



PUBLIC COMMENT

SIGN IN SHEET

Tuesday, September 3, 2013

6:00 PM

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

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

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

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

PRINT Information Below

	FULL NAME	AGENDA ITEM FOR DISCUSSION	NON-AGENDA ITEMS
1	Lyn Morrey	presentation	
2	Randy B. Christ	General County Bus.	
3	John Morrey		Award
4			
5			
6			
7			
8	BEIT ADAMS	2012-17	
9	Tetal Patel	2012-17	As Inv
10	Nitesh Naik	2012-17	
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

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.



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Petition to Prevent Federal Infringement on our Second Amendment Rights

WE, THE CITIZENS OF OCONEE COUNTY, SOUTH CAROLINA, PETITION THE OCONEE COUNTY COUNCIL TO ENACT A RESOLUTION THAT WILL PREVENT FEDERAL INFRINGEMENT ON THE RIGHT TO KEEP AND BEAR ARMS, NULLIFYING ALL FEDERAL ACTS IN VIOLATION OF THE SECOND AMENDMENT TO THE CONSTITUTION OF THE UNITED STATES.

Name

Address

SAM McClung

OCONEE Co.

Sam J

Oconee Co.

John F. Gault

OCONEE Co.

Michael J. Gault

OCONEE CO.



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<u>Name</u>	<u>Address</u>
<u>Kyle Phin</u>	<u>407 forest Acres circle Waltham SC 29691</u>
<u>Clifton Roach</u>	<u>226 Paula Dr Seneca SC 29678</u>
<u>James R. Mcalister Sr</u>	<u>4036 safety Harbor Rd West Union SC 29686</u>
<u>Billy Mcalister</u>	<u>226 mountain Springs Rd West Union SC 29696</u>
<u>Brandon Whitfield</u>	<u>4024 Safety Harbor Rd West Union SC</u>
<u>Steven arver</u>	<u>214 Rock crusher Rt waltham sc</u>
<u>Lisa Dourick</u>	<u>4024 Safety Harbor Rd West Union SC 29696</u>
<u>Fredrick J Mcalister</u>	<u>4071 safety Harbor Rd west union SC 29696</u>
<u>Tommy C. Mcalister</u>	<u>610 Quite Hollow DR. WEST UNION SC</u>
<u>Jamies M Mcalister</u>	<u>610 Quite Hollow DR. WEST UNION SC</u>
<u>Billy Mcalister</u>	<u>4044 SAFETY Harbor Rd west union SC 29696</u>



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Name Address

Monique H. Ruzickas 117 W. N. 3rd St Seneca, SC 29678

Jacqueline Ditz 106-C Field Village Dr. Seneca, SC 29678

Robert Vaughn N/A

Shantay Alberta 325 W. Bryant Rd W. Union SC

D. J. 1023 E. TALLESSER DR. SENeca, S.C. 29672

Chelsea K Hunt 202 W. G. W. Walker

Vella F Hunt 186 Hunt Rd Seneca SC

Brenda Young N/A

Matalie Prans

Sharon Young N/A



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Name

Address

ILONA SARVER 501 S. TOWNVILLE ST. Seneca

Diane Rogers 104 McNair Dr. Westminister

Erika Sears 410 Fernwood Dr. Seneca

Shannon Browning 309 Meadowridge Dr. Salem

Leslie Carol Deal 1104 Lake View Rd - Walhalla, SC

Kim Brock 405 Cornelia Ave Westminister

Jainee Paul 140 Logan Hill Rd Seneca

A Todd [Signature] 105 [Signature] Blvd Seneca

GARY LOGAN 732 KNOX RD. SENECA, S.C. 29672

Kathy Logan 732 Knox Road Seneca SC 29672

G. Scott Logan 132 Logan Hill Rd. Seneca, S.C. 29672

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Name

Address

Janice Mitchem

213 Jana Dr. Walhalla SC 29691

Greg Mitchem

213 Jana Dr Walhalla SC 29691

Sonyia Mitchem

730 Knox Rd Seneca SC 29672

Josh Mitchem

730 Knox Rd. Seneca SC 29672

Blank lines for additional signatures and addresses.



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Name

Address

John Shirley 299 J Shirley Ln. Seneca SC 29678

Thomas M. Lopez 842 Robinhood Dr. Walhalla, S.C. 29691

Harold Holbrook 170 Holbrook Cir. Westminster S.C. 29688

Tanya D. Rhobler 359 Sitter Mill Rd Seneca SC 29678
108 TERRACE MEADOWS DRIVE

Donna Linsin SENECA, SC 29672

Larry Linsin 108 TERRACE MEADOWS DRIVE
SENECA, SC 29672



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Name

Address

Joseph JONES 520 The PINES DR, Mountain Rest, SC 29664

Larry Hargis 220 Apollo Dr., Seneca, SC 29672

Angela Alexander 698 Mill Place Dr, Tamassee, SC 29686

Chad E Whitmire 321 Tamassee Knob Rd. Tamassee, SC 29686

Sheldon Singer 36 Mizzen Lane Saluda SC 29676

TED METEL 180 CHEDICE VALLEY RD. TAMASSEE SC. 29686

Barbara Crowder 180 Chedice Valley Rd. Tamassee SC 29686

Tom Moran 304 Geraldine Dr Walhalla SC 29691

Chris Connolly 207 Zulu Dr Westminster, SC 29693

Stephanie Connolly 207 Zulu Dr Westminster, SC 29693

Nancy Schweny 1115 W. South Broad St. WALHALLA SC 29691

D. H. 305 Cherokee Lake Rd. Tamassee S.C. 29686



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Name _____ Address _____

Curtis W. Dancy 180 EVA FRANK CREEK WESTMINSTER

Sherry Nicholson 258 Dickson Rd Seneca SC 29672

Gamma Hungerville 236 Stamp Creek Rd. Salem, SC 29676

Richard Hungerville 236 Stamp Creek Rd. Salem SC 29676

Bill Baird 15 Cornerton Pass Simpsonville SC 29682

Alicia Brock 15 Cornerton Pass Simpsonville SC 29682

Chas M. Meyer 102 Head Rd Long Creek SC 29658

[Signature]

[Signature]



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Name Address

Matt Carter 301 wilderness Rd Fair Play, SC, 29643

Rob Brown 2650 NE 63rd St Ocala, FL, 34479

Anton M. Wright 521 Playground Rd Walhalla, SC

David M. Wright 521 Playground Rd Walhalla, SC

Robert [unclear] RFA N. Hwy 11

Greg Simes 706 Windace Dr Seneca SC 29672

Andrew Gilbert 311 Poplar Springs Rd Westminster, SC

Travis Wallace Crowe 310 Crowe Seneca SC 29672

JOSH MICHAEL CROWE 113 WINDY HAYES RD, 29686

Tyler Davies 15 Stonegate Drive, Seneca, SC 29678

Rian Sheehan 519 East Pookins Creek RD, Seneca SC, 29672

DAVE STEIN 169 STANIL RD Liberty SC 29657

George Mock 1230 Melton Rd West Union SC 29696

Mark C. Moore 8942 Dorchester Ct. Fort Myers FL, 33907

Gannon Mark 1721 Malta Rd Liberty SC 29686



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Name _____ Address _____

Billy Sellers 133 Stamp Creek Rd SALEM SC 29676

Alan Sanders 235 Snow Creeks Church Rd Seneca SC 29678

Josh Dobbins 306 Wickliffe Ln West Union, SC 29696

Bill Wech 125 Wynward Pte. Dr SALEM SC 29676

Sarah G. Shuler 3003 S. Hwy 11, Walhalla, SC 29691

Christina Wood 193 Grant mill Rd Salem SC 29676

Corey Wood 193 Grant mill Rd Salem SC 29676

Carla C. Yuck 185 Grantmill Rd. Salem SC 29676

Richard Hungville 239 Stamp Creek Rd SC. 29676.

Case Ramirez Jr 1441 W. Main St West Union SC. 29696

Karen Andes 142 Vandaun Lane Anderson, SC 29625

Mark Beard 1003 Robert P Seanes R Eastley SC 29640

Cheryl Moore 8942 Dorchester St, Ft. Myers, FL 33901



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Name

Address

Jimmy Harris

234 Dixie Salem



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Name Address

DAN DWEN 18 QUAIN DR
SALEM, SA 29676

Jill Crowe 12118 Friendship Loop
Seneca SC 29678

Daniel Crowe 12118 Friendship Loop
Seneca S.C. 29678

Tom Moran 304 Geraldine DR Walhalla
SC 29691

Belvin Hill 18 Cove Dr
Salem SC 29676

Brian Smith 530 Three Oaks Dr
Seneca SC 29672

Renea O'Sheal 168 Capps Rd
Westminster SC 29693

William T Gaillard PO Box 1124
Easley SC 29440

JOAN CRAIG WATERS 134 Petunia Dr.
Easley S.C. 29640

Kelley Potter 231 W. Main St Salem, SC 29676

Nickolas Bennett 854 Issaqueena Trail Apt 502
Central SC 29630

Travis Popham 921 Chambers Hill Rd
Seneca, SC 29672



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Name Address

William + Harry 207 PALMER LANE WESTMINSTER
SC 29693

Shane Smith 705 S. CATHERINE ST WALKHALLA
SC 29691

James T. Muller WALKHALLA SC 29691

Jeff Jones WALKHALLA SC 29691

Ta Butt WESTMINSTER S.C. 29693

John Clayton Salem, SC

Erin Hiler Seneca SC

Ray Hiler SENECA, SC

Dana Beaty Walkhalla SC

~~XXXXXXXXXXXX~~ ~~XXXXXXXXXX~~

Shane Litson Seneca SC

KEVIN A. JORDAN SENECA SC



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Name Address

Jessica Gaston Seneca, SC

George Gaston Seneca SC

Shawn Irvin Walhalla, SC

BLOIBON FAIR PLAY S.C.

Chris Maco Seneca SC

~~W.D. [unclear]~~ Michael Laddon Clemson SC

~~[unclear]~~ Walhalla SC

Stephanie Bridger Walhalla SC

Sylvia J. DeVita Mtn. Rest. SC.

~~[unclear]~~ Mtn. Rest SC

Sheldeneinger Salem SC

Clayton Roach JR Seneca SC.



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Name _____ Address _____

Donald Shirley Seneca SC 29678

[Signature] Walhalla S.C. 29671

Cody Schipper Seneca SC 29678

Matthew Cox Seneca SC 29676

[Signature] Sunset, S.C. 29685

Matt Ewalt Seneca, SC 29678

Elizabeth Calhoun Walhalla SC 29691

Jerry Shawlings West Union S.C. 29696

Angela P Thomas walhalla SC 29691

Debbie Busch Seneca, SC 29672

[Signature] Seneca, SC 29672

Bucky O'Shea Westminster 29693



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Name

Address

- Rainela H Ash 9 Newark Ave. Goose Creek SC 29445
- Charles R. L. 9 Newark Ave Goose Creek 29445
- Debbie Kinzer 150 Fern Springs Way Salem, SC 29676
- A. Hunter 12 Deerfield Rd Greenville SC 29607
- T. [unclear] 340 Freedom ^{Trail} West Union SC 29696
- Greg Sheehan 191 Shagbark Ln. Seneca SC 29678
- Valerie Pelt 191 Shagbark Ln. Seneca SC 29678
- [Signature] 175 Briarview Lake West Union 29696
- Travis Perkins 250 Holly Branch Rd. Westminster S.C. 29693
- David L. Tanner 133 Canby Dr Westminster SC 29693
- MICHAEL HAMOR 150 HAMOR POSSE DR. MT. REST, SC. 29664
- Alvin Bailey 132 Senic plaza Dr West Union SC 29696



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Name

Address

WAYNE BRACKEN 1306 Ashby PKA Anderson

Dawick Young Lee Oakes

James B. Moody

Brandon Young

Sam Benham

K-D Cellars

Shauna McInnon

John Henderson

Phil K

Linda Marcus 1503 Greenfield Westminster, SC

Osmondia Loggott Texas



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Name

Address

Curtis A. Smith 18001 Mallard bend Rd.

Grandio Dichter

Josh Alexander

Proxima Prans 355 Crowe Creek rd Six Mile

John Higgins 372 Pickett Post Rd

Scott BANNER Seneca SC 29678

NORM OLSIEN 121 EMERALD RD, SENECA, SC, 29678

Roy E. MURDOCK 209 Apollo Dr., Seneca, SC 29682

SUE LATHROP 210 TRIBOS DR, SC

Debbie Smith June Marie Drive Wallhalla SC

Mike Smith June Marie Drive Wallhalla SC



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Name

Address

Steve + Sandra Mickler 305 Brandy Lane Pukers S.C. 29671

July B. D. 310 Eastern Lane Seneca SC 29678

Robert Ramey 325 Tiger Paw Ln Westminster, SC

LAURA DOWNING 114 CEDAR CREEK LN, SENECA, SC 29678

BILL DOWNING 114 CEDAR CREEK LN, SENECA, SC 29678



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Name	Address
David A Powell	N/A
[Signature]	Winchester Dr
Thomas Young	N/A
Eugene [Signature]	453 ESTAMP CR. RD. SPURRY SC
Ashley West	825 Nix Rd Seneca SC
Rhonda [Signature]	N/A
Paul M Blackwell	120 Rabbit trail Rd
[Signature]	1218 friendship Loop Dr
[Signature]	" " " "
[Signature]	N/A
Tanya [Signature]	N/A



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Name

Address

TERRENCE J. BROOKS 2049 HWY 58 SE LEROY, KS 66857

RONNIE E. STEPHENSON 713 ALPINE DRIVE SENECA, SC 29672

ROY MARCENALL PO BOX 1115 WALHALLA, SC 29651

Michael W Osalome 115 Ricks RD FAIRPLAY SC 29643

WALTER HANCOCK 131 N MECHANIC ST. PENNINGTON SC 29670

LARRY MORRIS PO BOX 347 WESTMINSTER SC 29693

Mitch Ladd PO Box 962 Walhalla SC 29691

JOHN MORGAN 417 DEN RIDGE DR. Walhalla SC 29691

WILLIE 110 TSALI DR M T. Rest 29664

RALPH HOCKING 145 DODD FARM RD SENECA 29672

Keith Sheriff POB 1855 Seneca SC 29699

James D. Young 308 Wickliffe Ln West Union 29696



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Name _____ Address _____

Monica D Young 308 Wickliffe Ln. West Union, SC
SALOM SC 29676 29694

Robert E. Phelps 121 HUNTERS RIDGE

Theresa Phelps PO Box 66 SALOM SC 29676

Jeff Stratton 789 Numbury Cir. Westminster 29693

Keisha C. Burrows 252 Main View Pt., Sumner, SC 29172

Robb, Acres 161 McMahon Rd West Union SC 29696

Bob Snide 207 - S. PERRY SALOM 29676

He Call 120 N BLACKBURN Rd Westminster SC 29693

L. J. Chamberlain 2 COXSODAIN Pt. Salem SC 29676

Berry Nichols 211 West Park Dr West Union S.C
29691

Billy Medister 226 Mountain Springs Rd West Union SC
29696

D. Marion Alford 510 E MAIN ST. West Union SC 29696



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Name

Address

- John T. Lad 121 9th Randall Cir Seneca Westminster S.C.
- Dottie Sue Wiggart 514 Paradise Spoke W
- Susan Wiley 585 Fleet Shoals Rd. Walhalla SC
- Chad Smith 455 W. Kistake Ch Rd SENeca SC.
- Joseph F. Waldman 198 Bitterley Lane SALEM SC 29676
- Randall Browning 296 Oconee Str Rd Walhalla SC 29691
- Beechleaf Street 168 CAPPERD. WESTMINSTER 29688
- Sherry Crunkleton 450 Hillway Ln Salem SC 29676
- Bob Crunkleton 450 Hillway Ln Salem S.C. 29676
- Jack T. Collins 411 CLEVELAND PIKE Rd Westminster SC 29683
- Robert Dale Land 215 Lutter Land Rd Seneca SC 29692
- Wayne Fouch 337 Rocky Knoll Rd. WALHALLA, SC 29671



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Name _____ Address _____

Marilyn Morrey 725 Danas Drive, Mountain Rest, SC 29664

JOHN MORREY 725 DANAS DR. MOUNTAIN REST, SC 29664

Beth Seyler 485 Sub Gecky Rd Mtn Rest SC 29664

[Signature] 130 Chamille Shoals Trail, Mtn Rest, SC 29664

ROBERT M Lowery 195 W HETSTONE CORNERS RD. 29664

David C. Rowley 195 Whitstone Corner Rd. Mtn Rest, SC

Shirley Gibson 202 Playground Rd Wallalla SC 29691

Mack R Moore 110 Coppermine Rd Mtn Rest Mountain Rest 29664

Barbara E. Whitson 358 S. DeWitt Rd Mtn Rest, SC 29664

Charles A. Morley 10200 Highland Hwy Mtn Rest S.C. 29664

Henry Kanning 609 South Acorn Way Santee SC 29671

Dorothy Ernst 628 J State Park Rd, Mt. Rest SC 29664



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Name _____ Address _____

Don Seigner 2170A T Grover Rd. Westminster SC

Ronald Nye 311 S Lowingood Ave Walhalla, SC

Alvin Rush 122 Robins Dr West Union SC

Danny Martin - 209 E.S. 7th St. Seneca SC

Allison Moore - 209 E. South 7th St., Seneca SC 29678

Naved Jowery 840 Whispering Pines L.W. Mtn. Rest 29664

Tasha Lawrence " " " "

Shawn McCracken " " " "

Andy Macher 2017 Ridgewood Ln Seneca, SC 29678

Mitch Craig 123 Cedarview Farm Seneca SC 29678

STEPHEN COLLINS 800 STREBLING SHOAL SRD 29691

JAMES WILSON 942 BURN TANYARD RD 29676



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Name Address

- STEPHEN B. CANTRELL
- ~~John P. Doherty~~ 400 N. CATHERINE ST., WALHALLA, SC 29691
- Michelle Cannon 6825 Highlands Hwy Mtn. Rest SC 29664
- Michelle Cannon 6825 Highlands Hwy Mtn. Rest. SC 29664
- Sinda Webb 295 E. Reedy Fork Rd Seneca, SC 29678
- Anna Smith 264 Delta Drive Westminster. SC 29685
- Steph Albright 1132 Briarwood Dr. Seneca SC
- Cady Spence 110 Box Cove RD Seneca SC
- Guy McCall 230 Owens Farm DR. Walhalla SC.
- Cady Spence 110 Box Cove R.D. Seneca SC
- Zachary McCall 230 Owens Farm DR. Walhalla SC.
- Larry E Taylor 226 Lakeside Dr, Walhalla SC
- Kenii [Signature] 182 Fieldcrest Dr, Central SC
- [Signature] 103 Princess Caroline St, Clemson, SC



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Name

Address

BERNARD DOD 148 GREENFIELD RD WESTMINSTER

LARRY JUSTICE 1212 ANDERSONVILLE Rd, Townville SC

Kenny Clarke 306 East Main St Walhalla SC

Doug Hedden 525 Hwy 107 Mtn Rest S.C.

Amanda Hedden 525 Hwy 107 Mtn Rest S.C.

John Kovacs 905 Cheddar RD Belton

Sheila DeAngelis 10 Hardy ST Williamston

Jim Stone 348 Dickard Rd, Seneca, SC

Vance Jones 535 Gnats Hollow Rd, Mtn Rest, SC

Ray F. Hiler 961 AVONDALE DR SENECA, SC.

Maranda McCall 289 W. Harris Rd. Walhalla SC 29691

Bradley McCall 289 W. Harris Rd. Walhalla SC. 29691



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WE, THE CITIZENS OF OCONEE COUNTY, SOUTH CAROLINA, PETITION THE OCONEE COUNTY COUNCIL TO ENACT A RESOLUTION THAT WILL PREVENT FEDERAL INFRINGEMENT ON THE RIGHT TO KEEP AND BEAR ARMS, NULLIFYING ALL FEDERAL ACTS IN VIOLATION OF THE SECOND AMENDMENT TO THE CONSTITUTION OF THE UNITED STATES.

Name

Address

Diane Martin 301 Winding Ln Seneca SC 29672

Dorothy Bottoms 165 Bottoms Dr, West Union, SC 29696

Virginia Jewel 317 Ebenezer Rd West Union SC 29696

Elaine Leary 124 The Mahan Rd West Union SC, 29696

Joseph Perwitz 220 Jay Jay Rd West Union SC 29696

Sharon Findley 325 Ebenezer Rd West Union SC 29696

Martha Findley 325 Ebenezer Rd West Union SC 29696

Willard Adams 410 Ebenezer West Union SC 29696

Joan Ashburn 410 Ebenezer West Union SC 29696

Kim Allen 410 Ebenezer Rd West Union SC 29696

Wendy Morgan 575 Wolf Stake Ch. Rd. Seneca, SC 29672

Ralph Morgan 575 Wolf Stake Ch. Rd Seneca, SC 29672



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Name _____ Address _____

Louis Clement 150 Jennings Rd. West Union, SC 29696

Theresa Clement 150 Jennings Rd. West Union, SC 29696

Matthew Clement 1321 De. son vs Rd. west union SC 29693

Brittany Clement 150 Jennings Rd West Union SC 29696

Robert Lee Clement 162 Jennings Rd West Union SC 29696

Neil Clement 162 Jennings Rd West Union, SC

Chris Clement 350 STEWART Rd WAHALLA, SC

Mildred Chastain ws 4th street, Seneca, SC

Phillip Price 127 Jennings Rd West Union, SC 29696

Jean Jennings 215 Jay Jay Rd West Union, SC 29696

Rebecca Petroska 246 Jay Jay Rd West Union SC 29696

Robin D. Phipps 246 Jay Jay Rd West Union, SC 29696

Call Petroska 246 JAY JAY RD West Union, SC 29696



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Name Address

Keith Massey 180 Hornick Dr
Seneca, SC 29678

Nathaniel Massey 180 Hornick Dr
Seneca, SC 29678

LARRY SCHRADER 119 Cottonwood DR.
Seneca SC. 29678

John Conway 1300 Walnut Hill Dr

Julie 45111 SC 29140

Zachary Massey 180 Hornick Drive

Seneca, SC 29678

Wendy Boxer Fair Play SC 29678

440 Dymallye Rd
Timbersee SC 29686

882 Westwood Way Dr
Seneca SC 29672

Ronald V. Ryan 712 Beech Drive
Seneca, S.C. 29678

805 S Oak St
Seneca SC 29678

227 Franklin St
Seneca SC 29678

1120 Hwy 59
Seneca SC 29678
Fair Play

Melinda Hollands



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Name _____ Address _____

- M. K. Hollings 103A Ranger Dr. Seneca, SC 29678
- Roy L Harris 108 Hornick Dr. Seneca, SC 29678
- Juanita Harris 108 Hornick Drive Seneca, SC 29678
- Paul A. Dea Lopez 17005 Beckwith Dr. Seneca 29672
- Frank D. Nelson 805 Sock St Seneca, SC 29629
- Jeff Ranz 111 Clyde Orenshaw RD 29672
- Heath Hall 802 E. Grady St, Seneca, SC 29678
- Brend Martin 315 Valley Dr. Walhalla, SC 29684
- _____
- _____
- _____
- _____



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Name _____ Address _____

William E. Lee 601 W. Main St. Walkalla, SC 29691

Travis K. Popham 921 Chambers Hill Rd Seneca SC. 29672

Richard B. [unclear] 387 Raintree St. Westminster SS 29691

Larry E. [unclear] 160 Horse Hill Rd SALEM SC 29672

Robert A. Sloan 4017 Nectarine Cir. Walkalla, SC 29691

Will Scott 55 MARION HARRIS CATHAM SC 29691

Frankie [unclear] 415 Cassidy Bridge Rd Mountain Rest.

