



# PUBLIC COMMENT SESSION SIGN IN SHEET

OCCONEE COUNTY COUNCIL MEETING

Tuesday, October 5, 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].

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

**PLEASE PRINT**

	FULL NAME	AGENDA ITEM FOR DISCUSSION
1 x	Edalene Kelley	Kelley Bridge Rd. + 183 = Dwyer Hollow Rd
2 x	Boss Richards	Proposed North
3	<del>_____</del>	
4 x	Tom Markovich	Memorandum of Understanding
5 x	Bo Knapp	Keynote 1002 Ld
6		
7		
8		
9		
10		
11		
12		
13		
14		
15 x	B. J.	

# PETITION FROM RESIDENTS OF DOUG HOLLOW ROAD AND KELLEY RIDGE ROAD

*Mountain View Point*

We the residents of Doug Hollow Road and Kelley Ridge Road oppose having a restaurant in the middle of a residential area because we feel it will have an adverse affect on the residents in this area. The extra traffic would not benefit the community and we feel that this would also make our property values decrease. Also, we oppose the closing of the Old Walhalla 183 on the ~~Pickens~~ <sup>Greenville</sup> side due to the fact it will prevent residents who have children from a ~~shorter~~ <sup>shorter</sup> point for the school bus. In addition, it will stop residents from having access to putting in their boats which we have been using since 1969.

1. <i>Rachel Kelley</i>	21. <i>Jamela Forest</i>
2. <i>Jesse J. Hill</i>	22. <i>Mike Kelly</i>
3. <i>Edalene Kelley</i>	23. <i>Kenny Cain</i>
4. <i>K. V. (Be) Kapp</i>	24. <i><del>Ken Cain</del></i>
5. <i>F. W. Koochel</i>	25. <i>Kandace Cain</i>
6. <i>Jenny Crawford</i>	26. <i>Kellie Smith</i>
7. <i>James S. Harkness</i>	27.
8. <i>Benny Steele</i>	28.
9. <i>Ray Hart</i>	29.
10. <i>Esther Childs</i>	30.
11. <i>Jessie L. Childs</i>	31.
12. <i>Mike Childs</i>	32.
13. <i>ROBERT &amp; BAILE ALFEEGOTT</i>	33.
14. <i>RUSSELL PERVIS</i>	34.
15. <i>BOB &amp; DOTTIE JOURNAL</i>	35.
16. <i>Kathy L. Kelly</i>	36.
17. <i>Don Kelly</i>	37.
18. <i>John Marshall</i>	38.
19. <i>Nancy St. Portaw</i>	39.
20. <i>Ralph H. Portaw</i>	40.

**From:** Kristie Burrows (kburrows@entek-inc.com)  
**To:** psunshine@att.net;  
**Date:** Wed, September 29, 2010 6:01:22 PM  
**Cc:**  
**Subject:** Proposed Restzurant

Pamela:

We are on our way out of the country for a few days. Can you take this E-mail with my note that I oppose the action to develop property at the end of Doug Hollow Road?

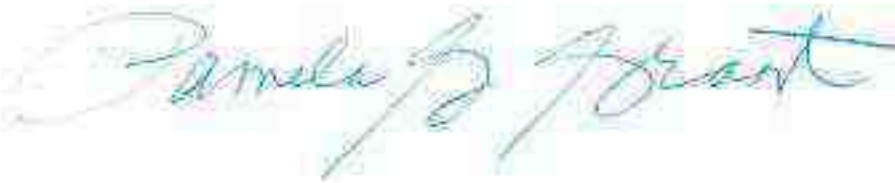
Thanks,  
Kristie and Pat Burrows  
256 Mtn. View Pointe Dr.  
Seneca, SC 29672

October 5, 2010

To Oconee County Council:

I, Pamela Grant, at 950 Ola Mae Drive Seneca ( S,C) 29672, pronounce my opposition to the closing of Doug Hollow Road, the deeding of the road to the county or Mr. Cottingham, and the opening of a restaurant for the following reasons;

- 1.) This would close off the school bus turn around for this community,
- 2.) Traffic by vehicle and boat would escalate,
- 3.) This is the only boat launch access that the community has available.









OCONEE COUNTY COUNCIL  
ABSTENTION FORM

Council Member Name:

Wayne McCall  
(Please Print)

Council Member Signature:



Meeting Date:

10/5/10

Item for Discussion/Vote:

9/18/10 Minutes

Reason for Absention:

I was not present for original meeting/discussion

I have a personal/familial interest in the issue.

Other:

  
Elizabeth G. Hulse  
Clerk to Council

*[This form to be filed as part of the permanent record of the meeting.]*

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
**PROCLAMATION 2010-03**

**NATIONAL FRIENDS OF LIBRARIES WEEK**

**Whereas**, Friends of the Oconee County Public Library raise money that enables our library to move from good to great -- providing the resources for additional programming, much needed equipment, support for children's summer reading, and special events throughout the year;

**Whereas**, the work of the Friends highlights on an on-going basis the fact that our library is the cornerstone of the community providing opportunities for all to engage in the joy of life-long learning and connect with the thoughts and ideas of others from ages past to the present;

**Whereas**, the Friends understand the critical importance of well funded libraries and advocate to ensure that our library gets the resources it needs to provide a wide variety of services to all ages including access to print and electronic materials, along with expert assistance in research, readers' advisory, and children's services;

**Whereas**, the Friends' gift of their time and commitment to the library sets an example for all in how volunteerism leads to positive civic engagement and the betterment of our community;

**Now, therefore, be it resolved that** Oconee County Council proclaims October 17-23, 2010, as Friends of Libraries week in Oconee County, South Carolina and urges everyone to join the Friends of the Library and thank them for all they do to make our library and community so much better.

**PROCLAIMED** in meeting, duly assembled, this 5<sup>th</sup> day of October, 2010.

**FOR OCONEE COUNTY:**

---

Reginald T. Dexter  
Chairman, Oconee County Council

**ATTEST:**

---

Elizabeth G. Hulse  
Oconee County Clerk to Council

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: October 5, 2010  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE [Brief Statement]:**

RESOLUTION R2010-14 "A RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF A DRAINAGE EASEMENT AND RIGHT-OF-WAY AGREEMENT; APPROVING AND AUTHORIZING WORK UPON PROPERTY WITHIN THE DRAINAGE EASEMENT AND RIGHT-OF-WAY GRANTED TO THE COUNTY PURSUANT TO THE AGREEMENT; AND OTHER MATTERS RELATED THERETO"

**BACKGROUND DESCRIPTION:**

The Resolution R2010-14 and Drainage Easement and Right-of-Way Agreement between Broadus E. Thomas and Oconee County are a result of County Council directing staff to resolve Mr. Broadus E. Thomas's drainage issues.

Transportation Committee Meeting May 18, 2010

Discussed Mr. Thomas's drainage issues along SIRRINE STREET (SE-90) near the Utica Mill Village, near Seneca.

County Council Meeting June 1, 2010

Councilman Thrift directed staff to resolve Mr. Thomas's drainage issues along SIRRINE STREET (SE-90) and address several concerns of County Attorney Martin to be discussed at the next Transportation Committee Meeting.

Transportation Committee Meeting July 1, 2010

County Attorney Martin concerns were answered and accepted. Staff was directed to resolve Mr. Thomas's drainage issues.

Staff then designed and located a storm drainage system, had the property surveyed to locate the required drainage easement, and then assisted the County Attorney prepare a resolution and a drainage easement and right-of-way agreement to legally place, construct and maintain the storm drainage system (pipe and catch basins).

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

A prior County Supervisor (under the Supervisor form of government) agreed to fix the drainage issue along Mr. Thomas's property. The right-of-way deeds executed at the time were not appropriate. Staff could not fix the problem without obtaining the appropriate right-of-way.

**FINANCIAL IMPACT [Brief Statement]:**

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

**Approved by : \_\_\_\_\_ Finance**

\*\*\*Storm drainage pipe system will be paid out of "culvert" line item account under the Roads & Bridges Department approved budget.

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

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

NOT APPLICABLE

**Approved by: \_\_\_\_\_ Grants**

**ATTACHMENTS**

**RESOLUTION NO. R2010-14, DRAINAGE EASEMENT AND RIGHT-OF-WAY AGREEMENT BETWEEN BROADUS E. THOMAS AND OCONEE COUNTY**

**STAFF RECOMMENDATION [Brief Statement]:**

Adopt and Approve **Resolution NO. R2010-14** on first and final reading.

**Submitted or Prepared By:**

**Approved for Submittal to Council:**

**D. Mack Kelly, Jr., PE, PLS, CFM**

**Department Head/Elected Official**

**T. Scott Moulder, County Administrator**



STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**RESOLUTION R2010-14**

A RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF A DRAINAGE EASEMENT AND RIGHT-OF-WAY AGREEMENT; APPROVING AND AUTHORIZING WORK UPON PROPERTY WITHIN THE DRAINAGE EASEMENT AND RIGHT-OF-WAY GRANTED TO THE COUNTY PURSUANT TO THE AGREEMENT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is empowered by the constitution and the laws of the State of South Carolina to own, hold and acquire interests in real property; and

WHEREAS, certain easement rights were granted to and accepted by the County pursuant to that certain Permanent Easement ("Prior Easement") made by Broadus E. Thomas ("Grantor"), a citizen and resident of the County, to and in favor of the County for the purpose of allowing the County to install and maintain one or more subterranean stormwater drainage lines or pipes and any necessary related improvements and equipment to intercept stormwater from Gammell Street (SE-91) in the County and conduct it beneath certain property owned by Grantor in the County ("Affected Property"); and

WHEREAS, Oconee County Council ("Council") believes that the Prior Easement is inadequate and does not create the rights and obligations between the Grantor and the County for the purposes for which the Prior Easement was intended; and

WHEREAS, the Grantor and the County wish to execute and enter into a legally sufficient drainage easement and right-of-way agreement which will replace and terminate the Prior Easement; and

WHEREAS, Council has reviewed and approved the Drainage Easement and Right-of-Way Agreement now before Council ("Agreement"), a copy of which is attached hereto as Exhibit A, and desires to state that (i) the work to be performed by the County as contemplated by the Agreement is to be performed to address a drainage matter occurring within the road right-of-way of the County within the meaning of Oconee County Ordinance No. 2010-28 ("Ordinance"), (ii) the Easement Area (as such term is defined in the Agreement) shall constitute a County right-of-way within the meaning of the Ordinance, and (iii) such work is for a public purpose, and as such, the rights and obligations of the Grantor and the County under the Agreement is in all respects permissible under and in conformity with the requirements of the Ordinance and all other ordinances of the County.

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

1. The Agreement is hereby approved and Council hereby authorizes and directs the County Administrator to execute and deliver the Agreement on behalf of the County, with such minor changes or revisions as the County Administrator may approve, 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, execution by the County Administrator to be deemed conclusive evidence of such approval.

2. The work to be conducted within the Easement Area as contemplated by the Agreement is approved and authorized as being for a public purpose and within the public right of way.
3. The County Administrator is authorized and directed to take any lawful action, or to direct any other County employee subject the County Administrator's control or supervision to take any lawful action, the County Administrator shall deem necessary or appropriate in his discretion in furtherance of (a) the execution, delivery and recordation of the Agreement in the office of the Register of Deeds, and (b) the performance and completion of the work to be performed within the Easement Area as contemplated by this Resolution and the Agreement.
4. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
5. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
6. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED in meeting duly assembled, this 5<sup>th</sup> day of October, 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

Exhibit A

[see attached]



negligence or willful misconduct of Grantor, or anyone directly or indirectly employed by Grantor or anyone for whose acts Grantor may be liable. The foregoing notwithstanding, Grantee does not waive any immunity to which it is statutorily entitled. Such obligation will not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.

Ad valorem taxes and assessments, and other requirements or incidentals of ownership, shall be borne by the party owning the real property to which such ad valorem taxes or assessments attach.

All Drainage Improvements shall remain the property of Grantee, removable at the sole option of Grantee at any time.

The terms and provisions of this Drainage Easement and Right-of-Way shall constitute covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and inure to the benefit of the Grantee, its successors and assigns, and may not be abrogated, modified, rescinded or amended in whole or in part without the express written consent of the Grantee, its successors or assigns.

TO HAVE AND TO HOLD said Drainage Easement unto Grantee, its successors and assigns forever. Grantor hereby binds itself and its successors and assigns, to warrant and forever defend all and singular the rights, privileges, and interests above described, unto Grantee, its successors and assigns, against Grantor and against Grantor's successors and assigns, against claims brought by, through or under Grantor.

*[signature page follows]*



IN WITNESS WHEREOF, the within named Grantor, has executed this Drainage Easement and Right-of-Way Agreement this \_\_\_\_day of \_\_\_\_\_, 2010.

