



# Public Comment

## SIGN IN SHEET

May 6, 2014

6:00 PM

# AGENDA ACTION ITEM

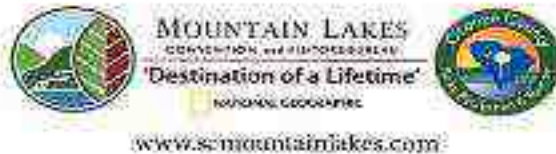
**AGENDA ACTION ITEMS:** Council will hear public comment during this portion of the meeting for Agenda Action Items on today's agenda only. Agenda Action Items are defined as Administrator Report Items, Ordinances, Resolutions, Proclamations, Action Items, advertised Old Business item, advertised New Business item and Recommendations from Committee ONLY. Combined the two Public Comment Sessions at this meeting are limited to a total of 40 minutes; 4 minutes per person.

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

Citizens failing to **PRINT** or list the specific **AGENDA ACTION ITEM** will not be called upon to address Council during this portion of the meeting.

	FULL NAME	AGENDA ACTION ITEM
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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.



## PRESS RELEASE FOR IMMEDIATE RELEASE

May 6, 2014



### THERE'S AN APP FOR THAT.....

**Walhalla** – Mountain Lakes Convention and Visitor's Bureau (CVB) and Oconee County are thrilled to announce the launch of our own FREE app, "Mountain Lakes Waterfall Tour" on both Google Play and Apple's App store – the app is easily found by searching for "Oconee County, South Carolina."

The super user-friendly app features stunning images, and detailed directions to 25 of Oconee County's waterfalls. Each of the featured falls has a short narrated video highlighting historical, flora, fauna or geographic significance. Each also rates the hikes from easy (Riley Moore Falls) to difficult (Opossum Creek Falls) to help waterfall visitors determine what works best for them.

The app also features an interactive map which is awesome for mobile users as the map section has detailed directions to each of the falls. Taking screen-shots would be an ideal way to save the directions when hikers get out of cellular range.

We do have some improvements to make, so bear with us—we are working on them!

The FREE apps can be downloaded on almost any device:

<https://itunes.apple.com/us/app/oconee-county-south-carolina/id740912889?ls=1&mt=8>

<https://play.google.com/store/apps/details?id=com.populace:MLWaterfall>

**'Destination of a Lifetime'**  
National Geographic

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
**PROCLAMATION P2014-03**

**A PROCLAMATION DESIGNATING MAY 15, 2014 AS PEACE  
OFFICERS' MEMORIAL DAY IN OCONEE COUNTY**

**WHEREAS**, The Congress and President of the United States have designated May 15, 2013 as Peace Officers' Memorial Day, and

**WHEREAS**, The members of the law enforcement agencies of Oconee County play an essential role in safeguarding the rights and freedoms of the citizens of our community, and

**WHEREAS**, It is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement officers, and that law enforcement officers recognize their duty to serve the people of this community, by protecting them against violence and disorder, and

**WHEREAS**, The law enforcement officers of Oconee County unceasingly provide a vital public service; and

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED**, by Oconee County Council in meeting duly assembled, that Oconee County directs all flags on County buildings be flown at half-staff on May 15, 2014, in recognition of Peace Officers' Memorial Day and in memory of those law enforcement officers, who through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and to honor those law enforcement officers presently serving the community.

**APPROVED AND ADOPTED** this 6<sup>th</sup> day of May, 2014.

OCONEE COUNTY, SOUTH CAROLINA

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

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

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
**PROCLAMATION P2014-04**

**A PROCLAMATION FOR  
FOSTER CARE AWARENESS MONTH MAY 2014**

**WHEREAS**, the family, serving as the primary source of love, identity, self-esteem and support, is the very foundation of our communities and our State, and

**WHEREAS**, in Oconee County there are 85 children and youth in foster care being provided with a safe, secure and stable home along with the compassion and nurture of a foster family, and

**WHEREAS**, all young people in foster care need a meaningful connection to a caring adult who becomes a supportive and lasting presence in their lives, and

**WHEREAS**, foster, kinship and adoptive families, who open their homes and hearts and support children whose families are in crisis, play a vital role in helping children and families heal and reconnect thereby launching young people into successful adulthood, and

**WHEREAS**, dedicated resource foster families frequently adopt foster children, resulting in a greater need for more resource foster families, and

**WHEREAS**, there are numerous individuals, public and private organizations who work to increase public awareness of the needs of children in and leaving foster care as well as the enduring and valuable contribution of resource foster parents, and the foster care "system" is only as good as those who choose to be part of it,

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED**, by Oconee County Council in meeting duly assembled, that Oconee County proclaims May as FOSTER CARE AWARENESS MONTH in Oconee County and urge all citizens to come forward and do something positive that will help *change a lifetime* for children and youth in foster care.

**APPROVED AND ADOPTED** this 6<sup>th</sup> day of May, 2014.

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Joel Thrift  
Chairman of County Council

ATTEST:

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

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**ORDINANCE 2014 -06**

AN ORDINANCE TO AMEND OCONEE COUNTY ORDINANCES 2012-12 AND 2013-28 IN CERTAIN LIMITED REGARDS AND PARTICULARS; TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SENECA TO AMEND THAT CERTAIN INTERGOVERNMENTAL AGREEMENT DATED AS OF NOVEMBER 12, 2013 RELATED TO THE CREATION OF A JOINT COUNTY INDUSTRIAL AND BUSINESS 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 OF AN ECONOMIC DEVELOPMENT GRANT, SOLELY FOR THE USE OF THE CITY OF SENECA FOR SERENE HOSPITALITY, LLC; AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE FINANCING AGREEMENT BETWEEN OCONEE COUNTY AND SERENE HOSPITALITY, LLC; AND OTHER MATTERS RELATED THERETO, INCLUDING, WITHOUT LIMITATION, THE AUTHORIZATION OF AN INFRASTRUCTURE TAX CREDIT IN FAVOR OF SERENE HOSPITALITY, LLC.

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 the Code of Laws of the State of South Carolina, 1976, as amended (the "Code"), including, without limitation, Titles 4 and 12, including, particularly, Chapter 44 of Title 12 of the Code (collectively, the "Act"), to offer and provide certain privileges, benefits, and incentives to prospective developers as inducements for economic development within the County; to acquire, or cause to be acquired, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any business to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such projects through which powers the industrial and business 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, tourism or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code (the "Joint-County Industrial and Business Park Act"), to enter into agreements ("Park Agreements") with one or more contiguous counties for the creation and operation of one or more joint-county industrial and business parks; and

WHEREAS, Serene Hospitality, LLC (the "Company"), a limited liability company, duly authorized to do business in South Carolina, and, in fact, already doing business in the State, has acquired by construction or purchase or lease/purchase certain land and buildings, and by construction or purchase certain furnishings, fixtures, machinery, apparatus, and equipment, for the development of a hotel facility in the County (the "Project"), which resulted or will result in an expected total investment of Nine Million Dollars (\$9,000,000) in the County, which would be subject to this Agreement, all within the meaning of the Act, and the creation of new, full-time jobs in the County, during the period beginning with the first day that real or personal property comprising the Project was purchased or acquired and ending five (5) years after the last day of the Company's property tax year during which the Project is placed in service (the "Initial Investment Period"); and

WHEREAS, the County has determined that the Project, and recruitment of the Company to Oconee County and the City of Seneca (the "City"), would be aided by the availability of the assistance which the County and City might render through (1) the inclusion and retention of the Project and the other real and personal property of the Company located at the Project site in the County, in a joint-county industrial and business park which is either already in existence, or to be created by the County (the "Park" or the "Joint-County Park"), with the consent of the City; (2) the granting by the County to the Company of certain infrastructure credits, pursuant to Section 4-1-175 of the Code and other applicable provisions of the Act (the "Infrastructure Credits"), to partially reimburse the Company for economic development infrastructure serving the County; (3) the provision of an infrastructure grant to the City to aid in providing infrastructure for the Project; and, that the inducement will, to a great degree of certainty, result in the acquisition and construction of the Project in the County; and

WHEREAS, the County has given due consideration to the economic development impact of the Project, has found that the Project and the Park payments-in-lieu-of-taxes from the Project in the Park would be directly and substantially beneficial to the County, the taxing entities of the County, and the citizens and residents of the County, and that the Project would directly and indirectly benefit the general public welfare and serve a public purpose of the County by providing services, employment, recreation, promotion of tourism, or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County, or a charge or pledge against the full faith, general credit, or taxing power of the County; and, that the purposes to be accomplished by the Project, i.e., economic development and welfare, creation of jobs, promotion of tourism, and addition to the manufacturing footprint and 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 cost; and, has agreed to effect the issuance, execution and delivery of an Infrastructure Financing Agreement with the Company to grant infrastructure credits to the Company, an amendment to the Intergovernmental Agreement with the City, and a ratification of the Park Agreement, pursuant to this Ordinance of the County Council, and on the terms and conditions set forth therein; and

