



# Public Comment SIGN IN SHEET

## September 20, 2016 ~ ~ ~ 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.

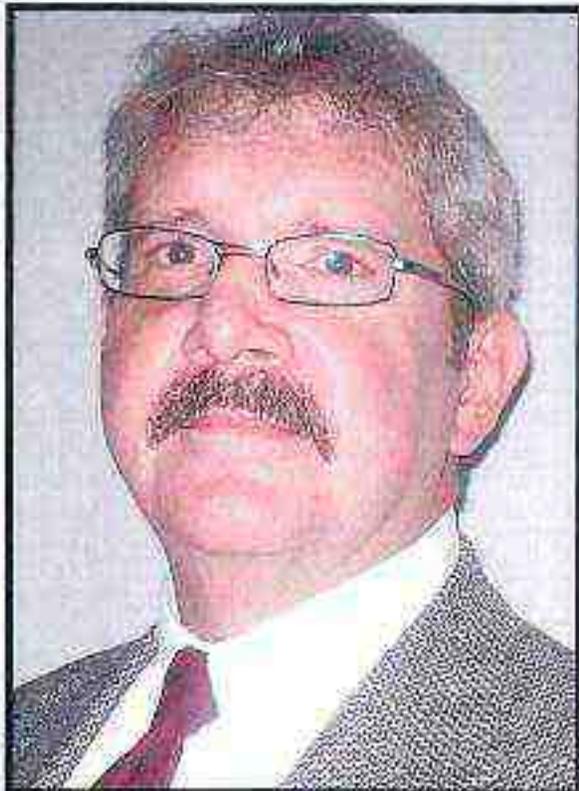
### PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	<i>John Jennings</i>	<i>O/W prop taxes,</i>
2	<i>James Carnahan</i>	<i>Bond</i>
3	<i>David M. Oliver, UVM</i>	<i>Ord <del>2016-26</del> 2016-26</i>
4	<i>Nanette Alexander</i>	
5	<i>Jacky Ballenger</i>	
6	<i>Mike Creighton</i>	<i>Health Insurance</i>
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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.

# County Council Agenda

## September 20, 2016



*It is with sadness that we acknowledge the death of our friend Steve Moore, a lifelong Oconee County resident, who served on this County Council as the District I representative from 2002 to 2006.*

*Steve also served on the School District Board from 1997 to 2000 and several other organizations boards.*

*He and his family have given a great deal to this county; his father was a founding council member and his brother Howard was a Planning Commission member from 1998 to 2012.*

*Please keep Steve and his family and friends in your prayers during this difficult time.*



9/29/2016

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# Recycling Improvements

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## **Recycling New Materials:**

In October of 2015, Oconee County began recycling pallets. In years past, we had attempted to grind them in our yard-waste tub grinder, but found that the metal components in the pallets wore out the “teeth” on the grinder at a rate that was economically infeasible for us to continue grinding them. After that, out-of-county recyclers were utilized when possible, but inevitably, a majority went into the landfill. We now have a separate grinder for pallets, and we have had no significant issues in grinding them. To date, we have recycled 73 tons of pallets.

## **Collecting Recyclables at New Places:**

While you’re out and about in the County, you may be seeing a few more of our Solid Waste trucks as we have amped up our business and industry recycling program.

Late last year, we started providing recycling pick-up services to commercial and industrial facilities in Oconee County. The purchase of a front-load commercial truck this year has increased our ability to expand our recycling outreach efforts to businesses and industries as our rates are very competitive in this market. This incentive started getting businesses and industries to recycle pallets, paper and cardboard.

- Total tons of pallets collected: 73.33 tons (approx. 4,200 pallets!)
  - Greenfield Industries; RBC Aerostructures; S. C. Vocational Rehab; SCDOT; and Waste Connections. The pallets are being processed into mulch or can be sold as a boiler fuel if we manage to obtain a larger and constant supply.
- Total tons of paper/cardboard collected: 61.66 tons
  - Greenfield Industries; The Edward’s Group; and GHS / Oconee Campus. Other industries and commercial facilities have shown interest in our program, and several have tentatively committed to the program after their current collection contracts expire.

For those businesses and industries in the County that don’t have the need for a container and a consistent pick-up schedule, we have “opened our doors” for them to bring their recyclables directly to the Solid Waste Materials Recovery Facility. So far, Paesano’s Italian Restaurant, Schneider Electric, and Sandvik/Coromant have started to bring their recyclable materials directly to us. This has included glass, plastic and occasionally small amounts of cardboard and aluminum. We have collected 7.49 tons of recyclables from these direct-drop businesses and industries.

We’ve also broadened our collection base by providing a container at Oconee Fence Co. for metal, and another container at The Hideaway for glass bottle recycling.

We are one of the few counties in the state to still accept glass for recycling - and we are **making money** on it. Most counties have gone single stream or dual stream and, in those processes, glass is not allowed. We are still separating glass by color and we can now recycle (sell) mixed color glass, just at a significantly reduced rate. Because we understand the importance of recycling glass, we have alerted other counties that we **WILL** accept their glass for recycling.

- Total tons of glass recycled:
  - FY2015 was 323.82
  - FY2016 was 417.74

By promoting our commercial and industrial recycling program, our goal is to collect materials from businesses and industries that will not or cannot utilize other recyclers. Over the past year, many industries and businesses have

been without means to recycle cardboard, pallets, and plastic due to leading global recyclers either discontinuing routes or increasing fees for their services. Our objective is to establish our rates to self-fund the program in order to provide recycling opportunities to industries that do not have access to recycling due to rural location or budgetary constraints

### **Forming New Partnerships:**

#### **Tri-County Technical College**

In May, Oconee County Solid Waste was contacted by North Star Construction Company to discuss tipping fees on a demolition project at Tri-County Technical College. The college's amphitheater was being demolished and they were looking for a disposal site that was nearby.

We informed them that the typical tipping fee for construction waste is \$30 per ton; however, if the material was separated categorically by brick, concrete, and asphalt and keep the material in small loads, we would accept the material at no charge.

The material loads were kept small and segregated. This partnership kept approximately 3,000 tons (that's about 80 18-wheeler loads) of material out of the landfill. This material was placed in the Asphalt/Concrete recycling area that was approved by DHEC in 2012. Once enough material has been stockpiled, this material can be crushed to be used as rock for the landfill roads or could potentially be sold for public use. By keeping this material out of the landfill, Oconee County saved space at the landfill, saved Tri-County Tech tipping fees, and provides a product that is recycled for reuse.

#### **Oconee County School District**

This August, we began offering recycling containers to any school in Oconee County who was willing to participate (9 of 20 so far). This is a free of charge services, to encourage all of the schools to come on board with recycling. Not only to help reduce cost with the schools, but to set an example for the students and educate them about recycling. We have offered collecting all of their paper/cardboard products and steel cans (from the cafeteria). Total tons since August, 2016 has been 5.55 tons collected on paper/cardboard. Collection of the steel cans is only a month away.

Our goal is to create a district wide recycling plan for the schools. This would include auditing their waste stream, convincing the district to purchase materials that are easily recyclable especially in the cafeteria since this is their largest area for waste production, creating composting sites especially for the high schools who have the plant/garden programs, and also having each school have the same kind of drink machines, etc. Currently each school is semi responsible on what materials and food containers they purchase. Overall, we would like to be able to recycle enough material that each school could remove at least one garbage dumpster which in turn could save the district \$25,000-\$50,000 per year.

#### **Goodwill Industries**

Our partnership with Goodwill Industries has been very successful. The electronics recycling program diverts an average of 350 tons a year of potential waste from the landfill to be reused, and/or repurposed.

### **Convenience Center Upgrades:**

Our efforts to increase our recycling percentages don't stop with new programs and partnerships. In the past several weeks, we have evaluated ease of use, traffic flow and overall efficiency of our busiest Recycling Centers. We are in the conceptual planning stage and are currently conducting environmental studies to begin the process of re-configuring four of the Recycling Centers. The Centers are: #2 Metromont; #4 Salem; #5 Richland; and #10 Ebenezer. The planned upgrades will expand the ease of access to the individual recycling receptacles and improve traffic flows at the centers. Additionally, we will be increasing operational efficiency for staff and the drivers by strategic placement of the recycling containers.

And, finally, our team has held several brainstorming discussions focused on programs, contests, educational campaigns, etc., to increase citizen awareness and to continue to promote recycling. We will be presenting some of these ideas in the near future.

**Annual Recycling Tonnages:**

Total Tons Recycled FY 2015:	2,440.48 tons	
Total Tons Recycled FY 2016:	3,210.44 tons	an increase of 769.96 tons

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STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**ORDINANCE 2016-22**

AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$16,000,000 GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, 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: September 20, 2016

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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, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and vice versa. The term:

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

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

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

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

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

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

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

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

**“County”** shall mean Oconee County, South Carolina.

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

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

**“Government Obligations”** shall mean, to the extent permitted by Section 6-5-10 of the South Carolina Code or any other authorization relating to the investment of funds of the County, any of the following: (1) cash; (2) United States Treasury Obligations – State and Local Government Series; (3) United States Treasury bills, notes, bonds or zero coupon treasury bonds all as traded on the open market; (4) direct obligations of the U.S. Treasury which have been stripped by the Treasury itself, including CATS TIGRS and similar securities; (5) obligations of any agencies or instrumentalities which are backed by the full faith and credit of the United States of America; (6) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; (7) obligations of the Federal National Mortgage Association; (8) general obligations of the State or any of its political units which, at the time of purchase, carry an AAA rating from Standard & Poor’s or an Aaa rating from Moody’s Investors Service; or (9) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of the holder thereof.

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

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

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

**“Ordinance”** shall mean this Ordinance.

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

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

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

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

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

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

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

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

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

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

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

(e) The assessed value of all the taxable property in the County established by the last completed assessment thereof is \$549,425,909. Eight percent of such sum is \$43,954,072. 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 \$12,265,000, 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 \$690,000;

(ii) \$17,000,000 original principal amount General Obligation Bonds, Series 2011, dated June 16, 2011, currently outstanding in the principal amount of \$9,410,000; and

(iii) \$2,600,000 original principal amount General Obligation Bond, Series 2013, dated June 20, 2013, currently outstanding in the principal amount of \$2,165,000.

