



# PUBLIC COMMENT SESSION SIGN IN SHEET

OCCONEE COUNTY COUNCIL MEETING

Tuesday, April 5, 2011 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].*

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

Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted.

Council's number one priority is to conduct business for the citizens of this county.

All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

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	Tom Markovich	
✓2	Boys Richards	Henry Hollow
✓3	Boys Kelly	Doug Hollow
✓4	Margaret J. Thompson	NON-AGENDA
✓5	Jean Jennie's	Doug Hollow Item 15
✓6	BO KNAPP	Doug Hollow ✓
✓7	Suzie Cornelius	Medical Plan PFO
✓8	SCOTT MAHER	COUNTY - NO. OF EMPLOYEES/COSTS
9		
10		
11		
12		
13		
14		
15	B.J.	

March 29, 2011

Ms. Elizabeth Hulse  
415 S. Pine Street  
Walhalla, SC 29691

This letter is a request for access to the public records listed below pursuant to the S.C. Freedom of Information Act. Per this statute, a response will be expected within 15 days of receipt of this letter.

We are requesting any and all emails and electronic correspondence from the personal and public computers/emails of the county officials listed below that pertain in any way to the North Cane Creek and North Fairview zoning petitions. This includes any and all emails and information between current and past elected county officials, and all electronic files that relate in any way to the North Cane Creek and North Fairview zoning petitions.

These electronic messages would include, but would not be limited to, correspondence between the county administrator and any members of council, including any and all emails between current and past elected members of county council, planning commission, officials of the planning office and all parties holding interest in these two zoning matters, including members of McMahan and Jennings families, representatives of the Advocates for Quality Development, the SC Mountain Lakes Community Group, Friends of Lake Keowee Society and any and all other parties to whom correspondence regarding these two zoning requests was made.

This request extends to the private computers of  
Scott Moulder  
Elizabeth Hulse  
Paul Corbell  
Joel Thrift  
Reg Dexter  
Wayne McCall  
Archie Barron  
Mario Suarez

Since this request primarily benefits the general public, we request that any search or copying fees be waived. If there is a charge for providing me access, please advise Brett McLaughlin of your estimate of the charge and the basis for the charge by return email.  
Thank you for your assistance.



Michelle McMahan  
Citizen



Brett McLaughlin  
Editor, The Journal





# PUBLIC HEARING SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

DATE: April 5, 2011

7:00 p.m.

**Ordinance 2011-08** "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE TAX CREDIT AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND ALTERA POLYMERS LLC, AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, AUTHORIZATION OF AN INFRASTRUCTURE TAX CREDIT"

**Ordinance 2011-09** "AN ORDINANCE TO AMEND THE AGREEMENT AUTHORIZED BY ORDINANCES NO. 2006-027, 2008-017, 2010-04, 2010-24 and 2010-32 RELATING TO THE INDUSTRIAL/BUSINESS PARK OF OCONEE AND PICKENS COUNTIES SO AS TO ENLARGE THE PARK." and Fifth Amendment of Agreement for Development of Joint County Industrial/Business Park.

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

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

**Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted.**

**Council's number one priority is to conduct business for the citizens of this county.**

**All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.**

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

	Ordinance #	2011-08	2011-09
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

*(Handwritten signature 'M. J. ...' is written across the table)*



OCONEE COUNTY COUNCIL  
ABSTENTION FORM

Council Member Name: Reginald T. Dexter  
(Please Print)

Council Member Signature: Reginald T. Dexter

Meeting Date: 4/5/11

Item for Discussion/Vote: March 15, 2011  
Council Meeting

Reason for Absention:  I was not present for original meeting/discussion.

I have a personal/familial interest in the issue.

Other: \_\_\_\_\_

  
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:

Wayne McCall

[Please Print]

Council Member Signature:

Meeting Date:

4/5/11

Item for Discussion/Vote:

# 20 - New Position for  
Asst Administrator for  
External Services

Reason for Absention:

I was not present for original meeting/discussion

I have a personal/familial interest in the issue

Other Mr McCall abstained  
because - felt shouldn't  
ok - until > budget

Elizabeth G. Hulse  
Clerk to Council

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

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
**PROCLAMATION P-2011-05**

*National Library Week 2011 Proclamation*

**WHEREAS**, libraries provide free access to all – from books and online resources for families to library business centers that help support entrepreneurship and retraining;

**WHEREAS**, our nation’s school, academic, public and special libraries make a difference in the lives of millions of Americans today, more than ever;

**WHEREAS**, librarians are trained professionals, helping people of all ages and backgrounds find and interpret the information they need to live, learn and work in a challenging economy;

**WHEREAS**, libraries are helping level the playing field for job seekers, with 88% of public libraries providing access to job databases and other online resources;

**WHEREAS**, libraries are places of opportunity providing programs that teach all forms of literacy, promoting continuing education and encouraging lifelong learning;

**WHEREAS**, in times of economic hardship, Americans turn to – and depend on – their libraries and librarians;

**WHEREAS**, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

**NOW, THEREFORE**, be it resolved that the Oconee County Council proclaims National Library Week, April 10-16, 2011.

**PROCLAIMED** in meeting, duly assembled, this 15<sup>th</sup> day of April, 2011.

**FOR OCONEE COUNTY:**

---

Joel Thrift  
Chairman, District V

**ATTEST:**

---

Elizabeth G. Hulse  
Oconee County Clerk to Council

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
**PROCLAMATION P-2011-06**

**A PROCLAMATION HONORING  
PRIVATE FIRST CLASS BRENT K. SCHIPPER  
AS THE SOUTH CAROLINA NATIONAL GUARD  
SOLDIER OF THE YEAR**

**WHEREAS**, Oconee County recognizes Private First Class Brent K. Schipper as a member of the South Carolina National Guard, 263rd Army Air and Missile Defense Command, and

**WHEREAS**, Oconee County recognizes that PFC Schipper graduated from West Oak High School in 1997 and now lives in Seneca, South Carolina with his wife Amy and daughter's Brentleigh and Abby, and

**WHEREAS**, Oconee County recognizes that PFC Schipper competed in the kicked-off competition for South Carolina National Guard Soldier of Year on February 25, 2011, at the McCrady Training Center where he participated in warrior tasks that involved weapon skills, battle drills, an essay about being a top soldier, physical fitness tests, land navigation, a 6-mile road march with 50 pounds of gear, and

**WHEREAS**, Oconee County recognizes that PFC Schipper completed the competition with a final presentation addressing the National Guard board of directors who ultimately selected him as the South Carolina Soldier of the Year.

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, by Oconee County Council in meeting duly assembled, hereby expresses its thanks to PFC Schipper for his service to our country and recognizes him upon being selected the South Carolina National Guard Soldier of the Year.

**PROCLAIMED** in meeting, duly assembled, this 5<sup>th</sup> day of April, 2011.

**FOR OCONEE COUNTY:**

---

Joel Thrift  
Chairman, Oconee County Council

**ATTEST:**

---

Elizabeth G. Hulse  
Oconee County Clerk to Council



SENATOR THOMAS C. ALEXANDER  
District 1 - Oconee and Pickens Counties

This Certificate is Presented To

*PRIVATE FIRST CLASS  
BRENT K. SCHIPPER*

TO HONOR AND CONGRATULATE  
PRIVATE FIRST CLASS BRENT K.  
SCHIPPER, A MEMBER OF THE SOUTH  
CAROLINA NATIONAL GUARD, 263<sup>RD</sup>  
ARMY AIR AND MISSILE DEFENSE  
COMMAND, UPON BEING NAMED THE  
SOUTH CAROLINA NATIONAL GUARD  
SOLDIER OF THE YEAR.

THE SOUTH CAROLINA SENATE  
EXTENDS ITS CONGRATULATIONS  
AND APPRECIATION TO PRIVATE FIRST  
CLASS BRENT K. SCHIPPER, UPON  
BEING NAMED THE SOUTH CAROLINA  
NATIONAL GUARD SOLDIER OF THE  
YEAR, AND FOR HIS SERVICE TO OUR  
COUNTRY.

Given this 5th day of April in the year Two  
Thousand Eleven



THE CLERK OF THE SENATE

The  
Senate  
of the  
State of  
South Carolina





## A SENATE RESOLUTION

TO HONOR AND CONGRATULATE PRIVATE FIRST CLASS BRENT K. SCHIPPER UPON BEING NAMED THE SOUTH CAROLINA NATIONAL GUARD SOLDIER OF THE YEAR.

**WHEREAS**, Private First class Brent K. Schipper is a member of the South Carolina National Guard, 263rd Army Air and Missile Defense Command; and

**WHEREAS**, PFC Schipper graduated from West Oak High School in 1997 and now lives in Seneca, South Carolina with his wife Amy and daughters Brentleigh and Abby; and

**WHEREAS**, PFC Schipper competed in the kick-off competition for South Carolina National Guard Soldier of the Year on February 25, 2011, at the McGrady Training Center where he participated in warrior tasks that involved weapon skills, battle drills, an essay about being a top soldier, physical fitness tests, land navigation, and a six mile road march with fifty pounds of gear; and

**WHEREAS**, PFC Schipper completed the competition with a final presentation addressing the National Guard board of directors who ultimately selected him as the South Carolina Soldier of the Year.