ANTHONY D. WHEELER 117 CARPENTER DR SENECA SC 29672

Geary L. Armentrout 3610 Andover Way Seneca SC 2967

Barbara Pace 8657 N. Hwy 11 Tamassee SC 29686

Chris Wilkie 11559 Long Creek Hwy Westminster, SC 29691

LARRY YODA 15007 DANUBE CIR SENECA SC, 29672



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Name _____ Address _____

DAVID KACZKOWSKI 14 CALM SEA DR 29676

EVELYN KACZKOWSKI 14 CALM SEA DR 29676

James Dodd Bounty Land Road 29678

Charles Smith 270 Shallowford Rd. 29676

Sharon Williams 218 Pond Rd 29693

William Adams 133 Little Shoemaker Rd 29693

Jack Donald 121 Slater Dr 29678

Joe Dackley 317 River Birch Dr 29672

Jeff Fink 646 Flat Shoals Rd 29691

Kenneth Jenkins 505 S. Lovingsood Ave. Waltham SC 29691

Larry B. Lusk 251 Albright Rd 29672

Walter Munk 565 Shanty Ridge Waltham SC 29691



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Name Address

Rebecca Powell 205 Norriston Dr Seneca SC

Ronald [Signature] 376 Soudit Way Seneca SC 29672

GARY Wood 366 Soudit Way Seneca, S.C. 29672

alt 2 121 M. [Signature] Hill Dr Walhalla SC 29691

[Signature] 521 Broadway St Seneca SC 29685

Jessica B Denny 963 Black Jack Rd Westminster S.C. 29693

Diana D. Denny 963 Blackjack Rd. Westminster, SC 29693

[Signature] 308 Willow Brook Ln Seneca, SC 29688

Amy Moore 750 Choctaw Trail Seneca SC 29678

Rory CBB 210 Herkules Dr Westminster S.C. 29684

William C. Harty Jr. 782 Rockcusher Walhalla SC 29691

[Signature] 507 Adams-Sullivan Rd. Walhalla, SC 29691



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Name

Address

J. L. Sutton 980 West Union Rd Walthalla SC 29691

Joseph E. 693 Bethel Church Rd. Seneca SC 29678

James H. Byrd 602 Middle Park Dr. Seneca SC 29677

Rhett Dobbins 701 Fred Dobbins Rd Townville, SC 29689

Ki Walle 202 Wood Row ST WALTHALLA SC 29691

Marshall Hunt 250 County Trunk Rd SC 29656

James M. 530 McCurry Dr. Walthalla SC 29691

Pamela Edney 425 Forest Acres Circle Walthalla, SC 29691

Gary Myers 1383 Lake Janitor Rd. 29691

Ed Miller 167 Timber Oak Dr 29691

Norie Lee 180 Mt. Springs Rd West Union 29696

John Minatt 807 Evelyn Drive Seneca, SC 29678



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Name

Address

James M. Butts 519 Adams Sullivan Walhalla, SC 29691

Herb B. Luskon 142 JEFFERSON RD West Union, SC 29696

Charles F. Busch Jr 415 Arrowood Cir Seneca, SC 29672

Ray Tally 176 Henson Lane 29691

Scott Helmer 205 Earlestead Dr. 29691

James Tony Cox 701 Anderson Street, West Union, SC 29696

Benny Blunt 403 Mountain View Timonsee SC 29688

James L. Sweeley 211 Twinleaf Way Simpsonville SC 29680

Alex Helm 100 Chantwell Point Rd Seneca SC 29672

Brian Smith 440 Stewart Rd Walhalla SC 29691

Teresa Smith 440 Stewart Rd Walhalla SC 29691

Jan Weld 151 Campbell Rd Idger SC



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Name _____ Address _____

Bucky O'Shea 1108 CHPPs Rt Westminister

Casey 121 Bear Track Rd W/ Wall SC

Jerry Ray Parson SALEM SC 29676



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Name _____ Address _____

Judy McMullen P.O. Box 165, Mountain Rest, SC 29664

Donald McMullen 735 Chateau Lake Road, Mt Rest SC 29664

Carol Reed 705 Shady Hill Seneca SC

Ruth Ann 102 Colonial Plaza Seneca SC

Margie Langston 1426 Conners Point Dr Seneca, SC

Carol Brantley 114 Indian Hills Drive Westminster, SC

Sharon S. Brantley 114 Indian Hills Dr Westminster, SC

Mark R. Moore - P.O. Box 25 Mt Rest S.C. 29664



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Name _____ Address _____

Morris C Blackwell 226 WAGNER Tr Walhalla S C
638-8237

Bobbie Cooksey 103 Cherokee View Dr.
Tamassee, SC 29686 864-630-6053

B. J. Smith 307 Coffee Rd
Walhalla S.C.

Stacy Fisher 831 Adam Sullivan Rd
Walhalla SC 29691

Jeremy O'Sheal 831 Adam Sullivan Rd
Walhalla SC 29691



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Name Address

- Joseph Redwood 411 Andrew Pickens Dr.
- James A. Stone 8016 Joyshaw Av. Seneca SC
- Jim Herzog 3032 Forest Dr Seneca
- Jimmy Henson 113 Morgan Lane, Seneca SC
- Kathleen Osting 38 CHANNEL LN, Salem SC 29676
- Shelby A. Bell 6020 Risp Ct Seneca SC 29672
- Richard Bell 6020 Risp Ct Seneca SC 29672
- Red Bell 121 Country Kew R.D. 29672.S.C.

Empty lines for additional signatures and addresses.



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Name Address

Alvin L Bailey Alvin L Bailey 70 Box 73
Pickens SC 29671

Joe Atkinson 620 South Pine St Seneca 29678

Mark Vissaja 871 Stacey Mountain Mt Rest SC 29664

Rid Moxley 130 Moxley Dr Mt Rest SC 29664

Bill Smith 575 Ivey Lane Mt Rest SC 29664

Thomas J. McEwen 221 Chattooga Lake Rd Mt Rest SC 29664

Debra H. Taylor 130 Cherokee Shoals Trail Mt Rest SC 29664

Jane H. Clarke 907 Chattooga Lake Rd Mt Rest SC 29664

J. K. Clark 907 Chattooga Lake Rd Mt Rest SC 29664

Mary Maguire 680 Reeking Chain Ln, Mountain Rest 29664

Joey Queen 515 Whyhane Mt Rest S.C. 29664

Vanessa Kender 430 Chattooga Lake Rd Mt Rest SC 29664



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Name Address

Richard Hungville 236 Stamp Creek Rd Salem

Janna Hungville 236 Stamp Creek Rd - Salem

DAVID K KELLEY 223 ROCK CRUSHER RD WALHALLA, SC 29691

DON R. LONG 2001 KAYE ST. SENECA SC 29678

Ron Gassen 505 JANE LANE SENECA SC 29672

Kathryn Duncan 453 E Stamp Creek Rd. Salem

Debra Hobbs 1133 Cobb Bridge Road West Union

Bill 11041 Furncliff Dr SENECA SC 29678

Kip Honea 905 Leyland Cypress Ln West Union, SC 29696

Shirley 905 Leyland Cypress Ln West Union SC 29696

Jicki Maxwell 180 McAlister Terigue Dr. West Union, SC 29696

David Little 391 Wander Pd Salem SC 29676

OCONEE ALLIANCE

Report to
Oconee County Council
September 2013

MISSION

*Caring citizens working
together to improve the
quality of life in our
community*

GOAL AREAS

(Basis of our community involvement)

- * A Planned Choice
- * An Educated Choice
- * A Working Choice
- * A Destination Choice
- * A Safe and Healthy Choice
- * A Natural Choice

ACCOMPLISHMENTS

- * Established partnerships throughout the County
- * Built a financially sound 501 c 6 with loyal membership base
 - The County has been instrumental... thank you.
- * Conducted monthly educational and networking meetings
- * Completed a 20-year Vision Plan for the County

ACCOMPLISHMENTS

- * Developed a Junior Leadership Oconee program for 11th graders
- * Developed a mentoring program for 8th graders
- * Created the Convention and Visitors Bureau
- * Supported the incubator and small business entrepreneur support model in Oconee

ACCOMPLISHMENTS

- * Supported the establishment of a Safe Harbor House in the county
- * Focused on preserving the environment
- * Helped develop a signage program to direct people to special sites in the county
- * Supported Ten at the Top throughout the Region

LOOKING FORWARD

- * Continue the Work to improve Oconee via a true public/private partnership.
- * Focus on Economic Development and Community Development
- * Now is the time to align forces with a clear voice. It will lead to greater participation.

Next Steps

- * County Council Support?
- * With support of Council, we will begin to hammer out framework of the merger
- * Present a plan within 60 days to Council on the new organization & goals

The future of Oconee starts today....

Oconee County Transit Advisory Task Force Committee

Committee would follow all rules as established in the Oconee County Code of Ordinances and their meetings would be held in the Council Chambers.

Recommended Committee Membership

- 11 Total Members
- 1 CAT Bus
- 1 SC DOT
- 1 each Municipality
- 1 County Official *[Will act as Chair/Facilitator of Committee]*
- 3 County At Large
 - Appointed by Oconee County Council
 - **MUST** live in the unincorporated area of the county

Terms: Serve at the discretion of the Appointing Agency

CAT Bus	*
SC DOT	*
City of Seneca	*
City of Walhalla	*
City of Westminster	*
Town of Salem	*
Town of West Union	*
Oconee County Administrator	Scott Moulder
Appointed At Large Member	*
Appointed At Large Member	*
Appointed At Large Member	*
Clerk to Council = Secretary	Elizabeth Hulse

SOUTH CAROLINA

OUR AMAZING AGRICULTURE

• A GUIDE TO THE STATE'S FARMS, FOOD AND COMMERCE •

Fresh Fare

MARKETS CONNECT SHOPPERS WITH
THE FARMERS WHO GROW THEIR FOOD

Highways to *Foodways*

South Carolina agritourism
offers year-round experiences



Kitty and Ed Land, owners of Chattooga Belle Farm in Long Creek, SC, offer visitors a unique on-farm experience.

VISITORS ENJOY FARM-TO-table dinners. An astronomy club stargazes from an observation circle. Children love the full-circle swing after a stint in the berry patch.

Chattooga Belle Farm exemplifies agritourism, a fast-growing sector of U.S. tourism that attracts people to agricultural areas. About 10,000 people annually visit the farm in Long Creek, SC, where owners Ed and Kitty Land offer a vineyard, fresh produce and on-farm experiences. Yet, the view alone takes people by surprise. The farm overlooks where the Chattooga River meets the Blue Ridge Mountains.

"I encourage anyone in the world to come to this place to visit," says Sarah Gillespie, marketing consultant for Chattooga Belle Farm. "Once you come, you want to come back again and again."



Top: Chattooga Belle Farm provides a great example of agritourism in South Carolina. The building above is an excellent venue for a variety of gatherings. SC Commissioner of Agriculture Hugh Weathers says that the farm-to-table events are some of the many things he loves about Chattooga Belle Farm. Bottom: South Carolina is home to many u-pick orchards and farms that provide great family outings.



As part of its country store, Chatsoga Bella Farm in Long Creek, SC, sells locally canned jams, jellies, pickles, salad dressings and hot sauces.

PHOTO BY KEVIN WOODRUM

Throughout South Carolina, farms put storefronts on their properties and invite the public to share in local food production and the tranquility of their rural landscapes. Although there is limited statistical data on agritourism, Clemson University extension specialists believe South Carolina's sector undoubtedly has grown and evolved.

"In my experience with the New and Beginning Farmers Program, there seem to be more people interested in agritourism businesses as part of their business plans," says Dave Lamie, associate professor at Clemson University. "Some are exclusively focused on that."

SOMETHING FOR EVERYONE

The myriad selection of agritourism experiences presents something for everyone year-round. Corn mazes, U-pick berry farms, hayrides and petting zoos provide wholesome, outdoor family entertainment. Museums

showcase agricultural history. Vineyards, gardens and farm tours are educational for any age group.

Organized events, like the annual Ag + Art Tour in York County, generate a surge of rural traffic. In 2012, the event attracted 2,500 visitors to 20 local farms, farmers markets and local food restaurants. The free, weekend-long, self-guided tour showcased 20 artisans with traditional arts made in York County.

"For our state in particular, because we are so rural, it's important for people to move off the interstate and out of high-population cities to take a trip to see what South Carolina's agriculture is about," says Beth Crocker, staff member with the South Carolina Department of Agriculture.

Take, for instance, Boone Hall Plantation, located eight miles from downtown Charleston. Listed on the National Register of Historic Places, it remains one of America's oldest working, living plantations with more than 320 years of crop

Helping promote the state's agricultural products and the business of agriculture

SOUTH CAROLINA
ADVOCATES FOR AGRICULTURE

www.scadvocates4ag.org

501C3D

Growing America's Appetite...
right here in South Carolina

Manchester Farms Quail, the nation's largest, oldest, and most respected quail processor, is proud to be part of South Carolina agriculture.

800-847-0421 www.manchesterfarms.com

South Carolina Ports

A Door to the World for Farmers

- Access to all corners of the globe
- Highly productive operations
- On-terminal grain transloading to container
- Expanded refrigerated capacity for frozen goods
- South Carolina Inland Port in Upstate opening fall 2013

Port of Charleston
Port of Georgetown

www.scsps.com

South Carolina
AG INSIDER

Tablet Edition

The special tablet edition is designed especially for use on iPads and other tablet devices.

production. Visitors learn its history of commercially grown cotton and pecans while today enjoying the farm's fruits and vegetables. They watch live presentations and take tours of the home, crop fields, historic living quarters and gardens with roses more than a century old.

The plantation's spectacular tree-lined drive, known as the Avenue of Oaks, takes root in visitors' memories. Originally planted in 1743, the oak trees today form a massive, moss-draped canopy of sculptural branches about three-quarters of a mile long.

Likewise, rural beauty takes the spotlight at Chattooga Belle Farm. The vineyard and U-pick farm's breathtaking views and sunsets provide a popular location for weddings and special events. The farm hosted 31 weddings in its hilltop event barn in 2012.

There, farm workers tend to vineyards, apple and peach orchards, exotic fruit gardens and a cattle herd. Their farm store sells muscadine wine,

jams and grass-fed beef, all from the farm. Visitors can even play 18 holes of disc golf while enjoying the farm's view, listed by a magazine as one of the best courses in the state.

SIGNS TO AGRITOURISM

In 2013, the South Carolina Department of Agriculture plans to launch a directional sign program in cooperation with other state departments. The uniform, metal highway signs will help visitors navigate their way to agritourism stops off rural roads throughout the state.

— Joanie Stiers

What's Online

Visit SCagriculture.com for more information on South Carolina agritourism destinations.



Agritourism farms allow children to experience farm life.

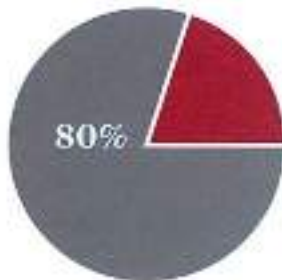
Interact with Agriculture

Eight great ways to explore South Carolina farms and food

1. Visit your State Farmers Markets. Find a list at agriculture.sc.gov/statefarmersmarkets.
2. Head to your local community's farmers market. See which markets are near you; visit agriculture.sc.gov and click on Community Farmers Markets under quick links.
3. Shop at Certified Roadside Market Stands. Go to agriculture.sc.gov/certifiedroadsidemarketprogram for a list.
4. Search for Certified SC produce and products for use at home or as gifts. Visit www.certifiedscgrown.com.
5. Eat at Fresh on the Menu Restaurants or use a caterer that serves Certified SC Grown products. See those participants at www.certifiedscgrown.com/FreshOnTheMenu.
6. Participate in a Community Supported Agriculture group. Find a list at agriculture.sc.gov/CSA.
7. Encourage your child's school or childcare center to participate in SC Farm to School. Learn more at agriculture.sc.gov/farm2school.
8. Visit a local farm for food and family fun activities.



The South Carolina poultry industry represents **40 percent** of all agriculture in the state and **80 percent** of animal agriculture.



TOP BROILER COUNTIES IN 2011:



National Poultry Rankings:



8th

TURKEY



13th

BROILERS



17th

EGGS

SOUTH CAROLINA AVERAGES **235 MILLION** BROILERS IN PRODUCTION EACH YEAR. THIS EQUATES TO ABOUT **1.5 BILLION** POUNDS OF CHICKEN.

Top Turkey Counties:

1. Kershaw
2. Lancaster
3. Chesterfield
4. Lee
5. Newberry

THE POULTRY INDUSTRY DIRECTLY EMPLOYS ABOUT **8,000** PEOPLE IN THE STATE.

The state produces more than **68.5 million** dozens of eggs from an average **5.5 million** layers per year.





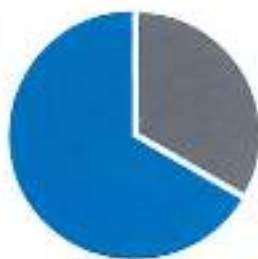
CATTLE AND CALVES RANK

5th

AMONG THE STATE'S
AGRICULTURAL COMMODITIES.
TOTAL CASH RECEIPTS
IN 2011 TOTALED MORE THAN
\$156 MILLION.



A **3-ounce** serving of
lean beef is about
150 calories and an
excellent source of six
nutrients - protein, zinc,
vitamin B12, vitamin B6,
niacin and selenium.



Today more than
2/3
of beef sold at retail meet the
government guidelines for "lean."

MORE THAN
4,000
FARMS IN SOUTH
CAROLINA RAISE CATTLE.

TOP BEEF CATTLE COUNTIES INCLUDE:



South Carolina is home
to more than
350,000
head of cattle, as of
Jan. 1, 2013.



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: September 3, 2013 6:00 p.m.**

Ordinance 2013-14 "AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF SALEM FOR THE ADMINISTRATION AND ENFORCEMENT OF BUILDING CODES WITHIN THE TOWN OF SALEM; TO AUTHORIZE OCONEE COUNTY BUILDING CODE PERSONNEL TO ADMINISTER AND ENFORCE BUILDING CODES WITHIN THE TOWN OF SALEM; AND OTHER MATTERS RELATED THERETO"

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

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

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.
16.
17.
18.
19.
20.
21.
22.
23.
24.

NONE

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013-14

AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF SALEM FOR THE ADMINISTRATION AND ENFORCEMENT OF BUILDING CODES WITHIN THE TOWN OF SALEM; TO AUTHORIZE OCONEE COUNTY BUILDING CODE PERSONNEL TO ADMINISTER AND ENFORCE BUILDING CODES WITHIN THE TOWN OF SALEM; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through its governing body, the Oconee County Council (the “County Council”), has previously 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 “County Code”), as amended, from time to time; and,

WHEREAS, pursuant to the authority established in Article VIII, Section 13 of the State Constitution, and particularly the authority established in Chapter 9 of Title 6 (the “Act”) of the Code of Laws of South Carolina, 1976, as amended (the “Code”), municipalities and counties may establish intergovernmental agreements (the “Agreement”) with other governmental entities of the State to issue permits and enforce building codes in order to provide the services required by the Code; and,

WHEREAS, pursuant to the authority established in §6-9-30 of the Act, each municipality shall appoint a building official or contract for a building official within the municipal boundaries; and,

WHEREAS, pursuant to the foregoing authorities, both the Town of Salem, South Carolina (the “Town”) and the County, through authorization from their respective governing bodies, as required by the Code, desire to authorize the execution and delivery of an Agreement that: provides for the Town’s adoption of the County’s building codes, as codified in Article II, entitled *Regulatory Codes*, of Chapter 6, entitled *Buildings And Building Regulations*, of the County Code, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the Town’s applicable building codes and municipal law; and authorizes the creation of an agency relationship that provides authority to County building code personnel to act as the Town’s agents, and building officials(s) to administer and enforce such adopted County building codes as the Town’s building codes within the Town’s jurisdiction and municipal boundaries. A copy of the Agreement is attached hereto as **Exhibit A**, and is hereby incorporated by reference as fully as if set forth verbatim herein; and,

WHEREAS, pursuant to the foregoing authorities and the agency relationship and statutory designation created by the execution and delivery of the attached Agreement, the County desires to accept the Town's authority for County building code personnel to act as agents and building official(s) pursuant to the Code for the Town, and designate and authorize County building code personnel to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the Town's building codes within the Town's jurisdiction and municipal boundaries, pursuant to and in accordance with the Act:

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

1. The statements of fact and policy from the preamble of this Ordinance are hereby adopted, as findings of fact, by the County Council, in their entirety, and are hereby adopted by reference, as part of the ordaining language of this Ordinance as fully as if set forth verbatim herein.
2. The attached form of the Agreement, attached hereto as **Exhibit A**, is hereby incorporated herein as fully as if set forth verbatim herein, in the form attached to this Ordinance and presented to the County Council meeting at which this Ordinance is to be approved, and is hereby approved, for execution by the County.
3. The Chairman of County Council, upon the advice and recommendation of the County Attorney, and the County, acting by and through the Chairman of County Council, are hereby authorized to execute and deliver the attached Agreement, and to implement the Agreement, in the form approved hereby, or with such changes as do not materially adversely affect the County, upon the advice and recommendation of the County Attorney, all subject to the terms and provisions thereof.
4. The County hereby accepts the Town's grant of authority and consents to creating an agency relationship through the execution of the attached Agreement, and the County hereby designates, and authorizes County building code personnel and appellate bodies to administer and enforce the terms of the attached Agreement as agents and building official(s) for the Town within the Town's jurisdiction and municipal boundaries.
5. 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.
6. All ordinances, orders, resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in **Exhibit A** hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior County acts, actions, or decisions of the County or the County Council, in any regard, except as explicitly and specifically stated herein.