Thus, the County may incur not exceeding \$31,689,072 of general obligation debt within its applicable debt limitation.

(f) The proceeds derived from the sale of the Bonds shall be applied to (i) defray the costs of any one or more of the following projects: (A) design, construction, land acquisition, land preparation and equipping a new Westminster magistrate building; (B) land preparation (including grading), infrastructure costs (including roads, curbs, drainage and stormwater facilities, intersection improvements, and internal utilities) and civil design and site work relating to the foregoing, in connection with the Oconee County Workforce Development Center (to be undertaken in partnership among the County, Tri-County Technical College, and the School District of Oconee County, South Carolina) and the Oconee Industry and Technology Park; (C) design and construction of academic facilities to be located at the Pendleton Campus of

Tri-County Technical College; (D) acquisition of land located on U.S. Highway 123 for use in conducting agriculturally-related activities; (E) design and construction of fourteen (14) T-Hangars at the Oconee County Regional Airport; and (F) building repairs and upgrades in connection with the County's library system (collectively, the "Projects"); and (ii) pay the costs of issuance of the Bonds.

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

(h) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$16,000,000 aggregate principal amount general obligation bonds of the County to provide funds for the purposes set forth in Section 2(f) above.

**SECTION 3. Authorization and Details of Bonds.** Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued, not exceeding \$16,000,000 aggregate principal amount of general obligation bonds of the County (the "Bonds"), in one or more series (including taxable and tax-exempt series), in the respective principal amount as determined by the Chairman of County Council or the County Administrator pursuant to Section 5 hereof and shall be issued to obtain funds for any of the purposes set forth in Section 2(f) above, including any engineering, architectural, accounting, financial and legal fees relating thereto and other incidental costs of issuing the Bonds.

The Bonds shall be issued in one or more series which shall be designated "\$ (principal amount issued) General Obligation Bonds, [Taxable] Series 20[ ], of Oconee County, South Carolina".

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

**SECTION 4. Redemption Provisions.**

The Bonds shall be subject to redemption prior to their stated maturities on such terms as shall be determined by the Chairman of County Council or the County Administrator. Pursuant to Section 5 hereof, the Chairman of County Council or the County Administrator may also determine whether any of the Bonds are subject to mandatory sinking fund redemption.

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event the Bonds or any portion thereof shall be called for redemption, notice of the redemption, describing the Bonds to be redeemed, specifying the redemption date and the redemption price payable on such redemption, shall be mailed by first-class mail, postage prepaid, to the registered owner thereof as shown on the registry books of the County kept by the Registrar not less than thirty (30) days and not more than sixty (60) days prior to the redemption date. If

the Bonds or any portion thereof shall have been duly called for redemption and notice of the redemption mailed as aforesaid, and if on or before the date fixed for redemption, payment thereof shall be duly made or provided for, interest on the Bonds to be redeemed shall cease to accrue from and after the redemption date specified in such notice.

**SECTION 5. Determination of Certain Matters Relating to the Bonds.** The Chairman of County Council or the County Administrator are hereby authorized and empowered to: (a) determine the original issue date of the respective series of the Bonds; (b) determine whether any of the Bonds will be issued as term bonds and, if so, the principal amounts and maturity dates of the Bonds subject to mandatory sinking fund redemption; (c) determine the aggregate principal amounts of the respective series of Bonds and determine the respective portions of the costs of the Projects to be financed with proceeds of the respective series of Bonds; (d) determine the maturity schedule and the principal amounts of each maturity of the respective series of Bonds; (e) determine the optional redemption provisions applicable to the respective series of Bonds; (f) adjust the principal amounts of each maturity of the respective series of Bonds as prescribed in the Notice of Sale; (g) determine the date and time of sale of the respective series of Bonds; (h) determine whether a respective series of Bonds will be issued as obligations the interest on which shall be exempt from federal income taxation; (i) approve the Registrar and Paying Agent as provided in Section 8 hereof; (j) determine the Interest Payment Dates, as well as the first Interest Payment Date and the Principal Payment Date, if different than as set forth herein; (k) negotiate and execute all other contracts which may be necessary in connection with the issuance of a respective series of Bonds; (l) provide an appropriate series designation for the respective series of Bonds issued hereunder; and (m) determine whether a respective series of Bonds will be designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Council further authorizes and empowers the Chairman of County Council or the County Administrator to award the sale of the respective series of Bonds to the lowest bidder therefor in accordance with the terms of the respective Notices of Sale for the respective series of Bonds. After the sale of the respective series of 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 respective series of Bonds.

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

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

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

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

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

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

**SECTION 8. Designation of Registrar and Paying Agent.** Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. Within twenty-four (24) hours after receipt of bids, the successful bidder, if any, for the Bonds may designate, subject to the approval of the Chairman of County Council or the County Administrator, the Registrar and the Paying Agent for the Bonds. The Registrar and the Paying Agent, respectively, shall be a bank, trust company, depository or transfer agent located either within or without the State. In the event the successful bidder fails to designate the Registrar and the Paying Agent within twenty-four (24) hours after receipt of bids, or the Chairman of County Council

or the County Administrator do not approve the Registrar and the Paying Agent designated by the successful bidder, the Registrar and the Paying Agent shall be designated by the Chairman of County Council or the County Administrator. In the event the Bonds are issued as a single fully-registered bond, the Oconee County Treasurer may act as Paying Agent and Registrar for the Bonds as determined by the Chairman of County Council and the County Administrator.

SECTION 9. Registration, Transfer and Exchange of Bonds. The County shall cause Books of Registry to be kept at the offices of the Registrar for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar shall register or transfer, or cause to be registered or transferred, on such Books of Registry, the Bonds under such reasonable regulations as the Registrar may prescribe.

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

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

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

SECTION 11. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as

may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

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

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

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

(FORM OF BOND)

UNITED STATES OF AMERICA  
 STATE OF SOUTH CAROLINA  
 OCONEE COUNTY  
 GENERAL OBLIGATION BOND, [TAXABLE] SERIES 20[ ]

No. R- \_\_

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

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Oconee County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the Registered Holder named above, or registered assigns, the principal amount shown above on the maturity date shown above (unless this Bond shall be subject to prior redemption and shall have been duly called for previous redemption and the payment of the redemption price made or provided for), upon presentation and surrender of this Bond at the principal office of \_\_\_\_\_, as paying agent (the "Paying Agent"), in \_\_\_\_\_, State of \_\_\_\_\_, and to pay interest on such principal amount from the date hereof at the

interest rate per annum shown above (calculated on the basis of a 360-day year comprised of twelve 30-day months) until this Bond matures. Interest on this Bond is payable semiannually on April 1 and October 1 of each year commencing \_\_\_\_\_, 20\_\_, until this Bond matures or prior redemption, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently \_\_\_\_\_, as registrar (the "Registrar"), in \_\_\_\_\_, \_\_\_\_\_, at the close of business on the fifteenth (15th) day of the calendar month preceding each semi-annual interest payment date. The principal of, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

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

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

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to date of authentication, number, date of maturity, principal amount, registered holder, redemption provisions and rate of interest, aggregating \$ \_\_\_\_\_, issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina, 1976, as amended; and Ordinance No. 2016-22 duly enacted by the County Council on September 6, 2016.

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

[This Bond and the series of which it is one maturing on April 1, 20\_\_, are subject to mandatory redemption by lot on April 1 each year at a redemption price equal to one hundred percent (100%) of the principal of the Bonds so redeemed, together with interest accrued therein to the date of redemption, in the principal amounts set forth in the table below:

<u>Year</u>	<u>Principal Amount</u>
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At its option, to be exercised on or before the sixtieth (60<sup>th</sup>) day next preceding any mandatory redemption date, the County may (a) deliver to the Paying Agent for cancellation Term Bonds of the

applicable maturity in any aggregate principal amount desired, or (b) receive a credit in respect of its mandatory redemption obligation for any Term Bonds of the applicable maturity which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the County and cancelled by the Paying Agent and not theretofore applied as a credit against any mandatory redemption obligation. Each Term Bond of the applicable maturity so delivered or previously purchased or redeemed shall be credited at one hundred percent (100%) of the principal amount thereof, on the obligation of the County on the respective mandatory redemption obligation in chronological order, and the principal amount of the Term Bonds of the applicable maturity to be redeemed shall be reduced accordingly.]

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

This Bond and the series of which it is one is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate, redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

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

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

IN WITNESS WHEREOF, OCONEE COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile or manual signature of the Chairman of the County Council, facsimile or

manual signature of the Clerk to the County Council and the seal of the County impressed, imprinted or reproduced hereon.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chairman, County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

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

\_\_\_\_\_  
as Registrar

By: \_\_\_\_\_  
Authorized Officer

Date of Authentication: \_\_\_\_\_

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

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the  
entireties

\_\_\_\_\_  
(Cust.) Custodian (Minor)

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

under Uniform Gifts to Minors

\_\_\_\_\_  
(State)

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

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

(Name and address of Transferee)

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

Dated:

\_\_\_\_\_  
Signature Guaranteed:

\_\_\_\_\_  
(Authorizing Officer)

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

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

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

[FORM OF CERTIFICATE]

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

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Clerk, County Council

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

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

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

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

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

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

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

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

**NOTICE OF SALE**

**\$\_\_\_\_\_ GENERAL OBLIGATION BONDS, [TAXABLE] SERIES 20[ ]  
OF OCONEE COUNTY  
STATE OF SOUTH CAROLINA**

**Time and Place of Sale:** NOTICE IS HEREBY GIVEN that bids for the purchase of \$\_\_\_\_\_ \* General Obligation Bonds, [Taxable] Series 20[ ] (the "Bonds"), of Oconee County, South Carolina (the "County"), will be received by the County Administrator, T. Scott Moulder, on behalf of the County in the Council's offices, 415 S. Pine Street, Walhalla, South Carolina, 29691 until [12:00 Noon], South Carolina time, on \_\_\_\_\_, 2016, 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, [Taxable] Series 20[ ], 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 T. 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@mcmanis.net](mailto:mburns@mcmanis.net), and a copy to Brian Nurick, Financial Advisor, at [brian.nurick@compassmuni.com](mailto:brian.nurick@compassmuni.com) with a copy to [proposals@compassmuni.com](mailto:proposals@compassmuni.com).

