



PUBLIC COMMENT

SIGN IN SHEET

Tuesday, September 4, 2012

6:00 PM

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

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

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

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

PRINT Information Below

	FULL NAME	AGENDA ITEM FOR DISCUSSION	NON-AGENDA ITEMS
1	Dranjie Fricks		2009 Presentation
2	Dejka Caper	Zentons	zoning - Biggerstaff
3	Rosemary Baileis	Millage - SDOc	
4	Larry Biggins		Library
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Everyone speaking before Council will be required to do so in a civil manner.

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

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

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

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

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



**FOB ADRASKAN, AFGHANISTAN
NATIONAL TRAINING CENTER
OPERATION ENDURING FREEDOM 2012
FLAG FLOWN - JULY 20TH, 2012**



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PRINT Information Below

	FULL NAME	AGENDA ITEM FOR DISCUSSION	NON-AGENDA ITEMS
1	Donnie Hicks		King Presentation
2	Debra Carr	Zoning	Zoning - Biggerstaff
3	Rosemary Bailes	Millage - SDOE	
4	Larry Biggers		Library
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We have before us a request for a new library. This forces us to consider the facts so an intelligent decision can be made.

What is a library? Public libraries were created in the late 1800 to give the average person access to written resources they did not have and could not afford. So, for over 100 years we have stacked books on shelves and you could check one out if someone else did not have it checked out.

Like other things of that era, technology has brought about needed changes. We no longer need elevator operators, mechanical type-writers that gave way to electric typewriters and many others examples but, none has changed the world as quickly and completely as the personal computer.

Today computers are changing or eliminating jobs across the board. For instance the Air Force has stated it built, the F-35 will be the last manned fighter jet. From now on unmanned fighters will protect America in aerial dog-fights.

And, now technology is moving so rapidly the death of the personal computer is predicted. Small all-in-one devices will do everything for you. Cell phone, tv, internet access for everything from stock trading, to downloading books, to reading newspapers, to monitoring your house security cameras while on the go are just a few of the many uses hand-held devices already have today. And that capability changes almost daily.

In just a few short years the creation of the internet has connected the entire world. Anyone or any information from any location can now be transmitted to you electronically in seconds no matter where you are in the world including in flight.

So, what is the future of fixed libraries? That depends on who you talk to. Those working in libraries are trying to hang on to their careers and that is understandable. But, public employees work for the county residents that pay them so, their needs, and the risk you put on them, have to be considered as priority number one.

The need for public libraries is diminishing rapidly. It is past time for a major paradigm shift from what worked in the past to what we really need in the future.

So, do we need a new expensive library? If we are really trying to provide the residents resources they need and only that, I say no. Currently we have a library in each school and 4 public libraries for a total of 24 libraries in Oconee County. In each school library we have a librarian and one assistant. You could easily stagger the workday of the school librarians to cover the school day from opening through 7 or 8 PM without spending any additional money. This would save time lost for students to leave school and then get to a public library and travel cost to and from.

With approval the public could be allowed to use these facilities after hours too, since they are built with public funds. This would be good for both students and parents especially getting them more involved in the school their kids attend. Since most of the library use today is its computers, the schools large inventory of computers would better serve the community and at no additional cost. Remember, if you

are already at school no additional travel cost are required. But, driving to and from a public library can cost 1 to 2 gallons of gas and once there, you are only allowed 2 hours of computer use each day.

I have a very important question. Why build an expensive library in Seneca when Clemson's library is open to the public? They have over 198,000 square feet, 1.3 million books, over 200,000 electronic books, and over 48,000 electronic newspapers, magazines and professional journals for free download. You even have free Cat's bus service from Seneca. Unlike Oconee County Library's limited hours, Clemson's library is open from Sunday noon till Friday at midnight and Saturday 10 till 6.

If resource availability is the main point we are concerned with, and it should be the only point, then we already have that through Clemson at no additional cost or through better use of our existing school libraries hours of operation.

Can we afford a new library? No, we are going to finance it. In a time when our nation is approaching the same debt to GDP (gross domestic product) ratio that is failing Europe we are considering obligating taxpayer's homes with a huge long-term financial liability that may far out-live its usefulness.

We are now at 16 trillion in debt which is more than all of Europe's debt combined. Our GAO (government accounting office) has stated when we hit 20 trillion our nation will not take in enough taxes to pay the interest on that debt and that is predicted within 4 years.

Medicare will be broke in 12 years or less. Baby-boomers are retiring at 10,000 each day. To cover Medicare, Medicaid, Social Security and the DOD retirements we need 65 trillion over the next 27 years in addition to our national debt. An important note! the total of all world currencies in circulation is approximately 5 trillion so we have a real problem.

Keep in mind it takes a million dollars each day for over 4000 years to pay back just 1 trillion.

These are all major life changing problems for our economy and family lifestyle. Futurist predict America will not overcome this and will continue to slip from number 1 now to not in the top 20 nations economically by 2047. Today, position number 28 would be equal to minimum wage times 40 hours a week as our national average. That means a lot of people would be making less.

These experts' predictions for America are all in the same time period of bond or loan pay back for a new library.

Summary

Times are changing. Old style politics of buy now and pay back latter is no longer guaranteed.

For many reasons most county residents as a whole will not use the Seneca library and most importantly, global electronic libraries are rapidly replacing the future need for fixed library buildings.

Trying to justify expensive library staffs and building cost as possible future community meeting rooms is a real stretch. Do we need to spend 16 million for a room to hold quilting classes or Amway meetings in anyway?

Today kids are different than they once were. In today's environment community centers often become youth hang-outs. That usually drives away patrons and requires large security staffs as in Charlotte, NC. They just closed a complete shopping mall that had turned into a youth and gang hang out with major security problems including murder. They now plan to use tax money to try and convert it into a business they hope to sell some day.

Major towns are going bankrupt in America now. America's exports are down, major federal programs are failing, and our own state is 9 billion in debt. So, do we want to play financial roulette with our county resident's homes to pay for a resource with a predicted limited future?

Today statistics show over 75% of past library patrons have abandoned them and use their own electronic devices for acquiring written or video resources. Most towns are installing free internet access and businesses are installing free wireless and even free computer use as a way of advertising.

As a County Council, you are spending \$10 million to install broadband access for the stated purpose of giving outlying businesses and citizen's access to the technology. The proposed Seneca Library in is direct conflict with the County's stated purpose of spending millions to provide broadband.

Millions and millions of books can be downloaded for free where ever you are, and there is a current program where every book in print in the world is being put into a digital global library data bank. This alone will soon for-go the need for old out-dated ways of resource distribution, namely fixed libraries.

Today library use has turned into computer use. Oronee has 24 libraries with limited hours that could be expanded thus multiplying availability of computers while eliminating the waste of fuel and time to use them since the county schools are more evenly located in the county.

Free public access to the Clemson University library will never be equaled in available resources or hours of operation nor should we waste valuable tax dollars trying to do so.

If and when our county needs a series of meeting rooms or community centers and we can afford to build them then, do so and staff appropriately. But, please do not take unnecessary financial risk to build and staff a new Titanic.

It is very clear we cannot afford it and we have facilities we can use or better use while bridging the change over period from outdated library distribution to the general public's ability to gather resources electronically where ever they are, day or night, while on the go.

Clearly, our future ability to pay back the loan is at risk.

The library's location and limited hours of operation severely limit accessibility by most, and a free University library is just minutes away, open around the clock with free Cat's bus service.

While the current Seneca library is not a show-place it is fully functional and is much nicer than some I have used in our state.

Saving the tax payers a 16 million dollar or more pay back for an outdated luxury that can be used to secure more pressing county needs like a new jail or more water and sewer capacity is the only decision you should be considering in today's economy and predicted financial future.

Larry Biggers

larrydbiggers@yahoo.com

Study of Oconee County New Library Request

The following will explain why the request for a new library is not justified and not a well thought out plan. This facility will place an unjustified and long term tax burden onto Oconee County residences while forcing them to do without higher priority resources due to county budget constraints. The discussion of this matter may cause discomfort for a few but, it is time to face the facts for the benefit of all.

What is a library?

Libraries are a result of the printing press technology from centuries ago. For years books have been printed and placed in row after row in public libraries mostly due to the cost of personal ownership. They were ranked based on building size and number of books on hand.

Libraries are strapped with limitations.

- They require personal transportation to reach a distant branch
- They have limited hours of operation
- Limited number of books
- Budget constraints
- Individual copies of books are checked out for two weeks unless extended for up to 3 times, forcing patrons to wait in line for weeks until their turn to check out the same book arrives
- High cost of operation due to building construction cost, staff salaries, retirement cost, personnel and building insurance, building maintenance, and utility cost.
- Outdated books. Once written it takes approximately two years to get a book into the public library system. By this time much of the information has changed
- Due to high cost of replacement, Oconee library books average copyright dates are in the late 1980's

Changing times require forward thinking..... No need to rebuild the Titanic.

Information as we have known it, (in books that are stacked on shelves in public places) is becoming less and less important but more and more limiting every day.

Today, libraries are being threatened by information instantly accessible by every computer, handheld iPod, or cell-phone in every home and while on the go in cars, airplanes and restaurants. With the expanding availability of wireless access we now have instant world wide access to most recorded knowledge. Newspapers and magazines are going out of print daily. Example, Newsweek just announced to cease printing like many others.

Information is also changing and becoming more complicated as technology expands our understanding of what information is and our ability to access it.

Today rehabilitation centers are using Sony's WIWI's with great success. These handheld devices ,when coupled with a TV, simulate everything such as driving, skiing, bowling, tennis, golf, or even peeling an onion to name a few. The results outperform old exercises they once did due to the combination of physical exercise and entertainment for the patient.

The informational highway is doing the same thing now in many different ways. When coupling the internet with new developing technologies, many experts in this field are forecasting the doom of libraries as we now know them.

Up until now information has been in text form. Now with new technologies we are dipping into the world of virtual-reality. Soon we will be able to touch, smell, and even taste things through cyber space as we gather information on items such a new quilt, a new recipe, or a new perfume that we may buy on line. You will be able to touch or even smell it first. Books cannot provide this versatility.

Many are suggesting immediate change. One such person is Thomas Frey, Senior Futurist at the DaVinci Institute. He has been a member of the Triple Nine Society (in the top 99.9 percentile of IQ's) for years. He and others feel that libraries will transition to cultural centers if they last or maybe reference centers.

For those that need help navigating the internet, they might e-mail for help from a reference library technician who could even work out of their own home on-line to help those in need. But, some question how much help tax payers will need to provide through reference personnel since computers are beginning to be taught in the first grade and the internet has search engines to do this research for you. Area schools are now teaching how to use iPads. And, schools are dropping teaching cursive writing since the keyboard has taken over. The small group that does not use or know how to use computers is evaporating quickly.

Why are we hanging on?

So, there is much debate on how or even why we should save an outdated information distribution system. This hanging-on is similar to the labor unions that tried to save the elevator operators jobs or those that paid an extra fifteen cents a gallon for full service gas stations until they all went away too. Remember the textile workers. They heard and saw the train coming but chose to ignore its approach and chose to stand on the tracks until they were run over with the unavoidable. Today we are putting in cell towers and fiber-optic lines not telephone poles. The Air Force is saying the new F-22 and F-35 will be the last manned fighter aircraft built. In the future we will fight our air battles with unmanned aircraft. We have already changed the battlefield with our reliance on unmanned missile-armed drones. This has upset a lot of military pilots like me, but it is a fact. The new technologies that are upon us will require real change in the way we do business across the board and may even require adjustments in job descriptions. This includes libraries.

Now that we are challenged with changing times and empowered by evolving electronic solutions, putting our head in the sand as an ostrich would do will not change the fact that a lion is upon us.

To take full advantage of new technologies while keeping the cost of transition at a minimum, we need to meet needed requirements as needed, but only if needed and not just desired by a few that are hanging on for personal reasons.

The world is working towards global data banks where nearly all written data, printed data, or even virtual information is accessible on-line through a multitude of electronic devices. Some of these even simulate books with individual OLED pages that will allow you unlimited upload of books electronically while still resembling a regular book where you can physically turn the individual pages if you desire. Computers, smart phones, iPads, dedicated Kindles and other devices download books now on flat screens for most.

We are in a period of transition where libraries are no longer the access point of the informational universe. The old smoke-stack library system of yesterday is giving way to a new informational revolution that is centered on a technologically advanced delivery system that is improving every day. A better mouse trap has emerged.

Advantages of change

Presently a new internet system is being developed that will obsolete the current system we now use in capability, speed, security, and versatility. As we make this rapid transition into a truly unlimited 21st century, new information gathering systems and procedures will provide many benefits.

- Books can be checked out or downloaded from any world-wide data bank without any of the limitations of a fixed-base library building.
- Unlimited access to all known recorded information world-wide. A current program is creating an electronic data base of all written books in the world.
- There are both pay and free sites on line such as Hathi Trust. They are the Google of electronic downloads with over 3 million free electronic books to be downloaded 24 hours a day from anywhere in the world. This free service is available now and the menu increases daily.
- Instant updates of all records and breaking technologies or discoveries world-wide
- No late fee's
- No waiting in line for a single checked out copy of a book
- No transportation problems to or from a remote branch
- 24 hour access to all information not limited hours of library operation
- Reduced library staff cost including health and retirement packages
- Smaller working spaces
- Eliminates book replacement cost
- Elimination of large building cost
- Reduce or eliminate maintenance cost and replacement or remodeling cost
- Reduce or eliminate utility cost
- Overall reduction of tax dollars that can be applied to needed city or county budgets

World-wide wireless access provides more freedom and is speeding the transition from the limitations of fixed libraries.