**WITNESSES:**

**GRANTOR:**

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

\_\_\_\_\_  
Broadus E. Thomas

**STATE OF SOUTH CAROLINA** )  
 )  
**COUNTY OF OCONEE** )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010 by Broadus E. Thomas.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_



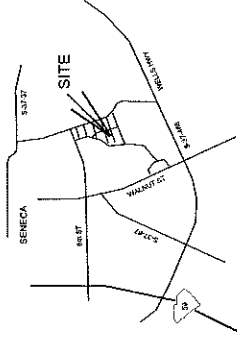
Exhibit A

[*see attached*]

PLAN PREPARED FOR:

# OCCONEE COUNTY

LOT 101 UTICA & MOHAWK COTTON MILLS SUBD.  
REF. D.B. 13-W PG. 333  
REF. P.B. H PG. 90, P.B. P-46 PG. 185  
TMP# 240-09-07-011



LOCATION MAP

ACREAGE - N/A

DATE: AUGUST 30, 2010

STATE OF SOUTH CAROLINA

COUNTY OF OCCONEE

TOWNSHIP OF SENECA

SCALE: 1" = 30'

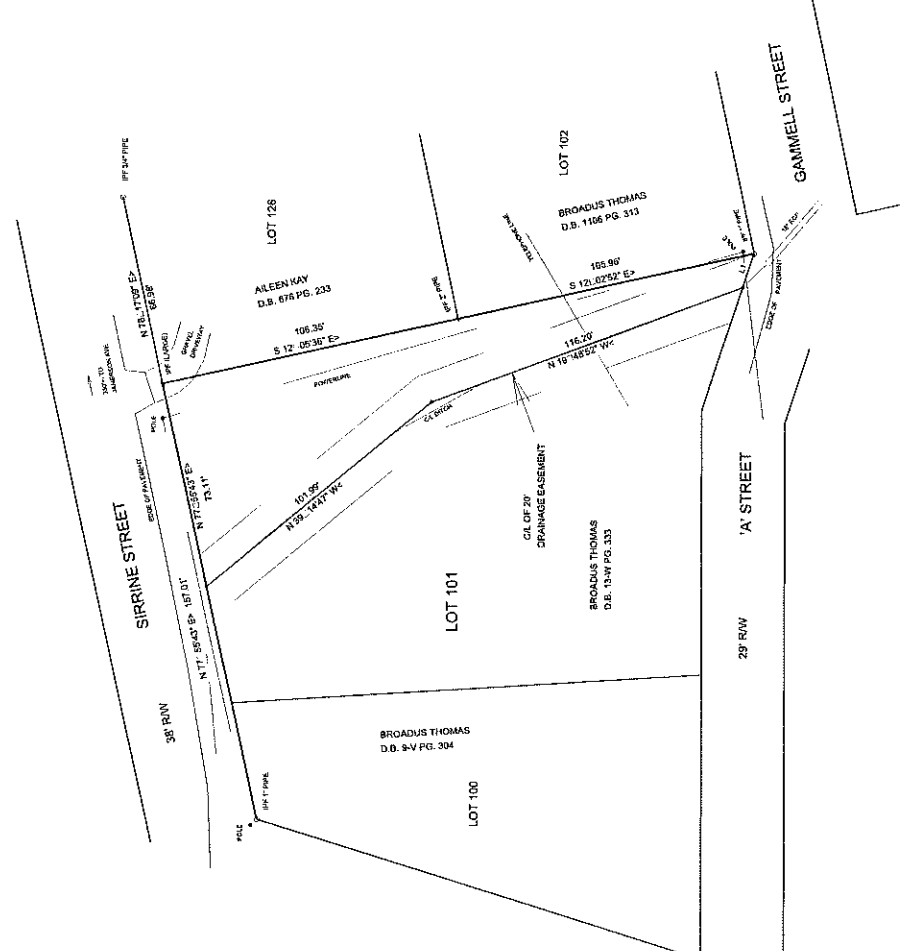
DATE: AUGUST 30, 2010

I, HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND BEETS OR EXCEEDS THE REQUIREMENTS FOR A GOOD SURVEY AS DESCRIBED HEREIN.

THERE ARE NO VISIBLE ENCUMBRANCES OR PROJECTIONS OTHER THAN SHOWN. THE HOUSE SHOWN IS NOT LOCATED IN A FLOOD PRONE AREA.



LINE	BEARING	DISTANCE
1.	N 77° 25' 15" W	12.53



NOTE: THIS PROPERTY IS SUBJECT TO ALL EASEMENTS & ROWS OF RECORD.

© COPYRIGHT BY  
GREGORY BLAKE SOSEBEE P.L.S.# 14819  
15547 WELLS HWY. SENECA, S.C. 29678  
TELEPHONE (864) 882-0024

PROJECT: COU0000 JOB#16-1975-B-0

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2010-28**

**AN ORDINANCE CREATING A STANDARD SET OF PROCEDURES AND POLICIES FOR THE CONSENT OF OCONEE COUNTY COUNCIL TO THE PROPOSED ABANDONMENT AND CLOSURE OF PUBLIC ROADS IN OCONEE COUNTY, SOUTH CAROLINA; REQUIRING PHYSICAL NOTICE THEREOF; SETTING THE REQUIREMENTS FOR THE ABANDONMENT AND CLOSURE OF PUBLIC ROADS IN OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, Oconee County, a body politic and corporate and political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "County Council"), is responsible for the creation, management, upkeep, maintenance, and safety of public roads designated as County roads in Oconee County; and,

**WHEREAS**, From time to time, County Council receives requests for the abandonment and closure of County public roads and the reversion of the fee or the easement relating to such roads to the abutting property owners or to other proper parties in interest; and,

**WHEREAS**, Such abandonment and closure of County public roads may or may not be in the best public interest, but, without adequate investigation and inquiry by County Council and the County roads and bridges personnel and the Transportation Committee of the County Council, and without adequate input from members of the Oconee County public, County Council may not be able to determine the best public interest; and,

**WHEREAS**, Before any County public road may be finally and formally abandoned and closed and the underlying fee or easement transferred to any other party, an action must be brought by the private party in interest, if any, pursuant to Section 57-9-10, South Carolina Code, 1976, as amended, and following prescribed advertised notice and service of process, to have a South Carolina Circuit Court formally approve and declare such abandonment and closure; and,

**WHEREAS**, The statutory process established by such Section 57-9-10 does not require posting a physical notice on the road in question; and,

**WHEREAS**, Oconee County Council, in light of the foregoing, desires to undertake such steps as are necessary to create policies and procedures which ensure that County Council acts in the best interests of the entire Oconee County public in giving its consent for the abandonment and closure of any County public road in Oconee County; and, desires to create uniform policies and procedures for ascertaining the overall public need relating to such abandonment and closure, so that such abandonment and closure are done with uniformity and predictability, always reflecting the best interests of the Oconee County public; and, desires to ensure maximum notice is given of the proposed abandonment and closure of any County public road, by including physical posting of such notice; and desires to establish the minimum required procedures for such abandonment and closure of public roads in Oconee County:



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

1. Prior to any request for abandonment and closure of an Oconee County public road being brought before County Council, County staff, including, without limitation, the Oconee County Roads and Bridges Department, will conduct a thorough investigation, adequate to determine: whether the road in question is, or ever has been, a County road; whether the road still is a County road; whether the road is still in general public use or has been practically abandoned; whether the County has any documentation relating to the status of the road, such as a dedication of right of way or easement, or a deed, or whether such road was subject to a prescriptive easement or easement by usage; whether there is any other information which would assist County Council in determining whether the best interests of the Oconee County public will be served by consenting to the abandonment and closure of the road in question or by not so consenting. As a part of the investigatory process addressed herein, the Oconee County Roads and Bridges Department will post, adjacent to the road in question, a sign, marked so as to be as conspicuous as possible, prominently providing notice that the road, or portion thereof abutting the sign, is proposed for abandonment and closure, soliciting citizen comments concerning such proposed abandonment and closure, and providing notice of address and telephone number at the Oconee County Public Works Department to which concerned citizens may forward comments concerning such proposed abandonment and closure.

2. Following the investigation referred to in paragraph 1, *supra*, County staff will make a recommendation to the Transportation Committee of Oconee County Council, which, in turn, will make a recommendation to Oconee County Council as to whether the request for abandonment and closure should be honored or not, and provide the results of the staff investigation to County Council for its use and final determination whether the County will consent to such abandonment and closure. Included with the recommendation will be any public comments received and the recommendation(s) of County staff and the Transportation Committee.

3. County Council shall then, in public meeting, make a determination as to whether the request for abandonment and closure should be consented to by the County, acting by and through County Council, and shall signify its decision by motion, if such decision be negative, and shall signify its decision by Resolution of County Council, if such decision be positive.

4. If County Council consents to the abandonment and closure of a County public road, as addressed herein, the Resolution of County Council consenting to such abandonment and closure shall state, with particularity, the road, or section thereof, to be closed; the basis for County Council's decision to consent to the abandonment and closure of the road; and the absolute requirement that, prior to the road, or portion thereof, in question being closed, the primary private party(ies) in interest (unless the County, itself, is the party requesting the road closure, in which case the County will be the primary party in interest to comply with this Section) shall fully comply with all applicable law, including, without limitation, Section 57-9-10, South Carolina Code, 1976, as amended, and shall provide all required notice and service of process. Only upon the meeting of such conditions and the fulfillment of such procedures will the County Council consent to such abandonment and closure be considered final, and that shall be stated in such resolution.

5. The foregoing four steps of the procedure for closing and abandoning Oconee County roads shall be codified as “Section 26-9. **Road Closure and Abandonment.**” in Chapter 26 of the Oconee County Code of Ordinances. The current “Section 26-9. **Legal Provisions.**” will be numbered as Section 26-10, and subparagraph “(c) *Severability*” thereof shall be deleted.

6. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

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

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

Adopted in meeting duly assembled this \_\_\_ day of \_\_\_\_\_, 2010.

OCONEE COUNTY, SOUTH CAROLINA

---

Reginald T. Dexter  
Chairman, Oconee County Council

ATTEST

---

Elizabeth G. Hulse  
Clerk to County Council

First Reading:           September 21, 2010  
Second Reading:       October 5, 2010  
Public Hearing:  
Third Reading:

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
**ORDINANCE 2010-31**

**AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN OCONEE COUNTY REAL PROPERTY, CONTINGENT ON THE SATISFACTORY COMPLETION OF ALL DUE DILIGENCE AND CONTRACTUAL REQUIREMENTS ESTABLISHED BY OCONEE COUNTY, TO THE SATISFACTION OF OCONEE COUNTY COUNCIL; AUTHORIZING THE COMPLETION OF SUCH DUE DILIGENCE AND CONTRACTS; AUTHORIZING THE RECEIPT OF ALL LAWFUL FUNDS AUTHORIZED FOR SUCH PURCHASE; AUTHORIZING THE EXECUTION AND DELIVERY OF ALL CONTRACTS, INTERGOVERNMENTAL AGREEMENTS, AND OTHER DOCUMENTS RELATED TO SUCH PURCHASE; AUTHORIZING THE AMENDMENT OF THE CURRENT OCONEE COUNTY BUDGET ORDINANCE TO PROVIDE ACCOUNTING AND FUNDING FOR THE TOTAL COST OF CONTRACTING FOR AND PURCHASING SUCH PROPERTY; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, South Carolina (the “County”), a body politic and corporate and political subdivision of the State of South Carolina, acting by and through the Oconee County Council (the “County Council”), is authorized and empowered by Section 4-9-30, South Carolina Code, 1976, as amended (the “Code”), among other authorities, to purchase and own real property, for the benefit and well being of the County and its people; and

**WHEREAS**, Oconee County is authorized by the Code to enter into certain intergovernmental agreements with other political subdivisions of the State, to carry out the County’s authority, responsibilities, and duties under the Code, including, without limitation, economic development efforts of the County; and

**WHEREAS**, by the Code and by its own internal policies and procedures, the County is required to account for its expenditure of public funds, to provide for the accounting for such funds and their expenditure, and to appropriate such funds in accordance with the Code and County policies and procedures; and

**WHEREAS**, by the Code and by Oconee County policy and procedure, the County Council is authorized and required to enter into contracts for certain purchases involving the appropriation and expenditure of public funds; and

**WHEREAS**, the Oconee County Budget Ordinance provides the appropriation and accounting authority for the expenditure of major public funds by Oconee County Council, and, from time to time, must be amended when County Council desires to appropriate and expend public funds in addition to those previously budgeted for in the Oconee County Budget Ordinance; and

**WHEREAS**, prior to the purchase of real property, as authorized in this Ordinance, any public body, including Oconee County, must do appropriate due diligence, to ensure that public funds are being expended wisely and in the best interests of the public body and the public; and

**WHEREAS**, Oconee County, acting by and through its County Council, has identified a parcel of real property, known to Oconee County Council at the time of each of the readings of this Ordinance, which is needed to further the interests of Oconee County and its people, and is available for purchase by Oconee County; and

**WHEREAS**, Oconee County, acting by and through its County Council, desires: to explore the possibility of purchasing the parcel; to explore the facts and circumstances involving the parcel; to conduct the due diligence required for such purchase, and to authorize the purchase of the parcel, contingent on the satisfactory completion of all due diligence and contractual requirements established by Oconee County Council through the Oconee County Code of Ordinances, the Oconee County Budget Ordinance, this Ordinance, and other determinations of Oconee County Council; to explore the purchase options for the parcel of property and the funding requirements therefore; to identify the sources of funding for the parcel; to authorize the receipt of all lawful funds available to the County and authorized and available for such purchase, including, without limitation, grant funds, contributions from private entities, and contributions from other political subdivisions; to prepare all documentation related to such purchase, including, without limitation, all contractual documents, all intergovernmental agreements, and other documents related to such purchase; and, upon the successful completion of all such administrative work required for the prudent and successful purchase of such property, to authorize the expenditure of public funds for such purchase and to amend the Oconee County Budget Ordinance to provide the accounting and funding for the total cost of contracting for and purchasing such property:

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

1. The Oconee County Administrator is hereby authorized and directed to: explore the possibility of purchasing the parcel of real property concerned in this ordinance, more specifically identified as Property 3 on Exhibit A of this Ordinance; explore the facts and circumstances involving the parcel; conduct the due diligence required for such purchase; explore the purchase options for the parcel of property and the funding requirements therefore; identify the sources of funding for the parcel; accept and account for all lawful funds available to the County and authorized and available for such purchase, including, without limitation, grant funds, contributions from private entities, and contributions from other political subdivisions; prepare all documentation related to such purchase, including, without limitation, all contractual documents, all intergovernmental agreements, and other documents related to such purchase; and, bring all such matters, in the form of recommendations, back to Oconee County Council for such approval as may be required, by and through the successful enactment of this Ordinance.

