



# PUBLIC COMMENT SESSION SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

Tuesday, October 6, 2009

7:00 PM

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

Limited to forty [40] minutes, four [4] minutes per person.  
Comments MUST be related to a specific agenda item  
slated for action at the meeting.

PLEASE PRINT

	FULL NAME	AGENDA ITEM FOR DISCUSSION
1 x	Steve Cornelius	2, 4, 7, 11, 12, 13, 14
2 *	Boys Richards	Ev session
3	<del>Gary Owens</del>	<del>Ev session</del>
4	<del>Vin Codney</del>	<del>Ev session</del>
5 &	Dave Blackston	
6		
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Susie Cornelius  
170 Old Mill Lane  
Mountain Rest, SC

October 6, 2009

Public Comments to be made a part of County Council meeting record:

RE: Westminster Fire Services

I attended every county meeting made public on a new Westminster Fire Building:

Any action taken by Westminster in 2007 is by their own account.

There was no agreement - none that was ever made public. Nothing was said in public that would have a reasonable person to believe that terms had been reached.

City of Westminster has as Administrator paid in excess of \$100,000 a year to be smart enough to not have the City go forward on a hundreds of thousand dollars deal without a commitment. Why was this done?

It appears to the public that City of Westminster pushed the early purchase and commitment to property in 2007 in an attempt to force the County into a contract knowing that the voting council members had not yet been elected.

#### AS TO THE UNSUITABILITY OF THE ENTIRE PROJECT:

1. According to the fire consultant's statement, putting a Westminster Fire building to the easternmost side of the City may cause rural residents on the western side to have insurance ratings go as high as a ten.
2. By casually looking at and walking over the property, a reasonable person must believe that a large part of the site is unsuitable for construction of improvements without considerable stabilization. This site is an old debris fill loaded with stumps and trash.
3. The potential for millions of dollars in costs, which have not yet been estimated, has been included in the terms of the contract. Page 2, Sec 2-4
4. Driving through the neighborhood, a reasonable person must wonder whether it is possible for emergency vehicles on rushed calls to safely maneuver the narrow, residential streets out to the main road.
5. You have heard the statement made by the City of Westminster administrator David Smith, that emergency vehicles responding to calls will not turn on sirens until the vehicles reach Highway 123 so that the noise of emergency vehicles rambling through the neighborhood will not disturb the residents. Is this OK?

6. The county has yet to clearly define a use for the building - knowing that moving the county emergency response center, and all the equipment, will cost millions.
7. Mentioned is that the hospital will house ambulance(s) at the site in a building to be paid for by the county. The hospital ambulance service is a private enterprise owned by the hospital. The county transferred title to millions of dollars in acreage and the existing hospital buildings to the private corporation in exchange for certain services to the county. Nothing in that arrangement provides for the county to cover the additional cost of housing ambulances and emergency crews.
8. One of the Westminster City councilmen is an employee of the hospital who likely has been voting on this issue in a conflict of interest.
9. City of Westminster paid at least twice the market value for the project property, without considering that the property is the site of a former land dump. See the attached list of comparables in sales over the past year.
10. There is potential for a scam of the county taxpayer in the proposed agreement whereby county options to purchase the property at almost twice the already double-the-value price paid by Westminster; or that Westminster can terminate the Agreement by paying the county a base amount, beginning with \$2,500,000, which clearly cannot cover the costs of the improvements required to be made by the county, under the terms of the Agreement.
11. It is unknown to the public whether the county has calculated the operational cost of the project once it is utilized.
12. The county has commitments all over its rural area for emergency services which it has not yet adequately addressed.

Ask that County Council hold off on the proposed Agreement, at least until it has calculated the full costs for this project, and estimated the costs of various other projects to which it is committed in order to adequately service the entire county with emergency services.

Thank you.

*Sue Carver*

RecNum	Owner's Name	Parcel ID - Owners	Mailing Address - Property Address	Subdivision/Lot - Census Tract	Improvement Type - Land Use	Square Feet - Acres	Listed - Price
31061	JONES CARL H III - LINDA D	322-0010-004 - 29832	293 BOUNDARY AND RE-	Per 6,025 acre	FARM - FARM	16.53 - 37900	12/12/2006 - 37900
32661	SKSICH TREVORS G	223-00-02-025 - 28029	90 FOX 2925	1 9,355	OTHER - VACANT LOT - OTHER - VACANT LOT	18.86 - 129900	6/18/2007 - 129900
33361	KING ALEXANDER L - SUZANNE	249-00-03-016 - 36196	303 PALMUS CT	1 6,500	FARM - FARM	17.07 - 174200	12/22/2007 - 174200
34891	ROUND WINDMILL	052-00-02-006 - 26154	503 ASHBURNE GLEN CIR	1 1,945	FARM - FARM	17.96 - 35000	1/24/2008 - 35000
35661	PARRATTI CHARLES J	207-00-01-119 - 28063	HC 300X 191	1 5,111	RESIDENTIAL - RESIDENTIAL	18 - 18	6/11/2009 - 50000
36661	HULLA MARIONA JAMES - ANNETT A	245-00-01-115 - 29378	145 TOLLENAID	1 5,532	OTHER - VACANT LOT - OTHER - VACANT LOT	17.1 - 17.1	3/9/2007 - 34500
37351	MICHAEL J HANSEN R - PENELOPE D	266-00-01-015 - 26076	343 WINDING BRANCH LN	1 3,690	FARM - FARM	19.28 - 31171	12/29/2008 - 31171
38661	WILSON MICHAEL C - BEVERLY C	078-00-03-001 - 28861	540 E HALEWAY BRANCH RD	2 8,805	OTHER - VACANT LOT - OTHER - VACANT LOT	18.17 - 160000	6/13/2007 - 160000
39661	FULLS BOND HENRY A - ALLEN J	287-00-01-045 - 25678	193 CANTONER DR	1 5,674	OTHER - VACANT LOT - OTHER - VACANT LOT	19.27 - 109600	3/22/2007 - 109600
40661	BUTLER ROYER	209-00-02-006 - 39708	2257 HONESTY OF TRL	1 5,504	FARM - FARM	13.95 - 10000	1/07/2007 - 10000
41661	CARSON JAMES W - GAYLENE L	236-00-01-021 - 29583	130 TIMBER TR	1 28,333	RESIDENTIAL - RESIDENTIAL	12.01 - 34000	3/15/2007 - 34000
42661	KING JAMES RYAN - ANTHONY H	208-00-02-005 - 29653	532 ROLLING DR	MARSHALL HARRIS ESTATES 1 5,200	OTHER - VACANT LOT - OTHER - VACANT LOT	13.26 - 12400	10/22/2007 - 12400
43661	CARSON JAMES W - GAYLENE L	236-00-02-013 - 29693	130 TIMBER TR	MARSHALL HARRIS ESTATES 7 5,275	OTHER - VACANT LOT - OTHER - VACANT LOT	17.05 - 81000	6/15/2007 - 81000
44661	MURFETT HENRY C - GEORGIA D	290-00-02-042 - 33824	6821 JOHNSON ST	1 14,667	FARM - FARM	18 - 18	2/12/2008 - 220000
45661	MOORE THOMAS J - KIMBERLY C	304-00-02-016 - 28678	105 SCHWEN FARM RD	1 15,894	FARM - FARM	18.59 - 31000	6/15/2009 - 31000

Record#	Owner's Name	Parcel ID - Owners Zip	Mailing Address - Property Address	Subdivision/Lot - Census Tract	Improvement Type - Land Use	Square Feet - Acres	Last Sold - Price
254	HATTI DANNI J - DEBORAH B	045-00-01-010 - 29676	68 RD 83X	-	FARM - FARM	- 32	8/21/2006 - 32000
251	SCARBOROUGH LINDA S	046-00-01-507 - 4522	856 LUDLOW AVE	-	OTHER - VACANT LOT - OTHER - VACANT LOT	- 19.41	2/16/2009 - 181300
351	LAKEDRIDGE PARTNERS LLC	046-00-04-011 - 45216	1158 RIVERVIEW HILL DR	B	FARM - FARM	- 13.08	2/21/2007 - 100000
401	SIMPSON JAMES O - TOMAS ALFRED R	062-00-04-005 - 28323	670 MIDDLE RIVER DR	B	OTHER - VACANT LOT - OTHER - VACANT LOT	- 13.01	6/7/2009 - 50373
511	SCARBOROUGH JAMES D - THOMAS ALFRED R	062-00-04-012 - 28323	370 GREEN RIVER DR	A	OTHER - VACANT LOT - OTHER - VACANT LOT	- 12.00	2/12/2009 - 46326
563	FRODEN PATRICIA G - MICHAEL B	065-00-01-013 - 28630	4 GREEN ARBOR LN	-	FARM - FARM	- 16.4	11/5/2007 - 13000
701	LUCE MICHAEL ORAD - LUCE HOWARD BUR	065-00-04-002 - 28676	276 S WALLOW FORD RD	A	FARM - FARM	- 13.92	4/17/2009 - 30000
861	BARR ROBERT S JR - BOBBY L	065-00-02-128 - 28676	341 BURNT BANYARD RD	B	FARM - FARM	- 15.92	7/3/2009 - 150300
961	SMITH KIMY DORIS - HILARY H	087-00-01-030 - 73503	5076 RUMPLE RD	-	OTHER - VACANT LOT - OTHER - VACANT LOT	- 20	7/23/2007 - 10000
1081	MARDEL WILLIAM	09-00-02-016 - 26734	297 CHAPEL HILL DR	B	OTHER - VACANT LOT - OTHER - VACANT LOT	- 19.26	4/7/2007 - 195804
1181	WARDY JESSIE LUF	096-01-02-042 - 29581	700 PINEAPPLE POST RD	-	OTHER - VACANT LOT - OTHER - VACANT LOT	- 12.08	10/28/2007 - 100000
1281	FATHMAGUIE LITA	115-00-04-307 - 39364	306 HUNNICUTT DR	-	FARM - FARM	- 20	8/15/2008 - 38000
1361	BLACKMORE RONALD C - DEBRA W	114-00-00-207 - 29502	3057 HIVE HONEY LN	A	OTHER - VACANT LOT - OTHER - VACANT LOT	- 10.21	4/27/2009 - 182075
1461	CAWDOZ WILLIAM RICHARD	114-00-04-008 - 29864	156 HUNNICUTT DR	B	OTHER - VACANT LOT - OTHER - VACANT LOT	- 13.38	7/27/2007 - 58000
1581	BLAIRGOWNS BRAM - BOB K	117-00-03-022 - 3051E	766 JUDGULE RD	-	OTHER - VACANT LOT - OTHER - VACANT LOT	- 17.41	12/2/2007 - 17500
1681	SCARBOROUGH JAMES B	127-00-00-302			FARM		5/5/2001

Rec Num	Owner's Name	Parcel ID - Owner's Zip	Mailing Address - Property Address	Subdivision/Lot - Contig Tract	Improvement Type - Land Use	Square Feet - Acres	Last Sold - Price
0081	WESTMASTER CITY OF	570-20-01-007 - 28691	PO BOX 339	7 22 421	FARM - FARM	14.45	12/20/07 - 375,000

Statistics:

Total Average	Acres	Square Feet	Last Sale Price	Appraised Value	Improved Value	Assessment	Taxes
14.45 14.45	3	326,303	326,303	68,470	20,000	450	0
			326,303	68,470	20,000	450	0



# worklink

Connecting Companies & Employees

Amherst • Orange • Pickens 3C

County Council Introduction to WorkLink

Workforce Investment Board

Kita Colman, Executive Director

October, 2009



Connecting Companies & Employees

[www.worklinkweb.com](http://www.worklinkweb.com)



## How WorkLink Works

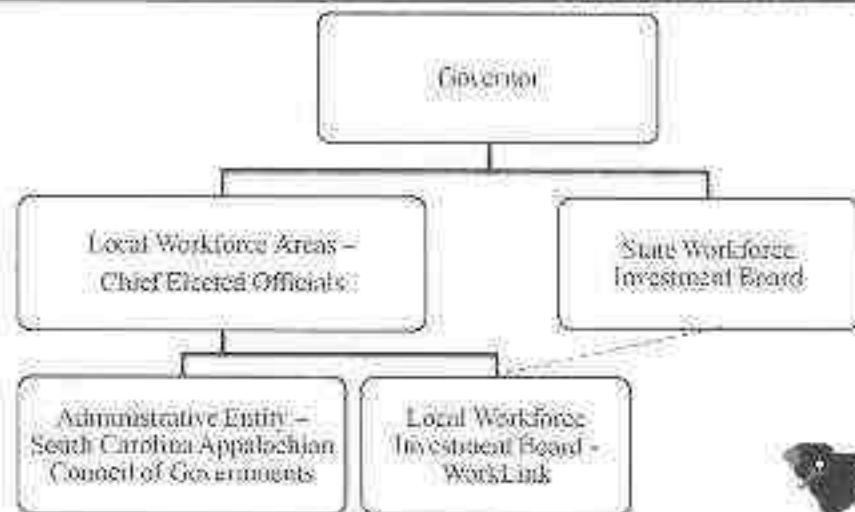
- ▶ Empowered by the Workforce Investment Act of 1998
- ▶ Governed by a volunteer board of directors
- ▶ Tasked with ensuring that the local workforce system is market-driven
- ▶ Implemented through a comprehensive OneStop system, partnerships and service providers



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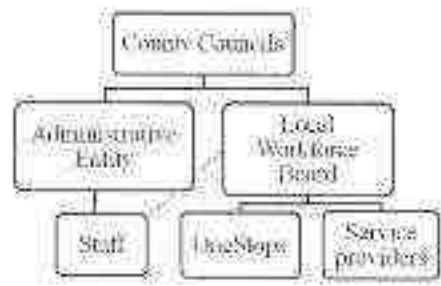
## Organizational Structure



## Roles & Responsibilities



- ▶ **County Council's Roles**
  - Select administrative entity (SCACOG)
  - Appoint board members
  - Approve strategic and annual plans
- ▶ **WorkLink's Roles**
  - Set policy and funding
  - Direct OneStops and service providers





## Oconee County Board Members



- **Private Sector**
  - Russ Karpick, Consultant
  - Bob Osborne, Trebel Corporation
  - Burch Harris, Timken
- **Labor Organization**
  - Hugh Foster, CWA Local 3702
- **Economic Development**
  - Jim Alexander, Oconee Economic Development
- **Other**
  - Bonnie Cunningham, South Carolina Appalachian Council of Governments



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## What WorkLink Does



- ▶ Offers advice regarding workforce policy and programs
- ▶ Coordinates with economic development efforts
- ▶ Serves as a point of contact for business, industry & labor
- ▶ Provides a forum for public and private sector leaders
- ▶ Assists in new training program development
- ▶ Reviews local agency plans and grant applications



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## WorkLink's Mission & Purpose

- ▶ **Vision Statement**
  - ▶ To have a fully employed, skilled workforce
- ▶ **Mission Statement**
  - ▶ Develop the link between employers and the workforce
- ▶ **Core Purpose**
  - ▶ To improve the workforce and the quality of life in the Tri-county region
  - ▶ To be the vehicle for workforce development in the Tri-county region



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## Working in your Community

- ▶ WorkLink's 2009 Job Fair attracted 1,800 job seekers ages 16-retirees,
- ▶ The Summer Youth Employment Program provided work experience and a stipend for 514 area youth ages 14-24,
- ▶ In program year 2009, an estimated 3,296 adults, 1,283 dislocated workers and 303 youth will benefit from our services.



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## Funding Workforce Development

- ▶ Funds granted to the region sponsored the Summer Youth Employment Program and increased adult education capacity.
- ▶ Workforce Investment Act funding totals \$4,131,956 for program year 2009.
- ▶ Stimulus funding adds \$4,135,524 to be spent by June 30, 2011.



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## Stimulus Funding at Work

- ▶ During the Summer Youth Employment Program, seven area school districts provided credit recovery, workplace readiness and work experience.
- ▶ Palmetto Youth Connections (Henkels and McCoy) works with out-of-school youth ages 17-24.
- ▶ SC Employment Security Commission, Tri-County Technical College, and Adult Education offer services for adults and dislocated workers.



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## Partners in Workforce Development

- ▶ Adult Education
- ▶ Apprenticeship Carolina™
- ▶ Department of Social Services
- ▶ ReadySC™
- ▶ South Carolina Employment Security Commission
- ▶ Trade Adjustment Assistance
- ▶ Tri-County Technical College
- ▶ Veterans Workforce Investment Programs
- ▶ Vocational Rehabilitation
- ▶ And many others



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## OneStop for Job Seekers

WorkLink's OneStop Centers in Anderson, Oconee and Pickens counties are the access points for employment and training services:

- **Core Services** are available to everyone as self-service activities.
- **Intensive Services** add a case manager and employment plan.
- **Training Services** include classroom and on-the-job training.



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## Extended Services

- **OneStop On-the-Go** travels with eight laptops that are Internet capable and connected to a printer/copier/scanner combo.
- **Access Points** house stationary computers at community organizations throughout the Tri-county area.



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## Services for Businesses

- **On-the-Job Training** through SCESC defrays the costs of hiring new employees.
- **Incumbent Worker Training** reimburses organizations for training during times of organizational change.
- **Apprenticeship<sup>TM</sup> Carolina** combines on-the-job training with technical instruction from Tri-County Technical College.
- **WorkKeys<sup>TM</sup>**, developed by ACT, profiles jobs and assesses the skills of employees or new hires.



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## Other Initiatives and Priorities

- ▶ **QuickJobs** training classes offered in partnership with Tri-County Technical College can be completed in 90-days or less.
- ▶ **Needs-Related Payments** and supportive services assist WIA participants with intensive or training services.
- ▶ **Veterans Priority of service** aligns with the Jobs for Veterans Act to ensure access to services.



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## Contact WorkLink

- ▶ For more information about our services, training and programs, contact Nita Colman, WorkLink Executive Director at [ncolman@worklinkweb.com](mailto:ncolman@worklinkweb.com) or 864-646-1458.
- ▶ Our physical location is 511 Westinghouse Rd. Pendleton, SC 29670.



