



# Public Comment SIGN IN SHEET

October 2, 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	Stanley Gibson	Agriculture Center Support
2	Sherry Whitem	Agriculture Center Support
3	Andy Bowen	Agriculture Center Support
4	Charlie Whitem	Agriculture Center Support
5	Melinda Harbin	Agriculture Center Support
6	Andy Whitem	Agriculture Center Support
7	Tim Donald	FARM Center
8	Lilly Nutall	Agriculture Center Support
9	Patricia Kaye Brock	Agriculture Center Support
10	Tina Reif	Agriculture Center Support
11	Liz Kuemmerer	" " "
12	Ethan Canupp	Agriculture Center Support
13	Alan Thomas	Ag Center Support
14	Stanley	Ag center
15	Tara Jenkins	Ag center
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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.

NORMAL COST TO ADD TWO SWORN INVESTIGATORS

Salary	\$	39,704
FICA	\$	3,037
Retirement	\$	5,455
Worker's Comp.	\$	899
Health Insurance	\$	9,139

TOTAL SALARY + FRINGE: \$ 58,234

Equipped Vehicle \$ 35,000

Law Enforcement Equipment \$ 9,000  
(weapons, computer, Taser, bulletproof vest, walkie, etc.)

TOTAL PER OFFICER: \$ 102,234

**GRAND TOTAL FOR TWO OFFICERS: \$ 204,468**

Salary + Fringe for Investigator	\$ 58,234	
Open Secretary Position with Fringe	<u>\$ (43,816)</u>	
Funds Needed for Investigator		\$ 14,418
Upgrade Secretary position to Administrative Assistant		\$ 1,400
Vehicle	\$ 35,000	
City of Walhalla	<u>\$ (24,000)</u>	\$ 11,000
Law Enforcement Equipment		<u>\$ 8,730</u>
Funds needed for one Property Crime Investigator		\$ 35,548
Matching county funds for one Child/Elder Abuse Investigator		<u>\$ 11,000</u>
<b>TOTAL FUNDS NEEDED FOR TWO INVESTIGATORS</b>		<b>\$ 46,548</b>

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
ORDINANCE 2015-26**

**AN ORDINANCE CANCELLING, REVOKING, AND RESCINDING  
OCONEE COUNTY ORDINANCE 2012-28 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 August 14, 2012, following three readings and a public hearing, finally enacted Oconee County Ordinance 2012-28 (as modified or amended, the "Stone Pond Ordinance"), establishing and providing for the operation of the Stone Pond Special Tax District (the "District") pursuant to Section 4-9-30, Code of Laws of South Carolina 1976, as amended ("Section 4-9-30"), which Stone Pond Ordinance has subsequently been codified or would be codified as a section (the "Section") of the Oconee County Code of Ordinances (the "Code"); and

WHEREAS, no taxes or uniform service charges have been levied or collected within the District as permitted by Section 4-9-30, and no bonds or other indebtedness have been issued by the County payable from such taxes or uniform service charges; and

WHEREAS, County Council has determined to revoke, cancel, repeal and rescind the Stone Pond Ordinance and the applicable Section of the Code and terminate the existence of the District;

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. The Stone Pond Ordinance and the Section of the Code are hereby revoked, cancelled, repealed, and rescinded in their entirety, and the existence of the District is hereby terminated and revoked.

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:       September 15, 2015  
Second Reading:     October 6, 2015  
Third Reading:       \_\_\_\_\_  
Public Hearing:       \_\_\_\_\_

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2015-29**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE FEE AGREEMENT BETWEEN OCONEE COUNTY AND ULBRICH PRECISION FLAT WIRE, LLC, ULBRICH SOLAR WIRE, LLC AND PLANT ROAD, LLC, TO INCLUDE THE ADDITION OF ULBRICH SOLAR TECHNOLOGIES, INC., AS A SPONSOR, AMENDING THE FEE AGREEMENT DATED AS OF NOVEMBER 1, 2013; AND OTHER MATTERS RELATED THERETO

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

WHEREAS, pursuant to an Oconee County ordinance dated October 15, 2013, the County Council authorized the execution by the County of a Fee Agreement dated as of November 1, 2013 (the "Fee Agreement") with Ulbrich Precision Flat Wire, LLC ("Ulbrich") and Ulbrich Solar Wire, LLC and Plant Road, LLC ("Sponsors") for the purpose of financing the cost of the expansion and acquisition, by construction and purchase of buildings, improvements, machinery, equipment and fixtures which constitute a facility used for the purpose of manufacturing metal products in the County and all activities related thereto (the "Project"); and

WHEREAS, Ulbrich is desirous of amending the Fee Agreement dated as of November 1, 2013, to include the addition of Ulbrich Solar Technologies, Inc. as a Sponsor along with the current Sponsors Ulbrich Solar Wire, LLC and Plant Road, LLC in the Project (jointly hereafter the "Sponsors"); and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of an amendment of the Fee Agreement (the "Amended Fee Agreement") by and between the County and the Sponsors which includes Ulbrich Solar Technologies, Inc. as an additional Co-Sponsor; and

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

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

Section 1. It is the intention of the County Council and the Sponsors that the amendment of the Fee Agreement to simply add Ulbrich Solar Technologies, Inc. as an additional Sponsor, shall not diminish or enhance the value of the existing fee in lieu of tax arrangement between the County and Ulbrich to either party, provided, the Sponsors, collectively, shall now (with the Amended Fee Agreement) have a minimum required investment level of \$5,000,000 in the Project on or before December 31, 2018.

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

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

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this \_\_\_th day of October, 2015.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Wayne McCall, Chairman of County Council  
Oconee County, South Carolina

**ATTEST:**

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

First Reading:       September 15, 2015  
Second Reading:     October 6, 2015  
Public Hearing:       October 20, 2015  
Third Reading:       October 20, 2015

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**ORDINANCE 2015-30**

**AN ORDINANCE DIRECTING THAT THE IMPLEMENTATION OF REAL PROPERTY REASSESSMENT IN OCONEE COUNTY BE DELAYED FOR ONE (1) YEAR, AS AUTHORIZED BY STATUTE; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Section 12-43-217(A), South Carolina Code, 1976, as amended (the "Code"), requires that, notwithstanding any other provision of law, once every fifth year, each county within the State of South Carolina (the "State") shall appraise and equalize those properties under its jurisdiction, and that such property evaluation must be complete at the end of December of the fourth year and the county must notify every taxpayer of any change in value or classification if the change is one thousand dollars or more, and requires that in the fifth year, the county shall implement the program and assess all property on the newly appraised value; and,

**WHEREAS**, Section 12-43-217(B) of the Code indicates that a county by ordinance may postpone, for not more than one (1) property tax year, the implementation of revised values resulting from the equalization program provided pursuant to subsection (A) of such Section 12-43-217 of the Code ("Section 12-43-217"), and that the postponement ordinance will apply to all revised values, including values for state appraised property, and that the postponement allowed by such subsection will not affect the schedule of the appraisal and equalization program required pursuant to subsection (A) of such Section 12-43-217; and,

**WHEREAS**, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, pursuant to and in accordance with such Section 12-43-217, is in the process of completing the requirements of subsection (A) of such Section 12-43-217, such that the property valuation required by that subsection will be complete or substantially complete by the end of December, 2015, and implemented no later than property tax year 2017; and

**WHEREAS**, the County, acting by and through its County Council (the "County Council"), desires to postpone the implementation of revised values resulting from such equalization program, in order to ensure that all values compiled as a result of the reassessment are as complete and accurate as possible:

**NOW, THEREFORE**, be it ordained by Oconee County Council in meeting duly assembled that:

1. Oconee County, South Carolina acting by and through its County Council, and pursuant to Section 12-43-217 (B), South Carolina Code, 1976, as amended, hereby directs that the implementation of revised values resulting from the equalization program provided pursuant to subsection (A) of such Section 12-43-217, shall be postponed in the County for one (1) property tax year. The County Council further directs that such postponement shall apply to all revised values,

including values for state appraised property. The County Council further directs that the postponement provided by this Ordinance shall not affect the schedule of the appraisal and equalization program otherwise required pursuant to subsection (A) of such Section 12-43-217.

2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

3. Should any part or portion of ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.

4. This ordinance shall take effect and be in force from and after third reading and public hearing.

Ordained this \_\_\_\_ day of \_\_\_\_\_, 2015, in meeting duly assembled.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Wayne McCall, Chairman, County Council  
Oconee County, South Carolina

ATTEST:

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

First Reading: September 15, 2015 [title only]  
Second Reading: October 6, 2015  
Public Hearing:  
Third Reading:

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STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**ORDINANCE 2015-31**

AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$900,000 GENERAL OBLIGATION BONDS, SERIES 2015, OF OCONEE COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL OR COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS; THE DISPOSITION OF THE PROCEEDS OF THE BONDS; AND OTHER MATTERS RELATING THERETO.

Enacted: \_\_\_\_\_, 2015

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

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall have, for all purposes of this Ordinance and of any ordinance, resolution, certificate, opinion, instrument or other document herein or therein mentioned, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and *vice versa*. The term:

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

“Bond Act” shall mean Title 4, Chapter 15, Code of Laws of South Carolina 1976 (being The County Bond Act), as amended from time to time.

“Books of Registry” shall mean the registration books maintained by the Registrar in accordance with Section 6 hereof.

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

“County” shall mean Oconee County, South Carolina.

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

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

“Interest Payment Date” shall mean the date or dates as determined by the Chairman of County Council or the County Administrator.

“Ordinance” shall mean this Ordinance.

“Paying Agent” shall mean the County Treasurer or a bank appointed as paying agent pursuant to this Ordinance.

“Projects” shall mean any one or more of the following:

**“Purchaser”** shall mean the initial purchaser of the Series 2015 Bonds.

**“Registrar”** shall mean the County Treasurer or a bank appointed as registrar pursuant to this Ordinance.

**“Series 2015 Bonds”** shall mean the not exceeding \$900,000 General Obligation Bonds, Series 2015, of the County authorized to be issued pursuant to this Ordinance.

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

**“State”** shall mean the State of South Carolina.

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

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

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such general obligation debt may be incurred only for a purpose which is a public purpose and which is a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

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

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

(e) The assessed value of all the taxable property in the County established by the last completed assessment thereof is not less than \$521,294,691. Eight percent of such sum is \$41,703,575. As of the date hereof, the outstanding general obligation debt of the County subject to the limitations imposed by Article X, Section 14(7)(a) of the Constitution is \$14,365,000, representing the outstanding principal balances of the following general obligation bonds of the County:

(i) \$5,300,000 original principal amount General Obligation Refunding Bonds, Series 2010, dated September 2, 2010, currently outstanding in the principal amount of \$1,360,000;

(ii) \$17,000,000 original principal amount General Obligation Bonds, Series 2011, dated June 16, 2011, currently outstanding in the principal amount of \$10,690,000; and

(iii) \$2,600,000 original principal amount General Obligation Bonds, Taxable Series 2013, dated June 20, 2013, currently outstanding in the principal amount of \$2,315,000.

Thus, the County may incur not exceeding \$27,338,575 of general obligation debt within its applicable constitutional debt limitation.

(f) The proceeds of the Series 2015 Bonds authorized by this Ordinance shall be used to defray a portion of the costs of the Projects and to pay costs of issuance of the Series 2015 Bonds. The Projects are necessary and in the best interest of the County. The issuance of the Series 2015 Bonds authorized by this Ordinance for such purpose is necessary, and such Series 2015 Bonds will be issued for a corporate purpose and a public purpose of the County.

(g) It is now in the best interest of the County to provide for the issuance and sale of not exceeding \$900,000 aggregate principal amount Series 2015 Bonds of the County to provide funds to defray all or a portion of the costs of the Projects.

**SECTION 3. Authorization of Series 2015 Bonds.** Pursuant to the aforesaid provisions of the Constitution and the Bond Act, there is hereby authorized to be issued not exceeding \$900,000 General Obligation Bonds of the County (the "Series 2015 Bonds"), the proceeds of which will be used to defray all or a portion of the costs of the Projects and other costs incidental thereto, including any engineering, architectural, financial and legal fees relating thereto and other incidental costs of issuing the Series 2015 Bonds.

The Series 2015 Bonds shall be designated "\$ (principal amount issued) General Obligation Bonds, Series 2015, of Oconee County, South Carolina" with such additional descriptive terms as may be necessary.

The Series 2015 Bonds shall be issued in fully registered form; shall be registered as to principal and interest in the name of the Purchaser; shall be dated as of the date of their delivery or such other date as the Chairman of County Council or County Administrator determines; shall bear interest at the rate or rates determined by the Chairman of County Council or the County Administrator at the time of the sale thereof; may be issued as a single bond in the denomination of not exceeding \$900,000 or as a series of bonds in the respective principal amounts maturing each year; and shall mature within one year of its date of issuance and in the principal amount as determined by the Chairman of County Council or the County Administrator pursuant to Section 5 hereof.

Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months, unless otherwise agreed upon by the Chairman of County Council or the County Administrator and the Purchaser of the Series 2015 Bonds.

Both the principal of and interest on the Series 2015 Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

**SECTION 4. Redemption Provisions.** The Series 2015 Bonds may be subject to redemption prior to maturity at such time or times and upon such terms and conditions as the Chairman of County Council or the County Administrator and the Purchaser agree upon.

**SECTION 5. Authority to Determine Certain Matters.** The County Council hereby authorizes the County Administrator the authority to offer the Series 2015 Bonds for sale at such date and time and in such manner as he may determine. The County Council hereby further authorizes the Chairman of County Council or the County Administrator the authority to:

- (a) determine the original issue date of the Series 2015 Bonds;

- (b) determine the aggregate principal amount of the Series 2015 Bonds to be issued if less than authorized by this Ordinance;
- (c) determine the maturity date and principal amount maturing on such date, provided the Series 2015 Bonds shall mature within one year of its date of issue;
- (d) determine whether the Series 2015 Bonds will be subject to optional redemption prior to maturity and, if so, the terms and conditions of redemption;
- (e) designate the Paying Agent and Registrar for the Series 2015 Bonds;
- (f) receive bids for the Series 2015 Bonds on behalf of the County and award the sale of the Series 2015 Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Series 2015 Bonds;
- (g) determine whether the Series 2015 Bonds will be issued on a taxable or federal tax-exempt basis;
- (h) determine whether to publish a notice of the adoption of this Ordinance as provided in Section 11-27-40(8) of the South Carolina Code; and
- (i) approve any other matters necessary to effect the issuance of the Series 2015 Bonds.