- Today several large cities are developing free airborne internet capability such as San Francisco, CA and Bowling Green, KY as well as others. Most public areas and many local towns provide this now like Concord, NC where my parents home is located.
- In February 2009 the old analog TV stations switched to digital broadcast. The abandoned bandwidth was sold. This is being used for total area coverage to all wireless transmissions across America. These include internet, cell phone, fax, emergency communications, and mobile TV to name a few.
- Oconee County is currently installing high speed in ground fiber-optic service and satellite internet service is growing
- Cell phones with internet access have all but replaced limited land lines.
- Most people including kids now own an internet compatible device of some kind.

Do we need a new library?

No matter how you repackage this library request, it is the same old plan for the same old reason. It is a personal dream for the benefit of a few at the expense of all. It has yet to be justified and never will be due to changing times in the field of information, information access, and its distribution.

Today we are definitely in a transition period from the old smokestack libraries that followed the printing press revolution to the present electronic informational revolution. Therefore, the request to place a heavy tax burden upon our county residents for a new overpriced library, forecast as a doomed way of providing information, is obsolete before the first brick is laid. This sounds ridiculous to everyone I have talked to.

As we make this transition from the old to the new we need to consider the following.

- We currently have 20 schools with libraries, 3 branch public libraries, and a main library to serve our residents
- Oconee School libraries average 11,000 books each (one with 9,000 and one with 16,000) with an average copyright date in the 1980's
- All but 2 schools have both a librarian and an assistant
- The schools have from 6 to 105 student computers for use
- School computers cannot be used for MySpace or video games during school hours so, after school our public libraries fill up with the same kids each day. Here they can surf myspace unsupervised where material that should be filtered is not due to the way the website is set up or they play video games. Not a necessity and does not require a multi-million dollar building as this could be done from a wireless laptop or cell phone in a bathroom.
- Most of the Oconee county public library traffic is for simple internet use now yet requires over 1.3 million dollars from taxpayers to produce this service.
- A new library still creates access problems for most county residents due to travel distance for access and will add over \$500,000.00 to the county's budget for 30 years or more.
- Splitting the school day arrival and departure times of the school librarians and their assistants could provide library access from 8:00AM until 7:00PM with no additional cost to the taxpayers. The 20 different libraries would reduce travel distances for students, the need for transportation (a car and driver in most cases), and save lost time between the end of school and arrival at a distant branch library for study. This eliminates the need for additional books, computers or buildings and parking lots.
- The proposed library and land (\$8,000,000.00 /\$16,000,000.00 plus pay back) in Seneca is only minutes from Clemson's library.
- Clemson's 198,000 square foot library is filled with research material Oconee libraries will never have. You can use it (computers, books, or other research materials and systems) for free unless you want to check out books. That requires an annual fee of ten dollars first year and seven dollars afterwards. They have 1.3 million books to check

out, 200,000 electronic books and 47,000 electronic journals, magazines, and newspapers to download for free.

- Free electronic downloadable books from numerous sites are already available on line with millions of books to choose from.
- Know anyone that does not have a cell phone? Cell phones have internet access capability too.
- Cloud computing is eliminating the need for hard-drives or stored memory. This is driving computer cost and need for them so low the death of the PC is predicted. Dirt cheap devices that access the internet will soon be owned by all. Expensive programs and storage capacity will be done through Cloud computing services. Remember when calculators were introduced in the 1970's for about \$400.00 each and today they are just pennies. Soon, everyone will have internet access to anything they need through cheap mass produced devices.

Can we afford additional debt obligations while facing a continued economic decline?

After WWII, America had a clear advantage in capability, (our factories were not bombed) productivity, and product quality. This has provided an enviable robust economy for over fifty years. However, foreign increases in industrial infrastructures, quality, and low wages are eroding America's market share. Long term forecast of decline are beginning to show up in ever increasing export shortages and jobs moving off shore for America.

Due to problems in the European Trade Union, the American dollar, and the euro currency, a prediction has been made. Within 7 years our dollar will fall as the global standard. Oil may be priced in an IMF (international monetary fund) currency or its equal as an example before then. Other countries can now compete favorably in quality and price so America's market share is shrinking. Long term forecast that I have studied say by 2047 America's population will grow by 50 percent (450,000,000), and we will slip from the number one economy (14.5 trillion GDP) to a possible top twenty spot or lower. Today that would be an average income equal to our minimum wage of \$7.25 an hour for 40 hours a week. Why? We owe too much debt, we are not competitive and few are willing to compromise, and we will continue to have more people than available jobs. There are few guarantees in life. However, long-term financial commitments should be tempered with this probability in mind rather than betting against all of the experts and on a perfect future.

Do not build a new library for the following reasons.

- Technologically outdated before it is built
- Libraries if needed will most likely turn into web-based distribution centers where tax-payers dollars buy access to commercial data banks and redistribute through password accessed privileges to its county patrons on their personal computers for free. This would require as few as one staff member in one small office. Libraries across America are already adapting change. Many are reducing staff, providing wireless service, and adding electronic data bases.
- Until then we have the libraries that we need (total of 24 school and public). Better management of these facilities will open up more access than we have demand for without additional tax burdens.
- Oconee County residents have voted to not build this unnecessary and over-priced building. However there are those that seem to be bent on misusing tax-payers money for personal comfort by repeatedly submitting this request against our tax payers/library patrons vote. The new offices and building that are not needed or voted for seem to be driving the project.
- Preliminary estimates for the \$15,000,000.00 debt pay back coupled with operational cost, maintenance cost, salaries, benefits, and health cost will exceed 500 dollars per hour of operation. Only 10 percent of this huge cost provides books or computer. So, the emphasis is not on resources but on buildings and salaries for a few. Does not fulfill the need by the majority. Not a justifiable return to the taxpayer.
- More and more library patrons are buying personal access to the internet through cell phones, computers, iPads, etc. thus eliminating past reliance on the library system
- This is an exorbitant price to pay for new offices that are not needed. And why are we moving the main library to Seneca, the county seat is in Walhalla?
- Will a new library necessitate additional cost to tear out Walhalla's main branch offices to make room for more outdated books that are not used now?
- To request or to consider unnecessary projects in uncertain financial times is irresponsible and deplorable since this is really a tax increase that places all property owners' homes in jeopardy if their ability to pay their taxes is reduced due to continued economic decline, accidents, health problems, loss of job, or retirement. This will require additional sacrifices unless we all get an offsetting salary increase at a time

when 23 million people are unemployed or underemployed and 10,000 people a day are retiring to a near bankrupt social security system.

- **America's game changing problems have to be considered.**
 - Medicare is predicted to be completely bankrupt in 12 years with Medicaid, and social security failing shortly after.
 - Today we borrow 42% of every dollar spent to pay these programs and congress cannot agree on just a 3% decrease in government spending to save them.
 - So, what will be the impact on Oconee residents in the near future if these two vital programs fail and there is a 42% reduction? Even half of this is catastrophic.
 - Approaching 17 trillion dollars in debt; we are near the same debt to GDP (gross domestic product) ratio that is failing Europe and the GAO (government accounting office) has stated when we hit 20 trillion America will not collect enough taxes to pay the interest on our debt. This is predicted within 4 years and there is not enough money in the world to save us. The GAO has predicted we need another 66 trillion to cover baby boomers expected life-span for Medicare, Medicaid, Social Security and military retirement plans. That is without taking in the 17 million illegal Hispanics. The democrat's Patriot Act will allow illegal's to send to Mexico for their parents for family integrity. That will be many millions more. Expensive social and medical burdens across America will result.
 - These are not just numbers; they are real problems without real answers that will affect all shortly.
- America's financial problems may last for years and the personal impact on our residents is yet to be determined.
- South Carolina is nearing a 9 billion dollar deficit with an unclear future
- Oconee County's tax base is shrinking with a projected deficit
- Oconee County's industrial investments have lost money for its taxpayers
- Oconee residents have real problems that need addressing such as long term forecast of water shortages that will continue due to climate changes, no new water sources, and expanding population demands for sewer and jail space to name a few.

- A long term economic decline in America will produce ever declining tax bases and cut-backs for local, state, and federal governments. New emerging nations that are better positioned with money, low debt loads, and cheap labor will continue to steal market share thus growing their economies while shrinking ours. The very thing we used to do is now being done better by others.
- Better investment opportunities in foreign emerging markets may lure American investor's money further limiting our economy and job market opportunities.
- Assuming past practices of "spend now and pay latter" will work in the current and predicted future for long term financial commitments is not supported by facts or predictions of experts in the field.

Summary

There is no other responsible and informed decision that can be made for Oconee County residents than to vote the peoples will (already voted against this) by saying no to this baseless, ill-informed request for new offices/library in Seneca. There are legitimate reasons past county councils have voted this down. It is time we stop paying for repackaged studies of this request by library staff and their committee.

Other cities are closing libraries, reducing staff and cutting budgets such as Charlotte, NC recently announced. Clemson has even made cost cutting changes in staff and facilities to meet changing times.

Usefulness of new library buildings, books, and computers for the few that do not have them is short-lived.

Oconee has the facilities that we now need and they are above average to most existing libraries that are in SC. Better management of these school and public facilities and hours of operation will cover any future needs as the library system is replaced by ever-expanding technologies that provide on the spot access at a free to near free expense for individuals and taxpayers.

As we make this change from old ways and facilities, to cutting edge information gathering and distribution systems, the required infrastructure (if needed) will become quite clear. Maybe we will need a dedicated computer or meeting room. Then, and only then, should the tax payers be obligated to provide for an appropriately designed and fitted facility with low operational cost we can afford. We don't need multi-million dollar buildings to teach quilt making and

today companies build their own conference rooms for that first impression, privacy, convenience and cost effectiveness.

Futurists, such as Thomas Frey, are saying these new structures will be unrecognizable to any of the current libraries in use in today's world. So, why build a facility resembling the past that will be filled with echoes and not people or in other words an over-priced dinosaur that will be very expensive to keep fed that benefits a select few.

It's time for a paradigm shift for us all. Hanging on to an outdated past is neither productive nor affordable.

We owe a lot to those who have brought us to where we are today, but it is time to turn away from the old antiquated information distribution system of yesterday and move boldly into the future. The future of personalized affordable, unlimited, mobile, instant, and global access is upon us. Most already have it. It's time to accept the change, abandon repetitive slanted studies favoring those that requested them, honor the public's vote on the matter, and grasp the future. We no longer need big expensive buildings or library staffs to access information we can pipe to our hands wherever we are day or night.

We do not have the money for this request but, if we did it would still be the wrong direction to take. Knowledge has enlightened us but instant mobile access to that knowledge has set us free. It is time to capture the savings.

While there is something to be said for positive thinking.....it is the fool that ignores reality.

You have been entrusted to watch carefully over the counties current and future solvency. This is your opportunity to keep your word and act upon that obligation.

Thank you for taking the time to prepare yourself to make an informed no vote for the residents of Oconee County.

Larry Biggers

Thanks to the free use of Clemson's library in the research I made for the above study and to the U.S. Air Force Professional Military Air War College and Air Command and Staff graduate study programs.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 4, 2012
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

RESOLUTION R2012-12 "A RESOLUTION TO APPROVE THE ACCEPTANCE OF ROADS IN LAUREL RIDGE SUBDIVISION AS OCONEE COUNTY PUBLIC ROADS, AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF A SIGNAGE MAINTENANCE AGREEMENT WITH REGARD TO SUCH ROADS"

BACKGROUND DESCRIPTION:

Ordinance 2012-21 was approved by County Council on July 17, 2012. The Ordinance created responsibilities and actions for property owners' associations and home owners' associations to maintain public street signage within their respective community. Subsequently the County Attorney has prepared a template agreement to be used establishing an agreement between the County and a properly organized association for such signage maintenance. Laurel Ridge Subdivision has constructed roads to meet the County standards at the time of road construction, with the single exception that street signage was not consistent with County typical construction practices. Laurel Ridge Owners Association, Inc., wishes for the roads to be accepted by the County as public roads and to enter into an agreement with the County for the Association to maintain the street signage within the community. Resolution R2012-12 establishes the authority necessary to enter into the agreement and accept the roads for County maintenance.

SPECIAL CONSIDERATIONS OR CONCERNS (only if applicable):

None.

FINANCIAL IMPACT [Brief Statement]:

No 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:

NOT APPLICABLE

Approved by: _____ Grants

ATTACHMENTS

RESOLUTION R2012-12

STAFF RECOMMENDATION [Brief Statement]:

Approve RESOLUTION R2012-12.