An Equal Opportunity Employer/Program. Auxiliary aids and services available upon request to individuals with disabilities.



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STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**RESOLUTION 2009-16**

**A RESOLUTION HONORING DEPUTY STEVE L. DYAR  
AT HIS RETIRMENT**

**WHEREAS**, after thirty years of service to Oconee County and its citizens, Deputy Steve L. Dyar retired from the Oconee County Sheriff's Office on August 22, 2009; and,

**WHEREAS**, Deputy Dyar has faithfully protected and served the citizens of Oconee County since January 1, 1979, attaining the rank and retiring as the Deputy; and,

**WHEREAS**, throughout his life, Deputy Dyar has demonstrated the Oconee County Sheriff's Office's core values of integrity, service, excellence, and respect, both through his law enforcement career and through his personal life, especially in his relationships with his friends and family; and,

**WHEREAS**, while celebrating the career of Deputy Dyar, Oconee County and its citizens are once again reminded of the dedication demonstrated every day by law enforcement officers, who selflessly face injury and death while protecting the public; and,

**WHEREAS**, Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the Oconee County Council, desires to recognize and honor Deputy Dyar for his many years of dedicated and devoted service to the citizens of Oconee County and to honor him at the time of his retirement from public service,

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, by Oconee County Council in meeting duly assembled, that Oconee County Council hereby recognizes and honors Deputy Steve L. Dyar for thirty years of service to Oconee County and its citizens and for his unwavering dedication to protecting the people of Oconee County, which has brought great honor not just to him, but to his family, and his community.

**THIS RESOLUTION WILL TAKE EFFECT** and be in force immediately upon enactment.

**APPROVED AND ADOPTED** this 6<sup>th</sup> day of October, 2009.

OCONEE COUNTY, SOUTH CAROLINA

By:

Reginald T. Dexter, Chairman of County Council  
Oconee County, South Carolina

**ATTEST:**

By:

Elizabeth G. Hulse,  
Clerk to County Council

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
RESOLUTION 2009-17

**A RESOLUTION HONORING SERGEANT SAM M. COBB  
AT HIS RETIRMENT**

**WHEREAS**, after thirty years of service to Oconee County and its citizens, Sergeant Sam M. Cobb retired from the Oconee County Sheriff's Office on August 22, 2009; and,

**WHEREAS**, Sergeant Cobb has faithfully protected and served the citizens of Oconee County since January 1, 1979, attaining the rank and retiring as the Deputy; and,

**WHEREAS**, throughout his life, Sergeant Cobb has demonstrated the Oconee County Sheriff's Office's core values of integrity, service, excellence, and respect, both through his law enforcement career and through his personal life, especially in his relationships with his friends and family; and,

**WHEREAS**, while celebrating the career of Sergeant Cobb, Oconee County and its citizens are once again reminded of the dedication demonstrated every day by law enforcement officers, who selflessly face injury and death while protecting the public; and,

**WHEREAS**, Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the Oconee County Council, desires to recognize and honor Sergeant Cobb for his many years of dedicated and devoted service to the citizens of Oconee County and to honor him at the time of his retirement from public service.

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, by Oconee County Council in meeting duly assembled, that Oconee County Council hereby recognizes and honors Sergeant Sam M. Cobb for thirty years of service to Oconee County and its citizens and for his unwavering dedication to protecting the people of Oconee County, which has brought great honor not just to him, but to his family, and his community.

**THIS RESOLUTION WILL TAKE EFFECT** and be in force immediately upon enactment.

**APPROVED AND ADOPTED** this 6<sup>th</sup> day of October, 2009.

OCONEE COUNTY, SOUTH CAROLINA

By:

Reginald T. Dexter, Chairman of County Council  
Oconee County, South Carolina

**ATTEST:**

By:

Elizabeth G. Hulse,  
Clerk to County Council



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: October 6, 2009  
COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Resolution 2009-18

**BACKGROUND OR HISTORY:**

A new Grant Policy was approved by Council on July 21, 2009 that served to streamline the grant approval process. Instead of all grants (regardless of match, operational support, in-kind support, etc.) being required for submittal to the Council for approval, the new policy served to simplify the process. Under the new policy, only grants requesting new or additional personnel and matches in excess of \$5,000 will be submitted to Council prior to application.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The attached Resolution 2009-18 authorizes and supports Oconee County's application for Federal and State grant funds for which local matching funds have been made available through the operating and capital budget or for those applications requiring no match.

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

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

If no, explain briefly:

**STAFF RECOMMENDATION:**

Approval of Resolution 2009-18

**FINANCIAL IMPACT:**

NONE

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: N/A

If yes, who is matching and how much: N/A

**ATTACHMENTS**

Resolution 2009-18

Reviewed By/ Initials:

\_\_\_\_\_ County Attorney

\_\_\_\_\_ Finance

*VH*

\_\_\_\_\_ Grants

\_\_\_\_\_ Procurement

Submitted or Prepared By:

Veronda Holcombe-Lewis

Department Head/Elected Official

Approved for Submittal to Council:

*[Signature]*

Kendra Brown, Interim County Administrator

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

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

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
RESOLUTION 2009-18**

**A RESOLUTION AUTHORIZING AND SUPPORTING THE APPLICATION BY OCONEE COUNTY FOR ALL AVAILABLE FEDERAL OR STATE GRANT FUNDS FOR WHICH MATCHING COUNTY GRANT FUNDS HAVE PREVIOUSLY BEEN MADE AVAILABLE BY OCONEE COUNTY COUNCIL THROUGH THE OCONEE COUNTY OPERATING AND CAPITAL BUDGET OR FOR WHICH MATCHING FUNDS ARE NOT REQUIRED; COMMITTING SUCH PREVIOUSLY BUDGETED MATCHING FUNDS AS REQUIRED BY ANY SUCH GRANT; AUTHORIZING THE RECEIPT AND EXPENDITURE OF SUCH GRANT FUNDS; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, the South Carolina Code of Laws authorizes the various counties of the state to build and operate facilities and institutions and programs for the overall operation of county government, for the common good of the people of such counties; and,

**WHEREAS**, from time to time grant funds are available from the United States government (the "Federal" government) or the State of South Carolina (the "State"), which can be used in support of such institutions and facilities and programs; and,

**WHEREAS**, such grants may or may not require County matching funds; and,

**WHEREAS**, such grants also frequently require the authorization of the governing body of the political subdivision, but occasionally require immediate acceptance when convening the governing body may not be possible; and

**WHEREAS**, Oconee County (the "County"), a political subdivision of the State of South Carolina and a body politic and corporate, operating by and through its County Council (the "County Council") and through its annual budgetary process which County Council approves, makes available funds to match such federal and state grants for which matching County funds are required, and for operation of the facilities and institutions and programs, whether matching funds are required or not; and,

**WHEREAS**, the County, acting by and through its County Council, and in order to provide any required governing body authorization for such grants, desires to authorize, generically, the application for only such federal or state grants for which no County matching funds are required, but for which any necessary operating funds for the facility, institution or program in question have been made available by County Council through the County's operating and capital budgets or are available in applicable County enterprise fund balances, or for those grants for which County matching funds are required when such County matching funds have been made available by

County Council through the County's various operating and capital budgets or are available in applicable County enterprise fund balances, and to authorize the receipt and expenditure of such federal or state grants, for the purposes for which the grant applications have been made, only.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Oconee County Council in meeting duly assembled, that:

1. The Oconee County Administrator, or his duly authorized representative, is hereby authorized to apply for all federal and state grants for which no County matching funds are required, if all necessary operating funds for the County facility, institution, or programs in question have been made available by County Council through the County's operating and capital budgets or are available in applicable County enterprise fund balances, or for those grants for which County matching funds are required when all necessary County matching funds have been made available by County Council through the annual County operating and capital budgets or are available in applicable County enterprise fund balances, for County Council authorized programs, institutions, and facilities of the County, and to receive and expend such federal and state grant funds, for the purposes authorized in the respective grant applications.
2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
3. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
4. This resolution shall take effect and be in force immediately upon enactment.

**APPROVED AND ADOPTED** this 6<sup>th</sup> day of October, 2009.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Reginald T. Dexter, Chairman of County Council  
Oconee County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Elizabeth G. Hulse,  
Clerk to County Council

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

**COUNCIL MEETING DATE:** October 6, 2009  
**COUNCIL MEETING TIME:** 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Second Reading of Ordinance 2009-15: An Ordinance to Amend the Zoning Enabling Ordinance Pursuant to a Citizen-Initiated Rezoning Request

**BACKGROUND OR HISTORY:**

On July 7, 2009, County Council took First Reading in Caption Only on Ordinance 2009-15, which will rezone a series of 61 parcels located in the Fairview Community area, near Lake Keowee, from the Control Free District. As submitted, 56 parcels would be rezoned as Traditional Rural District (TRD), and 5 parcels were proposed as Lake Residential District (LRD). The request, which was submitted under the Small Area Rezoning Method by Mr. Gary McMahan and Mr. Lewis McMahan on May 26, 2009, was accompanied by the signatures of 79% of the parcel owners involved. Council referred the matter to the Planning Commission for review. The Commission held a special called meeting on July 27, 2009 to deal with the request, and following discussion, voted to recommend approval to the Council.

It should be noted that subsequent to the submission of the request, Crescent Resources contacted the Planning Department to inquire about changing two of the parcels included in the request, both owned by Crescent Resources, from Lake Residential District (LRD) as proposed to Residential District (RD). Following a series of discussions with staff, Crescent Resources sent a letter requesting that Council and the Planning Commission be advised of their wishes. At the time the letter was received, the Planning Commission had already completed their review of the request, and County Council was scheduled consider the matter for 2<sup>nd</sup> Reading and schedule a public hearing at their meeting on September 1<sup>st</sup>. At the Council meeting, the matter was referred back to the Commission for further review.

On September 14th, the Planning Commission took the matter up again, and staff informed the Commission that, as changing the 2 parcels from LRD to RD was consistent with the Comprehensive Plan and the Future Land Use Map, the proposed change presented no problems from the planning perspective. During discussions of the matter, which included input from the public in attendance, no opposition to the change was heard; the consensus of Commission, however, was that changing their vote solely on the basis of a property owner coming forward after their review would be problematic, and possibly be seen as a precedent that would lead to similar situations in the future. In setting out their position, however, commissioners noted that Council should, if they wished, initiate the change.

The Commission voted unanimously to recommend the proposed rezoning as originally submitted.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Given the consistency of the request by Crescent Resources to the Comprehensive Plan, and both the existing and planned character of the community in and around the Fairview Community area; the intent of the ZEO to allow property owners to have significant input in the rezoning process, honoring their requested rezoning classifications whenever appropriate; the lack of opposition to the specifics of the change expressed by the Planning Commission (as well as the public); the fact that the change does not significantly impact the overall nature of the original request, with the requested change maintaining the originally proposed residential nature of the parcels involved; and, with all property owners to be directly notified by mail of the specific proposal under consideration prior to the public hearing, staff feels it appropriate for Council to consider initiation of the change of the 2 Crescent Resources parcels from LRD to RD.

*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.*

Public notice requirements contained in the Zoning Enabling Ordinance specify that all registered property owners of effected parcels in the proposed rezoning be notified by mail at least 15 days prior to any scheduled public hearing.

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]  
If no, explain briefly: N/A

**STAFF RECOMMENDATION:**

Initiate the change of the Crescent Resources parcels (178-00-02-012 & 179-00-02-001) from LRD to R1D, and take Second Reading on the ordinance amending the ZEO by the proposed rezoning, and schedule the required Public Hearing.

**FINANCIAL IMPACT:**

Cost of required public notice: signs, advertisement, and mailings- estimated to be less than \$200 (contained in Zoning Office 2009-2010 budget)

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

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

**ATTACHMENTS**

Copy of recommended rezoning proposal

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants      \_\_\_\_\_ Procurement

**Submitted or Prepared By:**

*[Signature]*

\_\_\_\_\_  
Department Head/Elected Official

**Approved for Submittal to Council:**

*[Signature]*

\_\_\_\_\_  
Kendra Brown, Interim County Administrator

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

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

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
**ORDINANCE NO. 2009-15**

**AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO**

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

**WHEREAS**, Oconee County Council has heretofore, by and through its Zoning Enabling Ordinance, 2007-18, finally adopted on November 6, 2008 (the "Zoning Enabling Ordinance", or "ZEO"), codified at Chapter 38 of the Oconee Code of Ordinances (the "Oconee County Code"), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

**WHEREAS**, subsequent to the adoption of the Zoning Enabling Ordinance, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

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

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

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

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

Parcel (Tax Identification Number)

178-00-01-018  
178-00-01-019  
178-00-01-020  
178-00-01-021  
178-00-01-024  
178-00-01-025  
178-00-01-039  
178-00-01-040  
178-00-01-041  
178-00-01-044  
178-00-01-074  
178-00-01-083  
178-00-01-084  
178-00-01-090  
178-00-01-097  
178-00-01-109  
178-00-02-009  
178-00-02-010  
178-00-02-011  
178-00-02-013  
178-00-02-015  
178-00-02-016  
178-00-02-017  
178-00-02-018  
178-00-02-033  
178-00-02-035  
178-00-02-039  
178-00-02-041  
178-00-02-046  
178-00-02-047  
178-00-02-054  
178-00-02-073  
178-00-02-075  
178-00-02-087  
178-00-02-109

179-00-02-003  
179-00-02-004  
179-00-02-018  
179-00-02-019  
179-00-03-033  
179-00-03-034  
179-00-03-154  
193-00-03-001  
193-00-03-002  
193-00-03-003  
193-00-03-004  
193-00-03-005  
193-00-03-006  
193-00-03-023  
193-00-03-030  
193-00-03-031  
193-00-03-037  
193-00-03-039  
193-00-03-045  
193-00-03-046  
193-00-03-050  
193-00-03-052

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

Parcel (Tax Identification Number)

178-00-01-088  
178-00-01-089  
178-00-01-106  
178-00-02-012  
178-00-02-001

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. The Zoning Enabling Ordinance, Ordinance 2007-18, and Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.



4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2009.

**OCONEE COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Reginald T. Dexter  
Chairman, Oconee County Council

ATTEST

\_\_\_\_\_  
Elizabeth G. Hulse  
Clerk to County Council

First Reading: July 7, 2009  
Second Reading: October 6, 2009  
Public Hearing:  
Third Reading:

APPENDIX A

Parcels Rezoned by Ordinance 2009-15



STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
**ORDINANCE 2009-18**

AN ORDINANCE AUTHORIZING THE TRANSFER OF AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES ACROSS CERTAIN OCONEE COUNTY REAL PROPERTY AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT RELATED TO THE SAME; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of that certain tract of land situate being more fully shown and designated on a deed recorded in the office of the Register of Deeds for Oconee County, South Carolina on August 9, 1995, in Deed Book 828 p. 121, and having Oconee County TVIS# 149-00-01-004; ("County Property"); and,

WHEREAS, Blue Ridge Electric Cooperative, Inc. ("Blue Ridge") wishes to acquire from the County, a perpetual, non-exclusive right-of-way and utility easement upon, over, through and across that certain piece, parcel or tract of land being contained within and located upon the County Property designated as "Right-of-Way and Utility Easement Area" on a utility route survey beginning at route Station 87+77.65 and ending at Station 90+99.08 prepared by Souther Land Surveying entitled "OCONEE COUNTY RIGHT-OF-WAY TO BE ACQUIRED BY BLUE RIDGE ELECTRIC COOPERATIVE, INC. EBENEZER 100 KV TRANSMISSION LINE" dated October 27, 2008 and attached hereto as Exhibit A and incorporated herein by this reference ("Survey"); and

WHEREAS, in consideration of the payment and other good and valuable consideration as stated in the easement agreement, attached hereto as Exhibit B and incorporated by this reference ("Easement Agreement"), the County desires to declare, create and establish a perpetual, non-exclusive right-of-way and utility easement upon, over, through and across the Right-of-Way and Utility Easement Area for the benefit of Blue Ridge by execution and recording of the Easement Agreement; and,

WHEREAS, Section 4-9-30(2) of the Code of Laws of South Carolina, 1976, as amended, (the "Code") authorizes the County to transfer or otherwise dispose of interests in real property;

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

1. Oconee County Council authorizes the conveyance to Blue Ridge of those certain easement interests across the County Property as are more particularly described in the Easement Agreement.
2. The Oconee County Administrator is hereby authorized and directed to execute the Easement Agreement, and to take all other steps and actions as are necessary or appropriate to transfer said easement interests in the County Property to Blue Ridge.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