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

**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.**

\*Preliminary, subject to adjustment as described below.

**The Bonds:** The Bonds will be dated their delivery date; and will mature serially in successive annual installments on April 1 in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>

\*Preliminary, subject to adjustment.

The Bonds will bear interest from the date thereof payable on \_\_\_\_\_ and semiannually thereafter on April 1 and October 1 of each year until maturity or prior redemption. Interest will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

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

**Adjustment of Maturity Schedule:** If, after final computation of the proposals, the County determines in its sole discretion that the funds necessary to accomplish the purposes for which the Bonds are being issued are either more or less than the proceeds of the sale of the amount of the Bonds as shown in this Notice of Sale, it reserves the right either to decrease or increase the aggregate principal amount of the Bonds and the principal amount of Bonds maturing in each year (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed [ ]% of the par amount of the Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Bonds. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition

precedent to the award of the Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the Bonds will be reoffered to the public.

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

Redemption Provisions: The Bonds maturing on or prior to April 1, 20\_\_, will not be subject to redemption prior to their stated maturities. The Bonds maturing on or after April 1, 20\_\_, will be subject to redemption prior to maturity at the option of the County on or after April 1, 20\_\_, as a whole or in part at any time in such order of their maturities as the County may determine at a redemption price equal to 100% of the principal amount of such Bonds to be so redeemed, plus interest accrued to the redemption date.

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

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

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

Paying Agent and Registrar: The Oconee County Treasurer or a bank selected by the Chairman of County Council or the County Administrator will act as Paying Agent and Registrar for the Bonds.

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

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

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

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

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

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

**Purpose:** The Bonds are issued for the purposes of (a) [to be provided]; and (b) paying the costs of issuance of the Bonds.

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

**Legal Opinion:** The County shall furnish upon delivery of the Bonds the final approving opinion of the McNair Law Firm, P.A., Greenville, South Carolina, which opinion shall be attached to each Bond Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds.

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

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

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

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

Postponement: The County reserves the right to postpone, from time to time, the date established for the receipt of bids. The County will communicate any such change in the sale date through Bond Buyer Wire, Bloomberg Wire, or other electronic information service, not less than 48 hours prior to the time proposals are to be received. If any date fixed for the receipt of bids and the sale of the Bonds is postponed, any alternative sale date will be announced through Bond Buyer Wire, Bloomberg Wire or other electronic information service at least 48 hours prior to such alternative sale date. On any such alternative sale date, any bidder may submit a sealed, facsimile, or electronic bid for the purchase of the Bonds in conformity in all respects with the provisions of this Notice of Sale, except for the date of sale and except for the changes announced through Bond Buyer Wire, Bloomberg Wire, or other electronic information service at the time the sale date and time are announced.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds is available via the internet at [www.compassmuni.com/statements.asp](http://www.compassmuni.com/statements.asp) and will be furnished to any person interested in bidding for the Bonds upon request to Compass Municipal Advisors, LLC. The Preliminary Official Statement should be reviewed by bidders prior to submitting a bid. Persons seeking information should communicate with the County's Financial Advisor, Brian Nurick, Compass Municipal Advisors, LLC, 1310 Pulaski Street, Columbia, SC 29201, telephone: 803.765.1004; e-mail: [brian.nurick@compassmuni.com](mailto:brian.nurick@compassmuni.com).

Deonee County, South Carolina

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

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

**SECTION 20. Filings with Central Repository.** In accordance with Section 11-1-85 of the South Carolina Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual independent audit of the County within thirty days (30) of the County’s receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five (5%) of the County’s revenue or its tax base.

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

(a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the South Carolina Code;

(b) Accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds; and

(c) The balance of the proceeds shall be applied for the purposes set forth in this Ordinance and to defray the costs and expenses of issuing the Bonds.

**SECTION 22. Federal Tax Covenants.** The Chairman of County Council or the County Administrator are authorized to determine whether one or more of the respective series of Bonds shall be issued as obligations the interest on which shall be exempt from federal income taxation. To the extent that such respective series of Bonds are issued as obligations the interest on which shall be exempt from federal income taxation, the County covenants and agrees with the holders of such series of Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on such Bonds to become includable in the gross income of the bondholders of such Bonds for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of such Bonds and that no use of the proceeds of the sale of such Bonds shall be

made which, if such use had been reasonably expected on the date of issue of such Bonds would have caused such Bonds to be "arbitrage bonds", as defined in the Code, and to that end the County hereby shall:

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

The Chairman of County Council or the County Administrator are hereby authorized to adopt written procedures to ensure the County's compliance with federal tax matters relating to such Bonds.

To the extent that a series of the Bonds are designated as "qualified tax-exempt obligations" as defined in Section 265(b)(3) of 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 the year in which such series of the Bonds are issued (other than private activity bonds that are not qualified Section 501(c)(3) bonds).

**SECTION 23. Notice of Public Hearing.** The Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in the form attached hereto as Exhibit B, having been published in *The Journal*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

**SECTION 24. Authority to Obtain Bond Insurance; Execution of Documents.** The County Administrator is hereby authorized to submit applications to municipal bond insurance companies for bond insurance or other credit enhancements relating to the Bonds. The Chairman of County Council or the County Administrator are hereby authorized to accept on behalf of the County the proposal deemed most advantageous to the County.

**SECTION 25. Miscellaneous.** The County Council authorizes the Chairman of County Council, the County Administrator, the Finance Director of the County, and the Clerk to County Council to execute such documents and instruments as may be necessary to effect the issuance of the Bonds or make modifications in any documents including but not limited to the form of the Bond or Notice of Sale. The County Council hereby further authorizes the County Administrator to retain McNair Law Firm, P.A. as bond counsel and Compass Municipal Advisors, LLC, as financial advisor to the County in connection with the issuance of the Bonds. The County Council hereby authorizes the Chairman of County Council or the County Administrator to negotiate the terms of, and execute in the name and on behalf of the County, investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the Bonds, to prepare and solicit bids for providers of such agreements and to execute, in the name and on behalf of the County, written confirmations of any such agreements and other documents as may be necessary in connection therewith.

**SECTION 26. Repeal of Conflicting Ordinances.** All rules, regulations, ordinances, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the

Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

SECTION 27. Effective Date. This Ordinance shall become effective and enforced from and after the date of its enactment.

[Signature page to follow]

Enacted by the County Council of Oconee County, South Carolina, this 20<sup>th</sup> day of September, 2016.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

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Chairman, County Council  
Oconee County, South Carolina

ATTEST:

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Administrator, Oconee County, South Carolina

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Clerk to County Council,  
Oconee County, South Carolina

Date of First Reading: July 19, 2016  
Date of Second Reading: August 16, 2016  
Date of Public Hearing: September 6, 2016  
Date of Third Reading: September 6, 2016 [tabled]  
September 20, 2016

[Signature page]

## EXHIBIT A

### FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Oconee County, South Carolina (the "County") in connection with the issuance of \$\_\_\_\_\_ original principal amount General Obligation Bonds, [Taxable] Series 20[ ] of Oconee County, South Carolina (the "Bonds"). The Bonds are being issued pursuant to Ordinance No. 2016-22 enacted by the County Council of the County on September 6, 2016 (the "Ordinance"). The County covenants and agrees as follows:

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

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

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

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

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

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

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

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

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

"**Series 20[ ] Bonds**" shall mean the \$\_\_\_\_\_ original principal amount General Obligation Bonds, [Taxable] Series 20[ ], Oconee County, South Carolina, dated \_\_\_\_\_, 2016.

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

**SECTION 3. Provision of Annual Reports.**

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 20\_\_, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date,

unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

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

(c) The Dissemination Agent shall:

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

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

#### SECTION 4. Content of Annual Reports.

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

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

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

#### SECTION 5. Reporting of Significant Events.

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

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(7) Modifications to rights of security holders;

(8) Bond calls;

(9) Tender offers;

(10) Defeasances;

(11) Release, substitution, or sale of property securing repayment of the securities;

(12) Rating changes;

(13) Bankruptcy, insolvency, receivership or similar event of the County;

(14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(15) Appointment of a successor or additional trustee or the change of name of a trustee.

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

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

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

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

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

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

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

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

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

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

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

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
County Administrator

Dated: \_\_\_\_\_, 20 \_\_\_\_

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Oconee County, South Carolina

Name of Bond Issue: \$\_\_\_\_\_ General Obligation Bonds, [Taxable] Series 20[\_\_\_],  
Oconee County, South Carolina

Date of Issuance: \_\_\_\_\_, 20\_\_

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

Dated: \_\_\_\_\_

OCONEE COUNTY, SOUTH CAROLINA

Exhibit B

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Oconee County, South Carolina (the "County"), during the 6:00 p.m. meeting of Oconee County Council on September 6, 2016, at the Council Chamber of Oconee County Council, 415 South Pine Street, Walhalla, South Carolina.

The purpose of the public hearing is to consider Ordinance 2016-22 authorizing the issuance and sale of general obligation bonds (the "Bonds") of the County in the aggregate principal amount of not exceeding \$16,000,000, the proceeds of which shall be applied to: (i) defray the costs of any one or more of the following projects: (A) design, construction, land acquisition, land preparation and equipping a new Westminster magistrate building; (B) land preparation (including grading), infrastructure costs (including roads, curbs, drainage and stormwater facilities, intersection improvements, and internal utilities) and civil design and site work relating to the foregoing, in connection with the Oconee County Workforce Development Center (to be undertaken in partnership among the County, Tri-County Technical College, and the School District of Oconee County, South Carolina) and the Oconee Industry and Technology Park; (C) design and construction of academic facilities to be located at the Pendleton Campus of Tri-County Technical College; (D) acquisition of land located on U.S. Highway 123 for use in conducting agriculturally-related activities; (E) design and construction of fourteen (14) T-Hangars at the Oconee County Regional Airport; and (F) building repairs and upgrades in connection with the County's library system; and (ii) pay the costs of issuance of the Bonds.