**NOW, THEREFORE,**

**BE IT RESOLVED** by the Senate:

**THAT** the members of the Senate, by this resolution, honor and congratulate Private First Class Brent K. Schipper upon being named the South Carolina National Guard Soldier of the Year.

**BE IT FURTHER RESOLVED** that a copy of this resolution be forwarded to Private First Class Brent K. Schipper.



In the Senate  
Columbia, South Carolina  
March 31, 2011

I hereby certify that the foregoing is a true and correct copy of a resolution passed in the Senate and concurred in by the House.



Jeffrey S. Gossett  
Clerk of the Senate



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE NO. 2011-08**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE TAX CREDIT AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND ALTERA POLYMERS LLC; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, AUTHORIZATION OF AN INFRASTRUCTURE TAX CREDIT

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 4, Chapter 1 and Title 12, Chapter 37 (jointly hereinafter 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 an infrastructure tax credit agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Altera Polymers LLC, a limited liability company duly organized under the laws of the State of South Carolina (the "Company"), has requested the County to participate (i) in executing an Inducement Agreement, and an Infrastructure Tax Credit Agreement (the "Infrastructure Tax Credit Agreement" or "ITC Agreement") for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain machinery, apparatus, and equipment, for the purpose of the manufacturing of plastic resins and pellets for which the minimum level of new taxable investment will be not less than Three Million Five Hundred Thousand Dollars (\$3,500,000) in new qualifying taxable investment in the County, and all as more fully set forth in the Inducement Agreement (previously authorized by Resolution of the County on February 1, 2011); 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 Council has previously determined to enter into and execute the aforesaid Inducement Agreement and an Infrastructure Tax Credit Agreement and to that end has, by its Resolution adopted on February 1, 2011, authorized the execution of an Inducement Agreement and will by this County Council Ordinance, authorize an ITC Agreement; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the ITC Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax in the Park (defined herein); 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 site at which the Project is to be constructed, will be located in a multi-county industrial/business park between the County and Pickens County (the "Park") under and pursuant to the provisions of the Act; and

WHEREAS, the County is authorized by the provisions of the Act to provide an infrastructure tax credit (the "Infrastructure Tax Credit"), secured by and payable solely from revenues of the County from payments in lieu of taxes in the Park pursuant to Article VIII, Section 13 of the South Carolina Constitution and the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County in order to enhance the economic development of the County; and

WHEREAS, to the extent within its authority and control, using its best reasonable efforts, the County does hereby agree, subject to the requirements of Section 4-1-170 and Section 4-1-175 of the Act, respectively, including without limitation, obtaining the consent of the City of Seneca or any other incorporated municipality within which the Project Property may be incorporated prior to execution of the Park Agreement and the Home Rule Act, to insuring that the Project Property will be placed in a Park with Pickens County, and provide an Infrastructure Tax Credit against payments in lieu of taxes from the Project in the Park in an annual amount equal to Thirty-five percent (35%) of the payments in lieu of taxes allocated to the County taxing entities pursuant to the agreement creating the Park (the "Park Agreement") for five (5) consecutive years of fee in lieu of tax payments by the Project in the Park pursuant to the Park Agreement, beginning with the payment due (without penalty on or before January 15, 2018 and such that the Infrastructure Credit will never exceed, at any point in time, the actual cost of Project Infrastructure to that point.

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 develop a manufacturing facility in the State, and acquire by acquisition or construction and various



machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of the development a facility that manufactures plastic resins and pellets, the execution and delivery of an ITC 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) The Project, the payments in lieu of taxes set forth herein, and the new jobs created are beneficial to the County;

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

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

(d) 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;

(e) 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;

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

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

Section 3. Pursuant to the authority of the Act, there is hereby authorized to be provided, and shall be provided, the Infrastructure Tax Credit of the County to the Company in the amount of Thirty-five percent (35%) of the Fee Payments from the Project in the Park pursuant to the Park Agreement. No Infrastructure Tax Credit will be due to the Company for the first (1<sup>st</sup>) through fifth (5<sup>th</sup>) years of fee in lieu of tax payments on the Project in the Park.

Nothing in this ordinance shall be construed as an obligation or commitment by the County to expend any of its funds other than the portion of Fee Payments represented by the Infrastructure Tax Credit provided by the County which shall be payable solely as a credit against Fee Payments due by the Company to the County for the Project in the Park.

Section 4. The form, terms and provisions of the ITC 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 ITC 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 ITC Agreement in the name and on behalf of the County, and thereupon to cause the ITC Agreement to be delivered to the Company. The ITC 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 ITC Agreement now before this meeting.

Section 5. 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 ITC Agreement and the performance of all obligations of the County under and pursuant to the ITC Agreement and this Ordinance.

Section 6. 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 7. 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.

Passed and approved this 5th day of April 2011

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Joel Thrift, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

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

First Reading: March 1, 2011  
Second Reading: March 15, 2011  
Public Hearing: April 5, 2011  
Third Reading: April 5, 2011

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE NO. 2011-09**

**AN ORDINANCE TO AMEND THE AGREEMENT AUTHORIZED BY  
ORDINANCES NO. 2006-027, 2008-017, 2010-04, 2010-24 and 2010-32  
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, 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 by Ordinance No. 2010-32 enacted on December 7, 2010 by the County, resulting in the Agreement as amended by the Fourth Amendment to the Agreement dated January 18, 2011 (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 Fifth 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 Fifth Amendment to the Agreement to include the property in Oconee County described in the schedule attached to the Fifth 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 aforestated 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 Fifth Amendment to the Agreement and the performance of all obligations of the County under and pursuant to the Fifth 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 5th day of April, 2011.

**OCONEE COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
Joel Thrift, Chairman, County Council  
Oconee County, South Carolina

ATTEST:

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

First Reading:        March 1, 2011  
Second Reading:     March 15, 2011  
Public Hearing:        April 5, 2011  
Third Reading:        April 5, 2011

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,  
Second Amended on May 4, 2010  
Third Amended on August 16, 2010  
Fourth Amended on January 18, 2011  
Fifth Amended on May 2, 2011  
Between Oconee County and Pickens County

**TRACT 6**  
**Altera Polymers LLC**  
**320 Shiloh Road**  
**Seneca, SC 29678**

Town of Seneca, Oconee County South Carolina

All that certain tract or parcel of land lying and being near the Eastern Corporate Limits of the Town of Seneca, South Carolina and being more particularly described as follows:

Beginning at a point in the centerline of a railroad spur of Blue Ridge Railroad said point being located North 86 degrees 24 minutes 56 seconds East 1927.07 feet to a found nail in the centerline intersection of Shiloh Road and Goodard Avenue and runs thence from the point of beginning with the centerline of said railroad spur the following 7 courses and distances South 17 degrees 44 minutes 06 seconds West 64.97 feet to a point; thence South 07 degrees 28 minutes 04 seconds West 34.61 feet to a set mag nail; thence South 05 degrees 28 minutes 14 seconds West 66.40 feet to a set mag nail; thence South 10 degrees 06 minutes 58 seconds West 97.82 feet to a point; thence South 24 degrees 19 minutes 31 seconds West 100.54 feet to a point; thence South 38 degrees 29 minutes 30 seconds West 100.46 feet to a point; thence South 46 degrees 10 minutes 41 seconds West 46.48 feet to a set mag nail; thence South 34 degrees 24 minutes 02 seconds East 768.38 feet to a set iron rod; thence South 55 degrees 36 minutes 33 seconds West 866.57 feet to a set iron rod; thence North 34 degrees 23 minutes 27 seconds West 91.00 feet to a found concrete monument; thence North 36 degrees 39 minutes 54 seconds West 541.31 feet to a found iron pipe; thence North 37 degrees 17 minutes 54 seconds West 197.28 feet to a found concrete monument; thence South 63 degrees 37 minutes 55 seconds West 111.39 feet to a found iron rod; thence North 26 degrees 18 minutes 50 seconds West 330.00 feet to a found iron rod; thence South 63 degrees 41 minutes 10 seconds West 200.00 feet to a found concrete monument; thence North 26 degrees 19 minutes 52 seconds West 50.90 feet to a found iron rod; thence North 59 degrees 53 minutes 49 seconds East 228.69 feet to a found concrete monument; thence North 39 degrees 02 minutes 25 seconds West 509.89 feet to a found iron rod; thence North 39 degrees 34 minutes 28 seconds 90.92 to a found mag nail; thence South 77 degrees 58 minutes 25 seconds West 301.80 feet to a found nail; thence North 26 degrees 42 minutes West 85.70 feet to a found nail in the centerline intersection of Shiloh Road and Goodard Avenue; thence with the center of Shiloh Road North 68 degrees 34 minutes 53 seconds East 287.91 feet to a found nail; thence North 68 degrees 50 minutes 53 seconds 50.17 feet to a found nail in the centerline intersection of Shiloh Road and Providence Ridge Road; thence North 68 degrees 17 minutes 49 seconds East 194.00 feet to a nail; thence North 70 degrees 00 minutes 20 seconds East 81.28 feet to a found nail; thence North 79 degrees 53 minutes 29

seconds East 315.00 feet to a found mag nail; thence North 89 degrees 22 minutes 55 seconds East 486.22 feet; thence North 87 degrees 12 minutes 07 seconds East 85.60 feet to a found mag nail; thence South 12 degrees 01 minutes 05 seconds East 61.28 feet to a found mag nail; thence South 12 degrees 01 minutes 35 seconds East 200.00 feet to a found iron pipe; thence North 77 degrees 58 minutes 25 seconds East 424.94 feet to the point of the beginning, containing 41.97 acres more or less.