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

**ORDAINED** in meeting, duly assembled, this \_\_\_ day of \_\_\_, 2009.

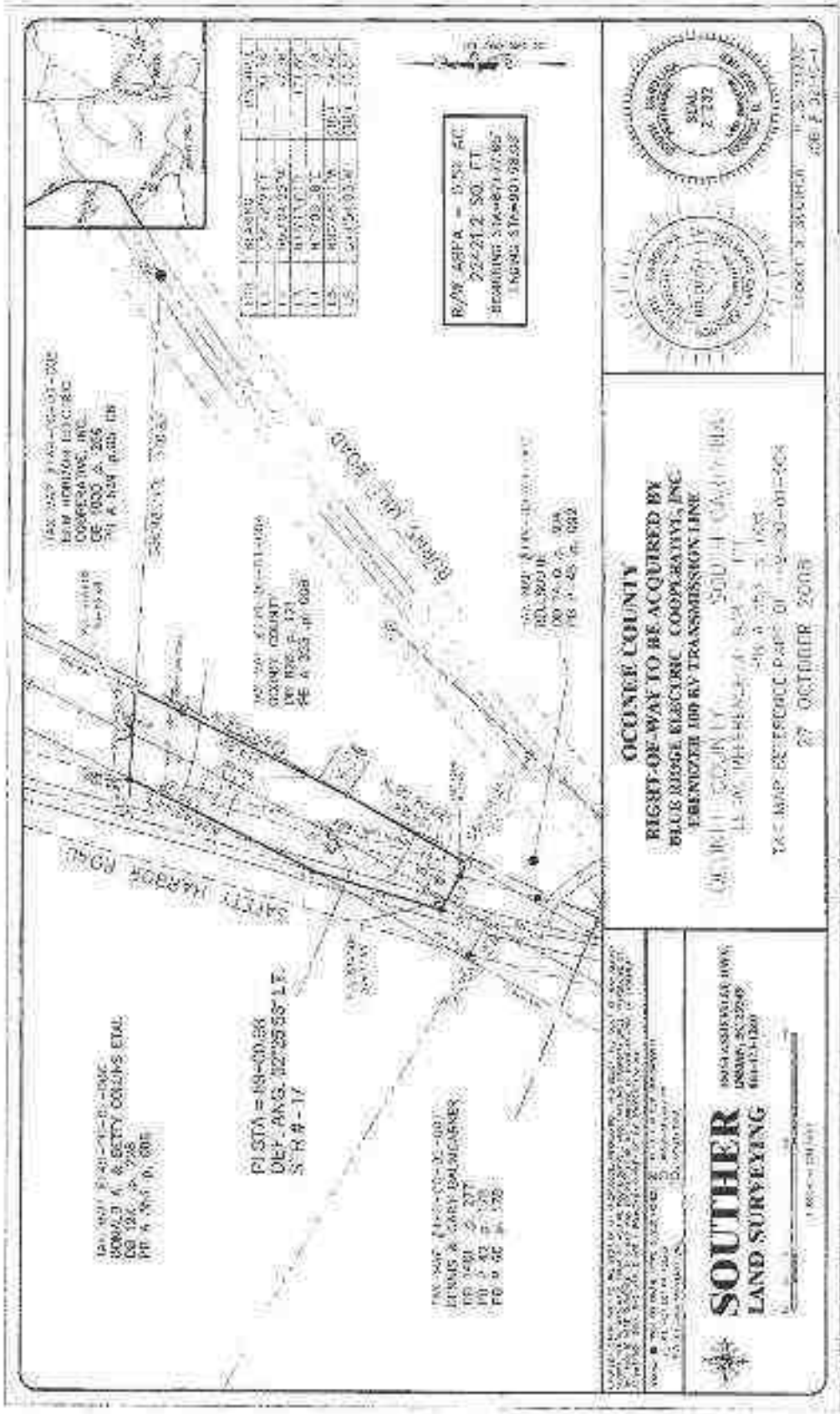
**FOR OCONEE COUNTY:**

\_\_\_\_\_  
Reginald T. Dexter, Chairman  
Oconee County, South Carolina

**ATTEST:**

\_\_\_\_\_  
Elizabeth G. Hulse  
Oconee County Clerk in Council

First Reading:  
Second Reading:  
Public Hearing:  
Third Reading:



LINE	BEARING	DISTANCE	REMARKS
1	S 73° 00' 00" W	100.00	1/4 SECTION 17
2	S 73° 00' 00" W	100.00	1/4 SECTION 17
3	S 73° 00' 00" W	100.00	1/4 SECTION 17
4	S 73° 00' 00" W	100.00	1/4 SECTION 17
5	S 73° 00' 00" W	100.00	1/4 SECTION 17
6	S 73° 00' 00" W	100.00	1/4 SECTION 17
7	S 73° 00' 00" W	100.00	1/4 SECTION 17
8	S 73° 00' 00" W	100.00	1/4 SECTION 17
9	S 73° 00' 00" W	100.00	1/4 SECTION 17
10	S 73° 00' 00" W	100.00	1/4 SECTION 17

R/W ASPA - 1750 AC  
 22421.2 SQ. FT.  
 AREA: 516-871-7765  
 PHONE: 318-901-2858

**OCONEE COUNTY**  
**RIGHT-OF-WAY TO BE ACQUIRED BY**  
**BLUE RIDGE ELECTRIC COOPERATIVE, INC.**  
**FOR THE CONSTRUCTION OF A 230KV TRANSMISSION LINE**  
 THE RIGHT-OF-WAY IS 100 FEET WIDE  
 THE MAP REFERENCE IS 2008-018-01-208  
 DATE OF ACQUISITION: 27 OCTOBER 2008

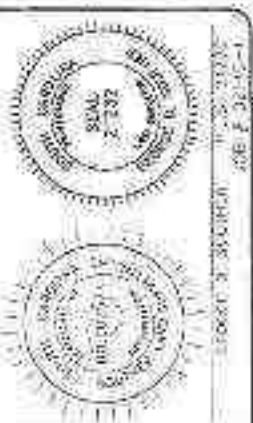
**SOUTHERN LAND SURVEYING**  
 8004 COLUMBIAN HWY.  
 DANBURG, GA 30528  
 601-333-1200

1:50000 (SHEET 1A)

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PI STA = NS-CM-36  
 DEF. ANG. 102°28'55" LT.  
 S. R. # - 17

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STATE OF SOUTH CAROLINA

)  
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EASEMENT AGREEMENT

COUNTY OF OCONEE

THIS EASEMENT AGREEMENT ("Agreement") is entered into by and between Oconee County, South Carolina ("Grantor") and Blue Ridge Electric Cooperative, Inc. ("Grantee") as of \_\_\_\_\_, 2009.

WHEREAS, Grantor is the owner and holder of fee simple title to certain property located in Oconee County, South Carolina, the deed to which was recorded in the office of the Register of Deeds for Oconee County, South Carolina on August 9, 1995, in Deed Book 828 p. 131, and having Oconee County TMS# 149-00-01-004 ("Grantor Property"); and,

WHEREAS, Grantee wishes to acquire from Grantor, and Grantor wishes to grant to Grantee, a perpetual, non-exclusive right-of-way and utility easement upon, over, through and across that certain piece, parcel or tract of land being contained within and located upon the Grantor Property and being designated as "Right-of-Way and Utility Easement Area" on a utility route survey beginning at route Station 87+77.65 and ending at Station 90+99.08 prepared by Souther Land Surveying entitled "OCONEE COUNTY RIGHT-OF-WAY TO BE ACQUIRED BY BLUE RIDGE ELECTRIC COOPERATIVE, INC. EBENEZER 180 KV TRANSMISSION LINE" dated October 27, 2008 and recorded in the office of the Register of Deeds for Oconee County, South Carolina on \_\_\_\_\_, 2009 in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ ("Survey");

NOW, THEREFORE, for and in consideration of Nine Thousand Eight Hundred and 00/100 Dollars (\$9,800.00), receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. GRANT OF EASEMENT. Grantor does hereby grant, bargain, sell, convey unto Grantee, its successors and assigns, a perpetual, non-exclusive right-of-way and utility easement upon, over, through and across that certain piece, parcel or tract of land being contained within and located upon the Grantor Property and being designated as Right-of-Way and Utility Easement Area on the Survey, to construct, maintain, alter, repair and replace one or more electric transmission, distribution and communication lines, including, but not limited to, underbuild, towers, poles, anchors and any necessary fixtures and wires attached thereto, footings, foundations, counterpoised underground wires, and all structures, appliances and antennas and electronic equipment necessary in connection therewith (the foregoing individually or collectively, the "Lines and Appurtenances"); together with the right to clear and keep clear all brush, timber and tree tops within the Right-of-Way and Utility Easement Area which might endanger any of the Lines and Appurtenances.

2. OWNERSHIP OF LINES AND APPURTENANCES. All Lines and Appurtenances shall remain the property of Grantee, removable at the sole option of Grantee at any time.

3. REMOVAL OF DANGER TREES. Grantee shall not remove trees located outside the Right-of-Way and Utility Easement Area ("Danger Trees") without prior written consent of Grantor, which consent shall not be unreasonably withheld; provided, however, that Grantor's

refusal to consent to the removal of one or more Danger Trees shall not be deemed unreasonable under this Agreement unless Grantee has provided Grantor a signed written statement by a registered and professionally licensed forester that the particular Danger Tree or Danger Trees in question pose a threat of injury or damage to the Lines and Appurtenances. For Danger Trees removed after the initial clearing, Grantee will pay Grantor the fair market value of such Danger Trees at the time of cutting as determined by a registered and professionally licensed forester in a written estimate which shall be provided to Grantor prior to such cutting.

4. OWNERSHIP OF CUT TREES. All trees cut by Grantee by virtue of this easement agreement shall become the property of Grantee and, except as directed by a local, state and/or federal agency, Grantee shall promptly remove all cut trees, brush, timber and tree tops cleared by Grantee from the Grantor Property, and Grantee shall restore the surface of disturbed ground to approximately the grade and shape of the surrounding land. The cost of any damage to the Grantor Property (other than to trees, brush, timber and tree tops cleared or removed pursuant to the terms of this Agreement) caused by Grantee, or Grantee's agents, employees or contractors shall be borne by Grantee; provided, however, that Grantor shall be entitled to repair such damage and seek reimbursement from Grantee.

5. BUILDINGS OR STRUCTURES. No buildings or permanent structures shall be placed within the Right-of-Way and Utility Easement Area.

6. TRANSFER OR ASSIGNMENT. This Agreement shall extend to the parties hereto and be transferable, in whole or in part, to their successors and assigns.

7. AMENDMENT: This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and may not be abrogated, modified, rescinded or amended in whole or in part without the express written consent of the Parties or their respective successors or assigns. This Agreement and all amendments hereto shall be recorded in the public records of the Oconee County, South Carolina.

8. NOTICES: Any notice, request, demand or other communication to be given to either party hereunder shall be in writing and shall, be given or served by depositing the same in the United States mail, postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same in person to such party or by private courier guaranteeing next day delivery.

The following is the address for notice purposes of Grantor:

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

The following is the address for notice purposes of Grantee:

Blue Ridge Electric Cooperative, Inc.,  
Attn: Manager of Engineering  
734 West Main Street  
Pickens, South Carolina 29671

Either Party may lodge written notice of a change of address with the other. Notices shall be deemed given on the date of personal delivery to the specified Party, or the date of receipt indicated on the return receipt card, or on the date that the certified mail is rejected by the addressee. Each Party shall in good faith make reasonable efforts to deliver any notice required hereunder to the Party entitled to receive notice.

9. GOVERNING LAW: This Agreement shall be governed by and enforced in accordance with the laws of the State of South Carolina.

10. TIME OF ESSENCE: This is of the essence of this Agreement.

11. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts together shall be deemed to constitute one original document.

TO HAVE AND TO HOLD, all and singular the rights, privileges and easements aforesaid unto the said Blue Ridge Electric Cooperative, Inc., its successors and assigns, forever.

IN WITNESS WHEREOF, I have hereunto set my hand(s) and Seal(s), this \_\_\_\_ day of \_\_\_\_\_, 2009.

WITNESS:

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

WITNESS:

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

GRANTOR:

Oconee County, South Carolina

\_\_\_\_\_

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

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

GRANTEE:

Blue Ridge Electric Cooperative, Inc.

\_\_\_\_\_

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

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



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

ACKNOWLEDGMENT  
(Pursuant to S.C. Code Section 30-5-30 (c))

I, \_\_\_\_\_, Notary Public for South Carolina, do hereby certify that  
Oconee County, by \_\_\_\_\_, its \_\_\_\_\_ personally  
appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness by my hand this \_\_\_\_\_ day

of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires:  
\_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

ACKNOWLEDGMENT  
(Pursuant to S.C. Code Section 30-5-30 (c))

I, \_\_\_\_\_, Notary Public for South Carolina, do hereby certify that  
Blue Ridge Electric Cooperative, Inc., by \_\_\_\_\_, its  
\_\_\_\_\_ personally appeared before me this day and acknowledged the  
due execution of the foregoing instrument.

Witness by my hand this \_\_\_\_\_ day

of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires:  
\_\_\_\_\_

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
ORDINANCE 2009-19**

**AN ORDINANCE AUTHORIZING THE TRANSFER OF INTEREST IN  
CERTAIN OCONEE COUNTY REAL PROPERTY AND AUTHORIZING  
THE EXECUTION AND DELIVERY OF AN ACCESS EASEMENT  
AGREEMENT RELATED TO THE SAME; AND OTHER MATTERS  
RELATED THERETO.**

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of that certain tract of land situate, lying and being in the County of Oconee, State of South Carolina, conveyed to the County by deed recorded in Book 15-0, Page 84, in the office of the Register of Deeds for Oconee County ("County Property"); and,

WHEREAS, Duke Energy Carolinas, LLC ("Duke Energy") wishes to acquire from the County, a perpetual easement across, under, upon and over the County Property, at the Siren Easement Area, as defined below, to construct, maintain and operate a siren (the "Siren"), and to construct, operate and maintain across, under, upon, and over the Siren Easement Area all equipment and utility connections required by Duke Energy for the operation of the Siren, with such easement area being described as the "Siren Easement Area", herein, containing 0.002 +/- acres, described as "Area Within Siren Easement = 100 SQ. FT. or 0.002 AC." and the "Siren Access Easement Area", as used herein, shall refer to those areas or parcels of land upon the Property containing 0.1124/-acres, described as "Area within Access Easement = 4,882 SQ. FT. or 0.112 AC" all as shown on a plat of survey entitled "Easement to be Acquired from Oconee County Regional Airport," dated May 5, 2008, marked MAP: 001514-373093, attached hereto as Exhibit A and incorporated herein by reference; and,

WHEREAS, in consideration of the good and valuable consideration as stated in the easement agreement, attached hereto as Exhibit B and incorporated by this reference ("Easement Agreement"), the County desires to declare, create and establish a perpetual easement upon, over, through and across the Siren Access Easement Area and the Siren Easement Area for the benefit of Duke Energy by execution and recording of the Easement Agreement; and,

WHEREAS, the County further desires to grant to Duke Energy, the United States Nuclear Regulatory Commission, the United States Department of Homeland Security, the Federal Emergency Management Agency, the South Carolina Department of Health and Environmental Control and the Institute of Nuclear Power Operations a perpetual easement across and upon the Siren Easement Area and the Siren Access Easement Area for the benefit of Duke Energy, the United States Nuclear Regulatory Commission, the United States Department of Homeland Security, the Federal Emergency Management Agency, the South Carolina Department of Health and Environmental Control, and the Institute of Nuclear Power Operations for the purpose of testing or sounding the Siren, by execution and recording of the Easement Agreement; and,

WHEREAS, Section 4-9-30(2) of the Code of Laws of South Carolina, 1976, as amended, (the "Code") authorizes the County to transfer or otherwise dispose of interests in real property,

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

1. Oconee County Council authorizes the conveyance to Duke Energy, the United States Nuclear Regulatory Commission, the United States Department of Homeland Security, the Federal Emergency Management Agency, the South Carolina Department of Health and Environmental Control, and the Institute of Nuclear Power Operations of those certain easement interests across the County Property as are more particularly described in the Easement Agreement.
2. The Oconee County Administrator is hereby authorized and directed to execute the Easement Agreement, and to take all other steps and actions as are necessary or appropriate to transfer said easement interests in the County Property to Duke Energy, the United States Nuclear Regulatory Commission, the United States Department of Homeland Security, the Federal Emergency Management Agency, the South Carolina Department of Health and Environmental Control, and the Institute of Nuclear Power Operations, respectively.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_ day of \_\_\_, 2009.

**FOR OCONEE COUNTY:**

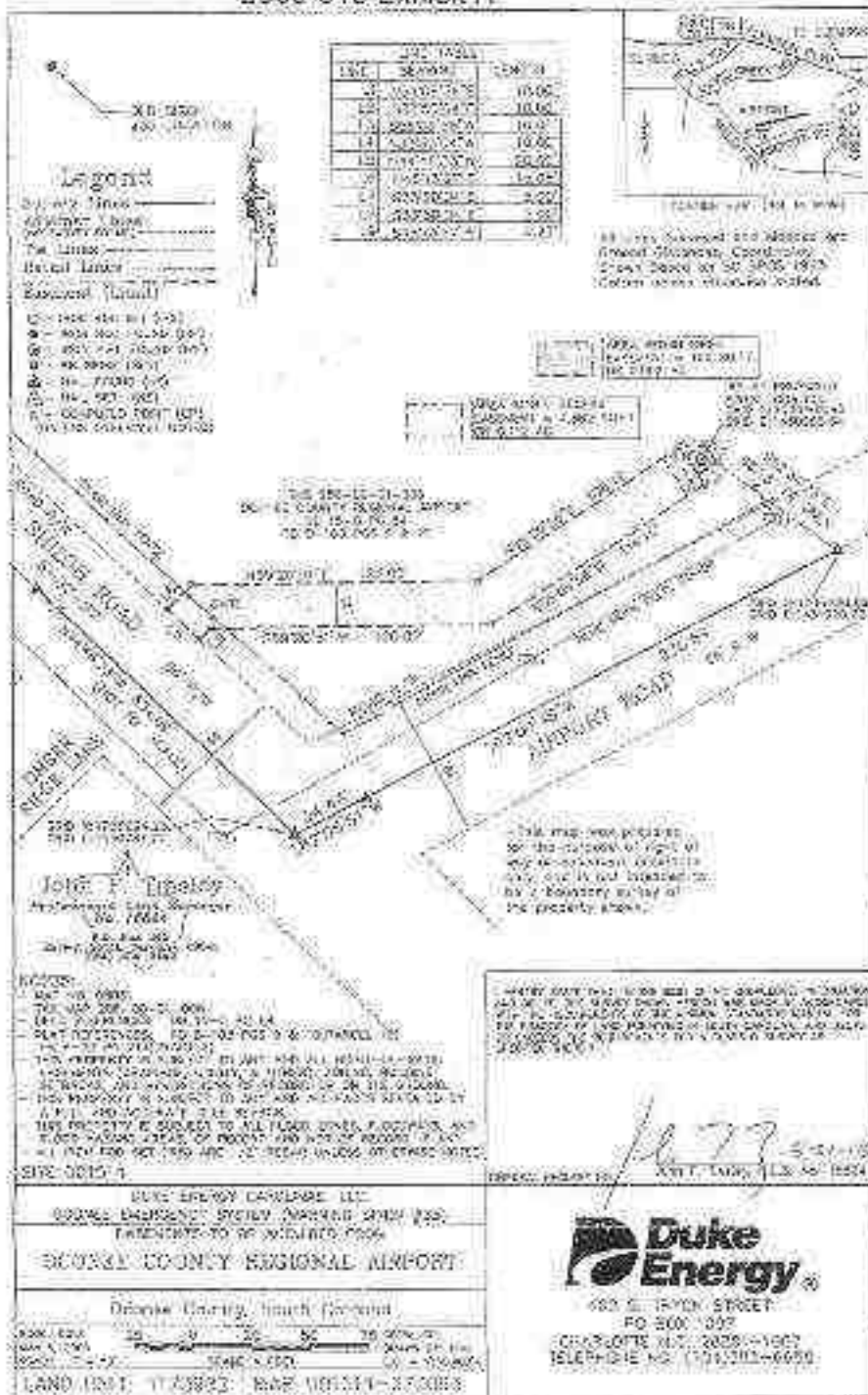
\_\_\_\_\_  
Reginald J. Dexter, Chairman  
Oconee County, South Carolina

**ATTEST:**

\_\_\_\_\_  
Elizabeth G. Hulse  
Oconee County Clerk to Council

First Reading:  
Second Reading:  
Public Hearing:  
Third Reading:

2009-019 Exhibit A



2009-19 Exhibit B

Prepared By: Karol P. Mack, Associate General Counsel, Duke Energy Corporation  
Mail To: Duke Energy Carolinas, LLC  
Records Management ST30C  
P.O. Box 1007  
Charlotte, NC 28201

Sire 001514  
Land Unit 1171982  
Project No. 000514-373055  
Siren No. 35

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between OCONEE COUNTY, hereinafter referred to as "Grantor," and DUKE ENERGY CAROLINAS, LLC, a NC limited liability company, hereinafter referred to as "Grantee":

WITNESSETH:

That for and in consideration of the sum of Ten (\$10,000) Dollars, receipt whereof is hereby acknowledged, Grantor has this day bargained and sold and by these presents does hereby grant, bargain, sell and convey unto Grantee, the rights and easements specified herein across and upon the property of Grantor in Oconee County, South Carolina, conveyed to the Grantor by deed recorded in Book 15-6, Page 84, in the Office of the Clerk of Court for Oconee County (the "Property").