WHEREAS, the County has previously enacted its ordinance 2012-17, on September 17, 2013, which authorized the infrastructure credits referred to herein; and

WHEREAS, the County has previously enacted its Ordinance 2013-28, on October 15, 2013, which authorized a Park with Pickens County, with the consent of the City, which Park is now in existence, and authorized an Intergovernmental Agreement, dated November 12, 2013, with the City, which Intergovernmental Agreement is now in existence; and

WHEREAS, the Project has now been completed, and County Council desires to make the terms of the incentives offered to the Company fit the actual investment by the Company, and otherwise to approve and ratify the incentives with the Company; ratify and approve the terms and provisions of an intergovernmental agreement and infrastructure grant with the City, amending the Intergovernmental Agreement dated November 12, 2013; approve, ratify, and affirm all acts and actions of the County previously undertaken in furtherance of the Project and as described herein; and authorize the execution and delivery of the documents described herein; 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 the County, and the City, the County proposes to ratify the agreement with Pickens County, with the consent of the City, by the Amending Agreement, to develop jointly the Park (Serene Hospitality, LLC) 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"), and to authorize the Amending Agreement, and the Infrastructure Financing Agreement with the Company.

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

Section 1. Oconee County has previously executed and delivered a written agreement dated as of November 18, 2013, to jointly develop an industrial and business park (the "Park") with Pickens County, with the approval of any municipality (the City) within which the Park property shall lie. The Park is located within the boundaries of Oconee County. The form, terms, and provisions of the joint county industrial and business park agreement (the "Agreement") dated as of November 18, 2013, presented to this meeting and filed with the Clerk of the Oconee County Council be and they are hereby ratified 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. Because all or a portion of the Park property is located within the municipal limits of the City of Seneca, the City of Seneca consented to creation of this Park. An Intergovernmental Agreement dated as of November 12, 2013, has been executed between the County and the City through which, among other things, as discussed further herein, the City of Seneca consents to creation of the Park, containing the Company property and the property of Technology Solutions of SC, Inc., 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. The County is hereby authorized to execute and deliver an amendment to the Intergovernmental Agreement with the City of Seneca (the "Amending Agreement"). The form, terms, and provisions of the Amending 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 Amending 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 Amending Agreement in the name and on behalf of the County. The Amending 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 Amending 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 (5) 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 (if the Serene Hospitality, LLC Project and the Technology Solutions of SC, Inc. project are in or annexed into the City) 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 (if the Serene Hospitality, LLC Project and the Technology Solutions of SC, Inc. project are in or annexed into the City) 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 Amending Agreement shall also address, ratify, and affirm an economic development grant (the "Grant") made by the County to the City, to pay for a portion of the



infrastructure necessary to induce Serene Hospitality, LLC to locate and build in the City and County, and to support the construction and operation of the Serene Hospitality, LLC Project, 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 the Grant will be used for economic development of the City and County, that the Grant will be used for a public purpose and, to the extent used for public infrastructure, for public use, that the City is providing city funds to induce the construction and operation of the Project, and that the Grant and the city funds are likely to cause the 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 and ratifies the Grant, as set forth in greater detail in the Amending Agreement.

Section 8. Oconee County hereby designates that the distribution of the fee-in-lieu of *ad valorem* taxes pursuant to the Agreement and the Intergovernmental Agreement, as amended by the Amending 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, as amended by the Amending Agreement, 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, as amended by the Amending 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, as amended by the Amending 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 ("Special Source Revenue Credit, or SSRC") 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. Specifically, but without limitation, Oconee County authorizes and directs that an SSRC of up to Seven Hundred Thousand Dollars (\$700,000) be made available to the Company from payments made by the Company for the Project in the Park, all as set forth more fully in the Infrastructure Financing Agreement ("IFA") attached hereto and hereby incorporated herein by reference as fully as if set forth verbatim herein. The IFA is to be in substantially the form attached hereto or with such changes therein as shall not be 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 IFA now before this meeting. Nothing contained herein, however, shall alter the distribution pursuant to the Intergovernmental Agreement, as amended by the Amending Agreement, except as and unless mutually agreed upon in writing by Oconee County and the City of Seneca.

Section 9. 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 10. The Agreement, as ratified herein, may not be terminated except by concurrent ordinances of Pickens County Council and Oconee County Council, in accordance with the terms of the Agreement.

Enacted this 6 day of May, 2014.

OCONEE COUNTY, SOUTH CAROLINA

BY: \_\_\_\_\_  
Joel Thrift, Council Chairman,  
Oconee County Council  
Oconee County, South Carolina

ATTEST:

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

First Reading:        March 4, 2014  
Second Reading:     March 18, 2014  
Public Hearing:        April 1, 2014  
Third Reading:        May 6, 2014

STATE OF SOUTH CAROLINA	)	AMENDING
	)	INTERGOVERNMENTAL
COUNTY OF OCONEE	)	AGREEMENT
	)	
CITY OF SENECA	)	AN INTERGOVERNMENTAL
	)	AGREEMENT BETWEEN
	)	OCONEE COUNTY, SOUTH CAROLINA
	)	AND THE CITY OF SENECA,
	)	SOUTH CAROLINA, AMENDING THAT
	)	CERTAIN INTERGOVERNMENTAL
	)	AGREEMENT BETWEEN THE SAME
	)	PARTIES DATED AS OF NOVEMBER
	)	12, 2013, PERTAINING TO THE
	)	CREATION OF A JOINT COUNTY
	)	INDUSTRIAL AND BUSINESS PARK
	)	WITHIN OCONEE COUNTY AND THE
	)	CITY OF SENECA (SERENE
	)	HOSPITALITY, LLC AND TECHNOLOGY
	)	SOLUTIONS OF SC, INC.)

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is empowered under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended (the "Code"), and specifically, Title 4, Chapter 1 (the "Multi-County Park Act") to enter into agreements with other counties within the State of South Carolina for the purpose of creating multi-county industrial and business parks ("MCIP"), pursuant to which certain state tax credits are made available to investors locating, improving, or expanding projects within such parks, through which the economic development of the county and the state will be promoted and trade developed by inducing manufacturing and certain other business enterprises to locate in and remain in the State of South Carolina, and thus utilize and employ the manpower and resources of the State of South Carolina; and

WHEREAS, the City of Seneca, South Carolina (the "City") and the County have worked together to induce the location, construction, and operation of a hotel project to be located within the City and County which has resulted or will result in the investment of an expected Nine Million Dollars (\$9,000,000) or more and the creation of jobs and new, full-time jobs in the City and the County (the "Serene Hospitality, LLC Project") and another economic development project in the City (the "Technology Solutions of SC, Inc. Project"); and

WHEREAS, the Multi-County Park Act requires the consent and approval of the City before an MCIP can be created by the County within the corporate limits of the City; and

WHEREAS, the Serene Hospitality, LLC Project and Technology Solutions of SC, Inc. Project are in or will be in the City limits and the City and County desire for them to also be in a MCIP, in order to enhance the economic development potential of the site through the

availability of enhanced job creation tax credits in MCIPs and through the availability of the use of certain tax credits in MCIPs; and

WHEREAS, the City and the County both desire for the MCIP for the Serene Hospitality, LLC Project and Technology Solutions of SC, Inc. Project (collectively, the "Projects") to result in distribution, by the County, of non-negotiated fee in lieu of tax ("MCIP FILOT") and negotiated fee in lieu of tax ("FILOT") revenues from inside the MCIP to go to each of the taxing entities levying millage within the boundaries of the MCIP in the same proportion and ratio, and for the same purposes, as the millage levy of each bears to the overall millage levy at that site in the tax year in which such levies are made, after deduction of the partner county fee to the MCIP partner county, and after deduction of any special source revenue credit ("SSRC") or bond ("SSRB") authorized by the City and/or County, respectively, to any businesses or industry locating in the Projects MCIP; and

WHEREAS, the City and County both desire to establish a mechanism by and through which either may authorize its own, respective, MCIP FILOT revenues to be used for a SSRC or SSRB, in their entirety, and may jointly agree, by resolution of each, for SSRCs or SSRBs to be issued from all or a part of the entire Projects MCIP FILOT revenues; and