2. Contingent upon the satisfactory completion of all due diligence and contractual requirements established by Oconee County Council, herein and otherwise, and upon successful enactment of this Ordinance, the Chairman of Oconee County Council and the Oconee County

Administrator are hereby authorized and directed to execute all contractual documents, all intergovernmental agreements, and all other documents related to the purchase authorized by this Ordinance, and, upon the successful completion of all such administrative work required for the prudent and successful purchase of such property, to expend the public funds authorized by this Ordinance, and more specifically as set forth on Exhibit A, hereto, for such purchase, and to complete the purchase of the parcel.

3. To the extent that any such amendment is required to comport with the funding for such purchases set forth on Exhibit A, hereto, the Oconee County budget ordinance is hereby amended so as to provide the accounting and funding for the total cost of contracting for and purchasing such properties, in the amounts as set forth on Exhibit A, hereto.

4. The Chairman of Oconee County Council and the Oconee County Administrator are hereby authorized and directed to execute, enter into, and deliver all documents necessary for the completion of the actions authorized and directed in this Ordinance, including, but not limited to, all contractual documents, all intergovernmental agreements, and all other transactional documents.

5. 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.

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

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

**[The remainder of this page left blank intentionally.]**



**ORDAINED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2010..

**OCONEE COUNTY, SOUTH CAROLINA**

(SEAL)

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:           September 7, 2010  
Second Reading:       October 5, 2010  
Public Hearing:  
Third Reading:

## **PROPERTY 1**

- A. Property description: England Property (+/- 415 acres), Hwy. 11, Oconee County
- B. Purchase price: TBD
- C. Source of funding: TBD
- D. Budget ordinance amendment required: TBD
- E. Due diligence required: TBD
- F. Contractual documents required: Purchase contract, closing documents
- G. Intergovernmental Agreement required: No

Exhibit A

FILED OCT 18 1984

SALVAGE & REPAIR  
CLERK OF COURTATTACHMENT TO DEED OF  
B. MORGAN ENGLAND TO  
ENGLAND PROPERTIES, LP (A LIMITED PARTNERSHIP)

1. Parcel No. 113-00-04-007 - (known as "the Apple Orchard") - A tract of land in Long Creek School District, County of Oconee, containing 30.36 acres, and being a portion of land described on plat prepared by E. Jay Cooper, Surveyor, dated May 26, 1984, and recorded with the records of Oconee County in Plat Book P-51 at page 11. Said tract of land is located at the northeast intersection of US Highway 76 and SC Highway 37-335, and is bound on the southwest by center line of US Highway 76, on the northwest by Horace Matheson, on the northeast and east by lands of Anderson Production Credit Association, and on the southeast by center line of SC Highway 37-339.

This is a portion of the property conveyed by Nell L. Thrift to Big Robin Farms, Inc. by deed dated March 24, 1959, filed with the records of Oconee County in Deed Book 7-U at page 131 and the interest of Betty Jane Lee, a minor, conveyed to Big Robin Farms, Inc. by deed of R.C. Carter, Judge of Probate, filed with the records of Oconee County in Deed Book 7-U at page 132. This is the same property conveyed by Anderson Production Credit Association to B. Morgan England by deed dated June 20, 1984, filed with the records of Oconee County in Deed Book 389 at page 157. The tract is SUBJECT to right-of-way of US Highway 76 and SC Highway 37-339; any utility easements located on the premises or filed of record; rights of others in the old road bed along a portion of the northern property line as shown on plat.

2. Parcel No. 221-00-01-001 - (known as "The Highway 11 England Farm") - A tract of land containing 449.20 acres, more or less, located in the Walhalla School District, Bear Swamp Community, County of Oconee, and made up of four separate tracts as follows: (1) Tract of 126 acres known as Tract No. 2 of the E. Breasale Farm as shown by a plat made by John V. Scribbling and being the identical tract conveyed to B.D. Breasale by E.D. Breasale by deed dated January 30, 1913, filed with the records of Oconee County in Deed Book 3-E at page 238. (2) Tract of 125 acres, known as Tract No. 3 of the E. Breasale tract as shown by plat by John V. Scribbling, dated June 21, 1917, and being the identical property conveyed to B.D. Breasale by Brock Breasale by deed dated June 21, 1917, filed with the records of Oconee County in Deed Book YF

at page 238. (3) Tract of 151 acres, more or less as shown by a plat by J. B. Sanders, Surveyor, dated March 1860, and being the identical lands conveyed to B. D. Breazeale by J. Merrill Sanders by deed dated February 9, 1928, filed with the records of Connee County in Deed Book EE at page 377. (4) Tract containing 71 acres, more or less, being the southern portion of the J. L. Fenwell home tract, and being the identical lands conveyed to B. D. Breazeale by William M. Fenwell by deed dated January 2, 1909, and filed with the records of Connee County in Deed Book JJ at page 388. B. D. Breazeale died in March, 1929 leaving his will wherein he devised his entire estate to Avelona A. Breazeale. This is a portion of the property conveyed by Avelona A. Breazeale to S. Mergo England by deed dated January 24, 1968, filed with the records of Connee County in Deed Book S-U at page 304.

Being the remainder of the tract containing 473 acres, more or less, after conveyances of:

A tract of land of 8.45 acres as shown by a Plat by Michael L. Henderson, R.L.S. dated May 7, 1979, and filed with the records of Connee County in Plat Book P-44 at page 301 conveyed by S. Mergo England to Carolina Conference Association of Seventh Day Adventist, Inc. by deed dated June 12, 1979 and filed with the records of Connee County in Deed Book 13-L at page 243. Also included in the conveyance is all of the right, title and interest of Grantor to those lands within the right-of-way of South Carolina Highway 11 between the center-line and the tract of land conveyed as shown by the Plat as containing 1.45 acres, more or less.

A tract of land of 1.89 acres as shown by a Plat by Michael L. Henderson, dated December 20, 1891 and filed with the records of Connee County in Plat Book A112 at page 4 conveyed by S. Mergo England to Carolina Conference Association of Seventh Day Adventist, Inc. by deed dated December 30, 1891, and filed with the records of Connee County in Deed Book 677 at page 341.

A tract of land of 5 acres, more or less, as shown by a Plat by James G. Hart, dated August 10, 1893 and filed with the records of Connee County in Plat Book A253 at page 2 conveyed by S. Mergo England to The South Atlantic District of the Christian and Missionary Alliance, Inc., and Foothills Alliance Church of

Walhalla, South Carolina, dated March 4, 1994 and filed with the records of Oconee County in Deed Book 783 at page 182.

A tract of land of 9.27 as shown by a Plat by Michael S. Henderson, dated June 21, 1994 and filed with the records of Oconee County in Plat Book A261 at page 9 conveyed by B. Malgro England to Larry L. Jelfer by deed dated July 27, 1994 and filed with the records of Oconee County in Deed Book 781 at page 159.

3. Parcel No. 219-30-03-001 - (Known as "the Craig Place") - A tract of land located in Tugaloo Township, County of Oconee, containing 160 acres, more or less and bounded as follows: Beginning at a point on public road adjoining lands of J.B. Barnett, thence along said road S 60 W 4.58; thence E 52 1/2 W 13.50; thence S 59 W 4.56; thence S 52 W 7.60 to corner; thence S 68 1/2 E 17.02 to corner; thence N 23 1/2 E 23.98 to corner; thence N 57 W 14.63; thence N 50 W 4.03; thence N 30 1/2 W 14.15 to beginning point on road as shown by plat by C.C. Myers (surveyor) dated April 11, 1926, adjoining lands of the late W.L. England, F.E. Mitchell, A.L. Gossett and others, and being the same property conveyed to W.L. England by J.T. McAllister by deed dated July 26, 1921 and filed with the records of Oconee County in Deed Book 3-1 at page 231. This is a portion of the property conveyed by W.L. England, Sallie Marie England, Marjorie E. Nickels, Lucy E. Bennett and W.J. England to B. Malgro England by deed dated August 11, 1948, recorded in Deed Book 6-B at page 131.

Less however, a 3.9 acre tract as shown by a Plat prepared by Harold W. Hawkins dated September 30, 1979, and filed with the records of Oconee County in Plat Book P-32 at page 93 conveyed by Malgro England to Charlee M. Morgan and Patsy M. Morgan by deed filed with the records of Oconee County in Deed Book 10-2 at page 115.

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: October 5, 2010  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Consideration of Planning Commission Recommendation to County Council: Initiation of Effort to Develop a Memorandum of Understanding with Duke Energy

**BACKGROUND OR HISTORY:**

Although the working relationship between Duke Energy and Oconee County has traditionally been very good, there has never been a formal agreement or document to establish the parameters of expectations. Therefore, any sharing of information, coordination of efforts in permitting, or providing information deemed pertinent by the other party has always been primarily a 'courtesy'. Due to the fact that Duke Energy interacts with a number of local governments near their projects, with varying levels of cooperation and assistance, they have developed a Memorandum of Understanding (MOU) process by which the various roles and expectations are clearly defined, allowing both parties much more certainty in their relationship. Currently, Duke Energy has MOU's with McDowell County, NC; the Town of Great Falls, SC; and the North Carolina Wildlife Commission.

The Planning Commission began discussion and consideration of the possibility of moving toward the establishment of a MOU between Duke Energy and Oconee County when the topic was referenced during a briefing by Duke Energy staff on their Shoreline Management Plan for Lake Keowee. Among the benefits considered was the desire for clarification of how Duke Energy might provide the County notice of observed violations of such things as county-required vegetative buffers; and how Oconee County staff might inform Duke Energy staff of observed violations of rules governing their project boundaries.

The Planning Commission voted unanimously to recommend County Council initiate the development of a MOU with Duke Energy.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

**STAFF RECOMMENDATION:**

Approve staff initiating discussions aimed at the development of a Memorandum of Understanding between Oconee County and Duke Energy.

**FINANCIAL IMPACT:**

None Anticipated

**ATTACHMENTS**

**Reviewed By/ Initials:**

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

**Submitted or Prepared By:**



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

**Approved for Submittal to Council:**

\_\_\_\_\_  
Scott Moulder, County Administrator

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

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

Comments For the Record regarding MOU with Duke Energy  
Art Holbrooks, Planning Director

It is common knowledge that the County and Duke Energy have worked together on a number of issues over the years, to the benefit of all parties. Such is the relationship one would hope to see between any local government and an entity that has played the role that Duke Energy has in our region. Looking forward, it is likely that the need for such cooperation will grow significantly, particularly as the County has increased its focus on areas such promoting tourism as a component of economic development, the better management of future changes related to growth and development, and the need to guard our water quality and quantity not only for our current needs, but those of generations to come. To date, however, there has been no formal document to define the roles and expectations of either party in such interaction, which has at times left staff to anticipate the best course of action based on their individual interpretation of policies. Again, to date this has worked, but given the number of joint efforts expected in coming years, this may not always prove to be the case.

The Planning Commission took up the possibility of moving toward the establishment of a Memorandum of Understanding (or MOU) between Duke Energy and Oconee County after the topic was referenced during a briefing by Duke staff on their Shoreline Management Plan. Currently, Duke maintains 3 such memoranda with other governmental agencies which address, among other issues, the manner in which Duke Energy staff provide notice of observed violations of county regulations, and in turn, how county staff inform Duke of observed violations of rules governing their project boundaries; the scope and manner of sharing data and information; and identification of mutual interests and appropriate means of cooperation.