Grantor hereby grants to Grantee a perpetual easement across, under, upon and over the Property, at the Siren Easement Area, as defined below, to construct, maintain and operate a rotating siren rated at not more than 127 decibels, mounted upon a utility pole (such siren and pole installation being the "Siren"), and to construct, operate and maintain across, under, upon, and over the Siren Easement Area all equipment and utility connections required by Grantee for the operation thereof (such related equipment and connections collectively being the "Siren Equipment"). As used herein, the "Siren Easement Area" shall refer to those areas or parcels of land upon the Property containing 0.002 +/- acres, described as "Area Within Siren Easement = 100 SQ.FT. or 0.002 AC," and the "Siren Access Easement Area" shall refer to those areas or parcels of land upon the Property containing 0.112 +/- acres, described as "Area within Access Easement = 4,882 SQ.FT. or 0.112 AC" all as shown on a plat of survey entitled "Easement to be Acquired from Oconee County Regional Airport," dated May 5, 2008, marked MAP: 001514-373093, attached hereto as Exhibit A and incorporated herein by reference. Grantee's rights hereunder shall include, but not be limited to, removing any and all trees and other vegetation from, and otherwise keeping clear, the circular area within a ten (10) foot radius from the Siren. Grantee shall be entitled at any time, and from time to time, to relocate the Siren to a location within ten (10) feet of the location agreed upon by the parties, as provided above.

Grantor hereby grants to Grantee a perpetual easement across and upon the Siren Access Easement Area for the purposes of vehicular and pedestrian access as required by Grantee, and to the extent necessary, in Grantee's reasonable opinion, for the inspection, maintenance and operation of the Siren and Siren Equipment.

Further, Grantor hereby grants to Grantee and to the United States Nuclear Regulatory Commission, the United States Department of Homeland Security, the Federal Emergency Management Agency, the South Carolina Department of Health and Environmental Control, and the Institute of Nuclear Power Operations a perpetual easement across and upon the Siren Easement Area and the Siren Access Easement Area for the purpose of testing or sounding, at any time and without notice, the Siren for evacuation drills and similar exercises or as required in the event of any emergency situation.

Grantor acknowledges that title to the Siren and to the Siren Equipment placed or installed upon the Siren Easement Area by Grantee shall at all times remain in Grantee.

**TO HAVE AND TO HOLD** the said easement unto the Grantee, the United States Nuclear Regulatory Commission, the United States Department of Homeland Security, the Federal Emergency Management Agency, the South Carolina Department of Health and Environmental Control, and the Institute of Nuclear Power Operations, and their successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed by its duly authorized officials, on this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord two thousand nine and in the two hundred and thirty-third year of the Independence of the United States of America.

**GRANTOR:**

\_\_\_\_\_  
Witness

Oconee County

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_  
as \_\_\_\_\_ for Oconee County.

My Commission Expires: \_\_\_\_\_ Notary Public \_\_\_\_\_

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** October 6, 2009  
**COUNCIL MEETING TIME:** 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Second Reading of Ordinance 2009-20: **AN ORDINANCE TO AMEND THE FISCAL YEAR 2009-2010 BUDGET APPROPRIATIONS ORDINANCE FOR OCONEE COUNTY IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO**

**BACKGROUND OR HISTORY:**

Ordinance 2009-20 amends the fiscal year 2009-2010 budget to eliminate the capital lease financing and increases expenditures in order to provide for radio tower equipment, a bridge replacement, support for the CAT bus system and increase in Library State Aid.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Items included in the draft ordinance are those that were approved by either the Budget and Finance Committee or the Transportation Committee. Council may wish to add, change or delete items by amending the ordinance presented. Ordinance requires a public hearing and third reading.

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No (review #2001-15 on Procurement's website)  
If no, explain briefly:

**STAFF RECOMMENDATION:**

Approve second reading of ordinance 2009-20.

**FINANCIAL IMPACT:**

The General Fund Balance will decrease by \$855,000 to replace the \$750,000 capital lease and to fund \$45,000 of radio equipment and \$60,000 of support for the CAT bus. The Capital Project Fund - Bridges and Culvert fund balance will decrease by \$275,000 for Jenkins Road Bridge replacement. The increases for the Library State Aid will not have a financial impact as the increased expenditures of \$22,644 are related to an increase in revenue to be received from the State.

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

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

**ATTACHMENTS:**

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants      \_\_\_\_\_ Procurement

**Submitted or Prepared By:**

\_\_\_\_\_ Department Head/Elected Official

*[Signature]*  
Approved for Submittal to Council:

Kendra Brown, Interim County Administrator

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

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

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY COUNCIL  
ORDINANCE 2009-20**

**AN ORDINANCE TO AMEND THE FISCAL YEAR 2009-2010  
BUDGET APPROPRIATIONS ORDINANCE FOR OCONEE  
COUNTY IN CERTAIN LIMITED REGARDS AND  
PARTICULARS, ONLY; AND OTHER MATTERS RELATED  
THERE TO**

**BE IT ORDAINED**, by the County Council for Oconee County, South Carolina, in meeting duly assembled, that:

**SECTION I:**

"AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2009 AND ENDING JUNE 30, 2010", Ordinance 2009-06, is hereby amended and modified to:

- 1) Eliminate the capital lease financing of \$750,000 for the two fire trucks budgeted to be purchased in Fiscal Year 2009-2010 and increase the use of fund balance by \$750,000 to provide for the purchase of the aforesated trucks.
- 2) Provide for the purchase of radio tower equipment, in the amount of \$45,000.
- 3) Provide for support of the Clemson Area Transit (CAT bus) in the amount of \$60,000.
- 4) Provide for the replacement of Jenkins Road Bridge in the amount of \$275,000.
- 5) Increase the State Aid to Library Fund by \$22,644 to reflect the amount budgeted by State.

**SECTION II:**

The 2009-2010 Oconee County budget is hereby amended by adding the following, for the aforesated purposes:

General Fund Revenues and Funding Sources

Fund Balance	\$855,000
Capital Lease	(750,000)

General Fund Appropriations

Expenditure	\$105,000
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Capital Project Fund Revenues and Funding Sources

Fund Balance (Bridges and Culverts Fund)	\$275,000
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Capital Fund Appropriations

Expenditure	\$275,000
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Special Revenue Fund Revenues and Funding Sources

State Aid - SC State Library	\$22,644
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Special Revenue Fund Appropriations

Expenditure	\$22,644
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**SECTION III:**

In the aggregate, the adopted fiscal year 2009-2010 budget, prior to these amendments stands at:

General Fund	\$ 43,408,420
Capital Project Funds	200,000
Special Revenue Funds	1,367,790

As so amended, herein, the new amended budget will be:

General Fund	\$ 43,513,420
Capital Project Fund	475,000
Special Revenue Funds	1,390,434

**SECTION IV:**

Except as specifically modified, amended or deleted herein, all appropriations of funds created by the "AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2009 AND ENDING JUNE 30, 2010", Ordinance 2009-06, are hereby ratified and shall remain in full force and effect as originally adopted. All other sections of Ordinance 2009-06 not modified, directly or by implication shall likewise remain in full force and effect. This ordinance shall take effect immediately on approval on third reading. All ordinances and resolutions inconsistent herewith are, to the extent of such inconsistency only, hereby revoked, repealed, and rescinded.

Adopted in meeting duly assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

OCONEE COUNTY, SOUTH CAROLINA

Reginald T. Dexter, Council Chairman  
Oconee County, South Carolina

Attest:

Elizabeth G. Hulce  
Clerk of Council

First Reading:	September 15, 2009 [in title only]
Second Reading:	October 6, 2009
Public Hearing:	
Third & Final Reading:	

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: Oct. 6, 2009  
COUNCIL MEETING TIME: 7:00 PM**

**ITEM TITLE OR DESCRIPTION:**

PRT requests approval to apply for the South Carolina Parks and Recreation Development Fund (PARF) grant in the amount of \$10,000 for rebuilding campsites at South Cove County Park.

**BACKGROUND OR HISTORY:**

The PARF grant program was created in 1987 by the General Assembly of South Carolina, signed by the Governor and took effect July 1, 1987. PARF is intended to be used for improvements to public recreation areas by local government units and the South Carolina Department of Parks, Recreation & Tourism. **Each application must have an endorsement letter of support from County Council to accompany the grant request.**

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Funds will be used along with the designated \$5,000 rolled over from the 2008-2009 budget along with the 20% match of \$2,000 and the 2008-09 PARF grant and match of \$18,000 for a total of \$35,000 to identify and rebuild the campsites in most need of repair. The 2008-09 grant had to be put on hold until a new lease extension was complete, which Council passed September 15, 2009. The number of sites to be rebuilt will depend on the bidding process.

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No (review #2001-15 on Procurement website)  
If no, explain briefly: Yes

**STAFF RECOMMENDATION:**

Approval of PARF grant request in the amount of \$10,000, with a required 20% match of \$2,000 that will be taken from PRT line item 010-202-99999.

**FINANCIAL IMPACT:**

Budget Analysis

South Cove-Rebuild Campsites (PARF grant request 2008-09)	\$15,000
South Cove-Rebuild Campsites (PARF grant request 2009-10)	\$10,000
Required 20% match for both grants(PRT line item 010-202-99999)	\$5,000
Budgeted 2008-2009 funds for rebuilding campsites (010-204-50850)	\$5,000
<b>TOTAL</b>	<b>\$35,000</b>

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

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

**ATTACHMENTS:**

Reviewed By/ Initials:

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      VPK Grants      \_\_\_\_\_ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Phil Shirley, PRT Director  
Department Head/Elected Official

Keandra Brown, Assistant 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.*

## AGREEMENT AND CROSS-LEASE

THIS AGREEMENT ("Agreement") is made and entered into by CITY OF WESTMINSTER, SOUTH CAROLINA ("City") and OCONEE COUNTY, SOUTH CAROLINA ("County"), and dated as of \_\_\_\_\_, 2009 (the "Commencement Date").

### RECITALS

A. City is the fee simple owner of land consisting of approximately 4.95 acres located in Oconee County, South Carolina, which is more fully described on Exhibit A attached hereto and incorporated herein by reference, subject to all easements, restrictions, rights of way and encroachments of record (the "Ground Lease Premises").

B. City desires to lease the Ground Lease Premises to County, and County desires to lease the Ground Lease Premises from City to allow for the construction, operation, management and maintenance by County and use by County (collectively, the "Project") of a building and other improvements on the Ground Lease Premises to house offices, equipment and other infrastructure for the Oconee County Emergency Services Department as well as offices, equipment, other infrastructure for the Westminster Fire Department (collectively, the "Facilities") upon the Ground Lease Premises.

C. It is the intention of the parties that at all times during the Term (as hereinafter defined) County will own and manage the Facilities.

D. So that City can operate the Westminster Fire Department in the Facilities, the parties desire to have County lease certain space in the Facilities back to City, and City desires to lease the space back from County to effectuate the purposes of the Project.

E. The parties recognize that the Project will reduce costs, improve efficiency, and prevent duplication of services for the citizens of City of Westminster and Oconee County.

F. The parties desire to provide a clear and meaningful delegation of the duties and responsibilities between the parties and set forth the rights and obligations of the parties with regard to the Ground Lease Premises and the Facilities.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

### ARTICLE 1

#### TERM OF AGREEMENT

The term of this Agreement (the "Term") shall commence on the Commencement Date, and shall extend and shall continue in effect until midnight, \_\_\_\_\_, 2108 (the "Expiration Date"), or until such earlier date and time as this Agreement is terminated pursuant to the provisions of this Agreement.

### ARTICLE 2

#### DEMISE OF GROUND LEASE PREMISES AND SPACE

Section 2.1 Demise of Ground Lease Premises. City hereby leases to County, and County hereby accepts and leases from City, the Ground Lease Premises, subject to the terms, conditions and provisions of this Agreement. So long as County keeps and performs the covenants, conditions, and terms of this Agreement, City covenants and agrees that County shall lawfully and

appropriate. Should City or County have to remove any materials located on the Ground Lease Premises as of the Commencement Date, County will waive any solid waste tipping fees that would otherwise be charged by County, if any, with regard to the waste produced by such removal of materials.

Section 2.5 Change Order for Construction Project. During the Construction Project, if County desires to issue a change order that will materially alter the Space, the Public Areas, or the Common Areas, County will submit the requested changes to City for approval which approval will not be unreasonably delayed or withheld. If City desires to alter plans for the Construction Project, City may, specifically and in detail, request that County issue a change order for the Construction Project, approval for which will not be unreasonably delayed or withheld. In addition, City may, at its own cost and expense, provide a 30' x 80' metal building (the "Metal Building") to be constructed on the Ground Lease Premises. If City constructs the Metal Building on the Ground Lease Premises, the Metal Building shall be maintained by County like any other infrastructure constructed on the Ground Lease Premises and in accordance with the terms of this Agreement.

Section 2.6 Ownership of the Facilities. City covenants and agrees that no part of the Facilities, including without limitation any utilities constructed by City, shall be or become, or be considered as being, affixed to or a part of the Ground Lease Premises during the Term; and any and all provisions and principles of law to the contrary notwithstanding, City hereby covenants and agrees that the Facilities and, with the exception of the Metal Building, any other improvements of any kind or nature that are constructed, erected, or placed on the Ground Lease Premises by County, County's agents, employees or contractors, shall be and remain the property of County during the Term. Upon the Expiration Date, the Facilities and all alterations, improvements, additions and utility installations which may be made on the Ground Lease Premises by County shall then become the sole property of City or City's designee, free and clear of all claims to or against them by County or any third person attributable to City or County, and all claims, liens, security interests, and encumbrances, other than those claims that are attributable to any act or omission of City or created hereafter in accordance with the terms of this Agreement. Notwithstanding the foregoing, any machinery, equipment or other property owned by County, other than that which is permanently affixed to the Ground Lease Premises so that it cannot be removed without material damage to the Ground Lease Premises, shall remain the property of County, and may be removed; provided, however, that County removes the same or causes its removal within thirty (30) days after the Expiration Date or earlier termination of this Agreement. Notwithstanding any other provisions of this Agreement, the Metal Building will remain the property of City throughout the Term and upon the Expiration Date or earlier termination of this Agreement shall be the property of City and shall remain upon and be surrendered with the Ground Lease.

Section 2.7 Future Construction and Improvements. City may request, and County may build (at the request of City or otherwise), future improvements and infrastructure on the Ground Lease Premises to support and enhance the Project. City may also request permission to build future improvements and infrastructure on the Ground Lease Premises, at City's cost or cost shared by City and County. Should either party desire to have any expansion of the Facilities or any improvements or infrastructure in addition to the Facilities, including, without limitation, additional training facilities, walking trails, or picnic shelters, the party seeking the new improvements or infrastructure shall propose, in writing, a general outline of the expansion, the proposed cost of the expansion, and the proposed cost-sharing arrangement, if any. Notwithstanding the foregoing, City may make structural changes, alterations, additions or improvements to the Space or the Facilities only with County's written permission.

limitation, any installation and infrastructure costs, connection and servicing fees, permit fees, inspection fees, and fees to reserve utility capacity for the same, if any.

Section 3.5 Failure to Pay Utilities. If either party fails to pay any utility bills or charges, the other party may, at its option, upon reasonable notice to non-paying party, pay the utility bills or charges, and in such event, the amount of such payment, together with interest thereon at the highest rate permitted by applicable law from the date of such payment by paying party, will be charged to non-paying party and shall be due and payable to the paying party upon receipt.

Section 3.6 Utility Easements. Each of the parties to this Agreement shall have the right to enter into agreements with utility companies creating easements in favor of such companies for Utility Facilities, as defined below, as may be required from time to time during the Term in order to service the Ground Lease Premises; provided, however, that any such easements: (i) may only be located within those areas of the Ground Lease Premises which will not materially interfere with any improvements/infrastructure located upon the Ground Lease Premises; (ii) must be approved by both parties as to location of easement and form of easement agreement, which approval will not be unreasonably withheld or delayed by either party; and (iii) may only be granted as non-exclusive easements. Each party hereto agrees to join in the grant of any such utility easements as may be requested by the other and to execute any and all documents, agreements and instruments in order to effectuate the same, all at the shared cost and expense of the parties. The parties agree to use reasonable efforts to cause any encumbrances on the Ground Lease Premises to be subordinate to such easements, as may be required by any utility companies. For purposes of this Agreement, "Utility Facilities" shall mean such underground conduits, wires, lines, pipes and mains and other underground electrical, gas, sanitary sewer, water and telephone and telecommunications structures and improvements necessary for the transmission and/or provision of electricity and electrical services, natural gas and natural gas services, sanitary sewer services, water and water services and telephone and telecommunications services, mains, swales, lift stations and retention ponds and other improvements/infrastructure necessary for the provision of stormwater drainage services.

