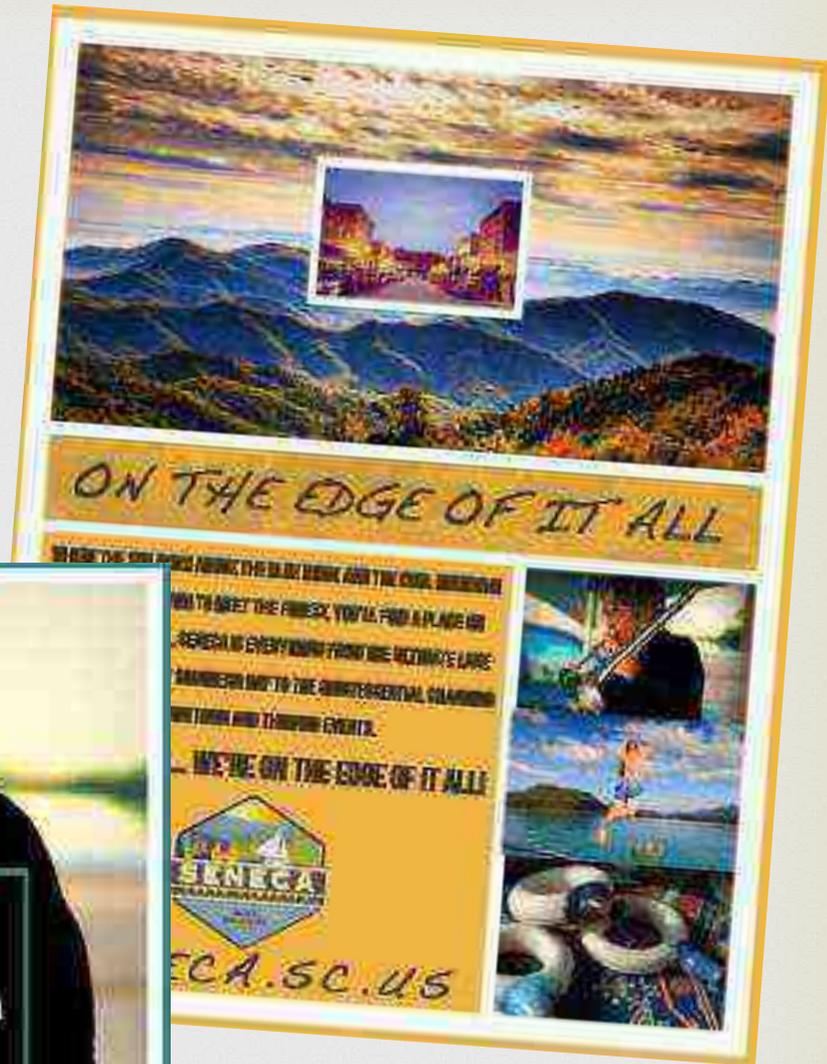
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Marketing









tourism destination
RECOMMENDATIONS



OCONEE COUNTY



- ❧ Address the lack of quality and distinctive accommodations
- ❧ Public access to natural attractions
- ❧ Lake Access
- ❧ Create a Buy Local campaign
- ❧ Ambassadors awards
- ❧ Downtown Buildings: False store fronts, start-up competitions, creative business recruitment

WALHALLA



- ❧ Capitalize on German Heritage
- ❧ Plan a Spring event
- ❧ Beer garden
- ❧ Antique district
- ❧ Encourage businesses to engage with and promote the new brand (rustic elegance) and tagline (Main Street to the Mountains)

SENECA



- ❧ Expand the success of Ram Cat Alley into other areas of downtown
- ❧ Create & implement a downtown streetscape plan
- ❧ Art & Culture district
- ❧ Seneca/Clemson cooperative promotion of local events
- ❧ Plan an annual arts festival

WESTMINSTER

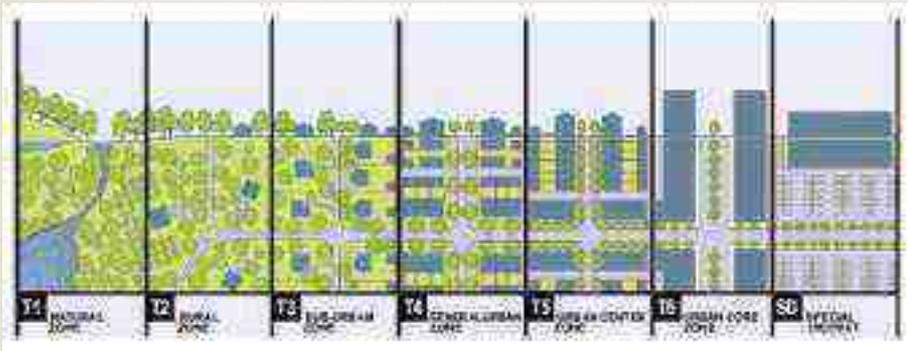


- ❧ Improve the backside of main street
- ❧ Enhance visitors services w/ kiosks and outdoor displays
- ❧ Market & Music atmosphere w/ events
- ❧ Stay & Play packages
- ❧ Market village