After discussion and consideration of the matter, the Planning Commission voted unanimously to recommend County Council initiate the development of a MOU with Duke Energy.

**Staff Recommendation:** Approve initiation of discussions between County Staff and Duke Energy aimed at the development of a Memorandum of Understanding.



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: October 5, 2010  
COUNCIL MEETING TIME: 7:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Approve change order to the award of contract for professional engineering services to B. P. Barber and Associates of Columbia, SC, in the amount of \$12,800.00 for the Boundary Property Survey for the 400 acre site along SC Highway 11. This amount is in addition to the original contract amount of \$47,350.00 for preliminary engineering and environmental services for this property and now brings the total to \$60,150.00 which requires Council approval.

**BACKGROUND OR HISTORY:**

On September 14, 2010, Oconee County entered into a contract with B. P. Barber & Associates for engineering and environmental services for the 400 acre site along Highway 11. This contract included Preliminary Wetlands Delineation, Threatened and Endangered Species Survey, Preliminary Geotechnical Exploration, Cultural Resources Identification Survey, Existing Infrastructure Evaluation, LIDAR Survey and Aerial Topographic Site Survey, proposed Site Layout and Master Plan Rendering, Preliminary Opinion of Probable Cost for proposed improvements and a Site Engineering Evaluation Report. After further evaluation of the project, B. P. Barber noted that if they did the Boundary Survey at the same time they were on-site performing all the other preliminary surveys, there would be considerable cost savings to the County, rather than having the Boundary Survey done at a later date or by another company.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Under the Request for Qualifications # 06-17 for Professional Services, B. P. Barber & Associates was selected as qualified to provide Environmental and Engineering services. County Council approved a contract and fee schedule Feb 20, 2007 and this contract is in its third renewal period. The County has used B. P. Barber & Associates since 2007 for a variety of engineering projects for Oconee County.

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

Does this request follow Procurement Ordinance #2010-03 guidelines? Yes

**STAFF RECOMMENDATION:**

Staff recommends approval of a change order to B. P. Barber and Associates of Columbia, SC, in the amount of \$12,800.00 for the Boundary Property Survey for the 400 acre site along SC Highway 11. This amount is in addition to the original contract amount of \$47,350.00 for preliminary engineering and environmental services for this property and now brings the total to \$60,150.00 which requires Council approval.

**FINANCIAL IMPACT:**

There is \$100,000 budgeted in the Economic Development Capital Projects account for Professional Services.

**ATTACHMENTS**

1. Proposal from B. P. Barber & Associates for Boundary Survey (Approval)
2. Proposal from B. P. Barber & Associates for Engineering and Environmental Survey

**Reviewed By/ Initials:**

\_\_\_\_ County Attorney

\_\_\_\_ Finance

N/A

\_\_\_\_ Grants

RC

\_\_\_\_ Procurement

**Submitted or Prepared By:**

Dept. Head/Elected Official

**Approved for Submittal to Council:**

Scott Moulder, County Administrator

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

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



**AMENDMENT TO Proposal to Provide Engineering Services**

**Project No.:** BPH 09420

**Project Name & Location:** Engineering & Environmental Services Related to the 400 Acre site along SC Highway 11 in Oconee County, South Carolina

**Amendment Date:** September 27, 2010

This Amendment amends the Proposal to Provide Engineering Services dated September 14, 2010 between BP Barber and the Oconee County and becomes part of such Proposal by authorizing BP Barber to provide the following additional services:

- Prepare a Boundary Survey for the above referenced project:
  - \$12,800.00

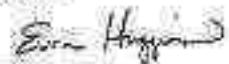
The above services will be provided for a fee of: \$12,800.00 (Twelve Thousand Eight Hundred dollars and No Cents).

IN WITNESS WHEREOF, BP Barber and the \_\_\_\_\_ have executed this Amendment effective as of the day and year first written above.

WITNESS:



**BP BARBER**

By:   
Signature of Authorized Agent

Eric Higgins, P.E.  
Print Name of Authorized Agent

Title: Regional Office Manager

**OCONEE COUNTY**

By: \_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Print Name of Authorized Agent

Title: \_\_\_\_\_

ENGINEERING AGREEMENT

Oconee County Economic Development  
Commission  
502 East Main Street  
Walhalla, SC 29691  
Attn: Mr. Jim Alexander

BP Barber (hereinafter called the "ENGINEER") hereby proposes and agrees to serve as consulting engineers for Oconee County Economic Development Commission (OCEDC) (hereinafter called the "CLIENT") in the completion of engineering and environmental services related to the 400 acre site along SC Highway 11 in Oconee County, South Carolina (hereinafter called the "Project"). The compensation to the ENGINEER for this project is \$47,350 based upon Scope of Services outlined in Section B. The compensation for individual tasks is outline in Section D. Any engineering services requested which are not a part of this Agreement can be completed as a Special Service, which are described in Section C. The ENGINEER will endeavor to complete these services within sixty (60) days. The CLIENT acknowledges and understands that achieving this timeline involves factors beyond the control of the ENGINEER, including, but not limited to, governmental agencies, subconsultants, and weather delays. The ENGINEER proposes to assist and advise the CLIENT as specifically set forth below. The services to be performed by the ENGINEER under this Agreement are intended solely for the benefit of the CLIENT and no other entity shall have any claim against the ENGINEER because of this Agreement or the ENGINEER'S performance or nonperformance of services hereunder. Nothing contained herein shall confer any rights or create any duties on the part of the ENGINEER toward any person or persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them. The ENGINEER'S services shall be performed in a manner consistent



ENGINEER shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

The CLIENT shall provide access to and make all provision for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this Agreement. The ENGINEER may rely upon the CLIENT's instructions for such access and, should these instructions be in error, the CLIENT shall hold the ENGINEER harmless from any liability directly resulting from said erroneous instructions.

A. Description of Project

The Project consists of assisting the CLIENT in developing a 400 Acre Site along SC Highway 11 in Oconee County, South Carolina into a potential Mixed Use Industrial/Recreation Center. This project shall include the study and documentation of various environmental and engineering issues to evaluate the Site's feasibility for industrial development. The ENGINEER has previously completed a Phase I Environmental Site Assessment (ESA) on the Site and therefore this service has not been included within this Agreement. It is also assumed that a complete Boundary Survey will be provided by the CLIENT. In addition, based on an initial review of the Site a Phase II ESA will not be necessary; therefore, this is not included within this Agreement.

Attachment "B" of this Agreement shows, generally, the location of the proposed Project.

B. Services to be Provided by the ENGINEER

The ENGINEER shall assist the CLIENT with the Project by providing various services as follows:

1. Preliminary Wetlands Assessment/Delineation and Survey

The ENGINEER will coordinate a Wetland Delineation and conduct a Wetlands Survey/Plat for the Site. The delineation and survey will identify and define jurisdictional wetlands within the property boundaries. This delineation will include the flagging of wetland boundaries, preparation of Wetland Determination Application to be submitted to the U.S. Army Corps of Engineers (USACE), coordination of on-site meetings with USACE, and the submittal of the wetlands boundaries survey to the USACE for their approval.

include the flagging of wetland boundaries, preparation of Wetland Determination Application to be submitted to the U.S. Army Corps of Engineers (USACE), coordination of on-site meetings with USACE, and the submittal of the wetlands boundaries survey to the USACE for their approval.

2. Threatened and Endangered Species Survey

The ENGINEER will coordinate a Threatened and Endangered Species Survey to evaluate the presence or potential presence of threatened or endangered species as related to the industrial development of the Site. The ENGINEER will review and provide a summary of findings. The report will be submitted to USEWS for verification and concurrence.

3. Preliminary Geotechnical Exploration

The ENGINEER will coordinate a Preliminary Geotechnical Exploration to review the subsurface properties of the Site. This exploration will include fifteen (15) soil borings to a depth of twenty (20) feet and five (5) borings to a depth of thirty (30) feet, one (1) seismic bore to a depth of thirty (30) feet, and preliminary analysis of the site preparation, appropriate foundation types, groundwater depths, and bearing capacities, pavement types, and potential stripping or undercutting depths. The ENGINEER will review and utilize the information obtained from the Preliminary Geotechnical Exploration for planning purposes to verify if any soils conditions may inhibit the development of the property. In addition to these tasks, the Consultant will determine the Site's Seismic Classification to quantify the liquefaction potential of the on-site soils.

4. Cultural Resources Identification Survey (CRIS)

The ENGINEER will coordinate a CRIS based upon the Memorandum of Understanding (MOU) between the South Carolina Department of Commerce and State Historic Preservation Office (SHPO). This report will identify any cultural or archeological sites are located within the Site and if these would be impacted by future development. This step also is necessary to prepare for any potential grants, wetland impacts, or federal funding. The ENGINEER will provide recommendations concerning the findings.



5. Existing Infrastructure Evaluation

The ENGINEER shall perform the tasks associated with documenting the availability and capabilities of the infrastructure serving the Site, including water, and wastewater. A report will be prepared to compare the current water and wastewater capacities of the existing infrastructure within the area and ability to support any future demands for the Site.

6. LIDAR Formatting/Mapping

The ENGINEER will utilize Oconee County LIDAR survey to develop an aerial topographic survey of the site. This survey can be used to determine elevations and slopes of the land surface within the property, and used for preliminary design of water, wastewater, stormwater and roadway infrastructure. The LIDAR formatting will be completed with 2-foot contour intervals.

7. Proposed Site Layout/Master Plan Rendering

The ENGINEER will utilize mapping, field visits, and existing infrastructure to plan infrastructure improvements to the Site. One (1) Preliminary Layout will be prepared in cooperation with the County staff to illustrate the locations of the recommended initial infrastructure improvements, such as roadway, water, and wastewater. In addition, one (1) color rendering of the proposed layout will be provided as additional marketing material for the CLIENT.

8. Preliminary Opinion of Probable Cost

The ENGINEER shall provide an Opinion of Probable Cost for the proposed improvements described in Task 7 described above.

Based on information contained in the Site Engineering Evaluation Report, the ENGINEER shall submit an opinion of the probable cost for the Project including construction costs, contingencies and other related items. Any evaluations of the budget for the project, the preliminary estimate of the probable cost and any updated estimates of the probable cost prepared by the ENGINEER represent the ENGINEER'S judgment as a design professional familiar with the construction industry. Since the ENGINEER has no control over the cost of labor, materials, equipment, or the Contractors methods of determining price or competitive bidding, the ENGINEER cannot and does not warrant or guarantee that proposals, bids, or the Project construction cost will not vary from the ENGINEER'S opinion of the probable cost of the Project.

9. Site Engineering Evaluation Report

The ENGINEER shall compile and summarize all of the information gathered in the completion of the tasks discussed above and make engineering recommendations necessary for the development of the Industrial Site. As part of the Report, the ENGINEER shall provide all documents on a CD which can be provided to any potential prospect for their information.

Under the section of this Agreement entitled "Compensation", costs are included for providing three sets of completed documents to the CLIENT for its use. The ENGINEER will provide the necessary number of documents to the various permitting and/or approval agencies listed above at no additional cost to the CLIENT.

C. Special Services

In addition to the foregoing services, the following special services may be required:

- I. Laboratory tests, well tests, specialized geological, hydraulic or other studies may be recommended by the ENGINEER. The cost of such tests and/or studies shall be borne by the CLIENT; provided, however, that the CLIENT shall be advised of and give consent to such tests and/or studies prior to their being made.

2. Necessary preparation of additional sketches, maps, plats, etc., for easements, litigation, or other reasons not specified in Items B, C, D, E and F, shall be provided by the ENGINEER, if requested by the CLIENT.
3. Redesign done by the ENGINEER at the request of the CLIENT.
4. Services during re-advertisement for bids for construction.
5. Assistance in obtaining and administering funding for the Project.
6. Applications for encroachment permits within railroad rights-of-way.
7. City and/or County Planning Commission or other planning authority approvals.
8. Permits and permit fees not covered under Item C.
9. NPDES permitting assistance.
10. Preparation of Record Drawings in electronic format.
11. Preparation of plans and specifications for "Alternate" bid items.
12. Assistance with administering "Liquidated Damages" or other construction penalties.
13. Construction contract negotiations after bids are received.
14. Other assistance or services as requested by the CLIENT and not specifically provided for herein.
15. Certification of Industrial Sites.
16. Design, surveying or planning of any site development improvements related to this project or any future projects as directed by the OWNER; such as, water or wastewater system improvements; stormwater management improvements or flood studies; roadway improvements, traffic studies or traffic signal design; site grading plans; site conceptual planning; environmental studies; or coordination of multimedia presentations.



