



PUBLIC COMMENT SESSION SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

Tuesday, June 1, 2010

6:00 PM

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

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

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

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

PLEASE PRINT

	FULL NAME	AGENDA ITEM FOR DISCUSSION
1 X	Brett Adams	12 (3)
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15 X	BTL	





PUBLIC HEARING SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

DATE: June 1, 2010 2:00 p.m.

[1] Ordinance 2009-22 "AN ORDINANCE OF THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA DESIGNATING OCONEE COUNTY, SOUTH CAROLINA AS A RECOVERY ZONE FOR PURPOSES OF SECTIONS 1400U-1, 1400U-2 AND 1400U-3 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, PROVIDING FINDINGS; PROVIDING FOR ELIGIBLE ACTIVITIES/PROJECTS FOR RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS AND PROVIDING FOR ELIGIBLE ACTIVITIES/PROJECTS FOR RECOVERY ZONE FACILITY BONDS"

[2] Ordinance 2010-09 "AN ORDINANCE OF OCONEE COUNTY, SOUTH CAROLINA, TO ESTABLISH PROCEDURES AND REQUIREMENTS FOR THE CONSIDERATION OF AND THE ENTERING INTO DEVELOPMENT AGREEMENTS"

[3] Ordinance 2010-18 "AN ORDINANCE TO AUTHORIZE THE LEASING OF CERTAIN OCONEE COUNTY SPACE, AND OTHER MATTERS RELATED THERETO"

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

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

Ordinance #	2009-22	2010-09	2010-18
1. LARRY LINSIN	✓		
2. Brent J. [unclear]	✓		
3. Tom Markovich			2010-09
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			



CAPITAL PROJECTS FUND
Budget Year 2010-2011

Department	Description	2010-2011 Requested	2010-2011 Administrator Recommended	2010-2011 Council Approved	Proposed Changes for Third Reading
104	Communications				
206	Library	318,000	Note 1	Note 1	
720	Airport	8,100,000	Note 2	Note 2	
101	Detention	380,000	380,000	380,000	1,000,000
714	Facilities				2,137,870
Total Capital Project Expenditures		9,798,000	380,000	380,000	3,137,870
Proposed Financing Sources for Above Items					
104	Tower	318,000			
206	Library	6,100,000			
206	Library	2,500,000			
206	Library	500,000			
720	Airport	320,000	320,000	320,000	
720	Airport	60,000	60,000	60,000	
101	Detention Center				1,000,000
714	Courthouse				825,000
714	Courthouse				1,312,870
Total Capital Project Financing Sources		9,798,000	380,000	380,000	3,137,870

Note 1: Sheriff is working with the State Senator to obtain permission to use State tower at the site. If this is unsuccessful, it is recommended that this tower be funded by a capital lease.

Note 2: No recommendation on Library at this time-project is in pre-application stage with USDA.



Oconee County, South Carolina
Proposed Funding Sources for Courthouse Remediation
2009-2010 Budget

<u>Account</u>	<u>Amount</u>
Detention Center Salary	\$ 100,000
Emergency Services Worker's Comp	57,000
Emergency Services Misc Grant Match	20,000
Assessor Capital Expenditure	30,000
Probate Judge Salaries	20,000
Road Dept Gravel	20,000
Human Resources P & L	340,000
Detention Center Electricity	30,000
Courthouse Electricity	20,000
Administrator's Salary	25,000
Solid Waste Tipping Fees	210,000
Airport Jet Fuel	20,000
Sheriff Gasoline	25,000
Road Dept Gasoline	19,000
Engineering Services Professional	30,000
Health Insurance	346,870
Total	<u>\$ 1,312,870</u>



Oconee County, South Carolina
Comparison of Budgets for the Solicitor and Public Defender
2010-2011 Budget

<u>Budget</u>	FY	Solicitor	% of Local Funding	Public Defender	% of Local Funding	Public Defender Budget as a % of Solicitor's Budget
Oconee Budget	2011	562,678	27%	150,900	31%	27%
Anderson Budget	2010	1,550,680	73%	328,900	69%	21%
Total		<u>2,113,358</u>		<u>478,900</u>		

Source: County Budget Documents

<u>Population</u>			
Oconee	2000	66,215	29%
Anderson	2000	165,740	71%
		<u>231,955</u>	

Source: U.S. Census

<u>Case Loads</u>		Criminal Records Added	%
Oconee	2009	1,965	31%
Anderson	2009	4,409	69%
Total Circuit		<u>6,375</u>	

Source: S.C. Court Administration

Based on information from the Solicitor's Office, the Public Defender has 1/3 of the case load as the Solicitor's Office based on the number of dockets. The Public Defender represents approximately 35% of the defendants.



**Oconee County, South Carolina
Public Defender Budget Request
2010-2011 Budget**

Background

The Tenth Judicial Circuit includes Anderson and Oconee County. Based on the "Criminal Records Summary of Activity by Circuit/County" report for the period 7/1/2008 thru 6/30/2009, the number of Oconee County criminal records added represented 31% of the total records added for the Circuit. Oconee County provides 31% of the local funding for the Public Defender's office. Oconee County funds the Public Defender's Office at approximately 27% of the Solicitor's Office budget compared to Anderson County which funds the Public Defender at 21% of the Solicitor's Office. The Oconee County budget appears to be reasonable in comparison to the Anderson County's budget.

State law forbids the County to reduce the funding for the Public Defender's office below the amount received in the prior year and requires the County to provide office space, utilities, telephone expenses, materials, and supplies to the Public Defender's Office. See excerpts below.

SECTION 17-3-550. Funding.

No county may appropriate funds for public defender operations in a fiscal year below the amount it funded in the immediate previous fiscal year.

SECTION 17-3-590. Office space and equipment.

The governing body of the county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro-rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as are necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner.

Recommendation

Due to the facts that the additional personnel for the Solicitor's Office for Magistrate Cases are being funded on a trial basis beginning in October of 2010 and that the Public Defender's office funding cannot be reduced, staff recommends delaying consideration of additional funding for the Public Defender's office for Magistrate cases until the program in the Solicitor's Office can be evaluated to determine the appropriate level of funding for future years.



Deeonee County, South Carolina
Summary Proposed Changes Approved at May 25, 2010 Committee Meeting
2010-2011 Budget

Our Daily Bread

Provide funding of \$5,000 as Direct Aid to Our Daily Bread by reducing the Council Contingency by \$5,000.

Seneca Fire Contract

Recommended approval of \$550,000 for a one year contract with the City of Seneca to provide fire protection in Seneca Rural Fire District. Additional funding of \$162,000 to be provided from the Emergency Services Fund using the Contingency account of \$85,161 and fund balance of \$76,839.

Capital Projects Fund

Addition of \$1,000,000 to provide initial budget for the Detention Center, expenditures to be reimbursed from bonds issued for the project.

Addition of \$2,137,870 to provide for the remediation work needed at the Courthouse, to be funded through court settlement proceeds of \$825,000 and from a transfer of unused funds in the 2009-2010 budget, as per the attached details.

Economic Development Capital Projects Fund

Reduction of \$843,000 of expenditures and funding (C-Fund) related to elimination of the Phase 3 Golden Corner Commerce Park Infrastructure northern entrance.

Reduction of \$25,000 of C-Funds and increase of \$25,000 EDC Infrastructure funds as funding source for the Phase 2 Golden Corner Commerce Park Infrastructure southern entrance.

Budget Provisos

Approval of budget provisos 13 and 14 related to the new positions in the Clerk of Court and Solicitor's Offices.



Oconee County, South Carolina
Additional Budget Provisos Ordinance 2010-11
2010-2011 Budget

Section 13

The new Part-time Clerk position in the Clerk of Court's office is a temporary position, only, funded for one year, and is intended to increase the collection of past due fines and fees owed to the County. In order for this position to be considered in future budget years, the Clerk of Court's office must provide the Administrator with quarterly reports indicating the number of cases researched and the amount of fines and fees collected that are attributable to this position. These reports are due 15 days after the end of the quarter. Oconee County Council is not obligated to fund the position at such future time, however, all other factors notwithstanding. This position is never to be considered a permanent position unless and until Oconee County Council so designates it, so that this position is exempt from any provision of federal, state, or local law restricting the ability of Oconee County Council to decrease funding for the Office of the Clerk of Court. In other words, this position is not a part of the permanent funding of the Office of the Clerk of Court for Oconee County.

Section 14

Funding for the new, temporary Assistant Solicitor and Paralegal positions in the Solicitor's office is intended to provide representation for Oconee County in the magistrate courts of Oconee County. These are temporary positions, only. In order for these positions to be considered in future budget years, the Solicitor's office must provide the Administrator with quarterly reports indicating the number of new cases referred each quarter, the number of court appearances each quarter and a certification from the Solicitor that these positions were only used for representation in magistrate court on Oconee County cases during the quarter. These reports are due 15 days after the end of the quarter. Oconee County Council is not obligated to fund these positions at such future time, however, all other factors notwithstanding. These positions are never to be considered permanent positions unless and until Oconee County Council so designates them, so that these positions are exempt from any provision of federal, state, or local law restricting the ability of Oconee County Council to decrease funding for the Office of the Tenth Circuit Solicitor. In other words, these positions are not a part of the permanent funding of the Office of the Tenth Circuit Solicitor for Oconee County.





NOTES
TRANSPORTATION COMMITTEE
WORKSHOP MEETING
May 18, 2010

Ongoing Project Status/Staff Report: County Engineer:

Mr. Mack Kelly, County Engineer, addressed the Committee utilizing several handouts [filed with these minutes] highlighting special projects completed, special projects assigned, road paving capital summary 2010, and proposed road listing for new construction and paving.

Broadus & Linda Thomas / Sirrene Street, Seneca

Mr. Kelly provided the committee a brief summary of events [filed with these minutes] and recommended to Council that the county honor the intent of the previous Supervisor and direct staff to execute a proper permanent easement and to place stormwater piping system along the Thomas' property. Discussion followed.

Mr. Corbeil made a motion, seconded by Mr. Thrift, approved 2 - 0 to accept the staff recommendation and take this to full Council for action.

Brandon Shirley / Stillwater Neighborhood:

Mr. Kelly provided the committee a brief summary of events [filed with these minutes] and recommended to Council that they deny the request for a three-way stop sign as outlined in the report. Discussion followed.

Mr. Corbeil made a motion, seconded by Mr. Thrift, approved 2 - 0 to accept the staff recommendation and deny the stop sign.

Dr. John's Road / Closure Clarification

Mr. Kelly provided the committee a brief summary of events [filed with these minutes] and requested from Council clarification regarding the portion of the roadway to be closed. Discussion followed.

Mr. Thrift asked the County Engineer to contact the attorney and instruct them to hold on this closure until members of the Committee had a chance to ride out and review the road.

Stadium Road Closure Request

Mr. Kelly provided the committee a brief summary of events [filed with these minutes].

Mr. Thrift made a motion, seconded by Mr. Corbeil, approved 2 - 0 to accept the staff recommendation that Mr. Davis consult with an attorney to assist with the abandonment process.

Lake Beclcy Road / Patching & Sealing

Mr. Corbeil voiced concerns from citizens regarding the need for sealing work to be done on this roadway. Discussion followed.

Mr. Corbeil made a motion, seconded by Mr. Thrift, approved 2 - 0 to instruct the County Engineer to utilize an outside contractor as a test program with the understanding that staff would be present to gain experience and to propose a permanent plan for the future after completion.



STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2010-07

A RESOLUTION HONORING JAMES EUGENE KLUGH

WHEREAS, after eight months of service to Oconee County and its citizens as the Interim County Administrator, Mr. Klugh will leave Oconee County on or about June 4, 2010; and,

WHEREAS, Mr. Klugh brought to Oconee County thirty plus years of county management experience, and

WHEREAS, Mr. Klugh was instrumental in maintaining county operations in a professional and efficient matter, and,

WHEREAS, Mr. Klugh provided strong leadership skills, treating staff, outside agencies and the public with respect and courtesy, and

WHEREAS, Mr. Klugh provided thoughtful guidance for Council all the while exhibiting the rare trait of common sense in dealing with many complex issues facing Oconee County; and

WHEREAS, Mr. Klugh was instrumental in assisting the Council in the selection of a permanent County administrator, 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 Mr. James Eugene Klugh for his exemplarity and dedicated service to the citizens of Oconee County and to honor him at the time,

NOW, THEREFORE, IT IS HEREBY RESOLVED, by Oconee County Council in meeting duly assembled, that Oconee County Council hereby recognizes and honors Mr. James Eugene Klugh for his service to Oconee County and its citizens and for his unwavering dedication to assisting the people of Oconee County and the County Council,

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

APPROVED AND ADOPTED this 1st day of June, 2010.

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: June 15, 2010
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Third Reading of Ordinance 2009-22 AN ORDINANCE OF THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA DESIGNATING OCONEE COUNTY, SOUTH CAROLINA AS A RECOVERY ZONE FOR PURPOSES OF SECTIONS 1400U-1, 1400U-2 AND 1400U-3 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING FINDINGS; PROVIDING FOR ELIGIBLE ACTIVITIES/PROJECTS FOR RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS AND PROVIDING FOR ELIGIBLE ACTIVITIES/PROJECTS FOR RECOVERY ZONE FACILITY BONDS.

BACKGROUND OR HISTORY:

The County has not received any applications for the recovery zone bonds and at this time does not anticipate issuing any, however there are other benefits, such as the New Market Tax Credits, that are available to companies in a designated recovery zone.

SPECIAL CONSIDERATIONS OR CONCERNS:

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:

Take third reading of ordinances 2009-22 to designate the County as a recovery zone.

FINANCIAL IMPACT:

None.

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 KB Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Kendra Brown
Department Head/Elected Official

Approved for Submittal to Council:


Gene Klugh, Interim County Administrator



STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2009-22

AN ORDINANCE OF THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA DESIGNATING OCONEE COUNTY, SOUTH CAROLINA AS A RECOVERY ZONE FOR PURPOSES OF SECTIONS 1400U-1, 1400U-2 AND 1400U-3 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING FINDINGS; PROVIDING FOR ELIGIBLE ACTIVITIES/PROJECTS FOR RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS AND PROVIDING FOR ELIGIBLE ACTIVITIES/PROJECTS FOR RECOVERY ZONE FACILITY BONDS.

SECTION I. FINDINGS

WHEREAS, Section 1401 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 added Sections 1400-1 through 1400U-3 to the Internal Revenue Code (the "Code"), authorizing state and local governments to issue Recovery Zone Bonds (as described below) through December 31, 2010 which provide tax incentives to state and local governments by lowering borrowing costs as a means to promote job creation and economic recovery to targeted areas particularly affected by employment declines.

WHEREAS, the United States Treasury Department established a national bond volume limitation of \$10 billion for Recovery Zone Economic Development Bonds and \$15 billion for Recovery Zone Facility Bonds (collectively referred to as "Recovery Zone Bonds"), which is allocated among the states in the proportion that each State's 2008 State employment decline bears to the aggregate of the 2008 State employment declines for all of the states ("Recovery Zone Bond Allocation").

WHEREAS, Recovery Zone Economic Development Bonds are taxable tax-credit governmental bonds that may be used to finance certain "qualified economic development purposes", defined as promoting development or other economic activity in a designated Recovery Zone, including (1) capital expenditures paid or incurred with respect to property located in the recovery zone, (2) expenditures for public infrastructure and construction of public facilities, and (3) expenditures for job training and educational programs. Recovery Zone Facility Bonds are private activity bonds that may be used to finance certain "recovery zone property" located within a designated Recovery Zone.

WHEREAS, Each state that has received a Recovery Zone Bond Allocation is required, without discretion, to reallocate such allocation among the counties and large municipalities (min. 100,000 population) in such state in the proportion that each



county's or municipality's 2008 employment decline bears to the aggregate of the 2008 employment declines for all the counties and municipalities in such state.

WHEREAS, Oconee County has been allocated \$3,301,000 in Recovery Zone Economic Development Bonds and \$4,952,000 in Recovery Zone Facility Bonds, which must be issued on or before December 31, 2010.