guidelines
FOR GROWING OCONEE COUNTY

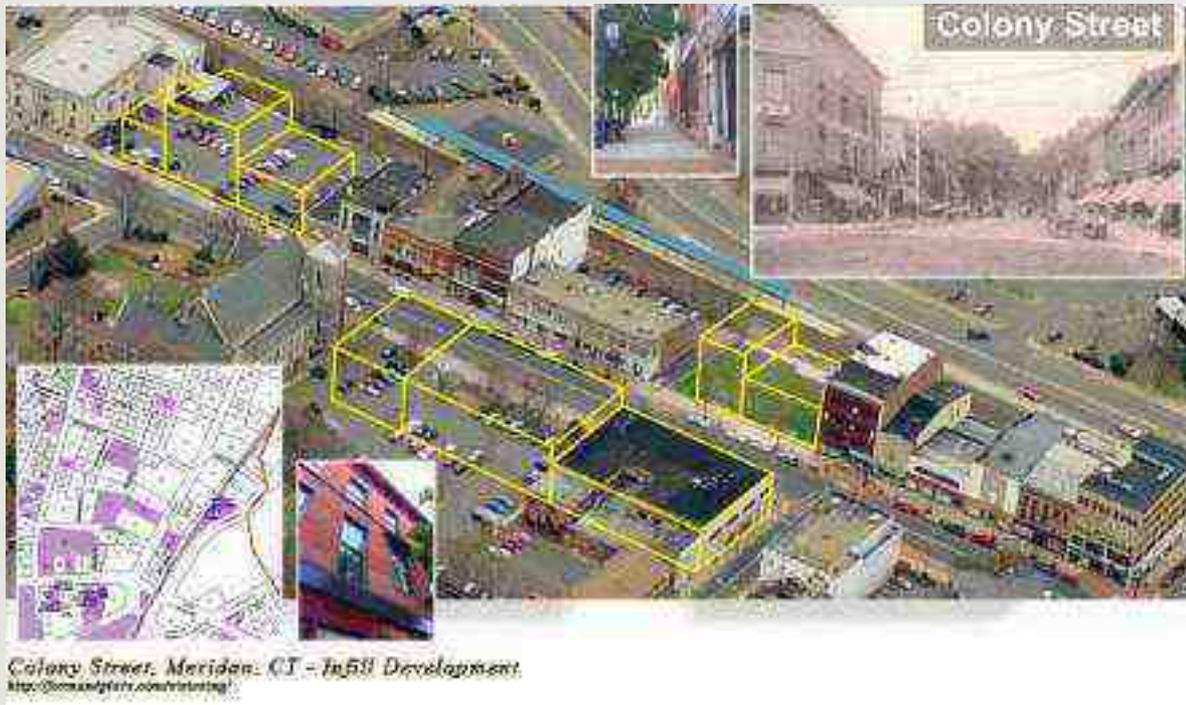


CREATING A SENSE OF PLACE



As Oconee County and the municipalities implement the plan, thoughtful consideration should be given to revising existing land use provisions in a manner that supports the enhancement of community character to create a sense of place.

REVITALIZATION TECHNIQUES FOR DOWNTOWNS



- œ Overlay
- œ Density
- œ Infill
- œ Form Based Code
- œ Mixed Use

INCENTIVES FOR FUTURE GROWTH



- ❧ Grants
- ❧ Tax Credits
- ❧ SC Abandoned Buildings Revitalization Act
 - ❧ Business License Exemptions
 - ❧ Conservation Agreements
 - ❧ Protection Programs
 - ❧ ETC...

SIGNAGE



- ❧ Apply Signage Ordinance in all major thoroughfares
- ❧ Immediately stop the proliferation of billboards across the county
- ❧ Prohibit duplicate signage
- ❧ Unpermitted signs or clutter should be prohibited and reinforced, especially along the scenic byways

SIGNAGE



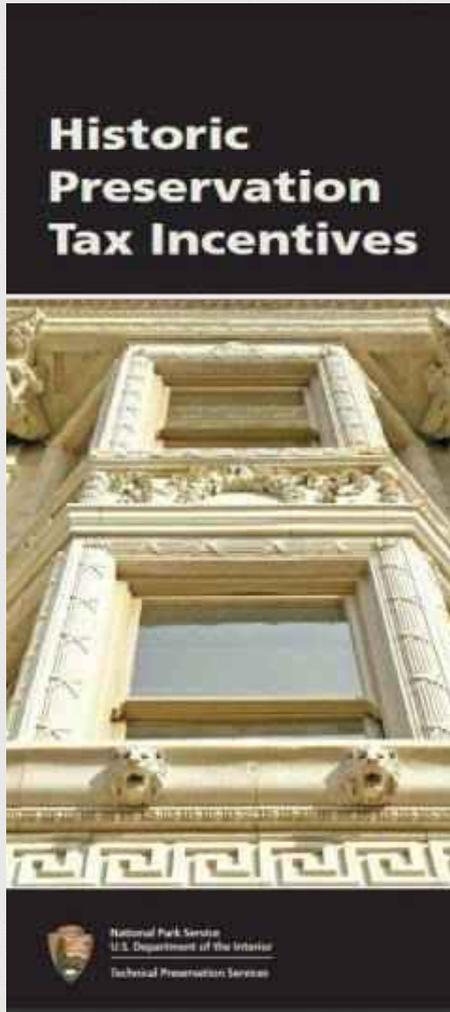
- ❧ Gateway signage should adopt rustic elegance brand
- ❧ Sign destinations and access points
- ❧ Add follow-up signage
- ❧ Interpretive signage for trailheads, camping, or waterfalls specifying intensity
- ❧ Complete a thorough wayfinding plan for the entire county w/ remediation of the current plan based on this assessment

funding
OPTIONS



case studies

FUNDING OPTIONS



❧ Grants

❧ Tax incentives

❧ Federal & state
programs

❧ Foundations

CASE STUDIES

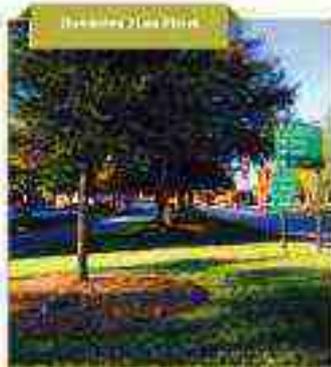


∞ Greenwood, SC

∞ Florence, SC

∞ York County, SC

∞ Lexington, KY



KEY RECOMMENDATIONS



KEY RECOMMENDATIONS



- ❧ Support the development of the SC Great Outdoors Center
- ❧ Conduct street audit in downtown districts
- ❧ Pass a Design Review Committee Ordinance
- ❧ Create a three-year action plan for managing growth

KEY RECOMMENDATIONS



- ❧ Adopt a scenic overlay ordinance for the Cherokee Foothills National Scenic Byway
- ❧ Adopt a downtown overlay ordinance for Westminster, Seneca & Walhalla
- ❧ Adopt a more detailed County & City Signage Ordinance