Submitted or Prepared By:

Approved for Submittal to Council:

Department Head/Elected Official


T. Scott Moulder, County Administrator

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2012-12**

**A RESOLUTION TO APPROVE THE ACCEPTANCE OF THE ROADS
IN THE LAUREL RIDGE SUBDIVISION AS OCONEE COUNTY
PUBLIC ROADS, AND TO AUTHORIZE THE EXECUTION AND
DELIVERY OF A SIGNAGE MAINTENANCE AGREEMENT WITH
REGARD TO SUCH ROADS; AND OTHER MATTERS RELATED
THERE TO**

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its governing body, the Oconee County Council (the "County Council"), has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "Code of Ordinances"), as amended, from time to time; and,

WHEREAS, Chapter 26, entitled *Roads and Bridges*, of the Code of Ordinances, authorizes the County to maintain roads and bridges in the County and accept properly constructed roads as County public roads; and,

WHEREAS, pursuant to Section 26-107, *Road Signage*, of Article II. *Road Naming and Addressing* of Chapter 26. *Roads and Bridges* of the Code of Ordinances, the County is authorized to maintain road signage within the Laurel Ridge subdivision/community (the "Subdivision"); and,

WHEREAS, Section 26-107, of the Code of Ordinances, contains terms, provisions, and procedures applicable to road signage in the County; and,

WHEREAS, pursuant to Subsection 26-107(e) of the Code of Ordinances, property owners' associations ("POAs") and homeowners' associations ("HOAs") which are properly organized as legal entities and insured to the satisfaction of County Council, and which satisfactorily demonstrate to County Council the financial ability to do so, may request the County, acting by and through the County Council, to enter into a legally binding agreement with such POA/HOA authorizing the POA/HOA to maintain road signage within its respective subdivision; and,

WHEREAS, the roads in the Subdivision were constructed to County standards, with the sole exception of signage, which was not consistent with typical County construction practices; and

WHEREAS, pursuant to Subsection 26-107(e) of the Code of Ordinances, the POA/HOA of the Subdivision desires to maintain the signage within the Subdivision, including potentially utilizing signage of its own design and choosing; and

WHEREAS, dependent on the County authorizing the execution and delivery of an agreement for the maintenance of signage in the Subdivision by the POA/HOA, the POA/HOA desires for the County to accept the Subdivision roads, by deed from the current owner of the roads, as Oconee County public roads; and

WHEREAS, the County, by and through the Roads and Bridges Department of the County, has inspected the roads, found that they meet County standards for acceptance, pursuant to Chapter 26 of the Code of Ordinances, and has examined the ability of the POA/HOA to maintain signage in the Subdivision, and recommends the authorization, by County Council, of the authority to execute and deliver a Signage Maintenance Agreement (the "Agreement") with the POA/HOA of the Subdivision, and acceptance of the Subdivision roads as County public roads:

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

1. The Chairman of County Council, the Oconee County Administrator, and the Oconee County Clerk to Council are hereby authorized and directed to execute and deliver the Agreement, in the form attached to this Resolution, to and with the POA/HOA on behalf of Oconee County.

2. Once the Agreement is fully executed and in effect, the Oconee County Administrator and the Director of Public Works of the County are hereby authorized and directed to accept the Subdivision roads, as Oconee County public roads, subject to the terms and conditions of the Agreement and Chapter 26 of the Code of Ordinances.

3. The Chairman of County Council, the Oconee County Administrator, and the Clerk to County Council are hereby authorized and directed to do any and all further acts and actions necessary to implement and carry out the terms and provisions of this Resolution.

4. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

5. All orders, resolutions and enactments of Oconee County Council inconsistent herewith are to the extent of such inconsistency only, hereby repealed, revoked and rescinded.

6. This Resolution shall take effect and be in full force and effect after enactment by Oconee County Council.

RESOLVED this 4th day of September, 2012, in meeting duly assembled.

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Joel Thrift, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____

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

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE) SIGNAGE MAINTENANCE AGREEMENT

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its governing body, the Oconee County Council (the "County Council"), has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "Code of Ordinances"), as amended, from time to time; and,

WHEREAS, Chapter 26, entitled *Roads and Bridges*, of the Code of Ordinances, authorizes the County to maintain roads and bridges in the County; and,

WHEREAS, pursuant to Section 26-107, *Road Signage*, of Article II. *Road Naming and Addressing* of Chapter 26. *Roads and Bridges* of the Code of Ordinances, the County is authorized to maintain road signage within the LAUREL RIDGE subdivision/community (the "Subdivision"); and,

WHEREAS, Section 26-107, of the Code of Ordinances, contains terms, provisions, and procedures applicable to road signage in the County; and,

WHEREAS, pursuant to Subsection 26-107(e) of the Code of Ordinances, property owners' associations ("POAs") and homeowners' associations ("HOAs") which are properly organized as legal entities and insured to the satisfaction of County Council, and which satisfactorily demonstrate to County Council the financial ability to do so, may request the County, acting by and through the County Council, to enter into a legally binding agreement with such POA/HOA authorizing the POA/HOA to maintain road signage within its respective subdivision; and,

WHEREAS, pursuant to Subsection 26-107(e) of the Code of Ordinances, the POA/HOA of the Subdivision desires to maintain the signage within the Subdivision, including potentially utilizing signage of its own design and choosing:

NOW THEREFORE, for the mutual consideration of the terms and conditions set forth below, the receipt and the sufficiency of which are hereby acknowledged, the parties hereby agree as follows to a binding contractual agreement:

1. Oconee County hereby enters into a legally binding signage maintenance agreement with the POA/HOA of the Subdivision to maintain the road signage within the Subdivision, subject to:
 - a. The POA/HOA hereby agrees that all signage shall conform to the current standards set forth in Subsection 26-107(a) of the Code of Ordinances, and comply with all rules and regulations of the South Carolina Department of

Transportation and all County ordinances and regulations concerning signage.

- b. The POA/HOA is hereby placed on notice, as set forth in Section 1-7 of the Code of Ordinances, that the violation of any such provision of the Code of Ordinances pertaining to road signage, shall be subject to a fine not exceeding \$500.00 or imprisonment not exceeding 30 days, or both such fine and imprisonment. In addition to said penalties, a magistrate may order restitution in an amount not to exceed \$5,000.00. Further, each day any violation of the Code of Ordinances pertaining to road signage shall continue shall constitute, except where otherwise provided, a separate offense.
- c. The POA/HOA hereby agrees to indemnify the County and hold the County harmless as to all harm, damages, or liability which might occur because of the POA/HOA's maintenance, or lack thereof, such signage.
- d. The POA/HOA hereby agrees to be liable for the absolute payment of all costs, of any type, associated with the installation and maintenance of such signage within the Subdivision, until or unless the POA/HOA is released from this agreement by the County.
- e. The POA/HOA hereby agrees to maintain and replace all signage within the Subdivision at their own expense, and only at their own expense, when said signs are damaged, missing, or when directed to replace a sign by the County Roads and Bridges Department of the County.
- f. The POA/HOA shall return all existing County signs and related materials within the Subdivision to the County Roads and Bridges Department, in a timely manner, in the event they are ever replaced by the POA/HOA.
- g. In the event the POA/HOA decides to cease maintenance of signage in said Subdivision, the Association shall bear full financial responsibility for the restoration of all signage to the current County standard signage as set forth under Section 26-107 of the Code of Ordinances, including materials and labor for the restoration, and the POA/HOA hereby agrees to release the County from any and all responsibility and liability for previously installed signage and related materials.
- h. The POA/HOA shall notify the County at least ninety (90) days prior to ceasing maintenance of signage within said Subdivision.
- i. The POA/HOA shall provide a twenty-four (24) hour contact person and telephone number for the County to notify for sign emergencies. Stop sign concerns shall be addressed immediately upon notification by the

County. All other signage issues shall be resolved within five (5) business days from notification by the County.

- j. The POA/HOA hereby agrees to maintain adequate insurance, to the satisfaction of the County, naming the County as an additional insured, necessary to fulfill its obligations hereunder and indemnify and hold the County harmless, and to provide a copy of the current insurance certificate, at any time, to the County for record purposes.
- k. The County hereby reserves the right to unilaterally revoke this agreement at its discretion, if all or any part of this agreement is not met by the POA/HOA, and such failure is not immediately rectified by POA/HOA upon written or oral notification by the County.
- l. The County hereby reserves the right to unilaterally revoke this agreement at its discretion, if the POA/HOA endangers public safety, fails to maintain proper signage as set forth in Subsection 26-107(a) of the Code of Ordinances, or fails to comply with all rules and regulations of the South Carolina Department of Transportation and all County ordinances and regulations concerning signage, and such failure is not immediately rectified by POA/HOA upon written or oral notification by the County.

Signed, Sealed, and Delivered, this _____ day of _____, 2012.
in the Presence of:

David R. Applegate
Witness #1

Joel Thrift
Witness #2

Oliver Yeager
Laurel Ridge Owners Association, Inc.
By: Its President

Witness

Joel Thrift
Chairman, Oconee County Council

Witness

ACCEPTED FOR OCONEE COUNTY BY: _____
AUTHORITY: _____ DATE: _____

THE STATE OF SOUTH CAROLINA: _____ Dir. _____ (FT) Paved _____ (FT)
COUNTY OF OCONEE

DEED TO RIGHT-OF-WAY

ROAD NO. WA-365 Sallys Drive

Laurel Ridge

SUBDIVISION WHEN APPLICABLE

KNOW ALL MEN BY THESE PRESENTS, That I, (or we) Crescent Communities SC, LLC, in consideration of the sum of one dollar, to use (or us) in hand paid and the acceptance and maintenance of the same as part of the Oconee County Road System, by Oconee County, receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell release unto Oconee County, its successors and assigns, a right-of-way for the construction or maintenance of the road/highway from Woods Edge Dr (WA- 1) to Cal de Sac,
Name of Place Name of Place

On Road No. WA- _____ State and County aforesaid, see Plat Book B221 on Page 1 & 2 recorded with the Clerk of Court, Oconee County, in and over all lands which I (or we) may own whole or in part, for the purpose of locating, constructing, improving and maintaining the above described highway with the bridges and causeways thereon, and the installation of public utilities. Said tract being shown on Tax Map 164-80-04-001 and being over the lands purchased from Crescent Resources, Inc.

Deed Book K, Page 220. Said right-of-way to have a width of 50 feet, that

is 25 feet on each side of the center-line of the Highway, except where a greater width is necessary for short distances on account of large cuts or fills and being approximately 2,000 feet in length.

Special Provisions: The undersigned waives any claim for damages, if any, and accepts the surface water from roadway and culverts and assumes the responsibility for drainage ditches, culverts, and etc. beyond the right-of-way.

*As staked and/or constructed by Oconee

*Subject to Signage Maintenance Agreement attached hereto as Exhibit "A"

*This Right of Way Deed will include two (2) Cal de Sac's with a fifty (50) feet radius each.

Together with all singular, the rights, members, hereditaments and appurtenances thereto (belonging, or in any wise incident or appertaining, it is agreed that buildings, fences, signs or other obstructions will not be erected by me (or us), my heirs, assigns, or administrators within the limits of the right-of-way herein conveyed.

TO HAVE AND TO HOLD, all singular, the said right-of-way and the rights hereinbefore granted unto the said Oconee County, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand... seal... this 19th day of September in the year of our Lord, Two Thousand, and 2007

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

Patricia T. Emerson
Melanie E. Fick

Crescent Communities SC, LLC

By:

J. Scott Munday
Signature

THE STATE OF SOUTH CAROLINA, COUNTY OF OCONEE:

Personally appeared Melanie E. Fick and made oath

That he/she saw the within named Crescent Communities SC, LLC By: J. Scott Munday, Vice President
Print or type name

Sign, seal and as his/her act and deed, deliver the within written Deed: and that with

Patricia T. Emerson witnessed the execution thereof.

Sworn to before me this 19th day of September A.D. 2007

Patricia T. Emerson
Notary Public for South Carolina
My Commission Expires 02/01/10

(I.S.)

Melanie E. Fick
Witness sign here

Transportation and all County ordinances and regulations concerning signage.

- b. The POA/HOA is hereby placed on notice, as set forth in Section 1-7 of the Code of Ordinances, that the violation of any such provision of the Code of Ordinances pertaining to road signage, shall be subject to a fine not exceeding \$500.00 or imprisonment not exceeding 30 days, or both such fine and imprisonment. In addition to said penalties, a magistrate may order restitution in an amount not to exceed \$5,000.00. Further, each day any violation of the Code of Ordinances pertaining to road signage shall continue shall constitute, except where otherwise provided, a separate offense.
- c. The POA/HOA hereby agrees to indemnify the County and hold the County harmless as to all harm, damages, or liability which might occur because of the POA/HOA's maintenance, or lack thereof, such signage.
- d. The POA/HOA hereby agrees to be liable for the absolute payment of all costs, of any type, associated with the installation and maintenance of such signage within the Subdivision, until or unless the POA/HOA is released from this agreement by the County.
- e. The POA/HOA hereby agrees to maintain and replace all signage within the Subdivision at their own expense, and only at their own expense, when said signs are damaged, missing, or when directed to replace a sign by the County Roads and Bridges Department of the County.
- f. The POA/HOA shall return all existing County signs and related materials within the Subdivision to the County Roads and Bridges Department, in a timely manner, in the event they are ever replaced by the POA/HOA.
- g. In the event the POA/HOA decides to cease maintenance of signage in said Subdivision, the Association shall bear full financial responsibility for the restoration of all signage to the current County standard signage as set forth under Section 26-107 of the Code of Ordinances, including materials and labor for the restoration, and the POA/HOA hereby agrees to release the County from any and all responsibility and liability for previously installed signage and related materials.
- h. The POA/HOA shall notify the County at least ninety (90) days prior to ceasing maintenance of signage within said Subdivision.
- i. The POA/HOA shall provide a twenty-four (24) hour contact person and telephone number for the County to notify for sign emergencies. Stop sign concerns shall be addressed immediately upon notification by the

County. All other signage issues shall be resolved within five (5) business days from notification by the County.