WHEREAS, Section 1400L-1(b) of the Code provides that a recovery zone means: (1) any area designated by the issuer as having significant poverty, unemployment, rate of home foreclosures, or general distress; (2) any area designated by the issuer as economically distressed by reason of the closure or realignment of a military installation pursuant to the Defense Base Closure and Realignment Act of 1990; and (3) any area for which a designation as an empowerment zone or renewal community is in effect as of February 17, 2009.

WHEREAS, The unemployment rate in Oconee County has consistently exceeded both the State of South Carolina and national averages, and now exceeds 14% (August 2009).

WHEREAS, The high unemployment rate in Oconee County has impacted citizens and businesses throughout the county and has resulted in the general distress of the County. Accordingly, it is in the best interest of Oconee County that the entire geographic area of the County be designated a "Recovery Zone" for purposes of issuing Recovery Zone Bonds to promote job creation and economic recovery.

SECTION 2: DESIGNATION OF RECOVERY ZONE

Pursuant to Section 1400U-1 of the Code, the entire geographic area of Oconee County, South Carolina is hereby designated as a "Recovery Zone" for the purpose of issuing Recovery Zone Bonds.

SECTION 3: ISSUANCE OF RECOVERY ZONE BONDS

Appropriation of Recovery Zone Bond proceeds will be at the discretion of the Oconee County Council based on project qualifications.

SECTION 4: RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS – ELIGIBLE ACTIVITIES/PROJECTS.

Eligible activities or projects that qualify for issuance of Recovery Zone Economic Development Bonds include activities or projects within the Recovery Zone that promote economic development, as measured by, among other things, the criteria set forth in Section 6 herein, and may include:

- (1) Capital expenditures paid or incurred with respect to property located in the Recovery Zone;



- (2) Expenditures for public infrastructure and construction of public facilities; and
- (3) Expenditures for job training and educational programs.

SECTION 5: RECOVERY ZONE FACILITY BONDS – ELIGIBLE ACTIVITIES/PROJECTS

Eligible activities or projects that qualify for issuance of Recovery Zone Facility Bonds include certain private activity bonds issued on behalf of qualified borrowers for projects located within the designated Recovery Zone, including qualifying capital improvements and infrastructure projects. Provided, however, qualifying projects do not include any private or commercial golf course, country club, massage parlor, hot tub facility, tanning facility, racetrack or other facility used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

SECTION 6: CRITERIA FOR ACTIVITY/PROJECT INVESTMENT

Eligible projects or activities for funding from Recovery Zone Bond proceeds shall be selected by Oconee County Council in its sole discretion based upon various factors including, but not limited to, one or more of the following criteria:

- (a) Type of Industry;
- (b) Number of current and/or projected employees;
- (c) Average wage of employees;
- (d) Capital investment;
- (e) Average job growth;
- (f) Financial stability;
- (g) New product development;
- (h) Growth of sales;
- (i) Percentage of product or service exported out of County;
- (j) Results of an economic impact study;
- (k) Sustainability element;
- (l) Commitment to local procurement and local hiring;
- (m) National/state recognition;
- (n) Regional impact; or
- (o) Any such other activity or factor proposed by the applicant that can be demonstrated in a satisfactory fashion to the Oconee County Council to promote economic development within the County.

SECTION 7: INVESTMENT AMOUNT

The investment amount for each activity/project shall be based on the amount of available funds, estimated project value, one or more of the criteria set forth in Section 6, and any other factors determined by the Oconee County Council to be in the public interest.



SECTION 8: COMPLIANCE

All activities or projects financed through the issuance of Recovery Zone Bonds shall comply with all applicable existing Federal, State, and Local laws, rules, and regulations.

SECTION 9: SEVERABILITY CLAUSE

If any provision of this article or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the act which can be given effect without the invalid provision or applications. To this end, the provisions of this article are declared severable.

SECTION 10: SUNSET DATE

This ordinance shall automatically sunset on December 31, 2010, unless otherwise reaffirmed or otherwise amended by the Oconee County Council prior to that date.

[Execution Page Follows]



Enacted by the County Council of Oconee County, South Carolina this 1st day of June, 2010.

OCCONEE COUNTY, SOUTH CAROLINA

By: _____

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

ATTEST:

By: _____

Elizabeth G. Hulse,
Clerk to County Council

First Reading:	October 20, 2009 [in title only]
Second Reading:	February 16, 2010
Public Hearing:	June 1, 2010
Third & Final Reading:	June 1, 2010



**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE NO. 2010-09**

AN ORDINANCE OF OCONEE COUNTY, SOUTH CAROLINA, TO ESTABLISH PROCEDURES AND REQUIREMENTS FOR THE CONSIDERATION AND THE ENTERING INTO OF DEVELOPMENT AGREEMENTS.

WHEREAS, the Local Government Development Agreement Act, S.C. Code §§ 6-31-10 to 6-31-160 (the "Act"), authorizes county councils to enter into development agreements with developers;

WHEREAS, the Act allows local governments to establish procedures and requirements, as provided in the Act, to consider and enter into development agreements with developers;

WHEREAS, the Oconee County Council believes it is in the best interests of the citizens of Oconee County to provide requirements for the consideration of and entering into development agreements under the Act;

NOW, THEREFORE, BE IT ORDAINED, BY OCONEE COUNTY, AS FOLLOWS:

Section 1. SHORT TITLE. This Ordinance may be cited as the Development Agreement Ordinance for Oconee County, South Carolina.

Section 2. DEFINITIONS.

(A) As used in this Ordinance:

1. "Act" means the South Carolina Local Development Agreement Act, codified as S.C. Code §§ 6-31-10 to 6-31-160 (2004), as may be amended from time-to-time.
2. "Agreement" means a development agreement as authorized by the Act.
3. "Clerk" means the Clerk of the Council.
4. "Code" means the South Carolina Code of Laws, 1976, as amended.
5. "Council" means the Oconee County Council.
6. "County" means Oconee County, South Carolina.
7. "Planning Commission" means the Oconee County, South Carolina Planning Commission.

(B) Unless the context clearly indicates otherwise, terms not otherwise defined in this Ordinance have the meanings set forth in the Act.

Section 3. INTENT. When a developer desires to enter into a proposed Agreement with the County under the Act, it is the intent of the Council to require a proposed Agreement to be submitted to the



Council and considered by the County, acting by and through the Council, pursuant to the terms of this Ordinance.

Section 4. MINIMUM REQUIREMENT. Property subject to an Agreement must contain twenty-five (25) acres or more of highland.

Section 5. INITIATION AND CONSIDERATION OF AGREEMENTS.

(A) At the time a developer makes application to enter into a proposed Agreement with the County, the developer shall submit to the Clerk:

- (1) a letter stating that developer would like to enter into an Agreement with the County; and
- (2) a proposed Agreement containing, at a minimum, the information required by Section 6 of this Ordinance.

(B) Upon receipt by the Clerk of the items in Section 5(A) above, the Clerk shall provide copies of the developer's letter and proposed Agreement to each member of the Council.

(C) Council may, in its discretion:

- (1) provide for the appointment of an ad hoc committee of the Council, to review and make recommendations to the Council on the content and disposition of the proposed Agreement;
- (2) request the review by and comment of any County agency, department, board or commission and such agency, department, board or commission shall, upon request of the Council, make appropriate resources and personnel available to the Council to facilitate the Council's review and consideration of the proposed Agreement;
- (3) make arrangements as may be necessary or proper to enter into Agreements, including negotiating and drafting of Agreements; and
- (4) engage such consultants and professional service providers as may be needed, including, but not limited to, engineering, financial, legal or other special services.

(D) The Clerk shall forward a copy of the proposed Agreement to the Planning Commission. The Planning Commission shall review the proposed Agreement, conduct hearings, as required, and make recommendations to the Council prior to the County's final consideration of the proposed Agreement.

(E) At least two (2) public hearings on the proposed Agreement shall be conducted. One of the two required public hearings shall be held by the Planning Commission and the other shall be held by the Council. Not less than fifteen (15) days' notice of the time and place of each hearing shall be published in at least one newspaper of general circulation in the county. The notice published for public hearings must include the information required to be published by Code § 6-11-50(B).

(F) No Agreement may be entered into by the County unless the Agreement has been approved by the Council through the adoption of an ordinance. Any Agreement approved by Council must contain the information required by Section 6 of this Ordinance.



Section 6. MANDATORY CONTENT OF AGREEMENT. The proposed Agreement filed by the developer, as provided in Section 5 of this Ordinance, must include, at a minimum:

(A) a legal description of the property subject to the Agreement and the names of the property's legal and equitable owners;

(B) the duration of the Agreement, which must comply with Code § 6-31-40;

(C) the development uses to be permitted on the property;

(D) a description of the public facilities that will service the development;

(E) a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the Agreement;

(F) a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the Agreement to address a particular permit, condition, term or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions;

(G) a finding that the development permitted or proposed is consistent, or will be consistent by the time of the execution of the Agreement, with the County's comprehensive plan and land development regulations;

(H) a description of any conditions, terms, restrictions or other requirements determined to be necessary by the Council for the public health, safety, or welfare of the County's citizens;

(I) a description, where appropriate, of any provisions for the preservation and restoration of historic structures;

(J) a development schedule including commencement dates and interim completion dates at no greater than five (5) year intervals;

(K) if more than one local government is made a party to the Agreement, a provision stating which local government is responsible for the overall administration of the Agreement;

(L) a provision that:

(1) the Agreement may be amended or cancelled only by mutual written consent of the parties to the Agreement or their successors in interest;

(2) if the amendment constitutes a major modification of the Agreement, the major modification may occur only after a public notice and a public hearing by the Council; provided, that for purposes of this subitem, a "major modification" means (i) significant changes to the scheduled development time-frames set forth in the Agreement; (ii) density modifications; (iii) land use changes; or (iv) any other significant deviation from the development as contained in the Agreement;

(3) if the developer requests an amendment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified by the Council



if the developer is able to demonstrate and establish that there is good cause to modify those dates;

(F) the Agreement must be modified or suspended as necessary to comply with any state or federal laws or regulations enacted after the Agreement is entered into which prevent or preclude compliance with one more of the provisions of the Agreement;

(M) a provision for periodic review of the development and the Agreement, consistent with the provisions of Section 8 of this Ordinance;

(N) a provision addressing the effects of a material breach of the Agreement, consistent with the provisions of Section 9 of this Ordinance;

(O) a provision that the developer, within fourteen (14) days after the County enters into the Agreement, will record the Agreement with the Oconee County Register of Deeds as required by Code § 6-31-120; and

(P) a provision that the burdens of the Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the parties to the Agreement.

Section 7. OPTIONAL CONTENT OF AGREEMENT. The Agreement approved by the Council must include the information listed in Section 6 of this Ordinance and, in addition, may include:

(A) requirements that the entire development or any phase of it be commenced or completed within a specified period of time;

(B) defined performance standards to be met by the developer;

(C) identification of any laws or land development regulations anticipated to be adopted by the Council subsequent to the execution of the Agreement and made applicable to the property subject to the Agreement;

(D) any other matter not inconsistent with the Act not prohibited by law.

Section 8. PERIODIC REVIEW. At least every twelve (12) months, the Planning Commission must review compliance with the Agreement by developer. At the time of review, developer must demonstrate good faith compliance with the terms of the Agreement.

Section 9. BREACH OF AGREEMENT.

(A) If, as a result of the periodic review provided in Section 8 of this Ordinance, the Planning Commission finds and determines that the developer has committed a material breach of the terms or conditions of the Agreement, the Planning Commission shall serve notice in writing, within thirty (30) days after the periodic review, upon the developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the find and determination, and providing developer thirty (30) days to respond with a corrective action plan to cure the material breach. The Planning Commission may approve a corrective action plan which provides for a cure of the material breach in one (1) year or less. Corrective action plans providing for a cure of the material breach in excess of one (1) year must be reviewed and approved by Council. The Planning Commission and Council may establish a time for the cure of the material breach different from that proposed by the developer.



(B) If the developer fails to respond to the Planning Commission's notice within thirty (30) days or cure the material breach within the time approved by the Planning Commission or Council, the Council unilaterally may terminate or modify the Agreement; provided that the Council has first given the developer the opportunity: (1) to rebut the finding and determination; or (2) to consent to amend the Agreement to meet the concerns of the Council with respect to the findings and determinations.

(C) The failure of a developer to meet a commencement or completion date shall not, in and of itself, constitute a material breach of the Agreement, but must be judged based on the totality of the circumstances.

Section 10. SEVERABILITY. If any section, subsection or clause of this Ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby.

Section 11. CONFLICTING ORDINANCES REPEALED. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed, to the extent of such conflict, only.

THIS ORDINANCE IS EFFECTIVE IMMEDIATELY UPON APPROVAL ON FINAL READING, SIGNED, SEALED AND DELIVERED AS OF THIS ____ DAY OF _____, 2010.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

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

ATTEST:

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

First Reading:	April 13, 2010
Second Reading:	May 4, 2010
Public Hearing:	June 1, 2010
Third Reading:	June 1, 2010



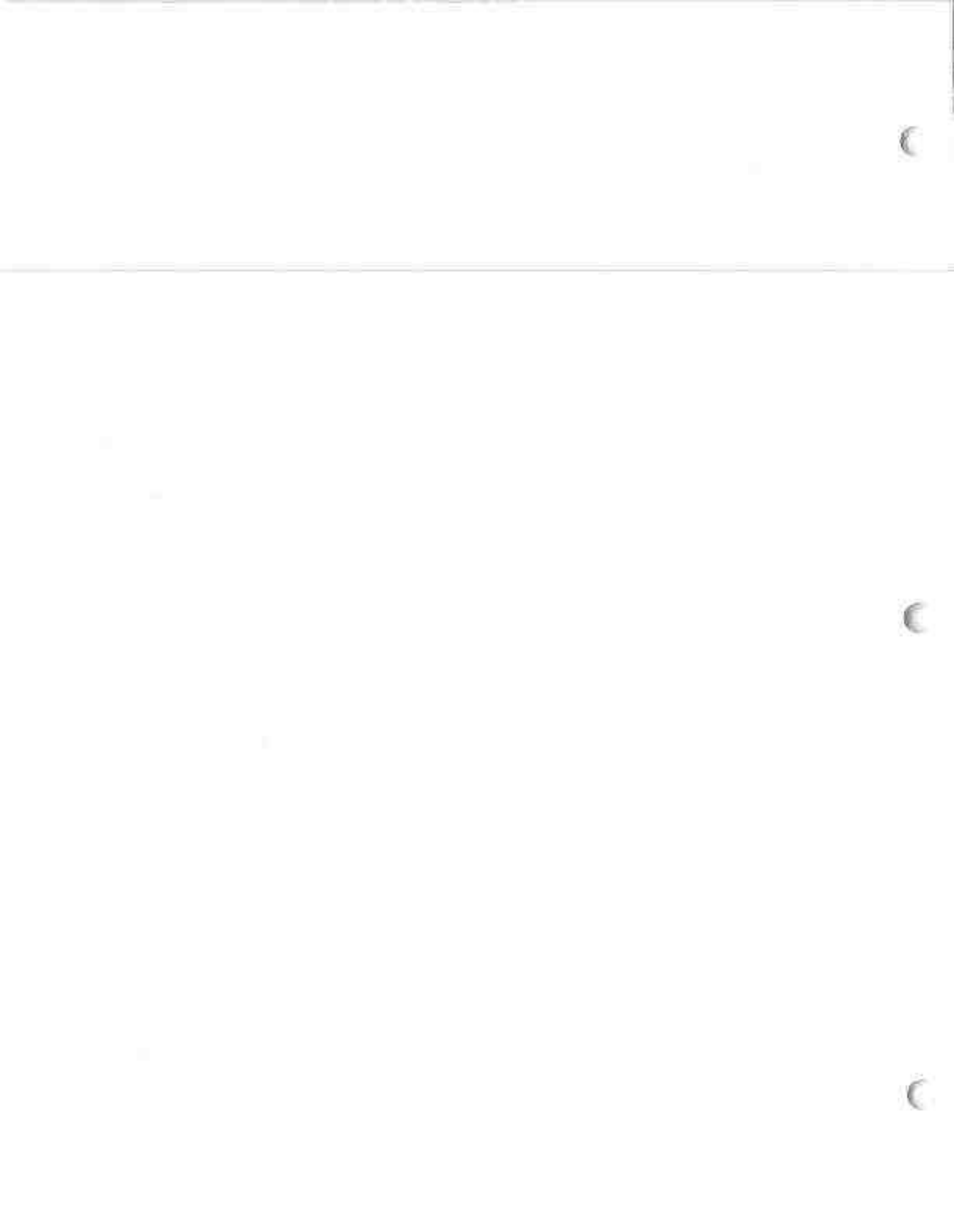
STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

I, the undersigned Clerk to County Council of Oconee County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received approval by the County Council at its meetings of _____, 2010, _____, 2010 and _____, 2010, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

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

Dated: _____, 2010



STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2010-18

**AN ORDINANCE TO AUTHORIZE THE LEASING
OF CERTAIN OCONEE COUNTY SPACE; AND
OTHER MATTERS RELATED THERETO.**

WHEREAS, Oconee County, South Carolina (the "County"), is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, *as amended*, to sell, lease, or otherwise dispose of real property which is located within the County; and,

WHEREAS, the County currently owns the building located at 223 Kenneth Street, Walhalla, South Carolina 29691 (the "Building"), and the South Carolina Vocational Rehabilitation Department (the "Vocational Rehabilitation Department"), a department of the State of South Carolina, desires to lease five thousand usable square feet of the Building for storage; and,

WHEREAS, Oconee County Council hereby desires to enter into a lease agreement (the "Lease") with the Vocational Rehabilitation Department, such Lease being attached as Exhibit "A" and incorporated herein by reference, in accordance with the procedures set forth in this Ordinance.