KEY RECOMMENDATIONS



- ❧ Conduct a condition assessment of the public access, structures and signage at lakes, waterfalls, rivers, scenic vistas and other key attractions
- ❧ Develop a plan for improving public access and experiences
- ❧ Implement all marketing recommendations

KEY RECOMMENDATIONS



- ❧ Identify a person or organization to oversee the implementation of “Destination Oconee”
- ❧ Identify sources and commit funding to support tourism projects

Next Steps



- ❧ With adoption of the plan, staff will begin...
 - ❧ Creating actions plans for key recommendations,
 - ❧ Developing a funding plan, and
 - ❧ Deploying marketing and promotional material



destination
aconee:
REALIZING THE
FUTURE OF
OCONEE COUNTY

*Destination Oconee:
Realizing the Future
of Oconee County*

**DOCUMENT PROVIDED
SEPARATELY**

&

not included in this backup document.

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 21, 2015

ITEM TITLE:

Title: **Used Wheel Loader**

Department: **Quarry**

Amount: **\$242,000.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2015-2016 budget process.

Budget: \$400,000

Project Cost: 242,000

Balance: \$158,000

Finance Approval: Aspects Price

BACKGROUND DESCRIPTION:

For normal day-to-day operations, the Quarry utilizes two yard loaders and one pit loader with another older loader used as a backup. On March 26, 2015, one of the yard loaders, a 2000 Kawasaki 115Z-IV threw a rod and cracked the engine block rendering it permanently out of service. At the same time the 2005 Kawasaki loader, also used as a yard loader, was down for extensive repairs of the hydraulic system. In order to continue operations a used 2014 Kawasaki 95Z7 loader was rented from May Heavy Equipment to be used for three months until July when a new loader was included in the budget.

May Heavy Equipment has now offered to sell the used 2014 Kawasaki loader to the County, giving us partial credit for the three months of rent as well as offering a trade in on several other older pieces of equipment at the Quarry for a total amount of \$242,000. A new loader was approved in the 2015-16 budget for \$400,000.00, so this offers a savings of \$147,650.00 over the purchase of a new loader which would cost \$389,650.00.

SPECIAL CONSIDERATIONS OR CONCERNS:

County procedures for the purchase of used equipment have been followed. The Quarry Manager and Procurement Director recommend purchase of the used 2014 Kawasaki loader. (see attached letters) May Heavy Equipment is also the Authorized Dealer for Kawasaki for the state of South Carolina.

ATTACHMENT(S):

- Quote from May Heavy Equipment for New 2015 Wheel Loader
- Quote from May Heavy Equipment for Used 2014 Wheel Loader
- Justification Memo from Quarry
- Justification Memo from Procurement Director

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of one Used 2014 Kawasaki 95Z7 Wheel Loader from May Heavy Equipment, LLC, of Columbia, SC for the cost of \$242,000.00.

Submitted or Prepared By: Robyn Courtwright
Robyn Courtwright, 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.



June 25, 2015

Oconee County Quarry
Rick Martin
686 Rock Crusher Rd.
Walhalla, SC 29691

Rick,

Please accept the following quote on the New 2015 Wheel Loader there are no more 2014 model units.

New Kawasaki 95Z7 Loader (75,790 lb. Operating Weight)

- ✦ Isuzu 6W61 Turbo Diesel Tier IVi Engine 388 Net HP
- ✦ Enclosed Cab with A/C, CD/Radio, Air Suspension Deluxe Seat, Cup Holder, Diagnostic LCD Screen, Automated A/C, 12V Outlet
- ✦ Dual Lever Controls
- ✦ Auto Reversible Fan
- ✦ Ride Control
- ✦ 29.5R25 Radial Tires
- ✦ Rearview Camera
- ✦ Front & Rear HID Lights
- ✦ 7.3 CY GP Bucket with BOCE
- ✦ Dual Boom Kick Out and ELS System
- ✦ Lincoln Auto Lube System installed
- ✦ Joystick Control Steering
- ✦ Turbine Pre Cleaner
- ✦ Enclosed Wet Disc Brakes
- ✦ Automatic Power shift Transmission
- ✦ 2 Year/ 2000 Hour Standard Manufactures Full Machine Warranty w/ TT & M
- ✦ 3 Year / 5,000 Power Train Mfg. Extended Warranty

Cash Sale Price FOB Walhalla, SC \$389,650.00

Richie Ambrose
VP – New Equipment Sales
803-917-2223 Cell
rambrose@mavequip.com



5941 NC Hwy 5, Lexington, NC 27292
Phone 866-829-3764 Fax 336-357-7650

1330 Buckner Road, Columbia SC 29203
Phone 803-865-1002 Fax 803-865-1003



Oconee
County
Quarry



D. Richard Martin
Quarry Manager

Oconee County Park Quarry
686 Rock Crusher Road
Walhalla, SC 29691

Phone: 864-638-4214
Fax: 864-638-4215

E-mail:
quarry@oconecounty.com

July 1, 2015

Mrs. Robyn Courtright, Procurement Director
Oconee County
415 S. Pine Street
Walhalla, SC 29691

Re: Quarry Loader Purchase

Dear Mrs. Courtright,

The Quarry owns a 2005 Kawasaki 952-2 yard loader (355.07) with 19,738 operation hours, which needs extensive repair to the hydraulic system and is currently not operational. This loader was scheduled for replacement in the capital plan for 2015-2016. There is \$400,000 budgeted for the purchase of a new wheel loader in the 2015-2016 fiscal year.

Another Quarry owned loader, a 2000 Kawasaki 1152-IV (335.86) with 18,472 operation hours, threw a rod and cracked the engine block on March 26, 2015 rendering it permanently out of service.

Options were pursued to continue daily operations, and a 2014 Kawasaki 9527 loader with 1,468 hours was leased for three months (April - June 2015) from May Heavy Equipment for \$30,000.00.