- j. The POA/HOA hereby agrees to maintain adequate insurance, to the satisfaction of the County, naming the County as an additional insured, necessary to fulfill its obligations hereunder and indemnify and hold the County harmless, and to provide a copy of the current insurance certificate, at any time, to the County for record purposes.
- k. The County hereby reserves the right to unilaterally revoke this agreement at its discretion, if all or any part of this agreement is not met by the POA/HOA, and such failure is not immediately rectified by POA/HOA upon written or oral notification by the County.
- l. The County hereby reserves the right to unilaterally revoke this agreement at its discretion, if the POA/HOA endangers public safety, fails to maintain proper signage as set forth in Subsection 26-107(a) of the Code of Ordinances, or fails to comply with all rules and regulations of the South Carolina Department of Transportation and all County ordinances and regulations concerning signage, and such failure is not immediately rectified by POA/HOA upon written or oral notification by the County.

Signed, Sealed, and Delivered, this _____ day of _____, 2012.
in the Presence of:

Ann R. Applegate
Witness #1

Wm Yeager
Laurel Ridge Owners Association, Inc.
By: Its President

Joel Thrift
Witness #2

Witness

Joel Thrift
Chairman, Oconee County Council

Witness

Transportation and all County ordinances and regulations concerning signage.

- b. The POA/HOA is hereby placed on notice, as set forth in Section 1-7 of the Code of Ordinances, that the violation of any such provision of the Code of Ordinances pertaining to road signage, shall be subject to a fine not exceeding \$500.00 or imprisonment not exceeding 30 days, or both such fine and imprisonment. In addition to said penalties, a magistrate may order restitution in an amount not to exceed \$5,000.00. Further, each day any violation of the Code of Ordinances pertaining to road signage shall continue shall constitute, except where otherwise provided, a separate offense.
- c. The POA/HOA hereby agrees to indemnify the County and hold the County harmless as to all harm, damages, or liability which might occur because of the POA/HOA's maintenance, or lack thereof, such signage.
- d. The POA/HOA hereby agrees to be liable for the absolute payment of all costs, of any type, associated with the installation and maintenance of such signage within the Subdivision, until or unless the POA/HOA is released from this agreement by the County.
- e. The POA/HOA hereby agrees to maintain and replace all signage within the Subdivision at their own expense, and only at their own expense, when said signs are damaged, missing, or when directed to replace a sign by the County Roads and Bridges Department of the County.
- f. The POA/HOA shall return all existing County signs and related materials within the Subdivision to the County Roads and Bridges Department, in a timely manner, in the event they are ever replaced by the POA/HOA.
- g. In the event the POA/HOA decides to cease maintenance of signage in said Subdivision, the Association shall bear full financial responsibility for the restoration of all signage to the current County standard signage as set forth under Section 26-107 of the Code of Ordinances, including materials and labor for the restoration, and the POA/HOA hereby agrees to release the County from any and all responsibility and liability for previously installed signage and related materials.
- h. The POA/HOA shall notify the County at least ninety (90) days prior to ceasing maintenance of signage within said Subdivision.
- i. The POA/HOA shall provide a twenty-four (24) hour contact person and telephone number for the County to notify for sign emergencies. Stop sign concerns shall be addressed immediately upon notification by the

County. All other signage issues shall be resolved within five (5) business days from notification by the County.

- j. The POA/HOA hereby agrees to maintain adequate insurance, to the satisfaction of the County, naming the County as an additional insured, necessary to fulfill its obligations hereunder and indemnify and hold the County harmless, and to provide a copy of the current insurance certificate, at any time, to the County for record purposes.
- k. The County hereby reserves the right to unilaterally revoke this agreement at its discretion, if all or any part of this agreement is not met by the POA/HOA, and such failure is not immediately rectified by POA/HOA upon written or oral notification by the County.
- l. The County hereby reserves the right to unilaterally revoke this agreement at its discretion, if the POA/HOA endangers public safety, fails to maintain proper signage as set forth in Subsection 26-107(a) of the Code of Ordinances, or fails to comply with all rules and regulations of the South Carolina Department of Transportation and all County ordinances and regulations concerning signage, and such failure is not immediately rectified by POA/HOA upon written or oral notification by the County.

Signed, Sealed, and Delivered, this _____ day of _____, 2012.
in the Presence of:

Sam R. Applegate
Witness #1

Wm Yeager
Laurel Ridge Owners Association, Inc.
By: Its President

Joel Thrift
Witness #2

Witness

Joel Thrift
Chairman, Oconee County Council

Witness

ACCEPTED FOR OCONEE COUNTY BY: _____
AUTHORITY _____ DATE: _____

THE STATE OF SOUTH CAROLINA, COUNTY OF OCONEE. Dir. _____ (FT) Paved _____ (P1)

DEED TO RIGHT-OF-WAY

ROAD NO. WA-366 Wildflower Court

Laurel Ridge SUBDIVISION WHEN APPLICABLE

KNOW ALL MEN BY THESE PRESENT, That I (or we) Crescent Communities S.C. LLC in consideration of the sum of one dollar, to me (or us) in hand paid and the acceptance and maintenance of the same as part of the Oconee County Road System, by Oconee County, receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell release unto Oconee County, its successors and assigns, a right-of-way for the construction or maintenance of the road/highway from

Woods Edge Dr (WA-) to Cut de Sac
Name of Place Name of Place

On Road No. WA- State and County aforesaid, see Plat Book B222 at Page 1 & 2 recorded with the Clerk of Court, Oconee County, on and over all lands which I (or we) may own whole or in part, for the purpose of locating, constructing, improving and maintaining the above described highway with the bridges and causeways thereon, and the installation of public utilities, said tract being shown on Tax Map 164-00-04-001 and being over the lands purchased from Crescent Resources, Inc.

Deed Book IC, Page 220. Said right-of-way to have a width of 50 feet, that

is 15 feet on each side of the center* line of the Highway except where a greater width is necessary for short distances on account of large cuts or fills and being approximately ** feet in length.

Special Provisions: The undersigned waives any claim for damages, if any, and accepts the surface water from roadway and culverts and assumes the responsibility for drainage ditches, culverts, and etc., beyond the right-of-way.

*As stated and/or constructed by Oconee

*Subject to Signage Maintenance Agreement attached hereto as Exhibit "A"

**This Right of Way Deed will be for the Cut de Sac with a fifty (50) feet radius.

Together with all singular, the rights, members, hereditaments and appurtenances thereto belonging, or in any wise incident or appertaining. It is agreed that buildings, fences, signs or other obstructions will not be erected by me (or us), my heirs, assigns, or administrators within the limits of the right-of-way herein conveyed.

TO HAVE AND TO HOLD, all singular, the said right-of-way and the rights hereinbefore granted unto the said Oconee County, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand, seal, this 14th day of September in the year of our Lord, Two Thousand, and Seven.

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

Patricia T. Emerson
Melanie E. Fink

Crescent Communities SC, LLC
By: _____
Signature: J. Scott Munday

THE STATE OF SOUTH CAROLINA, COUNTY OF OCONEE.

Personally appeared Melanie E. Fink and made oath:

That he/she saw the within named Crescent Communities SC, LLC By: J. Scott Munday, Vice President

Print or type name

Sign, seal and as his/her act and deed, deliver the within written Deed; and that with

Patricia T. Emerson witnessed the execution thereof.

Sworn to before me this 14th day of September, A.D. 2007.

Patricia T. Emerson
Notary Public for South Carolina

(U.S.)

Melanie E. Fink
Witness sign here

My Commission Expires 12/10/10

Transportation and all County ordinances and regulations concerning signage.

- b. The POA/HOA is hereby placed on notice, as set forth in Section 1-7 of the Code of Ordinances, that the violation of any such provision of the Code of Ordinances pertaining to road signage, shall be subject to a fine not exceeding \$500.00 or imprisonment not exceeding 30 days, or both such fine and imprisonment. In addition to said penalties, a magistrate may order restitution in an amount not to exceed \$5,000.00. Further, each day any violation of the Code of Ordinances pertaining to road signage shall continue shall constitute, except where otherwise provided, a separate offense.
- c. The POA/HOA hereby agrees to indemnify the County and hold the County harmless as to all harm, damages, or liability which might occur because of the POA/HOA's maintenance, or lack thereof, such signage.
- d. The POA/HOA hereby agrees to be liable for the absolute payment of all costs, of any type, associated with the installation and maintenance of such signage within the Subdivision, until or unless the POA/HOA is released from this agreement by the County.
- e. The POA/HOA hereby agrees to maintain and replace all signage within the Subdivision at their own expense, and only at their own expense, when said signs are damaged, missing, or when directed to replace a sign by the County Roads and Bridges Department of the County.
- f. The POA/HOA shall return all existing County signs and related materials within the Subdivision to the County Roads and Bridges Department, in a timely manner, in the event they are ever replaced by the POA/HOA.
- g. In the event the POA/HOA decides to cease maintenance of signage in said Subdivision, the Association shall bear full financial responsibility for the restoration of all signage to the current County standard signage as set forth under Section 26-107 of the Code of Ordinances, including materials and labor for the restoration, and the POA/HOA hereby agrees to release the County from any and all responsibility and liability for previously installed signage and related materials.
- h. The POA/HOA shall notify the County at least ninety (90) days prior to ceasing maintenance of signage within said Subdivision.
- i. The POA/HOA shall provide a twenty-four (24) hour contact person and telephone number for the County to notify for sign emergencies. Stop sign concerns shall be addressed immediately upon notification by the

County. All other signage issues shall be resolved within five (5) business days from notification by the County.

- j. The POA/HOA hereby agrees to maintain adequate insurance, to the satisfaction of the County, naming the County as an additional insured, necessary to fulfill its obligations hereunder and indemnify and hold the County harmless, and to provide a copy of the current insurance certificate, at any time, to the County for record purposes.
- k. The County hereby reserves the right to unilaterally revoke this agreement at its discretion, if all or any part of this agreement is not met by the POA/HOA, and such failure is not immediately rectified by POA/HOA upon written or oral notification by the County.
- l. The County hereby reserves the right to unilaterally revoke this agreement at its discretion, if the POA/HOA endangers public safety, fails to maintain proper signage as set forth in Subsection 26-107(a) of the Code of Ordinances, or fails to comply with all rules and regulations of the South Carolina Department of Transportation and all County ordinances and regulations concerning signage, and such failure is not immediately rectified by POA/HOA upon written or oral notification by the County.

Signed, Sealed, and Delivered, this ____ day of _____, 2012.
in the Presence of:

David R. Applegate
Witness #1

Joel Thrift
Witness #2

Wm Yeager
Laurel Ridge Owners Association, Inc.
By: Its President

Witness

Joel Thrift
Chairman, Oconee County Council

Witness

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2012-13**

**A RESOLUTION EXPRESSING APPRECIATION TO THE EMERGENCY
MANAGEMENT STAFF AND ALL OCONEE COUNTY FIRE AND RESCUE
VOLUNTEERS**

WHEREAS, Oconee County wishes to express their appreciation to all Emergency Management Personnel to include; 16 staff and 280 volunteers in our Fire Departments; 194 volunteers in the Rescue Department; and all Full and Part Time staff in the Emergency Management office; and

WHEREAS, Oconee County Council recognizes the dedication shown by all Emergency Management Personnel to protect and serve the citizens of Oconee County, and

WHEREAS, Oconee County recognizes the sacrifices made by the families of our full time employees, part time employees and many volunteers whose family members support them and allow them to provide a vital service to the County, and

WHEREAS, Oconee County is proud of the job done by all Emergency Management Personnel who have responded along with other jurisdictions this year to ten multi-day search and carry out events; including the Swift Water Task Force personnel. Oconee County Council wishes to express their appreciation for all groups within the Emergency Management Department [staff and volunteers] who worked so diligently and respectfully to retrieve those victims of accidents and assisting their loved one and friends at those scenes during each event, and

WHEREAS, Oconee County Emergency Management Personnel have responded this year to six drowning's in our local waters; this being three times the total drowning's for all of last year; and

WHEREAS, the Oconee County Council desires to express their appreciation to all Emergency Management Personnel including Fire, Rescue, and Hazmat for their exemplary team work; for showing dedication to the safety and welfare of all of our citizens and always responding in an emergency to assist an injured or at risk citizen.

NOW, THEREFORE, it is hereby resolved by Oconee County Council, in meeting duly assembled that the Oconee County Council wishes to express its gratitude on behalf of all county residents to the brave, resilient, dedicated volunteers and paid staff in the Emergency Management Department.