7. All other terms, provisions, and parts of the County Code not amended hereby, directly or by implication, shall remain in full force and effect.
8. This Ordinance shall take effect and be in full force and effect from and after the third reading and the public hearing and enactment by the County Council in accordance with the County Code.

Ordained in meeting, duly assembled, this ___ day of _____, 2013.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: May 7, 2013 [in title only]
Second Reading: May 21, 2013
Public Hearing: September 3, 2013
Third Reading: September 3, 2013

WHEREAS, pursuant to the foregoing authorities, the Town and County mutually desire and intend to enter into an Agreement so as to create an agency relationship whereby the Town designates and authorizes County personnel to act as the Town's agents and building official(s) to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the Town's building codes within the Town's municipal boundaries; and,

WHEREAS, pursuant to the foregoing authorities and Agreement, the Town desires to authorize and grant jurisdiction to County personnel, as agents and building official(s) for the Town, to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the Town's building codes within the Town's municipal boundaries; and,

WHEREAS, pursuant to the foregoing authority and Agreement, the County desires and agrees to designate and authorize County personnel, as agents and building official(s) for the Town, to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the Town's building codes within the Town's municipal boundaries; and,

WHEREAS, both the Town and the County, through authorization from their respective governing bodies, as required by the Code, desire to authorize the execution and delivery of this Agreement for the Town's adoption of the County's building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the Town's building codes and municipal law; authorize and direct the use of the County's appellate procedures and bodies as the Town's appellate procedures and bodies for the administration and enforcement of the adopted County building codes; and authorize County personnel to act as agents and building official(s) for the Town to administer and enforce said adopted building codes within the Town's jurisdiction and municipal boundaries:

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Town of Salem and Oconee County (collectively the "Parties" or singularly the "Party") agree as follows:

1. The Town hereby and by the Town ordinance authorizing the execution and delivery of this Agreement, adopts the County's building codes, as codified in Article II, entitled *Regulatory Codes*, of Chapter 6, entitled *Buildings And Building Regulations*, of the County Code of Ordinances, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the Town's building codes and municipal law.

2. The Parties hereby create an agency relationship through the execution of this Agreement, wherein, the Town, as principal, designates and authorizes County personnel to act as agents and building official(s) for the Town, and the County, as agent and building official(s), accepts the Town's authorization for County personnel to act as agents and building official(s) for the Town to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the Town's building codes and municipal law within the Town's municipal boundaries.
3. The Town hereby authorizes and directs the use of the County's appellate procedures and bodies as the Town's appellate procedures and bodies for the administration and enforcement of the adopted County building codes, and the County agrees with such use.
4. The Town hereby grants jurisdiction and authorizes County personnel, as the Town's agents and building official(s), to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the Town's building codes within the Town's municipal boundaries.
5. The County hereby designates and authorizes County personnel, as the Town's agents and building official(s), to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the Town's building codes within the jurisdiction of the Town's municipal boundaries.
6. The County, by and through the applicable County Department, shall issue all required building permits, both within the county and within the Town. Projects that previously required a Town Zoning or Special Use permit shall only be permitted by the County after satisfactory proof that all required permits executed by the Town have been presented to the County Permit Office. Applicable County employees shall have no jurisdiction over zoning, water, or sewer matters within the Town's municipal boundaries.
7. The Town shall pay all fees collected within the Town pursuant to the terms and provisions of the adopted County building codes and this Agreement, as amended from time to time, to the County to defray any costs incurred by the County in the administration and enforcement of the Town's building codes.
8. The Town shall give its full and complete cooperation to the County, and provide any reasonable assistance which may be requested by the County related to the administration and enforcement of the terms and provisions of this Agreement.

9. The Parties agree that the Town has authorized and directed the use of the County's appellate procedures and bodies as the Town's appellate procedures and bodies, for the administration and enforcement of the adopted County building codes, and therefore any appeal arising out of the administration and enforcement of the terms and provisions of this Agreement shall be the sole responsibility of the County, and no such appeal shall be made to or heard by the Town.
10. If any provision of this Agreement shall be held to be invalid or unenforceable, by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect and such determination shall not affect the rest and remainder of this Agreement, all of which is hereby deemed separable. In the event such invalid or unenforceable provision is considered an essential element of this Agreement, the Parties shall promptly renegotiate a replacement provision.
11. This Agreement shall become effective upon the date of execution and shall remain in effect through June 30, 2014. Thereafter, this Agreement shall be automatically renewed for successive terms of one (1) year beginning July 1 and ending June 30 of the succeeding year, unless terminated in accordance with the provisions of Paragraph thirteen (13) of this Agreement.
12. This Agreement may be terminated at any time by either of the Parties upon at least sixty (60) days written notice to the other of its intent to terminate or to withdraw its authorization for the Agreement. Such written notice may be given by either Party, and shall be deemed to have been duly given, if either Party personally delivers or mails (as of the postmark date) its intent to terminate and withdraw its authorization for the Agreement to the respective addresses stated below:

To the County at: County of Oconee
 Attn: County Administrator
 415 S. Pine Street
 Walhalla, SC 29691

To the Town at: Town of Salem
 Attn: Mayor
 5A Park Ave
 Salem, SC 29676

Either of the Parties may, at any time, change the address for notices to such Party by delivering or mailing a notice at least five (5) days prior to such address change, and setting forth the changed address.

13. This Agreement shall only be modified or amended with the mutual consent and approval of the Parties in writing.

14. This Agreement contains all matters considered by the Parties and shall constitute the complete and entire agreement between the Parties and no statement or representation not contained herein shall be valid.
15. This Agreement shall be construed and enforced under the laws of the State.

WITNESS our hands and seals this ____ day of _____, 2013.

Witnesses

OCONEE COUNTY, SOUTH CAROLINA

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

Witnesses

TOWN OF SALEM, SOUTH CAROLINA

Alexander

By: *Diane Head*

Diane Head, Mayor, Town of Salem
Salem, South Carolina

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2012-17**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE TAX CREDIT AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND SERENE HOSPITALITY, LLC; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, AUTHORIZATION OF AN INFRASTRUCTURE TAX CREDIT

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

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

WHEREAS, Serene Hospitality, LLC, a limited liability company duly organized under the laws of the State of South Carolina (the "Company") (also known by the County as Project Star), has requested the County to participate in executing a infrastructure tax credit agreement (the "ITC Agreement") pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparati, and equipment, for the purpose of the development of a hotel facility in which the minimum level of taxable investment is not less than Ten Million Dollars (\$10,000,000) in new qualifying tax investment (the "Project"), all as more fully set forth in the ITC Agreement attached hereto; and

WHEREAS, the County is authorized by the Act to grant an Infrastructure Tax Credit ("ITC"), as defined in the Act, with respect to any such project; and

WHEREAS, the Company has requested that the County grant an ITC for the purpose of authorizing and of acquiring by construction and purchase, certain land, building, furniture, fixtures, machinery, apparati, and equipment, for the purpose of a hotel facility for which the minimum level of new taxable investment will be not less than Ten Million Dollars (\$10,000,000) in new qualifying taxable investment in the County; and

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

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

WHEREAS, the County Council has determined to enter into and execute the aforesaid ITC Agreement and to that end has, by this Ordinance, authorized the ITC and the execution and delivery of an ITC Agreement; and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the ITC Agreement by and between the County and the Company; and

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

WHEREAS, the Project will be located in a joint county industrial and business park (the "Park") with Pickens County.

WHEREAS, to the extent within its authority and control and using its best reasonable efforts, the County does hereby agree, subject to the requirements of Section 4-1-170 and Section 4-1-175 of the Act, respectively, including without limitation, obtaining the prior consent of the City of Seneca within which the Project is located and the Home Rule Act, to insure that the Project will be placed in a Park with Pickens County, and to provide an Infrastructure Tax Credit to the Company in the amount of \$50,000 per year for twenty (20) years commencing with the fee-in-lieu of tax due and payable on January 15, 2015 but solely from the fee-in-lieu of tax paid for the Project in the Park by the Company. The remainder of the fee paid for the Project in the Park, not including the one percent (1%) paid to Pickens County shall be distributed to each Oconee County taxing entity which levies tax on the property of the Project in the Park in an amount prorated to the millage rate each Oconee County taxing entity levies in the Park. Provided, however, such Infrastructure Credit shall never exceed, at any point in time, the actual cost of Project infrastructure (as defined in the Act) to that point or the amount of the fee-in-lieu of tax paid by the Company on the Project.

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

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

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

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

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

(c) The terms and provisions of the ITC Agreement attached hereto are hereby incorporated herein and made a part hereof;

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

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

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

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

Section 3. Pursuant to the authority of the Act, there is hereby authorized to be provided, and shall be provided, the Infrastructure Tax Credit of the County to the Company for the Project in the Park, in the amount of up to \$1,000,000. The Company will receive annual Infrastructure Tax Credits of \$50,000 for twenty (20) years, subject to the terms and provisions hereof and of the ITC Agreement.

Nothing in this ordinance shall be construed as an obligation or commitment by the County to expend any of its funds other than the portion of the fee payments from the Project in the Park represented by the Infrastructure Tax Credit provided by the County and the City which shall be payable pro rata based on the progress of the completion of the Project.

Section 4. The form, terms and provisions of the ITC Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the ITC Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute,

acknowledge and deliver the ITC Agreement in the name and on behalf of the County, and thereupon to cause the ITC Agreement to be delivered to the Company. The ITC Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of ITC Agreement now before this meeting.

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

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

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

Passed and approved this — day of _____ 2013.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading: May 1, 2012
Second Reading: September 3, 2012
Public Hearing:
Third Reading:

INFRASTRUCTURE CREDIT AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

SERENE HOSPITALITY, LLC
a South Carolina limited liability company

Dated as of ____ 1, 2013

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INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT, dated as of _____ 1, 2013 (the "Agreement"), between OCONEE COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and SERENE HOSPITALITY, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Sections 4-1-175, 4-12-30(K)(3), and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, to provide financing or reimbursement of expenses, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for, in this instance, improved and unimproved real estate used in the development of a hotel in order to enhance the economic development of the County and the City of Seneca; and

WHEREAS, in accordance with the provisions of this Agreement between the Company and the County, the Company has determined that it intends to develop, construct, or cause to be constructed, furnished and equipped, buildings, including machinery and equipment, on the tract of land described on the attached Exhibit A (the land as so improved by such facilities and including such personal property as may be located thereon is hereinafter referred to as the "Project"), for the purposes described in the preceding paragraph, which Project will involve an investment of not less than \$10,000,000 in new qualifying taxable investment in the County the Project in the County, all by not later than December 31, 2017; and

WHEREAS, the County and Pickens County have established a joint county industrial business park (the "Park") by entering into an Agreement for Development of the Joint County Industrial Park, as amended from time to time (the "Park Agreement"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution; and

WHEREAS, subject to the requirements of Section 4-1-170 and Section 4-1-175 of the Act, respectively, and the Home Rule Act, the County has committed (with the consent of the City of Seneca, South Carolina) to insure that the Premises (hereinafter defined) will be placed in a Park with Pickens County, and to provide an Infrastructure Tax Credit to the Company; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes to Oconee County (the "Oconee Fee Payments") and to Pickens County (the "Pickens Fee Payments") in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by an ordinance duly enacted by the County Council on September 17, 2013, following a public hearing held on September 17, 2013, in compliance with the terms of the Act (as defined herein).

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

ARTICLE I

DEFINITIONS

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

"Act" shall mean, collectively, Title 4, Chapter 29, Title 4, Chapter 12, and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, and all future acts amendatory thereof.

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

"Authorized Company Representative" shall mean any person or persons at the time designated to act on behalf of the Company by a written certificate furnished to the County containing the specimen signature of each such person and signed on behalf of the Company by its President.

"Authorized County Representative" shall mean the County Administrator or such other person or persons at the time designated to act on behalf of the County by a written certificate furnished to the Company containing the specimen signature of each such person and signed on behalf of the County by its Chairman of County Council and the Clerk to County Council.

"Company" shall mean Serene Hospitality, LLC, its successors and assigns.

"Cost" or *"Cost of the Infrastructure"* shall mean the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of the Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and

installation of the Infrastructure; and (d) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

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

"Event of Default" shall mean, with reference to this Agreement, any of the occurrences described in Section 6.01 hereof.

"Financing Statement" shall mean a financing statement or a continuation statement filed pursuant to the provisions of the Uniform Commercial Code of the State or such other jurisdiction the laws of which are applicable with respect to the security interests created under this Agreement.

"Infrastructure" shall mean such of the Project's real estate, buildings, site improvements internal roads, parking and all improvements thereon, as are permitted under the Act, including those set forth on Exhibit B attached hereto, whether owned by the Company or not.

"Infrastructure Credit" shall mean the credit against the Company's fee in lieu of tax payments, to reimburse the Company for the Cost of the Infrastructure, in the amounts set forth in Section 3.03 hereof.

"Oconee Fee Payments" shall mean payments in lieu of taxes made to the County with respect to the Project by the Company, as required by the Park Agreement, minus payments due to Pickens County.

"Ordinance" shall mean the ordinance enacted by the County Council on September 17, 2013 authorizing the execution and delivery of this Agreement.

"Park" shall mean the Joint County Industrial and Business Park established pursuant to the terms of the Park Agreement.

"Park Agreement" shall mean the Agreement for Development of the Joint County Industrial and Business Park between the County and Pickens County, South Carolina, initially dated _____ 2013 and as amended or supplemented from time to time.

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

"Premises" shall mean the real property location described in Exhibit A attached hereto and as such may be supplemented from time to time by consent of the County and the Company.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure, including the purchase of improved real property, for the purpose of promoting the economic development of the County.

(c) The County is not in default under any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

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

(e) The execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the County's knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the South Carolina Constitution or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound; there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, known to the County which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the County is there any basis therefor.

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

(a) The Company is a South Carolina limited liability company, validly existing, and in good standing, has power to enter into this Agreement, and by proper company action has been duly authorized to execute and deliver this Agreement.

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

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

(d) The reimbursement of a portion of the cost of the Infrastructure by the County has been instrumental in inducing the Company to acquire and construct the Project in the County and in the State of South Carolina.

(e) The Company will invest not less than Ten Million Dollars (\$10,000,000) in the Project, all prior to December 31, 2017, or will lose the benefits of this Agreement, prospectively, from that point on.

SECTION 2.03. Covenants of County.

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

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County

within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of the South Carolina.

ARTICLE III

INFRASTRUCTURE TAX CREDITS

SECTION 3.01. Payment of Costs of Infrastructure. The Company agrees to initially pay, or cause to be paid, all Cost of the Infrastructure as and when due. The Company currently estimates that the total Cost of the Infrastructure is approximately \$10,000,000. The Company agrees to complete the acquisition and construction of the Infrastructure pursuant to the plans and specifications approved by the Company whether or not the Infrastructure Credit is sufficient to reimburse all of the Cost of the Infrastructure, paid by, or caused to be paid by the Company. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

SECTION 3.02. Completion of Infrastructure. The Company shall notify the County of the date on which the initial Infrastructure is substantially completed and the total cost thereof and certify that all costs of acquisition and construction of the Infrastructure then or theretofore due and payable have been paid and the amounts which the Company shall retain for payment of Costs of the Infrastructure not yet due or for liabilities which the Company is contesting or which otherwise should be retained.

SECTION 3.03. Infrastructure Tax Credits.

(a) The County does hereby agree, subject to the requirements of Section 4-1-170 and Section 4-1-175 of the Act, respectively, and the Home Rule Act, to use its best commercially reasonable efforts to insure that the Premises will be placed in a Park with Pickens County, or with another contiguous county and to provide an Infrastructure Tax Credit to the Company in the amount of \$50,000 per year for twenty (20) consecutive years commencing with the fee-in-lieu of tax due and payable on January 15, 2015 but solely from the fee-in-lieu of tax paid by the Company for the Project in the Park. The remainder of the fee from the Project in the Park, not including the one percent (1%) paid to Pickens County, shall be distributed to each Oconee County taxing entity which levies tax on the property of the Project in the Park in an amount prorated to the millage rate each Oconee taxing entity levies in the Park property. Provided, however, such Infrastructure Credit shall never exceed, at any point in time, the actual cost of Project Infrastructure to that point or the amount of the fee-in-lieu of tax paid by the Company on the Project in the Park.

THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE OCONEE FEE PAYMENTS DERIVED BY THE COUNTY FROM THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

Notwithstanding any other provision of this Agreement, the Company shall never, annually or cumulatively, be entitled to credits under this Agreement in an amount greater than the cumulative amount of the Company's Cost of the Infrastructure to the point at which such credit is due or taken.

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

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

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

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

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

SECTION 4.02. Transfers of Project. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to Related Parties, as defined in the Internal Revenue Code. No such sale, lease, conveyance, or grant by the Company to Related Parties shall relieve the County from the County's obligations to provide the Infrastructure Credit to the Company, or its assignee of such payments, under this Agreement, nor shall such sale, lease, conveyance or grant relieve the Company or its successor of its obligation to make payments in lieu of taxes for the Project pursuant to the Park Agreement.

SECTION 4.03. Assignment by County. The County shall not attempt to assign, transfer, or convey its obligations to provide the Infrastructure Credit hereunder to any other Person.

ARTICLE V

SECURITY INTEREST

SECTION 5.01. Creation of Security Interest. The County hereby grants to the Company a perfected first priority lien and security interest in and to the Oconee Fee Payments for performance by the County of its obligations under this Agreement, but only to the extent and amount of the Infrastructure Credit actually due from the County to the Company at any given time.

SECTION 5.02. Indebtedness Secured. The security interest herein granted shall secure all obligations of the County to the Company under this Agreement, and all court costs, attorneys' fees and expenses of whatever kind incident to the enforcement or collection of such obligations and the enforcement and protection of the security interest created by this Agreement, but only to the extent expressly provided for in this Agreement.

ARTICLE VI

DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default If the County shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the County to be performed, which failure shall continue for a period of 30 days after written notice by the Company specifying the failure and requesting that it be remedied is given to the County by first-class mail, the County shall be in default under this Agreement (an "Event of Default"). If the Company or its successor shall fail to make payments in lieu of taxes in accordance with the Park Agreement and applicable law, or shall fail to make the investments cited in Section 2.02(e), hereof, the Company shall be in default under this Agreement (an "Event of Default").

SECTION 6.02. Legal Proceedings by Company. Upon the happening and continuance of any Event of Default by the County, then and in every such case the Company in its discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the County to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

(b) bring suit at law to enforce the contractual agreement contained herein,

(c) by action or suit in equity require the County to account as if it were the trustee of an express trust for the Company;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 6.03. Remedies of the County. Upon the happening and continuance of an Event of Default by the Company, the County, in every such case, shall be entitled to terminate this Agreement and to take such action as is permitted by law for collection of past due taxes or payments in lieu of taxes.

SECTION 6.04. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 6.05. Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article VI to the Company or the County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 7.02. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 7.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credit shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 7.04. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Infrastructure Credit or the Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 7.05. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County: Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29691
Attention: County Administrator

(b) if to the Company: Serene Hospitality, LLC
1011 E. North Street
Seneca, South Carolina 29678

with a copy to: J. Wesley Crum, III P.A.
233 North Main Street, Suite 200F
Greenville, South Carolina 29601
Attention: J. Wesley Crum III

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County, the Company, or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 7.05, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 7.06. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 7.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.08. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 7.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Agreement to be executed by the Chairman of its County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and Serene Hospitality, LLC has caused this Agreement to be executed by its authorized officers, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

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

ATTEST:

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

SERENE HOSPITALITY, LLC

By: _____
Its: President

**EXHIBIT A
LAND DESCRIPTION**

Serene Hospitality, LLC

**EXHIBIT B
INFRASTRUCTURE**

Such of the Project's real estate, buildings, site improvements internal roads, parking and all improvements thereon, as are permitted under the Act, whether owned by the Company or not.

