

A citizen at our September 3, 2013 meeting submitted copies of petitions requesting passage of a resolution by Council that "**prevents federal infringement on the right to keep and bear arms; nullifying all federal acts in violation of the 2nd Amendment to he Constitution of the United States**".

The County Council **CAN NOT** pass either an ordinance or a resolution as it is **NOT** within the jurisdiction of the Council to mandate anything of either the state or federal governments. The county is preempted by both Federal and State Constitutions from adopting an ordinance or resolution such as the one proposed.

I would suggest if citizens wish to pursue this matter they should contact their state and federal legislative representatives to address the concerns.

US Senator Lindsey Graham	202-224-5972	864-852-2222
290 Russell Senate Office Building, Washington, DC 20510-4001		
US Senator Tim Scott	202-224-6121	843-852-2222
113 Hart Senate Office Building, Washington, DC 2510-4002		
US Congressman Jeff Duncan	202-225-5301	864-224-7401
116 Cannon House Office Building, Washington, DC 2515-4003		
SC Senator Thomas Alexander	803-212-6220	864-638-2988
PO Box 142, Columbia, SC 29202-0142		
SC Representative Bill Sandifer	803-885-2240	864-885-2240
PO Box 11867, Columbia, SC 29211-1867		
SC Representative Bill Whitmire	803-734-3068	864-638-2970
PO Box 11867, Columbia, SC 29211-1867		



PUBLIC COMMENT

SIGN IN SHEET

Tuesday, September 17, 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	Nanette Alexander	S	✓ Read into record by clerk
2			
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Everyone speaking before Council will be required to do so in a civil manner.

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

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

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

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

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

to: Oconee County Council + public
from: Nanette Alexander
date: 9-17-2013

This is about what I experienced in my backyard quite a few months ago which I have decided needs reporting. During January + February of this year I noticed my car being covered more than once with this sticky opaque stuff that dried into many little drip streaks that tore up the windshield wipers when turned on. This stuff was not risen from off pine trees, but something foreign. I will leave suppositions of what or why to others though I hope the Oconee County Government will keep keen on such matters for our protection as these happenings could be from upper echelons of government that need to be guarded against.

David Wright, fire fighter killed in wreck



David Wright

A long-time fire fighter died early last evening after an accident on South Carolina 24 in Anderson County. The victim was identified as David Wright, a **23 year member of the Seneca Fire Department** and a **long-time chief of the nearby Friendship Volunteer Fire Department**.

Lance Corporal David Jones of the South Carolina Highway Patrol reported the accident at 6 p-m when a 1988 International tractor-trailer truck crashed through guardrail on the left side of 24 and went into Lake Hartwell.

According to Oconee Fire Chief Charlie King, Wright was driving a truck as part of his father's business in Anderson. King said, "Oconee County lost a great man....Our thoughts go out to his family, friends and those left to carry on."

Background and Purpose of the CEDS

The Comprehensive Economic Development Strategy (CEDS) is required by the U.S. Economic Development Administration to (1) establish a regional economic development strategy, and (2) maintain the region's eligibility for EDA grant programs. The program requires annual updates of the CEDS as well as a full re-write of the CEDS at least every five years.

The CEDS Steering Committee

CEDS Advisory Committee for the SC Appalachian Region		
Name	County	Area of Expertise
Francis Crowder	Anderson	Retired Manufacturing Executive
Rufus Foster, Jr.	Cherokee	Minority Business Owner
Don Godbey, Committee Chair	Greenville	Former Mayor, Professional Service Provider
Bob Winchester	Oconee	Sewer System Director
Larry Bagwell	Pickens	Mayor/Retired Educator
Mike Forrester	Spartanburg	State Rep and Post Secondary Education Economic and Workforce Development V.P.
Jennifer Miller	Region Wide	Private Sector Economic Development Organization

Update Methodology

- Economic Development and Workforce Development practitioner interviews from each county in the region;
- Traditional economic and statistical research

2-Page Economic Profiles

- Of the six county region
- Each of the six counties

Seven Areas of Emphasis, with Quantitative and Qualitative Data

1. Clusters, Target Industries, and Innovation Capacities
2. Infrastructure
3. Available Sites and Buildings
4. Workforce Development
5. Entrepreneurship
6. Access To Capital
7. Local Asset-Based Economic Development (tourism, regional food hub, downtowns, etc.)

CEDS Update 2013:
Building on a Strong Year



Anderson Cherokee Greenville Oconee Pickens Spartanburg

Annual Update of the Comprehensive Economic Development Strategy
for the Appalachian Region of South Carolina

Produced by:

The South Carolina Appalachian Council of Governments

Submitted to:

The U.S. Economic Development Administration – September 2013



Serving Six Counties and Forty-Two Municipalities since 1965

Anderson • Cherokee • Greenville • Oconee • Pickens • Spartanburg

Planning Division
30 Century Circle
P.O. Box 6668
Greenville, SC 29606
(864) 242-9733

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Executive Summary

The following Comprehensive Economic Development Strategy Update:

- Is submitted to the U.S. Economic Development Administration (EDA) by the South Carolina Appalachian Council of Governments (SCACOG), which is the EDA *Economic Development District* for the Appalachian Region of South Carolina;
- Was prepared by SCACOG staff under the guidance of a special appointed CEDS Advisory Committee;
- Provides an updated economic profile for the region and each individual county;
- Identifies regional economic and workforce development challenges and opportunities based on interviews with local economic developers, workforce developers, and the private sector;
- Consults local, regional, and state economic and workforce plans and studies to gather valuable data and to ensure consistency of priorities between Region and State;
- Provides updates on the region's seven *Areas of Emphasis* for regional economic development: (1) Clusters, Target Industries and Innovation Capacities, (2) Workforce Development, (3) Infrastructure, (4) Available Sites and Buildings, (5) Entrepreneurship, (6) Access to Capital, and (7) Local Asset-Based Economic Development;
- Provides a strategic plan table for each area of emphasis, which includes *Goals, Objectives, Strategic Projects, Programs, and Activities*;
- Identifies *Vital Project* areas for on-going CEDS implementation and annual reporting;
- Is consistent with the SC Appalachian CEDS 2013-2017 *Plan of Action*, which:
 - Promotes economic development and opportunity;
 - Fosters effective transportation access;
 - Enhances and protects the environment;
 - Maximizes effective development and use of the workforce consistent with any applicable State or local workforce investment strategy;
 - Promotes the use of technology in economic development, including access to high-speed telecommunications;
 - Balances resources through sound management of physical development; and
 - Obtains and utilizes funds and other resources.

Section I: Introduction

Background and Purpose of the CEDS

The Comprehensive Economic Development Strategy (CEDS) is a program of the United States Department of Commerce *Economic Development Administration* (EDA). The Public Works and Economic Development Act of 1965 (PWEDA) requires federally designated "Economic Development Districts", such as the South Carolina Appalachian Council of Governments (SCACOG), to develop and maintain a CEDS in order to (1) establish a regional economic development strategy, and (2) maintain the region's eligibility for EDA grant competition and programs. The program requires annual updates of the CEDS as well as a full re-write of the CEDS at least every five years.

The following annual update demonstrates the progress made by the region over the past year in the execution of strategies called for in *CEDS 2013-2017: Building 21st Century Economic Development Capacity*. The update involved the work of committed individuals from both the private and public sector who desire to support the continued, positive growth of the SC Appalachian region. The region is made up of six counties and 42 municipalities (see table on the following page). As required by the CEDS program, this strategic plan "is designed to bring together the public and private sectors in the creation of an economic roadmap to diversify and strengthen the regional economy."¹

About SCACOG

SCACOG is a voluntary organization of local governments in the Northwest corner of South Carolina, serving a region which includes the counties of Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg.

Since its formation in 1965, the Council has served the dual mission of tackling issues of regional significance and providing services to local governments. Economic and community development, transportation, infrastructure development, resource management, aging services, and workforce development are all issues of regional importance in which SCACOG takes an active role. At the local level, the agency's services include general administration, technical assistance, training, planning, grant writing & administration, and information & mapping services.

¹ U.S. Department of Commerce *CEDS Summary Requirements*

Counties and Municipalities of the South Carolina Appalachian Council of Governments	
Anderson County	City of Anderson (County Seat) City of Belton Town of Honea Path Town of Iva Town of Pelzer Town of Pendleton Town of Starr Town of West Pelzer Town of Williamston
Cherokee County	Town of Blacksburg City of Gaffney (County Seat)
Greenville County	City of Fountain Inn City of Greenville (County Seat) City of Greer City of Mauldin City of Simpsonville City of Travelers Rest
Oconee County	Town of Salem City of Seneca City of Walhalla (County Seat) City of Westminster Town of West Union
Pickens County	Town of Central City of Clemson City of Easley City of Liberty Town of Norris City of Pickens (County Seat) Town of Six Mile
Spartanburg County	Town of Campobello Town of Central Pacolet City of Chesnee Town of Cowpens Town of Duncan City of Inman City of Landrum Town of Lyman Town of Pacolet Town of Reidville City of Spartanburg (County Seat) City of Wellford City of Woodruff

CEDS Update Methodology

The SCACOG Board of Directors serves as the federal *Economic Development District* for the region. This Board appointed a *CEDS Advisory Committee* who helped develop both the 5-year CEDS and this twelve-month update.

Throughout the collaborative planning process, a robust amount of information was gathered to update CEDS 2013-2017. This information included:

- The varied insights of individuals representing government and business;
- Face-to-face interviews with local economic and workforce developers in each county of the region in order to obtain ground level perspectives on challenges and opportunities;
- Findings from local, regional and state economic development plans and studies;
- GIS-based demographic data in order to reveal local and regional economic trends.

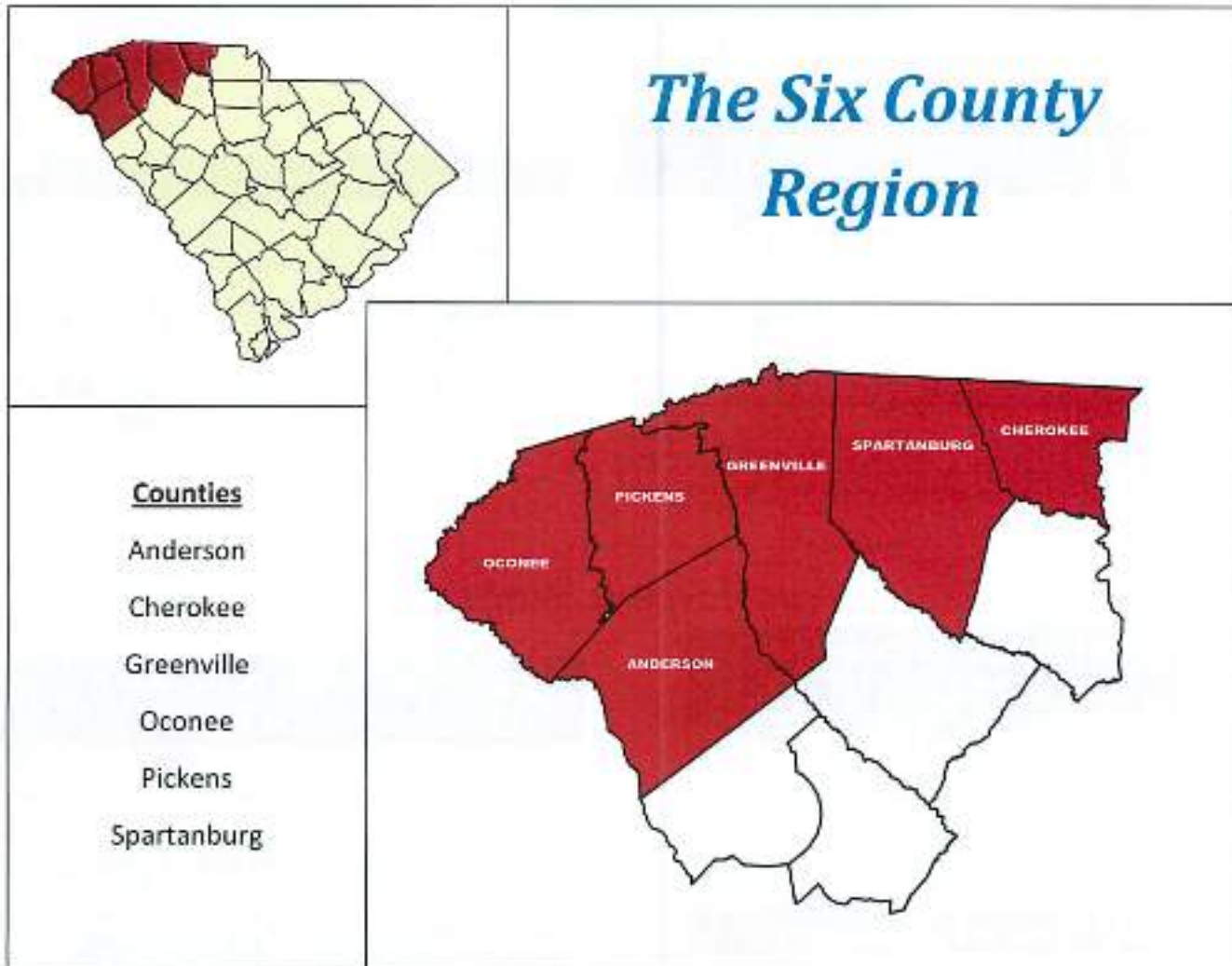
Upon completion, the updated CEDS was presented to the full SCACOG Board/EDD Organization for final critique and feedback. The document was also presented to each individual County Council at their monthly public meetings for additional input and recommendations. Upon completion of these steps, the SCACOG Board formally adopted CEDS 2013-2017 and recommended it for submission to the U.S. EDA.

The following tables display both the CEDS 2013-2017 Advisory Committee and the region's Economic Development District Organization:

CEDS Advisory Committee for the SC Appalachian Region		
Name	County	Area of Expertise
Francis Crowder	Anderson	Retired Manufacturing Executive
Rufus Foster, Jr.	Cherokee	Minority Business Owner
Don Godbey, Committee Chair	Greenville	Private Sector Professional Service Provider
Bob Winchester	Oconee	Sewer System Director
Larry Bagwell	Pickens	Mayor/Retired Educator
Mike Forrester	Spartanburg	State Rep and Post Secondary Education Economic and Workforce Development V.P.
Jennifer Miller	Region Wide	Private Sector Economic Development Organization

Regional Economic Development District Organization			
Name	County	General Purpose Elected Official	Membership Category
William O'Dell	Anderson	Yes	Elected Official
Eddie Moore	Anderson	Yes	Elected Official
Francis Crowder	Anderson	Yes	Elected Official
Mack Durham	Anderson	Yes	Elected Official
Terence Roberts	Anderson	Yes	Elected Official
Rick Laughridge	Anderson	Yes	Elected Official
Dennis Claramunt	Anderson	No	Private Sector
Ted Mattison	Anderson	No	Private Sector
Dennis Moss	Cherokee	Yes	Elected Official
Rufus Foster, Jr.	Cherokee	Yes	Elected Official
Henry Jolly	Cherokee	Yes	Elected Official
Ed Elliott	Cherokee	No	Private Sector
J. Frank Harris	Cherokee	No	Private Sector
Dan Rawls	Greenville	Yes	Elected Official
Butch Kirven	Greenville	Yes	Elected Official
Joe Dill	Greenville	Yes	Elected Official
Wayne McCall	Greenville	Yes	Elected Official
Lillian Brock Fleming	Greenville	Yes	Elected Official
Gaye Sprague	Greenville	Yes	Elected Official
Don Godbey	Greenville	No	Private Sector
Grady Butler	Greenville	No	Private Sector
Lottie Gibson	Greenville	No	Post Secondary Ed.
Thomas Alexander	Oconee	Yes	Elected Official
Reg Dexter	Oconee	Yes	Elected Official
Ernest Riley	Oconee	Yes	Elected Official
Bob Winchester	Oconee	No	Private Sector
Bennie Cunningham	Oconee	No	Private Sector
G. Neil Smith	Pickens	Yes	Elected Official
Jeff Martin	Pickens	Yes	Elected Official
Larry Bagwell	Pickens	Yes	Elected Official
Tom Hendricks	Pickens	No	Elected Official
Mike Forrester	Spartanburg	Yes	Elected Official
Dale Culbreth	Spartanburg	Yes	Elected Official
O'Neal Mintz	Spartanburg	Yes	Elected Official
Jane Hall	Spartanburg	Yes	Elected Official
Junie White	Spartanburg	Yes	Elected Official
Jan Scalisi	Spartanburg	Yes	Elected Official
Charles Morris, Jr.	Spartanburg	No	Private Sector
Elbert S. Tillerson, Sr.	Spartanburg	No	Private Sector
Loretta Smith	Spartanburg	No	Private Sector
Jennifer Miller, <i>Ex Officio</i>	Upstate Alliance	No	Private Sector

Section II: 2013 Regional Economic Profile



The historic development of the 6-county, 42-municipality *SC Appalachian Region* was largely based on agriculture until 1900, when textiles took over as the region's most rapidly growing industry. For the past 25 years, the region's economy has diversified tremendously, though technological advances have helped textiles to remain a significant presence. Catalytic investments from companies like *BMW*, which established its N. American HQ in Spartanburg County in 1992, and from *Michelin*, which named its Greenville County location as its North American HQ in 1988, have propelled regional economic development. Its location along the I-85 corridor, referred to by *Newsweek Magazine* as "The Boom Belt", places the region directly between the largest business centers of the southeast: Atlanta and Charlotte. Its direct I-85 and I-26 access plus its proximity to major U.S. airports and seaports make the region attractive for regional, national and int'l firms.

24-Month Average Unemployment Rate, Period Ending June 2013

U.S.	6 County Region
8.14%	8.28%
Source: BLS labor compiled from STATSAmerica.org	

Transportation Infrastructure

Interstate Access	I-85, I-26, I-185, I-385, I-585
Nearest Commercial Airports	Greenville-Spartanburg Int'l
Nearest Civil Airports	Multiple
Port Access	Port of Charleston (approx. 200 miles); "The Inland Port" in Greer
Rail Providers	NSR, CSX, Carolina Piedmont

Population & Sales

SC Appalachian Region Total Population by Age as of 2012	
Metric	6 County Region
Total Population	1,193,986
Median Age	38.3 years
Age 14 & Under	19.4%
Age 15-19	6.9%
Age 20-54	46.4%
Age 55-64	12.8%
Age 65 & Up	14.3%

Source: U.S. Census Bureau, 2010. Census Population & Housing. ESRI Forecasts for 2012 & 2017.

Gross Retail Sales (millions)	
FY 2006-2007	\$31,354,065
FY 2007-2008	\$31,802,317
FY 2008-2009	\$30,132,413
FY 2009-2010	\$29,043,112
FY 2010-2011	\$31,435,880
FY 2011-2012	\$35,206,923

Source: SC Department of Revenue and Taxation

Workforce & Wages

Comparative Per Capita Income, 2012 & 2017 Projection		
	2012	2017
6 County Region	\$22,690	\$25,005
South Carolina	\$22,630	\$24,978
USA	\$26,409	\$29,882

Source: U.S. Census Bureau, Census 2010 Data. Esri forecasts for 2012 and 2017.

Where do people live and work?	
Live and work in Region	397,429
Commute into Region	93,359
Commute out of Region	78,517

Source: U.S. Census Bureau, 2010 Census. ESRI Market Profile Forecasts for 2012 & 2017. OnTheMap Application and LEHD Origin-Destination Employment Statistics.

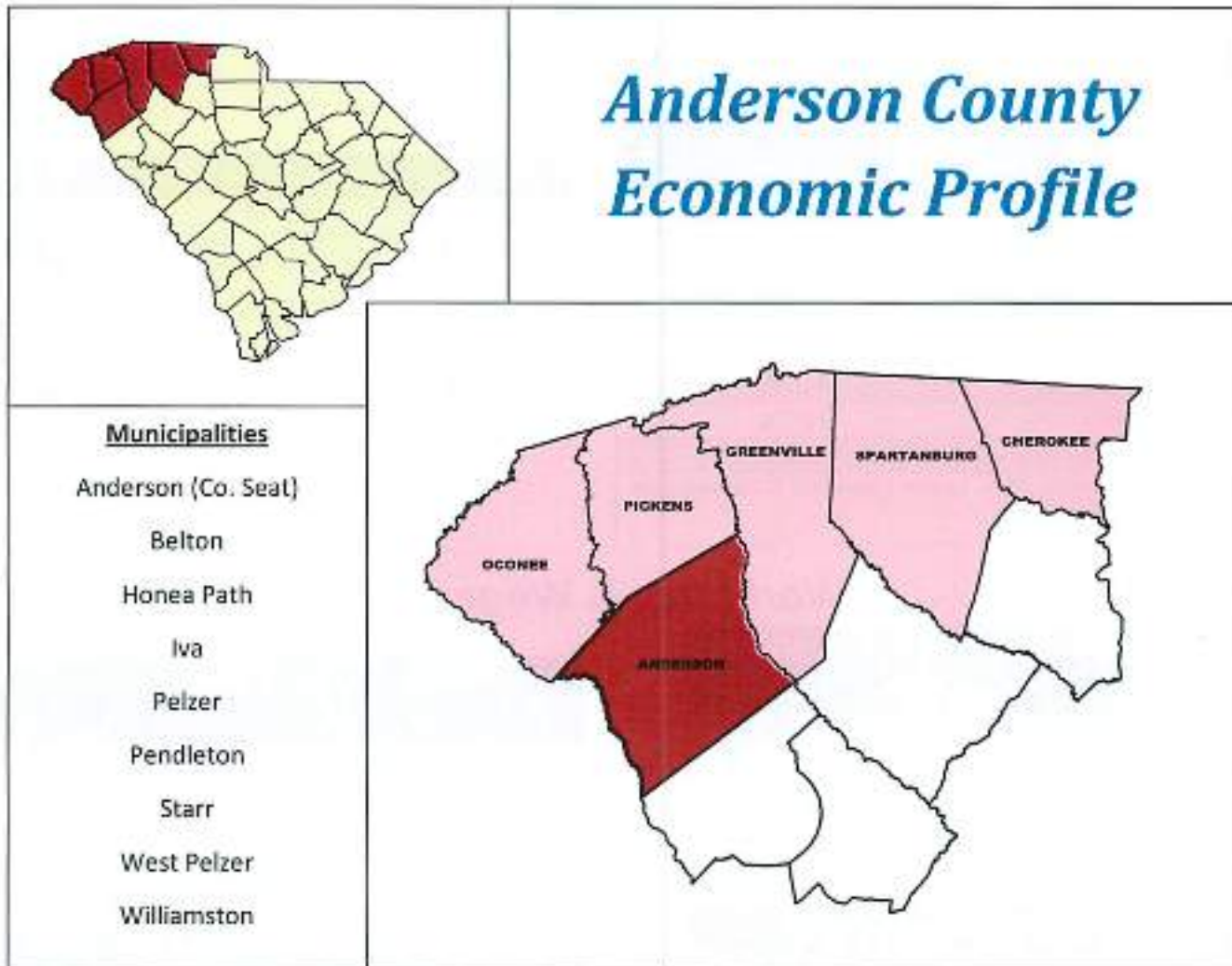
Regional Employment by Industry, as of 3 rd Qtr 2012			
Industry	Employees	%	Avg. Weekly Wage
All Private Industries	409,952	84.3%	\$755
Government	76,146	15.7%	\$860
Natural Resources & Mining	765	0.2%	\$578
Construction	18,927	3.9%	\$939
Manufacturing	82,287	16.9%	\$1,005
Trade, Transport., Utilities	102,059	21.0%	\$698
Information	8,175	1.7%	\$840
Financial Activities	19,175	3.9%	\$916
Professional & Business Services	70,388	14.5%	\$696
Education & Health Services	105,593	21.7%	\$817
Leisure & Hospitality	51,268	10.5%	\$285
Other Services	11,737	2.4%	\$529
Total (Private + Government)	486,098	---	\$838

Source: Quarterly Census of Employment and Wages (3rd Qtr 2012), SC Dept of Employment and Workforce.

Educational Attainment, Age 25+



Source: American Community Survey, 2007-11 Averages, U.S. Census



Named for Revolutionary War leader Robert Anderson, the county has a growing industrial, commercial and tourist-based economy. Home to the 56,000 acre Lake Hartwell and its 1,000 miles of shoreline, Anderson County boasts not only natural beauty as a tourist destination, but also industrial strength and diversity. Major local industries include automotive, metal products, industrial machinery, plastics, and textiles. Anderson County is also home to Anderson University, a private and selective institution offering both undergrad and graduate degree programs. Nearby Tri-County Tech and Clemson University are also major assets for the local workforce. There are fun, historic, and revitalized downtown areas in Anderson County – including downtown Anderson and Pendleton. Anderson County is found along the 240-mile South Carolina National Heritage Corridor, which ends only a few hours away at the Atlantic Ocean.