Bearings based on Plat recorded in office of the Clerk of Court, Oconee County, SC in Plat Book P-29, page 75.



STATE OF SOUTH CAROLINA     )  
    )  
 COUNTY OF OCONEE             )  
 COUNTY OF PICKENS           )     FIFTH AMENDMENT OF AGREEMENT  
    )  
    )  
    )     FOR DEVELOPMENT OF JOINT COUNTY  
    )  
    )     INDUSTRIAL/BUSINESS PARK

THIS AGREEMENT for the fifth amendment of an agreement for the development of a joint county industrial/business park located both within Oconee County, South Carolina and Pickens County, South Carolina, such original agreement dated as of January 16, 2007, and subsequently amended, previously, on November 3, 2008, May 4, 2010, August 16, 2010 and January 18, 2011, by and between the County of Oconee and the County of Pickens both political subdivisions of the State of South Carolina (the "Agreement"), is made and entered into as of this 2nd day of May 2011 by and between the parties hereto (the "Fifth Amendment to Agreement").

**RECITALS**

WHEREAS, pursuant to the Agreement, Oconee County, South Carolina ("Oconee County"), and Pickens County, South Carolina ("Pickens County") in order to promote economic development and thus provide additional employment opportunities within both of said counties, have established in Oconee County and Pickens County a Joint County Industrial and Business Park (the "Park"); and

WHEREAS, as a consequence of the establishment of the Park, property therein is exempt from ad valorem taxation, but the owners or lessees of such property are required to pay annual fees in an amount equal to that amount for which such owner or lessee would be liable except for such exemption; and

WHEREAS, pursuant to the Agreement, Oconee County and Pickens County have agreed to accept responsibility for the costs of infrastructure, maintenance, management, promotional costs, and other appropriate costs associated with the establishment and operation of the Park; and

WHEREAS, Oconee County and Pickens County desire to amend the Agreement, as previously amended, as more specifically provided below:

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Fifth Amendment to Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1.     **Binding Agreement.** This Fifth Amendment to Agreement serves as a written instrument amending the entire Agreement between the parties, as previously amended, and shall be binding on Oconee County and Pickens County, their successors and assigns.

2.     **Authorization.** Article VIII, Section 13(d), of the Constitution of South Carolina (the "Constitution") provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the

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. **Fifth Amendment to the Agreement.** As of the date of this Fifth Amendment to the Agreement, the 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 6" 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 Fifth 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 Fifth 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 Fifth Amendment to the Agreement.

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

WITNESS our hands and seals of this 5th day of April, 2011

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Joel Thrift, 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 2nd day of May 2011.

PICKENS COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Jennifer H. Willis, 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 executed by Oconee  
County on December 7, 2010 and Pickens County on January 18, 2011)**

**TRACT 5**

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

PARCEL #1

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee, on the north side of U.S. Highway 123, containing Fifty Four and Eighty Two One-Hundredths (54.82) acres, more or less, as shown and more fully described on a plat thereof entitled "Boundary Survey for Pattillo Construction Company" by Chester M. Smith, Jr., Surveyor, of Metro Engineering and Surveying Company, recorded in Plat Book P-45 at page 115, records of the Clerk of Court of Oconee County, South Carolina.

PARCEL #2

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee, on the north side of U.S. Highway 123, containing One and Four Hundred Ninety Nine One-Thousandths (1.499) acres, more or less, as shown and more fully described on a plat thereof entitled "Boundary Survey for Pattillo Construction Company" by Chester M. Smith, Jr., Surveyor, of Metro Engineering and Surveying Company recorded in Plat Book P-45 at page 115, records of the Clerk of Court of Oconee County, South Carolina.

PARCEL #3

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee, on the north side of U.S. Highway 123, containing Ten and Fifty One One-Hundredths (10.51) acres, more or less, as shown and more fully described on a plat thereof entitled "Boundary Survey for Pattillo Construction Company" by Chester M. Smith, Jr., Surveyor, of Metro Engineering and Surveying Company, recorded in Plat Book P-45 at page 115, records of the clerk of Court of Oconee County, South Carolina.

PARCEL #4

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee on the north side of U.S. Highway 123, containing Eleven and Five Hundred Sixty Five One-Hundredths (11.565) acres, more or less, as shown and more fully described on a plat thereof entitled "Boundary Survey for Pattillo

Construction Company” by Chester M. Smith, Jr., Surveyor, of Metro Engineering and Surveying Company, recorded in Plat Book P-45 at page 115, records of the Clerk of Court of Oconee County, South Carolina.

The above-referenced parcels is the identical property conveyed to Square D Company, a successor company to Schneider Electric USA Inc., by deed of Pattlillo Construction Company, Inc. recorded on October 24, 1985 in Deed Book 433 at page 228, records of Clerk of Court in and for Oconee County, South Carolina.

**(Tract 6 added in by the Fifth Amendment to Park Agreement executed by Oconee County on April 5, 2011 and Pickens County on May 2, 2011)**

**TRACT 6**

Altera Polymers LLC  
320 Shiloh Road  
Seneca, SC 29678

Town of Seneca, Oconee County South Carolina

All that certain tract or parcel of land lying and being near the Eastern Corporate Limits of the Town of Seneca, South Carolina and being more particularly described as follows:

Beginning at a point in the centerline of a railroad spur of Blue Ridge Railroad said point being located North 86 degrees 24 minutes 56 seconds East 1927.07 feet to a found nail in the centerline intersection of Shiloh Road and Goodard Avenue and runs thence from the point of beginning with the centerline of said railroad spur the following 7 courses and distances South 17 degrees 44 minutes 06 seconds West 64.97 feet to a point; thence South 07 degrees 28 minutes 04 seconds West 34.61 feet to a set mag nail; thence South 05 degrees 28 minutes 14 seconds West 66.40 feet to a set mag nail; thence South 10 degrees 06 minutes 58 seconds West 97.82 feet to a point; thence South 24 degrees 19 minutes 31 seconds West 100.54 feet to a point; thence South 38 degrees 29 minutes 30 seconds West 100.46 feet to a point; thence South 46 degrees 10 minutes 41 seconds West 46.48 feet to a set mag nail; thence South 34 degrees 24 minutes 02 seconds East 768.38 feet to a set iron rod; thence South 55 degrees 36 minutes 33 seconds West 866.57 feet to a set iron rod; thence North 34 degrees 23 minutes 27 seconds West 91.00 feet to a found concrete monument; thence North 36 degrees 39 minutes 54 seconds West 541.31 feet to a found iron pipe; thence North 37 degrees 17 minutes 54 seconds West 197.28 feet to a found concrete monument; thence South 63 degrees 37 minutes 55 seconds West 111.39 feet to a found iron rod; thence North 26 degrees 18 minutes 50 seconds West 330.00 feet to a found iron rod; thence South 63 degrees 41 minutes 10 seconds West 200.00 feet to a found concrete monument; thence North 26 degrees 19 minutes 52 seconds West 50.90 feet to a found iron rod; thence North 59 degrees 53 minutes 49 seconds East 228.69 feet to a found concrete monument; thence North 39 degrees 02

minutes 25 seconds West 509.89 feet to a found iron rod; thence North 39 degrees 34 minutes 28 seconds 90.92 to a found mag nail; thence South 77 degrees 58 minutes 25 seconds West 301.80 feet to a found nail; thence North 26 degrees 42 minutes West 85.70 feet to a found nail in the centerline intersection of Shiloh Road and Goodard Avenue; thence with the center of Shiloh Road North 68 degrees 34 minutes 53 seconds East 287.91 feet to a found nail; thence North 68 degrees 50 minutes 53 seconds 50.17 feet to a found nail in the centerline intersection of Shiloh Road and Providence Ridge Road; thence North 68 degrees 17 minutes 49 seconds East 194.00 feet to a nail; thence North 70 degrees 00 minutes 20 seconds East 81.28 feet to a found nail; thence North 79 degrees 53 minutes 29 seconds East 315.00 feet to a found mag nail; thence North 89 degrees 22 minutes 55 seconds East 486.22 feet; thence North 87 degrees 12 minutes 07 seconds East 85.60 feet to a found mag nail; thence South 12 degrees 01 minutes 05 seconds East 61.28 feet to a found mag nail; thence South 12 degrees 01 minutes 35 seconds East 200.00 feet to a found iron pipe; thence North 77 degrees 58 minutes 25 seconds East 424.94 feet to the point of the beginning, containing 41.97 acres more or less.

Bearings based on Plat recorded in office of the Clerk of Court, Oconee County, SC in Plat Book P-29, page 75.