After the sale of the Series 2015 Bonds, the Chairman of County Council or the County Administrator shall submit a written report to the County Council setting forth the results of the sale of the Series 2015 Bonds.

**SECTION 6. Registration of the Series 2015 Bonds.** The Series 2015 Bonds shall be registered in the name of the Purchaser thereof, as the registered owner, at the office of the Treasurer of Oconee County or at the office of a bank designated by the Purchaser and approved by the Chairman of County Council or the County Administrator on the Books of Registry to be kept for that purpose, and such registration shall be noted on the registration attached to the Series 2015 Bonds, after which no transfer of such Series 2015 Bonds shall be effective unless made on such Books of Registry by the registered owner in person or its duly authorized legal representative and similarly noted on the Series 2015 Bonds.

With the consent of the Purchaser of the Series 2015 Bonds, and notwithstanding any provision to the contrary contained in this Ordinance or in the Series 2015 Bonds, the Series 2015 Bonds may be sold or transferred by the Purchaser thereof only to purchasers (“Qualified Investors”) who execute an investment letter delivered to the County, in form satisfactory to the County (the “Investment Letter”), containing certain representations, warranties and covenants as to the suitability of such purchasers to purchase and hold the Series 2015 Bonds. Such restrictions shall be set forth on the face of the Series 2015 Bonds and shall be complied with by each transferee of the Series 2015 Bonds.

**SECTION 7. Execution of Series 2015 Bonds.** The Series 2015 Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chairman of County Council (or in his absence the Vice Chairman), attested by the manual or facsimile signature of the Clerk to the County Council under the seal of the County to be impressed or affixed thereon.

**SECTION 8. Form of Series 2015 Bonds.** The Series 2015 Bonds and the provisions for registration to be endorsed thereon shall be in substantially the following form:

[Remainder of page intentionally left blank]

(FORM OF BOND)

THIS BOND MAY BE SOLD OR TRANSFERRED IN WHOLE OR IN PART ONLY TO A PURCHASER OR TRANSFEREE CONSTITUTING A QUALIFIED INVESTOR (AS SUCH TERM IS DEFINED IN THE HEREAFTER DEFINED ORDINANCE UNDER WHICH THIS BOND IS ISSUED), AND ONLY UPON SUCH QUALIFIED INVESTOR DELIVERING TO THE COUNTY AN INVESTMENT LETTER IN THE FORM REQUIRED UNDER THE ORDINANCE.

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
GENERAL OBLIGATION BOND, [TAXABLE] SERIES 2015

\$ \_\_\_\_\_

R- \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that Oconee County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to \_\_\_\_\_, in \_\_\_\_\_ (the "Bank"), its successors or registered assigns, the principal amount of \$ \_\_\_\_\_ together with interest on the unpaid principal balance hereof at the rate of \_\_\_\_\_% per annum. The principal of and interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) on this Bond is payable on \_\_\_\_\_, 2016.

Both the principal of and interest on this Bond are payable at the office of the County Treasurer in Oconee, South Carolina, without presentation and surrender of this Bond in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, the Purchaser agrees to surrender this Bond before or within a reasonable time after its final maturity.

This Bond is issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14, of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina, 1976, as amended; and Ordinance No. \_\_\_\_\_ duly enacted on \_\_\_\_\_, 2015, by the County Council of the County.

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

This Bond is not subject to redemption prior to its maturity.

This Bond is transferable as provided in the Ordinance, only upon the registration books of the County kept for that purpose at the office of the County Treasurer, as Registrar, in Oconee, South

Carolina, by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds in the same aggregate principal amount, interest rate, and maturity date shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner thereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

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

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

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Bond to be signed with the [manual or facsimile] signature of the Chairman of County Council, attested by the [manual or facsimile] signature of the Clerk of the County under the corporate seal of the County impressed, imprinted or reproduced hereon and this Bond to be dated the \_\_\_\_ day of \_\_\_\_\_, 2015.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

\_\_\_\_\_  
Chairman of County Council

ATTEST:

\_\_\_\_\_  
Clerk to County Council

REGISTRATION

This Bond has been registered in the name of \_\_\_\_\_ in \_\_\_\_\_, on the registration books kept by the Treasurer of Oconee County, South Carolina.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Treasurer of Oconee County,  
South Carolina

SECTION 9. Sale of Series 2015 Bonds; Form of Notice of Sale. The Series 2015 Bonds shall be sold pursuant to a Notice of Sale in substantially the form set forth below which shall be distributed to prospective bidders as determined by the County Administrator:

NOTICE OF SALE

\$ \_\_\_\_\_ GENERAL OBLIGATION BONDS, [TAXABLE] SERIES 2015  
OF OCONEE COUNTY, SOUTH CAROLINA

[BANK INTEREST DEDUCTION ELIGIBLE]

Bid Date and Time: \_\_\_\_\_, 2015; \_\_\_\_:\_\_\_\_.m.

Fax Bids to: 864.638.4246

E-mail bids to: [smoulder@oconeesc.com](mailto:smoulder@oconeesc.com)

[mburns@mcnair.net](mailto:mburns@mcnair.net)

[brian.nurick@compassmuni.com](mailto:brian.nurick@compassmuni.com)

Time and Place of Sale: NOTICE IS HEREBY GIVEN that proposals for the purchase of \$ \_\_\_\_\_ \* General Obligation Bonds, [Taxable] Series 2015 (the "Series 2015 Bonds"), of Oconee County, South Carolina (the "County"), will be received by the County Administrator on behalf of the County in the Council's offices, 415 S. Pine Street, Walhalla, South Carolina, 29691 until \_\_\_\_:\_\_\_\_.m., South Carolina time, on \_\_\_\_\_, 2015, at which time such proposals will be publicly opened.

Mailed or Hand-Delivered Proposals: Each hand-delivered proposal should be enclosed in a sealed envelope marked "Proposal for General Obligation Bonds, Series 2015, Oconee County, South Carolina" and should be mailed or hand-delivered to T. Scott Moulder, County Administrator, at the address in the first paragraph hereof.

Facsimile Proposals: The County will accept the facsimile transmission of a manually signed proposal at the risk of the bidder. The County shall not be responsible for the confidentiality of proposals submitted by facsimile transmission. Any delay in receipt of a facsimile proposal and any incompleteness or illegible portions of such proposal are the responsibility of the bidder. Proposals by facsimile should be transmitted to the attention of Scott Moulder, County Administrator, Fax No. 864.638.4246.

E-mail Proposals: E-mail proposals may be e-mailed to the attention of T. Scott Moulder, County Administrator, at [smoulder@oconeesc.com](mailto:smoulder@oconeesc.com) with a copy to Michael W. Burns, Esq., Bond Counsel, at [mburns@mcnair.net](mailto:mburns@mcnair.net), and a copy to Brian Nurick, Financial Advisor, at [brian.nurick@compassmuni.com](mailto:brian.nurick@compassmuni.com).

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

The Series 2015 Bonds: The Series 2015 Bonds will be issued in fully registered form; will be registered as to principal and interest in the name of the Purchaser thereof; will be dated as of the date of their delivery or such other date as the Chairman of County Council or County Administrator determine; will be in the denomination of \$ \_\_\_\_\_\*; and will bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) payable on \_\_\_\_\_, 2016.

\*Preliminary, subject to adjustment.

**Redemption:** The Series 2015 Bonds will not be subject to redemption prior to maturity.

**Bid Requirements:** Bidders shall specify a single fixed rate of interest per annum which Series 2015 Bonds are to bear. For purposes of bid computations, it is assumed the Series 2015 Bonds will be dated \_\_\_\_\_, 2015. The Series 2015 Bonds are being sold at par. A bid for less than the entire issue, or a bid at a price less than par, will not be considered. It is preferred that a bidder's proposal not be subject to further credit or underwriting approval.

**Award of Series 2015 Bonds:** The Series 2015 Bonds will be awarded to the bidder offering to purchase the Series 2015 Bonds at the lowest net interest cost (NIC) to the County. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 5:00 p.m., South Carolina time, on the date of the sale. Any fees or charges of the bidder to be paid by the County will be treated as additional interest.

**Bid Form:** No good faith check is required. It is requested, but not required, that your bid be submitted on the attached bid form.

**Security:** The Series 2015 Bonds shall constitute binding general obligations of the County, and the full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2015 Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Series 2015 Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

**Initiative and Referendum:** Section 4-9-1220 of the Code of Laws of South Carolina, 1976, as amended, provides that within 60 days after the enactment of any ordinance authorizing the issuance of general obligation bonds, a petition signed by 15% of the qualified electors of the County may be filed with the Clerk to County Council requesting that the ordinance be repealed. The Ordinance authorizing the Series 2015 Bonds was enacted on \_\_\_\_\_, 2015. In the event that such a petition is filed, the County reserves the right to rescind the award of the sale of the Series 2015 Bonds without any liability or damage whatsoever to the County.

**Legal Opinion:** The County shall furnish upon delivery of the Series 2015 Bonds the final approving opinion of McNair Law Firm, P.A., Greenville, South Carolina, which opinion shall accompany each Series 2015 Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Series 2015 Bonds. Certain legal matters will be passed upon for the County by its counsel, Thomas L. Martin, Esq.

**[Tax Exemption and Other Tax Matters:** The Internal Revenue Code of 1986, as amended (the "Code"), includes provisions that relate to tax-exempt obligations, such as the Series 2015 Bonds, including, among other things, permitted uses and investment of the proceeds of the Series 2015 Bonds and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest on the Series 2015 Bonds becoming subject to federal income taxation retroactive to the date of issuance of the Series 2015 Bonds. The County has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Series 2015 Bonds from gross income for federal tax purposes.

Failure of the County to comply with the covenant could cause the interest on the Series 2015 Bonds to be taxable retroactively to the date of issuance.

The Code imposes an alternative minimum tax on a taxpayer's alternative minimum taxable income. Interest on the Series 2015 Bonds is not an item for tax preference for purposes of the individual and corporate alternative minimum tax. However, interest on the Series 2015 Bonds will be includable in the adjusted net book income or adjusted current earnings of a corporation for purposes of computing the alternative minimum tax imposed on corporations.

Purchasers of the Series 2015 Bonds should consult their tax advisors with respect to collateral tax consequences of ownership of the Series 2015 Bonds, such as the calculation of alternative minimum tax, environmental tax or foreign branch profits tax liability, the tax on passive income of S corporations, the inclusion of Social Security or other retirement payments in taxable income, or the portion of interest expense of a financial institution which is allocable to tax-exempt interest.]

Series 2015 Bonds are "Bank Qualified": The County will designate the Series 2015 Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct, from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.]

South Carolina Taxation: The interest on the Series 2015 Bonds is exempt from all State taxation except estate or other transfer taxes. Section 12-11-20 of the South Carolina Code of Laws 1976, as amended, imposes upon every bank engaged in business in the State a fee or franchise tax computed at the rate of 4-1/2% of the entire net income of such bank. Regulations of the South Carolina Department of Revenue and Taxation require that the term "entire net income" includes income derived from any source whatsoever including interest on obligations of any state and any political subdivision thereof. Interest on the Series 2015 Bonds will be included in such computation.

Investment Letter: If the successful purchaser of the Series 2015 Bonds intends to hold the Series 2015 Bonds in its own account, it will be requested to execute a letter in substantially the form accompanying this Request for Proposals.

Miscellaneous: Bidders are requested to indicate their intentions with respect to subsequent sales or transfers of the Series 2015 Bonds. Bidders are also requested to indicate whether any commitment fee will be required or whether the County will be requested to reimburse the successful bidder for out-of-pocket expenses and counsel fees.

Delivery: The Series 2015 Bonds will be delivered on or about \_\_\_\_\_, 2015, in Walhalla, South Carolina. The purchase price then due must be paid in federal funds or other immediately available funds. The costs of issuance of the Series 2015 Bonds will be borne by the County.

Additional Information: Bidders may not rely on this Notice of Sale as to the complete information concerning the Series 2015 Bonds. Persons seeking additional information should communicate with:

Scott Moulder, ICMA-CM  
Oconee County Administrator  
864.638.4244  
e-mail: [smoulder@oconeesc.com](mailto:smoulder@oconeesc.com)

Ladale V. Price  
Oconee County Finance Director  
864.638.4235  
email: [lprice@oconeesc.com](mailto:lprice@oconeesc.com)

Michael W. Burns, Esq.  
McNair Law Firm, P.A.  
864.271.4940  
email: [mburns@mcnair.net](mailto:mburns@mcnair.net)

Brian Nurick  
Compass Municipal Advisors, LLC  
Managing Director  
859.368.9616  
e-mail: [brian.nurick@compassmuni.com](mailto:brian.nurick@compassmuni.com)

OCONEE COUNTY, SOUTH CAROLINA

Section 10. Notice of Private Sale. Not less than seven (7) days prior to the delivery of the Series 2015 Bonds, notice of intention to sell the Series 2015 Bonds at private sale shall be given by publication in a newspaper of general circulation in the County.

The Notice shall be in substantially the following form:

NOTICE REGARDING SALE OF \$ \_\_\_\_\_  
GENERAL OBLIGATION BONDS  
[TAXABLE] SERIES 2015  
OCONEE COUNTY, SOUTH CAROLINA

NOTICE IS HEREBY GIVEN that pursuant to the provisions of *S.C. Code § 11-27-40(4)*, the County Council (the "County Council") of Oconee County, South Carolina (the "County"), by Ordinance No. \_\_\_\_\_ enacted on \_\_\_\_\_, 2015, approved the sale of \$ \_\_\_\_\_ General Obligation Bonds [Taxable] Series 2015 (the "Bonds"), of the County. The Bonds will be sold to \_\_\_\_\_ at a purchase price of \$ \_\_\_\_\_; will bear interest at the rate of \_\_\_% per annum; will be dated as of the date of its delivery; and will mature on \_\_\_\_\_, \_\_\_\_.

Oconee County, South Carolina

SECTION 11. Security for Series 2015 Bonds. The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2015 Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Series 2015 Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Series 2015 Bonds, and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and

interest on the Series 2015 Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

**SECTION 12. Defeasance.** The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Series 2015 Bonds, and such Series 2015 Bond or Series 2015 Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Series 2015 Bond or Series 2015 Bonds shall have been purchased by the County and surrendered to the City for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Series 2015 Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent in trust and irrevocably setting aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the Paying Agent. At such time as the Series 2015 Bonds shall no longer be deemed to be outstanding hereunder, such Series 2015 Bonds shall cease to draw interest from the maturity date thereof, and, except for the purposes of any such payment from such moneys or Government Obligations as set forth in (ii) above, shall no longer be secured by or entitled to the benefits of this Ordinance.