WHEREAS, the City desires to consent to the County placing the Projects' site, within the corporate limits of the City, into an MCIP, with the understanding and agreement that the County, in distributing the fee in lieu of tax revenue from the MCIP, will protect and distribute to the City the City's proportionate (based upon the City's proportionate percentage of the overall millage levied, upon which the fee in lieu of tax revenues are based, in any given year in which such levy is made) percentage of the fee in lieu of tax revenues collected and distributed by the County, after payment of the partner county fee for the MCIP to Pickens County, South Carolina and distribution of any SSRCs or SSRBs authorized by the City or County, or both; and

WHEREAS, the Projects' sites have heretofore been placed into a MCIP with Pickens County, by an MCIP Agreement dated as of November 18, 2013, which the City and County desire to hereby ratify and affirm; and

WHEREAS, the County agrees with the City's position regarding distribution of fee in lieu of tax revenues from the MCIP and desires to ratify the MCIP Agreement in accordance with that understanding; and

WHEREAS, the City and the County desire to make and ratify and affirm an economic development grant (the "Grant") from the County to the City, to pay for a portion of the infrastructure necessary to induce Serene Hospitality, LLC to locate and build in the City and County, and to support the construction and operation of the Serene Hospitality, LLC Project, and to support the continued economic development of the City and County. Oconee County Council and the City of Seneca City Council ("City Council") hereby find and declare that economic development of the City and County is a public purpose, that the Grant has been, and will be used for economic development of the City and County, that the Grant has been, and will be used for a public purpose and, to the extent used for public infrastructure, for public use, that the City is providing and has provided city funds to induce the construction and operation of the

Project, and that the Grant and the city funds were instrumental in causing the 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 the Grant, and City Council hereby approves acceptance of the Grant, all as set forth in greater detail in this Amending Intergovernmental Agreement.

WHEREAS, the County and the City have reduced their mutual understandings regarding the City's consent to and ratification of the County's creation of the MCIP, to include the Projects' respective property and site, and the mutual understanding regarding distribution of fee in lieu of tax revenue from the MCIP and their mutual understanding regarding the terms and conditions regarding the Grant, to this Amending Intergovernmental Agreement, amending, in certain limited regards and particulars, only, that Intergovernmental Agreement between the same parties, hereto, dated as of November 12, 2013, only as provided herein and otherwise ratifying and affirming the Intergovernmental Agreement dated as of November 12, 2013, and now desire to authorize the execution and delivery of this amending Intergovernmental Agreement (the "Amending Intergovernmental Agreement"):

NOW, THEREFORE, it is hereby agreed between Oconee County and the City of Seneca that:

1. The Intergovernmental Agreement dated as of November 12, 2013, is hereby amended in the following regards and particulars:

A. The City of Seneca hereby affirms its consent and continues to consent to the creation by Oconee County, in conjunction with a partner county (Pickens County), of an MCIP within or to be within the City of Seneca, containing, among other possible properties, the Serene Hospitality, LLC property, and the Technology Solutions of SC, Inc. property, all dependent upon the County agreeing to the following terms.

B. Oconee County and the City of Seneca hereby agree that the County's distribution of fee in lieu of tax revenues from the MCIP which is the subject of this Agreement shall protect and include distribution to the City of Seneca of the City's proportionate (based upon the City's proportionate percentage of millage levied within the MCIP, compared to the overall millage levied within the MCIP, in the year of taxation) fee in lieu of tax revenues from the MCIP, in the year of taxation, following distribution to the MCIP partner county (Pickens County) of the partner county's MCIP fee payment (1%), and distribution of any SSRs or SSRBs authorized by the City or County, or both.

C. The City and the County may each, without approval of or consultation with the other, authorize the use of SSRs or SSRBs, or both, based on use of their own MCIP FILOT revenue (based on their own, respective, millage levies). For the issuance or authorization of SSRs or SSRBs using any other MCIP FILOT revenue, the approval of both the City and County, by resolution, respectively, of each (which approval is subject to normal legislative approval process) is required. The City and County hereby agree to the County authorizing a SSR to Serene Hospitality, LLC, in the amount of up

to Seven Hundred Thousand Dollars (\$700,000) to partially reimburse Serene Hospitality, LLC for infrastructure for its Project, to be taken at the rate of \$35,000 credit against taxes paid for its Project in the MCIP, annually for twenty (20) years, if Serene Hospitality, LLC maintains its Project in the MCIP that long.

D. The County and the City agree that the County shall make and has made the Grant to the City in the total amount of One Million Dollars (\$1,000,000), on the following terms and conditions:

(1) The Grant is to be and has been used by the City exclusively for economic development infrastructure (as defined in Section 4-29-68 of the South Carolina Code of Laws, 1976, as amended) serving, and making possible, the Serene Hospitality, LLC Project;

(2) The Grant will be and has been paid to the City by the County in two equal payments of Five Hundred Thousand Dollars (\$500,000) each, the first at the time construction began on the Serene Hospitality, LLC Project and the second at the time the final required approval for use and occupancy of Serene Hospitality, LLC, was given by all appropriate and required authorities;

(3) The City utilized and paid out the first half of the Grant in proportionate ratios to its own funds paid out for the Serene Hospitality, LLC Project;

(4) The City and the County had agreed that, should the Serene Hospitality, LLC Project not be completed and opened for commercial, hotel use within eighteen (18) months after the first half of the Grant being made to the City, the County's obligation to pay the second half of the Grant to the City would automatically be cancelled and voided without further action by City or County required, absent extraordinary, intervening circumstances, such as an Act of God, and absent further agreement between City and County, and the City would return any unused portion of the first half of the Grant to the County, along with a proportionate (based on the respective City/County contributions to the Project) of any monies recovered by the City from Serene Hospitality, LLC. The Serene Hospitality, LLC hotel was opened within said eighteen (18) months, so that condition was met and this provision is now moot.

(5) In using the County Grant, the City will follow and did follow all of its own laws, procedures, regulations, and practices for use of public funds and will provide County with a periodic (at least quarterly) summary of the use of County economic development Grant funds.

2. All other terms and provisions of the Intergovernmental Agreement dated as of November 12, 2013, remain in full force and effect, except as amended herein, explicitly or by implication.

3. Should any part, term, or provision of this Amending Intergovernmental Agreement be finally declared to be invalid or otherwise enforceable by any court of competent jurisdiction, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder, all of which are hereby declared to be separable.

4. Agreed upon and entered into as of the 1<sup>st</sup> day of January, 2014.

Witness:

\_\_\_\_\_  
\_\_\_\_\_

OCONEE COUNTY, SOUTH CAROLINA

By:

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

Witness:

\_\_\_\_\_  
\_\_\_\_\_

CITY OF SENECA, SOUTH CAROLINA

By:

\_\_\_\_\_

Its: Mayor

## INFRASTRUCTURE FINANCING AGREEMENT

THIS INFRASTRUCTURE FINANCING AGREEMENT (the "Agreement"), dated as of \_\_\_\_\_, 2014 (the "Agreement"), between OCONEE COUNTY, SOUTH CAROLINA, a body politic and corporate, and Serene Hospitality, LLC, a limited liability company authorized to do business in South Carolina, (the "Company").

### WITNESSETH:

**WHEREAS**, the County, acting by and through its County Council (the "County Council") is authorized by Title 4 of the Code of Laws of South Carolina 1976, as amended (the "Code"), to provide special source revenue credits, 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, and sections 4-1-170 and 4-29-68 of the Code for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County; and

**WHEREAS**, in accordance with the provisions of Oconee County Ordinance 2012-17, enacted on September 17, 2013, and the Agreement(s) which it authorized, the Company has previously committed to expand by construction and purchase, certain hotel facilities in the County, including paying a portion of the cost of certain infrastructure of the County serving the expansion (the "Project"); and

**WHEREAS**, the County and Pickens County, South Carolina have established a joint county industrial and business park (the "Park"), with the consent of the City of Seneca, pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code and that certain MCIP Agreement dated November 18, 2013; and

**WHEREAS**, the property on which the Project is located is included within the Park; and

**WHEREAS**, pursuant to the provisions of the Park Agreement (as defined herein), and an Intergovernmental Agreement (as amended) (the "Amending Intergovernmental Agreement") between the County and the City of Seneca, South Carolina (the "City"), the owners of all property located within the Park are obligated to make or cause to be made payments-in-lieu of tax to the County, which such payments-in-lieu of tax are to be distributed according to the Park Agreement and the Amending Intergovernmental Agreement, to Pickens County and to Oconee County, in the total amount equivalent to the *ad valorem* property taxes or negotiated fees-in-lieu of taxes that would have been due and payable but for the location of the property within the Park; and