**EXHIBIT B  
LAND DESCRIPTION  
PICKENS COUNTY**

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 05, 2011**  
**COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Third Reading 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. On December 7, 2010 Council took first reading in title only and referred the request to the Planning Commission for their review. The Planning Commission took up the request at a regularly scheduled meeting on January 24, 2010. Planning staff presented the request and made a recommendation to the Commission regarding the proposed rezoning and compliance with the Comprehensive Plan. On February 15, 2011 Council considered the Planning Commission recommendation and took 2<sup>nd</sup> reading on the rezoning ordinance, scheduling the public hearing for March 15, 2011.

Council held the public hearing on March 15, 2011 and amended the ordinance to add an additional two parcels to be rezoned as TRD. Then Council referred the matter to the Planning Commission for review. The Planning Commission considered the proposed amendments at their meeting on March 21, 2011. After receiving public input, the commission voted to recommend the changes and to add an additional parcel in the Agricultural District.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Ordinance 2010-40 as drafted reflects an additional parcel being recommended by the Planning Commission to be included into the Agricultural District.

**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:**

Amend Ordinance 2010-40 to reflect the Planning Commission's recommendation and Take 3<sup>rd</sup> and final reading of Ordinance 2010-40.

**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**

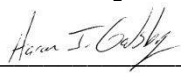
Draft Ordinance of 2010-40—reflecting the Planning Commission's recommendation.

**Reviewed By/ Initials:**

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

**Submitted or Prepared By:**

**Approved for Submittal to Council:**

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

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

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

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

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE NO. 2010-40**

**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 recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, 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, the Oconee County Planning staff, 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:

- 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 Agricultural District (AD), 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 Agricultural District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

324-00-02-013	330-00-04-006	331-00-01-003	335-00-03-016
324-00-02-016	330-00-04-009	331-00-03-001	335-00-03-025
324-00-04-004	330-00-04-010	335-00-02-006	335-00-03-029
330-00-03-001	330-00-04-011	335-00-02-009	335-00-03-032
330-00-03-002	330-00-04-015	335-00-03-001	335-00-03-034
330-00-03-003	330-00-05-004	335-00-03-002	335-00-03-035
330-00-04-001	330-00-05-005	335-00-03-003	335-00-03-036
330-00-04-002	330-00-05-006	335-00-03-007	335-00-03-037
330-00-04-003	330-00-05-016	335-00-03-013	335-00-03-081
330-00-04-004			

**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 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 Traditional Rural District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

331-00-01-001
331-00-01-008

- 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*.
- Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not

affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

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

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2011.

**CAROLINA**

**OCONEE COUNTY, SOUTH**

By: \_\_\_\_\_  
Joel Thrift  
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 [title only]  
Second Reading: February 15, 2010  
Public Hearing: March 15, 2011  
Third Reading: April 5, 2011





**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 05, 2011**  
**COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Second Reading of Ordinance 2011-04: "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"

**BACKGROUND OR HISTORY:**

The proposed Ordinance 2011-04 was presented to County Council on February 15, 2011, and given first reading in caption at that time. The request was then referred to the Planning Commission for recommendation and input. The Planning Commission considered the proposed rezoning and staff's recommendation at their meeting held March 7, 2011. After taking into consideration the staff's recommendation and public input, the Commission instructed the Planning Staff to contact other property owners in the area requesting public input. Staff contacted 26 property owners, and presented the finding at the Planning Commission's meeting on March 21, 2011. At this time the Planning Commission considered the public input received to date, the staff's recommendation, and voted to recommendation that County Council rezone 21 parcels into the Traditional Rural District.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The Planning Commission's recommendation includes 10 additional parcels after receiving public input.

**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 Second Reading of Ordinance 2011-04 and schedule the required public hearing.

**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**

Copy of Draft Ordinance written to the Planning Commission Recommendation (includes recommended map)  
Summary of the Planning Commission Meeting on March 7, 2011 and March 21, 2011 detailing discussion and consideration of the matter, to include staff's recommendations

**Reviewed By/ Initials:**

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

**Submitted or Prepared By:**

**Approved for Submittal to Council:**



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

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

*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.*

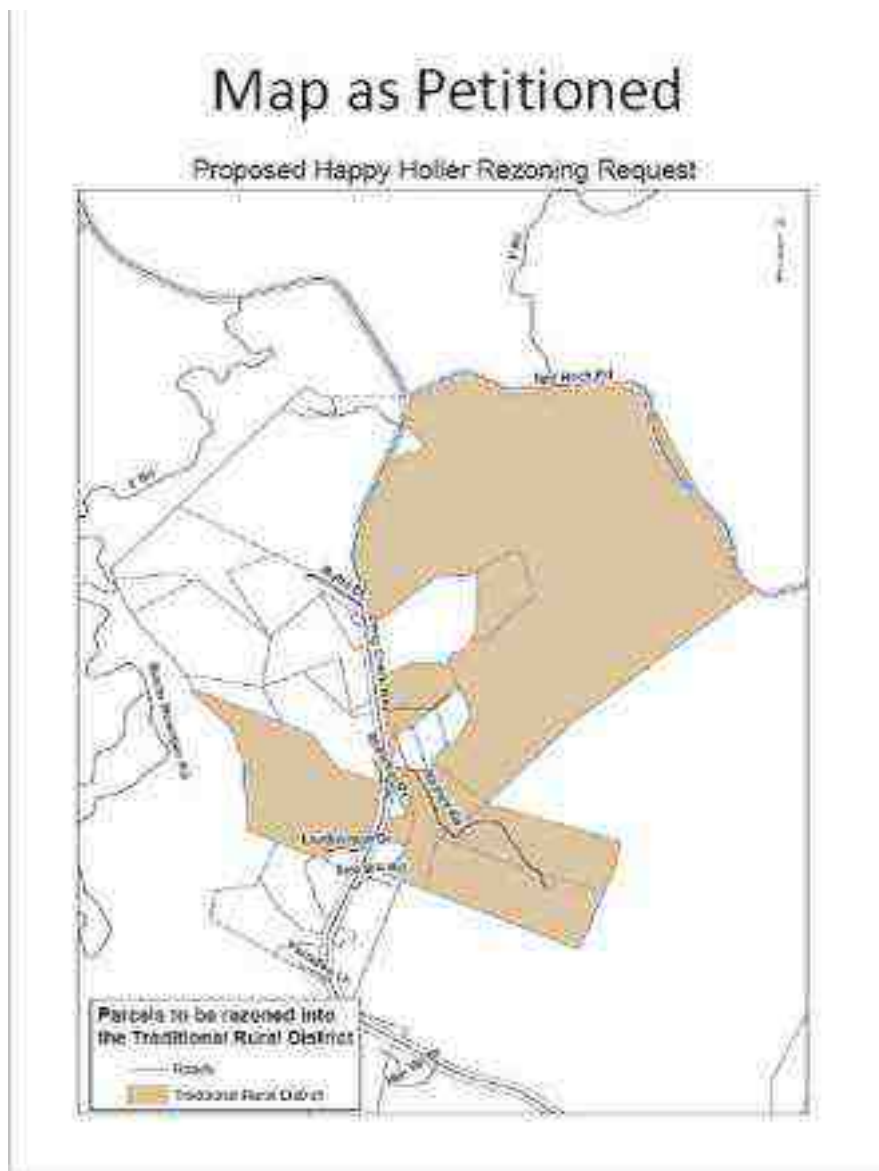
*A calendar with due dates marked may be obtained from the Clerk to Council.*

## Planning Commission March 07, 2011 Meeting Summary and Presented Materials

Ordinance 2011-05

Mr. Gadsby presents- The proposed Ordinance 2011-04 stems from a citizen-initiated rezoning request submitted by Mr. Doug Hollifield. The request consists of 11 parcels, with a total acreage comprising of approximately 275 acres in the Control Free District, located off Long Creek Highway and Spy Rock Road in Oconee County. As submitted all 11 parcels would be rezoned into Traditional Rural District (TRD). Petitions containing the signatures of more than 51% of the owners of the parcels in the request area were submitted in support of the proposal.