**SECTION 13. Exemption from State Taxes.** Both the principal of and interest on the Series 2015 Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the South Carolina Code from all State, county, municipal, school district, and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

**SECTION 14. Deposit and Use of Proceeds.** The proceeds derived from the sale of the Series 2015 Bonds shall be deposited in a special fund, separate and distinct from all other funds, and applied solely to defray the costs of the Projects.

**SECTION 15. Notice of Public Hearing.** The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Series 2015 Bonds and this Ordinance, such notice in the form attached hereto as Exhibit A, having been published in *The Journal*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

**SECTION 16. Filings with Central Repository.** In compliance with Section 11-1-85 of the South Carolina Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five percent (5%) of the County's revenue or its tax base.

**SECTION 17. Tax Covenants.** To the extent that the Series 2015 Bonds are issued on a federal tax-exempt basis, the County hereby covenants and agrees with the holders of the Series 2015 Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2015 Bonds and to become includable in the gross income of the bondholders for federal income

tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Series 2015 Bonds of the proceeds of the Series 2015 Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Series 2015 Bonds would have caused the Series 2015 Bonds to be “arbitrage bonds”, as defined in the United States Internal Revenue Code of 1986 (Section 148 of the “Code”), and to that end the County hereby shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Series 2015 Bonds are outstanding;
- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

The County Administrator is hereby authorized to adopt written procedures to ensure the County’s compliance with federal tax matters relating to the Series 2015 Bonds.

**SECTION 18. Declaration of Intent to Reimburse Certain Expenditures.** To the extent that the Series 2015 Bonds are issued on a federal tax-exempt basis, this Ordinance shall constitute the County’s declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the County from a portion of the proceeds of the Series 2015 Bonds for expenditures it anticipates incurring (the “Expenditures”) with respect to the Projects prior to the execution and delivery of the Series 2015 Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (a) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Code) under general federal income tax principals; or (2) certain de minimis or preliminary Expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. The source of funds for the Expenditures with respect to the Expenditures will be the County’s general fund. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such Projects were placed in service, but in no event more than three (3) years after the original Expenditures.

**SECTION 19. Designation of Series 2015 Bonds.** To the extent that the Series 2015 Bonds are issued on a federal tax-exempt basis, the County covenants that, in accordance with the provisions of the Code, the Series 2015 Bonds are designated as a “qualified tax-exempt obligation”, as defined in Section 265(b)(3) the Code. The County and all subordinate entities thereof do not anticipate to issue more than \$10,000,000 in tax-exempt bonds or other tax-exempt obligations in 2015 (other than private activity bonds that are not qualified Section 501(c)(3) bonds). The County represents that the sum of all tax-exempt obligations (other than private activity bonds) issued by the County and all subordinate entities thereof during calendar year 2015 is not reasonably expected to exceed \$10,000,000.

**SECTION 20. Miscellaneous.** The County Council hereby authorizes the Chairman of County Council, the Vice-Chair of County Council, the County Administrator, the Director of Finance, the Clerk to the County Council and County Attorney, to execute such documents and instruments as may be necessary to effect the issuance of the Series 2015 Bonds, or to make any modifications in any documents including but not limited to the form of Series 2015 Bonds or the Notice of Sale. The County Council hereby authorizes the County Administrator to retain the law firm of McNair Law Firm, P.A., as bond counsel in connection with the issuance of the Series 2015 Bonds. The County Council hereby further authorizes the County Administrator to retain Compass Municipal Advisors, LLC as financial advisor to the County in connection with the issuance of the Series 2015 Bonds.

**SECTION 21. Repeal of Conflicting Ordinances.** All orders, resolutions, ordinances and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Series 2015 Bonds are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

**SECTION 22. Codification.** This Ordinance shall be forthwith codified in the Code of County Ordinances in the manner required by law.

**SECTION 23. Effective date.** The provisions of this Ordinance shall be effective upon its enactment.

[Signature page follows]

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2015.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

\_\_\_\_\_  
Chairman, County Council  
Oconee County, South Carolina

ATTEST:

\_\_\_\_\_  
Administrator, Oconee County, South Carolina

\_\_\_\_\_  
Clerk to County Council,  
Oconee County, South Carolina

First Reading: September 15, 2015  
Second Reading: October 6, 2015  
Public Hearing: \_\_\_\_\_, 2015  
Third Reading: \_\_\_\_\_, 2015

**PUBLIC NOTICE**

Notice is hereby given that a public hearing will be held by the County Council of Oconee County, South Carolina (the "County"), during the [6:00 p.m.] meeting of Oconee County Council on \_\_\_\_\_, 2015, at the Council Chamber of Oconee County Council, 415 South Pine Street, Walhalla, South Carolina.

The purpose of the public hearing is to consider an Ordinance authorizing the County to issue not exceeding \$900,000 General Obligation Bonds, Series 2015 (the "Bonds"), the proceeds of which will be applied to defray the cost of one or more of the following projects:

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

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

OCONEE COUNTY COUNCIL, SOUTH CAROLINA

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**ORDINANCE 2015-32**

AUTHORIZING THE SALE BY OCONEE COUNTY OF CERTAIN REAL PROPERTY AND IMPROVEMENTS THEREON AND THE GRANT BY THE COUNTY OF CERTAIN EASEMENTS AFFECTING REAL PROPERTY, OWNED BY THE COUNTY AND LOCATED IN THE CITY OF WALHALLA, SOUTH CAROLINA, TO HISTORIC OCONEE COURTHOUSE LLC (THE "COMPANY"); AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND ONE OR MORE EASEMENT AGREEMENTS TO BE ENTERED INTO BY AND BETWEEN THE COUNTY AND THE COMPANY; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE INCENTIVE AGREEMENTS BY AND BETWEEN THE COUNTY AND THE COMPANY FOR THE PURPOSES OF MAKING AVAILABLE TO THE COMPANY CERTAIN PROJECT INFRASTRUCTURE GRANT FUNDS AND CERTAIN SPECIAL SOURCE REVENUE CREDITS; AUTHORIZING, RATIFYING AND AFFIRMING ALL PRIOR ACTS OF OCONEE COUNTY AND ITS OFFICERS AND ELECTED OFFICIALS WITH REGARD TO THE FOREGOING; AUTHORIZING THE EXECUTION AND DELIVERY OF ANY AND ALL DOCUMENTS, INSTRUMENTS OR CERTIFICATES NECESSARY OR DESIRABLE TO ACCOMPLISH THE FOREGOING; AND OTHER MATTERS RELATED THERETO.

Section 1. Findings and Determinations. The County Council of Oconee County, South Carolina (the "County Council") hereby finds and determines as follows:

(a) Oconee County, South Carolina (the "County") is a political subdivision of the State of South Carolina (the "State") and as such has all powers granted to counties by the Constitution and the general law of the State.

(b) The County, acting by and through the County Council, is authorized and empowered to make and execute contracts of the type hereinafter described and to acquire, sell, lease or otherwise dispose of real property pursuant to S.C. Code Ann. § 4-9-30.

(c) The County is authorized by Article VIII, Section 13 of the Constitution and Section 4-1-170 of the Act (collectively, the "Park Act"), to enter into agreements with one or more contiguous counties for the creation and operation of one or more joint-county industrial and business parks ("Parks").

(d) The County acting by and through its County Council is authorized and empowered under and pursuant to the provisions of Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended (collectively, the "Credit Act") to grant credits against payments of fees-in-lieu of taxes ("FILOT") received and retained under the Park Act to

offset qualifying infrastructure related expenditures pursuant to the Credit Act (“Special Source Revenue Credits”).

(e) There is located at the intersection of Main Street and South Church Street in the County and in the City of Walhalla, South Carolina (the “City”), certain property with improvements thereon, fee simple title to which is currently held by the County (the “Property”), said Property having formerly served as the County Courthouse and having County TMS#: 500-15-13-001.

(f) The Property is one of historic value and significance to the County, and of such prominence as to have a significant impact on the surrounding community. The structure located on the Property is falling into a state of disrepair and is in need of rehabilitation to protect against future damage from the elements, and Historic Oconee Courthouse LLC, a South Carolina limited liability company (the “Company”), is willing to proceed with such rehabilitation of the Property pending the negotiation and execution of the Agreements, subject to certain conditions.

(g) The County has previously sought proposals for rehabilitation and redevelopment work on the Property from any interested developers or parties through a request for proposals submitted in accordance with County ordinances, code and regulations, and received no responsive, responsible proposals to such request. The Company is considering acquiring the Property and developing thereon, through rehabilitation of existing structures and new construction, hotel, office, restaurant and/or retail space (the “Project”), which will result in the investment of not less than Two Million \$2,000,000.00 Dollars.

(h) Based on currently available information: (i) the ultimate goal of the Project is to encourage capital investment, diversification of the tax base through creation of new taxable property, and the creation of jobs in the County; (ii) the citizens of the County will be the primary beneficiaries of the expected capital investment and job creation generated by the Project; (iii) the benefits represented by the Project are not speculative; and (iv) the public interest is likely to be served to a substantial degree through the expected capital investment, creation of jobs, the expansion and diversification of the tax base by third party commercial investors.

(i) As an inducement for the Project, the County has determined to provide certain incentives (the “Incentives”), including but not limited to, the following:

(i) conveyance of the Property to the Company by limited warranty deed in accordance with the terms of an Agreement for the Purchase and Sale of Real Property (the “Purchase Agreement”) in substantially the form attached hereto as Exhibit A, and the grant of certain easement rights over and across real property owned by the County adjoining or in close proximity to the Property for ingress, egress and parking, as may be necessary or beneficial to the Project, as is contemplated by the terms of the Purchase Agreement;

(ii) pending the receipt of the consent of the City required under the Park Act, the establishment of a Park and addition of the Property and the Project to such Park pursuant

to a separate ordinance of the County and an Agreement for Development of Joint County Industrial and Business Park (the "Park Agreement") to be entered into by and between the County and one or more adjoining partner counties;

(iii) pending the establishment of the Park as described in (ii) above, the provision of an annual Special Source Revenue Credit (the "Credit") to the Company against FILOT paid or to be paid by the Company with respect to personal property comprising part of the Project in the Park in each of the first five years that FILOT are paid for the Project in the Park, the amount of which Credit in each of such five years shall be the amount necessary to reduce the FILOT for personal property owned by the Company comprising part of the Project in the Park to not more than \$2,000, all in accordance with the terms of a Special Source Credit Agreement (the "Credit Agreement") to be entered into by and between the County and the Company in substantially the form attached as Exhibit B hereto;

(v) a grant of funds in the amount of \$500,000 from the County to the Company for the benefit of the Project, the terms and conditions of which are set forth in a grant agreement attached hereto as Exhibit C ("Project Grant Agreement"), provided that the Company's performance of its obligations under the Grant Agreement shall be secured by a mortgage of the Property to be made and given by the Company to and for the benefit of the County; and

(vi) the provision of additional incentives to be further set forth in the Purchase Agreement, Credit Agreement and Project Grant Agreement, or other ancillary agreements that the parties deem appropriate (collectively, "Incentive Documents").

Section 2. Authorization to Execute and Deliver Incentive Documents. The Chairman of the County Council and the County Administrator together, or either of them acting alone, shall be and hereby are authorized and directed to execute the Incentive Documents in the forms attached hereto, or with such changes that are not materially adverse to the County as the Chairman of County Council and/or the County Administrator, as applicable, upon advice of counsel, may approve. Notwithstanding the foregoing, the Park Agreement and the Credit Agreement shall not be executed or become effective until all requisite consent and action of the City has been obtained and taken in accordance with the provisions of the Park Act and the form of the Park Agreement has been specifically authorized by separate ordinance of the County and the applicable partner county or counties.

Section 3. Easement Agreements. As contemplated by the Purchase Agreement, the Chairman of County Council and the County Administrator shall be and hereby are authorized to execute and deliver one or more easement agreements to be entered into by and between the County and the Company, for purposes of establishing ingress and egress rights and other rights, as between the County and the Company and their respective successors and assigns with respect to the Property and any adjoining or nearby parcel of real property owned by the County which may be impacted by, or the use of which may be beneficial to, the Project. Any such easement agreement(s) shall be in such form and contain such terms and provisions as may be deemed

necessary or desirable by the Chairman of County Council and the County Administrator, with advice of the County Attorney.

Section 4. Prior and Future Acts. The County Council hereby ratifies all prior actions of the County Administrator and County Attorney with respect to the Project, consistent herewith, and authorizes the Chairman of the County Council, the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and the Incentive Agreements and acts authorized hereby, and induce the Company to undertake the Project.

Section 5. General Repeal; Amendment of Budget and Budget Ordinance. All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. The budget of the County, and Ordinance No. 2015-01 of the County approving such budget, are hereby amended to provide for appropriation of funds to be provided to the Company under the Grant Agreement.

Section 6. Severability. Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

Done and enacted by the County Council of Oconee County, South Carolina, and effective as of this \_\_\_\_ day of \_\_\_\_\_, 2015.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Wayne McCall, Chairman, County Council  
Oconee County, South Carolina

(SEAL)

ATTEST:

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

First Reading: \_\_\_\_\_, 2015  
Second Reading: \_\_\_\_\_, 2015  
Public Hearing: \_\_\_\_\_, 2015  
Third Reading: \_\_\_\_\_, 2015

Exhibit A

Form of Purchase Agreement

**AGREEMENT FOR THE PURCHASE  
AND SALE OF REAL PROPERTY**

**THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY**, made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015 (“Effective Date”), by and between **OCONEE COUNTY, SOUTH CAROLINA**, a body corporate and politic existing under the laws of the State of South Carolina (“Seller”), and **HISTORIC OCONEE COURTHOUSE LLC**, a South Carolina limited liability company (“Purchaser”).

**RECITALS**

A. Seller is the owner and holder of fee simple title in and to that certain piece, parcel or lot of land (“Land”) located in the City of Walhalla, Oconee County, South Carolina, consisting of approximately 0.847 acres and being more fully shown and described as “+/- 0.847 Acres” on that certain survey of Stephen R. Edwards & Associates, Inc. entitled, “Survey for Oconee County,” dated December 4, 2012, a copy of which is attached as Exhibit A hereto and by reference made a part hereof;

B. Purchaser desires to purchase the Property (as described below) for the purpose of constructing and operating a mixed use commercial Project (as defined below), substantially in accordance with Section 12 below, thereon; and

C. Seller desires to sell and convey the Property to Purchaser subject to the terms and conditions of this Agreement.

**AGREEMENT**

**1. SALE OF PROPERTY.**

1.1. Property. For and in consideration of **TEN AND 00/100 DOLLARS (\$10.00)** (“Purchase Price”), receipt of which is hereby acknowledged, and the mutual covenants and agreements contained herein, Seller agrees to sell and convey all of Seller’s right, title and interest in and to the property described below (“Property”) to Purchaser, and Purchaser agrees to purchase the same from Seller, pursuant to the terms and conditions set forth herein.

