



AGENDA

OCONEE COUNTY COUNCIL MEETING

December 5, 2017

6:00 PM

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

Call to Order

Public Comment Session *[Limited to a total of forty (40) minutes, five (5) minutes per person]*

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- November 21, 2017 Regular Meeting

Administrator Report & Agenda Summary

Public Hearings for the Following Ordinances

Ordinance 2017-25 "AN ORDINANCE AMENDING ARTICLE 8 OF CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO "AMENDMENTS AND REZONING" GENERALLY AND "METHODS OF INITIAL REZONING" IN PARTICULAR, AND OTHER MATTERS RELATED THERETO."

Third Reading of the Following Ordinances

Ordinance 2017-25 *[see caption above]*

Public Hearing: "NOTICE IS HEREBY GIVEN that a public hearing will be held by the South Carolina Jobs-Economic Development Authority (the "Issuer") and the County Council of Oconee County, South Carolina (the "County"), on Tuesday, December 5, 2017 at 6:00 pm in County Council Chambers located at 415 South Pine Street, Walhalla, South Carolina, in connection with the issuance by the Issuer of its Hospital Revenue Bonds (SC Health Company) (the "Bonds"), in one or more series, in an aggregate principal amount not to exceed \$1,500,000,000.

See Notice of Public Hearing

First & Final Reading for the Following Resolutions

Resolution 2017-13 "A RESOLUTION IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS HOSPITAL REVENUE BONDS (SC HEALTH COMPANY) SERIES 2017, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,500,000,000 AND AUTHORIZING A PLEDGE OF REVENUES OF SC HEALTH COMPANY IN CONNECTION HEREWITH."

Council meetings shall be conducted pursuant to the South Carolina Procedure of Intergovernmental Cooperation Rules and the State Rules of Procedure for the Council of South Carolina Councils. Items placed on the agenda may not be subject to all rules of the Council. Items may be amended or postponed. Items are placed on Council agenda in the public notice of the subject and items may be proposed, amended, revised, or withdrawn during the meeting. Items listed on Council agenda may be discussed, amended, postponed, rescinded, or held in abeyance or otherwise disposed of as provided for under Council's Rules and House Rules of Procedure for the South Carolina Councils. Item number, if not printed under Council items.

Second Reading of the Following Ordinances

Ordinance 2017-28 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE FOOTHILLS FARMSTEAD AS LESSEE; AND OTHER MATTERS RELATED THERETO."

Ordinance 2017-29 "AUTHORIZING OCONEE COUNTY, SOUTH CAROLINA, TO ENTER INTO AN EQUIPMENT ACQUISITION AND USE AGREEMENT FOR THE PURPOSE OF ACQUIRING CERTAIN EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$6,552,500; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS; AND OTHER MATTERS RELATING THERETO."

Ordinance 2017-30 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE FEE AGREEMENT BETWEEN OCONEE COUNTY AND ITECH SOUTH LLC, DATED AS OF APRIL 1, 2015, PROVIDING FOR THE INCLUSION OF EUGENE CARLTON MORRIS AND JUNE COPELAND MORRIS AS SPONSORS; AND OTHER MATTERS RELATED THERETO."

Ordinance 2017-31 "AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SETBACK LANGUAGE FOR MULTI-FAMILY HOUSING STRUCTURES; AND OTHER MATTERS RELATED THERETO."

First Reading of the Following Ordinances

Discussion Regarding Action Items

To authorize the County Administrator to execute a First Addendum to the Agreement for Purchase and Sale of Property, related to the Historic Oconee County Courthouse, granting Historic Oconee Courthouse, LLC ("Purchaser") an extension of its Review Period in order for it to receive final Part 2 approval from the U.S. Department of Interior, National Park Service for Purchaser's rehabilitation plans for the property.

Local ATAX –Oconee County PRT - \$35,500

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

Staff recommends approval of ATAX grant recommendations by PRT.

Board & Commission Appointments *(if any)* [Seats listed are all co-terminus seats]

Building Codes Appeal Board..... 1 At Large Seat
Conservation Bank Board..... District II
Board of Zoning Appeals..... District V

County meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Chapter 16, Title 30, Code of Laws of the State of South Carolina, and the South Carolina Open Meetings Act, Chapter 16, Title 30, Code of Laws of the State of South Carolina. This South Carolina Freedom of Information Act and Open Meetings Act shall apply to all County Council meetings. Items to be placed on Council agenda shall give public notice of the services and goods to be provided, and shall contain information and a description of during the meeting. Items placed on Council agenda may be removed, added, postponed, or rescheduled, in whole or in part, at the discretion of the County Council. Rules and Board Rules of the County of Oconee, South Carolina, also apply. Questions for the County Clerk.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2017-25

AN ORDINANCE AMENDING ARTICLE 8 OF CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO “AMENDMENTS AND REZONING” GENERALLY AND “METHODS OF INITIAL REZONING” IN PARTICULAR; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the County, acting by and through the County Council, is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and

WHEREAS, Chapter 38 of the Code of Ordinances contains terms, provisions, and procedures applicable to land use and zoning; and

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 38 of the Code of Ordinances involving “Amendments and Rezoning” in general and “Methods of Initial Rezoning” in particular; and

WHEREAS, the Oconee County Planning Commission has analyzed and reviewed the proposed revisions to Article 8 of Chapter 38 and has forwarded them to County Council for consideration; and

WHEREAS, County Council has therefore determined to modify Article 8 of Chapter 38 of the Code of Ordinances, and to affirm and preserve all other provisions of the Code of Ordinances not specifically or by implication amended hereby.

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

1. Article 8 of Chapter 38 of the Code of Ordinances, entitled *AMENDMENTS AND REZONING*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and incorporated herein by reference.

2. County Council hereby declares and establishes its legislative intent that Attachment A amend Article 8 of Chapter 38 of the Code of Ordinances, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and by Section 4-9-130 of the South Carolina Code of Laws.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed severable.

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Article 8 of Chapter 38, not amended hereby, directly or by implication, shall remain in full force and effect.

6. This Ordinance shall be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2017.

ATTEST:

Katie Smith,
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: October 3, 2017 [postponed]
First Reading: November 7, 2017
Second Reading: November 21, 2017
Third Reading: December 5, 2017
Public Hearing: December 5, 2017

Sec. 38-8.3. - Reconsideration of request for amendment.

When county council shall have denied a request for an amendment to this chapter, it shall not consider the same or a less restrictive reclassification for an amendment affecting the same property until one year from the date of said denial. A more restrictive classification is not subject to the one-year period.

Sec. 38-8.4. - Effective date of change.

Any ordinance effecting a change in the text of the zoning chapter or zoning maps shall become effective upon final adoption by council.

Sec. 38-8.5. - Methods of initial rezoning.

Upon adoption of this chapter, rezoning of a parcel or group of parcels shall be initiated by one of the following methods:

(1) *Method 1—Planning district request initiated by citizens.*

- a. Any group of citizens living within any planning district described within this section may petition for initial rezoning for the entirety of their district. The planning districts, which are based on the approximate boundaries traditionally used by local fire stations as service areas, are as follows:
 1. Oakway District
 2. Salem District
 3. Corinth-Shiloh District
 4. Mountain Rest District
 5. Walhalla District
 6. Westminster District
 7. Seneca District
 8. Fair Play District
 9. Long Creek District
 10. Cleveland District
 11. Keowee Ebenezer District
 12. Friendship District
 13. Cross Roads District
 14. Picket Post-Camp Oak District
 15. South Union District
 16. West Union District
 17. Keowee District

ATTACHMENT A

Sec. 38-8.1. - Consideration by planning commission and county council.

All proposed amendments to these regulations, official zoning map, or any other part of this document shall be reviewed by the Oconee County Planning Commission, who shall issue a recommendation to county council. Upon receipt of the planning commission report, county council shall act on the proposed amendment within 60 days.

Sec. 38-8.2. - Public notice requirements.

- (a) *Public hearings.* County council shall conduct all required public hearings for amendments and rezoning. No amendment to these regulations or official zoning map shall be considered for third and final reading until after the public notice and hearing requirements set forth in the South Carolina Code of Laws and this chapter have been met.
- (b) *Notice of hearing.* Notice of public hearing shall be published in a newspaper of general circulation at least 15 days prior to hearing. The notice shall carry an appropriate descriptive title and shall state the time, date, and place of the hearing. All interested parties shall be heard at the public hearing.
- (c) *Posting.* Pursuant to the provisions of the South Carolina Code of Laws, signs noting a rezoning for the small area method shall be posted on or adjacent to affected parcels along public thoroughfares. In the event less than ten effected parcels are so situated as to share frontage along the same public thoroughfare, a sign shall be located on each parcel, provided no two signs are closer than 100 feet of each other. In the event ten or more affected parcels are so situated as to share frontage along the same public thoroughfare, or any number of parcels are located off of the public thoroughfare, signs shall be posted as close as is practical in a manner sufficient to insure due public notice. At a minimum, signs shall be posted at the beginning and end of any continuous shared public frontage, with no more than one mile between signs; at least one sign shall be visible from all directions in each intersection adjacent to a parcel for which rezoning is proposed. The rezoning of lands owned by the United States, the State of South Carolina, Public Universities, or Oconee County shall be posted at any major identifying signs stating the identification of the property; in the event that no signs are present, state posting guidelines shall be followed. For all other rezoning, state posting guidelines shall be followed.
- (d) *Notification of property owners.* A written notice containing all pertinent information related to any public hearing shall be sent by first class mail to the registered owner of each affected parcel at least 15 days prior to the event. For the purposes of this section, the name and address of the owner of the parcel shall be that listed on tax records maintained by the Oconee County Tax Assessor.
- (e) *Action by council.* After conducting a duly advertised public hearing, county council shall consider all information presented at the hearing, staff review, and the recommendation received from the Oconee County Planning Commission, prior to making their decision.

The boundaries of each planning district shall conform to the exterior property line of all parcels lying within; in no instance shall a single parcel lie in more than one planning district. Parcels shall be assigned to a planning district based on the location of its centroid, which shall be determined by the Oconee County Geographic Information System (GIS). The boundaries of the various planning districts are shown on the map of planning districts, which shall be adopted as part of these standards.