The following is a copy of the Presentation made to the Planning Commission

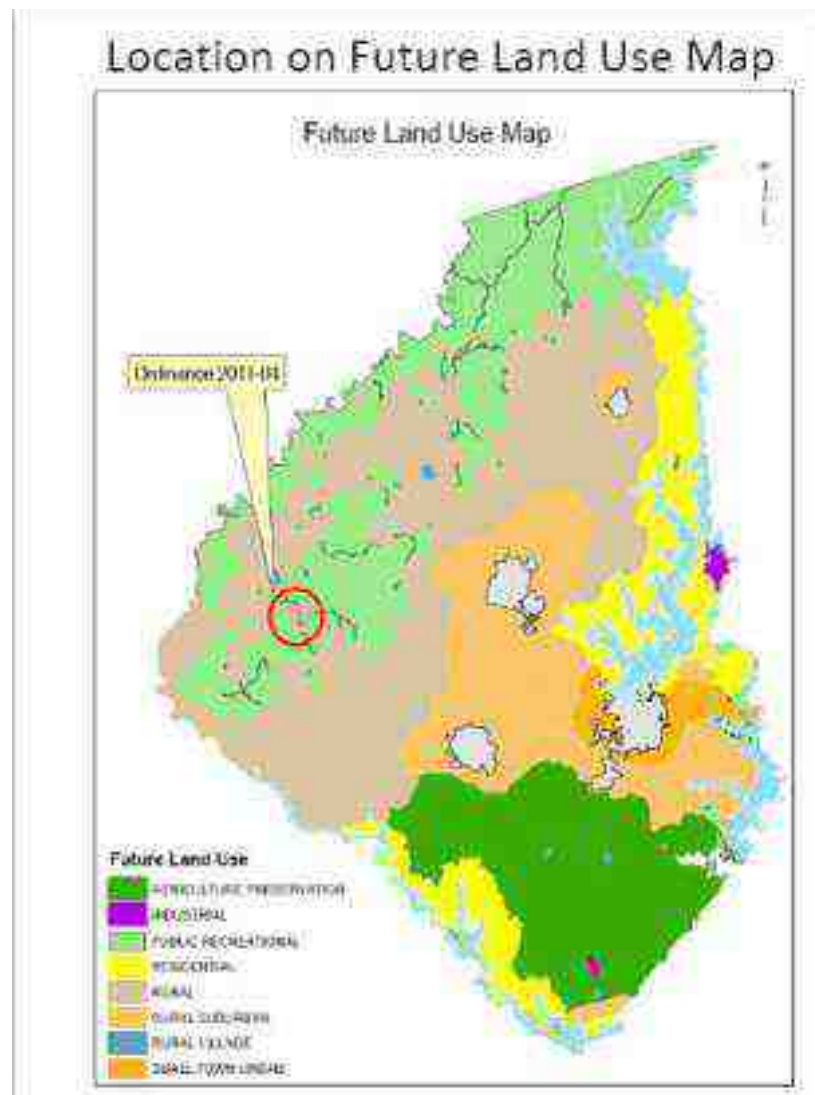


*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility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

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

## Public Input Received to Date

- We have received no additional public input to date



*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.*

## Future Land Use Area: Rural Compatible Zoning Districts

- Traditional Rural
- Agricultural
- Rural Residential
- Conservation
- Residential
- Agricultural Residential
- Community Commercial (if some form of infrastructure is available)

## Currently Adopted Zoning

- Currently no areas have been rezoned in the rural area on the Future Land Use Map

*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: Happy Holler Request

Staff Recommendation:

This rezoning request is located in the rural area on the future land use map. The Traditional Rural District as requested complies with the Comprehensive Plan. Therefore, we recommend the request be forwarded to County Council after consideration is given to all public input, the adding of parcels to fill in any “holes, or that all contiguous parcels surrounded by the National Forest be rezoned to TRD, and with the consensus of the Commission, staff will develop other alternatives for consideration.

There was no public comment.

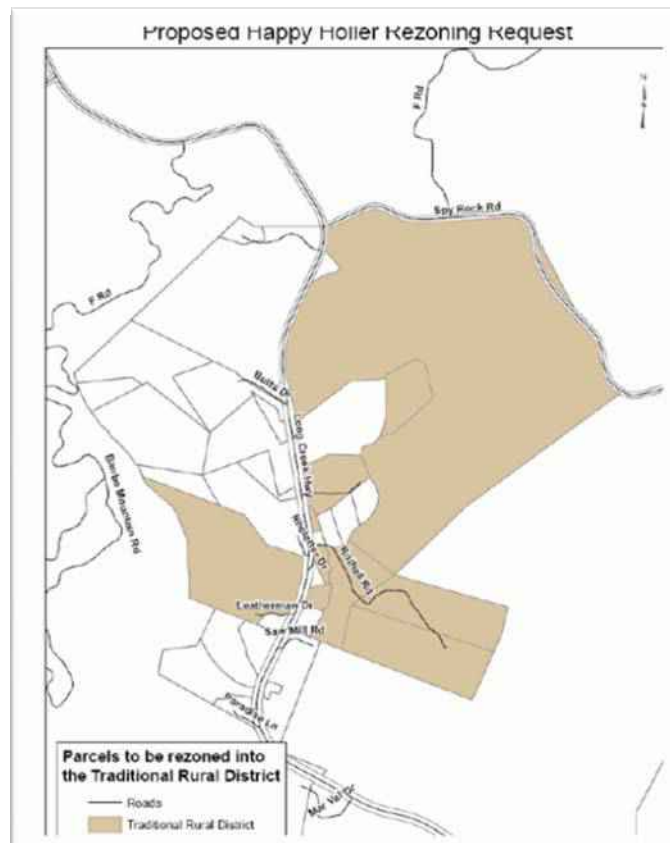
**The Planning Commission discussed the proposal and instructed staff to contact all property owners surrounded by the National Forest for input.**

## Planning Commission March 21, 2011 Meeting Summary and Presented Materials

Ordinance 2011-05

Mr. Gadsby presents- The Commission instructed staff to contact the property owners surrounded by the National Forest to receive their input. Staff mailed out letters explaining the rezoning with a self addressed post card for citizens to respond with.

The following is a copy of the Presentation made to the Planning Commission



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

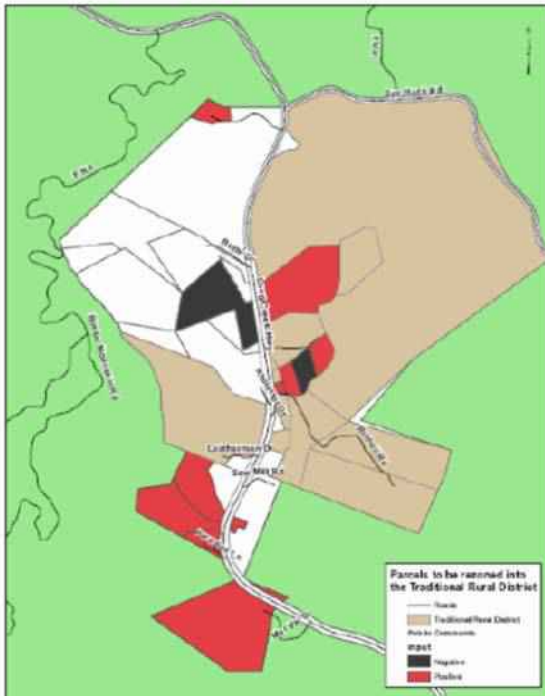
*A calendar with due dates marked may be obtained from the Clerk to Council.*



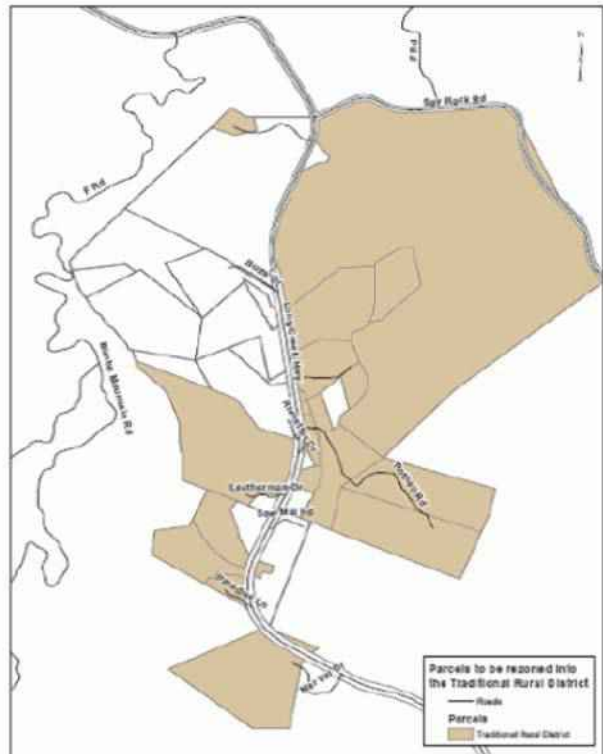
## Public Input Received to Date

- We contacted the remaining **26** property owners in the Happy Holler area as directed by the Planning Commission
- Since that time we have received **8** responses and some phone calls
  - 6 responses indicated they would like to be included as TRD
  - We also received some positive phone calls, which were also logged
  - 2 responses indicated that they would like to left as CFD

Map of Public Input Received for Happy Holler



Map with Public Input included



**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: Happy Holler Request

Chairman Honea opened the floor for public input. Mr. Hollifield addressed the Commission concerning the request.

**Mr. Abbott made a motion to include all positive public input in the recommendation to County Council. Ms. Mc Phail seconded the motion. Discussion followed. The motion passed unanimously.**

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

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

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE NO. 2011-04**

**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 recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, 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, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm the Zoning Enabling Ordinance and other provisions of Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

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

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

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

Parcel (Tax Identification Number)

170-00-01-002	170-00-02-006	170-00-02-023
170-00-01-008	170-00-02-008	170-00-02-024
170-00-01-010	170-00-02-009	170-00-02-025
170-00-01-011	170-00-02-013	
170-00-01-012	170-00-02-015	
170-00-01-013	170-00-02-016	
170-00-02-003	170-00-02-018	
170-00-02-004	170-00-02-020	
170-00-02-005	170-00-02-021	

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. The Zoning Enabling Ordinance, Ordinance 2007-18, and Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2011.