D. Compensation

The CLIENT shall compensate the ENGINEER for his services under this Agreement in accordance with the following:

1. For Services rendered under Item B, compensation to the ENGINEER shall be as follows:
  - a. For Item B.1., Preliminary Wetlands Assessment/Delineation and Survey, a lump sum fee of \$18,250.
  - b. For Item B.2., Threatened & Endangered Species Survey, a lump sum fee of \$1,100.
  - c. For Item B.3., Preliminary Geotechnical Exploration, a lump sum fee of \$7,500.
  - d. For Item B.4., Cultural Resources Identification Survey (CRIS), a lump sum fee of \$6,500.
  - e. For Item B.5., Existing Infrastructure Evaluation, a lump sum fee of \$3,000.
  - f. For Item B.6., LIDAR Formatting/Mapping, a lump sum fee of \$1,000.
  - g. For Item B.7., Proposed Site Layout/Master Plan Rendering, a lump sum fee of \$2,500.
  - h. For Item B.8., Preliminary Opinion of Probable Cost, a lump sum fee of \$2,000.
  - i. For Item B.9., Site Engineering Evaluation Report, a lump sum fee of \$5,500.
2. For services rendered under Item C - Special Services, compensation to the ENGINEER shall be on an hourly basis in accordance with the Hourly Rate Schedule of Attachment "A" enclosed herewith.
3. The CLIENT agrees to make payment, in full, to the ENGINEER within fifteen days of the date of the ENGINEER's invoice.
  - a. The ENGINEER may submit, not more frequently than monthly, periodic payment requests for services completed to date.
  - b. If payment is not made within fifteen days, the CLIENT agrees that the ENGINEER shall be due interest (beginning fifteen days after the date of the invoice) on the unpaid balance at the rate of one and one-half percent per month.



- c. If payment, in full, is not received by the ENGINEER within thirty days of the date of the invoice, the ENGINEER may cease to provide services on the Project until such time as payment, in full, is received. The CLIENT agrees to indemnify and hold the ENGINEER harmless for any claims or liability resulting from such interruption of services.
- d. The CLIENT agrees that the ENGINEER may, at its option, request prepayment of the ENGINEER's estimated amount of final payment prior to issuing the ENGINEER's certifications of Project completion to permitting and/or approval agencies.

F. Termination of Agreement for Cause

If, through any cause, the ENGINEER shall fail to fulfill, in as timely and proper a manner as is consistent with the professional standard of care, his obligations under this Agreement, or if the ENGINEER shall violate any of the covenants, agreements or stipulations of this Agreement, the CLIENT shall thereupon have the right to terminate this Agreement by giving at least seven (7) days written notice to the ENGINEER of such termination and specifying the date of such termination.

F. Termination for Convenience of CLIENT

The CLIENT may terminate this Agreement at any time by providing at least a seven-day notice in writing from the CLIENT to the ENGINEER. If the Agreement is terminated by the CLIENT as provided herein, the ENGINEER will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the ENGINEER covered by this Agreement, less payment of compensation previously made. If this Agreement is terminated due to the fault of the ENGINEER, Section F hereof relative to termination shall apply.

G. Agreed Remedy

The CLIENT agrees that the ENGINEER's liability for damages on account of errors, omissions, or other professional negligence will be limited to a sum not to exceed a maximum of the total amount of Compensation for the services provided.

H. Waiver of Subrogation

The CLIENT and the ENGINEER waive all rights for damages each against the other and against the contractors, consultants, agents and employees of the other, but only to the extent covered by property insurance during or after construction except such rights as they may have to the proceeds of such insurance. The CLIENT and the ENGINEER each shall require similar waivers from their contractors, consultants and agents.

I. Ownership of Documents

All documents, including, but not limited to, drawings, specifications, reports, plans, boring logs, field notes, laboratory test data, calculations and estimates prepared by the ENGINEER are *Instruments of Service* for use solely with respect to this Project. **This includes all documents in electronic form.** The ENGINEER shall be deemed the author and owner of the *Instruments of Service* and shall retain all common law, statutory, and other reserved rights, including copyrights. Further, the *Instruments of Service* shall not be sold or distributed to any third party without the express written permission of the ENGINEER.

The CLIENT agrees that all documents of any nature furnished to the CLIENT or the CLIENT'S agents or designees, if not paid for, will be returned upon demand and will not be used by the CLIENT for any purpose whatsoever. The CLIENT further agrees that under no circumstances shall any documents produced by the ENGINEER, pursuant to this Agreement, be used for future additions or alterations to this Project or at any other Project not expressly provided for in this Agreement without the express written permission of the ENGINEER. At the request and expense of the CLIENT, the ENGINEER will provide the CLIENT with copies of documents created in the performance of the ENGINEER'S services for a period not exceeding five years following submission of the services contemplated by this Agreement.



Any reuse or distribution to third parties without the express written permission of the ENGINEER is prohibited. Such reuse or distribution to third parties will be at the CLIENT'S sole risk and without liability to ENGINEER or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. CLIENT shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless ENGINEER from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

I. Successors and Assigns

The CLIENT and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants to this Agreement, except as above, neither the CLIENT nor the ENGINEER shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and the ENGINEER. Provided, however, that claims for money due or to become due the ENGINEER from the CLIENT under this Agreement may be assigned to a bank, trust company or other financial institution or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CLIENT. The ENGINEER shall not, in connection with any such assignment by the CLIENT, be required to execute any documents that in any way might, in the sole judgment of the ENGINEER, increase the ENGINEER'S contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

K. Dispute Resolution

Prior to the initiation of any legal proceedings, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

L. Consequential Damages

Neither the CLIENT nor the ENGINEER shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

M. Statute of Limitations

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Consultant's services are substantially completed.

N. Governing Law

The laws of the state in which the ENGINEER'S office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

O. Invalid Terms

In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

P. Reliance

ENGINEER shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.

Q. Certifications

ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in ENGINEER'S having to certify, guaranty, or warrant the existence of conditions that ENGINEER cannot ascertain.



This Agreement formally entered into and agreed upon this 14 day of Sept, 2010

**BP BARBER**

By:   
Donald J. Hamburger, P.E.

Title: President & Chief Operation Officer

ATTEST: 

**OCONEE COUNTY**

By: 

Title: County Administrator

ATTEST: 

**Attachment A**  
**B.P. BARBER & ASSOCIATES, INC.**  
**HOURLY RATE SCHEDULE**

Schedule 108

Hourly Rate Schedule and Chargeable Expenses for Engineering Services Provided

Labor

	Rate per Hour
Principal	\$170.00
Senior Project Manager	\$160.00
Senior Project Coordinator	\$140.00
Senior Project Engineer	\$125.00
Project Manager	\$125.00
Senior Design Associate	\$120.00
Senior Environmental Health & Safety Manager	\$120.00
Project Engineer	\$110.00
Senior Hydrogeologist	\$105.00
Landscape Architect	\$90.00
Senior Design Technician	\$90.00
Engineering Associate	\$90.00
Project Representative	\$80.00
Design Technician	\$80.00
CADD	\$75.00
Administrative Services	\$75.00

Survey & GIS Services

Principal	\$140.00
Surveying Manager	\$110.00
Surveying Associate	\$75.00
Survey Crew Chief	\$75.00
Instrument Operator	\$50.00
Senior GIS Project Manager	\$145.00
Senior GIS Analyst	\$110.00
GIS Project Manager	\$120.00
GIS System Designer	\$115.00
GIS Analyst/Programmer	\$105.00
GIS Specialist	\$75.00
GIS Technician	\$65.00


Other

Chargeable expenses	Actual cost plus ten percent
Overtime	Hourly rate plus fifty percent
Outroom appearances (to include preparation)	Hourly rate plus fifty percent

Effective Dates

July 1, 2010 to December 31, 2010

Note: Any revision or update to this hourly rate schedule shall be included in Agreements at which this page is part.



Oconee County  
Procurement Office

Robyn M. Courtright  
Procurement Director

Oconee County Procurement Office  
115 South Main Street  
Waynesville, NC 28789

Phone: 864-648-1111  
Fax: 864-636-4142  
E-mail:  
rcourtright@occonee.org



September 28, 2010

TO: T. Scott Moulder

FROM: Robyn Courtright

SUBJECT: DETERMINATION OF CONSTRUCTION METHOD TO BE USED FOR OCONEE COUNTY DETENTION CENTER


As you know, the County has retained Carter Goble Lee, Inc. as our Program Manager for all phases of the construction of the new Detention Center. This memo is to confirm our meeting with Mr. Joe Lee on Monday, September 27 regarding the selection of the Integrated Project Delivery methods for this project.

Based on my research and other discussions with Mr. Lee, we would like for you to recommend to Council that the County utilize the Construction Manager at Risk method as the delivery method for this project. The Architect for the project would be selected separately and at the same time. This means that the County Procurement office would issue two Requests for Qualifications for an Architect and CM@Risk at the same time. An evaluation committee will review qualification statements and produce a short list of 3-5 firms for each RFQ. These qualified firms would then be asked to submit an RFP for this project. The same evaluation committee would review the proposals submitted and recommend an award to Council of an Architect/Engineering firm and a firm to serve as our CM@Risk for this project.


The CM@Risk is an alternate method of construction that is allowed under our current Procurement Ordinance 2010-02 but requires that Council also approve this method since the project budget exceeds five million dollars. Below are the reasons that we are recommending this construction method:

- Both the CM@Risk and the Architect are hired separately by Oconee County and they would each report directly to the County.





Oconee County  
Procurement Office



Robyn M. Courtright  
Procurement Director

Oconee County Administration Office  
115 South Pine Street  
Washington, NC 27887

Phone: 804.633.4141  
Fax: 804.638.1042  
E-mail:

[procurement@oconee.org](mailto:procurement@oconee.org)

- The Architect would be accountable to the County and not to the Contractor as in the Design Build method thus giving the County an additional layer of oversight for the construction activities.
- The CM at Risk would be accountable to the County and therefore would be an additional layer of oversight for the design.
- The County should potentially realize cost savings due to an increased level of competition for a possible same or better quality as we will have full control over both the CM@Risk and the Architect throughout the process.
- This method allows for checks and balances to be in place to ensure that the County's best interests are always considered.
- The County will be involved with both parties and will have considerable input with the design of the facility at the beginning and also for any changes that might be recommended as the project progresses.
- The CM@Risk should help identify potential cost saving ideas throughout the process based on his prior experience with this method of construction.

Please let me know if you have any questions or concerns with this construction method determination. We will need to have this addressed in the minutes of the Council meeting to show that they agree with these reasons for the selection of Construction Manager at Risk for the Detention Center construction project.



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: October 5, 2010  
COUNCIL MEETING TIME: 7:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Award of contract for professional engineering services to Davis & Floyd, Inc., of Greenwood, SC, in the amount of \$41,100 for two proposals in response to findings in the FEMA CAV Audit for the Planning Department.

Approve funding for this project from the Council Contingency Fund.

**BACKGROUND OR HISTORY:**

Oconee County has been working since 2008 to mitigate deficiencies in our floodplain program identified by FEMA. Among these efforts has been the restructuring of the floodplain management program and placing it in the Planning Department, amending our Flood Damage and Prevention Ordinance, inventorying properties and structures to verify compliance with local and federal regulations, and inventorying other identifiable development in and around regulated flood zones. As a result, in the two years since notification by FEMA, staff has been able to greatly reduce the list of potential deficiencies, and the associated financial burden of remaining in good standing of the National Flood Insurance Program.

Currently, there are two remaining items identified by FEMA as deficiencies:

- 1) A series of 30 properties that have not been proven to be in compliance with the standards- FEMA requires that Elevation Certificates must be obtained to verify status.
- 2) Several roads crossing into a flood hazard zone- FEMA requires an engineering analysis of the potential impacts of the roads on floodway must be obtained.

As both issues require the work of a qualified engineer, staff contacted Davis & Floyd, Inc., and asked them to develop a proposal to address our needs. Davis & Floyd has worked for the County since 2007 on a variety of engineering projects, and employ staff that specialize in floodplain issues and deal with FEMA regularly. After reviewing the requirements, flood maps and studies, other pertinent documents, Davis & Floyd submitted two separate proposals designed to address FEMA's current requirements. The first proposal for providing flood elevation certificates for the 30 structures is \$24,450. The second proposal is to analyze the impact of three roads on the special flood hazard areas is \$16,650, for a total of \$41,100.

It should be noted that Davis & Floyd's proposals only address the current need to obtain the elevation certificates and analyze the road impacts. In the event the Elevation Certificates prove any property to be in violation of the standards, or the road analysis shows an impact on a floodway, additional engineering or other action may be required. The scope and cost of such efforts, however, cannot be determined until this project is completed.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Under the Request for Qualifications # 06-17 for Professional Services, Davis & Floyd was selected as qualified to provide Environmental and Engineering services. County Council approved a contract and fee schedule February 20, 2007 and this contract is in its third renewal period.

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

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

**STAFF RECOMMENDATION:**

Staff requests that Council approve a contract with Davis & Floyd Inc., to perform necessary engineering services in the amount of \$41,100 in response to FEMA findings for the Planning Department.

*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.*



**FINANCIAL IMPACT:**

Staff is requesting that funding for this project come from the Council Contingency Fund.