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

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

OCONEE COUNTY, SOUTH CAROLINA

# Administrator Memo

SUBMITTED BY: SCOTT MOULDER - SEPTEMBER 15, 2016

## BOND AND MILLAGE PROPOSAL

I have attached two (2) new documents which outline another approach Council may want to consider for the bond ordinance. It also takes into account what could be done with millage (no tax increase!!!) for FY 2018. I will attempt to provide a thorough explanation below so that you can follow my train of thought. I have worked on this all week and it's the best alternative I can come up with given Council's thoughts and concerns as they exist now.

### General Obligation Bond Proposal Sheet

I need you to review the General Obligation Bond Proposal document first. This document should seem familiar to you as you have seen multiple copies over the last 5 months. If you look at the top box, you can see I have reduced the project list on the left side. I have removed the T-Hangers, Westminster Magistrate Office, Library Improvements, Agricultural Center fund Balance Reimbursement, and TCTC Pendleton Campus. I removed the TCTC Pendleton Campus because I am proposing we allow TCTC to carry the bond and we issue annual payments to them to satisfy their annual amortization schedule. (I will address how in the explanation of the other sheet).

Which means the only current bond ordinance would be amended to include only the TCTC Geossee Campus funds which is proposed at \$6,000,000. As you can see under the column Calendar Year 2016, I have listed only \$6,000,000 with no subsequent year bonding.

The bottom box illustrates the Annual Payments required as a result of prior year bonds, and the proposed ordinance up for consideration if you amend as indicated. I would like to point out that under the Fiscal Year 2017 column, you will find a \$600,000 payment from the General Fund. Council transferred 2.8 mills of debt millage this year (or at least the amendment ordinance is up for 2<sup>nd</sup> reading Tuesday night). We were reserving that revenue for future bond payments in the event Council followed through with the Ordinance as originally written. I would propose we make the first payment out of those funds, and this will be more evident once we review the next spreadsheet.

The important thing to conclude from this document is the proposal to only bond \$6,000,000 for the TCTC Geossee Campus. As you can see in the bottom row, we could maintain a debt millage of 3.5 mills. This decision would free up 2.5 mills to be transferred elsewhere. Now let's get to spreadsheet number 2.

### FY 2018 Millage Allocation Proposal

This form is different, so I will explain the layout first. There are three sections and I will guide you through the explanation by section. The columns represent only the millage funds which are pertinent due to the impact this proposal has on those funds.

Section 1 indicates the original millage and revenue for Fiscal Year 2017 as originally approved by Council. As indicated the General Fund was approved at 57.6 mills, Economic Development Fund at 2.2 mills, TCTC Fund at 2.1 mills, and Debt Service Fund at 6.0 mills. Obviously after Ms. Hubbard's presentation, Council

**Administrator Memo**

adjusted the millage allocations by transferring 2.8 mills from Debt Service to the General Fund to be reserved for future bond payments. We now look at Section 2.

Section 2 represents how millage and revenue would be allocated based on Council's decision to reallocate millage, and the budget amendment ordinance on the Agenda for Tuesday night reflects this decision. I would direct you first look at the Millage Row in Section 2. As indicated your Debt Service Millage was reduced, and the General Fund millage was increased by 2.8 mills. The Revenue rows have been updated to reflect the new dollars generated based on the millage change. Below the Revenue row, I have shown the increase/decrease in revenue as a result of the new millage, and as indicated in Ms. Hubbard's presentation this is a total of \$1,456,000 increase in the General Fund and decrease in Debt Service Fund.

As we work down the General Fund Column in Section 2, you will find three (3) expenses listed: Oconee Campus Bond, Ag Center Reimbursement, and Pendleton Campus Payment.

Oconee Campus Bond - \$600,000. If you remember on the Bond Proposal explanation above, I pointed you to a payment of \$600,000 for the Oconee Campus Bond. We will more than likely be required to make a payment prior to tax collections in FY 2018, therefore I propose we make that payment from the millage which was transferred to the General Fund and reserved for Bond Payments. This will allow us to maintain a 3.2 millage for FY 2017.

Ag Center Reimbursement - \$700,000. I would propose instead of bonding this reimbursement over 3 years, we use the current collections for FY 2017 to replace the fund balance used to make the purchase.

Pendleton Campus Bond - \$90,407. According to TCTC's amortization schedule, we will have an interest-only payment due prior to FY 2018 millage collections. Therefore I propose we use a portion of the reserved \$1,456,000 to make that payment.

I believe using the reserved 2.8 debt millage which was transferred to the General Fund is more than appropriate since these three (3) items were originally proposed to be funded out of the debt millage. After all three (3) payments, we would still see \$65,593 roll to the General Fund Unassigned Fund Balance.

Now how does all of this affect FY 2018.

Section 3 tries to provide an explanation of what Council could consider for FY 2018. As we have discussed the General Fund needs some serious attention due to our current budget decisions. We used \$1.5 million worth of fund balance funds to balance the budget, while adding significant increases to salary and operational expenditures. I have tried to resolve as many issues as possible with the proposal in Section 3. It's easier if we work right to left with this explanation.

As indicated on the attached Bond Proposal sheet, I have left the Debt Service Fund millage at 3.5 mills, which is enough to cover the total annual bond payments. I am suggesting we make annual payments to TCTC out of the TCTC Fund, rather than bonding the project ourselves. This will free up debt millage. I have added .9 mills to the TCTC Fund proposing the new amount at 3.0 mills. We would in turn make the roughly \$468,000 to TCTC from this fund instead of paying our own bond out of the Debt Fund.

Working to the next column on the left, you can see I have adjusted the millage for the Economic Development Fund. Now that we have resolved our dispute with OJRSA, we are no longer required to pay \$610,000 annually under the agreement. Council could potentially reallocate that portion of the millage to the General Fund to ease pressures. Now as a disclaimer, this practice would reduce available funding for sewer or other

projects normally paid for in the Economic Development Fund. No one said governance decisions were easy, so hang in there with me. The result is a reduction to 1.1 mills for a decrease of approximately \$572,000.

Finally under the General Fund Column, you can see an adjustment to 60.3 mills providing an additional \$1,404,000 worth of revenue. I should point out this is not a net positive gain. If you recall the original FY 2017 budget included using \$540,000 of fund balance from the Economic Development Fund, and \$700,000 worth of fund balance from the Ag Center Purchase. But, this practice would allow the General Fund to maintain those revenues as millage instead of fund balance as used in FY 2017. It would allow annual collections of these revenues instead of one time. We won't know if this will resolve our shortfalls in the General Fund, but coupled with other decisions to be made later this year during the budget discussions, it could help.

I know this is a lengthy read, but I felt it necessary to explain the information. I wanted you to have this information to review over the weekend, before we potentially discuss next Tuesday. As always, if you have any questions, please don't hesitate to contact me.

## FISCAL YEAR 2017 GENERAL OBLIGATION BOND PROPOSAL

BOND SCHEDULE		Calendar Year 2015	Calendar Year 2016	Calendar Year 2017	Calendar Year 2018	Calendar Year 2019	Calendar Year 2020
2015 Series Bond	1 Year	\$ 900,000					
2015 A Series Bond	12 Years		\$ 6,000,000				
<b>TOTAL BOND REVENUE</b>		\$ 900,000	\$ 6,000,000	\$ -	\$ -	\$ -	
Bountyland Substation	\$ 500,000	\$ 500,000					
South Cove Improvements	\$ 250,000	\$ 250,000					
Tri-County Tech Oconee Campus	\$ 6,000,000		\$ 6,000,000				
Library System Upgrades	\$ 150,000	\$ 150,000					
Recycling Plan	\$ 8,000,000						
<b>TOTAL EXPENSE</b>		\$ 14,900,000	\$ 900,000	\$ 6,000,000	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

ANNUAL PAYMENT SCHEDULE	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020
Prior Bond Issuance Payments	\$ 2,194,114	\$ 3,624,186	\$ 1,771,754	\$ 1,177,426	\$ 1,184,352	\$ 1,185,378
2016 Series A Bond			\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000
<b>TOTAL ANNUAL PAYMENT</b>	\$ 2,194,114	\$ 3,624,186	\$ 2,371,754	\$ 1,777,426	\$ 2,784,352	\$ 1,785,378
Millage Revenue	\$ 3,048,000	\$ 3,120,000	\$ 1,820,000	\$ 1,820,000	\$ 1,820,000	\$ 1,820,000
General Fund Payments			\$ 600,000			
Bond Reserve Usage		\$ 504,186				
<b>TOTAL ANNUAL DEBT MILLAGE REVENUE</b>	\$ 3,048,000	\$ 3,624,186	\$ 2,420,000	\$ 1,820,000	\$ 1,820,000	\$ 1,820,000
Added to Debt Fund Reserve	\$ 853,886	\$ -	\$ 48,246	\$ 42,574	\$ 35,648	\$ 34,622
<b>Debt Millage Needed</b>			3.5	3.5	3.5	3.5

## FY 2018 MILLAGE ALLOCATION PROPOSAL

	General Fund	Econ. Dev. Fund	TCTC Fund	Debt Service Fund
<b>Section 1</b>				
<i>FY 2017 Original</i>				
Millage Revenue	57.8 \$ 29,952,000	2.2 \$ 1,144,000	2.1 \$ 1,092,000	6.0 \$ 3,120,000
<b>Section 2</b>				
<i>FY 2017 Amended</i>				
Millage Revenue	60.4 \$ 31,468,800	2.2 \$ 1,144,000	2.1 \$ 1,092,000	3.2 \$ 1,664,000
Increase/(Decrease)	\$ 1,456,000	\$ -	\$ -	\$ (1,456,000)
Oconee Campus Bond	\$ (600,000)			
Aq Center Reimbursement	\$ (700,000)			
Pendleton Campus Payment	\$ (90,400)			
Remaining to Fund Balance	\$ 65,593			
<b>Section 3</b>				
<i>FY 2018 Proposed</i>				
Millage Revenue	60.3 \$ 31,356,000	1.1 \$ 572,000	3.0 \$ 1,560,000	3.5 \$ 1,820,000
Additional Revenue	\$ 1,404,030	\$ (572,000)	\$ 468,000	\$ (1,300,000)
Previous Bond Payment				\$ 1,177,426
Oconee Campus Bond				\$ 600,000
Pendleton Campus Payment			\$ 468,000	

\*Removed \$630,000 payment to CJRSA

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2016-24**

AN ORDINANCE TO AMEND ORDINANCE 2016-01 WHICH ESTABLISHED THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, GENERAL CAPITAL PROJECT FUND, AND FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017, IN CERTAIN LIMITED REGARDS; AND OTHER MATTERS RELATED THERETO

WHEREAS, Oconee County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council ("Council"), has previously adopted and enacted the budget of the County for the fiscal year beginning July 1, 2016 and ending June 30, 2017, through the adoption and enactment of Oconee County Ordinance 2016-01; and

WHEREAS, certain events and needs have occurred, necessitating the amendment of Ordinance 2016-01 to reflect certain additional revenues and the expenditure of certain additional funds.