**WHEREAS**, pursuant to and as explained in the Ordinance 2012-17, the County agreed to provide special source revenue credits (SSRC's) to reimburse the Company for a portion of



the Company's costs of eligible and qualifying Infrastructure (as defined herein) for the Project by means of providing an annual credit of up to Fifty Thousand Dollars (\$50,000) against the Net Fee Payments (as defined herein) paid by the Company on behalf of the Project and adjacent parcels of real property owned by the Company in the Park for a period of up to twenty (20) years, up to a total of One Million Dollars (\$1,000,000) as part of an overall incentive package, for the Project, from the City and the County of Three Million Dollars (\$3,000,000), based on the developer investing Ten Million Dollars (\$10,000,000) in the Project; and

**WHEREAS**, after completion of the Project, the actual investment made by the Company is now known, and the terms of the SSRC's can be spelled out more precisely, to match the actual amount of the Company's expenditures on the Project and its infrastructure; and

**WHEREAS**, the developer invested Nine Million Dollars (\$9,000,000) in the Project, a ten percent (10%) decrease from the expected investment of Ten Million Dollars (\$10,000,000), so the County, by this Agreement, will decrease the total incentives for the Project by a similar ten percent (10%), or by a total reduction of Three Hundred Thousand Dollars (\$300,000); and

**WHEREAS**, by Ordinance No. 2014-06, duly enacted by the County Council on April 15, 2014, following a public hearing conducted on April 1, 2014, in compliance with the terms of the Act (as defined herein), the County Council of the County has duly authorized execution and delivery of this Agreement, to define the actual terms of the SSRC to be provided to the Company, in accordance with the terms of the Amending Intergovernmental Agreement.

**NOW, THEREFORE**, in consideration of the respective 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, Chapters 1 and 29 of Title 4 of the Code of Laws of South Carolina 1976, as amended.

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

"City" shall mean the City of Seneca, South Carolina, a South Carolina municipal corporation.

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

“Company” shall mean, collectively, Serene Hospitality, LLC, a limited liability company duly authorized to do business in South Carolina, and its successors and assigns.

“Cost” or “Cost of the Infrastructure” shall mean, to the extent permitted by the Act, 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 real property, labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the costs 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 costs are 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 of any kind which may 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.

“County Council” shall mean the County Council of the County.

“Event of Default” shall mean, with reference to this Agreement, the occurrence described in Section 6.01 hereof.

“Fee Payments” shall mean payments-in-lieu of taxes made by the Company with respect to the Project and adjacent parcels of real property owned by the Company by virtue of their location in the Park, as such parcels are described in the Park Agreement.

“Infrastructure” shall mean, with respect to the Project, (i) land purchase and grading, (ii) the buildings, roads, water and sewer facilities and other utilities serving the Project (to the extent not paid for with state, local or federal grants), (iii) all land, improvements, and fixtures attached to and so related to any of the property described in the foregoing clauses as to be considered an integral part of such property, and (iv) personal property of the Company used in the Company’s manufacturing processes at the Project (“M&E”), all to the extent qualified as infrastructure under the Act and only to the extent placed in service during the Initial Investment Period.

“Infrastructure Credit” or “Credit” shall mean the special source revenue credit, or SSRC, in the amount set forth in Section 3.02 hereof against the Company’s Net Fee Payments as authorized by the Act to reimburse the Company for a portion of the Cost of the Infrastructure.

“Initial Investment Period” shall mean the first day that real or personal property comprising the Project is purchased or acquired and ending five (5) years after the last day of the company’s property tax year during which Project property is initially placed in service.

“Multi-County Fee” shall mean the fee payable by the County to Pickens County, South Carolina, pursuant to the Park Agreement.

“Net Fee Payments” shall mean the Fee Payments retained by the County after payment of the Multi-County Fee.

“Ordinance” shall mean Ordinance No. 2014-06 enacted by the County Council of the County on April 15, 2014, authorizing the execution and delivery of this Agreement.

“Park Agreement” shall mean the joint county industrial and business park agreement entered into by and between the County and Pickens County, South Carolina, with the consent of the City of Seneca, South Carolina, as from time to time amended.

“Park” shall mean the Joint County Industrial and Business Park established by the County and Pickens County pursuant to the terms of the Park Agreement.

“Project” shall mean the Company’s acquisition by construction or purchase of certain land, buildings, equipment, furnishings, structures, fixtures, appurtenances and other materials for hotel and related operations in the Park within the County, only to the extent that such property be placed in service during the Initial Investment Period.

“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.

## 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 of the County, 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, only, of the Cost of the Infrastructure for the purpose of promoting the economic development of the County.

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

(d) To the best of its knowledge, the authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree or order, or any provision of the South Carolina 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) There is not, to the County's knowledge, any action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, 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 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 in good standing, under the laws of the State of South Carolina, has the 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) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, will not result in a material breach of any of the terms, conditions, or provisions of any Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound, will not constitute a default under any of the foregoing, and will not 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 provision of Infrastructure Credits to the Company to reimburse the Company for a portion of the cost of the Infrastructure by the County has been instrumental in inducing the Company to acquire, construct and maintain the Project in the County and in the State of South Carolina.

(e) There is not, to the Company's knowledge, any action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board,

which is pending or threatened challenging the creation, organization or existence of the Company or its governing body or the power of the Company to enter into the transactions contemplated hereby, or wherein an unfavorable decision, ruling or finding would adversely affect the enforceability, of this Agreement or any other agreement or instrument to which the Company 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 Company is there any basis therefor.

SECTION 2.03. Covenants of the 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 or any other political subdivision of the State.

SECTION 2.04. Covenants of the Company.

(a) The Company has invested, or will invest during the Initial Investment Period, not less than Nine Million Dollars (\$9,000,000) in the overall Project.

(b) The Company shall hold harmless Indemnified Parties (as defined herein) against and from all claims by or on behalf of any person, firm or company arising from the conduct or management of, or from any work or thing done on the Project, during the term of the Agreement, except for those proximately caused by the gross negligence or willful misconduct of such Indemnified Parties. The Company shall further indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the term of the Agreement directly from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under the Agreement, (iii) any act of the Company or any of its agents, contractors, servants, employees or licensees, involving the Project, (iv) any act of any assignee or sublessee of the Company or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company involving the Project, or (v) any environmental violation, condition, or effect on, upon or caused by the Project except for those proximately caused by the gross negligence or willful misconduct of such Indemnified Parties. The Company, as to the Project, shall 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, except for those proximately caused by the gross negligence or willful misconduct of such

Indemnified Parties and upon notice from an Indemnified Party, the Company, respectively, shall defend it in any such action, prosecution or proceeding with legal counsel reasonably acceptable to the County.

Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the execution of this Agreement, by reason of the performance of any act requested of it by the Company, or by reason of the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the Indemnified Parties should incur any such pecuniary liability, then in such event the Company, as to the Project, shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or company, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company, as to the Project, shall defend them in any such action or proceeding with legal counsel reasonably acceptable to the County.

These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after closing which the County and Company are requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

(c) The Company shall pay the reasonable and necessary expenses, including the ordinary and reasonable attorneys' fees, incurred by the County with respect to the Project and this Agreement; provided, however, that no such expense shall be considered owed by the Company unless and until the County furnishes to the Company a statement or invoice in writing indicating the reason such expense has been or will be incurred and either estimating the amount of such expenses or stating the basis on which the expense has been or will be computed.

(d) The Company will provide sufficient information to the County legal and economic development staff, including, without limitation, copies of property tax filings made by the Company to the S.C. Department of Revenue with regard to the Project and the Company's other property in the Park, to allow County staff to verify the company's investment, jobs creation, and credits received hereunder, annually. Further, the Company will reasonably cooperate with County in performing such verification. In return, whenever such filings or cooperation involve the use of confidential, proprietary, or business secret information which can be lawfully exempted from public disclosure, and the Company identifies such information to the County, the County will reasonably cooperate with the Company to restrict disclosure of such filings or information to just that which is legally required to be disclosed.

