

I want to make a statement regarding public input at our meetings. As everyone knows we are required by state law to hold all meetings publicly and we do. We provide a public comment session at the beginning of each meeting for both agenda and non agenda items. This is not required by law but we all feel it is beneficial to hear from the people regarding possible actions by council.

It is important that everyone understand that our meetings are public but they ARE NOT the public's meeting. The public are present as observers at our meetings. Our number one priority is to conduct business for the citizens of this county.

We do not run our meetings in a town hall format where anyone can call out a comment or question from the floor. Everyone speaking before Council should do so in a civil manner. We will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council allows for as much input as possible with our agenda format. I would ask all citizens to address Council and all Boards and Commission appointed by Council at the appropriate time as noted on their agendas and in an appropriate manner.



PUBLIC COMMENT SESSION SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

Tuesday, December 7, 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 Phil Saper	13-6
2	X Dave Blackston	8
3	X Thomas Hodge	13-6
4		
5	X Jean Jennings	
6	X Frank Wiley	13-6
7	X Bobo Richards	13-9
8	X Bottoene	13-6 2010-13
9		
10	X Ben Turcotte	Not agenda item - if time allows Comments on duties & responsibilities of planning commission members
11		
12		
13	X Tom Mackovich	zoning
14		
15		

Jean Jenning's comments to the County Council
December 7, 2010

We want to ask the council to accept the Planning Commission's recommendation for rezoning the North Fairview community.

We are concerned about the impact of the planning staff's recommendation to selectively substitute either agricultural residential or residential on parcels that we have asked to be rezoned traditional rural.

Where ever the agricultural residential or residential form is used it is no longer possible for the land owners to start a small business and generate any income for themselves or economic growth for the county. We could only start roadside stands, markets, nurseries and greenhouses.

The planning staff's substitution of agricultural residential for traditional rural in some parts of our request would keep job creating and income producing activities that some special interest groups consider unsightly off of Ebenezer Road and our side roads.

In looking at the staff's proposed maps it's hard to understand why is it OK for some parcels in an area to be traditional rural, but not others, especially when they are right next to each other.

The people in our community are not all wealthy, with corporate pensions, large Social Security payments, paid off houses, mutual funds and IRAs. If some of us lose our job, we may have to rely on our skills and our land to make ends meet.

We don't believe it is in the county's best interest to turn Ebenezer Road into a "Scenic Highway" just so a few people can have a nice view as they ride to Atlanta and Charlotte to shop. We don't believe the County Council would apply agricultural residential along the length of Scenic

Highway 11, for example, just to create a nice visual effect at the expense of small business.

Excluding all potential small business development and job growth in our area would also impact all the suppliers of goods and services in the county who will lose potential sales and customers and the county will lose tax revenue.

And, even though much is made of the importance of tourism to the county's current and future economic growth, the agricultural residential form does not allow museums, historical sites, sightseeing and similar businesses such as bed and breakfast inns.

We also want you to consider that the agricultural residential form excludes elementary schools, day care facilities and libraries. We think it's short sighted to assume that there will never be a need for a new school in our community, or that no one would ever want a branch library where we live. We don't see a downside to a library.

Please approve the Planning Commission's recommendation [REDACTED]
[REDACTED]

Thank you.

SECTION 6-29-340. Functions, powers, and duties of local planning commissions.

(A) **It is the function and duty of the local planning commission, when created by an ordinance passed by the municipal council or the county council, or both, to undertake a continuing planning program for the physical, social, and economic growth, development, and redevelopment of the area within its jurisdiction.** The plans and programs must be designed to promote public health, safety, morals, convenience, prosperity, or the general welfare as well as the efficiency and economy of its area of jurisdiction. Specific planning elements must be based upon careful and comprehensive surveys and studies of existing conditions and probable future development and include recommended means of implementation. The local planning commission may make, publish, and distribute maps, plans, and reports and recommendations relating to the plans and programs and the development of its area of jurisdiction to public officials and agencies, public utility companies, civic, educational, professional, and other organizations and citizens. All public officials shall, upon request, furnish to the planning commission, within a reasonable time, such available information as it may require for its work. The planning commission, its members and employees, in the performance of its functions, may enter upon any land with consent of the property owner or after ten days' written notification to the owner of record, make examinations and surveys, and place and maintain necessary monuments and marks on them, provided, however, that the planning commission shall be liable for any injury or damage to property resulting therefrom. In general, the planning commission has the powers as may be necessary to enable it to perform its functions and promote the planning of its political jurisdiction.

(B) **In the discharge of its responsibilities, the local planning commission has the power and duty to:**

(1) prepare and revise periodically plans and programs for the development and redevelopment of its area as provided in this chapter; and

(2) **prepare and recommend for adoption to the appropriate governing authority or authorities as a means for implementing the plans and programs in its area:**

(a) **zoning ordinances to include zoning district maps and appropriate revisions thereof, as provided in this chapter;**

(b) regulations for the subdivision or development of land and appropriate revisions thereof, and to oversee the administration of the regulations that may be adopted as provided in this chapter;

(c) an official map and appropriate revision on it showing the exact location of existing or proposed public street, highway, and utility rights-of-way, and public building sites, together with regulations to control the erection of buildings or other structures or changes in land use within the rights-of-way, building sites, or open spaces within its political jurisdiction or a specified portion of it, as set forth in this chapter;

(d) a landscaping ordinance setting forth required planting, tree preservation, and other aesthetic considerations for land and structures;

(e) a capital improvements program setting forth projects required to implement plans which have been prepared and adopted, including an annual listing of priority projects for consideration by the governmental bodies responsible for implementation prior to preparation of their capital budget; and

(f) policies or procedures to facilitate implementation of planning elements.

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Title 6 - Local Government - Provisions Applicable to Special Purpose Districts and Other Political Subdivisions

CHAPTER 29.

SOUTH CAROLINA LOCAL GOVERNMENT COMPREHENSIVE PLANNING ENABLING ACT OF 1994

ARTICLE 1.

CREATION OF LOCAL PLANNING COMMISSION

SECTION 6-29-310. "Local planning commission" defined.

For purposes of this chapter, "local planning commission" means a municipal planning commission, a county planning commission, a joint city county planning commission, or a consolidated government planning commission.

SECTION 6-29-320. Bodies authorized to create local planning commissions.

The city council of each municipality may create a municipal planning commission. The county council of each county may create a county planning commission. The governing body of a consolidated government may create a planning commission. Any combination of municipal councils and a county council or any combination of municipal councils may create a joint planning commission.

SECTION 6-29-330. Areas of jurisdiction; agreement for county planning commission to act as municipal planning commission.

(A) A municipality may exercise the powers granted under the provisions of this chapter in the total area within its corporate limits. A county may exercise the powers granted under the provisions of this

chapter in the total unincorporated area or specific parts of the unincorporated area. Unincorporated areas of the county or counties adjacent to incorporated municipalities may be added to and included in the area under municipal jurisdiction for the purposes of this chapter provided that the municipality and county councils involved adopt ordinances establishing the boundaries of the additional areas, the limitations of the authority to be exercised by the municipality, and representation on the boards and commissions provided under this chapter. The agreement must be formally approved and executed by the municipal council and the county councils involved.

(B) The governing body of a municipality may designate by ordinance the county planning commission as the official planning commission of the municipality. In the event of the designation, and acceptance by the county, the county planning commission may exercise the powers and duties as provided in this chapter for municipal planning commissions as are specified in the agreement reached by the governing authorities. The agreement must specify the procedures for the exercise of powers granted in the chapter and shall address the issue of equitable representation of the municipality and the county on the boards and commissions authorized by this chapter. This agreement must be formally stated in appropriate ordinances by the governing authorities involved.

SECTION 6-29-340. Functions, powers, and duties of local planning commissions.

(A) It is the function and duty of the local planning commission, when created by an ordinance passed by the municipal council or the county council, or both, to undertake a continuing planning program for the physical, social, and economic growth, development, and redevelopment of the area within its jurisdiction. The plans and programs must be designed to promote public health, safety, morals, convenience, prosperity, or the general welfare as well as the efficiency and economy of its area of jurisdiction. Specific planning elements must be based upon careful and comprehensive surveys and studies of existing conditions and probable future development and include recommended means of implementation. The local planning commission may make, publish, and distribute maps, plans, and reports and recommendations relating to the plans and programs and the development of its area of jurisdiction to public officials and agencies, public utility companies, civic, educational, professional, and other organizations and citizens. All public officials shall, upon request, furnish to the planning commission, within a reasonable time, such available information as it may require for its work. The planning commission, its members and employees, in the performance of its functions, may enter upon any land with consent of the property owner or after ten days' written notification to the owner of record, make examinations and surveys, and place and maintain necessary monuments and marks on them, provided, however, that the planning commission shall be liable for any injury or damage to property resulting therefrom. In general, the planning commission has the powers as may be necessary to enable it to perform its functions and promote the planning of its political jurisdiction.

(B) In the discharge of its responsibilities, the local planning commission has the power and duty to:

(1) prepare and revise periodically plans and programs for the development and redevelopment of its area as provided in this chapter; and

(2) prepare and recommend for adoption to the appropriate governing authority or authorities as a means for implementing the plans and programs in its area:

(a) zoning ordinances to include zoning district maps and appropriate revisions thereof, as provided in this chapter;

(b) regulations for the subdivision or development of land and appropriate revisions thereof, and to oversee the administration of the regulations that may be adopted as provided in this chapter;

(c) an official map and appropriate revision on it showing the exact location of existing or proposed public street, highway, and utility rights-of-way, and public building sites, together with regulations to control the erection of buildings or other structures or changes in land use within the rights-of-way, building sites, or open spaces within its political jurisdiction or a specified portion of it, as set forth in this chapter;

(d) a landscaping ordinance setting forth required planting, tree preservation, and other aesthetic considerations for land and structures;

(e) a capital improvements program setting forth projects required to implement plans which have been prepared and adopted, including an annual listing of priority projects for consideration by the governmental bodies responsible for implementation prior to preparation of their capital budget; and

(f) policies or procedures to facilitate implementation of planning elements.

SECTION 6-29-350. Membership; terms of office; compensation; qualifications.

(1) a population element which considers historic trends and projections, household numbers and sizes, educational levels, and income characteristics;

(2) an economic development element which considers labor force and labor force characteristics, employment by place of work and residence, and analysis of the economic base;

(3) a natural resources element which considers coastal resources, slope characteristics, prime agricultural and forest land, plant and animal habitats, parks and recreation areas, scenic views and sites, wetlands, and soil types. Where a separate board exists pursuant to this chapter, this element is the responsibility of the existing board;

(4) a cultural resources element which considers historic buildings and structures, commercial districts, residential districts, unique, natural, or scenic resources, archaeological, and other cultural resources. Where a separate board exists pursuant to this chapter, this element is the responsibility of the existing board;

(5) a community facilities element which considers water supply, treatment, and distribution; sewage system and wastewater treatment; solid waste collection and disposal, fire protection, emergency medical services, and general government facilities; education facilities; and libraries and other cultural facilities;

(6) a housing element which considers location, types, age, and condition of housing, owner and renter occupancy, and affordability of housing. This element includes an analysis to ascertain nonessential housing regulatory requirements, as defined in this chapter, that add to the cost of developing affordable housing but are not necessary to protect the public health, safety, or welfare and an analysis of market-based incentives that may be made available to encourage development of affordable housing, which incentives may include density bonuses, design flexibility, and streamlined permitting processes;

(7) a land use element which considers existing and future land use by categories, including residential, commercial, industrial, agricultural, forestry, mining, public and quasi public, recreation, parks, open space, and vacant or undeveloped;

(8) a transportation element that considers transportation facilities, including major road improvements, new road construction, transit projects, pedestrian and bicycle projects, and other elements of a transportation network. This element must be developed in coordination with the land use element, to ensure transportation efficiency for existing and planned development;

(9) a priority investment element that analyzes the likely federal, state, and local funds available for public infrastructure and facilities during the next ten years, and recommends the projects for expenditure of those funds during the next ten years for needed public infrastructure and facilities such as water, sewer, roads, and schools. The recommendation of those projects for public expenditure must be done through coordination with adjacent and relevant jurisdictions and agencies. For the purposes of this item, "adjacent and relevant jurisdictions and agencies" means those counties, municipalities, public service districts, school districts, public and private utilities, transportation agencies, and other public entities that are affected by or have planning authority over the public project. For the purposes of this item, "coordination" means written notification by the local planning commission or its staff to adjacent and relevant jurisdictions and agencies of the proposed projects and the opportunity for adjacent and relevant jurisdictions and agencies to provide comment to the planning commission or its staff concerning the proposed projects. Failure of the planning commission or its staff to identify or notify an adjacent or relevant jurisdiction or agency does not invalidate the local comprehensive plan and does not give rise to a civil cause of action.

(E) All planning elements must be an expression of the planning commission recommendations to the appropriate governing bodies with regard to the wise and efficient use of public funds, the future growth, development, and redevelopment of its area of jurisdiction, and consideration of the fiscal impact on property owners. The planning elements whether done as a package or in separate increments together comprise the comprehensive plan for the jurisdiction at any one point in time. The local planning commission shall review the comprehensive plan or elements of it as often as necessary, but not less than once every five years, to determine whether changes in the amount, kind, or direction of development of the area or other reasons make it desirable to make additions or amendments to the plan. The comprehensive plan, including all elements of it, must be updated at least every ten years.

SECTION 6-29-520. Advisory committees; notice of meetings; recommendations by resolution; transmittal of recommended plan.

(A) A local planning commission serving not more than two political jurisdictions may not have less than five nor more than twelve members. A local planning commission serving three or more political jurisdictions shall have a membership not greater than four times the number of jurisdictions it serves. In the case of a joint city-county planning commission the membership must be proportional to the population inside and outside the corporate limits of municipalities.

(B) No member of a planning commission may hold an elected public office in the municipality or county from which appointed. Members of the commission first to serve must be appointed for staggered terms as described in the agreement of organization and shall serve until their successors are appointed and qualified. The compensation of the members, if any, must be determined by the governing authority or authorities creating the commission. A vacancy in the membership of a planning commission must be filled for the unexpired term in the same manner as the original appointment. The governing authority or authorities creating the commission may remove any member of the commission for cause.

(C) In the appointment of planning commission members the appointing authority shall consider their professional expertise, knowledge of the community, and concern for the future welfare of the total community and its citizens. Members shall represent a broad cross section of the interests and concerns within the jurisdiction.

SECTION 6-29-360. Organization of commission; meetings; procedural rules; records; purchases.

(A) A local planning commission shall organize itself electing one of its members as chairman and one as vice-chairman whose terms must be for one year. It shall appoint a secretary who may be an officer or an employee of the governing authority or of the planning commission. The planning commission shall meet at the call of the chairman and at such times as the chairman or commission may determine.

(B) The commission shall adopt rules of organizational procedure and shall keep a record of its resolutions, findings, and determinations, which record must be a public record. The planning commission may purchase equipment and supplies and may employ or contract for such staff and such experts as it considers necessary and consistent with funds appropriated.

SECTION 6-29-370. Referral of matters to commission; reports.

The governing authority may provide for the reference of any matters or class of matters to the local planning commission, with the provision that final action on it may not be taken until the planning commission has submitted a report on it or has had a reasonable period of time, as determined by the governing authority to submit a report.

SECTION 6-29-380. Funding of commissions; expenditures; contracts.

A local planning commission may cooperate with, contract with, or accept funds from federal government agencies, state government agencies, local general purpose governments, school districts, special purpose districts, including those of other states, public or eleemosynary agencies, or private individuals or corporations; it may expend the funds; and it may carry out such cooperative undertakings and contracts as it considers necessary.

ARTICLE 3.

LOCAL PLANNING--THE COMPREHENSIVE PLANNING PROCESS

SECTION 6-29-510. Planning process; elements; comprehensive plan.

(A) The local planning commission shall develop and maintain a planning process which will result in the systematic preparation and continual re-evaluation and updating of those elements considered critical, necessary, and desirable to guide the development and redevelopment of its area of jurisdiction.

(B) Surveys and studies on which planning elements are based must include consideration of potential conflicts with adjacent jurisdictions and regional plans or issues.

(C) The basic planning process for all planning elements must include, but not be limited to:

- (1) inventory of existing conditions;
- (2) a statement of needs and goals; and
- (3) implementation strategies with time frames.

(D) A local comprehensive plan must include, but not be limited to, the following planning elements:

(3) to facilitate the creation of a convenient, attractive, and harmonious community;

(4) to protect and preserve scenic, historic, or ecologically sensitive areas;

(5) to regulate the density and distribution of populations and the uses of buildings, structures and land for trade, industry, residence, recreation, agriculture, forestry, conservation, airports and approaches thereto, water supply, sanitation, protection against floods, public activities, and other purposes;

(6) to facilitate the adequate provision or availability of transportation, police and fire protection, water, sewage, schools, parks, and other recreational facilities, affordable housing, disaster evacuation, and other public services and requirements. "Other public requirements" which the local governing body intends to address by a particular ordinance or action must be specified in the preamble or some other part of the ordinance or action;

(7) to secure safety from fire, flood, and other dangers; and

(8) to further the public welfare in any other regard specified by a local governing body.

SECTION 6-29-715. Church-related activities; zoning ordinances for single family residences.

(A) For purposes of this section, "church-related activities" does not include regularly scheduled worship services.

(B) Notwithstanding any other provision of law, no zoning ordinance of a municipality or county may prohibit church-related activities in a single-family residence.

SECTION 6-29-720. Zoning districts; matters regulated; uniformity; zoning techniques.

(A) When the local planning commission has prepared and recommended and the governing body has adopted at least the land use element of the comprehensive plan as set forth in this chapter, the governing body of a municipality or county may adopt a zoning ordinance to help implement the comprehensive plan. The zoning ordinance shall create zoning districts of such number, shape, and size as the governing authority determines to be best suited to carry out the purposes of this chapter. Within each district the governing body may regulate:

(1) the use of buildings, structures, and land;

(2) the size, location, height, bulk, orientation, number of stories, erection, construction, reconstruction, alteration, demolition, or removal in whole or in part of buildings and other structures, including signage;

(3) the density of development, use, or occupancy of buildings, structures, or land;

(4) the areas and dimensions of land, water, and air space to be occupied by buildings and structures, and the size of yards, courts, and other open spaces;

(5) the amount of off-street parking and loading that must be provided, and restrictions or requirements related to the entry or use of motor vehicles on the land;

(6) other aspects of the site plan including, but not limited to, tree preservation, landscaping, buffers, lighting, and curb cuts; and

(7) other aspects of the development and use of land or structures necessary to accomplish the purposes set forth throughout this chapter.

(B) The regulations must be made in accordance with the comprehensive plan for the jurisdiction, and be made with a view to promoting the purposes set forth throughout this chapter. Except as provided in this chapter, all of these regulations must be uniform for each class or kind of building, structure, or use throughout each district, but the regulations in one district may differ from those in other districts.

(C) The zoning ordinance may utilize the following or any other zoning and planning techniques for implementation of the goals specified above. Failure to specify a particular technique does not cause use of that technique to be viewed as beyond the power of the local government choosing to use it:

(1) "cluster development" or the grouping of residential, commercial, or industrial uses within a subdivision or development site, permitting a reduction in the otherwise applicable lot size, while preserving substantial open space on the remainder of the parcel;

(2) "floating zone" or a zone which is described in the text of a zoning ordinance but is unmappped. A

(A) In the preparation or periodic updating of any or all planning elements for the jurisdiction, the planning commission may use advisory committees with membership from both the planning commission or other public involvement mechanisms and other resource people not members of the planning commission. If the local government maintains a list of groups that have registered an interest in being informed of proceedings related to planning, notice of meetings must be mailed to these groups.

(B) Recommendation of the plan or any element, amendment, extension, or addition must be by resolution of the planning commission, carried by the affirmative votes of at least a majority of the entire membership. The resolution must refer expressly to maps and other descriptive matter intended by the planning commission to form the whole or element of the recommended plan and the action taken must be recorded in its official minutes of the planning commission. A copy of the recommended plan or element of it must be transmitted to the appropriate governing authorities and to all other legislative and administrative agencies affected by the plan.

(C) In satisfying the preparation and periodic updating of the required planning elements, the planning commission shall review and consider, and may recommend by reference, plans prepared by other agencies which the planning commission considers to meet the requirements of this article.

SECTION 6-29-530. Adoption of plan or elements; public hearing.

The local planning commission may recommend to the appropriate governing body and the body may adopt the plan as a whole by a single ordinance or elements of the plan by successive ordinances. The elements shall correspond with the major geographical sections or divisions of the planning area or with functional subdivisions of the subject matter of the comprehensive plan, or both. Before adoption of an element or a plan as a whole, the governing authority shall hold a public hearing on it after not less than thirty days' notice of the time and place of the hearings has been given in a newspaper having general circulation in the jurisdiction.

SECTION 6-29-540. Review of proposals following adoption of plan; projects in conflict with plan; exemption for utilities.

When the local planning commission has recommended and local governing authority or authorities have adopted the related comprehensive plan element set forth in this chapter, no new street, structure, utility, square, park, or other public way, grounds, or open space or public buildings for any use, whether publicly or privately owned, may be constructed or authorized in the political jurisdiction of the governing authority or authorities establishing the planning commission until the location, character, and extent of it have been submitted to the planning commission for review and comment as to the compatibility of the proposal with the comprehensive plan of the community. In the event the planning commission finds the proposal to be in conflict with the comprehensive plan, the commission shall transmit its findings and the particulars of the nonconformity to the entity proposing the facility. If the entity proposing the facility determines to go forward with the project which conflicts with the comprehensive plan, the governing or policy making body of the entity shall publicly state its intention to proceed and the reasons for the action. A copy of this finding must be sent to the local governing body, the local planning commission, and published as a public notice in a newspaper of general circulation in the community at least thirty days prior to awarding a contract or beginning construction. Telephone, sewer and gas utilities, or electric suppliers, utilities and providers, whether publicly or privately owned, whose plans have been approved by the local governing body or a state or federal regulatory agency, or electric suppliers, utilities and providers who are acting in accordance with a legislatively delegated right pursuant to Chapter 27 or 31 of Title 58 or Chapter 49 of Title 33 are exempt from this provision. These utilities must submit construction information to the appropriate local planning commission.

ARTICLE 5.

LOCAL PLANNING--ZONING

SECTION 6-29-710. Zoning ordinances; purposes.

(A) Zoning ordinances must be for the general purposes of guiding development in accordance with existing and future needs and promoting the public health, safety, morals, convenience, order, appearance, prosperity, and general welfare. To these ends, zoning ordinances must be made with reasonable consideration of the following purposes, where applicable:

(1) to provide for adequate light, air, and open space;

(2) to prevent the overcrowding of land, to avoid undue concentration of population, and to lessen congestion in the streets;

property owner may petition for the zone to be applied to a particular parcel meeting the minimum zoning district area requirements of the zoning ordinance through legislative action;

(3) "performance zoning" or zoning which specifies a minimum requirement or maximum limit on the effects of a land use rather than, or in addition to, specifying the use itself, simultaneously assuring compatibility with surrounding development and increasing a developer's flexibility;

(4) "planned development district" or a development project comprised of housing of different types and densities and of compatible commercial uses, or shopping centers, office parks, and mixed-use developments. A planned development district is established by rezoning prior to development and is characterized by a unified site design for a mixed-use development;

(5) "overlay zone" or a zone which imposes a set of requirements or relaxes a set of requirements imposed by the underlying zoning district when there is a special public interest in a particular geographic area that does not coincide with the underlying zone boundaries;

(6) "conditional uses" or zoning ordinance provisions that impose conditions, restrictions, or limitations on a permitted use that are in addition to the restrictions applicable to all land in the zoning district. The conditions, restrictions, or limitations must be set forth in the text of the zoning ordinance; and

(7) "priority investment zone" in which the governing authority adopts market-based incentives or relaxes or eliminates nonessential housing regulatory requirements, as these terms are defined in this chapter, to encourage private development in the priority investment zone. The governing authority also may provide that traditional neighborhood design and affordable housing, as these terms are defined in this chapter, must be permitted within the priority investment zone.

SECTION 6-29-730. Nonconformities.

The regulations may provide that land, buildings, and structures and the uses of them which are lawful at the time of the enactment or amendment of zoning regulations may be continued although not in conformity with the regulations or amendments, which is called a nonconformity. The governing authority of a municipality or county may provide in the zoning ordinance or resolution for the continuance, restoration, reconstruction, extension, or substitution of nonconformities. The governing authority also may provide for the termination of a nonconformity by specifying the period or periods in which the nonconformity is required to cease or be brought into conformance, or by providing a formula where the compulsory termination of nonconformities may be so fixed as to allow for the recovery or amortization of the investment in the nonconformity.

SECTION 6-29-740. Planned development districts.

In order to achieve the objectives of the comprehensive plan of the locality and to allow flexibility in development that will result in improved design, character, and quality of new mixed-use developments and preserve natural and scenic features of open spaces, the local governing authority may provide for the establishment of planned development districts as amendments to a locally adopted zoning ordinance and official zoning map. The adopted planned development map is the zoning district map for the property. The planned development provisions must encourage innovative site planning for residential, commercial, institutional, and industrial developments within planned development districts. Planned development districts may provide for variations from other ordinances and the regulations of other established zoning districts concerning use, setbacks, lot size, density, bulk, and other requirements to accommodate flexibility in the arrangement of uses for the general purpose of promoting and protecting the public health, safety, and general welfare. Amendments to a planned development district may be authorized by ordinance of the governing authority after recommendation from the planning commission. These amendments constitute zoning ordinance amendments and must follow prescribed procedures for the amendments. The adopted plan may include a method for minor modifications to the site plan or development provisions.

SECTION 6-29-750. Special development district parking facility plan; dedication.

In accordance with a special development district parking facility plan and program, which includes guidelines for preferred parking locations and indicates prohibited parking areas, the planning commission may recommend and the local governing body may adopt regulations which permit the reduction or waiver of parking requirements within the district in return for cash contributions or dedications of land earmarked for provision of public parking or public transit which may not be used for any other purpose. The cash contributions or the value of the land may not exceed the approximate cost to build the required spaces or provide the public transit that would have incurred had not the reduction or waiver been granted.

SECTION 5-29-760. Procedure for enactment or amendment of zoning regulation or map; notice and rights of landowners; time limit on challenges.

(A) Before enacting or amending any zoning regulations or maps, the governing authority or the planning commission, if authorized by the governing authority, shall hold a public hearing on it, which must be advertised and conducted according to lawfully prescribed procedures. If no established procedures exist, then at least fifteen days' notice of the time and place of the public hearing must be given in a newspaper of general circulation in the municipality or county. In cases involving rezoning, conspicuous notice shall be posted on or adjacent to the property affected, with at least one such notice being visible from each public thoroughfare that abuts the property. If the local government maintains a list of groups that have expressed an interest in being informed of zoning proceedings, notice of such meetings must be mailed to these groups. No change in or departure from the text or maps as recommended by the local planning commission may be made pursuant to the hearing unless the change or departure be first submitted to the planning commission for review and recommendation. The planning commission shall have a time prescribed in the ordinance which may not be more than thirty days within which to submit its report and recommendation on the change to the governing authority. If the planning commission fails to submit a report within the prescribed time period, it is deemed to have approved the change or departure. When the required public hearing is held by the planning commission, no public hearing by the governing authority is required before amending the zoning ordinance text or maps.

(B) If a landowner whose land is the subject of a proposed amendment will be allowed to present oral or written comments to the planning commission, at least ten days' notice and an opportunity to comment in the same manner must be given to other interested members of the public, including owners of adjoining property.

(C) An owner of adjoining land or his representative has standing to bring an action contesting the ordinance or amendment; however, this subsection does not create any new substantive right in any party.

(D) No challenge to the adequacy of notice or challenge to the validity of a regulation or map, or amendment to it, whether enacted before or after the effective date of this section, may be made sixty days after the decision of the governing body if there has been substantial compliance with the notice requirements of this section or with established procedures of the governing authority or the planning commission.

SECTION 5-29-770. Governmental entities subject to zoning ordinances; exceptions.

(A) Agencies, departments, and subdivisions of this State that use real property, as owner or tenant, in any county or municipality in this State are subject to the zoning ordinances.

(B) A county or agency, department or subdivision of it that uses any real property, as owner or tenant, within the limits of any municipality in this State is subject to the zoning ordinances of the municipality.

(C) A municipality or agency, department or subdivision of it, that uses any real property, as owner or tenant, within the limits of any county in this State but not within the limits of the municipality is subject to the zoning ordinances of the county.

(D) The provisions of this section do not require a state agency, department, or subdivision to move from facilities occupied on June 18, 1976, regardless of whether or not their location is in violation of municipal or county zoning ordinances.

(E) The provisions of this section do not apply to a home serving nine or fewer mentally or physically handicapped persons provided the home provides care on a twenty-four hour basis and is approved or licensed by a state agency or department or under contract with the agency or department for that purpose. A home is construed to be a natural family or such similar term as may be utilized by any county or municipal zoning ordinance to refer to persons related by blood or marriage. Prior to locating the home for the handicapped persons, the appropriate state agency or department or the private entity operating the home under contract must first give prior notice to the local governing body administering the pertinent zoning laws, advising of the exact site of any proposed home. The notice must also identify the individual representing the agency, department, or private entity for site selection purposes. If the local governing body objects to the selected site, the governing body must notify the site selection representative of the entity seeking to establish the home within fifteen days of receiving notice and must appoint a representative to assist the entity in selection of a comparable alternate site or structure, or both. The site selection representative of the entity seeking to establish the home and the representative of the local governing body shall select a third mutually agreeable person. The three persons have forty five days to make a final selection of the site by majority vote. This final selection is binding on the entity and the governing body. In the event no selection has been made by the end of

the forty-five day period, the entity establishing the home shall select the site without further proceedings. An application for variance or special exception is not required. No person may intervene to prevent the establishment of a community residence without reasonable justification.

(F) Prospective residents of these homes must be screened by the licensing agency to ensure that the placement is appropriate.

(G) The licensing agency shall conduct reviews of these homes no less frequently than every six months for the purpose of promoting the rehabilitative purposes of the homes and their continued compatibility with their neighborhoods.

(H) The governing body of a county or municipality whose zoning ordinances are violated by the provisions of this section may apply to a court of competent jurisdiction for injunctive and such other relief as the court may consider proper.

SECTION 6-29-775. Use of property obtained from federal government.

Notwithstanding the provisions of Section 6-29-770 of the 1976 Code or any other provision of law, a state agency or entity that acquires real property from the federal government or from a state instrumentality or redevelopment agency that received it from the federal government shall be permitted to use the property in the same manner the federal government was permitted to use the property. Further, the property in the hands of the state agency or entity shall be subject only to the same restrictions, if any, as it was in the hands of the federal government, and no county or municipality of this State by zoning or other means may restrict this permitted use or enjoyment of the property.

SECTION 6-29-780. Board of zoning appeals; membership; terms of office; vacancies; compensation.

(A) As a part of the administrative mechanism designed to enforce the zoning ordinance, the zoning ordinance may provide for the creation of a board to be known as the board of zoning appeals. Local governing bodies with a joint planning commission and adopting a common zoning ordinance may create a board to be known as the joint board of appeals. All of these boards are referred to as the board.

(B) The board consists of not less than three nor more than nine members, a majority of which constitutes a quorum, appointed by the governing authority or authorities of the area served. The members shall serve for overlapping terms of not less than three nor more than five years or after that time until their successors are appointed. A vacancy in the membership must be filled for the unexpired term in the same manner as the initial appointment. The governing authority or authorities creating the board of zoning appeals may remove any member of the board for cause. The appointing authorities shall determine the amount of compensation, if any, to be paid to the members of a board of zoning appeals. None of the members shall hold any other public office or position in the municipality or county.

SECTION 6-29-790. Board of zoning appeals; officers; rules; meetings; notice; records.

The board shall elect one of its members chairman, who shall serve for one year or until he is re-elected or his successor is elected and qualified. The board shall appoint a secretary who may be an officer of the governing authority or of the zoning board. The board shall adopt rules of procedure in accordance with the provisions of an ordinance adopted pursuant to this chapter. Meetings of the board must be held at the call of the chairman and at such other times as the board may determine. Public notice of all meetings of the board of appeals shall be provided by publication in a newspaper of general circulation in the municipality or county. In cases involving variances or special exceptions conspicuous notice shall be posted on or adjacent to the property affected, with at least one such notice being visible from each public thoroughfare that abuts the property. The chairman or, in his or her absence, the acting chairman, may administer oaths and compel the attendance of witnesses by subpoena. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact, and shall keep records of its examinations and other official actions, all of which must be immediately filed in the office of the board and must be a public record.

SECTION 6-29-800. Powers of board of appeals; variances; special exceptions; remand; stay; hearing; decisions and orders.

(A) The board of appeals has the following powers:

(1) to hear and decide appeals where it is alleged there is error in an order, requirement, decision, or determination made by an administrative official in the enforcement of the zoning ordinance;

(2) to hear and decide appeals for variance from the requirements of the zoning ordinance when strict application of the provisions of the ordinance would result in unnecessary hardship. A variance may be

granted in an individual case of unnecessary hardship if the board makes and explains in writing the following findings:

- (a) there are extraordinary and exceptional conditions pertaining to the particular piece of property;
 - (b) these conditions do not generally apply to other property in the vicinity;
 - (c) because of these conditions, the application of the ordinance to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property; and
 - (d) the authorization of a variance will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance.
- (i) The board may not grant a variance, the effect of which would be to allow the establishment of a use not otherwise permitted in a zoning district, to extend physically a nonconforming use of land or to change the zoning district boundaries shown on the official zoning map. The fact that property may be utilized more profitably, if a variance is granted, may not be considered grounds for a variance. Other requirements may be prescribed by the zoning ordinance.