**ATTACHMENTS**

- 1. Proposal for Flood Elevation Certificates
- 2. Proposal for Impact Analyses of Roads

**Reviewed By/ Initials:**

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

VB Finance

NA Grants

PC Procurement

**Submitted or Prepared By:**

[Signature]

Department Head

**Approved for Submittal to Council:**

[Signature]  
T. Scott Moulder, County Administrator

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

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



Engineering  
Architecture  
Environmental & Laboratory Services

Davis & Floyd, Inc. • P.O. Drawer 428 • Greenwood, SC 29648 • 1319 Highway 77/221 E. • Greenwood, SC 29642 • (864) 229-5211 (office) • (864) 229-7844 (fax)

September 24, 2010

Mr. Ar Holbrooks  
Oconee County  
415 South Pine Street  
Walhalla, SC 29691

Re: Proposal to Provide Impact Analyses of Roads  
in Response to FEMA's CAV Audit

Dear Mr. Holbrooks:

Davis & Floyd, Inc. is pleased to present this fee proposal of \$16,650 to analyze the impact of Heritage Hills Drive, Riverbend, and Riverwood on the special flood hazard areas as mapped by FEMA in their September 11, 2009 release. Cliffs Cart Path doesn't cross the stream inside the flood zone and Cliffs South Parkway was considered in the development of the current flood maps. On the other roads, our effort will include an as-built survey of the pavement and the hydraulic structure(s) through the flood zone, hydraulic and hydrologic analyses, and an impact certification that will be addressed to the county Floodplain Administrator.

Effective modeling will be requested from FEMA so that the preparing of hydrologic studies and pre-project/baseline hydraulic modeling will not be required. Riverbend and Riverwood will not require survey since Oconee County has plans and calculations on file. If any of our analyses determines that a road impacts a special flood hazard area, then an application for a Letter of Map Revision (LOMR) will have to be filed with FEMA. We have not included the efforts for filing a LOMR in this proposal.

If our proposal is acceptable, we can combine this project with the elevation certificate project previously submitted and begin work on both the second week in October. We anticipate having all of the information submitted to FEMA by the end of November. We appreciate the opportunity to submit this proposal and welcome any questions you may have.

Sincerely,  
Davis & Floyd, Inc.

  
Jeffrey W. Poole PLS, PE  
Associate



September 29, 2010

Mr. Art Holbrooks  
Oconee County  
415 South Pine Street  
Walhalla, SC 29691Re: Proposal to Provide Floodplain Due Diligence and Flood Elevation Certificates  
in Response to FEMA's CAV Audit

Dear Mr. Holbrooks:

Since our initial meeting on Thursday, August 19<sup>th</sup>, we have thoroughly reviewed the letters, studies, and other documentation related to FEMA's CAV of 2008 and feel comfortable that we have an approach that will address their comment to provide elevation certificates for the 28 structures in the attached list plus the two added by FEMA (189-00-02-016 & 226-00-04-025). We can't guarantee that the Elevation Certificates will satisfy FEMA's comment because some of the structures may fall below their approximate flood elevation but we will at least provide them with the next iteration of information that will move Oconee County one step closer to closing the CAV audit.

Our fee proposal of \$24,450 includes our due diligence effort leading up to this proposal and our effort to provide elevation certificates for the 30 structures mentioned above. Our proposal assumes that Oconee County will notify each property owner and gain their approval of our being on their property prior to our arrival and that the County will make available their elevation contour data from the most recent LIDAR mapping. If our proposal is acceptable, we can begin work the second week in October under our current contract and we anticipate completing all of the elevation certificates 30 days after getting started. We look forward to the possibility of working with you on this project and please don't hesitate to call should you have any questions.

Sincerely,  
Davis & Floyd, Inc.  
Jeffrey W. Poole, P.E., P.L.  
Associate





Oconee County  
Council Office



T. Scott Moulder  
Administrator

Oconee County  
Administrative Offices  
115 South Pine Street  
Walden, SC 29685

Phone: 803 635-1245  
Fax: 803 634-2165

E-mail:  
tscottm@occonee.com

**COUNCIL**

Paul Corbell  
District I

Wayne McCall  
District II

Mario Suarez  
District III

Joel Thrift  
District IV  
Vice Chairman

Reginald T. Dexter  
District V  
Chairman



MEMORANDUM

DATE: October 5, 2010

TO: Mr. Paul Corbell, District I  
Mr. Wayne McCall, District II  
Mr. Mario Suarez, District III  
Mr. Joel Thrift, District IV  
Mr. Reg Dexter, District V

RE: Floodplain Mitigation Services / Davis & Floyd, Inc.

As you are all probably aware, Oconee County has been working since 2008 to mitigate deficiencies in our floodplain program identified by the Federal Emergency Management Agency (FEMA). During this time, our floodplain management program has been restructured and placed in the Planning Department, our Flood Damage and Prevention Ordinances has been amended twice, and staff has inventoried hundreds of parcels in and around regulated flood zones to verify compliance with local and federal regulations. As a result, in the two years since notification from FEMA the list of potential deficiencies and the subsequent cost of mitigation has been greatly reduced.

Currently, two remaining items remain identified by FEMA as deficiencies. A total of thirty (30) properties remain on a list that FEMA demands an Elevation Certificate for. It should be noted that we do not have a definite thirty (30) properties, but rather staff at this time, cannot locate evidence to show otherwise. Because of this, FEMA requires an Elevation Certificate be obtained for each property to settle this matter. Additionally, an inventory of development inside flood-hazard zone reveals that three roadways appear to encroach into the floodway. To establish whether the roadways have altered the regulated flood zone, we are being required to obtain an engineering analysis. Please be



Oconee County  
Council Office



T. Scott Moulder  
Administrator

Oconee County  
Administrative Offices  
415 South Pine Street  
Walhalla, SC 29571

Phone: 864-633-1715  
Fax: 864-633-4246

Email:  
[tsm@ococo.net](mailto:tsm@ococo.net)

COUNCIL

Paul Brown  
District I

Wayne McCall  
District II

Mark Sprue  
District III

Joel Hunt  
District IV  
Deputy Chairman

Reginald T. Dexter  
District V  
Chairman



aware that in each of these cases, it is likely that at least some additional work will result, including additional engineering, or establishing a program to mitigate any properties that violate the regulations. At present, however, there is not way of knowing the scope of what this will be. Whatever the outcome, be assured that the Planning staff will continue to work diligently to minimize costs, while remaining as a member in good standing in the National Flood Insurance Program. Accordingly, FEMA would like this work to be completed ASAP, but no later than January 2, 2011.

We have requested Davis & Floyd, Inc., to provide us proposals targeted at meeting current FEMA requirements. A bid to obtain the Elevation Certificate was received in the amount of \$24,450; with an additional \$16,650 for the road impact analysis, which totals \$41,100.

Davis & Floyd, Inc., was selected in 2007 as one of the County's qualified providers of Environmental and Engineering services, has completed a number of projects in the past for Oconee County, and their reputation is excellent. Additionally, the company has a significant amount of floodplain-related work, and is very familiar with FEMA requirements. We are confident their work will be more than adequate to meet current FEMA standards. This proposal includes a provision for completion by the end of November, 2010.

Due to the fact that we have only recently received what we believe is the final list of deficient properties, as well as having completed the inventory of roadways, funding for this project was not requested in this year's budget. Therefore, I request the approval of the contract award for these professional services in the amount of \$41,000 to Davis & Floyd, Inc., and permission to fund said services from the Oconee County Council Contingency Fund.



October 5, 2010

Broadband Grant

The Information Technology department is currently working on an Environmental Protection Agency report to ensure the installation of the fiber optic lines throughout the county will not be disruptive to plants or animals. The study also includes a provision for the protection for any potentially historic sites. This study should be complete by the end of the month.

We are excited that we may be able to announce a Groundbreaking Ceremony in a few weeks.

Reassessment

Tyler Technologies is currently on schedule for the reassessment. There are a handful of minor, expected setbacks with sketching, but not to the extent that it should create delays.

We still anticipate some delays at the end of the assessment period, as there were technical (computer-related) delays in the beginning.

Solid Waste Manned Convenience Center #1 (Strawberry Farm)

Goldie & Associates has completed the plan for the expansion, and all SC Department of Health and Environmental Control (DHEC) permits have been submitted for storm water drainage at the site. After the permits are reviewed and approved, the project will go out for bid.

Solid Waste Construction & Demolition Landfill Expansion

Crooks Road has been successfully closed. We are currently working with various utility companies to locate and move underground lines.

BP Barber has submitted the wetland certification, which should be issued within the month.

T. Scott Moulder  
Administrator  
Oconee County  
Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691

Phone: 864-638-4245  
Fax: 864-638-1236

E-mail:  
tmoulder@ococoesc.edu

COUNCIL

Paul Corbell  
District I

Wayne McCull  
District II

Verna Suarez  
District III

Joel Thrift  
District IV  
Vice-Chairman

Reynold T. Dexter  
District V  
Chairman







**Occonee County  
Council Office**



T. Scott Maulder  
Administrator  
Occonee County  
Administrative Offices  
619 South Pine Street  
Wellfleet, SC 29977

Phone: 864.636-4245  
Fax: 864.636-4246

E-mail:  
[smaulder@occonee.com](mailto:smaulder@occonee.com)

**COUNCIL**

Paul Corbett  
District I

Wayne McCall  
District II

Marcus Sims  
District III

Joe Trent  
District IV  
Vice Chairman

Reginald T. Dexter  
District V  
Chairman



Old Courthouse Renovation & Expansion vs. Demolition

Estimates are currently being obtained by Ard, Wood, Holcombs & Slate Architects. The estimates will be ready for review by the end of this week.

New Courthouse Remediation

All demolition work is complete on the fourth floor. All sheetrock is up, and painters began last week. The project for the fourth floor is ahead of schedule, and should be complete by the end of the month.

The exterior work has moved to the Main Street side of the building, and ramps and sidewalks have been poured. If weather doesn't interrupt, this phase of the project should be completed on schedule.

Detention Center House and Property

The attorneys are working on the purchase contract of the home located on South Church Street adjacent to the Law Enforcement Center. At present, the home is leased, and the current owner has given the tenant a 30-day notice to vacate.

The attorneys estimate a closing in November.

Project North

BP Barber is working on multiple assessments and surveys for the State Historic Preservation Office. The wetlands survey and plat are complete. Half of the borings are complete for the geotechnical exploration survey as well.

Shell Building

All contractual paperwork has been completed. The architectural, structural, civil and electrical drawings were completed this week.



Oconee County  
Council Office



T. Scott Moulder  
Administrator  
Oconee County  
Administrative Offices  
415 South Pine Street  
Wadley, GA 29581

Phone: 864 636-1200  
Fax: 864 636-1116

Email:  
smoulder@occonec.com

COUNCIL

Paul Corbell  
District I

Wayne McCall  
District II

Ward Suores  
District III

Carl Davis  
District IV  
Vice Chairman

Reginald T. Dexton  
District V  
Chairman



All subcontracts and material purchase orders have been written and distributed. A building permit was issued as well.

We have just learned that the SC Department of Health and Environmental Control permits were approved, so groundbreaking is very near!

Delinquent Tax Sale

The annual delinquent tax sale was held Monday, October 4. We saw an increase in the number of properties for sale, and an increase in the number of properties that were not bid on.

The properties that didn't sell during the sale have been turned over to the Forfeited Land Commission.