- b. Petitions by citizens to county council to initiate a rezoning of an entire planning district shall be made in the following manner:
 1. Citizen petition. Citizens wishing council to amend the map of their planning district shall acquire the signatures of a minimum of 15 percent of the owners of parcels lying within the boundaries of the said planning district. The petition shall contain the following statement of support:
 2. "I hereby certify that I own a parcel lying within the _____ Planning District, and I support the consideration by Oconee County Council of amending the zoning map."
 3. Presentation to county council. If county council finds the petition is within the parameters of this chapter, they may direct the planning commission and Community Development Department to proceed with amending the zoning chapter and map. Council may take first reading, in title only, on the zoning amendments at this time.
 4. Review of land use map. The planning commission shall undertake a review of the district's portion of the future land use map.
 5. Initial zoning meeting in district. Following the review of the future land use map, the Community Development Department will schedule a public meeting to begin working with citizens to develop a proposed zoning map. Nominations for the district planning advisory committee will be called for at this time.
 6. Appointment of district planning advisory committee. County council will review the nominations for the district planning advisory committee and appoint individuals to the committee. The committee shall consist of seven owners of parcels lying within the district. The committee shall elect a chair who shall conduct committee meetings, call subsequent meetings as necessary, and set forth the agenda for subsequent meetings.
 7. Creation of proposed district zoning map. With assistance from planning staff, the district planning advisory committee will use the future land use map as a guide in creating proposed changes to the district's portion of the official zoning map. All proposed amendments shall be chosen from the zoning districts and their corresponding regulations established in this chapter.
 8. Planning commission review of proposed zoning map. When completed, the committee shall present their draft map to the planning commission for review. The planning commission shall review the changes to ensure that they are

compatible with the comprehensive plan. During this time, the Community Development Department shall mail a survey to all district property owners soliciting their opinion of the proposed changes, with a deadline to respond of 30 days. At the end of the survey period, the commission shall forward a recommendation regarding the proposed changes to county council. A positive recommendation of the commission shall require both a finding of compliance with the comprehensive plan, and a minimum of 51 percent of the returned responses to the survey favoring the proposed changes.

9. Consideration of recommendation. County council shall consider the proposed zoning map amendments and may take second reading on the chapter at this time.
10. Comment period. A comment period of no less than 30 days shall be held at this time.
11. Consideration of survey results by county council. Upon the completion of the comment period, county council may hold a public hearing on the proposed amendments. Once the public hearing has been completed, county council may take third and final reading of an ordinance to amend the planning districts portions of the official zoning map.
12. Failed attempts to amend the zoning chapter. In the event county council formally rejects a citizen-initiated petition to amend a planning district's portion of the official zoning map for any reason, a new attempt to amend the map through citizen petition shall not be considered sooner than two years from the date of council's decision.

(2) *Method 2—Small area rezoning.*

- a. Any property owner, or group of property owners, of a parcel or parcels with a combined minimum ownership of at least fifty (50) acres may petition county council for initial rezoning. No parcel may be included within the rezoning petition under this method which is not contiguous to at least one other parcel that is included in the rezoning petition. Contiguous properties are those properties which are adjacent to one another and share a common border. Contiguity is not established by a road, waterway, right-of-way, easement, railroad track, or utility line which connects one property to another; however, if the connecting road, waterway, easement, railroad track, or utility line intervenes between two properties, which but for the intervening connector would be adjacent and share a continuous border, the intervening connector does not destroy contiguity.
- b. All persons owning a legal interest in the subject parcel(s) must sign the petition for rezoning under this method.
- c. Proposed rezonings pursuant to this method shall be subject to review by the planning commission, as set forth in [section 38-8.1](#), the public notice requirements contained in [section 38-8.2](#), and all standards set forth in these regulations, including compliance with the goals established in the Oconee County Comprehensive Plan, as well as all other applicable local, state, and federal laws.

(3) *Method 3—County initiated.* The governing body of the county may at any time after adoption of these standards rezone any parcel or parcels owned or maintained by Oconee County. Additionally, notwithstanding any effort to accomplish a prior rezoning, county council may at any time rezone any parcel or group of parcels to bring them into compliance with the goals established in the Oconee County Comprehensive Plan. Proposed changes to any part of these regulations shall be subject to review by the planning commission, as set forth in section 38-8.1 (above), and public notice requirements contained in section 38-8.2 (above), as well as other as well as all other applicable local, state, and federal laws.

Sec. 38-8.6. - Subsequent rezoning.

- (a) Subsequent to the initial change of zoning of any parcel or group of parcels following adoption of these regulations, any individual property owner may make application for rezoning of a parcel(s). All such rezonings shall be subject to the standards set forth in these regulations and South Carolina Code of Laws, 1976, as amended.
- (b) Notwithstanding any effort to accomplish a prior rezoning, county council may at any time rezone a parcel or group of parcels pursuant to the goals established in the Oconee County Comprehensive Plan.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the South Carolina Jobs-Economic Development Authority (the "Issuer") and the County Council of Oconee County, South Carolina (the "County"), on Tuesday, December 5, 2017 at 8:00 pm in County Council Chambers located at 415 South Pine Street, Walhalla, South Carolina in connection with the issuance by the Issuer of its Hospital Revenue Bonds (SC Health Company) (the "Bonds"), in one or more series, in an aggregate principal amount not to exceed \$1,500,000,000. The Bonds will be issued as Qualified 501(c)(3) Bonds under Section 145 of the Internal Revenue Code, as amended (the "Code"). The proceeds of Bonds will be loaned to SC Health Company, a South Carolina nonprofit corporation (the "Borrower"), in connection with the formation of a new integrated health system (the "System") which will be led by the Borrower and includes the Strategic Coordinating Organization, a South Carolina nonprofit corporation ("SCO") and Palmetto Health, a South Carolina nonprofit corporation ("PH") pursuant to an Amalgam Agreement dated as of August 15, 2017 between SCO and PH (the "Amalgam Agreement"). The Issuer is deferring this notice pursuant to the election permitted under this Proposed Regulation REG-128941-07 (September 28, 2017).

SCO is the sole member of Upstate Alliance Organization ("UAO"), and SCO and UAO (which together with Greenville Health System, a public body corporate of the State previously known as Greenville Hospital System Board of Trustees, are collectively defined herein as "GHS") operate a comprehensive, integrated health care system that includes a range of health care facilities and professional practices with health educational affiliations serving the Upstate region of South Carolina. PH is a comprehensive, integrated health care system including a range of health care facilities and professional practices with health educational affiliations serving the Midlands region of South Carolina. Under the Amalgam Agreement, the Borrower will set the strategic direction for the System, provide support services to PH and GHS and other procedures joining the System, and exercise certain governance and operational powers that are reserved to it as a member of PH and GHS, respectively. The Bonds will be used to repay certain pre-2015 obligations issued by or for GHS or PH (the "Prior Debt") to facilitate the integration of the System. The Bonds will refinance hospital and health care facilities (together, the "Projects"), and any tax costs of issuance of the Bonds and fees for any credit enhancements, liquidity facilities or hedges deemed necessary by the Borrower. The principal amount of the Bonds to be allocated to the Projects that are components of the System will not exceed the following:

Project Name	Not to Exceed Bond Amount
PH RHH-Baptist Hospital Project	\$627,600,000
PH Parkridge Project	\$152,400,000
PH Tuomey Project	\$84,100,000
GHS Greenville Memorial Project	\$479,800,000
GHS Palmetto Project	\$89,200,000
GHS Simpsonville Project	\$21,300,000
GHS Greer Project	\$25,500,000
GHS North Greenville Project	\$3,400,000
GHS Oconee Project	\$75,200,000

Note: The aggregate amount in the table may exceed \$1,500,000,000. Borrower does not expect the amount allocable to an individual Project will exceed the amount set forth nor in the aggregate exceed \$1,000,000,000.

Each Project consists of real and personal property, buildings, furnishings and equipment used to further the exempt charitable hospital and health care purposes of the Borrower financed by the Prior Debt as part of the System. The locations of the Projects are as follows:

The campuses of the PH RHH-Baptist Hospital Project are located in the City of Columbia, South Carolina in the area bounded by or fronting on SC 277, the Haddon Street Extension, Colonial Drive and Bellino Blvd (SC 16) and in the area bounded by or fronting on Marion Street, Recycling Street, Main Street and Hampton Street. The PH RHH-Baptist Hospital Project also includes buildings located at 1401 Sunset Drive, Columbia SC.

The campus of the PH Parkridge Project is located in the City of Columbia, South Carolina in the area bounded by or fronting on Interstate 26, Lake Murray Blvd (SC 60) and Parkridge Drive.

The campus of the PH Tuomey Project is located in the City of Sumter, South Carolina in the area bounded by or fronting on West Calhoun Street, Church Street, West Liberty Street, South Washington Street, Dupont Street, South Main Street and North Main Street. The PH Tuomey Project also includes facilities located at 700 North Wise Drive and 500 Palmetto Road, Sumter, South Carolina.

The campus of the GHS Greenville Memorial Project is located in the City of Greenville, South Carolina in the area bounded by or fronting on Grove Road, West Falls Road and Brushy Creek. The GHS Greenville Memorial Project also includes facilities located at 8 Dickens Drive, 20 Medical Ridge Drive, 5210 West Falls Road and 300 East Klobbe Avenue, Greenville, South Carolina.

The campus of the GHS Palmetto Project is located in the City of Greenville, South Carolina in the area bounded by or fronting on Palmetto Drive, Palmetto Road, Roper Main Road Extension and Commonwealth Drive.

The campus of the GHS Greer Project is located in the City of Greer, South Carolina in the area bounded by or fronting on South Butcombe Road and Village Green Circle. Approximately \$18,100,000 of the GHS Greer Project represents the improvements at former/John Bennett Hospital located at 318 Memorial Drive, Greer, South Carolina which has been demolished in the City of Greer and subsequently demolished.

The campus of the GHS Simpsonville Project is located in the City of Simpsonville, South Carolina in the area bounded by or fronting on S.E. Main Street (Highway 16) and Hospital Drive.

The campus of the GHS North Greenville Project is located in the City of Travelers Rest, South Carolina in the area bounded by or fronting on North Main Street, Maple Lane, the Reedy River and Church Street.

The campus of the GHS Oconee Project is located in Oconee County, South Carolina in the area bounded by or fronting on Sandhill Boulevard (Highway 78123), Highway 26 and Sleepy Farm Road.

All of the facilities comprising the Projects will be owned and operated by GHS, PH, Palmetto Health Tuomey, or the Borrower as part of the System. Palmetto Health Tuomey is a South Carolina nonprofit corporation, of which PH is the sole member. The Borrower will unconditionally covenant to make payments sufficient to pay the principal and interest on the Bonds.