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013-18

AN ORDINANCE TO AMEND ARTICLE 1, ENTITLED *IN GENERAL*, OF CHAPTER 20, ENTITLED *OFFENSES AND MISCELLANEOUS PROVISIONS*, OF THE OCONEE COUNTY CODE OF ORDINANCES BY ADDING NEW SECTIONS PERTAINING TO DRUG PARAPHERNALIA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through its governing body, the Oconee County Council (the “County Council”), has previously 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, Pursuant to the authority granted in the State Constitution and Sections 4-9-25, 4-9-30, *inter alia*, of the Code of Laws of South Carolina, 1976, as amended (the “Code”), the governing body of a county shall have authority to enact regulations, resolutions, and ordinances in relation to health and order or respecting any subject as appears to them necessary and proper for the security, general welfare, and convenience of counties or for preserving health, peace, order, and good government in them; and,

WHEREAS, Pursuant to Section 44-53-391 of the Code, entitled *Unlawful to advertise for sale, manufacture, possess, sell or deliver, or to possess with intent to sell or deliver, paraphernalia*, it is unlawful within the State to advertise for sale, manufacture, possess, sell or deliver, or to possess with intent to sell or deliver, paraphernalia, as defined therein, which relates to drug paraphernalia; and,

WHEREAS, pursuant to the foregoing authorities, and others, Chapter 20, entitled *Offenses and Miscellaneous Provisions*, of the Code of Ordinances, already contains provisions for County defined and sanctioned offenses within the County; and,

WHEREAS, from time to time, provisions of the Code of Ordinances need to be amended, to update such provisions, to clarify guidelines and procedures and rules applicable to County government, to keep the Code of Ordinances in concert and accord with State and County law and regulations and to meet the changing needs of the County; and,

WHEREAS, because of changing and evolving social and criminal patterns and moves in society, in general, and in the County, in particular, the County Council finds that it is both necessary and proper for the security, general welfare, and convenience of the County and for preserving health, peace, order, and good government in the County to enact an Ordinance that

addresses drug paraphernalia offenses within the County to the extent consistent with and not prohibited by State law; and,

WHEREAS, there is a need to amend the law of the County, to keep the Code of Ordinances in concert and accord with State and County law and regulations and to meet the changing needs of the County, with regard to drug paraphernalia offenses, again, to the extent consistent with and not prohibited by State law; and,

WHEREAS, there is a need to amend, specifically, Article 1, entitled in *General*, of Chapter 20, entitled *Offenses And Miscellaneous Provisions*, of the Code of Ordinances to add Sections to reflect current policies of the County with regard to drug paraphernalia offenses:

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

1. The statements of fact and policy from the preamble of this Ordinance are hereby adopted, as findings of fact, by the County Council, in their entirety, and are hereby adopted by reference, as part of the ordaining language of this Ordinance as fully as if set forth verbatim herein. It is the specific intent of the County Council to enact an ordinance that is fully authorized by the law and Constitution of the State, and is consistent with and does not violate State law.
2. Article 1, entitled in *General*, of Chapter 20, entitled *Offenses And Miscellaneous Provisions*, of the Code of Ordinances is hereby amended by adding three new Sections, to be numbered Section 20-4, entitled *Drug Paraphernalia - Prohibited Acts, Definitions, Factors, Exceptions, And Penalties*, Section 20-5, entitled *Factors Determining Drug Paraphernalia*, Section 20-6 entitled *Exceptions*, and Section 20-7 entitled *Penalty For Violation*. The contents of these new Sections are set forth in **Exhibit A** hereto, which is hereby incorporated herein as fully as if set forth verbatim herein.
3. The County Administrator is hereby authorized and directed to take any and all actions required of the County, or that he may deem desirable in his sole discretion, to give effect to the acts of the County Council as contemplated herein.
4. 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.
5. All ordinances, orders, resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in **Exhibit A** hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior County acts, actions, or decisions of the County or the County Council, in any regard, except as explicitly and specifically stated herein.

6. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force and effect.
7. This Ordinance shall take effect and be in full force and effect from and after the third reading and the public hearing and enactment by the County Council in accordance with the Code of Ordinances.

Ordained in meeting, duly assembled, this ___ day of _____, 2013.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: August 20, 2013
Second Reading: September 3, 2013
Public Hearing: _____
Third Reading: _____

EXHIBIT A

[Place additional Sections of Chapter 20 here.]

“Sec. 20-4. - Drug Paraphernalia - Prohibited Acts, Definitions, Factors, Exceptions, And Penalties .

It shall be unlawful for any person to advertise for sale, manufacture, possess, sell, or deliver Drug Paraphernalia. The following terms, when used in this Article, shall have the meanings ascribed to it in this Section, except where the context clearly indicates a different meaning:

- a) *Deliver* or *Delivery* shall mean the actual, constructive, or attempted transfer of a controlled drug or Drug Paraphernalia whether or not there exists an agency relationship.
- b) *Drug Paraphernalia* shall mean any instrument, device, article, or contrivance used, designed for use, or actually intended by the user(s) described herein, for using, ingesting, smoking, administering, or preparing marijuana, hashish, hashish oil, heroin, cocaine, crack, crank or any other illegal drug or illegal controlled substance, or actually intended by the user(s) described herein, to facilitate as described above the unlawful use or abuse of lawful drugs or lawful controlled substances. Drug Paraphernalia may include, but is not limited to:
 - 1) Metal, wooden, acrylic, glass, stone, plastic or ceramic marijuana or hashish pipes with our without screens, permanent screens, hashish heads or punctured metal bowls;
 - 2) Water pipes designated for use or intended for use with marijuana, hashish, hashish oil, cocaine, or other controlled substances;
 - 3) Carburetion tubes and devices;
 - 4) Smoking and carburetion masks;
 - 5) Roach clips;
 - 6) Separation gins designed for use or intended for use in cleaning marijuana;
 - 7) Cocaine spoons and vials;
 - 8) Chamber pipes;
 - 9) Carburetor pipes;
 - 10) Electric pipes;
 - 11) Air-driven pipes;

- 12) Chilams;
- 13) Bongs;
- 14) Ice pipes or chillers;
- 15) Heroin spoons; or spoons used in the same manner for other controlled substances;
- 16) Pill presses and other mechanical devices used to convert controlled substances into a form which can be ingested;
- 17) Blotter paper, or any other material which is saturated with, or intended to be saturated with a controlled substance;
- 18) Scales, measuring spoons, measuring cups, or any pharmaceutical measuring device;
- 19) Crack pipes, or any device fashioned to be a crack pipe or for meth;
- 20) Any part of a hypodermic needle or syringe except as may be authorized by the laws of the State of South Carolina;
- 21) Cigars hollowed out for use or intent of use with marijuana.

Sec. 20-5. – Factors Determining Drug Paraphernalia.

- a) In determining whether an object is Drug Paraphernalia, a court of competent jurisdiction shall consider in addition to all other logically relevant factors, the following:
 - 1) The statements by an owner or by anyone in control of the object concerning its use;
 - 2) The proximity of the object to controlled substances;
 - 3) The existence of any residue of controlled substances on the object;
 - 4) Direct or circumstantial evidence of the intent of an owner, or of anyone in control of the object, to deliver it to persons whom he knows, or should reasonably know, intend to use the object to facilitate a violation of this Article. The innocence of an owner or of anyone in control of the object, as to a direct violation of this Article shall not prevent a finding that the object is intended for use or designed for use as Drug Paraphernalia;
 - 5) Instructions, oral or written, provided with the object concerning its use;
 - 6) Descriptive materials accompanying the object which explain or depict its use;

- 7) National or local advertising concerning its use;
- 8) The manner in which the object is displayed for sale;
- 9) Whether the owner, or anyone in control of the object, is a legitimate supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products;
- 10) Direct or circumstantial evidence of the ratio of sales of the object(s) to the total sales of the business enterprise;
- 11) The existence and scope of legitimate use for the object in the community.

Sec. 20-6. – Exceptions.

The provisions of this Article shall not apply to the manufacture, sale, distribution or advertisement of any product or object designed and sold primarily for scientific research, industrial, veterinary, educational, or agricultural purpose, or for bona fide medical or clinical use.

Sec. 20-7. - Penalty For Violation.

Any person guilty of violating the provisions of this Article shall be subject to the penalties set forth in Section 1-7, entitled *General Penalty; Continuing Violations*, of the Oconee County Code of Ordinances.”

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013-22

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF
CERTAIN REAL PROPERTY IN OCONEE COUNTY AND
THE CONVEYANCE OF CERTAIN REAL PROPERTY
WITHIN THE GOLDEN CORNER COMMERCE PARK;
AND OTHER MATTERS RELATED THERETO.**

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), is the owner of that certain piece, parcel or tract of land situate in Oconee County consisting of approximately 65.78 acres, together with all improvements thereon (the “County Property”), the location and boundaries of such Property being within the property commonly known and referred to as the Golden Corner Commerce Park, and such County Property being generally shown and designated as “Lot B” on Exhibit A hereto; and

WHEREAS, Stone Mountain Industrial Park, Inc. a Georgia corporation (the “Company”), is the owner of that certain piece, parcel or tract of land situate in Oconee County consisting of approximately 57.9 acres, together with all improvements thereon (the “Company Property”), such Company Property having Oconee County TMS# 252-00-02-003; and

WHEREAS, the Oconee County Council (the “Council”), as the governing body of the County, has found and determined, and hereby finds and determines, that the County has a specific need for the Company Property, which is unique to the County, desires to facilitate the development of the County Property, and has found that the exchange of ownership of County Property and the Company Property between the two parties, subject to the terms and conditions of the Agreement (as defined below), is therefore in the best interest of the County; and

WHEREAS, the Council desires to authorize hereby the conveyance of the County Property to the Company for and in consideration of the conveyance by the Company to County of the Company Property (the “Property Exchange”) in accordance with and subject to the terms and conditions of an Agreement for Conveyance of Real Property (the “Agreement”) now before the Council, a copy of which Agreement is attached as Exhibit B hereto; and

WHEREAS, Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended, (the “Code”) authorizes the County to own, acquire and transfer or otherwise dispose of interests in real property;

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

1. All statements of the preamble of this Ordinance are hereby incorporated by reference, and adopted as findings of fact, specifically, but without limitation, supporting the need for the exchange in the form specified in the Agreement, by the Council.
2. Council hereby approves the Property Exchange, subject to and in conformity with the provisions of the Agreement.

3. The Administrator of the County (“Administrator”) shall be, and hereby is, authorized to execute and deliver the Agreement on behalf of the County in substantially the form attached as Exhibit B hereto, or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel, such Administrator’s approval to be deemed given by his execution of the Agreement.

~~4. The Administrator shall be, and hereby is, authorized to execute and deliver on behalf of the County a limited warranty deed conveying title to the County Property to the Company in accordance with the provisions of the Agreement in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.~~

5. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the Property Exchange in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.

6. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

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

8. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

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

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: August 20, 2013 [title only]
Second Reading: September 3, 2013
Third Reading: _____, 2013
Public Hearing: _____, 2013

Exhibit A

County Property

[see attached]

Exhibit B

Agreement

[see attached]

AGREEMENT FOR CONVEYANCE OF REAL PROPERTY

THIS AGREEMENT FOR CONVEYANCE OF REAL PROPERTY ("Agreement"), made and entered into as of this ___ day of a _____, 2013 ("Effective Date"), by and between **OCONEE COUNTY, SOUTH CAROLINA**, a body politic and corporate and political subdivision of the State of South Carolina ("County"), and **STONE MOUNTAIN INDUSTRIAL PARK, INC.**, a corporation organized and existing under the laws of the State of Georgia ("Company").

WHEREAS, County is the owner in fee simple title to that certain piece, parcel or tract of land consisting of approximately 65.78 acres, together with all improvements thereon, if any (such land and improvements, the "County Property"), the location and boundaries of such County Property being generally shown and designated as "Lot B" on Exhibit A attached hereto and by reference made a part hereof; and

WHEREAS, Company is the owner in fee simple title to that certain piece, parcel or tract of land located in the County consisting of approximately 57.59 acres, together with all improvements thereon, if any (such land and improvements, the "Company Property"), and having Oconee County TMS# 252-00-02-003; and

WHEREAS, County desires to convey the County Property to Company for and in consideration of the conveyance by Company to County of the Company Property, and Company desires to convey the Company Property to County for and in consideration of the conveyance by County of the County Property to Company, all in accordance with and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the respective covenants, representations and warranties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. PROPERTY EXCHANGE. Subject to the terms and conditions of this Agreement, County covenants and agrees to grant, bargain and convey unto Company, or such other person or entity as Company may designate to County in writing, all of County's right, title and interest in and to the County Property, and Company covenants and agrees to grant, bargain and convey unto County all of Company's right, title and interest in and to the Company Property.

For purposes of this Agreement: (a) each of County and Company are hereinafter referred to in their respective capacities as grantors of the County Property or Company Property, as applicable, as a "Grantor", and collectively in such capacity as "Grantors"; (b) each of County and Company (and Company's designee receiving title to the County Property pursuant to this Section) are hereinafter referred in their respective capacities as grantees of the County Property or Company Property, as applicable, as a "Grantee", and collectively in such capacity as "Grantees"; and the County Property and the Company Property are collectively hereinafter referred to as the "Property".

2. REPRESENTATIONS, WARRANTIES AND COVENANTS. As a material inducement for the mutual execution and delivery of this Agreement, in addition to warranties,

representations, covenants, and undertakings contained elsewhere in this Agreement, the parties hereto hereby make the following representations, warranties and covenants:

2.1. Title to Property. Each Grantor represents and warrants that it is the sole owner of good, marketable and insurable fee simple title to the Property to be conveyed by such party as a Grantor hereunder.

2.2. Existence and Authority. County is a body politic and corporate and political subdivision of the State of South Carolina, and has the power and authority under the laws of the State of South Carolina to execute and deliver this Agreement and all other agreements and documents executed in connection herewith and to consummate the transactions contemplated hereby and carry out and perform its obligations hereunder. Company is a corporation duly organized and validly existing in good standing under the laws of the State of Georgia, is qualified to do business in the State of South Carolina, and has the corporate power and authority to execute and deliver this Agreement and all other agreements and documents executed in connection herewith and to consummate the transactions contemplated hereby and carry out and perform its obligations hereunder. Each party hereto covenants and agrees that it has the right, power and authority to enter into this Agreement and to transfer and convey the Property to be conveyed by such party hereunder in accordance with the terms and conditions hereof, and this Agreement is a valid and binding obligation of each party hereto as of the date first set forth above. As of the Closing (as defined below), all necessary action shall have been taken by each party hereto authorizing the execution and delivery of all documents and instruments to be executed and delivered by such party at Closing. This Agreement, when executed and delivered, will be a valid and binding obligation of each party in accordance with its terms.

2.3. Taxes. Each Grantor represents and warrants that its respective Property is not subject to special taxes or assessments for roadway, sewer, or water improvements or other public improvements and such Property is free and clear of any tax liens except for ad valorem tax liens that are not yet due and payable.

2.4. Options and Contracts. Each Grantor represents and warrants with respect to its respective Property that no options or other contracts have been granted or entered into which are still outstanding and which give any other party a right to purchase any interest in such Property or any part thereof.

2.5. Condemnation Proceedings. Each Grantor represents and warrants that there are no condemnation or eminent domain proceedings pending against its respective Property or any part thereof and that it has received no notice, oral or written, of the desire of any public authority or other entity to take or use such Property or any part thereof.

2.6. Mechanic's Liens. Each Grantor represents and warrants that no payments for work, materials, or improvements furnished to its respective Property will be due or owing at Closing and no mechanics lien, materialmans lien, or other similar lien shall be of record against such Property as of Closing.

2.7. Pending Litigation. Each Grantor represents and warrants there is no claim, litigation, or other proceeding, the probable outcome of which will have a material adverse effect on the value of its respective Property or its intended use, pending or threatened before any court,

commission, or other body or authority, and, further, neither Grantor has received written notification of any asserted failure of such Grantor or its Property to comply with applicable laws (whether statutory or not) or any rule, regulation, order, ordinance, judgment or decree of any federal, municipal or other governmental authority.

2.8. No Defaults. Each of County and Company represent and warrant with respect to itself that neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will:

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

(b) Violate any restriction to which it is subject;

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

(d) Result in the acceleration of any mortgage or note pertaining to the Property to be conveyed by it hereunder or the cancellation of any contract or lease pertaining to such Property; or

(e) Result in the creation of any lien, charge or encumbrance upon any of the Property to be conveyed by it pursuant to the provisions of this Agreement.

2.9. Events Prior to Closing. Each of County and Company will not cause or permit any action to be taken which would cause any of their respective representations or warranties to be untrue as of the Closing. Each of County and Company agrees to immediately notify the other party in writing of any event or condition which occurs prior to Closing hereunder, which causes a change in the facts related to, or the truth of, any of its own representations.

2.10. Further Acts of Grantors. On or before the Closing, each Grantor will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may reasonably be required by its respective Grantee or such Grantee's title insurance company to vest in and assure to such Grantor full rights in or to the Property to be acquired by such Grantee hereunder.

2.11. Maintenance of Property. Between the date of this Agreement and Closing, each Grantor will continue to maintain the Property owned by it as it currently is maintained and exists; and shall not make or enter into any lease or other agreement for the use, occupancy or possession of all or any part of such Property without its Grantee's prior written approval.

2.12. Environmental Representations, Warranties and Covenants. Each Grantor represents and warrants for itself that:

(a) Neither itself nor, to its knowledge, any previous owner of the Property to be conveyed by such Grantor or any other person or entity has ever used, generated, processed, stored, disposed of, released, or discharged any Hazardous Substance on, under, about or in the vicinity of such Property or transported it to or from such Property,

nor, to such Grantor's knowledge, has any party ever alleged that any such activities have occurred.

(b) No use of the Property by such Grantor or, to the best of such Grantor's knowledge, by or any other person has occurred which violates or has been alleged by any party to violate any applicable Environmental Law, nor is the Property to be conveyed by such Grantor subject to any restriction, lien or encumbrance related to any environmental matter.

(c) As used in this Agreement, "Hazardous Substance" shall mean and include all hazardous or toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents, radon and urea formaldehyde), and any other similar substances, or materials which are included or regulated by any local, state, or Federal law, rule order or regulation pertaining to environmental regulation, contamination, clean-up or disclosure (collectively, "Environmental Laws"), including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, as amended.

(d) Such Grantor has not received any oral or written notice of alleged violations of or liability under Environmental Law with respect to the Property to be conveyed by such Grantor hereunder by any governmental authority or other person and there are no judicial or administrative orders outstanding and no lawsuits, claims, proceedings (whether civil, administrative or criminal) or investigations pending, or to such Grantor's best knowledge threatened, relating to the ownership, use, maintenance or operation of the Property, nor is there any basis for such lawsuits, claims, proceedings or investigations being instituted or filed.

(e) To the best of each Grantor's knowledge, there are not now and never have been located or situated on or beneath the Property to be conveyed by such Grantor any (i) subsurface (underground) tanks; (ii) underground piping or lines associated with aboveground tanks; or (iii) septic tanks, leach fields or similar features.

(f) To the best of such Grantor's knowledge, there are no polychlorinated biphenyls on the Property to be conveyed by such Grantor.

(g) To the best of such Grantor's knowledge, there is no lead based paint, asbestos or asbestos containing material incorporated in the improvements on the Property to be conveyed by such Grantor, if any.

(h) To the best of such Grantor's knowledge, no condition exists, and no event has occurred related to the Property to be conveyed by such Grantor hereunder or the Grantor's past or present operations, which with the passing of time or the giving of notice or both, would constitute a violation of Environmental Law or otherwise give rise to costs, liabilities, obligations or to the need for investigation or corrective action under any Environmental Law.

2.13. AS IS SALE. OTHER THAN THE SPECIFIC REPRESENTATIONS AND WARRANTIES HEREIN, EACH GRANTOR HEREUNDER MAKES NO REPRESENTATIONS, WARRANTIES, OR PROMISES REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES OR PROMISES AS TO THE PHYSICAL OR ENVIRONMENTAL CONDITION, LAYOUT, FOOTAGE, ZONING, UTILITIES, PRESENCE OF HAZARDOUS MATERIALS, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY OR ITS CONVEYANCE OF THE PROPERTY TO ITS GRANTEE. EACH GRANTEE HEREUNDER AGREES THAT NO SUCH REPRESENTATIONS, WARRANTIES OR PROMISES HAVE BEEN MADE AND AGREES TO TAKE THE PROPERTY TO BE CONVEYED TO IT HEREUNDER "AS IS." EACH GRANTEE HEREUNDER REPRESENTS TO ITS GRANTOR HEREUNDER THAT SUCH GRANTEE HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY TO BE ACQUIRED BY SUCH GRANTEE HEREUNDER AS ARE DESIRED BY SUCH GRANTEE, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF THE GRANTOR OF SUCH PROPERTY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SUCH GRANTOR AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS PROVISION SHALL SURVIVE CLOSING.

3. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES.** All statements contained in any exhibit, schedule, document, or certificate or other instrument delivered by or on behalf of any party hereto, or in connection with the transactions contemplated hereby, shall be deemed representations and warranties hereunder by such party. All representations and warranties made by the parties to this Agreement or pursuant hereto shall survive any investigations made by or on behalf of the parties, the execution and delivery of this Agreement, and the Closing.

4. **CONDITIONS PRECEDENT TO OBLIGATIONS.**

4.1. Review Period. Each Grantee shall have a period (the "Review Period") commencing on the date hereof and expiring ninety (90) days thereafter to do the following, each of which shall be a condition precedent to such party's obligations hereunder:

(a) To conduct, at its cost, any and all inspections, engineering and feasibility studies upon and with respect to the Property to be acquired by such Grantee hereunder, including, but not limited to environmental inspections and studies, which such party deems necessary, in an effort to determine whether or not to proceed with the Closing. Without limitation of the generality of the foregoing, it is agreed that each Grantee's inspection of the Property to be acquired by it hereunder may include soil borings, surface water and groundwater testing and analysis, boundary, structural, topographical, and other surveys and any other studies and/or tests desirable for such Grantee to determine that the Property is suitable for its intended purpose. In this regard, each Grantor hereby agrees that each Grantee, and/or each Grantee's agents or employees, may have unlimited access to the Property to be acquired by such Grantee hereunder during such Review Period to conduct such studies and inspections. Upon completion of such inspections, each Grantee shall restore the surface of the Property to substantially

the same condition of the surface on the date hereof after all such tests and inspections are completed.

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

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

(d) To obtain such assurances or approvals from the appropriate governmental authorities as such Grantee deems necessary in relation to such Grantee's intended use of the Property to be acquired by such Grantee or the environmental condition of such Property. In connection therewith, within ten (10) days from the Date of this Agreement, each Grantor shall deliver or make available to each Grantee true and correct copies of all contracts, leases, documents, agreements or other information which affects the use, condition (including environmental condition), operation or ownership of the Property being conveyed by such Grantor. Each Grantor agrees to use its best efforts to cooperate with its respective Grantee so that such Grantor shall deliver to such Grantee any item in the possession or control of such Grantor related to the Property to be conveyed by such Grantor which such Grantee would like to receive and inspect.

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

4.3. Status of Title. At Closing each Grantor shall deliver the Closing Documents (as such term is defined below) to its respective Grantee as provided by Section 6.2 below, and shall be capable of conveying, and the Closing Documents will purport to convey, good and marketable fee simple title to the Property to be conveyed by such Grantor hereunder to the applicable Grantee subject only to encumbrances and title exceptions acceptable to such Grantee. No Grantor shall create, cause or permit any encumbrance, impairment or transfer of title to the Property to be conveyed by such Grantor hereunder, other than as specifically provided herein; provided, however, that no Grantor shall have any obligation to cure, have the Property released from or terminate any encumbrance on, impairment of, or lien against the Property owned by such Grantor that is caused by the Grantee of such Property or related to such Grantee's activity on or use of such Property.