**OCONEE COUNTY, SOUTH CAROLINA**

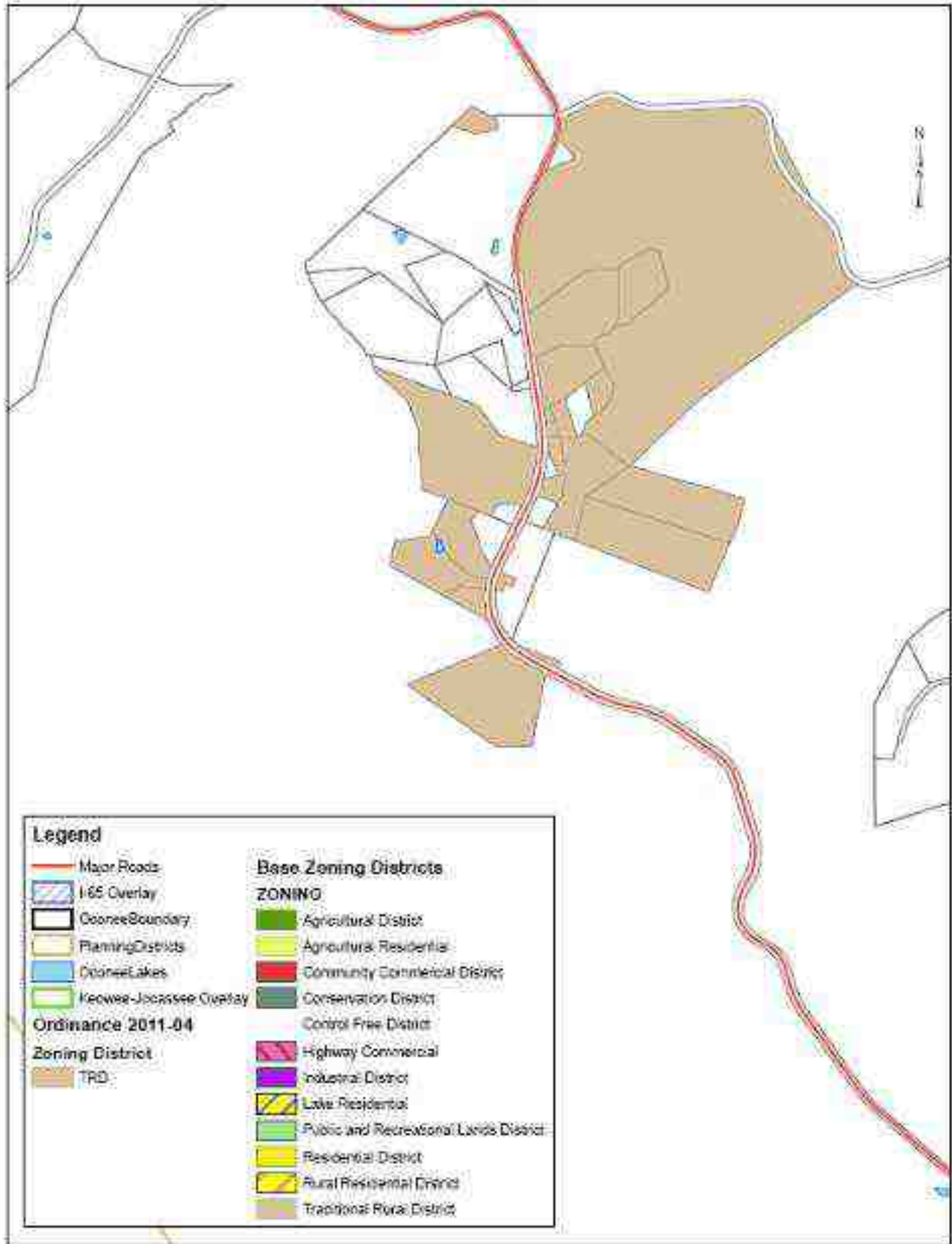
By: \_\_\_\_\_  
Joel Thrift, Chairman, County Council  
Oconee County, South Carolina

ATTEST:

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

First Reading: February 15, 2011  
Second Reading: April 5, 2011  
Public Hearing:  
Third Reading:

**APPENDIX A**  
**Parcels Rezoned by Ordinance 2011-04**



Ref: Hurricane Mountain Request

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: March 05, 2011  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Second Reading of Ordinance 2011-05: An Ordinance to Amend the Zoning Enabling Ordinance Pursuant to a Citizen-Initiated Request to Rezone a Series of Parcels Referenced as the Hurricane Mountain Request.

**BACKGROUND OR HISTORY:**

The proposed Ordinance 2011-05 stems from a citizen-initiated rezoning request submitted by Mr. John Allen. The request consists of 9 parcels, with a total acreage comprising approximately 900 hundred acres in the Control Free District, located off of Zion and Busch Creek Roads in Oconee County. As submitted all 9 parcels would be rezoned into 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. County Council took first reading in caption only on February 15, 2011 and referred the request to the Planning Commission.

The Planning Commission took up the request at a regularly scheduled meeting on March 7, 2011. Planning staff presented the request and made a recommendation to the Commission regarding the proposed rezoning and compliance with the Comprehensive Plan. After considering both staff and citizen input, the Commission voted unanimously to recommend Council adopts all parcels into the Traditional Rural District.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Note:

**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 Second Reading of Ordinance 2011-05 and schedule the required public hearing.

**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**

Copy of Draft Ordinance written to the Planning Commission Recommendation (includes recommended map)


Summary of the Planning Commission Meeting on March 7, 2011, detailing discussion and consideration of the matter, to include staff's recommendations

**Reviewed By/ Initials:**

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

**Submitted or Prepared By:**

**Approved for Submittal to Council:**

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

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

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

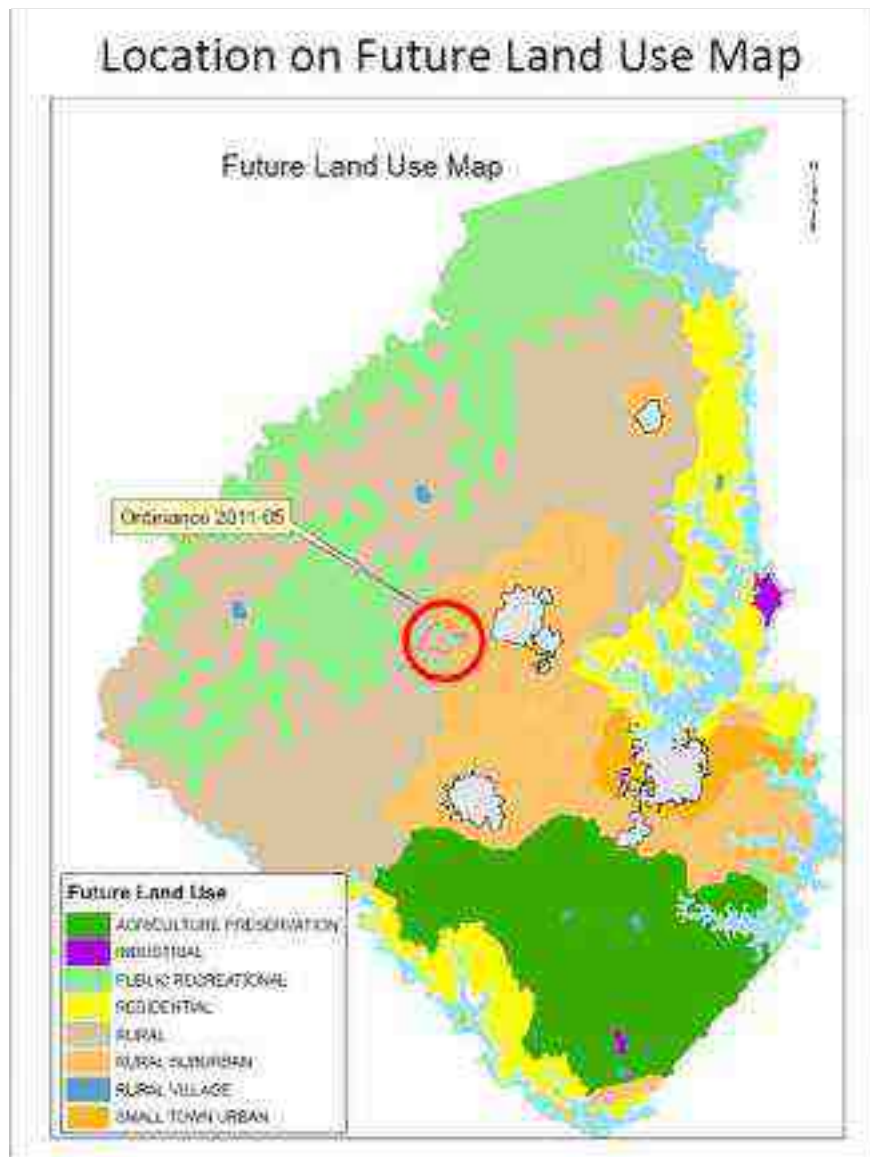
*A calendar with due dates marked may be obtained from the Clerk to Council.*





## Public Input Received to Date

- We have received no additional public input to date



*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.*

**Future Land Use Area:  
Rural and the edge of Rural  
Suburban**

Compatible Zoning Districts

- Traditional Rural (being considered)
- Agricultural
- Rural Residential
- Conservation
- Residential
- Agricultural Residential
- Industrial (if some form of infrastructure is available)
- Highway Commercial (if some form of infrastructure is available)
- Community Commercial (if some form of infrastructure is available)