1.2. Description of Property. Except as otherwise explicitly stated herein, the Property shall consist of:

- (a) The Land;
- (b) All rights, privileges and easements appurtenant to the Land, including all rights, rights-of-way, roadways, roadbeds, and reversions (“Appurtenant Rights”);

(c) All improvements, including buildings, on or within the Land (“Improvements”); and

(d) All personal property remaining on the Property or within the Improvements as of the Closing. Seller shall be responsible for removing any personal property it does not wish to convey to Purchaser hereunder prior to Closing.

**2. SELLER’S REPRESENTATIONS, WARRANTIES AND COVENANTS.** In order to induce Purchaser to enter into this Agreement and to purchase the Property, in addition to warranties, representations, covenants, and undertakings contained elsewhere in this Agreement, Seller hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Purchaser:

2.1. Title to Property. Seller is the sole owner of good, marketable and insurable fee simple title to the Property.

2.2. Authority of Seller. Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms and conditions hereof, and this Agreement, is a valid and binding obligation of Seller as of the date first set forth above. As of the Closing, all necessary action shall have been taken by Seller authorizing the execution and delivery of all documents and instruments to be executed and delivered by Seller at Closing. This Agreement, when executed and delivered by Seller, will be a valid and binding obligation of Seller in accordance with its terms.

2.3. Taxes. The Property is not subject to special taxes or assessments for roadway, sewer, or water improvements or other public improvements and the Property is free and clear of any tax liens except for ad valorem tax liens that are not yet due and payable.

2.4. Leases, Options and Contracts. No leases, options or other contracts have been granted or entered into which are still outstanding and which give any other party a right to occupy the Property or purchase any interest in the Property or any part thereof.

2.5. Condemnation Proceedings. There are no condemnation or eminent domain proceedings pending against the Property or any part thereof and the Seller has received no notice, oral or written, of the desire of any public authority or other entity to take or use the Property or any part thereof.

2.6. Mechanic’s Liens. No payments for work, materials, or improvements furnished to the Property will be due or owing at Closing and no mechanics lien, materialmans lien, or other similar lien shall be of record against the Property as of Closing.

2.7. Pending Litigation. There is no claim, litigation, or other proceeding, the probable outcome of which will have a material adverse effect on the value of the Property or its intended use, pending or threatened before any court, commission, or other body or authority, and, further, Seller has not received written notification of any asserted failure of Seller or the Property to comply with applicable laws (whether statutory or not) or any rule, regulation, order, ordinance, judgment or decree of any federal, municipal or other governmental authority.

2.8. No Defaults. Neither the execution of this Agreement nor the consummation of the conveyance of the Property to Purchaser:

(a) Conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument to which Seller is a party;

(b) Constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree or order;

(c) Result in the acceleration of any mortgage or note pertaining to the Property or the cancellation of any contract or lease pertaining to the Property; or

(d) Result in the creation of any lien, charge or encumbrance upon any of the properties or assets to be sold or assigned to Purchaser pursuant to the provisions of this Agreement, other than the Second Mortgage (as defined below).

2.9. Events Prior to Closing. Seller will not cause or permit any action to be taken which would cause any of Seller's representations or warranties to be untrue as of the Closing. Seller agrees immediately to notify Purchaser in writing of any event or condition which occurs prior to Closing hereunder, which causes a material change in the facts related to, or the truth of, any of Seller's representations.

2.10. Further Acts of Seller. On or before the Closing, Seller will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may be reasonably required by Purchaser or Purchaser's title insurance company to vest in and assure to Purchaser marketable and insurable title in or to the Property. Notwithstanding the foregoing, Seller shall not be required to execute any document, including any title insurance affidavit, containing any provision purporting to bind Seller to indemnify, or otherwise pay the costs, expenses or damages of, any other person or entity for any reason, except to the extent appropriation has been made therefor by the County Council of Seller in the fiscal year of Seller in which such costs, expenses or damages are to be paid

2.11. AS IS SALE. OTHER THAN THE SPECIFIC REPRESENTATIONS AND WARRANTIES HEREIN, SELLER MAKES NO REPRESENTATIONS, WARRANTIES, OR PROMISES REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES OR PROMISES AS TO THE PHYSICAL OR ENVIRONMENTAL CONDITION, LAYOUT, FOOTAGE, ZONING, UTILITIES, PRESENCE OF HAZARDOUS MATERIALS, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY OR ITS SALE TO PURCHASER. PURCHASER AGREES THAT NO SUCH REPRESENTATIONS, WARRANTIES OR PROMISES HAVE BEEN MADE AND AGREES TO TAKE THE PROPERTY "AS IS." PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY AS ARE DESIRED BY PURCHASER, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE

EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS PROVISION SHALL SURVIVE CLOSING.

### **3. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS.**

3.1. Purchaser's Review Period. Purchaser shall have a period (the "Review Period") commencing on the date hereof and expiring three hundred (300) days thereafter to do the following, each of which shall be a condition precedent to Purchaser's obligations hereunder:

(a) To conduct, at Purchaser's cost, any and all inspections, engineering and feasibility studies, including, but not limited to environmental inspections and studies, which Purchaser deems necessary, in an effort to determine whether or not to proceed with the Closing of this transaction. Without limitation of the generality of the foregoing, it is agreed that Purchaser's inspection of the Property may include soil borings, surface water and groundwater testing and analysis, boundary, structural, topographical, and other surveys and any other studies and/or tests desirable for Purchaser to determine that the Property is suitable for its intended purpose. In this regard, Seller hereby agrees that Purchaser, and/or Purchaser's agents or employees, may have unlimited access to the Property during such Review Period to conduct such studies and inspections. Upon completion of such inspections, Purchaser shall restore the Property to substantially the same condition on the date hereof after all such tests and inspections are completed, and shall indemnify Seller for any damage to the Property or other damages, costs or liabilities incurred by Seller as a result of Purchaser's inspection of the Property.

(b) To obtain a commitment for owner's title insurance (issued by a title insurance company acceptable to Purchaser) on standard ALTA Owner's Policy Form (2006) (together with copies of all instruments and plats evidencing exceptions stated therein), by which commitment the title insurance company agrees to insure the fee simple title to the Property in Purchaser in an amount equal to the purchase price of the Property subject only to exceptions acceptable to Purchaser and Purchaser's lender, if applicable.

(c) To obtain a survey of the Property, such survey disclosing rights-of-way, easements, encroachments or other encumbrances upon the Property acceptable to Purchaser.

(d) To obtain such assurances or approvals from the appropriate governmental authorities as Purchaser deems necessary in relation to Purchaser's intended use of the Property, or the environmental condition of the Property and approvals from the South Carolina Department of Archives and the US Department of Interior/National Park Service of the Purchaser's rehabilitation plans for the property. In connection therewith, within Ten (10) days from the Date of this Agreement, Seller shall deliver or make available to Purchaser true and correct copies of all contracts, leases, documents, agreements or other information which affect the use, condition (including environmental condition), operation or ownership of the Property. For avoidance of doubt, and without limitation of the foregoing, Seller shall, within the ten (10) day period described above, provide to Purchaser all environmental and engineering studies, including structural

engineering studies, soil sampling, economic impact and viability studies, within its possession or control.

3.2. **Termination of Agreement.** Prior to the expiration of the Review Period, Purchaser shall have the right to terminate this Agreement in its sole discretion based on Purchaser's findings during the Review Period, in which event this Agreement shall be void, and neither party shall have any further obligation hereunder.

3.3. **Status of Title.** At Closing (as defined below) Seller shall deliver the Closing Documents (as such term is defined below) to Purchaser as provided by Section 7.2 below, and shall be capable of conveying, and the Closing Documents will purport to convey, good and marketable fee simple title to the Property to Purchaser subject only to such title exceptions as may be acceptable to Purchaser or Purchaser's lender, such acceptance to be deemed given with respect to matters of record not objected to by Purchaser in writing during the Review Period. Seller shall not create, cause or permit any encumbrance, impairment or transfer of title to the Property, other than as specifically provided herein. Notwithstanding the foregoing provisions or other provision of this Agreement, Seller shall have no obligation to cure, have the Property released from or terminate any encumbrance on, impairment of, or lien against the Property, whether or not caused by Purchaser or related to Purchaser's activity on or use of the Property.

3.4. **Seller's Environmental Investigation.** Seller intends to have performed certain environmental testing and/or investigation of the Property, and to pay for such testing and/or investigation directly using grant funds made available by Seller ("Grant Funds") pursuant to that certain Project Grant Agreement entered into, or to be entered into, by and between Seller and Purchaser in connection with certain development of the Property through rehabilitation of existing structures and new construction thereon. Any such environmental testing and/or investigation to be paid for by Seller ordered by Seller and performed by environmental engineers or consultants selected by Seller in its sole discretion but after reasonable consultation and input from Purchaser, and all resulting reports shall be addressed, to and for the benefit of, Seller; provided, however, that Seller will request that all reports generated as a result of such environmental testing and/or investigation be addressed or prepared in such a way that they may also be provided to and relied upon by Purchaser.

#### **4. ADDITIONAL CONDITIONS PRECEDENT.**

4.1. **Access Easements.** The parties hereto acknowledge that certain easements over and across property owned by Seller which abuts or is located near the Property for ingress to and egress from the Property may be necessary for the intended use of the Property by Purchaser, its tenants, employees, contractors and invitees; and the Parties further acknowledge that easements over and across the Property for ingress to and egress from certain property of Seller may be necessary for the continued use and benefit of such property of Seller following the conveyance of the Property to Purchaser contemplated under this Agreement. The parties hereto agree to negotiate such easement rights in good faith. It shall be a condition precedent to Purchaser's obligation hereunder to purchase the Property that satisfactory ingress to and egress from the Property, all as determined by Purchaser in its commercially reasonable discretion, shall be available to the Property upon Closing, whether through easements granted by Seller at Closing or otherwise. It shall be a condition precedent to Seller's obligation hereunder to sell the Property that satisfactory ingress to and egress from the property owned by Seller adjoining the Property, as determined by Seller in its

commercially reasonable discretion, shall be available to such property owned by Seller upon Closing, whether through easements over and across the Property granted by Purchaser at Closing or otherwise. Any grant of easement or easement agreement shall be in such form and substance as may be mutually agreeable to the parties, and shall be substantially in a form approved by ordinance of Seller's County Council, with such changes as may be permitted by the terms of such ordinance.

4.2. **Other Agreements.** This Agreement is entered into in connection with: (i) that certain Grant Agreement entered into, or to be entered into, by and between Seller and Purchaser (the "Grant Agreement"); (ii) that certain Special Source Revenue Credit Agreement (the "SSRC Agreement") entered into, or to be entered into, by and between Seller and Purchaser; and (iii) a Mortgage, Security Agreement and Fixture Filing (the "Second Mortgage") to be granted by Purchaser in favor of Seller, creating a first, or if required by Purchaser's lender, a second priority lien against the Property and securing Purchaser's obligations under the Grant Agreement. It shall be a condition precedent to Purchaser's obligation to purchase the Property hereunder that the Grant Agreement and SSRC Agreement be executed and delivered by Seller to Purchaser at or prior to Closing in such form and substance as may be mutually agreeable to Seller and Purchaser. It shall be a condition precedent to Seller's obligation hereunder to convey the Property to Purchaser that the Grant Agreement, SSRC Agreement and Second Mortgage be executed and delivered by Purchaser to Seller at or prior to Closing in such form and substance as may be mutually agreeable to Seller and Purchaser. A breach or default by Purchaser under the terms and provisions of the Grant Agreement, the SSRC Agreement or the Second Mortgage shall constitute and be a violation or breach of this Agreement.

4.3. **Project Funding.** It shall be a condition precedent to Seller's obligation to convey the Property to Purchaser under this Agreement that Purchaser provide to Seller evidence satisfactory to Seller in its sole discretion that adequate funding or financing is available, or will be available upon or following Closing, to allow Purchaser to complete the Project on or before the date which is two (2) years following the Closing.

5. **CLOSING.** The purchase and sale contemplated hereunder shall be consummated at the closing (referred to herein as the "Closing") which shall take place no later than the date which is three hundred (300) days following the Effective Date. The Closing shall take place at the offices of Purchaser's counsel set forth below, or at such other place as may be mutually agreeable to the parties hereto.

Offices of Purchaser's Counsel:

Robert B. Lewis  
Rogers, Lewis, Jackson, Mann & Quinn, LLC  
1330 Lady Street, Suite 400  
Columbia, SC 29201

6. **PRO-RATED ITEMS AND ADJUSTMENTS.** Purchaser shall pay for the title insurance premiums due in connection with the issuance of Purchaser's owner's title insurance policy, if any, and for the cost of any survey (other than the Survey attached as Exhibit A hereto, which has been paid for by Seller) of the Property prepared at Purchaser's request. Seller shall pay for the preparation of the deed, all deed recording fees (formerly known as documentary tax stamps), and intangible taxes assessed with respect to the deed conveying title to the Property to Purchaser and any withholding taxes required by the South Carolina Department of Revenue.

Purchaser and Seller shall each pay their own legal fees related to the transaction contemplated hereby. All rents, if any, shall be prorated as of the date of Closing. All other costs of Closing shall be paid by Seller or Purchaser in accordance with local real estate customs. All real estate taxes for the Property shall be prorated as of the date of Closing. The adjustments and prorations required under this Agreement shall be computed as of the date of Closing and the cash portion of the purchase price paid to Seller hereunder shall be adjusted to reflect such prorations. In the event accurate prorations or other adjustments cannot be made at Closing because of the lack of necessary information, the parties shall prorate on the best available information, subject to prompt adjustment upon the receipt of the necessary information.