The rented loader may be purchased for \$325,000.00, less a credit allowance of \$83,000.00, for a total purchase price of \$242,000.00. The credit is for the following equipment that will be traded in to May Heavy Equipment and a rental credit as follows:

Rental Credit (\$7,000 per month for 3 months)	\$21,000.00
2000 Kawasaki 1152IV (catastrophic engine failure)	\$15,000.00
2001 Terex TR40 Truck (electrical problem)	\$32,000.00
2004 Terex TR40 Truck (burned on 4/1/2015)	\$15,000.00
Total Credit Allowance	\$83,000.00

I make a recommendation that we purchase this used 2014 Kawasaki 9527 loader since it is already on-site and is performing up to our expectations.

Thank you for your kind consideration.

Sincerely,

D. Richard Martin, Quarry Manager
Oconee County Quarry

DRM/pm



July 1, 2015

Oconee County
Procurement Office

TO: T. Scott Moulder

FROM: Robyn M. Courtright *RMC*

SUBJECT: JUSTIFICATION FOR PURCHASE OF USED 2014 LOADER
FOR THE QUARRY

Robyn M. Courtright, CPPG
Procurement Director

In the 2015-2016 budget, the Quarry was allocated \$400,000 for the purchase of a new wheel loader. Attached please find a quote for the 2014 used Kawasaki loader they wish to purchase and another quote for a 2015 new wheel loader.

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

The 2014 loader is the same one they have been renting on an emergency basis since March and it has been meeting their expectations with no problems. Also, May Heavy Equipment is the Authorized Dealer for Kawasaki for South Carolina, so whether they purchase a new or used loader, it would be from this same dealer. Also, May Heavy Equipment is offering to accept the 2000 Kawasaki loader with catastrophic engine failure and two Terex dump trucks as trade in for this loader, along with offering us a credit of \$21,000 of the \$30,000 we have paid them for three months rental. This would be a total credit of \$83,000 against the used purchase price of \$325,000, for a net price of \$242,000.

Phone: 864.638.4141
Fax: 864.638.4142

rcourtright@occonesc.gov

Because of all of the above reasons, I am recommending that we proceed with the purchase of the used 2014 Kawasaki 95Z7 loader for \$242,000, by recommending this purchase to County Council on July 21, 2015.



PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 21, 2015

ITEM TITLE:

Procurement #: **RFP 14-02** Title: **Inmate Food Services** Department: **Detention Center** Amount: **\$221,846.50**

FINANCIAL IMPACT:

Procurement to be approved by Council in Fiscal Year 15-16 budget process.

Budget: \$ 299,842.00

Project Cost: \$ 221,846.50

Balance: \$ 77,995.50

Finance Approval: *Ladale Price*

BACKGROUND DESCRIPTION:

RFP 14-02 was issued on April 28, 2015 to select an outside firm to be responsible for all inmate meals at the Detention Center. This outside contractor will be responsible for hiring, training and supervising all kitchen personnel, maintain compliance with local and state food preparation standards, supply all inmate food to meet minimum standards, prepare and serve the food, and clean all kitchen equipment and premises daily. This contract is to start on August 24, 2015, or the actual date that inmates occupy the new Detention Center. The County will be charged monthly, for the actual meals prepared for inmates, based on a sliding scale (provided in attachments) of the cost per inmate meal that is based on the monthly Average Daily Inmate Population.

Eight firms were notified of this RFP and four proposals were received on May 28, 2015. An Evaluation Committee consisting of Kevin Davis, Mikal Fosterwald, Steve Pruitt, Josh Stephens and Jeff Underwood reviewed and scored the proposals and unanimously recommended Trinity Services Group, Inc., of Oldsmar, FL for award.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Oconee County Detention Center staff currently self performs inmate food service with an operational budget of \$172,000 per year for food costs, and staff labor costs of \$127,841 per year, totaling \$299,842 per year. Outsourcing Inmate Food Services to a specific vendor provides the Sheriff Office an opportunity to utilize Detention Officers more efficiently and minimize liability associated with inmate food preparations. Due to bid timelines, Oconee County Detention Center Staff will self-perform food preparation the first two months of FY 2016. Trinity's contract value for this award has been reduced by two months to accommodate Staff self-performing food service. It is estimated that Trinity's Food Service over a 12 month period is \$265,846.50.

ATTACHMENT(S):

1. Summary Score Sheet for RFP
2. RFP 14-02 Food Services Pricing Review
3. Council Summary Sheet

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.

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve: (1) the award of RFP 14-02, Inmate Food Services to Trinity Services Group, Inc., of Oldsmar, FL, in the amount of \$221,846.50 for a 10 month contract; (2) approve any additions to these food costs based on fluctuations in the ADP, as long as the food budget for the Detention Center is not exceeded and (3) authorize the County Administrator to renew this contract for an additional four years, as long as the amount does not exceed the food amount budgeted for the Detention Center.

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

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

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Committee Member	ABL	GBM	Trinity	Valley
B	354.90	294.90	397.60	324.00
A	385.10	285	384.98	330
E	340	272.50	444.90	425.10
D	380	285	380	350
C	359.90	286	420.10	365
TOTAL	1779.90	1422.40	2027.50	1795.00
RANKING	5	4	1	2
AVG SCORE	355.98	284.48	405.50	359
AVG RANKING	3	4	1	2

Council Summary Sheet

Classification	ADP	Unit cost	Daily Cost	Yearly Cost	Notes
Inmate ADP	140	\$ 1.52	\$ 638.40	\$ 233,016.00	365 days/ 3 meals
Offsite Meals	15	\$ 1.30	\$ 19.46	\$ 7,003.80	360 days/ 1 meal
Diabetic	10	\$ 1.30	\$ 38.91	\$ 14,202.15	365 days/ 3 meals
Ethnic	5	\$ 1.30	\$ 19.46	\$ 7,101.08	365 days/ 3 meals
Small Wares	1	\$ 3,319.47	One time	\$ 3,319.47	Start up cost
Food Cart/ trays	1	\$ 13,204.00	One time	\$ 13,204.00	Start up cost
				\$ 277,846.50	
OCDC FY 16 Budget for Food Carts:				\$ (12,000.00)	Payable to Trinity
				\$ 265,846.50	FY 16 budget

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 21, 2015

ITEM TITLE:

Procurement #: RFP 14-16 Title: Mini Pumper – Cross Roads Department: Fire Services Amount: \$221,299.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2014-2015 budget process.