24-Month Average Unemployment Rate, Period Ending June 2013

U.S.	6 County Region	Anderson County
8.14%	8.28%	8.61%

Source: BLS labor compiled from STATSAmerica.org

Transportation Infrastructure

Interstate Access	I-85 (direct connection)
Nearest Commercial Airports	Greenville-Spartanburg Int'l (40 minutes)
Nearest Civil Airports	Anderson Regional Airport
Port Access	Port of Charleston (217 miles); "The Inland Port" in Greer (40 minutes)
Rail Providers	CSX, Norfolk Southern, Pickens Railway

Population & Sales

Anderson County Total Population by Age as of 2012	
Metric	Anderson County
Total Population	189,685
Median Age	40.2 years
Age 14 & Under	19.7%
Age 15-19	6.4%
Age 20-54	44.7%
Age 55-64	22.7%
Age 65 & Up	15.7%

Source: U.S. Census Bureau, 2010. Census Population & Housing. ESRI Forecasts for 2012 & 2017.

Gross Retail Sales (millions)	
FY 2006-2007	\$4,420,095
FY 2007-2008	\$4,978,008
FY 2008-2009	\$4,386,917
FY 2009-2010	\$4,452,942
FY 2010-2011	\$5,035,547
FY 2011-2012	\$6,083,678

Source: SC Department of Revenue and Taxation

Workforce & Wages

Comparative Per Capita Income, 2012 & 2017 Projection		
	2012	2017
Anderson County	\$21,591	\$23,719
6 County Region	\$22,690	\$25,005
USA	\$26,409	\$29,882

Source: U.S. Census Bureau, Census 2010 Data. Esri forecasts for 2012 and 2017.

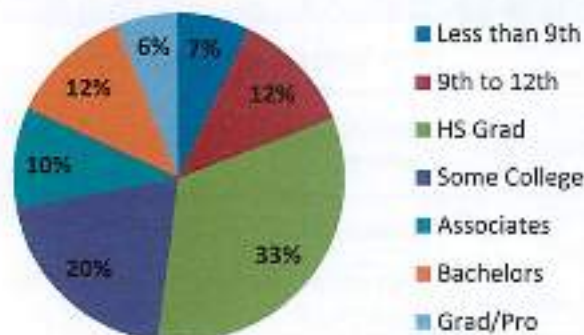
Where do people live and work?	
Live and work in Anderson Co.	34,191
Commute into Anderson Co.	24,737
Commute out of Anderson Co.	40,464

Source: U.S. Census Bureau, 2010 Census. ESRI Market Profile Forecasts for 2012 & 2017. OnTheMap Application and LEHD Origin-Destination Employment Statistics.

Anderson County Employment by Industry, as of 3 rd Qtr 2012			
Industry	Employees	%	Avg. Weekly Wage
All Private Industries	45,896	81.1%	\$611
Government	10,682	18.9%	\$807
Natural Resources & Mining	126	.2%	\$625
Construction	2,118	3.7%	\$721
Manufacturing	11,953	21.1%	\$874
Trade, Transport., Utilities	11,378	20.1%	\$550
Information	350	0.6%	\$857
Financial Activities	1,689	3.0%	\$674
Professional & Business Services	4,656	8.2%	\$497
Education & Health Services	5,495	9.7%	\$659
Leisure & Hospitality	6,773	12.0%	\$249
Other Services	13,058	2.4%	\$507
Total (Private + Government)	56,578	100%	\$618

Source: Data compiled by the Upstate SC Alliance: www.upstatescalliance.com. Quarterly Census of Employment and Wages (3rd Qtr 2012), SC Dept of Employment and Workforce.

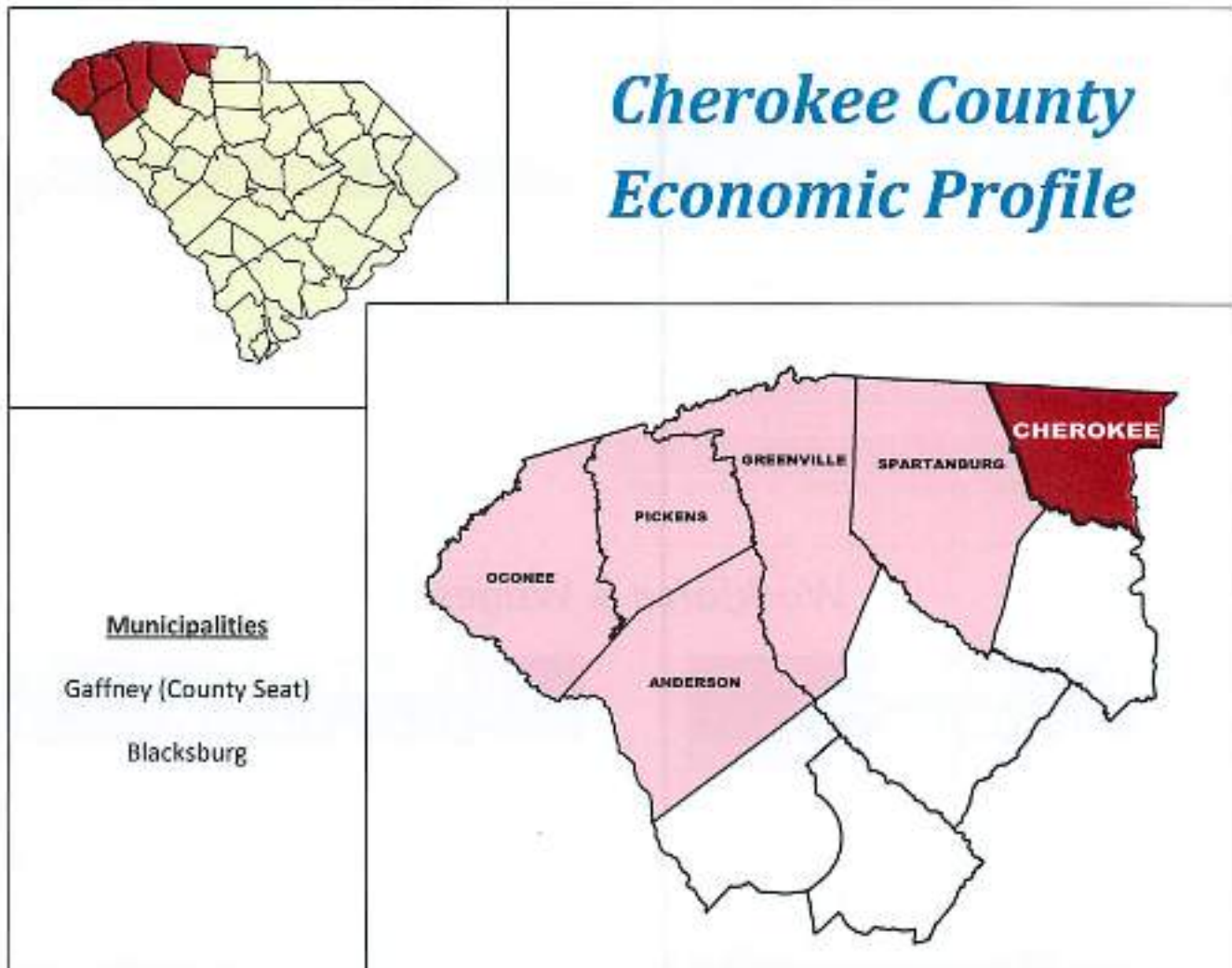
Educational Attainment, Age 25+



Source: American Community Survey, 2007-11 Averages, U.S. Census

County-Wide E.D. Websites

County ED: www.advance2anderson.com
 County Chamber: www.andersonsochamber.com
 Innovate Anderson: www.innovateanderson.com
 Anderson CVB: www.visitanderson.com



Named for its original Native American Cherokee population, the County was formed in 1897 with an economy based on iron ore and limestone. While the community grew around the textile industry during the 20th century, Cherokee County is now positioning itself for 21st century business. Strategically located along I-85 and between Greenville/Spartanburg (less than one hour south) and Charlotte (one hour north), the County benefits both from firms looking to minimize transport time along the I-85 “Boom Belt” and from travelers looking to stop and shop. The County is steeped in history, ranging from ancient Cherokee artifacts to two Revolutionary era battlefields – Cowpens and Kings Mountain. The County also has a rich agricultural tradition, particularly with peaches. Gaffney is home to the award-winning *South Carolina Peach Festival*, as well as a recently restored, historic U.S. Post Office now serving as the *Gaffney Visitors Center & Art Gallery*.

24-Month Average Unemployment Rate (BLS), Period Ending June 2013

U.S.	6 County Region	Cherokee County
8.14%	8.28%	11.87%

Source: STATSAmerica.org

Transportation Infrastructure

Interstate Access	I-85 (direct connection); I-26 (30 minutes)
Nearest Commercial Airports	Greenville-Spartanburg Int'l (40 minutes); Charlotte-Douglas Int'l (1 hr)
Nearest Civil Airports	Spartanburg Downtown Memorial (30 minutes); Shelby-Cleveland County Regional (30 minutes)
Port Access	Port of Charleston (206 miles); “The Inland Port” in Greer (30 minutes)
Rail Providers	Norfolk Southern

Population & Sales

Cherokee County Total Population by Age as of 2012	
Metric	Cherokee County
Total Population	56,033
Median Age	38.3 years
Age 14 & Under	20.2%
Age 15-19	6.9%
Age 20-54	45.6%
Age 55-64	13.3%
Age 65 & Up	14.1%

Source: U.S. Census Bureau, 2010. Census Population & Housing. ESRI Forecasts for 2012 & 2017.

Gross Retail Sales (millions)	
FY 2006-2007	\$1,142,921
FY 2007-2008	\$1,134,964
FY 2008-2009	\$1,118,482
FY 2009-2010	\$1,062,377
FY 2010-2011	\$1,198,106
FY 2011-2012	\$1,237,291

Source: U.S. Census Bureau, 2010 Census. ESRI Market Profile Forecasts for 2012 & 2017.

Workforce & Wages

Comparative Per Capita Income, 2012 & 2017 Projection		
	2012	2017
Cherokee County	\$17,412	\$18,701
6 County Region	\$22,690	\$25,005
USA	\$26,409	\$29,882

Source: U.S. Census Bureau, Census 2010 Data. Esri forecasts for 2012 and 2017.

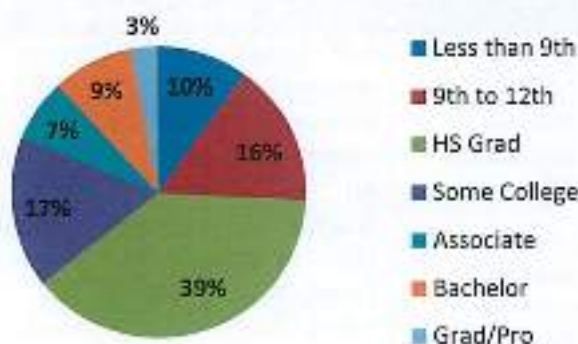
Where do people live and work?	
Live and work in Cherokee	10,027
Commute into Cherokee	5,538
Commute out of Cherokee	7,868

Source: U.S. Census Bureau, 2010 Census. ESRI Market Profile Forecasts for 2012 & 2017. OnTheMap Application and LEHD Origin-Destination Employment Statistics.

Cherokee County Employment by Industry, as of 3 rd Qtr 2012			
Industry	Employees	%	Avg. Weekly Wage
All Private Industries	15,733	89.3%	\$619
Government	1,878	10.7%	\$610
Natural Resources & Mining	211	1.2%	Not available
Construction	592	3.4%	\$804
Manufacturing	5,618	31.9%	\$800
Trade, Transport., Utilities	3,801	21.6%	\$550
Information	107	0.6%	\$589
Financial Activities	513	2.9%	\$717
Professional & Business Services	1,077	6.1%	\$504
Education & Health Services	1,865	10.6%	\$578
Leisure & Hospitality	1,686	9.6%	\$262
Other Services	273	1.6%	\$442
Total (Private + Government)	17,611	100%	\$618

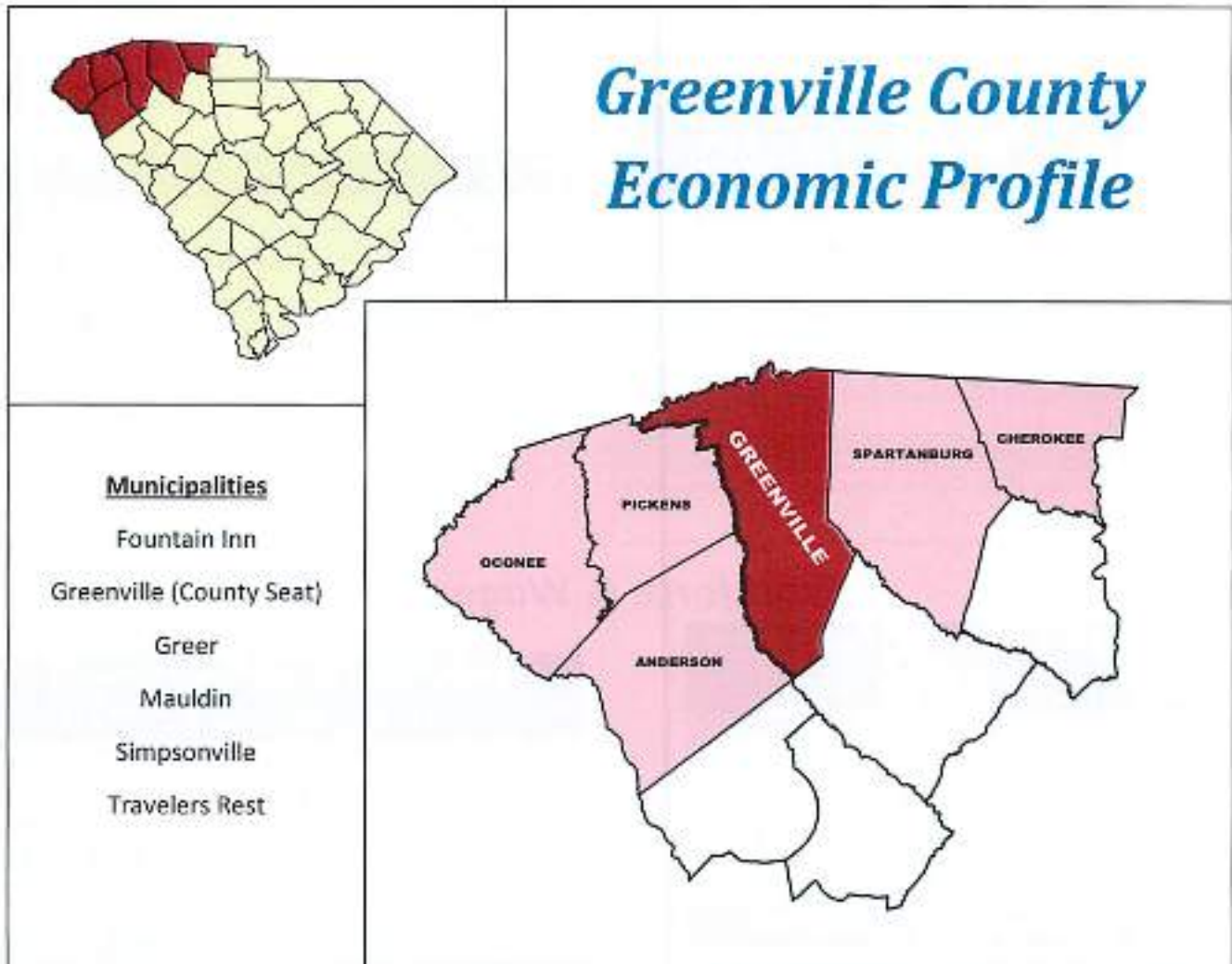
Source: Data compiled by the Upstate SC Alliance: www.upstatescalliance.com. Quarterly Census of Employment and Wages (3rd Qtr 2012), SC Dept of Employment and Workforce.

Educational Attainment, Age 25+



Source: American Community Survey, 2007-11 Averages, U.S. Census

County Economic Development Agency
Cherokee County Development Board
www.cherokeeconomydevelopmentboard.com



Formed as the "Greenville District" in 1786, Greenville is the most populous County in South Carolina with a growth rate driven by successful economic development recruiting. Home to dozens of major international companies and corporate headquarters, Greenville County possesses an exciting blend of industrial strength, recreational amenities, and cultural venues. Downtown Greenville continues to receive national attention as a model for downtown development, while surrounding towns offer aesthetic appeal and southern charm. Paris Mountain State Park is a tremendous asset for outdoor enthusiasts, while the County possesses some of the best arenas and performing arts centers in the Southeast. Home to prestigious Furman University, Bob Jones University (with its world-renowned art collection), the Greenville Symphony Orchestra, and a variety of other cultural jewels, Greenville County is poised for continued economic vibrancy.

24-Month Average Unemployment Rate, Period Ending June 2013

U.S.	6 County Region	Greenville County
8.14%	8.28%	7.20%

Source: BLS labor compiled from STATSAmerica.org

Transportation Infrastructure

Interstate Access	I-85 (direct connection)
Nearest Commercial Airports	Greenville-Spartanburg Int'l
Nearest Civil Airports	Greenville Downtown Airport, SC Technology and Aviation Center
Port Access	Port of Charleston (212 miles); "The Inland Port" in Greer (local)
Rail Providers	CSX, Norfolk Southern, Greenville Piedmont

Population & Sales

Greenville County Total Population by Age as of 2012	
Metric	Greenville County
Total Population	464,394
Median Age	37.4 years
Age 14 & Under	20.1%
Age 15-19	6.5%
Age 20-54	47.9%
Age 55-64	12.3%
Age 65 & Up	13.3%

Source: U.S. Census Bureau, 2010. Census Population & Housing. ESRI Forecasts for 2012 & 2017.

Gross Retail Sales (millions)	
FY 2006-2007	\$14,547,546
FY 2007-2008	\$15,127,862
FY 2008-2009	\$13,764,523
FY 2009-2010	\$12,968,004
FY 2010-2011	\$13,466,994
FY 2011-2012	\$14,490,393

Source: SC Department of Revenue and Taxation

Workforce & Wages

Comparative Per Capita Income, 2012 & 2017 Projection		
	2012	2017
Greenville County	\$24,867	\$27,492
6 County Region	\$22,690	\$25,005
USA	\$26,409	\$29,882

Source: U.S. Census Bureau, Census 2010 Data. Esri forecasts for 2012 and 2017.

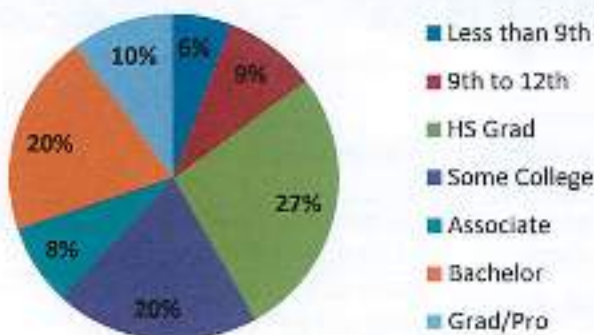
Where do people live and work?	
Live and work in Greenville Co.	126,847
Commute into Greenville Co.	65,165
Commute out of Greenville Co.	34,488

Source: U.S. Census Bureau, 2010 Census. ESRI Market Profile Forecasts for 2012 & 2017. OnTheMap Application and LEHD Origin-Destination Employment Statistics.

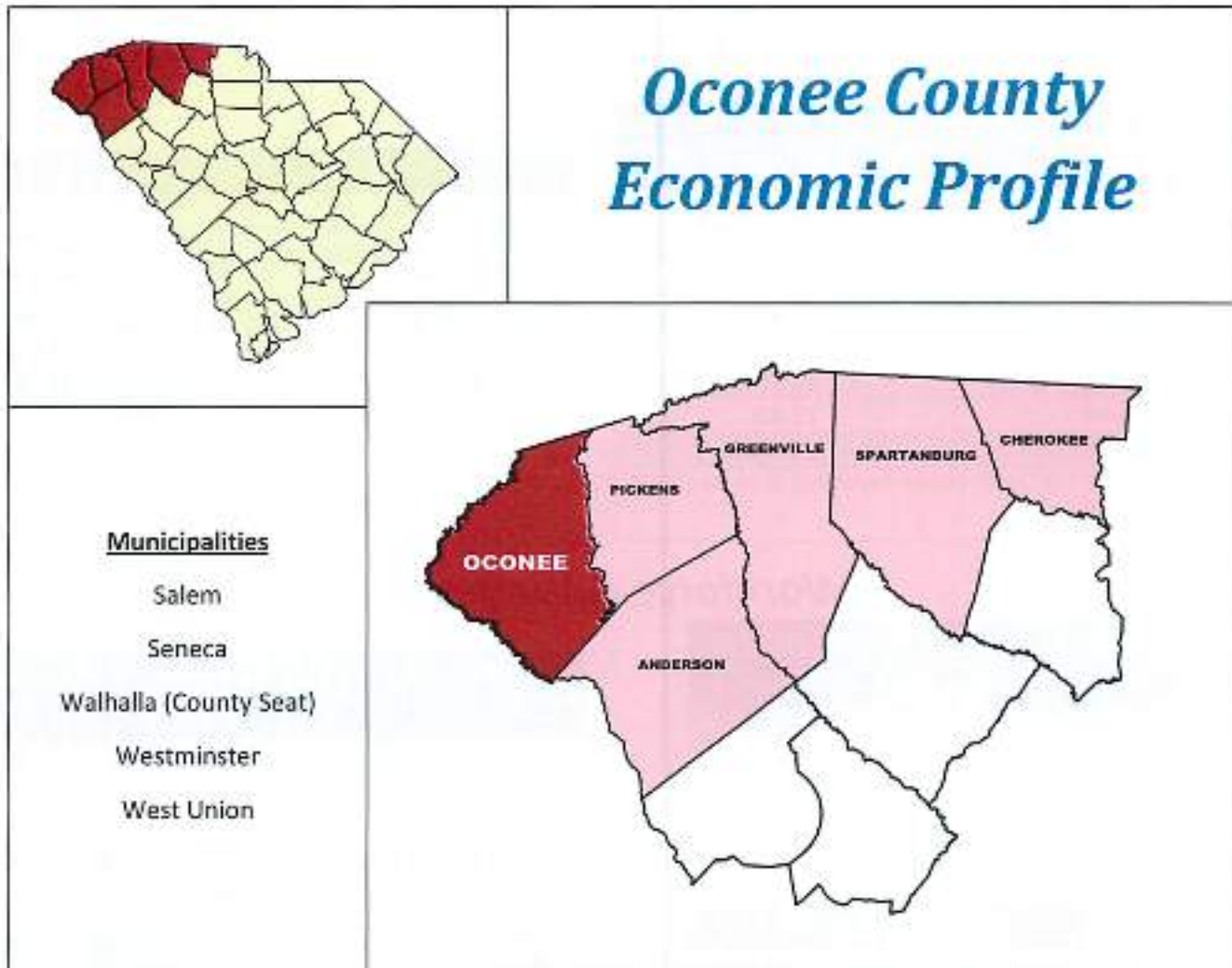
Greenville County Employment by Industry, as of 3 rd Qtr 2012			
Industry	Employees	%	Avg. Weekly Wage
All Private Industries	205,882	88.2%	\$797
Government	27,452	11.8%	\$861
Natural Resources & Mining	204	.1%	\$520
Construction	8,713	3.7%	\$856
Manufacturing	28,082	12.0%	\$1,053
Trade, Transport., Utilities	47,570	20.4%	\$726
Information	5,704	2.4%	\$979
Financial Activities	10,879	4.7%	\$1,023
Professional & Business Services	48,117	20.6%	\$867
Education & Health Services	25,692	11.0%	\$926
Leisure & Hospitality	24,891	10.7%	\$286
Other Services	6,030	2.6%	\$521
Total (Private + Government)	233,335	100%	\$805

Source: Data compiled by the Upstate SC Alliance: www.upstatescalliance.com. Quarterly Census of Employment and Wages (3rd Qtr 2012), SC Dept of Employment and Workforce.

Educational Attainment, Age 25+



Source: American Community Survey, 2007-11 Averages, U.S. Census



Known as South Carolina's "Golden Corner" and founded in 1868, Oconee County possesses an abundance of economic assets and natural resources. Numerous Fortune 500 companies call Oconee home and for good reason: its combination of highway access, qualified workforce, and aesthetic beauty make it a desirable destination for business and tourism. Duke Energy is a long-time major employer in the community and has been an economic development partner for many years. The community is in the foothills of the Blue Ridge Mountains and possesses breathtaking forests, farms, lakes, rivers, and waterfalls. Lakes Jocassee and Keowee are both in Oconee, along with the Chattooga National Wild & Scenic River – a national destination for white water rafting. The County's inventory of available sites and buildings continues to grow, and an exciting new small business incubator has emerged in Walhalla – the *Tri-County Entrepreneurial Development Corporation*.