The Bonds will be payable solely and exclusively out of payments to be made by the Borrower, PH or GHS. The Bonds do not represent a general obligation of the State of South Carolina, the Issuer or any other agency or political subdivision of the State of South Carolina with the meaning of any state constitutional provision or statutory provision or constitute or give rise to any pecuniary liability of such agency or political subdivision or a charge against their general credit or taxing powers. The Issuer has no taxing authority.

The public is invited to attend the hearing at the address set forth above and/or submit written comments on the issuance of the Bonds or the refinancing of the Projects to the South Carolina Jobs-Economic Development Authority at 1201 Main Street, Suite 1600, Columbia, South Carolina 29201, and to Oconee County Council at 415 South Pine Street, Walhalla, South Carolina 29991.

SOUTH CAROLINA JOBS-ECONOMIC
DEVELOPMENT AUTHORITY
Harry A. Huntley, Executive Director
OCCOONEE COUNTY, SOUTH CAROLINA
 Clerk to Council

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: December 5, 2017
COUNCIL MEETING TIME: 6:00 p.m.**

ITEM TITLE [Brief Statement]:

Resolution 2017-13 “A RESOLUTION IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS HOSPITAL REVENUE BONDS (SC HEALTH COMPANY) SERIES 2017, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,500,000,000 AND AUTHORIZING A PLEDGE OF REVENUES OF SC HEALTH COMPANY IN CONNECTION HEREWITH.”

BACKGROUND DESCRIPTION:

Resolution 2017-13 will state Oconee County’s support for a South Carolina Jobs-Economic Development Authority (“**JEDA**”) bond issue, which will be issued in one or more series and in an aggregate principal amount not exceeding \$1,500,000,000, will be used to (i) repay certain prior debt obligations issued by or for Greenville Health System and Palmetto Health to finance or refinance hospital and health care facilities (together, the “**Projects**”) to enable SC Health Company, a SC nonprofit organization (the “**Borrower**”) to integrate a new health system and (ii) pay certain costs of issuance of the Bonds and fees. **As this is a JEDA bond issue for the benefit of Borrower, there is no impact on Oconee County’s millage, and this bond issue does not impose any liability on Oconee County in any regard.**

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget.

Approved by : _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: /

If yes, who is matching and how much:

Approved by : _____ **Grants**

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff’s recommendation that Council pass Resolution .

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

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2017-13**

A RESOLUTION IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS HOSPITAL REVENUE BONDS (SC HEALTH COMPANY) SERIES 2017, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,500,000,000 AND AUTHORIZING A PLEDGE OF REVENUES OF SC HEALTH COMPANY IN CONNECTION HEREWITH.

WHEREAS, the South Carolina Jobs-Economic Development Authority (the "*Authority*") is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina, 1976, as amended (the "*Act*"), to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to business enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina (the "*State*"); and

WHEREAS, the Authority is further authorized by Section 41-43-110 of the Act to issue revenue bonds payable by the Authority solely from a revenue producing source and secured by a pledge of said revenues to defray the cost of medical facilities where such assistance will help relieve a shortage of doctors, specialists or medical services in the area where the project is located; and

WHEREAS, the Authority, by official action of its governing body, the Board of Directors of the Authority, and SC Health Company, a South Carolina nonprofit corporation (the "*Borrower*"), entered into an Inducement Agreement dated November 15, 2017 (the "*Inducement Agreement*"), pursuant to which and in order to implement the public purposes enumerated in the Act, and in furtherance thereof to comply with the undertakings of the Authority pursuant to the Inducement Agreement, the Authority proposes, subject to such approval by the South Carolina Coordinating Council for Economic Development, Greenville County, Oconee County, Richland County and Sumter County (collectively, the "*Counties*"), as may be required by law, to issue not exceeding \$1,500,000,000 aggregate principal amount of Hospital Revenue Bonds (SC Health Company) Series 2017 (the "*Bonds*"), in one or more series, under and pursuant to Section 41-43-110 of the Act; and

WHEREAS, the proceeds of the Bonds will be loaned to the Borrower in connection with the formation of a new integrated health system (the "*System*") which will be led by the Borrower and includes the Strategic Coordinating Organization, a South Carolina nonprofit corporation ("*SCO*") and Palmetto Health, a South Carolina nonprofit corporation ("*PH*") pursuant to an Affiliation Agreement dated as of August 15, 2017 between SCO and PH (the "*Affiliation Agreement*"); and

WHEREAS, SCO is the sole member of Upstate Affiliate Organization ("*UAO*"), and SCO and UAO (which together with Greenville Health System, a public body corporate of the State previously known as Greenville Health System Board of Trustees, are collectively defined herein as "*GHS*") operate a comprehensive, integrated health care system that includes a range of health care facilities and professional practices with health educational affiliations serving the Upstate region of the State; and

WHEREAS, PH is a comprehensive, integrated health care system including a range of health care facilities and professional practices with health educational affiliations serving the Midlands region of the State; and

WHEREAS, under the Affiliation Agreement, the Borrower will set the strategic direction for the System, provide support services to PH and GHS and other providers joining the System, and exercise certain governance and operational powers that are reserved to it as a member of PH and GHS, respectively; and

WHEREAS, the proceeds of the Bonds will be used to (i) repay certain prior debt obligations issued by or for GHS and PH to finance or refinance hospital and health care facilities (together, the *“Projects”*) to enable the Borrower to integrate the System (the *“Undertaking”*) and (ii) pay certain costs of issuance of the Bonds and fees for any credit enhancements, liquidity facilities or hedges deemed necessary by the Borrower; and

WHEREAS, the Borrower is projecting that the assistance of the Authority by the issuance of the Bonds, in one or more series, to finance the Undertaking, (1) will result in the maintenance of existing employment for approximately 28,000 people from the Counties and the surrounding areas, and (2) will continue to stimulate the economy of the Counties and surrounding areas by (a) increased payrolls, (b) capital investment, and (c) tax revenues; and

WHEREAS, the Board of the Borrower and the Authority requested the County Council of Oconee County, South Carolina (the *“County”*) hold a public hearing as required by the Act and requested the adoption of this Resolution by the County Council of the County (the *“County Council”*); and

WHEREAS, the County Council, as the governing body of the County, and the Authority have on December 5, 2017, jointly held a public hearing, duly noticed by publication in a newspaper having general circulation in the County, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views;

NOW THEREFORE, BE IT RESOLVED by the County Council of Oconee County, South Carolina, as follows:

Section 1. It is hereby found, determined and declared, based on information provided by the Borrower, that (a) the Undertaking will subserve the purposes of the Act; (b) the Undertaking is anticipated to benefit the general public welfare of the County by providing services, employment, or other public benefits not otherwise provided locally; (c) the issuance of the Bonds and the Undertaking will give rise to no pecuniary liability of the County or a charge against the general credit or taxing power of the County; (4) the amount of Bonds required to finance the Undertaking is \$1,500,000,000 and (5) the documents to be delivered by the Authority with respect to the Bonds will provide, among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Bonds, (ii) whether reserve funds of any nature will be established in connection with the retirement of the Bonds and the maintenance of the Projects (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (iii) that the Borrower shall maintain the Projects and carry all proper insurance with respect thereto.

Section 2. The County Council supports the Authority in its determination to issue the Bonds allocable to the Undertaking in so far as such relates to Oconee County to defray the costs of the Undertaking, including costs of issuance, if determined by the Borrower.

Section 3. The Bonds shall not constitute an indebtedness of the County within the meaning of any State Constitutional provisions or statutory limitations and shall be payable solely from revenues as set forth in the authorizing documents of the Bonds. The full faith, credit and taxing powers of the County are not pledged to secure the Bonds.

Section 4. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its adoption.

Adopted this 5th day of December, 2017.

OCONEE COUNTY, SOUTH CAROLINA

Chairman of County Council

County Administrator

(SEAL)

Attest:

Clerk to County Council

**SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY BOND ISSUE FOR
SC HEALTH COMPANY**

The proceeds of this South Carolina Jobs-Economic Development Authority (“*JEDA*”) bond issue, which will be issued in one or more series and in an aggregate principal amount of not exceeding \$1,500,000,000, will be used to (i) repay certain prior debt obligations issued by or for Greenville Health System and Palmetto Health to finance or refinance hospital and health care facilities (together, the “*Projects*”) to enable SC Health Company, a SC nonprofit organization (the “*Borrower*”) to integrate a new health system and (ii) pay certain costs of issuance of the Bonds and fees.

The proceeds of the Bonds will be loaned to the Borrower in connection with the formation of a new integrated health system which will be led by the Borrower and includes the Strategic Coordinating Organization (“*SCO*”) and Palmetto Health pursuant to an Affiliation Agreement dated as of August 15, 2017 between SCO and PH. SCO is the sole member of Upstate Affiliate Organization (“*UAO*”). SCO and UAO, together with Greenville Health System, are collectively referred to in the support resolution as “*GHS*”.

Since this is a JEDA bond issue, there is no impact on any political subdivision’s millage.

SC Health Company and JEDA are requesting that Oconee County, pursuant to JEDA’s enabling legislation and federal tax law (1) hold a public hearing relating to JEDA’s issuance of bonds on behalf of SC Health Company for the above-described Projects and (2) adopt a resolution in support of the issuance of such bonds.

As with all JEDA bond issues, the issuer of the bonds is JEDA, and a county’s sole role is to hold a public hearing and adopt a support resolution. There is no impact on a county’s general obligation debt capacity, and no pecuniary liability for a county.

Representatives from SC Health Company and Haynsworth Sinkler Boyd, P.A., which is serving as bond counsel, will attend the December 5th County Council meeting to answer any questions.

Notice of the requested public hearing will be published in *The Journal* on Saturday, November 18th.

ACTION REQUESTED OF COUNCIL

Hold a public hearing and approve a support resolution.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2017-28

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF
A GROUND LEASE AGREEMENT BETWEEN OCONEE COUNTY AS
LESSOR AND THE FOOTHILLS FARMSTEAD AS LESSEE; AND OTHER
MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts; and,

WHEREAS, the County currently desires to execute and enter into a Ground Lease Agreement (the "Lease") with the Foothills Farmstead, a South Carolina nonprofit entity, ("Lessee") in relation to certain County-owned property consisting of approximately sixteen (16) acres, as shown on Exhibit "A," attached hereto, and designated thereon as Lease Parcel 2 ("Ground Lease Premises"); and,

WHEREAS, the Oconee County Council (the "Council") has reviewed the form of the Lease, attached hereto as Exhibit "B," and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and the Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto; and,

WHEREAS, Lessee agrees to use the Ground Lease Premises for the purpose of constructing and operating a historical farmstead (the "Farmstead") that will represent how many people in the Appalachian Foothills lived between the years 1900 and 1950; the Farmstead will include period-appropriate structures and activities such as crop and livestock farming, heritage festivals, woodworking, bee keeping, cotton ginning, and other activities that are related and ancillary thereto, all of which shall be for the public good and welfare in the form of heritage tourism and education as well as community and economic development; among other related activities; and,

WHEREAS, the Ground Lease Premises are suitable for the uses proposed by Lessee.