### ARTICLE III

#### INFRASTRUCTURE CREDIT

**SECTION 3.01. Payment of Cost of Infrastructure.** The Company agrees to pay, or cause to be paid, the Costs of the Infrastructure as and when due. The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Infrastructure Credit received by the Company. The Company agrees to complete the acquisition and construction of the Infrastructure pursuant to the plans and specifications approved 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. Special Source Revenue Credits.**

(a) Commencing with the first Fee Payment by the Company due with respect to the property tax year in which Project property is initially placed in service, and continuing for up to nineteen (19) consecutive annual Fee Payments thereafter (for a total of up to twenty (20) annual Fee Payments), the County shall hereby provide an annual Infrastructure Credit of up to Thirty-five Thousand Dollars (\$35,000) of the Net Fee Payments made by the Company on behalf of the Project and adjacent parcels of real property presently owned by the Company in the Park, pursuant to the Park Agreement, which is not already receiving either the manufacturing abatement under Section 12-37-220 of the Code, an existing infrastructure credit, or a negotiated FILOT arrangement under Section 4-29-67, Section 4-12-10, *et. seq.* or Section 12-44-10 *et. seq.*, South Carolina Code, 1976, as amended, subject to the following limitations and requirements: (1) as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Infrastructure Credit received by the Company, (2) the Company shall not claim total or partial abatement of *ad valorem* property taxes as to any property for which an Infrastructure Credit is given, and (3) once the Company has realized and received the Infrastructure Credit for either a total of twenty (20) consecutive annual fee payments, or a cumulative total of Seven Hundred Thousand Dollars (\$700,000), whichever comes first, unless sooner terminated as provided herein, the Infrastructure Credit provided hereunder shall end. THIS AGREEMENT AND THE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, 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 CREDITS.

(b) Notwithstanding anything herein to the contrary, if the Company does not invest at least Nine Million Dollars (\$9,000,000) in the Project by the end of the Initial Investment Period then the Infrastructure Credit provided hereby shall terminate, prospectively, from that point forward and no further Infrastructure Credits will be owed or taken, hereunder.

(c) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Net 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 Net Fee Payments.

(d) As set forth in Section 4-29-68(A)(2)(ii) of the Code, to the extent that the Infrastructure Credit is used as payment for personal property comprising a portion of the Infrastructure, including machinery and equipment, and the personal property is removed from the project at any time during the twenty (20) year term of the Infrastructure Credit, the amount of the fee in lieu of taxes due on such personal property for the year in which the personal property was removed from the Project also shall be due for two years immediately following the removal. If personal property comprising a portion of the Infrastructure is removed from the Project but is replaced with qualifying replacement property, then the Infrastructure personal property will not be considered to have been removed from the property.

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

SECTION 4.02. Transfer of Project. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law and the provisions of the Inducement Agreement, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to others. No sale, lease, conveyance, or grant shall relieve the County from the County's obligations to provide the Infrastructure Credit to the Company's assignee of such payments under this Agreement, provided (a) such assignee continues to make Fee Payments pursuant to the Park Agreement in the same manner and to the same extent as required of the Company, and (b) such assignment is consummated in accordance with the provisions of the Inducement Agreement.

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



## ARTICLE V

### DEFAULTS AND REMEDIES

**SECTION 5.01. Events of Default.** If the County or Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the County or Company, respectively, to be performed, which failure shall continue for a period of thirty (30) days after written notice by the other specifying the failure and requesting that it be remedied is given to the County or Company, respectively by first-class mail, the County or Company, respectively shall be in default under this Agreement (an "Event of Default").

**SECTION 5.02. Legal Proceedings by Company or County.** Upon the happening and continuance of an Event of Default, then and in every such case the Company or County 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 other to carry out any agreements with or for its benefit and to perform the duties of the other under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) exercise any or all rights and remedies in effect in the State of South Carolina, or any applicable law, as well as all other rights and remedies possessed by the Company or County; or

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

**SECTION 5.03 Remedies Not Exclusive.** No remedy in this Agreement conferred upon or reserved to the Company or County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

**SECTION 5.04. Nonwaiver.** No delay or omission of the Company or 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 County may be exercised from time to time and as often as may be deemed expedient.

## ARTICLE VI

### MISCELLANEOUS

SECTION 6.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, and for the benefit of, the County or Company, shall, to the extent permitted by law, bind and inure to the benefit of the successors of each from time to time, and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County or Company shall be transferred.

SECTION 6.02. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any 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 6.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credit shall be construed and enforced as if the illegal or invalid provision had not been contained herein or therein. Further, if the Infrastructure Credit is held to be illegal or invalid, to the extent permitted by law and at the expense of the Company, the County agrees to issue a special source revenue bond in place of the Infrastructure Credit provided for herein, such special source revenue bond to provide for the same economic benefit to the Company which would otherwise be enjoyed by the Company for the duration of the Infrastructure Credit.

SECTION 6.04 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 of 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 Agreement or the Infrastructure Credit or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 6.05 Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

As to the County:

Oconee County, South Carolina  
Attn: County Administrator  
P. O. Box 8002  
Oconee, South Carolina 29622

As to the Company:

Serene Hospitality, LLC

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The County and the Company may, by notice given as provided by this Section 7.05, designate any further or different address to which subsequent notices, certificates, requests or other communications shall be sent.

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

SECTION 6.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

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

SECTION 6.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.10. Conflict Between Transactional Documents. To the extent of any conflict between this Agreement and the Inducement Agreement dated as of \_\_\_\_\_, 2014 between the County and the Company, this Agreement shall control.

[EXECUTION PAGE FOLLOWS]

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

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Joel Thrift, Chairman  
Oconee County Council  
Oconee County, South Carolina

By: \_\_\_\_\_  
Scott Moulder, County Administrator  
of Oconee County, South Carolina

(SEAL)

ATTEST:

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

**Serene Hospitality, LLC**

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

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

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2014-13**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE TAX CREDIT AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT MAY; 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, as defined in the Act, with respect to any such project; and

WHEREAS, Project May, a limited liability company duly organized under the laws of the State of South Carolina (the "Company"), has requested the County to participate (i) in executing an Infrastructure Tax Credit Agreement (the "Infrastructure Tax Credit Agreement" or "ITC Agreement") for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain machinery, apparatus, and equipment, for the purpose of the manufacturing of metal products (the "Project") for which the minimum level of new taxable investment will be not less than Seven Million Dollars (\$7,000,000) 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 Council will enter into and execute the aforesaid Infrastructure Tax Credit Agreement and to that end has, by this Ordinance, authorized the execution of an ITC Agreement; 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 site at which the Project is located in a multi-county industrial/business park between the County and Pickens County (the "Park") under and pursuant to the provisions of the Act; and

WHEREAS, the County is authorized by the provisions of the Act to provide an infrastructure tax credit (the "Infrastructure Tax Credit"), secured by and payable solely from revenues of the County from payments in lieu of taxes in the Park pursuant to Article VIII, Section 13 of the South Carolina Constitution and the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County and the Project ("Project Infrastructure") in order to enhance the economic development of the County; and

WHEREAS, to the extent within its authority and control, 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, to provide an Infrastructure Tax Credit against payments in lieu of taxes from the Project in the Park in an annual amount equal to twenty percent (20%) of the payments in lieu of taxes allocated to the County taxing entities pursuant to the agreement creating the Park (the "Park Agreement") for five (5) consecutive years of fee in lieu of tax payments by the Project in the Park pursuant to the Park Agreement, beginning with the payment due (without penalty on or before January 15, 2016 and such that the Infrastructure Credit will never exceed, at any point in time, the actual cost of Project Infrastructure to that point. Further, this Infrastructure Tax Credit shall be applied solely to the Project's taxable investment in the Park in calendar year 2014 and 2015.

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 develop a manufacturing facility in the State, and acquire by acquisition or construction and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of the development a facility that manufactures metal products, 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) The Project, the payments in lieu of taxes set forth herein, and the new jobs created are beneficial to the County;

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

(c) 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;

(d) 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;

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

(f) 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 in the amount of Twenty percent (20%) of the Fee Payments from the investments in the Project in the Park pursuant to the Park Agreement in calendar years 2014 and 2015.

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 Fee Payments represented by the Infrastructure Tax Credit provided by the County which shall be payable solely as a credit against Fee Payments due by the Company to the County for the Project in the Park.

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 \_\_\_\_\_ 2014.