5. **CLOSING.** The purchase and sale contemplated hereunder shall be consummated at the closing (referred to herein as the "Closing") which shall take place no later than the date which is thirty (30) days following the last day of the Review Period. The Closing shall take place at the offices of County's counsel:

McNair Law Firm, P.A.
104 S. Main Street, Suite 700
Greenville, SC 29601

6. GRANTOR'S DELIVERIES. In addition to other conditions precedent set forth elsewhere in this Agreement, each Grantor shall deliver to its respective Grantee all of the following documents and items, the delivery and accuracy of which shall further condition such Grantee's obligations to consummate the property trade herein contemplated:

6.1. Items Delivered Within Ten (10) Business Days. Each Grantor shall deliver all of the following in such Grantor's possession or control to its respective Grantee within Ten (10) business days following the Date of this Agreement:

(a) Results of any soil boring tests with respect to the Property to be conveyed by such Grantor hereunder;

(b) All building plan drawings, surveys and topographical renderings of the Property to be conveyed by such Grantor hereunder; and

(c) All environmental studies of, and any environmental permits or approvals with respect to, the Property to be conveyed by such Grantor.

6.2. Items Delivered to Grantees at Closing. Each Grantor shall deliver the following items (collectively, the "Closing Documents") at Closing to its respective Grantee:

(a) A limited warranty deed, satisfactory in form and substance to such Grantee or such Grantee's title insurance company, conveying good and marketable fee simple title to the Property to be conveyed to such Grantee hereunder, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement.

(b) An Owner's Affidavit, lien waiver, and or other agreements and affidavits satisfactory for the purpose of removing the "standard" exceptions from such Grantee's Owner's Title Insurance Policy for the Property to be conveyed by such Grantor hereunder; provided, however, that any such agreement or affidavit provided by the County or any County official shall not contain any provision requiring indemnification by the County or such County official.

7. GRANTEE'S DELIVERIES AT CLOSING. At the Closing, each Grantee shall deliver the following to its respective Grantor:

7.1. Such documents as may be required or as may be reasonable or necessary to consummate and close the transactions contemplated herein pursuant to the terms and provisions of this Agreement.

7.2. Copies of such documents and resolutions as may be acceptable to its Grantor's counsel evidencing the authority of the person signing the documents to be executed by such Grantee at the Closing.

8. PRORATIONS/DEPOSITS. All real property taxes for the Property to be conveyed by Company hereunder shall be prorated between County and Company as of the Closing Date and Company shall pay to County the estimated amount of such taxes having accrued for the current tax year to the date of the Closing Date based on information available at Closing. If, when tax bills are issued by the County for the property tax year in which the Closing occurs, the estimated taxes used for the proration under this Section are shown to be inaccurate, the parties shall promptly adjust such proration and make the necessary payment to reflect such adjustment.

9. FEES AND EXPENSES. Each Grantee shall pay for the title insurance premiums due in connection with the issuance of such Grantee's owner's title insurance policy; the cost of any survey ordered by such Grantee, any Phase I Environmental Audit or other environmental investigation performed by such Grantee, and any and all other costs and fees associated with such Grantee's investigation or purchase of the Property acquired by such Grantee. Each Grantor shall pay for the preparation of the deed in to its respective Grantee, all deed filing fees (formerly known as documentary tax stamps) incurred with respect to such deed, and other miscellaneous out-of-pocket expenses incurred by such Grantor in connection with the transactions contemplated hereby. Each party shall each pay its own legal and accounting fees related to the transactions contemplated hereby. The parties hereto covenant and agree that no brokerage fees or real estate commissions are or shall be due or owing in connection with the transactions contemplated hereby or in any way with respect to the conveyance of the Property.

10. CONDEMNATION OR CASUALTY LOSS. In the event of condemnation or receipt of notice of condemnation or taking of any part of the Property by governmental authority prior to the Closing, or any material casualty loss to the Property prior to Closing, the Grantee of such portion of the Property hereunder shall, at its option, have the right to terminate this Agreement. After Closing, all risk of loss due to condemnation or casualty shall lie with the Grantee.

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

12. MISCELLANEOUS

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

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

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

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

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

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

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

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

(a) If to Company:

With a Copy to:

Michael G. Kerman, Esq.
Sutherland Asbill & Brennan LLP
999 Peachtree Street N. E. – Suite 2300
Atlanta, Georgia 30309-3996

(b) If to County:

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

With a copy to:

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

Anderson, SC 29624

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

12.9. Assignment. Neither this Agreement nor any rights or obligations created or existing under this Agreement may be assigned by either party without the prior written consent of the other party hereto.

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

[execution page follows]

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

COUNTY:

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Its: _____

COMPANY:

STONE MOUNTAIN INDUSTRIAL PARK, INC.

By: _____

Its: _____

Exhibit A

County Property

[see attached]

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2013-23**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED FEE AGREEMENT BETWEEN OCONEE COUNTY AND GREENFIELD INDUSTRIES, INC., INCLUDING THE INCLUSION OF TDC CLEMSON LAND COMPANY, LLC, GREENTECH METAL RECYCLING, LLC AND TDC SAWS, LLC, AS CO-SPONSORS, AMENDING THE FEE AGREEMENT DATED AS OF DECEMBER 1, 2009; AND OTHER MATTERS RELATED THERETO

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

WHEREAS, pursuant to an Oconee County ordinance dated December 15, 2009, the County Council authorized the execution by the County of a Fee Agreement dated as of December 1, 2009 (the "Greenfield Fee Agreement") with Greenfield Industries, Inc. ("Greenfield") for the purpose of financing the cost of the expansion and acquisition, by construction and purchase of buildings, improvements, machinery, equipment and fixtures which constitute a facility used for the purpose of manufacturing metal products in the County and all activities related thereto (the "Project"); and

WHEREAS, Greenfield has to date invested not less than Ten Million Dollars (\$10,000,000) in the Project pursuant to the Greenfield Fee Agreement and, is planning to invest an additional not less than Five Million Dollars \$5,000,000 in the Project, within a five year extension period provided pursuant to and in accordance with the Act, if the County approves such extension period; and

WHEREAS, Greenfield is desirous of amending the Greenfield Fee Agreement dated as of December 1, 2009, which states that the required minimum level of investment in the Project be not less than Eighteen Million Dollars (\$18,000,000), so as to revise the required minimum level of investment in the Project to Ten Million Dollars (\$10,000,000) during the Investment Period (as

defined in the Greenfield Fee Agreement) and no less than Fifteen Million Dollars (\$15,000,000) within an extended Project Investment Period, if an Investment Period extension of five years for the Project is agreed to by the County, and so as to include TDC Clemson Land Company, GreenTech Metal Recycling, LLC and TDC Saws, LLC, as Co-Sponsors in the Project and the amended Greenfield Fee Agreement (jointly hereafter the "Sponsors"); and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of an amended Greenfield Fee Agreement by and between the County and the Sponsors which includes (1) the continuation of the same fee payments, in terms of calculation of payments made to the County, required under the Greenfield Fee Agreement; (2) the continuation of the same fee in lieu of tax payments as under the Greenfield Fee Agreement only for the time required for payments under the Greenfield Fee Agreement; (3) the reduction of the required minimum level of investment in the Project from \$18,000,000 to \$10,000,000 on or before December 31, 2013;(4) an approval of a five (5) year extension to the Investment Period for the Project under the Greenfield Fee Agreement, conditional upon and subject to a revised total investment of not less than \$15,000,000 in the Project by the end of the revised, extended Investment Period; (5) the appropriate agreements and terms to otherwise continue the terms and provisions, including expectations of the parties, and limitations of the Greenfield Fee Agreement, without change except as specified herein, and (6) the inclusion of TDC Clemson Land Company, GreenTech Metal Recycling, LLC and TDC Saws, LLC, as Co-Sponsors (jointly hereafter the "Sponsors") in the amended Greenfield Fee Agreement. Provided, the amended Greenfield Fee Agreement shall provide that the reduction of the Fee Agreement minimum investment requirement to \$10,000,000 in (3), above, shall be contingent upon the Sponsors making the new, required minimum investment of \$15,000,000 in the Project within the extended Investment Period, subject to retroactive loss of FILOI treatment (including repayment, with interest, for additional amounts due, as for failure to meet statutory minimum investment requirements) for investments made past the end of the original Investment Period if the Project investment does not hit at least \$15,000,000 by the end of the extended Investment Period ; and

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

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

Section 1. It is the intention of the County Council and the Sponsors that the amendment of the Greenfield Fee Agreement shall not diminish or enhance the value of the existing fee in lieu of tax arrangement between the County and Greenfield to either party, provided, the Sponsors shall now (with the Amended Greenfield Fee Agreement) have (i) a minimum required

2013 and, (ii) a minimum required investment level of \$15,000,000 in the Project on or before December 31, 2018.

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

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

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

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

Passed and approved this ___ day of _____, 2013.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading: August 20, 2013
Second Reading: September 3, 2013
Public Hearing:
Third Reading:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013-25

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS (STONE POND SPECIAL TAX DISTRICT); SERIES 2014, OF OCONEE COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$1,000,000; 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; AMENDING ORDINANCE NO. 2012-28 OF THE COUNTY; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2013

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

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

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

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

“**Bonds**” shall mean the General Obligation Bonds (Stone Pond Special Tax District), Series 2014, or such other appropriate series designation, in the aggregate principal amount of not exceeding \$1,000,000 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.

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

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

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

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

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

“Government Obligations” shall mean 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, commencing on the date as determined by the Chairman of County Council.

“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.

“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.

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

“State” shall mean the State of South Carolina.

“Stone Pond Ordinance” shall mean Ordinance No. 2012-28 of the County, enacted August 14, 2012, as modified and amended by this Ordinance.

“Stone Pond Special Tax District” shall mean the special tax district established pursuant to the Stone Pond Ordinance and Section 4-9-30 of the South Carolina Code.

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

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

(b) Article X, Section 14 of the Constitution provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General

Assembly shall prescribe by general law within the limitations set forth in Section 14 and Section 12 of Article X.

(c) Article X, Section 12 of the Constitution provides that no law shall be enacted permitting the incurring of bonded indebtedness by any county for infrastructure benefiting only a particular geographical section of the county unless a special assessment, tax or service charge in an amount designed to provide debt service on bonded indebtedness incurred for such purpose shall be imposed upon the area or persons receiving the benefit therefrom.

(d) Article X, Section 14 of the Constitution further provides that general obligation debt may be incurred only for a purpose which is a public purpose and which is a corporate purpose of the County. The power to incur general obligation debt shall include general obligation debt incurred by the County within the limitations prescribed by Article X, Section 12 of the Constitution. In determining the debt limitations imposed by subsection (7) of Section 14 bonded indebtedness incurred pursuant to Article X, Section 12 shall not be considered.

(e) 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.

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

(g) The County, acting by and through the Oconee County Council (the "County Council"), is authorized pursuant to the provisions of Title 4, Chapter 9 of the South Carolina Code, to assess property and levy ad valorem property tax and uniform service charges, including the power to tax different areas at different rates related to the nature and level of governmental services provided.

Section 4-9-30(5)(a)(ii) of the South Carolina Code provides that when a petition is submitted to the county council signed by seventy-five percent (75%) or more of the resident freeholders who own at least seventy-five percent (75%) of the assessed valuation of real property in a proposed special tax district, the county council upon certification of the petition may pass an ordinance establishing the special tax district.

The resident freeholders of the Stone Pond Special Tax District, representing at least seventy-five percent (75%) of the resident freeholders and owning at least seventy-five percent (75%) of the total assessed valuation of real property therein, have properly submitted a petition the "Petition", containing a designation of the boundaries of the Stone Pond Special Tax District, a description of the nature of services to be rendered therein, and the maximum level of taxes or user service charges, or both, authorized to be levied and collected, for such services in the Stone Pond Special Tax District, to the County Council, requesting that the County Council pass an ordinance establishing the Stone Pond Special Tax District as a special tax district. The Petition has been properly certified by certificate of the County Assessor dated May 8, 2012 and certificate of the County Auditor dated May 16, 2012. The County, acting by and through the County Council, has enacted the Stone Pond Ordinance establishing and providing for the operation of the Stone Pond Special Tax District.

(h) Pursuant to Section 4-9-30(d) of the South Carolina Code, before the issuance of any general obligation bonds to provide a service in a special tax district and the levy of a tax to retire the bonds at rates different from those levied in the remainder of the county related to the nature and level of government services to be provided in the special tax district, the county council shall first approve the issuance of the general obligation bonds and the levy of the tax to retire the bonds by ordinance.

(i) The proceeds derived from the sale of the Bonds shall be applied to pay (i) the costs of the repair and improvement of all streets and roadways in Stone Pond sufficient to cause such roads to meet the County's minimum standards for accepting and maintaining such streets and roadways as county streets and roadways, including, without limitation, patching, widening, intermediate leveling, surfacing, resurfacing, and improvement of driveways, storm drains, detention ponds, cul-de-sacs and split roads, and other repair and improvement of such streets and roadways and all associated structures, facilities, property, and infrastructure as shall be deemed necessary or desirable by the County in order for such streets and roadways to be accepted by the County; and any relocation or other improvement of or changes to utilities and structures, including, without limitation, underground utilities necessary to accomplish any of the foregoing (collectively, the "Project"); and (ii) 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.

(j) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$1,000,000 aggregate principal amount general obligation bonds of the County to provide funds for the purposes set forth in Section 2(i) 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 \$1,000,000 aggregate principal amount of general obligation bonds of the County to obtain funds for the purposes set forth in Section 2(i) 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 "\$1,000,000 [or principal amount issued] General Obligation Bonds (Stone Pond Special Tax District), Series 2014, 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 of each year as determined by the Chairman of County Council pursuant to Section 5 hereof.

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

SECTION 5. Determination of Certain Matters Relating to the Bonds. The Chairman of County Council and the County Administrator are 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) determine the maturity schedule and the principal amounts of each maturity of the Bonds; (e) adjust the principal amounts of each maturity of the Bonds as prescribed in the Notice of Sale; (f) determine whether to receive proceeds of the Bonds by means of a periodic draw; (g) determine the date and time of sale of the Bonds; (h) determine the redemption provisions therefor; (i) approve the Registrar and Paying Agent as provided in Section 8 hereof; (j) determine whether one or more of the respective Series of Bonds shall be issued on a federally tax-exempt basis; (k) determine the Interest Payment Dates, as well as the first Interest Payment Date and the Principal Payment Date; and (l) 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 and the County Administrator 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 and the County Administrator 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
 (STONE POND SPECIAL TAX DISTRICT)
 SERIES 2014

No. R- __

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

PRINCIPAL AMOUNT: DOLLARS

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

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

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

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

[Redemption provisions]

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

(Cust.) Custodian (Minor)

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

under Uniform Gifts to Minors

(State)

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

FORM OF ASSIGNMENT

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

(Name and address of Transferee)

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

Dated:

Signature Guaranteed:

(Authorizing Officer)

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

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

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

[FORM OF CERTIFICATE]

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

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

SECTION 14. Security for Bonds. The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal and interest on the Bonds as they respectively mature and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County and collected by the Treasurer of the County in the same manner as

other County taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor. It is County Council's intent that the annual tax to be levied for the payment of the principal and interest on the Bonds shall be reduced in each year by the amount of the revenue collected from the imposition of Stone Pond Taxes (as defined in the Stone Pond Ordinance) levied in the Stone Pond Special Tax District so that the levy of a tax on all taxable property in the County is necessary only when the revenue from the Stone Pond Taxes is insufficient to pay principal and interest on the Bonds.

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

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

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

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

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

SECTION 17. Sale of Bonds, Form of Notice of Sale. The Bonds shall be offered for public sale on the date and at the time designated by the Chairman of County Council or the County Manager. 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
(STONE POND SPECIAL TAX DISTRICT), SERIES 2014
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 (Stone Pond Special Tax District), Series 2014 __, 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 _____, 2013, or such other date and time as may be established by the County and communicated by Thomson Municipal Market Monitor not less than 48 hours prior to the time proposals are to be received.

Mailed or Hand-Delivered Proposals: Each mailed or hand-delivered proposal shall be enclosed in a sealed envelope marked "Proposal for General Obligation Bonds (Stone Pond Special Tax District), Series 2014 __, Oconee County, South Carolina" and should be mailed or hand-delivered to the Chairman of the County Council at the address in the first paragraph hereof.

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

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

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

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>
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The Bonds will bear interest from the date thereof payable semiannually on April 1 and October 1 of each year, commencing _____, 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, 202__, shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after April 1, 20__, shall be subject to redemption at the option of the County on or after April 1, 20__, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption.

[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 repair and improvements to streets and roadways in Stone Pond Special Tax District.

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.

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

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

Delivery: The Bonds will be delivered through the facilities of The Depository Trust Company in New York, New York, on or about _____, 2013, at the expense of the County or at such other place as may be agreed upon with the purchasers at the expense of the purchaser. The purchase price then due must be paid in federal funds or other immediately available funds.

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

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

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

<p>Mark H. Pullium, Finance Director Oconee County 415 S. Pine Street Walhalla, SC 29691 Telephone: 864.364.5196 Email: mpullium@oconeesc.com</p>	<p>Daniel R. McLeod, Jr., Esquire McNair Law Firm, P.A. Post Office Box 447 Greenville, SC 29602 Telephone: 864.271.4940 E-mail: dmcLeod@mcnair.net</p>
<p>Brian Nurick Southwest Securities Inc.</p>	<p>Brandon T. Norris, Esq. McNair Law Firm, P.A.</p>

1219 Assembly Street, Suite 202
Columbia, South Carolina 29201
Telephone: 803.765.1004
E-mail: brian.nurick@swst.com

Post Office Box 447
Greenville, SC 29602
Telephone: 864.271.4940
E-mail: mburns@mcnair.net

Oconee County, South Carolina

SECTION 18. Notice of Private Sale. In the event the Bonds are not offered for sale under the provisions of Section 17 hereof, not less than seven (7) days prior to the delivery of the Bonds, notice of intention to sell the Bonds at private sale shall be given by publication in a newspaper of general circulation in the County.

The Notice shall be in substantially the following form:

NOTICE REGARDING SALE OF \$1,000,000
GENERAL OBLIGATION BONDS (STONE POND SPECIAL TAX DISTRICT),
SERIES 2014 OF
OCONEE COUNTY, SOUTH CAROLINA

NOTICE IS HEREBY GIVEN that pursuant to the provisions of S.C. Code § 11-27-40(4), the County Council (the "County Council") of Oconee County, South Carolina (the "County"), by Ordinance No. ___ enacted on _____, approved the sale of \$1,000,000 General Obligation Bonds (Stone Pond Special Tax District) Series 2014 (the "Bonds"), of the County. The Bonds will be sold to _____ at a purchase price of \$ ___; will bear interest at the rate of ___% per annum; will be dated as of the date of its delivery; and will mature on April 1 in the following years and principal amounts:

<u>Year</u>	<u>Principal Amount</u>
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Oconee County, South Carolina

SECTION 19. 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 20. 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 21. Filings with Central Repository. In accordance with Section 11-1-85 of the South Carolina Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual independent audit of the County within thirty days (30) of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five (5%) of the County's revenue or its tax base.

SECTION 22. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County Council as follows:

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

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

(c) The balance of the proceeds shall be applied 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 23. Notice of Public Hearing. The Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in the form attached hereto as Exhibit B, having been published in the *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 24. 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 and Finance Director, or either of them acting alone, are hereby authorized to adopt written procedures to ensure the County’s compliance with federal tax matters relating to such Bonds.

SECTION 25. Designation of Bonds. The County Council hereby authorizes the Chairman of the County Council and the County Administrator to designate any of the Bonds in accordance with the applicable provisions of the Code, as “qualified tax-exempt obligations” as defined in the Code. The Chairman of the County Council and the County Administrator shall determine that the County Council and all subordinate entities thereof do not anticipate to issue more than \$10,000,000 in tax-exempt bonds or other tax-exempt obligations in the year in which the Bonds are issued (other than private activity bonds) except for qualified 501(c)(3) bonds.

SECTION 26. 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 27. Appointment of Commission. The County Council hereby ratifies the appointment of the following individuals to serve as commissioners of the Commission (as defined in the Stone Pond Ordinance) of the Stone Pond Special Tax District in accordance with the provisions of the Stone Pond Ordinance, with such appointments and ending on the dates set forth below:

Jim DeNisco, Commission Chairman	August 13, 2014
Brett Smagala, Commission Vice Chairman	August 13, 2016
John Hubbard, Commissioner	August 13, 2016

SECTION 28. Declaration of Intent to Reimburse Certain Expenditures. This Ordinance shall constitute the County’s declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the County from a portion of the proceeds of the Bonds for expenditures it anticipates incurring (the “Expenditures”) with respect to the Project prior to the execution and delivery of the Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (a) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Code) under general federal income tax principals; or (2) certain *de minimis* or preliminary Expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. The source of funds for the Expenditures with respect to the acquisition of the Equipment will be the County’s general fund. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such project was placed in service, but in no event more than three (3) years after the original Expenditures.

SECTION 29. Miscellaneous. The County Council hereby authorizes the County Administrator to retain McNair Law Firm, P.A. as bond counsel and Southwest Securities, Inc. as financial advisor in connection with the issuance of the Bonds. The County Council further 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 30. 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 31. Effective Date.

This Ordinance shall become effective and enforced from and after _____, 2013.

[Signature page to follow]

Enacted by the County Council of Oconee County, South Carolina, this ____ day of _____,
2013.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council
Oconee County, South Carolina

ATTEST:

Administrator, Oconee County, South Carolina

Clerk to County Council,
Oconee County, South Carolina

Date of First Reading: August 20, 2013
Date of Second Reading: September 3, 2013
Date of Public Hearing: _____, 2013
Date of Third Reading: _____, 2013

[Signature page]

EXHIBIT A

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Oconee County, South Carolina (the "County") in connection with the issuance of \$_____ General Obligation Bonds (Stone Pond Special Tax District), Series 2014__ of Oconee County, South Carolina (the "Bonds"). The Bonds are being issued pursuant to Ordinance No. 2013-__ enacted by the County Council of the County on _____, 2013 (the "Ordinance"). The County covenants and agrees as follows:

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

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

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

"**Bonds**" shall mean the \$_____ General Obligation Bonds (Stone Pond Special Tax District), Series 2014__, Oconee County, South Carolina, dated _____, 2013.