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

Section 1. Lease Approved. The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit "B," attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator, with counsel from the County Attorney, is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2017.

ATTEST:

Katie Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: November 21, 2017
Second Reading: December 5, 2017
Third Reading: _____
Public Hearing: _____

EXHIBIT A

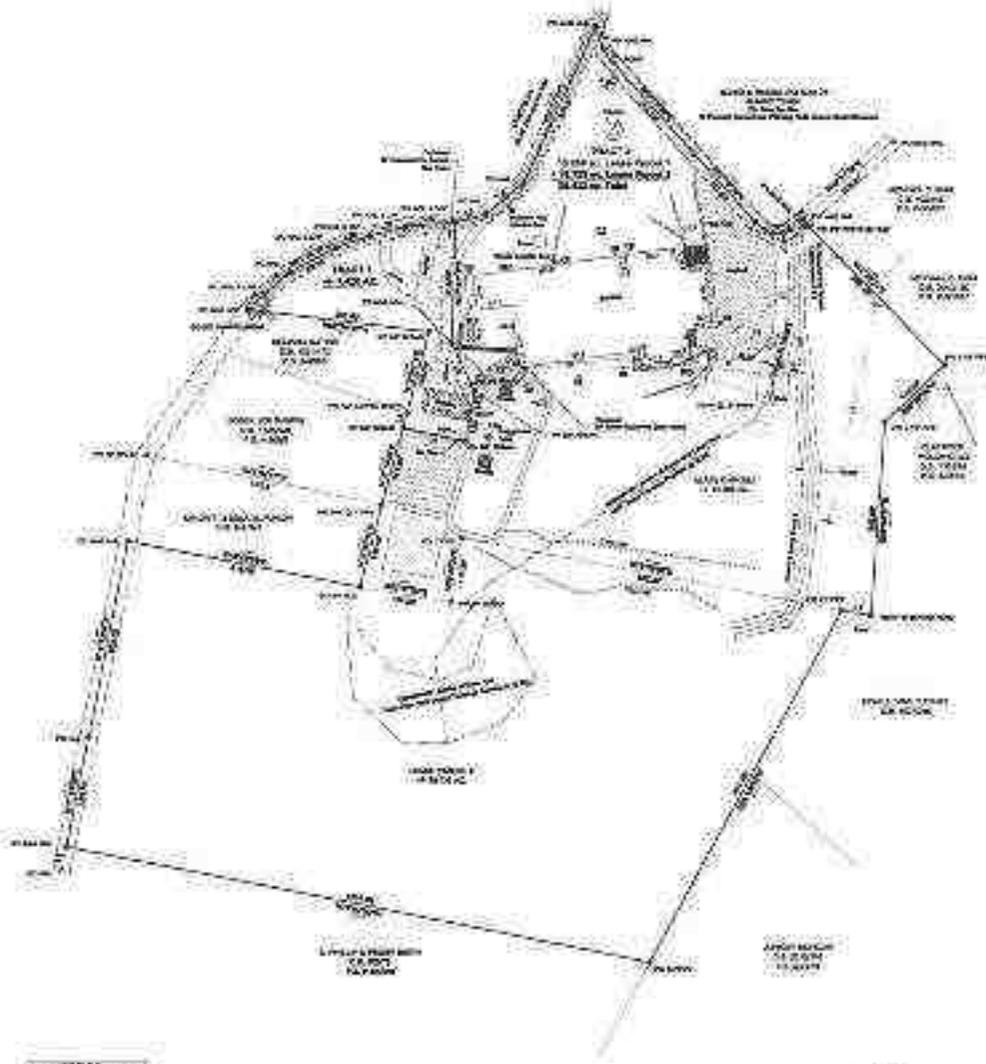
(See Attached)

EXHIBIT B

To be produced following negotiations and/or execution

Exhibit A

Legend
1. District Boundary
2. School Boundary
3. County Boundary
4. Interstate
5. State Route
6. County Road
7. Local Road
8. Water
9. Unimproved Land
10. Other



Area	Area	Area
1. District 1	2. District 2	3. District 3
4. District 4	5. District 5	6. District 6
7. District 7	8. District 8	9. District 9
10. District 10	11. District 11	12. District 12
13. District 13	14. District 14	15. District 15
16. District 16	17. District 17	18. District 18
19. District 19	20. District 20	21. District 21
22. District 22	23. District 23	24. District 24
25. District 25	26. District 26	27. District 27
28. District 28	29. District 29	30. District 30
31. District 31	32. District 32	33. District 33
34. District 34	35. District 35	36. District 36
37. District 37	38. District 38	39. District 39
40. District 40	41. District 41	42. District 42
43. District 43	44. District 44	45. District 45
46. District 46	47. District 47	48. District 48
49. District 49	50. District 50	51. District 51
52. District 52	53. District 53	54. District 54
55. District 55	56. District 56	57. District 57
58. District 58	59. District 59	60. District 60
61. District 61	62. District 62	63. District 63
64. District 64	65. District 65	66. District 66
67. District 67	68. District 68	69. District 69
70. District 70	71. District 71	72. District 72
73. District 73	74. District 74	75. District 75
76. District 76	77. District 77	78. District 78
79. District 79	80. District 80	81. District 81
82. District 82	83. District 83	84. District 84
85. District 85	86. District 86	87. District 87
88. District 88	89. District 89	90. District 90
91. District 91	92. District 92	93. District 93
94. District 94	95. District 95	96. District 96
97. District 97	98. District 98	99. District 99
100. District 100		

NOTES

1. DISTRICT BOUNDARIES ARE SHOWN WITH DASHED LINES.
2. COUNTY BOUNDARIES ARE SHOWN WITH SOLID LINES.
3. MAJOR ROADS ARE SHOWN WITH THICK SOLID LINES.
4. WATER AREAS ARE SHOWN WITH WAVE PATTERNS.
5. UNIMPROVED LAND IS SHOWN WITH A CROSS-HATCH PATTERN.
6. OTHER AREAS ARE SHOWN WITH A DOTTED PATTERN.

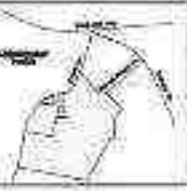
SCHOOL DISTRICT OF OGDEN COUNTY

OFFICE OF THE SUPERINTENDENT

1000 N. 1000 W. SALT LAKE CITY, UT 84119

PHONE: (801) 467-1000 FAX: (801) 467-1001

WWW.SD.UTAH.GOV



OCONEE COUNTY, SOUTH CAROLINA

ORDINANCE NO. 2017-29

AUTHORIZING OCONEE COUNTY, SOUTH CAROLINA, TO ENTER INTO AN EQUIPMENT ACQUISITION AND USE AGREEMENT FOR THE PURPOSE OF ACQUIRING CERTAIN EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$6,552,500; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2017

BE IT ORDAINED BY THE COUNTY COUNCIL OF THE COUNTY OF OCONEE, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

Section 1. Findings and Determinations. The County Council (the "County Council") of Oconee County, South Carolina (the "County"), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the "South Carolina Code"), the County operates under the Council-Administrator form of government and the Council constitutes the governing body of the County.

(b) Section 4-9-30 of the South Carolina Code empowers all counties to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property; to acquire tangible personal property and supplies; and to make and execute contracts.

(c) The County owns and operates the Oconee County Rock Quarry (the "Rock Quarry") which provides crushed rock to be used on County roads and County property. Pursuant to Ordinance 91-10 enacted on October 1, 1991, the County has provided for a method of determining surplus gravel, stone and like products for sale to other parties after satisfaction of all present and reasonably foreseeable County future needs. There is a need to provide additional equipment for use at the Rock Quarry.

(d) The County desires to enter into an equipment acquisition and use agreement or other agreement (the "Acquisition Agreement") in the aggregate principal amount of not exceeding \$6,552,500 with a bank or other financial institution selected by the County Administrator for the purpose of financing the acquisition of some or all of the various items of equipment (the "Equipment") for use at the Rock Quarry and as described in Exhibit A attached hereto.

(e) The Acquisition Agreement will not constitute a "financing agreement" and the Equipment will not constitute an "asset" as such terms are defined in Section 11-27-110 of the South Carolina Code. Thus, the principal amount of the Acquisition Agreement will not be included when calculating the County's constitutional debt limit under Article X, Section 14 of the Constitution of the State of South Carolina.

(f) The County will have the option of making acquisition payments under the Acquisition Agreement from its general fund revenue or other approved revenue sources. Payments to be made under the Acquisition Agreement will be subject to annual appropriation by the County Council.

(g) It is in the best interest of the County to acquire the Equipment by entering into the Acquisition Agreement. The Acquisition Agreement will enable the County to purchase the Equipment which will used be in the operations of the Rock Quarry.

Section 2. Approval of Transaction. The Equipment described in Exhibit A shall be acquired pursuant to an equipment acquisition and use agreement which is hereby approved in the aggregate principal amount of not exceeding \$6,552,500.

Section 3. Authority to Determine Certain Matters Relating to the Transaction. Without further authorization, the County Council hereby authorizes the County Administrator to distribute a Request for Proposals for the financing of the Equipment in substantially the form set forth as Exhibit B hereto to various banks and other financial institutions in the County and other areas as the County's Director of Finance determines.

The County Council further authorizes and empowers the County Administrator to:

- (a) determine the principal amount of the Acquisition Agreement, if less than authorized by this Ordinance;
- (b) determine the Equipment (if different from such Equipment described herein) to be acquired pursuant to the Acquisition Agreement;
- (c) determine the payment schedule under the Acquisition Agreement;
- (d) determine the final payment date under the Acquisition Agreement;
- (e) determine the rate or rates of interest to be paid under the Acquisition Agreement;
- (f) determine the terms relating to any prepayment of the Acquisition Agreement;
- (g) determine the date and time for receipt of proposals under the Request for Proposals for the Acquisition Agreement; and
- (h) accept as well as negotiate with any responsible bidder under the terms of the Request for Proposals.