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

1. The County hereby agrees to lease the Demised Premises (as identified in the Lease), to the Vocational Rehabilitation Department under the terms and conditions of the Lease.
2. The Oconee County Administrator, or his or her designee, is hereby authorized to negotiate minor changes to the terms and conditions of the Lease, so long as the final terms and conditions are not materially adverse to Oconee County and are substantially similar to the terms and conditions set forth in the Lease.
3. The Oconee County Administrator is hereby authorized and directed to execute the Lease, and to take all other steps and actions as are necessary or appropriate to lease the Demised Premises to the Vocational Rehabilitation Department.
4. Should any term, provision, or content of this ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this ordinance, all of which is hereby deemed separable.
5. All Ordinances, Orders, Resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.



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

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Reginald T. Dexter, Chairman, County Council
Oconee County, South Carolina

ATTEST:

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

First Reading: May 4, 2010
Second Reading: May 18, 2010
Public Hearing:
Third Reading:



LEASE AGREEMENT

OCONEE COUNTY, SOUTH CAROLINA

and

SOUTH CAROLINA VOCATIONAL REHABILITATION DEPARTMENT

THIS LEASE AGREEMENT ("Lease") is made as of this 1st day of June, 2010, between Oconee County, South Carolina ("Landlord") having an address at: 415 South Pine St., Walhalla, S.C. 29691 and the South Carolina Vocational Rehabilitation Department ("Tenant") an agency, institution, department (including any division or bureau thereof) or political subdivision of the State of South Carolina having an address at: 1410 Boston Avenue, West Columbia, SC 29170

ARTICLE 1 - DEMISE OF PREMISES

1.1. Landlord hereby leases and lets to Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, premises (the "Demised Premises") consisting of approximately 5,000 rentable (5,000 usable) square feet in the building (the "Building") located at:

223 Kenneth Street, Walhalla, S.C. 29691

Oconee County, South Carolina (the "Land"), together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto.

ARTICLE 2 - TERM

2.1. The term of this Lease shall be one (1) year(s) (the "Term") beginning on April 1, 2010, (the "Commencement Date") and, unless terminated or extended, shall end on March 31, 2011, (the "Termination Date").

ARTICLE 3 - RENT

3.1. Tenant shall pay rent (the "Basic Rent") to Landlord during the Term in the annual aggregate amount of \$70,000.00, payable in equal monthly installments of \$833.33 in advance on or before the tenth (10th) day of each consecutive calendar month of the Term.

3.2. All payments to be made by Tenant pursuant to this Lease shall be apportioned and prorated as of the Commencement Date and the Termination Date or as of the date of an earlier termination pursuant to this Lease, as the case may be.

3.3. Any amounts of Basic Rent not paid when due pursuant to Section 3.1 above shall accrue interest at a rate of ten percent (10%) per annum.

ARTICLE 4 - USE

4.1. Tenant shall have the right to use the Demised Premises for: storage.

4.2. If during the Term the application of any statute, code or ordinance of any government, authority, agency, official or officer applicable to the Building or the Demised Premises makes it impossible or uneconomical for Tenant to operate in the Demised Premises in accordance with subparagraph 4.1, then Tenant, at its option, may terminate this Lease, whereupon



the Basic Rent and Additional Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 5 - ASSIGNMENT AND SUBLETTING

5.1. Tenant may, with the prior written consent of Landlord, such consent not to be unreasonably withheld, assign this Lease or sublet the Demised Premises to any State agency, institution, department, bureau, political subdivision or State-operated entity, or to any other person or party, provided that any such assignment or sublease shall be upon the same terms and conditions as this Lease, or such other terms as Landlord may agree to in writing.

5.2. Where such assignment or subletting is consented to by Landlord, any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by such assignee or sublessee of Tenant and the performance of such act shall be deemed to be performance by Tenant.

ARTICLE 6 - SERVICES

6.1. The services provided by the Landlord to Tenant as part of basic rent and additional rent, if any, shall include only lighting and ventilating and sufficient electricity for the provision thereof. Services provided by the Landlord shall include all service charges, labor, materials and supplies. Provision of any additional services, including utilities, by the Landlord shall not constitute a waiver of the provisions of this Section 6.1 or an agreement to provide any services other than those expressly required hereby.

6.2. Services provided by the Landlord shall include all service charges, labor, materials and supplies. Tenant shall have the option but not the obligation to separately meter all utilities serving the Demised Premises and to make direct payment for such utility services to the suppliers thereof.

ARTICLE 7 - LANDLORD'S REPRESENTATIONS AND WARRANTIES

7.1. Landlord represents and warrants to Tenant that:

(a) Landlord is the owner of the Land and Building in fee simple; that title is marketable and not subject to any defects or encumbrances which could adversely affect the use of the Demised Premises as contemplated by this Lease; that Landlord has full right, power and authority to execute and deliver this Lease and to grant to Tenant the exclusive use and possession of the Demised Premises;

(b) The use of the Demised Premises contemplated by this Lease will be a permitted use under all applicable statutes, codes, rules, regulations and ordinances now in effect and, to the best of the Landlord's knowledge, there are no pending proceedings or plans to change such statutes, codes, rules, regulations and ordinances;

(c) Neither the Land, the Building nor the Demised Premises, nor any portion thereof, is being condemned or taken by eminent domain and, to the best of Landlord's knowledge, no such proceedings are contemplated by any lawful authority;

(d) To the best of Landlord's knowledge and belief, there is available to the Building and the Demised Premises adequate public water, gravity for storm and sanitary sewers, electricity and telephone service for Tenant's intended use of the Demised Premises as described in this Lease;

(e) Landlord will not discontinue any service required to be provided by Landlord pursuant to this Lease; and, if any such discontinuance is contemplated, Landlord will provide Tenant with written notice at least thirty (30) days prior thereto together with a statement of the appropriate reduction in Basic Rent as compensation for such discontinuance;

(f) Landlord will keep the Land and the exterior of the Building in good repair and make all reasonable improvements to maintain the Land and the exterior of the Building in a condition suitable for Tenant's intended use of the Demised Premises as set forth herein as determined in Landlord's sole discretion;

(g) Landlord will keep the Building and the Demised Premises protected against flood, storm, water leakage through roofs and windows and against other hazards of nature and will repair or protect same from such hazards within a reasonable time after Landlord has notice of damage or the need for repair; and

(h) Landlord will provide peaceful and quiet enjoyment of the Demised Premises to Tenant and will not allow such peaceful and quiet enjoyment to be disrupted or interfered with by any other tenant in the Building, by Landlord, by anyone claiming under Landlord or by any other person, party or entity.

7.2 Landlord acknowledges that Tenant is relying upon each of the representations and warranties set forth in subparagraph 7.1 and that the matters represented and warranted by Landlord are substantial and material to Tenant. In the event such representations and warranties shall be breached by Landlord, Tenant, at its sole election, may terminate this Lease in accordance with subparagraph 13.1(d).

ARTICLE 8 - TENANT'S COVENANTS

8.1 Tenant covenants and agrees that it shall:

(a) Pay Basic Rent when due provided a written invoice is submitted in advance to the Tenant by the Landlord. Should any Basic Rent become more than fifteen (15) days past due, Landlord shall give Tenant notice in writing to pay the same within fifteen (15) days of receipt of such notice;

(b) Maintain the Demised Premises in a clean and good condition and return the Demised Premises in a clean and good condition and return the Demised Premises to Landlord at the termination of this Lease in accordance with Article 17 hereof. Tenant shall not be obligated to make any repairs arising out of or in any way caused by, 1) settling, 2) defects in labor, workmanship, materials, fixtures or equipment employed, supplied or installed by or on behalf of Landlord, or 3) the negligence of Landlord, its agents or employees.

(c) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Demised Premises;

(d) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Demised Premises; and

(e) Allow Landlord reasonable access to the Demised Premises for inspections.

ARTICLE 9 - ARCHITECTURAL BARRIERS

9.1 [Intentionally Omitted]

ARTICLE 10 - ADDITIONS, IMPROVEMENTS AND ALTERATIONS

10.1 Other than as set forth in Article 7 hereof, Landlord shall not be required to make additions, improvements or alterations to the Demised Premises. Tenant may, with the prior written consent of Landlord, make nonstructural additions, improvements or alterations to the Demised Premises ("Improvements") at its sole cost and expense. Each such Improvement



shall be completed in a good and workmanlike manner and in accordance with all applicable codes, rules and regulations. Tenant shall advise Landlord, when requesting consent to install Tenant Improvements, whether Tenant will remove the Improvements at the termination of this Lease. Landlord's consent to the construction of the Improvements may be conditioned on their removal at the termination of this Lease. If Tenant elects not to remove the Improvements, the Improvements shall become part of the Demised Premises and subject to this Lease. If the Improvements will be removed by Tenant, Tenant shall restore the Demised Premises to its condition prior to such installation, reasonable wear and tear and damage by fire or other casualty excepted.

10.2. Landlord agrees that all trade fixtures, signs, equipment, furniture or other personal property of whatever kind or nature kept or installed at the Demised Premises by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Demised Premises and may be removed by Tenant at any time and from time to time during the term of this Lease.

ARTICLE 11 - CONDEMNATION AND CASUALTY

11.1. If there be any damage to or destruction of the Building, the Demised Premises or any portions thereof, or if any proceedings or negotiations are instituted which do or may result in a taking by condemnation or eminent domain ("Taking"), each party will promptly give notice thereof to the other, describing the nature and extent thereof.

11.2. If the restoration, replacement or rebuilding of the Building or the Demised Premises or any portion thereof as nearly as practicable to its value, condition and character immediately prior to any damage, destruction or Taking ("Restoration") can be completed within ninety (90) days after the occurrence, Landlord will promptly commence and complete Restoration of the Building and the Demised Premises.

11.3. If Restoration cannot be completed within ninety (90) days after the occurrence, then either party may terminate this Lease by written notice to the other party given within ten (10) days following the earlier to occur of (a) the date the Restorations should have been completed, or (b) the date on which Landlord advises Tenant that the Restorations cannot be completed within ninety (90) days of the occurrence, whereupon Basic Rent and any other payments by Tenant hereunder shall be apportioned as of the date of the damage, destruction or Taking.

11.4. Upon damage or destruction to the Building or the Demised Premises or upon a Taking thereof which does not result in termination pursuant to subparagraph 11.3 of this Lease, Basic Rent and any other payments and charges payable by Tenant hereunder shall abate as of the date of the occurrence, or in the case of partial damage, destruction or Taking which does not cause Tenant to discontinue use of the Demised Premises as contemplated herein, the Basic Rent and any other payments and charges shall be equitably apportioned.

11.5. Nothing contained herein shall be deemed or construed to prevent Tenant from asserting and prosecuting a claim for the value of its leasehold estate, its leasehold improvements or moving and related costs in the event of any Taking.

ARTICLE 12 - INSURANCE

12.1. Landlord shall at all times during the Term of this Lease maintain, with insurers authorized to do business in the State of South Carolina, fire insurance with extended coverage for the Building of which the Demised Premises is a part in an amount not less than the actual replacement cost, including the cost of debris removal. Tenant shall at all times during the Term of this Lease maintain, with insurers authorized to do business in the State of South Carolina, property insurance on its merchandise, inventory, contents, furniture, fixtures and other personal property located on the Demised Premises, insuring such



property against, without limitation, fire or other casualty, vandalism, theft, sprinkler leakage, water damage (however caused), explosion, malfunction or failure of heating, cooling or similar apparatus, perils covered by extended coverage, and other similar perils in amount not less than the full insurable replacement value of such property.

ARTICLE 13 - TERMINATION

13.1. Notwithstanding the Commencement Date and Termination Date set forth in subparagraph 2.1 of this Lease, this Lease shall be terminable by the parties:

(a) by Tenant immediately, if, at the end of any State fiscal year (June 30th) after the Commencement Date, appropriations, revenues, income, grants or other funding are not provided by the General Assembly to the Tenant in an amount sufficient to carry out the purposes and programs of Tenant, including the payment of Basic Rent, Additional Rent and all other payment obligations of Tenant pursuant to this Lease, the sufficiency of such funds to be determined solely by the State Budget and Control Board;

(b) by Tenant immediately if Landlord shall have breached any covenant, condition, representation or warranty made by Landlord in this Lease and such breach shall have continued uncured or uncorrected for a period of thirty (30) days after notice by Tenant to Landlord of such breach and request to cure or correct the same;

(c) by Landlord immediately if Tenant shall have breached any covenant, condition, representation or warranty made by Tenant in this Lease, and such breach shall have continued uncured or uncorrected for a period of thirty (30) days after notice by Tenant to Landlord of such breach and request to cure or correct the same; and

(d) by either party upon one hundred twenty (120) days written notice of such termination to the other party.

ARTICLE 14 - EXEMPTIONS

14.1. Landlord and Tenant agree that Tenant shall be specifically exempt from the payment, furnishing or providing to Landlord of any of the following:

(a) Security deposits for any rents or other charges to be paid by Tenant pursuant to this Lease or for any service or item supplied to Tenant by Landlord;

(b) Liquidated or punitive damages for any cause or reason;

(c) Landlord's attorney's fees, court costs or costs of collection in connection with any action or inaction by Tenant under this Lease;

(d) Any form of insurance coverage for Landlord or any person or entity other than Tenant or for any real or personal property of any party other than Tenant including, but not limited to, fire, comprehensive general public liability or contractual liability;

(e) Any indemnification, hold harmless, release or waiver agreement by Tenant to Landlord or any other person, party or entity; and

(f) Payment of any late charges or penalties for failure by Tenant to make payment of Basic Rent or any other charges payable to Landlord pursuant to this Lease.



ARTICLE 15 - SUBORDINATION AND NON-DISTURBANCE

15.1. Any mortgage which may now or hereafter affect the Land, the Building, the Demised Premises, or any part thereof, and any renewals, modifications, consolidations, replacements or extensions thereof shall provide that so long as there shall be no continuing event of default by Tenant hereunder, the leasehold estate of Tenant created hereby and Tenant's peaceful and quiet possession of the Demised Premises shall be undisturbed by any foreclosure of such mortgage. In the event that any such mortgage affects the Land, the Building or the Demised Premises as of the Commencement Date, Landlord shall furnish Tenant with an executed non-disturbance agreement from any such mortgagee.