A local governing body by ordinance may permit or preclude the granting of a variance for a use of land, a building, or a structure that is prohibited in a given district, and if it does permit a variance, the governing body may require the affirmative vote of two-thirds of the local adjustment board members present and voting. Notwithstanding any other provision of this section, the local governing body may overrule the decision of the local board of adjustment concerning a use variance.

(ii) In granting a variance, the board may attach to it such conditions regarding the location, character, or other features of the proposed building, structure, or use as the board may consider advisable to protect established property values in the surrounding area or to promote the public health, safety, or general welfare;

(3) to permit uses by special exception subject to the terms and conditions for the uses set forth for such uses in the zoning ordinance; and

(4) to remand a matter to an administrative official, upon motion by a party or the board's own motion, if the board determines the record is insufficient for review. A party's motion for remand may be denied if the board determines that the record is sufficient for review. The board must set a rehearing on the remanded matter without further public notice for a time certain within sixty days unless otherwise agreed to by the parties. The board must maintain a list of persons who express an interest in being informed when the remanded matter is set for rehearing, and notice of the rehearing must be mailed to these persons prior to the rehearing.

(B) Appeals to the board may be taken by any person aggrieved or by any officer, department, board, or bureau of the municipality or county. The appeal must be taken within a reasonable time, as provided by the zoning ordinance or rules of the board, or both, by filing with the officer from whom the appeal is taken and with the board of appeals notice of appeal specifying the grounds for the appeal. If no time limit is provided, the appeal must be taken within thirty days from the date the appealing party has received actual notice of the action from which the appeal is taken. The officer from whom the appeal is taken immediately must transmit to the board all the papers constituting the record upon which the action appealed from was taken.

(C) An appeal stays all legal proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the board, after the notice of appeal has been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life and property. In that case, proceedings may not be stayed other than by a restraining order which may be granted by the board or by a court of record on application, on notice to the officer from whom the appeal is taken, and on due cause shown.

(D) The board must fix a reasonable time for the hearing of the appeal or other matter referred to the board, and give at least fifteen days' public notice of the hearing in a newspaper of general circulation in the community, as well as due notice to the parties in interest, and decide the appeal or matter within a reasonable time. At the hearing, any party may appear in person or by agent or by attorney.

(F) In exercising the above power, the board of appeals may, in conformity with the provisions of this chapter, reverse or affirm, wholly or in part, or may modify the order, requirements, decision, or determination, and to that end, has all the powers of the officer from whom the appeal is taken and may issue or direct the issuance of a permit. The board, in the execution of the duties specified in this chapter, may subpoena witnesses and in case of contempt may certify this fact to the circuit court having

jurisdiction.

(F) All final decisions and orders of the board must be in writing and be permanently filed in the office of the board as a public record. All findings of fact and conclusions of law must be separately stated in final decisions or orders of the board which must be delivered to parties of interest by certified mail.

SECTION 6-29-810. Contempt; penalty.

In case of contempt by a party, witness, or other person before the board of appeals, the board may certify this fact to the circuit court of the county in which the contempt occurs and the judge of the court, in open court or in chambers, after hearing, may impose a penalty as authorized by law.

SECTION 6-29-820. Appeal from zoning board of appeals to circuit court; pre-litigation mediation; filing requirements.

(A) A person who may have a substantial interest in any decision of the board of appeals or an officer or agent of the appropriate governing authority may appeal from a decision of the board to the circuit court in and for the county, by filing with the clerk of the court a petition in writing setting forth plainly, fully, and distinctly why the decision is contrary to law. The appeal must be filed within thirty days after the decision of the board is mailed.

(B) A property owner whose land is the subject of a decision of the board of appeals may appeal either:

(1) as provided in subsection (A); or

(2) by filing a notice of appeal with the circuit court accompanied by a request for pre-litigation mediation in accordance with Section 6-29-825.

Any notice of appeal and request for pre-litigation mediation must be filed within thirty days after the decision of the board is postmarked.

(C) Any filing of an appeal from a particular board of appeals decision pursuant to the provisions of this chapter must be given a single docket number, and the appellant must be assessed only one filing fee pursuant to Section 8-21-310(11)(a).

SECTION 6-29-825. Pre-litigation mediation; notice; settlement approval; effect on real property; unsuccessful mediation.

(A) If a property owner files a notice of appeal with a request for pre-litigation mediation, the request for mediation must be granted, and the mediation must be conducted in accordance with South Carolina Circuit Court Alternative Dispute Resolution Rules and this section. A person who is not the owner of the property may petition to intervene as a party, and this motion must be granted if the person has a substantial interest in the decision of the board of appeals.

(B) The property owner or his representative, any other person claiming an ownership interest in the property or his representative, and any other person who has been granted leave to intervene pursuant to subsection (A) or his representative must be notified and have the opportunity to attend the mediation. The governmental entity must be represented by at least one person for purposes of mediation.

(C) Within five working days of a successful mediation, the mediator must provide the parties with a signed copy of the written mediation agreement.

(D) Before the terms of a mediation settlement may take effect, the mediation settlement must be approved by:

(1) the local legislative governing body in public session; and

(2) the circuit court as provided in subsection (G).

(E) Any land use or other change agreed to in mediation which affects existing law is effective only as to the real property which is the subject of the mediation, and a settlement agreement sets no precedent as to other parcels of real property.

(F) If mediation is not successful or if the mediated settlement is not approved by the local legislative governing body, a property owner may appeal by filing a petition in writing setting forth plainly, fully, and distinctly why the decision is contrary to law. The petition must be filed with the circuit court within thirty days of:

(1) the report of an impasse as provided in the South Carolina Circuit Court Alternative Dispute Resolution Rules; or

(2) the failure to approve the settlement by the local governing body.

(G) The circuit court judge must approve the settlement if the settlement has a rational basis in accordance with the standards of this chapter. If the mediated settlement is not approved by the court, the judge must schedule a hearing for the parties to present evidence and must issue a written opinion containing findings of law and fact. A party may appeal from the decision:

(1) in the same manner as provided by law for appeals from other judgments of the circuit court; or

(2) by filing an appeal pursuant to subsection (F).

SECTION 6-29-830. Notice of appeal; transcript; supersedeas.

(A) Upon the filing of an appeal with a petition as provided in Section 6-29-820(A) or Section 6-29-825(F), the clerk of the circuit court must give immediate notice of the appeal to the secretary of the board and within thirty days from the time of the notice, the board must file with the clerk a duly certified copy of the proceedings held before the board of appeals, including a transcript of the evidence heard before the board, if any, and the decision of the board including its findings of fact and conclusions.

(B) The filing of an appeal in the circuit court from any decision of the board does not ipso facto act as a supersedeas, but the judge of the circuit court may in his discretion grant a supersedeas upon such terms and conditions as may seem reasonable and proper.

SECTION 6-29-840. Determination of appeal; costs; trial by jury.

(A) At the next term of the circuit court or in chambers, upon ten days' notice to the parties, the presiding judge of the circuit court of the county must proceed to hear and pass upon the appeal on the certified record of the board proceedings. The findings of fact by the board of appeals must be treated in the same manner as a finding of fact by a jury, and the court may not take additional evidence. In the event the judge determines that the certified record is insufficient for review, the matter may be remanded to the zoning board of appeals for rehearing. In determining the questions presented by the appeal, the court must determine only whether the decision of the board is correct as a matter of law. In the event that the decision of the board is reversed by the circuit court, the board is charged with the costs, and the costs must be paid by the governing authority which established the board of appeals.

(B) When an appeal includes no issues triable of right by jury or when the parties consent, the appeal must be placed on the nonjury docket. A judge, upon request by any party, may in his discretion give the appeal precedence over other civil cases. Nothing in this subsection prohibits a property owner from subsequently electing to assert a pre-existing right to trial by jury of any issue beyond the subject matter jurisdiction of the board of appeals, such as, but not limited to, a determination of the amount of damages due for an unconstitutional taking.

SECTION 6-29-850. Appeal to Supreme Court.

A party in interest who is aggrieved by the judgment rendered by the circuit court upon the appeal may appeal in the manner provided by the South Carolina Appellate Court Rules.

SECTION 6-29-860. Financing of board of zoning appeals.

The governing authority may appropriate such monies, otherwise unappropriated, as it considers fit to finance the work of the board of appeals and to generally provide for the enforcement of any zoning regulations and restrictions authorized under this chapter which are adopted and may accept and expend grants of money for those purposes from either private or public sources, whether local, state, or federal.

SECTION 6-29-870. Board of architectural review; membership; officers; rules; meetings; records.

(A) A local government which enacts a zoning ordinance which makes specific provision for the preservation and protection of historic and architecturally valuable districts and neighborhoods or significant or natural scenic areas, or protects or provides, or both, for the unique, special, or desired character of a defined district, corridor, or development area or any combination of it, by means of restriction and conditions governing the right to erect, demolish, remove in whole or in part, or alter the exterior appearance of all buildings or structures within the areas, may provide for appointment of a board of architectural review or similar body.

(B) The board shall consist of not more than ten members to be appointed by the governing body of the municipality or the governing body of the county which may restrict the membership on the board to those professionally qualified persons as it may desire. The governing authority or authorities creating the board may remove any member of the board which it has appointed.

(C) The appointing authorities shall determine the amount of compensation, if any, to be paid to the members of a board of architectural review. None of the members may hold any other public office or position in the municipality or county.

(D) The board shall elect one of its members chairman, who shall serve for one year or until he is re-elected or his successor is elected and qualified. The board shall appoint a secretary who may be an officer of the governing authority or of the board of architectural review. The board shall adopt rules of procedure in accordance with the provisions of any ordinance adopted pursuant to this chapter. Meetings of the board must be held at the call of the chairman and at such other times as the board may determine. The chairman or, in his or her absence, the acting chairman, may administer oaths and compel the attendance of witnesses by subpoena. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact, and shall keep records of its examinations and other official actions, all of which immediately must be filed in the office of the board and must be a public record.

SECTION 6-29-880. Powers of board of architectural review.

The board of architectural review has those powers involving the structures and neighborhoods as may be determined by the zoning ordinance. Decisions of the zoning administrator or other appropriate administrative official in matters under the purview of the board of architectural review may be appealed to the board where there is an alleged error in any order, requirement, determination, or decision.

SECTION 6-29-890. Appeal to board of architectural review.

(A) Appeals to the board may be taken by any person aggrieved or by any officer, department, board, or bureau of the municipality or county. The appeal must be taken within a reasonable time, as provided by the zoning ordinance or rules of the board, or both, by filing with the officer from whom the appeal is taken and with the board of architectural review notice of appeal specifying the grounds of it. The officer from whom the appeal is taken immediately must transmit to the board all the papers constituting the record upon which the action appealed from was taken. Upon a motion by a party or the board's own motion, the board may remand a matter to an administrative official if the board determines the record is insufficient for review. A party's motion for remand may be denied if the board determines that the record is sufficient for review. The board must set a rehearing on the remanded matter without further public notice for a time certain within sixty days unless otherwise agreed to by the parties. The board must maintain a list of persons who express an interest in being informed when the remanded matter is set for rehearing, and notice of the rehearing must be mailed to these persons prior to the rehearing.

(B) An appeal stays all legal proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the board, after the notice of appeal has been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life and property. In that case, proceedings may not be stayed otherwise than by a restraining order which may be granted by the board or by a court of record on application, upon notice to the officer from whom the appeal is taken, and on due cause shown.

(C) The board must fix a reasonable time for the hearing of the appeal or other matter referred to it, and give public notice of the hearing, as well as due notice to the parties in interest, and decide the appeal or other matter within a reasonable time. At the hearing, any party may appear in person, by agent, or by attorney.

SECTION 6-29-900. Appeal from board of architectural review to circuit court; pre litigation mediation; filing requirements

(A) A person who may have a substantial interest in any decision of the board of architectural review or any officer, or agent of the appropriate governing authority may appeal from any decision of the board to the circuit court in and for the county by filing with the clerk of court a petition in writing setting forth plainly, fully, and distinctly why the decision is contrary to law. The appeal must be filed within thirty days after the affected party receives actual notice of the decision of the board of architectural review.

(B) A property owner whose land is the subject of a decision of the board of architectural review may appeal either:

(1) as provided in subsection (A); or

(2) by filing a notice of appeal with the circuit court accompanied by a request for pre-litigation mediation in accordance with Section 6-29-915.

A notice of appeal and request for pre-litigation mediation must be filed within thirty days after the decision of the board is postmarked.

(C) Any filing of an appeal from a particular board of architectural review decision pursuant to the provisions of this chapter must be given a single docket number, and the appellant must be assessed only one filing fee pursuant to Section 8-21-310(11)(a).

SECTION 6-29-910. Contempt; penalty.

In case of contempt by a party, witness, or other person before the board of architectural review, the board may certify the fact to the circuit court of the county in which the contempt occurs and the judge of the court, in open court or in chambers, after hearing, may impose a penalty as authorized by law.

SECTION 6-29-915. Pre-litigation mediation; notice; settlement approval; effect on real property; unsuccessful mediation.

(A) If a property owner files a notice of appeal with a request for pre-litigation mediation, the request for mediation must be granted and the mediation must be conducted in accordance with South Carolina Circuit Court Alternative Dispute Resolution Rules and this section. A person who is not the owner of the property may petition to intervene as a party, and this motion must be granted if the person has a substantial interest in the decision of the board of architectural review.

(B) The property owner or his representative, any other person claiming an ownership interest in the property or his representative, and any other person who has been granted leave to intervene pursuant to subsection (A) or his representative must be notified and have the opportunity to attend the mediation. The governmental entity must be represented by at least one person for purposes of mediation.

(C) Within five working days of a successful mediation, the mediator must provide the parties with a signed copy of the written mediation agreement.

(D) Before the terms of a mediation settlement may take effect, the mediation settlement must be approved by:

- (1) the local legislative governing body in public session; and
- (2) the circuit court as provided in subsection (G).

(E) Any land use or other change agreed to in mediation which affects existing law is effective only as to the real property which is the subject of the mediation, and a settlement agreement sets no precedent as to other parcels of real property.

(F) If mediation is not successful or if the mediated settlement is not approved by the local legislative governing body, a property owner may appeal by filing a petition in writing setting forth plainly, fully, and distinctly why the decision is contrary to law. The petition must be filed with the circuit court within thirty days of:

- (1) the report of an impasse as provided in the South Carolina Circuit Court Alternative Dispute Resolution Rules; or
- (2) the failure to approve the settlement by the local governing body.

(G) The circuit court judge must approve the settlement if the settlement has a rational basis in accordance with the standards of this chapter. If the mediated settlement is not approved by the court, the judge must schedule a hearing for the parties to present evidence and must issue a written opinion containing findings of law and fact. A party may appeal from the decision:

- (1) in the same manner as provided by law for appeals from other judgments of the circuit court; or
- (2) by filing an appeal pursuant to subsection (F).

SECTION 6-29-920. Notice of appeal; transcript; supersedeas.

(A) Upon filing of an appeal with a petition as provided in Section 6-29-900(A) or Section 6-29-915(F), the

clerk of the circuit court must give immediate notice of the appeal to the secretary of the board and within thirty days from the time of the notice, the board must file with the clerk a duly certified copy of the proceedings held before the board of architectural review, including a transcript of the evidence heard before the board, if any, and the decision of the board including its findings of fact and conclusions.

(B) The filing of an appeal in the circuit court from any decision of the board does not ipso facto act as a supersedeas, but the judge of the circuit court may in his discretion grant a supersedeas upon such terms and conditions as may seem reasonable and proper.

SECTION 6-29-930. Determination of appeal; costs; trial by jury.

(A) At the next term of the circuit court or in chambers upon ten days' notice to the parties, the resident presiding judge of the circuit court of the county must proceed to hear and pass upon the appeal on the certified record of the board proceedings. The findings of fact by the board of architectural review are final and conclusive on the hearing of the appeal, and the court may not take additional evidence. In the event the judge determines that the certified record is insufficient for review, the matter must be remanded to the board of architectural review for rehearing. In determining the questions presented by the appeal, the court must determine only whether the decision of the board is correct as a matter of law. In the event that the decision of the board is reversed by the circuit court, the board must be charged with the costs which must be paid by the governing authority which established the board of architectural review.

(B) When an appeal includes no issues triable of right by jury or when the parties consent, the appeal must be placed on the nonjury docket. A judge, upon request by any party, may in his discretion give the appeal precedence over other civil cases. Nothing in this subsection prohibits a property owner from subsequently electing to assert a pre-existing right to trial by jury of any issue beyond the subject matter jurisdiction of the board of architectural review, such as, but not limited to, a determination of the amount of damages due for an unconstitutional taking.

SECTION 6-29-940. Appeal to Supreme Court.

A party in interest who is aggrieved by the judgment rendered by the circuit court upon the appeal may appeal in the manner provided by the South Carolina Appellate Court Rules.

SECTION 6-29-950. Enforcement of zoning ordinances; remedies for violations.

(A) The governing authorities of municipalities or counties may provide for the enforcement of any ordinance adopted pursuant to the provisions of this chapter by means of the withholding of building or zoning permits, or both, and the issuance of stop orders against any work undertaken by an entity not having a proper building or zoning permit, or both. It is unlawful to construct, reconstruct, alter, demolish, change the use of or occupy any land, building, or other structure without first obtaining the appropriate permit or permit approval. No permit may be issued or approved unless the requirements of this chapter or any ordinance adopted pursuant to it are complied with. It is unlawful for other officials to issue any permit for the use of any land, building, or structure, or the construction, conversion, demolition, enlargement, movement, or structural alteration of a building or structure without the approval of the zoning administrator. A violation of any ordinance adopted pursuant to the provisions of this chapter is a misdemeanor. In case a building, structure, or land is or is proposed to be used in violation of any ordinance adopted pursuant to this chapter, the zoning administrator or other appropriate administrative officer, municipal or county attorney, or other appropriate authority of the municipality or county or an adjacent or neighboring property owner who would be specially damaged by the violation may in addition to other remedies, institute injunction, mandamus, or other appropriate action or proceeding to prevent the unlawful erection, construction, reconstruction, alteration, conversion, maintenance, or use, or to correct or abate the violation, or to prevent the occupancy of the building, structure, or land. Each day the unlawful erection, construction, reconstruction, alteration, conversion, maintenance, or use continues is considered a separate offense.

(B) In case a building, structure, or land is or is proposed to be used in violation of an ordinance adopted pursuant to this chapter, the zoning administrator or other designated administrative officer may in addition to other remedies issue and serve upon a person pursuing the activity or activities a stop order requiring that entity stop all activities in violation of the zoning ordinance.

SECTION 6-29-960. Conflict with other laws.

When the regulations made under authority of this chapter require a greater width or size of yards, courts, or other open spaces, or require a lower height of building or smaller number of stories, or require a greater percentage of lot to be left unoccupied, or impose other more restrictive standards

than are required in or under another statute, or local ordinance or regulation, the regulations made under authority of this chapter govern. When the provisions of another statute require more restrictive standards than are required by the regulations made under authority of this chapter, the provisions of that statute govern.

ARTICLE 7.

LOCAL PLANNING—LAND DEVELOPMENT REGULATION

SECTION 6-29-1110. Definitions.

As used in this chapter:

- (1) "Affordable housing" means in the case of dwelling units for sale, housing in which mortgage, amortization, taxes, insurance, and condominium or association fees, if any, constitute no more than twenty-eight percent of the annual household income for a household earning no more than eighty percent of the area median income, by household size, for the metropolitan statistical area as published from time to time by the U.S. Department of Housing and Community Development (HUD) and, in the case of dwelling units for rent, housing for which the rent and utilities constitute no more than thirty percent of the annual household income for a household earning no more than eighty percent of the area median income, by household size for the metropolitan statistical area as published from time to time by HUD.
- (2) "Land development" means the changing of land characteristics through redevelopment, construction, subdivision into parcels, condominium complexes, apartment complexes, commercial parks, shopping centers, industrial parks, mobile home parks, and similar developments for sale, lease, or any combination of owner and rental characteristics.
- (3) "Market-based incentives" mean incentives that encourage private developers to meet the governing authority's goals as developed in this chapter. Incentives may include, but are not limited to:
- (a) density bonuses, allowing developers to build at a density higher than residential zones typically permit, and greater density bonuses, allowing developers to build at a density higher than residential affordable units in development, or allowing developers to purchase density by paying into a local housing trust fund;
 - (b) relaxed zoning regulations including, but not limited to, minimum lot area requirements, limitations of multifamily dwellings, minimum setbacks, yard requirements, variances, reduced parking requirements, and modified street standards;
 - (c) reduced or waived fees including those fees levied on new development projects where affordable housing is addressed, reimburse permit fees to builder upon certification that dwelling unit is affordable and waive up to one hundred percent of sewer/water tap-in fees for affordable housing units;
 - (d) fast-track permitting including, but not limited to, streamlining the permitting process for new development projects and expediting affordable housing developments to help reduce cost and time delays;
 - (e) design flexibility allowing for greater design flexibility, creating preapproved design standards to allow for quick and easy approval, and promoting infill development, mixed use and accessory dwellings.
- (4) "Subdivision" means all divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, lease, or building development, and includes all division of land involving a new street or change in existing streets, and includes re-subdivision which would involve the further division or relocation of lot lines of any lot or lots within a subdivision previously made and approved or recorded according to law; or, the alteration of any streets or the establishment of any new streets within any subdivision previously made and approved or recorded according to law, and includes combinations of lots of record; however, the following exceptions are included within this definition only for the purpose of requiring that the local planning agency be informed and have a record of the subdivisions:
- (a) the combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standards of the governing authority;
 - (b) the division of land into parcels of five acres or more where no new street is involved and plats of these exceptions must be received as information by the planning agency which shall indicate that fact on the plats; and

(c) the combination or recombination of entire lots of record where no new street or change in existing streets is involved.

(5) "Traditional neighborhood design" means development designs intended to enhance the appearance and functionality of the new development so that it functions like a traditional neighborhood or town. These designs make possible reasonably high residential densities, a mixture of residential and commercial land uses, a range of single and multifamily housing types, and street connectivity both within the new development and to surrounding roadways, pedestrian, and bicycle features.

(6) "Nonessential housing regulatory requirements" mean those development standards and procedures that are determined by the local governing body to be not essential within a specific priority investment zone to protect the public health, safety, or welfare and that may otherwise make a proposed housing development economically infeasible. Nonessential housing regulatory requirements may include, but are not limited to:

(a) standards or requirements for minimum lot size, building size, building setbacks, spacing between buildings, impervious surfaces, open space, landscaping, buffering, reforestation, road width, pavements, parking, sidewalks, paved paths, culverts and storm water drainage, and sizing of water and sewer lines that are excessive; and

(b) application and review procedures that require or result in extensive submittals and lengthy review periods.

SECTION 6-29-1120. Legislative intent; purposes.

The public health, safety, economy, good order, appearance, convenience, morals, and general welfare require the harmonious, orderly, and progressive development of land within the municipalities and counties of the State. In furtherance of this general intent, the regulation of land development by municipalities, counties, or consolidated political subdivisions is authorized for the following purposes, among others:

(1) to encourage the development of economically sound and stable municipalities and counties;

(2) to assure the timely provision of required streets, utilities, and other facilities and services to new land developments;

(3) to assure the adequate provision of safe and convenient traffic access and circulation, both vehicular and pedestrian, in and through new land developments;

(4) to assure the provision of needed public open spaces and building sites in new land developments through the dedication or reservation of land for recreational, educational, transportation, and other public purposes; and

(5) to assure, in general, the wise and timely development of new areas, and redevelopment of previously developed areas in harmony with the comprehensive plans of municipalities and counties.

SECTION 6-29-1130. Regulations.

(A) When at least the community facilities element, the housing element, and the priority investment element of the comprehensive plan as authorized by this chapter have been adopted by the local planning commission and the local governing body or bodies, the local planning commission may prepare and recommend to the governing body or bodies for adoption regulations governing the development of land within the jurisdiction. These regulations may provide for the harmonious development of the municipality and the county; for coordination of streets within subdivision and other types of land developments with other existing or planned streets or official map streets; for the size of blocks and lots; for the dedication or reservation of land for streets, school sites, and recreation areas and of easements for utilities and other public services and facilities; and for the distribution of population and traffic which will tend to create conditions favorable to health, safety, convenience, appearance, prosperity, or the general welfare. In particular, the regulations shall prescribe that no land development plan, including subdivision plats, will be approved unless all land intended for use as building sites can be used safely for building purposes, without danger from flood or other inundation or from other menaces to health, safety, or public welfare.

(B) These regulations may include requirements as to the extent to which and the manner in which streets must be graded, surfaced, and improved, and water, sewers, septic tanks, and other utility mains, piping, connections, or other facilities must be installed as a condition precedent to the approval of the plan. The governing authority of the municipality and the governing authority of the county are

given the power to adopt and to amend the land development regulations after a public hearing on it, giving at least thirty days' notice of the time and place by publication in a newspaper of general circulation in the municipality or county.

SECTION 6-29-1140. Development plan to comply with regulations; submission of unapproved plan for recording is a misdemeanor.

After the local governing authority has adopted land development regulations, no subdivision plat or other land development plan within the jurisdiction of the regulations may be filed or recorded in the office of the county where deeds are required to be recorded, and no building permit may be issued until the plat or plan bears the stamp of approval and is properly signed by the designated authority. The submission for filing or the recording of a subdivision plat or other land development plan without proper approval as required by this chapter is declared a misdemeanor and, upon conviction, is punishable as provided by law.

SECTION 6-29-1145. Determining existence of restrictive covenant; effect.

(A) In an application for a permit, the local planning agency must inquire in the application or by written instructions to an applicant whether the tract or parcel of land is restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the permitted activity.

(B) If a local planning agency has actual notice of a restrictive covenant on a tract or parcel of land that is contrary to, conflicts with, or prohibits the permitted activity:

- (1) in the application for the permit;
- (2) from materials or information submitted by the person or persons requesting the permit; or
- (3) from any other source including, but not limited to, other property holders, the local planning agency must not issue the permit unless the local planning agency receives confirmation from the applicant that the restrictive covenant has been released for the tract or parcel of land by action of the appropriate authority or property holders or by court order.

(C) As used in this section:

- (1) "actual notice" is not constructive notice of documents filed in local offices concerning the property, and does not require the local planning agency to conduct searches in any records offices for filed restrictive covenants;
- (2) "permit" does not mean an authorization to build or place a structure on a tract or parcel of land; and
- (3) "restrictive covenant" does not mean a restriction concerning a type of structure that may be built or placed on a tract or parcel of land.

SECTION 6-29-1150. Submission of plan or plat to planning commission; record; appeal.

(A) The land development regulations adopted by the governing authority must include a specific procedure for the submission and approval or disapproval by the planning commission or designated staff. These procedures may include requirements for submission of sketch plans, preliminary plans, and final plans for review and approval or disapproval. Time limits, not to exceed sixty days, must be set forth for action on plans or plats, or both, submitted for approval or disapproval. Failure of the designated authority to act within sixty days of the receipt of development plans or subdivision plats with all documentation required by the land development regulations is considered to constitute approval, and the developer must be issued a letter of approval and authorization to proceed based on the plans or plats and supporting documentation presented. The sixty-day time limit may be extended by mutual agreement.

(B) A record of all actions on all land development plans and subdivision plats with the grounds for approval or disapproval and any conditions attached to the action must be maintained as a public record. In addition, the developer must be notified in writing of the actions taken.

(C) Staff action, if authorized, to approve or disapprove a land development plan may be appealed to the planning commission by any party in interest. The planning commission must act on the appeal within sixty days, and the action of the planning commission is final.

(D)(1) An appeal from the decision of the planning commission must be taken to the circuit court within thirty days after actual notice of the decision.

(2) A property owner whose land is the subject of a decision of the planning commission may appeal by filing a notice of appeal with the circuit court accompanied by a request for pre-litigation mediation in accordance with Section 6-29-1155.

A notice of appeal and request for pre-litigation mediation must be filed within thirty days after the decision of the board is mailed.

(3) Any filing of an appeal from a particular planning commission decision pursuant to the provisions of this chapter must be given a single docket number, and the appellant must be assessed only one filing fee pursuant to Section 8-21-310(11)(a).

(4) When an appeal includes no issues triable of right by jury or when the parties consent, the appeal must be placed on the nonjury docket. A judge, upon request by any party, may in his discretion give the appeal precedence over other civil cases. Nothing in this subsection prohibits a property owner from subsequently electing to assert a pre-existing right to trial by jury of any issue beyond the subject matter jurisdiction of the planning commission, such as, but not limited to, a determination of the amount of damages due for an unconstitutional taking.

SECTION 6-29-1155. Pre-litigation mediation; notice; settlement approval; effect on real property; unsuccessful mediation.

(A) If a property owner files a notice of appeal with a request for pre-litigation mediation, the request for mediation must be granted, and the mediation must be conducted in accordance with South Carolina Circuit Court Alternative Dispute Resolution Rules and this section. A person who is not the owner of the property may petition to intervene as a party, and this motion must be granted if the person has a substantial interest in the decision of the planning commission.

(B) The property owner or his representative, any other person claiming an ownership interest in the property or his representative, and any other person who has been granted leave to intervene pursuant to subsection (A) or his representative must be notified and have the opportunity to attend the mediation. The governmental entity must be represented by at least one person for purposes of mediation.

(C) Within five working days of a successful mediation, the mediator must provide the parties with a signed copy of the written mediation agreement.

(D) Before the terms of a mediation settlement may take effect, the mediation settlement must be approved by:

- (1) the local legislative governing body in public session; and
- (2) the circuit court as provided in subsection (G).

(E) Any land use or other change agreed to in mediation which affects existing law is effective only as to the real property which is the subject of the mediation, and a settlement agreement sets no precedent as to other parcels of real property.

(F) If mediation is not successful or if the mediated settlement is not approved by the local legislative governing body, a property owner may appeal by filing a petition in writing setting forth plainly, fully, and distinctly why the decision is contrary to law. The petition must be filed with the circuit court within thirty days of:

- (1) the report of an impasse as provided in the South Carolina Circuit Court Alternative Dispute Resolution Rules; or
- (2) the failure to approve the settlement by the local governing body.

(G) The circuit court judge must approve the settlement if the settlement has a rational basis in accordance with the standards of this chapter. If the mediated settlement is not approved by the court, the judge must schedule a hearing for the parties to present evidence and must issue a written opinion containing findings of law and fact. A party may appeal from the decision:

- (1) in the same manner as provided by law for appeals from other judgments of the circuit court; or
- (2) by filing an appeal pursuant to subsection (F).

SECTION 6-29-1160. Recording unapproved land development plan or plat; penalty; remedies.

The county official whose duty it is to accept and record real estate deeds and plats may not accept, file, or record a land development plan or subdivision plat involving a land area subject to land development regulations adopted pursuant to this chapter unless the development plan or subdivision plat has been properly approved. If a public official violates the provisions of this section, he is, in each instance, subject to the penalty provided in this article and the affected governing body, private individual, or corporation has rights and remedies as to enforcement or collection as are provided, and may enjoin any violations of them.

SECTION 6-29-1170. Approval of plan or plat not acceptance of dedication of land.

The approval of the land development plan or subdivision plat may not be deemed to automatically constitute or effect an acceptance by the municipality or the county or the public of the dedication of any street, easement, or other ground shown upon the plat. Public acceptance of the lands must be by action of the governing body customary to these transactions.

SECTION 6-29-1180. Surety bond for completion of site improvements.

In circumstances where the land development regulations adopted pursuant to this chapter require the installation and approval of site improvements prior to approval of the land development plan or subdivision plat for recording in the office of the county official whose duty it is to accept and record the instruments, the developer may be permitted to post a surety bond, certified check, or other instrument readily convertible to cash. The surety must be in an amount equal to at least one hundred twenty-five percent of the cost of the improvement. This surety must be in favor of the local government to ensure that, in the event of default by the developer, funds will be used to install the required improvements at the expense of the developer.

SECTION 6-29-1190. Transfer of title to follow approval and recording of development plan; violation is a misdemeanor.

The owner or agent of the owner of any property being developed within the municipality or county may not transfer title to any lots or parts of the development unless the land development plan or subdivision has been approved by the local planning commission or designated authority and an approved plan or plat recorded in the office of the county charged with the responsibility of recording deeds, plats, and other property records. A transfer of title in violation of this provision is a misdemeanor and, upon conviction, must be punished in the discretion of the court. A description by metes and bounds in the instrument of transfer or other document used in the process of transfer does not exempt the transaction from these penalties. The municipality or county may enjoin the transfer by appropriate action.

SECTION 6-29-1200. Approval of street names required; violation is a misdemeanor, changing street name.

(A) A local planning commission created under the provisions of this chapter shall, by proper certificate, approve and authorize the name of a street or road laid out within the territory over which the commission has jurisdiction. It is unlawful for a person in laying out a new street or road to name the street or road on a plat, by a marking or in a deed or instrument without first getting the approval of the planning commission. Any person violating this provision is guilty of a misdemeanor and, upon conviction, must be punished in the discretion of the court.

(B) A commission may, after reasonable notice through a newspaper having general circulation in which the commission is created and exists, change the name of a street or road within the boundary of its territorial jurisdiction:

(1) when there is duplication of names or other conditions which tend to confuse the traveling public or the delivery of mail, orders, or messages;

(2) when it is found that a change may simplify marking or giving of directions to persons seeking to locate addresses; or

(3) upon any other good and just reason that may appear to the commission.

(C) On the name being changed, after reasonable opportunity for a public hearing, the planning commission shall issue its certificate designating the change, which must be recorded in the office of the register of deeds or clerk of court, and the name changed and certified is the legal name of the street or road.