WHEREAS, Section 14 of the Budget Provisos of Ordinance 2016-01 affirmed amendments to the retiree health benefits plan ("Plan") that were attached thereto as "ATTACHMENT C," and which thereby incorporated Plan amendments delineated in Oconee County Resolution 2013-15; and, due to current and projected budgetary constraints, certain Plan modifications are necessary to keep this important retiree benefit fiscally viable.

WHEREAS, Council therefore desires to amend Ordinance 2016-01 to achieve the foregoing.

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

**SECTION I:** Ordinance 2016-01 is hereby amended and modified to:

- 1) Provide for an increase in the amount of \$194,326 in State Funding for Circuit Solicitors Revenue.
- 2) Provide for an increase in the amount of \$194,326 in expenditures for Salary and Fringe in Solicitor's Office for the Caseload Equalization Funding from State.
- 3) Provide for an increase in the amount of \$104,718 in Tax Revenue, due to increase in assessed values. To be used to offset usage of General Fund Balance.
- 4) Move 2.8 Mills from Debt Service Fund to General Fund, to be reserved for payment of future 2017 Bond Payments.
- 5) Reform the provisions of ATTACHMENT C to Ordinance 2016-01 in order to make certain Plan modifications as stated in **Exhibit "A,"** attached hereto and incorporated herein by reference. To the extent there are any inconsistencies between the provisions contained in Exhibit "A" and the provisions of ATTACHMENT C to Ordinance 2016-01, the provisions of **Exhibit "A"** supersede and replace such provisions of ATTACHMENT C to Ordinance 2016-01, which are hereby revoked and repealed.

**SECTION II:** The 2016-2017 Oconee County Budget is hereby amended by adding the following, for the aforesated purposes:

---

<u>General Fund Revenues</u>	
Tax Revenue	\$ 104,718
Decrease of Use of Prior Years Fund Balance	\$ (104,718)
State Funding for Circuit Solicitors Revenue	\$ 194,326
Other Financing Sources (2.8 Mills from Debt Service)	\$ 1,456,000
<u>General Fund Expenditures</u>	
Solicitor's Salary and Fringe	\$ 194,326
Non- Departmental: Future FY2017 Bond Payments	\$ 1,456,000
<u>Debt Service Fund Revenues</u>	
Tax Revenue (Decrease)	\$ (1,456,000)

---

**SECTION III:** In the aggregate, the adopted fiscal year 2016-2017 budget, prior to these amendments stands at:

General Fund	
Revenues:	\$ 44,327,318
Expenses:	\$ 44,327,318

Debit Service Fund	
Revenues:	\$ 3,382,710
Expenses:	\$ 2,095,210

As amended hereby the new budget will be:

General Fund	
Revenues:	\$ 45,977,644
Expenses:	\$ 45,977,644

Debit Service Fund	
Revenues:	\$ 2,095,210
Expenses:	\$ 2,095,210

**SECTION IV:**

- 1) All other sections of Ordinance 2016-01 not modified, directly or by implication, shall remain in full force and effect.
- 2) 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
- 3) All ordinances and resolutions inconsistent herewith are, to the extent of such inconsistency only, hereby revoked, repealed, and rescinded.
- 4) This ordinance shall take effect and be in force immediately upon enactment.

Passed and approved the \_\_\_\_ day of \_\_\_\_\_, 2016.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Paul A. Cain, Esq., Council Chairman  
Oconee County, South Carolina

Attest:

\_\_\_\_\_  
Elizabeth G. Hulse, Clerk to Council

First Reading (Title Only): September 6, 2016  
Second Reading: September 20, 2016  
Public Hearing:  
Third & Final Reading:

**EXHIBIT A**

**MODIFICATIONS TO THE OCONEE COUNTY HEALTH INSURANCE  
PLAN - RETIREE HEALTH INSURANCE PLAN PROVISIONS**

**THESE RETIREE HEALTH INSURANCE PLAN (THE “PLAN”) PROVISIONS ARE SUBJECT TO CHANGE, AND THE COUNTY’S ABILITY TO FUND THIS BENEFIT CAN BE IMPACTED BY FISCAL CHALLENGES AND LEGISLATIVE CHANGES. DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN, AS DESCRIBED HEREIN, MAY BE DEEMED UNSUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH INSURANCE GUIDELINES DESCRIBED HEREIN, OR OTHERWISE, ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY PARTICULAR TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE OR OTHER PERSON ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) IS “AT WILL” AND THAT NO OCONEE COUNTY EMPLOYEE (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) HAS AN EMPLOYMENT AGREEMENT OR CONTRACT, AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING, WITHOUT LIMITATION, THOSE DESCRIBED IN THIS PLAN ARE ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY THE OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.**

1. To the extent there are any inconsistencies between the provisions contained herein and the provisions of “ATTACHMENT C” to Ordinance 2016-01, the provisions herein supersede and replace such provisions, which are hereby revoked and repealed.
2. Oconee County (the “County”) acting by and through the Oconee County Council (“County Council”) currently pays a percentage of the total cost of health benefits for certain retirees of Oconee County and desires to share cost increases of such benefits with current and future retirees who are qualified by twenty (20) or more years of consecutive full-time employment with Oconee County.
3. All current retirees will continue with their current retiree health insurance / plan benefits, with no changes at this time; however, such benefits are subject to change in the future.
4. **Grandfathered Employees:**
  - a. “Grandfathered Employees” are those employees of Oconee County who had at least twenty (20) consecutive years of full-time employment for Oconee County as of December 31, 2013.

- b. Upon retirement, Grandfathered Employees will remain on the Oconee County Health Care Plan, under the same terms and conditions as when they were actively employed, until age 65 or when they become Medicare eligible, whichever occurs first. Spouses of Grandfathered Employees are eligible for the same coverage as Grandfathered Employees, provided the spouse is on the Grandfathered Employee's County Health Care Plan at the time of his or her retirement.
- c. Once a retired Grandfathered Employee reaches age 65, he or she is required to enroll in Medicare parts A & B in order to receive the Subsidy, as defined and described in Section 4.d, below.
- d. The Subsidy:
  - i. The County desires to contribute a monthly subsidy to all Grandfathered Employees upon retirement, when they reach 65 years of age or when they become Medicare eligible, whichever occurs first.
  - ii. Current Oconee County paid health benefit coverage for Grandfathered Employees under the Oconee County Employee Health Care Plan shall cease when the Grandfathered Employee retires (becoming a "Grandfathered Retiree") and reaches age 65 or becomes Medicare eligible, whichever occurs first. Discontinuance of County paid health benefit coverage for spouses of Grandfathered Employees / Retirees will also occur when the spouse reaches age 65 or becomes Medicare eligible, whichever occurs first. Effective January 1, 2016 the County began contributing a monthly subsidy of \$158 per Grandfathered Retiree, or \$316 per month if married and the spouse is covered. This subsidy is solely for the purpose of assisting the Grandfathered Retiree and spouse, if applicable, in purchasing a Medicare supplemental insurance plan.
  - iii. Increases to the cost of the Oconee County Employee Health Care Plan will depend upon actual costs; increases to the Subsidy will change annually by the lower of CPI (Consumer Price Index) or 3% per year. The CPI increase will be determined using September over September time frame
  - iv. Grandfathered Employees / Retirees may choose to decline coverage under the Plan at any time, but they will not be allowed to re-enroll in the Plan in the future, (with the exception of 2 prior grandfathered employees with special circumstances).

5. **"Non-grandfathered Employees"** are those employees hired prior to July 1, 2005, who complete 20 years of consecutive employment for Oconee County but who do not qualify as Grandfathered Employees.

- a. Non-grandfathered Employees will remain eligible for Oconee County Employee Health Care Plan benefits upon their retirement, subject to the conditions stated therein, and otherwise provided by law.
- b. Spouses of Non-grandfathered Employees will not be eligible for Oconee County Employee Health Care Plan coverage upon retirement of the Non-grandfathered Employee.
- c. Once a Non-grandfathered Employee retires and attains the age of 65 or becomes Medicare eligible, whichever occurs first, Oconee County Employee Health Care Plan Coverage will cease.

- d. No Subsidy will be provided Non-grandfathered Employees or their spouses.
6. For all groups (Grandfathered and Non-grandfathered), identified in these guidelines, only actual Oconee County employment time is considered for the purpose of determining contributions by Oconee County. No purchased service time of any kind will be considered for any group for purposes of retiree health benefits from Oconee County.
7. Employees hired after June 30, 2005 are ineligible for both retiree health care coverage and the Subsidy

## **Summary:**

### **Grandfathered Employees**

- Must have 20 consecutive years of County employment as of December 31, 2013.
- Retiree and Spouse will remain on the Oconee County Health Care Plan until they reach age 65 or become Medicare eligible, whichever occurs first.
- At age 65 or upon Medicare eligibility, (whichever occurs first) a subsidy in the amount of \$158 for Retiree or \$316 for Retiree/Spouse will be offered in calendar year 2016. Subsidy increases over time by the lesser of 3% per year or the prevailing CPI rate increase each year.

### **Non-Grandfathered Employees**

- Must have 20 consecutive years County employment and hired before July 1, 2005.
- If retired prior to age 65, Retiree will remain on the Oconee County Health Care Plan until the retiree reaches age 65 or becomes Medicare eligible, whichever occurs first.
- No coverage will be provided for spouse upon retirement of the Non-Grandfathered Employee.
- No Subsidy will be provided Non-grandfathered Employees or their spouses.