## Currently Adopted Zoning

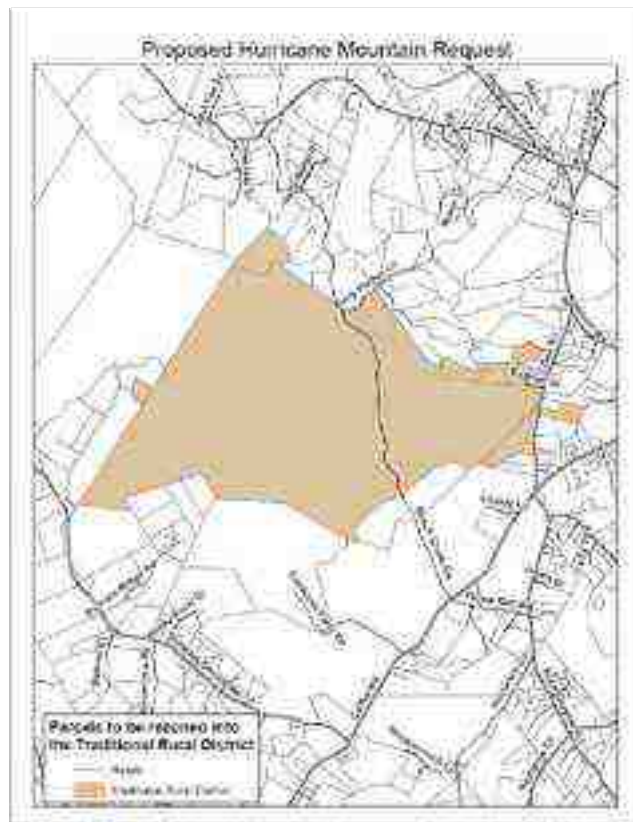
- Currently no areas have been rezoned in the rural area or the rural suburban areas on the Future Land Use Map

*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.*

### Staff Recommendation

- This rezoning request is located predominantly in the rural area on the future land use map. The traditional rural district as requested complies with the Comprehensive Plan;
- The Commission should consider all public input received to date and make a recommendation to Council
- With the consensus of the Commission staff will develop other alternatives for consideration.



*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: Hurricane Mountain Request

Staff Recommendation:

This rezoning request is located in the rural area on the future land use map. The Traditional Rural District as requested complies with the Comprehensive Plan. Therefore, we recommend the request be forwarded to County Council after consideration is given to all public input. With the consensus of the Commission, staff will develop other alternatives for consideration.

There was no public comment.

**Mr. Honea made a motion to recommend the request as Traditional Rural District to County Council, Ms. Heller seconded the motion. The motion passed unanimously.**

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

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

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE NO. 2011-05**

**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 recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, 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, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm the Zoning Enabling Ordinance and other provisions of Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

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

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

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

Parcel (Tax Identification Number)

145-00-04-063	159-00-01-008	159-00-01-010	159-00-01-034
158-00-01-035	159-00-01-009	159-00-01-025	159-00-01-035
			160-00-02-040

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. The Zoning Enabling Ordinance, Ordinance 2007-18, and Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.

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

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

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

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2011.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
 Joel Thrift, Chairman, County Council  
 Oconee County, South Carolina

ATTEST:

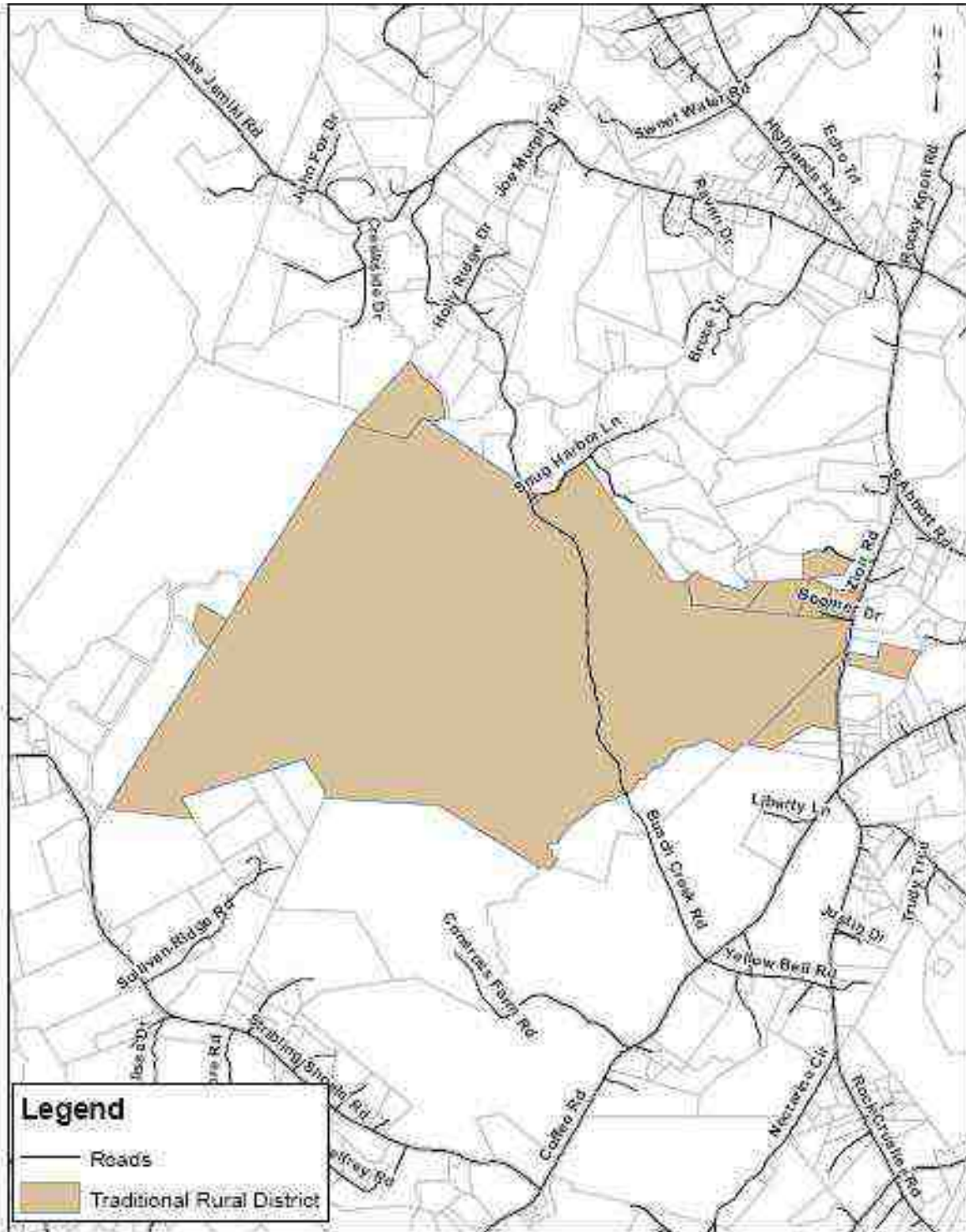
By: \_\_\_\_\_  
 Elizabeth G. Hulse, Clerk to County Council  
 Oconee County, South Carolina

First Reading: February 15, 2011  
 Second Reading: April 5, 2011  
 Public Hearing:  
 Third Reading:



# APPENDIX A

## Parcels Rezoned by Ordinance 2011-05



Ref: Long Creek Highway and Orchard Road

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 5, 2011**  
**COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Second Reading of Ordinance 2011-07: "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"

**BACKGROUND OR HISTORY:**

The proposed Ordinance 2011-07 was presented to County Council on March 1, 2011, and given first reading in caption at that time. The request was then referred to the Planning Commission for recommendation and input. The Planning Commission considered the proposed rezoning and staff's recommendation at their meeting held March 7, 2011. After taking into consideration the staff's recommendation and public input, the Commission instructed the Planning Staff to contact other property owners in the area requesting public input. Staff contacted 57 property owners, and presented the finding at the Planning Commission's meeting on March 21, 2011. At this time the Planning Commission considered the public input received to date, the staff's recommendation, and voted to recommendation that County Council rezone 163 parcels into the Traditional Rural District.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The Commission voted to remove 10 parcels based upon public input and so as to keep the request contiguous. The Commission also is recommending adding 11 parcels to be rezoned as TRD based upon public input.

**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 Second Reading of Ordinance 2011-07 and schedule the required public hearing.

**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**

Copy of the draft ordinance 2011-07, written to reflect the Planning Commission recommendation.

Summary of the Planning Commission Meeting on March 7, 2011 and March 21, 2011 detailing the discussion and consideration of the matter, to include staff's recommendation.