24-Month Average Unemployment Rate, Period Ending June 2013

U.S.	6 County Region	Oconee County
8.14%	8.28%	9.21%

Source: BLS labor compiled from STATSAmerica.org

Transportation Infrastructure

Interstate Access	I-85 (direct connection)
Nearest Commercial Airports	Greenville-Spartanburg Int'l (1 hour)
Nearest Civil Airports	Clemson-Oconee Airport
Port Access	Port of Charleston (246 miles); "The Inland Port" in Greer (1 hour)
Rail Providers	Norfolk Southern

Population & Sales

Oconee County Total Population by Age as of 2012	
Metric	Oconee County
Total Population	75,277
Median Age	44 years
Age 14 & Under	17.1%
Age 15-19	6.1%
Age 20-54	41.8%
Age 55-64	15.3%
Age 65 & Up	19.7%

Source: U.S. Census Bureau, 2010. Census Population & Housing. ESRI Forecasts for 2012 & 2017.

Gross Retail Sales (millions)	
FY 2006-2007	\$1,202,482
FY 2007-2008	\$1,166,541
FY 2008-2009	\$1,048,396
FY 2009-2010	\$987,445
FY 2010-2011	\$1,066,392
FY 2011-2012	\$1,172,295

Source: SC Department of Revenue and Taxation

Workforce & Wages

Comparative Per Capita Income, 2012 & 2017 Projection		
	2012	2017
Oconee County	\$22,824	\$24,945
6 County Region	\$22,690	\$25,005
USA	\$26,409	\$29,882

Source: U.S. Census Bureau, Census 2010 Data. Esri forecasts for 2012 and 2017.

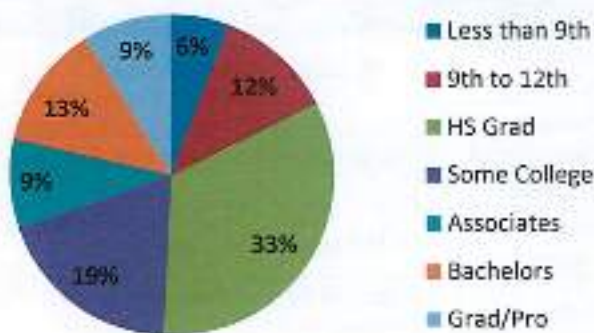
Where do people live and work?	
Live and work in Oconee Co.	13,043
Commute into Oconee Co.	5,264
Commute out of Oconee Co.	10,040

Source: U.S. Census Bureau, 2010 Census. ESRI Market Profile Forecasts for 2012 & 2017. OnTheMap Application and LEHD Origin-Destination Employment Statistics.

Oconee County Employment by Industry, as of 3 rd Qtr 2012			
Industry	Employees	%	Avg. Weekly Wage
All Private Industries	17,924	82.3%	\$776
Government	3,867	17.7%	\$661
Natural Resources & Mining	60	.3%	\$527
Construction	981	4.5%	\$680
Manufacturing	5,422	24.9%	\$974
Trade, Transport., Utilities	4,891	22.4%	\$875
Information	331	1.5%	\$690
Financial Activities	518	2.4%	\$713
Professional & Business Services	1,256	5.8%	\$677
Education & Health Services	1,641	7.5%	\$781
Leisure & Hospitality	2,148	9.9%	\$267
Other Services	676	3.1%	\$509
Total (Private + Government)	21,791	---	\$756

Source: Data compiled by the Upstate SC Alliance: www.upstatesc Alliance.com. Quarterly Census of Employment and Wages (3rd Qtr 2012), SC Dept of Employment and Workforce.

Educational Attainment, Age 25+



Source: American Community Survey, 2007-11 Averages, U.S. Census



Pickens County Economic Profile

Municipalities

Central
Clemson
Easley
Liberty
Norris
Pickens (County Seat)
Six Mile



Steeped in Revolutionary era history and adorned with mountains and lakes, Pickens County offers both economic vitality and a high quality of life. Nationally reputed Clemson University is an irreplaceable presence in the community, as innovations spun out of that *Top 25 Public Research Institution* help drive several of the region's industrial clusters – including *Advanced Materials and Automotive*. Boasting one of the best County School systems in South Carolina, local Daniel High School was recently named by *U.S. News and World Report* as the #1 Traditional High School in the state. The acclaimed *Pickens County Career and Technical Center* (a consolidated tech program of the four County high schools) and Tri-County Technical College are preparing students for 21st century manufacturing jobs. Its strong industrial base, workforce development emphasis, and tourism assets position Pickens County for continued economic development success.

24-Month Average Unemployment Rate, Period Ending June 2013

U.S.	6 County Region	Pickens County
8.14%	8.28%	8.08%

Source: BLS labor compiled from STATSAmerica.org

Transportation Infrastructure

Interstate Access	I-85
Nearest Commercial Airports	Greenville-Spartanburg Int'l (45 minutes)
Nearest Civil Airports	Pickens County Airport, Clemson-Oconee Airport
Port Access	Port of Charleston (231 miles); "The Inland Port" in Greer (45 minutes)
Rail Providers	Norfolk Southern, CSX

Population & Sales

Pickens County Total Population by Age as of 2012	
Metric	Pickens County
Total Population	120,551
Median Age	35.1 years
Age 14 & Under	16.6%
Age 15-19	9.3%
Age 20-54	48.1%
Age 55-64	12.0%
Age 65 & Up	13.9%

Source: U.S. Census Bureau, 2010. Census Population & Housing; ESRI Forecasts for 2012 & 2017.

Gross Retail Sales (millions)	
FY 2006-2007	\$1,939,923
FY 2007-2008	\$1,929,843
FY 2008-2009	\$1,850,954
FY 2009-2010	\$1,736,564
FY 2010-2011	\$1,968,115
FY 2011-2012	\$1,918,390

Source: SC Department of Revenue and Taxation

Workforce & Wages

Comparative Per Capita Income, 2012 & 2017 Projection		
	2012	2017
Pickens County	\$20,783	\$22,917
6 County Region	\$22,690	\$25,005
USA	\$26,409	\$29,882

Source: U.S. Census Bureau, Census 2010 Data. Esri forecasts for 2012 and 2017.

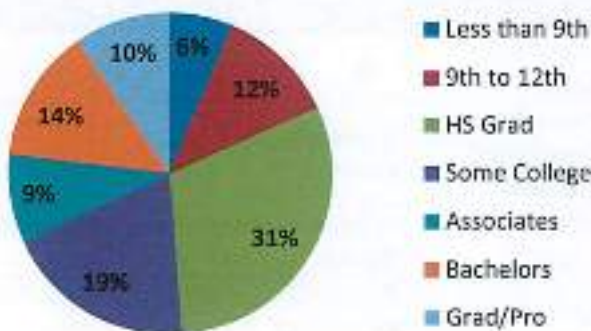
Where do people live and work?	
Live and work in Pickens Co.	16,577
Commute into Pickens Co.	14,013
Commute out of Pickens Co.	23,435

Source: U.S. Census Bureau, 2010 Census. ESRI Market Profile Forecasts for 2012 & 2017. OnTheMap Application and LEHD Origin-Destination Employment Statistics.

Pickens County Employment by Industry, as of 3 rd Qtr 2012			
Industry	Employees	%	Avg. Weekly Wage
All Private Industries	24,725	75.6%	\$584
Government	7,984	24.4%	\$1,015
Natural Resources & Mining	102	.3%	\$530
Construction	1,197	3.7%	\$611
Manufacturing	5,468	16.7%	\$799
Trade, Transport., Utilities	5,133	15.7%	\$548
Information	343	1.0%	\$1,178
Financial Activities	1,094	3.3%	\$915
Professional & Business Services	2,280	7.0%	\$511
Education & Health Services	3,676	11.2%	\$674
Leisure & Hospitality	4,654	14.2%	\$238
Other Services	779	2.4%	\$409
Total (Private + Government)	32,710	---	\$689

Source: Data compiled by the Upstate SC Alliance: www.upstatescalliance.com. Quarterly Census of Employment and Wages (3rd Qtr 2012), SC Dept of Employment and Workforce.

Educational Attainment, Age 25+



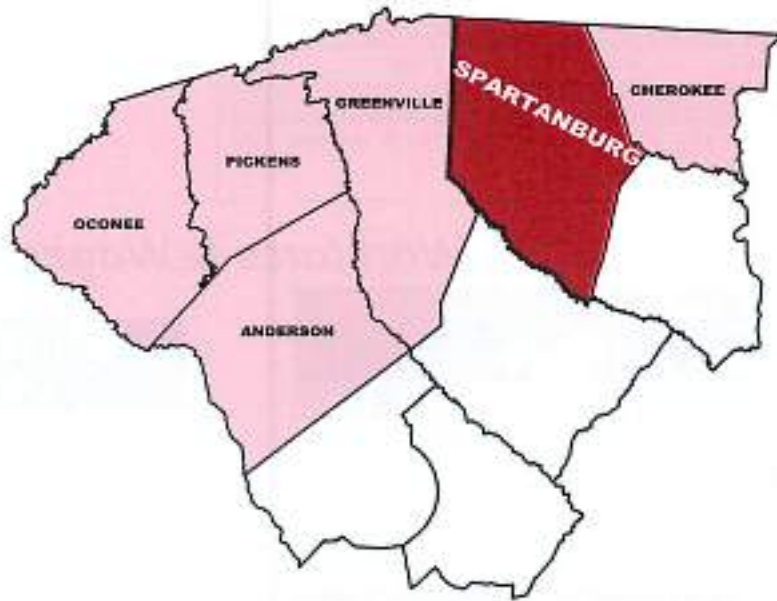
Source: American Community Survey, 2007-11 Averages, U.S. Census



Spartanburg County Economic Profile

Municipalities

Campobello
Central Pacolet
Chesnee
Cowpens
Duncan
Inman
Landrum
Lyman
Pacolet
Reidville
Spartanburg (County Seat)
Wellford
Woodruff



Spartanburg County was formed in 1785 and named after a local Revolutionary War militia called "The Spartan Regiment". Originally a frontier trading post, its economy progressed over the centuries into a major textile and international business center. Home to BMW's North American Headquarters, Spartanburg County boasts within its borders more than 100 international companies from 15 different countries. The *New York Times* recently cited that Spartanburg County had the highest per capita international investment in the country. Key to this success is the County's location at the crossroads of I-26 and I-85, the presence of the growing Greenville-Spartanburg International Airport, and the Port of Charleston—which is only three hours away. Spartanburg County also possesses a wealth of artistic, cultural, and sporting venues as well as several public and private colleges—all of which energize the local economy.

24-Month Average Unemployment Rate, Period Ending June 2013

U.S.	6 County Region	Spartanburg County
8.14%	8.28%	9.09%

Source: BLS labor compiled from STATSAmerica.org

Transportation Infrastructure

Interstate Access	I-85, I-26
Nearest Commercial Airports	Greenville-Spartanburg Int'l
Nearest Civil Airports	Spartanburg Downtown Memorial Airport
Port Access	Port of Charleston (204 miles); "The Inland Port" in Greer
Rail Providers	Norfolk Southern, CSX

Population & Sales

Spartanburg County Total Population by Age as of 2012	
Metric	Spartanburg County
Total Population	288,046
Median Age	38.3 years
Age 14 & Under	19.9%
Age 15-19	7.1%
Age 20-54	46.1%
Age 55-64	12.9%
Age 65 & Up	14.0%

Source: U.S. Census Bureau, 2010. Census Population & Housing. ESRI Forecasts for 2012 & 2017.

Gross Retail Sales (millions)	
FY 2006-2007	\$8,101,098
FY 2007-2008	\$7,465,099
FY 2008-2009	\$7,963,141
FY 2009-2010	\$7,835,780
FY 2010-2011	\$8,700,726
FY 2011-2012	\$10,304,876

Source: SC Department of Revenue and Taxation

Workforce & Wages

Comparative Per Capita Income, 2012 & 2017 Projection		
	2012	2017
Spartanburg County	\$21,695	\$23,758
6 County Region	\$22,690	\$25,005
USA	\$26,409	\$29,882

Source: U.S. Census Bureau, Census 2010 Data. Esri forecasts for 2012 and 2017.

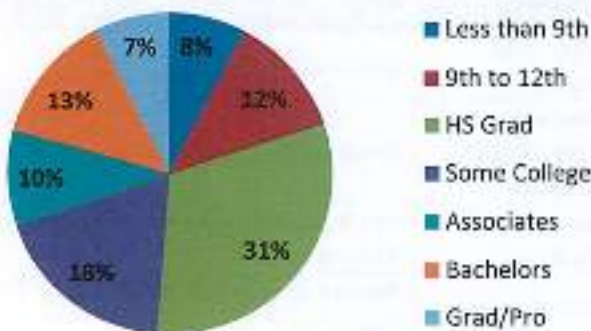
Where do people live and work?	
Live and work in Spartanburg Co.	65,430
Commute into Spartanburg Co.	28,082
Commute out of Spartanburg Co.	30,685

Source: U.S. Census Bureau, 2010 Census. ESRI Market Profile Forecasts for 2012 & 2017. OnTheMap Application and LEHD Origin-Destination Employment Statistics.

Spartanburg County Employment by Industry, as of 3 rd Qtr 2012			
Industry	Employees	%	Avg. Weekly Wage
All Private Industries	95,067	84.6%	\$747
Government	17,245	15.4%	\$874
Natural Resources & Mining	263	.2%	\$692
Construction	5,274	4.7%	\$832
Manufacturing	25,002	22.3%	\$973
Trade, Transport., Utilities	23,551	21.0%	\$548
Information	738	.7%	\$818
Financial Activities	4,030	3.6%	\$866
Professional & Business Services	12,181	10.8%	\$808
Education & Health Services	10,169	9.1%	\$800
Leisure & Hospitality	11,310	10.1%	\$303
Other Services	2,549	2.3%	\$554
Total (Private + Government)	112,312	---	\$766

Source: Data compiled by the Upstate SC Alliance: www.upstatescalliance.com. Quarterly Census of Employment and Wages (3rd Qtr 2012), SC Dept of Employment and Workforce.

Educational Attainment, Age 25+



Section III: Strategic Projects, Programs, and Activities

Clusters, Target Industries and Innovation Capacities

The following strategic plan is outlined in CEDS 2013-2017.

<u>CEDS 2013-2017 Strategic Plan</u>	
Goals:	<ul style="list-style-type: none"> • Promote the growing regional industrial clusters and target industries of Advanced Materials, Automotive, Biosciences, Energy, and Aerospace. • Promote local clusters and target industries which are unique to individual counties and communities.
Supportive Findings	<ul style="list-style-type: none"> • Objective, scientific cluster analysis has revealed five growing, technologically promising industry clusters in the region: Advanced Materials, Automotive, Biosciences, Energy and Aerospace. • The Upstate Alliance is marketing these clusters as target industries for the region on a global level. • There are outstanding regional foundations of innovation capacity and institutional partners for each cluster/target industry. • In addition to the five region-wide clusters, individual counties have also analyzed their unique assets in order to form their own additional industry targets.
Objectives	<ol style="list-style-type: none"> 1. Provide capacity-building technical assistance for the recruitment and enhancement of the region's Advanced Materials industrial cluster. 2. Provide capacity-building technical assistance for the recruitment and enhancement of the region's Automotive industrial cluster. 3. Provide capacity-building technical assistance for the recruitment and enhancement of the region's Biosciences industrial cluster. 4. Provide capacity-building technical assistance for the recruitment and enhancement of the region's Energy industrial cluster. 5. Provide capacity-building technical assistance for the recruitment and enhancement of the region's Aerospace industrial cluster. 6. Provide technical assistance to capacity-building and recruitment efforts for local target industries which are supported by a community's own unique assets. The Anderson County target industry of Data Centers is an example; the community has a unique set of local assets which make this industry a logical recruiting target.
Strategic Projects, Programs, and Activities	<p>For Objectives 1-6:</p> <ul style="list-style-type: none"> • Provide GIS-based research, map making and location decision analysis for communities, universities, industries and other related partners to further strengthen regional cluster-based economic development; • Provide strategic economic development planning and grant-writing services to further expand the capacity of all regional clusters and target industries.
Strategic Partners:	<p>SCACOG; all County and City local economic developers throughout the region; the Upstate Alliance; the South Carolina Department of Commerce; the Appalachian Development Corporation. Note: please see the <i>Regional Innovation Capacity</i> tables in this chapter for the numerous institutional partners related to each individual regional cluster.</p>
Time Line:	<p>2013-2017</p>

The past twelve months have been an exciting time for *Clusters, Target Industries, and Innovation Capacities* in the SC Appalachian Region. As noted above in the Strategic Plan for this CEDS Area of Emphasis, the five regional target industries are *Advanced Materials, Aerospace, Automotive, Biosciences, and Energy*—plus community-specific target industries based on existing local assets, such as the *Data Centers* target in Anderson County. The table below displays outstanding capital investment and job creation figures in these areas over the past twelve months.

Performance of Target Industries/Clusters in SC Appalachian Region, 09-2012 to 08-2013

New Company Announcements

	Advanced Materials	Aerospace ²	Automotive	Biosciences	Energy	Other Industries
Companies	5	---	7	1	3	7
Investment	\$25,250,000	---	\$38,000,000	14,000,000	\$2,000,000	\$29,650,000
New Jobs	137	---	521	100	82	286

Existing Company Expansions

	Advanced Materials	Aerospace	Automotive	Biosciences	Energy	Other Industries
Expansions	9	1	4	1	2	5
Investment	\$263,450,000	---	\$59,500,000	---	\$7,000,000	207,750,000
New Jobs	446	20	175	80	---	220

Total Accomplishments (New + Existing Companies)

	Advanced Materials	Aerospace	Automotive	Biosciences	Energy	Other Industries
Companies	14	1	11	2	5	12
Total \$	\$288,700,000	---	\$97,500,000	\$14,000,000	\$9,000,000	237,400,000
Total Jobs	583	20	696	180	82	506

Totals

45 companies
\$646,600,000 Investment
2,067 Jobs

Source: The Upstate South Carolina Alliance (<http://www.upstatescalliance.com>)

Key to carrying on this successful rate of investment and job creation is to work with federal partners and to continue building upon the public-private *innovation capacities* outlined in Section III of CEDS

² While Calendar Year 2012 saw approximately \$8 million investment and 100 new jobs in the *Aerospace* target industry, pending projects over the past 12 months have not yet been announced as of 08/2013.

2013-2017. While an inventory of these innovation engines is detailed in the 5-year CEDS, this *Update* includes some notable projects over the past year that have increased capacity:

Regional Innovation Capacities Getting Stronger

The Clemson University – International Center for Automotive Research (CU-ICAR) is **expanding** through construction of the new **Research One** building which will bring a combination of specialized classroom and incubation space for **automotive** start-up companies.

The local South Carolina Technology and Aviation Center (SCTAC) has partnered with the CU-ICAR to develop a program to test **wireless charging systems in electric vehicles**. SCTAC and CU-ICAR have contracted with Oak Ridge National Laboratory to support this three year cutting edge **automotive** program, and the research is funded by the U.S. Department of Energy.

The Clemson University **Advanced Materials** Research Laboratory continues to strengthen its innovation capacity in this target industry. Inside the 111,000 square foot facility are some of the world's brightest researchers and most state-of-the-art equipment. The National Science Foundation, the Department of Defense, and NASA have all recognized the laboratory's impact.

Clemson University, in conjunction with the Greenwood Genetic Center, will expand existing facilities of the J.C. Self Research Institute to **add a 17,000-square-foot research and education center in human genetics** on nearly 15 acres donated by Greenwood County. While Greenwood is adjacent to the Six-County SC Appalachian Region, the impact of this **biosciences** facility has a significant impact on the region.

The U.S. **Energy** Department is working with Clemson University to develop courses and training programs that will help researchers and students gain a better understanding of technology being developed to monitor the electric grid.

A recent study released by the Association for Unmanned Vehicle Systems International conducted a study stating that region is poised for growth in the **aerospace** industry – claiming that more than 500 jobs could be created over the next few years.

Note: Table is a set of examples and not intended to be a comprehensive list of every innovation development.

In keeping with CEDS 2013-2017, the regional Economic Development District will continue to work with local, regional, state, and federal partners to continue strengthening these vital project areas of innovation and cluster-based development.

Infrastructure

The following strategic plan for infrastructure is outlined in CEDS 2013-2017:

CEDS 2013-2017 Strategic Plan

Goal: Make the SCACOG region attractive for economic development by sustaining and enhancing physical infrastructure.

Supportive Findings

- With 225 miles of interstate highway along I-85 and I-26, the region has a great foundation for transportation infrastructure. These interstates provide fast access to surrounding regions and to world class airports and seaports.
- Road and highway networks must continue to be upgraded in order alleviate congestion and to foster successful development in a growing region.
- Communities face great capital challenges for extending and upgrading their water and sewer services in order to facilitate new investment and job creation.
- Power, Natural Gas and Telecommunications play an increasingly important role in the region and must continue to be supported.
- While several major regional employers rely on rail service, there is potential to connect more sites to rail in order to attract major economic development prospects. The new, centrally located "Inland Port" rail terminal will have a transformational impact on the region's rail capacity and relieve highway truck traffic through increased intermodal product transport.

Objectives

1. Promote effective transportation and land use planning throughout the region.
2. Support improving and increasing the economic development capacity of Greenville Spartanburg International Airport and all other regional airports.
3. Support increasing the capacity of the Port of Charleston, which is a great asset for international business development in the region.
4. Support increasing the capacity and connectivity of regional water, sewer, rail, power, natural gas, and telecommunications infrastructure.
5. Support the on-going design and development of the Inland Port rail facility and terminal.
6. Support the replacement and/or refurbishment of aged public infrastructure.

Strategic Projects, Programs, and Activities

1. Conduct responsible transportation and land use planning which accounts for the region's growing population, increasing traffic challenges, and escalating need for jobs.
2. Provide strategic planning and grant writing to help increase the region's economic development capacity in air travel and freight transport.
3. Support the expansion of the Port of Charleston by writing formal letters of support and providing analysis on how impactful the Port is to the SC Appalachian Region.
4. Provide strategic planning and grant writing services to support increased capacity and connectivity to water, sewer, rail, power, natural gas, and telecommunications infrastructure.
5. Assist with any technical support needed in the development of the Inland Port, including GIS, strategic planning, and grant-writing services.
6. Support the replacement and/or refurbishment of aged infrastructure through grant-writing and strategic planning services.

Strategic Partners: SCACOG; all County and City local economic developers and planners; the Upstate Alliance; the South Carolina Department of Commerce; the South Carolina Ports Authority; Greenville-Spartanburg International Airport and all other regional airports; all infrastructure grant providing agencies active in the region, including EDA, USDA, the Appalachian Regional Commission; U.S. Housing and Urban Development CDBG Program, SC DOT.

Time Line: 2013-2017

While a detailed inventory of assets is provided in the 5-Year CEDS, the most notable infrastructure development of this 12-Month *Update* has been construction of the **Inland Port in Greer** – the completion of which is scheduled for September of 2013. This 100-acre Greer rail development, which is located directly off of I-85 and adjacent to GSP International Airport, will have a transformational impact on international container movements between the **Port of Charleston** and the region. Referred to as “a port without water”, it will provide a place to transfer shipping containers between train and truck for shipments to/from the coast. The facility will improve the transport of freight on this 218-mile corridor by converting 50,000 all-truck container moves to more efficient multimodal moves. Adding to the impact of this development is the fact that nearly 2,600 acres of adjacent GSP International Airport property is being opened for economic development (discussed further in the next section, *Available Sites & Buildings*). As this update is being written, there is already a 400,000 square foot distribution facility being constructed on the site (expandable to 700,000 s.f.).

Clearly, the combined Inland Port and available GSP property will have a major impact on business logistics, capital investment, and job creation. The development combines the assets of interstate, airport, and rail in a way that the SC Appalachian Region has never seen. With this development, however, there will be significant infrastructure challenges. Conditions both on I-85 as well as all surrounding roads will face new traffic strains, and supporting utilities must also be updated responsibly. A major priority of CEDS 2013-2017 is to ensure that new development stemming from the Inland Port is planned responsibly in order to minimize congestion, to be environmentally responsible, and to promote a high quality of life in the region.