RESOLVED this 4th day of September, 2012, in meeting duly assembled.

ATTEST:

OCONEE COUNTY, SOUTH CAROLINA

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

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



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: June 19, 2012 6:30 p.m.**

Ordinance 2012-29 "AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2012, OF OCONEE COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$1,600,000; FIXING THE FORM AND CERTAIN DETAILS OF THE BONDS; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO"

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

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.

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

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

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

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691

Please PRINT your name

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NONE

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2012-29

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2012, OF OCONEE COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$1,600,000; FIXING THE FORM AND CERTAIN DETAILS OF THE BONDS; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

Enacted: September 4, 2012

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, Series 2012, or such other appropriate series designation, in the aggregate principal amount of not exceeding \$1,600,000 authorized to be issued 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.

“**Commission**” shall mean the Anderson Oconee Alcohol and Drug Abuse Commission d/b/a Anderson-Oconee Behavioral Health Services.

“**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 S.C. 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 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; or (7) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of 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.

“Lease Agreement” shall mean the lease agreement to be executed by and between the County and the Commission under which the Commission will lease the Project from the County.

“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.

“Principal Payment Date” shall mean April 1 of each year, or such other date as determined by the Chairman of County Council.

“Project” shall mean the design, construction and equipping of the Commission’s facility to be located in the City of Seneca which will enhance and further the Commission’s mission of providing to the community drug and alcohol abuse prevention, intervention and treatment services in an efficient, competent, affordable, compassionate and fiscally responsible manner

“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.

“S.C. 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 S.C. 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 S.C. 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 (June 30, 2011) thereof is \$514,602,648. Eight percent of such sum is \$41,168,211. As of the date hereof, the outstanding general obligation debt of the County subject to the limitations imposed by Article X, Section 14(7)(a) of the Constitution is \$19,080,000, representing the outstanding principal balances of the following general obligation bonds of the County:

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

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

Thus, the County may incur not exceeding \$22,080,211 of general obligation debt within its applicable debt limitation.

(f) The Commission is the alcohol and drug abuse authority established by ordinances of the county councils of Anderson and Oconee Counties, South Carolina (1983 Ordinance No. 110 and Ordinance No. 83-6, respectively), under 1973 S.C. Joint Acts and Resolutions No. 301. The Commission is the sole agency for the planning, prevention, and control of alcohol and drug abuse for Oconee County and exists under South Carolina Code Ann. §§ 61-12-20 *et seq.* (1976) as amended.

(g) The Commission has requested the County to assist in financing the costs of the design, construction and equipping of expanding of a facility (the "Project") in the County. Pursuant to the Lease Agreement the Commission will agree to pay a sufficient amount of rent annually in order to pay the principal of and interest on the Bonds.

(h) The proceeds derived from the sale of the Bonds shall be applied to defray the costs of the Project and to pay the costs of issuance of the Bonds. The Project is necessary and in the best interest of the County. The issuance of the Bonds authorized by this Ordinance for such purposes is necessary and such Bonds will be issued for a corporate purpose and a public purpose of the County.

(i) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$1,600,000 aggregate principal amount general obligation bonds of the County to provide funds for the purposes set forth in Section 2(h) 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 \$1,600,000 aggregate principal amount of general obligation bonds of the County to obtain funds for the purposes set forth in Section 2(h) above, including any engineering, architectural, accounting, financial and legal fees relating thereto and other incidental costs of issuing the Bonds.

The Bonds shall be designated “\$1,600,000 [or principal amount issued] General Obligation Bonds, Series 2012, 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; 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 at the time of the sale thereof; and shall mature serially in successive annual installments on April 1 (the “Principal Payment Date”) of each the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2014	\$80,000	2022	\$110,000
2015	85,000	2023	115,000
2016	85,000	2024	120,000
2017	90,000	2025	120,000
2018	90,000	2026	125,000
2019	105,000	2027	130,000
2020	105,000	2028	130,000
2021	110,000		

SECTION 4. Redemption Provisions. Unless otherwise proposed by a bidder and approved by the County, the Bonds maturing on or prior to April 1, 2022 shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after April 1, 2023, shall be subject to redemption at the option of the County on or after April 1, 2022, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption. Pursuant to Section 5 hereof, the Chairman of County Council may modify the redemption provisions set forth hereof.

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 is hereby authorized and empowered to: (a) determine the original issue date 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 Bonds; (d) revise the maturity schedule as set forth herein and in the Notice of Sale so long as the final maturity of the Bonds does not extend any longer than as set forth herein; (e) adjust the principal amounts of each maturity of the Bonds as prescribed in the Notice of Sale; (f) determine the date and time of sale of the Bonds; (g) modify the redemption provisions set forth in Section 4 hereof; (h) approve the Registrar and Paying Agent as provided in Section 8 hereof; (i) determine whether one or more of the respective Series of Bonds shall be issued on a federally tax-exempt basis; (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; and (k) negotiate and execute all other contracts which may be necessary in connection with the issuance of the Bonds. The Council further authorizes and empowers the Chairman of County Council to award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds. After the sale of the Bonds, the Chairman of County Council shall submit a written report to the County Council setting forth the results of the sale of the 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, 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 does 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. 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.

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, SERIES 2012

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 April 1, 2013, 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. 2012-__ duly enacted by the County Council on _____, 2012.

This Bond and the series of which it is one maturing on or prior to April 1, 2022, 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, 2023, shall be subject to redemption at the option of the County on or after April 1, 2022, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount to be redeemed, together with the interest accrued on such principal amount to the date fixed for redemption.

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

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

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

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

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

OCONEE COUNTY, SOUTH CAROLINA

Chairman, County Council

(SEAL)

ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

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

as Registrar

By: _____
Authorized Officer

Date of Authentication: _____

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

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the
entireties

_____ Custodian _____
(Cust.) (Minor)

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

under Uniform Gifts to Minors

(State)

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

FORM OF ASSIGNMENT

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

(Name and address of Transferee)

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

Dated:

Signature Guaranteed:

(Authorizing Officer)

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

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

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

[FORM OF CERTIFICATE]

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

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

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

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

To the extent rental payments derived from the Lease Agreement have been deposited with the County Treasurer, or the County Administrator has certified to the County Treasurer that sufficient payments will be available to pay the principal of and interest on the Bonds on the next principal payment date and Interest Payment Date, the annual *ad valorem* tax to be levied for the payment of the principal of and interest on the Bonds may be reduced or eliminated in each year by the amount of such rental payments deposited with or to be available on or before each principal payment date and Interest Payment date.

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 S.C. 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 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

\$ _____ [or principal amount issued] GENERAL OBLIGATION BONDS, SERIES 2012
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, Series 2012 of Oconee County, South Carolina (the "Bonds") will be received on behalf of the County Council of Oconee County, South Carolina (the "County"), in the Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina 29691, until 11:00 a.m., South Carolina time, on _____, 2012, or such other date and time as may be established by the County and communicated by Thomson Municipal Market Monitor not less than 48 hours prior to the time proposals are to be received.

Sealed Bids: Each hand-delivered proposal shall be enclosed in a sealed envelope marked "Proposal for General Obligation Bonds, Series 2012, Oconee County, South Carolina" and should be directed to the Chairman of the County Council at the address in the first paragraph hereof.

Facsimile Bids: The County will accept the facsimile transmission of a manually signed Official

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

Electronic Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). 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, 2nd Floor, New York, New York 10018, Customer Support, telephone 212.849.5021.

E-mail Bids: E-mail proposals may be e-mailed to the attention of Scott Moulder, Administrator, at email address: smoulder@coconesco.com with a copy to _____.

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

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.

The Bonds: The Bonds will be issued in fully registered form; will be dated the date of their delivery; will be in denominations of \$5,000 each or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; 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>
2014	\$80,000	2022	\$110,000
2015	85,000	2023	115,000
2016	85,000	2024	120,000
2017	90,000	2025	120,000
2018	90,000	2026	125,000
2019	105,000	2027	130,000
2020	105,000	2028	130,000
2021	110,000		

The Bonds will bear interest from the date thereof payable semiannually on April 1 and October 1 of each year, commencing April 1, 2013, until the Bonds mature. Interest will be calculated on the basis of a 360-day year comprised of twelve 30 day months.

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 principal amount of the Bonds (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed 10% of the par amount. 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, 2020, shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after April 1, 2021, shall be subject to redemption at the option of the County on or after April 1, 2020, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption.

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

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

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

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 or 1/100 of 1% with no greater difference than three (3%) percent between the highest and lowest rates of interest named by a bidder. Bidders are not

limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A BID FOR LESS THAN ALL THE BONDS OR A PRICE LESS THAN PAR WILL NOT BE CONSIDERED.

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

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

Good Faith Deposit: No good faith deposit is required.

Bank Qualified: The County has designated the Bonds as "qualified tax exempt obligations" under Section 265 of the Internal Revenue Code.

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

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

Purpose: The Bonds are issued for the purpose of defraying the costs of designing, constructing and equipping a new detention center in the County.

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

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Bonds, stating the initial reoffering price of the Bonds to the public (excluding bond

houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The Bonds will be delivered through the facilities of The Depository Trust Company in New York, New York, on or about _____, 2012, at the expense of the County or at such other place as may be agreed upon with the purchasers at the expense of the purchaser. The purchase price then due must be paid in federal funds or other immediately available funds.

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

Additional Information: A copy of the Preliminary Official Statement in deeded final form and the Official Notice of Sale are available via the internet at _____ and will be furnished to any person interested in bidding for the Bonds upon request to Bond Counsel. Persons seeking information should communicate with:

<p>Scott Moulder, ICMA-CM County Administrator Oconee County 415 South Pine Street Walhalla, SC 29691 Telephone: 864.638.4235 E-mail: smoulder@oconeesc.com</p>	<p>Daniel B. McLeod, Jr., Esquire McNair Law Firm, P.A. Post Office Box 447 Greenville, SC 29602 Telephone: 864.271.4940 E-mail: dmcLeod@mcnair.net</p>
<p>Michael W. Burns, Esq. McNair Law Firm, P.A. Post Office Box 447 Greenville, SC 29602 Telephone: 864.271.4940 E-mail: mwburns@mcnair.net</p>	

Oconee County, South Carolina

SECTION 18. Preliminary and Final Official Statement. The Council hereby authorizes and directs the County Administrator to prepare, or cause to be prepared, a Preliminary Official Statement 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 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 upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 19. Continuing Disclosure. 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 S.C. 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 S.C. 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 upon warrant or order of the Council for the purposes set forth in this Ordinance and to defray the costs and expenses of issuing the Bonds.

SECTION 22. Notice of Public Hearing. The Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in the form attached hereto as Exhibit B, having been published in the *Daily Journal Messenger*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 23. Federal Tax Covenants. The County covenants and agrees with the holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the bondholders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Bonds and that no use of the proceeds of the sale of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of such Bonds would have caused the 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 the Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

- (c) make such reports of such information at the times and places required by the Code.

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

The County covenants that, in accordance with the provisions of the Code, the Bonds are designated as "qualified tax-exempt obligations" as defined in 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 2012 other than private activity bonds except for qualified 501(c)(3) bonds. The County represents that the sum of all tax-exempt obligations (other than private activity bonds which are not qualified as 501(c)(3) bonds) issued by the County and all subordinate entities thereof during calendar year 2012 is not reasonably expected to exceed \$10,000,000.

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

SECTION 25. Miscellaneous. The County Council authorizes the Chairman of County Council, County Administrator and the Assistant County Administrator for Administrative Services and Finance, 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 authorizes the Chairman to County Council, 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 _____, 2012.

[Signature page to follow]

Enacted by the County Council of Oconee County, South Carolina, this 4th day of September, 2012.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council
Oconee County, South Carolina

ATTEST:

Administrator, Oconee County, South Carolina

Clerk to County Council,
Oconee County, South Carolina

First Reading: July 17, 2012
Second Reading: August 14, 2012
Public Hearing: September 4, 2012
Third Reading: September 4, 2012

[Signature page]

EXHIBIT A

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Oconee County, South Carolina (the "County") in connection with the issuance of \$_____ original principal amount General Obligation Bonds, Series 2012 of Oconee County, South Carolina (the "Bonds"). The Bonds are being issued pursuant to Ordinance No. _____ enacted by the County Council of the County on _____, 2012 (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.

"**Bonds**" shall mean the \$_____ original principal amount General Obligation Bonds, Series 2012, Oconee County, South Carolina, dated _____, 2012.

"**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.

"**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 under the headings:

- (i) THE BONDS—Security;
- (ii) DEBT STRUCTURE—Outstanding Indebtedness;
- (iii) CERTAIN FISCAL MATTERS:
 - a. Assessed Value of Taxable Property in the County;
 - b. Estimated True Value of All Taxable Property in the County;
 - c. Tax Rates;
 - d. Tax Collections for Last Five Years; and
 - e. 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) Whenever the County obtains knowledge of 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 days after the occurrence of the event, file a notice of such occurrence with the Municipal Securities Rulemaking Board and the State Depository.

(c) Whenever the County obtains knowledge of 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 days after the occurrence of the event, file a notice of such occurrence with the Municipal Securities Rulemaking Board and the State Depository.