Section 4. Approval of Acquisition Agreement. Without further authorization, the County Administrator is authorized to approve the form, terms and provisions of the Acquisition Agreement proposed by the Bidder. The County Administrator is hereby authorized, empowered and directed to execute and deliver the Acquisition Agreement in the name and on behalf of the County and thereupon to cause the Acquisition Agreement to be delivered to the other party thereto. Any amendment to the Acquisition Agreement shall be executed in the same manner. The Acquisition Agreement is to be in the form as shall be approved by the County Administrator, his execution thereof to constitute conclusive evidence of such approval.

Section 5. Execution of Documents. The Chairman of County Council, County Administrator, Director of Finance, Clerk to County Council and County Attorney are fully empowered and authorized to take such further action and to execute and deliver such additional documents (including, but not limited to, any project fund agreements or escrow agreements) as may be reasonably requested by the bidder to effect the delivery of the Acquisition Agreement in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and thereby, and the action of such officers in executing and delivering any of such documents, in such form as the County Administrator shall approve, is hereby fully authorized.

Section 6. Filings with Central Repository. In compliance with Section 11-1-85 of the South Carolina Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five percent (5%) of the County's revenue or its tax base.

Section 7. Employment of Professionals; Further Authorization. The County Council hereby authorizes the Chairman of the County Council, the County Administrator and the Director of Finance and the County Attorney to execute such documents and instruments as may be necessary to enter into the Acquisition Agreement or make modifications in any document including but not limited to the form of the Request for Proposals. The County Council hereby authorizes the County Administrator to retain McNair Law Firm, P.A., as special counsel, and Compass Municipal Advisors, LLC, as financial advisors, in connection with the execution and delivery of the Acquisition Agreement.

Section 8. Severability. All ordinances, orders, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the execution of the Acquisition Agreement are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

Section 9. Effective Date. This Ordinance shall be effective upon its enactment by the County Council of Oconee County, South Carolina.

[Execution Page Follows]

Enacted this __ day of _____, 2017.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council
Oconee County, South Carolina

ATTEST:

Administrator, Oconee County, South Carolina

Clerk to County Council,
Oconee County, South Carolina

Date of First Reading: November 21, 2017
Date of Second Reading: December 5, 2017
Date of Public Hearing: _____, 2017
Date of Third Reading: _____, 2017

Exhibit A

Equipment

The equipment shall consist of rock crushing equipment related to the operation of the Oconee County Rock Quarry. Such equipment is expected to include one (1) jaw crusher, two (2) cone crushers, two (2) tertiary cone crushers, and screen decks; provided, however, the specific equipment to be acquired may adjust depending on bids received by the County from equipment vendors to satisfy production demands and specifications.

Exhibit B

Form of Request for Proposals

REQUEST FOR PROPOSALS

Oconee County, South Carolina
Equipment Acquisition and Use Agreement, 2018 (Taxable)

**THE INTEREST PAID ON THE ACQUISITION AGREEMENT WILL, NOT BE EXEMPT
FROM FEDERAL INCOME TAXATION**

Response Due: _____, 2018
_____, South Carolina Time

Time and Place of Sale: NOTICE IS HEREBY GIVEN that proposals addressed to the undersigned will be received on behalf of the County Council ("Council") of Oconee County, South Carolina (the "County"), in the County's offices, 415 South Pine Street, Walhalla, South Carolina 29691, until _____ m., South Carolina time, on _____, 20____, at which time said proposals will be publicly opened.

Equipment Acquisition and Use Agreement: The Council has authorized the County to fund the cost of certain equipment as described in Exhibit A hereto (the "Equipment"). Such funding is anticipated to be accomplished through the execution and delivery of an Equipment Acquisition and Use Agreement (the "Agreement").

Mailed or Hand Delivered Bids: Each mailed or hand delivered proposal should be mailed or delivered to:

Oconee County, South Carolina
Attn: Scott Moulder, County Administrator
415 South Pine Street
Walhalla, SC 29691

E-Mail Bids: Electronic proposals may be e-mailed to the attention of Scott Moulder, County Administrator, at smoulder@oconeesc.com, with a copy to Michael W. Burns, Esq., Special Counsel, at mwburns@mcnair.net, and a copy to Brian Nurick, Financial Advisor, at proposals@compassmuti.com.

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

Please note that this request for proposals is also being sent to a number of other institutions as well and that the County reserves the right to select the proposal determined to be the most advantageous to the County in its sole discretion. The selection process will be heavily weighted toward lowest financing costs; however, lowest financing cost is not the only factor that may be considered by the

County. The County reserves the right to reject any or all bid proposals as well as negotiate with the lowest bidder.

I. Terms and Conditions:

- (a) Amount to be Financed: Not exceeding \$6,552,500. The County reserves the right to reduce the principal amount financed under the Agreement by up to 10% after acceptance of the winning bid. A bid for less than the total principal amount of the Agreement will not be considered.
- (b) Payments: Annual principal and interest payments (“Acquisition Payments”) under the Agreement will be payable on December 1 in each of the years 2018 to and including 2029. The principal portion of such payments are anticipated to be in the amounts as follows:

<u>Year</u>	<u>Principal Amount</u>
2018	\$475,290.91
2019	450,619.22
2020	468,643.98
2021	487,389.74
2022	506,885.33
2023	527,160.75
2024	548,247.18
2025	570,177.06
2026	592,984.15
2027	616,703.51
2028	641,371.65
2029	667,026.52

The County reserves the right to adjust the principal repayment schedule of the Agreement. The County anticipates that it will adjust the principal repayment schedule of the Agreement in order to achieve approximately level annual debt service. In the event of any such adjustment, no rebidding or recalculation of the proposals submitted will be required or permitted. The successful bidder may not withdraw its bid as a result of any adjustment to the aggregate principal amount financed, or the principal repayment schedule as described above.

- (c) Interest: Bidders shall submit a bid containing one single fixed rate of interest. Unless otherwise designated by a bidder, interest on the Agreement will be calculated based on a 360-day year comprised of twelve 30-day months.

Bids containing rates of interest which may adjust upon the occurrence of specified events, including changes in the bidder’s capital requirements or cost of capital, or for any other reason, will be rejected.

- (d) Guarantee of Interest Rate: The interest rate, costs and other terms of the bid submitted must be guaranteed from the date of your proposal to the closing date (expected to be on or about ____, 2018).

- (e) Equipment: See attached Exhibit A.
- (f) Form of Equipment Acquisition and Use Agreement: The Agreement will be in such form as the County and the successful bidder (the "Bank") agree upon.
- (g) Acquisition Payments and Release Dates: It is anticipated that Acquisition Payments will be made from the proceeds of general obligation bonds, general fund revenues or other approved sources. In return for each Acquisition Payment and on each Acquisition Payment date (December 1, being the "Release Date") the County will obtain unencumbered ownership of certain percentage of the Equipment as set forth on Exhibit B hereto.
- (h) Non-appropriation: A non-appropriation provision acceptable to the County must be included in the Agreement. Any and all amounts due including, but not limited to, scheduled acquisition payments, reimbursements, penalties or fees under the Agreement or any Acquisition/Escrow Account (as defined below) must be subject to annual appropriation by the County.
- (i) Non-substitution: A non-substitution provision is not permitted to be included in the Agreement.
- (j) Deficiency Judgment: No deficiency judgment can be assessed or imposed against the County nor will the full faith, credit and taxing power of the County be pledged to the payment of the Agreement.
- (k) Title: Title to the Equipment will be in the name of the County subject to the Bank's rights and security interest under the Agreement. The Agreement must allow the County to obtain full, unencumbered title to the various items of the Equipment on December 1 in each of the years 2018 to and including 2027 in accordance with the Equipment Release Schedule attached hereto as Exhibit B. Upon the closing of the Agreement, the successful bidder shall be responsible for taking all actions it deems necessary to impose its lien or perfect any security interest in the Equipment. The County will cooperate with the bidder to effect such result.
- (l) Use of Proceeds: At closing, the proceeds will be deposited into a special account (the "Acquisition Account") created under the Agreement and disbursed to the County or a named vendor, either as reimbursement for or to pay the costs of issuance of the Agreement, and costs of the acquisition of the Equipment, upon receipt by the holder of the Acquisition Account of a disbursement request. The Acquisition Account must be an interest bearing account properly collateralized, if necessary, as required by South Carolina law. Interest earnings therein must accrue to the County. The Acquisition Account will be structured to allow payments therefrom to be made (1) to the County to reimburse it for amounts expended by the County on the Equipment; and (2) to the vendors for payment of the Equipment as directed by the County. Without limitation of the foregoing, funds on deposit in the Acquisition Account must be made available upon request of the County for periodic partial payments to Equipment vendors for the manufacture and/or assembly of Equipment prior to delivery and acceptance of such Equipment by the County. All funds invested or deposited in the Acquisition Account shall at all times be invested or deposited, as applicable,

in a manner which satisfies the requirements of the laws of the State of South Carolina relating to investment or deposit of public funds, including, without limitation, Section 6-5-10 or Section 6-5-15 of the Code of Laws of South Carolina 1976, as amended, as applicable.

- (m) Costs of Issuance: All costs relating to the preparation of the Agreement and fees of special counsel will be paid by the County. Any fees and costs of the bidder to be paid by the County must be stated in the response to this Request for Proposals. Any fees or charges of the bidder to be paid by the County will be treated as additional interest. The Agreement must allow the County to pay its legal fees and costs related to execution and delivery of the Agreement out of the proceeds of the Agreement.
- (n) Insurance: The County is insured through the South Carolina Insurance Reserve Fund. The Equipment will be insured in a similar manner at face value. The lessor may be listed as a loss-payee, but may not be listed as an additional insured under the County's insurance coverage.
- (o) Federal Tax Exemption: Interest on the Acquisition Agreement will NOT be exempt from federal income taxation.
- (p) Closing: The County expects to close the transaction on or about _____, 2018.
- (q) Prepayment: Unless otherwise specifically provided in a bidder's proposal and agreed to by the County, the Agreement will be subject to prepayment at the option of the County in whole or in part at any time without any prepayment penalty.

II. Proposal Requirements.

- (a) Proposals must be in writing. It is preferred that a bidder's proposal not be subject to further credit or underwriting approval.
- (b) No proposal may be modified by a bidder after it has been submitted.
- (c) Proposals should include: the name, address, and telephone number of your institution; the primary contact; and identity of legal counsel, if any.
- (d) Proposals must be accompanied with a list of all requirements and conditions associated with its bid.
- (e) Proposals must indicate a single interest rate for the lease term and it is requested that proposals include an amortization schedule showing annual payment amounts for the term of the financing.
- (f) Proposals must provide full disclosure of all financing costs, including any closing, legal, and tax opinion charges.
- (g) Any prepayment penalty or other fee requirements should be detailed in the proposal.