Another vital project area is to improve the regional network of Interstate Highways (I-85, I-26, I-185, I-385, and I-585). In June of 2013, the State Department of Transportation produced a list of its top seven **interstate improvement projects**, and three of them are found in the SC Appalachian Region. Construction in these sections of I-85 over the next several years will carry a major regional impact:

- **I-85/I-385 interchange in Greenville County**
- **I-85 widening in Greenville/Spartanburg counties (24.7 miles)**
- **I-85 widening in Spartanburg/Cherokee counties (28.36 miles)**

Whether examining the Inland Port, notable interstate projects, or all other infrastructure areas covered in CEDS 2013-2017, the SC Appalachian Region shares the nation-wide challenge of addressing deteriorated infrastructure. There are numerous roads and bridges throughout the region in need of repair. The same is true for public water, sewer, rail, and all other types of public infrastructure facilities that have been worn by age and weather. CEDS 2013-2017 supports not only expanding infrastructure capacity to help foster new economic development, but also maintaining a quality business environment through existing infrastructure replacement and restoration.

Available Sites and Buildings

The following strategic plan for available sites and buildings is outlined in CEDS 2013-2017:

CEDS 2013-2017 Strategic Plan
<p>Goal: Improve regional economic development capacity by increasing the quality and quantity of shovel ready sites and suitable buildings for expanding and locating businesses.</p>
<p>Supportive Findings</p> <ul style="list-style-type: none"> • A region with an outstanding inventory of available sites and buildings is better positioned to land projects. • In an increasingly competitive environment where companies desire to expand or relocate quickly, site consultants use specific criteria to <i>filter up</i> to shovel ready, high capacity locations. • Without an impressive inventory of sites and buildings, communities are often not considered by prospects or even by existing companies that wish to expand. <i>Availability of Product</i> keeps communities in the hunt and provides positive visibility.
<p>Objectives</p> <ol style="list-style-type: none"> 1. Help <u>market</u> existing and future sites throughout the region. 2. Help improve the <u>availability</u> of sites throughout the region. 3. Help improve the <u>connectivity</u> of sites throughout the region. 4. Help improve the <u>develop-ability</u> of sites throughout the region. 5. Help improve the <u>inventory</u> of suitable, available buildings throughout the region.
<p>Strategic Projects, Programs, and Activities</p> <ol style="list-style-type: none"> 1. Utilizing <i>Infomentum Online</i>, a state of the art program offered by SCACOG, provide GIS data and mapping services to help economic developers <u>market</u> available sites and buildings throughout the region. 2. When they are not publicly owned, improve the <u>availability</u> of sites by encouraging communities to enter mutually beneficial, long-term option agreements between property owners and local economic development agencies. This will improve the region's ability to negotiate on more sound footing with prospects. 3. Improve the <u>connectivity</u> of sites by (1) helping communities assess site utility connections, (2) providing grant-writing and planning support to improve site utility connections. 4. Improve the <u>develop-ability</u> of sites by offering grant-writing and planning assistance for due diligence associated with environmental assessments, mitigations, and right-of-way/easement analysis. 5. Help improve the inventory of suitable, available buildings for prospects by offering grant-writing and planning assistance for the redevelopment of existing facilities and the development of speculative shell buildings, when (i) the community deems it appropriate, and (ii) when local market conditions deem it necessary for attracting expansion and location projects.
<p>Strategic Partners: SCACOG; all County and City local economic developers throughout the region; the Upstate Alliance; the Appalachian Development Corporation; the South Carolina Department of Commerce; utility providers throughout the region; real estate developers throughout the region.</p>
<p>Time Line: 2013-2017</p>

The past twelve months has been a very interesting year in this *CEDS Area of Emphasis*. First, lack of available product (sites, certified sites, industrial buildings) is cited by the region's economic developers as one of their most difficult challenges. When State project managers and private site location

consultants submit a *Request for Information* concerning a company that is looking for a new location, it has become the norm for them to look for certified sites and/or habitable buildings. As noted in the *Upstate SC Alliance* quarterly report entitled, *The Score, Q4 2012*:

“In 2012, 73% of Upstate SC Alliance requests were instigated by prospects looking for existing buildings. If this trend continues, the region may only be able to compete for about a quarter of upcoming projects until new industrial product becomes available. While some may be willing to wait six to nine months for build-to-suit, others will likely move on to markets where space is immediately available.”

While the private real estate market will always be the primary force behind meeting “product” demand for economic development prospects, there are vital project areas of public investment outlined in CEDS 2013-2017 which can support the process (see Strategic Plan table of previous page). The objectives are (1) to help increase the inventory of site and building product, (2) to help market that product, and (3) to improve product availability, connectivity, and developability.

One topic that has received particular attention over the past twelve months is the need to invest in the region’s *InfoMentum Suite of Services* – which is an award-winning, GIS-based support system that enables economic developers to produce fast, detailed radius reports and maps which help market their product. While InfoMentum remains a strong product, it is very difficult for any such system to keep up with rapid technological developments. Over the past twelve months, the region has learned that the State of SC will maintain its own searchable database of sites and buildings. Because the region’s local economic developers do not have time to update two different databases in order to market their product, the decision has been made for InfoMentum to share the State’s database rather than to continue maintaining a separate one. Maintaining the state-of-the-art, customized analytical tools of InfoMentum (radius reports, etc.) while converting to a new State database will require major technological configurations and resources. Along these same lines, it is essential for InfoMentum to become adaptable for mobile phones and tablets. CEDS 2013-2017 promotes support of these vital technical upgrades from all local, regional, state, and federal economic development partners.

While a directory of available site and buildings is provided in CEDS 2013-2017, one highly vital project that has accelerated over the past twelve months is the opening of GSP International Airport property for economic development. These nine tracts not only surround the airport, but (1) are located along I-85, (2) are adjacent to the new *Inland Port*, and (3) total to approximately 2,578 acres. While the goal of CEDS 2013-2017 is not to call attention to any one available site over another, a site of this size that is near such critical transportation assets has the potential to have a major impact on the region. Along with improving the inventory of product across the region, the responsible development of the airport site is a highly vital project that will require support from local, regional, state, and federal economic development partners.

Workforce Development

CEDS 2013-2017 Strategic Plan

Goal: Cultivate an efficient and skilled 21st Century workforce through enhanced training and coordination of resources in the SC Appalachian Region.

Supportive Findings

- Regional graduation rates have improved at all scholastic levels and the region has a population of workers large enough to accommodate virtually any economic development project.
- The availability of **technologically skilled manufacturing labor** presents significant challenges in regional economic development, as available skilled labor is important to the region's vital industrial clusters.
- With regional manufacturers in need of Certified Production Technicians (CPT's), Certified Logistics Technicians (CLT's), Computer Numerical Control operators (CNC's), mechatronic specialists, and the like, the effective coordination of workers and training programs is as challenging as it is essential.
- The region shares the significant state-wide challenges associated with illiteracy and the need for early childhood intervention and education.
- There is a broad array of programs, initiatives and educational institutions that serve as assets to the region's workforce development efforts.
- The state-wide *South Carolina Chamber of Commerce* has developed an outstanding list of goals and strategies which are reflective of the workforce challenges and opportunities in the SC Appalachian Region.

Objectives

1. Support the region's three Workforce Investment Boards (WIBs) and all of the programs they oversee.
2. Support the SC Technical College System and other professional schools and workforce organizations that are training the regional workforce and connecting it with employers.
3. Promote the workforce development goals and strategies developed by the South Carolina Chamber of Commerce.

Strategic Projects, Programs, and Activities

1. Continue to partner with regional WIB's through coordination, strategic planning, and grant writing assistance.
2. Provide strategic planning and grant writing services to technical colleges and other professional workforce organizations.
3. Offer assistance with strategic planning, technical support, and grant-writing to all the SC programs and partners that are working to achieve the workforce goals and strategies outlined by the South Carolina Chamber of Commerce.

Strategic Partners: SCACOG, the Worklink WIB; the Greenville County WIB; the Upstate WIB; all local school systems, colleges and universities within the region; all County and City local economic developers throughout the region; the Upstate Alliance; the South Carolina Department of Commerce.
 Note: please see the *SC Workforce Development Programs* table of this chapter for all institutional program partners.

Timeline: 2013-2017

Along with the availability of site and building product, the ability to supply enough technically qualified workers for the high volume of advanced manufacturing prospects is the top challenge cited by local economic developers. Not only is the SC Appalachian Region growing at a faster rate than the nation as a whole, but the technology of manufacturing is rapidly evolving. As cited in CEDS 2013-2017, “With regional manufacturers in need of Certified Production Technicians (CPT’s), Certified Logistics Technicians (CLT’s), Computer Numerical Control operators (CNC’s), mechatronix specialists, and the like, the effective coordination of workers and training programs is as challenging as it is essential.” This means that an increasing amount of resources should be devoted to strengthening this *CEDS Area of Emphasis*.

The South Carolina Chamber of Commerce and the SC Appalachian Economic Development District are aligned in their Workforce Development Goals to be achieved by year 2020 (outlined in the 5-Year CEDS). One of the major goals is to increase the number of workers who have been tested and have received a National Career Readiness Certificate from the ACT WorkKeys Program. Over the past twelve months, the region has made great progress in this area by participating in the new *ACT Work Ready Communities* initiative. South Carolina is one of the initial pilot states for this national program, which calls for individual counties to work with employers to promote higher workforce participation in ACT WorkKeys. Employers are being both educated on the program and asked, at a minimum, to voluntarily recognize the National Career Readiness Certificate when a job applicant presents one during an interview. This does not mean that the employers who volunteer are obligated to hire the person presenting a Certificate or even to show that person preferential treatment in their selection process. What it does mean, however, is that the employer has a basic understanding of what ACT WorkKeys is and what the National Career Readiness Certificate means – whether the applicant tests at a *Bronze, Silver, Gold, or Platinum* level. Increased awareness of this proven program by employers will provide an increased incentive for workers to participate in it and enhance their skill levels. Support for this initiative, along with all of the other workforce goals outlined in CEDS 2013-2017, is a vital project area for the region.

Lastly, state and federal workforce development funding has declined significantly over the past several years, and a clear sign of this decline was demonstrated over the past twelve months when a major consolidation of *Worklink Employment Centers* was forced in Anderson, Oconee, and Pickens counties. A total of three Employment Centers in the cities of Anderson, Seneca, and Liberty were closed and forced to consolidate their operations to nearby “QuickJobs Development Centers”, which are housed in the campuses of Tri-County Technical College. At a time when workforce development needs have never been more paramount, regional workforce partners are being asked to accomplish more with fewer resources. A critical priority for CEDS 2013-2017 is to work with local, regional, state, and federal partners to increase resources in order to support this vital project area.

Entrepreneurship

CEDS 2013-2017 Strategic Plan

Goal: Make the SCACOG Region the most *entrepreneur friendly* region in South Carolina.

Supportive Findings

- Most jobs are created by small to mid-size business.
- Keeping a business alive is often more difficult than starting a business, thus a nourishing entrepreneurial environment is critically important.
- Many exciting initiatives have developed over the last several years which have given great momentum to the subject of regional entrepreneurship.

Objectives

1. Help communities develop a supportive environment for entrepreneurship.
2. Increase the number of small business incubators, accelerators, and soft landing programs throughout the region.
3. Continue to provide analytical tools which support entrepreneurial activity.

Strategic Projects, Programs, and Activities

1. Develop a region-wide, voluntary *Entrepreneur Friendly* program which allows individual communities to assess and improve upon their small business environments through a set of measurable steps. While details of this program are still under development, it will involve a core set of entrepreneur friendly criteria based upon *best practices* as well as a peer-to-peer review component which will allow good ideas to be shared throughout the region.
2. Provide strategic planning and grant-writing services to support existing and future small business incubators, accelerators, and soft landing programs throughout the region.
3. Continue to promote and update the Plan-A-Biz tool in order to provide assistance in small business decision analysis.

Strategic Partners: SCACOG; all local economic developers, chambers of commerce, and other community business groups throughout the region; the Appalachian Development Corporation; the South Carolina Department of Commerce; the Clemson University Small Business Development Center (SBDC); the Service Corps of Retired Executives (SCORE). Note: please see the *Exciting Initiatives* table of this chapter for other strategic partners.

Time Line: 2013-2017

Recognizing that small business plays an irreplaceable role in the U.S. economy, CEDS 2013-2017 called for the continued support of organizations and resources that are facilitating entrepreneurial growth in the region. These assets include not only organizations that support small business development, but also the incubators, accelerators, and “soft landings” facilities found throughout the region. While an inventory of these assets is provided in CEDS 2013-2017, the table below displays how several of them expanded their capacity over the past twelve months:

Regional Entrepreneurial Assets *Getting Stronger*

Expansion of the Center for Business and Entrepreneurial Development (CBED) - with grant support from the Economic Development Administration and the Appalachian Regional Commission, Spartanburg Technical College will renovate 22,000 s.f. of dead space to greatly expand the capacity of CBED. This 363,000 square foot multi-use incubator and soft landings facility is an invaluable tool for entrepreneurs to start up a new venture, jump start an expansion or relocation, beta test a new product line, and train employees on new products or processes.

The Mountain Lakes Business Development Corporation (Incubator) expands to become the "Tri-County Entrepreneurial Development Corporation". Partnering with Tri-County Technical College, this transition will expand this Oconee County incubator in both physical size and in resources by locating it in the *Seneca Commerce Center*. Plans are underway for the expansion and support will be required from local, regional, state, and federal economic development partners.

The **Clemson University – International Center for Automotive Research (CU-ICAR)** is expanding through construction of the new *Research One* building which will bring a combination of specialized classroom and incubation space for automotive start-up companies.

Greenville-based **The Iron Yard** is presently expanding its presence to Spartanburg. The Iron Yard is a 13-week, mentorship-driven startup accelerator. It focuses on talented teams with a prototype that can be brought to a large market. Teams are selected after a highly competitive application process. Tenants receive space, design assistance, legal/accounting services, experienced entrepreneurial mentorship, and \$20,000 in seed capital.

Note: Other entrepreneurial capacities exist throughout the region and this list is not intended to be comprehensive.

Another exciting entrepreneurial development over the past twelve months has been the successful application by the Economic Development District for an Appalachian Regional Commission grant to build the on-line, interactive **Entrepreneur Friendly Toolkit**. This dynamic product, which will be developed over the next twelve months, will focus on the *entrepreneurial community* as its direct client. By completing a set of eight interactive "steps", communities throughout the SC Appalachian Region will strategically plan, market to, and foster the growth of local entrepreneurship. After finishing the eight steps, the community will hit "print" and a custom "Entrepreneur Friendly Action Plan" (PDF) will be produced with the community's typed answers populating its content. Cited as a vital project in CEDS 2013-2017, the Toolkit will greatly increase entrepreneurial capacity in the region.

"Steps" of the Entrepreneur Friendly Toolkit

1. Resource Assessment
2. Centralized Information
3. Training and Assistance Programs
4. Networks
5. Business Sustainability Resources
6. Regulatory and Policy Environment Clarity
7. Clear Lines of Communication Between Business and Government Leadership
8. Leadership Promotion

Access to Capital

CEDS 2013-2017 Strategic Plan

Goal: Support institutions and programs which provide much needed capital for job creating companies and projects in the SC Appalachian Region.

Supportive Findings

- Access to capital is a critical component of economic development.
- While most business lending is handled rightfully by the private sector, there are situations in which government gap financing programs, loan guarantee programs, and private sector angel or venture capital networks can partner with banks to make impactful loans and investments.
- There is an impressive network of economic development finance institutions working in the region.
- There are valuable grant and tax credit programs working in the region to help foster investment and job creation.

Objectives

1. Support economic development finance institutions and programs which are making job-creating loans and investments.
2. Secure economic development grant support in order to support investment and job creation.
3. Support economic development tax credit programs which incentivize investment and job creation.

Strategic Projects, Programs, and Activities

1. Promote economic development finance institutions for capital-seeking projects throughout the region.
2. Continue to provide economic development grant writing services throughout the region.
3. Promote economic development tax credit programs by conducting research and sharing information with communities throughout the region.

Strategic Partners: SCACOG; all County and City local economic developers throughout the region; the Appalachian Development Corporation and other economic development finance institutions and programs throughout the region; the Upstate Alliance; the South Carolina Department of Commerce; the South Carolina Department of Revenue.

Time Line: 2013-2017

The condition of financial institutions in both the SC Appalachian Region and the entire state has healed considerably over the past twelve months. \$188 million in SBA lending over the first three quarters of 2013 represents a pace that is set to once again break a state record (set in 2012). While 14% of South Carolina lending institutions are currently unprofitable, that figure is down from 35% in 2010, 31% in 2011, and 18% in 2012. Regionally, SBA lending is also increasing. In addition to the several public-private federal revolving loan funds being administered by lenders such as the *Appalachian Development Corporation*, there are fifteen private banks in the region that are certified SBA lenders. While data is not available for all six counties, the combined amount of SBA loans in Greenville, Spartanburg, and Anderson Counties increased from sixty in 2011 to one hundred and thirty-seven in 2012 (a 128% increase). Year-end figures for 2013 promise to be even higher.³ In order to maintain the

³ Source: GSA Business Market Facts 2013.

region's strong capital environment which contributes to the creation of countless jobs, continued support from local, regional, state, federal economic development partners will be required.

Regional economic development grant activity is also strong. The table below displays a sample of exciting federal economic development grants that are currently under way in the SC Appalachian Region:

Some Exciting Federal E.D. Grant Projects in the Region			
Project Name	Grant Source	Grant Amount	Total Project Cost
City of Blacksburg, Oak Grove Water Project	CDBG and ARC	\$852,251	CDBG and ARC
Anderson Regional Joint Water System, Hartwell Intake Project	EDA	\$2,000,000	\$4,019,700
Anderson County, Tri-County Tech Quick Jobs Facility	ARC	\$500,000	\$1,210,492
Greenville Co. Recreation District, Swamp Rabbit Trail North	ARC	\$250,000	\$500,000
City of Travelers Rest, Outdoor Arts Center	ARC	\$500,000	\$1,087,125
Oconee County, SC Hwy 11 Sewer Project	ARC	\$500,000	\$1,800,000
City of Pickens, Town Creek Park Project	ARC	\$400,000	\$810,000
Town of Pacolet, River Passage Gateway Project	ARC	\$387,500	\$775,000
Spartanburg Community College, Center for Business and Entrepreneurial Development	ARC and EDA	\$1,340,000	\$1,700,000

Note: List is a snap shot of some notable projects and not intended to be comprehensive.

In addition to economic development grants and loans, tax credit programs (local, state and federal) continue to play an important role in job creation and capital investment. Free Trade Zone 38 along Interstate I-85 continues to be a great incentive for business location and expansion, and the South Carolina four-tier Job Tax Credit continues to incentivize job creation. For year 2013, Greenville County is classified as "Tier I – Developed"; Anderson, Oconee, Pickens, and Spartanburg Counties are "Tier II – Moderately Developed"; Cherokee County is "Tier III – Least Developed". None of the region's counties are considered "Tier IV – Distressed" by the SC Department of Revenue, which is a positive economic sign for the region.

Whether discussing loans, grants, or tax credits, there are many positive developments taking place in regional economic development finance. There are never enough resources, however, to accommodate all of the potential job-creating projects in the pipeline. Local, regional, state, and federal economic development partners must continue to work together to increase these resources and support more projects.

Local Asset-Based Economic Development

CEDS 2013-2017 Strategic Plan

Goal: Strengthen the unique, local community assets which have a significant impact on regional economic development.

Supportive Findings

- Each of the six counties and 42 municipalities within the SC Appalachian Region possess unique assets from which residents derive economic opportunity.
- With attractive natural resources, historic places, arts & entertainment, and sporting venues, the SC Appalachian Region has a strong tourism industry.
- There is great potential of downtown areas in the region to foster economic growth and job creation.
- The region is in position to capitalize on emerging opportunities in the agricultural industry, including inputs for manufacturing, local/organic produce markets, and agri-tourism.

Objectives

1. Make the SC Appalachian Region a globally recognized tourism destination.
2. Make the SC Appalachian Region known for its vibrant downtown areas.
3. Help communities reach the full economic potential of their rich agricultural resources.
4. Help communities further recognize, develop, and market their uniquely local economic development assets.

Strategic Projects, Programs, and Activities

For Objectives 1-4:

- Support tourism initiatives, downtown development, and agribusiness development throughout the region with strategic planning, marketing, and grant-writing efforts.
- Conduct research and provide grant writing assistance in order to obtain formal marketing studies which aim to enhance local economic development assets.

Strategic Partners: SCACOG; all Chambers of Commerce and Convention and Visitor Bureaus throughout the region; all County and City local economic developers throughout the region; the Upstate Alliance; the South Carolina Department of Commerce; the South Carolina Department of Parks, Recreation and Tourism.

Time Line: 2013-2017

Each of the six counties and 42 municipalities within the SC Appalachian Region possess unique assets from which residents derive economic opportunity. Not all of these local assets make up "clusters" or lead to formal "target industries" for recruitment, but they are essential to the economic well being of individual communities and the region as a whole. While providing a detailed inventory of each community's local assets is not practical for the purpose of the 2013 CEDS update, there are three broad asset categories that CEDS 2013-2017 emphasizes: Agribusiness, Tourism, and Downtown Development.

In June of 2013, an outstanding study was conducted by the *South Carolina Coastal Conservation League* and numerous regional partners on the feasibility of a "Food Hub" for the SC Appalachian Region. Entitled, "Upstate Region Local Food Hub Feasibility Study", the document examines the potential for starting a regional food hub like the highly successful one found in Charleston, SC ("GrowFood

Carolina"). The study defines a regional food hub as, "a business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand." While a local host organization to lead the effort and manage the operation is needed, the study offers the following basic conclusion in support of creating a regional food hub:

"The majority of other necessary pieces needed to establish a local food hub are in place. Local food supply and demand data, food producer survey results, retailer and consumer survey and interview results, demographic research, and farm data all show that there is the potential to increase local food supply and satisfy ever-increasing demand."

The concept of increasing opportunities for local farmers via farmers markets and shared public-private processing facilities is emphasized as a CEDS 2013-2017 *Area of Emphasis*. Numerous local initiatives have taken off, but the idea of a central food hub takes the concept to a new level of regionalism.

While CEDS 2013-2017 provides a directory of exciting tourism and downtown development assets from across the region, economic development activity in these two areas over the past twelve months has remained strong. Whether examining the exciting new "Main Street Challenge" in the City of Spartanburg, which is a competition for valuable space and incentives for up to three promising entrepreneurs to locate on Main Street, or the fact that the region continues to draw world class conferences, such as the "Best Plants Conference" from *Industry Week Magazine*, the local asset-based economy is vital to the well being of the region. Support from local, regional, state, and federal partners is needed to foster the development in this vital project area.

Section VI: Conclusion

Building on a Strong Year

The first twelve months of CEDS 2013-2017 was a tremendous period in the SC Appalachian Region. Each of the strategy's *Seven Areas of Emphasis*, which includes (1) *Clusters, Target Industries, and Innovation Capacities*, (2) *Infrastructure*, (3) *Available Sites and Buildings*, (4) *Workforce Development*, (5) *Entrepreneurship*, (6) *Access to Capital*, and (7) *Local Asset-Based Development*, saw exciting developments and capacity expansion. The cluster-based, target industry approach to recruiting is yielding outstanding results, with nearly \$647 million in capital investment and 2,067 new jobs over 45 announcements since September 2012. The new Inland Port will have a transformational impact on business logistics throughout the region. Twelve months from now, thanks to federal economic development partners, the new *Entrepreneur Friendly Toolkit* will be complete—establishing a customized on-line planning tool for communities to attract and develop local entrepreneurs. The past twelve months have also laid the groundwork for the creation of a central food hub to improve the agricultural economy and public health of the region. The list of highlights could go on, but what is most important to remember is the fact that there is still a great deal of work to do in order for the region to reach economic parity with the nation.

Continued Plan of Action

SCACOG, serving as the federal Economic Development District, will continue to work with the CEDS Steering Committee to support the vital projects which aim to create economic growth in the region. SCACOG will:

- Continuously evaluate the CEDS 2013-2017 *Goals and Objectives* in relation to qualitative and quantitative performance measures;
- Support the *Strategic Projects, Programs and Activities* outlined for each *Area of Emphasis* in CEDS 2013-2017;
- Help execute on-going and future *Vital Projects* of CEDS 2013-2017;
- Provide EDA with annual CEDS progress updates.

SCACOG will carry out CEDS 2013-2017 in a manner which:

- Promotes economic development and opportunity;
- Fosters effective transportation access;
- Enhances and protects the environment;
- Maximizes effective development and use of the workforce consistent with any applicable State or local workforce investment strategy;
- Promotes the use of technology in economic development, including access to high-speed telecommunications;
- Balances resources through sound management of physical development; and
- Obtains and utilizes funds and other resources.



9/17/2013

Drug Paraphernalia

1

The logo features a yellow star with three horizontal lines extending to the left, set against a blue and yellow background. To the right of the star, the text "OCONEE COUNTY SHERIFF'S OFFICE" is written in a bold, blue, sans-serif font.