**7. SELLER'S DELIVERIES.** In addition to other conditions precedent set forth elsewhere in this Agreement, Seller shall deliver to Purchaser all of the following documents and items, the delivery and accuracy of which shall further condition Purchaser's obligations to consummate the purchase and sale herein contemplated:

7.1. Items Delivered Within Ten (10) Business Days. Seller shall deliver all of the following in Seller's possession or control to Purchaser within Ten (10) business days following the Date of this Agreement:

- (a) Results of any soil boring tests with respect to the Property.
- (b) All building plan drawings, surveys and topographical renderings of the Property.
- (c) All environmental studies of the Property and any environmental permits or approvals with respect to the Property.

7.2. Items Delivered to Purchaser at Closing. Seller shall deliver the following items (collectively, the "Closing Documents") at Closing to Purchaser:

- (a) An executed limited warranty deed, satisfactory in form and substance to Purchaser or Purchaser's title insurance company, conveying good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement;
- (b) An executed Owner's Affidavit, lien waiver, and or other agreements (not to include provisions requiring indemnification by Seller) and affidavits satisfactory for the purpose of removing the "standard" exceptions from Purchaser's Owner's Title Insurance Policy for the Property;
- (c) The Grant Agreement and SSRC Agreement executed by Seller in such form and substance as may be mutually agreeable to Seller and Purchaser, and substantially in the respective forms approved by ordinance of Seller's County Council, with such changes as may be permitted by the terms of such ordinance; and
- (d) Such executed easement agreement(s), if any, as may be mutually agreeable to Seller and Purchaser for ingress, egress and parking on, over and across property owned by Seller for the benefit of the Property. Such easement agreement(s)

shall be substantially in a form approved by ordinance of Seller's County Council, with such changes as may be permitted by the terms of such ordinance.

**8. PURCHASER'S DELIVERIES AT CLOSING.** At Closing, Purchaser shall deliver to Seller the executed Grant Agreement, SSRC Agreement, Second Mortgage and any easement agreement agreed upon pursuant to the provisions of Section 4.1 above, all in form and substance mutually agreeable to Seller and Purchaser, and substantially in the forms approved by ordinance of Seller's County Council, with such changes as may be permitted by the terms of such ordinance.

**9. CONDEMNATION OR CASUALTY LOSS.** In the event of condemnation or receipt of notice of condemnation or taking of any part of the Property by governmental authority prior to the Closing, or any material casualty loss to the Property prior to Closing, Purchaser, at its option, shall have the right to terminate this Agreement. After Closing, all risk of loss due to condemnation or casualty shall lie with Purchaser. Purchaser may insure whatever insurable interests it may have in the Property or improvements thereon at any time.

**10. COMMISSIONS.**

10.1. Real Estate Commission. Seller and Purchaser represent and warrant to each other that no brokerage fees or real estate commissions are or shall be due or owing in connection with this transaction or in any way with respect to the Property.

**11. DEFAULT.**

11.1. Seller's Defaults. In the event Seller breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed, Purchaser at Purchaser's option shall: (i) be entitled to thereafter exercise any and all rights and remedies available to Purchaser at law and in equity, including without limitation the right of specific performance; or (ii) be entitled, upon giving written notice to Seller, as herein provided, to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

11.2. Purchaser's Defaults. In the event Purchaser breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed, Seller at Seller's option shall: (i) be entitled to thereafter exercise any and all rights and remedies available to Seller at law and in equity, including without limitation the right of specific performance; or (ii) be entitled, upon giving written notice to Purchaser, as herein provided, to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

**12. REHABILITATION AND DEVELOPMENT OF PROPERTY.** Purchaser acknowledges and agrees that this Agreement is being entered into with the expectation that Purchaser develop on the Property, through rehabilitation of existing structures and new construction, hotel, office, restaurant and/or retail space substantially in accordance with the project description and site plan attached as Exhibit B hereto (the "Project"). Purchaser hereby covenants and agrees that it will complete such rehabilitation and construction of the Project,

substantially in accordance with the project description and site plan attached as Exhibit B hereto, on or before the date which is two (2) years following the Closing, and acknowledges that its agreement to so rehabilitate and construct the Project on the Property by such date is a material term of this Agreement and a material inducement to Seller's agreement to convey the Property to Purchaser under this Agreement.

### 13. MISCELLANEOUS

13.1. Completeness; Modification. This Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein and it supersedes all prior discussions, undertakings or agreements between the parties. This Agreement shall not be modified except by a written agreement executed by both parties.

13.2. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective, heirs, devisees, personal representatives, successors and assigns.

13.3. Survival. Except as otherwise expressly provided herein, it is the express intention and agreement of the parties to this Agreement that all covenants, agreements, statements, representations and warranties made by Purchaser in this Agreement (which shall be deemed to include the matters and information disclosed in any of the Exhibits attached hereto or in any document or instrument delivered by Seller pursuant to the provisions of this Agreement or at or in connection with the Closing), including, without limitation, the specific agreement for the Purchaser to rehabilitate and construct the Project, shall survive the Closing; and the representations and warranties of Seller under Article 2 above shall survive for one (1) year following the Closing.

13.4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of South Carolina.

13.5. Headings. The headings as used herein are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of this Agreement.

13.6. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

13.7. Time of Essence. Both parties hereto specifically agree that time is of the essence to this Agreement with respect to the performance of the obligation of the parties under this Agreement.

13.8. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be deemed appropriate by the parties, all of which, together, shall comprise but one (1) and the same agreement.

13.9. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by First Class, Registered or Certified Mail, return receipt requested, postage prepaid, as follows:

- (a) If to Purchaser:

Historic Oconee Courthouse LLC  
Attn.: Thomas E. Markovich  
309 Rochester Highway  
Seneca, South Carolina 29672

With a Copy to:

Robert B. Lewis  
Rogers Lewis Jackson Mann & Quinn  
1330 Lady Street, Suite 400  
Columbia, SC 29201  
Phone: (803) 256-1268  
Facsimile: (803) 252-3653  
rlewis@rogerslewis.com

(b) If to Seller:

Oconee County, South Carolina  
Attn.: Oconee County Administrator  
415 South Pine Street  
Walhalla, South Carolina 29691

With a copy to:

McNair Law Firm, P.A.  
Attn.: Thomas L. Martin, Esq.  
132 East Benson Street, Suite 200  
Anderson, SC 29624

Any such notice, request, consent or other communications shall be deemed received at such time as it is personally delivered or on the fifth business day after it is so mailed, as the case may be.

13.10. Assignment. Neither this Agreement nor any rights or obligations created or existing under this Agreement may be assigned by Purchaser without the prior written consent of Seller.

13.11. Invalid Provisions. In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

*[execution page follows]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above.

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**SELLER:**

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_

Its: \_\_\_\_\_

**PURCHASER:**

HISTORIC OCONEE COURTHOUSE LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Exhibit A  
*Survey of Property*

[see attached]

Exhibit B  
*Project Description and Site Plan*

[see attached]

Exhibit B

Form of Special Source Credit Agreement

**SPECIAL SOURCE CREDIT AGREEMENT**

THIS SPECIAL SOURCE CREDIT AGREEMENT, dated as of \_\_\_\_\_ (this "Agreement"), between OCONEE COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and HISTORIC OCONEE COURTHOUSE LLC, a limited liability company organized and existing under the laws of the State of South Carolina (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council"), is authorized by Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, to provide a credit against or payment derived from the revenues received and retained by the County from a payment in lieu of taxes pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, for the purpose of paying the cost of designing, acquiring, constructing, improving, or expanding, among other things: (a) the infrastructure serving the issuer or the project, and (b) for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise, which property is determined by the County to enhance the economic development of the County;

WHEREAS, the Company has determined that it intends to acquire, renovate, construct and equip certain real property, buildings, improvements, apparatus, machinery, equipment, furnishings, fixtures and materials for the operation of a hotel, office, restaurant and/or retail facility (the "Project") within the County and the City of Walhalla, South Carolina (the "City");

WHEREAS, pursuant to ordinances enacted or to be enacted by the County and the Partner County (as defined below), and subject to approval or consent of the City, the County and the Partner County have established or will establish a joint-county industrial and business park (hereinafter defined as, the "Park") by entering into an Agreement for the Development of a Joint County Industrial and Business Park (hereinafter defined as, the "Park Agreement"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and § 4-1-170 of the Code of Laws of South Carolina, 1976, as amended;

WHEREAS, the property on which the Project is to be located is or will be included within the boundaries of the Park;

WHEREAS, in connection with the Park Agreement, the Company or other owners of the Project property located within the Park are obligated to make or cause to be made payments in

lieu of taxes to the County (hereinafter defined as, the "Park Fees") 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 property within the Park; and

WHEREAS, subject to the approval or consent of the City, the County has agreed to provide special source credits to the Company in order to reimburse the Company for a portion of the costs incurred by the Company to acquire and construct certain Infrastructure (as defined herein) in the manner and upon the terms provided herein:

NOW, THEREFORE, in consideration of the representations and agreements hereinafter contained, the County and the Company 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*.

"Act" shall mean, collectively, Title 4, Chapter 29, and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, and all future acts amendatory thereof.

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

"City" shall mean the City of Walhalla, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina.

"Company" shall mean Historic Oconee Courthouse LLC, a South Carolina limited liability company, and its respective successors and assigns.

"Cost" or "Cost of the Infrastructure" means the cost of infrastructure as referred to in Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, including, but not limited to, the reasonable cost of designing, acquiring, constructing, improving or expanding the Infrastructure, whether incurred prior to or after the date of this Agreement and including, without limitation, (a) design, engineering and legal fees associated with the Infrastructure; (b) obligations reasonably incurred for labor, materials and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (c) the reasonable 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 reasonable 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) legal, architectural or historic consultant fees associated with the application to and approvals by the South Carolina Department of Archives and History and the US Department of Interior/National Park Service of the Purchasers Part I and Part II Application for listing of the property in the National Register of Historic Places and approval of Purchaser's rehabilitation plan for the property and (f) all other reasonable costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure, including but not limited to legal expenses incurred in connection with this Agreement and the transactions related thereto.

*"County"* shall mean Oconee County, South Carolina.

*"County Council"* shall mean the Oconee County Council, being the governing body of the County.

*"Event of Default"* shall mean any of the occurrences described in Section 5.01 hereof.

*"Infrastructure"* shall have the meaning assigned by Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, and shall include, without limitation, (a) infrastructure serving the County or the Project, and (b) improved or unimproved real estate and personal property including machinery and equipment used in the operation of the Project, to the maximum extent permitted by the Act, as amended by Act 290 of the 2009-2010 Session of the South Carolina General Assembly.

*"Ordinance"* shall mean Ordinance No. \_\_\_\_ - \_\_\_\_ enacted by the County Council on \_\_\_\_\_, 2015 authorizing the execution and delivery of this Agreement.

*"Minimum Investment"* shall have the meaning set forth for such term in Section 2.04 hereof.

*"Park"* shall mean the Joint-County Industrial and Business Park established pursuant to the Park Agreement.

*"Park Agreement"* shall mean the Agreement for the Development of a Joint County Industrial and Business Park entered into, or to be entered into, between the County and the Partner County, subject to the approval or consent of the City, as such agreement may be amended or supplemented from time to time.

*"Park Fees"* shall mean, in any tax year, payments in lieu of taxes received and retained by the County, in accordance with the terms of the Park Agreement.

*"Partner County"* shall mean a county adjoining the County with which the Park is established by the County pursuant to the Park Agreement.

*"Project"* shall mean the land, buildings, machinery, equipment, furnishings, structures, fixtures, appurtenances and other materials acquired, renovated or constructed by the Company for the purpose of operating a hotel, office, restaurant and retail facility in the County.

*"Special Source Credit"* shall mean the special source credit set forth in Section 3.02 hereof against the Company's Park Fees for the Project as authorized by the Act to reimburse the Company for a portion of the Cost of the Infrastructure.

*"State"* shall mean the State of South Carolina.

*"Threshold Date"* shall have the meaning given such term in Section 2.04 hereof.

## 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, and is authorized and empowered by the provisions of the Act, subject to certain conditions and approvals, 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 reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting the economic development of the County. Pursuant to the Ordinance, the County Council has determined that the Infrastructure will enhance the economic development of the County.

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

(d) To the best of its knowledge, the authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) To the best of its knowledge, the 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 County's knowledge, 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 South Carolina Constitution 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; 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, known to the County 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 County is there any basis therefor.

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

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State, has power to enter into this Agreement, and by proper corporate action has duly authorized the execution and delivery of this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(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 the Company is now a party or by which it 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 the Company, other than as may be created or permitted by this Agreement.

(d) The reimbursement to the Company of a portion of the Cost of the Infrastructure by the County has been instrumental in inducing the Company to undertake the Project in the County.

**SECTION 2.03. Covenants of County.**

(a) The County will at all times maintain its existence as a body politic and corporate and political subdivision of the State, and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; 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 covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further actions 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 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 credit or taxing power of the State, or any other political subdivision of the State.

(c) Nothing in this agreement shall prohibit the Company from applying for any special property tax assessments to rehabilitated Historic Property as allowed by S.C. Code §4-9-195 as amended.

**SECTION 2.04. Covenants of the Company.** The Company will invest not less than \$ \_\_\_\_\_ in the Project (the "Minimum Investment") in connection with the Project on or prior to the date which is five (5) years after the last day of the property tax year in which any Infrastructure which comprises a portion of the Project is first placed in service (the "Threshold Date"). Investment by the Company in property which is exempt from *ad valorem* taxation and payments in lieu of taxes in the State shall not be included in calculating whether the Company has met the Minimum Investment. Additionally, to the extent that any of the Project property is comprised of property which has previously been subject to depreciation (prior to its location or relocation in the State) for purposes of calculating *ad valorem* taxes and payments in lieu of taxes applicable thereto, the depreciated value of such Project property at the time of its location or relocation in the State, rather than the original cost of such Project property, shall be included in calculating whether the Company has met the Minimum Investment.

### ARTICLE III

#### SPECIAL SOURCE CREDITS

**SECTION 3.01. Payment of Cost of the Infrastructure.** The Company agrees to initially pay, or cause to be paid, all Cost of the Infrastructure as and when due. The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Cost of the Infrastructure shall equal or exceed the cumulative dollar amount of the Special Source Credit received by the Company. Prior to the first year's Infrastructure Reimbursement Payment to be paid or credited to the Company, the Company shall certify to the County the cumulative total amount of Cost of the Infrastructure as of no later than December 31 of the prior year or, if the Company has elected a fiscal year ending on a date other than December 31, then as of no later than the last day of the Company's immediately preceding fiscal year. The form of such certification is attached hereto as Exhibit A. The Company shall re-certify the cumulative amount of Cost of the Infrastructure incurred by the Company if, in any year in which an Special Source Credit is to be received by the Company, the cumulative amount of Special Source Credits received by the Company will exceed the cumulative Cost of the Infrastructure as previously certified. If requested by the County, the Company shall provide the

County with receipts or other documentation substantiating the Costs of the Infrastructure, the form of such documentation to be in such form reasonably acceptable to the County.