### **Employees hired on or after July 1, 2005**

- Oconee County provides no retiree health care coverage or Subsidy.

### **Current Retirees**

- Will continue with the current retiree health insurance / Plan benefits being received, with no changes at this time; however, the Plan is subject to change in the future.

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 20, 2016  
COUNCIL MEETING TIME: 6:00 PM

**ITEM TITLE [Brief Statement]:**

**First Reading of Ordinance 2016-25 [in title only]** "AN ORDINANCE TO AMEND CHAPTER 16 OF THE CODE OF ORDINANCES OF OCONEE COUNTY (FLOOD DAMAGE PREVENTION), PERTAINING TO ADOPTING UPDATED FLOOD INSURANCE RATE MAPS AND CHANGES ASSOCIATED WITH MAINTAINING GOOD STANDING IN THE NATIONAL FLOOD INSURANCE PROGRAM; AND OTHER MATTERS RELATED THERETO."

**BACKGROUND DESCRIPTION:**

Ordinance 2016-25 will both adopt a set of new federal Flood Insurance Rate Maps for the Seneca Watershed areas of Oconee County, and amend our Flood Damage Prevention standards to account for changes identified by SC DNR staff during a recent periodic review. It should be noted that the new maps reflect FEMA's change in focus from jurisdictional boundaries to watersheds in flood damage prevention. New maps are anticipated for the Tugaloo Watershed area at a later date.

**SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:**

None

**FINANCIAL IMPACT [Brief Statement]:**

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

Approved by: Finance

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by: Grants

**ATTACHMENTS**

**STAFF RECOMMENDATION [Brief Statement]:**

It is staff's recommendation that Council take first reading, in title only, of Ordinance 2016-17.

Submitted or Prepared By:

  
Department Head/Elected Official

Approved for Submittal to Council:

  
T. Scott Moulder, County Administrator

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

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

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** September 20, 2016  
**COUNCIL MEETING TIME:** 6:00 PM

**ITEM TITLE [Brief Statement]:**

**First Reading [in title only] of Ordinance 2016-26 "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO " [Burns Mill Rd. (Sub 2016-01)]**

**BACKGROUND DESCRIPTION:**

The proposed ordinance, 2016-26 Burns Mill Rd. (Sub. 2016-01) Request stems from a subsequent rezoning request submitted by Mrs. Monica Oliver. The request consists of a portion of parcel 162-00-01-041 totaling approximately 9.9 acres. The parcel is located in the rural area on the Future Land Use Map and is currently zoned in the Traditional Rural District. As submitted, the portion of the parcel, currently in the Traditional Rural District, would be rezoned into the Community Commercial.

**SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:**

None

**FINANCIAL IMPACT [Brief Statement]:**

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

Approved by : Finance

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : Grants

**ATTACHMENTS**

Maps of current zoning, rezoning proposal as submitted, and location on the Future Land Use Map.

**STAFF RECOMMENDATION [Brief Statement]:**

It is staff's recommendation that Council [1] take first reading (in title only) of Ordinance 2016-26, and [2] refer the matter to the Planning Commission for the required review.

**Submitted or Prepared By:**

\_\_\_\_\_  
Department Head/Elected Official

**Approved for Submittal to Council:**

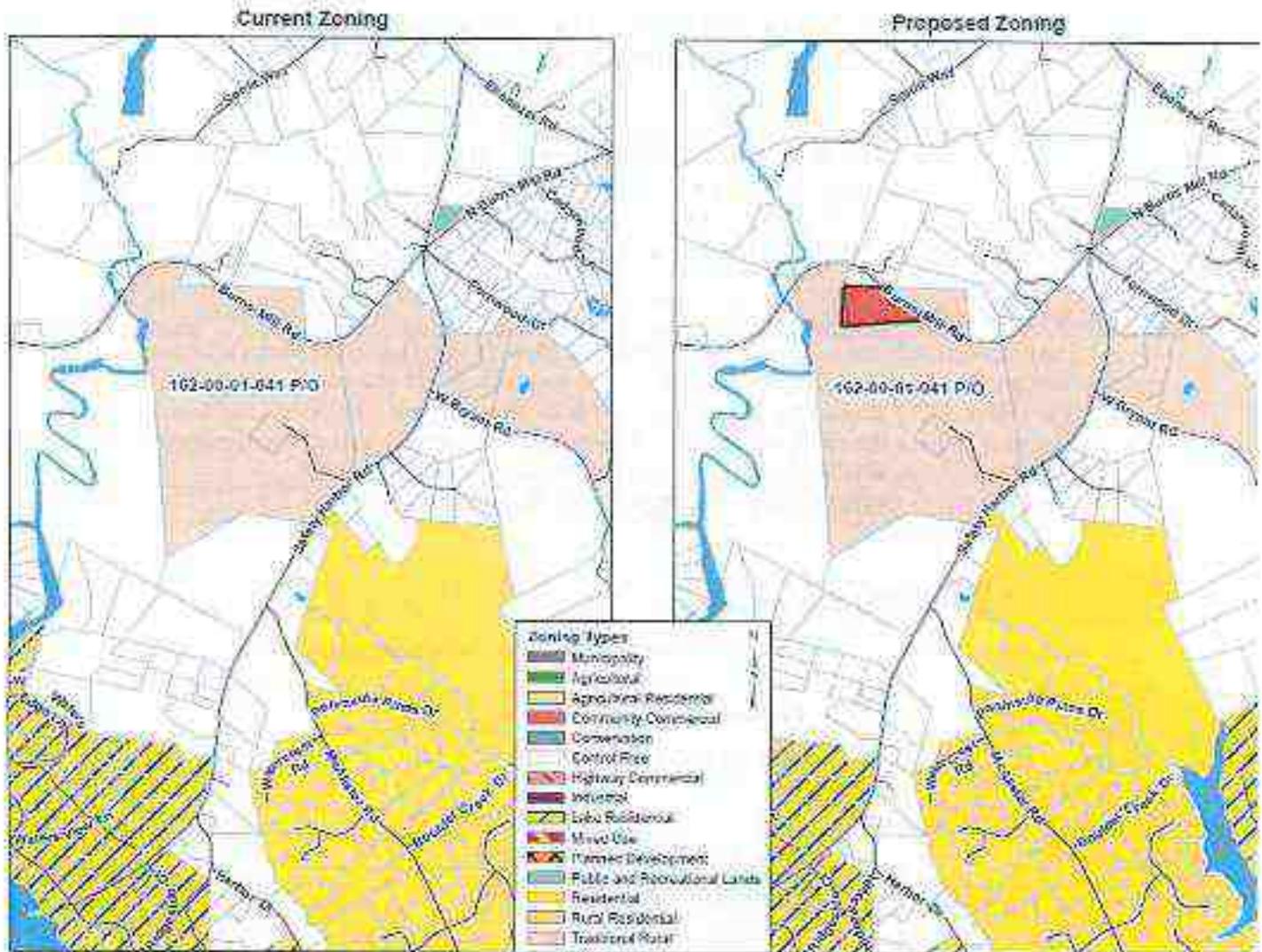


\_\_\_\_\_  
T. Scott Moulder, County Administrator

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

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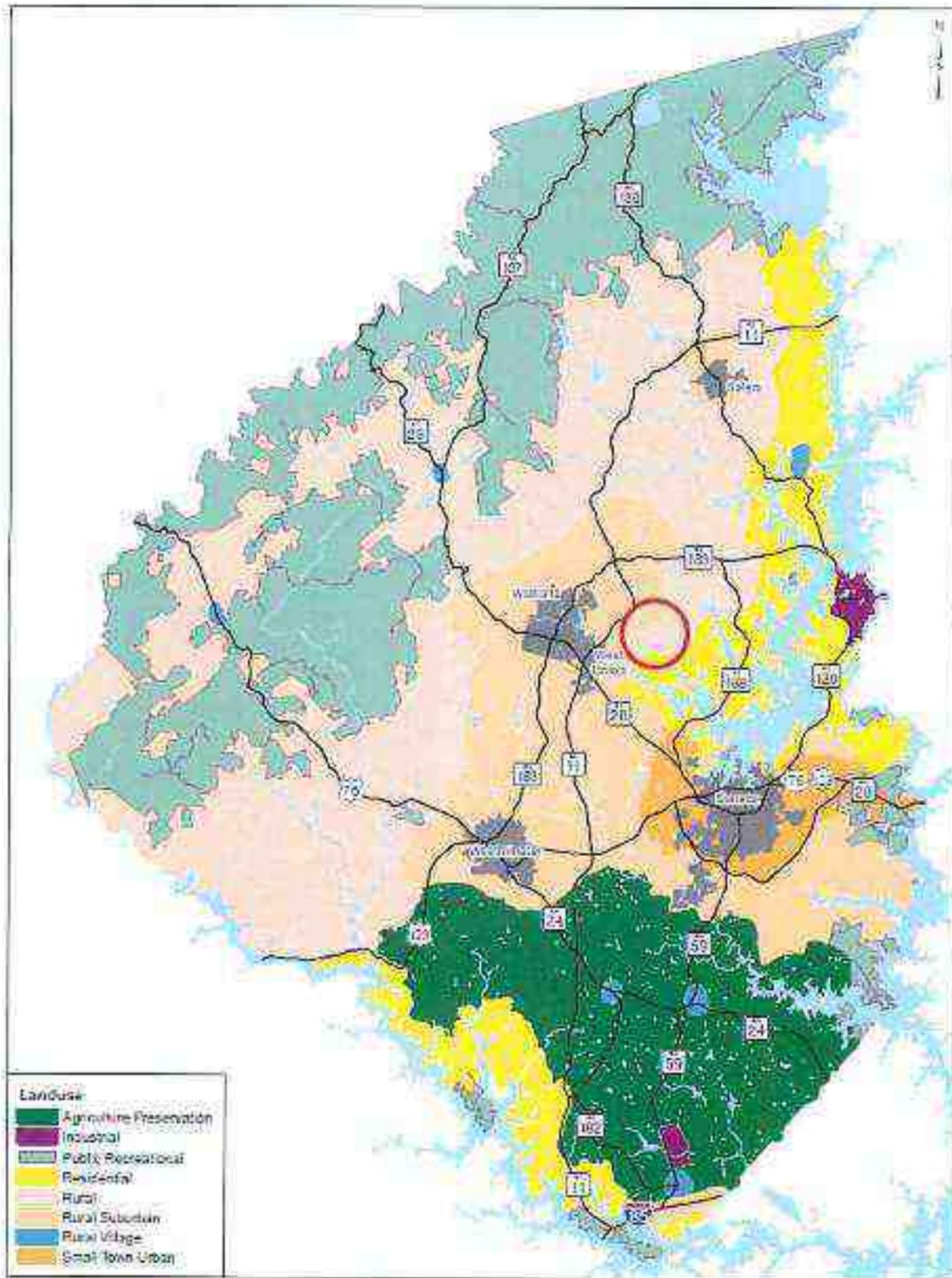
Proposed Ordinance 2016-26 Burns Mill Rd. (Sub. 2016-01) Request



*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.*

Ordinance 2016-26 Burns Mill Rd. (Sub. 2016-01) – Future Land Use Map Location



*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.*

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 20, 2016

## ITEM TITLE:

Title: SMART911 Software System

Department: Communications

Amount: \$65,785.77

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2016-2017 budget process.