**OCONEE COUNTY
SHERIFF'S OFFICE**

Drug Paraphernalia

Capt. Ken Washington
Lt. Jeremy Chapman

Oconee County Sheriff's Office
Special Operations Division

9/17/2013

Drug Paraphernalia

2

Bong Used for Smoking Marijuana



9/17/2013

Dani Perghemali

3

Grinder used for Grinding Marijuana



9/17/2013

Dani Perghemali

4

Pipe Used for Smoking Marijuana



9/17/2013

Drug Penetration

5

Pipe used for Smoking Methamphetamine



9/17/2013

Drug Penetration

6

Pipe Used for Marijuana



9/17/2013

Drug Paraphernalia

7

Light Used for Smoking Methamphetamine



9/17/2013

Drug Paraphernalia

8

Scales disguised as CD Case



9/17/2013

Drug Paraphernalia

9

Paraphernalia



9/17/2013

Drug Paraphernalia

10

Needle Used for Methamphetamine



9/17/2013

Drug Recognition

11

Scales



9/17/2013

Drug Recognition

12



PUBLIC HEARING
SIGN IN SHEET
Oconee County Council Meeting
DATE: September 17, 2013
6:00 p.m.

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"

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"

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"

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"

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."

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.

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



PUBLIC HEARING

SIGN IN SHEET

Oconee County Council Meeting

DATE: September 17, 2013

6:00 p.m.

PRINT Your Name & Check Ordinance[s] You Wish to Address

Ordinance #	2013-17	2013-18	2013-22	2013-23	2013-25
1. BRIT ADAMS	X				
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**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, apparatus, 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 September 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: September 17, 2013
Third Reading: September 17, 2013

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

**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 17th day of September, 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: September 17, 2013
Third Reading: September 17, 2013

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 or 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
 Second Reading: _____, 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 FILOT 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 September, 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: September 17, 2013
Third Reading: September 17, 2013

AMENDED FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

**GREENFIELD INDUSTRIES, INC.
a South Carolina corporation**

and

**TDC CLEMSON LAND COMPANY, LLC,
GREENTECH METAL RECYCLING, LLC
AND
TDC SAWS, LLC, (jointly with the Company hereinafter the “Sponsors”)**

Dated as of October 1, 2013

The County and the Company hereby agree to waive, to the full extent allowed by law, the requirements of Section 12-44-55 with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all other filings with the County required by the Act.

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AMENDED FEE AGREEMENT

THIS AMENDED FEE AGREEMENT (the "Amended Fee Agreement") is made and entered into as of October 1, 2013, by and between 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 the Oconee County Council (the "County Council") as the governing body of the County, and GREENFIELD INDUSTRIES, INC. (the "Company"), a corporation duly incorporated and existing under the laws of the State of South Carolina, and TDC CLEMSON LAND COMPANY, LLC, GREENTECH METAL RECYCLING, LLC AND TDC SAWS, LLC, (jointly with the Company hereinafter the "Sponsors"), and is an amendment and continuation of the Fee Agreement (hereinafter defined).

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property, to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no

pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to a Fee Agreement between the County and the Company dated as of December 1, 2009 (referred to herein as the "Fee Agreement") authorized by the "Fee Ordinance", adopted by the County Council on December 15, 2009, the Company entered into the Fee Agreement dated as of December 1, 2009 and agreed to acquire and equip by construction, lease-purchase, lease or otherwise a manufacturing facility (the "Facility") which manufactures metal products, which Facility is located in the County, which consisted of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures and which constituted the project (the "Initial Project"). The Initial Project in the Park (as defined in the Fee Agreement) in the County has constituted, prior to the execution of this Amended Fee Agreement, an investment of at least \$10,000,000 in fee in lieu of tax expenditures otherwise subject to ad valorem taxes except for the fee granted in the Fee Agreement and thus is in compliance with the Act and this Amended Fee Agreement.

Pursuant to an Amended Fee Ordinance (as defined herein) adopted on September 17, 2013 to amend the Fee Agreement dated as of December 1, 2009 by and between the County, and the Company and, as an inducement to the Sponsors to further develop the Project and at the Sponsors' request, the County Council authorized the County to enter into this amended Fee Agreement (the "Amended Fee Agreement") with the Sponsors which amends the Fee Agreement to read as stated

herein, and identifies the property comprising the Project as Economic Development Property (as defined in the Act) under the Act and subject to the terms and conditions hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County:

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Amended Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

"Act" shall mean Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof

"Amended Fee Agreement" shall mean this Amended Fee Agreement dated as of October 1, 2013, which amends and replaces the Fee Agreement, except as otherwise noted herein or in the Fee Agreement.

"Amended Fee Ordinance" shall mean the Ordinance of the County Council adopted on September 17, 2013 authorizing the Amended Fee Agreement dated as of October 1, 2013.

"Authorized Sponsors Representative" shall mean any person designated from time to time to act on behalf of each or any of the Sponsors by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any

assistant secretary as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Sponsors, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsors Representatives to act for the Sponsors with respect to different sections of this Amended Fee Agreement.

"Chairman" shall mean the Chairman of the County Council of Oconee County, South Carolina

"Clerk to County Council" shall mean the Clerk to the County Council of Oconee County, South Carolina.

"Closing" or "Closing Date" shall mean the date of the execution and delivery hereof.

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

"Company" shall mean Greenfield Industries, Inc., a South Carolina corporation duly qualified to transact business in the State.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

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

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Amended Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the

Company's removal of equipment pursuant to Section 4.6 of this Amended Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Amended Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Amended Fee Agreement.

"Economic Development Property" shall mean all items of real and/or tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Amended Fee Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company.

"Equipment" shall mean all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment and fixtures constitute Economic Development Property and thus become a part of the Project pursuant to this Amended Fee Agreement.

"Event of Default" shall mean any Event of Default specified in Section 4.13 of this Amended Fee Agreement.

"Facility" shall mean any such facility that the Sponsors may cause to be constructed, acquired, modified or expanded in Oconee County, South Carolina on the land acquired by or on behalf of the Sponsors for the Project.

"Fee Agreement" shall mean the Fee Agreement dated as of December 1, 2009.

"Fee Ordinance" shall mean the ordinance adopted by the County Council on December 15, 2009.

"Fee Term" or "Term" shall mean the period from the date of delivery of this Amended Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Amended Fee Agreement.

"FILOT Revenues" shall mean the payments in lieu of taxes which the Sponsors are obligated to pay to the County pursuant to Section 4.1 hereof.

"Improvements" shall mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Amended Fee Agreement.

"Investment Period" shall mean the period commencing with the first day that economic development property is acquired pursuant to the Fee Agreement and continuing pursuant to this Amended Fee Agreement and ending on December 31, 2017.

"Phase" or "Phases" in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

"Phase Termination Date" shall mean with respect to each Phase of the Project the day twenty years after each such Phase of the Project becomes subject to the terms of this Amended Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31, 2037.

"Project" shall mean the Equipment, Improvements, and/or Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases, which shall

constitute expansions or improvements of the Facility, and includes the Initial Project. The Project involves an initial investment of sufficient sums to qualify under the Act.

"Real Property" shall mean real property, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such shall become a part of the Project under the terms of this Amended Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of the Fee Agreement and this Amended Fee Agreement.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Sponsors shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Amended Fee Agreement: (a) components or Phases of the Project or portions thereof which the Sponsors, in their sole discretion, determine to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Sponsors in their sole discretion, elect to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Amended Fee Agreement (subject, always, to the terms and provisions of Section 4.3, hereof).

"Replacement Property" shall mean any property which is placed in service as a replacement pursuant to Section 4.3 for any item of Equipment or any Improvement which is scrapped or sold by the Sponsors and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and

regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Sponsors” shall mean the Company and TDC Clemson Land Company, LLC, Greentech Metal Recycling, LLC and TDC Saws, LLC in conformity with the terms of the Act, specifically as the Act was amended by Act 283 in 2003. Any reference to any agreement or document in this Article I or otherwise in this Amended Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Sponsors as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Amended Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the amendment of the Fee Agreement, and the execution and delivery of this Amended Fee Agreement and any and all other agreements described herein or therein.

(b) The Project, as represented by the Sponsors to the County, constitutes a "project" within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

Section 2.2 Representations of the Company. The Sponsors individually or jointly represents and warrant to the County as follows:

(a) The Sponsors represent and warrant that the Sponsors are each duly organized and in good standing under the laws of the State, and are each qualified to do business in the State, have power to enter into this Amended Fee Agreement, and by proper company action each has duly authorized the execution and delivery of this Amended Fee Agreement.

(b) The Sponsors represent and warrant that the execution and delivery of this Amended Fee Agreement by the Sponsors and their compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Company or any of the Sponsors is now a party or by which it is bound.

(c) The Sponsors intend to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of manufacturing metal products, recycling of materials for industry and commercial use and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Sponsors to locate and expand the Facility in the State.

(e) Inasmuch as at present the Company has invested at least \$10,000,000 in the Project under the Fee Agreement, the cost of the Project exceeds the minimum investment required by the Act.

(f) The Sponsors will continue to invest and will, within the Investment Period, invest in excess of Fifteen Million Dollars (\$15,000,000) in fee in lieu of tax eligible investments, subject to the fee, in the Project (counting the investment already made in the Project under the Fee Agreement).

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Sponsors have acquired, constructed and/or installed or made plans for the acquisition, lease, construction, expansion and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project, and have already invested at least \$10,000,000 in the Project under the Fee Agreement which is being amended by this Amended Fee Agreement.

Pursuant to the Act, the Sponsors and the County hereby agree that the property properly comprising the Project shall be Economic Development Property as defined under the Act. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder, and provided that the Company may lose the benefit of this Amended Fee Agreement if it does not complete the Project.

Section 3.2 Diligent Completion. The Sponsors agree to use their reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2017, with not less than \$15,000,000 being invested in the Project within the Investment Period. Anything contained in this Agreement to the contrary notwithstanding, the Sponsors shall not be obligated to complete the acquisition of the

Project in the event that they pay all amounts due under the terms of this Amended Fee Agreement; and provided that the Company and the Sponsors may lose the benefit of this Amended Fee Agreement if they do not complete the Project.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Sponsors are required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Sponsors anticipate the Project will involve an investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A) (1) of the Act, and to meet the investment representation of Section 2.2(f), hereof, the County and the Sponsors have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsors shall make payments in lieu of ad valorem taxes on all real and personal property which comprises the Project and is placed in service, as follows: the Sponsors shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2013, or through December 31, 2017, if the Sponsors invest not less than not less than \$15,000,000 in nonexempt (subject to the fee) investment in the Project. Said payments are to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 19 years

using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arm's length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue and Taxation will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company and Sponsors for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Amended Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase is or becomes subject to the Amended Fee Agreement.

Step 2: Apply an assessment ratio of six percent (6.0%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the nineteen years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.

Step 3: Multiply the taxable values, from Step 2, by the millage rate in effect at the Project site, for all taxing entities, on June 30, 2009, which the parties hereto believe to be 216.7 mils, (which millage rate shall remain fixed for the term of this Amended Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum

permitted level so determined, but never lower than the level described in this Agreement without the express, written consent of the County.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsors with the benefits to be derived herefrom, it being the intention of the County to offer the Sponsors a strong inducement to locate the Project in the County. If due to such invalidity or unenforceability the Project is deemed to be subject to ad valorem taxation for any reason other than as provided in Section 4.2 hereof, the payment in lieu of ad valorem taxes to be paid to the County by the Sponsors shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Sponsors if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsors, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Sponsors to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Sponsors with respect to the Project pursuant to the terms hereof.

Section 4.2 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60

of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Sponsors with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to twenty (20) (or, if greater, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are available to the Sponsors for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and
- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be

made by the Sponsors with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.3 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project subject to the provisions of the Act, shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; provided, always, however, and notwithstanding any other provision of this Agreement, that if at any time subsequent to December 31, 2013, the total value of the Project based on the original income tax basis of the Equipment, Real Property and Improvements contained therein, without deduction for depreciation, is less than \$10,000,000, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall make payments for the Project equal to the payments which would be due if the Project property were not Economic Development Property.

Section 4.4 Place and Allocation of Payments in Lieu of Taxes. The Sponsors shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time, place, method of payment, and penalties and enforcement of collection.

Section 4.5 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Amended Fee Agreement, and subject, always, to Section 4.3, hereof, the Sponsors shall be entitled upon written notice to the County to remove the following types of components or Phases of the Project from the Project with the result that said

components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Amended Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which each of the Sponsors, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which each of the Sponsors, in their sole discretion, elects to remove pursuant to Section 4.6(c) or Section 4.7(b)(iii) hereof.

Section 4.6 Damage or Destruction of Project.

(a) **Election to Terminate.** In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsors shall be entitled to terminate this Agreement.

(b) **Election to Rebuild.** In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsors do not elect to terminate this Agreement, the Sponsors may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsors, subject, always, to Section 4.3, hereof. Subject to the provisions of the Act, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Sponsors to the County under Section 4.1 hereof.

(c) **Election to Remove.** In the event the Sponsors elect not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.7 Condemnation.

(a) **Complete Taking.** If at any time during the Amended Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Sponsors, the Sponsors shall have the option to terminate this Amended Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) **Partial Taking.** In the event of a partial taking of the Project or a transfer in lieu thereof, the Sponsors, subject, always, to Section 4.3, hereof, may elect: (i) to terminate this Amended Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsors; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.8 Maintenance of Existence. Each of the Sponsors agree (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that they will maintain their respective companies' existence and their good standing under all applicable provisions of State law. Provided, however, the Company or any of the Sponsors may merge with or be acquired by another company so long as the surviving company has a net asset value equal to or greater than that of the company that is a Sponsor herein.

Section 4.9 Indemnification Covenants. (a) The Sponsors agree jointly and severally to indemnify and save the County, its employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement, except such claims as may arise from the failure of the representations made by the County pursuant to Sections 2.1(a) and 2.1(c). The Sponsors shall jointly and severally indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County; the Sponsors shall jointly and severally defend them in any such action, prosecution or proceeding, with counsel reasonably acceptable to the County. (b) The Sponsors further agree, jointly and severally, to pay all reasonable and necessary expenses incurred by the county with respect to the preparation and delivery, and administration of this Agreement, including but not limited to attorneys' fees and expenses.

Section 4.10 Confidentiality/Limitation on Access to Project; Records and Reports. The County acknowledges and understands that the Sponsors utilize confidential and proprietary "state of the art" manufacturing equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsors' operations could result in substantial harm to the Sponsors and could thereby have a significant detrimental impact on the Sponsors' employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information;

(ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Sponsors, if the Sponsors do provide such information to the County, the Sponsors will clearly and conspicuously mark such information as "Confidential" or "Proprietary", or both, then, in that event, prior to disclosing any such properly marked and identified confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Sponsors may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.11 Assignment and Subletting. Subject to the prior written consent of the County (unless such consent is expressly not required under Section 12-44-120 of the Act or any amendment thereof) this Amended Fee Agreement may be assigned in whole or in part and the Project may be leased or subleased as a whole or in part by the Sponsors.

Section 4.12 Events of Default. In addition, to the specific events of default noted elsewhere herein, as to investment requirements, the following shall be "Events of Default" under

this Amended Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Amended Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsors to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Sponsors shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Sponsors to pay any other amounts to the County due hereunder or to perform any of the material terms, conditions, obligations or covenants of the Sponsors hereunder, other than those already noted in this Section 4.12 and which failure shall continue for a period of ninety (90) days after written notice from the County to the Sponsors specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.13 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(a) Terminate the Amended Fee Agreement; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Sponsors under this Amended Fee Agreement.

In addition to all other remedies herein provided, the nonpayment of payments in lieu of taxes herein shall constitute a lien for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the South

Carolina Code) relating to the enforced collection of ad valorem taxes to collect any payments in lieu of taxes due hereunder

Section 4.14 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Amended Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.15 Reimbursement of Legal Fees and Expenses. The Sponsors agree 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. Further if the Sponsors shall default under any of the provisions of this Amended Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Sponsors contained herein, the Sponsors will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.16 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial

exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Amended Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Oconee County, South Carolina
415 South Pine Street
Walhalla, South Carolina 29601
Attention: Chairman of County Council

AS TO THE COMPANY: Greenfield Industries, Inc.
2501 Davis Creek Road
Seneca, South Carolina 29678
Attention: Controller

AS TO THE SPONSORS: Greenfield Industries, Inc.
2501 Davis Creek Road
Seneca, South Carolina 29678
Attention: Controller

WITH A COPY TO: J. Wesley Crum, III P.A.
233 North Main St., Suite 200F
Greenville, SC 29601
Attention: J. Wesley Crum III, Esquire

Section 5.2 Binding Effect. This Amended Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Amended Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 Counterparts. This Amended Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 Governing Law. This Amended Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and sections of this Amended Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Amended Fee Agreement.

Section 5.6 Amendments. The provisions of this Amended Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. From time to time, and at the sole expense of the Sponsors, the County agrees to execute and deliver to the Sponsors such additional instruments as the Sponsors may reasonably request to effectuate the purposes of this Amended Fee Agreement.

Section 5.8 Severability. If any provision of this Amended Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsors with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsors a strong inducement to locate the Project in the County.

Section 5.9 Limited Obligations. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS AMENDED FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS AMENDED FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10 Force Majeure. To the extent recognized by the Act, the Sponsors shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Sponsors' reasonable control.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Amended Fee Agreement to be executed in its name and behalf by the Chairman of the County and to be attested by the Clerk to County Council; and the Company has caused this Amended Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

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

WITNESSES:

GREENFIELD INDUSTRIES, INC.

By: _____

**EXHIBIT A
LAND DESCRIPTION**

All that piece, parcel or tract of land situate, lying and being in the County of Oconee, State of South Carolina, located on the Southern side of U.S. Highway 76 and 123 and being more particularly shown and designated as a tract of land containing 78.20 acres, more or less, on a plat entitled "Plat of a Tract of Land Surveyed at the Request of The First National Bank of Boston" by Farmer & Simpson Engineers, dated June 3, 1986 and recorded in the office of the Clerk of Court of Oconee County, South Carolina in Plat Book P-51 at page 132, and being more particularly described, according to said plat as follows:

Beginning at an iron pin (P.O.B.) located on the southwest edge of the right of way for U.S. Highway 76 and 123 and at the northwestern most corner of said tract of land (said corner being a common corner with the northeastern most corner of lands now or formerly of Delta Corporation) and running thence along the southwestern edge of the right of way for U.S. Highway 76 and 123 S 63 degrees – 19' E 1,890.8 feet to an iron pin corner; thence S 22 degrees – 57' W 456.9 feet to an iron pin corner; thence S 02 degrees -07' E 261.1 feet to a nail and bottle top; thence S 38 degrees -42' W 243.9 feet to a nail and bottle top located within the right of way for Highway S-439; thence S 32 degrees - 40' W 248.5 feet to a nail and bottle top located in the center of the right of way for Highway S-439; thence S 25 degrees - 27' W 240.3 feet to an iron pin corner; thence N 86 degrees 32' W 249.9 feet to an iron pin corner; thence S 86 degrees-19' W 593.3 feet to an iron pin corner; thence S 09 degrees - 16' W 241.6 feet to an iron pin corner; thence N 78 degrees - 56' W 673.4 feet to an iron pin corner; thence N 05 degrees - 25' W 398.7 feet to an iron pin corner; thence N 09 degrees - 32' E 798.4 feet to an iron pin corner; thence N 23 degrees – 02' W 365.0 feet to an iron pin corner; thence N 75 degrees – 09' E 132.3 feet to an iron pin corner; thence N 24 degrees – 28' E 796.4 feet to the POINT OF BEGINNING. Said tract of land is bounded on the North by the right of way for U.S. Highway 76 and 123, on the East by lands of various owners, on the South by lands now or formerly of Clemson University and U.S. Government Hartwell Reservoir and on the West by lands now or formerly of U.S. Government Hartwell Reservoir and Delta Corporation.

LESS AND EXCEPT all that certain piece, parcel or tract of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by deed dated December 22, 2003, and recorded on December 31, 2003, in the Office of the Register of Deeds of Oconee County, South Carolina in Book 1302, page 345.

LESS AND EXCEPT all that certain piece, parcel or tract of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by deed dated March 4, 1996 and recorded on April 10, 1996 in the Office of the Register of Deeds of Oconee County, South Carolina in Book 857, page 305.

BEING commonly referred to as 2501 Davis Creek Road, Seneca, and Oconee County, South Carolina and as Tax Map/Parcel Numbers 226-00-04-006 and 226-00-04-020.

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: September 17, 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

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 17th day of September, 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: September 17, 2013
Date of Third Reading: September 17, 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

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2013-20

AN ORDINANCE TO AMEND OCONEE COUNTY ORDINANCE 2013-01 “AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE GENERAL CAPITAL PROJECT FUND, AND FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2013 AND ENDING JUNE 30, 2014” IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through its duly elected County Council (the “County Council”), has heretofore adopted and enacted Oconee County Ordinance 2013-01, “An Ordinance to establish the budget for Oconee County and to provide for the levy of taxes for ordinary county purposes, for the Tri-County Technical College Special Revenue Fund, for the Emergency Services Protection Special Revenue Fund, for the Road Maintenance Special Revenue Fund, for the Victim Services Special Revenue Fund, for the Bridge and Culvert Capital Project Fund, for the General Capital Project Fund and for the Economic Development Capital Project Fund, all in Oconee County for the Fiscal Year beginning July 1, 2013 and ending June 30, 2014” (the “Budget Ordinance”); and

WHEREAS, Attachment B to the Budget Ordinance is the County Council – approved county fee schedule for the Fiscal Year beginning July 1, 2013 and ending June 30, 2014; and

WHEREAS, the County needs to amend Attachment B to the Budget Ordinance, in order to reflect certain revised Oconee County Department of Parks, Recreation, and Tourism (“PRT”) fees, as reflected in Attachment 1 to this Ordinance; and

WHEREAS, Oconee County, acting by and through the Oconee County Council, therefore desires to amend Attachment B to the Budget Ordinance to include the revised PRT fees reflected on Attachment 1 to this Ordinance:

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

1. Attachment B to the Budget Ordinance is hereby amended by adding the contents of **Attachment 1** of this Ordinance, a revised fee schedule for PRT, thereto.

2. All other parts, terms, and provisions of the Budget Ordinance, including all attachments thereto, not otherwise specifically amended, directly or by implication, by this Ordinance, remain in full force and effect.

3. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect.

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

6. 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 1st day of October, 2013.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: August 20, 2013
Second Reading: September 17, 2013
Third Reading: October 1, 2013
Public Hearing: September 17, 2013

2013-20 - Attachment 1

**Oconee County, South Carolina
Fees Schedule: **Amended**
2013-2014 Budget**

FEES APPLICABLE JULY 1, 2013 THROUGH DECEMBER 31, 2013

Description	Rate	FY 2013 Fees	FY 2014 Fees
Departmental Fees			
Parks, Recreation and Tourism			
Camping (All Parks)			
Oconee County Resident	Per Night	\$15.00	\$15.00
Non-Resident	Per Night	\$20.00	\$20.00
Waterfront Site - Oconee County Resident	Per Night	\$20.00	\$20.00
Waterfront Site - Non-Resident	Per Night	\$25.00	\$25.00
Winter Camping Rate (November 1 - February 28)	Per Night	\$12.00	\$15.00
<i>All campers must have current license plates.</i>			
<i>No site may be occupied for more than thirty (30) days.</i>			

FEES APPLICABLE JANUARY 1, 2014 THROUGH JUNE 30, 2014

Description	Rate	FY 2013 Fees	FY 2014 Fees
Departmental Fees			
Parks, Recreation and Tourism			
Camping (All Parks)			
Oconee County Resident	Per Night	\$15.00	\$20.00
Non-Resident	Per Night	\$20.00	\$25.00
Waterfront Site - Oconee County Resident	Per Night	\$20.00	\$25.00
Waterfront Site - Non-Resident	Per Night	\$25.00	\$30.00
Winter Camping Rate (November 1 - February 28)	Per Night	\$12.00	\$15.00
<i>All campers must have current license plates.</i>			
<i>No site may be occupied for more than thirty (30) days.</i>			

STATE OF SOUTH CAROLINA
OCONEE COUNTY
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

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 (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 a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Project Gamma, a corporation duly incorporated under the laws of the State of Connecticut (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee 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, apparatus, and equipment, for the purpose of the development of a facility which manufactures metal products in which the minimum level of taxable investment is not less than Five Million Dollars (\$5,000,000) in qualifying fee in lieu of tax investment by the end of the fifth (5th) year following the year of execution of the Fee Agreement, all as more fully set forth in the Fee Agreement attached hereto; 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 previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and a Fee Agreement and to that end has, by its Resolution adopted on September 3, 2013, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; 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 with a contiguous county.