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

First Reading: April 15, 2014  
Second Reading: May 6, 2014  
Public Hearing:  
Third Reading:

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** May 6, 2014  
**COUNCIL MEETING TIME:** 6:00 PM

**ITEM TITLE [Brief Statement]:**

- 1. First Reading of Ordinance 2014-14 [in title only]:** AN ORDINANCE TO IMPOSE A ONE PERCENT CAPITAL PROJECT SALES TAX, SUBJECT TO A REFERENDUM, WITHIN OCONEE COUNTY, SOUTH CAROLINA, PURSUANT TO THE CAPITAL PROJECT SALES TAX ACT, AS CODIFIED IN §4-10-300, ET SEQ., OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED (THE "ACT"), TO SPECIFY THE PURPOSES, PROJECTS AND FACILITIES FOR WHICH THE PROCEEDS OF SUCH TAX MAY BE USED; TO PROVIDE THE MAXIMUM TIME FOR WHICH SUCH TAX MAY BE IMPOSED; TO PROVIDE THE MAXIMUM AMOUNT OF GENERAL OBLIGATION BONDS TO BE ISSUED TO PROVIDE FOR THE PAYMENT OF ANY COSTS OF THE PROJECTS AND FACILITIES AND TO PLEDGE SUCH TAX TO THE PAYMENT OF THE BONDS; TO PROVIDE THE MAXIMUM COST OF THE PROJECTS OR FACILITIES TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX OR BONDS; TO PROVIDE THE MAXIMUM AMOUNT OF NET PROCEEDS OF THE TAX EXPECTED TO BE USED TO PAY THE COST OF THE PROJECTS OR DEBT SERVICE ON THE BONDS; TO ORDER A REFERENDUM PRESCRIBED BY THE ACT TO BE CONDUCTED BY THE OCONEE COUNTY REGISTRATION AND ELECTIONS COMMISSION; TO PROVIDE FOR THE ADMINISTRATION OF SUCH TAX; AND OTHER MATTERS RELATING THERETO.

- 2. Rank Projects for Inclusion in Ordinance 2014-14 at second reading**

**BACKGROUND DESCRIPTION:**

Council at their April 15, 2014 accepted the recommendation from the Capital Project Sales Tax Commission [CPSIC] including the project list, project costs & funding recommendation and directed staff to have ordinance ready for first reading for May 6, 2014, Council meeting.

Council is responsible for prioritizing the list presented by the CPSIC. To facilitate ranking discussions at the May 6<sup>th</sup> meeting; individual ranking sheets are attached to this AIS for completion prior to the meeting. Sheets will be provided to the Clerk who will compile and have results reading for discussion at the meeting for **Ordinance 2014-14**.

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

None

**FINANCIAL IMPACT [Brief Statement]:**

None

**ATTACHMENTS**

Individual Ranking Sheet for Projects

**STAFF RECOMMENDATION [Brief Statement]:**

It is the staff's recommendation that Council [1] take first reading of **Ordinance 2014-14 in title only**, and [2] discuss and adopt project ranking for inclusion at second reading of **Ordinance 2014-14** at this meeting.

**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.*



**OCONEE COUNTY COUNCIL / Capital Project Sales Tax Project Referendum List  
PROJECT RANKING SUMMARY SHEET**

\$11,000,000	\$6,705,000	\$7,700,000	\$1,300,000	\$1,040,000	\$4,374,280	\$2,034,280	\$1,150,000	\$425,000	\$73,620
Indoor Recreation / Aquatic Center	Foothills Ag - Resource Center	Library System Enhancement / Seneca Branch	Library System Enhancement / Westminster Branch	Library System Enhancement / Walhalla Branch	Golden Corner Comm Center / Southern Library Branch	Library System Enhancement / Salem Branch	Northern Economic Development	Oconee Heritage Center Multi-Site Renovations	Recreation / Senior Center

*Each Reviewer will rank the projects from 1 to 10.*

*Each Reviewer will rank the projects with **10 being the most important project** and 1 being the least important project.*

*Reviewers must rank each project listed above.*

*Ranking Sheets are anonymous intentionally.*

**PLEASE GIVE SHEET TO CLERK PRIOR TO MAY 6, 2014 MEETING SO THAT TOTALS MAY BE COMBINED, DISTRIBUTED & DISCUSSED.**



**OCONEE COUNTY COUNCIL / Capital Project Sales Tax Project Referendum List**

**PROJECT RANKING SUMMARY SHEET**

	\$11,000,000	\$6,705,000	\$7,700,000	\$1,300,000	\$1,040,000	\$4,374,280	\$2,034,280	\$1,150,000	\$425,000	\$736,200
REVIEWER	Indoor Recreation / Aquatic Center	Foothills Ag - Resource Center	Library System Enhancement / Seneca Branch	Library System Enhancement / Westminster Branch	Library System Enhancement / Walhalla Branch	Golden Corner Comm Ctr / Southern Library Branch	Library System Enhancement / Salem Branch	Northern Economic Development	Oconee Heritage Center Multi-Site Renovations	Recreation / Senior Center
1	10	8	9	5	1	7	3	4	2	6
2	10	7	9	8	4	5	3	6	1	2
3	0	2	0	0	0	0	0	1	3	0
4	8	1	10	7	6	4	3	9	2	5
<b>Totals</b>	28	18	28	20	11	16	9	20	8	13

**Preliminary Capital Sales Tax Project Ranking**

1	5	1	3	8	6	9	3	10	7
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*Ties Denoted in RED.*

**FINAL CAPITAL SALES TAX PROJECT RANKING**

0	0	0	0	0	0	0	0	0	0
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**OCONEE COUNTY COUNCIL / Capital Project Sales Tax Project Referendum List**

**PROJECT RANKING SUMMARY SHEET**

	\$11,000,000	\$6,705,000	\$7,700,000	\$1,300,000	\$1,040,000	\$4,374,280	\$2,034,280	\$1,150,000	\$425,000	\$736,200
REVIEWER	Indoor Recreation / Aquatic Center	Foothills Ag - Resource Center	Library System Enhancement / Seneca Branch	Library System Enhancement / Westminster Branch	Library System Enhancement / Walhalla Branch	Golden Corner Comm Ctr / Southern Library Branch	Library System Enhancement / Salem Branch	Northern Economic Development	Oconee Heritage Center Multi-Site Renovations	Recreation / Senior Center
1	10	8	9	5	1	7	3	4	2	6
2	10	7	9	8	4	5	3	6	1	2
3	1	8	3	2	5	4	7	10	9	6
4	8	1	10	7	6	4	3	9	2	5
<b>Totals</b>	29	24	31	22	16	20	16	29	14	19

Preliminary Capital Sales Tax Project Ranking

2	4	1	5	8	6	8	2	10	7
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*Ties Denoted in RED.*

<b>FINAL CAPITAL SALES TAX PROJECT RANKING</b>									
0	0	0	0	0	0	0	0	0	0



**OCONEE COUNTY COUNCIL / Capital Project Sales Tax Project Referendum List**

**PROJECT RANKING SUMMARY SHEET**

	\$11,000,000	\$6,705,000	\$7,700,000	\$1,300,000	\$1,040,000	\$4,374,280	\$2,034,280	\$1,150,000	\$425,000	\$736,200
REVIEWER	Indoor Recreation / Aquatic Center	Foothills Ag - Resource Center	Library System Enhancement / Seneca Branch	Library System Enhancement / Westminster Branch	Library System Enhancement / Walhalla Branch	Golden Corner Comm Ctr / Southern Library Branch	Library System Enhancement / Salem Branch	Northern Economic Development	Oconee Heritage Center Multi-Site Renovations	Recreation / Senior Center
1	10	8	9	5	1	7	3	4	2	6
2	10	7	9	8	4	5	3	6	1	2
3	1	8	3	2	5	4	7	10	9	6
4	8	1	10	7	6	4	3	9	2	5
<b>Totals</b>	<b>29</b>	<b>24</b>	<b>31</b>	<b>22</b>	<b>16</b>	<b>20</b>	<b>16</b>	<b>29</b>	<b>14</b>	<b>19</b>

**Preliminary Capital Sales Tax Project Ranking**

2	4	1	5	8	6	8	2	10	7
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*Ties Denoted in RED.*

**FINAL CAPITAL SALES TAX PROJECT RANKING**

3	4	1	5	9	6	8	2	10	7
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**PROCUREMENT - AGENDA ITEM SUMMARY**  
**OCONEE COUNTY, SC**

COUNCIL MEETING DATE: May 6, 2014

**ITEM TITLE:**

**Procurement #:** ITB 13-13      **Title:** Tellabs Equipment      **Department(s):** Broadband/FOCUS      **Amount:** \$250,000.00

**FINANCIAL IMPACT:**

**MULTI-TERM CONTRACTS:** Term length: one year with four one year renewals for a total of five years.  
Requesting authorization for Administrator to renew agreements through contract term:  Yes  No  
Finance Approval: Mark H. Sullivan

**BACKGROUND DESCRIPTION:**

This bid for Tellabs/Coriant equipment asked bidders to provide a discount off retail list prices. This is a term contract bid for a one year period, renewable for four additional years, if the County accepts the discount off list price for future renewals. All bidders responding to this bid must be Authorized Partners for Tellabs equipment as specified by Tellabs Manufacturing. This bid is to be considered a "NO SUBSTITUTE" for the brand name "TELLABS/CORIAN" as the County has determined that these are the only brands of optical switching equipment that meet all of our needs "End to End" and they must match other Tellabs equipment already installed.