(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: _____, 2012

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Oconee County, South Carolina
Name of Bond Issue: \$ _____ General Obligation Bonds, Series 2012,
Oconee County, South Carolina
Date of Issuance: _____, 2012

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

[Signature page of Continuing Disclosure Certificate]

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 7:00 p.m. meeting of Oconee County Council on _____, 2012, at the Council Chamber of Oconee County Council, 415 South Pine Street, Walhalla, South Carolina.

The purpose of the public hearing is to consider an Ordinance authorizing the issuance and sale of general obligation bonds (the "Bonds") of the County in the aggregate principal amount of not exceeding \$_____, the proceeds of which shall be applied to pay (i) the costs; and (ii) the costs of issuance of the Bonds.

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

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

OCONEE COUNTY, SOUTH CAROLINA

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2012-25**

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

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

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

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

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

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

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

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

108 00 03 006	108 00 04 051	108 00 04 081	121 00 01 019	121 00 02 050
108 00 03 010	108 00 04 052	108 00 04 084	121 00 01 020	121 00 02 055
108 00 03 017	108 00 04 053	108 00 04 086	121 00 01 021	121 00 02 065
108 00 03 020	108 00 04 054	108 00 04 087	121 00 01 022	121 00 02 066
108 00 03 021	108 00 04 055	108 00 04 088	121 00 01 024	121 00 02 067
108 00 03 022	108 00 04 056	108 00 04 090	121 00 01 025	121 00 02 068
108 00 03 023	108 00 04 057	108 00 04 091	121 00 01 027	121 00 02 076
108 00 03 064	108 00 04 058	108 00 04 093	121 00 01 069	121 00 02 078
108 00 03 065	108 00 04 059	108 00 04 094	121 00 01 070	121 00 02 079
108 00 03 066	108 00 04 060	108 00 04 095	121 00 01 071	121 00 02 080
108 00 04 003	108 00 04 061	108 00 04 096	121 00 01 072	121 00 02 081
108 00 04 004	108 00 04 062	108 00 04 097	121 00 02 001	121 00 02 082
108 00 04 005	108 00 04 063	108 00 04 098	121 00 02 002	121 00 02 083
108 00 04 006	108 00 04 064	108 00 04 100	121 00 02 003	121 00 02 085
108 00 04 009	108 00 04 065	108 00 04 101	121 00 02 004	121 00 02 093
108 00 04 010	108 00 04 066	108 00 04 102	121 00 02 022	121 00 02 096
108 00 04 011	108 00 04 067	108 00 04 103	121 00 02 023	121 00 02 101
108 00 04 012	108 00 04 070	108 00 04 104	121 00 02 026	121 00 03 003
108 00 04 013	108 00 04 071	121 00 01 002	121 00 02 027	121 00 03 004
108 00 04 014	108 00 04 072	121 00 01 003	121 00 02 030	121 00 03 005
108 00 04 017	108 00 04 073	121 00 01 004	121 00 02 031	121 00 03 007
108 00 04 019	108 00 04 074	121 00 01 005	121 00 02 032	121 00 03 008
108 00 04 023	108 00 04 075	121 00 01 008	121 00 02 033	121 00 03 009
108 00 04 024	108 00 04 076	121 00 01 009	121 00 02 034	121 00 04 003
108 00 04 034	108 00 04 077	121 00 01 012	121 00 02 035	134 00 02 001
108 00 04 037	108 00 04 078	121 00 01 013	121 00 02 037	134 00 02 006
108 00 04 038	108 00 04 079	121 00 01 015	121 00 02 041	134 00 02 017
108 00 04 039	108 00 04 080	121 00 01 018	121 00 02 047	

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2012.

OCONEE COUNTY, SOUTH CAROLINA

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

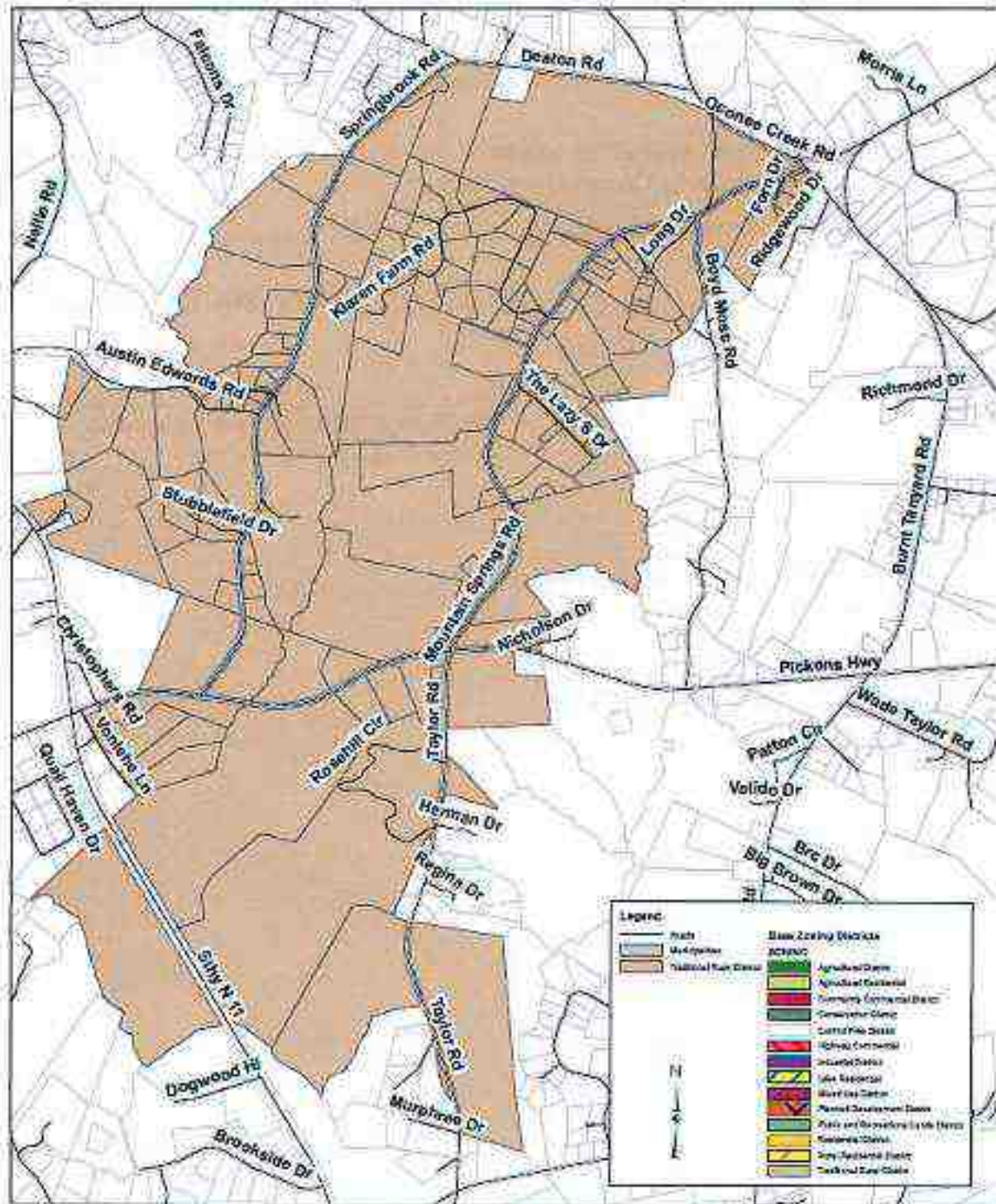
ATTEST:

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

First Reading: June 5, 2012
Second Reading: September 4, 2012
Public Hearing:
Third Reading:

APPENDIX A

Parcels Rezoned by Ordinance 2012-25



STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2012-30

AN ORDINANCE AUTHORIZING OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY") TO PURCHASE OR OTHERWISE ACQUIRE CERTAIN REAL PROPERTY LOCATED IN THE COUNTY (THE "PROPERTY"); AUTHORIZING THE SALE OR CONVEYANCE OF A PORTION OF SUCH PROPERTY; AMENDING ORDINANCE NO. 2012-01 OF THE COUNTY TO THE EXTENT NECESSARY TO PROVIDE FOR APPROPRIATION OF FUNDS FOR THE PURCHASE OF THE PROPERTY; AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE AND ENTER INTO ALL NECESSARY AND APPROPRIATE AGREEMENTS TO ACCOMPLISH THE FOREGOING AND TO DETERMINE CERTAIN MATTERS RELATED TO THE FOREGOING; RATIFYING THE ACTIONS OF THE COUNTY ADMINISTRATOR AND OTHER COUNTY OFFICIALS AND STAFF UNDERTAKEN WITH RESPECT TO THE FOREGOING; AND OTHER MATTERS RELATING TO THE FOREGOING.

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

Section 1. **Findings and Determinations.** The Council hereby finds and determines:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina, and as such possesses all powers granted to counties by the Constitution and laws of this State.

(b) Section 4-9-30 of the South Carolina Code provides, in part, that counties may acquire real property by purchase or gift, and lease, sell or otherwise dispose of real and personal property.

(c) The County desires to purchase certain real property and improvements thereon generally located at 375 Butts Farm Road, Westminster, South Carolina 29693 ("Parcel 1") for a purchase price of Two Hundred Twelve Thousand and 00/100 Dollars (\$212,000,000), pursuant to that certain Agreement to Buy and Sell Real Estate entered into by the County with Maurice Thompson attached hereto as Exhibit A ("Parcel 1 Purchase Agreement").

(d) The County desires to purchase certain real property generally located at 670 Rock Crusher Road, Walhalla, South Carolina 29691 ("Parcel 2" and, collectively with Parcel 1, the "Property") for a purchase price of a One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00) cash payment, along with the conveyance of title to Parcel 1, pursuant to a Contract of Sale entered into by the County with Jesse James Harvey attached hereto as Exhibit

B (“Parcel 2 Purchase Agreement and, collectively with the Parcel 1 Purchase Agreement, the “Purchase Agreements”).

(e) The Council finds that the County’s purchase of the Property, and delivery of the respective Purchase Agreements, and subsequent transfer of title to Parcel 1 pursuant to the Parcel 2 Purchase Agreement, and all related documents and instruments, will serve a proper public and corporate purpose of the County, and are necessary and in the best interest of the County.

(f) The County finds that an amendment to Ordinance No. 2012-01, is necessary to provide for the appropriation of funds for the purchase of the Property.

Section 2. Approval of Purchase of the Property. The execution and delivery of the Purchase Agreements by the County Administrator is hereby authorized and ratified. Any subsequent amendment to the Purchase Agreements, except for amendments altering the purchase price set forth therein, in such forms as shall be approved by the County Administrator, are hereby approved and shall be executed in the same manner.

Section 3. Approval of Conveyance of Parcel 1. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver a limited warranty deed (“Deed”) granting, bargaining, and conveying title to Parcel 1, following purchase of the same, in the name and on behalf of the County to Jesse James Harvey or his assigns.

Section 4. Approval of Budget Ordinance Amendment. Ordinance No. 2012-01 shall be and hereby is amended to the extent necessary to provide for appropriation of funds necessary to accomplish the transactions described herein.

Section 5. Execution of Documents. The County Administrator is fully empowered and authorized to take such further actions and to execute and deliver such additional agreements, certifications or documents as may be deemed necessary or desirable in order to effectuate the execution and delivery of the Purchase Agreements, the Deed, and the transactions contemplated hereby and thereby, and the action of such officer in executing and delivering any of such documents, in such form as the County Administrator shall approve, is hereby fully authorized. All actions heretofore undertaken by the County Administrator, the County Attorney and other County personnel in order to facilitate the purchase of the Property are hereby ratified and approved. The County Administrator is further authorized and empowered to execute any subsequent amendments or revisions to any of the agreements, certifications or documents authorized under this Ordinance.

Section 6. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 7. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 8. Effective Date. This Ordinance shall be effective upon its enactment by the County Council of Oconee County, South Carolina.

Done and enacted by the County Council of Oconee County, South Carolina, this ____ day of _____, 2012.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council
Oconee County, South Carolina

ATTEST:

Clerk to County Council,
Oconee County, South Carolina

Date of First Reading: August 14, 2012
Date of Second Reading: September 14, 2012
Date of Third Reading: _____, 2012
Date of Public Hearing: _____, 2012

Exhibit A

Parcel 1 Purchase Agreement

[see attached]

Exhibit B

Parcel 2 Purchase Agreement

[see attached]

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 4, 2012

ITEM TITLE:

Procurement #: ITB 12-02 Title: Prescription Drugs for Detention Center Department: Detention Ctr. Amount: \$100,000.00

FINANCIAL IMPACT:

- Procurement was approved by Council in Fiscal Year 12-13 budget process.
- MULTI-TERM CONTRACTS: Term length: one year with 4 one-year renewals - total five years
Requesting authorization for Administrator to renew agreements through contract term: Yes No
Finance Approval: *Sally Lowery*

BACKGROUND DESCRIPTION:

On August 16, 2012, formal sealed bids were opened for Prescription Drug Services for the Detention Center. Twenty one companies (including seven local pharmacies) were notified of this bid opportunity. Three companies submitted bids, with I.H.S. Pharmacy/Independent Health Services, Inc., of Rainsville, AL, submitting the lowest bid, based on a discount percentage and sample pricing for 15 commonly used medications.