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 expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a facility which manufactures metal products, the execution and delivery of a Fee 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 payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement 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 Project and the Fee Agreement give rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) 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;

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

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

Section 3. The form, terms and provisions of the Fee 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 Fee 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 Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The 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, 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 Fee Agreement now before this meeting.

Section 4. 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 Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement and this Ordinance.

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.

Section 7. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County.

Passed and approved this ____ day of October 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: September 3, 2013
Second Reading: September 17, 2013
Public Hearing: October 1, 2013
Third Reading: October 1, 2013

STATE OF SOUTH CAROLINA
OCONEE COUNTY
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

counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended ("Section 4-1-170"), satisfies the conditions imposed by Article VIII, Section 13(d), of the Constitution and provides the statutory vehicle whereby a joint county industrial park may be created.

3. **Ninth Amendment to the Agreement.** As of the date of this Ninth Amendment to the Agreement, the Eighth Amendment to the Agreement, the Seventh Amendment to the Agreement, the Sixth Amendment of the Agreement, the Fifth Amendment to the Agreement, the Fourth Amendment to the Agreement, the Third Amendment to the Agreement, the Second Amendment to the Agreement, the First Amendment to the Agreement and the Agreement as previously amended are further amended, in accordance with Section 3(B) of the Agreement, so as to expand the Park premises in Oconee County by the addition of one (1) tract of land, to be shown as "Tract 9" on the revised Exhibit A, attached hereto, which shall amend, replace, and supersede the previously amended Exhibit A to the Agreement which was in effect prior to execution of this Ninth Amendment to Agreement.

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

5. **Termination.** All other terms and conditions of the Agreement as amended by this Ninth Amendment to the Agreement, and as previously amended, shall remain in full force and effect

6. **Counterparts.** This Ninth Amendment to Agreement may be executed in multiple counterparts, all of which shall constitute but one and the same document.

WITNESS our hands and seals of this ___ day of _____, 2013

OCONEE COUNTY, SOUTH CAROLINA

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

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

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

PICKENS COUNTY, SOUTH CAROLINA

By: _____
G. Neil Smith, Chairman of County Council
Pickens County, South Carolina

ATTEST:

By: _____
Donna Owens, Clerk, County Council
Pickens County, South Carolina

**EXHIBIT A
LAND DESCRIPTION
OCONEE COUNTY**

TRACT 1

Timken US Corporation
430 Torrington Road
Walhalla, South Carolina 29691

All that certain piece, parcel or tract of land situate, lying and being in West Union School District, Oconee County, South Carolina, containing 103.45 acres, more or less, as will appear by plat thereof prepared by Schumacher Engineering Services, Dated September 23, 1966, revised November 9, 1966 and February 20, 1967, recorded in Plat Book P-29, page 132 in the office of the Clerk of Court for Oconee County, South Carolina. BEGINNING at a point in the center of Road S 37-324, thence S 75-13 E 34.7 feet to an iron pin corner, old; thence S 75-13 E 1464.6 feet to an iron pin corner; old; thence S 18-16 W 1418.89 feet to an iron pin corner, new; thence N 73-32 W 811.15 feet to an iron pin corner, old; thence S 05-28 W 481 feet to an iron pin corner, old; thence N 74-34 W 1248.93 feet to an iron pin corner, new; thence N 15-32 E 445.85 feet to I.P.O.; thence N 70-08 W 124.93 feet to I.P.O.; thence N 15-20 E 1604.90 feet to I.P.O.; thence N 74-38 W 1050.31 to a stone corner, old; thence N09-41 W 237.32 feet to I.P.O.; thence N 76-47 E 1351.79 feet to a nail in the center of bituminous road, designated Point "B"; thence S 26-42 E 474.8 feet along center of road to a nail; thence S 23-51 E 276.8 feet along center of road to a nail; thence S 16-07 E 264.8 feet along center of road to a nail; thence S 09-20 E 222.8 feet along center of road to point designated Point "A"; same being the point of beginning. Said tract being the major portion of a tract of land conveyed to the Torrington Company (Maine) by Piedmont-Oconee Corp. by deed dated June 17, 1960, recorded in Deed Book 8-F, page 8, and the property conveyed by deed of Leroy C. Martin and Raleigh L. Martin to the Torrington Company (Maine) dated January 25, 1967, recorded in Deed Book 10-B at page 35, which said conveyance was made to make the center line of road the property line and by deed of James Robert LeCroy to the Torrington Company (Maine) dated February 14, 1967, recorded in Deed Book 10-B, page 34 which deed was made to make the center line of road the line; less a strip of land conveyed by The Torrington Company (Maine) to James Robert LeCroy by deed dated July 25, 1967, recorded in Deed Book 10-E, page 87, which deed was made for the purpose of making the center line of the road the property line.

(Tract 2 added in by the First Amended Park Agreement dated November 3, 2008)

TRACT 2

BorgWarner Torqtransfer Systems Inc.

All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Oconee, Township of Seneca, containing 78.176 acres, more or less and shown and more fully described by metes and bounds on plat of survey thereof made by R. Jay Cooper, P.E. & L.S. dated April 6, 1990, which plat is recorded in the Office of the Clerk of Court for Oconee County in Plat Book A-54, pages 9 and 10 and which is incorporated herein by reference.

The within described property was conveyed to Borg-Warner Powertrain Systems Corporation by deed of Emhart Industries, Inc. dated September 26, 1995 and recorded in the Office of the Clerk of Court for Oconee County in Deed Book 834 at page 313 on November 5, 1995.

(Tract 3 added in by the Second Amended Park Agreement dated May 4, 2010)

TRACT 3

Greenfield Industries, Inc.

All that piece, parcel or tract of land situate, lying and being in the County of Oconee, State of South Carolina, located on the Southern side of U.S. Highway 76 and 123 and being more particularly shown and designated as a tract of land containing 78.20 acres, more or less, on a plat entitled "Plat of a Tract of Land Surveyed at the Request of The First National Bank of Boston" by Farmer & Simpson Engineers, dated June 3, 1986 and recorded in the office of the Clerk of Court of Oconee County, South Carolina in Plat Book P-51 at page 132, and being more particularly described, according to said plat as follows:

Beginning at an iron pin (P.O.B.) located on the southwester edge of the right of way for U.S. Highway 76 and 123 and at the northwestern most corner of said tract of land (said corner being a common corner with the northeastern most corner of lands now or formerly of Delta Corporation) and running thence along the southwestern edge of the right of way for U.S. Highway 76 and 123 S 63 degrees – 19' E 1,890.8 feet to an iron pin corner; thence S 22 degrees – 57' W 456.9 feet to an iron pin corner; thence S 02 degrees -07' E 261.1 feet to a nail and bottle top; thence S 38 degrees -42' W 243.9 feet to a nail and bottle top located within the right of way for Highway S-439; thence S 32 degrees - 40' W 248.5 feet to a nail and bottle top located in the center of the right of way for Highway S-439; thence S 25 degrees - 27' W 240.3 feet to an iron pin corner; thence N 86 degrees 32' W 249.9 feet to an iron pin corner; thence S 86 degrees-19' W 593.3

feet to an iron pin corner; thence S 09 degrees - 16' W 241.6 feet to an iron pin corner; thence N 78 degrees - 56' W 673.4 feet to an iron pin corner; thence N 05 degrees - 25' W 398.7 feet to an iron pin corner; thence N 09 degrees - 32' E 798.4 feet to an iron pin corner; thence N 23 degrees - 02' W 365.0 feet to an iron pin corner; thence N 75 degrees - 09' E 132.3 feet to an iron pin corner; thence N 24 degrees - 28' E 796.4 feet to the POINT OF BEGINNING. Said tract of land is bounded on the North by the right of way for U.S. Highway 76 and 123, on the East by lands of various owners, on the South by lands now or formerly of Clemson University and U.S. Government Hartwell Reservoir and on the West by lands now or formerly of U.S. Government Hartwell Reservoir and Delta Corporation.

LESS AND EXCEPT all that certain piece, parcel or tract of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by deed dated December 22, 2003, and recorded on December 31, 2003, in the Office of the Register of Deeds of Oconee County, South Carolina in Book 1302, page 345.

LESS AND EXCEPT all that certain piece, parcel or tract of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by deed dated March 4, 1996 and recorded on April 10, 1996 in the Office of the Register of Deeds of Oconee County, South Carolina in Book 857, page 305.

BEING commonly referred to as 2501 Davis Creek Road, Seneca, Oconee County, South Carolina and as Tax Map/Parcel Numbers 226-00-04-006 and 226-00-04-020.

(Tract 4 added in by the Third Amended Park Agreement dated August 16, 2010)

TRACT 4

U.S. Engine Valve Corporation

All that certain piece, parcel or tract of land situate, lying and being in Richland School District, Seneca, Oconee County, South Carolina. Containing One Hundred Twenty-Eight and 96/100 (128.96) acres, more or less, and being more fully described by plat prepared by Wayne R. Garland, RLS, dated December 3, 1987, recorded in Plat Book A16, page 1, records of the Clerk of Court for Oconee County, South Carolina. For a more complete description, please see recorded Plat.

(Tract 5 added in by the Fourth Amended Park Agreement executed by Oconee County on December 7, 2010 and Pickens County on January 18, 2011)

TRACT 5

Schneider Electric USA, Inc.
1990 Sandifer Boulevard
Seneca, South Carolina 29678

PARCEL #1

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee, on the north side of U.S. Highway 123, containing Fifty Four and Eighty Two One-Hundredths (54.82) acres, more or less, as shown and more fully described on a plat thereof entitled "Boundary Survey for Pattillo Construction Company" by Chester M. Smith, Jr., Surveyor, of Metro Engineering and Surveying Company, recorded in Plat Book P-45 at page 115, records of the Clerk of Court of Oconee County, South Carolina.

PARCEL #2

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee, on the north side of U.S. Highway 123, containing One and Four Hundred Ninety Nine One-Thousandths (1.499) acres, more or less, as shown and more fully described on a plat thereof entitled "Boundary Survey for Pattillo Construction Company" by Chester M. Smith, Jr., Surveyor, of Metro Engineering and Surveying Company recorded in Plat Book P-45 at page 115, records of the Clerk of Court of Oconee County, South Carolina.

PARCEL #3

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee, on the north side of U.S. Highway 123, containing Ten and Fifty One One-Hundredths (10.51) acres, more or less, as shown and more fully described on a plat thereof entitled "Boundary Survey for Pattillo Construction Company" by Chester M. Smith, Jr., Surveyor, of Metro Engineering and Surveying Company, recorded in Plat Book P-45 at page 115, records of the clerk of Court of Oconee County, South Carolina.

PARCEL #4

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee on the north side of U.S. Highway 123, containing Eleven and Five Hundred Sixty Five One-Hundredths (11.565) acres, more or less, as shown and more fully described on a plat thereof entitled "Boundary Survey for Pattillo

Construction Company” by Chester M. Smith, Jr., Surveyor, of Metro Engineering and Surveying Company, recorded in Plat Book P-45 at page 115, records of the Clerk of Court of Oconee County, South Carolina.

The above-referenced parcels is the identical property conveyed to Square D Company, a successor company to Schneider Electric USA Inc., by deed of Pattlillo Construction Company, Inc. recorded on October 24, 1985 in Deed Book 433 at page 228, records of Clerk of Court in and for Oconee County, South Carolina.

(Tract 6 added in by the Fifth Amendment to Park Agreement executed by Oconee County on April 5, 2011 and Pickens County on June 6, 2011)

TRACT 6

Altera Polymers LLC
320 Shiloh Road
Seneca, SC 29678

Town of Seneca, Oconee County South Carolina

All that certain tract or parcel of land lying and being near the Eastern Corporate Limits of the Town of Seneca, South Carolina and being more particularly described as follows:

Beginning at a point in the centerline of a railroad spur of Blue Ridge Railroad said point being located North 86 degrees 24 minutes 56 seconds East 1927.07 feet to a found nail in the centerline intersection of Shiloh Road and Goodard Avenue and runs thence from the point of beginning with the centerline of said railroad spur the following 7 courses and distances South 17 degrees 44 minutes 06 seconds West 64.97 feet to a point; thence South 07 degrees 28 minutes 04 seconds West 34.61 feet to a set mag nail; thence South 05 degrees 28 minutes 14 seconds West 66.40 feet to a set mag nail; thence South 10 degrees 06 minutes 58 seconds West 97.82 feet to a point; thence South 24 degrees 19 minutes 31 seconds West 100.54 feet to a point; thence South 38 degrees 29 minutes 30 seconds West 100.46 feet to a point; thence South 46 degrees 10 minutes 41 seconds West 46.48 feet to a set mag nail; thence South 34 degrees 24 minutes 02 seconds East 768.38 feet to a set iron rod; thence South 55 degrees 36 minutes 33 seconds West 866.57 feet to a set iron rod; thence North 34 degrees 23 minutes 27 seconds West 91.00 feet to a found concrete monument; thence North 36 degrees 39 minutes 54 seconds West 541.31 feet to a found iron pipe; thence North 37 degrees 17 minutes 54 seconds West 197.28 feet to a found concrete monument; thence South 63 degrees 37 minutes 55 seconds West 111.39 feet to a found iron rod; thence North 26 degrees 18 minutes 50 seconds West 330.00 feet to a found iron rod; thence South 63 degrees 41 minutes 10 seconds West 200.00 feet to a found concrete monument; thence North 26 degrees 19 minutes 52 seconds West 50.90 feet to a found iron rod; thence North 59 degrees 53 minutes 49 seconds East 228.69 feet to a found concrete monument; thence North 39 degrees 02

minutes 25 seconds West 509.89 feet to a found iron rod; thence North 39 degrees 34 minutes 28 seconds 90.92 to a found mag nail; thence South 77 degrees 58 minutes 25 seconds West 301.80 feet to a found nail; thence North 26 degrees 42 minutes West 85.70 feet to a found nail in the centerline intersection of Shiloh Road and Goodard Avenue; thence with the center of Shiloh Road North 68 degrees 34 minutes 53 seconds East 287.91 feet to a found nail; thence North 68 degrees 50 minutes 53 seconds 50.17 feet to a found nail in the centerline intersection of Shiloh Road and Providence Ridge Road; thence North 68 degrees 17 minutes 49 seconds East 194.00 feet to a nail; thence North 70 degrees 00 minutes 20 seconds East 81.28 feet to a found nail; thence North 79 degrees 53 minutes 29 seconds East 315.00 feet to a found mag nail; thence North 89 degrees 22 minutes 55 seconds East 486.22 feet; thence North 87 degrees 12 minutes 07 seconds East 85.60 feet to a found mag nail; thence South 12 degrees 01 minutes 05 seconds East 61.28 feet to a found mag nail; thence South 12 degrees 01 minutes 35 seconds East 200.00 feet to a found iron pipe; thence North 77 degrees 58 minutes 25 seconds East 424.94 feet to the point of the beginning, containing 41.97 acres more or less.

Bearings based on Plat recorded in office of the Clerk of Court, Oconee County, SC in Plat Book P-29, page 75.

(Tract 7 added in by the Seventh Amendment to Park Agreement executed by Oconee County on February 7, 2012 and Pickens County on February 6, 2012)

**TRACT 7
BASF Corporation
554 Engelhard Drive
Seneca, South Carolina**

This being the same property acquired by Engelhard Corporation (now known as BASF Corporation) by deed recorded in Deed Book 422 at page 217 and shown on the sketch attached hereto.

All that certain piece, parcel or tract of land situate, lying and being in Reedy Fork School District, Oconee County, South Carolina containing 93.00 acres as shown on plat of Michael L. Henderson, RLS dated May 27, 1985, and recorded in Plat Book P-51 at page 80.

**(Tract 8 added in by the Eighth Amendment to Park Agreement executed by
Oconee County on May 7, 2013 and Pickens County on June 10, 2013**

**TRACT 8
AID Company, LLC
(see plat attached)**

**(Tract 9 added in by the Ninth Amendment to Park Agreement executed by Oconee
County on October 1, 2013 and Pickens County on November 4, 2013**

TRACT 9

Project Gamma

**EXHIBIT B
LAND DESCRIPTION
PICKENS COUNTY**

(Tract 1 and Tract 2 added in by the Sixth Amendment to Park Agreement executed by Oconee County on November 1, 2011 and Pickens County on November 7, 2011)

**Tract 1
VCI-SC, Inc.
2932 Farris Bridge Road
Easley, South Carolina 29640**

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Pickens being shown as 22.91 Acres, Tracts 8, 10 & 11, according to plat prepared by Freeland & Associates Surveyor, recorded November 7, 1985 in Plat Book 27, at page 950 in the RMC Office for Pickens County, South Carolina, references to said plat being hereby made for a more complete metes and bounds description thereof.

LESS AND EXCEPT: All that certain piece, parcel or lot of land in the State of South Carolina, County of Pickens, located 7 miles East of Pickens, containing 4.80 acres, more or less, as shown on survey of Van T. Cribb, dated July 1, 1991, reference to which is hereby made for a more complete and accurate description and being thereon more fully described as follows:

Beginning at a point on edge of 50' right of way for county road at the northern corner of the herein described property; thence along right of way S11-18-28E 33.79 feet; thence S16-55-30E 55.58 feet; S30-56-31E 167.22 feet; S45-50-16E 65.64 feet; thence leaving right of way S45-35-05E 56.39 feet to line of land n/f of John C. and J.P. Carey; thence along said property line S59-24-26W 630 feet to an iron pin; thence along line of land n/f of Oakknoll Properties N 22-25-34W 285.67 feet; thence N 19-54-33 W 75.47 feet; thence along line of land n/f of Sitton N 57-34-27 E 555.30 feet to the point of Beginning.

AND ALSO, LESS AND EXCEPT, a right of way for ingress, egress and roadway purposes over the existing fifty foot (50') strip leading from S.C. Highway 183 in a southeasterly direction as shown on the survey of Van T. Cribb dated July 1, 1991 and the terms and conditions of said right of way as set forth in deed recorded in Deed Book 149 at Page 204.

This being a portion of the property conveyed to Ronald J. McCracken by deed from Ervin Hendricks, dated 07-8-88 and recorded in Deed Book 40 at page 217, in the Register of Deeds Office for Pickens County, South Carolina.

Tract 2
KP Components Inc.
117 Sheriff Mill Road
Easley, South Carolina 29642

Parcel 1

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Pickens, located on the northwestern side of Sheriff Mill Road, shown to contain 3.631 acres according to plat of boundary survey prepared for "Wachovia Bank, N.A., Trustee", by Landrith Surveying, Inc., dated 1-11-01 and according to said plat, being more particularly described as having the following measurements and boundaries, to-wit:

Beginning at the southernmost point of the herein described tract, on the northwestern side of Sheriff Mill Road, common corner of the herein described tract and other property of the Grantor; thence running along the common line of the herein described tract and other property of the Grantor herein N30-55-00W 984.91 feet to a point; thence continue N76-44-08W 565.67 feet to a point; thence running N25-31-27E 102.33 feet to a point; thence running N89-57-00E 84.45 feet to a point; continuing S73-23-00E 105.00 feet to a point; thence continuing S61-03-00E 119.88 feet to a point; thence continuing S82-18-00E 199.81 feet to a point; thence continuing S76-33-00E 84.91 feet to a point; thence running along the common line of the herein described tract and property now or formerly Gladys L. Addington S30-55-00E 1019.88 feet to a point on the northwestern side of Sheriff Mill Road; thence running along the northwestern side of Sheriff Mill Road S 54-55-00W 100.27 feet to the point of Beginning.

Parcel 2

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Pickens, located on the northeast side of S.C. Highway #8 (Pelzer Highway) shown to contain 5.818 acres (including any and all rights of ways), as shown on a plat of boundary survey for "Wachovia Bank, N.A., Trustee" prepared by Landrith Surveying, Inc. dated 1-11-01, and according to said plat, being more particularly described as having the following measurements and boundaries, to-wit:

Beginning at the southernmost point of the herein described tract, which point is in the approximate center line of S.C. Highway #8 (Pelzer Highway), common corner of the herein described tract and other property of the Grantee herein; thence running along the approximate center line of S.C. Highway #8 (Pelzer Highway) N37-52-05W 516.64 feet to a point; thence leaving said Highway and running along the common line of the herein described property and other property of the Grantor herein N53-23-13E 888.10 feet to a point; thence running S76-44-08E 47.96 feet to a point; thence running along the common line of the herein described tract and other property of the Grantee herein S25-31-27W 1026.72 feet to the point of Beginning.

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: September 17, 2013
Public Hearing:
Third Reading:

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 _____, 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:
Public Hearing:

STATE OF SOUTH CAROLINA)	
)	AGREEMENT FOR DEVELOPMENT
COUNTY OF OCONEE)	OF JOINT COUNTY INDUSTRIAL AND
)	BUSINESS PARK WITHIN OCONEE
COUNTY OF PICKENS)	COUNTY, SOUTH CAROLINA
)	

THIS AGREEMENT for the development of a joint county industrial and business park to be located in Oconee County, dated as of November __ 2013, is made and entered into by and between the County of Oconee and the County of Pickens, both political subdivisions of the State of South Carolina.

RECITALS

WHEREAS, Oconee County, South Carolina ("Oconee County"), and Pickens County, South Carolina ("Pickens County") (collectively the "Counties"), have determined that, in order to promote economic development and thus provide additional employment opportunities within both of said counties, and to promote economic development in, and increase the tax base of Oconee County, there should be established in Oconee County and in the City of Seneca (the "City") a Joint County Industrial and Business Park (the "Park") , which Park shall be in addition to all previous Joint County Industrial and Business Parks previously established between the Counties; and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from ad valorem taxation, during the term of this Agreement, but the owners or lessees of such property shall pay annual fees during that term in an amount equal to that amount of ad valorem taxes for which such owner or lessee would be liable except for such exemption; and

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on the Counties, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(d), of the Constitution of South Carolina provides that counties may jointly develop an industrial and business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended ("Section 4-1-170"), satisfies the conditions imposed by Article VIII, Section 13(d), of the Constitution and provides the statutory vehicle whereby a joint county industrial and business park may be created.

3. **Location of the Park.**

(A) The Park consists of property located in Oconee County and in the City, as is hereinafter more specifically described in Exhibit "A". It is specifically recognized that the Park may from time to time consist of non-contiguous properties. The boundaries of the Park may be enlarged from time to time to include additional parcels, and the boundaries of the Park may be diminished from time to time, all as authorized by ordinances of both of the Counties.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit "A" which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Oconee County Council and Pickens County Council pursuant to which such enlargement or diminution was authorized.

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

(D) Notwithstanding the foregoing, for a period of twenty (20) years commencing with the later of the effective date of this Agreement or the effective date of the expansion of the boundaries of the Park to include such parcel, the boundaries of the Park shall not be diminished so as to exclude therefrom any parcel of real estate without the consent of the owner and the Counties and, if applicable, lessee of such parcel, and the City of Seneca; and this sentence of this Agreement may not be modified or deleted herefrom for a period of twenty (20) years commencing with the effective date hereof, except as provided in Section 12 below.

4. **Fee in Lieu of Taxes.** Property located in the Park shall be exempt from ad valorem taxation, only during the term of this Agreement. The owners or lessees of any property situated in the Park which is not otherwise exempt from the payment of taxes in accordance with South Carolina law, shall pay in accordance with and during the term of this Agreement an amount equivalent to the ad valorem property taxes or other in-lieu-of-payments that would have been due and payable but for the location of such property within the Park. Where, in this Agreement, reference is made to payment of *ad valorem* property taxes or other in-lieu-of-payments, such reference shall be construed, in accordance with this Paragraph 5, to mean the *ad valorem* property taxes or other in-lieu-of-payments that would otherwise have been due to be paid to Oconee County, after deduction of all applicable allowances, credits, deductions, and exemptions authorized or required by state law.

5. **Allocation of Park Expenses.** The Counties shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park in the following proportions:

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

Provided, however, in no event shall Pickens County be responsible for sharing (i) any portion of the costs incurred by Oconee County and City of Seneca or the development expenses committed to by Oconee County either on behalf of any tenant of the Park or in conjunction with any State agency or political subdivision prior to the effective date of this Agreement, or (ii) such costs and expenses as are incurred or committed to by Oconee County after the effective date of this Agreement unless, prior to the incurrence or commitment of the costs and expenses referred to in this clause (ii), Oconee County shall have consulted with Pickens County as to the reasonableness of the same and received Pickens County's written concurrence of the reasonableness thereof.