Additionally, during the period in which Infrastructure Reimbursement Payments are to be made or credited to the Company under this Agreement, the Company shall annually certify as of December 31 (or, if the Company has elected a fiscal year ending on a date other than December 31, then as of the last day of the Company's fiscal year) the amount of investment in the Project (based on an income tax basis without regard to depreciation). If requested by the County, the Company shall provide the County with documentation substantiating the maintenance of capital investment in connection with the Project, the form of such documentation to be in such form reasonably acceptable to the County. To the extent that any of the investment in the Project referred to herein is comprised of property which has previously been subject to depreciation (prior to its location or relocation in the State) for purposes of calculating *ad valorem* taxes and payments in lieu of taxes applicable thereto, the depreciated value of such Project property at the time of its location or relocation in the State, rather than the original cost of such Project property, shall be the amount certified by the Company to the County.

#### SECTION 3.02. Special Source Credits.

(a) Provided that as of any date during the term of this Agreement the cumulative dollar amount expended by the Company on Cost of the Infrastructure shall equal or exceed the cumulative dollar amount of the Special Source Credits received by the Company, and further provided the Company has met its obligations under and is in compliance with the provisions of this Agreement, and subject to the maintenance requirements below, the County shall provide five (5) consecutive annual Special Source Credits to the Company derived from the Park Fees for the Project which shall be in an amount as necessary to reduce the Company's personal property tax liability in connection with the Project for such year to \$2,000. The first Special Source Credit shall be calculated as described above based on Park Fees for the property tax bill (or fee-in-lieu of tax bill) for the year immediately following the year in which personal property which comprises part of the Project is first placed in service. For purposes of illustration only, and without limitation of the foregoing or anything else contained herein, if personal property which comprises part of the Project is first placed in service in 2016, the first Special Source Credit shall be applied against the 2017 personal property tax bill (or fee-in-lieu of tax bill) to be paid by the Company on or before January 15, 2018 on behalf of the Project in the Park.

If the Company fails to make the Minimum Investment by the Threshold Date, the Company shall lose the benefit of the Special Source Credits provided for in this Agreement retroactively and prospectively, with re-payment and interest at the statutory rate for non-payment of *ad valorem* taxes due to the County on any previous Special Source Credits received by the Company pursuant to this Agreement. Any amounts due to the County by virtue of the retroactive application of this Subsection (a) shall be paid within 90 days following written notice thereof from the County to the Company.

In the event that the Company meets the Minimum Investment prior to the Threshold Date, but the Company's investment in the Project based on an income tax basis without regard

to depreciation falls below the Minimum Investment prior to the final Special Source Credit to be received by the Company, then the Company shall not be entitled to receive the Special Source Credit for any such year in which the Minimum Investment is not maintained. To the extent that any of the investment in Project property is comprised of property which has previously been subject to depreciation (prior to its location or relocation in the State) for purposes of calculating *ad valorem* taxes and payments in lieu of taxes applicable thereto, the depreciated value of such Project property at the time of its location or relocation in the State, rather than the original cost of such Project property, shall be included in calculating whether the Company has maintained the Minimum Investment.

(b) THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE PARK FEES RECEIVED FOR THE PROJECT IN THE PARK AND RETAINED BY THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE 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 REIMBURSEMENT PAYMENTS.

(c) 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 monetary amount of the benefit of the Special Source Credits to be received by the Company hereunder, if any. 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 Park Fees received and retained by the County.

SECTION 3.03. Personal Property. To the extent necessary to offset Special Source Credits, Infrastructure shall first be deemed to include real property, notwithstanding any presumptions otherwise provided by law. To the extent that Special Source Credits are utilized to reimburse the Company for its investment in personal property, including machinery and equipment, removal of such personal property shall be subject to the provisions of Section 4-29-68(A)(2)(ii) of the Code of Laws of South Carolina 1976, as amended, and any successor legislation.

## ARTICLE IV

### CONDITIONS AND COVENANTS

**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:

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

(ii) Such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

**SECTION 4.02. Assignment.** The Company may not assign its rights in and to this Agreement without the prior written consent or subsequent ratification of the County.

## ARTICLE V

### DEFAULTS AND REMEDIES

**SECTION 5.01. Events of Default.**

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

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

**SECTION 5.02. Legal Proceedings.** Upon the happening and continuance of any Event of Default, then and in every such case the non-defaulting party in its discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the defaulting 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) by action or suit in equity require the defaulting party to account as if it were the trustee of an express trust for the non-defaulting party;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the non-defaulting party's rights; or

(e) terminate this Agreement.

**SECTION 5.03. Remedies Not Exclusive.** No remedy in this Agreement conferred upon or reserved to the Company or the County 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 Company or the County 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 the Company or the County may be exercised from time to time and as often as may be deemed expedient.

## ARTICLE VI

### MISCELLANEOUS

**SECTION 6.01. 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 6.02. Provisions of Agreement for Sole Benefit of County and Company.** 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 party other than the County and the Company 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 Company.

**SECTION 6.03. 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 shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

**SECTION 6.04. No Liability of Personnel of County or Company.** 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 Company or any of its 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 for the Special Source Credits or under this Agreement or be subject to any personal liability or accountability by reason thereof.

**SECTION 6.05. 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 first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County:	Oconee County, South Carolina 415 S. Pine Street Walhalla, South Carolina 29691 Attention: County Administrator
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(b) if to the Company:	Historic Oconee Courthouse LLC c/o Thomas E. Markovich 309 Rochester Highway Seneca, South Carolina 29672
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The County and the Company may, by notice given under this Section 6.05, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

**SECTION 6.06. Applicable Law.** The laws of the State shall govern the construction of this Agreement.

**SECTION 6.07. 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 6.08. Amendments.** This Agreement may be amended only by written agreement of the parties hereto.

**SECTION 6.09. 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.

*[execution pages follow]*

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Agreement to be executed by the County Administrator and attested by the Clerk to County Council, as of the day and year first above written.

**OCONEE COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Administrator  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Clerk to County Council  
Oconee County, South Carolina

IN WITNESS WHEREOF, the undersigned duly authorized officer of Historic Oconee Courthouse LLC has caused this Agreement to be executed as of the day and year first above written.

**HISTORIC OCONEE COURTHOUSE LLC**

By: \_\_\_\_\_  
Thomas E. Markovich  
Its: Managing Member





**WHEREAS**, the County has previously received estimates in approximately the same amount as the proposed grant funding for demolition and removal of the current improvements on the Property, which demolition and removal would not provide any new investment on the Property site – and it is the combination of the savings of those demolition and removal costs and the addition to the tax base of the County and increased employment opportunities in the County reasonably expected from the proposed Project which are the public purposes to be served through the County use of the grant funding included herein;

**NOW, THEREFORE**, for valuable consideration and the mutual promises hereinafter set forth between the parties hereto, the legal sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

1. **Grant Funds**. Subject to the conditions and limitations set forth herein, the County agrees to provide a grant (the “Grant”) in the approximate amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) to be used to defray a portion of the cost of the Project. The Company agrees to expend Grant funds exclusively on costs of the Project, such costs not to include salaries or other compensation of members or employees of the Company or its affiliates.
2. **Disbursement of Grant Funds**. During the Review Period (as such term is defined under the Purchase Agreement) the County shall use a portion of the Grant funds described under Section 1 above to pay environmental engineering or other fees or costs associated with environmental assessments of the Property to be performed by the County under the Purchase Agreement. Subject to the conditions for disbursement set forth below, and after closing of the purchase of the Property by the Company (the “Closing”), Grant funds shall be disbursed as follows:
  - a. One half (1/2) of all Grant funds remaining after payment of the above referenced engineering assessment fees and costs shall be paid to the Company within five (5) business days of the County’s receipt of notice of issuance of the necessary building permit(s) for the commencement of construction of the Project by the City of Walhalla, South Carolina.
  - b. All Grant funds remaining after payment of Grant funds pursuant to a. above shall be paid to the Company within five (5) business days of the County’s receipt of notice of completion of the Project substantially in accordance with the project description and site plan attached as Exhibit A hereto and issuance of a certificate of occupancy for the Project.

Notwithstanding the foregoing or anything in this Agreement to the contrary, after Closing, and prior to disbursement of any Grant funds other than payments to third parties for environmental assessment costs and fees, the Company shall provide to the County evidence deemed sufficient by the County, in its sole discretion, that sufficient funding or financing to complete the Project, in substantial compliance with the project description and site plan attached as Exhibit A hereto on or before the date which is two (2) years following the date of Closing, is available to and in control of the Company.

3. **Repayment of Grant Funds.** Grant funds shall be repaid by the Company to the County as set forth below and upon such repayment County shall provide to Company a Satisfaction of Mortgage
- a. *Grant Funds Not Used.* Any Grant funds not used for activities authorized herein will be returned to the County immediately upon completion of the Project.
  - b. *Full Repayment of Grant Funds.* Without limitation of the foregoing, the Company shall be obligated to repay to the County the full amount of the Grant funds upon the earlier of:
    - i. the date which is fifteen (15) days following the date of the Company's receipt of written notice from the County of a breach or default by the Company of its obligations under this Grant Agreement, the Purchase Agreement, the Credit Agreement or any mortgage or security agreement securing the Company's obligations hereunder (the "Agreements") prior to completion of the Project substantially in accordance with the project description and site plan attached as Exhibit A hereto and issuance of a certificate of occupancy therefor; or
    - ii. the date which is three (3) years following the date of this Grant Agreement, in the event the Project has not been completed substantially in accordance with the project description and site plan attached as Exhibit A hereto and a certificate of occupancy issued therefor on or before such date.
  - c. *Partial Repayment of Grant Funds.* Without limitation of the foregoing, in the event that the Project is completed substantially in accordance with the project description and site plan attached as Exhibit A and a certificate of occupancy is issued therefor on or before the date which is two (2) years following the date of this Grant Agreement, thereafter the Company shall repay to the County the amount of One Hundred Eighty-Five Thousand and No/100 Dollars (\$185,000.00): only upon the occurrence of one of the following and the payment, if required, is to be made upon the earlier of:
    - i. the date on which the Property or the Project is sold or otherwise conveyed or leased by the Company to a third party without the prior written approval of such sale, conveyance or lease by the County. No such approval shall be required if such sale is made two (2) years following the date of the Grant Agreement and after a Certificate of Occupancy has been issued; or
    - ii. the date which is fifteen (15) days following the date of the Company's receipt of written notice from the County of a breach or default by the Company of its obligations under the Agreements.

4. **Expenditure of Grant Funds.** The Company shall provide to the County a detailed accounting of the expenditure of Grant funds at any time upon the request of the County Administrator or other County staff at the delegation of the County Administrator.
5. **Assignment.** Neither this Grant Agreement nor any of the rights or obligations created hereunder may be assigned by either party hereto without the prior written consent of the other party.
6. **Cross Default.** This Grant Agreement is entered into in connection with the Purchase Agreement and the Credit Agreement, and any default by the Company under either the Purchase Agreement or the Credit Agreement, or any default by the Company under any mortgage or security agreement securing the Company's obligations under this Grant Agreement, shall be a default under this Grant Agreement.
7. **Notices.** All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by First Class, Registered or Certified Mail, return receipt requested, postage prepaid, as follows:

If to Company:

Historic Oconee Courthouse LLC  
Attn.: Thomas E. Markovich  
309 Rochester Highway  
Seneca, South Carolina 29672

With a Copy to:  
Robert B. Lewis  
Rogers Lewis Jackson Mann & Quinn  
1330 Lady Street, Suite 400  
Columbia, SC 29201

If to County:

Oconee County, South Carolina  
Attn.: Oconee County Administrator  
415 South Pine Street  
Walhalla, South Carolina 29691

With a copy to:

McNair Law Firm, P.A.  
Attn.: Thomas L. Martin, Esq.  
132 East Benson Street, Suite 200  
Anderson, SC 29624

Any such notice, request, consent or other communications shall be deemed received at such time as it is personally delivered or on the fifth business day after it is so mailed, as the case may be.

8. **Invalid Provisions.** In the event any one or more of the provisions contained in this Grant Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Grant Agreement, and this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.
9. **Time of Essence.** Both parties hereto specifically agree that time is of the essence to this Grant Agreement with respect to the performance of the obligation of the parties under this Grant Agreement.
10. **Governing Law.** This Grant Agreement shall be governed by and construed under the laws of the State of South Carolina.
11. **Headings.** The headings as used herein are for convenience or reference only and shall not be deemed to vary the content of this Grant Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of this Grant Agreement.
12. **Pronouns.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.
13. **Binding Effect.** Without limitation of the provisions of this Grant Agreement limiting assignment, this Grant Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective, heirs, devisees, personal representatives, successors and assigns.
14. **Completeness; Modification.** This Grant Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein and it supersedes all prior discussions, undertakings or agreements between the parties. This Grant Agreement shall not be modified except by a written agreement executed by both parties.
15. **Counterparts.** To facilitate execution, this Grant Agreement may be executed in as many counterparts as may be deemed appropriate by the parties, all of which, together, shall comprise but one (1) and the same agreement.
16. **Findings of County Council.** The County, acting by and through the Oconee County Council ("County Council"), hereby adopts all of the statements of the preamble of this Grant Agreement as findings of County Council, justifying the public acts authorized hereby.

*[execution page follows]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Grant Agreement as of the day and year first written above.

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**SELLER:**

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_

Its: \_\_\_\_\_

**PURCHASER:**

\_\_\_\_\_

\_\_\_\_\_

HISTORIC OCONEE COURTHOUSE LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A**

**Site Plan**

**[see attached]**



# Destination Oconee

A Great Place to Start

This report is intended to be a beginning guide to establishing the multi-year Action Plan for the Destination Oconee Plan Implementation.

# Destination Oconee

## A Great Place to Start

### *Council Endorsement*

On July 21, 2015, Oconee County Council approved and endorsed the Destination Oconee Plan, which was developed by the South Carolina Heritage Corridor as a Guide to strengthening the Tourism Economy and bettering the Oconee County Marketing Plan. This endorsement of course in no way was a final approval to all elements of the plan; rather Council supported the conceptual framework to the global initiative which highlights the fundamental recommendations.