SPECIAL CONSIDERATIONS OR CONCERNS

I.H.S. Pharmacy has been the provider of prescription drugs for the Detention Center for the last five years. During that five year period, the annual amount spent on medications has ranged from \$78,344 to \$160,028. It is difficult to predict the total annual amount of this award. For the FY 12-13, the Detention Center has \$210,000 budgeted for total medical expenses.

ATTACHMENT(S):

1. ITB 12-02 Bid Tab

STAFF RECOMMENDATION:

Staff recommends award of ITB 12-02, Prescription Drugs for the OCDC to I.H.S. Pharmacy of Rainsville, AL, for the estimated annual amount of \$100,000.00. Staff also recommends that the County Administrator is authorized to renew this bid for an additional four years, as long as the amount does not exceed the medical amount budgeted for the Detention Center.

Submitted or Prepared By: *Robyn Courtwright* Approved for Submittal to Council: *T. Scott Moulder*

Robyn Courtwright, Procurement Director

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.

Bidders	CPS			Diamond			I.H.S.		
Address	Wardington, PA			Indiana, PA			Rainelle, AL		
Base Bid: Service	75%			55%			50%		
Base Bid: Bidder Name	10%			17%			18%		
Dispensing Fee Per Prescription	None			None			None		
Consultation/Pharmacist Fee	None			100.00 per visit			None		
Any Additional charges?	NO			NO			NO		
Sample Medication Costs:	***			***			***		
	30-day supply	Annual Cost	Generic	30-day supply	Annual Cost	Generic	30-day supply	Annual Cost	Generic
Utiain	7.00	84.00	Yes	2.75	165.00	Yes	2.58	30.92	Yes
Serquel	40.85	490.20	Yes	70.51	846.12	Yes	16.99	203.88	Yes
Cymbalta	179.97	2,159.65	No	381.58	2,173.72	Yes	179.95	2,101.80	No
Synsack	288.25	4,279.35	No	403.10	4,832.20	No	306.80	4,291.50	No
Augmentin	41.14	493.68	Yes	51.45	617.40	Yes	28.72	344.64	Yes
Lamictal	7.81	93.72	Yes	24.51	294.10	Yes	3.54	42.45	Yes
Truaxcel Swallow Test Safe	101.95	1,223.40	No	63.50	1,110.00	MS	31.85	382.20	Yes
Verelan H-A	35.85	430.20	No	37.34	448.08	No	30.07	360.84	Yes
Kapron	14.45	173.40	Yes	35.00	420.00	Yes	8.24	98.88	Yes
Seodan	125.85	1,510.20	No	117.98	1,415.40	Yes	110.70	1,328.40	Yes
Eliquis-ER	33.57	402.84	Yes	51.58	618.96	Yes	7.45	89.40	Yes
Keon Dye	3.32	39.84	Yes	17.57	210.84	Yes	1.83	22.56	Yes
Dopamine	11.89	142.68	Yes	33.74	404.88	Yes	16.52	198.24	Yes
Nasobon	21.24	254.88	Yes	35.83	429.96	Yes	13.24	158.88	Yes
Novolog 70/30 Insulin	121.37	1,456.44	No	122.54	1,470.48	No	118.80	1,425.60	No
Total Cost of Sample Medications	54,118.72			15,085.70			11,575.32		
60 Pharmacy License?	Yes			Yes			Yes		
Non-Residency (Pharmacy Permit)? County (or Statewide Pharmacy) Registration?	Yes			Yes / Yes			Yes		
Referenced?	Yes			Yes			Yes		
Drug Sample Packaging?	Yes			Yes			Yes		
MA Form Sample?	Yes			Yes			Yes		
Return Policy?	No credit for used, dose adjusted pkg			No credit for used, dose adjusted pkg			No credit for unused		
Insurance	Yes			Yes			Yes		
Certificate of Facility	Yes			Yes			Yes		
Appendix No 1	Yes			Yes			Yes		
Appendix No 2	Yes			Yes			Yes		

Oconee County Millage TY 2012



Ken Nix

Oconee County Auditor



Approval Authority



- OPERATING MILLAGE – COUNTY & SDOC
OCONEE COUNTY COUNCIL
By Ordinance 2012-01, 2012-02, 2012-03
- BONDS – COUNTY & SDOC
AUDITOR

Reassessment 2011



- Estimated 3.5% Appeals - \$12 Million.
- Final Appeals 6% - \$20 Million.

2012 Anticipated Appeals



- Gross Real Property Assessment = \$326 Million.
- Anticipate between 3% to 3.5% Appeals.

Duke Energy



- Decreased \$11.4 Million.
- Industrial Abatement.
- Budget Debacle.



Assessed Value

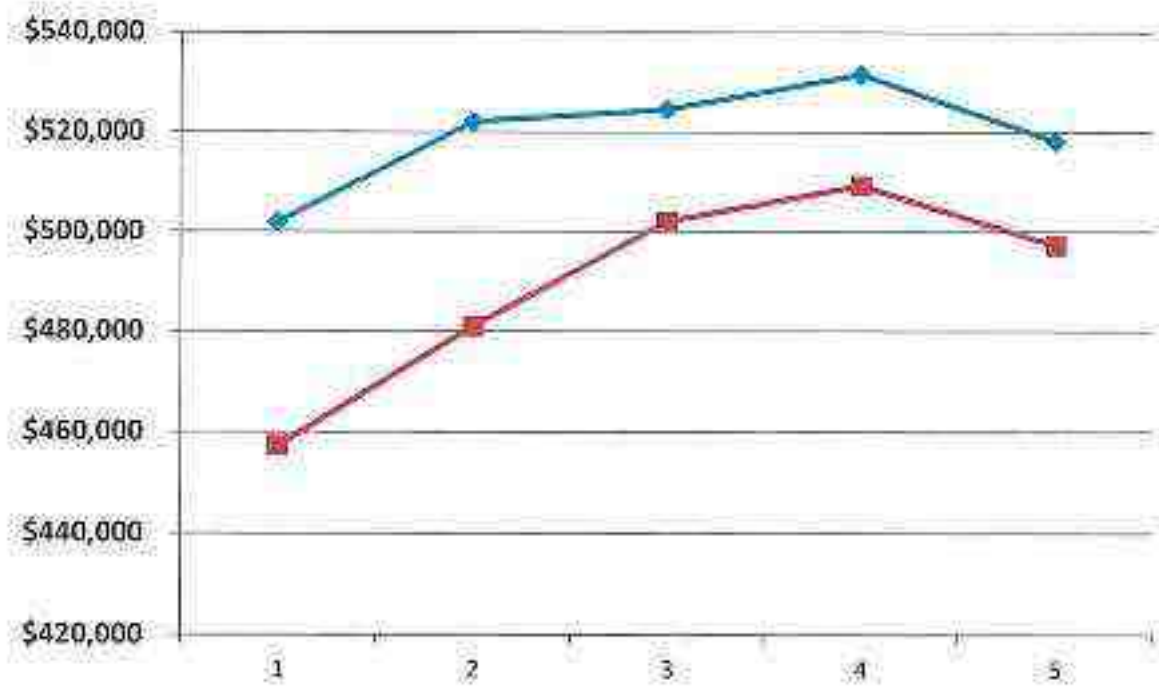
- County - \$496,626,857
 - Co. Mill = \$496,627

- SDOC - \$517,568,857
 - SDOC Mill = \$517,569



ASSESSED VALUE TREND

Tax Year	2008	2009	2010	2011	2012
Percentage	4.1%	4.0%	0.5%	1.3%	-2.5%



SDOC
COUNTY

Assessed Value



- Department of Revenue 32%
- Oconee County Auditor 7%
- Oconee County Assessor 61%



Four Scenarios To Consider

Full Funding



- County Increase of 1.1 Mill.
 - LR = 1% Increase.
- SDOC – Increase of 8.7 Mills
 - Fund PY 2011 Level + \$2 million.
 - IP & PP = 4.8% Increase.
- Total Millage 214.1
- Debt Service – Co. & SDOC – No Change. 37 Mills.

Millage Neutral County Only



- No County Increase.
 - Requires Reduction of \$500,000.
- Legal Residence/ Homeowners.
 - Zero Increase From 2011.
- 6% Real Property and Personal Property
4.2% Increase over 2011.
- Total Millage 213.0

Millage Neutral County - Fund SDOC at LY Level



- Requires \$500,000 Reduction from County.
- Reduction of \$2 Million SDOC.
 - Requires Increase of 4.9 Mills for SDOC.
 - 2.4% Increase to 6% Properties.
- Total Millage 209.2

Millage Neutral Co. & SDOC



- County Reduction of \$500,000.
- Requires Additional \$4.5 Million Reduction Ordinance 2012-02.
 - \$2 Million + \$2.5 Million.
- No Increase in Taxes from PY.

State Comparison by County



ORDER	County	Mill Value (Wealth)	County Millage (NET)	Other Fees (Additional Millage)	County Taxes on \$100,000 Residential Value (NET)	By School District High	County	Mill Value (Wealth)	County Millage (NET)	School District Millage High	School District Low	Multiple School Districts
1	Horry	\$ 2,027,486	45.20	26.0	\$ 284.80	1	Orangeburg	\$ 226,826	124.70	141.80	74.43	3
2	Oconee	\$ 497,205	60.00	2.9	\$ 787.60	2	Beaufort	\$ 1,954,913	47.50	120.60		1
3	York	\$ 1,107,591	62.50	15.0	\$ 902.00	3	Charleston	\$ 2,891,479	53.00	126.50		1
4	Cherokee	\$ 153,023	53.10	1.5	\$ 138.40	4	Horry	\$ 2,027,486	45.20	120.20		1
5	Kershaw	\$ 202,341	73.40	12.5	\$ 339.60	5	Georgetown	\$ 539,397	52.90	133.40		1
6	Beaufort	\$ 1,954,913	47.50	45.8	\$ 383.20	6	Oconee	\$ 497,205	60.00	141.00		1
7	Lexington	\$ 917,831	75.38	19.6	\$ 391.92	7	Calhoun	\$ 59,200	112.50	145.00		1
8	Aiken	\$ 368,000	69.90	0.0	\$ 398.98	8	Colleton	\$ 172,399	113.27	148.33		1
9	Charleston	\$ 2,891,479	53.00	25.0	\$ 471.00	9	McCormick	\$ 40,800	121.00	155.40		1
10	Greenwood	\$ 165,279	61.90	18.0	\$ 421.60	10	Alcorn	\$ 366,000	69.00	168.10		1
11	Darlington	\$ 182,767	71.85	14.1	\$ 430.80	11	Jasper	\$ 65,000	145.00	165.25		1
12	Lancaster	\$ 248,537	83.00	0.0	\$ 427.00	12	Williamsburg	\$ 85,424	160.30	168.50		1
13	Georgetown	\$ 539,397	52.90	28.8	\$ 452.80	13	Union	\$ 61,000	132.50	167.90		1
14	Marlboro	\$ 60,000	100.70	10.4	\$ 172.60	14	Pickens	\$ 442,023	57.00	170.60		1
15	Greenville	\$ 1,864,750	61.30	53.3	\$ 418.00	15	Dillon	\$ 61,790	133.50	173.00		1
16	McCormick	\$ 40,800	121.00	0.0	\$ 484.00	16	Lee	\$ 35,250	188.80	174.50		1
17	Laurens	\$ 167,000	82.00	23.2	\$ 497.00	17	Lancaster	\$ 248,537	83.00	187.10		1
18	Calhoun	\$ 59,200	112.50	0.0	\$ 500.00	18	Berkeley	\$ 687,000	50.00	191.40		1
19	Sumter	\$ 956,267	79.40	34.0	\$ 504.20	19	Chesterfield	\$ 90,000	95.77	201.56		1
20	Anderson	\$ 801,230	84.00	9.0	\$ 506.84	20	Darlington	\$ 182,767	71.85	201.08		1
21	Berkeley	\$ 687,000	50.00	61.0	\$ 509.00	21	Marlboro	\$ 60,000	100.70	205.28		1
22	Marion	\$ 64,906	112.00	0.0	\$ 518.00	22	Sumter	\$ 956,267	79.40	208.00		1
23	Florence	\$ 435,351	81.80	22.3	\$ 525.36	23	Fairfield	\$ 119,939	177.00	213.00		1
24	Pickens	\$ 442,023	57.10	58.6	\$ 527.30	24	Kershaw	\$ 202,341	73.40	215.80		1
25	Dorchester	\$ 480,142	76.30	15.0	\$ 530.60	25	Edgefield	\$ 71,142	98.49	218.73		1
26	Edgefield	\$ 71,142	98.49	10.0	\$ 533.96	26	Marion	\$ 64,906	112.00	220.00	176.00	3
27	Chesterfield	\$ 90,000	95.77	16.8	\$ 534.78	27	Barnwell	\$ 50,779	135.00	220.10	194.60	3
28	Saluda	\$ 50,528	134.60	0	\$ 538.40	28	Chester	\$ 87,141	138.20	222.40		1
29	Abbeville	\$ 56,700	94.80	18.0	\$ 540.19	29	Cherokee	\$ 151,922	83.10	235.10	198.50	2
30	Newberry	\$ 113,283	135.00	0.0	\$ 556.00	30	Abbeville	\$ 56,700	94.80	236.50	201.10	2
31	Orangeburg	\$ 226,826	124.70	16.0	\$ 562.80	31	Laurens	\$ 167,000	82.00	241.90	162.50	1
32	Bamberg	\$ 37,620	128.70	14.7	\$ 573.60	32	Anderson	\$ 801,230	84.00	244.10	162.00	6
33	Union	\$ 61,000	132.00	14.9	\$ 591.20	33	Newberry	\$ 113,283	135.00	245.00		1
34	Dillon	\$ 61,790	133.50	0.0	\$ 639.00	34	Greenwood	\$ 165,279	61.90	247.30	223.50	1
35	Barnwell	\$ 50,779	138.00	38.0	\$ 692.00	35	Clarendon	\$ 95,605	143.50	250.60	121.00	3
36	Lee	\$ 35,250	168.50	0.0	\$ 694.00	36	Dorchester	\$ 480,142	76.30	267.40	213.90	2
37	Fairfield	\$ 119,939	177.00	0.0	\$ 700.00	37	York	\$ 1,107,591	62.50	272.00	223.40	4
38	Chester	\$ 87,141	135.20	42.2	\$ 709.60	38	Florence	\$ 435,351	81.80	278.80	194.30	5
39	Jasper	\$ 65,000	145.00	39.0	\$ 712.00	39	Allendale	\$ 18,968	218.50	288.00		1
40	Colleton	\$ 172,399	113.27	50.3	\$ 715.28	40	Saluda	\$ 50,528	134.60	296.20	154.30	1
41	Clarendon	\$ 95,605	143.50	42.4	\$ 768.00	41	Greenville	\$ 1,864,750	61.30	300.20	162.50	3
42	Richland	\$ 1,418,000	105.30	16.6	\$ 769.60	42	Spartanburg	\$ 456,267	79.60	300.20	162.50	3
43	Sumter	\$ 256,800	176.80	22.5	\$ 797.20	43	Hampton	\$ 47,573	100.00	306.00	220.00	2
44	Hampton	\$ 47,573	100.00	21.0	\$ 844.00	44	Bamberg	\$ 37,620	128.70	341.80	302.90	2
45	Allendale	\$ 18,968	218.50	0.0	\$ 876.50	45	Richland	\$ 1,418,000	105.30	346.40	274.30	3
46	Williamsburg	\$ 85,424	160.30	24.2	\$ 909.00	46	Lexington	\$ 917,831	75.38	372.72	175.21	5