ARTICLE 16 - MINOR REPAIRS

16.1. If at any time during the Term, if any, Tenant shall find in the Demised Premises items in need of repair or replacement which Landlord is obligated to repair and maintain pursuant to this Lease, including, but not limited to, faulty workmanship in construction, inoperative door locks or other similar deficiencies affecting the exterior of the Building which affect Tenant's use and enjoyment of the Demised Premises, Tenant shall give written notice thereof to Landlord and Landlord shall, at its sole cost and expense, repair, replace or otherwise cure the deficiencies described by Tenant within thirty (30) days of the date of Tenant's notice thereof. In the event Landlord shall fail or refuse to repair, replace or cure the deficiency within the time aforesaid and the cost of such repair, replacement or cure is less than \$500.00, Tenant shall have the right, but not the obligation, to undertake such repair, replacement or cure and, in such event, shall have the right to deduct the cost thereof from the next due monthly installment of Basic Rent. In the event Tenant does not undertake such repair, replacement or cure, irrespective of the cost thereof, and Landlord shall not have repaired, replaced or cured such deficiency within sixty (60) days of the date of Tenant's notice to Landlord of such deficiency, Tenant may, at its option, terminate this Lease, whereupon the Basic Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 17 - SURRENDER

17.1. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord in good order and condition, except for ordinary wear and tear, permitted additions, improvements or alterations made by Tenant, the removal of which is not required by Landlord, and the results of any damage, destruction or taking. Tenant shall remove from the Demised Premises on or prior to such expiration or earlier termination all of its property situated therein.

ARTICLE 18 - NOTICES

18.1. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered or when mailed by first class mail, postage prepaid, addressed to Landlord or Tenant at the addresses appearing at the heading of this Lease.

ARTICLE 19 - AMENDMENTS

19.1. This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purposes unless it is in writing and signed by the party against whom enforcement thereof is sought.



ARTICLE 20 - HOLDOVER

20.1. In the event Tenant shall remain in the Demised Premises after the Term has expired and Tenant shall have failed to give notice to Landlord of Tenant's intent to extend this Lease in accordance with subparagraph 2.1 hereof, Tenant shall be deemed to be a tenant from month to month and Tenant shall continue to pay the Basic Rent in effect for the Term until either Landlord or Tenant, by sixty (60) days written notice to the other, shall terminate this Lease, whereupon the Basic Rent and all other charges payable by Tenant hereunder shall be apportioned as of such date of termination.

ARTICLE 21 - MISCELLANEOUS

21.1. If any provision of the Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

21.2. This Lease shall be binding upon and made to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

21.3. This Lease may be executed in counterparts, each of which when so executed and delivered, shall constitute an original, fully executed counterpart for all purposes, but such counterparts shall constitute but one instrument.

21.4. The Article headings of this Lease are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

21.5. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

21.6. In the event Landlord is involved in any bankruptcy or insolvency proceedings and Landlord's trustee fails to perform or rejects any of the Landlord's obligations under this Lease, Tenant shall have the option to terminate this Lease.

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

WITNESS:

LANDLORD:

Oconee County

(Signature for landlord)

(Printed name and title of signatory)

03/18/2010

Date

WITNESS:

TENANT:

South Carolina Vocational Rehabilitation Department

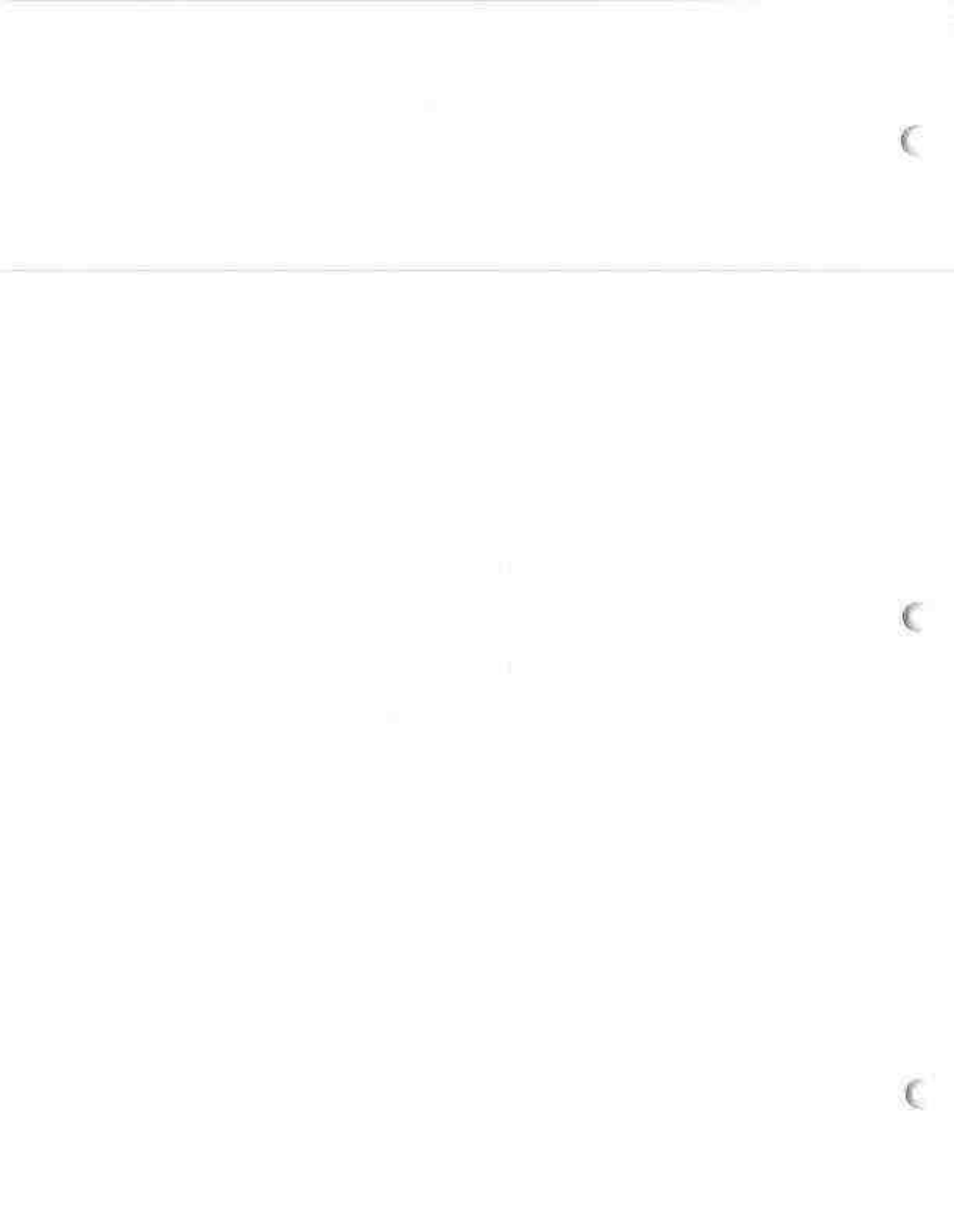
(Signature for tenant)

Richard G. Flann, Asst. Commissioner

(Printed name and title of signatory)

03/18/2010

Date



**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2010-11**

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, 2010 AND ENDING JUNE 30, 2011.

BE IT ORDAINED by the County Council for Oconee County, South Carolina, (the "County Council"), in accordance with the general law of the State of South Carolina and the Acts and Joint Resolutions of the South Carolina General Assembly, as follows :

SECTION 1.

Pursuant to Section 4-9-149 of the South Carolina Code of Laws, 1976, as amended, the following amounts are hereby appropriated for the 2010-2011 fiscal year for Oconee County (the "County") for ordinary county purposes:

General Fund	\$ 42,068,202
Capital Projects Funds	
General Capital Projects	380,000
Bridge & Culvert	150,000
Economic Development	3,048,000
Special Revenue Funds	
Victim Services Sheriff's Office	131,738
Victim Services Solicitor's Office	53,952
Accommodations Tax	100,000
Local Accommodations Tax	139,000
911 Fund	500,617
Library State Aid	66,215
Enterprise Fund:	3,350,862
Debt Service Fund:	1,683,225
TOTAL:	\$ 51,671,811

Appropriations for each department in the general fund have been detailed by the County Council into a line-item budget by department. The line-item budget and the budget provisos are hereby incorporated herein, by reference, as fully as if set forth verbatim herein, and adopted as part of this Ordinance.

SECTION 2.

A tax of sufficient millage to fund the aforesaid appropriations for the Oconee County Budget for the fiscal year beginning July 1, 2010 and ending June 30, 2011, after crediting against such appropriations all other unrestricted revenue anticipated to accrue to Oconee County and any fund balance budgeted to be used during said fiscal year, is hereby directed to be levied upon all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The Auditor of Oconee County is hereby requested to

recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy and the Treasurer of Oconee County is herein directed to collect sufficient millage on taxable property in Oconee County to provide for the aforesaid operations appropriations and direct expenditures of Oconee County for the fiscal year beginning July 1, 2010 and ending June 30, 2011. The Auditor and Treasurer of Oconee County are hereby directed to fund such bond repayment sinking fund(s) as are necessary to provide for an orderly and timely payment of the debt service of Oconee County and to satisfy any debt covenants.

SECTION 3.

A tax of 2.1 mills to provide funding for the Tri-County Technical College Special Revenue Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The revenue from this levy, not to exceed \$1,029,151 is hereby appropriated for support of Tri-County Technical College. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesaid appropriations of the Tri-County Technical College Special Revenue fund for the fiscal year beginning July 1, 2010 and ending June 30, 2011. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Tri-County Technical College Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 4.

A tax of 2.9 mills to provide funding for the Emergency Services Protection Special Revenue Fund is hereby levied on all taxable property within the special tax district, eligible to be lawfully taxed for such purposes, in Oconee County. The revenue from this levy, not to exceed \$1,278,874 is hereby appropriated for the Emergency Services Protection Special Revenue Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property within the special tax district in Oconee County to provide for the aforesaid operations appropriations and direct expenditures of the Emergency Services Protection Special Revenue Fund for the fiscal year beginning July 1, 2010 and ending June 30, 2011. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Emergency Services Protection Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 5.

Oconee County receives certain recurring revenues that are restricted for certain purposes. These revenues are accounted for in various special revenue funds including the Victim Services-Sheriff's Office, Victim Services-Solicitor's Office, Accommodations Tax, Local Accommodations Tax, 911 Fund, and Library State Aid special revenue funds. Any surplus in these funds of the County or any moneys accruing therefrom shall be retained and accounted for in these funds and shall be carried forward from year to year as fund balances in such funds.

SECTION 6.

Oconee County receives federal, state and local grants for specified purposes. Oconee County is hereby authorized, absent any other factor, to apply for, receive, and expend all such grants for which no local match is required or for which such funds are budgeted herein, in addition to all other authority elsewhere given, and in accordance with all other policies and directives of Oconee County. These grants, including any local match, are deemed budgeted for the specified purposes upon acceptance of such grants. These grants are budgeted for on a project basis in accordance with the grantor's terms and conditions instead of an annual basis and as such, unexpended appropriations for uncompleted grant projects are carried forward as a part of the budget authorized by this ordinance.

SECTION 7.

All appropriations made by prior year budget ordinances for which the respective monies have been obligated or encumbered are hereby carried forward and reappropriated, as of July 1, 2010, as a part of the budget authorized by this Ordinance.

SECTION 8.

Capital projects are budgeted on a project basis instead of an annual basis and as such, unexpended appropriations for uncompleted capital projects are carried forward as a part of the budget authorized by this ordinance.

SECTION 9.

All unexpended appropriations as of June 30, 2010, except for those noted in Section 6, Section 7, and Section 8 of this ordinance shall lapse and expire and the monies involved shall revert to the fund balance of the fund from which the appropriation originated.

SECTION 10.

The County Administrator, as required by state law, shall oversee and supervise the day-to-day implementation of this budget ordinance, including the execution and delivery, on behalf of the County, of all contractual documents necessary or required for the expenditure of funds authorized by this budget ordinance, for the purposes for which such funds are so authorized. Subject to the procurement policies of the County, the County Administrator is hereby authorized to contact and enter into contracts on behalf of the County for purposes, activities and matters budgeted for herein.

SECTION 11.

The fees authorized for all county departments to charge for services of the county and to use for operations of the county are as set forth in a schedule of fees. This schedule of fees is included as part of the line item budget and is incorporated herein, by reference, as fully as if set forth verbatim herein, and adopted as part of this Ordinance and the fees are hereby approved to be charged by the appropriate county departments.

SECTION 12.

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

SECTION 13.

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

SECTION 14.

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2010.

Adopted in meeting duly assembled this ____ day of June, 2010.

OCONEE COUNTY, SOUTH CAROLINA

Reginald I. Dexter
Chairman, Oconee County Council

ATTEST

Elizabeth G. Hulse
Clerk to County Council

First Reading:	April 10, 2010 [in title only]
Second Reading:	May 6, 2010
Public Hearing:	May 25, 2010
Third Reading:	

OCONEE COUNTY, SOUTH CAROLINA
BUDGET PROVISOS FISCAL YEAR 2010-2011
ORDINANCE 2010-11

Section 1

The appropriations made herein shall not be exceeded without proper authority or amendment by Oconee County Council. Any officer incurring indebtedness on the part of the County in excess of the appropriations herein made shall be liable upon his official bond.

Section 2

The Finance Director and Treasurer of Oconee County shall prepare such separate records and books of account as may be required by the United States Government or any of its agencies or by the State of South Carolina or any of its agencies, reflecting the receipt and disposition of all funds.

Section 3

All purchasing and contracting for the acquisition of goods and services for County purposes shall be in accordance with procedures outlined in the County Procurement Ordinance, as codified. Subject to the provisions of Oconee County policies, whenever possible and practical, goods and services shall be purchased from firms and individuals located in Oconee County whenever goods and services of equal quality and specifications are available from local suppliers at prices less than or equal to prices submitted by nonresident suppliers.

Section 4

No bills or claims against Oconee County shall be approved for payment and no check will be issued for same unless such bills or claims are properly itemized showing the goods purchased or services rendered, dated as of the date of delivery of said goods and/or services and signed by the person receiving said goods or services.

Section 5

No officer, elected official or employee of Oconee County shall furnish any services or sell any materials or supplies to the County for pay, except upon open quote or bid in accordance with the County Procurement Ordinance, as codified.

Section 6

Petty Cash Funds are hereby authorized if such are necessary to effectively conduct County business. Such funds must be approved by and periodically audited under the direction of the County Finance Director.

Section 7

The County Council may transfer funds from any fund, department, activity or purpose to another by normal Council action, subject to all other applicable legal requirements. The County Administrator shall be authorized to transfer appropriations between object classifications within departmental budgets. All transfers authorized by this section are subject to the overall appropriation limits of this Ordinance.

Section 8

The County Administrator shall be authorized to expend up to five thousand dollars (\$5,000) from the contingency accounts for a special purpose not anticipated when the original budget appropriation was approved. County Council must approve any single expenditure in excess of five thousand dollars (\$5,000) from the contingency accounts. The County Administrator shall be authorized to allocate funds from the gas and diesel contingency accounts as needed.

Section 9

Neither the Administrator, nor any Department Head, may establish or fund a new position without the consent of the County Council.

Section 10

For any equipment, vehicle or any other item that is approved in the budget as a replacement for existing items, the item being replaced will be relinquished to the Procurement Director for disposal or reassignment.

Section 11

The standard mileage rate reimbursed to County employees for use of their personal vehicles will be equal to the amount set, as the authorized rate, by the Internal Revenue Service, at any given time.

Section 12

Oconee County will pay County employees a per diem for meals while traveling on County business, including travel related to training. No per diem will be paid for meals that are included in registration fees. The rates will be \$8 for breakfast, \$12 for lunch and \$15 for dinner. Per Diem for breakfast will be reimbursed if the employee is required to leave home before 7:30 a.m. Per Diem for dinner will be reimbursed if the employee returns home after 6 p.m.