### *Initial Directives and Deliverables*

In conjunction with the Endorsement Vote, Council also approved two initial directives for Administrative Staff: the creation of a Gateway Signage Plan and the establishment of an Action Plan Committee.

#### GATEWAY SIGNAGE

The Destination Oconee Plan recommended the Gateway Entrance signs in Oconee County be replaced with a new design that incorporates the new brand within the design. The old entrance signs are faded, in disrepair, and do not offer the proper branding image as identified in the Plan.

Staff has selected Hogan Construction as the Design-Build firm for the Gateway Signs. Procurement and PRT staff will meet with Hogan next week to go over design specifications in order to obtain cost estimates for construction. We have identified the first three sites where Gateway Signage could be replaced. HWY 123/76 coming in from Clemson, and HWY 11 North and South entrances. Depending on price, we hope to complete the above mentioned signs in the first round.

## **Realizing the Future**

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Oconee County is no longer the sleepy community it once was. Tourism, manufacturing and agribusiness are all flourishing in the area as these are the three legs of the Oconee economy. The momentum occurring along all the fronts must continue to bring about the level of economic prosperity Oconee can achieve. **The time is now** to focus heavily on tourism and the overall marketing of Oconee County that will generate new economic and community development opportunities.

### COUNCIL APPOINTED ACTION PLAN COMMITTEE

Staff recommends Council appoint a 7 member Ad Hoc Committee to work with staff developing a 5 and 10 years Action Plan with Implementation Schedule and Financial Needs Analysis. This Committee would be appointed by Council from the 5 Council Districts and 2 At-Large Members. Staff recommends this Committee have a Sunset Term with the Action Plan as its only objective. Council could also use citizens which participated in the Stakeholder Interviews, as most of them continued to inquire about future participation options.

Council may also consider expanding the membership as a means to engage a larger segment of the community. For example, Council could consider including an appointee from each of the cities, CVB Board, School Board, Oconee Economic Alliance, Chambers of Commerce, Planning Commission and others. These stakeholders, and others, will be a crucial factor in determining how successful the Plan is over time. Engaging them now will create lasting partnerships that will create the most productive collaborative environment in which to implement the plan over the next 5 and 10 years.

### *Initial Funding*

Oconee County received a \$100,000 Directive Grant as seed money to begin funding the recommended initiatives. Subsequently, as a result, the South Carolina National Heritage Corridor also approved a \$100,000 Grant as start-up funds to begin our campaign. **Listed below is Staff's recommended priority deliverables which could be funded with the initial \$200,000.**

- o The first three Gateway Signs
- o Matching Grants for Downtown Master Plans (50/50 Match)
- o Initial Code Development for HWY 11 Overlay and Design Guidelines
- o Design Guideline Development for Corridor Improvement Districts
- o Recreational Access Improvement Plan

These are some suggested items. We encourage Council and / or the Action Plan Committee to recommend others.

### *Plan Ownership*

The Plan belongs to each of us, and its successful implementation is the responsibility of all of us. However, the Plan will need to be 'housed' with an entity that can oversee implementation on a daily basis. Staff recommends that oversight of the Plan be housed with the Oconee Economic Alliance (OEA). The heart of the Plan is focused on growing economic prosperity and enhancing quality of life in Oconee. These priorities align well with the general mission of the OEA. Additionally, the Plan will only succeed if there is a true partnership between the public and private sectors. The OEA is a great

## Destination Oconee

\*\*\*

example of how a public-private partnership can be a positive change agent in the community, and this model will serve as a framework for governance of the Plan. Similar to the structure of the OEA, a non-profit entity could be established to allow for private funds and participation to be contributed to the implementation of the Plan.

Should Council accept staff's recommendation, staff will forward the proposal to the OEA Board for consideration and approval.

### FTE

The scope and complexities involved with moving forward with the Plan are such that staff recommends that a full-time employee (FTE) be assigned to the task of working with the action committees and implementing the Plan. Successful implementation of the recommendations contained within the Plan will require regular attention, policy development, coordination among stakeholders, community engagement and fundraising. Managing each of these moving parts will be the responsibility of the FTE. Currently, there is an open position within the OEA that could be assumed by the FTE, as described, so there would not be an increase in the total number of approved staff positions. While there is funding allocated to the open position, an increase proportionate to the duties and responsibilities of the FTE's role would be appropriate. As a member of the OEA team, this position would report to the Executive Director of the OEA.

### Moving Forward

At this point in the process, Council has voted to accept the Destination Oconee Plan document and begin the Entrance Sign Replacement process. In an effort to continue the process, staff is hereby requesting direction and approval by Council to authorize the Administrator to designate the open position in the Oconee Economic Alliance as the position responsible for working with the soon to be created Action Plan Committee and coordinating the implementation of Destination Oconee.

Additionally, staff also requests Council to appoint the seven (7) member Ad Hoc Committee to work with staff to develop the five (5) to ten (10) year Action Plan with Implementation Schedule and Financial Needs Analysis.

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 6, 2015

## ITEM TITLE:

ITB 15-01 Title: Mauldin Mill Road & Bridge Construction - REBID Department: Roads & Bridges Amount: \$535,926.56

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2015-2016 budget process.  
Budget: \$525,000 Transfer: \$11,000 Project Cost: \$535,926.56

Finance Approval: Laetale Price  
Balance: \$ 573.44

## BACKGROUND DESCRIPTION:

This bid is for construction services for a new bridge on Mauldin Mill Road replacing an existing culvert. The base bid will be for all work associated with the bridge construction itself. This work includes the construction of a single span Hollow Cored Slab bridge, 40 feet long and 33 feet wide. In general, this work shall consist of driving piles, building two reinforced concrete abutment caps, placing eleven pre-stressed concrete hollow cored slab units as well as any other items that are shown on the contract drawings or required in the specifications as indicated on the bridge plans. Bid Additive One will include all work outside the bridge work limits including clear and grub, undercut and borrow for unsuitable materials, roadway construction, erosion control, guardrail, grassing and other site improvements as indicated on plan sheets.

On September 15, 2015, formal sealed bids were opened. Sixteen companies were originally notified of this bid opportunity. One bid was received, from Palmetto Infrastructures, of Greenville, SC, in the amount of \$487,205.96.

## SPECIAL CONSIDERATIONS OR CONCERNS :

This project was originally bid in February of 2015. Two bids were received on March 2, 2015, and both were rejected as being over budget. Davis & Floyd re-designed the bridge specifications and this second bid was issued. The low bidder of the previous bid, Cape Romain, "no bid" this project because their building schedule was full through 2016. Davis and Floyd has reviewed the one bid received and determined it to be a reasonable bid.

## ATTACHMENT(S):

1. Davis & Floyd recommendation letter
2. Bid Tab

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the award of bid ITB 15-01, Mauldin Mill Road & Bridge Construction- REBID to Palmetto Infrastructure, Inc., of Greenville, SC, in the amount of \$487,205.96 with a 10% contingency of \$48,720.60, for a total award of \$535,926.56 and authorize the County Administrator to approve any Change Orders within the contingency amount.

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.*

# DAVIS & FLOYD

SINCE 1954

September 22, 2015

Robyn Courtright  
Procurement Director  
Oconee County  
415 South Pine Street  
Walhalla, SC 29691

Re: Mauldin Mill Road and Bridge Construction  
D&F Job Number: 12976.03

Dear Ms. Courtright:

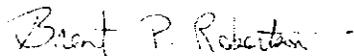
We have completed our review of the bid for the referenced project. A single bid was submitted from Palmetto Infrastructure located in Greenville, SC. Palmetto Infrastructure, Inc. total bid when you combine the Base Bid and Bid Additive #1 totals to \$487,205.96. The final engineers estimate for this project was \$501,023.51. We have reviewed their bid and unit prices provided and find their bid to be acceptable. This price was slightly adjusted from their original bid amount due to two small mathematical errors. Palmetto Infrastructure, Inc. just recently completed the Lands Bridge road project for Oconee County and performed well on that project.

Davis and Floyd, Inc., recommends that Oconee County move forward with Palmetto Infrastructure, Inc. for this project.

If you have any questions or need additional assistance, please do not hesitate to call.

Very truly yours,

**DAVIS & FLOYD**



Brent P. Robertson, PE  
Vice President

1319 Highway 72/221 East, Greenwood, SC 29649  
o. (864) 229-5211 f. (864) 229-7844

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WWW.DAVISFLOYD.COM

Bidders				Palmetto Infrastructure	
Address	Greenville, SC				
Approx Qty	Unit	Description	Unit Price	Extended Price	
<b>Bid Form Page 1 - Base Bid</b>					
1	LS	Mobilization (for Bridge only)	\$25,000.00	\$25,000.00	
1	LS	Mobilization for Removal of Bridge Piles and Installation of Drilled Piles (as Necessary)	\$9,000.00	\$9,000.00	
1	LS	Construction Stakes, Lines and Grades (For Bridge Only)	\$20,000.00	\$20,000.00	
2	EA	Removal & Disposal of Bridge Pile (as Necessary)	\$1,000.00	\$2,000.00	
70	TON	Bridge Approach Set-up	\$100.00	\$7,000.00	
20.4	CY	Concrete for Structures - Class 4000	\$2,500.00	\$51,000.00	
4754	LBS	Reinforcing Steel for Structures (Bridge)	\$3.00	\$14,262.00	
438.6	LF	3' 0" x 1' 9" Cored Slabs	\$270.00	\$118,422.00	
79.8	LF	Concrete Bridge Barrier Parapet	\$150.00	\$11,970.00	
10	EA	Pile Driving Set Up	\$4,500.00	\$45,000.00	
10	EA	Reinforced Pile Tips (HP 14 x 73)	\$200.00	\$2,000.00	
177	LF	Steel H. Bearing Piling (HP 14 x 73)	\$75.00	\$13,275.00	
2	EA	Drilled Pile Set-up (as Necessary)	\$500.00	\$1,000.00	
12	LF	Soil Excavation for drilled pile foundations - 24" diameter (as Necessary)	\$300.00	\$3,600.00	
10	LF	Rock Excavation for drilled pile foundations - 24" diameter (as Necessary)	\$700.00	\$7,000.00	
1.2	CY	Drilled Pile Foundation Concrete - Class 4000 DS (as Necessary)	\$1,500.00	\$1,800.00	
22	EA	Elastomeric Bearing	\$200.00	\$4,400.00	
132.2	SY	Waterproofing (Bridge Deck)	\$50.00	\$6,610.00	
<b>SUBTOTAL - Base Bid</b>				<b>\$343,339.00</b>	

Bidders		Palmetto Infrastructure		
Address		Greenville, SC		
<b>BID FORM Page 2- Bid Additive #1</b>				
1	ES	Mobilization	\$1,000.00	\$1,000.00
1	ES	Construction Stakes, Lines and Grades	\$5,000.00	\$5,000.00
1	ES	Traffic Control	\$8,138.00	\$8,138.00
0.00	AC	Clearing & Grubbing	\$8,500.00	\$8,050.00
1	ES	Rough Grading (885 CY Cut / 1100 CY Fill / 20% Fill Factor)	\$17,000.00	\$17,000.00
1660	SF	Removal Of Existing Asphalt Pavement	\$0.87	\$4,924.20
0.215	MSY	Sub. Mix, Restur. Slope & Reshape	\$3,737.50	\$803.58
1	ES	Subvert Pipe - 18" RCP Class IV	\$2,300.00	\$2,300.00
15	TON	Maintenance Stone	\$17.00	\$255.00
1	ES	Final Grubbing	\$2,675.00	\$2,675.00
0	CY	Bank Excavation - Last Unit Price Only, Do Not include in Grand Total	\$500.00	
0	CY	Unsuitable Material - Last Unit Price Only, Do Not include in Grand Total	\$65.00	
950	LI	Silt Fence	\$3.00	\$2,850.00
10	EA	Erosion Bats (Sediment Tubes)	\$100.00	\$1,400.00
25	TON	Rip-Rap (Class B)	\$35.00	\$875.00
296	TON	Rip-Rap (Class C)	\$38.00	\$15,048.00
2835	SF	Vegetative Matting - Temp. Erosion Control Blanket	\$0.28	\$737.10
0.8	AC	Grading	\$2,875.00	\$1,150.00
2	EA	Rack "A" Cross Vane	\$5,000.00	\$8,000.00
2	EA	Rack J-Heck	\$1,000.00	\$8,000.00
80	SF	Riparian Buffer Vegetation (For Creek Bank Stabilization And Erosion Control)	\$50.00	\$4,000.00
2682	SF	Geotextile For Erosion Control (Class J) Type C	\$2.30	\$6,168.60
6.6	AC	Hydraulic applied Erosion Control Product - Type 1 (For Roadway Side Slopes)	\$2,450.00	\$2,070.00
6.2	AC	Hydraulic applied Erosion Control Product - Type 3 (For Roadway Side Slopes)	\$3,450.00	\$690.00
26	LS	Concrete curb thickness	\$35.00	\$910.00
2	TON	Asphalt Surface For Ditch Pavine	\$89.00	\$178.00
400	TON	Road Set Up (inclusive of driveway)	\$21.57	\$8,628.00
162	TON	Asphalt Surface (Type C - inclusive of paved shoulder and driveway)	\$98.00	\$16,170.00
87.5	LF	Guardrail	\$17.00	\$1,487.50
2	EA	End Anchor - Type B	\$600.00	\$1,200.00
2	EA	End Terminal - Type T (12' (23'))	\$3,000.00	\$6,000.00
4	EA	Half Beam G.R. Bridge Connection	\$1,200.00	\$4,800.00
1	ES	Signage	\$3,000.00	\$3,000.00
1100	LF	4" Yellow Solid Line - (No Passing Zone) Thermoplastic 80Mld	\$3.45	\$3,795.00
1100	LF	4" Yellow Solid Line - (No Passing Zone) F. D. Paint	\$1.45	\$1,595.00
<b>SUBTOTAL - Bid Additive #1</b>				<b>\$143,866.96</b>
Indicates corrected math error				
<b>GRAND TOTAL</b>				<b>\$487,205.96</b>

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 6, 2015

## ITEM TITLE:

Title: **Kubota Tractor with Boom Mower**

Department: **Roads & Bridges**

Amount: **\$115,487.00**

## FINANCIAL IMPACT:

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

Finance Approval:

Sadale Price

Budget \$165,360

Project Cost \$115,487

Balance \$49,873

## BACKGROUND DESCRIPTION:

Approval is requested for one 2014 Kubota Agricultural Tractor with a TerrainKing 60" boom mower attached. This is a demo unit with seven hours of use that is located at Parker Farm Equipment in Kings Mountain, NC. The Director of Vehicle Maintenance and the Equipment Manager from the Roads & Bridges department have inspected this equipment and recommend its purchase. This will be a new addition to the fleet of mowers and will be used primarily for clearing right-of-way slopes and banks and cutting limbs that cannot be reached with a traditional mower. The purchase of the 2014 demo unit represents a savings of \$25,023.00 over the cost of a new tractor.