III. Evaluation of Proposals and Award.

The Acquisition Agreement will be awarded to the bidder that provides the most advantageous proposal, as determined by the County in its sole and absolute discretion. Proposals will be evaluated by the officials of the County based on various factors, including, but in no way limited to, the interest rate, redemption terms, additional credit or underwriting approval, additional covenants and terms, if any, and other conditions set forth therein. The County reserves the right to reject any and all bids or to waive irregularities in any proposal. The County expects to accept the successful proposal on _____, 2017.

IV. Legal Opinion. The execution and delivery of the Agreement is subject to the respective approving opinions of the McNair Law Firm, P.A., Special Counsel and David Root, Esq., the County Attorney.

V. Financial Advisor. Compass Municipal Advisors, LLC is acting as Financial Advisor to the County in connection with the Acquisition Agreement. In this capacity, Compass Municipal Advisors, LLC has provided technical assistance in the preparation of this Request for Proposals and assisted the County in preparing for this financing.

VII. Certificate of Lender: The successful purchaser of the Acquisition Agreement will be required to execute a Written Confirmation of Lender in substantially the form attached hereto as Exhibit C and incorporated herein by reference.

VIII. Additional Information

If you should have any questions regarding the Request for Proposals, you should contact:

Scott Moulder, KMA-CM
Oconee County Administrator
864.638.4244
e-mail: smoulder@oconeeaz.com

Ladale V. Price
Oconee County Finance Director
864.638.4235
email: lprice@oconeesc.com

Michael W. Burns, Esq.
McNair Law Firm, P.A.
864.271.4940
email: mburns@mcnair.net

Brian Nurick
Compass Municipal Advisors, LLC
Managing Director
859.368.9616
e-mail: brian.nurick@compassmuni.com

Brandon T. Norris, Esq.
McNair Law Firm, P.A.
864.271.4940
email: bnorris@mcnair.net

Dated: _____, 2017

Exhibit A

Description of Equipment

<u>Description</u>	<u>Estimated Cost*</u>
One Jaw Crusher	\$ _____
Two Cone Crushers	_____
Two Tertiary Cone Crushers	_____
	<u>\$ _____</u>

*To be adjusted to reflect the actual cost of each item of the Equipment.

Exhibit B

Equipment Release Schedule

<u>Principal Paid</u>	<u>Percentage Released *</u>	<u>Release Dates (December 1)</u>
		2018
		2019
		2020
		2021
		2022
		2023
		2024
		2025
		2026
		2027

*The percentage of Equipment in the order set forth in Exhibit A hereto to be released upon a payment under the Agreement shall be revised as the time of closing of the Agreement to reflect any adjustment to the repayment schedule as permitted by Section I(b).

Exhibit C

Written Confirmation of Lender

[Date of Closing]

Oconee County, South Carolina
Walhalla, South Carolina

McNair Law Firm, P.A.
Greenville, South Carolina

Compass Municipal Advisors, LLC
Columbia, South Carolina

§ _____ Equipment Acquisition and Use Agreement

Ladies and Gentlemen:

The undersigned, on behalf of [NAME OF LENDER], as lessor under the above-referenced Agreement (the "Lender"), has agreed to enter into the above-referenced Agreement with Oconee County, South Carolina (the "County") in order to finance the acquisition of certain equipment to be used by the County.

The Lender hereby represents to you that:

- (1) The Agreement is non-transferable or restricted to transfer to acquirers similar to Lender.
- (2) The Agreement may be transferred through participation or syndication only.
- (3) The financing arrangement between the Lender and the County is represented solely by the Agreement, which is a contract between the parties thereto.
- (4) The Agreement is not rated by a credit rating agency.
- (5) The Agreement is not assigned a CUSIP number.
- (6) Assignment of Lender's rights under the Agreement is subject to the terms and conditions of the Agreement.
- (7) There is no agreement facilitating creation of a market for trading, such as a marketing or remarketing agreement or continuing disclosure agreement, with respect to the Agreement or any obligations thereunder.

- (8) The terms of the Agreement have been negotiated between Lender and the County.
- (9) The obligations of the Lender under the Agreement will be those of the Lender, not the securities affiliate of the Lender.
- (10) Lender will treat the transaction contemplated by the Agreement as a loan, not a security, for accounting and regulatory purposes.
- (11) [Registration is in physical form, in name of the Lender.]
- (12) The Lender has sufficient knowledge and experience in financial and business matters, including those involving loans to public bodies, to be able to evaluate the risks and merits of the credit represented by the execution and delivery of the Agreement.
- (13) The Lender understands that no official statement, prospectus, offering circular or other comprehensive offering statement containing material information with respect to the County and the Agreement is being issued, and that, in due diligence, it has made its own inquiry and analysis with respect to the County, the Agreement, and other material factors affecting the security for and payment of the County's obligations under the Agreement.
- (14) The Lender acknowledges that it has either been supplied with or has access to information, including financial statements and other financial information, regarding the County, to which a reasonable lender would attach significance in making credit decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the County, the Agreement and the security therefor, so that as a reasonable lender, it has been able to make its decision to execute and deliver the Agreement.
- (15) The Lender understands that the scope of engagement of McNair Law Firm, P.A., as Special Counsel, with respect to the Agreement has been limited to matters set forth in their opinion based on their view of such legal proceedings as they deem necessary to approve the validity of the Agreement.

[LENDER]

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2017-30**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE FEE AGREEMENT BETWEEN OCONEE COUNTY AND ITECH SOUTH, LLC, DATED AS OF APRIL 1, 2015, IN THE FORM OF AN AMENDED FEE AGREEMENT, PROVIDING FOR THE INCLUSION OF EUGENE CARLTON MORRIS AND JUNE COPELAND MORRIS AS CO-SPONSORS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, as of April 1, 2015, the County of Oconee, South Carolina (the "County"), a body corporate and politic and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the "County Council") entered into a Fee in Lieu of Tax Agreement (the "Fee Agreement") with Itech South, LLC ("ITECH") to provide a fee in lieu of tax for ITECH for its investments in a manufacturing facility in Oconee County; and

WHEREAS, ITECH agreed to invest not less than \$5,000,000 in qualified economic development property in the Oconee County facility within five (5) years of the end of the year of execution of the Fee Agreement, and ITECH has to date reported that it has invested over \$8,000,000 in the facility and has thus exceeded its commitment to the County; and

WHEREAS, ITECH desires to include Eugene Carlton Morris and June Copeland Morris as co-sponsors (the "Co-Sponsors") in the Fee Agreement as such co-sponsors are defined in Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"); and

WHEREAS, the investments made to date qualify the Company to have Co-Sponsors pursuant to the terms of the Act.

NOW, THEREFORE, BE IT ORDAINED, by the County Council, in meeting duly assembled, that

1. The County hereby agrees that the Fee Agreement shall be amended, in the form of an Amended Fee Agreement (attached hereto, and hereby incorporated herein by reference, as Attachment A), in all necessary aspects so as to include the Co-Sponsors pursuant to the Amended Fee Agreement and the terms of the Act, and the Amended Fee Agreement and all other documents related thereto, once executed and delivered, are deemed to be in the name of and running fully to the benefit of ITECH and the Co-Sponsors.
2. The Chairman of County Council, the County Administrator, and the Clerk to County Council are hereby authorized and directed to execute and deliver the Amended Fee Agreement in the name of and on behalf of the County. The Amended Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be

materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Amended Fee Agreement now before this meeting.

3. 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.

4. 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.

5. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County within thirty (30) days of the date of filing.

6. This Ordinance shall take effect immediately on enactment and the consent for inclusion in the Amended Fee Agreement by the Co-Sponsors, will be given retroactive recognition and ratification of the events described herein, respectively, to the extent allowed by law.

Done in meeting duly assembled this ____ day of December, 2017

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Edda Cammick, Chair of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

First Reading: November 21, 2017
Second Reading: December 5, 2017
Public Hearing: December 19, 2017
Third Reading: December 19, 2017

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2017-31**

AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SETBACK LANGUAGE FOR MULTI-FAMILY HOUSING STRUCTURES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30 Oconee County (“County”) a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the “County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and,

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended; and,

WHEREAS, the County is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and,

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 38 of the Code of Ordinances involving setbacks requirements as relate to multi-family housing structures in the Control Free District; and,

WHEREAS, County Council has therefore determined to modify Chapter 38 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

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

1. Section 38-10.2 of Chapter 38 of the Code of Ordinances, entitled *Control Free District (CFD)*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and hereby incorporated by reference as fully as if set forth verbatim herein.

2. County Council hereby declares and establishes its legislative intent that Attachment A become the applicable zoning provisions of the County, or parts thereof, with regard to the sections amended by Attachment A, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and by Section 4-9-130, South Carolina Code, 1976, as amended.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard, zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Section 38-10.2 of Chapter 38, not amended hereby, directly or by implication, shall remain in full force and effect.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2017.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: November 21, 2017
Second Reading: December 5, 2017
Third Reading: _____
Public Hearing: _____

ATTACHMENT A
To Ordinance 2017-31

Sec. 38-10.2. - Control free district (CFD).

The control free district is intended to be the initial zoning district for all parcels within the jurisdiction at the time of initial adoption of zoning in Oconee County, only; any parcel subsequently rezoned to any other district shall not be a part of the control free district at any future date.

Dimensional requirements:

Residential Uses	Density and Lot Size				Minimum Yard Requirements			Max. Height
	Min. Lot Size	Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	N/A	Greater than or equal to ¼ acre	N/A	N/A	25	5	10	65
	N/A	Less than ¼ acre to greater than or equal to ⅛ acre	N/A	N/A	15	5	5	65
	N/A	Less than ⅛ acre	N/A	N/A	10	5	5	65
Nonresidential Uses	Minimum Lot Size				Minimum Yard Requirements			Max. Height
	Min. Lot Size	Lot Size		Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	N/A	Greater than or equal to ¼ acre		N/A	25	5	10	65
	N/A	Less than ¼ acre to greater than or equal to ⅛ acre		N/A	15	5	5	65
	N/A	Less than ⅛ acre		N/A	10	5	5	65

These setback requirements shall not apply to subdivision plats that were recorded in the Office of the Oconee County Register of Deeds prior to May 7, 2002.

Setback requirements do not apply to lot lines separating dwelling units which are part of a multi-family housing structure (e.g., townhouses).

As to multi-family housing structures located on one lot (e.g., duplexes or apartments), setback requirements apply only to the exterior perimeter wall of the entire structure.