EDUCATIONAL REQUIREMENTS FOR LOCAL GOVERNMENT PLANNING OR ZONING OFFICIALS OR EMPLOYEES

SECTION 6-29-1310. Definitions.

As used in this article:

- (1) "Advisory committee" means the State Advisory Committee on Educational Requirements for Local Government Planning or Zoning Officials and Employees;
- (2) "Appointed official" means a planning commissioner, board of zoning appeals member, or board of architectural review member;
- (3) "Clerk" means the clerk of the local governing body;
- (4) "Local governing body" means the legislative governing body of a county or municipality;
- (5) "Planning or zoning entity" means a planning commission, board of zoning appeals, or board of architectural review;
- (6) "Professional employee" means a planning professional, zoning administrator, zoning official, or a deputy or assistant of a planning professional, zoning administrator, or zoning official.

SECTION 6-29-1320. Identification of persons covered by act; compliance schedule.

(A) The local governing body must:

(1) by no later than December 31st of each year, identify the appointed officials and professional employees for the jurisdiction and provide a list of those appointed officials and professional employees to the clerk and each planning or zoning entity in the jurisdiction; and

(2) annually inform each planning or zoning entity in the jurisdiction of the requirements of this article.

(B) Appointed officials and professional employees must comply with the provisions of this article according to the following dates and populations based on the population figures of the latest official United States Census:

(1) municipalities and counties with a population of 35,000 and greater: by January 1, 2006; and

(2) municipalities and counties with a population under 35,000: by January 1, 2007.

SECTION 6-29-1330. State Advisory Committee; creation; members; terms; duties; compensation; meetings; fees charged.

(A) There is created the State Advisory Committee on Educational Requirements for Local Government Planning or Zoning Officials and Employees.

(B) The advisory committee consists of five members appointed by the Governor. The advisory committee consists of:

(1) a planner recommended by the South Carolina Chapter of the American Planning Association;

(2) a municipal official or employee recommended by the Municipal Association of South Carolina;

(3) a county official or employee recommended by the South Carolina Association of Counties;

(4) a representative recommended by the University of South Carolina's Institute for Public Service and Policy Research; and

(5) a representative recommended by Clemson University's Department of Planning and Landscape Architecture. Recommendations must be submitted to the Governor not later than the thirty-first day of December of the year preceding the year in which appointments expire. If the Governor rejects any person recommended for appointment, the group or association who recommended the person must submit additional names to the Governor for consideration.

(C) The members of the advisory committee must serve a term of four years and until their successors are appointed and qualify, except that for the members first appointed to the advisory committee, the planner must serve a term of three years; the municipal official or employee and the county official or

employee must each serve a term of two years, and the university representatives must each serve a term of one year. A vacancy on the advisory committee must be filled in the manner of the original appointment for the remainder of the unexpired term. The Governor may remove a member of the advisory committee in accordance with Section 1-3-290(b).

(D) The advisory committee's duties are to:

(1) compile and distribute a list of approved orientation and continuing education programs that satisfy the educational requirements in Section 6-29-1340;

(2) determine categories of persons with advanced degrees, training, or experience, that are eligible for exemption from the educational requirements in Section 6-29-1340; and

(3) make an annual report to the President Pro Tempore of the Senate and Speaker of the House of Representatives, no later than April fifteenth of each year, providing a detailed account of the advisory committee's:

(a) activities;

(b) expenses;

(c) fees collected; and

(d) determinations concerning approved education programs and categories of exemption.

(E) A list of approved education programs and categories of exemption by the advisory committee must be available for public distribution through notice in the State Register and posting on the General Assembly's Internet website. This list must be updated by the advisory committee at least annually.

(F) The members of the advisory committee must serve without compensation and must meet at a set location to which members must travel no more frequently than quarterly, at the call of the chairman selected by majority vote of at least a quorum of the members. Nothing in this subsection prohibits the chairman from using discretionary authority to conduct additional meetings by telephone conference if necessary. These telephone conference meetings may be conducted more frequently than quarterly. Three members of the advisory committee constitute a quorum. Decisions concerning the approval of education programs and categories of exemption must be made by majority vote with at least a quorum of members participating.

(G) The advisory committee may assess by majority vote of at least a quorum of the members a nominal fee to each entity applying for approval of an orientation or continuing education program; however, any fees charged must be applied to the operating expenses of the advisory committee and must not result in a net profit to the groups or associations that recommend the members of the advisory committee. An accounting of any fees collected by the advisory committee must be made in the advisory committee's annual report to the President Pro Tempore of the Senate and Speaker of the House of Representatives.

SECTION 6-29-1340. Educational requirements; time-frame for completion; subjects.

(A) Unless expressly exempted as provided in Section 6-29-1350, each appointed official and professional employee must:

(1) no earlier than one hundred and eighty days prior to and no later than three hundred and sixty-five days after the initial date of appointment or employment, attend a minimum of six hours of orientation training in one or more of the subjects listed in subsection (C); and

(2) annually, after the first year of service or employment, but no later than three hundred and sixty-five days after each anniversary of the initial date of appointment or employment, attend no fewer than three hours of continuing education in any of the subjects listed in subsection (C).

(B) An appointed official or professional employee who attended six hours of orientation training for a prior appointment or employment is not required to comply with the orientation requirement for a subsequent appointment or employment after a break in service. However, unless expressly exempted as provided in Section 6-29-1350, upon a subsequent appointment or employment, the appointed official or professional employee must comply with an annual requirement of attending no fewer than three hours of continuing education as provided in this section.

(C) The subjects for the education required by subsection (A) may include, but not be limited to, the following:

- (1) land use planning;
- (2) zoning;
- (3) floodplains;
- (4) transportation;
- (5) community facilities;
- (6) ethics;
- (7) public utilities;
- (8) wireless telecommunications facilities;
- (9) parliamentary procedure;
- (10) public hearing procedure;
- (11) administrative law;
- (12) economic development;
- (13) housing;
- (14) public buildings;
- (15) building construction;
- (16) land subdivision; and
- (17) powers and duties of the planning commission, board of zoning appeals, or board of architectural review.

(D) In order to meet the educational requirements of subsection (A), an educational program must be approved by the advisory committee.

SECTION 6-29-1350. Exemption From educational requirements.

(A) An appointed official or professional employee who has one or more of the following qualifications is exempt from the educational requirements of Section 6-29-1340:

- (1) certification by the American Institute of Certified Planners;
- (2) a masters or doctorate degree in planning from an accredited college or university;
- (3) a masters or doctorate degree or specialized training or experience in a field related to planning as determined by the advisory committee;
- (4) a license to practice law in South Carolina.

(B) An appointed official or professional employee who is exempt from the educational requirements of Section 6-29-1340 must file a certification form and documentation of his exemption as required in Section 6-29-1360 by no later than the first anniversary date of his appointment or employment. An exemption is established by a single filing for the tenure of the appointed official or professional employee and does not require the filing of annual certification forms and conforming documentation.

SECTION 6-29-1360. Certification.

(A) An appointed official or professional employee must certify that he has satisfied the educational requirements in Section 6-29-1340 by filing a certification form and documentation with the clerk no later than the anniversary date of the appointed official's appointment or professional employee's employment each year.

(B) Each certification form must substantially conform to the following form and all applicable portions of the form must be completed:

EDUCATIONAL REQUIREMENTS

CERTIFICATION FORM

FOR LOCAL GOVERNMENT PLANNING OR ZONING

OFFICIALS OR EMPLOYEES

To report compliance with the educational requirements, please complete and file this form each year with the clerk of the local governing body no later than the anniversary date of your appointment or employment. To report an exemption from the educational requirements, please complete and file this form with the clerk of the local governing body by no later than the first anniversary of your current appointment or employment. Failure to timely file this form may subject an appointed official to removal for cause and an employee to dismissal.

Name of Appointed Official or Employee: _____

Position: _____

Initial Date of Appointment or Employment: _____

Filing Date: _____

I have attended the following orientation or continuing education program(s) within the last three hundred and sixty-five days. (Please note that a program completed more than one hundred and eighty days prior to the date of your initial appointment or employment may not be used to satisfy this requirement.):

Program Name Sponsor Location Date Held Hours of Instruction

Also attached with this form is documentation that I attended the program(s).

OR

I am exempt from the orientation and continuing education requirements because (Please initial the applicable response on the line provided):

I am certified by the American Institute of Certified Planners.

I hold a masters or doctorate degree in planning from an accredited college or university.

I hold a masters or doctorate degree or have specialized training or experience in a field related to planning as determined by the State Advisory Committee on Educational Requirements for Local Government Planning or Zoning Officials and Employees. (Please describe your advanced degree or specialty on the line provided.)

I am licensed to practice law in South Carolina.

Also attached with this form is documentation to confirm my exemption.

I certify that I have satisfied or am exempt from the educational requirements for local planning or zoning officials or employees.

Signature: _____

(C) Each appointed official and professional employee is responsible for obtaining written documentation that either:

(1) is signed by a representative of the sponsor of any approved orientation or continuing education program for which credit is claimed and acknowledges that the filer attended the program for which credit is claimed; or

(2) establishes the filer's exemption.

The documentation must be filed with the Clerk as required by this section.

SECTION 6-29-1370. Sponsorship and funding of programs; compliance and exemption; certification as public records.

(A) The local governing body is responsible for:

- (1) sponsoring and providing approved education programs; or
- (2) funding approved education programs provided by a sponsor other than the local governing body for the appointed officials and professional employees in the jurisdiction.

(B) The clerk must keep in the official public records originals of:

- (1) all filed forms and documentation that certify compliance with educational requirements for three years after the calendar year in which each form is filed; and
- (2) all filed forms and documentation that certify an exemption for the tenure of the appointed official or professional employee.

SECTION 6-29-1380. Failure to complete training requirements; false documentation.

(A) An appointed official is subject to removal from office for cause as provided in Section 6-29-350, 6-29-780, or 6-29-970 if he:

- (1) fails to complete the requisite number of hours of orientation training and continuing education within the time allotted under Section 6-29-1340; or
- (2) fails to file the certification form and documentation required by Section 6-29-1360.

(B) A professional employee is subject to suspension or dismissal from employment relating to planning or zoning by the local governing body or planning or zoning entity if he:

- (1) fails to complete the requisite number of hours of orientation training and continuing education within the time allotted under Section 6-29-1340; or
- (2) fails to file the certification form and documentation required by Section 6-29-1360.

(C) A local governing body must not appoint a person who has falsified the certification form or documentation required by Section 6-29-1360 to serve in the capacity of an appointed official.

(D) A local governing body or planning or zoning entity must not employ a person who has falsified the certification form or documentation required by Section 6-29-1360 to serve in the capacity of a professional employee.

ARTICLE 11

VESTED RIGHTS

SECTION 6-29-1510. Citation of article.

This article may be cited as the "Vested Rights Act".

SECTION 6-29-1520. Definitions.

As used in this article:

- (1) "Approved" or "approval" means a final action by the local governing body or an exhaustion of all administrative remedies that results in the authorization of a site specific development plan or a phased development plan.
- (2) "Building permit" means a written warrant or license issued by a local building official that authorizes the construction or renovation of a building or structure at a specified location.
- (3) "Conditionally approved" or "conditional approval" means an interim action taken by a local governing body that provides authorization for a site specific development plan or a phased development plan but is subject to approval.
- (4) "Landowner" means an owner of a legal or equitable interest in real property including the heirs, devisees, successors, assigns, and personal representatives of the owner. "Landowner" may include a person holding a valid option to purchase real property pursuant to a contract with the owner to act as his agent or representative for purposes of submitting a proposed site specific development plan or a phased development plan pursuant to this article.

(5) "Local governing body" means: (a) the governing body of a county or municipality, or (b) a county or municipal body authorized by statute or by the governing body of the county or municipality to make land-use decisions.

(6) "Person" means an individual, corporation, business or land trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any legal entity as defined by South Carolina laws.

(7) "Phased development plan" means a development plan submitted to a local governing body by a landowner that shows the types and density or intensity of uses for a specific property or properties to be developed in phases, but which do not satisfy the requirements for a site specific development plan.

(8) "Real property" or "property" means all real property that is subject to the land use and development ordinances or regulations of a local governing body, and includes the earth, water, and air, above, below, or on the surface, and includes improvements or structures customarily regarded as a part of real property.

(9) "Site specific development plan" means a development plan submitted to a local governing body by a landowner describing with reasonable certainty the types and density or intensity of uses for a specific property or properties. The plan may be in the form of, but is not limited to, the following plans or approvals: planned unit development; subdivision plat; preliminary or general development plan; variance; conditional use or special use permit plan; conditional or special use district zoning plan; or other land use approval designations as are used by a county or municipality.

(10) "Vested right" means the right to undertake and complete the development of property under the terms and conditions of a site specific development plan or a phased development plan as provided in this article and in the local land development ordinances or regulations adopted pursuant to this chapter.

SECTION 6-29-1530. Two-year vested right established on approval of site specific development plan; conforming ordinances and regulations; renewal.

(A)(1) A vested right is established for two years upon the approval of a site specific development plan.

(2) On or before July 1, 2009, in the local land development ordinances or regulations adopted pursuant to this chapter, a local governing body must provide for:

(a) the establishment of a two year vested right in an approved site specific development plan; and
 (b) a process by which the landowner of real property with a vested right may apply at the end of the vesting period to the local governing body for an annual extension of the vested right. The local governing body must approve applications for at least five annual extensions of the vested right unless an amendment to the land development ordinances or regulations has been adopted that prohibits approval.

(3) A local governing body may provide in its local land development ordinances or regulations adopted pursuant to this chapter for the establishment of a two-year vested right in a conditionally approved site specific development plan.

(C) A local governing body may provide in its local land development ordinances or regulations adopted pursuant to this chapter for the establishment of a vested right in an approved or conditionally approved phased development plan not to exceed five years.

SECTION 6-29-1540. Conditions and limitations.

A vested right established by this article and in accordance with the standards and procedures in the land development ordinances or regulations adopted pursuant to this chapter is subject to the following conditions and limitations:

- (1) the form and contents of a site specific development plan must be prescribed in the land development ordinances or regulations;
- (2) the factors that constitute a site specific development plan sufficient to trigger a vested right must be included in the land development ordinances or regulations;
- (3) if a local governing body establishes a vested right for a phased development plan, a site specific development plan may be required for approval with respect to each phase in accordance with regulations in effect at the time of vesting;

- (4) a vested right established under a conditionally approved site specific development plan or conditionally approved phased development plan may be terminated by the local governing body upon its determination, following notice and public hearing, that the landowner has failed to meet the terms of the conditional approval;
- (5) the land development ordinances or regulations amended pursuant to this article must designate a vesting point earlier than the issuance of a building permit but not later than the approval by the local governing body of the site specific development plan or phased development plan that authorizes the developer or landowner to proceed with investment in grading, installation of utilities, streets, and other infrastructure, and to undertake other significant expenditures necessary to prepare for application for a building permit;
- (6) a site specific development plan or phased development plan for which a variance, regulation, or special exception is necessary does not confer a vested right until the variance, regulation, or special exception is obtained;
- (7) a vested right for a site specific development plan expires two years after vesting. The land development ordinances or regulations must authorize a process by which the landowner of real property with a vested right may apply at the end of the vesting period to the local governing body for an annual extension of the vested right. The local governing body must approve applications for at least five annual extensions of the vested right unless an amendment to the land development ordinances or regulations has been adopted that prohibits approval. The land development ordinances or regulations may authorize the local governing body to:
- (a) set a time of vesting for a phased development plan not to exceed five years; and
 - (b) extend the time for a vested site specific development plan to a total of five years upon a determination that there is just cause for extension and that the public interest is not adversely affected. Upon expiration of a vested right, a building permit may be issued for development only in accordance with applicable land development ordinances or regulations;
- (8) a vested site specific development plan or vested phased development plan may be amended if approved by the local governing body pursuant to the provisions of the land development ordinances or regulations;
- (9) a validly issued building permit does not expire or is not revoked upon expiration of a vested right, except for public safety reasons or as prescribed by the applicable building code;
- (10) a vested right to a site specific development plan or phased development plan is subject to revocation by the local governing body upon its determination, after notice and public hearing, that there was a material misrepresentation by the landowner or substantial noncompliance with the terms and conditions of the original or amended approval;
- (11) a vested site specific development plan or vested phased development plan is subject to later enacted federal, state, or local laws adopted to protect public health, safety, and welfare including, but not limited to, building, fire, plumbing, electrical, and mechanical codes and nonconforming structure and use regulations which do not provide for the grandfathering of the vested right. The issuance of a building permit vests the specific construction project authorized by the building permit to the building, fire, plumbing, electrical, and mechanical codes in force at the time of the issuance of the building permit;
- (12) a vested site specific development plan or vested phased development plan is subject to later local governmental overlay zoning that imposes site plan-related requirements but does not affect allowable types, height as it affects density or intensity of uses, or density or intensity of uses;
- (13) a change in the zoning district designation or land-use regulations made subsequent to vesting that affect real property does not operate to affect, prevent, or delay development of the real property under a vested site specific development plan or vested phased development plan without consent of the landowner;
- (14) if real property having a vested site specific development plan or vested phased development plan is annexed, the governing body of the municipality to which the real property has been annexed must determine, after notice and public hearing in which the landowner is allowed to present evidence, if the vested right is effective after the annexation;
- (15) a local governing body must not require a landowner to waive his vested rights as a condition of approval or conditional approval of a site specific development plan or a phased development plan; and

(15) the land development ordinances or regulations adopted pursuant to this article may provide additional terms or phrases, consistent with the conditions and limitations of this section, that are necessary for the implementation or determination of vested rights.

SECTION 6-29-1550. Vested right attaches to real property; applicability of laws relating to public health, safety and welfare.

A vested right pursuant to this section is not a personal right, but attaches to and runs with the applicable real property. The landowner and all successors to the landowner who secure a vested right pursuant to this article may rely upon and exercise the vested right for its duration subject to applicable federal, state, and local laws adopted to protect public health, safety, and welfare including, but not limited to, building, fire, plumbing, electrical, and mechanical codes and nonconforming structure and use regulations which do not provide for the grandfathering of the vested right. This article does not preclude judicial determination that a vested right exists pursuant to other statutory provisions. This article does not affect the provisions of a development agreement executed pursuant to the South Carolina Local Government Development Agreement Act in Chapter 31 of Title 6.

SECTION 6-29-1560. Establishing vested right in absence of local ordinances providing therefor; significant affirmative government acts.

(A) If a local governing body does not have land development ordinances or regulations or fails to adopt an amendment to its land development ordinances or regulations as required by this section, a landowner has a vested right to proceed in accordance with an approved site specific development plan for a period of two years from the approval. The landowner of real property with a vested right may apply at the end of the vesting period to the local governing body for an annual extension of the vested right. The local governing body must approve applications for at least five annual extensions of the vested right unless an amendment to the land development ordinances or regulations has been adopted that prohibits approval. For purposes of this section, the landowner's rights are considered vested in the types of land use and density or intensity of uses defined in the development plan and the vesting is not affected by later amendment to a zoning ordinance or land use or development regulation if the landowner:

(1) obtains, or is the beneficiary of, a significant affirmative government act that remains in effect allowing development of a specific project;

(2) relies in good faith on the significant affirmative government act; and

(3) incurs significant obligations and expenses in diligent pursuit of the specific project in reliance on the significant affirmative government act.

(B) For the purposes of this section, the following are significant affirmative governmental acts allowing development of a specific project:

(1) the local governing body has accepted exactions or issued conditions that specify a use related to a zoning amendment;

(2) the local governing body has approved an application for a rezoning for a specific use;

(3) the local governing body has approved an application for a density or intensity of use;

(4) the local governing body or board of appeals has granted a special exception or use permit with conditions;

(5) the local governing body has approved a variance;

(6) the local governing body or its designated agent has approved a preliminary subdivision plat, site plan, or plan of phased development for the landowner's property and the applicant diligently pursues approval of the final plat or plan within a reasonable period of time under the circumstances; or

(7) the local governing body or its designated agent has approved a final subdivision plat, site plan, or plan of phased development for the landowner's property.

Educational requirements for local planning and zoning officials

ARTICLE 13.

FEDERAL DEFENSE FACILITIES UTILIZATION INTEGRITY PROTECTION

SECTION 6-29-1610. Short title.

This article may be cited as the "Federal Defense Facilities Utilization Integrity Protection Act".

SECTION 6-29-1620. Legislative purpose.

The General Assembly finds:

(1) As South Carolina continues to grow, there is significant potential for uncoordinated development in areas contiguous to federal military installations that can undermine the integrity and utility of land and airspace currently used for mission readiness and training.

(2) Despite consistent cooperation on the part of local government planners and developers, this potential remains for unplanned development in areas that could undermine federal military utility of lands and airspace in South Carolina.

(3) It is, therefore, essential and in the best interests of the people of South Carolina to enact processes that will ensure that development in areas near federal military installations is conducted in a coordinated manner that takes into account and provides a voice for federal military interests in planning and zoning decisions by local governments.

SECTION 6-29-1625. Definitions.

(A) For purposes of this article, "federal military installations" includes Fort Jackson, Shaw Air Force Base, McEntire Air Force Base, Charleston Air Force Base, Beaufort Marine Corps Air Station, Beaufort Naval Hospital, Parris Island Marine Recruit Depot, and Charleston Naval Weapons Station.

(B) For purposes of this article, a "federal military installation overlay zone" is an "overlay zone" as defined in Section 6-29-720(C)(5) in a geographic area including a federal military installation as defined in this section.

SECTION 6-29-1630. Local planning department investigations, recommendations and findings; incorporation into official maps.

(A) In any local government which has established a planning department or other entity, such as a board of zoning appeals, charged with the duty of establishing, reviewing, or enforcing comprehensive land use plans or zoning ordinances, that planning department or other entity, with respect to each proposed land use or zoning decision involving land that is located within a federal military installation overlay zone or, if there is no such overlay zone, within three thousand feet of any federal military installation, or within the three thousand foot Clear Zone and Accident Potential Zones Numbers I and II as prescribed in 32 C.F.R. Section 256, defining Air Installation Compatible Use Zones of a federal military airfield, shall:

(1) at least thirty days prior to any hearing conducted pursuant to Section 6-29-530 or 6-29-800, request from the commander of the federal military installation a written recommendation with supporting facts with regard to the matters specified in subsection (C) relating to the use of the property which is the subject of review; and

(2) upon receipt of the written recommendation specified in subsection (A) (1) make the written recommendations a part of the public record, and in addition to any other duties with which the planning department or other entity is charged by the local government, investigate and make recommendations of findings with respect to each of the matters enumerated in subsection (C).

(B) If the base commander does not submit a recommendation pursuant to subsection (A)(1) by the date of the public hearing, there is a presumption that the land use plan or zoning proposal does not have any adverse effect relative to the matters specified in subsection (C).

(C) The matters the planning department or other entity shall address in its investigation, recommendations, and findings must be:

(1) whether the land use plan or zoning proposal will permit a use that is suitable in view of the fact that the property under review is within the federal military installation overlay zone, or, if there is no such overlay zone located within three thousand feet of a federal military installation or within the three thousand foot Clear Zone and Accident Potential Zones Numbers I and II as prescribed in 32 C.F.R. Section 256, defining Air Installation Compatible Use Zones of a federal military airfield;

(2) whether the land use plan or zoning proposal will adversely affect the existing use or usability of nearby property within the federal military installation overlay zone, or, if there is no such overlay zone,

within three thousand feet of a federal military installation, or within the three thousand foot Clear Zone and Accident Potential Zones Numbers I and II as prescribed in 32 C.F.R. Section 256, defining Air Installation Compatible Use Zones of a federal military airfield;

(3) whether the property to be affected by the land use plan or zoning proposal has a reasonable economic use as currently zoned;

(4) whether the land use plan or zoning proposal results in a use which causes or may cause a safety concern with respect to excessive or burdensome use of existing streets, transportation facilities, utilities, or schools where adjacent or nearby property is used as a federal military installation;

(5) if the local government has an adopted land use plan, whether the zoning proposal is in conformity with the policy and intent of the land use plan given the proximity of a federal military installation; and

(6) whether there are other existing or changing conditions affecting the use of the nearby property such as a federal military installation which give supporting grounds for either approval or disapproval of the proposed land use plan or zoning proposal.

(D) Where practicable, local governments shall incorporate identified boundaries, easements, and restrictions for federal military installations into official maps as part of their responsibilities delineated in Section 6-29-340.

SECTION 6-29-1640. Application to former or closing military installations.

Nothing in this article is to be construed to apply to former military installations, or approaches or access related thereto, that are in the process of closing or redeveloping pursuant to base realignment and closure proceedings, including the former naval base facility on the Cooper River in and near the City of North Charleston, nor to the planned uses of, or construction of facilities on or near, that property by the South Carolina State Ports Authority, nor to the construction and uses of transportation routes and facilities necessary or useful thereto.



PUBLIC HEARING SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

BATE: December 7, 2010 7:00 p.m.

Ordinance 2010-32

"AN ORDINANCE TO AMEND THE AGREEMENT AUTHORIZED BY ORDINANCES NO. 2006-027, 2008-017, 2010-04 and 2010-24 RELATING TO THE INDUSTRIAL/BUSINESS PARK OF OCONEE AND PICKENS COUNTIES SO AS TO ENLARGE THE PARK."

Ordinance 2010-33

"AN ORDINANCE AMENDING THE OCONEE COUNTY CODE OF ORDINANCES, SECTION 34-1 RELATING TO THE OCONEE COUNTY INFRASTRUCTURE ADVISORY COMMISSION"

Ordinance 2010-34

"AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND SCHNEIDER ELECTRIC USA, INC.; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT"

Ordinance 2010-36

"AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2011, OF OCONEE COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$17,000,000; FIXING THE FORM AND CERTAIN DETAILS OF THE BONDS; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING HERETO"

Ordinance 2010-37

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

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

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

	Ordinance #	2010-32	2010-33	2010-34	2010-36	2010-37
1.	Boso, Michael			X	X	
2.	Bohosere	-	X	-	X	-
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						

County General Fund Budget Surpluses – Fiscal Years 1996-2009

	Revenues \$M			Expenditures \$M			\$M	Average
Year	Budget	Actual	Variance	Budget	Actual	Variance	Avg Surplus	Surplus %
1996	17.54	18.25	0.71	16.23	14.78	1.45	2.16	12.3%
1997	19.47	19.06	(0.41)	17.29	16.02	1.26	0.85	4.4%
1998	23.72	24.54	0.82	21.42	18.95	2.47	3.29	13.9%
1999	23.95	23.90	(0.05)	22.76	20.03	2.73	2.68	11.2%
2000	24.40	25.55	1.15	23.99	22.08	1.92	3.06	12.6%
2001	25.83	26.66	0.83	25.22	22.74	2.48	3.31	12.8%
2002	26.48	27.15	0.67	28.70	29.57	(0.87)	(0.20)	-0.7%
2003	29.32	27.73	(1.59)	31.35	29.88	1.47	(0.13)	-0.4%
2004	30.45	29.94	(0.52)	33.69	30.09	3.60	3.08	10.1%
2005	30.55	30.72	0.16	34.31	27.62	6.68	6.84	22.4%
2006	35.84	37.59	1.76	31.50	29.29	2.20	3.96	11.0%
2007	36.16	38.87	2.71	37.19	30.46	6.73	9.44	26.1%
2008	39.56	40.23	0.67	40.04	33.80	6.24	6.91	17.5%
2009	40.72	40.66	(0.06)	43.71	34.86	8.86	8.80	21.6%
2010	42.66			Ests	Per Finance Dir		1.0 to 2.0	
2010	Will be	avail	soon.		Gussed by others		up to 5.0	
		9+ yr		13+ yr			12+ yr	330k tot
1996 - 2009 Totals	403.99	410.83	6.84 1.69%	407.39	360.17	47.22 11.6%	54.06	12.5% avg 13.4 thru 14 years

All data was extracted from audited annual financial reports on County website, www.oconeesc.com.

Current County Plans for Spending

Moving targets, estimates not exact, but are in the ballpark.

Council has no detailed plans, no estimates of operating expense.

1. Project North

Purchase \$2.5M **All money is coming out of the hides of county taxpayers!**
Playground - Estimates \$20-30M, assume and use \$10M
Industrial park infrastructure \$10M

1. Propex – despite denials, it is definitely a Super Fund toxic waste site with unknown liabilities!

Purchase \$1M
Industrial park infrastructure \$3M

1. Golden Corner Commerce Park, aka Fair Play hayfield

Industrial park infrastructure \$1M
Sewer system \$6M

1. Jail - Construction \$17M

1. Broadband - County portion \$5M

1. Spec building - \$2M

1. Walhalla High School - \$50M Not a county item, but county taxpayers bear the full cost!

2. Fire plan

Unknown costs, will be announced soon
Long term, if we do what is needed - many millions
New substations \$1M, financial help for rural volunteer stations \$??M, paid firefighters \$??M

**Total excluding school and uncertain ?? items: almost \$60M
plus unknown major increases in operating costs**

Bonding limit today is \$38.8M, used is \$5.6M less 2010 repayments. \$8.75M borrowed at 4% interest requires annual payments of \$501k, or approx 1 tax mil.

Total annual county operating budget (excludes schools): about \$43M

Probably Coming:

New Seneca library - \$10M
Close Seneca landfill, open new one - ??M (council moved, perhaps illegally,
from solid waste account to build new Westminster Fire Station \$2.5M)

Oconee County spends 48.6% more per capita than similar counties. We spend 20.9% more per capita than the second highest county. But, our Council won't even adequately fund basic services like Sheriff's deputies, rural volunteer fire protection, libraries, and road paving. Instead, they promote giveaways like HighPointe and speculate on real estate to help friends and special interests.

County	Form of Gov't	Population	2010 General Revenue Budgeted	Average \$ per Capita	Cities and Towns
Oconee	Council Admin	71,514	42,166,936	590	Salem, Seneca, Walhalla, West Union, Westminster
Darlington	Council Admin.	66,445	32,451,750	488	Darlington, Hartsville, Lamar, Society Hill
Greenwood	Council Manager	69,671	20,154,350	289	Greenwood, Hodges, Ninety Six, Troy, Ware Shoals
Kershaw	Council Admin.	60,042	20,858,544	347	Camden, Bethune, Elgin
Lancaster	Council Admin.	77,767	31,383,525	404	Lancaster, Heath Springs, Kershaw
Laurens	Council	70,045	16,558,192	236	Laurens, Clinton, Fountain Inn, Cross Hill, Gray Court, Ware Shoals, Waterloo
Aggregate Totals and Averages		415,484	163,573,297	394	Source: SC Assn of Counties

Oconee County spends 70.5% more per capita than Pickens County and 76.6% more than Anderson. But, our Council won't even adequately fund basic services like Sheriff's deputies, rural volunteer fire protection, libraries, and road paving. Instead, they promote giveaways like HighPointe and speculate on real estate to help friends and special interests.

County	Form of Gov't	Population	2010 General Revenue Budgeted	Average \$ per Capita	Cities and Towns
Oconee	Council Admin	71,514	42,166,936	590	Salem, Seneca, Walhalla, West Union, Westminster
Anderson	Council Admin.	184,901	61,775,670	334	Anderson, Belton, Honea Path, Clemson, Iva, Pelzer, Pendleton, Starr, W. Pelzer, Williamston
Pickens	Council Admin.	118,114	40,874,785	346	Central, Clemson, Easley, Liberty, Norris, Pickens, Six Mile
Aggregate Totals and Averages		374,529	144,817,391	387	Source: SC Assn of Counties

Spending is Zooming

A manager I greatly respect, and one of the top turnaround executives in the financial services industry, once told me: "this isn't a problem we can save our way out of... we have to grow our way out."

Words of Paul Corbeil, in an email to numerous citizens who strongly opposed Project North and Propex -- Wednesday November 24, the day after his latest spending spree.

Why is Spending Zooming?

Because bankers believe **our** money is **their** money. They are driven to **speculate** with **our** money. History shows they have done so for hundreds of years. Their policies have **historically** caused **most** of our depressions, both major and minor.

Their speculation is the primary cause of the **current** depression already costing us trillions.

Mr. Corbeil is a banker. He has convinced two other members of our Council that his wisdom **exceeds** the collective wisdom of the 90% of the public who **oppose** his spending plans.

They put **him** in charge of Economic Development!

He is now bringing to Oconee County the same **failed** policies which created our severe economic depression.

These policies are no savior, they are the problem.



OCONEE COUNTY COUNCIL
ABSTENTION FORM

Council Member Name:

Wayne McCall

(Please Print)

Council Member Signature:

Meeting Date:

12/7/10

Item for Discussion/Vote:

13 - #4

Ord 2010-36

Reason for Absention:

I was not present for original meeting/discussion

I have a personal/familial interest in the issue.

Other:

want other

info from state -

cant vote

Elizabeth G. Huise
Clerk to Council

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



OCONEE COUNTY COUNCIL
ABSTENTION FORM

Council Member Name:

JOEL THRIFT

[Please Print]

Council Member Signature:

Joel Thrift

Meeting Date:

11/23/10

Item for Discussion/Vote:

VOTE ON ORDINANCE # 2010-31

Reason for Absention:

I was not present for original meeting/discussion

I have a personal/familial interest in the issue.