Section 3.7 No Security Deposit. No security deposit is required hereunder.

Section 3.8 Development Fees. City and County shall equally share responsibility for any and all development fees, impact fees or other similar fees or charges, if any. City and County shall pay all such fees or otherwise cause payment by the proper party responsible for payment.

## ARTICLE 4

### USE OF GROUND LEASE PREMISES

Section 4.1 Uses of Ground Lease Premises by County. City shall allow County, its agents, employees, invitees, licensees, successors, assigns, and sublessees to use the Ground Lease Premises for the Project and for no other purpose. If at any time prior to the Expiration Date, County desires to utilize the Ground Lease Premises for any purposes other than the Project, which includes, without limitation, the use of the Ground Lease Premises by the Oconee County Emergency Services Department, or related uses contemplated herein, County shall notify City in writing of County's proposed change in use. On or before the sixtieth (60th) day after County notifies City of a proposed change in use, or at any time if County fails to notify City of a change in use, City, at City's election, may terminate this Agreement in accordance with Section 13.3 herein or agree to County's change in use through a written agreement, signed by City.

Section 4.2 Uses of Space and Facilities by City. County shall allow City, its agents, employees, invitees, licensees, successors, assigns, and sublessees to use the Space and Facilities for the Westminster Fire Department and related uses and for no other purpose. If at any time prior

party, shall promptly and diligently remove such Hazardous Materials from the Ground Lease Premises, or the groundwater underlying the Ground Lease Premises, to the extent reasonably possible in accordance with the requirements of the applicable Hazardous Materials Laws and industry standards then prevailing in the Hazardous Materials management and remediation industry in the State of South Carolina. However, contaminating party shall not take any required remedial action in response to any Contamination in or about the Ground Lease Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Contamination without first notifying the non-contaminating party of the contaminating party's intention to do so and affording non-contaminating party the opportunity, at non-contaminating party's expense, to appear, intervene or otherwise appropriately assert and protect non-contaminating party's interest with respect thereto. In addition to all other rights and remedies of the non-contaminating party hereunder, if the contaminating party does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan (the "Plan") for any Contamination, and thereafter commence the required remediation, in accordance with the Plan, of any Hazardous Materials released or discharged in connection with Contamination within thirty (30) days after the non-contaminating party has reasonably approved the Plan and all necessary approvals and consents have been obtained and thereafter continue to prosecute said remediation to completion in accordance with the approved Plan, then the non-contaminating party, in its sole discretion, shall have the right, but not the obligation, to cause said remediation in accordance with the Plan to be accomplished, and the contaminating party shall reimburse the non-contaminating party within fifteen (15) business days of the non-contaminating party's demand for reimbursement of all amounts reasonably paid by the non-contaminating party (together with interest on said amounts at the judgment rate until paid), when said demand is accompanied by proof of payment by the non-contaminating party of the amounts demanded. The contaminating party shall promptly deliver to the non-contaminating party copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Ground Lease Premises as part of the contaminating party's remediation of any Contamination.

(e) Disposition of Hazardous Materials. Except as removed from the Ground Lease Premises in strict accordance and conformity with all applicable Hazardous Materials Laws, the contaminating party shall cause any and all Hazardous Materials removed from the Ground Lease Premises as part of the required remediation of any Contamination to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes.

Section 5.3 Notice of Hazardous Materials Matters. Each party hereto (for purposes of this Section, "Notifying Party") shall immediately notify the other party (the "Notice Recipient") in writing of: (a) any enforcement, clean-up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Ground Lease Premises pursuant to any Hazardous Materials Laws; (b) any claim made or threatened by any person against the Notifying Party or the Ground Lease Premises relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Ground Lease Premises; and (c) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Ground Lease Premises, including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within five (5)

Section 7.4 Housekeeping, Janitorial Duties. County shall be responsible for maintaining the Ground Lease Premises in a clean and orderly manner. The parties shall equally share responsibility for housekeeping and janitorial duties for the Common Areas, the Public Areas and areas otherwise shared by County and City and shall pay or cause to be paid all charges for housekeeping and janitorial duties in the Common Areas, the Public Areas and areas otherwise shared by County and City.

## ARTICLE 8

### ASSIGNMENT, LEASE-BACK AND SUBLETTING

Except as otherwise provided herein, neither County nor City may sell, assign, sublease, convey or transfer its interest in this Agreement and the leasehold estate created hereby, without the prior written consent of the other party, whose consent will not be unreasonably withheld or delayed.

## ARTICLE 9

### CONDEMNATION

Section 9.1 Interests of Parties on Condemnation. If the Ground Lease Premises or any part thereof shall be taken for public purpose by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of City and County in the award or consideration for such transfer, and the allocation of the award and the other effects of the taking or transfer upon this Agreement, shall be as provided by this Article 9.

Section 9.2 Total Taking - Termination. If the entire Ground Lease Premises is taken or so transferred, this Agreement and all of the right, title and interest of County hereunder shall cease on the date title to such land so taken or transferred vests in the condemning authority.

Section 9.3 Partial Taking - Termination. In the event of the taking or transfer of only a part of the Ground Lease Premises, leaving the remainder of the Ground Lease Premises in such location, or in such form, shape or reduced size as to be not effectively and practicably usable in the good faith opinion of County for County's purposes, this Agreement and all right, title and interest of County hereunder may be terminated by County giving, within sixty (60) days of the occurrence of such event, thirty (30) days' notice to City of County's intention to terminate. Notwithstanding the foregoing, upon notice from County to City that County desires to continue this Agreement, this Agreement shall continue in full force and effect.

Section 9.4 Partial Taking - Award. If title and possession of a portion of the Ground Lease Premises is taken under the power of eminent domain, and this Agreement continues as to the portion remaining, all compensation and damages ("Compensation") payable to County by reason of any improvements/infrastructure so taken shall be available to be used, to the extent reasonably needed, by County in replacing any improvements/infrastructure so taken with improvements/infrastructure of the same type as the remaining portion of the Ground Lease Premises. All plans and specifications for such replacement and improvements shall be subject to City's reasonable prior approval and all such repairs shall be in compliance with all then existing codes, zoning ordinances, rules and regulations governing the Ground Lease Premises.

Section 9.5 Allocation of Award. Any compensation awarded or payable because of the taking of all or any portion of the Ground Lease Premises by eminent domain shall be awarded in accordance with the values of the respective interests in the Ground Lease Premises and all improvements/infrastructure thereon immediately prior to the taking. The value of City's interest in

(b) Insurance covering all of the items included in County's leasehold improvements, trade fixtures, merchandise and personal property from time to time in, on or upon the Ground Lease Premises, in an amount not less than one hundred percent (100%) of their full replacement value from time to time during the Term, providing protection against perils included within the standard form of "all-risks" fire and casualty insurance policy, together with insurance against sprinkler damage, vandalism and malicious mischief.

Section 10.2 Policy Requirements for County. Each of County's insurance policies required above will: (a) provide that a certificate evidencing the coverage described in Section 10.1(b) and naming the City as a certificate holder will be delivered prior to possession of the Ground Lease Premises by County; (b) contain a provision that the insurer will give to City at least thirty (30) days notice in writing in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance; and (c) be written as a primary policy which does not contribute to and is not in excess of coverage which City may carry.

Section 10.3 Required Insurance Coverage for City. City covenants and agrees that City will carry and maintain, at its sole cost and expense, the following types of insurance:

(a) Liability insurance in the Commercial General Liability form (or reasonable equivalent thereto) covering the Space and City's use of the Space, the Facilities and the Ground Lease Premises against claims for personal injury or death, property damage and product liability occurring upon, in or about the Space, the Facilities or the Ground Lease Premises to be in combined single limit amounts not less than \$1,000,000.00 and to have general aggregate limits of not less than \$2,000,000.00 for each policy year.

(b) Insurance covering all of the items included in City's leasehold improvements, trade fixtures, merchandise and personal property from time to time in, on or upon the Space and the Facilities, in an amount not less than one hundred percent (100%) of their full replacement value from time to time during the Term, providing protection against perils included within the standard form of "all-risks" fire and casualty insurance policy, together with insurance against sprinkler damage, vandalism and malicious mischief.

Section 10.4 Policy Requirements for City. Each of City's insurance policies required above will: (a) name County as an additional insured and the coverage described in Section 10.3(b) will also name County as a loss payee; (b) provide that a certificate evidencing such insurance will be delivered to County prior to possession of the Space by City; (c) contain a provision that the insurer will give to County at least thirty (30) days notice in writing in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance; and (d) be written as a primary policy which does not contribute to and is not in excess of coverage which County may carry.

Section 10.5 Waiver of Subrogation. City and County and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by the casualty and liability insurance to be carried on the Project, the Facilities, the Space, and the Ground Lease Premises or in connection with any improvements and infrastructure on or activities conducted on the Facilities, the Space, and the Ground Lease Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof, and shall evidence such waiver by endorsement to the required insurance policies, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage, provided that in the case of increased cost, the other party shall have the right, within



default within the sixty (60) day period; then the cure period shall be extended for such reasonable time as may be required to cure the Event of Default.

Section 12.3 Remedies. If any default shall continue uncured upon expiration of the applicable cure period, the non-defaulting party may exercise any one or all of the rights and remedies provided by law or equity. Suit or suits for the recovery of damages, or any installments thereof, may be brought by the non-defaulting party from time to time at its election, and nothing contained herein shall be deemed to require a non-defaulting party to postpone suit until the Expiration Date nor limit or preclude recovery by the non-defaulting party against the defaulting party of any sums or damages which, in addition to the damages particularly provided above, the non-defaulting party may lawfully be entitled by reason of any default hereunder. All the remedies hereinbefore given to the parties and all rights and remedies given to them at law and in equity shall be cumulative and concurrent.

## ARTICLE 13

### TERMINATION AND SURRENDER

Section 13.1 Early Termination of Agreement. Either party may terminate this Agreement at any time prior to the Expiration Date by delivering a written notice of the party's intent to terminate to the other party on or before the ninetieth (90th) day prior to termination of the Agreement and in the manner provided in Section 14.5 hereof.

Section 13.2 Early Termination by County. If County terminates this Agreement at any time prior to the Expiration Date and provided City is not currently in breach or default in the performance of this Agreement, County shall deliver to City a Quitclaim Deed, if requested by City, transferring County's interest in the Ground Lease Premises to City as provided for in Section 13.6 below.

Section 13.3 Early Termination by City. If City terminates this Agreement at any time prior to the Expiration Date and provided County is not currently in breach or default in the performance of this Agreement, County, in County's sole discretion, may exercise an option to purchase ("Option to Purchase") the Ground Lease Premises from City as set forth in Section 13.4 below. On or before the termination date as set forth by City in its notice to terminate, provided County has not exercised its Option to Purchase pursuant to Section 13.4 below, City shall pay County the Termination Amount as defined and set forth in Section 13.5 below. Upon delivery of the Termination Amount, County shall deliver to City a Quitclaim Deed transferring County's interest in the Facilities and a Partial Termination and Release of this Agreement as provided for in Section 13.6 below.

Section 13.4 County's Option to Purchase. City grants unto County the Option to Purchase the Ground Lease Premises for the sum of Six Hundred Thousand Dollars (\$600,000.00), which may be exercised by County in the event City terminates this Agreement prior to the Expiration Date as set forth in Section 13.3. County shall be deemed to have exercised its Option to Purchase the Ground Lease Premises only upon delivery to City of a written notice (the "Option Notice") in the manner provided in Section 14.5 hereof. The Option Notice shall refer specifically to this Agreement, state that County is exercising its Option to Purchase the Ground Lease Premises due to City's termination, and state a date for the closing of the sale of the Ground Lease Premises (the "Closing"), which shall not be later than sixty (60) days after the Option Notice. City shall convey title by limited warranty deed approved by County at the Closing. Title to the Ground Lease Premises shall be conveyed free and clear of any liens and encumbrances.

City, a proper instrument in writing, releasing and quitclaiming to City all right, title and interest of County in and to the Facilities and a Partial Termination and Release of this Agreement with regard to the Ground Lease Premises, and City agrees to accept delivery of the same.

## ARTICLE 14

### GENERAL PROVISIONS

Section 14.1 Conditions and Covenants. All of the provisions of this Agreement shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or importing covenants and conditions were used in each separate provision.

Section 14.2 Survival. All representations and warranties of the parties under this Agreement shall survive the expiration or sooner termination of this Agreement for acts occurring prior to termination of this Agreement.

Section 14.3 No Waiver of Breach. No failure by either party to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 14.4 Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 14.5 Notices. Unless otherwise specifically provided in this Agreement or by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any party to this Agreement shall be writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

AS TO CITY:

City of Westminster  
P.O. Box 399  
Westminster, SC 29693  
Attn: Office of the Mayor

with a copy to:  
City of Westminster Fire Department  
P.O. Box 399  
Westminster, SC 29693  
Attn: Chief of Fire Department

AS TO COUNTY:

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

with a copy to:  
Oconee County  
415 S. Pine Street  
Walhalla, SC 29691  
Attn: Purchasing Director

Either party may change its address for the purpose of this paragraph by giving written notice of

Section 14.17 Memorandum of Ground Lease. On or before the Commencement Date, City and County shall execute and acknowledge a memorandum of Ground Lease for the purpose of recordation. The memorandum of Ground Lease shall be in the form attached hereto as Exhibit C and incorporated herein by reference.

Section 14.18 Dispute Resolution; Waiver of Trial by Jury.

(a) Any conflict, dispute or grievance (collectively, "Conflict") by and between City and County shall be submitted to mediation before initiating court proceedings. The mediator selected to conduct the mediation must be mutually agreed upon by City and County. Unless the parties otherwise agree, the mediator must be certified in South Carolina state and federal courts and have experience in matters forming the basis of the Conflict. The site for the mediation shall be Oconee County, South Carolina, and the mediation hearing shall be held within thirty (30) days of the selection of the mediator, unless otherwise agreed. Each party shall bear its own expenses associated with the mediation and the parties shall split the fees and expenses of the mediator evenly. Failure to agree to the selection of a mediator or failure to resolve the Conflict through mediation will entitle the parties to pursue other methods of dispute resolution, including without limitation, litigation.

(b) CITY AND COUNTY MUTUALLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR ARISING OUT OF ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS, THIS WAIVER IS A MATERIAL INDUCEMENT TO COUNTY AND CITY TO ENTER INTO THIS AGREEMENT.

Section 14.19 Nature and Extent of Agreement. This Agreement, together with all exhibits hereto, contains the complete agreement of the parties concerning the subject matter, and there are no oral or written understandings, representations, or agreement pertaining thereto which have not been incorporated herein, and nothing herein will impose upon either party any powers, obligations or restrictions not expressed herein.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

EXHIBIT A

LEGAL DESCRIPTION OF GROUND LEASE PREMISES

[See Attached]

EXHIBIT C  
MEMORANDUM OF LEASE

*(attached)*

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named City by its duly authorized officer sign, seal and as its act and deed, deliver the within-written Memorandum of Lease for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public of South Carolina  
My commission expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named County by its duly authorized officer sign, seal and as the act and deed deliver the within-written Memorandum of Lease for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public of South Carolina  
My commission expires: \_\_\_\_\_



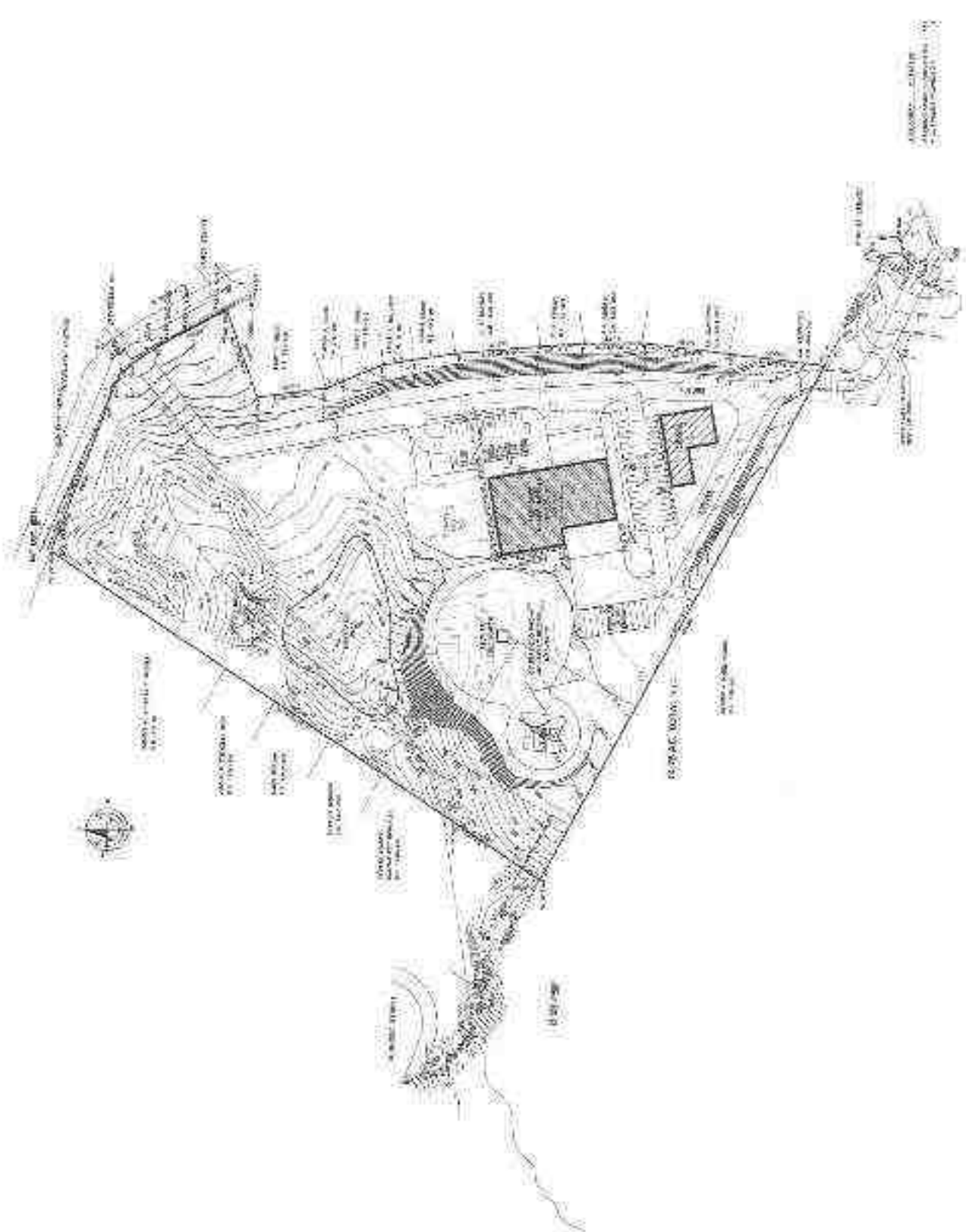
Scale	1:50,000
Projection	UTM
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Datum	WGS 84
Units	Meters
Sheet	SP101
Scale	1:50,000
Projection	UTM
Zone	48N
Datum	WGS 84
Units	Meters