6. **Allocation of Park Revenues.** The Counties shall receive an allocation of all revenue generated by the Park through payment of fees in lieu of ad valorem property taxes or from any other source in the following proportions:

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

Any payment by Oconee County to Pickens County of its allocable share of the fees in lieu of taxes from the Park shall be made not later than five (5) days from the end of the calendar quarter in which Oconee County receives such payment from the occupants of the Park. In the event that the payment made by any occupant of the Park is made under protest or is otherwise in dispute, Oconee County shall not be obligated to pay to Pickens County more than Oconee County's share of the undisputed portion thereof until thirty (30) days after the final resolution of such protest or dispute.

7. **Revenue Allocation Within Each County.** Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to the Counties according to the proportions established by Paragraph 6. Such revenue shall be distributed within Oconee County, including payment of one percent (1%) of the revenues actually received to Pickens County, in accordance with an ordinance to be adopted by Oconee County, and as provided in the Intergovernmental Agreement between Oconee County and the City of Seneca dated October __, 2013. Revenues received by Pickens County shall be distributed by Pickens County in accordance with an ordinance adopted by Pickens County. Zero percent (0%) of the Park revenues from payment of fees in lieu of *ad valorem* property taxes shall be paid to any other taxing entity, except as stated herein.

8. **Fees in Lieu of Taxes Pursuant to Code of Laws of South Carolina.** It is hereby agreed that the entry by Oconee County or Pickens County into any one or more negotiated fee-in-lieu-of-tax agreements pursuant to Titles 4 or 12, South Carolina Code, 1976, as amended, or any successor or comparable statutes, with respect to property

located within the Park and the terms of such agreements shall be at the sole discretion of the two counties, respectively.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the Oconee County Participating Taxing Entities and the Pickens County Participating Taxing Entities and for the purpose of computing the index of taxpaying ability of the School District of each County pursuant to Section 59-20-20(3), Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to Oconee County and Pickens County shall be identical to the percentage established for the allocation of revenue to each of the counties pursuant to Paragraphs 6 and 7 respectively.

10. **Jobs Tax Credit Valuation.** For purposes of the jobs tax credit authorized by subsections of Section 12-6-3360 of the South Carolina Code, Oconee County is the county in which the permanent business enterprise is deemed to be located. Section 12-6-3360, Code of Laws of South Carolina, 1976, has been amended so as to provide an additional annual corporate income tax credit (currently, as of the date of this Agreement, One Thousand Dollars (\$1,000.00)) beyond the current jobs tax credit amount applicable for new jobs in Oconee County for each new, qualifying full-time job created in the Park.

11. **Non-qualifying Use.** In the event that a tract or site of land located in the Park is purchased and developed by a business enterprise which does not qualify for Oconee County redevelopment incentives, or which locates employees within the Park and all of which employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in South Carolina Code of Laws, 1976, as amended, Section 12-6-3360 (the "Non-qualifying Site"), Oconee County may remove, by resolution, the Non-qualifying Site from the Park, but only if there are no infrastructure credits, bonds, or other financings or obligations which would be affected by such removal.

12. **Records.** The Counties, parties to this Agreement, covenant and agree that, upon the request of either, the other will provide to the requesting party copies of the records of the annual tax levy and copies of the actual tax bills, for parcels of property encompassed by this Agreement, and will further provide copies of the County Treasurer's collection records for the taxes so imposed, all as such records became available in the normal course of County procedures. It is further agreed that none of the parties shall request such records from any other party more frequently than once annually, absent compelling justification to the contrary.

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

14. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Oconee County and Pickens County agree that this Agreement may not be terminated by either party for a period of twenty (20) years commencing with the effective date hereof.

WITNESS our hands and seals this __ day of _October 2013

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

WITNESS our hands and seals this __ day of November, 2013.

PICKENS COUNTY, SOUTH CAROLINA

By:

G. Neil Smith, Council Chairman,
Pickens County Council
Pickens County, South Carolina

ATTEST:

By:

Donna Owen, Clerk to Council
Pickens County, South Carolina

EXHIBIT "A"

**To the Agreement for Development of
Joint County Industrial and Business Park in Oconee County, South Carolina
Oconee County and Pickens County
Dated as of November __, 2013**

Location of the Park

- A. **Serene Hospitality, LLC**
(Property description will be attached prior to third reading)

- B. **Technology Solutions of SC Inc.**
(Property description will be attached prior to third reading)

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2013-19**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT FLAT, WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT FOR A PROJECT INVOLVING NOT LESS THAN TWELVE MILLION DOLLARS (\$12,000,000) INVESTMENT AND THE COUNTY WILL PROVIDE AN INFRASTRUCTURE TAX CREDIT; 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 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 Flat, a corporation incorporated under the laws of the State of Delaware (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") with the Company pursuant to the Act for the purpose of authorizing and of acquiring by purchase, lease or construction certain land, building(s) or building improvements, machinery, apparatus, and equipment, for the purpose of certain lawful production and manufacturing (the "Project"), all as more fully set forth in the Inducement and Millage Rate Agreement (the "Inducement Agreement") attached hereto; and

WHEREAS, the Project is located in a multi-county industrial/business park with Pickens County originally dated May 4, 1998, and amended from time to time pursuant to Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Park"); and

WHEREAS, the County will amend the Park so as to extend the term of the Park to December 31, 2023; and

WHEREAS, the County is authorized by the Act and Title 4, Section 170 *et seq.*, Code of

Laws of South Carolina, 1976, as amended (the "MCIP Act") to execute such agreements, as defined in the Act and the MCIP Act, with respect to such Project and Park, respectively; and

WHEREAS, the Company has requested that, under certain conditions, the County provide an infrastructure tax credit (hereinafter referred to as the "ITC") pursuant to Section 4-1-175 of the MCIP Act and Section 12-44-70 of the Act for the purpose of enhancing the infrastructure for the Project all as more fully set forth in the Inducement Agreement attached hereto; 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 Twelve Million Dollars (\$12,000,000) in new, qualifying, taxable investment by the end of the fifth (5th) year after the year of execution of the Fee Agreement. Further, the Fee Agreement shall provide for an ITC of fifteen percent (15%) of the Company's fee in lieu of tax liability for the Project in the Park, after the payment of the multi-county park fee to Pickens County, for ten (10) consecutive years, upon the terms and upon achieving the conditions required herein and in 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 17th 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 Flat, a corporation incorporated under the laws of the State of Delaware (the "Company").

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 capabilities to be used for the purpose of manufacturing cutting tools (the "Project") in the County. The Project will involve an investment of at least Twelve Million Dollars (\$12,000,000) in new, taxable (fee in lieu of tax) investment within the meaning of Section 12-44-10 et seq. of the Act, and a fee in lieu of tax agreement by and between the Company and the County (the "Fee Agreement").

(c) The Company has requested the County to assist it through (i) the incentive of a payment in lieu of ad valorem taxes as authorized by Section 12-44-10 et seq. of the Act, (ii) retaining the site of the Project, in the existing multi-county industrial park between the County and Pickens County, South Carolina by amending the County's existing multi-county industrial park (the "Park"), originally dated as of May 4, 1998, as amended from time to time, so as to extend the term of the Park to December 31, 2023 pursuant to the provisions of Section 4-1-170, *et seq.*, of the Code of Laws of South Carolina, 1976, as amended (the "MCIP Act"), as set forth herein, all so as to keep the Project site within a multi-county park at all times during the term of the Infrastructure Tax Credit of fifteen percent (15%) of the fee in lieu of tax for the Project in the Park retained after the distribution of one percent (1%) to Pickens County, for ten (10) consecutive years, as more fully described herein.

(d) 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.

(e) In order to assist the Company in providing infrastructure (as defined in the Act) ("Infrastructure") in connection with the Project in the Park, the company has further requested the County to provide an infrastructure tax credit against payments in lieu of taxes as defined in Section 4-1-175 of the MCIP Act and Section 12-44-70 of the Act (the "ITC") in an annual amount equal to fifteen percent (15%) of the payments in lieu of taxes allocated to the County taxing entities with respect to the Project pursuant to a Park agreement between the County and Pickens County or an adjoining county (the "Park Agreement") commencing in the property tax year in which the total new, taxable investment of the Company equals or exceeds \$12,000,000 and continuing for the next nine (9) years thereafter, but not to exceed the actual cost of the Infrastructure, at any point in time.

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 new capital expenditure of not less than \$12,000,000 in taxable property. 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 (absent an extension) pursuant to the Act. Thus, the Company shall be required to invest under and pursuant to the Fee Agreement not less than Twelve Million Dollars (\$12,000,000) in new, qualifying, taxable investment by the end of the fifth (5th) year after the year of execution of the Fee Agreement and the \$12,000,000 level of that investment shall be maintained for the term of the Fee Agreement, all 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 in the Park 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 (5) 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 June 30, 2013 millage rate for all taxing entities at the Project site (which the parties believe 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 \$12,000,000 in new taxable qualifying investment in the Project by the end of the fifth (5th) year after the year of execution of the Fee Agreement and maintaining the \$12,000,000 level of that investment for the term of the Fee Agreement, without regard to depreciation, all 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 property subject to the Fee Agreement to the full extent provided by law.

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 millage rate, for all taxing entities, 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.

Section 2.6. (a) Oconee County Council does hereby agree, subject to the requirements of Section 4-1-175 of the MCIP Act and Section 12-44-70 of the Act and the Home Rule Act, to undertake the preparation and adoption of an ordinance or agreement, authorized by ordinance, authorizing the provision of the ITC, as previously stated, which shall be made available to pay or reimburse the payment of a portion of or all of the costs of the Infrastructure improvements with respect to the Project. The ITC will be payable exclusively from payments the County receives (after payment of the Park partner county fee) from the Company in lieu of taxes for the Project under the Fee Agreement and the Park Agreement. The ITC shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Provided, for so long as the Fee Agreement remains in full force and effect, the ITC shall be paid solely by setoff by the Company against fee in lieu of tax payments due under 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. This indemnity shall be superseded by a similar indemnity in the Fee Agreement;

(f) To invest not less than Twelve Million Dollars (\$12,000,000) 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, or lose the benefits of this Agreement in accordance with the provisions of the Act for failure to make the statutory minimum investment, and maintain such investment in accordance with the Act and the terms of this Agreement (maintain not less than \$12,000,000 of such new investment, without regard to depreciation, for the term of the Fee Agreement), or lose the benefits of the Fee Agreement and the ITC, prospectively, from the point at which such maintenance requirement is not met.

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 execution of 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 17, 2013

PROJECT FLAT

By: _____
Its:

Date: September 17, 2013

**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- 29 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT FLAT; THE GRANTING OF INFRASTRUCTURE TAX CREDITS; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT"

BACKGROUND DESCRIPTION:

This ordinance puts into place a fee-in-lieu-of-taxes agreement (FILOT) between Oconee County and Project Flat. The company will also be awarded an infrastructure tax credit. In return, the company will locate a not less than \$12,000,000 capital investment in Oconee as part of this incentive offered from the County.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

N/A

FINANCIAL IMPACT [Brief Statement]:

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

Approved by: _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / **Ne**

If yes, who is matching and how much:

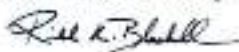
Approved by: _____ Grants

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

Approval of this Ordinance is recommended as the terms between the company and the County have been agreed to.

Submitted or Prepared By:



Department Head/Elected Official

Approved for Submittal to Council:


T. Scott Moulder, County Administrator

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

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 17, 2013

ITEM TITLE:

**Procurement #: ITB 13-04 Wastewater System Improvements to Serve the Golden Corner Commerce Park –
Ten Inch and Twelve Inch Force Main Dept: Economic Development Amount: \$7,262,647.59**

FINANCIAL IMPACT:

CONTINGENCY FUNDING: Amount/Percent: 10% or \$660,240.69
Finance Approval: Mark H. Balli 9/15/13

BACKGROUND DESCRIPTION:

This bid consists of furnishing all materials, equipment and labor necessary to construct the Wastewater System Improvements to Serve the Golden Corner Commerce Park – 10 Inch and 12 Inch Force Main, consisting of approximately 53,333 LF of 10" and 53,333 LF of 12" Force Main. The majority of this proposed route extends along SC Highway 59 from the future location of the Golden Corner Commerce Park in Fairplay, SC to the Conerross Creek Wastewater Treatment Facility in Seneca, SC.

On September 12, 2013, formal sealed bids were opened for this project. This bid was originally sent to 59 bidders and there were 24 plan holders. Seven firms submitted bids, with D S Utilities, Inc., of Little Mountain, SC, submitting the lowest bid of \$6,602,406.90.

SPECIAL CONSIDERATIONS OR CONCERNS:

ATTACHMENT(S):

1. Bid Tab
2. Recommendation letter from URS Corporation, Project Engineers

STAFF RECOMMENDATION:

It is the staff's recommendation that Council (1) approve the award of ITB 13-04 to D S Utilities, Inc., of Little Mountain, SC, for the Wastewater System Improvements to Serve the Golden Corner Commerce Park – Ten Inch and Twelve Inch Force Main, in the amount of \$6,602,406.90, and a contingency amount of 10% for any change orders that may arise, for a total award amount of \$7,262,647.59.

(2) Authorize the County Administrator to approve any change orders that are within the contingency amount.

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

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

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

I hereby certify that to the best of my knowledge the tabulation of bids

Robyn Courtney
Production Director

Bidders			Deboer Construction	DeVree Construction	D R UMMS, Inc.	J & H Construction	John D. Stephens	Dev Michael Construction	Roby-Caffery, Inc.						
Address			Canon, MD	Alpine, MI	Little Mountain, SC	Anderson, SC	Lynchwood, GA	Calton, SC	Regina, VA						
Item #	Approx Qty	Unit of Measure	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	1	LS	Mobilization (50% to exceed 2% of total project cost)	\$ 81,114.99	\$ 81,114.99	\$ 200,000.00	\$ 200,000.00	\$ 163,200.00	\$ 163,200.00	\$ 225,000.00	\$ 225,000.00	\$ 235,000.00	\$ 235,000.00	\$ 141,000.00	\$ 141,000.00
2	44,103	LF	10" DIP Force Main	44.99	1,982,604.81	45.00	1,984,500.00	42.87	1,879,306.81	61.64	2,709,908.88	48.10	2,120,702.80	41.16	1,816,038.83
3	8,000	LF	10" RJ DIP Force Main	52.80	423,024.00	51.00	408,150.00	48.79	390,168.00	36.63	293,168.00	55.20	450,560.00	53.75	430,100.00
4	257	LF	10" DIP Force Main w/10" Gaskets	68.80	17,681.60	68.80	17,681.60	36.00	9,252.00	36.00	9,252.00	68.80	17,681.60	67.00	17,219.00
5	221	LF	10" RJ DIP Force Main w/10" Gaskets	77.75	17,103.25	78.99	17,437.81	71.63	15,771.63	92.00	20,432.00	67.85	14,983.05	74.90	16,574.50
6	150	LF	10" HDPE Force Main Installed Via HDD	226.15	33,922.50	217.00	32,550.00	230.00	34,500.00	230.00	34,500.00	60.00	9,000.00	105.00	15,750.00
7	556	LF	10" RJ DIP Force Main Installed in Casing	68.75	38,205.00	48.00	26,640.00	57.00	31,632.00	85.00	47,340.00	67.75	37,582.50	59.50	33,000.00
8	52	LF	10" RJ DIP Force Main Installed in Casing with 10" Gaskets	60.25	3,133.00	50.00	2,600.00	60.00	3,120.00	85.00	4,420.00	70.10	3,645.20	71.00	3,692.00
9	44,128	LF	12" DIP Force Main	50.25	2,218,421.00	61.00	2,691,968.00	45.50	2,002,920.00	54.00	2,381,532.00	66.00	2,911,344.00	49.70	2,193,343.00
10	8,000	LF	12" RJ DIP Force Main	55.75	446,000.00	56.00	448,000.00	55.50	444,000.00	53.00	424,000.00	64.20	517,600.00	58.75	471,000.00
11	257	LF	12" DIP Force Main w/10" Gaskets	68.00	17,484.00	70.00	18,140.00	63.00	16,221.00	63.00	16,221.00	68.00	17,484.00	67.00	17,209.00
12	201	LF	12" RJ DIP Force Main w/10" Gaskets	81.00	16,381.00	81.00	16,381.00	81.00	16,381.00	108.00	21,708.00	60.00	12,060.00	69.50	14,009.50
13	156	LF	10" HDPE Force Main Installed Via HDD	236.00	36,696.00	230.00	35,700.00	230.00	35,700.00	230.00	35,700.00	60.00	9,360.00	105.00	16,380.00
14	556	LF	12" RJ DIP Force Main Installed in Casing	62.00	34,672.00	50.00	27,800.00	60.00	33,000.00	83.00	46,188.00	72.00	40,224.00	67.00	37,352.00
15	52	LF	12" RJ DIP Force Main Installed in Casing with 10" Gaskets	65.10	3,385.20	50.00	2,600.00	62.00	3,224.00	105.00	5,460.00	61.00	3,162.00	62.00	3,224.00
16	1,276	LF	24" Steel Casing Installed by Bore & Jack	175.00	223,300.00	225.00	287,100.00	178.00	227,112.00	168.00	214,512.00	180.00	228,000.00	220.00	280,560.00
17	10	EA	12" Plug Valve w/10" and Marker	5,740.00	57,400.00	5,800.00	58,000.00	5,680.00	56,800.00	6,000.00	60,000.00	5,515.00	55,150.00	5,100.00	51,000.00
18	10	EA	12" Plug Valve w/10" and Marker	6,400.00	64,000.00	6,400.00	64,000.00	6,500.00	65,000.00	6,300.00	63,000.00	6,235.00	62,350.00	5,900.00	59,000.00
19	5	TON	Filings	20,000.00	100,000.00	20,000.00	100,000.00	2,200.00	11,000.00	28,000.00	140,000.00	20,000.00	100,000.00	1,000.00	5,000.00
20	20	EA	10" Branch Valve (21" x 12" Diameter) Manhole & Valve Marker	17,831.00	356,620.00	18,000.00	360,000.00	14,000.00	280,000.00	15,000.00	300,000.00	16,800.00	336,000.00	12,500.00	250,000.00
21	204	LF	Storm Drain Crossing Detail 7/71	103.90	21,195.60	58.00	11,824.00	48.50	9,894.00	300.00	61,200.00	31.00	6,324.00	62.00	12,724.00
22	54	LF	Concrete Encased Pipe Detail 5/70	38.20	2,065.20	28.90	1,560.60	48.00	2,592.00	300.00	16,200.00	71.00	3,834.00	55.00	2,970.00
23	1,500	CY	Rock Excavation	75.00	112,500.00	75.00	112,500.00	75.00	112,500.00	75.00	112,500.00	75.00	112,500.00	75.00	112,500.00
24	103	LF	Pipe Bedding for Stream Crossing	73.40	7,560.20	65.00	6,705.00	20.00	2,060.00	230.00	23,670.00	145.00	14,931.00	35.00	3,615.00
25	1	LS	Traffic Control (Message Boards, Jersey Barriers, Cones, Flags, Etc.)	147,000.00	147,000.00	125,000.00	125,000.00	102,000.00	102,000.00	100,000.00	100,000.00	7,500.00	7,500.00	5,800.00	5,800.00
26	1,325	LF	Remove & Replace Asphalt Driveway	22.70	30,077.50	38.00	50,550.00	31.50	41,637.50	45.00	59,625.00	73.00	96,775.00	32.00	42,600.00
27	243	LF	Remove & Replace Concrete Driveway	64.00	15,552.00	108.00	26,364.00	51.00	12,333.00	50.00	12,150.00	48.00	11,724.00	62.00	15,156.00
28	250	LF	Remove & Replace Gravel Driveway	4.80	1,200.00	20.00	5,000.00	9.00	2,250.00	25.00	6,250.00	18.00	4,500.00	8.00	2,000.00
29	257	LF	Remove & Replace Roadbed	14.75	3,788.75	73.00	18,761.00	31.00	7,967.00	125.00	32,125.00	35.00	9,025.00	74.00	18,958.00
30	1,750	DY	Asphalt Roadbed Resurfacing	18.33	31,977.50	21.00	36,750.00	18.00	31,500.00	18.00	31,500.00	28.00	49,000.00	18.00	31,500.00
31	4	EA	Temporary Construction Entrance/Exit	530.40	2,121.60	2,500.00	10,000.00	800.00	3,200.00	2,000.00	8,000.00	1,520.00	6,080.00	1,200.00	4,800.00
32	25,000	LF	8" Fences	2.60	65,000.00	2.60	65,000.00	0.75	18,750.00	2.00	50,000.00	2.50	62,500.00	2.50	62,500.00
33	2	EA	Inlet Protection (Type A)	62.75	125.50	200.00	400.00	45.00	90.00	750.00	1,500.00	150.00	300.00	210.00	420.00
34	10	SY	Rip Mat w/Filter Fabric	42.48	424.80	75.00	750.00	60.00	600.00	200.00	2,000.00	60.00	600.00	60.00	600.00
35	17,520	SY	Erosion Control Blanket	1.20	20,976.00	1.30	22,776.00	0.90	15,768.00	2.00	35,040.00	1.40	24,528.00	1.20	20,976.00
36	3,500	LF	Sediment Tube	3.58	12,530.00	6.00	21,000.00	3.50	12,275.00	5.00	17,500.00	3.25	11,375.00	4.75	16,625.00
37	40	EA	Temporary Stone Check Dam	62.75	2,510.00	250.00	10,000.00	65.00	2,600.00	250.00	10,000.00	200.00	8,000.00	225.00	9,000.00
38	25,000	LF	8" Polyethylene Wrapping for 10" Force Main	0.41	10,250.00	1.25	31,250.00	1.35	33,750.00	1.00	25,000.00	1.00	25,000.00	1.45	36,250.00
39	25,000	LF	8" Polyethylene Wrapping for 12" Force Main	0.41	10,250.00	1.25	31,250.00	1.35	33,750.00	1.00	25,000.00	1.00	25,000.00	1.45	36,250.00
Subtotal				7,126,017.85	7,489,003.00	6,602,406.83	7,011,221.20	7,109,948.91	6,908,907.43	8,740,673.45					
Grand Total				7,126,017.85	7,489,003.00	6,602,406.83	7,011,221.20	7,109,948.91	6,908,907.43	8,740,673.45					

Minor error, bid form shows \$8,623.00, overall difference \$115.00 more



September 12, 2013

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

RE: Wastewater Improvements to Serve the
Golden Corner Commerce Park – 10” & 12” Force Main
URS Project No. 46422786

Dear Mrs. Courtright,

This letter represents the recommendations of this office concerning the award of a construction contract by Oconee County, South Carolina for the above-referenced project. Seven (7) bids were received on September 12, 2013 at 2:00 PM in the Oconee County Administrative Offices located at 415 South Pine Street, Walhalla, SC 29691. Each bid was publicly opened and read aloud. The bids were checked and are as follows:

CONTRACTOR	BASE BID	ORDER OF BIDS
D.S. Utilities, Inc. Little Mountain, SC	\$6,602,406.90	1
Don Moorehead Construction, Inc. Belton, SC	\$6,606,667.40	2
Ruby-Collins, Inc. Smyrna, GA	\$6,742,873.40	3
Buckeye Construction Company, Inc. Canton, NC	\$7,126,017.85	4
DeVere Construction Company, Inc. Alpena, MI	\$7,489,068.00	5
John D. Stephens, Inc. Lawrenceville, GA	\$7,706,846.90	6
J & M Construction, Inc. Anderson, SC	\$7,911,931.00	7

It is the opinion of this office that the low bidder meets the requirements set forth in the Information for Bidders in the bid documents. Thus, in accordance with Section 00100.1, Paragraph 15 - Method of Award, we recommend the contract for the Wastewater System Improvements to Serve the Golden Corner Commerce Park – 10" & 12" Force Main be awarded to D.S. Utilities, Inc. in the amount of \$6,602,406.90.

I have enclosed for you a copy of the certified tabulation of bids. Should you have any questions, please do not hesitate to contact me.

Very Truly Yours,

URS Corporation



Ryan W. Page, P.E.
Project Engineer

Enclosures

**CERTIFIED AS A TRUE AND CORRECT
TABULATION OF BIDS RECEIVED**



Ryan W. Page, P.E.
Project Engineer

CERTIFIED BIDS RECEIVED

PROJECT: Wastewater System Improvements to Serve the
Golden Corner Commerce Park
10-inch and 12-inch Force Main

URS PROJECT NO.: 46422786

OCONEE COUNTY BID: ITB 13-04

PLACE: Oconee County Administrative Offices
Council Chambers
415 South Pine Street
Walhalla, SC 29691

DATE: September 12, 2013

TIME: 2:00 PM

CONTRACTOR		BASE BID	ORDER OF BIDS
D.S. Utilities, Inc.	Little Mountain, SC	\$6,602,406.90	1
Don Moorehead Construction, Inc.	Beaton, SC	\$6,606,667.40	2
Ruby-Collins, Inc.	Smyrna, GA	\$6,742,873.40	3
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John D. Stephens, Inc.	Lawrenceville, GA	\$7,706,846.90	6
J & M Construction, Inc.	Anderson, SC	\$7,911,931.00	7

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: September 17, 2013
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Grant Blue Ridge Electric Cooperative, Inc. electric line right-of-way easement to go upon the tract of land belonging to Oconee County containing approximately 18 acres more or less on Rock Crusher Road at the Oconee County Quarry, Map #306-42-004; Tax Map #190-00-01-028.