Other:

Recuse -

see 9/7/2010

item/minutes

for reason

E. G. Hulse
Elizabeth G. Hulse
Clerk to Council

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

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2010-18**

A RESOLUTION INITIATING A COUNTY WAYFINDING SIGN PROGRAM

WHEREAS, Oconee County (the “County”), acting by and through its governing body, the Oconee County Council (“County Council”) deems tourism to be an essential component of the County’s future economic development; and

WHEREAS, promoting Oconee County’s natural, historic and cultural resources not only attracts tourism-related revenue to the area, but also enhances and strengthens community identity and sense of place; and

WHEREAS, well designed and properly located wayfinding signs are an integral and essential element of the County’s tourism promotion effort; and

WHEREAS, South Carolina Department of Transportation Traffic Guideline TG-18 provides standards for wayfinding signage and implementation for local governments; and

WHEREAS, a local wayfinding signage program utilizing the state guidelines will be of great benefit to both local residents and visitors by providing directional information to locations such as waterfalls, museums and historical sites, parks and recreational facilities, arts and cultural facilities, meeting facilities and unique local tourist destinations; and

WHEREAS, the wayfinding signage program is intended to be a long term program, with funding by the County for initial implementation costs and maintenance costs as funds are available; and

WHEREAS, Oconee County collects an accommodations tax for the purpose of supporting tourism, and is authorized by applicable state law to expend such funds in furtherance of that goal, to include programs such as providing wayfinding signage; and

WHEREAS, the County may, with the approval of County Council, and from time to time, utilize a portion of the accommodations tax to implement, maintain and operate a wayfinding signage program;

NOW THEREFORE, BE IT RESOLVED by Oconee County Council, in meeting duly assembled that County Council hereby endorses the concept and creation of a wayfinding signage program meeting the guidelines established under the South Carolina Department of Transportation Traffic Guideline TG-18, with specific designs and locations approved by a majority vote of the Oconee County Parks, Recreation and Tourism Commission, and funding to be approved by County Council. And be it further resolved that requests for funds necessary to implement, maintain and operate the wayfinding signage program may be submitted to County Council as part of the normal budgetary process, ATAX Fund Requests, or other appropriate means.

APPROVED AND ADOPTED this 7th day of December, 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

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2010-32

**AN ORDINANCE TO AMEND THE AGREEMENT AUTHORIZED BY
ORDINANCES NO. 2006-027, 2008-017, 2010-04 and 2010-24 RELATING
TO THE INDUSTRIAL/BUSINESS PARK OF OCONEE AND PICKENS
COUNTIES SO AS TO ENLARGE THE PARK.**

WHEREAS, pursuant to Ordinance No. 2006-027 enacted on December 5, 2006 by Oconee County Council, Oconee County (the “County”) entered into an Agreement for Development of Joint County Industrial and Business Park dated as of January 16, 2007 with Pickens County (the “ Agreement”), which was subsequently amended by Ordinance No. 2008-17 enacted on October 21, 2008 by the County, resulting in the Agreement as amended by the First Amendment to the Agreement dated November 3, 2008, by Ordinance No. 2010-04 enacted on May 4, 2010 by the County, resulting in the Agreement as amended by the Second Amendment to the Agreement dated May 4, 2010, and by Ordinance No. 2010-24 enacted on July 21, 2010 by the County, resulting in the Agreement as amended by the Third Amendment to the Agreement dated August 16, 2010 (hereinafter collectively referred to as the “Park Agreement”); and

WHEREAS, pursuant to Section 3 of the Park Agreement, the boundaries of the park created therein (the “Park”) may be enlarged pursuant to ordinances of the respective County Councils of the County and Pickens County; and

WHEREAS, the County is desirous of enlarging the Park by the addition of the property described on Exhibit A of the Fourth Amendment to the Agreement, attached hereto;

NOW, THEREFORE, be it ordained by Oconee County Council that the Park Agreement is hereby and shall be amended by the Fourth Amendment to the Agreement to include the property in Oconee County described in the schedule attached to the Fourth Amendment to the Agreement as Exhibit A (as such description may be hereafter refined), and that the Chairman of Oconee County Council is hereby authorized to execute and deliver any desired amendments to the Park Agreement necessary to accomplish the aforesaid enlargement.

Section 1. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fourth Amendment to the Agreement and the performance of all obligations of the County under and pursuant to the Fourth Amendment to the Agreement and this Ordinance.

Section 2. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

DONE in meeting duly assembled this ____ day of December, 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: November 9, 2010
Second Reading: November 23, 2010
Public Hearing: December 7, 2010
Third Reading: December 7, 2010

Addition to Exhibit A (Oconee County)
Agreement for Development of Joint County
Industrial Park dated as of January 16, 2007,
Amended on November 3, 2008,
May 4, 2010, August 16, 2010 and December ____,
2010
Between Oconee County and Pickens County

Tract 5

Schneider Electric USA, Inc.
1990 Sandifer Boulevard
Seneca, South Carolina 29678

General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended ("Section 4-1-170"), satisfies the conditions imposed by Article VIII, Section 13(d), of the Constitution and provides the statutory vehicle whereby a joint county industrial park may be created.

3. **Fourth Amendment to the Agreement.** As of the date of this Fourth Amendment to the Agreement, the Third Amendment to the Agreement, the Second Amendment to the Agreement, the First Amendment to the Agreement and the Agreement as previously amended are further amended, in accordance with Section 3(B) of the Agreement, so as to expand the Park premises in Oconee County by the addition of one (1) tract of land, to be shown as "Tract 5" on the revised Exhibit A, attached hereto, which shall amend, replace, and supersede the previously amended Exhibit A to the Agreement which was in effect prior to execution of this Fourth Amendment to Agreement.

4. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Fourth Amendment to Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Fourth Amendment to the Agreement.

5. **Termination.** All other terms and conditions of the Agreement as amended by this Fourth Amendment to the Agreement, and as previously amended, shall remain in full force and effect.

WITNESS our hands and seals of this 4th day of May 2010.

OCONEE COUNTY, SOUTH CAROLINA

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

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

WITNESS our hands and seals as of this 15th day of March, 2010.

PICKENS COUNTY, SOUTH CAROLINA

By: _____
G. Neil Smith, Chairman of County Council
Pickens County, South Carolina

ATTEST:

By: _____
Donna Owens, Clerk, County Council
Pickens County, South Carolina

**EXHIBIT A
LAND DESCRIPTION
OCONEE COUNTY**

TRACT 1

Timken US Corporation
430 Torrington Road
Walhalla, South Carolina 29691

All that certain piece, parcel or tract of land situate, lying and being in West Union School District, Oconee County, South Carolina, containing 103.45 acres, more or less, as will appear by plat thereof prepared by Schumacher Engineering Services, Dated September 23, 1966, revised November 9, 1966 and February 20, 1967, recorded in Plat Book P-29, page 132 in the office of the Clerk of Court for Oconee County, South Carolina. BEGINNING at a point in the center of Road S 37-324, thence S 75-13 E 34.7 feet to an iron pin corner, old; thence S 75-13 E 1464.6 feet to an iron pin corner; old; thence S 18-16 W 1418.89 feet to an iron pin corner, new; thence N 73-32 W 811.15 feet to an iron pin corner, old; thence S 05-28 W 481 feet to an iron pin corner, old; thence N 74-34 W 1248.93 feet to an iron pin corner, new; thence N 15-32 E 445.85 feet to I.P.O.; thence N 70-08 W 124.93 feet to I.P.O.; thence N 15-20 E 1604.90 feet to I.P.O.; thence N 74-38 W 1050.31 to a stone corner, old; thence N09-41 W 237.32 feet to I.P.O.; thence N 76-47 E 1351.79 feet to a nail in the center of bituminous road, designated Point "B"; thence S 26-42 E 474.8 feet along center of road to a nail; thence S 23-51 E 276.8 feet along center of road to a nail; thence S 16-07 E 264.8 feet along center of road to a nail; thence S 09-20 E 222.8 feet along center of road to point designated Point "A"; same being the point of beginning. Said tract being the major portion of a tract of land conveyed to the Torrington Company (Maine) by Piedmont-Oconee Corp. by deed dated June 17, 1960, recorded in Deed Book 8-F, page 8, and the property conveyed by deed of Leroy C. Martin and Raleigh L. Martin to the Torrington Company (Maine) dated January 25, 1967, recorded in Deed Book 10-B at page 35, which said conveyance was made to make the center line of road the property line and by deed of James Robert LeCroy to the Torrington Company (Maine) dated February 14, 1967, recorded in Deed Book 10-B, page 34 which deed was made to make the center line of road the line; less a strip of land conveyed by The Torrington Company (Maine) to James Robert LeCroy by deed dated July 25, 1967, recorded in Deed Book 10-E, page 87, which deed was made for the purpose of making the center line of the road the property line.

(Tract 2 added in by the First Amended Park Agreement dated November 3, 2008)

TRACT 2

BorgWarner Torqtransfer Systems Inc.

All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Oconee, Township of Seneca, containing 78.176 acres, more or less and shown and more fully described by metes and bounds on plat of survey thereof made by R. Jay Cooper, P.E. & L.S. dated April 6, 1990, which plat is recorded in the Office of the Clerk of Court for Oconee County in Plat Book A-54, pages 9 and 10 and which is incorporated herein by reference.

The within described property was conveyed to Borg-Warner Powertrain Systems Corporation by deed of Emhart Industries, Inc. dated September 26, 1995 and recorded in the Office of the Clerk of Court for Oconee County in Deed Book 834 at page 313 on November 5, 1995.

(Tract 3 added in by the Second Amended Park Agreement dated May 4, 2010)

TRACT 3

Greenfield Industries, Inc.

All that piece, parcel or tract of land situate, lying and being in the County of Oconee, State of South Carolina, located on the Southern side of U.S. Highway 76 and 123 and being more particularly shown and designated as a tract of land containing 78.20 acres, more or less, on a plat entitled "Plat of a Tract of Land Surveyed at the Request of The First National Bank of Boston" by Farmer & Simpson Engineers, dated June 3, 1986 and recorded in the office of the Clerk of Court of Oconee County, South Carolina in Plat Book P-51 at page 132, and being more particularly described, according to said plat as follows:

Beginning at an iron pin (P.O.B.) located on the southwester edge of the right of way for U.S. Highway 76 and 123 and at the northwestern most corner of said tract of land (said corner being a common corner with the northeastern most corner of lands now or formerly of Delta Corporation) and running thence along the southwestern edge of the right of way for U.S. Highway 76 and 123 S 63 degrees – 19' E 1,890.8 feet to an iron pin corner; thence S 22 degrees – 57' W 456.9 feet to an iron pin corner; thence S 02 degrees -07' E 261.1 feet to a nail and bottle top; thence S 38 degrees -42' W 243.9 feet to a nail and bottle top located within the right of way for Highway S-439; thence S 32 degrees - 40' W 248.5 feet to a nail and bottle top located in the center of the right of way for Highway S-439; thence S 25 degrees - 27' W 240.3 feet to an iron pin corner; thence N 86 degrees 32' W 249.9 feet to an iron pin corner; thence S 86 degrees-19' W 593.3 feet to an iron pin corner; thence S 09 degrees - 16' W 241.6 feet to an iron pin corner; thence N 78 degrees - 56' W 673.4 feet to an iron pin corner; thence N 05 degrees - 25' W 398.7 feet to an iron pin corner; thence N 09 degrees - 32' E 798.4 feet to an iron pin corner; thence N 23 degrees – 02' W 365.0 feet to an iron pin corner; thence N 75 degrees – 09' E 132.3 feet to an iron pin corner; thence N 24 degrees – 28' E 796.4 feet to the

POINT OF BEGINNING. Said tract of land is bounded on the North by the right of way for U.S. Highway 76 and 123, on the East by lands of various owners, on the South by lands now or formerly of Clemson University and U.S. Government Hartwell Reservoir and on the West by lands now or formerly of U.S. Government Hartwell Reservoir and Delta Corporation.

LESS AND EXCEPT all that certain piece, parcel or tract of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by deed dated December 22, 2003, and recorded on December 31, 2003, in the Office of the Register of Deeds of Oconee County, South Carolina in Book 1302, page 345.

LESS AND EXCEPT all that certain piece, parcel or tract of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by deed dated March 4, 1996 and recorded on April 10, 1996 in the Office of the Register of Deeds of Oconee County, South Carolina in Book 857, page 305.

BEING commonly referred to as 2501 Davis Creek Road, Seneca, Oconee County, South Carolina and as Tax Map/Parcel Numbers 226-00-04-006 and 226-00-04-020.

(Tract 4 added in by the Third Amended Park Agreement dated August 16, 2010)

TRACT 4

U.S. Engine Valve Corporation

All that certain piece, parcel or tract of land situate, lying and being in Richland School District, Seneca, Oconee County, South Carolina. Containing One Hundred Twenty-Eight and 96/100 (128.96) acres, more or less, and being more fully described by plat prepared by Wayne R. Garland, RLS, dated December 3, 1987, recorded in Plat Book A16, page 1, records of the Clerk of Court for Oconee County, South Carolina. For a more complete description, please see recorded Plat.

(Tract 5 added in by the Fourth Amended Park Agreement dated December ____, 2010)

TRACT 5

**Schneider Electric USA, Inc.
1990 Sandifer Boulevard
Seneca, South Carolina 29678**

**EXHIBIT B
LAND DESCRIPTION
PICKENS COUNTY**

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2010-33

AN ORDINANCE AMENDING SECTION 34-1 OF THE OCONEE COUNTY CODE OF ORDINANCES, RELATING TO THE OCONEE COUNTY INFRASTRUCTURE ADVISORY COMMISSION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Ordinance 2004-31 was adopted by County Council and established the Oconee County Infrastructure Advisory Commission, and that Ordinance was further amended by Ordinance 2005-14, both of which are codified as Section 34-1 of the Oconee County Code of Ordinances; and

WHEREAS, the purpose of this Ordinance is to amend Section 34-1 of the Oconee County Code of Ordinances; and

WHEREAS, Oconee County recognizes the need for the County to be involved in the planning and construction of all infrastructure within Oconee County; and

WHEREAS, Oconee County is currently served by a number of entities who provide infrastructure including, but not limited to, the Oconee Joint Regional Sewer Authority, the municipalities of Salem, Seneca, Walhalla, Westminster, West Union, the Pioneer Rural Water District; Duke Energy, Blue Ridge Electric Cooperative, Inc., Fort Hill Natural Gas Authority, and AT&T; and

WHEREAS, the County believes that it would be in the best interest of Oconee County to receive input from the above named entities as well as other interested stakeholders in determining where to place infrastructure, and therefore desires to further amend Ordinance 2004-31 and Ordinance 2005-14 by .

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

1. Section 34-1 of the Oconee County Code of Ordinances, entitled *Infrastructure Advisory Commission*, is hereby amended to read as set forth in Exhibit A, which is attached hereto and hereby incorporated by reference as fully as if set forth verbatim herein.
2. All subsections of Section 34-1 that are not specifically revised or amended by and through Exhibit A are hereby repealed, revoked, and rescinded.
3. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect.
4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
5. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

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

ORDAINED, in meeting duly assembled, this 7th day of December 2010.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading:	November 9, 2010
Second Reading:	November 23, 2010
Public Hearing:	December 7, 2010
Third & Final Reading:	December 7 2010

Exhibit A

Sec. 34-1. Infrastructure Advisory Commission.

(a.) Membership and Term of Office

The Membership in the Oconee County Infrastructure Advisory Commission shall be seventeen (17) in number.

The municipalities of Salem, Seneca, Walhalla, Westminster and West Union shall each appoint one member to the Advisory Commission. The person appointed by each respective municipality shall serve on said Commission until replaced by said respective municipality.

The Oconee Joint Regional Sewer Authority, Pioneer Rural Water District, Blue Ridge Electric Cooperative, Inc., Duke Energy, AT&T and Fort Hill Natural Gas Authority, shall each appoint one person to serve on the Oconee County Infrastructure Advisory Commission. The persons selected by the Oconee Joint Regional Sewer Authority and Pioneer Rural Water District, Blue Ridge Electric Cooperative, Inc., Duke Energy, AT&T and Fort Hill Natural Gas Authority shall serve on the Commission until they are replaced by their respective selecting entity.

The County Infrastructure Advisory Commission shall include six (6) members of the Oconee County Government to include the Director of the Oconee County Economic Development Commission, the County Administrator, the Oconee County Information Technology Director, and the Director of the Oconee County Roads Department. One member shall be a member of County Council selected by County Council and shall serve until replaced by County Council. One member shall be appointed by the Oconee County Planning Commission and shall serve until replaced by the Planning Commission.

(b.) Organization, Meetings, Officers

The Oconee County Infrastructure Advisory Commission shall meet quarterly at a time and place selected by the membership thereof. The commission may meet more often as the Commission deems necessary.

The Commission shall select a Chairman, Vice-Chairman and such other officers as the Commission may deem necessary and these officers shall serve for a period of one year or until their successors are duly elected and qualified. The Chairman and Vice-Chairman shall not serve more than three (3) consecutive terms. Vacancies in any office by reason of death, resignation, or replacement shall be filled for the unexpired term of the officer whose position becomes vacant. The election of officers shall take place at the first meeting in January of each year. The Commission Secretary office shall be served by the Oconee County Clerk to County Council with approval by the Council.

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

(c.) Powers and Duties

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

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

(2) To provide a liaison between Oconee County and the Infrastructure entities in Oconee County.

(d.) Salaries and Funding

Member of the Oconee County Infrastructure Advisory Commission shall not be compensated for service on the Commission. Any expenses for out-of-county travel or other items pertaining to the business of the Oconee County Infrastructure Advisory Commission or claim for same shall first be approved by the Chairman of the Commission and then submitted for approval and payment to County Council. In no event shall any member of the Commission be entitled to any other compensation, direct or indirect, for services on the Commission and such member shall not provide any services, materials, products, goods or equipment to the County unless the same is sold or offered for sale in accordance with existing county and state purchasing procedures.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2010-34

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND SCHNEIDER ELECTRIC USA, INC.; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT

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

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

WHEREAS, Schneider Electric USA, Inc., a corporation duly incorporated under the laws of the State of Delaware (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of the development of a facility which manufactures electronic controls and assemblies in which the minimum level of taxable investment is not less than Five Million Dollars (\$5,000,000) in qualifying fee in lieu of tax investment by the end of the fifth (5th) year following the year of execution of the Fee Agreement, all as more fully set forth in the Fee Agreement attached hereto; and

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

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

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and a Fee Agreement and to that end has, by its Resolution adopted on November 9, 2010, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

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

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

WHEREAS, the Project will be located in a joint county industrial and business park with a contiguous county.

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

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a facility which manufactures electronic controls and assemblies, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved.

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

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

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

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

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

(e) The Project and the Fee Agreement give rise to no pecuniary liability of the County

or incorporated municipality or a charge against the general credit or taxing power of either;

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

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

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

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

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

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

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

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

Passed and approved this ____ day of December 2010.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading: November 9, 2010
Second Reading: November 23, 2010
Public Hearing: December 7, 2010
Third Reading: December 7, 2010

FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

SCHNEIDER ELECTRIC USA, INC.
a Delaware corporation

Dated as of December 1, 2010

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

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Oconee County, South Carolina

FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of December 1, 2010, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and SCHNEIDER ELECTRIC USA, INC. (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware.

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property, to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper

governmental and public purposes; and (d) the cost benefit analysis required by Section 12-44-40(H)(1)(c) demonstrates the benefits of the Project to the public are greater than the costs of the Project to the public.

Pursuant to an Inducement Agreement executed by the County on November 9, 2010 and by the Company on December ____, 2010 (referred to herein as the "Inducement Agreement") authorized by a resolution adopted by the County Council on November 9, 2010 (referred to herein as the "Inducement Resolution"), the Company has agreed to expand, acquire and equip by construction, purchase, lease-purchase, lease or otherwise a facility for the manufacture of electronic controls and assemblies (the "Facility") which is located in the County, which would consist of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures which will constitute the project (the "Project"). The Project in the Park (as hereinafter defined) in the County involves an initial taxable investment of at least \$5,000,000 in qualifying Economic Development Property (hereinafter defined) in the County.

Pursuant to an Ordinance adopted on December 7, 2010 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council authorized the County to execute and deliver this Fee Agreement which identifies the property comprising the Project as Economic Development Property (as defined in the Act) under the Act subject to the terms and conditions hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding

that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County.

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

"Act" shall mean Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Authorized Company Representative" shall mean any person designated from time to time to act on behalf of the Company by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President, one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

“Authorized County Representative” shall mean the Chairman of County Council, Administrator of the County or their designee as evidenced by a written certificate of the Chairman of County Council or the County Administrator (hereinafter defined).

"Chairman" shall mean the Chairman of the County Council of Oconee County, South Carolina.

"Clerk to County Council" shall mean the Clerk to the County Council of Oconee County, South Carolina.

"Closing" or "Closing Date" shall mean the date of the execution and delivery hereof.

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

"Company" shall mean Schneider Electric USA, Inc., a Delaware corporation duly qualified to transact business in the State.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Administrator” shall mean the Administrator of Oconee County, South Carolina.

"County Council" shall mean the Oconee County Council, the governing body of the County.

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to

the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

"Economic Development Property" shall mean all items of real and/or tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company.

"Equipment" shall mean all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment and fixtures constitute Economic Development Property and thus become a part of the Project under this Fee Agreement.

"Event of Default" shall mean any Event of Default specified in Section 5.6 of this Fee Agreement.

"Facility" shall mean any such facility that the Company may cause to be constructed, acquired, modified or expanded in Oconee County, South Carolina on the land owned by, leased by or on behalf of the Company for the Project.

"Fee Agreement" shall mean this Fee Agreement.

"Fee Term" or "Term" shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

"Improvements" shall mean improvements to real property, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Fee Agreement.

"Inducement Agreement" shall mean the Inducement Agreement entered into between the County on November 9, 2010 and the Company on December ____, 2010 as authorized by the Inducement Resolution.

"Inducement Resolution" shall mean the resolution of the County Council adopted on November 9, 2010, authorizing the County to enter into the Inducement Agreement.

"Investment Period" shall mean the period commencing January 1, 2010 and ending on the last day of the fifth (5th) property tax year following the property tax year in which this Agreement is executed; or, the tenth (10th) property tax year following the property tax year in which this Agreement is executed if the County shall hereafter agree, pursuant to and in accordance with the Act, to extend the Investment Period.

"Park" shall mean the industrial and business park created by the Park Agreement.

"Park Agreement" shall mean the Agreement for Development of an Industrial/Business Park for Oconee County and Pickens County, as amended from time to time.

"Phase" or "Phases" in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

"Phase Termination Date" shall mean with respect to each Phase of the Project the day twenty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31, 2035, or December 31, 2040, if an extension of time in which to complete the Project is granted by the County at its discretion pursuant to Section 12-44-30(13) of the Act, as amended, but only if the County subsequently agrees to such an extension of the Investment Period in writing, or an even later date if the Phase Termination Date is extended, in accordance with the terms hereof, with or without an extension of the Investment Period, but only if the County subsequently agrees to a maximum Phase Termination Date exceeding twenty years after each Phase of the Project becomes subject to the terms of this Fee Agreement and such agreement is approved by the county Council and reduced to writing.

"Project" shall mean such of the Equipment, Improvements, and/or Real Property located at the Facility, which constitutes eligible Economic Development Property under the Act and this Agreement and which is reported as such to the SC Department of Revenue on the appropriate forms.

"Real Property" shall mean the real property described in Exhibit A, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such shall become a part of the Project under the terms of this Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter

attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement of any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Sections 4.6, 4.7 or 4.8 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

"Required Minimum Investment" shall mean that the Company shall be required to invest under and pursuant to the Fee Agreement not less than Five Million Dollars (\$5,000,000) in qualifying, taxable investment in the Project by the end of the fifth (5th) year after the year of execution of the Fee Agreement and such investment will be maintained, without regard to depreciation, in accordance with the Act.

"State" shall mean the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project, as represented by the Company to the County, constitutes a "project" within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act. The Authorized County Representative is to take all administrative or managerial actions to be taken or consented to by the County pursuant to this Agreement.

(d) The benefits of the Project, based upon the representations of value by the Company and a cost benefit analysis performed by the Oconee County Economic Development Commission exceed the costs of the Project to the County.

Section 2.2 Representations of the Company. The Company hereby represents and warrants to the County as follows:

(a) The Company is duly organized and in good standing under the laws of the State of Delaware, is qualified to do business in the State, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company organizational document or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a facility which manufactures electronic controls and assemblies and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Company to expand or to locate the Project in the State.

(e) The Company anticipates that the cost of the project will be at least \$5,000,000 in qualifying Economic Development Property in the County on or before December 31, 2015.

(f) The Company agrees to invest not less than Five Million Dollars (\$5,000,000) in Economic Development Property (the "Required Minimum Investment") on or before December 31, 2015, and to maintain such investment, without regard to depreciation, in the Project from that point on until the end of the Term. Should such Required Minimum Investment not be met, the Company will lose the benefit of the Fee Agreement, and the Project will revert to normal tax treatment, pursuant to Section 12-44-140(B) of the Act and Section 4.2 hereof. Failure to maintain the investment shall result in termination of this Agreement and its benefits prospectively, in accordance with Section 4.4 hereof.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed and/or installed or made plans for the acquisition, lease, construction, expansion and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder, and provided that the Company may lose the benefit of this Fee Agreement if it does not meet the Required Minimum Investment.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2015. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due by it under the terms of this Fee Agreement, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project.

Section 3.3. Filings

(a) On or before May 1 of each year up to and including the May 1 immediately following the preceding December 31 of the year in which the completion of the Project has occurred, the Company shall provide the Oconee County Auditor with a list of all Project property as was placed in service during the year ended as of the prior December 31.

(b) The Company shall deliver to the Oconee County Auditor copies of all annual filings made with the Department with respect to the Project during the term of this Agreement, not later than thirty (30) days following delivery thereof to the Department.

(c) The Company shall cause a copy of this Agreement to be filed with the Oconee County Auditor, Oconee County Assessor and the Department within thirty (30) days after the date of execution and delivery hereof.

(d) The Company shall be responsible to the County (i) for filing annual tax reports to the South Carolina Department of Revenue, (ii) for computing the fee in lieu of tax owed to the County by the Economic Development Property and (iii) for paying the fee in lieu of tax and any other amounts due hereunder to the County.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, and to meet the Required Minimum Investment, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all real and personal property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2015, or up to December 31, 2020, if an extension of time to complete the Project is subsequently granted by the County in its discretion pursuant to Section 12-44-30(13) of the Act, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 19 years using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.
- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the nineteen years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.
- Step 3: Multiply the taxable values, from Step 2, by the cumulative, combined millage rate in effect for the Project site on June 30, 2010, which the parties believe to be 215.3 mils (which millage rate shall remain fixed for the term of this Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is

to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the level described in this Agreement for the investment in the Project without the express, written consent of the County.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Failure to Make Required Minimum Investment. Notwithstanding any other provision of this Agreement to the contrary, in the event that investment (within the meaning of the

Act) in the Project has not exceeded \$5,000,000 in non-exempt (subject to the fee) investment, as required under Section 12-44-30 (13) of the Act by December 31, 2015, then, unless otherwise agreed to by the County, beginning with the payment due in 2016, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period will be terminated at that point. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project through and including 2016 using the calculations described in this Section, over, (ii) the total amount of payments in lieu of ad valorem taxes actually made by the Company with respect to the Project through and including 2016. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided under State law for non-payment of ad valorem taxes.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act or any successor provision, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to twenty (20) (or, if greater, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and
- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the

Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; provided, always, however, and notwithstanding any other provision of this Agreement, that if at any time subsequent to December 31, 2015, the total value of the Project based on the original income tax basis of the Equipment, Real Property and Improvements contained therein, without deduction for depreciation, is less than \$5,000,000 in taxable (fee-in-lieu of tax) investment then, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall make payments equal to the payments which would be due if the property were not Economic Development Property.

Section 4.5 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time, place, method of payment, and penalties and enforcement of collection.

Section 4.6 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject to Section 4.4, hereof, the Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall

no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. The Company shall provide annual written notice to the County of the Removed Components in conjunction with the filing of the PT300 property tax form.

Section 4.7 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Agreement.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Section 4.4, hereof. Subject to the terms and provisions of this Agreement, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or a transfer in lieu thereof, and subject to Section 4.4, hereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

ARTICLE V

MISCELLANEOUS

Section 5.1 Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Provided, however, the Company may merge with or be acquired by another company so long as the surviving Company has a net asset value equal to or greater than that of the Company's net asset value.

Section 5.2 Indemnification Covenants; Fees and Expenses of County.

(a) The Company shall and agrees to indemnify and save the County, its members, employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement. The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County; the Company shall defend them in any such action, prosecution or proceeding.

(b) The Company further agrees to pay all reasonable and necessary expenses incurred by the County with respect to the preparation and delivery, and administration of this Agreement, including but not limited to attorneys fees and expenses.

Section 5.3 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant

detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers or neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or the County (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Company, if the Company does provide such information to the County, if the Company will clearly and conspicuously mark such information as "Confidential" or "Proprietary", or both, then, in that event, prior to disclosing any confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. Notwithstanding the above, the Company agrees:

- (i) to maintain complete books and records accounting for the acquisition, financing, construction and operation of the Project. Such books and records

shall permit ready identification of the components of the Project;

- (ii) confirm the dates on which each portions of the Project are placed in service;
and
- (iii) include copies of all filings made by the Company with the Oconee County Auditor or the Department with respect to property placed in service as part of the Project.

Section 5.4 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company with the prior consent of the County, which consent will not unreasonably be withheld, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act.

Section 5.5 Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to pay any other amounts due hereunder or to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Company to perform any of the material terms, conditions, obligations or covenants of the Company hereunder, other than those already noted in this Section 5.5 which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

(c) The Company shall file a voluntary petition seeking an order for relief in bankruptcy, or shall be adjudicated insolvent, or shall file any petition or answer or commence a case seeking any reorganization, composition, readjustment, liquidation or similar order for relief or relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of either of the Company or of the Project, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due.

Section 5.6 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (a) Terminate the Fee Agreement; or
- (b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement, including, without limitation, those actions previously specified in this Agreement.

In addition to all other remedies herein provided, the nonpayment of payments in lieu of taxes herein shall constitute a lien for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the South Carolina Code) relating to the enforced collection of ad valorem taxes to collect any payments in lieu of taxes due hereunder.

Section 5.7 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 5.8 Reimbursement of Legal Fees and Expenses. The Company agrees to reimburse or otherwise pay, on behalf of the County, any and all reasonable expenses not hereinbefore mentioned incurred by the County in connection with the Project. Further if the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 5.9 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the

promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.12 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.13 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.14 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.15 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.16 Further Assurance. From time to time, and at the sole expense of the Company, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.17 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

Section 5.18 Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.19 Force Majeure. Except with respect to the timely payment of all fee in lieu of tax payments to the County hereunder and to the extent recognized by the Act, the Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Chairman and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

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

SCHNEIDER ELECTRIC USA, INC.

By: _____

Larry Smith

Its: Plant Manger

EXHIBIT A
LAND DESCRIPTION

1990 Sandifer Boulevard
Seneca, South Carolina

Cost/Benefit Analysis
Project LSSSD - Schneider Electric
Oconee County

Project Data

New Building (Construction)	\$	-
Existing Building	\$	-
Land Cost	\$	-
Equipment (Less Pollution Cor	\$	5,000,000
Employees		5
Avg. Hourly Wage	\$	16.00
Avg. Salary	\$	32,000
Total Direct Payroll	\$	160,000

Project Multipliers

Income		1.00
Investment -- Construction		1.60
Investment -- Machinery		0.20

Employment Impacts

Employment -- Direct		5
Employment -- Indirect		0
<u>Total Employment Impact</u>		<u>5</u>

Net Costs	<u>Year 1</u>	<u>20-Year NPV</u>
Local	\$ 10,035	\$ 68,659
<u>Total State & Local Costs</u>	<u>\$ 10,035</u>	<u>\$ 68,659</u>
 Net Benefits		
Local	\$ 56,520	\$ 264,921
Local Economy	\$ 2,000,699	\$ 2,998,377
<u>Total Local Benefits</u>	<u>\$ 2,057,220</u>	<u>\$ 3,263,298</u>

	<u>Year 1</u>	<u>20-Year NPV</u>
Local Government Costs		
Fee-in-Lieu of Property Taxes	\$ 9,051	\$ 55,704
MCP Split	\$ 665	\$ 3,333
Special Source	\$ -	\$ -
Gov't Services	\$ 75	\$ 6,221
Education Costs	\$ 244	\$ 3,401
Site Acquisition	\$ -	\$ -
Site Preparation	\$ -	\$ -
Site Utilities	\$ -	\$ -
Special Infrastructure	\$ -	\$ -
Equipment / Machinery	\$ -	\$ -
Special Development Financing	\$ -	\$ -
Consulting/ Special Studies	\$ -	\$ -
Waived Fees / Permits	\$ -	\$ -
Streamlined Approvals	\$ -	\$ -
Total Value of Costs	\$ 10,035	\$ 68,659
Local Government Benefits		
Taxes from existing building	\$ -	\$ -
Direct Property Taxes	\$ 66,536	\$ 333,310
New Residential Prop. Taxes		
Single family - (Owner occupied)	\$ 2	\$ 24
Single Family - (Rental)	\$ 1	\$ 10
Multi-family (Rental)	\$ -	\$ -
Prop. Taxes from New Autos	\$ 17	\$ 236
LOST from Const. Materials	\$ -	\$ -
LOST from Increase Retail Sales	\$ -	\$ -
LOST from Operational Supplies	\$ -	\$ -
Public Utilities	\$ -	\$ -
Total Value of Benefits	\$ 66,556	\$ 333,580
Net Local Benefits	\$ 56,520	\$ 264,921
Local Benefit/Cost Ratio	6:1	4:1
Local Economy Benefits		
Total Private Sector Benefits	\$ 2,000,699	\$ 2,998,377

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2010-36**

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2011, OF OCONEE COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$17,000,000; FIXING THE FORM AND CERTAIN DETAILS OF THE BONDS; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

Enacted: December 7, 2010

BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall have, for all purposes of this Ordinance, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and vice versa. The term:

“Beneficial Owner” shall mean any purchaser who acquires beneficial ownership interest in an Initial Bond held by the Depository. In determining any Beneficial Owner the County the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the County, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any Bond held by the Depository or its Participants in which a beneficial ownership interest is claimed.