"**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 2014, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date,

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

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

(c) The Dissemination Agent shall:

(1) 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

(2) 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.

The County's Annual Report shall contain or incorporate by reference the most recent audited financial statements, which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the County, and shall, in addition, contain or incorporate by reference the following information as provided in the Official Statement under the headings:

- [
- (a) THE BONDS—Security;
 - (b) DEBT STRUCTURE—Outstanding Indebtedness of the County for the preceding fiscal year;
 - (c) CERTAIN FISCAL MATTERS— Market Value/Assessment summary of taxable property in County for preceding fiscal year;
 - (d) Tax levy for the County for current fiscal year;
 - (e) Tax collections for the County for preceding fiscal year; and
 - (f) Ten largest taxpayers (including fee-in-lieu-of-tax) for the County for preceding fiscal year.]

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: _____, 201_

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Oconee County, South Carolina

Name of Bond Issue: \$_____ General Obligation Bonds (Stone Pond Special Tax District), Series 2014, Oconee County, South Carolina

Date of Issuance: _____, 201_

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 ___ p.m. meeting of Oconee County Council on _____, 2013, at the Council Chamber of Oconee County Council, 415 South Pine Street, Walhalla, South Carolina.

The purpose of the public hearing is to consider 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 of

; 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

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 3, 2013

COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

First Reading [in title only] **Ordinance 2013- 24** "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND **PROJECT GAMMA**; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT"

and

First and Final Reading of **Resolution R2013-17** "A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND **PROJECT GAMMA**, WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT FOR A PROJECT INVOLVING NOT LESS THAN FIVE MILLION DOLLARS (\$5,000,000) INVESTMENT" including an Inducement Agreement

BACKGROUND DESCRIPTION:

This ordinance puts into place a fee-in-lieu-of-taxes agreement (FILOT) between Oconee County and Project Gamma. The company will locate this capital investment in Oconee as part of this incentive offered from the County.

This resolution authorizes execution of an Inducement Agreement between Oconee County and Project Gamma.

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

Ordinance 2013-24 & Resolution R2013-17


STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council

[1] approve on first reading in title only **Ordinance 2013- 24** and,

[2] approve on first and final reading of **Resolution R2013-17** including an Inducement Agreement

Submitted or Prepared By:



Approved for Submittal to Council:

Department Head/Elected Official

T. Scott Moulder, County Administrator

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

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

**STATE OF SOUTH CAROLINA
OCONEE COUNTY COUNCIL
ORDINANCE 2013-26**

AN ORDINANCE TO AMEND THE AGREEMENT AUTHORIZED BY ORDINANCES NO. 2006-027, 2008-017, 2010-04, 2010-24, 2010-32, 2011-09, 2011-15, 2011-34 and 2013-06 RELATING TO THE INDUSTRIAL/BUSINESS PARK OF OCONEE AND PICKENS COUNTIES SO AS TO ENLARGE THE PARK.

WHEREAS, pursuant to Ordinance No. 2006-027 enacted on December 5, 2006 by Oconee County Council, Oconee County (the “County”) entered into an Agreement for Development of Joint County Industrial and Business Park dated as of January 16, 2007 with Pickens County (the “Agreement”), which was subsequently amended by Ordinance No. 2008-17 enacted on October 21, 2008 by the County, resulting in the Agreement as amended by the First Amendment to the Agreement dated November 3, 2008; by Ordinance No. 2010-04 enacted on May 4, 2010 by the County, resulting in the Agreement as amended by the Second Amendment to the Agreement dated May 4, 2010; by Ordinance No. 2010-24 enacted on July 21, 2010 by the County, resulting in the Agreement as amended by the Third Amendment to the Agreement dated August 16, 2010; by Ordinance No. 2010-32 enacted on December 7, 2010 by the County, resulting in the Agreement as amended by the Fourth Amendment to the Agreement dated January 18, 2011; by Ordinance 2011-09 enacted on April 5, 2011 by the County, resulting in the Agreement as amended by the Fifth Amendment to the Agreement dated June 6, 2011, by Ordinance 2011-15 enacted on November 1, 2011 by the County, resulting in the Agreement as amended by the Sixth Amendment to the Agreement dated November 7, 2011; by ordinance 2011-34 enacted on February 7, 2012 by the County, resulting in the Agreement as amended by the Seventh Amendment to the Agreement dated February 7, 2012; by ordinance 2013-06 enacted on May 7, 2013 by the County, resulting in the Agreement as amended by the Eighth Amendment to the Agreement dated June 10, 2013 (hereinafter collectively referred to as the “Park Agreement”); and

WHEREAS, pursuant to Section 3 of the Park Agreement, the boundaries of the park created therein (the “Park”) may be enlarged pursuant to ordinances of the respective County Councils of the County and Pickens County; and

WHEREAS, Oconee County is desirous of enlarging the Park by the addition of the property described on Exhibit A of the Ninth Amendment to the Agreement, attached hereto;

NOW, THEREFORE, be it ordained by Oconee County Council that the Park Agreement is hereby and shall be amended by the Ninth Amendment to the Agreement to include the property in Oconee County described in the schedule attached to the Ninth Amendment to the Agreement as Exhibit A (as such description may be hereafter refined), and that the Chairman of Oconee County Council is hereby authorized to execute and deliver any desired amendments to the Park Agreement necessary to accomplish the aforesated enlargement.

Section 1. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Ninth Amendment to the Agreement and the performance of all obligations of the County under and pursuant to the Ninth Amendment to the Park Agreement and this Ordinance.

Section 2. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

DONE in meeting duly assembled this ____ day of _____, 2013

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

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: September 3, 2013
Second Reading: September 17, 2013
Public Hearing: October 1, 2013
Third Reading: October 1, 2013

Addition to Exhibit A (Oconee County)
Agreement for Development of Joint County
Industrial Park dated as of January 16, 2007,
Amended on November 3, 2008,
Second Amended on May 4, 2010
Third Amended on August 16, 2010
Fourth Amended on January 18, 2011
Fifth Amended on June 6, 2011
Sixth Amended on November 7, 2011
Seventh Amended on February 7, 2012
Eighth Amended on June 10, 2013
Ninth Amended on _____ 2013
Between Oconee County and Pickens County

Tract 9
Project Gamma

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: September 3, 2013

COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

First reading of **Ordinance 2013-27** "AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE TRANSFER OF AUTHORITY FOR MUNICIPAL ELECTIONS FOR THE TOWN OF WEST UNION AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT OR EMBODYING DOCUMENT INCLUDING THE TERMS OF ANY AGREEMENT, WITH EACH; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Present, with Town of West Union, their ordinances "Request Transfer of Authority" of their Municipal Elections to the Oconee County Election Commission

The process of transferring their elections must be approved by their ordinance, then presented to County Council for their acceptance, via ordinance.

Reference Section 5-15-145

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

No additional cost to the county.

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

Town of West Union
Executed Intergovernmental Agreement

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council approve Ordinance 2013-26 on first reading.

Submitted or Prepared By:

Approved for Submittal to Council:

Department Head/Elected Official

T. Scott Moulder, County Administrator

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

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

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013-27

AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE TRANSFER OF AUTHORITY FOR MUNICIPAL ELECTIONS FOR THE TOWN OF WEST UNION AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT OR EMBODYING DOCUMENT INCLUDING THE TERMS OF ANY AGREEMENT, WITH EACH; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through its governing body, the Oconee County Council (the “County Council”), has previously 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 “County Code”), as amended, from time to time; and,

WHEREAS, pursuant to the authority established in Article VIII, Section 13 of the State Constitution, and particularly the authority established in Section 6-1-20 of the Code of Laws of South Carolina, 1976, as amended (the “Code”), local governments, including counties, municipalities, and special service districts, may enter into intergovernmental agreements (the “Agreements”) with each other to provide joint public facilities and services when considered mutually desirable; and,

WHEREAS, the Town of West Union (the “Town”) is a municipality of the State pursuant to the authority established in Section 5-1-10 of the Code, and is declared to be a perpetual body, politic and corporate, entitled to exercise all the powers and privileges provided for municipal corporations in this State, and is a municipality of the County; and,

WHEREAS, Section 5-15-145 of the Code provides for the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections from a Town’s Municipal Election Commission (the “Town Commission”) to a County’s Voter Registration and Election Commission (the “County Commission”) upon the adoption of an appropriate ordinance by the governing body of the municipality transferring all authority, powers, duties, and responsibilities, and the adoption of an appropriate ordinance by the county governing body accepting the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections with both ordinances embodying terms of the Agreement related to such transfer; and,

WHEREAS, pursuant to the foregoing authorities the Town has indicated a desire to transfer all authority, powers, duties, and responsibilities for conducting municipal elections within the Town to the County Commission, and have commenced proceedings for the adoption of an ordinance for the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the Town from the Town’s Commissions to the County’s Commission; and,

WHEREAS, the County Council finds that the County's Commission is willing to assume the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the Town upon the terms and conditions outlined in this Ordinance and embodied in the attached Agreement, and the County Council finds that it is proper, appropriate and in the public interest for the County Council to adopt this Ordinance accepting the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections from the Town's Commissions to the County's Commission, on the terms and conditions herein contained and embodied in the attached Agreement. A copy of the Agreement is attached hereto as **Exhibit A**, and are hereby incorporated by reference as fully as if set forth verbatim herein; and,

WHEREAS, pursuant to the foregoing authorities, the Town and the County, through authorization from their respective governing bodies, as required by the Code, desire to authorize the execution and delivery of an Agreement that: provides for the transfer of all authority for conducting municipal elections in the Town from the Town's Commissions to the County's Commission; defines the authority, powers, duties, and responsibilities assumed by the County's Commission for the conduct of municipal elections in the town; and, provides for reimbursement of all costs and expenses incurred by the County's Commission in the conduct of such municipal elections:

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

1. The statements of fact and policy from the preamble of this Ordinance are hereby adopted, as findings of fact, by the County Council, in their entirety, and are hereby adopted by reference, as part of the ordaining language of this Ordinance as fully as if set forth verbatim herein.
2. The attached form of the Agreement, attached hereto as **Exhibit A** is hereby incorporated herein as fully as if set forth verbatim herein, in the form attached to this Ordinance and presented to the County Council meeting at which this Ordinance is to be approved, and is hereby adopted and approved, for execution by the County.
3. The Chairman of County Council, upon the advice and recommendation of the County Attorney, and the County, acting by and through the Chairman of County Council, are hereby authorized to execute and deliver the attached Agreement, and to implement the Agreement, in the form approved hereby, or with such changes as do not materially adversely affect the County, upon the advice and recommendation of the County Attorney, all subject to the terms and provisions thereof.
4. The County Council, as the governing body of the County and on behalf of the County, hereby accepts all authority powers, duties, and responsibilities to conduct municipal elections in the Town, and through the execution and implementation of the attached Agreement all such authority powers, duties, and responsibilities shall be transferred from the Town's Commissions to the County's Commission, all subject to the terms of the attached Agreements.

5. 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.
6. All ordinances, orders, resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the Agreement attached hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior County acts, actions, or decisions of the County or the County Council, in any regard, except as explicitly and specifically stated herein.
7. All other terms, provisions, and parts of the County Code not amended hereby, directly or by implication, shall remain in full force and effect.
8. This Ordinance shall take effect and be in full force and effect from and after the third reading and the public hearing and enactment by the County Council in accordance with the County Code.

Ordained in meeting, duly assembled, this __ day of October, 2013.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: September 3, 2013
Second Reading:
Public Hearing:
Third Reading:

Town of West Union, South Carolina
Ordinance Number 2013-03

**AN ORDINANCE AUTHORIZING THE TRANSFER OF AUTHORITY
FOR MUNICIPAL ELECTIONS FOR THE TOWN OF WEST UNION TO
OCONEE COUNTY AND AUTHORIZING AN INTERGOVERNMENTAL
AGREEMENT OR EMBODYING DOCUMENT INCLUDING THE
TERMS OF ANY AGREEMENT; AND OTHER MATTERS RELATED
THERE TO:**

WHEREAS, the Town of West Union, South Carolina, a municipal corporation and body politic and political subdivision duly organized and existing under the laws of the State of South Carolina, acting by and through its governing body, the Town of West Union Council, has previously adopted certain ordinances for the effective, efficient governance of the Town; and,

WHEREAS, pursuant to the authority established in Article VIII, Section 13 of the State Constitution, and particularly the authority in Section 6-1-20 of the Code of Laws of South Carolina, 1976, as amended, local governments, including counties, municipalities, and special service districts, may enter into intergovernmental agreements with each other to provide joint public facilities and services when considered mutually desirable; and,

WHEREAS, Section 5-15-145 of the Code provides for the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections from a Town's Municipal Election Commission to a County's Voter Registration and Election Commission upon the adoption of an appropriate ordinance by the governing body of the municipality transferring all authority, powers, duties, and responsibilities, and the adoption of an appropriate ordinance by the county governing body accepting the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections with both ordinances embodying terms of the Agreement related to such transfer; and,

WHEREAS, pursuant to the foregoing authorities the Town desires to transfer all authority, powers, duties, and responsibilities for conducting municipal elections within the Town to Oconee County, and to that end the Town has proposed this Ordinance to Town Council to authorize the execution and implementation of an Agreement to transfer all authority, powers, duties, and responsibilities for conducting municipal elections in the Town from the Town's Commission to the County's Commission. A copy of the Agreement is attached hereto as **EXHIBIT A** and is hereby incorporated by reference as fully as if set verbatim herein; and,

WHEREAS, pursuant to the foregoing authorities the County Council has found or will find that the County's Commission is willing to assume the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the Town upon the terms and conditions outlined in the attached Agreement, and have commenced proceedings for the adoption of Ordinance Number _____ that accepts the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections from the Town's Commission to the County's Commission; and,

WHEREAS, pursuant to the foregoing authorities, the Town and the County, through authorization from their respective governing bodies, as required by the Code, desire to authorize the execution and delivery of an Agreement that: provides for the transfer of all authority for conducting municipal elections in the Town from the Town's Commissions to the County's Commission; defines the authority, powers, duties, and responsibilities assumed by the County's Commission for the conduct of municipal elections in the Town; and, provides for reimbursement of all costs and expenses incurred by the County's Commission in the conduct of such municipal elections:

NOW, THEREFORE, it is hereby ordained by the Town Council of West Union, in meeting duly assembled that:

1. The statements of fact and policy from the preamble of this Ordinance are hereby adopted, as findings of fact, by the Town Council, in their entirety, and are hereby adopted by reference, as part of the ordaining language of this Ordinance as fully as if set forth verbatim herein.
2. The attached form of the Agreement, attached hereto as EXHIBIT A, is hereby incorporated herein as fully as if set forth verbatim herein, in the form attached to this Ordinance and presented to the Town Council meeting at which this Ordinance is to be approved, and is hereby adopted and approved, for execution by the Town.
3. The Mayor and Town Council are hereby authorized to execute and deliver the attached Agreement, and to implement the Agreement, in the form approved hereby, or with such changes as do not materially adversely affect the Town.
4. The Town Council, as the governing body of the Town hereby transfers all authority, power, duties, and responsibilities to conduct municipal elections in the Town, and through the execution and implementation of the attached Agreement all such authority powers, duties and responsibilities shall be transferred from the Town's Commission to the County's Commission, all subject to the terms of the attached Agreement.
5. 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.
6. All ordinances, orders, resolutions, and actions of the Town Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein or in the Agreement attached hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior Town acts, actions, or decisions of the Town or the Town Council, in any regard, except as explicitly and specifically states herein.
7. All other terms, provisions, and parts of the Town Code not amended hereby, directly or by implication, shall remain in full force and effect.
8. This Ordinance shall take effect and be in full force and effect from and after the second reading.

First Reading: 7-9-2013
Second Reading: 8-13-2013

Mayor: Linda Oliver
Council: Daniel Cappelen
Council: Daniel Cappelen
Council: Sharon Sommerman
Council: Brian G. Tully
Town Clerk: Cecilia Tully

EXHIBIT A

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 2013, by and between the Town of West Union, a municipal corporation duly organized and existing under the laws of the State of South Carolina, hereinafter referred to as the "town", and Oconee County, a body politic and corporate and political subdivision of the State of South Carolina, hereinafter referred to as the "County"

WHEREAS, pursuant to the authority established in Article VIII, Section 13 of the State Constitution, and particularly the authority established in Section 6-1-20 of the Code of Laws of South Carolina, 1976, as amended (the Code), local governments, including counties, municipalities, and special service districts, may enter into intergovernmental agreements ("the Agreement") with each other to provide joint public facilities and services when considered mutually desirable; and,

WHEREAS, Section 5-15-145 of the Code provides for the transfer of all authority, duties, and responsibilities for conducting municipal elections from a Town's Municipal Election Commission (the "Town Commission") to a County Voter Registration and Election Commission (the "County Commission") upon the adoption of an appropriate ordinance by the governing body of the municipality transferring all such authority, powers, duties, and responsibilities, and the adoption of an appropriate ordinance by the county governing body accepting the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections with both ordinances etc.; and

WHEREAS, pursuant to the foregoing authorities the Town has indicated a desire to transfer all authority, power, duties, and responsibilities for conduction municipal elections within the Town to the County Commission, and have commenced proceedings for the adoption of ordinances for the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the Town from the Town's Commission to the County's Commission;; and,

WHEREAS, pursuant to the foregoing authorities, the County Commission is willing to assume the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the Town, and the County has approved the adoption of Ordinance Number _____ authorizing an Agreement that accepts the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections from the Town's Commission to the County's Commissions; and,

WHEREAS, pursuant to the foregoing authorities, the Town and the County, through authorization from their respective governing bodies, as required by the Code, desire to enter into an Agreement that: provides for the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the Town from the Town's Commission to the County's Commission; defines the authority, powers, duties, and responsibilities assumed by the County's Commission for the conduct of municipal elections in the Town, and provides for reimbursement of all costs and expenses incurred by the County's Commission in the conduct of such municipal elections:

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Town of West Union and Oconee County (collectively the "Parties" or singularly the "Party") agree as follows:

- 1. The Town and the Town Ordinance authorizing the execution and delivery of this Agreement, transfer all authority, powers, duties, and responsibilities for conducting municipal elections within the Town from the Town's Commission to the County's Commission.**
- 2. The County hereby and by County Ordinance Number _____ authorizing the execution and delivery of this Agreement, accepts the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the Town, and all such authority, powers, duties, and responsibilities shall be transferred from the Town's Commission to the County's Commission.**
- 3. The County's Commission shall advertise municipal elections prepare and distribute ballots and election materials, appoint managers of election for each polling place, and otherwise supervise and conduct all municipal elections within the Town.**
- 4. The County's Commission shall begin to count and continuously count the votes cast and make a statement of the whole number of the votes cast in such elections together with the number of votes cast for each candidate for mayor and councilperson, canvas the votes and publicly display the unofficial results immediately upon the closing of the polls at any municipal election in the Town.**
- 5. The County's Commission shall certify te results of the elections and transmit the certified results to the Town Council or an appointed authority representing the Town government as soon as practicable following the certification.**
- 6. The County's Commission shall accept candidate filings and filing fees, including but not limited to notices of candidacy, candidacy pledges, hear and decide protests and certify the results of municipal elections.**
- 7. The County Commission shall utilize an Automated Election System and computer counting with the count publicly conducted.**
- 8. The County's Commission shall take such other action as may be necessary or appropriate to conduct municipal elections and certify the results.**
- 9. The County's Commission shall provide invoices and/or documentation to the Town of all costs and expenses incurred in the conduct of Town municipal elections, protests, certification of results, litigation or other related or similar costs which may be incurred, not specifically mentioned in the Agreement.**
- 10. The Town shall reimburse the County's Commission for all costs incurred in providing ballots, advertising elections, printing costs, postage, transportation costs, temporary help, programming charges, poll manager's compensation and all other related expenses incurred in its conduct of municipal elections in the Town.**
- 11. In the event a protest is filed or litigation is commenced in connection with the conduct of municipal elections, the Town shall pay all court costs, attorney fees, court reported fees and costs, and other costs and expenses incurred in such protest or litigation.**

12. Each party shall defend and pay all claims for damages to person and/or property, including court costs and attorney's fees, against it arising out of or in any way connected with the performance of this Agreement by the County, its agents and employees. Both Parties agree to immediately notify the other Party of any civil action arising out of the operation of this Agreement.
13. The Town shall give its full and complete cooperation to the County, and provide any reasonable assistance which may be requested by the County related to the administration and enforcement of the terms and provisions of the Agreement.
14. If any provision of the Agreement shall be held to be invalid or unenforceable, by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect and such determination shall not affect the rest and remainder of this Agreement, all of which is hereby deemed separable. In the event such invalid or unenforceable provision is considered an essential element of this Agreement, the Parties shall promptly renegotiate an enforceable replacement provision.
15. This Agreement shall become effective upon the date of execution by the last Party to sign and receipt of pre-clearance and positive response to the transfer of authority, powers, duties, and responsibilities for conducting municipal elections from the United States Justice Department, and shall be for an indefinite term, unless terminated in accordance with the provisions of Paragraph sixteen (16) of this Agreement.
16. This Agreement may be terminated at any time by either of the Parties upon at least sixty (60) days written notice to the other of its intent to terminate or to withdraw its authorization for the Agreement. Such written notice may be given by either party, and shall be deemed to have been duly given, if either Party personally delivers or mails (as of the postmark date) its intent to terminate and withdraw its authorization for the Agreement to the respective addresses stated below:

To the County at: County of Oconee
 Attn: County Administrator
 415 S. Pine St
 Walhalla, SC 29691

To the Town at: Town of West Union
 Attn: Mayor
 P.O. Box 129
 West Union, SC 29696

Either of the Parties may, at any time, change the address for notices to such Party by delivering or mailing a notice at least five (5) days prior to such address change, and setting forth the changed address.