STATE OF TEXAS  
 COUNTY OF DALLAS  
 CITY OF DALLAS  
 OFFICE OF THE CITY ENGINEER  
 1500 MARSHALL AVENUE, SUITE 1000  
 DALLAS, TEXAS 75201  
 TEL: 214-670-7200  
 FAX: 214-670-7201  
 WWW.CITYOFDALLAS.ORG

GENERAL LAND OFFICE  
 1000 WEST 11TH STREET  
 AUSTIN, TEXAS 78703  
 TEL: 512-463-2100  
 WWW.GLO.TX.GOV

Project No.	SP101
Sheet No.	1
Date	11/11/2011
Scale	1:50,000
Projection	UTM
Zone	48N
Datum	WGS 84
Units	Meters

AVIATION  
 AIRPORTS  
 SP101



STATE OF TEXAS COUNTY OF DALLAS CITY OF DALLAS OFFICE OF THE CITY ENGINEER 1500 MARSHALL AVENUE, SUITE 1000 DALLAS, TEXAS 75201 TEL: 214-670-7200 FAX: 214-670-7201 WWW.CITYOFDALLAS.ORG





September 25, 2009



City of Westminster Fire Department  
Attn: Fire Chief Chris Smith  
PO Box 399, 100 Windsor Street  
Westminster, SC 29693

Re: Environmental Assessment – High and Awe Property  
G&A Project No. 1172.1

Dear Chief Smith:

Please find enclosed three bound copies of the above referenced assessment report. This environmental assessment was designed and performed to achieve "all appropriate inquiry", in accordance with 40 CFR Part 132: Standards and Practices for All Appropriate Inquiries and ASTM Standard E1527-05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

In summary of the report, Goldie & Associates did not find any environmental impact to the property from chemical or petroleum products, nor were any other environmental issues noted. Our conclusion is that the property is environmentally "safe" and that there are no preexisting environmental situations on the property that should affect any projects considered for the property.

We appreciate this opportunity to serve. If you have any questions or require further information, please contact us at (864) 882-8194.

Sincerely,

*Goldie & Associates*

A handwritten signature in cursive script that reads "Ben S. Day".

Ben S. Day  
Environmental Project Manager

encs: As stated w/ invoice

# ENVIRONMENTAL SITE ASSESSMENT

City of Westminster Property – Highland Ave  
Westminster, SC

prepared for:

City of Westminster Fire Department  
PO Box 399, 100 Windsor Street  
Westminster, SC 29693-1719

prepared by:

Goldie & Associates, Inc.  
210 West North Second Street  
Seneca, SC 29678

September 2005

Goldie & Associates Project No. 1372.1

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Appendix E	Aerial Decade Maps
Appendix F	City Directory
Appendix G	Title Records
Appendix H	Environmental Professional Resume

## SECTION: EXECUTIVE SUMMARY

Goldie & Associates, Inc. was retained by The City of Westminster Fire Department to conduct a "Phase I" Environmental Site Assessment on Oconee County tax parcel 530-24-01-037 located in Westminster, SC, the "site". This environmental assessment was designed and performed to achieve "all appropriate inquiry", in accordance with 40 CFR Part 132: Standards and Practices for All Appropriate Inquiries and ASTM Standard E1527-05 Standard Practice for Environmental Site Assessments, Phase I Environmental Site Assessment Process.

The assessment revealed no evidence of recognized environmental conditions in connection with the site. It is the opinion of the environmental professional that "all appropriate inquiry", based on cost / availability of information, concerning the site has been established and that no further environmental evaluation of the site is necessary at this time.

## SECTION 1: INTRODUCTION

### 1.1 PURPOSE

The purpose of this report is to provide an environmental assessment to screen for recognized environmental conditions on the target property(s). Such conditions include the presence or likely presence of any hazardous substances or petroleum products under conditions that indicate an existing release, a past release, or a material threat of a release into structures on the property or into the ground, ground water, or surface water of the property. Conditions determined to be de minimis are not recognized environmental conditions. The report may also include other environmentally relevant information if deemed significant for consideration.

This environmental assessment is designed and performed to achieve "all appropriate inquiry", in accordance with 40 CFR Part 132: Standards and Practices for All Appropriate Inquiries and the American Society for Testing and Materials (ASTM) Standard E1527-05 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, and is intended to permit the user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations of CERCLA (Comprehensive Environmental Response, Compensation and Liability Act) liability. The assessment is not however, limited to this use alone.

### 1.2 SCOPE OF SCREENING AND RELIANCE

As required by ASTM standards E1527-05, this assessment includes, as available:

- Review of Government Records,
- Review of Historical Records,
- Interviews,
- Visual Inspections,
- Determine Degree of Obviousness of Contamination,
- Commonly Known Information About Property,
- Searches for Environmental Liens, and
- Specialized Knowledge.

No specific modifications to ASTM Standard E1527-05 were requested. The assessor asserts that this assessment may be used and distributed by the user(s), The City of Westminster Fire Department, as necessary.

### 1.3 LIMITATIONS AND EXCEPTIONS

From ASTM Standard E1527-05, *Standard Practice for Environmental Site Assessments: (Phase I Environmental Site Assessment Process)*

"4.5.1 *Uncertainty not eliminated* - No environmental site assessment can wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a property. Performance of this practice is intended to reduce, but not eliminate, uncertainty regarding the potential for recognized environmental conditions in connection with a property, and this practice recognizes limits of time and cost."

"4.5.2 *Not exhaustive* - Appropriate inquiry does not mean an exhaustive assessment of a client property. There is a point at which the costs of information or the time required to gather it outweighs the usefulness of the information and in fact may be a material detriment to the orderly completion of transactions. One of the purposes of this practice is to identify a balance between the competing goals of limiting the time and cost demands inherent in performing an environmental site assessment and the reduction of uncertainty about the unknown conditions resulting from additional information."

#### 1.4 SPECIAL NOTATIONS

Name Identified:

## SECTION 2: SITE INFORMATION

### 2.1 SITE ADDRESS

The site is located along the 400 block of Highland Avenue in Westminster, SC (Oconee County). There is no identified specific address for the property as it is currently vacant.

### 2.2 SITE OWNERSHIP

The entirety of the site (Oconee County TMS 530-24-01-007) is identified as being owned by:

City of Westminster  
Attn: Fire Chief Chris Smith  
PO Box 290, 100 Windsor Street  
Westminster, SC 29693-1729

### 2.3 SITE CONTACT

The City of Westminster Fire Chief, Chris Smith, is identified as the site contact.  
Telephone: 864-647-3206

### 2.4 SITE DESCRIPTION

#### 2.4.1 Site Location and General Characteristics

The target site is an approximately 14.95-acre tract of former residential / farmland located at the 400 block of Highland Ave. in Westminster, SC (see Figures). The site is located on the south side of Highland Ave., one block off the main commercial area of Westminster. The property is currently vacant timber and farmland, although it historically was occupied by a house, barn, and other ancillary structures.

The site is generally bounded by small private residential to the east and west along Highland Ave., a former textile facility to the north, and undeveloped property to the south.

#### 2.4.2 Site Access

The site is accessible from an entrance off Highland Ave., the location of the former onsite home. The site can be entered by pedestrians from any location along the boundary. The majority of the interior is open to vehicular traffic although there are no specific roadways.

#### 2.4.3 Onsite Structures and Facilities

As described, the site is a former private residence and farm; however, all onsite structures have been demolished and removed from the site.

#### 2.4.4 Site Processes

As discussed, the site is currently vacant, having formerly been a private farm.



### 2.4.5 Site Utilities

The site is served by overhead power, with water and sewer provided by the City of Westminster. Natural gas was not noted, but is assumed to be available in the vicinity. No stormwater utilities were located on or around the site, although runoff from the northern properties does enter onto the western portion of the site via a culvert and overland flow.

### 2.5 ADJACENT PROPERTY

The property is located only one block south of the main commercial area of the City of Westminster (Highway 123); however, most of the properties to the east and west are small private residential. The most significant adjacent property is a former textile facility (Jantzen Apparel) located immediately north of the target site. The facility is currently non-operational and is being utilized for equipment warehousing for another local industry.<sup>1</sup> Properties to the south are undeveloped and vacant.

Properties further out from the target site continue the trend of residential areas to the east and west, commercial areas to the north in the "downtown" area, and undeveloped properties to the south.

Area	Property Type	Relative Elevation to Target
North	Vacant textile facility / warehousing	Slightly higher
East	Private Residential	Slightly higher - level
South	Vacant lands	Lower
West	Private Residential	Slightly higher - level

<sup>1</sup> Information obtained during on-site interview with Park Creek Chris Salita (see Schedule A: Interviews).

## **SECTION 3: USER INFORMATION**

### **3.1 TITLE AND LIEN RECORDS**

No specific title or lien information was provided by the user. Goldie & Associates conducted a title search; resulting information is discussed in section 4.3.5 Lien Search.

### **3.2 USER KNOWLEDGE**

Fire Chief Chris Smith provided site information during an onsite interview. Please reference Section 6: Interviews for details on this information.

### **3.3 VALUATION REDUCTION FOR ENVIRONMENTAL ISSUES**

No information on value of the property was provided to Goldie & Associates.

### **3.4 OWNER, PROPERTY MANAGER, OCCUPANT INFORMATION**

The property is currently owned and managed by the City of Westminster. Although the property is currently vacant farmland, its intended use is as a joint City / County fire station and emergency management facility.

### **3.5 PURPOSE OF PHASE I**

It is the understanding of the assessor that the intended use of this assessment is for evaluation of the property during preparation for development as referenced in Section 3.4 above.

## SECTION 4: RECORDS REVIEW

### 4.1 STANDARD ENVIRONMENTAL RECORD SOURCES

A search of available environmental records was conducted. The report meets the governmental records search requirements of ASTM *Standard Practice for Environmental Site Assessments*. The report is contained in Appendix B. Example potential

"environmental conditions" could include listings for the following:

- UST - underground storage tank,
- LUST - leaking underground storage tank,
- RCRA SQG - small quantity hazardous waste generator,
- GWCI - known groundwater contamination site,
- FINS - South Carolina identified potential sites, and
- SHWS - State Hazardous Waste Site.

#### 4.1.1 Target Site

The target site was not identified in the records review databases. There is no evidence from these listings of historical or current environmental releases / conditions with the site.

#### 4.1.2 Surrounding Sites

Several surrounding sites were identified. Those sites in the immediate (>1/4 mile) vicinity are as follows:

Map ID	Site Name	Database	Location	Current Status
I	Former Westminster Section Shed (State DOT)	UST (200 gal)	~ 1/8 mi WNW	Abandoned
A	Pride Service Station	LUST	1/8 - 1/8 mi E	No Further Action
B	Larry Okelly (Westminster SC)	LUST	1/8 - 1/4 mi NE	No Further Action
C	Jefco Food Store / Rogers Used Cars / Westminster Ice & Fuel	LUST / GWCI	1/8 - 1/4 mi NNE	Sites are mixed, includes NFA and ongoing assessment
D12	Waters Grocery	UST	1/8 - 1/4 mi ESE	Abandoned
D13	Spink 255	UST	1/8 - 1/4 mi ESE	In Use

Please reference Appendix B for more information on these sites. Of the sites listed above, the GWCI site(s) are most significant; however, these sites are under SC DHLC approved corrective action and, based on their location, are not likely to pose a significant concern to the target property. The other properties are not identified as having environmental conditions or are classified as No Further Action, indicating that they are not considered a threat to human or environmental health and do not require further remediation or monitoring.

#### 4.1.3 Orphan Sites

There were several unmapped "orphan" sites found; orphan sites are sites where the listed information is not sufficient to map the site or otherwise describe the orphan site in relation to the target site, or where the site is considered to be outside of the required search distance. Upon review, the sites are not within the required search distances of the target site and/or would be topographically isolated.

Please reference Appendix B for more information on these sites.

### 4.2 PHYSICAL SETTINGS

#### 4.2.1 Topography

Based on topographical maps (Figure 1) and site reconnaissance, the target area is gently rolling terrain, with a slight topographic drop along the sites western boundary where a small creek is located. Onsite elevations range between approximately 857-925 feet above mean sea level (MSL); surrounding properties range between 845-932 feet MSL, with properties generally sloping down to the south.

Due to its relative topographical position, the target site could potentially impact only those properties to the south, via either overland runoff flow or via groundwater flow that could resurface. Additionally, because of the topographic location of the property, potential impact on the target site is possible only from the areas north of the site that are higher in elevation, although beyond the properties immediately north of the site, drainage is actually more northerly back towards the downtown areas.

#### 4.2.2 Soils, Hydrology, and Wells

##### Soils

Soils in the area are typically classified as sandy loams, which are characterized as being well drained, indicating high percolation and movement of water (and/or contaminants) through the soil matrix.

##### Hydrology

A small 1<sup>st</sup> order stream begins onsite along the western property boundary. This stream is partially fed by stormwater drainage from the northern properties, including the adjacent vacant textile manufacturing facility. No other streams or hydrology are noted.

##### Wells

A search for water wells in the area (Appendix A) revealed one well system located approximately 1/2 miles from the target site. Use and ownership of this well is unknown; however, based on its topographic position, there is no potential that the target site could impact this well.

As per the owner (Fire Chief Smith), a former private well is located onsite, having served the former onsite home and farm facilities. The well was not located during the site visit.

#### 4.2.3 Other

Additional geographical, geological, and hydrological information about the site is contained in Appendix A.

### 4.3 HISTORICAL USE

#### 4.3.1 Topographic Maps

The available Historical USGS maps include maps for the years 1892, 1963, and 1980 (Appendix C).

The 1894 map indicates the following:

1. Very little detail. Westminster clearly developed with railroads in the area.

The 1963 map indicates the following:

1. Westminster, including E. Main Street and area of target property appear developed similar to current.
2. Textile plant located is present north of site.
3. Home and farm structures indicated onsite.

The 1980 map indicates the following:

1. No noted changes from 1963 map.

There are no indications from the maps that there are historical environmental concerns with the target or surrounding properties beyond those previously noted, primarily being the manufacturing facility north of the target property.

#### 4.3.2 Sanborn Fire Maps

Sanborn fire maps were not available for this property (Appendix D).

#### 4.3.3 Aerial Decade Photographic Maps

Aerial decade maps were available for this property for the years 1977, 1982, 1988, 1999, 2005 and 2006 (Appendix E).

The 1977 map is very poor resolution and at best shows that the target area is primarily undeveloped. The textile plant appears to be present just north of the site.

The 1982 and 1988 maps are of better resolution, but essentially give the same information. The majority of the site appears to be wooded, with only the eastern most portion being farmland.

The 1999 map shows little change to the target property, although a larger portion may now be farmland. The southern properties are obviously cultivated in row crops.

The 2005-2006 maps clearly show the former home on the target site. The western half of the target property is wooded with the eastern half being open field. The southern properties have reverted to small wooded.

There are no indications from the aerial photos that there are historical environmental concerns with the target or surrounding properties beyond those previously noted, primarily being the manufacturing facility north of the target property.

#### 4.3.4 City Directory Report

The City Directory is essentially a historical address search for the target and surrounding properties. Such searches can reveal past uses and owners of said properties.

Searches were available for years 1969, 1975, and 1998 for the area. All properties listed for the south side of Highland Ave, (the even number properties, 400, 402, etc) were listed as Residential, some dating back to the 1969 listing.

The only northern property identified was at 403 Highland was a 1986 listing for Beacon Manufacturing, corresponding to the now vacant textile facility located immediately north of the target site.

Based on the available data, there is no indication from the City Directory of past environmental concerns with the target or surrounding properties beyond those previously noted, primarily being the manufacturing facility north of the target property.

#### 4.3.5 Lien Search

A search for environmental liens and/or usage restrictions on the target property was conducted by Goldie & Associates (Appendix G); such information could demonstrate past or current environmental issues for the property. The property deed was researched, identifying the property having been transferred from Mr. J. Donnie Waters to the City of Westminster in December 2007. The property was previously transferred to Mr. Waters from Charles Smith, et al. in July 1989.

No environmental liens or other activity use limitations (AUL) were found, indicating there are no previously recognized legal environmental conditions for the site.

## SECTION 3: SITE RECONNAISSANCE

### 3.1 METHODOLOGY AND LIMITING CONDITIONS

As part of its due diligence work Goldie & Associates performed an on site reconnaissance on September 18, 2009 and provides the following summary of site conditions. The purpose of the walk-through was to inspect the subject property, including any buildings on the site, for potential environmental concerns, including, but not limited to, the following:

- Hazardous substance and waste management activities
- Evidence of potential hazardous substance spills or releases (e.g., stressed vegetation, discolored soil, etc.)
- Underground Storage Tanks (e.g., protruding fill or vent pipes)
- Equipment potentially containing PCBs
- Potential property or adjacent property activities that could affect the environmental condition of the subject property

Goldie personnel were able to fully access the site and view surrounding areas.