“Bondholders” or the term “Holders” or any similar term shall mean the registered owner or owners of any outstanding Bond or Bonds.

“Bonds” shall mean the General Obligation Bonds, Series 2011, or such other appropriate series designation, in the aggregate principal amount of not exceeding \$17,000,000 authorized to be issued pursuant to Section 3 hereof.

“Book-Entry Form” or “Book-Entry System” shall mean with respect to the Bonds, a form or system, as applicable, under which (i) the ownership of beneficial interests in the Bonds may be transferred only through a book-entry and (ii) physical Bond certificates in fully-registered form are registered only in the name of the Depository or its nominees as Holder, with the physical Bond certificates “immobilized” in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the Bonds, when subject to the Book-Entry System.

“Books of Registry” shall mean the registration books maintained by the Registrar in accordance with Section 9 hereof.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Constitution” shall mean the Constitution of the State of South Carolina, 1895, as amended.

“County Council” shall mean the County Council of Oconee County, South Carolina.

“County” shall mean Oconee County, South Carolina.

“County Bond Act” shall mean Title 4, Chapter 15, of the S.C. Code.

“Depository” shall mean any securities Depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the Bonds, and to effect transfers of the Bonds, in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Government Obligations” shall mean any of the following: (1) cash; (2) United States Treasury Obligations – State and Local Government Series; (3) United States Treasury bills, notes, bonds or zero coupon treasury bonds all as traded on the open market; (4) direct obligations of the U.S. Treasury which have been stripped by the Treasury itself, including CATS TIGRS and similar securities; (5) obligations of any agencies or instrumentalities which are backed by the full faith and credit of the United States of America; (6) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; or (7) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of holder thereof.

“Initial Bonds” shall mean the Bonds initially issued in Book-Entry Form as provided in Section 6 hereof.

“Interest Payment Date” shall mean April 1 and October 1 of each year, or such other dates as determined by the Chairman of County Council, commencing on the date as determined by the Chairman of County Council.

“Letter of Representations” shall mean the Letter of Representations executed and delivered by the County to the Depository.

“Ordinance” shall mean this Ordinance.

“Participant” shall mean any bank, brokerage house or other financial institution for which, from time to time, the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

“Paying Agent” shall mean a bank or trust company or the Oconee County Treasurer.

“Record Date” shall have the meaning set forth in Section 10 hereof.

“Registrar” shall mean a bank or trust company or the Oconee County Treasurer.

“S.C. Code” shall mean the Code of Laws of South Carolina, 1976, as amended.

“State” shall mean the State of South Carolina.

SECTION 2. Findings and Determinations. The County Council hereby finds and determines:

(a) Pursuant to Section 4-9-10 of the S.C. Code, the County operates under the Council-Administrator form of government, and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to the County Bond Act, the governing bodies of the several counties of the State may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding their applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the S.C. Code provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County established by the last completed assessment thereof is \$526,710,650. Eight percent of such sum is \$42,136,852. As of the date hereof, the outstanding general obligation debt of the County subject to the limitations imposed by Article X, Section 14(7)(a) of the Constitution is \$5,940,000, representing the outstanding principal balances of the following general obligation bonds of the County:

(i) \$5,000,000 original principal amount General Obligation Bonds, Series 2002, dated July 1, 2002, currently outstanding in the principal amount of \$640,000; and

(ii) \$5,300,000 original principal amount General Obligation Refunding Bonds, Series 2010, dated September 2, 2010, currently outstanding in the principal amount of \$5,300,000.

Thus, the County may incur not exceeding \$36,196,852 of general obligation debt within its applicable debt limitation.

(f) The proceeds derived from the sale of the Bonds shall be applied to pay (i) the costs of designing, constructing and equipping a new detention center in the County (the "Project") and other lawful public purposes of the County which meet all federal and State tax qualification requirements as duly authorized by the County Council; and (ii) the costs of issuance of the Bonds. The Project is necessary and in the best interest of the County. The issuance of the Bonds authorized by this Ordinance for such purposes is necessary and such Bonds will be issued for a corporate purpose and a public purpose of the County.

(g) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$17,000,000 aggregate principal amount general obligation bonds of the County to provide funds for the purposes set forth in Section 2(f) above.

SECTION 3. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued, not exceeding \$17,000,000 aggregate principal amount of general obligation bonds of the County to obtain funds for the purposes set forth in Section 2(f) above, including any engineering, architectural, accounting, financial and legal fees relating thereto and other incidental costs of issuing the Bonds.

The Bonds shall be designated "\$17,000,000 [or principal amount issued] General Obligation Bonds, Series 2011, of Oconee County, South Carolina".

The Bonds shall be issued as fully registered Bonds; shall be dated as of the date of their delivery or the first or the fifteenth day of month in which the Bonds are priced or delivered to the initial purchaser(s) thereof or such other date as determined by the Chairman of County Council; shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the principal amount of the Bonds

maturing in each year unless issued as a single Bond in the entire principal amount of the issue; shall bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) from their date payable on the Interest Payment Dates, at such rate or rates per annum as may be determined by the Chairman of County Council at the time of the sale thereof; and shall mature serially in successive annual installments on April 1 of each year as determined by the Chairman of County Council pursuant to Section 5 hereof.

SECTION 4. Redemption Provisions. The Bonds maturing on or prior to April 1, 2021 shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after April 1, 2022, shall be subject to redemption at the option of the County on or after April 1, 2021, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption. Pursuant to Section 5 hereof, the Chairman of County Council may modify the redemption provisions set forth hereof and determine whether any of the Bonds are subject to mandatory sinking fund redemption.

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event the Bonds or any portion thereof shall be called for redemption, notice of the redemption, describing the Bonds to be redeemed, specifying the redemption date and the redemption price payable on such redemption, shall be mailed by first-class mail, postage prepaid, to the registered owner thereof as shown on the registry books of the County kept by the Registrar not less than thirty (30) days and not more than sixty (60) days prior to the redemption date. If the Bonds or any portion thereof shall have been duly called for redemption and notice of the redemption mailed as aforesaid, and if on or before the date fixed for redemption, payment thereof shall be duly made or provided for, interest on the Bonds to be redeemed shall cease to accrue from and after the redemption date specified in such notice.

SECTION 5. Determination of Certain Matters Relating to the Bonds. The Chairman of County Council is hereby authorized and empowered to: (a) determine the original issue date of the Bonds; (b) determine whether any of the Bonds will be issued as term bonds and, if so, the principal amounts and maturity dates of the Bonds subject to mandatory sinking fund redemption; (c) determine the aggregate principal amounts of the Bonds; (d) determine the maturity schedule and the principal amounts of each maturity of the Bonds; (e) adjust the principal amounts of each maturity of the Bonds as prescribed in the Notice of Sale; (f) determine the date and time of sale of the Bonds; (g) modify the redemption provisions set forth in Section 4 hereof; (h) approve the Registrar and Paying Agent as provided in Section 8 hereof; (i) determine whether one or more of the respective Series of Bonds shall be issued on a federally tax-exempt basis; (j) determine whether one or more the respective Series of Bonds shall be designated and issued as Build America Bonds or Recovery Zone Economic Development Bonds pursuant to the authority of the American Recovery and Reinvestment Act of 2009, or any other legislation providing for similar designations; (k) determine the Interest Payment Dates, as well as the first Interest Payment Date; (l) determine whether the Bonds shall be designated as “qualified tax exempt obligations” under Section 265(b)(3) of the Code; and (m) negotiate and execute all other contracts which may be necessary in connection with the issuance of the Bonds. The Council further authorizes and empowers the Chairman of County Council to award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds. After the sale of the Bonds, the Chairman of County Council shall submit a written report to the County Council setting forth the results of the sale of the Bonds.

SECTION 6. Book-Entry Bonds. If requested by the initial purchaser of the Bonds, the Initial Bonds will be eligible securities for the purposes of the Book-Entry System of transfer maintained by the

Depository, and transfers of beneficial ownership of the Initial Bonds shall be made only through the Depository and its participants in accordance with rules specified by the Depository. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds will be issued in fully-registered form, as a single Bond or one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of the Depository. When any principal of, premium, if any, or interest on the Initial Bonds becomes due, the County shall transmit or cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of the Depository as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of the Depository shall be considered to be the owner of the Initial Bonds so registered for all purposes of this Ordinance, including, without limitation, payments as aforesaid and receipt of notices. The Depository shall remit such payments to the Beneficial Owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to the Depository in accordance with the provisions of this Ordinance.

The Depository is expected to maintain records of the positions of Participants in the Initial Bonds, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners in the Initial Bonds. The County, the Paying Agent and the Registrar make no assurances that the Depository and its Participants will act in accordance with such rules or expectations on a timely basis, and the County, the Paying Agent and the Registrar shall have no responsibility for any such maintenance of records or transfer of payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

The County, the Paying Agent and the Registrar may treat the Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purpose of payment of the principal of, premium, if any, or interest on the Bonds, giving any notice permitted or required to be given to Bondholders under this Ordinance, registering the transfer of Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The County, the Paying Agent and the Registrar shall not have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through the Depository or any Participant, or any other person which is not shown on the Books of Registry of the County maintained by the Registrar as being a Bondholder, with respect to: the accuracy of any records maintained by the Depository or any Participant or the maintenance of any records; the payment by the Depository or any Participant of any amount in respect of the principal of, premium, if any, or interest on the Bonds; the sending of any transaction statements; the delivery or timeliness of delivery by the Depository or any Participant of any notice which is permitted or required to be given to Bondholders thereunder; the selection of Bondholders to receive payments upon any partial redemption of the Bonds; or any consent given or other actions taken by the Depository as a Bondholder.

SECTION 7. Successor Depository. If (a) the Depository determines not to continue to act as Depository for the Bonds and gives reasonable notice to the Registrar and the County, or (b) the County has advised the Depository of the County's determination that the Depository is incapable of discharging its duties, then the County shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the County or the Registrar of the Initial Bonds together with an assignment duly executed by the Depository, the County shall execute and deliver to the successor Depository, the Bonds of the same principal amount, interest rate and maturity. If the County is unable to retain a qualified

successor to the Depository, or the County has determined that it is in its best interest not to continue the Book-Entry System of transfer or that interests of the Beneficial Owners of the Bonds might be adversely affected if the Book-Entry System of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the Bonds by mailing an appropriate notice to the Depository, upon receipt by the County of the Initial Bonds together with an assignment duly executed by the Depository, the County shall execute, authenticate and deliver to the Depository Participants Bonds in fully-registered form, in substantially the form set forth in Section 12 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

SECTION 8. Designation of Registrar and Paying Agent. Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. Within twenty-four (24) hours after receipt of bids, the successful bidder, if any, for the Bonds may designate, subject to the approval of the Chairman of County Council, the Registrar and the Paying Agent for the Bonds. The Registrar and the Paying Agent, respectively, shall be a bank, trust company, depository or transfer agent located either within or without the State. In the event the successful bidder fails to designate the Registrar and the Paying Agent within twenty-four (24) hours after receipt of bids, or the Chairman of County Council does not approve the Registrar and the Paying Agent designated by the successful bidder, the Registrar and the Paying Agent shall be designated by the Chairman of County Council. In the event the Bonds are issued as a single fully-registered bond, the Oconee County Treasurer may act as Paying Agent and Registrar for the Bonds as determined by the Chairman of County Council.

SECTION 9. Registration, Transfer and Exchange of Bonds. The County shall cause Books of Registry to be kept at the offices of the Registrar for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar shall register or transfer, or cause to be registered or transferred, on such Books of Registry, the Bonds under such reasonable regulations as the Registrar may prescribe.

Each Bond shall be transferable only upon the Books of Registry of the County, which shall be kept for such purpose at the principal office of the Registrar, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar on behalf of the County shall issue in the name of the transferee a new fully registered Bond or Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar.

The County, the Paying Agent and the Registrar may deem or treat the person in whose name any fully registered Bond shall be registered upon the Books of Registry as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order and shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Paying Agent or the Registrar shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is exercised, the County shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an Interest Payment Date on such Bonds.

SECTION 10. Record Date. The County hereby establishes a record date (the "Record Date") for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such Record Date shall be not more than fifteen (15) days preceding an Interest Payment Date on such Bond or in the case of any proposed redemption of Bonds, such Record Date shall be not more than fifteen (15) days prior to the mailing of notice of redemption of Bonds.

SECTION 11. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 12. Execution of Bonds. The Bonds shall be executed in the name of the County with the facsimile or manual signature of the Chairman of County Council attested by the facsimile or manual signature of the Clerk to the Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 13. Form of Bonds. The Bonds and the certificate of authentication shall be in substantially the following forms. In the event the Bonds will be held by a single Bondholder, the form of bond may be revised as a single fully registered Bond for each maturity or a single fully registered bond which sets forth all maturing principal amounts.

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
OCONEE COUNTY
GENERAL OBLIGATION BOND, SERIES 2011

No. R- __

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>CUSIP</u>
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REGISTERED HOLDER:

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Oconee County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the Registered Holder named above, or registered assigns, the principal amount shown above on the maturity date shown above (unless this Bond shall be subject to prior redemption and shall have been duly called for previous redemption and the payment of the redemption price made or provided for), upon presentation and surrender of this Bond at the principal office of _____, as paying agent (the "Paying Agent"), in _____, State of _____, and to pay interest on such principal amount from the date hereof at the interest rate per annum shown above (calculated on the basis of a 360-day year comprised of twelve 30-day months) until this Bond matures. Interest on this Bond is payable semiannually on April 1 and October 1 of each year commencing _____, until this Bond matures or prior redemption, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____, as registrar (the "Registrar"), in _____, _____, at the close of business on the fifteenth (15th) day of the calendar month preceding each semi-annual interest payment date. The principal of, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal and

interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to date of authentication, number, date of maturity, principal amount, registered holder, redemption provisions and rate of interest, aggregating \$_____, issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina, 1976, as amended; and Ordinance No. 2010-36 duly enacted by the County Council on December 7, 2010.

This Bond and the series of which it is one maturing on or prior to April 1, 2020, shall not be subject to redemption prior to their stated maturities. This Bond and the series of which it is one maturing on or after April 1, 2021 shall be subject to redemption at the option of the County on or after April 1, 2020, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount to be redeemed, together with the interest accrued on such principal amount to the date fixed for redemption.

This Bond and the series of which it is one maturing on April 1, 20___, are subject to mandatory redemption by lot on April 1 each year at a redemption price equal to one hundred percent (100%) of the principal of the Bonds so redeemed, together with interest accrued therein to the date of redemption, in the principal amounts set forth in the table below:

<u>Year</u>	<u>Principal Amount</u>
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At its option, to be exercised on or before the sixtieth (60th) day next preceding any mandatory redemption date, the County may (a) deliver to the Paying Agent for cancellation Term Bonds of the applicable maturity in any aggregate principal amount desired, or (b) receive a credit in respect of its mandatory redemption obligation for any Term Bonds of the applicable maturity which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the County and cancelled by the Paying Agent and not theretofore applied as a credit against any mandatory redemption obligation. Each Term Bond of the applicable maturity so delivered or previously purchased or redeemed shall be credited at one hundred percent (100%) of the principal amount thereof, on the obligation of the County on the respective mandatory redemption obligation in chronological order, and the principal amount of the Term Bonds of the applicable maturity to be redeemed shall be reduced accordingly.

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event this Bond is redeemable as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing the Bond and specifying the redemption date and the redemption price payable upon such redemption, shall be mailed by the Registrar by first-class mail, postage prepaid, to the registered owner thereof not less than thirty (30) days and not more than sixty (60) days prior to the redemption date at the last address appearing upon the registration books of the County. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.

This Bond and the series of which it is one is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate, redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, OCONEE COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile or manual signature of the Chairman of the County Council, facsimile or manual signature of the Clerk to the County Council and the seal of the County impressed, imprinted or reproduced hereon.

OCONEE COUNTY, SOUTH CAROLINA

Reginald T. Dexter, Chairman, County Council

(SEAL)

ATTEST:

Elizabeth G. Hulse, Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

This bond is one of the Bonds described in the within mentioned Ordinance of Oconee County, South Carolina.

as Registrar
By: _____
Authorized Officer

Date of Authentication: _____

The following abbreviations when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the
entireties

Custodian _____
(Cust.) (Minor)

JT TEN - As joint tenants
with right of
survivorship and
not as tenants in
common

under Uniform Gifts to Minors

(State)

Additional abbreviations may also be used though not in list above.

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers
unto _____
(Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

NOTICE: The signature to this agreement must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

A copy of the final approving opinion to be rendered shall be attached to each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the final approving opinion (except for date and letterhead) of McNair Law Firm, P.A. approving the issue of bonds of which the within bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the bonds and a copy of which is on file with the County Council of Oconee County, South Carolina.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

SECTION 14. Security for Bonds. The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 15. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient

moneys to make such payment and all necessary and proper fees, compensation and expenses of the Paying Agent. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the maturity date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

SECTION 16. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the S.C. Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 17. Sale of Bonds, Form of Notice of Sale. The Bonds shall be offered for public sale on the date and at the time designated by the Chairman of County Council or the County Manager. A Notice of Sale in the form set forth below shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

The Notice of Sale shall be in substantially the following form:

NOTICE OF SALE

\$_____ [or principal amount issued] GENERAL OBLIGATION BONDS, SERIES 2011
OF OCONEE COUNTY, STATE OF SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that bids for the purchase of \$_____ General Obligation Bonds, Series 2011 of Oconee County, South Carolina (the "Bonds") will be received on behalf of the County Council of Oconee County, South Carolina (the "County"), in the Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina 29691, until 11:00 a.m., South Carolina time, on _____, 2011, or such other date and time as may be established by the County and communicated by Thomson Municipal Market Monitor not less than 48 hours prior to the time proposals are to be received.

Sealed Bids: Each hand-delivered proposal shall be enclosed in a sealed envelope marked "Proposal for General Obligation Bonds, Series 2011, Oconee County, South Carolina" and should be directed to the Chairman of the County Council at the address in the first paragraph hereof.

Facsimile Bids: The County will accept the facsimile transmission of a manually signed Official Bid Form or other form of bid at the risk of the bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of Scott Moulder, County Administrator at 864.638.4246.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone

212.849.5021.

E-mail Bids: E-mail proposals may be e-mailed to the attention of Scott Moulder, Administrator, at email address: smoulder@oconeesc.com with a copy to _____.

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

Book-Entry Only Bonds: The Bonds will be issued in fully registered form. A single Bond or one Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), as registered owner of the Bonds, and each such Bond will be immobilized in the custody of DTC. DTC will act as the Depository for the Bonds. Individual purchases will be made in book-entry-only form in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC. Notwithstanding the foregoing, at the request of the successful bidder, the Bonds will be issued as one single fully registered bond and not issued through the book-entry system.

The Bonds: The Bonds will be issued in fully registered form; will be dated the date of their delivery; will be in denominations of \$5,000 each or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; and will mature serially in successive annual installments on April 1 in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
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The Bonds will bear interest from the date thereof payable semiannually on April 1 and October 1 of each year, commencing _____, until the Bonds mature. Interest will be calculated on the basis of a 360-day year comprised of twelve 30 day months.

Adjustment of Maturity Schedule. If, after final computation of the proposals, the County determines in its sole discretion that the funds necessary to accomplish the purposes for which the Bonds are being issued are either more or less than the proceeds of the sale of the amount of the Bonds as shown in this Notice of Sale, it reserves the right either to decrease or increase the principal amount of the Bonds (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed 10% of the par amount. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Bonds. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition precedent to the award of the Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost

solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

Redemption Provisions: The Bonds maturing on or prior to April 1, 2020, shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after April 1, 2021, shall be subject to redemption at the option of the County on or after April 1, 2020, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption.

Bidders' Special Option for Term Bonds: Bidders submitting proposals may specify that all the principal amount of Bonds maturing on any two or more consecutive annual payment dates on or after April 1, 20__, may, in lieu of maturity on each of such dates, be combined to comprise one or more maturities of the Bonds scheduled to mature on the latest of such annual payment dates (the "Term Bonds"). Term Bonds shall be subject to redemption through mandatory sinking fund installments at par in the amount that would have matured in each year as set forth in this Notice, on each of the annual principal payment dates, except for the principal amount of Bonds scheduled to mature on the latest such annual payment date, which Bonds shall mature on such annual principal payment date. Bidders may specify one or more of such Term Bonds and such specifications may be made at the time of the award.

Mandatory Sinking Fund Redemption: The Bonds will be subject to mandatory redemption if and to the extent the option to establish Term Bonds is exercised by the successful bidder.

Registrar and Paying Agent: The Oconee County Treasurer or a bank designated by the purchaser and approved by the Chairman of the County Council will act as Paying Agent and Registrar for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 or 1/100 of 1% with no greater difference than three (3%) percent between the highest and lowest rates of interest named by a bidder. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. **A BID FOR LESS THAN ALL THE BONDS OR A PRICE LESS THAN PAR WILL NOT BE CONSIDERED.**

Award of Bid: The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year comprised of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

For the purpose of calculating the yield on the Bonds for Federal tax purposes as a condition precedent to the award of the Bonds, the successful bidder will, within 30 minutes after being notified of its winning bid, advise the County or its financial advisor by telephone confirmed by facsimile transmission of the initial offering prices of the Bonds to the public (expressed as a price, exclusive of accrued interest, or yield per maturity).

Good Faith Deposit: No good faith deposit is required.

Bank Qualified: The County has designated the Bonds as “qualified tax exempt obligations” under Section 265 of the Internal Revenue Code.]

Official Statement: The County deems the Preliminary Official Statement to be “final” as described in SEC Rule 15c2-12(b)(1) for the purposes of such Rule. Upon the award of the Bonds, the County will prepare a Final Official Statement (the “Official Statement”) in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will provide the successful bidder, a sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement.

Purpose: The Bonds are issued for the purpose of defraying the costs of designing, constructing and equipping a new detention center in the County.

Legal Opinion: The County shall furnish upon delivery of the Bonds the final approving opinion of McNair Law Firm, P.A., Greenville, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds.

Financial Advisor:

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Bonds, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The Bonds will be delivered through the facilities of The Depository Trust Company in New York, New York, on or about _____, 2011, at the expense of the County or at such other place as may be agreed upon with the purchasers at the expense of the purchaser. The purchase price then due must be paid in federal funds or other immediately available funds.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. All expenses in relation to the printing of CUSIP identification numbers on the Bonds shall be paid for by the County provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the successful bidder.

Additional Information: A copy of the Preliminary Official Statement in deemed final form and the Official Notice of Sale are available via the internet at _____ and will be furnished to any person interested in bidding for the Bonds upon request to Bond Counsel. Persons seeking information should communicate with:

<p>Kendra Brown Assistant County Administrator for Administrative Services and Finance 415 South Pine Street Walhalla, SC 29691 Telephone: 864.638.4235 E-mail: kbrown@oconeesc.com</p>	<p>Daniel R. McLeod, Jr., Esquire McNair Law Firm, P.A. Post Office Box 447 Greenville, SC 29602 Telephone: 864.271.4940 E-mail: dmcleod@mcnair.net</p>
<p>[Financial Advisor]</p>	<p>Michael W. Burns, Esq. McNair Law Firm, P.A. Post Office Box 447 Greenville, SC 29602 Telephone: 864.271.4940 E-mail: mburns@mcnair.net</p>

Oconee County, South Carolina

SECTION 18. Preliminary and Final Official Statement. The Council hereby authorizes and directs the County Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The Council authorizes the County Administrator to designate the Preliminary Official Statement as "near final" for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The County Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 19. Continuing Disclosure. The County hereby covenants and agrees that it will comply with and carry out all of the provisions of a Continuing Disclosure Certificate, in substantially the form attached hereto as Exhibit A. Notwithstanding any other provisions of this Ordinance, failure of the County to comply with the Continuing Disclosure Certificate shall not be considered an event of default, and no liability for damages shall attach therefor. The sole remedy for such failure to comply shall be that any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with their obligations under this Section.

SECTION 20. Filings with Central Repository. In accordance with Section 11-1-85 of the S.C. Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual independent audit of the County within thirty days (30) of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects

more than five (5%) of the County's revenue or its tax base.

SECTION 21. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County Council as follows:

(a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the S.C. Code;

(b) Accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds; and

(c) The balance of the proceeds shall be applied upon warrant or order of the Council for the purposes set forth in this Ordinance and to defray the costs and expenses of issuing the Bonds.

SECTION 22. Notice of Public Hearing. The Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in the form attached hereto as Exhibit B, having been published in the *Daily Journal Messenger*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 23. Federal Tax Covenants. The County covenants and agrees with the holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the bondholders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Bonds and that no use of the proceeds of the sale of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of such Bonds would have caused the Bonds to be "arbitrage bonds", as defined in the Code, and to that end the County hereby shall:

(a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the times and places required by the Code.

SECTION 24. Authority to Obtain Bond Insurance; Execution of Documents. The County Administrator and the Assistant County Administrator for Administration are hereby authorized to submit applications to municipal bond insurance companies for bond insurance or other credit enhancements relating to the Bonds. The Chairman of County Council and the County Administrator are hereby authorized to accept on behalf of the County the proposal deemed most advantageous to the County.

SECTION 25. Miscellaneous. The County Council hereby authorizes the County Administrator to retain McNair Law Firm, P.A. as bond counsel in connection with the issuance of the Bonds. The County Council further authorizes the Chairman of County Council, County Administrator and the Assistant County Administrator for Administrative Services and Finance, and the Clerk to County Council to execute such documents and instruments as may be necessary to effect the issuance of the Bonds or make modifications in

any documents including but not limited to the form of the Bond or Notice of Sale. The County Council hereby authorizes the Chairman to County Council, to negotiate the terms of, and execute in the name and on behalf of the County, investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the Bonds, to prepare and solicit bids for providers of such agreements and to execute, in the name and on behalf of the County, written confirmations of any such agreements and other documents as may be necessary in connection therewith.

SECTION 26. Repeal of Conflicting Ordinances. All rules, regulations, ordinances, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

SECTION 27. Effective Date.

This Ordinance shall become effective and enforced from and after December 7, 2010.

[Signature page to follow]

Enacted by the County Council of Oconee County, South Carolina, this 7th day of December, 2010.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

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

ATTEST:

T. Scott Moulder, Administrator
Oconee County, South Carolina

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

Date of First Reading: November 9, 2010
Date of Second Reading: November 23, 2010
Date of Public Hearing: December 7, 2010
Date of Third Reading: December 7, 2010

[Signature page]

EXHIBIT A

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by Oconee County, South Carolina (the “County”) in connection with the issuance of \$_____ General Obligation Bonds, Series 2011 of Oconee County, South Carolina (the “Bonds”). The Bonds are being issued pursuant to Ordinance No. 2010-36 enacted by the County Council of the County on December 7, 2010 (the “Ordinance”). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Bonds” shall mean the \$_____ General Obligation Bonds, Series 2011, Oconee County, South Carolina, dated _____, 2011.

“Dissemination Agent” shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“National Repository” shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

“Participating Underwriter” shall mean _____ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Repository” shall mean each National Repository and each State Depository, if any.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State Depository” shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Disclosure Certificate, there is no State Depository.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in [2012], to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and

the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Depository, if any; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the County, including the information provided in the Official Statement under the headings: “THE BONDS—Security;” “DEBT STRUCTURE—Outstanding Indebtedness;” “CERTAIN FISCAL MATTERS—Assessed Value of Taxable Property in the County,” “—Estimated True Value of All Taxable Property in the County,” “—Tax Rates,” “—Tax Collections for Last Five Years,” and “—Ten Largest Taxpayers.”

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the County is an “obligated person” (as defined by the Rule), which have been previously filed with the National Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County will clearly identify each such document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events (the “Listed Events”):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed

or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the County;
- (14) The consummation of a merger, consolidation, or acquisition involving the

County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(15) Appointment of a successor or additional trustee or the change of name of a trustee.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), or (15) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Municipal Securities Rulemaking Board and the State Depository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), or (13) above, the County shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Municipal Securities Rulemaking Board and the State Depository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure

Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County, or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County, or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the Bonds and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
County Administrator

Dated: ____ __, 2011

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Oconee County, South Carolina
Name of Bond Issue: \$_____ General Obligation Bonds, Series 2011,
Oconee County, South Carolina
Date of Issuance: _____, 2011

NOTICE IS HEREBY GIVEN that Oconee County, South Carolina (the “County”) has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

OCONEE COUNTY, SOUTH CAROLINA

[Signature page of Continuing Disclosure Certificate]

Exhibit B

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Oconee County, South Carolina (the "County"), during the 7:00 p.m. meeting of Oconee County Council on December 7, 2010, at the Council Chamber of Oconee County Council, 415 South Pine Street, Walhalla, South Carolina.

The purpose of the public hearing is to consider an Ordinance authorizing the issuance and sale of general obligation bonds (the "Bonds") of the County in the aggregate principal amount of not exceeding \$17,000,000, the proceeds of which shall be applied to pay (i) the costs of designing, constructing and equipping a new detention center in the County, and other lawful public purposes of the County, meeting all federal and state tax qualification requirements, as duly authorized by County Council upon the advise and concurrence of bond counsel; and (ii) the costs of issuance of the Bonds.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Bonds and a tax, without limit, will be levied and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

OCONEE COUNTY, SOUTH CAROLINA

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2010-37**

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

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), is the owner of that certain tracts of land situate being more fully shown and designated on deeds recorded in the office of the Register of Deeds for Oconee County, South Carolina, in Deed Book 14W at page 38, Deed Book 843 at page 188, Deed Book 843 at page 194, and Deed Book 11-1 at page 114 (collectively, the “County Property”); and,

WHEREAS, for the purposes of current and possible future expansion of the Oconee County Airport, the County desires to have Blue Ridge Electric Cooperative, Inc. (“Blue Ridge”) move its power lines from their present location to a location more amenable to future use of public lands and the County Property; and,

WHEREAS, it is the County’s understanding and belief that in order to help further these goals, Blue Ridge wishes to acquire from the County, a perpetual, non-exclusive right-of-way and utility easement upon, over, through and across that certain piece, parcel or tract of land (“Right-of-Way and Utility Easement Area”) contained within and located upon the County Property and designated on a survey attached hereto as Exhibit A and incorporated herein by this reference (“Survey”); and

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

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

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

1. Oconee County Council hereby authorizes the conveyance to Blue Ridge of those certain easement interests across the County Property as are more particularly described in the Easement Agreement.
2. The Oconee County Administrator is hereby authorized to negotiate minor changes to the terms and conditions of the Easement Agreement, so long as such minor changes are not materially adverse to Oconee County and so long as the final terms and conditions are substantially similar to the terms and conditions set forth in the Easement Agreement.
3. 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, the Easement Agreement, and to take all other steps and actions as are necessary or appropriate to transfer said easement interests in the County Property to Blue Ridge.

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

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

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading: November 9, 2010
Second Reading: November 23, 2010
Public Hearing: December 7, 2010
Third Reading: December 7, 2010

Exhibit A

[Attach Survey]

Exhibit B

[Attach Easement Agreement]

anchors and any necessary fixtures and wires attached thereto, footings, foundations, counterpoised underground wires, and all structures, appliances and antennas and electronic equipment necessary in connection therewith (the foregoing individually or collectively, the "Lines and Appurtenances"); together with the right to clear and keep clear all brush, timber and tree tops within the Right-of-Way and Utility Easement Area which might endanger any of the Lines and Appurtenances.

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

4. REMOVAL OF DANGER TREES. Grantee shall not remove trees located outside the Right-of-Way and Utility Easement Area ("Danger Trees") without prior written consent of Grantor, which consent shall not be unreasonably withheld; provided, however, that Grantor's refusal to consent to the removal of one or more Danger Trees shall not be deemed unreasonable under this Agreement unless Grantee has provided Grantor a signed written statement by a registered and professionally licensed forester that the particular Danger Tree(s) in question pose a threat of injury or damage to the Lines and Appurtenances.

5. DAMAGE TO GRANTOR PROPERTY. Grantee shall endeavor to take advantage of roadways, streets, ditches, hedgerows and other characteristics of the Right-of-Way and Utility Easement Area so as to cause the least interference to Grantor's Property. All trees cut by Grantee by virtue of this Agreement shall become the property of Grantee and, except as directed by a local, state and/or federal agency, Grantee shall promptly remove all cut trees, brush, timber and tree tops cleared by Grantee from the Grantor Property, and Grantee shall restore the surface of disturbed ground to approximately the grade and shape of the surrounding land. The cost of any damage to the Grantor Property (other than to trees, brush, timber and tree tops cleared or removed pursuant to the terms of this Agreement) caused by Grantee, or Grantee's agents, employees or contractors shall be borne by Grantee; provided, however, that Grantor shall be entitled to repair such damage and seek reimbursement from Grantee.

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

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

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

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

The following is the address for notice purposes of Grantor:

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

The following is the address for notice purposes of Grantee:

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

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand(s) and Seal(s), this ____ day of _____, 2010.

WITNESS:

GRANTOR:

Oconee County, South Carolina

By: _____

Its: _____

WITNESS:

GRANTEE:

Blue Ridge Electric Cooperative, Inc.