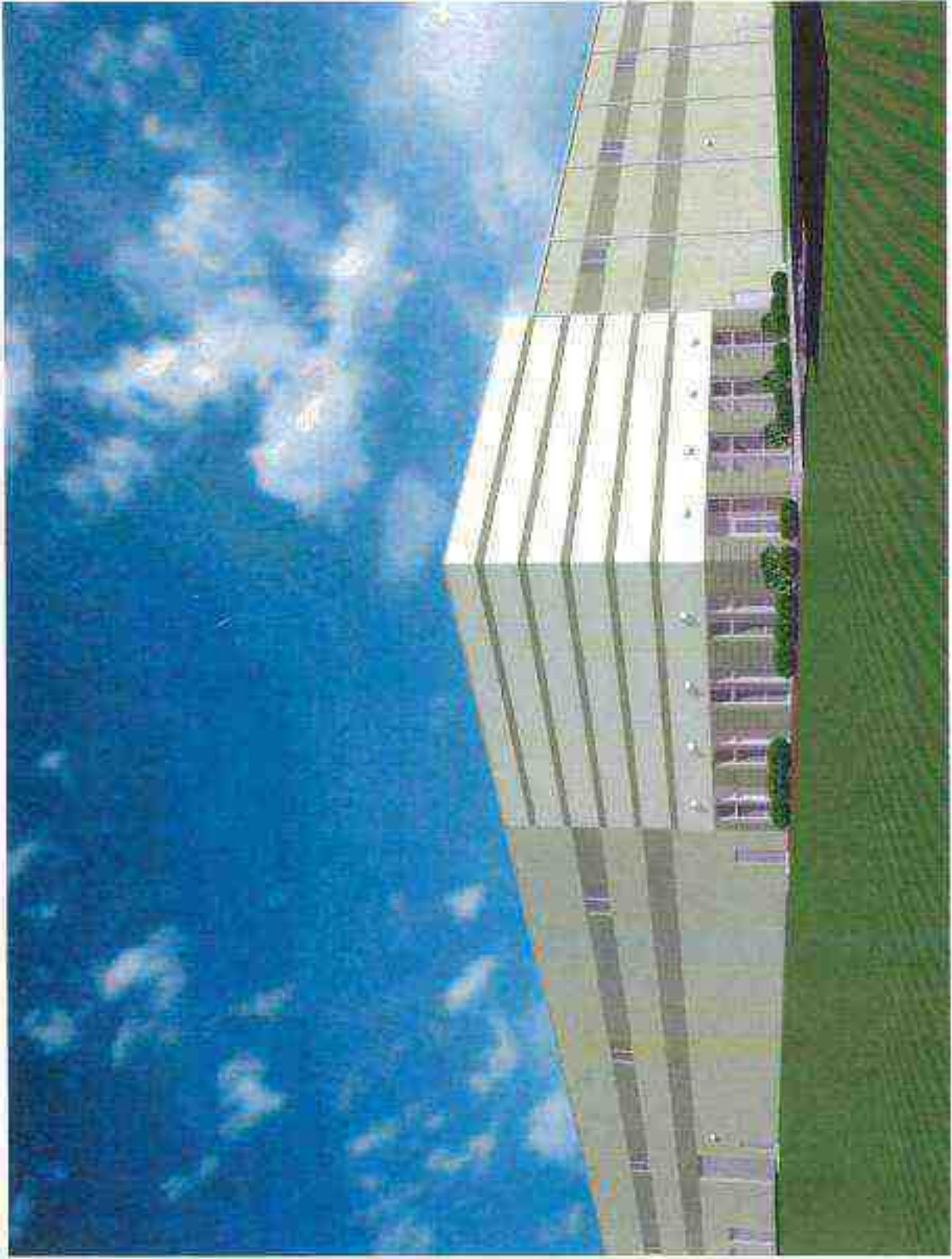
We do not have exact figures at this time, but should be able to report those at the next County Council meeting.

Airport Runway Extension

Currently, the final stages of erosion control are being conducted this week. SC DHEC has scheduled a site inspection for later in the week, and will at this time, give final approval for the sediment and erosion control work.

We can expect to begin moving dirt on this project again as early as next week, October 11, 2010. The schedule has been updated, and continues to provide a completed project by the end of calendar year 2010.





**Oronce County Shell Building – Day View**



**Library Board of Trustees**

**Annual Report  
to Council**

**October 5, 2010**

# Library Board of Trustees

- William J. "Biff" Kennedy, *Chairman*
- R. Daniel Day, *Vice-Chairman*
- Carol Baumgarner, *Secretary*
  
- John Adams
- Charles Lee Barrett
- Jody Gaulin
- P. Ellis Hughes
- Paul Johanson
- Vicki Miller



A woman in a red dress and tiara is sitting on a wooden stool, reading a book to a group of children sitting on the floor in a library. The room is filled with bookshelves and colorful decorations. Other people are visible in the background, including a man in a white shirt and a woman in a blue vest. The scene is lively and educational.

# OCPL Mission

**The Oconee County Public Library System connects our diverse communities with information resources that enrich, enlighten, and entertain.**

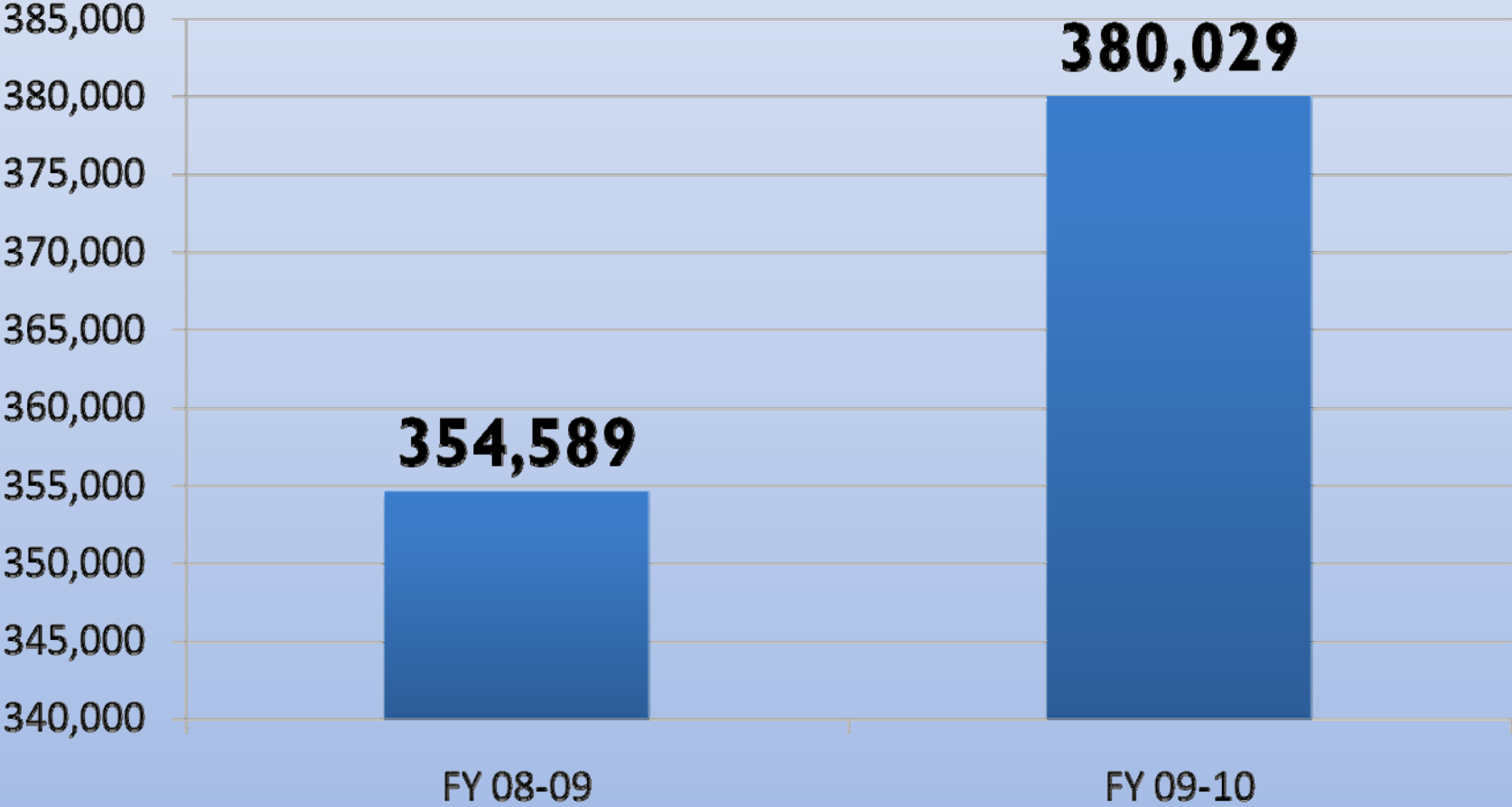




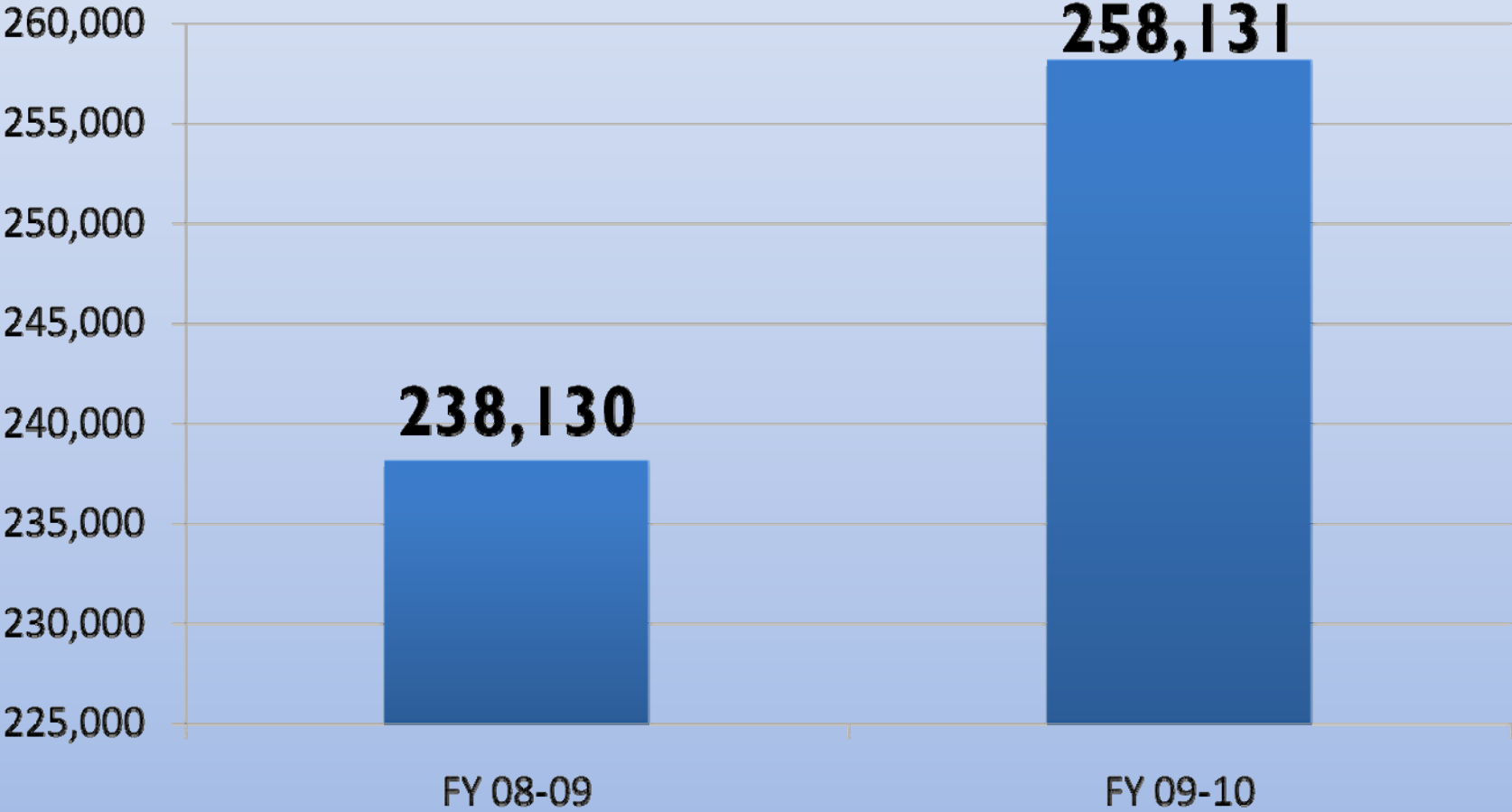
# OCPL is becoming an increasingly vital part of the lives of Oconee County Citizens