Highpointe / Pointe West



- 2012 Bond Payment.
 - \$342,490
- Current Anticipated Tax Revenue.
 - \$872,000



CITY MILLAGE KEOWEE FIRE DISTRICT

8/28/2012

City	2009/2010	2010/2011	2011/2012	2012/2013	2012 % Change
Salem	32.4	32.4	32.4	32.4	0.00%
Seneca	52.3	52.3	52.3	52.3	0.00%
Walhalla	84.0	84.0	84.0	84.0	0.00%
West Union	41.3	41.3	42.0	45.0	7.14%
Westminster	90.7	90.7	90.7	90.7	0.00%
Keowee Fire	14.5	14.4	14.5	14.5	0.00%



QUESTIONS

Some critical facts regarding the operational budget...



Local Operational Funding in SDOC

Local Support	2009-10	2010-11	2011-12	2012-13
Local School District Funding	40,425,054	40,425,054	40,425,054	42,006,424
School Operations Millage	111.4	107.1 (-4.3)	101.4 (-5.7)	110* (+8.6)

* Projected

Employee Count: Greatest SDOC Expenditure (and Resource)

SDOC Employees	2010-11	2011-12	2012-13	Change in FTE/2 Years
District Services *FTEs	121	113 (-8)	104 (-9)	-17
Schools *FTEs	1455	1440 (-15)	1419 (-21)	-36
Total *FTEs	1576	1553 (-23)	1523 (-30)	-53

* FTE = Full Time Equivalent Employees

Fund Balance: A Balancing Act

Historical Reserves	2009-10	2010-11	2011-12	2012-13
General Fund Balance	\$23,643,550	\$25,718,227	\$22,407,695*	\$18,564,528*
Difference in Balance		+\$2,074,677	-\$3,310,532*	-\$3,843,167

* Projected

Typical cost of increase in school taxes for operations

Property Value/Type (Assessment Rate)	Tax Increase
\$200,000 owner occupied home (4%)	\$0
\$20,000 Vehicle (6%)	\$10.32
\$200,000 Rental Property (6%)	\$103.20
\$500,000 second home/non-resident (6%)	\$258.00
\$1,000,000 business property (10.5%)	\$903.00

Education is an expensive endeavor, but a critically important element in our representative democracy. Henry Peter Brougham said, "Education make a people easy to lead, but difficult to drive; easy to govern, but impossible to enslave."

Oconee County, South Carolina
 Approved Millage Rates for fiscal Year 2012-2013

	Incorporated Mills	Unincorporated Mills
I. County		
County Operations	58.9	58.9
Fire -unincorporated	N/A	2.9
Economic Development	1.0	1.0
Bridges/Culverts	1.0	1.0
County Refunding Bond	1.1	1.1
County Detention Center	4.9	4.9
Tri County Operations	2.1	2.1
Total County	<u>69.0</u>	<u>71.9</u>
II. School		
School Operations	<u>110.1</u>	<u>110.1</u>
School Bonds:		
2003 Refunding	4.4	4.4
2004 Refunding	2.8	2.8
2006 School	2.2	2.2
2007 School	2.8	2.8
2009 A School	1.1	1.1
2009 B/98 School	0.7	0.7
2009 C School	2.5	2.5
2010 School	1.7	1.7
2011 School	1.0	1.0
2012 School	11.8	11.8
Total School Bonds	<u>31.0</u>	<u>31.0</u>
Total School	<u>141.1</u>	<u>141.1</u>
Grand Total Mills	<u>210.1</u>	<u>213.0</u>

Proposed by:


 Kenneth E. Nix
 Oconee County Auditor

Approved by Oconee County Council
 September 04, 2012


 Joel Thrift
 Oconee County Council Chairman

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: Sept. 4, 2012
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Formal Presentation of proposed Oconee County Millage for Tax Year 2012

BACKGROUND DESCRIPTION:

Millage approval required to fund FY 2013 for 1) Oconee County and The School District of Oconee County operational budgets to include Tri-County Tee and other such special projects such as Economic Development and Bridges and Culverts 2) and bond payments for the County and SDOC.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

N/A

FINANCIAL IMPACT [Brief Statement]:

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

Approved by: Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:


Approved by: Grants

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

Millage is set in September to provide tax calculations for timely processing of tax notices beginning in October as set forth by the SC Department of Revenue.

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.

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 4, 2012

ITEM TITLE:

Title: **VEHICLES FOR SHERIFF'S OFFICE**

Department(s): **SHERIFF**

Amount: **\$203,992.00**

FINANCIAL IMPACT:



Procurement was approved by Council in Fiscal Year 12/13 budget process.



COOPERATIVE PROCUREMENTS: State Contract #: 4400002990, 4400002966, 4400004322

Finance Approval: *Sally R. Lavery*

BACKGROUND DESCRIPTION:

Sheriff's fleet vehicles necessary for fiscal year 2012-13 operation include (5) five 2013 Chevrolet Caprice PPV Flex-fuel sedans with pursuit package, (2) two 2013 4x2 Chevrolet Tahoe, with pursuit package, and (1) one 2013 Chevrolet Silverado 1500 Flex-fuel, ½ Ton, 4x4, extended cab truck. The new vehicles will replace high-mileage vehicles currently used in the Sheriff's fleet. The vehicles being replaced will be sold as surplus on GovDeals.com or replace older vehicles used in other County departments.

The previous fleet vehicles purchased were Ford Crown Victoria sedans; which have been discontinued and are no longer available. Upon demonstrations, research, and evaluation including maintenance issues/costs, the Sheriff's Office deemed the Chevrolet Caprice PPV model most beneficial to their departmental operation. The Fleet Maintenance Director also approves this purchase.

SPECIAL CONSIDERATIONS OR CONCERNS:

ATTACHMENT(S):

1. SC State Contracts
2. Spreadsheet totals

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve purchase of Sheriff's fleet vehicles to Love Chevrolet, of Columbia, SC, in the amount of \$203,992.00, per State Contract numbers 4400002990, 4400002966, 4400004322.

Submitted or Prepared By:

Robyn Courtight
Robyn Courtight, Procurement Director

Approved for Submittal to Council:

T. Scott Moulder
T. Scott Moulder, County Administrator

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

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

	Item Total	Qty.	Total
2013 Chevrolet Caprice PPV, Flex fuel, with pursuit pkg	\$ 25,782.00	5	\$ 128,910.00
2013 Chevrolet Tahoe, 4x2, with pursuit package	\$ 24,210.00	2	\$ 48,420.00
2013 Chevrolet Silverado 1500, Flex fuel, 1/2 Ton, 4x4 Extended Cab	\$ 24,262.00	1	\$ 24,262.00
Subtotal			201,592.00
Sales Tax	300.00	8	2,400.00
TOTAL	\$		203,992.00

Stacy Langdale, Procurement Manager
E-Mail: slangdale@mmtc.sc.gov
Telephone: (803) 737-4375

Materials Management Office
1201 Main Street, Suite 600
Columbia, South Carolina 29201

Section: V
Page: 6
Date: 11/01/11

**SEDAN, FULL SIZE, REAR WHEEL DRIVE, PURSUIT PACKAGE,
FLEX-FUEL**

Contract No:	4400004322	Current Contract Term:	11/01/11 – 10/31/12
Model:	Chevrolet Caprice	Commodity Code:	07105
Contractor:	Love Chevrolet Company PO Box 8387 Columbia, SC 29202	Contact Person:	Donna Casey
		E-Mail:	dcasey@loveauto.com
Telephone:	(803) 794-9004 ext. 7	Fax:	(803) 926-7467
Delivery:	150-180 Days ARO		

5

Base Price: \$ 25,782

ADDS:

NONE

DEDUCTS:

Engine from Fuel Injected V-8 to a V-6	\$ 100.00
Spotlight, Pillar Mounted	\$ 350.00

Click link below for an itemized listing of items included in the "Base Price":

SEDAN, FULL SIZE, REAR WHEEL DRIVE, PURSUIT PACKAGE

[Link to "Law Enforcement Vehicle Index"](#)


TRUCK, 4 X 2 UTILITY (SUV), FULL SIZE, 4 DOOR, PURSUIT PACKAGE, FLEX-FUEL

Contract No:	44000002966	Current Contract Term:	11/01/10 - 10/31/11
		Order Rollover Dates:	11/01/2011-10/31/2012
Model:	Chevrolet Tahoe PPV	Commodity Code:	07180
Contractor:	Love Chevrolet Company PO Box 8387 Columbia, SC 29202	Contact Person:	Donna Casey
		E-Mail:	dcasey@loveauto.com
Telephone:	(803) 794-9004 ext. 7	Fax:	(803) 926-7467
Delivery:	90-120 Days ARO		

Base Price: **\$24,210**

ADDS:

NONE



DEDUCTS:

NONE

Click link below for an itemized listing of items included in the "Base Price":

TRUCK, 4X2 UTILITY, PURSUIT PACKAGE, FULL SIZE, 4 DOOR, FLEX FUEL

[Link to "Law Enforcement Vehicle Index"](#)

Cheryl Patrick, Procurement Manager
Email: cpatrick@mmpo.sc.gov
Telephone: (803) 737-5717

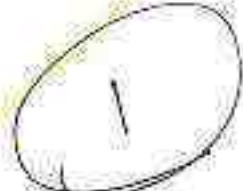
Materials Management Office
1201 Main Street, Suite 600
Columbia, SC 29201

Section: V
Page: 8
Date: 11/01/10

TRUCK, PICK-UP, 1/2 TON, 4X4, EXTENDED CAB, FLEX-FUEL

Contract No: 4400002990
Current Contract Term: 11/1/2010-10/31/2011
Contract Rollover Dates: 11/1/2011-10/31/2012
Model: Chevrolet 1500
Commodity Code: 0704810100
Contractor: Love Chevrolet
PO Box 8387
Columbia, SC 29202
Contact Person: Donna Casey
E-Mail: dcasey@loveauto.com
Telephone: 803-497-2275
Fax: 803-926-7467
Delivery: 90-120 Days ARO

Base Price: \$24,262



ADDS: - None -

8' Body	\$ 1,121.00
Larger Axle Ratio (Specify Ratio X26)	\$ STD
265/75R Tires to Fit Std. Factory Rim (16" or 17") "E" Load rating (ALL TERRAIN)	\$ 185.00
DNR AUXILIARY POWER CONNECTION (see spec page and attached diagram)	\$ 190.00
Crew Cab (4-conventional doors)(requires larger engine)	1374.00
Larger Engine (5.3 L V-8)	776.00