By: _____

Its: _____

DRAFT

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: December 7, 2010
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Second Reading of Ordinance 2010-15: An Ordinance to Amend the Zoning Enabling Ordinance Pursuant to a Citizen-Initiated Rezoning Request

BACKGROUND OR HISTORY:

The proposed Ordinance 2010-15 stems from a citizen-initiated rezoning request submitted by Mr. Jim Codner. It should be noted that the area delineated in this request constitutes the first phase of the overall rezoning proposal, and contains slightly less than 1/3 of the total parcels to be considered (the balance of the proposal is planned to be presented in 2 additional requests in the near future). The submitted request included 253 parcels located north of Cane Creek, near Ebenezer Road, and was accompanied by the signatures of approximately 68% of the parcel owners. It should be noted that a number of parcels included in the boundaries of the North Cane Creek Request were also part of the North Fairview Community Request, which was presented to Council during the same meeting; Council took First Reading in Title Only on both requests on April 13, 2010, and referred both to the Planning Commission for review. The Planning Commission originally took up the request at a special meeting on May 11, 2010, at which time they voted to recommend Council amend the submitted request; the request was again reviewed, and the recommendation reaffirmed, on November 16, 2010.

SPECIAL CONSIDERATIONS OR CONCERNS:

*Planning Commission Recommendation: Amends submitted boundaries by removing parcels included in the North Fairview Request (Ordinance #2010-16).

*Staff Recommendation: Includes the elimination of Control Free District 'islands' created by submitted boundaries, as well as the rezoning of all parcels within existing subdivisions. Also, a series of parcels are recommended to be rezoned into the proposed Agricultural Residential District. Please Note: Due to the fact that the proposed rezoning includes parcels included in the North Fairview Request, staff's recommendation for both proposals is shown together—see attached map.

*Draft Ordinance 2010-15 (attached) is written to reflect request as presented to Council at First Reading; will be amended to reflect Council's decisions prior to the public hearing.

STAFF RECOMMENDATION:

Take Second Reading of Ordinance 2010-15, and schedule the required public hearing.

FINANCIAL IMPACT:

None Anticipated

ATTACHMENTS

Copy of Draft Ordinance

- 4 Maps:** 1) Planning Commission Recommendation for North Cane Creek Request (#2010-15) *ONLY*;
2) Combined Planning Commission Recommendations for N. Cane Creek *AND* N. Fairview Comm. Requests;
3) Staff Recommendation for N. Cane Creek *AND* N. Fairview Community Requests (Using ARD);
4) Staff Recommendation Option 2 for N. Cane Creek *AND* N. Fairview Community Requests (Using Original Districts)

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.

Ref: North Cane Creek Request

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Ant H L

Department Head/Elected Official

Approved for Submittal to Council:

Scott Moulder, County Administrator

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

Attachment: Copy of Draft Ordinance

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2010-15

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

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

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

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

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

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

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

A. The following parcels previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby

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

Ref: North Cane Creek Request

rezoned, and shall be in the Lake Residential District (LRD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the LRD in Chapter 38 of the Code.

Parcel (Tax Identification Number)

178-00-01-001	178-00-01-130	178-00-01-171	178-01-01-036	178-02-01-022
178-00-01-002	178-00-01-131	178-00-01-172	178-01-01-037	178-02-01-023
178-00-01-011	178-00-01-132	178-00-01-173	178-01-01-038	178-02-01-024
178-00-01-022	178-00-01-133	178-00-01-174	178-01-01-039	178-02-01-025
178-00-01-023	178-00-01-134	178-00-01-184	178-01-01-040	178-02-01-026
178-00-01-026	178-00-01-135	178-00-01-188	178-01-01-041	178-02-01-027
178-00-01-036	178-00-01-136	178-01-01-001	178-01-01-042	178-02-01-028
178-00-01-037	178-00-01-137	178-01-01-002	178-01-01-043	178-02-01-029
178-00-01-038	178-00-01-138	178-01-01-003	178-01-01-044	178-02-01-030
178-00-01-042	178-00-01-139	178-01-01-005	178-01-01-045	178-02-01-031
178-00-01-053	178-00-01-140	178-01-01-006	178-01-01-046	178-02-01-032
178-00-01-054	178-00-01-141	178-01-01-007	178-01-01-047	178-02-01-033
178-00-01-055	178-00-01-142	178-01-01-008	178-01-01-048	178-02-01-034
178-00-01-058	178-00-01-143	178-01-01-009	178-01-01-049	178-02-01-035
178-00-01-060	178-00-01-144	178-01-01-010	178-01-01-050	178-02-01-036
178-00-01-063	178-00-01-145	178-01-01-011	178-01-01-051	178-02-01-037
178-00-01-065	178-00-01-146	178-01-01-012	178-01-01-052	178-02-01-038
178-00-01-071	178-00-01-147	178-01-01-013	178-01-01-053	178-02-01-039
178-00-01-072	178-00-01-148	178-01-01-014	178-01-01-055	178-02-01-040
178-00-01-073	178-00-01-149	178-01-01-015	178-02-01-001	178-02-01-041
178-00-01-075	178-00-01-150	178-01-01-016	178-02-01-002	178-02-01-042
178-00-01-076	178-00-01-151	178-01-01-017	178-02-01-003	178-02-01-043
178-00-01-079	178-00-01-152	178-01-01-018	178-02-01-004	178-02-01-044
178-00-01-088	178-00-01-153	178-01-01-019	178-02-01-005	178-02-01-045
178-00-01-089	178-00-01-154	178-01-01-020	178-02-01-006	178-02-01-046
178-00-01-102	178-00-01-155	178-01-01-021	178-02-01-007	178-02-01-047
178-00-01-104	178-00-01-156	178-01-01-022	178-02-01-008	178-02-01-048
178-00-01-106	178-00-01-157	178-01-01-023	178-02-01-009	178-02-01-049
178-00-01-107	178-00-01-158	178-01-01-024	178-02-01-010	178-02-01-050
178-00-01-108	178-00-01-159	178-01-01-025	178-02-01-011	178-02-01-051
178-00-01-110	178-00-01-160	178-01-01-026	178-02-01-012	178-02-01-052
178-00-01-111	178-00-01-161	178-01-01-027	178-02-01-013	178-02-01-053
178-00-01-112	178-00-01-162	178-01-01-028	178-02-01-014	178-02-01-054
178-00-01-113	178-00-01-164	178-01-01-029	178-02-01-015	178-02-01-055
178-00-01-114	178-00-01-165	178-01-01-030	178-02-01-016	178-02-01-056
178-00-01-125	178-00-01-166	178-01-01-031	178-02-01-017	178-02-01-057
178-00-01-126	178-00-01-167	178-01-01-032	178-02-01-018	178-02-01-058
178-00-01-127	178-00-01-168	178-01-01-033	178-02-01-019	178-02-01-059
178-00-01-128	178-00-01-169	178-01-01-034	178-02-01-020	178-02-01-060
178-00-01-129	178-00-01-170	178-01-01-035	178-02-01-021	178-02-01-061

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Ref: North Cane Creek Request

178-02-01-062	178-02-01-073	193-00-01-002	193-01-01-006	193-01-02-004
178-02-01-064	178-02-01-075	193-00-01-003	193-01-01-007	193-01-02-005
178-02-01-065	178-07-01-008	193-00-01-004	193-01-01-008	193-01-02-006
178-02-01-066	178-07-01-009	193-00-01-005	193-01-01-009	193-01-02-007
178-02-01-067	178-07-01-010	193-00-03-047	193-01-01-010	193-01-02-008
178-02-01-068	178-07-01-011	193-01-01-001	193-01-01-011	193-01-02-009
178-02-01-069	178-07-01-012	193-01-01-002	193-01-01-012	193-01-02-010
178-02-01-070	178-07-01-013	193-01-01-003	193-01-02-001	193-01-02-011
178-02-01-071	178-07-01-021	193-01-01-004	193-01-02-002	193-01-02-012
178-02-01-072	193-00-01-001	193-01-01-005	193-01-02-003	193-01-02-013

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

Parcel (Tax Identification Number)

178-00-01-008
178-00-01-049
178-00-01-052

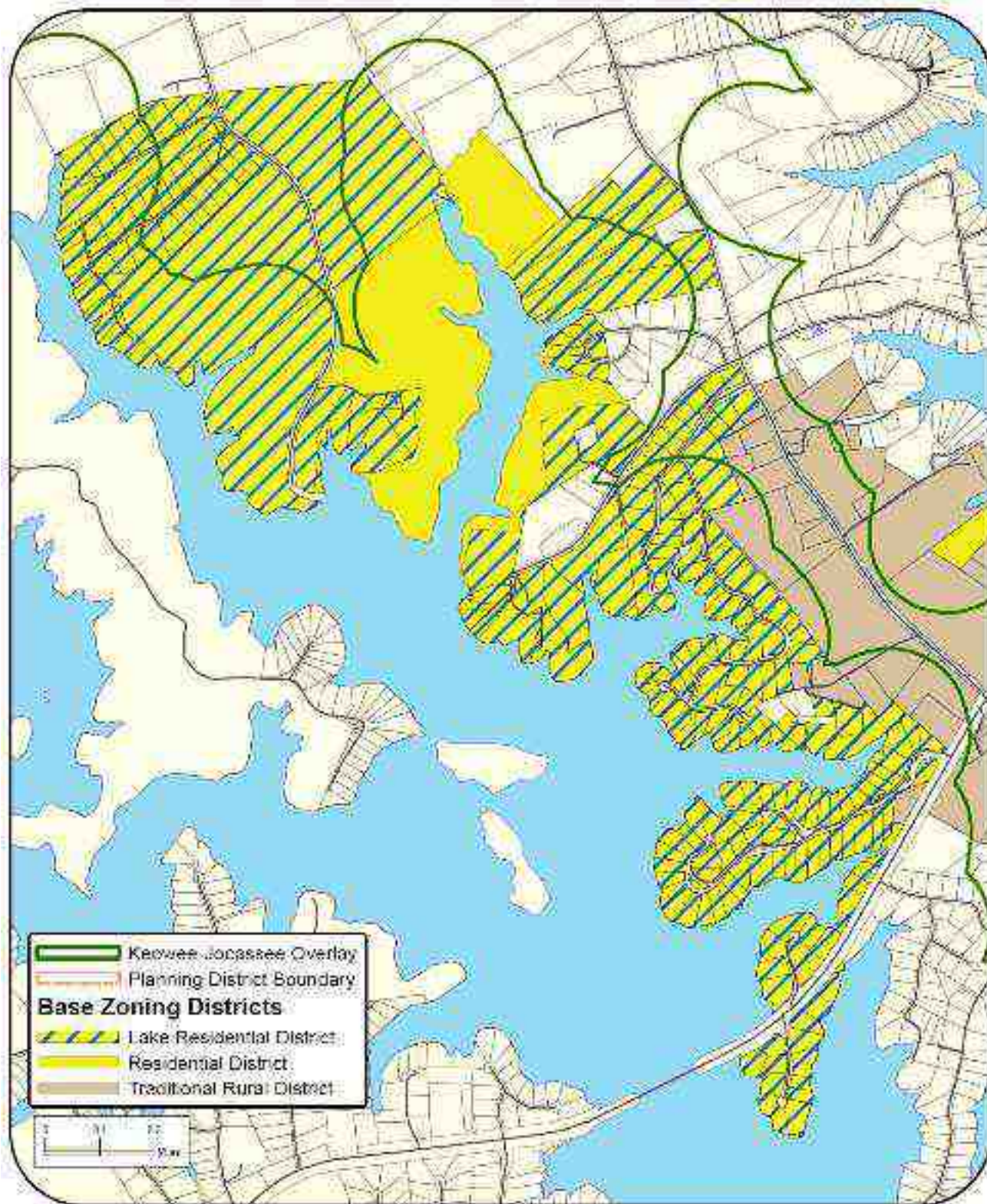
2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. The Zoning Enabling Ordinance, Ordinance 2007-18, and Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

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.

APPENDIX A

Parcels Rezoned by Ordinance 2010-15



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.

Ref: North Cane Creek Request

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

ATTEST:

FOR OCONEE COUNTY:

Elizabeth G. Hulse
Clerk to Council

Scott Moulder
County Administrator

APPROVED AS TO FORM:

Thomas L. Martin
Oconee County Attorney

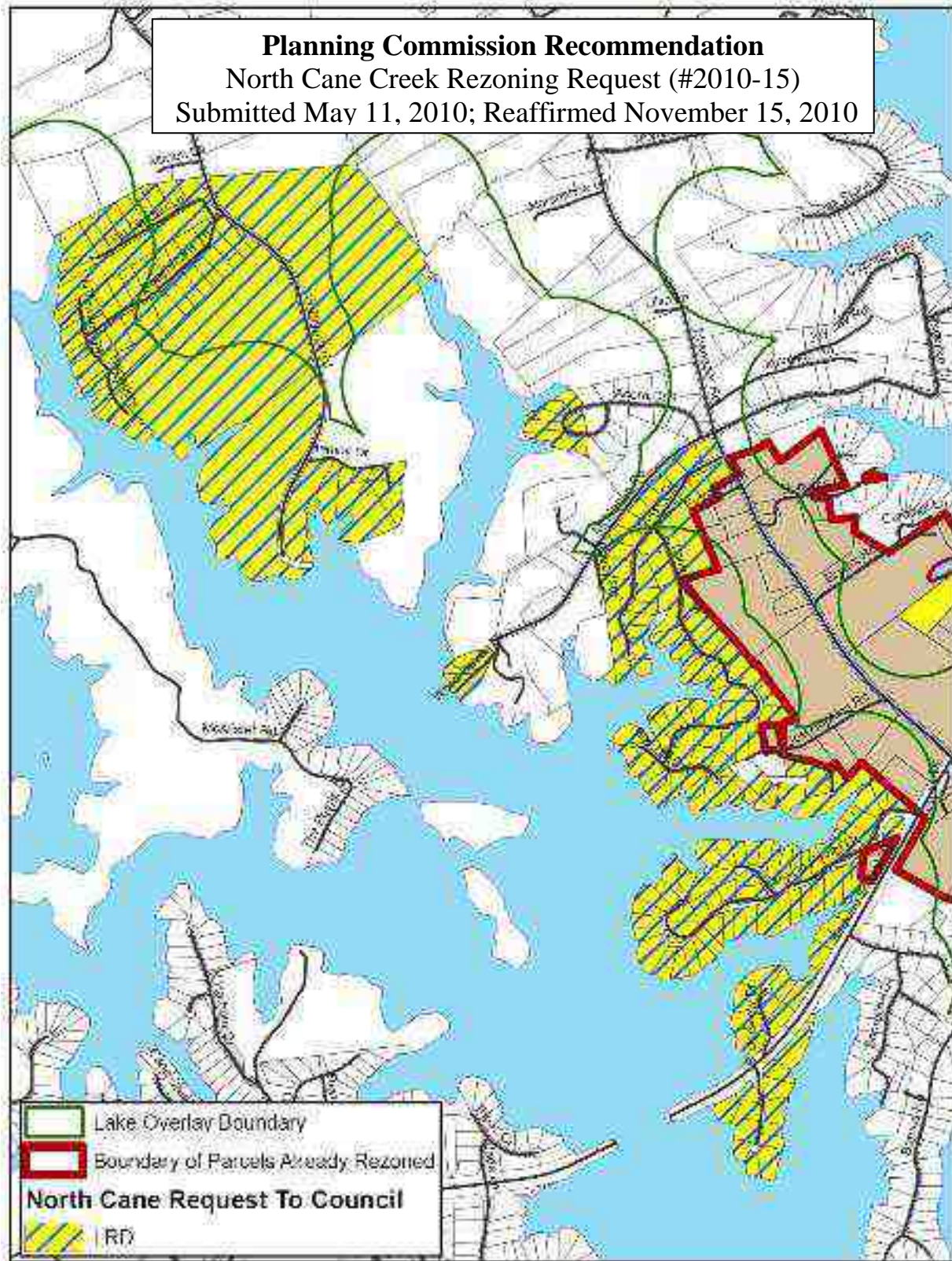
First Reading: _____
Second Reading: _____
Third Reading: _____
Public Hearing: _____

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.

Attachment: Maps

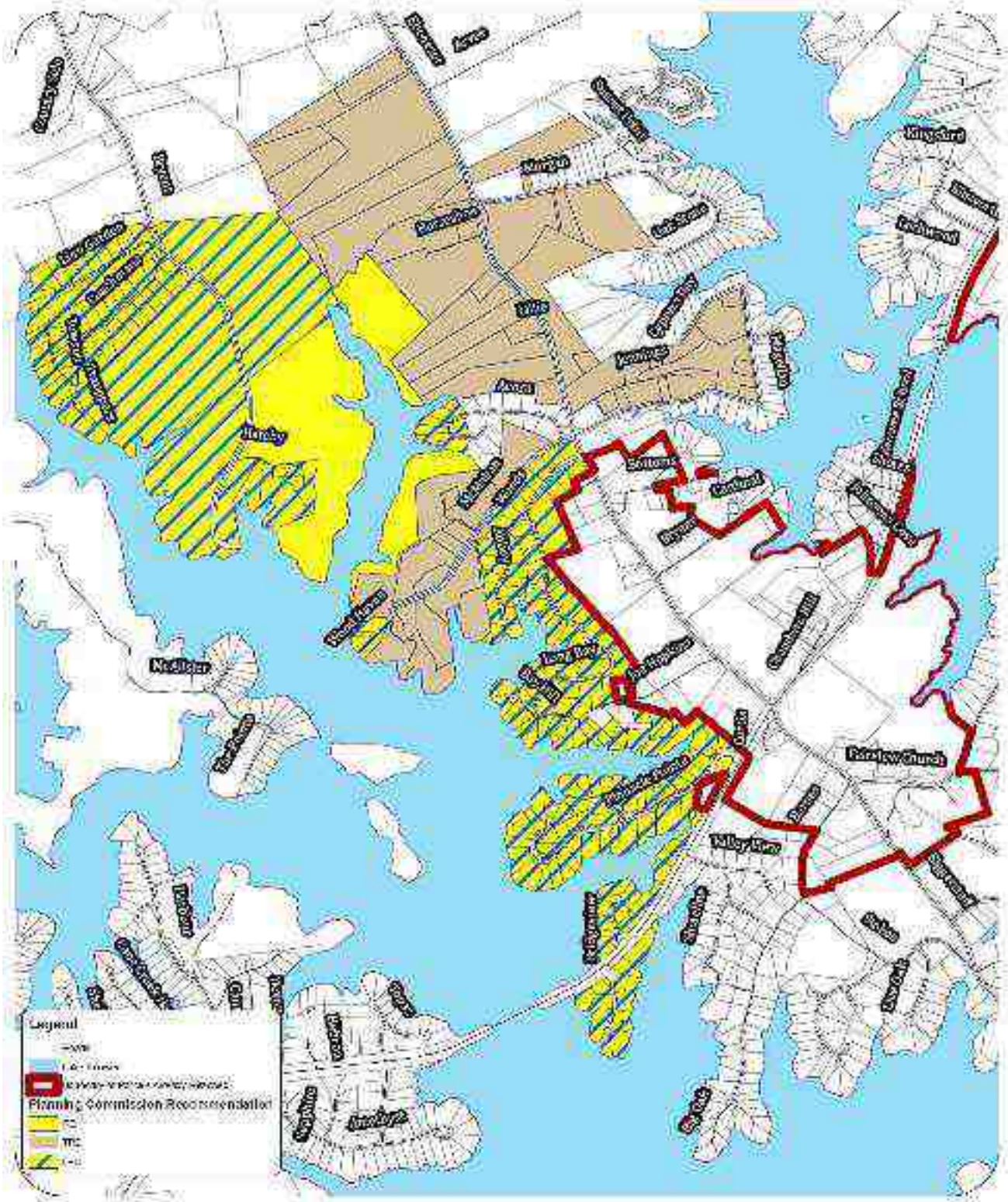
Map 1) Planning Commission Recommendation (#2010-15) May 11, 2010; Reaffirmed November 15, 2010



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.

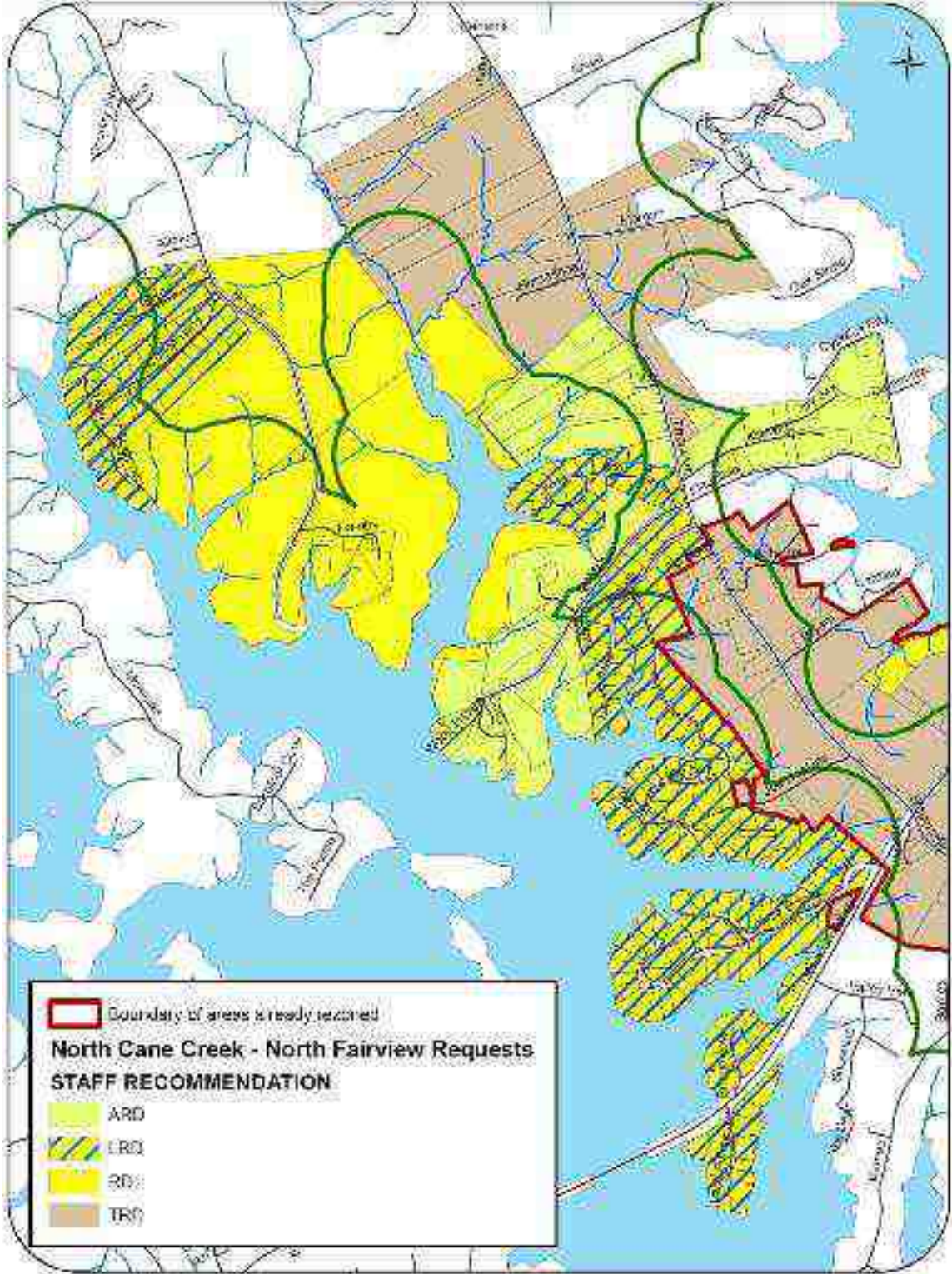
Map 2) Combined Planning Commission Recommendations North Cane Creek (#2010-15) and North Fairview Comm. (#2010-16) Requests



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.

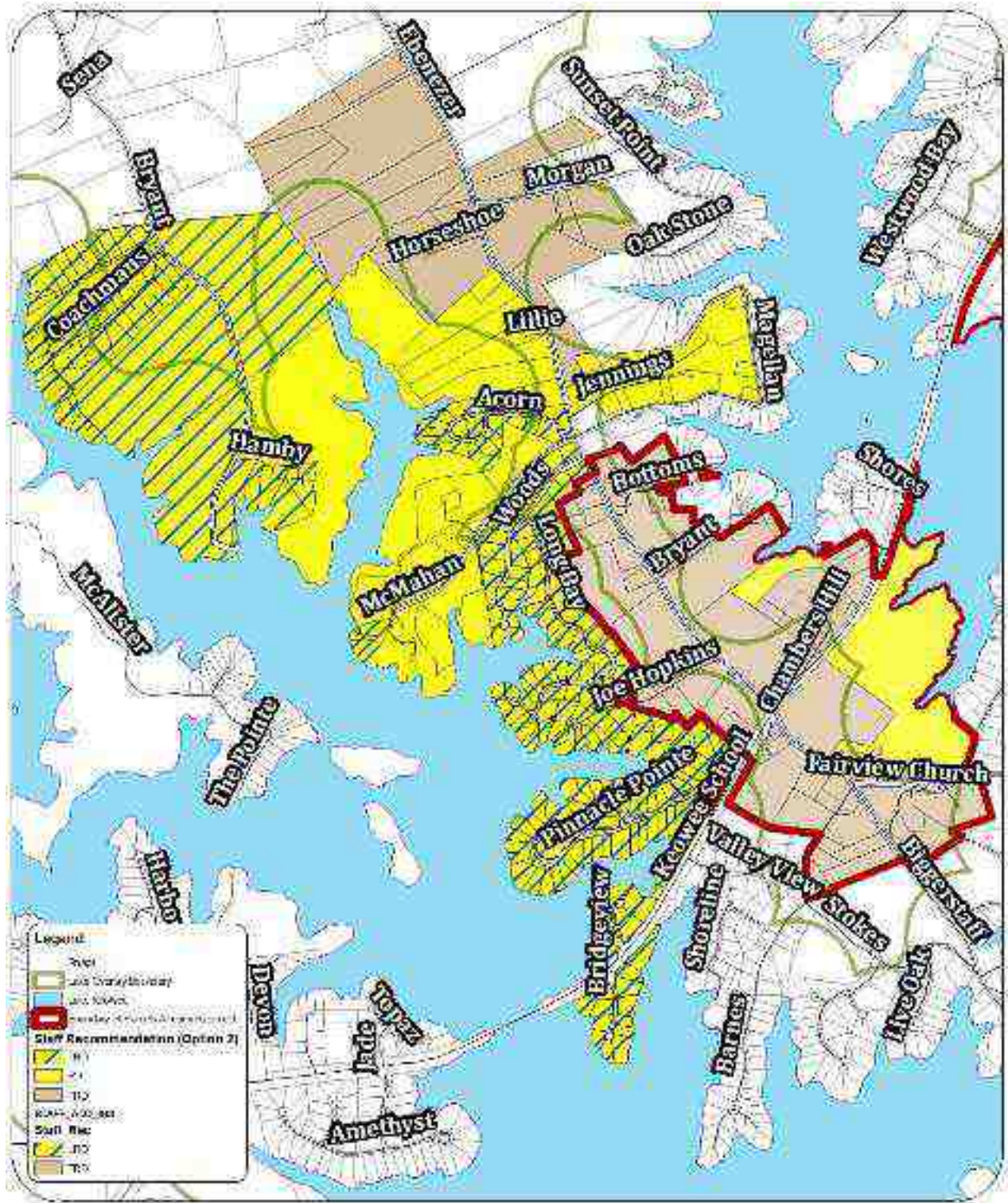
Map 3) Staff Recommendation (Option 1) North Cane Creek and North Fairview Rezoning Requests Utilizing Agricultural Residential District (ARD)



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.

Map 4) Staff Recommendation (Option 2) North Cane Creek and North Fairview Rezoning Requests Utilizing Only Original Zoning Districts



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.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: December 7, 2010
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Second Reading of Ordinance 2010-16: An Ordinance to Amend the Zoning Enabling Ordinance Pursuant to a Citizen-Initiated Rezoning Request

BACKGROUND OR HISTORY:

The proposed Ordinance 2010-16 stems from a citizen-initiated rezoning request submitted by Ms. Jean Jennings. The submitted request consisted of 56 parcels in the Control Free District, located near Ebenezer Road in the Fairview Community, near Lake Keowee. Petitions containing the signatures of approximately 83% of the owners of the parcels in the request area were submitted in support of the proposal. It should be noted that a number of parcels included in the boundaries of the North Fairview Community Request were also part of the North Cane Creek Request, which was presented to Council during the same meeting; Council took First Reading in Title Only on both requests on April 13, 2010, and referred both to the Planning Commission for review. The Planning Commission reviewed the request at a special meeting on May 11, 2010, and voted to recommend Council approve the North Fairview Community rezoning request as submitted. On September 7, 2010, at the request of the Planning Commission Chairman, Council referred Ordinance 2010-16 back to the Commission for further study and consideration; and on October 4, 2010, the Commission voted to recommend Council consider the request as originally submitted.

SPECIAL CONSIDERATIONS OR CONCERNS:

*Planning Commission Recommendation: North Fairview Rezoning Proposal recommended for adoption as submitted—see attached map.

*Staff Recommendation: Staff recommends rezoning a series of parcels into the recently adopted Agricultural Residential District to better provide for future compatibility of land uses; an alternative recommendation utilizing only those districts existing at time of original submission is also included to address concerns raised during initial Council review—see attached maps.

*Draft Ordinance 2010-16 (attached) is written to reflect request as presented to Council at First Reading.

STAFF RECOMMENDATION:

Take Second Reading of Ordinance 2010-16, and schedule the required public hearing.

FINANCIAL IMPACT:

None Anticipated

ATTACHMENTS

Copy of Draft Ordinance

- 4 Maps:** 1) Planning Commission Recommendation for North Fairview Request (#2010-16) *ONLY*;
2) Combined Planning Commission Recommendations for N. Cane Creek *AND* N. Fairview Comm. Requests;
3) Staff Recommendation Option 1 for N. Cane Creek *AND* N. Fairview Community Requests (Using ARD);
4) Staff Recommendation Option 2 for N. Cane Creek *AND* N. Fairview Community Requests (Using Original Districts)

Ref: North Fairview Request

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Ant H L

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.

Attachment: Copy of Draft Ordinance

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2010-16

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

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

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

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

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

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

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

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.