On April 8, 2014, formal sealed bids were opened for Tellabs Equipment. Four (4) authorized Tellabs partners were originally notified of this bid opportunity. Only one authorized partner responded, and the discounts provided were acceptable.

**SPECIAL CONSIDERATIONS OR CONCERNS :**

The dollar amount requested for approval is an estimated amount to be spent in a one year period. The majority of the costs of this equipment will be reimbursed by revenue from Broadband/FOCUS customers.

**ATTACHMENT(S):**

1. Bid Tab

**STAFF RECOMMENDATION :**

It is the staff's recommendation that Council (1) approve the award of ITB 13-13 for Tellabs Equipment to Core Telecom Systems, Inc., of St. Louis, MO, not to exceed \$250,000.00 in a one year period and (2) authorize the County Administrator to approve the renewal of this award, not to exceed four (1) one year renewals.

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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**PROCUREMENT - AGENDA ITEM SUMMARY**  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 6, 2014

**ITEM TITLE:**

**Title:** Coroner's Building/Sheriff Substation

**Department(s):** Sheriff/Coroner

**Amount:** \$315,342.30

**FINANCIAL IMPACT:**



Procurement was approved by Council in Fiscal Year 2013/2014 budget process.



CONTINGENCY FUNDING: Amount/Percent: \$15,016.30 or 5%

Finance Approval: \_\_\_\_\_

**BACKGROUND DESCRIPTION:**


A new building for the Coroner was included in this year's budget, to be constructed on the grounds of Oconee Medical Center. In negotiating the building site, OMC requested that we also include the Sheriff's substation, which is currently housed in a mobile home near the front of the hospital grounds. This increased the size and requirements of the original building. In an effort to keep construction costs as low as possible, the County's Facilities Maintenance Department completed the design development phase, by obtaining the survey, civil site drawings and design and construction documents. The County also obtained quotes from various subcontractors with the intention of building this totally in-house. Under the On Call Design Build, RFP #11-23, Procurement requested quotes from the four (4) approved Design Build Contractors for comparison. Roebuck Buildings Co., Inc., of Roebuck, SC provided the lowest quote of \$300,326.00. It was determined that there would not be a significant savings if we proceeded in-house and the Facilities Maintenance Department did not have the man power to complete this in a timely manner. The County intends to use the Road Department to provide the site preparation work. The materials for the site work are estimated at \$20,000 and this is not included in Roebuck's award amount.

**ATTACHMENT(S):**


1. Bid Tab
2. Roebuck Proposal

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council approve the award of \$ 315,342.30 (includes \$15,016.30 owner contingency) to Roebuck Buildings, Co., Inc., of Roebuck, SC to construct the Coroner/Substation building.

Submitted or Prepared By:   
Robyn Courtright, Procurement Director

Approved for Submittal to Council: \_\_\_\_\_

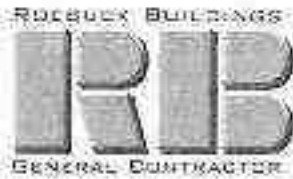
  
T. Scott Moulder, County Administrator

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**Coroner's Building  
Quotes from Design Builders**

<b>Bidders</b>	<b>J. Davis Construction</b>	<b>Hogan Construction</b>	<b>Roebuck Buildings, Inc.</b>	<b>Trehel Corporation</b>	
<b>Address</b>	<b>Westminster, SC</b>	<b>Greenville, SC</b>	<b>Roebuck, SC</b>	<b>Clemson, SC</b>	
Coroner's Building per plans submitted	\$351,258.67	\$394,825.00	\$300,326.00	NO BID	



## SCOPE OF WORK

RIDEBECK BUILDINGS, INC. • WWW.RIDEBECKBUILDINGS.COM  
2001 S. Highway 101 • P.O. Box 100 • Ocala, Florida 34468  
Phone: (352) 225-8350 • Fax: (352) 225-0000 • Toll: (800) 587-1563

## OCONEE COUNTY CORONERS OFFICE

March 27, 2014

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## **DETAILED SCOPE OF WORK**

### **Division One – General Requirements**

1. Site Supervision as Needed
2. General Cleaning
3. Project Schedule
4. Project Management Services

### **Division Two – Sitework & Exterior Improvements**

1. Main Water Line from Tap into Building (Tap by Others)
2. Exterior 4" Sidewalks – Per Civil Plan

### **Division Three – Concrete Work**

1. Building Pad and Footing per Drawings and/or Code/Structural Requirements
  - A. All Footings are designed by professional engineer
  - B. All foundations concrete shall develop a compressive strength of 3,000 psi at 28-days
  - C. Reinforcing bars will be Grade 60 deformed steel
  - D. 4" Stone base beneath building pad
  - E. Vapor barrier is included
2. Exterior Concrete Stoops
  - A. 8"x8" Turn Down Edges
  - B. Broom finish for protection
5. Miscellaneous Concrete
  - A. All mechanical pads are included at 4" thick – 3,000 PSI

### **Division Four - Masonry**

1. Masonry Veneer
  - A. Finished masonry veneer product is included, selection TBD by owner

### **Division Five – Metals & Miscellaneous Steel**

1. Steel Railing at Mechanical Platform
  - A. Painted 2-Line steel handrail is included at rooftop mechanical platform
2. Aluminum Canopy at Rear of Building
  - A. Standard exterior graded aluminum per plans

### **Division Six – Woods**

1. Rough Framing
  - A. Truss Roof
  - B. 2x4 Wall Framing
  - C. All required 2x10 structural headers
  - D. All required blocking
  - E. Attic Access Platforms
2. Architectural Wood
  - A. Base Cabinet and Plastic Laminate Top in Break Room
  - B. Wood Door Casing

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### **Division Seven - Roofing**

1. Asphalt Shingle Roof
  - A. 30-Year Architectural roof shingles for main building roof
  - B. Ice and Water Underlayment at all Valleys
  - C. Ridge Vent as required
  - D. Felt Underlayment across roof surface
  - E. Gutters/Downspouts
2. TPO at Mechanical Platform
  - A. 20 Year TPO system at Mechanical Platform, and all required flashings, etc.

### **Division Eight – Doors, Frames, Hardware, & Windows**

1. Hollow Metal Doors & Frames
  - A. (2) Exterior Hollow Metal Doors per Drawings
2. Solid Core Wood Doors
  - A. Paint Grade – Solid core 6 panel wood doors, with wood casing
3. Door Hardware
  - A. All required Door Hardware Material
4. Vinyl Windows
  - A. Low-E, Energy Efficient Exterior Vinyl Windows

### **Division Nine - Finishes**

1. Painting
  - A. All Sheetrock Surfaces
  - B. Metal Handrails
  - C. Solid Core, and Wood Doors
  - D. Door Casing
2. VCT Flooring – 353 sq ft
3. Carpet - 163 Sq Yards
4. Ceramic Tile in Staff Toilet
5. Sealed Concrete Floors in all other areas

### **Division Ten - Specialties**

1. Fire Extinguishers and Cabinets
  - A. (4) FE (wall-mounted) at Production
2. Exterior Aluminum Canopy
  - A. (1) Exterior Grade Aluminum Canopy

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**Division Fifteen – Mechanical**

- 1. HVAC**
  - A. HVAC to Meet Code Requirements
- 2. Plumbing**
  - A. Plumbing to Meet Code Requirements

**Division Sixteen – Electrical**

- 1. Electrical**
  - A. Electrical to Meet Code Requirements

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## **EXCLUSIONS**

1. Parking lot lighting
2. Rock excavation
3. Off-site borrow material
4. Off-site disposal of excavation
5. Removal/replacement of unsuitable soils
6. Removal/relocation/replacement of underground obstructions, pipe, etc.
7. Dewatering/in-ground water control
8. Smoke vents and skylights
9. Gas supply to meter
10. Rack sprinklers
11. Energy management systems
12. Independent test and balance of HVAC
13. UPS or emergency generator systems
14. Computer, telephone, paging, clock, and equipment
15. Temporary security
16. Payment and Performance Bond
17. Signage (Exterior & Interior)
18. Burglar Alarm System
19. Access Control System
20. CCTV
21. Existing power line/pole relocation and/or modification
22. Landscaping and/or irrigation
23. Fire alarm system
24. Asphalt/Curb and Gutter
25. Site Grading/ Sitework
26. Anything not included in the above scope of work, unless clearly depicted on the design documents

**Total Cost of Work:**

**\$300,326**



The steps to the state's proposed income tax increase. You can also check in our weekly updates database to your college, class or company [here](#) or use the "Reports" for the various state agencies. [State's Budget of 2014-2015](#)

## Senate committee votes to raise your county and municipal taxes

### Stealth tax increase

Published Sunday, May 4, 2014 at 3:55 AM

The S.C. Senate Finance Committee voted to increase your taxes last week, but it voted to do it in a way that will get the blame on county and municipal officials.