Budget: \$ 230,000

Project Cost: \$ 221,299

Balance: \$ 8,701

Finance Approval: Laclate Price

BACKGROUND DESCRIPTION:

This Request for Proposals was issued May 21, 2015 for one commercial side mount 4x4 "mini-pumper" truck for use by Oconee County Fire Station Number 13 (Cross Roads). This Station currently has a 1992 Ford Engine, a 2001 Freightliner Engine and 2000 Tanker truck. This new Pumper will replace the older model Pumper which will be used as a spare. The local terrain where this truck will be used varies greatly and has some steep inclines up to a 7% grade, and small narrow roads. This particular vehicle will allow for ease of access on to roads and driveways with limited width. The specifications included a "loose equipment" list of 17 items such as fire hooks, bolt cutters, nozzles, pike poles, and fire extinguishers which are included in the total amount.

On June 23, 2015, formal sealed proposals were opened for this Mini Pumper truck. Fourteen firms were originally notified of this opportunity and three firms submitted proposals. Evaluation Criteria included: Compliance with Specifications (40%), Cost Requirements (20%), Service and Support Requirements (20%) and Capabilities of the Firm (20%). An Evaluation Committee consisting of Charles King from Fire Services, Jed Stone and Mark Bryant from Cross Roads and Eric Beck from Fleet Maintenance unanimously voted to recommend Fouts Brothers Fire Equipment of Smyrna, GA for this award.

ATTACHMENT(S):

1. Summary Score Sheet
2. Pricing Sheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the award of RFP 14-16 for a Mini Pumper Truck for Cross Roads Rural Fire Station 13 to Fouts Brothers Fire Equipment of Smyrna, GA in the amount of \$221,229.00.

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

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

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

	CW Williams	Fouts Brothers	Safe Industries
	Rosenbauer	Fouts Brothers	FES
Charlie	231.60	353.20	280.60
Emie	216.60	325	243.40
Jed	245.20	341.80	288.20
Mark	245.20	373.20	330.60
TOTAL	938.60	1393.20	1148.80
RANKING	3	1	2
AVG SCORE	234.65	348.30	287.20
AVG RANKING	3	1	2

Bidders	C. W. Williams	Fouts Brothers	Safe Industries
Location	Statesville, NC	Smyrna, GA	Piedmont, SC
Manufacturer	Rosenbauer	Fouts Brothers	FES
Base Price for Mini-Pumper	\$233,695.00	\$209,625.00	\$251,113.00
Sales Tax (\$300)	\$300.00	\$300.00	\$300.00
Total Price from Cost Sheet	\$234,195.00	\$209,925.00	\$251,413.00
Discount for 100% Prepayment	Available upon request	No Discount	\$6,000.00
Price with Prepayment Discount	\$234,195.00	\$209,925.00	\$245,413.00
Loose Equipment Total Price	\$10,471.00	\$11,374.00	\$8,247.00
TOTAL PRICE	\$244,666.00	\$221,299.00	\$253,660.00

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 21, 2015

ITEM TITLE:

Title: **Change Order #1 – PO 51446, W. K. Dickson**

Department: **Aeronautics**

Amount: **\$110,000.00**

FINANCIAL IMPACT:



Procurement was approved by Council in Fiscal Year 2015-16 budget process.

Budget:

\$ 110,000 Capital Project Fund will be used for this Project – This is a reimbursable grant

Project Cost:

\$ 110,000

Balance:

\$ 0

Finance Approval:

Adate Price

Grant Approval:

BACKGROUND DESCRIPTION:

At the October 18, 2011 meeting, Council approved the award of RFP 11-03 for Professional Services – Airport Engineer and Consultant, to W. K. Dickson and Company, Inc. of Columbia, SC for a five year term for services as needed. Projects exceeding \$50,000 are brought back to Council individually for approval. At the December 2, 2014 meeting, Council approved the award of \$120,000 to W. K. Dickson for the original engineering services for the Airport's Stub Taxiway construction project. This additional \$110,000 is now needed for Task Order #6 (attached) which covers all of their services during the construction phase of this project, including construction observation, quality assurance testing, field surveys and all contract administration. With the addition of Change Order #1 for Task Order #6, PO 51446 will now total \$230,000.00.

SPECIAL CONSIDERATIONS OR CONCERNS:

This project is funded by the FAA through a grant. The FAA will pay 90% of the costs (\$99,000), the state will pay 5% (\$5,500) and the County will pay 5% (\$5,500). The funding for these additional services was included as part of the new grant that covered these construction costs.

ATTACHMENT:

1. Task Order #6 from W. K. Dickson

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the award of \$110,000.00 for Change Order #1 to PO 51446, to W. K. Dickson & Company, Inc. of Columbia, SC for construction phase services for the Stub Taxiway Project, which brings the total of this PO to \$230,000.00.

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.

TASK ORDER #6

**IN ACCORDANCE WITH
GENERAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN OWNER AND CONSULTANT (RFQ# 10-22, RFP# 11-03)
Dated: October 18, 2011**

**Stub/Exit Taxiway Connector for Runway 07
Contract Administration and Construction Observation (CA/CO) Services**

Oconee County, South Carolina

This Task Order made and entered into this ___ day of _____, 2015, by and between the

OWNER:

Oconee County
415 South Pine Street
Walhalla, South Carolina 29691

And the CONSULTANT:

W.K. Dickson & Co., Inc.
1320 Main Street, Suite 400
Columbia, South Carolina 29201

Amends the AGREEMENT executed by and between the parties hereto on the 18th day of October, 2011, into which this Task Order is hereby incorporated and made a part hereof, to specify the following:

Project Overview

The OWNER wishes the CONSULTANT to provide professional construction phase services associated with the construction of approximately \$379,000.00 worth of improvements to the Oconee County Regional Airport (CEU), namely a new Stub Taxiway (Proposed Taxiway A-2), Taxiway Drainage, Edge Lighting, Re-vegetation of some Airfield areas, Comprehensive Taxiway Re-Striping and Airfield-wide Re-Designation and Re-Signage of all Taxiways.