Oconee County, South Carolina
Line by Line Budget
 July 1, 2010 to June 30, 2011

Description	2008-2009 Actual	2009-2010 Adopted Budget	2010-2011 Department Requested	2010-2011 Admin Recom
Revenues and Other Financing Sources				
Taxes	29,840,355	30,735,850	32,295,745	32,295,745
Local Revenue	5,532,791	5,644,820	5,267,151	5,279,421
State Revenue	4,025,109	3,464,649	3,076,323	3,052,903
Federal Revenue	619,219	827,188	516,772	516,772
Other Financing Sources	669,619	2,185,936	867,362	923,361
Total Revenues and Other Financing Sources	40,697,093	42,863,420	42,023,363	42,088,202
Expenditures and Transfers				
Economic Development				
Economic Development (707)	327,682	284,802	404,380	310,061
Total Economic Development	327,682	284,802	404,380	310,061
Community Services Culture & Recreation				
Library (208)	1,180,369	1,344,463	1,364,175	1,313,059
Parks Administration (202)	1,167,639	489,945	514,846	460,563
High Falls County Park		303,974	287,333	287,333
South Cove Park		307,945	294,344	294,094
Ches. Ram Park		260,668	187,501	179,001
Community Services Culture & Recreation	2,347,998	2,647,135	2,648,199	2,543,049
Direct Aid (705)				
Total Direct Aid	1,095,733	2,084,019	2,335,569	2,098,069
General Government				
Administration (717)	268,398	276,973	213,759	222,211
County Council (704)	392,593	604,194	455,693	497,319
Finance (706)	595,294	621,623	560,770	609,000
Human Resources (710)	810,080	1,369,509	1,296,406	1,191,361
Assessor (301)	1,228,275	1,312,455	2,252,994	2,119,918
Auditor (302)	341,879	434,817	441,123	434,263
Board of Assessment Appeals (303)	12,390	12,531	12,165	12,166
Delinquent Tax Collector (305)	347,588	418,930	431,545	420,790
Treasurer (306)	408,538	564,830	632,823	499,711
Facility Maintenance (714)	1,265,116	1,006,794	1,329,095	1,012,487
Vehicle Maintenance (721)	1,847,146	846,350	842,316	806,434
Registrations & Elections (715)				
Veteran's Affairs (404)	165,789	184,710	168,972	183,732
Information Technology (711)	167,184	178,308	177,337	177,337
	600,820	1,012,568	1,774,431	1,332,408
Non-Departmental (709)	1,089,182	682,050	682,052	888,052
Planning (712)	236,312	199,072	252,859	197,261
Zoning (727)	0	6,260	53,129	6,700
Procurement (713)	185,702	183,218	186,825	186,825
Total General Government	9,854,783	9,817,643	11,683,727	10,594,974

Oconee County, South Carolina
Line by Line Budget
July 1, 2010 to June 30, 2011

Description	2008-2009 Actual	2009-2010 Adopted Budget	2010-2011 Department Requested	2010-2011 Admin Recom
Judicial Services				
Clerk of Court (501)	523,906	651,389	684,885	682,926
Judges (509)	575,820	606,887	732,373	682,064
Probate Court (502)	375,536	406,005	411,666	406,641
Public Defender (510)	150,000	150,000	150,000	150,000
Register of Deeds (735)	398,982	381,517	345,564	307,714
Sheriff (504)	443,022	490,626	610,271	536,191
Total Judicial Services	2,467,156	2,778,427	2,934,659	2,745,536
Public Safety				
Animal Control (110)	379,667	434,673	446,741	431,741
Building Codes (702)	530,863	637,865	531,949	527,949
Communications (104)	1,258,729	1,734,529	1,814,174	1,321,633
Coroner (193)	140,887	155,494	226,915	156,128
Detention Center (106)	2,251,087	3,006,501	3,618,361	2,988,825
Emergency Services Department (107)	2,024,077	1,795,877	2,110,057	2,210,824
Sheriff (101)	5,414,428	6,408,847	7,275,386	6,344,703
Total Public Safety	12,006,838	14,173,376	16,032,583	13,979,803
Public Works				
Engineering Services (743)	597	69,000	25,000	0
Airport (720)	619,591	930,485	1,035,609	682,258
Roads (601)	2,403,488	4,618,003	7,336,730	3,780,606
Soil & Water Conservation (718)	46,210	64,173	61,629	59,129
Solid Waste (718)	3,150,487	4,308,077	4,064,266	3,745,228
Total Public Works	6,220,333	9,981,738	12,523,233	8,237,420
State Services				
DSS/DHHS (402)	19,859	13,410	11,509	11,500
Health Department (403)	61,991	206,150	222,590	122,022
Legislative Delegation (708)	79,344	81,288	81,634	81,634
Total State Services	152,194	300,848	315,724	215,156
Total Expenditures	54,572,716	62,077,386	68,888,274	60,714,966
Transfers				
Total Transfers Out	689,619	581,034	1,058,234	1,353,234
Total Expenditures and Transfers	55,242,337	62,658,420	69,946,508	62,068,202

**Oconee County, South Carolina
FY 2010-2011 – Departmental Fee Schedule**

FY 2010-2011 Fee

GENERAL COUNTY FEES [applicable to all departments]:

Copies

8 1/2 X 11 [per page] [see Library section for their fee]	\$	0.25
8 1/2 X 14 [per page]	\$	0.50
11 X 17 [per page]	\$	0.50
Other Size and/or Blue Line Copies - See GIS/Map Room		

County Road Maps

County Road Map	\$	2.00
County Road Map Bulk (50 or more)	\$	1.50

Fees Collected by Department [Alphabetical Order]

Animal Control Fees

Dog Adoptions		\$75.00 per dog
Cat Adoptions		\$65.00 per cat
Horse Adoption Fee		\$100 - \$200
Quarantine Fee	\$	60.00
Owner Pick-up Fee (Cat or Dog)	\$	10.00
Boarding Fee - (Cat or Dog)		\$5.00 per day
Owner Pick-Up Fee - Large Animal	\$	20.00
Boarding Fee- Large Animal		\$10 per day

Airport Fees

T-Hanger Rental Rates		\$145.00 per month
		\$215.00 per month
Aircraft Tie-down rate		\$25.00 per month
Long term parking fee		\$10.00 per month per vehicle
After Hour Callout Fee	\$	80.00
Ramp Fee for Transient Business Planes over 15,000 lbs	\$	50.00

Auditor

Temporary Tags	\$	10.00
----------------	----	-------

**Oconee County, South Carolina
FY 2010-2011 – Departmental Fee Schedule**

FY 2010-2011 Fee

Building Codes	
All Buildings and Mechanical Trades \$10,000 or less	\$ 50.00
All Buildings and Mechanical Trades \$10,000 and up	\$50.00 plus \$4.00 for each additional thousand or fraction thereof
Farm Exempt Structures	\$ 50.00
Manufactured Home Permits	
Set-Up Permit (includes County Decal)	\$ 100.00
Decal Only	\$ 20.00
Manufactured Home Details Fee	
Inspection Fee	\$ 40.00
Manufactured Home Moving Permit Fee	\$ 20.00
Moving Permits (structures other than Manufactured Homes)	\$ 50.00
Demolition Inspection Fee	\$ 50.00
Swimming Pools - Inspection Fees	
Commercial Pools	\$ 500.00
Single Family Residence Pools	\$ 100.00
Signs - Less than 75 square feet, No Fee	
75 Square feet to 200 square feet	\$ 100.00
Greater than 200 square feet	\$ 300.00
Commercial Plan Review Fee, 1/2 of building permit fee	
Penalty Fees, Where work for which a permit is required by this Ordinance is started	
Re-inspection Fee	\$50.00 fee shall be charged if an inspection is scheduled and the work is not ready when the inspector arrives.
Stop Work Order Fee	\$50.00 fee shall be charged if the inspector issues a stop work order.

County Council	
CD/Audio Cassette / per event	\$ 5.00

Delinquent Tax Collector	
Administrative Fee	\$ 10.00

GIS / Map Room	
Blue-line Paper Copies	
30" X 42" (Full Sheet)	\$ 4.00
24" 1/2 X 30" (Half-Sheet)	\$ 2.00
15" X 15"	\$ 1.50
12 1/2 X 15"	\$ 1.00
7 1/4 X 10 1/2"	\$ 0.50
Custom Production billed in 1/2 hour increments	\$30.00 per Hour
Custom Scan and Prints	
GIS A 8.5 X 11	\$ 3.00
GIS B 11 X 17	\$ 5.00
GIS C 18 X 24	\$ 6.00
GIS D 24 X 36	\$ 7.00
GIS E 36 X 48	\$ 8.00
Layout, Chickasaw Point	\$ 3.00
Layout, Foxwood Hills	\$ 3.00
Tax Map Grid with Roads	\$ 3.00
Voting Precincts and Council Districts	\$ 3.00

**Oconee County, South Carolina
FY 2010-2011 – Departmental Fee Schedule**

FY 2010-2011 Fee

Library	
Overdue Fees:	
Books / Magazines / Music CD's	0.10 per day to a maximum of \$2.00 per book / magazine / music CD
Videos and DVDs	1.00 per day to a maximum of \$6.00 per item
Items Borrowed through Interlibrary Loan	0.50 per day per item
Lost materials (books, CDs, Videos, etc.)	Original price of item
South Carolina Room research (by mail or e-mail)	\$6.00 plus price of photocopies
8 1/2 x 11 (per page)	\$ 0.10
Lost library cards	\$ 2.00
Black and White Prints	\$ 0.25
Color Prints	\$ 0.50
Out of County Card	\$50.00 Annually *

*Not charged to patrons from Anderson and Pickens County who are in good

Parks Fees

ADMISSION FEES [all parks]

Daily Parking per Vehicle	\$ 2.00
Daily Parking per Boat & Trailer	\$ 5.00 per boat
Annual Pass - Calendar Year - (Oconee County residents)	\$ 25.00
Annual Pass - Calendar Year - Discounted for Sr. Citizen (62+), legally disabled and veterans	\$ 15.00
Annual Pass - Calendar Year - Out of County, South Carolina Residents	\$ 50.00
Annual Pass - Calendar Year - Discounted for Sr. Citizen (62+), legally disabled and veterans	\$ 40.00

CAMPING [all parks]

Oconee County Resident	\$15.00 per night
Non-resident	\$20.00 per night
Waterfront Site Oconee County Resident	\$20.00 per night
Waterfront Site Non-resident	\$25.00 per night
Winter Camping Rate November 1 - February 28	\$12.00 per night

All campers must have current license plates.

No site may be occupied for more than thirty (30) days.

Oconee County, South Carolina
FY 2010-2011 – Departmental Fee Schedule

FY 2010-2011 Fee

Parks Fees:	
BUILDING RESERVATIONS (all parks)	
Security deposit required. Refundable if site left clean.	
Recreation Building 1-100 People	\$50.00 = 1/2 day
Recreation Building 101-150 People	\$100.00 = 1/2 day
Recreation Building 151-200 People	\$175.00 = 1/2 day
Recreation Building 201-300 People	\$275.00 = 1/2 day
Recreation Building 301+ People	\$450.00 = 1/2 day
Picnic Shelters	
Chau Ram Park	
Shelter #1 maximum number of 30 persons	\$30.00 for 1/2 day
Shelter #2 maximum number of 30 persons	\$30.00 for 1/2 day
Shelter #3 maximum number of 12 persons	\$20.00 for 1/2 day
Shelter #1 maximum number of 12 persons	\$20.00 for 1/2 day
Shelter #2 maximum number of 12 persons	\$20.00 for 1/2 day
South Cove Park	
Pavilion	\$50.00 for 1/2 day
High Falls Park	
Shelters 1 - 50 People	\$30.00 for 1/2 day
Shelters 51 - 75 People	\$40.00 for 1/2 day
Shelters 76-100 People	\$60.00 for 1/2 day
Shelters 101-150 People	\$80.00 for 1/2 day
Weddings/Rehearsals	
Weddings	\$250.00 1/2 day
Weddings	\$500.00 full day
Rehearsal Dinners & Reception (for off site wedding)	
Less than 100 persons	\$100.00 1/2 day
Less than 100 persons	\$200.00 full day
101+ persons	Recreation Building Rate
Tennis - Per Hour to Reserve	\$ 5.00
Miniature golf - Per Game	\$ 3.00
Softball field - Per Hour to Reserve	\$ 5.00
Volleyball - Per Hour to Reserve	\$ 5.00

Oconee County, South Carolina
FY 2010-2011 – Departmental Fee Schedule

FY 2010-2011 Fee

Planning	
Subdivision Related Fees	
All Subdivision Reviews (No Size Limit)	N/A
Subdivision Review (Minor subdivision <4 units)	\$ 50.00
Subdivision Review (Minor subdivision 4 - 10 units)	\$50 + \$10 per unit
Subdivision Review (Major Subdivision)	\$100 + \$10 per unit
Subdivision Variance (Individual Parcel)	\$50 + cost of required advertising
Variances and Special Exception Fees for Commercial, Residential, Industrial Developments	\$100 + cost of required advertising
Communication Towers (New build and Colocate)= \$1,000	\$1,000
Group Homes	\$50
Sexually Oriented Business	\$1,000 Annual Fee
Sexually Oriented Business Employee	\$25 per Employee
Sign Permit (Billboard)	\$ 100.00
Tattoo Facilities	\$ 1,000.00
Land use Variance	\$50+ cost of required advertising
Land Use Special Exception	\$50+ cost of required advertising
Pre-Bound Document (Less than 50 pages)	\$ 5.00
Pre-Bound Document (greater than 50 pages)	\$5 + .25 per page
Documents on CD	\$ 1.00
Maps (8.5 X 11.0)	See GIS / Map Room for Pricing
Maps (18 X 24)	
Maps (24 X 36)	
Maps (36 X 48)	
Custom Mapping (Planning and Zoning Projects Only)	\$30 per hour

Oconee County, South Carolina
FY 2010-2011 – Departmental Fee Schedule

FY 2010-2011 Fee

Probate Court	
In estate and conservatorship proceedings, the fee shall be based upon the gross value of the decedent's probate estate or	
(1) Property valuation less than \$5,000	\$ 25.00
(2) Property valuation of \$5,000.00 but less than \$20,000	\$ 45.00
(3) Property Valuation of \$20,000.00 but less than \$80,000	\$ 67.50
(4) Property valuation of \$80,000.00 but less than \$100,000	\$ 95.00
(5) Property valuation of \$100,000.00 but less than \$600,000	\$95.00, plus .15 percent of the property valuation between \$100,000.00 and \$600,000
(6) Property valuation of \$600,000.00 or higher amount	set forth in (5) above plus one-fourth of one percent of the property valuation above \$800,000
Issuing certified copy	\$ 5.00
Issuing exemplified/authenticated copy	\$ 20.00
Reforming or correcting marriage record	\$ 6.75
Issuing duplicate marriage license	\$ 6.75
Filing conservatorship accountings	\$ 10.00
Filing conservatorship orders	\$ 5.00
Recording authenticated or certified record	\$ 20.00
Reopening closed estates	\$ 22.50
Appointment of special, temporary or successor personal representative	\$ 22.50
Filing and indexing will under Section 62-2-901	\$ 10.00
Certifying appeal record	\$ 10.00
Filing affidavit for collection of personal property under Section 62-3-1201, the fee pursuant to item (B) above based upon property valuation shown	(see item (B) above)
Filing affidavit for collection of personal property where the property valuation is less than \$100.00	\$ 12.50
Newspaper advertisements:	
Koonce Courier / Westminster News	\$ 20.00
Daily Journal	\$ 45.00
Filing initial petition in any action or proceeding other than (B) above, same fee as charged for filing civil actions in circuit court	\$ 150.00
Filing demands for notice	\$ 5.00
Marriage license - Domestic Violence Fund Fee / each marriage application [state]	\$ 20.00
Marriage license fee / each marriage application (county)	\$ 5.00
Marriage ceremony fee	\$ 5.00
Marriage certificate fee	\$ 5.00
Certified copy of marriage license	\$ 5.00