17. This Agreement shall only be modified or amended with the mutual consent and approval of the Parties in writing.
18. This Agreement contains all matters considered by the Parties and shall constitute the complete and entire agreement between the Parties and no statement or representation not contained herein shall be valid.

19. All other Agreements, orders, resolutions, ordinances or parts of ordinances inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, in any regard any prior Town or County acts, actions, or decisions of the Town or County or the Town or County Council, in any regard except as explicitly and specifically stated herein.
20. This Agreement shall be construed and enforced under the laws of the State of South Carolina.

Witness our hands and seals this ____ day of _____, 2013

Witnesses

Oconee County, South Carolina

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

Witnesses

Town of West Union, South Carolina

Cecilia Atkins

[Signature]

By: *Linda Oliver*

Linda Oliver, Mayor Town of West Union
West Union, South Carolina

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013-28

AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL/ BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976 §4-1-170, ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXES TO THE COUNTIES AND RELEVANT TAXING ENTITIES; TO PROVIDE THAT JOB TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR BUSINESSES LOCATING IN SAID PARK; TO PERMIT A USER FEE IN LIEU OF *AD VALOREM* TAXATION WITHIN SAID PARK; AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SENECA RELATED TO THE CREATION OF THE PARK WITHIN THE CITY LIMITS OF THE CITY OF SENECA AND THE DISTRIBUTION OF CERTAIN FEES IN LIEU OF AD VALOREM TAXES DUE TO OCONEE COUNTY FROM THE PARK, AND THE PAYMENT BY OCONEE COUNTY TO THE CITY OF SENECA AND OTHER TAX PAYING ENTITIES IN OCONEE COUNTY OF FEE IN LIEU OF TAXATION DERIVED WITHIN THE PARK ; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Pickens County and Oconee County, South Carolina (jointly the “Counties”) are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial and business park within the geographical boundaries of one or more of the member counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties and promoting economic development in, and enhancing the tax base of Oconee County (the “County”), and the City of Seneca (the “City”), the County proposes to enter into an agreement with Pickens County, with the consent of the City, to develop jointly an industrial and business park wholly within Oconee County and the City as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, (the “Act”).

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL:

Section 1. Oconee County is hereby authorized to execute and deliver a written agreement to jointly develop an industrial and business park (the “Park”) with Pickens County, with the approval of any municipality within which the Park property shall lie. The Park is to be located within the boundaries of Oconee County. The form, terms, and provisions of the joint county industrial and business park agreement (the “Agreement”) presented to this meeting and filed with the Clerk of the Oconee County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the County Administrator be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement in the name and on behalf of the County. The Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all

changes or revisions therein from the form of Agreement now before this meeting. Because all or a portion of the Park property is or shall be located within the municipal limits of the City of Seneca, the City of Seneca must consent, and chooses to consent, to creation of this Park. An Intergovernmental Agreement has been created through which, among other things, as discussed further herein, the City of Seneca consents to creation of the Park within its municipal limits, in return for the County's agreement to distribute to the City of Seneca the City's proportionate share (based on the City's proportionate share of the millage from which Park fees in lieu of taxes are calculated in the year of taxation) of the Oconee County portion of the fee in lieu of tax revenues from the Park, after payment of the 1% partner county fee to Pickens County from the overall Oconee County revenues from the Park, and after payment of any special source revenue credit or bond authorized from such revenues. County is hereby authorized to execute and deliver the Intergovernmental Agreement with the City of Seneca. The Park is to be located within the boundaries of Oconee County and the City. The form, terms, and provisions of the Intergovernmental Agreement (the "Intergovernmental Agreement") presented to this meeting and filed with the Clerk of the Oconee County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Intergovernmental Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the County Administrator be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Intergovernmental Agreement in the name and on behalf of the County. The Intergovernmental Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Intergovernmental Agreement now before this meeting.

Section 2. The maximum tax credits allowable by South Carolina Code of Laws of 1976, Section 12-6-3360, as amended, will apply to any business enterprise locating in the Park.

Section 3. Any business or industrial enterprise locating in the Park shall pay a fee-in-lieu of *ad valorem* taxes as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution and the Act. The user fee paid in lieu of *ad valorem* taxes shall be paid to the Oconee County Treasurer. That portion of the fees from the Park premises located in Oconee County and allocated pursuant to the Agreement to Pickens County shall be paid by the Oconee County Treasurer to the Pickens County Treasurer within five business days following the end of the calendar quarter of receipt for distribution, in accordance with the Agreement. Payments of user fees shall be made by a business or industrial enterprise on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the county tax collector for Oconee County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

Section 4. The administration, development, promotion, and operation of the Park shall be the responsibility of Oconee County. Provided, that to the extent any Park premises is owned by a private developer or entity, the developer or entity shall be responsible for development expenses as contained in the Agreement.

Section 5. In order to avoid any conflict of laws or ordinances between the Counties, Oconee County ordinances and the ordinances of the City of Seneca will be the reference for such regulations or laws in connection with the Park. Nothing herein shall be taken to supersede any state or federal law or regulation.

Section 6. Law enforcement agencies for Oconee County and the City of Seneca, as the jurisdiction of each warrants, will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park. Water, sewer and fire services will be provided by the entities

which provide such services for the geographic location of the Park in Oconee County or the City of Seneca. EMS service will be provided by Oconee County or the City of Seneca, or both.

Section 7. The Intergovernmental Agreement shall also address any infrastructure tax credit granted to a project within the Park (the "ITC"), to pay for a portion of the infrastructure necessary to induce a company or companies to locate and build in the City, the County and the Park, and to support the construction and operation of the Park and any such company, and to support the continued economic development of the City and County. Oconee County Council hereby finds and declares that economic development of the City and County is a public purpose, that any ITC granted pursuant to the Intergovernmental Agreement will be used for economic development of the City and County, that any ITC will be used for a public purpose and, to the extent used for public infrastructure, for public use, and that any ITC is likely to cause a Project to locate in the City and County, thus adding to the tax base of both, and creating additional employment in both, all of which are public purposes of economic development. County Council hereby approves any ITC, as set forth in greater detail in the Intergovernmental Agreement.

Section 8. Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

Section 9. The Agreement may not be terminated except by concurrent ordinances of Pickens County Council and Oconee County Council, in accordance with the terms of the Agreement.

Section 10. Oconee County hereby designates that the distribution of the fee-in-lieu of *ad valorem* taxes pursuant to the Agreement and the Intergovernmental Agreement with the City of Seneca, received and retained by Oconee County for Park premises shall be as directed by Oconee County Council, including, without limitation, by and through its annual budget ordinance and the Agreement and the Intergovernmental Agreement with the City of Seneca, provided that the County may, from time to time, by ordinance, amend the distribution of the fee-in-lieu of tax payments to all taxing entities, except as otherwise regulated by law or agreement. All taxing entities levying *ad valorem* taxes or property located within the Park shall receive some distribution of *ad valorem* taxes, after distribution of the payment of the partner county fee and payment for any special source revenue bonds or credits, as provided herein and in the Intergovernmental Agreement. Zero percent (0%) of the fee-in-lieu-of-tax payments from the Park shall be paid to any taxing entity, other than those designated by Oconee County Council, herein, or in the Agreement or in the Intergovernmental Agreement, or otherwise. A portion of the fee-in-lieu of *ad valorem* taxes which Oconee County and/or the City of Seneca receives and retains pursuant to the Agreement for Park premises may be, from time to time and by ordinance of Oconee County Council, or Seneca City Council, or their successors, respectively, designated for the payment of special source revenue bonds or applied as a credit against qualifying infrastructure as provided for in Title 4, Chapters 1, 12 or 29, and Title 12, Chapter 44 of the South Carolina Code of Laws, 1976, as amended. Nothing contained herein, however, shall alter the distribution pursuant to the Intergovernmental Agreement, except as and unless mutually agreed upon in writing by Oconee County and the City of Seneca.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Enacted this _____ day of October, 2013.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading: September 3, 2013
Second Reading: September 17, 2013
Third Reading: October 1, 2013
Public Hearing: October 1, 2013

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2013-17

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT GAMMA, WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT FOR A PROJECT INVOLVING NOT LESS THAN FIVE MILLION DOLLARS (\$5,000,000) INVESTMENT

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, or cause to be acquired, properties and to enter into agreements with any industry to construct, operate, maintain and improve such property and to enter into or allow financing agreements with respect to such properties through which powers the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, Project Gamma, (the "Company"), has requested the County to participate in executing an Inducement and Millage Rate Agreement and a Fee in Lieu of Tax Agreement (the "Fee Agreement") (Project Gamma) pursuant to the Act for the purpose of authorizing and of acquiring by purchase, lease or construction certain land, building(s), machinery, apparati, and equipment, for the purpose of manufacturing metal products (the "Project"), all as more fully set forth in the Inducement and Millage Rate Agreement (the "Inducement Agreement") attached hereto; and

WHEREAS, the Company has requested the County to further assist it through the inclusion of the Project within a multi-county industrial/business park pursuant to Section 4-1-170 of the Act; and

WHEREAS, the County is authorized by the Act to execute such agreements, as defined in the Act, with respect to such Project; and

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

the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs; and

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

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

Section 1. Pursuant to the authority of the Act and for the purpose of authorizing the Fee Agreement (as described in the Act) for the Project, there is hereby authorized to be executed an Inducement and Millage Rate Agreement between the County and the Company pertaining to the Project involving investment in the County of not less than \$5,000,000 in qualifying fee in lieu of tax investment by the end of the fifth (5th) year after the year of execution of the Fee Agreement.

Section 2. The provisions, terms and conditions of the Fee Agreement by and between the County and the Company shall be prescribed by subsequent ordinance of the County Council.

Section 3. The Chairman of County Council is hereby authorized and directed to execute the Inducement Agreement attached hereto in the name of and on behalf of the County, in substantially the form attached, or with such changes or additions as shall not materially prejudice the County, upon the advice of the county attorney, and the Clerk of the County Council is hereby authorized and directed to attest the same; and the Chairman of County Council is hereby further authorized and directed to deliver said executed Inducement Agreement to the Company.

Section 4. Prior to the execution of the Fee Agreement, the County Council will comply with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the County Council.

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

Done in meeting duly assembled this 3rd day of September 2013.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

**INDUCEMENT AGREEMENT
AND MILLAGE RATE AGREEMENT**

THIS INDUCEMENT AND MILLAGE RATE AGREEMENT (the "Agreement") made and entered into by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and Project Gamma (the "Company"), a corporation duly incorporated under the laws of State of Connecticut.

WITNESSETH:

ARTICLE I

RECITATION OF FACTS

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

- (a) The County is authorized and empowered by the provisions of Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (the "Act") to acquire, enlarge, improve, expand, equip, furnish, own, lease, and dispose of properties through which the industrial development of the State of South Carolina will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.
- (b) The Company is considering the acquisition by construction, purchase or lease of facilities and machinery and equipment to be used for the purpose of manufacturing metal products (the "Project") in the County. The Project will involve an investment of at least Five Million Dollars (\$5,000,000) in new, taxable (fee in lieu of tax) investment within the meaning of the Act, occurring by the end of the fifth (5th) year following the year of execution of the Fee Agreement (herein below defined) and a fee in lieu of tax agreement pursuant to the Act, by and between the Company and the County (the "Fee Agreement").
- (c) The Company has requested the County to assist it through the incentive of a payment in lieu of ad valorem taxes as authorized by Section 12-44-10 et seq. of the Act.
- (d) The Company has requested the County to further assist it through the inclusion of the Project (and undeveloped real property) within a multi-county industrial/business park pursuant to Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Park").

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

ARTICLE II

UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The Project will be constructed or installed by the Company on the sites now owned or hereafter acquired by the Company in the County and will involve a capital expenditure of not less than \$5,000,000 in new, taxable property occurring by the end of the fifth (5th) year following the year of execution of the Fee Agreement. The Fee Agreement will contain suitable provisions for acquisition and construction of the project by the Company.

Section 2.2. The Fee Agreement will be executed at such time and upon acceptable terms to the County, as the Company shall request subject to Section 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement by and between the County and the Company shall be substantially in the form generally utilized in connection with the Act as agreed upon by the County and the Company. Such Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will coincide with the maximum term of the negotiated fee pursuant to the Act, at the time of execution of the Fee Agreement. Thus, the Company shall be allowed and required to invest under and pursuant to the Fee Agreement not less than \$5,000,000 in qualifying fee in lieu of tax investment in the Project by the end of the fifth (5th) year after the year of execution of the Fee Agreement with such investment being maintained in accordance with the Act.

(b) The Company will maintain the Project and will (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company and will carry public liability insurance

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

(c) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, any obligations the County may incur for the payment of money shall not create a pecuniary liability of the County nor create a general obligation on its part or by the State of South Carolina or any incorporated municipality, but shall be payable solely from the payments received under such Fee Agreement and, under certain circumstances, insurance proceeds and condemnation awards.

(d) The Fee Agreement shall contain agreements providing for the indemnification of the County and the individual officers, agents and employees thereof for all expenses incurred by them and for any claim of loss suffered or damaged to property or any injury or death of any person occurring in connection with the planning, design, approval, acquisition, construction and carrying out of the Project.

(e) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes. Pursuant to the Act, such payments shall continue for a period of up to twenty (20) years from the date of the Fee Agreement and each of the annual capital investments made under the Fee Agreement for the first five years, not counting the initial year of the Fee Agreement, and any amendments or supplements to the Fee Agreement to the extent permitted by law and authorized by the County, herein. The amounts of such payments shall be determined by using an assessment ratio of 6%, a fixed millage rate based on the cumulative, combined June 30, 2013 millage rate for the Project site (which the parties understand to be 213.0 mils), and the fair market value for the Project property (which value is not subject to reassessment as provided in the Act) as determined by using original cost for any real property and original cost less allowable depreciation for any personal property in accordance with Title 12, Chapter 37, Code of Laws of South Carolina 1976, as amended.

(f) The County and the Company agree, in accordance with the Act, that the Company may dispose of property subject to fee payments, as set forth in this Section.

(1) When the Company disposes of property subject to the fee, the fee payment must be reduced by the amount of the fee payment applicable to that property, subject to an absolute requirement to invest not less than \$5,000,000 in qualifying fee in lieu of tax investment in the Project, with such investment occurring by the end of the fifth (5th) year after the year of execution of the Fee Agreement and being maintained in accordance with the Act.

(2) Property shall be considered disposed of for purposes of this Section only when it is scrapped or sold in accordance with the Fee Agreement.

(3) The Company will be allowed to replace personal property subject to the Fee Agreement to the full extent provided by law.

(g) The County will enter into a Park agreement with a contiguous county and will include the Project, and undeveloped land of the Company in such Park.

Section 2.4. Upon the request of the Company, the County will permit the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and related real and personal property deemed necessary under the Fee Agreement may be let by the Company.

Section 2.5. Oconee County Council agrees that this Agreement constitutes a Millage Rate Agreement, within the meaning of the Act, providing the Company with the cumulative, combined millage rate legally levied and applicable to the Project site on June 30, 2013, which millage rate shall be fixed as to all property subject to the Fee Agreement for the duration of the Fee Agreement.

ARTICLE III

UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Prior to execution of the Fee Agreement and subsequent to this Agreement, the Company may advance any acquisition or construction funds required in connection with the planning, design, acquisition, construction and carrying out of the Project including any infrastructure and be entitled to subject the constructed or acquired property to the Fee Agreement, to the extent permitted by law.

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

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

(a) To obligate itself to make the payments required by the Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3 (e) hereof;

(b) To indemnify, defend, and hold the County harmless from all pecuniary liability and to reimburse it for all expenses to which it might be put in the fulfillment of its obligations under this Agreement and in its negotiation and execution and in the implementation of its terms and provisions;

(c) To perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings and consummate the proposed financing;

(d) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the acquisition, construction, operation and use of the Project;

(e) To indemnify, defend and hold the County and the individual directors, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, approval, acquisition, construction, leasing and carrying out of the Project. The Company also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including the County's attorney fees. This indemnity shall be superseded by a similar indemnity in the Fee Agreement;

(f) To invest not less than Five Million Dollars (\$5,000,000) in new taxable investment in the Project by the end of the fifth (5th) year following the end of the year in which the Fee Agreement is executed and maintain such investment in accordance with the Act, or lose the benefits of this Agreement in accordance with the Act for failure to do so.

ARTICLE IV

GENERAL PROVISIONS

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

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

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

(a) The Company will pay the County for all expenses which have been authorized by the Company and incurred by the County in connection with the planning, design, acquisition, construction and carrying out of the Project and for all expenses incurred by the County in connection with the authorization and approval of the Fee Agreement or this Agreement;

(b) The Company will pay the out-of-pocket expenses of officers, agents and employees of the County and counsel for the County incurred in connection with the Project and the preparation and execution of this Agreement and the Fee Agreement, and will pay fees for legal services related to the Project and the negotiation, authorization, and execution of the Fee Agreement and this Agreement.

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

Section 4.5. To the maximum extent allowable under the Act, the Company may, with the prior consent of the County, which consent will not unreasonably be withheld, assign (including, without limitation, absolute, collateral, and other Assignments) all or a part of its rights and/or obligations under this Inducement Agreement, the Fee Agreement, or any other Agreement related hereto or thereto, to one or more other entities which are "Related Parties" within the meaning of the Internal Revenue Code without adversely affecting the benefits to the Company or its Assignees pursuant to any such Agreement or the Act.

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

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

| Dated: September 3, 2013

|

(a/k/a PROJECT GAMMA)

By: _____

Date: _____

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: Sept. 3, 2013
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Formal Presentation of proposed Oconee County Millage for Tax Year 2013

BACKGROUND DESCRIPTION:

Millage approval required to fund FY 2014 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 3) Keowee Fire District Millage.

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

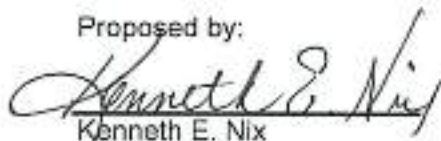
Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility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

Oconee County, South Carolina
Approved Millage Rates for fiscal Year 2013-2014

	Incorporated Mills	Unincorporated Mills
I. County		
County Operations	57.6	57.6
Emergency Operations	N/A	2.9
Economic Development	2.2	2.2
Bridges/Culverts	1.0	1.0
Road Maintenance	2.1	2.1
County Refunding Bond	1.0	1.0
County Jail Bond	4.6	4.6
Echo Hill Bond	0.4	0.4
Tri County Operations	2.1	2.1
Total County	71.0	73.9
II. School		
School Operations	110.1	110.1
School Bonds:		
2003 Refunding	0.4	0.4
2006 School	2.4	2.4
2007 School	3.0	3.0
2009 A School	1.2	1.2
2009 B/98 School	0.9	0.9
2009 C School	2.4	2.4
2010 School	1.9	1.9
2011 School	1.2	1.2
2012 School	2.6	2.6
2013 School	15.0	15.0
Total School Bonds	31.0	31.0
Total School	141.1	141.1
Grand Total Mills	212.1	215.0

Proposed by:


 Kenneth E. Nix
 Oconee County Auditor

Approved by Oconee County Council
 September 04, 2013


 Joel Thrift
 Oconee County Council Chairman

Tax Year 2013 Millage Proposal



Oconee County
SDOC

Keowee Key Dist. 17

Ken Nix – Oconee County Auditor

Proposed Millage

- Oconee County = 73.9
 - SDOC = 141.1
 - Total = 215.0
-
- Increase of 2.0 Mills from 2012

County

Operating	= 57.6
Emergency Services	= 2.9
Economic Development	= 2.2
Bridges & Culverts	= 1.0
Roads Maintenance	= 2.1
Tri-County Tech	= 2.1
Debt Service	= <u>6.0</u>
Total	= 73.9

Increase of 2.0 Mills

SDOC

SDOC Operating = 110.1

Debt Service = 31.0

Total = 141.1

No Change

Total Millage

- Tax Year 2013 = 215.0 Mills
- Tax Year 2012 = 213.0 Mills
- Increase = 2.0 Mills

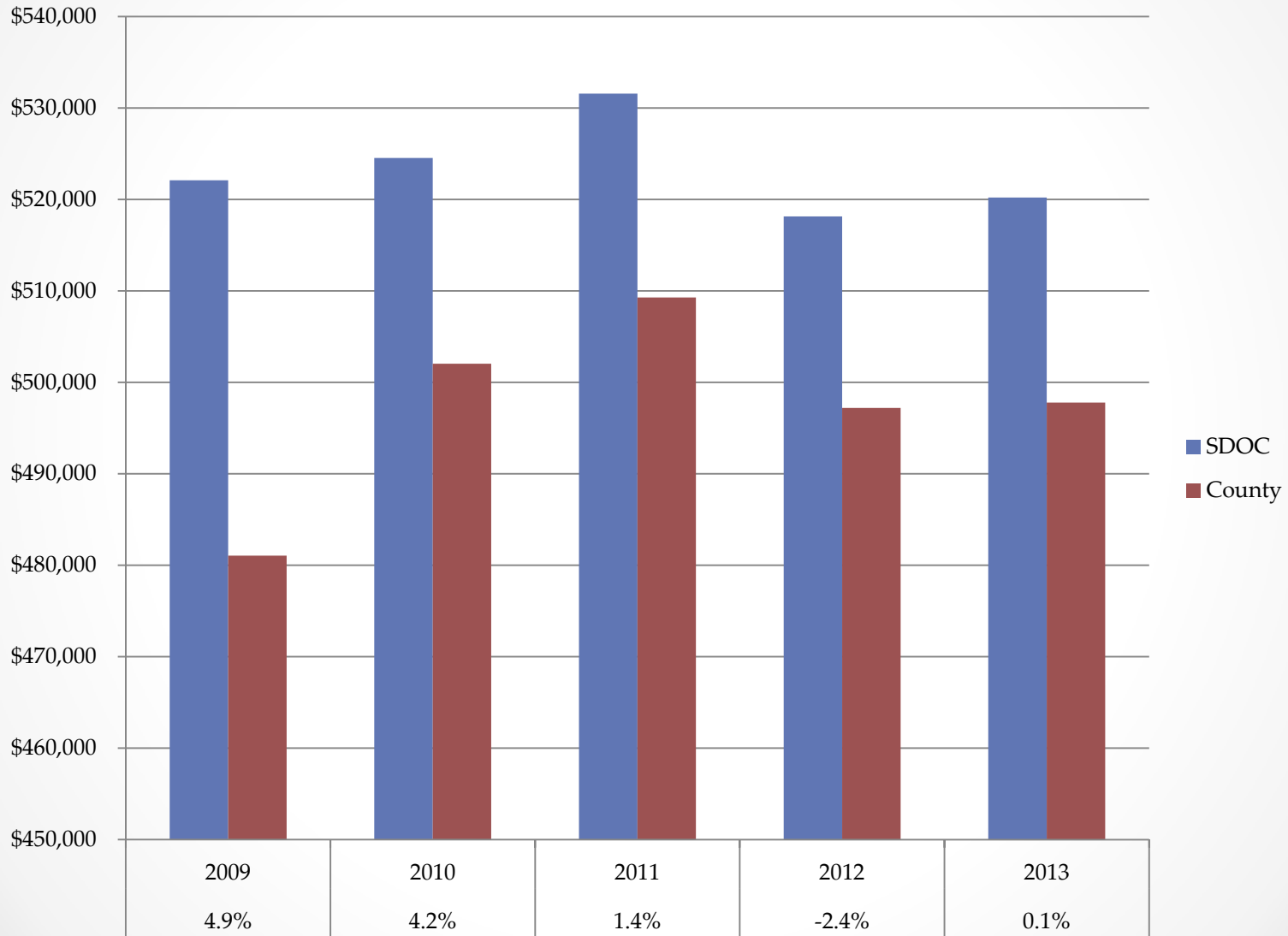
Keowee Fire District Millage Recommendation