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE) FIRST ADDENDUM TO THE
) AGREEMENT FOR PURCHASE AND
) SALE OF PROPERTY

THIS FIRST ADDENDUM TO PURCHASE AND SALE AGREEMENT (the "First Addendum") is made and entered into this ____ day of _____, 2017 by and between **OCONEE COUNTY, SOUTH CAROLINA** (the "County") and **HISTORIC OCONEE COURTHOUSE LLC** (the "Company").

WITNESSETH:

WHEREAS, the County and the Company entered into that certain Purchase and Sale Agreement on January 15, 2016;

WHEREAS, the parties now wish to amend the Agreement.

NOW, THEREFORE, for valuable consideration and the mutual promises hereinafter set forth between the parties hereto, the legal sufficiency of which is hereby acknowledged by the parties, it is agreed that the Purchase and Sale Agreement is amended as follows:

Paragraph 3.1(d) is amended and replaced with the following:

(d) To obtain such assurances or approvals from the appropriate governmental authorizations as Purchaser deems necessary in relation to Purchaser's intended use of the Property, the environmental condition of the Property, and approvals from the South Carolina Department of Archives and the US Department of Interior/National Park Service of the Purchaser's rehabilitation plans for the property. In connection therewith, within Ten (10) days from the Date of this Agreement, Seller shall deliver or make available to Purchaser true and correct copies of all contracts, leases, documents, agreements or other information which affect the use, condition (including environmental condition), operation or ownership of the Property. For avoidance of doubt, and without limitation of the foregoing, Seller shall, within the ten (10) day period described above, provide to Purchaser all environmental and engineering studies, including structural engineering studies, soil sampling, economic impact and viability studies, within its possession or control. *Notwithstanding the provisions of Paragraph 3.1, the Companies Review Period shall be extended until such time as Company has received final Part 2 approval from the U.S. Department of Interior, National Park Service for its rehabilitation plans and so long as notice is provided to the County that Company is making reasonable and diligent efforts to obtain such approval.*

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

WITNESSES:

WITNESSES:

SELLER:

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Its: _____

PURCHASER:

HISTORIC OCONEE COURTHOUSE LLC

By: _____

Its: _____

SpeakWrite
www.speakwrite.com
Job Number: 17313-002
Custom Filenames: 1087 001
Date: 11/09/2017
Billed Words: 385

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: December 5, 2017
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Local ATAX –Oconee County PRT - \$35,500

BACKGROUND OR HISTORY:

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

These reports are placed in the grant folder, which is kept active by the PRT staff until the grant is considered complete. Internal projects through Oconee PRT are also funneled through local ATAX for eligible projects.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? No [review #2001-15 on Procurement's website]

If no, explain briefly: NO-ATAX grants

FINANCIAL IMPACT:

Beginning Local ATAX balance \$214,682

If all grants/projects approved/new balance will be: \$179,182

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes

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

ATTACHMENTS

Spreadsheet approved by PRT Commission on 11/16/17.

STAFF RECOMMENDATION:

Approval of ATAX grant recommendations per the attached spreadsheet.

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Phil Shirley, PRT Director
Department Head/Elected Official

Scott Moulder, County Administrator

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

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

Dec-17

Local ATAX Recommendations-December 2017

Applicant	Funds	Requested Project Description	Amount Eligible for ATAX	PRT Commission Recommendation
<u>Internal Projects-Oconee PRT</u>				
Mullins Ford Access Bath house repair	\$2,500	Storm damage repair from tree falling on bath house	\$2,500	\$2,500
Lake Hartwell Landings	\$6,500	Post season condition assessment (solar light, ADA picnic tables, playground equipment)	\$6,500	\$6,500
South Carolina Federation of Museums	\$2,500	Oconee County to host annual conference March-2018	\$2,500	\$2,500
Intern for Oconee PRT	\$4,000	Operations, marketing, maintenance, programming	\$4,000	\$4,000
Sesquicentennial Projects	\$20,000	Year long programming/promotions	<u>\$20,000</u>	<u>\$20,000</u>
		Total Internal Projects	\$35,500	\$35,500



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps (DX-At Large)	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Edna Carmick	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart		
							2015-2018	2017-2020	2015-2018	2017-2020	2017-2020	2015-2018	2017-2020
							District I	District II	District III	District IV	District V	At Large	At Large
Aeronautics Commission	2-262	5 - 2	YES	2X	YES	Jan - March	Randy Renz [2]	David Bryant [1]	Edward Perry [2]	Marion Lyles [1]	Ronald Chiles [2]	A. Brightwell [1]	Michael Gray [1]
Ag. Advisory Board	2016-17	5 - 2	YES	n/a	YES	Jan - March	Debbie Sewell [1]	Doug Hollifield [1]	Sandra Gray [1]	Ed Land [1]	Vickie Wiloughby [1]	Kim Alexander [1]	Rex Stanton [1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Betta Boreman [1]	Libby Imbody [1]	Mariam Noorai [1]	Tony Adams [1]	Stacy Smith	Shawn Johnson [1]	Janet Gorman [1]
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Allen Medford [2]	Gwen Fowler [1]	Bill Glister [1]	Marty McKee [2]	OPEN	Josh Lusk [1]	Charles Morgan [1]
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - March	George Smith [1]	Matt Rochester [1]	Bob DuBois [2]	Kevin Knight	Kenneth Owen		
Conservation Bank Board	2-381	Appointed by Category Preference		2X	YES	Jan - March	Shea Airey [2]	OPEN	Jennifer Moss [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2]	Frances Rundlett [1]
Destination Ocoee Action Committee	n/a	5 - 2	n/a	n/a	n/a	n/a	David Washburn	Luther Lyle [2]	Al Shadwick	Matthew Smith [1]	Bob Hill [2]	Robert Moore	Hal Welch [2]
PRT Commission (members up for reappointment due to initial stagger)	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith [1]; Andrew Conkey [1]; Kevin Evans [1]			Becky Wise [2], Rick Lacey [2], Mike Wallace [2]			Darlene Greene
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Scott Lusk [1]	Staley Powell [1]
Library Board	4-9-35/18 1	0 - 9	YES	2X	YES	Jan - March	M. McMahan [P, 1.15]; M. Jacobson [P, 1.15]; W. Caster [2, 1.15]			B. Brackett [1.17]; A. Griffin [1.17]; K. Holleman [P(1.17)]; L. Martin [P(1.17)]; A. Sundeth [2]; C. Morrison [1.17]			
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Brad Kisker	Andrew Gramling [1]	Alex Vassey	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhar	Mike Johnson
Anderson-Ocoee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open						
Capital Project Advisory Committee (end 1.17)													
Ocoee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV						
Ocoee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Mr. Scott Maulder, Administrator; Mr. Sammy Dickson						
Ten At The Top (TATT)				NO	NO	January	Mr. Dave Eldridge						
ACOG BOD						January	Council Rep: Ms. Carmick [yearly]; 2 yr terms Citizen Rep: Bob Winchester, Minority Rep: Bennie Cunningham						
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]						

[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.
 [SHADING = reappointment requested - questionnaire on file] Denotes individual who DOES NOT WISH TO BE REAPPOINTED
 Bold Italics TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

Katie Smith

From: Katie Smith
Sent: Thursday, November 09, 2017 2:39 PM
To: 'classadmgr@upstatetoday.com'
Subject: RE: Classified Ad# 23436 Confirmation

Looks good, thanks!

Katie

Katie D. Smith
Clerk to Council
Oconee County
415 S. Pine St. Walhalla
864.718.1023
Fx. 864.718.1024
ksmith@oconeesc.com

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

From: classadmgr@upstatetoday.com [<mailto:classadmgr@upstatetoday.com>]
Sent: Thursday, November 09, 2017 12:06 PM
To: Katie Smith
Subject: Classified Ad# 23436 Confirmation

Hi Katie, Please let me know if you approve this to run tomorrow, Friday, Nov. 10. Thanks, Jenny White

THE JOURNAL

Classified Advertisi

OCONEE COUNTY COUNCIL
415 S PINE ST
WALHALLA, SC 29691

Acct#:63488
Ad#:23436
Phone#:864-718-1023
Date:11/09/2017

Salesperson: **JWHITE** Classification: **Legals** Ad Size: **1.0 x 2.20**

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	11/10/2017	11/10/2017	1	38.27	38.27

Payment Information:

Date: Order# Type
11/08/2017 23436 **BILLED ACCOUNT**

Total Amount: 38.27

Amount Due: 38.27

Comments: ORDINANCE 2017-25 AMENDING ARTICLE 8 OF CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES

Attention: Please return the top portion of this invoice with your payment including account and ad number.

Ad Copy

NOTICE OF PUBLIC HEARING
There will be a public hearing on
Tuesday, December 5, 2017 at 6 pm
in the Oconee County Council
Chambers located at 415 South Pine
Street, Walhalla, SC 29691 for the
following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2017-25

AN ORDINANCE AMENDING ARTI-
CLE 8 OF CHAPTER 38 OF THE
OCONEE COUNTY CODE OF OR-
DINANCES IN CERTAIN LIMITED
REGARDS AND PARTICULARS
PERTAINING TO "AMENDMENTS
AND REZONING" GENERALLY
AND "METHODS OF INITIAL RE-
ZONING" IN PARTICULAR; AND
OTHER MATTERS RELATED
THERE TO.

TRANSPORTATION

AUTOS FOR SALE



93 Buick Roadmaster
115K miles
"Reduced...\$5,500"
Pete's Auto
402 Oak Street - Seneca
Call 862-1467



96 Dodge \$3,900
\$4K miles
Pete's Auto
402 S. Oak Street - Seneca
Call 862-1467



CLASSIC BMW 1976
Series 2002, 4 cylinder
AT, very clean & running
great local car.
"Reduced...\$8,500"
Bountyland Used Cars
1110 Frontage Road, Seneca
854-221-0049

LEGAL NOTICES

LEGALS

STATE OF SOUTH CAROLINA
COUNTY OF DOONEE
COURT OF COMMON PLEAS
NON-INDUJRY MATTER
(DEFICIENCY JUDGMENT
WAIVED)
C/A #2017-CP 57-461

NOTICE OF SALE

Oconee Federal Savings
and Loan Association
Plaintiff,

vs.
Laura Rees Lusk and Laura R. Lusk
individually, and as Personal
Representative of Estate of James F.
Rees,

Jr., aka James F. Rees, Jr., Jody L.
Lusk,
and PWS Citizens, N.A. N/A
Citizens Bank, N.A. aka to Charter
One
Bank aka to Home Loan Center,
Inc.
DBA Lending Tree Loans,
Defendants.