## SPECIAL CONSIDERATIONS OR CONCERNS:

This purchase is contingent on the approval of lease purchase funding and was listed in the Capital Lease Purchase Request approved as part of the 2015-2016 budget. Per the terms of the NJPA National Cooperative Purchasing Contract # 070313-KBA, the County would issue two separate PO's, one to Kubota for the tractor and one to Parker Farm Equipment for the TerrainKing boom attachment. Since this is a demo unit, Parker Farm Equipment can offer us a price that is lower than the direct NJPA pricing from Kubota. Additional accessories including a four foot heavy duty "Flail" (a threshing tool), a 90" saw head and a quick hitch kit (to allow interchanging of the accessories) will be purchased separately from Oakway Tractor, the local Kubota dealer, through the NJPA contract. The accessories total \$35,034.99 and do not require Council approval, but are considered part of the "agricultural tractor" requested by the Roads and Bridges department.

## ATTACHMENT(S):

1. NJPA Quote from Kubota for tractor only
2. NJPA Quote from Parker Farm Service for TerrainKing Boom Mower Only
3. Parker Farm Service Quote for 2014 demo tractor with boom mower

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of a 2014 Kubota Tractor with a TerrainKing 60" boom mower from Parker Farm Service of Kings Mountain, per the NJPA Contract for the amount of \$115,487.00.

Submitted or Prepared By:

Robyn Courtright  
Robyn Courtright, Procurement Director

Approved for Submittal to Council:

T. Scott Moulder, County Administrator

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



M108SHDC WEB QUOTE #472012

Date: 9/24/2015 10:56:05 AM

- Customer Information -

Courtright, Robyn

Ooona County

rcourtright@occheeac.com

864.304.5296

To order equipment - purchase orders must be made out and returned to:

Kubota Tractor Corporation

3901 Del Amo Blvd.

Torrance, CA 90503

or email: [NA\\_Support@kubota.com](mailto:NA_Support@kubota.com)

or call 310-203-7834 or fax 544-862-1581

- Standard Features -

- Custom Options -



Not Available in Nebraska

M Series

M108SHDC

MID-SIZE AG CAB TRACTOR, 4WD, SWING-SHIFT TRANSMISSION\*

\*\* EQUIPMENT IN STANDARD MACHINE \*\*

**DIESEL ENGINE**

Model A V3000-CRS Common Rail

Electronic Fuel Injection

Turbocharged

w/Watergate and Intercooled

4 Cyl. 230 cu. in.

\* 95 Net Eng. HP

\* 96 PTO HP

@ 2600 Eng. rpm

EPA Tier III Emission Certified

12V 900 CCA Battery

Charging Output 45 amps / 30PS

Charging Output 80 amps CAB

**HYDRAULICS / HITCH / DRAWBAR**

Open Center Gear Type

12.1 gpm Power Steering

17.2 gpm @ 2844 psi

Remotes / 3 Pt. Hitch

28.3 gpm Total

First Remote (SCD) with Self

Canceling Outlets

Cat II 3-point Hitch

At 121 Pairs 5660 lbs

21 " Behind 4630 lbs

Telescoping Lower LE-M

Stabilizers

Heavy Duty Swinging Drawbar

**FRONT AXLE**

Hydraulic Power Steering

2WD: Tubular Steel Beam

Adjustable, Telescoping

Tread Spacing

4WD: Bevel Gear

Cast Iron

Easy to shift 4WD engagement

while tractor is moving.

Adjustable, Rim Tread Spacing

\* Max. Load Limit Estimate

**DRIVE TRAIN**

4-Speed Full Synchronized w/5

Swing Shift High/Low

16P/16R speeds

Hydraulic clutch/brake Clutch

Planetary Final Drives

(4WD Front & Rear Axles)

(2WD Rear Axle)

Rear Diff. Lock (2WD)

Front and Rear Diff. Lock (4WD)

**FLUID CAPACITY**

Fuel Tank 45.2 gal

Cooling System 2.6 gals

Crankcase 11.2 gals

Transmission and

Hydraulics 18.6 gal

Front Axle (4WD) 7.1 gals

**POWER TAKE OFF**

Live-Independent Hyd. PTO

SAE 1 3/8 " Six Spline

540 rpm @ 2200 Eng. rpm

Now: SAE 1000 Dual Speed PTO

is standard on M108SHDC2

**SAFETY EQUIPMENT**

Flip Up PTO Shield

Safety Start Switches

Electric Key Shut Off

Hydraulic Wet Disk Brakes

Parking Brake

Turn Signals

SMV Sign

7-Pin Electrical Trailer Connector

**ROPS MODEL**

SHSHD: 2-Post Foldable

Revolvable seatbelt

**ROPS MODEL**

SHSHD: 2-Post Foldable

Revolvable seatbelt

**CAB**

New Wide Cab

Integral Factory ROPS Certified

Fab Deck

2 Doors, Front/Rear all glass

Gammer Deluxe Seat with Armrests

Retractable Seat Belt

Tinted Glass

Dual Level Air Conditioning & Heater

Front Wiper w/Washer - 2 Speed

Radio Ready, includes 2-speaker's

antenna and wiring harness

Left and Right Side Exterior Mirrors

2 Steps

Sun Visor

Tilt Steering Wheel

Interior Dome Light

Accessory Plug 12V - 15 Amp

3 Pin 30 Amp Electric Coupler

Seat Mount location right center post

Cup Holder

Auxiliary

2 - Front Work Lights

2 - Rear Work Lights

**LIGHTING**

2 Headlights - Tail Lights

4 Hazard Flasher Lights with Turn

Signals

**INSTRUMENTS**

LED Instrument Panel with LCD

Readout for MPH and PTO rpm

Tachometer/ Hour meter

Oil Pressure

Fuel Gauge

Coolant Temperature

M108SHDC Base Price: \$62,141.00

Configured Price: \$62,141.00

NJPA 070313-K8A Discount: (\$12,426.20)

NJPA 070313-K8A Price: \$49,714.80

Factory Assembly: \$250.00

Dealer Assembly: \$0.00

Freight Cost: \$450.00

PGI: \$250.00

Final Sales Price: \$50,662.60

**SELECTED TIRES**

AMR85M & AMR9250C AG TIRES

FRONT - 13.6R24 R1 Tires - Hi Traction Lug WAF

**\*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.**

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4-001050







## Gallery

Terrain King™ is a division of Alamo Group Inc. which has been a world leader in the design, manufacture, distribution and service of high quality equipment for right-of-way maintenance and agriculture for over 40 years. Terrain King™ is a manufacturer of tractor-mounted boom loaders sold exclusively through select Florida dealers and is committed to engineering practical solutions for the governmental roadside maintenance departments.





Performance Matched to Kubota Tractors



60" Rotary Head with Swivel





48" Flail Head with Swivel





90" Saw Head with 26" Diameter Saw Blades





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A REPUTATION YOU CAN TRUST

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YANMAR GROUP  
www.yanmar.com

**TERRAINING™**

1602 East Walnut St., Piquette, Texas 76165  
www.terraining.com  
boom@terraining.com  
1-800-887-4756

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TERRAINING™

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# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 6, 2015

## ITEM TITLE:

Title: **Twelve 2016 Chevrolet Tahoes**

Department: **Sheriff's Office**

Amount: **\$353,205.00**

## FINANCIAL IMPACT:

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

Budget: \$408,012

Project Cost: \$353,205

Balance: \$ 54,807

Finance Approval:

*Ladale Price*

## BACKGROUND DESCRIPTION:

Sheriff's fleet vehicles necessary for fiscal year 2015-2016 operations include (12) twelve 2016 Chevrolet Tahoes with the Police Pursuit package. The only options added to the Tahoes are spotlights, grill wiring and carpet for three unmarked vehicles. Love Chevrolet of Columbia, SC is the state contract vendor and has agreed to hold the 2015 state contract pricing for these 2016 Tahoes. The new vehicles will replace high-mileage vehicles currently used in the Sheriff's fleet. The vehicles being replaced will be sold as surplus on GovDeals.com or replace older vehicles used in other County departments. The Fleet Maintenance Director also approves this purchase.

## SPECIAL CONSIDERATIONS OR CONCERNS:

This purchase is contingent on the approval of the lease/purchase funding, authorized in the 2015-2016 budget allocations.

## ATTACHMENT(S):

1. Quote from Love Chevrolet for 12 Tahoes
2. State Contract

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve purchase of twelve 2016 Chevrolet Tahoes to Love Chevrolet, of Columbia, SC, in the amount of \$353,205.00, per State Contract # 4400009456.

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.*

**Love Chevrolet Company**

**100 Parkridge Drive**

**Columbia, SC 29212**

**Donald Shumpert**

**Cell 803-518-1989**

**dshumpert@loveauto.com**

**State Contract #4400009456**

**Marked Units (X9)**

Base Price -	\$28649.00
Spot Light -	\$462.00
Grill Wiring -	\$92.00
Tax -	\$300.00
<hr/>	
Total -	\$29493.00
<b>Total for Nine Units -</b>	<b>\$265437.00</b>

**Unmarked Units (X3)**

Base Price -	\$28649.00
Carpet -	\$185.00
Grill Wiring -	\$92.00
Tax -	\$300.00
<hr/>	
Total -	\$29226.00 plus tax
<b>Total for Three Units -</b>	<b>\$87678.00</b>
<b>Grand Total for 12 -</b>	<b>\$353,115.00</b>



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## **Truck, 4 x 2 Utility (SUV), Full Size, Four Door, Pursuit Package, Flex Fuel**

<b><u>Contract Number:</u></b>	<b>4400009456</b>	<b><u>Contractor:</u></b>	<b>Love Chevrolet Company</b>
<b><u>Initial Contract Term:</u></b>	<b>11/1/14 – 10/31/15</b>	<b><u>Address:</u></b>	<b>PO Box 8387 Columbia, SC 29202</b>
<b><u>Contract Rollover Dates:</u></b>		<b><u>Vendor #:</u></b>	<b>7000044959</b>
<b><u>Order Cutoff Date:</u></b>	<b>3/25/15</b>	<b><u>Contact:</u></b>	<b>Donna Casey</b>
<b><u>Model:</u></b>	<b>Chevrolet Tahoe PPV</b>	<b><u>Email:</u></b>	<b><a href="mailto:governmentsales@loveauto.com">governmentsales@loveauto.com</a></b>
<b><u>Commodity Code:</u></b>	<b>07180</b>	<b><u>Telephone:</u></b>	<b>(803) 794-9004 ext. 7</b>
<b><u>Delivery:</u></b>	<b>90 – 120 days ARO</b>	<b><u>Fax:</u></b>	<b>(803) 926-7467</b>

### **BASE PRICE = \$28,649.00**

\* Click on the link above for an itemized listing of items included in the base price.

### **Optional Additions:**

4 x 4 Package – Pursuit Rated ..... \$ 3,065.00  
Spot Light (Door Mounted Left Hand) ..... \$ 452.00

### **Optional Deductions:**

Auxiliary Power Connection – Standard State Spec ..... Factory Standard  
Auxiliary Power Outlet – Standard State Spec ..... Factory Standard



# Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps (DX, At Large)	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Edna Cammick	Wayne McCall	Paul Cain	Joel Thrift	Reg Dexter		
							2015-2018	2013-2016	2015-2018	2013-2018	2013-2018	2015-2018	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 Bryant [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	Bette Boreman [1]	Luther Lyle [2]	Mariam Noorai [1]	Barbara Waters [2]	H. Richardson [2]	Amber Lange [1] Joan 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]	OPEN	Berry Nichols [2] Paul Reckert [2]	
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - March	George Smith [1]	Matt Rochester [1]	Bob DuBose [2]	Mike Willimon [2]	Harry Tollison [2]		
Conservation Bank Board	2-381	Appointed by Category Preference		2X	YES	Jan - March	Shea Airey [2]	Andy Lee [2]	Jennifer Moss [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2] Glenn Buddin [1]	
PRT Commission <i>members up for reappointment due to tribal stagger</i>	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Brian Greer [2], Rosemary Bailes [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], L. Martin [1], B. Hetherington [1], H. McPhoolers [1], A. Champion [1], K. Holliman [1]				William Gaster [2], Maria Jacobson [1], Marie McMahan [1]		
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Brad Kisker	C. W. Richards	David 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 Holliman [1], Waruda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] - BHS contacts Council w/ recommendations when seats open						
Capital Project Advisory Committee	2-391	CC, PC, 2 @ Lg.	NO	3X	1 yr	January	Council Representative Wayne McCall/Paul Cain in McCall absence, Planning Commission GMcPhail [1]				Randy Abbott [1]	Frankie Pearson [1]	
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 BOD				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]						

[#] - 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 - questionable on file

Denotes individual who DOES NOT WISH TO BE REAPPOINTED

**Bold Italic TEXT** denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

# OCONEE COUNTY BOARD / COMMISSION / COMMITTEE CANDIDATE LISTING

	DX	AT LARGE	Reappoint Request	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	EDUCATION	TOURISM & REC.	Questionnaire Received Date
Corey, James	1						X			April 2015
Corley, Glenn	3						X			March 2015
Elliott, Kathy	1	Yes							X	March 2015
Heller, Andy	1					X	X		X	July 2015
Marcengill, Richard	2	Yes				X	X			December 2014
Smith, Bill	3						X			March 2015
Coburn, William	4	Yes					X			April 2015
Menzies, W. John	5					X	X			July 2015

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

Area of Interest [please check one or more]	Board/Commission Applicable to Interests
Aeronautics	Aeronautics Commission
Public Safety, Health & Welfare	Anderson-Oconee Behavioral Health Services Commission
Regulatory	Building Codes Appeal Board
	Parks, Recreation & Tourism Commission
	Board of Zoning Appeals
Planning Activities	Appalachian Council of Government Board of Directors
	Board of Zoning Appeals
	Capital Projects Advisory Committee
	Conservation Bank Board
	Planning Commission
	Scenic Highway Committee
Education	Arts & Historical Commission