**Oconee County, South Carolina
FY 2010-2011 – Departmental Fee Schedule**

FY 2010-2011 Fee

Register of Deeds	
Deeds and Mortgages	\$10.00 more than 4 pages \$1.00 per additional
Deed Stamps	\$3.70 per \$1000 rounded up to next \$500
Instrument which assigns, transfers, or releases real estate mortgage	\$6.00 for first page \$1.00 for each additional
Affidavit of missing assignment	\$ 10.00
Lease, Contract of Sale, Trust Indenture	\$10.00 more than 4 pages \$1.00 per additional
Satisfaction of Real Estate Mortgage	\$ 5.00
Plat larger than 8 1/2 X 14	\$ 10.00
Plat of "Legal Size" Dimensions or Smaller	\$ 5.00
Plat Larger than 17 X 24	\$ 20.00
Any other paper affecting title or possession of real estate or personal property and required by law to be recorded, except judicial records	\$10.00 more than 4 pages \$1.00 per additional
Power of Attorney, Trustee Qualification, or other appointment	\$15.00 more than 4 pages \$1.00 per additional
Mechanics Liens	\$10.00 more than 4 pages \$1.00 per additional
Cancellation of Mechanics Lien	\$ 5.00
UCC Financing Statements UCC1 or UCC3	\$8.00; more than 2 pages \$10.00; more than two debtors \$10.00; each additional debtor more than two \$2.00; continuations \$6.00; amendments \$8.00; assignments \$8.00; partial release \$8.00
Public finance transaction and manufactured home transactions	\$ 20.00
Copies mailed \$1.00 to certify	\$5.00 for 4 pages then \$.25 per additional page

Road Department	
Sign Fee / Municipalities	materials cost
Sign Fee / Other	2.5 times the materials cost
Encroachment Fee	Cost of Supervising, Inspecting and Repairing damage to roads and right of ways from developers, utilities, etc.
Road Inspection Fee	\$1.50 per foot Minimum \$900
Storm water Fees	Pipe Price + tax + Gravel Price + Tax X 2.5 = Price for pipe installation
Driveway Install	

Oconee County, South Carolina
FY 2010-2011 – Departmental Fee Schedule

FY 2010-2011 Fee

Rock Quarry Fees	
	Price per Ton
#1 Crusher Run	\$ 7.50
#2 Crusher Run Sep Rock	\$ 5.75
#3 Oversize	\$ 9.75
#4 Screenings	\$ 2.25
#5 1" 5'	\$ 9.50
#6 Pa Gravel 789	\$ 9.00
#7 Class A Rip Rap	\$ 11.25
#8 Class B Rip Rap	\$ 11.50
#9 Asphalt Sand	\$ 6.75
#10 County Rock	\$ 7.50
#11 3/4" 6M	\$ 9.50
#12 Class E Rip Rap	\$ 16.75
#14 Flat Boulders	\$ 19.75
#15 Class C Rip Rap	\$ 11.75
#16 Class D Rip Rap	\$ 12.00

Sheriff's Office	
Sheriff's Civil Fees	
Mechanics	\$ 10.00
Subpoenas	\$ 10.00
Foreclosures	\$ 25.00
Judgments	\$ 25.00
Writs	\$ 25.00
Affidavit of Non-Service	\$ 5.00
Other	\$ 15.00
Misc Sheriff	
Incident Reports	\$ 2.00
Record Check	\$ 5.00
Executions	\$ 25.00

**Oconee County, South Carolina
 FY 2010-2011 – Departmental Fee Schedule**

FY 2010-2011 Fee

Solid Waste Fees	
MSW Transfer Station Tipping Fee	\$45.00 per ton
C & D Landfill Tipping Fee (rate last set in 1998)	\$30.00 per ton
Muck	\$10.00 per scoop

Treasurer	
Decal Fee	\$ 1.00
Bad Check Fee	\$ 30.00

Zoning	
Non-CFD Rezoning Application Fee Per Parcel	\$ 25.00
Appeals, Variances and Special Exception Application Fee	\$ 50.00



**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2010-12**

AN ORDINANCE TO ESTABLISH THE BUDGET FOR THE SCHOOL DISTRICT OF OCONEE COUNTY (the "School District") AND TO PROVIDE FOR THE LEVY OF TAXES FOR THE OPERATIONS OF THE SCHOOL DISTRICT OF OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2010 AND ENDING JUNE 30, 2011.

BE IT ORDAINED by the County Council for Oconee County, South Carolina, (the "County Council"), in accordance with the general law of the State of South Carolina and the Acts and Joint Resolutions of the South Carolina General Assembly, as follows:

SECTION 1

The following amounts are hereby approved for budget purposes and appropriated for the 2010-2011 fiscal year for the School District of Oconee County:

School Operations:	\$ 36,525,602
School Debt:	<u>15,250,498</u>
Total School District:	\$ 71,776,100

SECTION 2

A tax of sufficient millage to fund the aforesated appropriations for the School District of Oconee County Budget for the fiscal year beginning July 1, 2010 and ending June 30, 2011 is hereby directed to be levied upon all taxable property in Oconee County and duly collected.

SECTION 3

The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy and the Treasurer of Oconee County is herein directed to collect sufficient millage on all taxable property in Oconee County on which school taxes may be levied to provide for the aforesated operations appropriations and direct expenditures of the School District of Oconee County for the fiscal year beginning July 1, 2010 and ending June 30, 2011.

SECTION 4

In accordance with the Constitution and general law of the State of South Carolina, and the Acts and Joint Resolutions of the South Carolina General Assembly, the Auditor of Oconee County shall set the millage levy for the debt service requirements of the School District and the Treasurer of Oconee County shall collect sufficient millage on all taxable property in Oconee County on which school taxes may be levied to provide for the aforesated debt service requirements of the School District of Oconee County for the fiscal year beginning July 1, 2010 and ending June 30, 2011.



SECTION 5

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

SECTION 6

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

SECTION 7

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2010.

Adopted in meeting duly assembled this ____ day of June, 2010.

OCONEE COUNTY, SOUTH CAROLINA

Reginald T. Dexter
Chairman, Oconee County Council

ATTEST

Elizabeth G. Hulse
Clerk to County Council

First Reading:	April 10, 2010 [in title only]
Second Reading:	May 6, 2010
Public Hearing:	May 25, 2010
Third Reading:	June 1, 2010



**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2010-13**

AN ORDINANCE TO PROVIDE FOR THE LEVY OF TAXES FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT AND TO ESTABLISH THE BUDGET FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 2010 AND ENDING JUNE 30, 2011.

BE IT ORDAINED by the County Council for Oconee County, South Carolina, (the "County Council"), in accordance with the general law of the State of South Carolina, including, without limitation, Section 4-9-30, South Carolina Code, 1976, as amended and the Acts and Joint Resolutions of the South Carolina General Assembly, as follows:

SECTION 1

For the fiscal year beginning July 1, 2010 and ending June 30, 2011, \$720,509 is hereby appropriated for fire protection services in the Keowee Fire Special Tax District.

SECTION 2

A tax of sufficient millage, not to exceed 14.5 mills, to fund the aforesated appropriations for the Keowee Fire Special Tax District for the fiscal year beginning July 1, 2010 and ending June 30, 2011, after crediting against such appropriations all other unrestricted revenue anticipated to accrue to Keowee Fire Special Tax District and any fund balance budgeted to be used during said fiscal year, is hereby directed to be levied on all taxable property, eligible to be lawfully taxed for such purposes, in the Keowee Fire Special Tax District.

SECTION 3

The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy and the Treasurer of Oconee County is herein directed to collect sufficient millage on taxable property in the Keowee Fire Special Tax District to provide for the aforesated appropriations and direct expenditures of that Special Tax District for the fiscal year beginning July 1, 2010 and ending June 30, 2011.

SECTION 4

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

SECTION 5

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



SECTION 6

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2010.

Adopted in meeting duly assembled this ___ day of June, 2010.

OCONEE COUNTY, SOUTH CAROLINA

Reginald T. Dexter
Chairman, Oconee County Council

ATTEST

Elizabeth G. Hulse
Clerk to County Council

First Reading:	April 10, 2010 [in title only]
Second Reading:	May 6, 2010
Public Hearing:	May 25, 2010
Third Reading:	June 1, 2010



STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2010-19

AN ORDINANCE AUTHORIZING THE TRANSFER AND CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED IN AND OWNED BY OCONEE COUNTY, SOUTH CAROLINA TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LIMITED WARRANTY DEED EFFECTING SUCH TRANSFER AND CONVEYANCE, AND RATIFYING AN ACCESS AGREEMENT FOR SUCH REAL PROPERTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of that certain piece, parcel or tract of land lying and situate in the County along Sheep Farm Road and being more fully shown and designated on a deed of Oconee Memorial Hospital, Inc. dated July 11, 1959 and recorded in the office of the Register of Deeds for Oconee County, South Carolina on July 11, 1959 in Deed Book 7-W, Page 145, and having Oconee County TMS# 223-00-01-023; ("County Property"); and,

WHEREAS, the South Carolina Department of Transportation ("DOT") wishes to acquire, by purchase from the County, fee simple title to that certain piece, parcel or tract of land located along Sheep Farm Road and being a part or portion of the County Property ("DOT Property"), such DOT Property comprising approximately 0.453 acres, more or less, of such County Property, and being more fully described in the limited warranty deed of the County attached hereto as Exhibit A ("Deed"), all for the purpose of making substantial improvements to Sheep Farm Road; and,

WHEREAS, in consideration of the payment and other good and valuable consideration as stated in the Deed, the County desires to transfer and convey fee simple title in and to the DOT Property; and,

WHEREAS, the DOT needs access to such DOT Property prior to third and final reading of this ordinance, and the County is willing to allow such access for the improvement of Sheep Farm Road, and has heretofore agreed to execute an access agreement, in favor of DOT, for such access for the benefit of the County and its citizens, and now desires to ratify such approval; 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 DOT of the DOT Property by execution and delivery of the Deed, and hereby ratifies and affirms the granting of prior access, by DOT, to such DOT Property.



2. The Chairman of Oconee County Council and the Oconee County Administrator are hereby authorized and directed to execute and deliver to DOT, on behalf of Oconee County, the Deed in substantially the form attached as exhibit A or with such minor changes as are not adverse to the County and as they may deem appropriate, and to take all other steps and actions as are necessary or appropriate to accomplish the grant and conveyance of the DOT Property contemplated by this Ordinance.
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 _____, 2010.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Reginald T. Dexter, Chairman, County Council
Oconee County, South Carolina

ATTEST:

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

First Reading: May 18, 2010
Second Reading: June 1, 2010
Public Hearing:
Third Reading:



STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2010-20

AN ORDINANCE AUTHORIZING AND APPROVING THE PROCEDURE FOR THE TRANSFER OF OCONEE COUNTY'S INTEREST IN CERTAIN REAL PROPERTY KNOWN AS THE TRI-COUNTY LANDFILL PROPERTY; AUTHORIZING THE TRANSFER OF OCONEE COUNTY'S INTEREST IN THE TRI-COUNTY LANDFILL PROPERTY IN THE EVENT OF AN ACCEPTABLE BID TO PURCHASE THE TRI-COUNTY LANDFILL PROPERTY; AND, FURTHER, APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SALES AGREEMENT AND DEED TO REAL PROPERTY IN THE EVENT OF AN ACCEPTABLE BID TO PURCHASE THE TRI-COUNTY LANDFILL PROPERTY; AND MATTERS RELATED THERETO.

WHEREAS, Oconee County is a body politic and political subdivision of the State of South Carolina; and

WHEREAS, under the Home Rule Act, Oconee County is authorized to sell real property and to make and execute contracts, S.C. Code Ann. §4-9-30(2) and (3) (1976, as amended); and

WHEREAS, Anderson County, Oconee County and Pickens County (hereinafter collectively the "Counties") currently own a certain tract of land located in Pickens County containing approximately 521.03 acres, more or less ("Tri-County Landfill Property") as more fully described as follows: (1) a portion of Tract A on a survey for the Appalachian Council of Governments as prepared by John R. Long, SC PLS#6270 dated May 7, 1995 and recorded in the Pickens County Register of Deeds in Plat Book 71, Page 117; (b) a parcel of land purchased from Sandra Kay McDaniel on June 24, 1996 which deed is recorded in the Pickens County Register of Deeds in Deed Book 329, Page 181; and (c) a parcel of land purchased from Geneva Martin on June 25, 1996 which deed is recorded in the Pickens County register of Deeds in Deed Book 329, Page 184; and

WHEREAS, Oconee County Council recognizes that the Counties are now in agreement that the Tri-County Landfill Property should be sold in an expeditious manner, and Oconee County Council desires to sell Oconee County's interest in the Tri-County Landfill Property through a sealed bid process administered by the Appalachian Council of Governments ("ACOG") according to the procedure outlined below and in lieu of any previous agreements or understandings by and between the Counties regarding the Tri-County Landfill Property; and

WHEREAS, Oconee County Council desires to approve the sealed bid procedure conducted by ACOG (the "Bid Procedure"), which is as follows:

1. ACOG shall prepare a bid package to include a Purchase and Sale Agreement ("Agreement") in the same or substantially similar form as the document attached hereto and made a part hereof as **Exhibit A**;
2. ACOG will advertise the Tri-County Landfill Property for sale in such a form and fashion as ACOG deems necessary and prudent for the proper sale of the Tri-County Landfill Property. In addition, Anderson County shall advertise the sale

for four (4) consecutive weeks in a newspaper of general circulation in Anderson County per Section 2-653 of the Anderson County Code of Ordinances;

3. Sealed bids shall be held by ACOG until they are publically opened on Wednesday, June 30, 2010 at 2:30 p.m. in the ACOG Greenville, South Carolina offices. No bids received after that date and time shall be accepted, regardless of the reason.

WHEREAS, specifically acknowledging any and all prior agreements and understandings between the Counties that may diverge in any way from the Bid Procedure; including, without limitation, any prior agreements or understandings that a real estate agent would be obtained for the sale of the Tri-County Landfill Property, Oconee County Council desires to approve the Bid Procedure and subsequent sale of the Tri-County Landfill Property; and

WHEREAS, Oconee County Council recognizes the sufficiency of, and desires to approve, the appraisal of the Tri-County Landfill Property, dated July 29, 2005, and performed by Willard, Inc., without the necessity of securing another appraisal; and

WHEREAS, Oconee County Council desires to authorize a reserve or minimum bid of \$2,840,000.00, and further desires to accept the highest bid of a responsible and responsive bidder received by ACOG under the Bid Procedure provided the bid is equal to or in excess of \$2,840,000.00 ("Acceptable Bid"); and

WHEREAS, in the event of an Acceptable Bid, Oconee County Council desires to authorize the Oconee County Administrator to enter into the Agreement with the successful responsible and responsive bidder (the "Successful Bidder") and to then deliver a deed transferring Oconee County's interest in the Tri-County Landfill Property to the Successful Bidder at closing; and

WHEREAS, Oconee County Council desires to agree to pay its share of all legal fees and closing-related costs which shall be borne equally between the Counties and paid out of funds currently held by ACOG for the sale of the Tri-County Landfill Property, and should the remaining balance of funds currently held by ACOG not suffice to pay for legal fees and closing-related costs, Oconee County Council desires to agree to pay its share of the remaining legal fees and closing-related costs which shall be distributed equally between the Counties; and

WHEREAS, Oconee County Council recognizes that the proceeds from the sale of the Tri-County Landfill Property shall be divided equally between the Counties.

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

1. Any and all prior agreements and understandings between the Counties with regard to the sale of the Tri-County Landfill Property, including, without limitation, any prior agreements or understandings that a real estate agent would be obtained for the sale of the Tri-County Landfill Property, are hereby repealed, revoked, rescinded, and superseded; and any deviation from any prior agreements and understandings between the Counties shall have no effect upon the sale of the Tri-County Landfill Property as set forth herein.
2. Oconee County authorizes and approves the Bid Procedure and Acceptable Bid outlined above.