PURSUANT TO THE ORDER OF
THIS COURT in the above-
captioned matter, I will sell on Sales
Day now, to wit, December 4, 2017,
at the Oconee County Courthouse at
Wahalla, South Carolina, at 11:00
o'clock, A. M., the following describ-
ed real property, to wit:
All that certain piece, parcels or tract
of land lying and being situate in the

LEGAL NOTICES

LEGALS

Oconee County, South Carolina,
reference to which is invited for a
more complete and accurate descrip-
tion. This being the identical property
conveyed unto James F. Rees, Jr.,
Jody L. Lusk, and Laura R. Lusk, by
deed of Morris P. Long and Katherine
M. Long dated April 21, 2008, and
recorded in Deed Book 1276, page
150, records of Oconee County,
South Carolina. The interest of Jody
L. Lusk and Laura R. Lusk having
been conveyed to James F. Rees, Jr.
by deed dated July 31, 2008 and
recorded in Deed Book 1738, page
5, records of Oconee County, South
Carolina.

This conveyance is made subject to
the restrictive covenants recorded in
Deed Book 722, page 159, records
of Oconee County, South Carolina.
TAX MAP NO. 290-00 05-049 -
Physical Address: 152 Stephens
Farm Road, Seneca, SC

TERMS OF THE SALE - CASH TO
THE HIGHEST BIDDER, purchaser
to pay extra for deed and stamps. A
cash deposit of five (5%) per cent of
the bid will be required as evidence
of good faith in bidding, which sum
shall be forfeited in the event of
non-compliance with the terms of the
bid within ten days after the sale. No
deficiency judgment will be granted
and the sale will be final after full
compliance.

If the Plaintiff or the Plaintiff's
representative does not appear at
the public sale provided by this
Notice then the sale of the property
will be null, void and of no force and
effect. In such event, the sale will be
rescheduled for the next available
Sales Day.

BEVERLY H. WHITFIELD
Clerk of Court
Oconee County, South Carolina
Wahalla, SC
103347

INVITATION TO BID

The School District of Oconee
County (SDOC), Seneca, South
Carolina will receive proposals for
bilingual supplies until Monday,
November 27, 2017 at 2:00 p.m.
Specifications may be obtained by
contacting the Purchasing Depart-
ment at 854-868-4423 or emailing
schofor@oconee.k12.sc.us. Pro-

LEGAL NOTICES

LEGALS

posals may be emailed to the same
email address or mailed, if hand
delivered to the Department located
at 125 South Cove Rd. Seneca, SC
29072.

SDOC reserves the right to reject
any/all proposals and to waive any
informalities and technicalities so as
to purchase in the best interest of the
School District.

NOTICE OF PUBLIC HEARING

There will be a public hearing on
Tuesday, December 5, 2017 at 6 pm
in the Oconee County Council
Chambers located at 415 South Pine
Street, Wahalla, SC 29681 for the
following ordinance.

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2017-25

AN ORDINANCE AMENDING ARTI-
CLE 8 OF CHAPTER 38 OF THE
OCONEE COUNTY CODE OF OR-
DINANCES IN CERTAIN LIMITED
REGARDS AND PARTICULARS
PERTAINING TO "AMENDMENTS
AND REZONING" GENERALLY
AND "METHODS OF INITIAL RE-
ZONING" IN PARTICULAR, AND
OTHER MATTERS RELATED
THERE TO.

CHECK OUT

this week's
YARD SALES



Clip & Go

YARD SALES

'MULTI-FAMILY SALE'
SATURDAY 7-11
608 Sandstone Drive
Stonegate Subd.
Seneca, S.C. 29675.

Furniture, toys,
Christmas decorations,
household dishes, clothes,
baby items & much more...

Yard Sale
308 Grace Street
Fri. & Sat. 8 am-2 pm
Seneca, S.C.

Items will include men & ladies
clothes, new & old jewelry
hooplers, Christmas lights,
2th arrangements, home decor,
bedding, sets & MUCH

MORE....
All items
Priced To Sell!

Classifieds

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

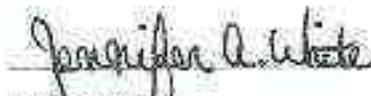
IN RE: ORDINANCE 2017-25 AMENDING ARTICLE 8 OF CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day, personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC, and distributed in Oconee County, Pickens County and the Piedmont area of Anderson County and the notice (of which the attached is a true copy) was inserted in said papers on 11/10/2017 and the rate charged therefor is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
11/10/2017



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024



Katie Smith

From: Katie Smith
Sent: Wednesday, November 08, 2017 10:54 AM
To: classadmgr@upstatetoday.com
Cc: Katie Smith
Subject: Legal Ad Request

Please run in the next edition of your publication. Please respond to the email to confirm receipt.

“Notice of Public Hearing

There will be a public hearing on Tuesday, December 5, 2017 at 6pm in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

**STATE OF SOUTH
CAROLINA OCONEE
COUNTY**

Ordinance 2017-25

AN ORDINANCE AMENDING ARTICLE 8 OF CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO “AMENDMENTS AND REZONING” GENERALLY AND “METHODS OF INITIAL REZONING” IN PARTICULAR; AND OTHER MATTERS RELATED THERETO.”

Please confirm receipt of this email by way of reply.

Best Regards,

Katie

Katie D. Smith
Clerk to Council
Oconee County
415 S. Pine St. Waihalla
864.718.1023
Ex. 864.718.1024
ksmith@oconeesc.com

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

OCONEE COUNTY PLANNING COMMISSION

415 South Pine Street - Walhalla, SC



TEL (864) 638-4218 FAX (864) 638-4168

November 6th, 2017

RE : Corridor Planning Directives

Dear Members of the County Council,

Planning Commission was tasked by County Council on April 24th, 2017 with creating Corridor Overlay Districts that would mitigate issues and enhance the safety, look and feel of the identified Corridors throughout the County. Planning Commission is attempting to plan for the future and needs to know if Council wants us to proceed with working on the Corridor Overlay Districts or not? If so, below is a list of potential topics the Corridor Overlays could cover, please provide specific directions regarding each of these topics as well as any other topics that Council finds important.

Regards

A handwritten signature in black ink, appearing to read 'Brad Kisker', with a circled initial 'AK' to the right.

Brad Kisker (Interim Chairman)

Potential Overlay Topics

- Traffic Mitigation
- Alternative Routes
- Design Standards for Landscaping and Buildings
- Signage / Billboards
- Other?



NOTES
RECREATION REVIEW TASK FORCE
November 21, 2017

Discussion regarding City Recreation Data form

The form is for a five year plan and although some don't have records to reflect this, one or two years back would help.

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D Discussion regarding City Recreation Data form

Discussion regarding City Recreation Data Form

The form is for a five year plan, although some cities do not have records to reflect this. One or two years would help. Some members have since turned in their forms.

Continued Discussion regarding Budget

Mr. Davis noted the goal of the budget is to get a clear picture of what recreation is costing each of the cities and the County. Further, he noted there was not a true understanding from a Council perspective of what the cities, city residents, and County residents pay. Discussion continued.

Discussion regarding Recreation / Tourism impact on Cities

Mr. Davis asked each member to give an overview of what draws residents into their area.

Fair Play Youth Center

- Location
- Recreation

Westminster

- Recreation
- Music Centre
- Apple Festival / Mayberry Days
- Chau Ram park [closed during winter]
- School events
- Church events

Salem

- Uses DAR, which is in Tamassee
- Challenging to get people to the city of Salem

Walhalla

- Recreation
- Oktoberfest
- Mayfeast

Discussion regarding Oconee County PRT tourism impact – Mr. Phil Shirley

Mr. Phil Shirley Recreation & Tourism [PRT] Director, addressed the members of the task force using a PowerPoint presentation to highlight the following:

- County Parks [Chau Ram, High Falls, South Cove]
- Resource Management
- Tourism
- Product Development

Discussion continued to include but not limited to:

- Countywide recreation
- Budget
- Fund any type of recreation would not be a loss
- Hospitality fund
- Recreation is important
- Tournaments
- ATAX funds
- Growth in cities & County

Mr. Davis asked for the following from members of each city:

- Facility upgrades – what is the current need that each facility has regarding upgrading their facility [i.e. roofing, etc.]; what would be the cost
- 5 year recreation program would be under the current assumption of where you are headed with zero funding and what would the recreation program be if it was funded
- What is the overall goal you are wanting to achieve

Sheriff Crenshaw addressed the members to include:

- Juvenile crime has increased
- Costs \$45 to \$55 a day to house a juvenile
- Westminster experienced thousands of dollars of damage due to juveniles; parents are paying the restitution
- Engage youth

Goals for Next Meeting

- 5 year plan where the cities are heading under the current circumstances and where they want to take the recreation group
- 5 year recreation program would be under the current assumption of where you are headed with zero funding and what would the recreation program be if it was funded
- What is the overall goal you are wanting to achieve
- Bring in completed city recreation data form

Next Meeting:

The next meeting will be held at 3:30 p.m. on Tuesday, January 2, 2018 at the Oconee County Council Chambers, 415 South Pine Street, Walhalla, SC 29691.



Public Comment
SIGN IN SHEET
6:00 PM

December 5, 2017

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	ALBERT P. SHUMER	VEHICLE
2	JAM MAREKOVICH	Set Backs
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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.



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: December 5, 2017 6:00 p.m.**

Ordinance 2017-25 "AN ORDINANCE AMENDING ARTICLE 8 OF CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO "AMENDMENTS AND REZONING" GENERALLY AND "METHODS OF INITIAL REZONING" IN PARTICULAR, AND OTHER MATTERS RELATED THERETO."

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

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

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

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

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

Please submit written comments to the Clerk to Council, 435 South Pine Street, Wallhalla, South Carolina, 29891.

Please PRINT your name

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None



**PUBLIC HEARING
SIGN IN SHEET
OCCONEE COUNTY COUNCIL MEETING
DATE: December 5, 2017 6:00 p.m.**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the South Carolina Jobs-Economic Development Authority (the "Issuer") and the County Council of Oconee County, South Carolina (the "County"), on Tuesday, December 5, 2017 at 6:00 pm in County Council Chambers located at 415 South Pine Street, Walhalla, South Carolina, in connection with the issuance by the Issuer of its Hospital Revenue Bonds (SC Health Company) (the "Bonds"), in one or more series, in an aggregate principal amount not to exceed \$1,500,000,000.

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

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group. Backslaps 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 Board and Commission appointed by Council should do so in an appropriate manner.

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

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

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

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

Please PRINT your name

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NONE