SCOPE OF SERVICES

1. BASIC SERVICES

A. Project Development

The CONSULTANT to provide, at a minimum, the following elements:

- Prepare a Final Grant Application on the County's behalf and submit to the Federal Aviation Authority (FAA) and the South Carolina Aviation Commission (SCAC).
- Prepare necessary scopes and Task Orders.
- Coordinate periodically with the FAA and SCAC.
- Attend Monthly meeting with the OWNER.
- Monthly Grant Draw Requests to the FAA and SCAC.
- Quarterly Reporting to the FAA.
- "Other" required Administrative tasks to administer the grants.

B. Contract Administration (CA)

The CONSULTANT will provide the following elements:

- Engineering services for Construction Administration of Improvements.
- Prepare Contracts for routing to the Contractor. Review and recommend execution of the Contract to the County.
- Attend and Conduct Pre-Construction Meeting, including field review of construction elements.
- Attend Monthly Construction Meetings.
- Review and process Materials and Shop Drawing Submittals.
- Review and process Pay Requests and recommend payment to the County.
- Review and process Change Orders and make a recommendation to the County.
- Monitor Contractor's Project Schedule.
- Conduct a Pre-Final Inspection.
- Prepare Final Punch List.
- Conduct a Final Inspection.
- Review Final Pay Application and required Close-Out Documentation.
- Recommend Final Pay Application Payment to the County and submit required Close-Out Documentation.



2. SPECIAL SERVICES

A. Construction Observation (CO) / Resident Project Representative (RPR)

The CONSULTANT to provide, at a minimum, the following elements:

- Engineering services for Full-Time Construction Observation of Improvements / Resident Project Representative (RPR) Services.
- On-Site Construction Observation of Improvements, including: Construction Entrances Lay-Down Areas, Materials, Fencing, Obstruction Removal Operations, and other items in the Contract Documents.
- Attend Pre-Construction Meeting, including field review of construction elements.
- Prepare Periodic, Weekly and Monthly Construction Observation Reports.
- Receive from the Contractor Materials and Shop Drawing Submittals.
- Conduct Wage Rate Interviews.
- Attend Weekly and Monthly Construction Meetings.
- Review Pay Requests with the Contractor, prior to submittal.
- Review Change Orders with the Contractor.
- Monitor Contractor's Project Schedule.
- Recommend and Conduct a Pre-Final Inspection.
- Assist in Preparing Final Punch List.
- Conduct a Final Inspection.

B. Quality Assurance Testing

Quality Assurance Testing services will include testing of sub-base soils; aggregate base course and asphalt materials testing associated with taxiway; and soil testing for drainage pipe bedding and backfilling.

C. Field Surveys

Surveying services are listed below:

1. Verification of As-Builts
2. Up to two site visits for verification surveys



D. SCDHEC Environmental Requirements/Services

Environmental Requirements and services will be in accordance with DHEC requirements and consist of:

1. Agency coordination with DHEC
2. Remedial coordination with the Contractor
3. Weekly erosion control reports
4. A site visits for post-construction observation
5. Drainage certification

FEE SCHEDULE

I. BASIC SERVICES

A. Project Development Phase	Lump Sum	\$10,000.00
B. Construction Administration	Lump Sum	<u>\$34,000.00</u>
	Basic Services Subtotal	\$44,000.00

II. SPECIAL SERVICES

A. Construction Observation/RPR	Hourly (Estimated)	\$44,000.00
B. Quality Assurance Testing	Lump Sum	\$10,000.00
C. Construction Surveys	Lump Sum	\$6,000.00
D. SCDHEC Environmental Requirements/Services	Lump Sum	<u>\$6,000.00</u>
	Special Services Subtotal	\$66,000.00

TASK ORDER No. 6 TOTAL \$110,000.00

VI. ADDITIONAL WORK

Any additional work required but not contained in the above scope of services will be paid for in accordance with the rate schedule in effect at the time and will be subject to prior approval by OWNER.



ANTICIPATED SCHEDULE & DURATION OF PHASES

- Construction 55 Days
- CA/CO Duration of Project

This Task Order executed as of the day and year first above written and, fully executed by the OWNER and the CONSULTANT, is eligible for participation by the Federal Aviation Administration (FAA) and the South Carolina Aeronautics Commission (SCAC), subject to availability of funding.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date and year first written above.

OWNER:

OCONEE COUNTY

By: _____
T. Scott Moulder

Title: County Administrator

Witness: _____

Date: _____

CONSULTANT:

W.K. DICKSON & CO., INC.

By: Terry A. Macaluso
Terry A. Macaluso, PE

Title: Vice President

Witness: _____

Date: 6/15/15





NOTES
**LAW ENFORCEMENT, PUBLIC SAFETY, HEALTH &
WELFARE COMMITTEE MEETING**
July 14, 2015

Recycling Plan Presentation

Smith & Gardner addressed the Committee utilizing a PowerPoint presentation highlighting the following key areas:

- Project Scope & Purpose
- Diversion vs. Reuse & Recycling
- Examining 85% Diversion & High Diversion Communities

OPTION Summary: Oconee County Current Recycle Rate: +/- 30%

- **Option #1: Existing System Optimization / Education**
Potential Recycling Increase of 2-5%
Estimated Cost: \$50,000 - \$200,000
- **Option #2: MW MRF [Mixed Waste Material Recovery Facility] Stream**
Potential Recycling Increase of 7-10%
Estimated Cost: \$7,200,000 - \$7,800,000
- **Option #3: MW MRF with Organics Recovery**
Potential Recycling Increase of 15-20%
Estimated Cost: \$7,850,000 - \$8,750,000
- **Option #4: MW MRF with Wet-Dry Separation**
Potential Recycling Increase of 25-30%
Estimated Cost: \$8,600,000 - \$9,700,000

- MW MRF Financial Evaluation
 - Variables
 - Human Behavior Element
 - Cumulative Cost Assumptions & Cost of Options.
- Conclusions & Path to High Diversion
- Financial Analysis Summary

Discussion followed regarding various aspects of the presentation including capital costs, commodity markets, previous plans, "pay as you throw", relationships with municipalities, staffing, etc.