Ref: North Fairview Request

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

Parcel (Tax Identification Number)

163-00-01-028	178-00-01-012	178-00-01-073	178-00-02-004	178-00-02-038
163-00-01-166	178-00-01-014	178-00-01-085	178-00-02-021	178-00-02-040
163-00-01-171	178-00-01-046	178-00-01-094	178-00-02-024	178-00-02-044
163-00-01-172	178-00-01-047	178-00-01-099	178-00-02-025	178-00-02-048
178-00-01-004	178-00-01-048	178-00-01-104	178-00-02-026	178-00-02-089
178-00-01-005	178-00-01-055	178-00-01-110	178-00-02-029	178-00-02-095
178-00-01-006	178-00-01-059	178-00-01-111	178-00-02-030	178-00-02-096
178-00-01-007	178-00-01-064	178-00-01-112	178-00-02-032	178-00-02-107
178-00-01-009	178-00-01-065	178-00-01-113	178-00-02-034	178-00-02-108
178-00-01-010	178-00-01-067	178-00-01-115	178-00-02-036	
178-00-01-011	178-00-01-071	178-00-02-003	178-00-02-037	

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

Parcel (Tax Identification Number)

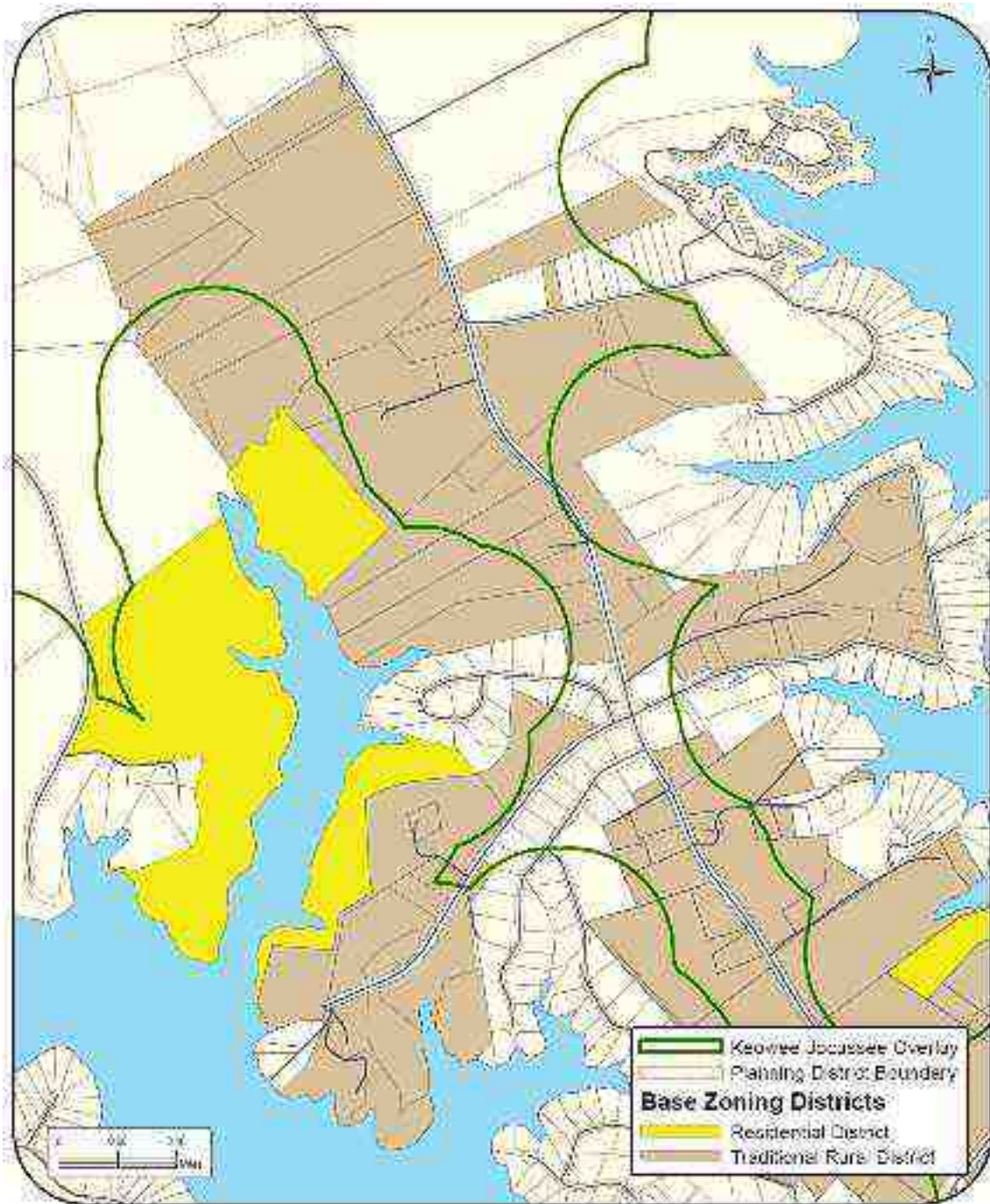
178-00-01-008
178-00-01-049
178-00-01-052

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

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. The Zoning Enabling Ordinance, Ordinance 2007-18, and Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

APPENDIX A
Parcels Rezoned by Ordinance 2010-16



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Ref: North Fairview Request

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

ATTEST:

FOR OCONEE COUNTY:

Elizabeth G. Hulse
Clerk to Council

Scott Moulder
County Administrator

APPROVED AS TO FORM:

Thomas L. Martin
Oconee County Attorney

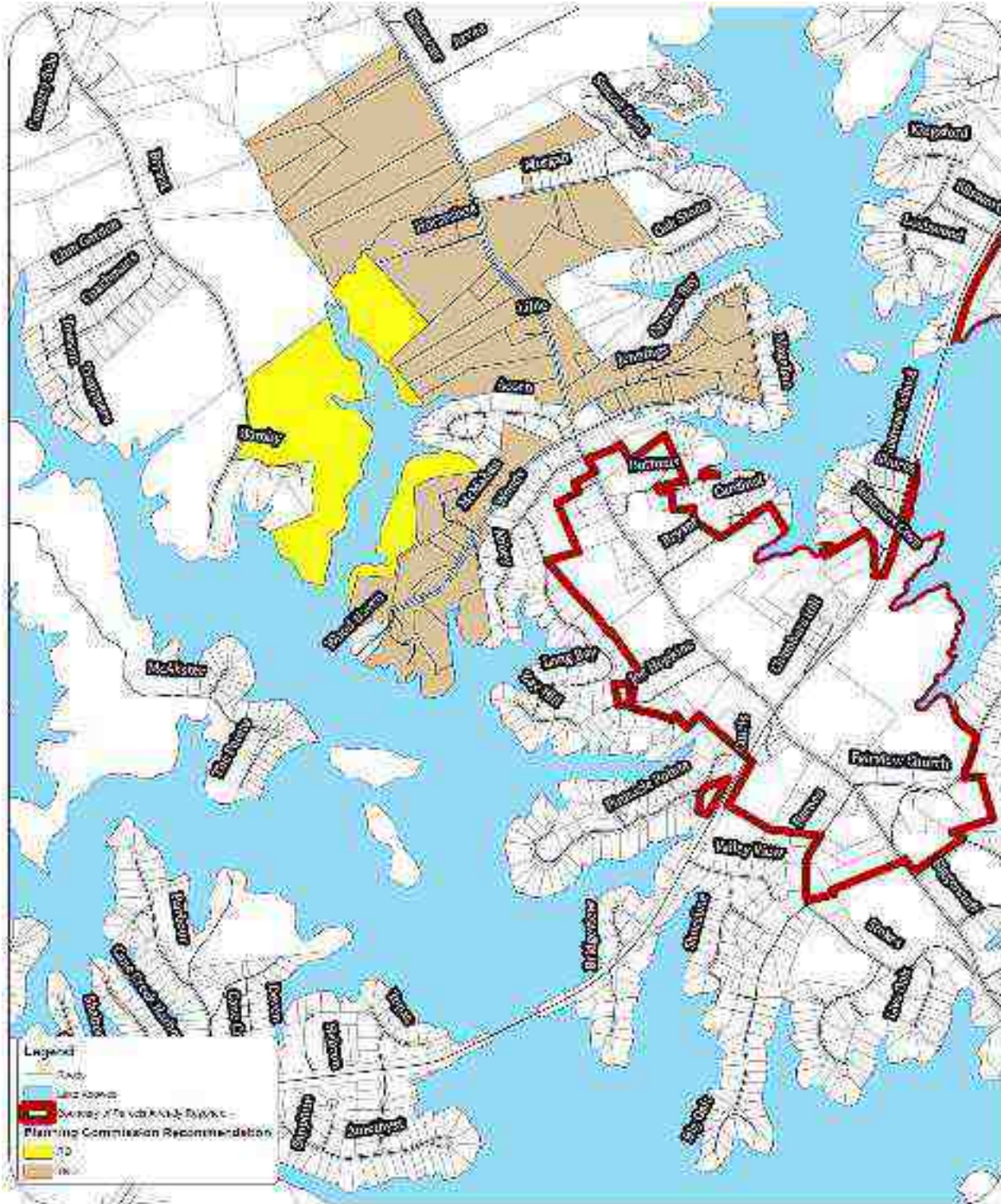
First Reading: _____
Second Reading: _____
Third Reading: _____
Public Hearing: _____

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Attachment: Maps

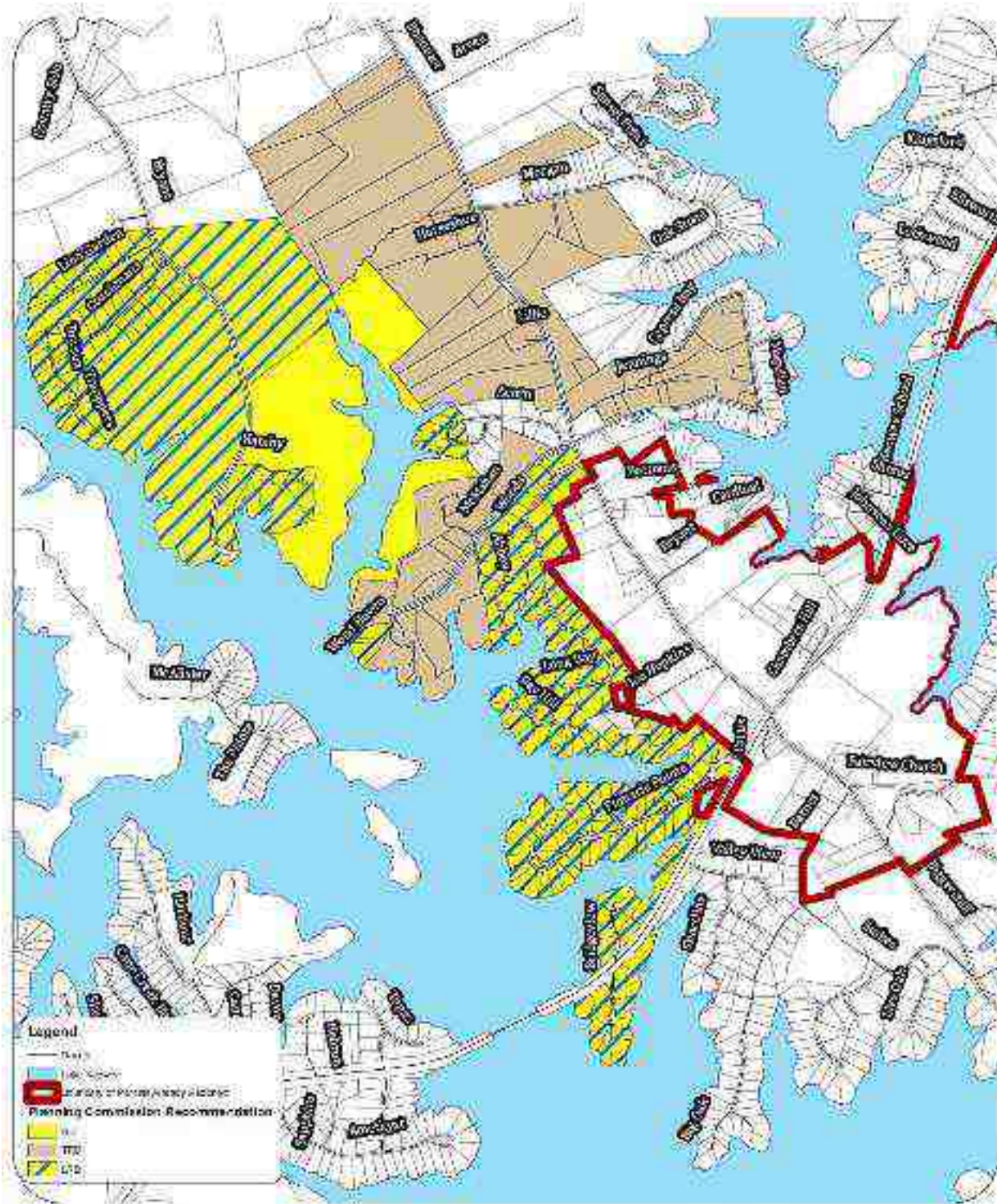
Map 1) Planning Commission Recommendation (#2010-16) May 11, 2010; Reaffirmed October 4, 2010



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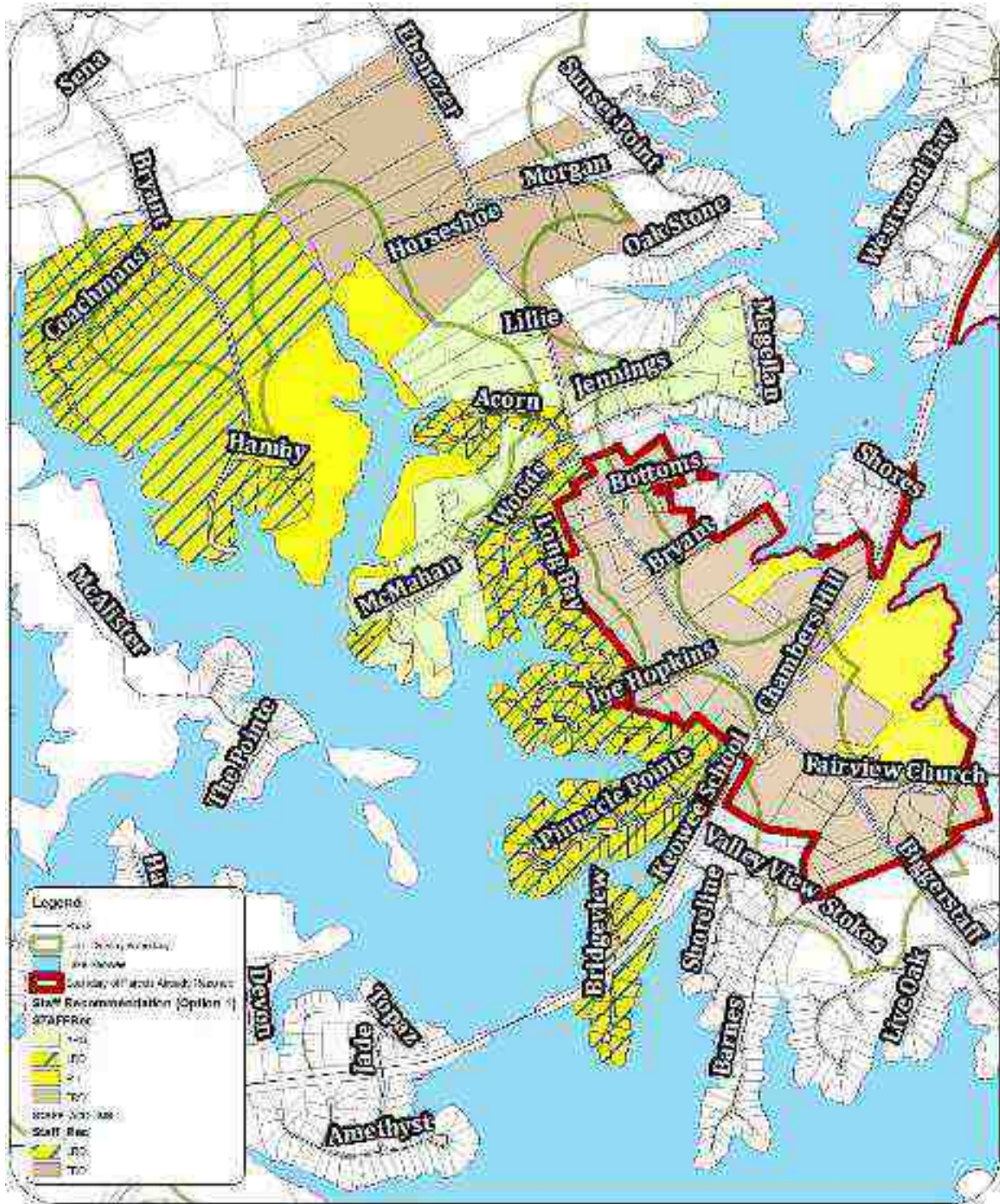
Map 2) Combined Planning Commission Recommendations North Cane Creek (#2010-15) and North Fairview Comm. (#2010-16) Requests



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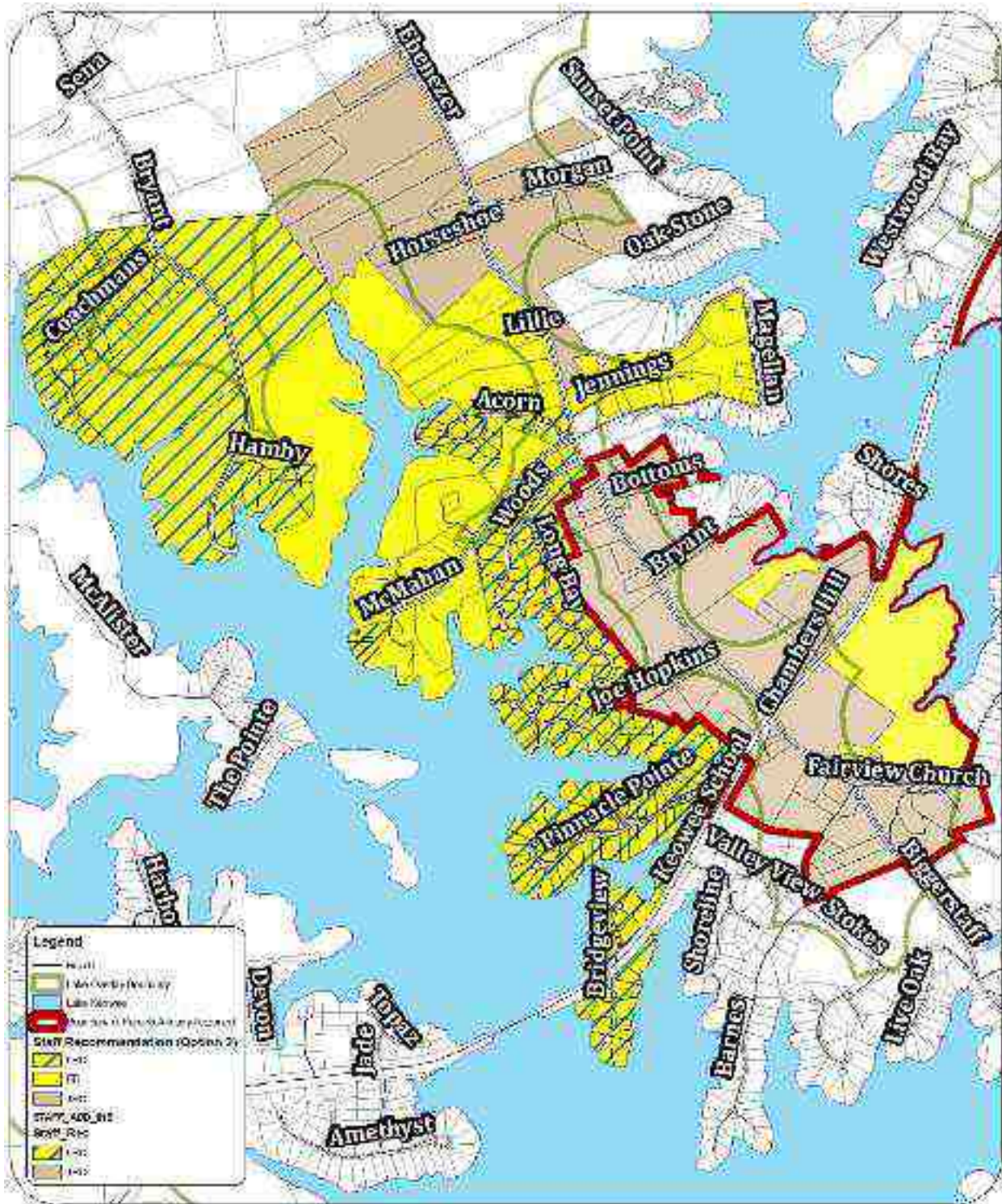
Map 3) Staff Recommendation (Option 1) North Cane Creek and North Fairview Rezoning Requests Utilizing Agricultural Residential District (ARD)



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Map 4) Staff Recommendation (Option 2) North Cane Creek and North Fairview Rezoning Requests Utilizing Only Original Zoning Districts



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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2010-35**

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

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

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

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

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

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

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

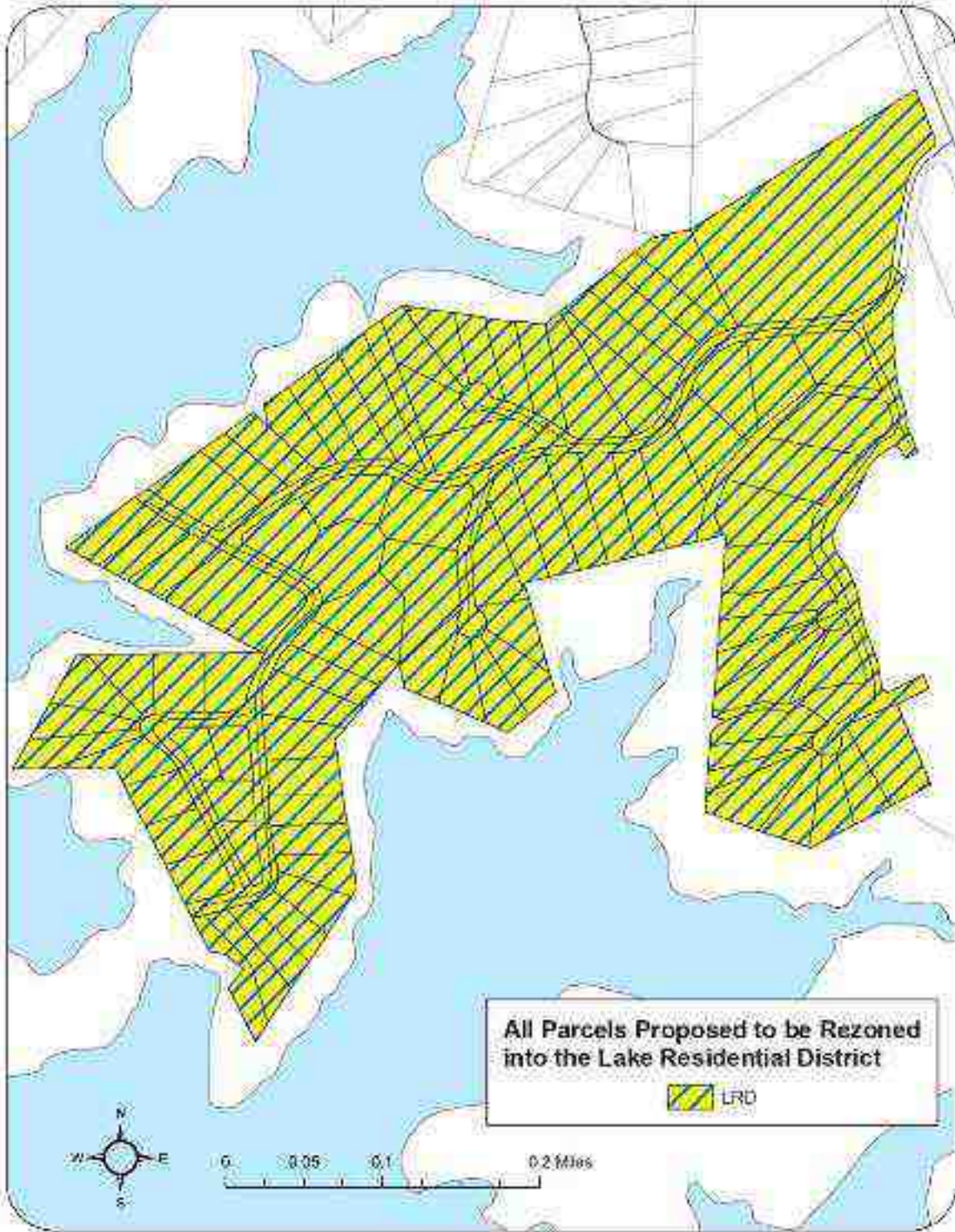
A. The following parcels previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Lake Residential (LRD), and shown as such on the Official Zoning Map in the manner depicted in Appendix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

Parcel (Tax Identification Number)

339-03-01-001	339-03-01-023	339-03-03-003	339-03-03-023	339-06-01-013			
339-03-01-002	339-03-01-024	339-03-03-004	339-03-03-024	339-06-01-014			
339-03-01-003	339-03-01-026	339-03-03-005	339-03-03-026	339-06-01-015			
339-03-01-004	339-03-01-028	339-03-03-006	339-03-03-028	339-06-01-016			
339-03-01-005	339-03-01-029	339-03-03-007	339-03-03-029	339-06-01-017			
339-03-01-006	339-03-01-030	339-03-03-008	339-03-03-032	339-06-01-018			
339-03-01-007	339-03-01-031	339-03-03-009	339-03-03-033	339-06-01-019			
339-03-01-008	339-03-01-032	339-03-03-010	339-03-03-034	339-06-01-020			
339-03-01-009	339-03-01-033	339-03-03-011	339-06-01-001	339-06-01-021			
339-03-01-010	339-03-01-034	339-03-03-012	339-06-01-002	339-03-03-035			
339-03-01-011	339-03-01-035	339-03-03-013	339-06-01-003	339-03-02-006			
339-03-01-012	339-03-01-037	339-03-03-014	339-06-01-004	339-06-01-024			
339-03-01-014	339-03-01-038	339-03-03-015	339-06-01-005				
339-03-01-015	339-03-01-039	339-03-03-016	339-06-01-006				
339-03-01-016	339-03-01-040	339-03-03-017	339-06-01-007				

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. The Zoning Enabling Ordinance, Ordinance 2007-18, and Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

APPENDIX A
Parcels Rezoned by Ordinance 2010-35



ORDAINED in meeting, duly assembled, this ____ day of _____, 201__.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

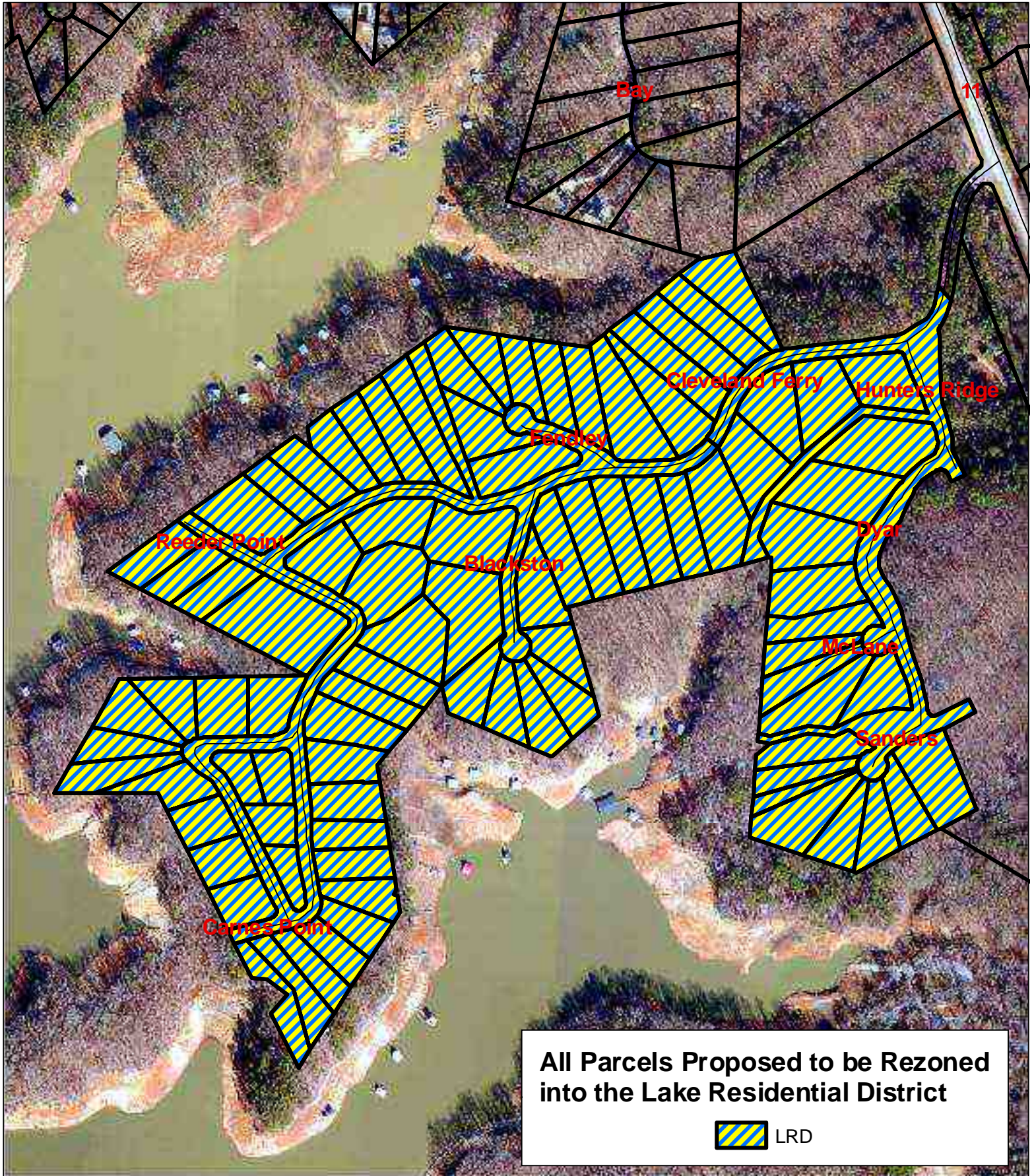
First Reading: November 9, 2010

Second Reading: December 7, 2010

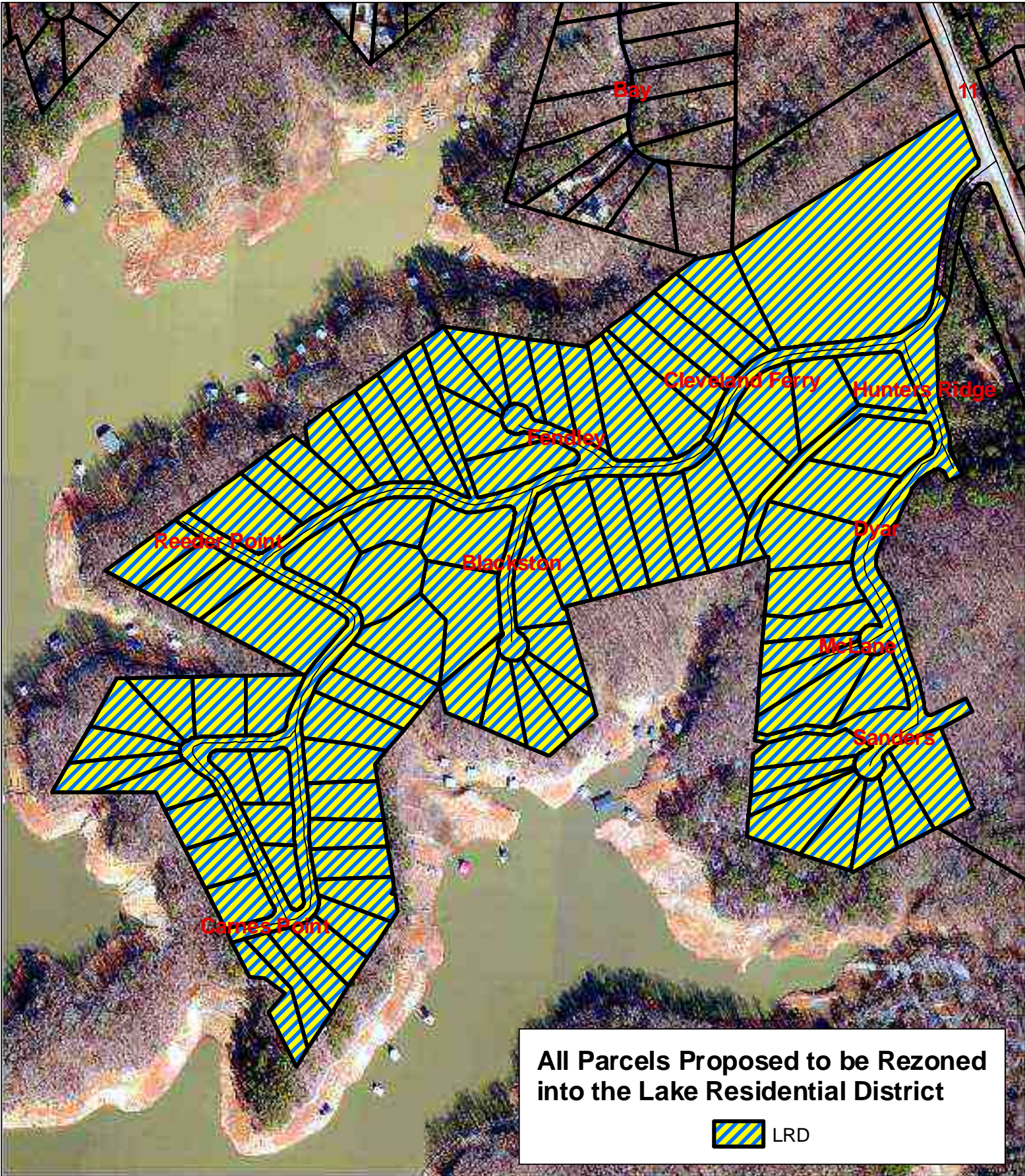
Public Hearing:

Third Reading:

Planning Commission Recommendation for Heritage Shores



Staff Recommendation for Heritage Shores



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: December 7, 2010
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

ORDINANCE 2010-38

AN ORDINANCE ACKNOWLEDGING THE ACCEPTANCE OF CERTAIN ROADS INTO THE OCONEE COUNTY ROAD SYSTEM; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACCESS EASEMENT AGREEMENT RELATED TO THE SAME; AND OTHER MATTERS RELATED THERETO.

BACKGROUND DESCRIPTION:

Hammock Ridge Drive is part of Hammock Ridge Subdivision, a new subdivision created between Poplar Springs Road and Winding Lane. Hammock Ridge Drive is a new road in the subdivision that has been constructed and inspected according to Oconee County standards and regulations. The right-of-way deeds have been offered for acceptance; however, the County is unwilling to accept the responsibility for maintenance of "entrance island" within the road right-of-way. The specific concern is the landscaped island and entrance sign as the subdivision is accessed off of Poplar Springs Road. The Developer and Staff have worked together to protect the interest of the County and preserve the desired aesthetic appeal of the development. To accomplish this balance the County Attorney has developed an ordinance, deed to right-of-way and supplemental easement agreement to achieve this goal.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None.

FINANCIAL IMPACT [Brief Statement]:

N/A Check here if Item Previously approved in the Budget. No additional information required.

Approved by : _____ Finance

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

ORDINACNE NO. 2010-38

Exhibit A – SURVEY OF ENTRANCE ISLAND

Exhibit B - EASEMENT AGREEMENT FOR ENTRANCE ISLAND ALONG HAMMOCK RIDGE DRIVE

STAFF RECOMMENDATION [Brief Statement]:

Approve 2nd reading of ORDINANCE NO. 2010-38

Schedule public hearing and third and final reading for ORDINANCE NO. 2010-38 for December 14, 2010.