3. In the event of an Acceptable Bid by a responsible and responsive bidder, Oconee County hereby authorizes the County Administrator to enter into the Agreement with the Successful Bidder in the same or substantially similar form as **Exhibit A**.
4. The Oconee County Administrator, or his or her designee, is hereby authorized to negotiate and accept minor changes to the terms and conditions of the Agreement, so long as the final terms and conditions are not materially adverse to Oconee County and are substantially similar to the terms and conditions set forth in the Agreement.
5. In the event of an Acceptable Bid by a responsible and responsive bidder, Oconee County authorizes and directs the Oconee County Administrator to deliver a deed transferring Oconee County's interest in the Tri-County Landfill Property at closing to the Successful Bidder and to take all other steps and actions as are necessary or appropriate to transfer Oconee County's interest in the Tri-County Landfill Property to the Successful Bidder.
6. In the event of an Acceptable Bid by a responsible and responsive bidder, Oconee County agrees to pay its share of all legal fees and closing-related costs which shall be borne equally between the Counties and paid out of funds currently held by ACOG for the sale of the Tri-County Landfill Property, and should the remaining balance of funds currently held by ACOG not suffice to pay for legal fees and closing-related costs, Oconee County authorizes and directs the Oconee County Administrator to pay Oconee County's one third (1/3) share of the remaining legal fees and closing-related costs.
7. All proceeds from the sale of the Tri-County Landfill Property shall be divided equally between the Counties, and Oconee County authorizes and directs the Oconee County Administrator to ensure that the proceeds are divided as such.
8. Should any part of 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.
9. 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.
10. This Ordinance shall take effect and be in full force upon the Third Reading and Enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2010.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
 Reginald L. Dexter, Chairman of County Council
 Oconee County, South Carolina

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

First Reading: May 18, 2010
 Second Reading: June 1, 2010
 Public Hearing:
 Third Reading:



CONTRACT FOR THE PURCHASE AND SALE OF REAL ESTATE

THIS CONTRACT (the "Contract") is made and entered into as of the ____ day of _____, 2010 by and among Anderson County, South Carolina a governmental entity, Pickens County, South Carolina, a governmental entity and Oconee County, South Carolina, a governmental entity (collectively, the "Seller"), and _____ ("Purchaser").

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, the Premises (hereafter defined), and enter into this Contract for the purpose of setting forth the terms and conditions upon which the purchase and sale shall be accomplished.

WHEREAS, each of the Seller has authorized the sale of the Property as follows:

- A. Anderson County via Anderson County Ordinance _____;
- B. Pickens County via Pickens County Ordinance _____;
- C. Oconee County via Oconee County Ordinance 2010-020;

NOW, THEREFORE, the parties hereto agree as follows:

1. Agreement to Purchase and Sell. Seller hereby agrees to sell and convey, pursuant to the respective Ordinances to Purchaser, and Purchaser hereby agrees to purchase and take from Seller, upon the terms and conditions set forth in this Contract, one (1) parcel of real property with all buildings and improvements thereon, located in Pickens County, South Carolina, as described in Exhibit A attached hereto (the "Premises").

2. Purchase Price and Payment. The purchase price for the Premises shall be _____ (\$ _____) Dollars (the "Purchase Price"). The Purchase Price shall be paid by Purchaser at Closing, by cash, check or other certified funds or by wire transfer pursuant to wire transfer instructions provided by Seller. The Purchase Price shall be adjusted for any prorations and adjustments described in this Contract.

3. Other Costs, Fees and Expenses, Taxes, Prorations:

(a) To be Paid by Seller:

Seller shall pay all deed transfer taxes, deed preparation or other fees payable in connection with the conveyance of the Premises, including all costs and expenses of conveying title to the Premises free and clear of the encumbrance of any mortgage or lien, and

Exhibit A - Ordinance 2010-020

(b) To be Paid by Purchaser.

- (i) Purchaser shall pay for any inspections and a survey of the Premises as may apply;
- (ii) Purchaser shall pay any and all other costs and expenses associated with the transfer of the Premises;
- (iii) Purchaser shall pay fees for the recording of the deed; and
- (iv) Purchaser shall pay any roll-back taxes or other assessments or fees that arise from the current or any anticipated use of the Premises.

(c) Each party shall pay its respective closing costs, attorneys fees, costs and expenses.

(d) Ad valorem real property taxes shall be prorated between Seller and Purchaser as of midnight immediately preceding the Closing Date based on the taxes that are currently due and payable and taxes which have accrued but are not payable prior to the Closing. All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated at Closing.

4. Closing

(a) Date and Place Closing shall take place on or before July 30, 2010 at the offices of Nexsen Pruet, LLC.

(b) Closing Documents. At the Closing each party hereto shall execute and/or deliver all documents necessary or appropriate to effect and complete the Closing, including, but not limited to, the following documents which must be executed and delivered by Seller to Purchaser:

- (i) A Special Warranty Deed from Seller conveying good and marketable fee simple title to the Premises, free and clear of all liens, encumbrances and other exceptions, other than easements and restrictions of record, ad valorem taxes not yet due and payable, and such other matters as may be revealed to Purchaser upon receipt of a comprehensive ALTA Survey of the Premises, in addition to taxes, and such other matters identified in this Contract as a Purchaser Obligation;
- (ii) Seller's affidavit.

Exhibit A - Ordinance 2010-020

5. Condition to Closing. (a) Purchaser shall be required, upon the execution of this Contract to provide to Seller a single, non-refundable, deposit of \$_____ which deposit will be applied to the Purchase Price at Closing. In the event of a default by Purchaser, Seller shall retain the deposit.

(b) Purchaser is purchasing based upon winning a bid as outlined in the Ordinances and must, upon being notified by Seller's Agent of winning such bid i) deposit with Seller's agent the non-refundable deposit identified in 5 (a); ii) deposit ten (10%) percent of the Purchase Price in good funds with Seller's Agent within twenty-four (24) hours of winning said bid.

(c) As used herein, Seller's Agent is Nexsen Pruet, LLC and Paltar Title Agency as Escrow Agent.

6. Warranties and Representations. Seller does hereby warrant and represent to and covenant and agree with Purchaser as follows:

(a) Title. Seller is, collectively, the owner of the Premises and owns good and marketable fee simple title to the Premises, free and clear of all liens and encumbrances, recorded or unrecorded, except for those liens or encumbrances to be satisfied at Closing.

(b) Brokerage Agreements. Seller has engaged no broker or agent with respect to this Contract and the transactions contemplated herein.

(c) Absence of Proceedings. To the best of Seller's knowledge, there are not: (i) any condemnation proceedings or proposed proceedings against the whole or any part of the Premises; (ii) zoning proceedings or proposed zoning proceedings against the Premises; or (iii) any litigation or claim against the Premises or the Seller which would, if adversely decreed, have an adverse effect on the Premises.

(d) No Special Taxes or Assessments. The Premises are free from any special taxes or assessments, except those generally applicable to real property in the tax district in which the Premises are located.

(e) Except as specifically identified in this Section 6, the Premises are being sold and transferred "As-Is, Where-Is" and Seller specifically disclaims any and all warranties.

7. Remedies: "Reserved"

8. Binding on Heirs and Assigns. This Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, successors-in-title, legal representatives, heirs and assigns.

9. Assignment. Purchaser may not assign its rights hereunder without the prior written consent of Seller, withheld.

Exhibit A - Ordinance 2010-020

10. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of South Carolina.

Exhibit A - Ordinance 2010-020

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed under seal by its duly authorized representatives and delivered to be effective as of the Effective Date.

WITNESSES:

PURCHASER:

SELLER:

Exhibit A

TRACT ONE

ALL that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Pickens, and being shown as Tract "A", containing 534.77 acres, more or less, on a survey for Appalachian Council of Governments as prepared by John R. Long, SC PLS #6270 dated May 7, 1995, and having such courses, distances, metes and bounds as will be shown by reference to said plat recorded in the office of the R.M.C. Office for Pickens County in Plat Book 71 at Page 117, less 18.44 acres conveyed by Oconee County and Anderson County by way of deeds filed July 22, 1998 and recorded in the Pickens County Register of Deeds Office in Deed Book 437, Page 156 and Deed Book 437, Page 159, respectively.

This being a portion of the property conveyed unto Isaqueena Corp. by deed of Champion International Corporation dated March 11, 1994 and recorded July 1, 1994, in Deed Book 246 at Page 29.

Portion of TMS #4074-00-05-6772

TRACT TWO

ALL that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Pickens containing 2.0 acres, more or less, as more fully described in that certain deed dated June 24, 1996 and recorded in the Pickens County Register of Deeds in Deed Book 329, Page 181.

TMS #4074-00-35-5643

TRACT THREE

ALL that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Pickens containing 2.7 acres, more or less, as more fully described in that certain deed dated June 26, 1996 and recorded in the Pickens County Register of Deeds in Deed Book 329, Page 184.

TMS#4074-00-35-9603

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 1, 2010
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Ordinance #2010-23 Authorizing the execution and delivery of a Fee In Lieu Of Tax Agreement for Project Gold Dust.

BACKGROUND OR HISTORY:

The Inducement Agreement and Resolution 2010-06 requesting a FILOT agreement for Project Gold Dust were approved on May 18, 2010.

SPECIAL CONSIDERATIONS OR CONCERNS:

The approval of this FILOT agreement encourages the Company to invest an additional \$5,000,000 and the creation of an additional 20 jobs during this same time frame.

STAFF RECOMMENDATION:

Recommend approval of First Reading of the FILOT agreement for Project Gold Dust.

FINANCIAL IMPACT:

This FILOT encourages Project Gold Dust to invest at least \$18,000,000 over the next 5-years. Although not required by a FILOT agreement the company plans to create at least 10 jobs over the next 5-years. These jobs will pay more than the County average. It is currently estimated that the agreement will bring approximately \$1,360,000 in fees to the County over the next 21 years. A Cost Benefits Analysis will be provided before the Third Reading and Public Hearing.

ATTACHMENTS

Submitted or Prepared By:

Approved for Submittal to Council:

James W. Alexander
Department Head/Elected Official

Gene Klugh, Interim County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Procurement

_____ Grants Coordinator

C: Clerk to Council



**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2010-23**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT GOLD DUST, AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

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

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Project Gold Dust, a corporation duly incorporated under the laws of the State of Ohio (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of the development of a manufacturing facility (the "Project") in which the minimum level of new taxable investment will be not less than Eighteen Million Dollars (\$18,000,000) in qualifying fee in lieu of tax investment by the end of the fifth (5th) year following the year of execution of the Fee Agreement, which will be maintained, without regard to depreciation, in accordance with the Act and the Inducement Agreement, all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the Company has requested that the County provide an infrastructure tax credit of twenty percent (20%) of the Company's fee in lieu of tax liability for the Project for a term of ten (10) years (the "Infrastructure Tax Credit") commencing only if and when the Company's investment in new, taxable property in the Project equals or exceeds \$23,000,000 within the initial five (5) years of investment.



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

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

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and a Fee Agreement and to that end has, by its Resolution adopted on May 18, 2010, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

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

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

WHEREAS, the County and Williamsburg County, South Carolina ("Williamsburg County") have previously entered into a Joint County Industrial and Business Park Agreement, as amended from time to time (the "Park Agreement"), which currently includes Company property and improvements, including the property where the Project will be located; and

WHEREAS, the Park Agreement is set to expire on July 25, 2011 and, while lawful when first executed, can not be extended as the Act now requires the counties which are parties to a Park Agreement to be contiguous; and

WHEREAS, the Company has therefore requested the County to extend the existing multi-county industrial park with Pickens County, South Carolina (the "Park"), pursuant to Section 4-1-170, *et seq* of the South Carolina Code of Laws, 1976, as amended (the "MCIP Act"), effective upon the expiration of the existing Park Agreement, to include Company property and improvements, including the property where the Project will be located.



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

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a manufacturing facility, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved. Further, the Fee Agreement shall provide for an Infrastructure Tax Credit of twenty percent (20%) of the Company's fee in lieu of tax liability for the Project for ten (10) years, upon the terms and upon achieving the conditions required herein and in the Fee Agreement.

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

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

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

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are hereby incorporated herein and made a part hereof;

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

(e) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

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

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

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



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

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

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

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

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



Passed and approved this _____ day of July, 2010

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
Oconee County, South Carolina

First Reading:	June 1, 2010
Second Reading:	June 15, 2010
Public Hearing:	July 6, 2010
Third Reading:	July 6, 2010



1



2



STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

INTERGOVERNMENTAL AGREEMENT
FOR FIRE PROTECTION AND
FIRST RESPONSE SERVICES

WHEREAS, the City of Seneca is currently providing fire protection services in unincorporated areas of Oconee County adjacent to the city limits of the City of Seneca; and

WHEREAS, Oconee County has provided and continues to provide fire fighting equipment to the City of Seneca; and

WHEREAS, Oconee County and the City of Seneca recognize the need for fire protection to be provided in the unincorporated areas currently being served by the City of Seneca; and

WHEREAS Oconee County and the City of Seneca recognize the need for the City of Seneca to receive financial remuneration for the service it is providing in said unincorporated area.

NOW, THEREFORE, for the mutual promises hereinbelow, Oconee County and the City of Seneca hereby agree as follows:

1. Beginning July 1, 2010 and ending June 30, 2011, the City of Seneca agrees to furnish to the unincorporated areas of Oconee County described in Exhibit "A" (hereinafter referred to as the Seneca Unincorporated Fire District) the following protection:

The City of Seneca will answer alarms to actual or suspected fires and will use appropriate fire suppression measures and tactics to provide fire protection for fires on all parcels of land and on all public rights-of-ways. These services shall be available on a first call basis.



2. For the term of this agreement, Oconee County shall provide Five Hundred Fifty Thousand and no/100 (\$550,000.00) Dollars, to the City of Seneca for providing fire protection services in the Seneca Unincorporated Fire District. Payment shall be made by Oconee County to the City of Seneca on or before September 30, 2010.

3. Oconee County agrees that the City of Seneca shall be entitled to utilize at no cost the County training facilities for fire training. The parties agree to work together to improve fire training for firemen working for the City of Seneca and Oconee County. The parties agree to adhere to all appropriate safety standards while conducting training.

4. The parties acknowledge that the I.S.O. rating in the Seneca Unincorporated Fire District may be different and possibly higher than the I.S.O. rating within the city limits of the City of Seneca. The parties agree to work cooperatively to improve the I.S.O. rating within the Seneca Unincorporated Fire District.

5. The City of Seneca shall have sole discretion in determining method, and means of response, and shall have direct supervision of fire protection in the Seneca Unincorporated Fire District. Consultations shall be available from the Oconee County Emergency Services Director. Nothing in this Agreement shall be construed as preventing Oconee County from constructing Emergency Protective Service Facilities (including fire prevention facilities) within the Seneca Unincorporated Fire District.

6. The City of Seneca shall continue to use those fire trucks and equipment currently owned by Oconee County and currently in the City's possession. Oconee County may supply more equipment to the City and shall retain ownership. Oconee County further agrees to maintain all of its equipment in good working order and shall promptly make all necessary repairs. Any equipment purchased from funding as provided in Paragraph 2 will be the property of the City of Seneca. Further, the City agrees to maintain its equipment in good working order and to promptly make all necessary repairs.



7. Oconee County agrees to vigorously enforce County fire codes and to accept recommendations from the City of Seneca about observed violations within the area.

8. Each party shall provide appropriate and adequate insurance coverage to protect its interest as they exist under this Agreement. Each agrees to not waive but to claim any defenses available to it under the South Carolina Tort Claims Act.

9. Oconee County shall provide to the City of Seneca the County's fire plan no later than January 1, 2011.

10. This Agreement shall begin on July 1, 2010 and end on June 30, 2011.

Signed, sealed and executed for the City of Seneca and Oconee County on this _____ day of _____, 2010.