The senators on the committee wanted to expand the state's 4K program. That's a laudable goal, but it has a \$24 million price tag attached to it. Senators didn't want to trim expenses elsewhere, and don't have the political courage to raise taxes and take the blame for it. So they voted for a stealth tax increase, instead.

They voted to cut the money that is supposed to go to local governments. State law requires the General Assembly to give 4.5 percent of its general revenue to local governments. That's because the state requires local governments to provide various state services, including maintaining offices for state agencies and workers.

When the local governments are forced to provide those services, but they don't receive the money from the state to pay for them, they have no choice but to come to you, raising your taxes to cover the expenses.

This year, to obey the law, the General Assembly should be channeling \$287.5 million to local governments, but those local governments are only allocated \$213 million in the current state budget, according to The State newspaper.

Wednesday, the Senate Finance Committee voted to cut another \$25.8 million from the local government fund. The same day, the committee voted to give lawmakers a \$12,000 raise.

This is not the first year the state has shorted local governments. Lawmakers have been doing this since the economy went bad several years ago. Spartanburg County officials say that during the past five years, the county has received \$13 million less than the law requires. The problem with the law is that lawmakers control it. They can pass measures that allow them to violate this standing law.

The situation is bad enough that the Spartanburg County Council met with lawmakers to urge them to restore the funding. The county spends almost \$14 million annually to provide the functions the state requires of it. Spending that money keeps the county from using its revenue to repair local roads and provide other county services.

The bottom line is that senators were unwilling to cut their own programs and they were unwilling to raise state taxes, for which they would get the blame. So they took the easy road.

They took the money from the local government fund, knowing that counties and municipalities would have to raise taxes to make up the difference. And they know voters will blame the county and city councils for those tax increases. Yet somehow, they still found money for raises for themselves.

Don't let them get away with it. The next time you hear a state lawmaker brag about



**not raising state taxes, tell him or her that you know lawmakers have raised taxes,  
but they did it in a sneaky and cowardly manner.**

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### LGF figures

Anna Berger [ABerger@scac.sc]

Sent: Monday, May 05, 2014 4:18 PM

To: Council District 5

Cc: Tim Winslow [TWinslow@scac.sc]

Good afternoon, Mr. Dexter,

Tim asked me to send you the estimated FY14-15 LGF information for Oconee County:

As Passed by House: \$2,806,134

As Passed by Senate Finance (without surplus): \$2,594,419

Statutory Formula: \$3,807,895

If you have any questions or need additional information, please let us know.

Kind regards,

Anna

Anna B. Berger  
Director, Research and Training  
South Carolina Association of Counties  
Phone: 803.252.7255  
[www.sccounties.org](http://www.sccounties.org)

	FY 2014			FY2014		FY 2015 Proposed			FY 2015 Proposed	
	Budget	Revenue	Net Cost	20%	682,000	Budget	Revenue	Net Cost	20%	682,000
Assessor	1,104,197	2,500	1,101,697	220,339	86,593	1,117,560	2,500	1,115,060	223,012	91,800
Clerk of Court	736,715	618,576	118,139	23,628	9,286	715,863	618,576	97,287	19,457	8,009
Communications	1,588,883	28,000	1,560,883	312,177	122,686	1,540,544	28,000	1,512,544	302,509	124,524
Coroner	405,494	1,576	403,918	80,784	31,748	164,241	1,576	162,665	32,533	13,392
Dept. of Social Services	12,500	100,000	(87,500)	(17,500)	(6,878)	12,500	100,000	(87,500)	(17,500)	(7,204)
Detention Center	3,089,134	-	3,089,134	617,827	242,806	3,057,052	-	3,057,052	611,410	251,679
Emergency Mgt.	637,857	-	637,857	127,571	50,136	526,483	-	526,483	105,297	43,344
Health Department	82,313	-	82,313	16,463	6,470	82,277	-	82,277	16,455	6,774
Magistrates	738,385	372,500	365,885	73,177	28,759	716,385	372,500	343,885	68,777	28,311
Master in Equity	-	39,000	(39,000)	(7,800)	(3,065)	36,056	39,000	(2,944)	(589)	(242)
MIAP	160,626	-	160,626	32,125	12,625	160,626	-	160,626	32,125	13,224
Probate Court	383,191	153,526	229,665	45,933	18,052	389,082	153,526	235,556	47,111	19,393
Public Defender	200,000	-	200,000	40,000	15,720	210,000	-	210,000	42,000	17,289
Register of Deeds	328,283	501,576	(173,293)	(34,659)	(13,621)	317,820	501,576	(183,756)	(36,751)	(15,128)
Reg. and Elections	173,965	5,000	168,965	33,793	13,281	184,215	5,000	179,215	35,843	14,754
Solicitor	678,375	6,000	672,375	134,475	52,849	699,084	6,000	693,084	138,617	57,060
Veterans' Affairs	190,272	5,100	185,172	37,034	14,555	187,577	5,100	182,477	36,495	15,023
	10,510,190	1,833,354	8,676,836	1,735,367	682,000	10,117,365	1,833,354	8,284,011	1656802.2	682,000



## NOTES

### BUDGET, FINANCE & ADMINISTRATION COMMITTEE DUKE ENERGY, WORLD OF ENERGY CONFERENCE ROOM, SENECA, SC 29672 April 21, 2014

#### MEMBERS, OCONEE COUNTY COUNCIL

Mr. Reg Dexter, District V, Chairman  
Mr. Paul Corbeil, District I  
Mr. Wayne McCall, District II  
VACANT, District III  
Mr. Joel Thrift, District IV

NO RECORDING OF THIS MEETING WAS MADE

The Oconee County Budget, Finance & Administration Committee met at 12:00 PM with Tri-County Technical College at the Duke Energy, World of Energy Conference Room to receive their budget presentation. All Council Members [except Mr. McCall]; Public Information Officer, Ms. Amanda Brock; Finance Director Mr. Mark Pullium; Budget Analyst, Ms. Ladale Price, and Clerk to Council, Elizabeth G. Hulse were present.

#### Tri-County Technical College Staff / Board Present:

Dr. Ronnie Booth, President  
Mr. Gregg Stapleton, VP/Business Affairs  
Mr. Gailen DeHay, Interim Provost  
Ms. Cara Hamilton, Director Financial Affairs  
Ms. Rebecca W. Eidson, Director/Public Relations

Mr. Butch Harris, BOD Chairman  
Mr. William "Ham" Hudson, BOD Member  
Mr. John Powell, BOD Member  
Ms. Helen P. Rosemond-Sanders, BOD Member

#### Fiscal Year 2014-2015 Tri-County Technical College Budget Presentation:

Dr. Ronnie Booth gave a presentation utilizing several handouts [copies filed with these minutes] outlining their fiscal year 2014-2015 budget request.

Discussion followed.

#### Budget Request Anderson, Oconee, Pickens Fiscal Year 2015

SOURCE OF FUNDING	PHYSICAL PLANT OPERATIONS			CAPITAL RENOVATIONS		TOTAL
	FY 2014	REQUESTED FY 2015	Incr/(Decr)	FY 2014	REQUESTED FY 2015	REQUESTED FY 2015
ANDERSON	1,501,570	1,500,000	\$ (1,570)	\$ 582,000	\$ 582,000	\$ 2,082,000
OCONEE	750,785	750,000	\$ (785)	\$ 291,000	\$ 291,000	\$ 1,041,000
PICKENS	750,785	750,000	\$ (785)	\$ 291,000	\$ 291,000	\$ 1,041,000
TOTAL FUNDING	3,003,140	3,000,000	\$ (3,140)	\$ 1,164,000	\$ 1,164,000	\$ 4,164,000

# NON AGENDA ITEMS

Comment regarding these issues will be heard at the end of the meeting.



## Public Comment

### SIGN IN SHEET

May 6, 2014

6:00 PM

Council will hear public comment during this portion of the meeting for Non-Agenda Items. Please Be Advised: Combined the two Public Comment Sessions at this meeting are limited to a total of 40 minutes, 4 minutes per person.

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

**Citizens failing to PRINT or list the NON AGENDA item they wish to address will not be called upon during this portion of the meeting.**

	FULL NAME	NON AGENDA ISSUE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14	<i>BT</i>	<i>Agenda &amp; Etc</i>
15		

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, personal attacks on individual council members, partisan political activity and/or comments.