### 3.2 GENERAL SITE SETTING

- The site is a currently vacant and fallow 15 acre (approximate) tract, mostly open farmland on the eastern and central portions, and wooded on the western portion. The very front (north) portion of the tract is located along Highland Ave. just south of the downtown area of Westminster. This northern portion appears to have once had a house on it, based on presence of old drive ways etc (this was confirmed during the interview with the owner).
- The site is generally bounded by small private residential to the east and west, a vacant manufacturing facility to the north, and vacant wooded lands to the south.

### 3.3 EXTERIOR OBSERVATIONS

- The central portions of the site are fallow farmland and open to view from the entrance to the property. The western third of the property is a mix of recent clearcut and older growth woods. The entirety of the property is gently rolling terrain, with a trend downwards to the south.
- As mentioned above, a home and some associated farming facilities were historically located on the northern portion of the site. All that remains is some remnant of the former access drive and cleared area where these structures were removed. No other structures are located on the property.
- A small 1<sup>st</sup> order stream headwater starts onsite in the wooded western portion. The stream appears to have been delineated based on the presence of flagging around its banks. The stream is most notable for receiving stormwater runoff

from the properties north, including the vacant textile facility, of the target site via an under road culvert and overland flow. No staining, sheens, or other indicators of concern were noted.

- The property is generally bounded and separated from neighboring properties by a noticeable tree line. A sewer force main was noted to run along the southern boundary of the property.
- Neighboring properties are generally small private residences; no specific concerns for these were noted. However, of more note is the vacant manufacturing facility located immediately north of the site. The facility is in disrepair; however, there were no indications of chemicals, petroleum storage, etc. noted on the exterior of the site. Stormwaters were collected in several ditches around the facility; again, no staining, sheens, or other indicators of concern were noted in these areas.
- There was no evidence of material storage or location on the target property. There was no accumulated debris, trash, etc. on the site; no evidence of significant impacts to the target or adjacent properties was evident.
- The site was visibly served by public power, water, and sewer. Natural gas was not noted but is assumed to serve the area.
- There were no indications of stained or non-native soils onsite. There was no evidence of onsite erosion or excessive site runoff.
- There were no unaccounted for vent or fill pipes that would indicate underground storage tanks.
- There were no other indicators of chemical or hazardous waste.

#### 3.4 INTERIOR OBSERVATIONS

- There are no onsite structures at the facility, and adjacent properties were not accessible for viewing.



## SECTION 6: INTERVIEWS

In keeping with the intent and directives of the ASTM Standard for a Phase I evaluation, specific individuals are typically interviewed regarding the conditions and operations of the site that may impact the environment.

### City of Westminster Fire Chief Chris Smith

The assessor (Mr. Ben Day) was able to meet onsite with the City's Fire Chief to review the property and obtain an interview regarding the site. The property is currently owned by the City and Chief Smith is the responsible party for ongoing preparation of the site for development as a City / County co-managed fire department and emergency management response facility. Chief Smith provided the following information regarding the property:

1. The property was purchased by the City in December 2007. At that time a portion of the property was clear cut, and the home was demolished and removed from the site.
2. There was an onsite well located somewhere in the clear cut debris area.
3. The property was obtained from Mr. Donnie Waters; Mr. Waters has since passed away. Chief Smith believes that the property was originally part of the estate of Mr. Waters' wife's family, as she had mentioned living in the home that was on the property.
4. To the best of his knowledge, the property had been hayfields for the last 20 years.
5. The vacant manufacturing building had historically been a textile facility for Jantzen Apparel. It was his understanding that the facility had been out of operation for some time and that it was currently used to warehouse equipment by another local industry.

Chief Smith did not mention any specific emergency responses to either the target property or neighboring properties.

## SECTION 7: FINDINGS AND CONCLUSIONS

### 7.1 FINDINGS

Potential environmental conditions identified for the site, based on the previously presented data, are as follows:

1. None identified.

#### 7.1.1 Opinions of Environmental Conditions

Based upon the available data, the environmental professional's opinion is that there is no evidence of recognized environmental conditions for the site, due to the lack of evidence of a release or material threat of a release from any potential sources.

### 7.2 CONCLUSIONS

A Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E 1527 of the above described property (Uconec 1MS 530-24-01-007, Westminster, SC), the "site", has been performed. This assessment has revealed no evidence of recognized environmental conditions in connection with the site.

It is the opinion of the environmental professional that "all appropriate inquiry", based on cost / availability of information, concerning the target site has been established and no further environmental evaluation of the site is necessary.

**SECTION 8: CERTIFICATION**

"I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 9312.10 of 40 CFR Part 132."

"I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property(s). I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 132."

Signature of responsible environmental professional:

*Ben S. Day*

Ben S. Day, Environmental Professional  
Goldie & Associates

September 24, 2009

Date:

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** October 6, 2009  
**COUNCIL MEETING TIME:** 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Approve work authorization for Talbert and Bright, Inc., of Wilmington, NC in the amount of \$644,085.00 for construction phase services in support of the Runway 25 and Parallel Taxiway Extension project at the Oconee County Regional Airport. The County's portion of this amount will be \$16,102.13.

**BACKGROUND OR HISTORY:**

Talbert & Bright was selected as the County's Airport Engineering Consultant per award of RFQ 08-10 which was approved by Council at the November 18, 2008 council meeting. Prior to this RFQ the County had used Talbert & Bright for over 15 years to assist in managing any construction projects at the airport as well as assisting the County in obtaining federal and state grant monies for airport improvement projects. This work authorization (copy attached) is for construction phase services specifically for the 600 foot expansion of Runway 25 and Parallel Taxiway project which was awarded to Plateau Excavation per bid 08-32 in the amount of \$3,451,481.50. It includes the following breakdown of charges for this project:

Construction Phase Services	\$ 92,700.00
Grant Administration & Management	\$ 9,050.00
Plan Revisions, Coordination & Permit Modifications	\$ 11,640.00
Resident Project Representative Services (estimated)	\$230,340.00*
Quality Assurance Testing Services (estimated)	\$291,335.00*
Utility Relocation Coordination Services (estimated)	\$ 9,020.00*
(* not to exceed this amount without County approval)	
TOTAL	<u>\$644,085.00</u>
Federal Funding at 95%	\$611,880.75
State Funding at 2.5%	16,102.12
County (local) Funding at 2.5%	16,102.13

**SPECIAL CONSIDERATIONS OR CONCERNS:**

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes

**STAFF RECOMMENDATION:**

Staff recommends approval of work authorization for Talbert and Bright, Inc., of Wilmington, NC in the amount of \$644,085.00 for construction phase services in support of the Runway 25 and Parallel Taxiway Extension project at the Oconee County Regional Airport.

**FINANCIAL IMPACT:**

When FAA grants are funded, a portion of these grants pay the cost of the necessary professional airport engineering consultant services. The grants for this project are 95% Federal, 2.5% State and 2.5% local County match. Therefore the total amount that will come from County funds will be \$16,102.13.

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes

If yes, who is matching and how much: Local Match: AIP 17 012-720-97097-00000 \$16,102.13

*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.*

**ATTACHMENTS**

1. Work Authorization

Reviewed By/ Initials:

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      WAK Grants      RC Procurement

Submitted or Prepared By:

  
\_\_\_\_\_  
Department Head/Elected Official

Approved for Submittal to Council:

  
\_\_\_\_\_  
Kendra Brown, Asst. 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.*

# TALBERT & BRIGHT

September 8, 2009

Mr. Kevin Short  
Airport Manager  
Oconee County Regional Airport  
365 Airport Road  
Seneca, SC 29678

RE: Oconee County Regional Airport  
Runway 25 and Parallel Taxiway Extension  
TBI No. 3401-0902

Dear Kevin,

As requested, we have reviewed the hourly rate and per diem rate for our Resident Project Representative services. Please note that the rates included in our Work Authorization are competitive as indicated by the approval of the Federal Aviation Administration in the project budget and their subsequent funding and grant offer. Notwithstanding that, I have reviewed the rates as related to the Line of Sight project that was commenced in the Spring 2008. TBI reviews and adjusts our rates annually on June 30<sup>th</sup>. Since the Line of Sight project there have been two such adjustments. Also, as we all have experienced there have been significant increases in the cost of travel.

As we discussed, I have adjusted the RPR hourly rate and per diem rate to reflect an annual increase of just over 7%. This, overall, is less than half of the increase approved by the FAA and will provide an additional cushion in our forthcoming important Runway Extension project of over \$28,000. Even though the Oconee County share of this project is only 2.5%, this shall also reflect savings for you. Attached are four (4) revised Work Authorizations that reflect these revisions. After approval please return two (2) to us for our files.

This is a most important project in the life of the Oconee County Regional Airport and we look forward to getting started with you on it in the very near future. If you have any additional questions please do not hesitate to contact me.

Yours truly,



J.T. Talbert, III, P.E.

JTT/eps

Enclosure

ENGINEERING & PLANNING CONSULTANTS

WWW.TALBERTANDBRIGHT.COM

4501 ANTELOPE DRIVE WILMINGTON, NC 28405 910.761.5350 FAX 910.762.6221

WILMINGTON, NORTH CAROLINA • CHARLOTTE, NORTH CAROLINA • RICHMOND, VIRGINIA

**OCONEE COUNTY REGIONAL AIRPORT**  
**WORK AUTHORIZATION FOR PROFESSIONAL SERVICES**

Work Authorization No. 09-02

July 16, 2009

TBI Project No. 3401-0902

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services. The Contract shall be amended to allow for the following work:

**Description of Work Authorization:** The Engineer shall provide Construction Phase Services for the Runway 25 and Parallel Taxiway Extension the Oconee County Regional Airport. This work authorization is for the Construction Administration; Plan Revisions, Coordination, and Permit Modifications; and Grant Administration and Management for Runway 25 and Parallel Taxiway Extension. The Engineer shall also provide Special Services for on site observation by a Resident Project Representative (RPR) with duties, responsibilities, and limitations of authority as outlined in Section IV of the Contract. The Engineer shall also provide Quality Assurance Testing services as outlined in the contract. In addition the Engineer shall provide Utility Relocation Coordination services. These services shall be provided in general accordance with the attached work scope and manhour estimate.

**Time Schedule:** The Construction Phase shall be performed within the contract time stated in the specifications. This time schedule coincides with the construction contract documents, approximate construction start date of September, 2009.

**Cost of Services:** The method of payment for Construction Phase Services shall be lump sum in accordance with Section V of the Contract. The lump sum fee for Construction Phase Services shall be \$92,700.00. The lump sum fee for Grant Administration and Management shall be \$9,050.00. The lump sum fee for Plan Revisions, Coordination, and Permit Modifications shall be \$11,640.00. Resident Project Representative Services shall be paid on an hourly rate basis in accordance with the Work Authorization. The budget for full time RPR Services shall be \$230,340.00. Quality Assurance Testing Services shall be paid on a unit cost plus 10% basis in accordance with the Work Authorization. The estimated budget for Quality Assurance Testing Services shall be \$291,335.00. Utility Relocation Coordination Services shall be paid for on a unit cost basis in accordance with the Work Authorization. The estimated budget for Utility Relocation Coordination Services shall be \$9,020.00. RPR, Quality Assurance Testing, and Utility Relocation Coordination Service's budgets shall not be exceeded without approval of Owner.

Agreed as to scope of services, time schedule and budget.

Approved:

\_\_\_\_\_  
For Oconee County Regional Airport

  
\_\_\_\_\_  
For Talbert & Bright, Inc.

Date: \_\_\_\_\_

Date: 7-8-09

Witness \_\_\_\_\_

  
\_\_\_\_\_  
Witness

Manhour Estimate

Runway 25 Extension & Parallel Taxiway Construction Services

Oconee County Regional Airport

July 16, 2009

TBI No. 3401-0902

**CONSTRUCTION ADMINISTRATION**

Task Description	Prfa	PM	E5	E2	S5
1 Develop Work Scope and Submit to Owner. Coordinate Work Scope, Schedule, and Budget with Owner.	1	4	4	0	4
2 Coordinate Work Scope and Contract with QA Testing Laboratory.	1	4	4	0	2
3 Prepare and Issue Project Contracts. Coordinate with Owner.	1	4	6	0	4
4 Review / Coordinate Project Plans and Specifications with Contractor. Resolve Contractor Questions / Requests / Scheduling Issues prior to construction start.	1	8	12	0	6
5 Coordinate / Attend Preconstruction Conference. Issue Meeting Summary.	1	4	8	0	2
6 Review / Approve Project Schedule, Material Submittals, Mix Designs, Construction Sequence, and Safety Plan Implementation. Prepare Construction Management Plan. Coordinate with Owner.	2	14	36	0	8
7 Coordinate / Review Work Scope and Reporting Procedures with Resident Project Representative, QA Testing Laboratory, and Owner. Review QA / QC Test Results.	1	8	24	0	4
8 Coordinate / Attend Preparing Conference. Issue Meeting Summary.	2	4	12	0	2
9 Attend Onsite Visits and Progress Meetings (Monthly). Issue Memorandums as Required.	15	40	120	0	20
10 Review / Process Contractor Partial Pay Requests, DBE Status Reports, and Certified Payrolls, Sales Tax Reports, and Coordinate with Airport.	1	16	32	0	40
11 Answer Contractor Questions. Resolve Construction / Operational Conflicts. Complete General Project Administrative Functions.	2	24	56	0	20
12 Conduct Project Prefinal Inspection. Develop / Issue "Punch List" for Remaining Work.	1	8	16	0	4
13 Schedule / Attend Project Final Inspection. Develop / Issue Final Project "Punch List". Confirm Project Completion.	1	8	16	0	4
14 Process Final Pay Request and Final Change Order. Review Final Certifications and Affidavits. Assist Owner with Close Out Documentation.	1	8	24	0	8
15 Review Record Documents Submittal. Prepare Final Closeout Report. Distribute to Owner.	1	8	16	24	4
<b>Manhour Total</b>	<b>33</b>	<b>162</b>	<b>398</b>	<b>24</b>	<b>134</b>

**Labor Expenses**

Classification	Billing Rate	Estimated Manhours	Estimated Cost
Principal	166.00	33	\$5,148.00
Project Manager	147.00	162	\$23,514.00
Engineer V	118.00	300	\$45,784.00
Engineer II	72.00	24	\$1,728.00
Secretary V	68.00	134	\$9,112.00
<b>Subtotal - Labor Expenses</b>		<b>741</b>	<b>\$85,586.00</b>



Manhour Estimate  
 Runway 25 Extension & Parallel Taxiway Construction Services  
 Oconee County Regional Airport  
 July 16, 2009  
 TBI No. 3401-0902

Direct Expenses

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Travel	Mile	0.45	12,000	\$5,400.00
Plan Reproduction	Sheets	1.20	600	\$720.00
Specification Reproduction	Sheets	0.60	5,000	\$300.00
Telephone / Facsimile / Postage	L.S.	500.00		\$500.00
Miscellaneous Expenses	L.S.	200.00		\$200.00
<b>Subtotal - Direct Expenses</b>				<b>\$7,120.00</b>

Total - Construction Administration Phase \$92,706.00

USE \$92,700.00

GRANT ADMINISTRATION & MANAGEMENT (AIP 17, 18, & 19)

Task Description	Prin	PM	\$5
1. Maintain Project and Prepare FAA and SCDOA Reimbursement Requests.	8	5	33
2. Coordinate with County Staff, FAA, and SCDOA.	8	5	24
<b>Manhour Total</b>	<b>16</b>	<b>10</b>	<b>57</b>

Labor Expenses

Classification	Billing Rate	Estimated Manhours	Estimated Cost
Principal	156.00	16	\$2,496.00
Project Manager	147.00	10	\$1,470.00
Secretary V	68.00	31	\$2,098.00
<b>Subtotal - Labor Expenses</b>		<b>57</b>	<b>\$6,064.00</b>

Direct Expenses

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Printing	Copies	0.60	400	\$240.00
Telephone / Facsimile / Postage	L.S.	50.00	1	\$50.00
Miscellaneous Expenses	L.S.	50.00	1	\$50.00
<b>Subtotal - Direct Expenses</b>				<b>\$340.00</b>

Total - Grant Administration & Management (AIP 17, 18, & 19) Services \$9,050.00

USE \$9,050.00

Manhour Estimate

Runway 25 Extension & Parallel Taxiway Construction Services

Oconee County Regional Airport

July 16, 2008

TBI No. 3401-0802

**PLAN REVISIONS, COORDINATION, & PERMIT MODIFICATIONS**

Task Description	Prin	PM	E5	E2	SS
1. Coordination of Clearing Area Modifications with Owner	2	2	1	0	1
2. Plan Modifications					
• Sheet 8 Revise Clearing Area	0	1	2	8	0
• Sheet 8 Revise Clearing Area	0	1	2	8	0
• Sheet 10 Revise Clearing Limits	0	1	2	8	0
• Sheet 12 Revise Clearing Limits	0	1	2	8	0
• Sheet 14 Revise Clearing Limits, Add S&EC	0	1	2	8	0
• Sheet 16 Revise Clearing Limits, Add S&EC	0	1	2	8	0
• Sheet 48 Add Utility Clearing, Add S&EC	0	1	2	8	0
3. Calculate Quantities, Prepare Change Order, Coordinate with Contractor, Owner, FAA, and SCDQA	2	2	4	4	2
4. Prepare S&EC Permit Modifications, Submit Revised Permit, and Coordinate with DHEC	1	2	8	8	2
<b>Manhour Total</b>	<b>5</b>	<b>13</b>	<b>27</b>	<b>68</b>	<b>5</b>

**Labor Expenses**

Classification	Billing Rate	Estimated Manhours	Estimated Cost
Principal	158.00	5	\$790.00
Project Manager	147.00	13	\$1,911.00
Engineer V	118.00	27	\$3,186.00
Engineer II	72.00	30	\$4,692.00
Secretary V	68.00	5	\$340.00
<b>Subtotal - Labor Expenses</b>		<b>118</b>	<b>\$11,119.00</b>

**Direct Expenses**

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Travel	Mile	0.45	750	\$337.50
Plan Reproduction	Sheets	1.20	100	\$120.00
Copies	Sheets	0.35	400	\$140.00
Telephone / Facsimile / Postage	L.S.			\$50.00
<b>Subtotal - Direct Expenses</b>				<b>\$647.50</b>

**Total - Plan Revisions, Coordination, & Permit Modifications** **\$11,644.50**

USE **\$11,640.00**

Manhour Estimate  
Runway 25 Extension & Parallel Taxiway Construction Services  
Osceola County Regional Airport  
July 16, 2009  
TBI No. 3401-0902

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**SPECIAL SERVICES**

**RESIDENT PROJECT REPRESENTATIVE SERVICES (Full Time)**

Contract Time: 308 Calendar Days (Assume 44 weeks, 5.5 days/week, at 10 hours per day)

RPH: 2,420 Hours @ \$75.00/hour	\$181,500.00
Per Diem: 284 Days @ \$185.00/day	\$48,840.00
<b>Estimated Cost for Resident Project Representative Services (Full Time)</b>	<b>\$230,340.00</b>
USE	<b>\$230,340.00</b>

Note: Full time Resident Project Representative Services will be performed on an hourly rate basis for labor and per diem expenses, in accordance with billing rate schedule shown below. Full time RPR labor charges will be billed on an hourly basis for time worked on the project. Per diem expense will be billed on a daily basis for days worked. The cost of full time Resident Project Representative Services shall not exceed \$230,340.00 without prior approval from the Owner.