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
COUNTY OF OCONEE
ORDINANCE 2010-38**

**AN ORDINANCE ACKNOWLEDGING THE ACCEPTANCE OF
CERTAIN ROADS INTO THE OCONEE COUNTY ROAD SYSTEM;
AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACCESS
EASEMENT AGREEMENT RELATED TO THE SAME; AND OTHER
MATTERS RELATED THERETO.**

WHEREAS, Oconee County (the “County”) is a body politic and corporate and a political subdivision of the State of South Carolina; and,

WHEREAS, Hammock Ridge Drive and Setting Sun Court (the “Roads”) are part of Hammock Ridge Subdivision, a subdivision created between Poplar Springs Road and Winding Lane and are designated on a plat entitled “Survey of Hammock Ridge,” dated May 15, 2007 and recorded in the Oconee County Register of Deeds on October 15, 2008 in Plat Book B286, Page 4; and,

WHEREAS, the Roads have been constructed and inspected according to Oconee County standards and regulations and are offered for acceptance by Hammock Ridge, LLC; and,

WHEREAS, the County is unwilling to accept the responsibility for maintenance of “common areas” within road right-of-way, specifically, in this case, the landscaped island and entrance sign located off of Poplar Springs Road; and,

WHEREAS, Hammock Ridge, LLC and County staff have worked together to protect the interest of the County and preserve the desired aesthetic appeal of the development; and,

WHEREAS, as a part of the transfer to the County, Hammock Ridge, LLC wishes to retain the right and responsibility to maintain a certain section of Hammock Ridge Drive (the “Easement Area”), designated as “Entrance Island” on a plat entitled “Easement Area Inside Curb Hammock Ridge Subdivision,” dated July 20, 2010, attached hereto as **Exhibit A** and incorporated herein by this reference, and therefore desires to acquire from the County, a temporary, non-exclusive maintenance easement across, upon and over the Easement Area to construct and maintain an entrance island and sign, together with the right to plant and maintain landscaping upon the Easement Area; and,

WHEREAS, in consideration of the good and valuable consideration as stated in the easement agreement (the “Easement Agreement”), attached hereto as **Exhibit B** and incorporated by this reference, the County desires to declare, create and establish a temporary, non-exclusive maintenance easement upon, over, through and across the Easement Area for the benefit of Hammock Ridge, LLC, and its successors and assigns, by execution and recording of the Easement Agreement; and,

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

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

1. Oconee County Council hereby acknowledges that the Roads are in compliance with all applicable laws and ordinances as required by Section 26-6 of the Code of Ordinances of Oconee County, as amended, Hammock Ridge, LLC has offered the Roads to the County, and

Oconee County Council hereby authorizes the acceptance of the Roads, contingent upon the execution and delivery of the Easement Agreement.

2. Contingent upon the execution and delivery of the Easement Agreement, Oconee County Council authorizes the conveyance to Hammock Ridge, LLC, its successors and assigns, those certain easement interests across the Easement Area as are more particularly described in the Easement Agreement.

3. 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 Oconee County Administrator is hereby authorized and directed to execute all contractual documents and all other documents related to the actions authorized by this Ordinance, including, without limitation, the Easement Agreement, and, upon the successful completion of all such administrative work required for the prudent and successful acceptance of the Roads, to accept the Roads into the County Road System.

4. The Oconee County Administrator is hereby authorized and directed to execute, enter into, accept 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 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.

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

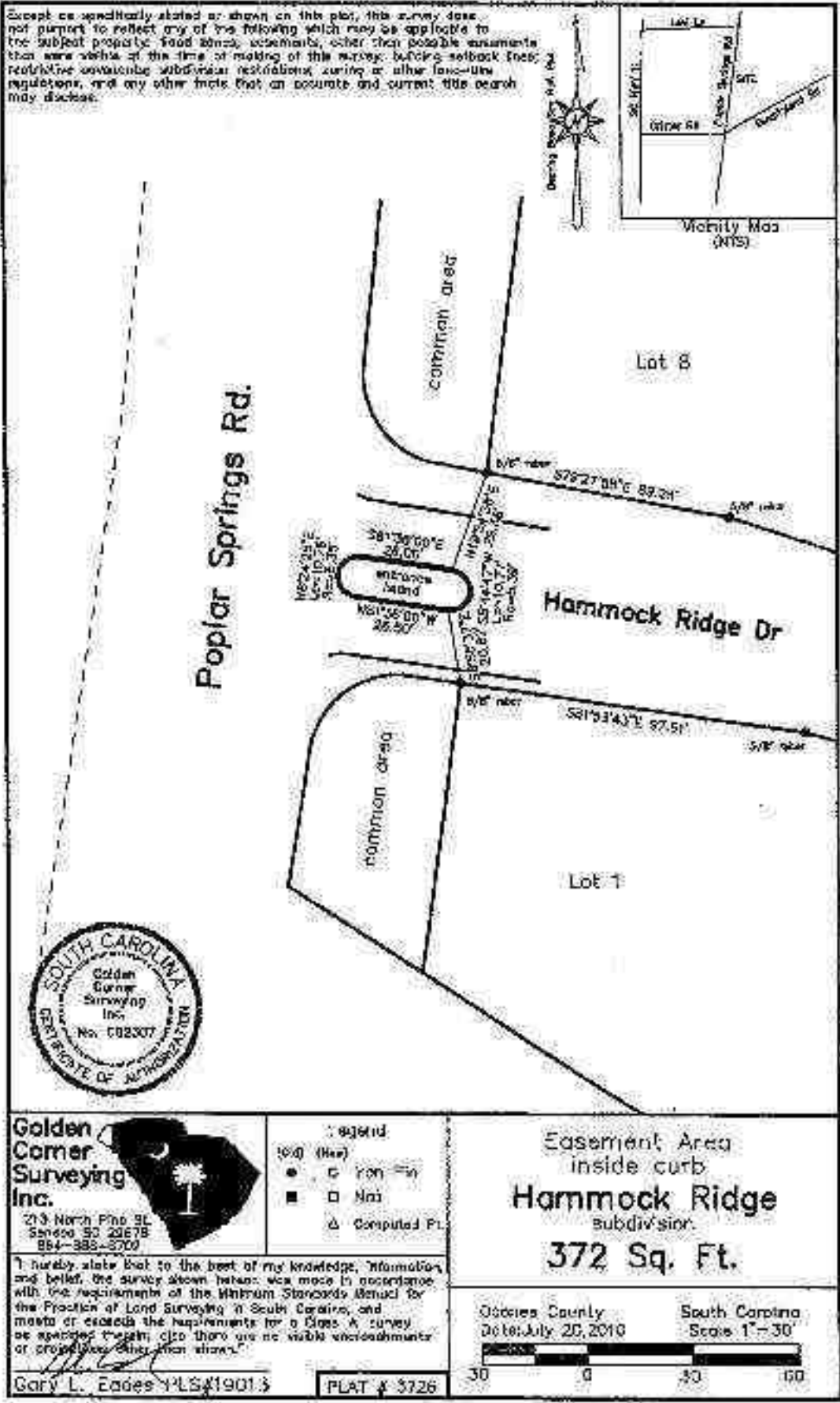
OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading: December 7, 2010
Second Reading:
Public Hearing:
Third Reading:



STATE OF SOUTH CAROLINA)	EASEMENT FOR MAINTENANCE OF
)	ENTRANCE ISLAND
COUNTY OF OCONEE)	

This easement agreement for maintenance of entrance island ("Agreement") is made effective on this _____ day of _____, 2010, by and between, OCONEE COUNTY, SOUTH CAROLINA ("Grantor") and HAMMOCK RIDGE, LLC ("Grantee").

Grantor owns certain real property located in Oconee County, South Carolina, the deed to which was recorded in the office of the Register of Deeds for Oconee County, South Carolina on _____, in Deed Book _____, at Page _____, ("Grantor Property") upon which Grantee has constructed and wishes to maintain an entrance island and landscaping.

Grantor wishes to grant Grantee a non-exclusive easement to access the entrance island for maintenance purposes during the existence of the entrance island.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00), receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. GRANT OF EASEMENT. Grantor does hereby grant, bargain, sell, convey unto Grantee, its successors and assigns, a temporary, non-exclusive maintenance easement upon, over, through and across that certain piece, parcel or tract of land being contained within and located upon the Grantor Property and more specifically described as:

All that certain piece, parcel or lot of landing lying and being situate in Oconee County, South Carolina, designated as "Entrance Island", as more particularly described and shown on a plat thereof prepared by Gary L. Eades, PLS #19013 dated July 20, 2010 and recorded in Plat Book _____, at Page _____, records of Oconee County, South Carolina.

This being a portion of the property conveyed unto Oconee County by deed of Hammock Ridge, LLC recorded in Deed Book _____, at Page _____, records of Oconee County, South Carolina.

2. PURPOSE OF EASEMENT. The Grantee may construct, maintain, alter, repair and replace an entrance island and sign in compliance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD); together with the right to install landscaping and the responsibility to clear and keep clear all nuisance brush within the entrance island.

3. OWNERSHIP OF SIGN AND LANDSCAPING. The sign and any landscaping installed within the entrance island shall remain the property of Grantee, removable at the sole option of Grantee at any time; provided, however, that in the event of removal

of the entrance island, Grantee shall return the Grantor's Property on which the entrance island was located to a condition at least as good as of this Agreement at no cost to Grantor.

4. BUILDINGS OR STRUCTURES. No buildings or permanent structures shall be placed within the easement other than the entrance island as provided above.

5. GRANTOR'S RIGHTS. Grantor expressly reserves the right to use the lands covered by this Agreement for any purpose, and Grantee shall, within forty-five (45) days of receipt of Grantor's written request, remove or alter the entrance island or any improvements erected or maintained by Grantee thereon as directed by Grantor in such written request at no cost or expense to Grantor.

6. TERMINATION OF EASEMENT. Grantor may terminate this Agreement at any time without consent of Grantee, provided that such termination shall be evidenced by Grantor's recorded termination of easement which shall refer to this Agreement and be effective only on Grantee's removal of the entrance island.

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

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

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

The following is the address for notice purposes of Grantor:

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

The following is the address for notice purposes of Grantee:

Hammock Ridge, LLC

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

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

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

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

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: December 7, 2010
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

First Reading (In Caption Only) of Ordinance 2010-40: An Ordinance to Amend the Zoning Enabling Ordinance Pursuant to a Citizen-Initiated Request to Rezone a Series of Parcels Referenced as the Rock Creek Request.

BACKGROUND OR HISTORY:

The proposed Ordinance 2010-40 stems from a citizen-initiated rezoning request submitted by Mr. Ryan Honea. The request consists of 42 parcels in the Control Free District, located off Highway 182 in southern Oconee County. As submitted, 38 parcels would be rezoned into Agricultural District (AD), and 4 parcels would be rezoned into the Traditional Rural District (TRD). Petitions containing the signatures of 100% of the owners of the parcels in the request area were submitted in support of the proposal.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Rock Creek Request has received no opposition to date.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

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

STAFF RECOMMENDATION:

Take First Reading (In Caption Only) of Ordinance 2010-40, and refer the matter to the Planning Commission for the required review.

FINANCIAL IMPACT:

None Anticipated

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

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

ATTACHMENTS

Map of rezoning proposal as submitted.

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.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) made and entered into this _____ day of _____, 2010, by and between the Town of Salem, South Carolina (the “Town”), and Oconee County, South Carolina and the Oconee County Public Library (collectively referred to as the “County”),

IN CONSIDERATION of the mutual conditions set forth below, and intending to be legally bound, the Town and the County agree as follows:

1. **Use of Premises by the County.** Subject to the terms, conditions, and provisions set forth below, the Town agrees to provide access to and use of approximately one thousand one hundred thirty ($\pm 1,130$) square feet (the “Premises”) situated in the Salem Town Hall (the “Building”) located at 5 Park Avenue, Salem, South Carolina, so that the County may use the Premises as a Public Library, together with the right to use the parking areas, hallways, pedestrian walkways, landscaped areas, restrooms, and other public areas of the Building (the “Parking/Public Areas”) in common with others and as needed. The Premises, Building and Parking/Public Areas are depicted on Exhibit A, attached hereto and incorporated herein by this reference.
2. **Mutual Agreements of Parties.** The County and the Town hereby agree to the rights and obligations as set forth in Exhibit B, attached hereto and incorporated herein by this reference. The Town shall provide Oconee County with written notice of the County’s share of utility and other costs as set forth in Exhibit B on a monthly basis during the term of this MOU. Oconee County shall pay the Town said amount, up to the annual limitations as set forth in Exhibit B, within fifteen (15) working days of the County’s receipt of the written notice.
3. **Term and Termination.**
 - a. *Term of MOU.* The initial term of this MOU shall commence on the ____ day of _____, 2010 (the “Commencement Date”) and shall continue for a term of five (5) years (the “Term”). Thereafter, this MOU shall automatically renew for nine (9) additional consecutive terms of five (5) years each, unless terminated earlier pursuant to the terms of this MOU.
 - b. *Termination for Breach.* Either party may terminate this MOU upon ninety (90) days advance written notice to the other party in the event of a breach of any material provision of this MOU, which breach is not cured or capable of being cured (as the non-breaching party shall reasonably determine) within such ninety (90) day period.
 - c. *Termination for Convenience.* Either party may terminate this MOU for any reason or no reason upon a six (6) month advance written notice to the other party.

4. **Trade Fixtures and Equipment.** The County shall have the right to place or install in or upon the Premises such fixtures and equipment as it shall deem desirable for its use of the Premises, and all fixtures and equipment so placed in or upon the Premises at the expense of the County (whether or not readily removable) shall remain the property of the County, and all or any part thereof may be removed by the County, but the County shall be under no obligation to remove or otherwise pay for the cost of the removal of the same and may, at the County's option, surrender all or any part of the fixtures or equipment with the Premises.
5. **Surrender of Premises.** Upon the expiration or earlier termination of this MOU, the County shall surrender the Premises to the Town in as good order and condition as at the commencement of the term, reasonable wear and tear excepted.
6. **Utilities Charges.** The utilities shall be provided for as set forth in Exhibit B. Any utilities that are not addressed in Exhibit B shall be provided for by the Town.
7. **Future Construction and Improvements.** The County may request permission to build future infrastructure or improvements involving or directly affecting the Premises and Public/Parking Areas of the Building, at party's cost or cost shared by parties. Should the County desire to have any expansion of the Building or any improvements or infrastructure in addition to the Building involving or directly affecting the Premises and Public/Parking Areas, the County shall propose, in writing, a general outline of the expansion, the proposed cost of the expansion, and the proposed cost-sharing arrangement, if any. The County may not make any structural changes, alterations, additions or improvements to the Building, including the Premises or the Public/Parking Areas without the Town's written permission. If any structural changes, alterations, additions or improvements to the Building, involving or directly affecting the Premises or the Public/Parking Areas, should impact shared costs as outlined in Exhibit B, either party may request that this MOU be renegotiated to reflect the change in cost.
8. **Assignment.** The parties shall not assign this MOU, and any attempt to assign this MOU shall be null and void. The County will remain primarily liable for the obligations set forth in this MOU.
9. **Insurance.** Each party shall carry adequate insurance at its own expense and pay all premiums for insurance to cover its interests in this MOU, the Premises and Public/Parking Areas and its own personal property and trade fixtures contained within the Building, including the Premises and Public/Parking Areas. Each party will also carry and keep in force a policy of comprehensive public liability insurance, including property damage, with respect to its own interests in the Building, including the Premises and Public/Parking Areas. These policies shall provide at least the following limits: bodily injury \$600,000.00 each person, \$1,000,000 each occurrence. Specifically, the Town will provide insurance for the Building, including the Premises and Public/Parking Areas. The County will provide all required insurance for the County's own personal property and trade fixtures contained within the Premises. The parties shall, upon demand, deliver to

the demanding party a certificate or other evidence that this liability insurance coverage is being maintained.

10. **Default.** It shall be an event of default under this MOU if:
 - a. Either party fails to observe, keep or perform any of the terms, agreements or conditions contained in this MOU as applicable to it; or
 - b. The County ceases to occupy the Premises for a period of twenty (20) days or more.
11. **The Town's Right of Entry.** The Town or its agents may enter the Premises at reasonable hours to inspect the Premises or for the purpose of inspecting the performance by the County of the terms and conditions of this MOU, or to do any act or thing necessary for the safety or preservation of the Premises.
12. **Liability for Errors, Acts, or Omissions.**
 - a. *Error, Act, or Omission by the County:* If a claim arises against the County from the act, omission, or error of the County, the County will be responsible for and address the County's own damages, liabilities, claims, penalties, expenses and costs, including, but not limited to, attorney's and other professional fees, arising out of the act, omission or error, as it would any other.
 - b. *Error, Act, or Omission by the Town:* If a claim arises from the act, omission, or error of the Town, the Town will be responsible for and address the Town's own damages, liabilities, claims, penalties, expenses and costs, including, but not limited to, attorney's and other professional fees, arising out of the act, omission or error, as it would any other.
13. **Holding Over.** If the County remains in possession of the Premises after the expiration or earlier termination this MOU and without executing a new agreement, it shall be deemed to be occupying the Premises as a tenant from month to month. The County shall be subject to all the conditions, provisions, and obligations of this MOU to the extent they are applicable to a month to month tenancy.
14. **Non-appropriation.** This MOU is subject to the appropriation of funds by Oconee County Council. In the event of a non-appropriation of funds by Oconee County Council that may affect the County's performance of any act required by this MOU, this MOU will be deemed terminated ninety (90) days following such non-appropriation and written notice thereof.
15. **Notices.** Any notice given by one party to the other in connection with this MOU shall be in writing and hand-delivered or sent by certified or registered mail, return receipt requested:

TO THE LESSOR: **The Town of Salem**

Attn: Mayor

TO THE LESSEE: **Oconee County**
415 South Pine Street
Walhalla, South Carolina 29691
Attn: Administrator

Notices shall be deemed to have been received on the date of hand-delivery to the other party or upon receipt as shown on the return receipt. The above addresses may be changed at any time by giving ten (10) days prior written notice as hereinabove provided.

16. **Relationship of Parties.** The parties shall never at any time during the term of this MOU become the agent of the other, and the parties shall not be responsible for the acts or omissions of the other party, its employees, or agents.
17. **Time of Essence.** Time is of the essence for each provision of this MOU.
18. **Unavoidable Delay -Force Majeure.** If either party shall be delayed or prevented from the performance of any act required by this MOU by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this section will excuse the County from the prompt payment of any fee or other charge required of the County except as may be expressly provided elsewhere in this MOU.
19. **Divisibility.** If any term or provision of this MOU or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOU shall not be affected thereby, and each term and provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.
20. **Headings.** Headings in this MOU are for convenience and reference only and shall not be used to interpret or construe its provisions.
21. **Waiver.** No delay or omission in the exercise of any right or remedy of the Town on any default by the County shall impair such a right or remedy or be construed as a waiver.
22. **Entire Agreement.** This MOU contains the entire and only agreement between the parties, and no oral statement or representations or prior written matter not contained in this instrument shall have any force or effect. This MOU shall not be modified or amended in any way except by a writing executed by both parties.

23. **Choice of Law.** This MOU shall be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF the undersigned parties have caused this MOU to be executed, and their respective seals affixed, as of the day and year first above written.

IN THE PRESENCE OF:

The Town of Salem, South Carolina

By: _____
Print Name: _____
Its: _____

Oconee County, South Carolina

By: _____
Print Name: _____
Its: _____

Oconee County Public Library

By: _____
Print Name: _____
Its: _____

Exhibit A

SEE ATTACHED MAP

Exhibit B

Oconee County agrees to the following:

Oconee County will pay up to Five Thousand Dollars (\$5,000.00) annually for the electricity bill for the entire building.

Oconee County will provide up to Five Hundred Dollars (\$500.00) worth of supplies (toilet tissue, paper towels, and trash bags) annually for entire building.

Oconee County will pay up to One Thousand Dollars (\$1,000.00) annually for routine building maintenance for the entire building.

In addition to the regular cleaning provided by the Town as stated below, Oconee County will clean the entire building once a week. Oconee County will use its own supplies and labor for the weekly cleaning, and the Town agrees to provide the County reasonable access to the entire building for this purpose.

The Town of Salem agrees to the following:

Except for once weekly cleaning by Oconee County as stated above, the Town of Salem will provide cleaning and cleaning supplies for the entire building.

The Town of Salem will provide trash pick-up for the entire building.

The Town of Salem will provide supplies and provide routine maintenance for the entire building.

The Town of Salem will provide full usage of the Salem Community Club for the Oconee County Library's Summer Reading Program.

The Town of Salem will provide water and sewer/septic service for entire building.

Oconee County and Town of Salem have agreed to the following:

Future large expenses such as roof, HVAC, sewer, structural problems, etc. will be split 50/50 of the entire cost (labor & materials) between Oconee County and the Town of Salem.



ESTABLISHED 1993

Tax District established 2003

Personnel

Keowee Fire Commission



Bob Bowles



Don Chamberlain



Steve Lefevre



Jack Leitch



Bob Malone



Chief Richie Caudill



Asst. Chief Brandon Shirley



Cpt. Dave Mansfield



Cpt. Will Merritt



Cpt. Denny Caldwell

Facilities

HEADQUARTER S

Hwy 130



- Constructed in 2007
- Funded by KFD Tax District
- 15 year bond payment \$1.2 million
- Fuel and Emergency Power on-site
- Staffed 24/7

STATION 2 Doug Hollow Rd



- Constructed in 2006
- Funded by KFD Tax District \$200K
- Staffed Part -Time

County Owned Equipment



Engine 171
2008 Pierce



Engine 17
2002 Freightliner



Engine 17A
1994 Freightliner

Fire District Owned



Operation

- Governed by 5 member elected commission
- Staffed 24/7
- Utilizes Chain-of-command structure
 - Chief
 - Asst. Chief
 - Shift Captains
 - Lieutenants
 - 2 Certified State Fire Marshals
 - 2 Certified Fire Investigators
 - Station Training Officer
 - Shift Captains assisted by an assigned Lieutenant
- Apparatus based computers for rapid information on hydrants, directions, ect.

Accomplishments

- ISO Class 4 district wide (2009)
- Annual Open House w/ 400 in attendance (2009)
- Professional website: www.KeoweeFire.com
- Electronic Newsletter to all communities served
- Strong relationship with mutual aid stations
- Train regularly with Oconee Nuclear Site
- Added 6 additional personnel 2009/2010
- Worked with SC Forestry to meet all the requirements to be a "Firewise" community. Currently have 4 of the 9 in the state in our district with a 5th soon. 1st in the U.S. to be district wide.

Community Involvement

- Annual Open House- Sept 25, 2010
- Firewise program support
- Fire Extinguisher training & sales
- Pre-Fire Plans for Commercial and Residential
- Lockbox program (over 500 installed)
- Station tours/ provide meeting space for Rescue 22, and other State and County meetings and training programs
- Participate in Ham Radio Emergency Communications Day
- "Plan to get out alive" Community Program
- Support "Toys for Tots", D.A.R. school, "Backpacks for School Kids", Lion's Club Fruit sale, and other programs

Questions?



District 17 Keowee Fire Department serves over 5000 residents in 30 square miles.

Keowee Key residents represent just under half of the fire district's total population of more than 5,000. All homes in Keowee Key are within five miles of the fire station and none are more than 1,000 feet from a hydrant. Average response time is under five minutes, which is a critical factor when one considers that a fire can double in size and intensity every seven minutes. These factors, along with the immediate availability of highly trained full time and volunteer firefighters, permit Keowee Key residents to enjoy a low ISO insurance rating of 4, which reflects in lower homeowner insurance.

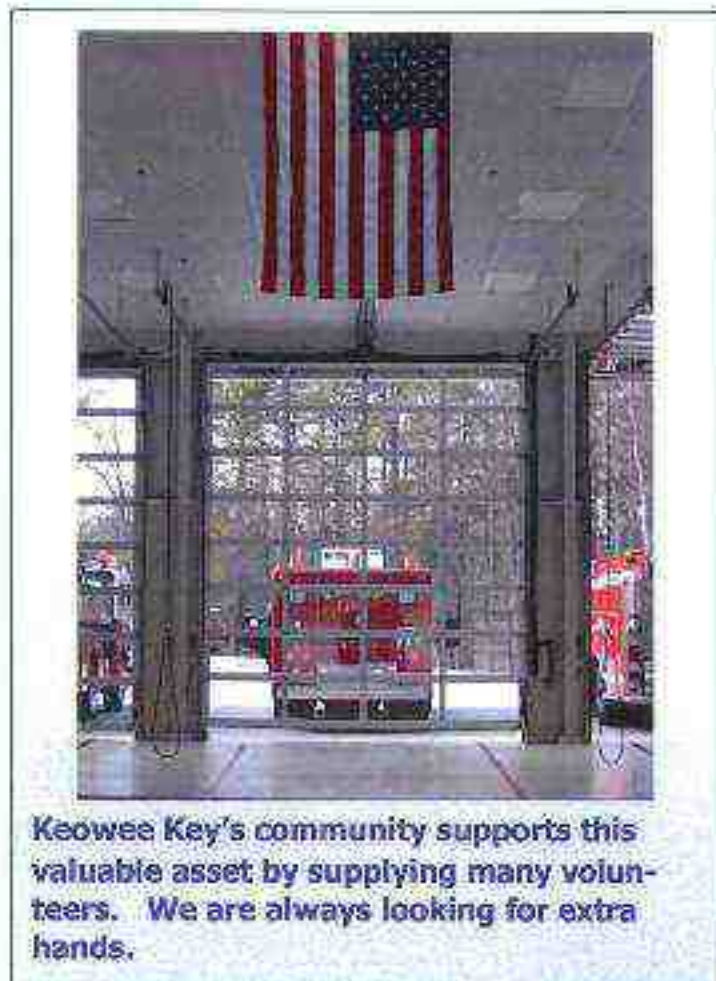
Thanks to a variety of fire prevention and education programs offered by the department, Keowee Key was recognized by the State of South Carolina Department of Forestry as only the second community in the state to earn the coveted Firewise Community designation. Among auxiliary services made available are installation of key lock boxes, which give firefighters access to homes if an emergency arises while owners are absent, and fire safety evaluations of structures and grounds.

Fire Chief Richie Caudill and his team of four full-time firefighters and 30 volunteers, many of whom are Keowee Key residents, provide the fire district with 24/7 coverage. All firefighters, full-time and volunteer, undergo rigorous training programs that totaled more than 3,000 hours in 2008. While fire suppression is their primary responsibility,

Keowee District firefighters also respond to other 911 calls, such as motor vehicle accidents, medical emergencies and a myriad of other problem events. Their vehicles are fully and professionally equipped with tools such as the jaws of life that enable them to rescue people trapped in autos and other vehicles.



More information about the Keowee department is available at www.keoweefire.com



Keowee Key's community supports this valuable asset by supplying many volunteers. We are always looking for extra hands.



KEOWEE FIRE DEPARTMENT



Est. 1995

FIREWISE

Firewise a national program combining efforts of U.S. and South Carolina Forestry Departments, with local communities. This program is a combination of homeowner education and recommended action steps for owners to take on their lots, to minimize dangers of woodland wild fire in the community.

We in Keowee Key are proud to be the second community in South Carolina to earn the Firewise Community designation. Residents work diligently to remove the fuel load (underbrush, dead tree limbs etc) from areas around our homes, making them safer in the event of a wild fire. Twice yearly, residents and volunteers collect this potential fire hazard material and haul it to a site where it is chipped into usable mulch.



- The fire department works in tandem with Keowee Key's Community Patrol
- Covers some 550 docks, 3 marinas, and 25 commercial buildings
- Primary response fire department for the Oconee Nuclear Site
- Operates under a special purpose fire tax district
- Assists neighboring stations with mutual aid
- Extinguishers available for purchase at the Headquarters station
- 3 SC Fire Marshals in the department
- 3 Certified Fire Investigators in the department
- Responded to 300 total calls in 2008
- Always looking for new volunteers
- Responds to all vehicle accidents
- Assists in dive rescue operations
- Assists local rescue squad on major medical calls
- New specially built fire engine delivered in May



KEOWEE FIRE COMMISSION

115 Maintenance Road

Salem SC 29676

864-944-8666

www.keoweefire.com

KeoweeCommission@bellsouth.net

Commissioners

Don Chamberlain

Steve Lefevre

Jack Leitch

Bob Bowles

Bob Malone



Keowee Fire Special Tax District Highlights of 2010

Went from ISO 5/9 to ISO 4 for entire 17th District.

Purchase used Pierce 65 ft. ladder truck with snorkel.

Refurbished a donated Pontoon Boat into a Fire and water rescue Boat.

Now have a minimum of 2 professional firemen on duty 24/7.

Now Keowee Key, Wynward Pointe, Harbor Lights, Waterford Point and Waterford are recognized as Firewise Communities by the U.S. Forestry Service.

Commissioners Chamberlain, Lefevre and Leitch reelected for 4 year term.

Received grants to purchase equipment to refill compressed air bottles, a vented exhaust system for the Headquarters fire bays and professional washer for cleaning turnout gear.

Added living quarters for the Doug Hollow Road substation which improves coverage from that station.

Expanded our website - keoweefire.com - to include photos of recent calls, Commission minutes, listing of staff, equipment, etc.

Another successful Fire Week Open House with numerous exhibits including the smokehouse, fire-related demonstrations and auto extraction techniques.

Continue to sell lock boxes for the home and fire extinguishers, do free prefire plans, consult on fire prevention and Firewise programs, give tours of the department, participate in charity events, etc. The Commission and Chief Caudill and his Fire team are proud of our department and we welcome your questions and encourage your visit.

KEOWEE FIRE COMMISSION

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Commissioners

Don Chamberlain
Steve Lefevre
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December 1, 2010

July 2009 to June 2010 Keowee Fire District Summary

The Keowee Fire Department has matured into a well-managed, efficient and responsive department by meeting the needs of the residents within our District thanks to Chief Richie Caudill, his officers and volunteers. Keowee sets the standard for other stations within Oconee County. Many positive events occurred during the fiscal year benefiting the District in spite of an unclear path for the County Fire program.

The Chief and his team continue to expand testing and documentation of equipment and hydrants, and have initiated new training programs on site to maintain our ISO rating of 4 for all residents. The new substation has been upgraded within the existing building to include living quarters to improve coverage of the south side of the District.

During this fiscal year, there were several opportunities to substantially improve the department's capability to respond to water emergencies as well as fires. The challenge was to be able to accomplish these within the 2009-10 budget.

- (1) The donation of a pontoon boat presented an opportunity to have a fire/rescue boat docked within District 17, which would shorten the response time to a water emergency in our area. However, the transformation from pleasure boat to an emergency response boat meant incurring considerable expense. Without the many, many hours of labor by both the volunteers and the paid staff, the cost would have been many times higher.
- (2) We were able to acquire a fully equipped 1991 Pierce 65' ladder truck with snorkel in outstanding condition. With this truck, which has the dual function of a ladder as well as a pumper, we now have an elevated water stream plus the ability to get firemen onto a roof easier, safer and faster. The engine is called L-17, is owned by the District (not the County) and will operate as the second vehicle out. With these new additions, the Keowee Fire District (not the County) now own 8 vehicles, including 2 used but functional engines, 2 pickup trucks, a brush truck, a rescue truck, a fireboat and the Chief's command car.
- (3) A grant from FEMA of almost \$90,000 enabled us to add two much needed additions to the headquarters station. (a) A vent system attaches to the exhaust pipe of each truck. It automatically turns on when a truck is started and automatically disconnects when the truck leaves the station. (b) Equipment to refill the compressed air bottles.
- (4) The substation was upgraded by adding living quarters and was accomplished mostly by the firemen. They did a very professional job and saved a lot of labor costs in the process. It will allow up to 2 firemen to be on site at least part time and available to respond directly from the substation to the southern part of the District.

By prudent fiscal management and by reducing expenditures in other areas, these advancements were accomplished with only being 3.5 % over budget. The annual financial audit by accounting firm Byerley, Paine and White is available for inspection at the Headquarters.

The Department ran 165 calls this fiscal year with 6 structure fires, 17 vehicle accidents, 56 serious medical calls to aid the Rescue 22 first responder team, 68 fire alarms and 18 other investigations and calls for assistance. We ran 44 mutual aid calls to 4 neighboring districts for 16 fires and other emergencies when adjacent districts requested aid. The call volume continues to rise but we are hopeful that eventually this will level off indicating that everyone is doing a better job at limiting the need for a response and improving safety. The Department continues to sell fire extinguishers, lock boxes for the front door and provide free home prefire plans and Firewise suggestions around the home. A computer on each vehicle now has detailed information on private and commercial structures to be used in case of a fire call. An accountability system has been obtained and used by the operations officer in charge to manage, monitor and follow all personnel on scene.

Keowee Key, Keowee Harbors and Wynward Pointe continue to be active in the Firewise program sponsored by the National Forestry Service. Waterford Point was approved as our 4th Firewise community within the District and it is hoped that the District as a whole can be designated the first Firewise District in the Country. This fire prevention program is extremely important in our wooded environment. The SC Forestry Service donated a very old pickup truck that is used by Firewise groups to pick up brush.

It is important to also note the contributions by all the staff and volunteers. Chief Richie has created an atmosphere that results in a cohesive and enjoyable environment that attracts an enthusiastic group of volunteers that participate to their ability in the activities of the department.

The Keowee Fire Department has enjoyed many positive happenings this past year and we would like you to experience them at your convenience. The Station Open House is held in the fall usually around Fire Prevention week with over 400 in attendance in 2009. The open house will be September 25, 2010 and will include a number of exhibits, demonstrations and tours of your station. The substation will also be open for inspection. The Commission encourages you to visit the fire station, meet the firemen, attend our monthly meeting, review all our documents and most importantly, consider being a volunteer fireman or helper at the station.

Submitted by Keowee Fire Commission

FIRE CALLS FROM JULY 1, 2009 TO JULY 1, 2010

IN DISTRICT

STRUCTURE FIRES	(6)	With a dollar loss of around \$10,000.00 Dollars
FIRE ALARMS	(68)	All malfunctioned due to various causes.
CAR FIRES	(3)	With a dollar loss of around \$15,000.00 Dollars
VEHICLE ACCIDENTS	(14)	One resulting in a fatality.
LANDING ZONES	(2)	For multi trauma patients.
MEDICAL CALLS	(50)	Assistance to Rescue 22 or walk ins to the station.
INVESTIGATIONS	(14)	From smell of smoke to power lines.
DRILLS	(1)	Duke power graded exercise.

MUTUAL AID

STRUCTURE FIRES	(9)	Stations 11, 2, 5, 7.
FIRE ALARMS	(25)	Various neighboring stations.
WOODS FIRES	(6)	Various neighboring stations.
CAR FIRES	(1)	Station 3
VEHICLE ACCIDENTS	(2)	One resulting in a fatality.
STAND BY	(1)	Station 3.

In total the Keowee Fire District answered 158 calls within it's district lines and answered 44 calls for assistance from neighboring departments.