Nuisance Property

Mr. Dexter addressed the Committee regarding his concerns with abandoned and/or dilapidated homes and properties in Oconee County.

MOTION REQUIRED TO HAVE COUNCIL AFFIRM COMMITTEES RECOMMENDATION to direct the attorney to research and provide a legal opinion regarding a potential nuisance property ordinance.



NOTES

TRANSPORTATION COMMITTEE MEETING

July 14, 2015

Willow Creek Subdivision Roads

Mr. Kelly reiterated concerns with the subdivision roads. Additionally he stated that he followed up per the Committee's request and did a proof roll test and developed a cost estimate [\$165,000] to improve the roads to meet county standards.

MOTION BY COUNCIL TO AFFIRM COMMITTEES DIRECTION to staff to draft a letter to the bank and developer to identify if they would be willing to split the costs associated with the road repairs [1/3 county and remainder split between developer and bank] and to report back to the Committee their responses. Mr. Moulder noted that staff would begin on this prior to Council's affirmation of the action at their July 21, 2015 meeting.

Private Roads / Assistance Options

Mr. Moulder and Mr. Kelly reviewed with the committee county and state laws as they pertain to expenditures of public funds on private property. Discussion followed regarding various aspects of issues with private road deterioration to include health and safety concerns, lack of services due to road condition, etc.

MOTION BY COUNCIL TO AFFIRM COMMITTEES DIRECTION to explore possible options with an emphasis on potential assistance when public safety concerns are identified with the proviso that the County also limits their liability.

Stone Pond Community Request

MOTION BY COUNCIL TO AFFIRM COMMITTEES DIRECTION to direct staff to draft an ordinance to rescind Ordinance 2012-28 which created the Stone Pond Special Tax District.

Shadowood Subdivision

MOTION BY COUNCIL TO AFFIRM COMMITTEES DIRECTION to direct staff to contact the developers to provide additional information to include [1] a recorded final subdivision plat, [2] provide as-built road right-of-way plan and profile, and [3] provide an Engineer's Certification listing any items not meeting the current road construction requirements.

CTC Proposed Funding

The Committee concurred unanimously to approve staff's recommendations to [1] request that the CTC consider funding based on a priority that the County provides, which may not be the same priority the SCDOT would provide; and, [2] request additional funding (from the \$1.6M normal apportionment) be reserved for County projects since SCDOT projects are receiving the additional appropriation and distribution.

Road Inventory Project Progress Report

Mr. Kelly requested that this matter be deferred as the meeting ran long and requested that the matter be placed on the Budget, Finance & Administration Committee agenda in August 2015. Ms. Cammick Budget Committee chair concurred.

Ridge Road

Ms. Cammick noted ongoing calls from citizens on this roadway requesting the county assist with their washed out private road. Discussion followed. The Committee took no action regarding this matter at this meeting.



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

Phone: 864 716 1023
Fax: 864 716 1624

Email:
hrubel@oconee.org

Edna Carmick
District I

Wayne McCall
District II
Chairman

Paul Cain
District III

Joel Hunt
District IV

Reginald T. Dexter
District V

July 21, 2015

The Honorable Nikki R. Haley
Office of the Governor
1205 Pendleton St.
Columbia, SC 29201

RE: Request to Arm South Carolina National Guard members.

Dear Governor Haley:

The Oconee County Council, in session duly assembled, Tuesday, July 21, 2015, with quorum present and voting, unanimously directed me as Council Chairman to write to urge you to enact policy to arm all South Carolina National Guard members in the wake of the recent attacks that resulted in the tragic deaths of five servicemen in Chattanooga, Tennessee.

Additional safety measures, such as the installation of surveillance systems and bullet-proof glass at recruiting centers should be considered, as well, as it has become clear that our military personnel and officers must have the ability to defend themselves in any necessary event.

Although the arming of the South Carolina National Guard members will not necessarily deter anyone intent on harming our service men and women, it will most certainly enable our enlistees the ability to protect those living and working in the institution.