BACKGROUND DESCRIPTION:

Will allow an alternate source for electricity should current feed go down reducing down time for crushing plant and continuing production.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

Blue Ridge Electric employees will remove five (5) Leyland Cypress trees located at the quarry fence line facing Duck Pond Road.

FINANCIAL IMPACT [Brief Statement]:

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

Approved by : _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No
If yes, who is matching and how much:

Approved by : _____ **Grants**

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council approve this request.

Submitted or Prepared By:



Department Head/Elected Official

Approved for Submittal to Council:



T. Scott Moulder, County Administrator

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

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S/O # _____
ACCT # _____
JOB # _____
DATE _____

ELECTRIC LINE RIGHT-OF-WAY EASEMENT

STATE OF SOUTH CAROLINA)) Map No. 306-42-004
COUNTY OF Oconee)) Tax Map 190-00-01-028

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) Oconee County (Rock Quarry) and our heirs, successors and assigns (hereinafter referred to as "Grantor") for good and valuable consideration from Blue Ridge Electric Cooperative, Inc., whose principal office is located in Pickens, South Carolina (hereinafter called the "Cooperative"), the receipt of which is hereby acknowledged, do hereby grant unto the Cooperative, its successors, lessees and assigns, the perpetual right, privilege, and easement:

1. To go upon the tract of land of the Grantor, containing 18 acres, more or less, on Road(s) Rock Crusher Rd, situated about 3 miles in the South direction from the town of Wahalla, and being bounded by Oconee County Rock Quarry lands of Barbour Moore Oconee County and Rock Crusher Rd.

2. To construct, reconstruct, locate, relocate, operate, maintain and repair in, upon, over, under and through said land, within the right-of-way strip such poles, structures, overhead and underground wires and other necessary fixtures, apparatuses and appliances, electrical distribution lines or systems, and any support structures and anchors located outside the right-of-way strip, for the purpose of distributing electricity by one or more circuits and of carrying wires of the Cooperative or any lessee thereof.

The right-of-way strip is defined as: twenty feet on each side of the centerline of any overhead primary facilities, eight feet on each side of where only underground facilities are installed, and five feet on each side where only overhead service facilities are necessary;

3. To enter upon said land at any time for the purposes of inspecting said lines and facilities and making necessary repairs and alterations thereof;
4. To make such changes, alterations and substitutions in said lines, facilities or structures from time to time as the Cooperative deems advisable or expedient;
5. To keep and maintain, as the Cooperative deems necessary, a right-of-way clear of all structures, trees, stumps, roots, shrubbery and undergrowth along said lines, facilities or structures for a space of up to the right-of-way widths listed in Item 2;
6. If an overhead line is constructed, to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the right-of-way strip which, in the opinion of Grantee, might interfere with or fall upon the electric or communication facilities within the right-of-way strip.



Tax Map # 190-00-01-028

306

242' C

20P

223' A B

22B

22A

22

338' ABC

341' ABC

226' A

39765




23

Dust Pond Rd

Rock Crusher Rd

100

Legend

-  Property Line
-  Proposed 3-Phase
-  Proposed Right of Way

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 17, 2013

ITEM TITLE:

Title: Mowing Equipment from Alamo Industrial

Department: Roads and Bridges

Amount: \$66,619.51

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 13/14 budget process.

COOPERATIVE PROCUREMENTS: State Contract #4400002453

Finance Approval: Mark H. Pulliam

BACKGROUND DESCRIPTION:

Approval is requested for the following equipment for the Roads & Bridges department to be purchased from Alamo Industrial:

3 each	84" Rotary Pan Single Wheel Mower	\$18,506.96	State Contract # 4400002453
1 each	22" Samurai Boom Mower	<u>\$48,112.55</u>	State Contract # 4400002453
	TOTAL	\$66,619.51	

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 three rotary mowers replace the one "bat wing mower" originally listed in the lease purchase at a lower cost. This will allow three tractors to mow different roads at the same time which will increase production. The Samurai Boom mower will allow access to roads that are not accessible to conventional mowing.

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 Alamo Industrial, of Seguin, TX for the total amount of \$66,619.51.

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

Robyn Courtright, Procurement Director

T. Scott Moulder, County Administrator

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Description	New or Replacement	Quantity	Amount Requested	FY 2014	Recommended Award Amount	Amount Saved
				Council Approved		
Roads and Bridges (601)						
Batwing Mower for Tractor	New	4	21,200	21,200		
Rotary Pan Single Wheel Mower(s) (replaces Batwing Mower)	New	3	21,200	21,200	\$18,506.96	\$2,693.04
Samurai Boom	Replacement	1	47,700	47,700	\$48,112.55	(\$412.55)
Net Savings						\$2,280.49

Samurai 22" Boom Mower	
SC Contract	4400002453
Description	Samurai 22" boom mower with joystick
Base Price	\$42,325.00
60" rotary- no swivel	\$12,664.00
quick hitch	\$3,948.00
Less 30% Discount for State Contract	-\$17,681.00
Mounting Labor	\$4,381.30
Sub Total	\$45,637.20
Sales Tax	\$2,475.35
Total	\$48,112.55

84" Rotary Pan Single Wheel Mower	
State Contract	4400002453
Description	RX000784 Rotary-pan-single wheel
Unit Price	8,314.00
Less 30% Discount for State Contract	-2,494.20
Subtotal	\$5,819.80
Qty 3 at \$5819.80 each	\$17,459.40
Sales Tax	\$1,047.56
Total	\$18,506.96

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: 9-17-13
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

PRT-Local ATAX request for \$4,910 to Upcountry Brochure Service for distributing and displaying the Waterfalls and Camping brochure in over 150 brochure racks in Georgia and South Carolina.

BACKGROUND OR HISTORY:

Upcountry Brochure Service has over 50 brochure racks in South Carolina and over 90 in Northeast Georgia. As the company places new racks, the brochures currently in contract also are added to that rack, so as the company grows, the brochure distribution grows as well. The racks are placed in hotels, tourist attractions, restaurants, etc. Upcountry Brochure service will keep the brochure racks stocked in all the service locations

SPECIAL CONSIDERATIONS OR CONCERNS:

PRT Commission voted to forward this request to County Council for consideration at the 8-22-13 meeting.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? No [review #2001-15 on Procurement's website]
If no, explain briefly: ATAX grant-single source marketing

STAFF RECOMMENDATION:

Approve \$4,910 from local ATAX for distributing Waterfalls and Camping brochures in Georgia and South Carolina.

FINANCIAL IMPACT:

This project will not exceed \$4,910. Funds to come from local ATAX with no impact to the general fund budget. Current local ATAX balance is \$70,614. If all three ATAX agenda items are approved, new balance will be \$40,704

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: No
If yes, who is matching and how much:

ATTACHMENTS

PRT Commission spreadsheet attached

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:



Scott Moulder, County Administrator

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

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AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 9-17-13
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

PRT-Local ATAX request of \$5,000 for campsite renovation phase 3 at South Cove County Park

BACKGROUND OR HISTORY:

PRT has completed phase 1 and 2 of the campsite renovations with grants and assistance from the County Roads and Bridges division. Renovations include rebuilding sites with concrete retaining walls vs. wood timbers

SPECIAL CONSIDERATIONS OR CONCERNS:

PRT Commission voted to forward this request to County Council for consideration at the 8-22-13 meeting.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes [review #2001-15 on Procurement's website]

If no, explain briefly: Yes

STAFF RECOMMENDATION:

Staff recommends approval of up to \$5,000 of local ATAX funds for materials for the project.

FINANCIAL IMPACT:

\$5,000 ATAX grant from local ATAX fund that will be matched by \$5,000 from PRT grant match line item for total project budget of \$10,000 for materials.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes

If yes, who is matching and how much: PRT miscellaneous grant match line item-\$5,000

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Scott Moulder, County Administrator

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

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

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: September 17, 2013
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Local ATAX grant request for August, 2013 cycle. The attached requests were approved and recommended by the PRT Commission on 08/29/13.

BACKGROUND OR HISTORY:

A portion of Local and State ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. All ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission based on tourism impact of the project and approved by County Council. All ATAX grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the PRT staff until the grant is considered complete.

SPECIAL CONSIDERATIONS OR CONCERNS:

Please see attached spreadsheet for breakdown of ATAX request and recommendations The PRT Commission is working hard to base its recommendations on true tourism impact and in doing so, hopes to see the local ATAX fund grow. This will allow available funding for when large tournaments or opportunities present themselves.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? No [review #2001-15 on Procurement's website]
If no, explain briefly: NO-ATAX grants

STAFF RECOMMENDATION:

Approval of ATAX grant request per the attached spreadsheet!

FINANCIAL IMPACT:

Local ATAX balance = \$70,614

See spreadsheet for grant recommendations and PRT internal request. If all grants and PRT request are approved, new balance will be:

Local ATAX = \$40,704

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes

If yes, who is matching and how much: Varies by grant!

ATTACHMENTS

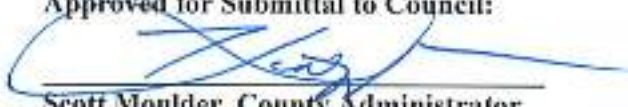
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Aug-13

Local ATAX Grants

Applicant	Funds Request	Project Description	Amount Eligible for ATAX	PRT Commission Recommendation	State or Local ATAX
Walhalla Civic Auditorium	\$22,809	Advertise 2013-14 season	\$7,755.00	\$5,000	Local
Westminster Chamber	\$13,405	Advertising-Mayberry Comes to Westminster	\$8,012.00	\$4,000	Local
City of Seneca	\$5,000	Advertising-Seneca Half Marathon	\$5,000.00	\$3,500	Local
Walhalla Chamber	\$7,460	Advertising-35th Oktoberfest	\$3,770.00	\$3,770	Local
Oconee Chamber	\$2,800	Update Chamber website	\$2,800.00	\$0	
Oconee Preservation Unlmt Stewardsh	\$8,000	Advertising for Chattooga River Festival	\$1,600.00	\$1,600	Local
Oconee Heritage Center	\$1,500	Re-design website	\$1,500.00	\$0	
Full Moon Artist-Walhalla Chamber	\$2,000	Advertising-December Studio Tour	\$387.00	\$0	
9-11 Memorial Committee	\$5,000	Design 9-11 Memorial	\$5,000.00	\$0	
Museum of the Cherokee	\$2,000	Museum brochure	\$2,000.00	\$0	
Museum of the Cherokee	\$1,000	Re-print Cherokee of the Upstate brochure	\$1,000.00	\$0	
Our Daily Rest	\$5,000	Advertising-Lake Keowee Poker Run	\$2,500.00	Next grant cycle	
City of Seneca	\$2,500	Advertising-Bertha Lee Strickland African Ame	\$2,500.00	\$2,130	Local
TOTAL	\$78,474		\$43,824	\$20,000	



NOTES
PLANNING & ECONOMIC DEVELOPMENT
COMMITTEE MEETING
September 10, 2013

COMMITTEE MEMBERS

Mr. Paul Corbeil, District I, Chairman
Mr. Archie Barron, District III
Mr. Reginald T. Dexter, District V

Department Reports / Updates:

Planning Department / Community Development / Zoning

Mr. Stephens and Mr. Holbrooks addressed the Committee utilizing a PowerPoint presentation [copy filed with these minutes] and discussed key areas:

- Building Development
- Planning & Zoning
- Update re: Transit Feasibility Study
- Oconee County Comprehensive Plan review begun by Mr. Holbrooks, Mr. Stephens & Mr. Anspach
- Air Quality
- Keowee Toxaway Project Relicensing

Economic Development

Mr. Blackwell addressed the Committee utilizing a PowerPoint presentation [copy filed with these minutes] and discussed the following topics:

- Mission
- EDC Activities Update
- Product Development
 - Golden Corner Commerce Park
 - Oconee Industry & Technology Park
- Workforce Development
- AOP Showcase
- SC Workready Communities



NOTES
REAL ESTATE, FACILITIES & LAND MANAGEMENT
COMMITTEE MEETING
September 10, 2013

COMMITTEE MEMBERS

Mr. Archie Barron, Chairman, District III
Mr. Paul Corbeil, District I
Mr. Wayne McCall, District II

Lake Hartwell Access Areas Request from US Army Corp of Engineers [COE]

Mr. Phil Shirely, PRT Director, addressed the Committee regarding the COE's consideration of closing 7 boat ramps in Oconee County that access Lake Hartwell. He reviewed with the Committee four areas he considered in preparing his recommendation to include: vehicle counts, ramp usability, amenities at site and other ramps nearby. Mr. Shirley stated that the COE noted that four of the ramps listed will be closed for the 2014 season if the county does not accept them [Tabor, Lawrence Bridge, Mullins Ford & Hwy. 123 Pier].

Mr. Shirley utilized a PowerPoint presentation [copy filed with these minutes] highlighting the following issues:

- Oconee County Boat Ramps [42]
- COE Boat Ramps Leased by Oconee County
- Ramp Listing: Highlighted Yellow to Denote Recommended Acceptance
- Color Photographs with Site Information for the following Sites:
 - Choestoea Access
 - Fairplay Recreation Area
 - Lawrence Bridge Access
 - Martin Creek Access
 - Mullins Ford Access
 - Port Bass Landing
 - Seneca Creek Landing
 - South Union Landing
 - Mountain Bay Park Landing
 - Timberlake Landing
 - Holders Landing
 - Barton's Mill Landing
 - Tabor Access
 - Lakeshore Landing
 - Hwy. 123 Fishing Pier

Lengthy discussion followed.

Mr. Corbeil made a motion, seconded by Mr. Barron, approved 2 – 0 to recommend that Mr. Shirley obtain additional information from the COE and bring to full Council for consideration in October 2013.

**OCONEE COUNTY BOARD / COMMISSION / COMMITTEE
CANDIDATE LISTING**

	DX	AT LARGE	Reappoint Request	CAP PROJ SALES TAX COMMISSION	TRANSIT ADVISORY TASK FORCE	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	EDUCATION	TOURISM & REC.	Questionnaire Received Date
Bush, Lauraleigh	1							x				January 2013
Fuller, Donald	1			X								August 2013
Hehir, Michael	1	Yes						x				December 2012
Jacobson, Maria	1								x			January 2013
Lengyel, Edward	1	Yes		x				x				September 2013
McMahan, Marie	1								x			December 2012
Mouw, James W.	1				x	x	x	x				November 2012
Phyllis, Darren	1						x	x		x		December 2012
Price, Russell	1			X								September 2013
Graham, William	2	Yes					x	x				October 2012
King, Stanley	2	Yes					x	x				January 2013
Lesley, Donald	2			X								September 2013
Martin, Lisa	2								x			January 2013
Miller, Thelma	2							x				October 2012
Mize, Roger	2		Yes				AERO					December 2012
Richards, Charles	2							x				January 2013
Workman, Neal	2						x					October 2012
DuBose, Bob	3		Yes				BLDG					December 2012
Gilster, William A.	3		Yes					PLAN				October 2012
Horton, Laurel	3								x			January 2013
Littlefield, Gary	3		Yes				BZA					May 2013
Reams, Richard	3			X								September 2013
Bayliss, Brian	4						x	x				August 2012
Pearson, Frankie	4			X	X			x		x		September 2013
Carr, Deboarh	5								x	x		January 2013
Land, Edward	5			X								September 2013
McPhetters, Glen	5			X								August 2013

Mr. Mize submitted a questionnaire for reappointment to the Aeronautics Commission **HOWEVER** he is not eligible to serve a third term on this Commission.

Mr. Workman submitted questionnaire. He currently serves on Building Codes Appeal Board **HOWEVER** he will complete his 2nd of two terms the end of 2012 and is not eligible for reappointment to the Building Codes Appeal Board. He may be appointed to another board and/or commission.

Areas of Interest [please check one or more]	Board/Commissions Applicable to Interests
Aeronautics	Aeronautics Commission
Public Safety, Health & Welfare	Anderson-Oconee Behavior Health Services Commission Emergency Services Commission
Regulatory	Building Codes Appeal Board Parks, Recreation & Tourism Commission Board of Zoning Appeals
Planning Activities	Appalachian Council of Governments Board of Directors Board of Zoning Appeals Capital Project Advisory Committee Conservation Bank Board Economic Development Commission Planning Commission Scenic Highway Committee
Education	Arts & Historical Commission Library Board
Tourism & Recreation	Arts & Historical Commission Parks, Recreation & Tourism Commission Scenic Highway Committee



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Paul Corbell	Wayne McCall	Archie Barron	Joel Thrift	Reg Dexter		
							2010-2014	2013-2016	2010-2014	2013-2016	2013-2016	2010-2014	2013-2016
							District I	District II	District III	District IV	District V	At Large	At Large
Aeronautics Commission	2-262	5 - 2	YES	2X	YES	Jan - June 2013	Randy Renz [1]	David Bryant [1]	Edward Perry [1]	Dan Schmeidt [2]	Ronald Chiles [1]	Thomas Luke [2]	Michael Gray [<1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - June 2013	Rick Bethea [1]	Luther Lyle [2]	Al Robinson [1]	Barbara Waters [2]	H. Richardson [2]	Bess Ciupak [1]	Jean Dobson [2]
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - June 2013	Allen Medford [1]	Sammy Lee [2]	Gary Littlefield [1]	Marty McKee [<2]	Dick Hughes [2]	Berry Nichols [1]	Paul Reckert [2]
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - June 2013	Roger Mize [2]	Matt Rochester [1]	Bob DuBose [1]	Mike Willimon [2]	Harry Tollison [2]		
Conservation Bank Board	2-381	Appointed by Category		2X	YES	Jan - June 2013	Shea Airey [1]	Andy Lee [2]	Rocky Nation [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [1]	Glenn Buddin [1]
Economic Development Commission	24-31	5 - 0	YES	3X	YES	Jan - June 2013	Dave Eldridge [1]	VACANT	Hank Field [3]	Sam Dickson [3]	Gene Blair [2]		
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - June 2013						Allen D. Boggs [1]	Staley Powell [1]
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - June 2013	Daniel Day [2], Ellis Hughes [2], B Hetherington [1], H McPheeters [1], A Champion [1], P Taylor [1]				Martin Adelberg [1], William Caster [1], VACANT		
PRT Commission (members up for reappointment due to initial stagger)	6-4-25 2-381	Appointed by Industry		2X	YES	June 2013	Brian Greer [2], Rosemary Bailes [2], JoAnne Blake [2]			Becky Wise [1], Rick Lacey [1], David Lavere [1], Mike Wallace [1]			
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	February 2013	Andrea Heller	Bradley Hancox	William Gilster	Bud Childress	Ryan Honea	Gwen McPhail	John Lyle
Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	June 2014	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Fred Hamilton [1], Joan Black [1], Jere DuBois [1]						
Capital Project Advisory Committee	2-391	CC, PC, Infra. 2 @ Lg.	NO	3X	1 yr	May 2014	Council Representative Pcorbell [2], Planning Commission GMcPhail [1], Infrastructure Advisory Representative Bwinchester [1]					Randy Abbott [1]	David Mead [3]
Infrastructure Advisory Commission	34-1	N/A	NO	N/A	NO	January	Council Representative Appointed Annually						
ACOG BOD				N/A	NO	JAN 2013	Council Rep: CC CHAIR or designee [yearly]; 2 yr terms Citizen Rep: Bob Winchester, Minority Rep: Bennie Cunningham						
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open						

[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.

[SHADING = reappointment requested - questionnaire on file] Denotes individual who DOES NOT WISH TO BE REAPPOINTED

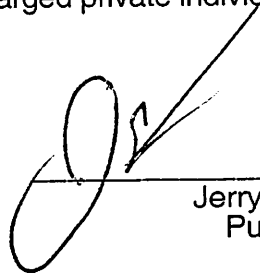
Bold Italics TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

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**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

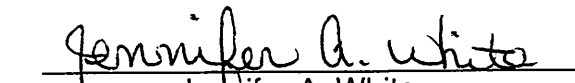
**IN RE: Oconee County Council
 Public Hearing
 Re: Ordinance 2013-18**

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 September 5, 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
5th day of September A.D. 2013



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

402 S Oak St
Seneca

LEGALS

The Oconee County Council will hold a Public Hearing for Ordinance 2013-18 "AN ORDINANCE TO AMEND ARTICLE 1, ENTITLED IN GENERAL, OF CHAPTER 20, ENTITLED OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE OCOONEE COUNTY CODE OF ORDINANCES BY ADDING NEW SECTIONS PERTAINING TO DRUG PARAPHERNALIA; AND OTHER MATTERS RELATED THERETO" and Ordinance 2013-22 "AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY IN OCOONEE COUNTY AND THE CONVEYANCE OF CERTAIN REAL PROPERTY WITHIN THE GOLDEN CORNER COMMERCE PARK; AND OTHER MATTERS RELATED THERETO" on Tuesday, September 17, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 416 S. Pine Street, Wahalla, SC.



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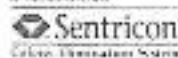
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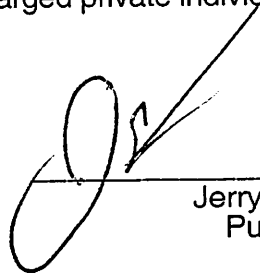
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**STATE OF SOUTH CAROLINA
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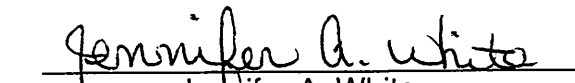
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Citizens wishing to speak regarding these ordinances may do so by signing up at the meeting. Written comments may be submitted at any time prior to the hearing for inclusion in the official record. Submit written comments to the Clerk to Council, 415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



Beth Hulse

From: Beth Hulse
Sent: Wednesday, September 04, 2013 11:47 AM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: Public Hearings: 2013-18, 22 09-17-13
Attachments: 090413 - PH 2013-18, 22 9-17-13.doc

Please run at your earliest convenience.
Thanks.

Elizabeth G. Hulse
Clerk to County Council

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Beth Hulse

From: Beth Hulse
Sent: Wednesday, September 04, 2013 11:48 AM
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 Hearings: 2013-18 & 2013-22 September 17, 2013

The **Oconee County Council** will hold a Public Hearings for **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" and **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" on Tuesday, September 17, 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

Elizabeth G. Hulse

Clerk to County Council

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NOTICE OF PUBLIC HEARING

There will be a public hearing on Ordinance No. 2012-17 with respect to the approval by Oconee County, South Carolina granting certain infrastructure tax credits. The infrastructure tax credits will be entered into by Oconee County with Serene Hospitality, LLC. The Serene Hospitality facility is located at 1011 E. North Street, Seneca, South Carolina 29678. Said public hearing is to occur at a meeting of the Oconee County Council in the Administration Building, 415 South Pine Street, Walhalla, South Carolina on Tuesday, September 17, 2013 at 6:00 p.m.

OCONEE COUNTY, SOUTH CAROLINA

Joel Thrift
Chairman of County Council

NOTICE OF PUBLIC HEARING

There will be a public hearing on Ordinance No. 2013-23 with respect to the approval by Oconee County, South Carolina of the amendment of a fee-in-lieu-of-tax agreement. The Amended Fee Agreement will be entered into by Oconee County with Greenfield Industries, Inc., TDC Clemson Land Company, LLC, Greentech Metal Recycling, LLC and TDC Saws, LLC. The Greenfield Industries, Inc. facility is located at 2501 Davis Creek Road Seneca, South Carolina. Said public hearing is to occur at a meeting of the Oconee County Council in the Administration Building, 415 South Pine Street, Walhalla, South Carolina on Tuesday, September 17, 2013 at 6:00 p.m.

OCONEE COUNTY, SOUTH CAROLINA

Joel Thrift
Chairman of County Council

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council ("County Council") of Oconee County, South Carolina (the "County"), during the 6:00 p.m. meeting of County Council on September 17, 2013, at the Council Chamber of County Council, 415 South Pine Street, Walhalla, South Carolina.

The purpose of the public hearing is to consider Ordinance 2013-25 (the "Ordinance") authorizing the issuance and sale of the County's not exceeding \$1,000,000 General Obligation Bonds (Stone Pond Special Tax District) (the "Bonds"), the proceeds of which shall be applied to defray all or a portion of (i) the costs of the repair and improvement of streets and roads in the Stone Pond Special Tax District; 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. The Ordinance provides that 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 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.

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