- 14.5 Mills

Assessed Value / Mill Value

- County - \$497,784,100
 - Co. Mill = \$497,784
- SDOC - \$520,207,940
 - SDOC Mill = \$520,208

Assessed Value Trend



Duke Energy

- \$132.5 vs \$132 Million or Increase \$.5 Million
- Industrial Abatement Increased \$ 360 Thousand so net AV Increase of \$140 Thousand
- Subsequent Years

2012 Versus 2013 Tax Dollars Due

NON-RESIDENTIAL PROPERTY

Tax Year	Home Value	Non-Residential Ratio	Assessment	Millage	Taxes	Less School Operating Millage	Homestead Exemption	Estimated Tax Due
2012	\$ 100,000.00	6%	\$ 6,000.00	213.0	\$ 1,278.00	-	-	\$ 1,278.00
2013	\$ 100,000.00	6%	\$ 6,000.00	215.0	\$ 1,290.00	-	-	\$ 1,290.00
DIFFERENCE (INCREASE (DECREASE) IN TAX)				2.0				\$ 12.00

RESIDENTIAL PROPERTY (NO HOMESTEAD EXEMPTION)

Tax Year	Home Value	Residential Ratio	Assessment	Millage	Taxes	Less School Operating Millage	Homestead Exemption	Estimated Tax Due
2012	\$ 100,000.00	4%	\$ 4,000.00	213.0	\$ 852.00	\$ (440.40)	-	\$ 411.60
2013	\$ 100,000.00	4%	\$ 4,000.00	215.0	\$ 860.00	\$ (440.40)	-	\$ 419.60
DIFFERENCE (INCREASE (DECREASE) IN TAX)				2.0			-	\$ 8.00

RESIDENTIAL PROPERTY WITH HOMESTEAD EXEMPTION

Tax Year	Home Value	Residential Ratio	Assessment	Millage	Taxes	Less School Operating Millage	Less Homestead Exemption	Estimated Tax Due
2012	\$ 100,000.00	4%	\$ 4,000.00	213.0	\$ 852.00	\$ (440.40)	\$ (205.80)	\$ 205.80
2013	\$ 100,000.00	4%	\$ 4,000.00	215.0	\$ 860.00	\$ (440.40)	\$ (209.80)	\$ 209.80
DIFFERENCE (INCREASE (DECREASE) IN TAX)				2.0				\$ 4.00

2012 Versus 2013 Tax Dollars Due

NON-RESIDENTIAL PROPERTY

Tax Year	Home Value	Non-Residential Ratio	Assessment	Millage	Taxes	Less School Operating Millage	Homestead Exemption	Estimated Tax Due
2012	\$ 250,000.00	6%	\$ 15,000.00	213.0	\$ 3,195.00	-	-	\$ 3,195.00
2013	\$ 250,000.00	6%	\$ 15,000.00	215.0	\$ 3,225.00	-	-	\$ 3,225.00
DIFFERENCE (INCREASE (DECREASE) IN TAX)				2.0				\$ 30.00

RESIDENTIAL PROPERTY (NO HOMESTEAD EXEMPTION)

Tax Year	Home Value	Residential Ratio	Assessment	Millage	Taxes	Less School Operating Millage	Homestead Exemption	Estimated Tax Due
2012	\$ 250,000.00	4%	\$ 10,000.00	213.0	\$ 2,130.00	\$ (1,101.00)	-	\$ 1,029.00
2013	\$ 250,000.00	4%	\$ 10,000.00	215.0	\$ 2,150.00	\$ (1,101.00)	-	\$ 1,049.00
DIFFERENCE (INCREASE (DECREASE) IN TAX)				2.0			-	20.00

RESIDENTIAL PROPERTY WITH HOMESTEAD EXEMPTION

Tax Year	Home Value	Residential Ratio	Assessment	Millage	Taxes	Less School Operating Millage	Less Homestead Exemption	Estimated Tax Due
2012	\$ 250,000.00	4%	\$ 10,000.00	213.0	\$ 2,130.00	\$ (1,101.00)	\$ (205.80)	\$ 823.20
2013	\$ 250,000.00	4%	\$ 10,000.00	215.0	\$ 2,150.00	\$ (1,101.00)	\$ (209.80)	\$ 839.20
DIFFERENCE (INCREASE (DECREASE) IN TAX)				2.0				\$ 16.00

Highpointe / Pointe West

- 2013 Bond Payment - \$343,750
- Current Anticipated Tax Revenue - \$779,237
- Total Funds Reserved - \$1,488,079

State Ranking by County

- Oconee County is 37th lowest in millage.
- SDOC is 40th lowest.
- Combined we are 42nd out of 46 counties.
- When you add flat fees that other counties charge, then our taxes are 45th lowest out of 46 counties.
- With the increase, I do not expect this to change much, if at all.

CITY MILLAGE

City	2010/2011	2011/2012	2012/2013	2013/2014	2013 % Change
Salem	32.4	32.4	32.4	34.9	7.16%
Seneca	52.3	52.3	52.3	55.3	5.42%
Walhalla	84.0	84.0	84.0	84.0	0.00%
West Union	41.3	42.0	45.0	46.0	2.17%
Westminster	90.7	90.7	90.7	90.7	0.00%



Questions

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 3, 2013

ITEM TITLE:

Title: Equipment from Blanchard Machinery

Department: Roads and Bridges

Amount: \$681,601.00

FINANCIAL IMPACT:

- Procurement was approved by Council in Fiscal Year 13/14 budget process.
 - COOPERATIVE PROCUREMENTS: National Joint Powers Alliance, Contracts #060311-CAT and #060311-VTL.
- Finance Approval: *Mack H. Gallina*

BACKGROUND DESCRIPTION:

Approval is requested for the following equipment for the Roads & Bridges department to be purchased from Blanchard Machinery in Simpsonville, SC:

Caterpillar Hydraulic Excavator, 329E, <i>TRACKHOE</i>	NJPA Contract # 060311-CAT	\$284,201.00 ✓
Caterpillar Mini Hydraulic Excavator, 308E2CRSB	NJPA Contract # 060311-CAT	\$115,696.00 ✓
LeeBoy 8616 Asphalt Paving Machine	NJPA Contract # 060311-VTL	\$202,975.00 ✓
LeeBoy 420 Pneumatic Roller	NJPA Contract # 060311-VTL	\$ 47,141.00 ✓
Road Widener Skid Steer Attachment	3 Quotes from Authorized Dealers	\$ 31,588.00 ✓
TOTAL		\$681,601.00

SPECIAL CONSIDERATIONS OR CONCERNS:

These purchases are all contingent on the approval of the lease/purchase funding, authorized in the 2013-2014 budget allocations.

The National Joint Powers Alliance is a national purchasing cooperative that Oconee County Procurement recently joined. It makes contracts available to its members that are bid on the national level and then fulfilled by local or state dealers.

ATTACHMENT(S):

1. Price Summary Sheet
2. Lease Purchase Savings

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchases of the equipment listed above from Blanchard Machinery of Simpsonville, SC in the total amount of \$681,601.00

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

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

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

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

Caterpillar Hydraulic Excavator, 329E		
NJPA Contract		060311-CAT
Description	Caterpillar Hydraulic Excavator, 329E	
Base Price		\$268,114.00
	Sub Total	\$268,114.00
	Sales Tax	\$16,087.00
	Total	\$284,201.00

Caterpillar Mini Hydraulic Excavator, 308E2 CR SB		
NJPA Contract		060311-CAT
Description	Caterpillar Mini Hydraulic Excavator, 308E2 CR SB	
Base Price		115,396.00
	Sub Total	115,396.00
	Sales Tax	300.00
	Total	115,696.00

LeeBoy 8616 Asphalt Paving Machine		
NJPA Contract		060311-VTL
Description	LeeBoy 8616 Asphalt Paving Machine	
Base Price		202,675.00
	Sub Total	202,675.00
	Sales Tax	300.00
	Total	202,975.00

LeeBoy 420 Pneumatic Roller		
NJPA Contract		060311-VTL
Description	LeeBoy 420 Pneumatic Roller	
Base Price		46,841.00
	Sub Total	46,841.00
	Sales Tax	300.00
	Total	47,141.00

Roadwidener Skid Steer Attachment		
		3 Quotes from Authorized Dealers
Description	Roadwidener Skid Steer Attachment	
Base Price		29,800.00
	Sub Total	29,800.00
	Sales Tax	1,788.00
	Total	31,588.00

Description	New or Replacement	Quantity	Amount Requested	FY 2014 Council Approved	Recommended Award Amount	Amount Saved
Roads and Bridges (601)						
Trackhoe - CAT Hydraulic Excavator, 329E	Replacement	1	318,500	318,500	\$284,201.00	\$34,299.00
Mini Excavator - CAT 308E2 CR SB	Replacement	1	128,700	128,700	\$115,696.00	\$13,004.00
Paving Machine - LeeBoy 8616	Replacement	1	212,000	212,000	\$202,975.00	\$9,025.00
Pneumatic Roller (9 wheel roller) - LeeBoy 420	Replacement	1	47,700	47,700	\$47,141.00	\$559.00
Shoulder Build Attachment - Roadwidener	New	1	26,500	26,500	\$31,588.00	(\$5,088.00)
Total			733,400	733,400	\$681,601.00	\$51,799.00

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 3, 2013

ITEM TITLE:

Title: **Multiple Ford Vehicles from State Contract**

Departments: **Multiple**

Amount: **\$275,665.00**

FINANCIAL IMPACT:

- Procurement was approved by Council in Fiscal Year 13/14 budget process.
 - COOPERATIVE PROCUREMENTS, State Contracts #: 4400005808, 4400005812, 4400004309 and 4400004337
- Finance Approval: *Mark L. Sullivan*

BACKGROUND DESCRIPTION:

Approval is requested for the following Ford vehicles to be purchased from the State Contract awarded vendor, Vic Bailey Ford, of Spartanburg, SC. All of these vehicles were approved in the 2013-2014 budget as replacement vehicles:

Animal Control	F-150 Truck	\$ 19,827.00 ✓	contract #4400005808
Sheriff	F-150 Truck	\$ 19,537.00 ✓	contract #4400005808
Sheriff	F-150 , Super Crew Cab, 4x4	\$ 26,010.00 ✓	contract #4400005808
Assessor's Office	Escape 4x4	\$ 23,984.00 ✓	contract #4400005812
Vehicle Maintenance	(2) F-250 ¾ ton Cab & Chassis with utility bed	\$ 47,452.00 ✓	contract #4400004309
Emergency Services	(5) F-250, Crew Cab, 4x4	\$138,855.00 ✓	contract #4400004337
TOTAL		\$275,665.00	

SPECIAL CONSIDERATIONS OR CONCERNS:

These purchases are all contingent on the approval of the lease/purchase funding, authorized in the 2013-2014 budget allocations with the exception of one Ford F-150 for Animal Control that is not lease purchase.

ATTACHMENT(S):

1. Price Sheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchases of these Ford vehicles as explained above to Vic Bailey Ford, of Spartanburg, SC, in the amount of \$275,665.00, per State Contracts # 4400005808, 4400005812, 4400004309 and 4400004337.

Submitted or Prepared By: *Robyn Courtwright*
Robyn Courtwright, Procurement Director

Approved for Submittal to Council: *T. Scott Moulder*

T. Scott Moulder, County Administrator

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

Animal Control	
State Contract #	4400005808
Description	Ford F-150 4x4
Base Price	\$16,119.00
Add 4x4	\$2,668.00
Add Bed Line (spray in)	\$450.00
Add for Long Bed	\$290.00
Sub Total	\$19,527.00
Sales Tax	\$300.00
Total	\$19,827.00

Sheriff F-150	
State Contract #	4400005808
Description	Ford F-150 4x4
Base Price	16,119.00
Add 4x4	2,668.00
Add Bed Line (spray in)	450.00
Sub Total	19,237.00
Sales Tax	300.00
Total	19,537.00

Sheriff F-150	
State Contract #	4400005808
Description	Ford F-150 4x4
Base Price	16,119.00
Add Super Crew Cab 4x4 (5.5' bed)	9,591.00
Sub Total	25,710.00
Sales Tax	300.00
Total	26,010.00

Assessor Ford Escape	
State Contract #	4400005812
Description	Ford Escape
Base Price	23,684.00
No Adds	
Sub Total	23,684.00
Sales Tax	300.00
Total	23,984.00

Vehicle Maintenance 2 Ford F-250's	
State Contract #	4400004309
Description	F-250
Base Price (Cab and Chassis)	17,550.00
Add Utility Bed	2,928.00
Add Body Coordination Fee	300.00
Add Tow Package	26.00
Add Posi-Traction	356.00
Add Bed Installation	850.00
Add Full Height Bed	385.00
Add Hitch	56.00
Add Compartment Lights	350.00
Add Paint (for utility bed)	50.00
Add Kelvar Spray in Liner	575.00
Sub Total	23,426.00
Sales Tax	300.00
Total Each	23,726.00
Total for 2	47,452.00

Emergency Services Ford F-250's	
State Contract #	4400004337
Description	F-250
Base Price	22,197.00
Add Crew Cab 4x4 6.75' Bed	2,825.00
Add Trailer Tow Package w/ Class V Hitch	26.00
Add Tow Command Intergrated Trailer Brake Controller	216.00
Add Warn 9000lb Winch	1,995.00
Add All Terrain Tires 245/75R17	118.00
Add Skid Plate Package	94.00
Sub Total	27,471.00
Sales Tax	300.00
Total Each	27,771.00
Total for 5	138,855.00

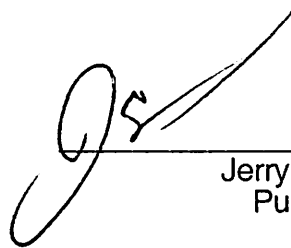
Total All Ford Vehicles	\$275,665.00
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PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

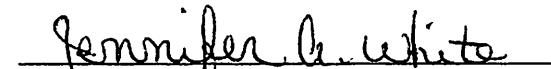
**IN RE: Oconee County Council
Public Hearing - September 3, 2013
Re: Ordinance 2013-14**

BEFORE ME the undersigned, a Notary Public for the State and County above named, this day personally came before me, Jerry Edwards, who being first duly sworn according to law, says that he is the Publisher of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said paper on August 24, 2013 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Jerry Edwards
Publisher

Subscribed and sworn to before me this
26th day of August A.D. 2013


Jennifer A. White
Notary Public for South Carolina
My Commission Expires: 05/18/2014

TRANSPORTATION



2011 CHRYSLER TOWN & COUNTRY
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\$19,500
Pete's Auto
864-882-1467
402 S Oak St
Seneca

LEGLALS

NOTICE OF SALE BY VIRTUE of a decree heretofore granted in the case of: Wells Fargo Bank, N.A. vs. William M. Burton; Barbara Jean Burton; OneMain

Financial, Inc.; Water Burton Homes, Inc., C/A No. 13-CP-37-0370. The following property will be sold on September 3, 2013, at 11:30 AM at the Oconee County Courthouse to the highest bidder. All that certain piece, parcel or lot of land together with all improvements thereon lying and being situate in the State of South Carolina, County of Oconee, Wagner Township, being shown and designated as Lot Number 5 in NORTH SPRINGS SUBDIVISION-PHASE III and containing .837 acres, more or less, as shown and more fully described on a plat thereof prepared by James G. Hart, L.S. #8674, dated July 28, 1998, and recorded August 6, 1998 in Plat Book A622, Page 3, records of Oconee County, South Carolina. This conveyance is further made subject to any and all easements or right-of-ways granted by the Grantor(s) herein or any predecessor in title, as may appear of public record or upon the premises. Derivation: Book 889 at Page 272, 477 N Pond Fork Rd, Westminster, SC 29893-3218 This includes a 1986, Fleetwood mobile home with VIN# GAFLW34AB27864, 221-01-01-005 SUB

LEGLALS

The Oconee County Council will hold a Public Hearing for Ordinance 2013-14 "AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF SALEM FOR THE ADMINISTRATION AND ENFORCEMENT OF BUILDING CODES WITHIN THE TOWN OF SALEM; TO AUTHORIZE OCONEE COUNTY BUILDING CODE PERSONNEL TO ADMINISTER AND ENFORCE BUILDING CODES WITHIN THE TOWN OF SALEM; AND OTHER MATTERS RELATED THERETO" on Tuesday, September 3, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC. Citizens wishing to speak regarding these ordinances may do so by signing up at the meeting. Written comments may be submitted at any time prior to the hearing for inclusion in the official record. Submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29991.

LEGLALS

The City of Walhalla, South Carolina (Oconee County) is accepting sealed bids from qualified contractors for the construction of bathroom facilities at the Old St. John's Meeting House, 200 S Catherine St. Bids must be submitted in a sealed envelope addressed to the City of Walhalla, 206 N Church St., PO Box 1098, Walhalla, SC 29991 and marked "Old St. John's Meeting House Bid". Bids will be received until Wednesday, September 11, 2013 at 2:30 PM. Bids will be publicly opened and read aloud at that time. The City of Walhalla will not be responsible for delays in the mail. Contractors shall include a complete project cost and timeline for construction, and proof of proper insurance and license. Plans and notes for bidders are available for review at City Hall, contact Scott Parris with questions at 864-838-4343. The City reserves the right to reject any and all bids.

FIND WHAT YOU NEED IN THE CLASSIFIEDS!

LEGLALS

NOTICE OF SALE BY VIRTUE of a decree heretofore granted in the case of: Stephens Federal Bank vs. Charles D. Speed aka/ Charles Dale Speed Donna S. Speed; C/A No. 13-CP-37-0316. The following property will be sold on September 3, 2013, at 11:00 AM at the Oconee County Courthouse to the highest bidder. All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Oconee, containing 10.02 acres, more or less, fronting on Terra Cotta Lane, as shown and more fully described on a plat thereof prepared by Earl B. O'Brien, RLS, #10755 of N-South Surveying, Inc., dated November 24, 2008 and recorded in Plat Book B295, at Page 7, records of Oconee County, South Carolina. Also included in this conveyance is a perpetual, exclusive right of way and easement over and across that portion of a 30 foot right of way and easement running from point "D" to point "E" on plat recorded in Plat Book A767, page 2, lying within tract "D-E" as shown on said plat. The 30 foot right of way and

SERVICE

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- Carpet Cleaning
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Help Me Help You!Geek Force is helping
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a system in place so I'll
never redo any calls.
Please utilize our online
forms and we'll contact
you to schedule your



Oconee County
Council Office

T. Scott Moulder
Administrator

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

Phone: 864 718 1023
Fax: 864 718 1024

E-mail:
tsm@occoneesc.com

Paul Corbell
Vice Chairman
District I

Wayne McCall
District II

Archie Barron
District III

Joel Thrift
District IV
Chairman

Reginald T. Dexter
District V



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

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

The **Oconee County Council** will hold a Public Hearing for **Ordinance 2013-14 "AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF SALEM FOR THE ADMINISTRATION AND ENFORCEMENT OF BUILDING CODES WITHIN THE TOWN OF SALEM; TO AUTHORIZE OCONEE COUNTY BUILDING CODE PERSONNEL TO ADMINISTER AND ENFORCE BUILDING CODES WITHIN THE TOWN OF SALEM; AND OTHER MATTERS RELATED THERETO"** on Tuesday, September 3, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

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

Beth Hulse

From: Beth Hulse
Sent: Thursday, August 22, 2013 3:05 PM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: FW: Pubic Hearing 2013-14 -- 9-3-13
Attachments: 082213 - PH 2013-14 9-03-13.doc

Sorry - forgot to attach

Elizabeth G. Hulse
Clerk to County Council

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

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From: Beth Hulse
Sent: Thursday, August 22, 2013 3:03 PM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: Pubic Hearing 2013-14 -- 9-3-13

Please run at your earliest convenience.
Thanks.

Elizabeth G. Hulse
Clerk to County Council

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

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Beth Hulse

From: Beth Hulse
Sent: Thursday, August 22, 2013 3:08 PM
To: Beth Hulse; Chad Dorsett; Greenville News (localnews@greenvillenews.com); Kevin; Norman Cannada (ncannada@upstatetoday.com); Ray Chandler, Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com)
Subject: Public Hearing: Ordinance 2013-14

The **Oconee County Council** will hold a Public Hearing for **Ordinance 2013-14 'AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF SALEM FOR THE ADMINISTRATION AND ENFORCEMENT OF BUILDING CODES WITHIN THE TOWN OF SALEM; TO AUTHORIZE OCONEE COUNTY BUILDING CODE PERSONNEL TO ADMINISTER AND ENFORCE BUILDING CODES WITHIN THE TOWN OF SALEM; AND OTHER MATTERS RELATED THERETO'** on Tuesday, September 3, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

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bhulse@oconeesc.com
www.oconeesc.com/council

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