Sincerely,

Wayne McCall
Chair, Oconee County Council





Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps (DX-At Large)	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Edda Carmick	Wayne McCall	Paul Caro	Joel Thrift	Reg Dexter				
							2015-2018	2013-2016	2015-2018	2013-2016	2013-2016	2016-2018	2013-2016		
							District I	District II	District III	District IV	District V	At Large	At Large		
Aeronautics Commission	2-262	5-2	YES	2X	YES	Jan - March	Randy Renz [2]	David Dwyer [1]	Edward Perry [2]	Dan Schmidt [2]	Ronald Chiles [1]	A. Brightwell [1]	Michael Gray [1]		
Arts & Historical Commission	2-321	5-2	YES	2X	YES	Jan - March	Boyle, Borman [1]	Luther Lyle [2]	Marian Noora [1]	Barbara Waters [2]	H. Richardson [2]	Amber Large [1]	Jean Dobson [2]		
Board of Zoning Appeals	38-6-1	5-2	YES	2X	YES	Jan - March	Allen Medford [2]	Sammy Lee [2]	Bill Gilster [1]	Marty McKee [2]	Dick Hughes [2]	Berry Nichols [2]	Paul Reckert [2]		
Building Codes Appeal Board		5-0	YES	2X	YES	Jan - March	George Smith [1]	Mat Rochester [1]	Bob DuBose [2]	Mike Willimon [2]	Harry Tollison [2]				
Conservation Bank Board	2-381	Appointed by Category		2X	YES	Jan - March	Shea Airey [2]	Andy Lee [2]	VACANT	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2]	Glenn Buddin [1]		
FRT Commission (members up for reappointment due to initial stagger)	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Brian Greer [2], Rosemary Balfes [2], JoAnne Blake [2]			Becky Wise [2], Rick Lacey [2], Mike Wallace [2]			D. Pollock [1]		
Scenic Highway Committee	26-151	0-2	YES	2X	YES	Jan - March						Scott Lusk [1]	Staley Powell [1]		
Library Board	4-9-35 / 18-1	0-9	YES	2X	YES	Jan - March	Daniel Day [2], OPEN McFreeters [1], A. Champion [1], K. Holleman [1]			B. Hetherington [1], H	William Caster [2], Maria Jacobson [1], Marie McMahon [1]				
Planning Commission	6-29-310 32-4	5-2	YES	N/A	YES	Jan - March	Brad Kisker	C. W. Richards	Davis Owensby	Bud Childress	Ryan Honea	Gwen McPhail	John Lyle		
Behavioral Health Services Commission	2-291	0-7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1]							3HS contacts Council w/ recommendations when seats open	
Capital Project Advisory Committee	2-391	CC, PC, Infra 2 @-4	NO	3X	1 yr	January	Council Representative Wayne McCall, Planning Commission G. McPhail [1], Infrastructure Advisory Representative B. Rochester [1]					Randy Abbott [1]	Frankie Pearson [1]		
Infrastructure Advisory Commission	34-1	N/A	NO	N/A	NO	January	Council Representative Appointed Annually								
Ocoee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Council Representative Appointed Annually								
Ocoee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Council Representative Appointed Annually								
Ten At The Top [TATT]				NO	NO	January	Council Representative Appointed Annually								
ACOG 800				N/A	NO	January	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 (Current: B. Dobbins)								

[1] - 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 eligible 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
Corby, James	1						X			April 2015
Corley, Glenn	1						X			March 2015
Elliott, Kathy	1	Yes							X	March 2015
Faiola, John A.	1								X	July 2014
Lockhart, Raymond	1					X	X		X	July 2014
Marcengill, Richard	2	Yes				X	X			December 2014
Smith, Bill	3						X			March 2015
Coburn, William	4	Yes					X			April 2015
Blair, Gene	5	Yes		X		X	X		X	August 2014
Lusk, Scott	5	Yes					X		X	March 2015
Moss, Jennifer	5	Yes					X	X		March 2015
Walker, William	5						X			July 2014

Questionnaires are maintained on file for one year then removed from consideration unless updated by candidate.

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
Planable 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 Library Board
Tourism & Recreation	Arts & Historical Commission Parks, Recreation & Tourism Commission Scenic Highway Committee

NOTICE OF PUBLIC HEARING

Notice is hereby given by the County Council of Oconee County, South Carolina of a public hearing relating to the proposed enactment of an ordinance entitled:

Ordinance 2015-19 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE FINANCE AGREEMENT AMONG OCONEE COUNTY, SOUTH CAROLINA, US BUILDING INNOVATIONS, INC. AND FOOTHILLS INVESTORS, LLC (FORMERLY KNOWN TO THE COUNTY AS PROJECT CRYSTAL), WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL RECEIVE CERTAIN INFRASTRUCTURE CREDITS IN RESPECT OF INVESTMENT IN RELATED INFRASTRUCTURE; AND OTHER MATTERS RELATED THERETO.

Subject to the normal rules of County Council regarding appearances, members of the public are invited to attend and make comment concerning the proposed ordinance. The public hearing will be held in the Oconee County Council Chambers located at 415 South Pine Street in Walhalla, South Carolina at 6:00 pm on July 21, 2015.

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



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

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The Oconee County Council will hold a Public Hearing for Ordinance 2015-18 "AN ORDINANCE AMENDING CHAPTER 12, ARTICLE 2, SECTION 12-34 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY; REGARDING NOISE REGULATIONS OF THE COUNTY, AND OTHER MATTERS RELATED THERETO" on Tuesday, July 21, 2015 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.



E-mail:
results@oconee.org

Paul Corbett
Vice Chairman
District I

Wayne McCall
District II

Archie Barron
District III

Joel Fritts
District IV
Chairman

Reginald J. Dexter
District V



Beth Hulse

From: Beth Hulse
Sent: Monday, June 22, 2015 3:44 PM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: PH 2015-18
Attachments: 062315 - PH 2015-18 7-21-15.doc

Please run at your earliest convenience.
Thanks.

Elizabeth G. Hulse, CCC
Clerk to Council
Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691
864-718-1023
864-718-1024 [fax]
bhulse@oconeesc.com
www.oconeesc.com/council

Beth Hulse

From: Beth Hulse
Sent: Monday, June 22, 2015 3:45 PM
To: Beth Hulse; Carlos Galarza; Chad Dorsett; DJM News Editor; Fox News; Greenville News (localnews@greenvillenews.com); Kevin; Norman Cannada (ncannada@upstatetoday.com); Ray Chandler; Steven Bradley (sbradley@upstatetoday.com); Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com); WYFF 4 News
Subject: Public Hearing: 2015-18

The Oconee County Council will hold a Public Hearing for Ordinance 2015-18 "AN ORDINANCE AMENDING CHAPTER 12, ARTICLE 2, SECTION 12-34 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY; REGARDING NOISE REGULATIONS OF THE COUNTY, AND OTHER MATTERS RELATED THERETO" on Tuesday, July 21, 2015 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

Elizabeth G. Hulse, CCC

Clerk to Council

Oconee County Administrative Offices

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PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

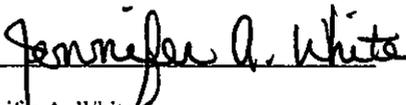
IN RE: OCC Public Hearing - Ordinance 2015-18

BEFORE ME the undersigned, a Notary Public for the State and County above named. This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 06/24/2015, 07/01/2015, 07/08/2015 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
07/08/2015



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024

**JENNIFER A WHITE
NOTARY PUBLIC
State of South Carolina
My Commission Expires July 1, 2024**