The following graphs are highlights of the past fiscal year

# Circulation of Material: up 7.2%

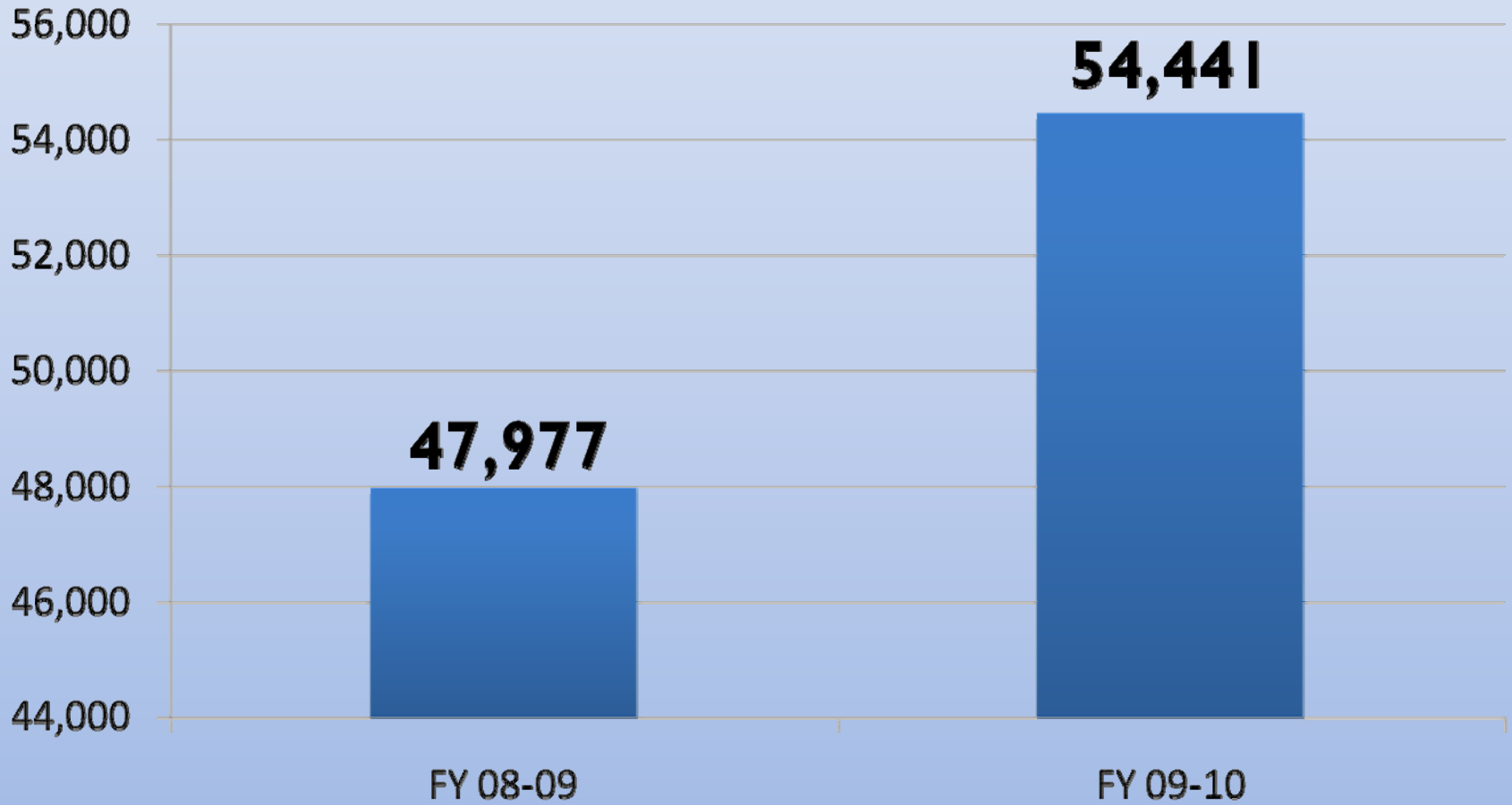


# Visits to Libraries: up 8.5%

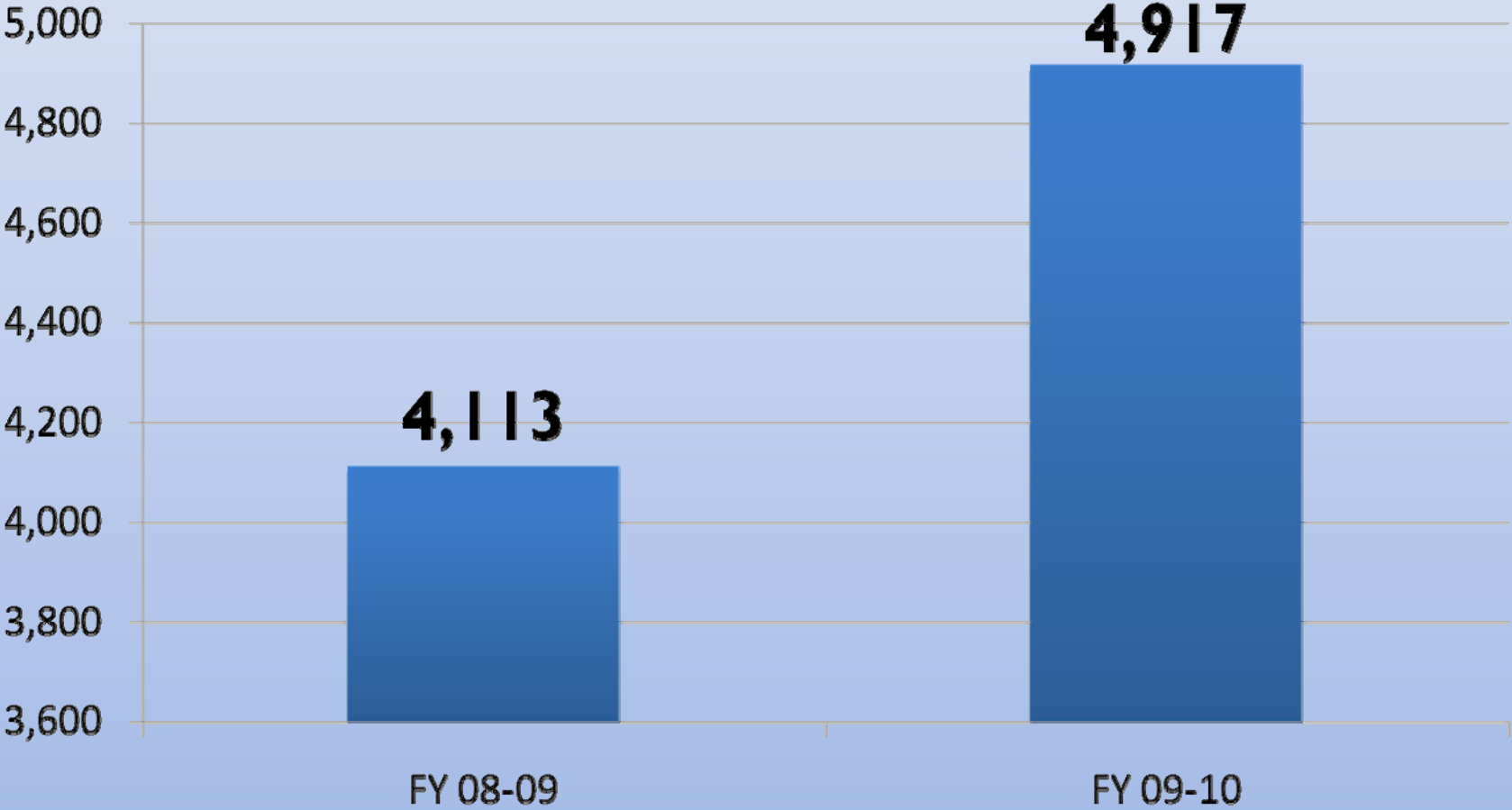




# Public Computer use: up 14%



# New Library Cards issued: up 20%





New Data Being Tracked  
(Jan-June 2010):

Number of web site hits : 36,919

Number of Volunteer Hours : 3,937

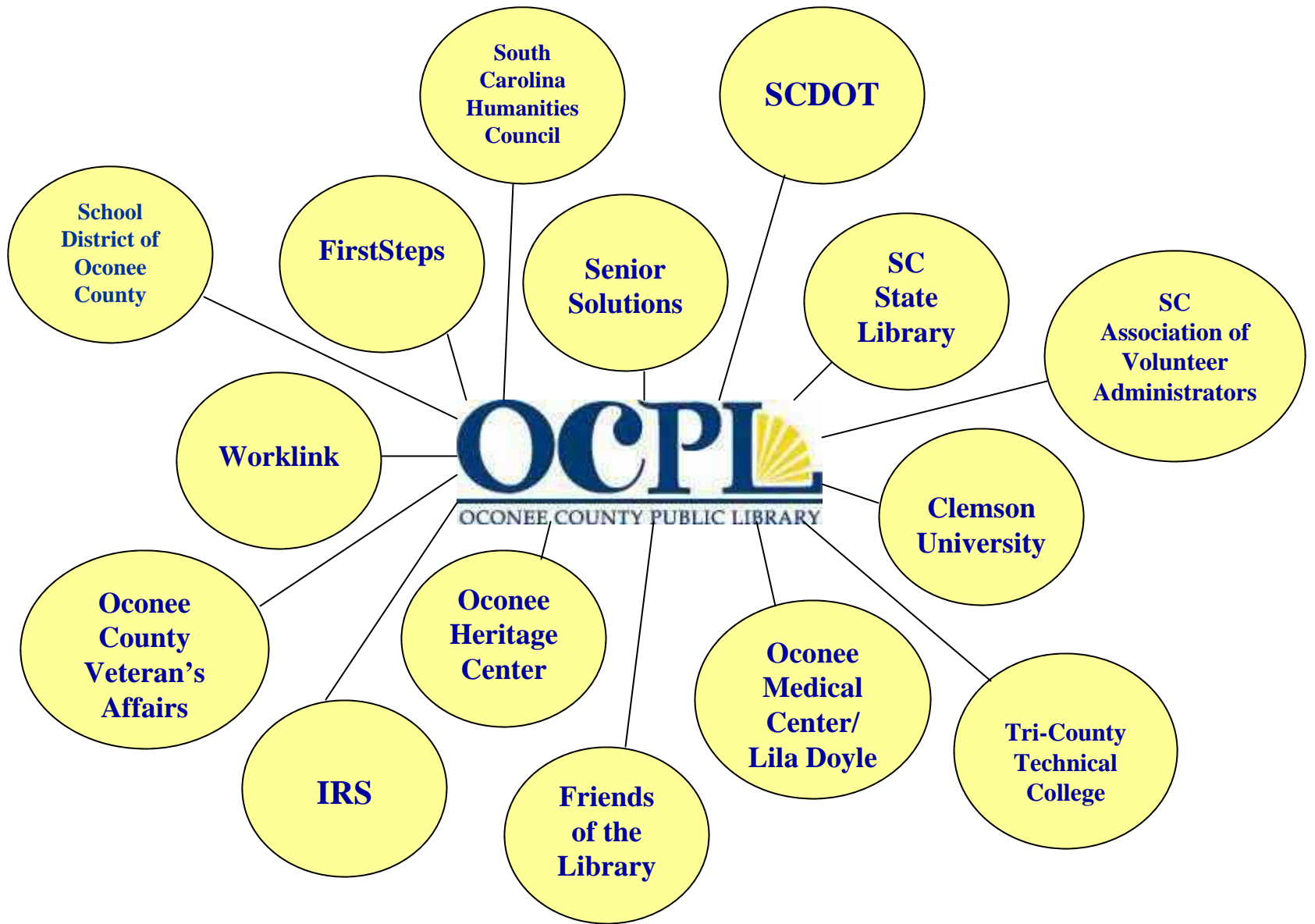


# OCPL Resources Available to Our Community



- **4 Full Service Libraries** - branches open 10,100 hours a year
- **1 Bookmobile**
- **24/7 access to virtual branch via website:** [www.oconee.lib.sc.us](http://www.oconee.lib.sc.us)
- **18 Full Time & 13 Part Time Staff**
- **194,523 Items Available for use**
- **36 Public Computers with High Speed Internet Connection**
- **Free WI-FI Connection Available 24/7 onsite**
- **Free job search assistance and computer training**





**OCPL working with partners**

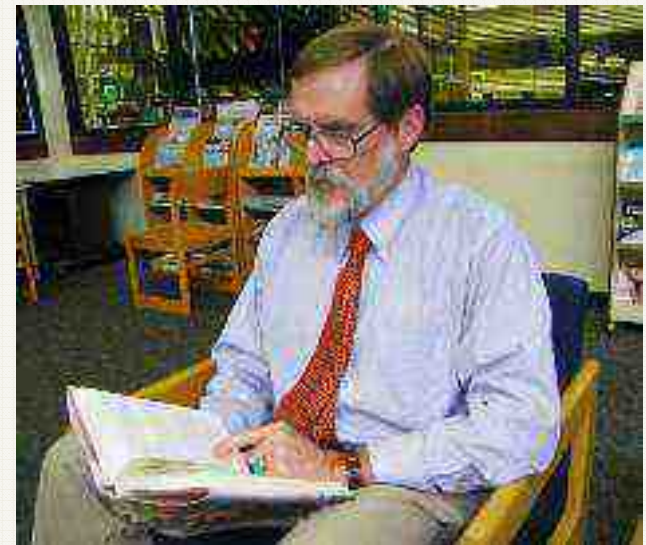
# \$ Value of OCPL to Citizens \$

If, during the year a citizen:

checks out 12 books, 3 magazines, 6 videos, uses the library's computers 4 hours, and his/her child attends 4 library programs

- Fair market value for these items or services = \$282.00\*
- The library provides the items and services for \$2.03 per citizen

\*Source: OCPL website value calculator



# Highlights of FY 10-11 Goals



- Secure Funding for **New Seneca Library**
- Complete **Energy Efficiency Projects** at Seneca, Walhalla, and Westminster branches
- Present **Adult Programs** targeted to older citizens and non-English speaking peoples
- Recruit and train additional **volunteers** to strengthen our core group of volunteers
- Install **computer lab** at Walhalla branch



# In Conclusion



**We strive to have our branches known in the community as a 'third place' for people to spend quality time away from their homes and places of work**

**We value our customers and the people we work with. We value innovation. We value cooperation**

**We aim to be able to respond to the community's needs while faced with increased demands for services and decreased funding**

**We will continue to be good stewards of the taxpayers' dollar**



OCPIL

The logo features the letters 'OCPIL' in a dark blue, serif font. The letter 'L' is stylized, with its right vertical stroke replaced by a yellow fan shape composed of multiple thin, radiating lines that curve outwards from the top right corner of the letter's base.

---

OCONEE COUNTY PUBLIC LIBRARY