Witness:

Belinda Hays

Crystal G. Matigawa

Witness:

CITY OF SENECA

By:

J.P. Ash

Title:

City Administrator

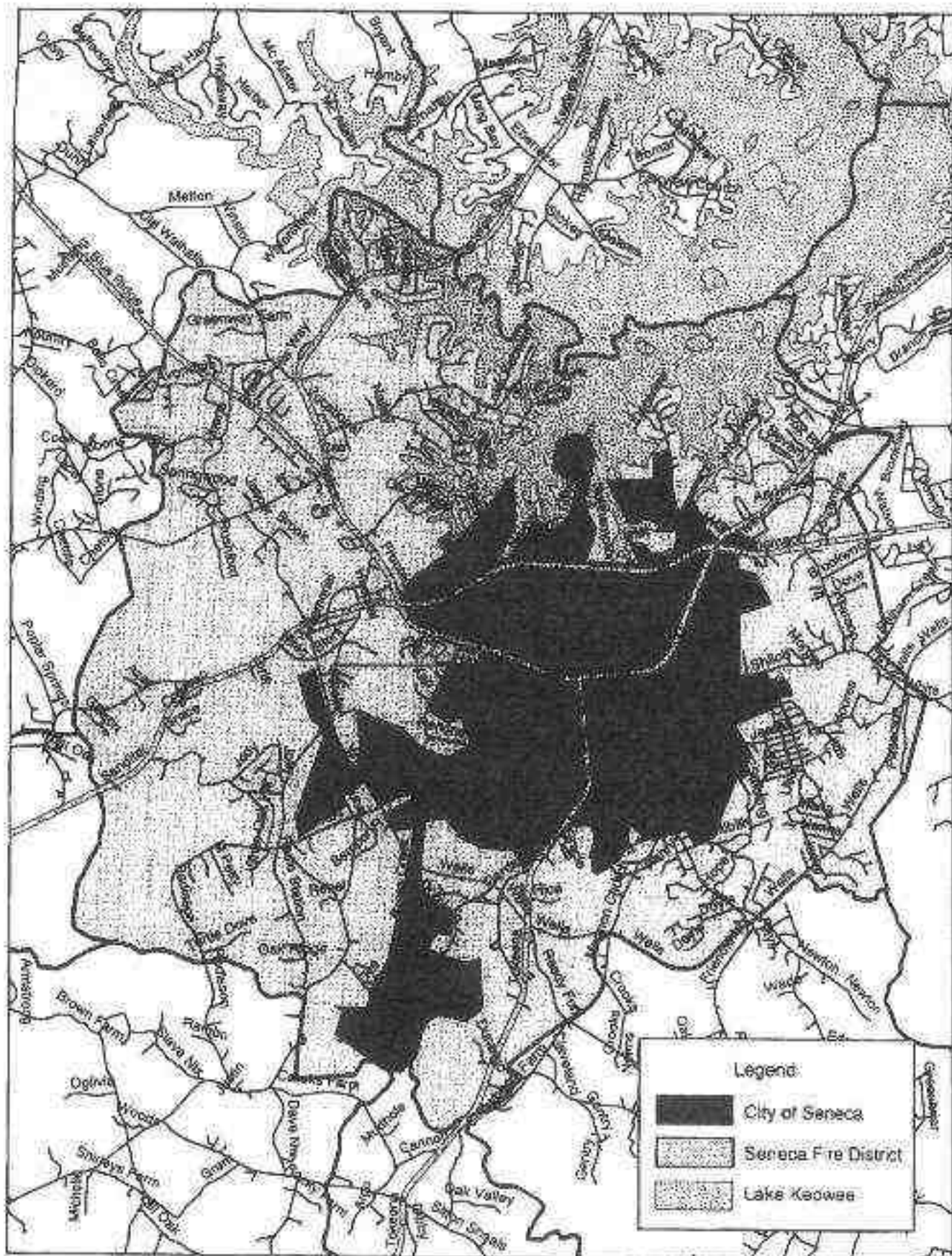
OCONEE COUNTY

By:

Title:



Exhibit "A"
City of Seneca
Fire District





■

■

■

■

■

■

■

■

■



■

■



May 19, 2010

Oconee County Council,

On behalf of the South Carolina State Park Service, I would like to request the approval from the Oconee County Council to have mulch from the Oconee County Landfill donated to the four State Parks located within the county. (Devils Fork State Park, Oconee State Park, Lake Hartwell State Recreation Area, & Oconee Station State Historic Site) Each park is requesting 250 yards of mulch that would be picked up by the individual parks through out the course of our upcoming fiscal year. (July 1 2010- June 30 2011)

As I am sure you are aware, these Parks are great assets to Oconee County that draw large amounts of visitors and serve as an economic catalysis. The donation of mulch would help each of the Parks fulfill the mission of the State Park Service. "To encourage people to discover South Carolina's state parks by providing resource-based recreational and educational opportunities that emphasize the conservation, protection and interpretation of the state's natural and cultural resources." by giving each park a way to combat soil compaction and erosion in high use areas such as picnic areas and campgrounds. If each park is to continue to draw the visitation that they do, we must have a product that our guests want to return to. Our product is Oconee County's resources that we have been entrusted to protect, and that is why we are asking for the Council's support in this matter.

If you have any question please feel free to contact me.

Thank you for your consideration and assistance with this matter.

Kevin Evans
Devils Fork State Park
Park Manager
161 Holcombe Cr.
Salem, SC 29676
864-944-2639



11

120

12



13



Beth Hulse

From: Beth Hulse
Sent: Wednesday, May 19, 2010 1:30 PM
To: 'Kevin Evans'
Subject: RE: mulch

Kevin,

I will present this to the chair for inclusion in the June 1, 2010 meeting. The agenda for that meeting should be posted by May 26th - please check to see if approved for discussion and if so please plan to have a representative attend to answer any questions council might have.
Thanks.

Elizabeth G. Hulse
Clerk to County Council
Georgetown Administrative Offices
425 South Pine Street
Georgetown, SC 29691
864-719-1023
864-719-1024 [fax]
bhulse@coconee.sc.gov
www.coconee.sc.gov/council

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

-----Original Message-----

From: Kevin Evans [mailto:kevan@scprl.com]
Sent: Wednesday, May 19, 2010 1:10 PM
To: Beth Hulse
Cc: Bob Achenberg; Mark Davis; Jo Anna White; Robert Dinkins; Scott Alexander
Subject: mulch

Georgetown Council

On behalf of the South Carolina State Park Service, I would like to request the approval from the Georgetown County Council to have mulch from the Georgetown County Landfill donated to the four State Parks located within the county. (Devils Fork State Park, Coconee State Park, Lake Hartwell State Recreation Area, & Coconee Station State Historic Site) Each park is requesting 200 yards of mulch that would be pick up by the individual parks through out the course of our upcoming fiscal year. (July 1 2010- June 30 2011)

As I am sure you are aware, these Parks are great assets to Georgetown County that draw large amounts of visitors and serve as an economic catalyst. The donation of mulch would help each of the Parks fulfill the mission of the State Park Service, " To encourage people to discover South Carolina's state parks by providing resource-based recreational and educational opportunities that emphasize the conservation, protection and interpretation of the state's natural and cultural resources." by giving each park a way to combat soil compaction and erosion in high use areas such as picnic areas and campgrounds. If each park is to continue to draw the visitation that they do, we must have a product that our guest want to return to. Our product is Coconee County's resources that we have been entrusted to protect, and that is why we are asking for the Council's support in this matter.

If you have any question please feel free to contact me. Thank you for your consideration and assistance with this matter.



Nevin Evans
Devils Fork State Park
Park Manager
161 Holcombe Cr.
Salem, SC 29676
864-344-2839

Shaping and Sharing a Better South Carolina

Visit our website to sign up for our e-newsletter
(<http://www.southcarolinaparks.com/enewsletter.aspx>) and to view our hot
deals (<http://www.southcarolinaparks.com/hotdeals/packages.aspx>) on cabins and camping this
summer.

<https://mobile.scpvt.com/owa/redirect.aspx?C=5aa6d51307d2489c93f64d77148c9&ad=00&=http%3a%2f%2fwww.southcarolinaparks.com%2f>



worklink

Connecting Companies & Employees

• 1998 • • 2008 • • 2008 •

April 15, 2010

Reg Dexter, County Council Chair
Oconee County Council
415 South Pine Street
Walhalla, SC 29691

Dear Mr. Dexter:

The WorkLink Workforce Investment Board was filled and certified by the Governor on August 15, 2000. It is the responsibility of the County Councils to appoint all members of the Workforce Investment Board. Oconee County has the following position that needs to be reappointed: one (1) Housing and Urban Development position, which is a federally mandated partner required to serve on the local board.

Melvin Martin has agreed to be reappointed for another three-year term. His term will be July 1, 2010 - June 30, 2013.

Please notify me in writing if he is approved for reappointment. Thank you for your continued support of the Board's work. If you have any questions, you may contact me at (864) 636-3458.

Sincerely,



Nita Colman
Executive Director



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: June 1, 2010
COUNCIL MEETING TIME: 7:00 PM**

ITEM TITLE OR DESCRIPTION:

To approve and issue a purchase order to Ard, Wood, Holcombe & Slate of Greenville, SC, for architectural services for the renovations to the Oconee County Courthouse in the amount of \$106,459.00. This amount includes certain estimated allowances and a contingency of ten percent.

BACKGROUND OR HISTORY:

Ard, Wood, Holcombe and Slate was selected as the architectural firm to assist the County in resolving ADA issues with the Courthouse per the findings of the US Department of Justice report. They have been under contract with the County since 2007 for this project, assisting in design modifications, as-built drawings, and dimension solutions for ADA compliance, utilizing fees for services previously set forth in the award of RFQ 06-17 for Professional Services. Staff recommends that a new PO be opened to AWHS for the remainder of this project. AWHS will continue to work directly with the County, as the "owner's advocate" throughout the renovation construction until the close out of the Courthouse project. They will produce working drawings, secure the required permit and code variances, and coordinate work with the on-site contractor.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2010-02 guidelines? Yes

STAFF RECOMMENDATION:

Staff recommends that Council approve the issuance of a new PO to Ard, Wood, Holcombe & Slate in the amount of \$106,459.00.

FINANCIAL IMPACT:

This purchase will be funded with settlement amounts from M.B. Kahn Construction Company, Inc., and F. J. Clark, Inc., and the balance from the Capital Projects fund.

ATTACHMENTS

1. Proposal from Ard, Wood, Holcombe and Slate.

Reviewed By/ Initials:

_____ County Attorney

VB Finance

N/A Grants

RC Procurement

Submitted or Prepared By:

Robert Courtright
Department Head/Elected Official

Approved for Submittal to Council:

Gene Klugh
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.





550 Olive Street
 Orange County
 1015 Wood Road SE
 Walla Walla, WA 99054

102 Orange County Courthouse
 Remodel work for DOJ, Report
 Walla Walla, WA

Dear Mr. Tolson:

Thank you for allowing our firm to perform our services.

After several meetings to estimate the work and time involved, we agree to produce the work under the following terms: we will provide the services, normal working conditions, on-site construction supervision, design, and final review of project with Sacramento Construction, Department of Justice, City of Walla Walla and Project Architects for other the relevant parties of agency.

1) Base Fee Architectural	\$51,757.00
2) Credit for Previous Work	(\$2,187.00)
3) Adjusted Additional Fee	\$63,570.00
4) Engineering (Civil/Plumbing/Electrical)	\$20,233.00
5) Documentation for eeking code Variance from City of Walla Walla	(\$ 9,500 Construction)
6) Close-out of project (Kiosk design, DOJ, City of Walla Walla, Agency Office)	(\$ 3,330 Construction)

We do not include any interior design, 3D Art, Furniture, lighting or other cost of construction. Our work will be done on normal business hours and conditions in Orange County.

We expect the work to take 10-15 weeks to complete and construction to take 15 weeks.

Please call or email us if you need additional information.

Sincerely,

ATE WOOD, HOI CANDE & BERTE ARCHITECTS INC.

DATE: 08/08/2018



AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 1, 2010
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

To approve Change Order #19, not to exceed the amount of \$2,031,411.00 to M. B. Kahn Construction Company, Inc. of Greenville, SC, per the award of Bid 01-01, Courthouse Construction, contingent on successful completion of items listed in the next paragraph. This change order is to complete renovations to bring the Courthouse into compliance with the ADA requirements as specified by the U.S. Department of Justice.

Staff also recommends Council approve the amended settlement agreement between the County and M. B. Kahn, contingent on successful completion of a settlement agreement with the U.S. Department of Justice pertaining to this matter, and recommends Council approve completion of that settlement agreement with U.S. Department of Justice, which M.B. Kahn settlement agreement specifically references this change order as part of the settlement.

BACKGROUND OR HISTORY:

Bid 01-01 was opened July 24, 2001, awarded to M. B. Kahn Construction Company and approved by Council August 7, 2001. Construction was completed in May of 2003 and during this process a total of 18 change orders were issued. The US Department of Justice issued an audit of the facility in August of 2003 listing numerous ADA violations. The purpose of Change Order #19 is to make the needed changes to the Courthouse to bring it into compliance with ADA guidelines and also to correct some design issues within the courtrooms and the HVAC systems that were discovered after the Courthouse opened. Completion of settlement agreements with M.B. Kahn and the U.S. Department of Justice are a part of this Change Order process.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:
Does this request follow Procurement Ordinance #2010-02 guidelines? Yes

STAFF RECOMMENDATION:

Staff recommends the approval of the M.B. Kahn settlement agreement, with agreed upon work to be approved by the U.S. Department of Justice per agreement with the County, and the approval of Change Order #19, and the approval of a settlement agreement with the U.S. Department of Justice consistent with this Change Order, and the issuance of a new purchase order to M. B. Kahn Construction Company, Inc. of Greenville, SC, not to exceed the amount of \$2,031,411.00, per the award of Bid 01-01, Courthouse Construction, and the revised contract.

FINANCIAL IMPACT:

This renovation project will be funded with the settlement amounts from M. B. Kahn and P. J. Clark, Inc., and the balance from the Capital Projects fund.

ATTACHMENTS

- 1. Change Order #19

Reviewed By/ Initials:

County Attorney _____ Finance JK Grants N/A Procurement PL

Submitted or Prepared By:

Robyn Cantelero
Department Head/Elected Official

Approved for Submittal to Council:

Gene Klugh
Gene Klugh, 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.



AIA[®] Document G701[™] – 2001

Change Order

PROJECT: <i>(Name and address)</i> Oconee County Courthouse 285 Main Street Walhalla, SC 29691	CHANGE ORDER NUMBER: 19	OWNER: <input type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i> MB Kahn Construction Co., Inc. PO Box 8309 Greenville, SC 296074	DATE: 5-20-10	ARCHITECT: <input type="checkbox"/>
	ARCHITECT'S PROJECT NUMBER: 2000-03 AWHS (07) 1-128	CONTRACTOR: <input type="checkbox"/>
	CONTRACT DATE: 8-8-2001	FIELD: <input type="checkbox"/>
	CONTRACT FOR: General	OTHER: <input type="checkbox"/>

The Contract is changed as follows:

(Include, where applicable, any undeposited amount attributable to previously executed Construction Change Directives)

Conditions of work as observed by US Department of Justice and per court settlements; settlement with USDOT, and per M.B. Kahn change proposal dated _____. Work will be scheduled to maintain Court House operations and per mutually agreed construction schedule of work per floor and other adjacent areas.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 6,868,800.00
The net change by previously authorized Change Orders	\$ 342,800.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 7,211,600.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 2,031,411.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$ 9,243,011.00
The Contract Time will be (increased) (decreased) (unchanged) by	(329) days
The date of Substantial Completion as of the date of this Change Order therefore is	To Be Determined

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER

<u>Ard, Wood, Holcombe & Slate, Inc.</u> ARCHITECT <i>(Firm name)</i> 50 South Richardson St. Greenville, SC 29601 ADDRESS	<u>M.B. Kahn Construction Co., Inc.</u> CONTRACTOR <i>(Firm name)</i> PO Box 8309 Greenville, SC 29604 ADDRESS	<u>Oconee County</u> OWNER <i>(Firm name)</i> 435 South Pine St. Walhalla, SC 29691 ADDRESS
<u>Danny N. Ard</u> <i>(Typed name)</i>	<u>[Signature]</u> <i>(Typed name)</i>	<u>[Signature]</u> <i>(Typed name)</i>
DATE _____	DATE _____	DATE _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original ensures that changes will not be disputed.

AIA Document G701[™] – 2001. Copyright © 1978, 1987, 2000 and 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] document is protected by U.S. Copyright Law and International Trademark. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchases are permitted to reproduce this document for copies of this document which are needed, to support copyright violations of AIA Contract Documents, e-mail The American Institute of Architects legal counsel, copyright@aia.org.