**QUALITY ASSURANCE TESTING SERVICES**

Testing Consultant - GeoTechnologies, Inc.	\$284,850.00
TBI Multiplier	X 1.1
	<b>\$291,335.00</b>
USE	<b>\$291,335.00</b>

Note: Estimated Cost of Services are based on the Engineer's (and subcontractor's) understanding of project requirements and anticipated contractor construction work schedule. Billing charges will be based on time charged to the project by testing personnel. The cost of testing services shall not exceed \$291,335.00 without prior approval from the Owner.

Manhour Estimate

Runway 25 Extension & Parallel Taxiway Construction Services

Ononee County Regional Airport

July 16, 2009

TBI No. 3401-0902

**UTILITY RELOCATION COORDINATION**

Task Description	Proj	PM	E5	E2	\$5
1. Coordinate Utility Relocation with Blue Ridge Electric Cooperative and Owner.	2	8	24	2	4
2. Coordinate Relocation Details with Contractor.	2	8	16	2	4
<b>Manhour Total</b>	<b>4</b>	<b>16</b>	<b>40</b>	<b>4</b>	<b>8</b>

**Labor Expenses**

Classification	Billing Rate	Estimated Manhours	Estimated Cost
Principal	166.00	4	\$664.00
Project Manager	147.00	16	\$2,352.00
Engineer V	116.00	40	\$4,720.00
Engineer II	72.00	4	\$288.00
Secretary V	68.00	8	\$544.00
<b>Subtotal - Labor Expenses</b>		<b>72</b>	<b>\$8,528.00</b>

**Direct Expenses**

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Travel	Mile	0.45	750	\$337.50
Telephone / Facsimile / Postage	L.S.	100.00	1	\$100.00
Reproduction	L.S.	50.00	1	\$50.00
<b>Subtotal - Direct Expenses</b>				<b>\$487.50</b>

**Total - Utility Relocation Coordination**

\$9,015.50

USE \$8,020.00

Note: Estimated cost based on the Engineer's understanding of coordination requirements. Billing charges will be based on the time charged to project for coordination services. The cost of coordination services will not exceed \$9,020.00 without prior approval from the Owner.



# Oconee County Infrastructure Advisory Commission

415 S. Pine Street • Walhalla, South Carolina 29691 • (864) 718-1023

Chairman: Robert C. Winchester  
Vice Chairman: Bobby Williams  
Secretary: Elizabeth Hulse

October 6, 2009

## *Infrastructure Advisory Commission*

The Oconee County Infrastructure Advisory Commission was created by Oconee County Ordinance #2004-31. Initially the membership in the OCIAC was 14 in number. Ordinance #2005-14 increased the number on the Commission to 15.

- o **Public:** The Cities of Salem, Seneca, Walhalla, Westminster, and West Union shall each appoint one member to the advisory commission – each shall serve until replaced by said respective city.
- o **Private:** The Oconee Joint Regional Sewer Authority, Pioneer Water District, Blue Ridge Electric Co-operative, Duke Power Company, AT&T, and Fort Hill Natural Gas Company shall each appoint one member to the advisory commission – each shall serve until they are replaced by their respective selecting entity.
- o The county infrastructure advisory commission shall include four members of the County Government and shall serve until replaced.
  - Director of the County Economic Development Commission
  - County Administrator
  - Representative appointed by County Council
  - Representative from the County Planning Commission

The OCIAC meets bi-monthly on the first Wednesday of the month at 1:00 p.m. The first organizational meeting was held on February 2, 2005. Officers were elected.

<b>Chairman:</b> Bob Winchester	<b>Oconee Joint Regional Sewer Authority</b>
<b>Vice Chair:</b> Bobby Williams	<b>City of Westminster</b>
<b>Secretary:</b> Elizabeth Hulse	<b>Clerk to Council</b>

<b><u>Municipalities:</u></b>	Bob Faires Dana Wilson Sharon Nannery Wanda J. Harris	City of Seneca City of Walhalla Town of West Union Town of Salem
<b><u>Utilities:</u></b>	Joey Hawkins Charles Dalton Terry Pruitt Jim Evers Mike Wilson	Fort Hill Natural Gas Blue Ridge Electric Coop, Inc. Pioneer Rural Water District AT&T Duke Energy
<b><u>Oconee County:</u></b>	Joel Thrift Kendra Brown Jim Alexander Art Holbrooks	Council Representative Interim County Administrator Economic Development Director Planning Department Director

**Infrastructure Advisory Commission**

**Ordinance #2004-31 & #2005-14 [copies attached]**

*Contact: Bob Winchester, Chairman [972-3900]*

*Elizabeth Hulse, Secretary [718-1023]*

**Summary of Powers & Duties of the Commission:**

- A] To **advise and make recommendations** to the Oconee County Council concerning the County's role in building, operation, and maintenance of sewer and water lines in Oconee County. Recommendations will be submitted to the Administrator or a designee.
- B] To **provide a liaison** between Oconee County and sewer and water entities in Oconee County.

**Activity Highlights:**

- o July 22, 2008 – The Capital Projects Commission was re-established by Oconee County Council.
- o October 1, 2008 – Don Fuller, Capital Projects Commission Chairman, met w/ OCIAC.
- o December 3, 2008 – OCIAC Briefing: Capital Projects Commission still looking toward 2010.
- o January 6, 2009 – Joel Thrift appointed to OCIAC.
- o February 4, 2009 – Update by Ken Sloan, Convention Visitors Bureau Director.
- o March 17, 2009 – Workshop with Oconee County Council and Don Fuller, Capital Projects Commission Chairman. Discussion of potential capital projects sales tax referendum and goals of OCIAC.
- o April 1, 2009 – OCIAC voted to waive compensation from the County of \$100.00/year for serving on the OCIAC.
- o July 2009 – ACOG completed Oconee County Economic Development Strategy Projects List. OCIAC involved in the process.
- o June 3, 2009 – OCIAC cancelled meeting. Many OCIAC members met at a Targeted Industry Study Meeting at the Oconee Medical Center.
- o September 2, 2009 – Pioneer Rural Water submitted an update of the projects they have planned in the future.

**Note:** At each OCIAC meeting, the representative for each member (entity) is called on for an update on Infrastructure Activities they are involved in.

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

OCONEE COUNTY COUNCIL ORDINANCE NO. 2004-31

AN ORDINANCE CREATING THE OCONEE COUNTY INFRASTRUCTURE  
ADVISORY COMMISSION.

WHEREAS, Oconee County recognizes the need for the County to be involved in the planning and construction of water lines, and sewer lines within Oconee County; and

WHEREAS, Oconee County is currently served by a number of entities who provide sewer and water infrastructure including, but not limited to, the Oconee County Sewer Commission, the Cities of Salem, Seneca, Walhalla, Westminster, West Union, and Pioneer Water District; and

WHEREAS, the County believes that it would be in the best interest of Oconee County to receive input from the above named entities as well as other interested stakeholders in determining where to place infrastructure;

NOW BE IT ORDAINED by the Oconee County Council, in Council duly assembled, with quorum present and voting, and upon third and final reading the following:

Section 1. This Ordinance shall be known as an Ordinance creating the Oconee County Infrastructure Advisory Commission.

Section 2. Membership and Term of Office

The Membership in the Oconee County Infrastructure Advisory Commission shall be Fourteen (14) in number. The Cities of Salem, Seneca, Walhalla, Westminster and West Union shall each appoint one member to the Advisory Commission. The person appointed by each respective city shall serve on said Commission until replaced by said respective city. The Oconee County Sewer Commission, Pioneer Water District, Blue Ridge Electric Co-operative, Duke Power Company, Bell South and Fort Hill Natural Gas Company, shall each appoint one person to serve on the Oconee County Infrastructure Advisory Commission. The persons selected by the Oconee County Sewer Commission and Pioneer Water District, Blue Ridge Electric Co-operative, Duke Power Company, Bell South and Fort Hill Natural Gas Company shall serve on the Commission until they are replaced by their respective selecting entity. Oconee County shall appoint three (3) members of the Oconee County Infrastructure Advisory Commission. One of the Oconee County members shall be the Director of the Oconee County Economic

Development Commission. The other two members shall be appointed by County Council and shall serve until replaced by County Council.

### Section 3. Organization, Meetings, Officers

The Oconee County Infrastructure Advisory Commission shall meet at least once every other month at a time and place selected by the membership thereof. The Commission may meet more often as the Commission deems necessary.

The Commission shall select a Chairman, Vice-Chairman and Secretary and such other officers as the Commission may deem necessary and these officers shall serve for a period of one year or until their successors are duly elected and qualified. Vacancies in any office by reason of death, resignation, or replacement shall be filled for the unexpired term of the officer whose position becomes vacant. The election of officers shall take place at the first meeting in January of each year.

In addition, the Commission may adopt such by-laws as may be necessary for the orderly performance of its duties and functions. Any by-laws which may be adopted by the Commission for the orderly performance of its duties shall comply with all of the provisions of the general laws of the State of South Carolina and this Ordinance, and all other Ordinances of Oconee County, including, but not limited to, the Freedom of Information Act.

### Section 4. Powers and Duties

The duties of the Oconee County Infrastructure Advisory Commission shall be as follows:

a) To advise and make recommendations to Oconee County Council concerning the County's role in the building, operation and maintenance of sewer lines and water lines in Oconee County. The Commission shall submit its advice and recommendations in written form to the Administrator of Oconee County, or his/her designee.

b) To provide a liaison between Oconee County and the sewer and water entities in Oconee County.

### Section 5. Salaries and Funding

Each member of the Oconee County Infrastructure and Advisory Commission shall be paid the sum of \$100.00 per year, plus expenses for out of County travel as sole compensation. Any expense item or claim for same shall first be approved by the Chairman of the Commission and then submitted for approval and payment to County Council. In no event shall no member of the Commission be entitled to any other compensation, direct or indirect, for services on the Commission and such member shall not provide any services, materials, products, goods or equipment to the County unless



the same is sold or offered for sale in accordance with existing county and state purchasing procedures.

  
H. Frank Ables, Jr., Chair  
Oconee County Council

Attest:

  
Opal O. Green  
Clerk to Council

1<sup>st</sup> Reading: November 30, 2004

2<sup>nd</sup> Reading: December 7, 2004

3<sup>rd</sup> Reading: January 4, 2005

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE,  
ORDINANCE 2005-14

AN ORDINANCE AMENDING ORDINANCE 2004-31, "AN ORDINANCE  
CREATING THE OCONEE COUNTY INFRASTRUCTURE ADVISORY  
COMMISSION"

WHEREAS, Ordinance 2004-31 was adopted by County Council and established the Oconee County Infrastructure Advisory Commission; and

WHEREAS, the purpose of this Ordinance is to amend Section 2 of Ordinance 2004-31;

NOW BE IT ORDAINED by the Oconee County Council, in council duly assembled, with quorum present and voting, and upon third and final reading the following:

Section 2 of Ordinance 2004-31 is amended in read:

**Section 2. Membership and Term of Office.**

The Membership in the Oconee County Infrastructure Advisory Commission shall be Fifteen (15) in number. The Cities of Salem, Seneca, Walhalla, Westminster and West Union shall each appoint one member to the Advisory Commission. The person appointed by each respective city shall serve on said Commission until replaced by said respective city. The Oconee County Sewer Commission, Pioneer Water District, Blue Ridge Electric Co-operative, Duke Power Company, Bell South and Fort Hill Natural Gas Company, shall each appoint one person to serve on the Oconee County Infrastructure Advisory Commission. The persons selected by the Oconee County Sewer Commission and Pioneer Water District, Blue Ridge Electric Co-operative, Duke Power Company, Bell South and Fort Hill Natural Gas Company shall serve on the Commission until they are replaced by their respective selecting entity. The Oconee County Infrastructure Advisory Commission shall include four (4) members of the Oconee County government. One of the Oconee County members shall be the Director of the Oconee County Economic Development Commission. One member shall be the Oconee County Administrator. One member shall be appointed by County Council and shall serve until replaced by County Council. One member shall be appointed by the Oconee County Planning Commission and shall serve until replaced by the Planning Commission.

  
H. Frank Abies, Jr., Chair  
Oconee County Council



**NOTES**  
**TRANSPORTATION COMMITTEE MEETING**  
**September 22, 2009**  
**COMMITTEE MEMBERS**

Received Ongoing Project Status / Staff Report

Road Improvement List / Proposed: No action was taken at this meeting regarding this issue.

Jenkins Bridge Road: A Motion was approved to authorize spending up to \$300,000 for this bridge replacement project and inclusion in the budget amendment.  
NEED MOTION TO APPROVE COMMITTEE ACTION

Bennettsville Road: A Motion was approved to authorize spending up to \$100,000 for this culvert replacement project.  
NEED MOTION TO APPROVE COMMITTEE ACTION

Flood Event Action Summary / September 20-21, 2009: Mr. Kelly reviewed with the Committee actions taken by the Road Department the weekend of September 20-21, 2009. He noted the following:

- 11 inches of rain fell within a 48 hour period in which localized flooding occurred in the northern area of the county
- 20 trees were cleared off 16 roads
- 23 roads were flooded
- 18 roads were temporarily barricaded
- 23 roads required some work, i.e. scraping and culvert work
- 1,000 staff hours were utilized to deal with this flooding event
- Road closed as of this meeting date needing additional inspection:
  - Camp Road
  - Crystal Lake Road
  - Land Bridge Road
- Roads needing additional inspection:
  - Alberts Road
  - Low Water Bridge Road
  - N. Jenkins Bridge Road

Cuttle Cove (private road) / Dusty Lane (county road): The Committee instructed the Roads & Bridges Manager to meet with the citizen to view the damage and determine if the damage was caused by the run off from a county roadway or as part of the natural catch basin for the area. No action was taken at this meeting regarding this issue.

# Press Release



September 18, 2009  
FOR IMMEDIATE RELEASE

Contact: Julie Scott, 803-255-2628  
julie.scott@scchamber.net

## S.C. CHAMBER OF COMMERCE AND SILVER CRESCENT FOUNDATION ANNOUNCE MANUFACTURERS OF THE YEAR

Columbia, S.C. — The South Carolina Chamber of Commerce and the Silver Crescent Foundation announce the 2009 Silver Crescent Manufacturer of the Year award winners. Celebrating the awards, the distinguished Salute to Manufacturing was held September 22 at the Southeastern Institute of Manufacturing and Technology (SIMT) in Florence.

- The Small Manufacturer of the Year (100 or less employees) is Packaging Corporation of America, located in Honea Path.
- **The Medium Manufacturer of the Year (101-499 employees) is Sandvik/Valenite, located in Westminster.**
- The Large Manufacturer of the Year (500 or more employees) is Alcoa Mt. Holly, located in Goose Creek.

### Other Silver Crescent Manufacturer of the Year Nominees Include:

Eaton Corporation

Eaton Corporation Hydraulics Business

Force Protection, Inc.

GlaxoSmithKline

Holcim (US) Inc.

Hubbell Lighting, Inc.

Jostens, Inc.

KS Granlager USA, Inc.

Metso Power

Parker Hannifin Corporation, Racor Division

PPG Industries, Inc.

Raisis Steel US, Inc.

S&W Manufacturing, A SMEAD COMPANY

Savannah River Nuclear Solutions

SC Metal Products

Schneider Electric

Scienceticals, Inc.

U.S. Engine Valve

Dr. Thomas R. Kurfess, who serves as the BMW Endowed Chair of Manufacturing at Clemson University and director of the Carroll A. Campbell Jr. Graduate Engineering Center, provided an inspiring keynote address on South Carolina's ever-increasing role in advanced manufacturing. He believed the outlook for high-tech and profitable manufacturing here in the Palmetto State is encouraging and said it remains important to focus efforts on creating a well-equipped and educated workforce to make sure South Carolina companies remain competitive in the global marketplace.

Manufacturer of the Year selections were based upon quality improvement efforts, quality of life programs, improvements in the environment, involvement in local community and economic development, education and workforce development and overall effectiveness.

"The Silver Crescent Manufacturer of the Year awards provide an opportunity for business and community leaders to recognize the accomplishments of South Carolina's best and brightest companies," said Oris B. Rawl, Jr., president and chief executive officer of the South Carolina Chamber of Commerce. "We celebrate the valuable contributions manufacturing provides to the Palmetto State."

"We are so pleased by the response this year's Salute to Manufacturing has generated, especially during these uncertain economic times," said Karen Owens, president of the Silver Crescent Foundation. "Having 21 companies