Finance Approval:



Budget: \$600,000

Project Cost: \$65,785.77 (Minus Reimbursement of \$52,628.62)

Balance: \$586,842.85

This expenditure will be paid completely through 911 tariff fees collected. Additionally, the SC Budget and Control Board has agreed to reimburse the 911 fund up to 80% of the cost of this upgrade. Accounting for this reimbursement, the total investment from 911 tariff fees will be \$13,157.15.

## BACKGROUND DESCRIPTION:

The SMART911 software system allows citizens to register information regarding special needs, medical conditions, family member info, special hazards, and other medical and non-medical considerations for first responders. This information is presented along with the standard name, address, and telephone number at the time the citizen initiates a telephone call to 911. The system is designed to automatically integrate with our current 911 system, requiring no special intervention from the 911 call taker. This system will enhance the information that is provided to 911 from citizens should they be unable to respond by telephone, ensuring a proper and adequate response is dispatched to aid citizens.

## SPECIAL CONSIDERATIONS OR CONCERNS :

Lyme Computer Systems is the only authorized reseller of the Smart911 software on the GSA Contract, contract # GS-35F-4754G. Additionally, the Smart911 software system is the only fully integrated software of this type which is compatible to the Intrada VIPER 911 controller, currently in use by the 911 Centers.

## ATTACHMENT(S):

1. Lyme Computer Systems Quote
2. GSA Contract Information

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of the Smart911 software system to Lyme Computer Systems of Lyme, NH, in the amount of \$65,785.77, per GSA Contract # GS-35F-4754G.

Submitted or Prepared By:



Robyn Cowright, Procurement Director

Approved for Submittal to Council:



T. Scott Moulder, County Administrator

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

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



Doing "IT" Right Since 1983

# Quote Lyme Computer Systems

PO Box 290, One Lyme Common  
Lyme, NH 03768-0290

[www.lyme.com](http://www.lyme.com)

**CAPTAIN TRAVIS TILSON**  
OCONEE COUNTY SHERIFF'S DEPARTMENT  
415 S. PINE STREET  
WALHALLA, SC 29691

E-mail : [TTILSON@OCONEELAW.COM](mailto:TTILSON@OCONEELAW.COM)  
Phone : 864-7189-1010  
Fax :

Quote # 100827-SF

Date : August 22, 2016

Terms : NET 30

FOB : Destination

Delivery : 10 Days ARO

Acct Mgr : STEVE FRY

Email : [STEVE.FRY@LYME.COM](mailto:STEVE.FRY@LYME.COM)

Phone : 603-676-3637

Fax : 603-676-3625

DUNS# : 144763067

TIN : 02-0380993

CAGE : 1BS14

Business Size : SMALL (100% EMPLOYEE OWNED)

Customer Reference #	Contract Number	Quote Valid Until :
8/22/2016 UPDATE	GS-35F-4754G Exp : June 18, 2017	October 01, 2016

Line #	QTY	PART NUMBER	DESCRIPTION	MFR	UNIT PRICE	EXTENDED PRICE
1	1	R911SP-A-1008	SMARTPREPARE BASIC (POP. 50,000 - 99,999) BASIC SMARTPREPARE ANNUAL LICENSE (POP 50 000 - 99 999 YEAR ONE	RAVE MOBILE SAFETY	\$0 00	\$0.00
2	1	R911SP-S-2000	SMARTPREPARE SETUP ONE TIME SETUP AND CONFIGURATION. REQUIRES SMARTPREPARE BASIC LICENSE	RAVE MOBILE SAFETY	\$0 00	\$0 00
3	10	R911X-A-1002 **GSA**	SMART911 ANNUAL LICENSE (1 TO 50 POSITIONS; INCLUDES 3 COMPONENTS EADS HOSTED SERVICE CPE SERVER, CLIENT APPLICATION / PER CALL TAKER POSITION/PER YEAR YEAR ONE	RAVE MOBILE SAFETY	\$5 430 43	\$54 304 30
4	1	R911X-S-2000 **GSA**	SMART911 SETUP AND CONFIGURATION PER PSAP SETUP AND CONFIGURATION OF SMART911 AND SMART911 SMS (IF PURCHASED. REQUIRES LICENSE FOR SMART911. PRICE IS PER PSAP YEAR ONE	RAVE MOBILE SAFETY	\$7 757 75	\$7.757 75





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### SMART911 ON-SITE TRAINING SMART911 ON-SI



**Mfr Part No.:** R911X-S-2001  
**Manufacturer:** RAVE MOBILE SAFETY  
**Contract No.:** GS-35F-4754G (ends: Jun 18, 2017)  
**MAS Schedule/SIN:** 70/132-50  
**Made In:** UNITED STATES OF AMERICA  
**Weight:** 1.000 LB

• Desc  
 Smart911 On-site  
 Training Smart911 On-  
 site Training - 4 hours.  
 Must purchase  
 Smart911 Basic.

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sold and shipped by  
**LYME COMPUTER  
 SYSTEMS, INC.**

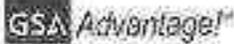
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**Contractor Information**



**Contract#:** GS-35F-4754G  
**Contractor:** LYME COMPUTER SYSTEMS, INC.  
**Address:** 18 ON THE COMMON, LYME, NH, 03758-0200  
**E-Mail:** rickh@lyme.com  
**Web:** N/A  
**Address:** <http://www.lyme.com>  
**Contract end date:** Jun 18, 2017  
**Order Status:** rickh@lyme.com  
**POC:**  
**DUNS:** 144763067

**Business type:** Small Business  
 Woman owned business  
**EPLS:** Contractor not found on the Excluded Parties List System



View this contractor's profile to learn more about products & services offered, pricing, terms & conditions, etc.

**Ordering Information:** Contact the office nearest you if more than one location is shown.

Name/Order POC Email	Address	City, State	Zip Code	Phone Number	Fax Number
LYME COMPUTER SYSTEMS, INC. <a href="mailto:rickh@lyme.com">rickh@lyme.com</a>	18 ON THE COMMON	LYME, NH	03758-0200	603-876-3845	603-795-4800
LYME COMPUTER SYSTEMS, INC. <a href="mailto:rickh@lyme.com">rickh@lyme.com</a>	18 ON THE COMMON	LYME, NH	03758-0200	603-876-3845	603-795-4800



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**Shopping Cart**



**Cart Summary**

Total: \$62,062.05

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Notes [LYME COMPUTER SYSTEMS, INC. \(GS-35F-4754G\)](#)

**Shopping Cart Notes**

<input type="checkbox"/> Smart911	<u>SMART911 ANNUAL LICENSE (1 TO 50 POSITIO R911X-A-1002</u>	<u>Direct Delivery</u> 10 days delivered ARO	Qty <input type="text" value="10"/>	\$5,430.43 <u>EA</u> [reduce price]	\$54,304.30
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Mfr: RAVE  
MOBILE SAFETY

- Removing Items
- Changing the Unit Price
- Payment Methods
- Shipping
- Saving your Shopping Cart

<input type="checkbox"/> Smart911	<u>SMART911 SETUP AND CONFIGURATION PER PSA R911X-S-2000</u>	<u>Direct Delivery</u> 10 days delivered ARO	Qty <input type="text" value="1"/>	\$7,757.75 <u>EA</u> [reduce price]	\$7,757.75
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Mfr: RAVE  
MOBILE SAFETY

**Sub Total: \$62,062.05**

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 20, 2016

## ITEM TITLE:

Title: **Quarry Rock Testing & Asphalt Mix Design**

Department: **Quarry**

Amount: **\$64,250.00**

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2016-2017 budget process:

Budget: \$71,000

Project Cost: \$64,250

Balance: \$6,750

Finance Approval:

*Ladale Price*

## BACKGROUND DESCRIPTION:

Staff from the Oconee County Quarry and the Administrator's office have met with Tri County Technical College's Research Foundation personnel to discuss a testing program that would determine if rock products from the Quarry can be certified for use in asphalt mixes used for road paving projects. If this certification can be obtained, this would allow more County produced rock to be used for all paving projects by the Roads Department and outside contractors. By using the best possible asphalt mix, we are able to optimize pavement life which is also a cost savings. The proposal from TCTC is to conduct a comprehensive analysis on asphalt and mixtures containing various gradations of the aggregates obtained from the Quarry. The proposed amount of \$64,250 includes the cost of all materials, travel, lab fees, overhead, salaries and any other related cost for this testing. The mixes will be presented to the CTC committee for certification on C-Fund projects as well.

## SPECIAL CONSIDERATIONS OR CONCERNS:

Tri County Technical College has the only asphalt testing laboratory facility within reasonable proximity to the County Quarry and the certified staff capable of performing these tests. Clemson University does have a laboratory but does not have all the equipment required to perform this testing. Therefore, this meets the requirements of a Sole Source purchase.

## ATTACHMENT(S):

1. Proposal from Tri County Technical College Research Foundation.
2. Letter from Quarry Manager
3. Determination of Sole Source Memo from Procurement

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the payment of \$64,250.00 to Tri County Technical College Research Foundation for the described Rock Testing and Asphalt Mix Design proposal.

Submitted or Prepared By:

*Robyn Courtright*  
Robyn Courtright, Procurement Director

Approved for Submittal to Council:

T. Scott Moulder, County Administrator

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

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

**Engineering Properties of Asphalt Mixtures Made from  
Aggregates from Oconee County Quarry**

**Proposal Provided to:  
Oconee County Quarry  
Mr. Rick Martin – Quarry Manager**

Submitted by:

Dr. David Herndon

Herndon Asphalt Engineering and Consulting, LLC

Through:

Tri County Technical College Research Foundation

September 7, 2016

## INTRODUCTION

After several phone discussions, email correspondences, and a meeting at Tri County Technical College (TCTC), it was decided to develop a proposal to conduct a testing program on asphalt and mixtures containing various gradations of the aggregates obtained from the Oconee Quarry. Asphalt mixtures which are a combination of aggregates and asphalt cement will be tested for various properties. For this research project, only one asphalt source will be used in the mixtures. This asphalt binder is typically used in this part of the state. The moisture susceptibility (stripping) of these mixtures and the rutting resistance will be determined. For this research program, several mix designs will be conducted to obtain the optimum asphalt contents. The experimental design for this work is shown in Figure 1.

## SCOPE

The scope of this research program is to determine the effects of aggregates obtained from Oconee County quarry on the moisture susceptibility and rutting properties of the asphalt mixtures. In addition, the dynamic modulus of the mixtures will be determined using the AMPT testing procedures.

## TESTING PROCEDURES

Several gyratory mix designs will be conducted before any testing is initiated. The optimum asphalt content (OBC) of the mixtures will be obtained and used to make samples to test the moisture susceptibility, rutting (Asphalt pavement Analyzer: APA), and AMPT of the mixes. SC DOT's testing procedures for the moisture susceptibility testing follows SC-T-70. In this procedure (TSR), four samples are made for each mixture type. Two samples are stored at 25 C (77 F) for 24 hours and the other two are saturated and then placed in a water bath (60 C) for 24 hours, followed by 2 hours of 25 C water bath. Then the indirect tensile strength (ITS) of all samples is determined. Then TSR (tensile strength ratio) values are calculated (the ratio of wet ITS to dry ITS). The higher TSR value is an indication of better resistance of mixtures to stripping. All other testing will follow ASTM, AASHTO, or SC DOT standards.

The proposal includes conducting a comprehensive analysis of the aggregate and the mixtures. It is proposed to use eight different mix designs of the aggregate to obtain all engineering properties of the asphalt mixtures. All mixtures will contain liquid antistip additives (LASA). The selected LASA will be the typical additive used in the upstate. These mix designs will include the following:

- 1) **Mix 1:** SC DOT Surface C: TSR and APA testing will be conducted after obtaining the OBC
- 2) **Mix 2:** SC DOT Surface D: TSR and APA testing will be conducted after obtaining the OBC

- 3) **Mix 3:** Gradation between a Surface C&D: TSR and APA testing will be conducted after obtaining the OBC
- 4) **Mix 4:** After these surface mix designs have been completed, the best mix will be used to make samples containing no RAP and up to 30% RAP and the following testing will be initiated: TSR, APA and AMPT
- 5) **Mix 5:** SC DOT Intermediate B: TSR and APA testing will be conducted after obtaining the OBC
- 6) **Mix 6:** SC DOT Intermediate C: TSR and APA testing will be conducted after obtaining the OBC
- 7) **Mix 7:** Gradation between Intermediate B&C: TSR and APA testing will be conducted after obtaining the OBC
- 8) **Mix 8:** After these intermediate mix designs have been completed, the best mix will be used to make samples containing no RAP and up to 50% RAP and the following testing will be initiated: TSR, APA and AMPT

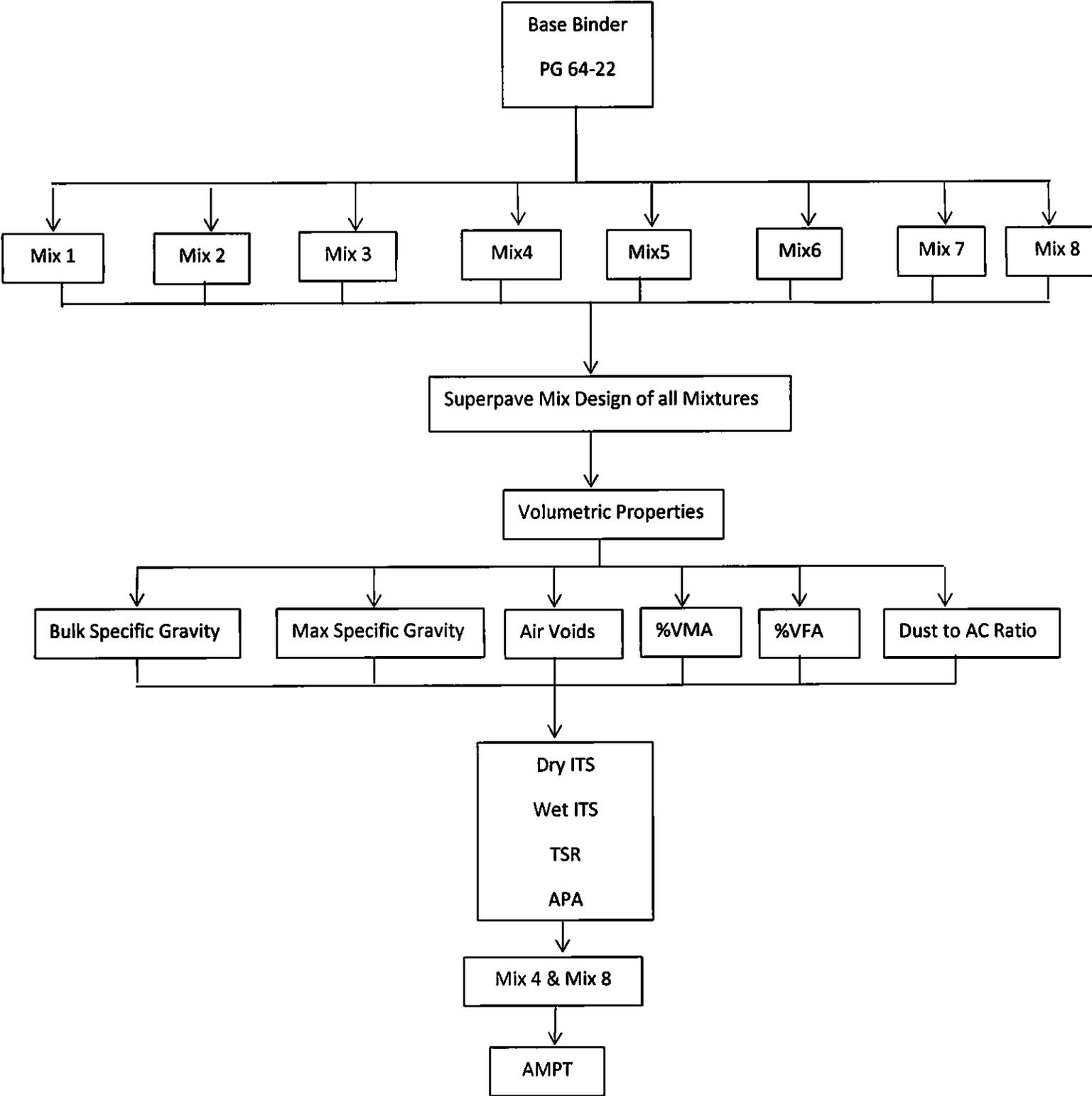
### **Project Duration**

It is estimated that the research project will take 5 months to complete after receiving all the materials (e.g., aggregate). This will make the results ready for the next paving season.

### **Project Budget**

It is estimated the total budget for the testing program outlined above will be \$64,250 (Sixty four thousand two hundred and fifty USD). This will cover the cost of materials, travel, lab fees, overhead, all salaries, and any other related cost associated with the project as described in this proposal.

Figure 1. Experimental Design for the Asphalt Mixtures





Oconee  
County  
Quarry

D. Richard Martin  
Quarry Manager

Oconee County Rock Quarry  
584 Rock Crusher Road  
Walhalla, SC 29691

Phone: 864-639-4214  
Fax: 864-639-4215

Email:  
quarry@oconeeccsc.com

September 9, 2016

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

Re: Testing Program on Asphalt and Mixtures with Quarry Aggregate

Dear Mrs. Courtright:

We have been looking for a way to certify the products that are produced at the Quarry so that they will meet the quality required for asphalt production. We knew that TCTC had an asphalt testing laboratory because our staff has taken aggregate certification courses there. We met with experts that perform the asphalt certification and toured the lab to come up with a partnership that would benefit the County.

We feel that the asphalt testing proposal from TCTC Research Foundation will certify that the aggregate from the Quarry will meet these requirements to allow it to be used in more types of asphalt mixes. This would also improve the quality of the asphalt mix which would optimize pavement life.

I make the recommendation that we proceed with this testing.

Thank you for your kind consideration.

Sincerely,

D. Richard Martin, Quarry Manager  
Oconee County Quarry

DRM/pm





Oconee County  
Procurement Office

September 9, 2016

TO: T. Scott Moulder, County Administrator

FROM: Robyn Courtright, Procurement Director



RE: SOLE SOURCE DETERMINATION FOR TCTC ASPHALT TESTING PROPOSAL.

Robyn M. Courtright, CPPO  
Procurement Director

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

Phone: 864.638.4141  
Fax: 864.638.4142

[rcourtright@oconeesc.com](mailto:rcourtright@oconeesc.com)

It is my understanding that the staff from the Quarry have been working with staff from the research and testing laboratory located at Tri County Technical College to determine if products from the Quarry can be certified to be acceptable for use in asphalt mixes for road paving projects.

TCTC has both the laboratory facilities and the expert personnel needed to perform this type of testing. Clemson University has a similar laboratory but does not have all the equipment necessary to perform these tests. To my knowledge, there are no other laboratory facilities in close geographic proximity to the Quarry that would be able to offer these services and expertise. Therefore, this proposal for these professional services would be considered a Sole Source.