*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: Long Creek Highway and Orchard Road

**Reviewed By/ Initials:**

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

**Submitted or Prepared By:**

**Approved for Submittal to Council:**

*Anna J. Gabby*

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

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

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

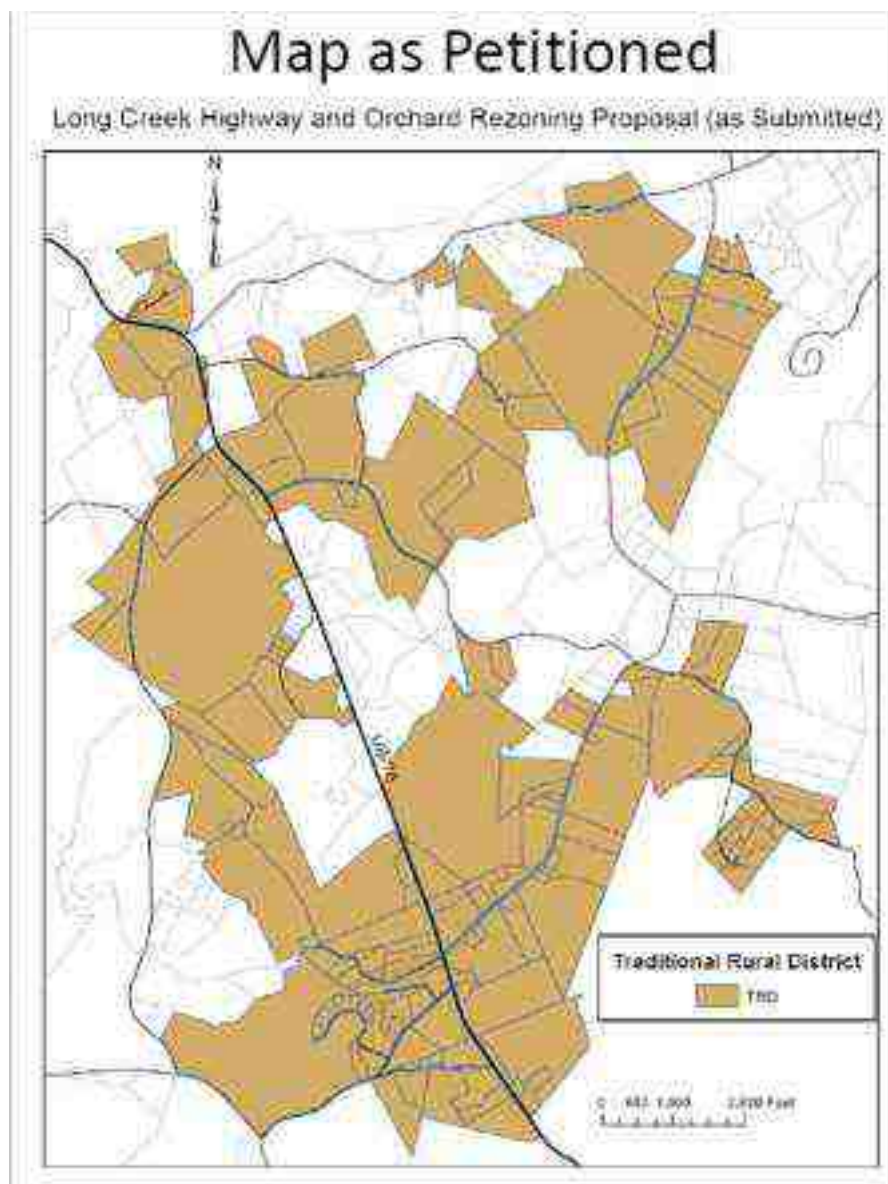
*A calendar with due dates marked may be obtained from the Clerk to Council.*

## Planning Commission March 07, 2011 Meeting Summary and Presented Materials

### Ordinance 2011-07

Mr. Gadsby presents- The proposed Ordinance 2011-07 stems from a citizen-initiated rezoning request submitted by Mr. Doug Hollifield. The request consists of 162 parcels, with a total acreage comprising of approximately 2,468 acres in the Control Free District, located off Long Creek Highway and Spy Rock Road in Oconee County. As submitted all 162 parcels would be rezoned into Traditional Rural District (TRD). Petitions containing the signatures of more than 51% of the owners of the parcels in the request area were submitted in support of the proposal.

The following is a copy of the Presentation made to the Planning Commission

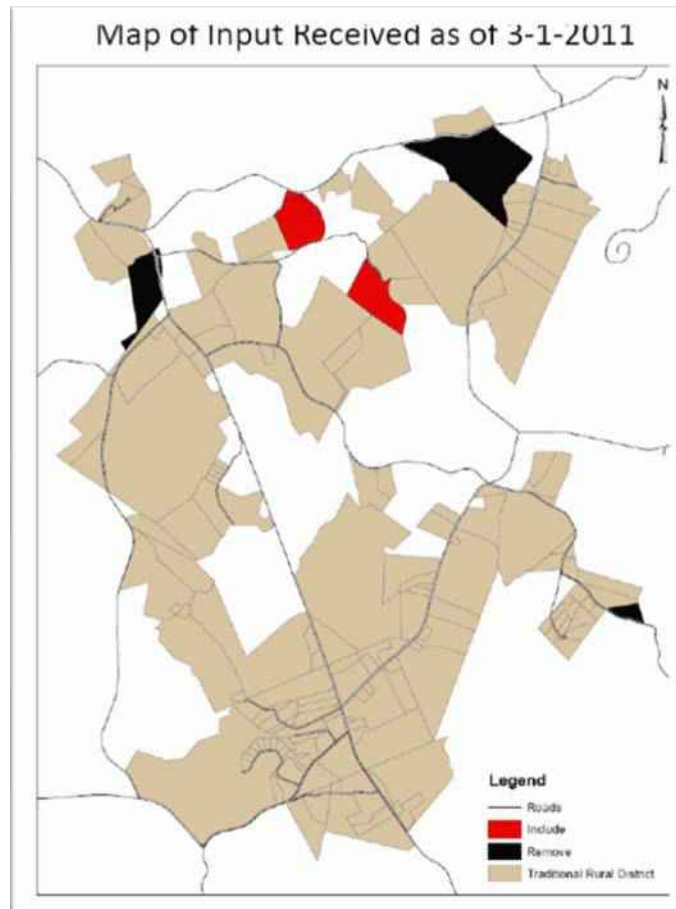


*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility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

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

### Public Input Received to Date

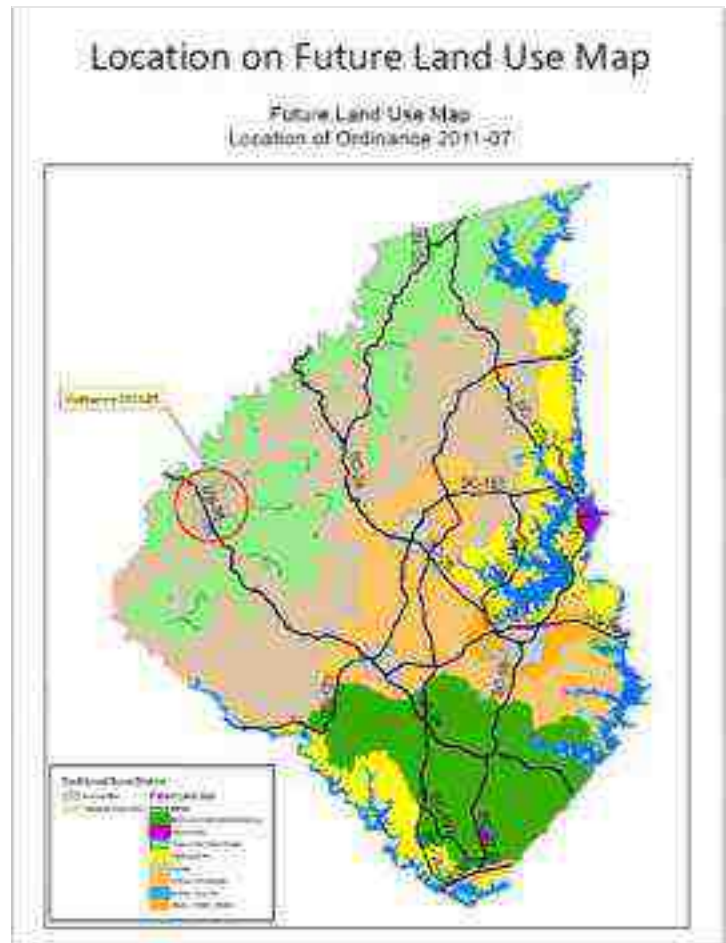
- We have received a variety of public input since letters were mailed out
  - Some property owners requested their properties removed from consideration
  - Some property owners wished to be included
  - Others thought more of the area should be zoned
  - and still others had concerns about the variety of uses allowed in the TRD district



*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.*





## Future Land Use Area: Rural and the Rural Village Compatible Zoning Districts

- Traditional Rural (being considered)
- Agricultural
- Rural Residential
- Conservation
- Residential
- Agricultural Residential
- Community Commercial (Rural Village Area)

## Currently Adopted Zoning

- Currently no areas have been rezoned in the rural area or the rural suburban areas on the Future Land Use Map

*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.*

### Staff Recommendation

- This rezoning request is located predominantly in the rural area and rural village on the future land use map. The traditional rural district as requested complies with the Comprehensive Plan;
- The Commission should consider all public input received to date,
- Remove any noncontiguous parcels that may result
- Consider filling in "holes" to make the rezoned area more uniform
- Make a recommendation to Council
- With the consensus of the Commission staff will develop other alternatives for consideration.

Map with public input included and noncontiguous parcels removed



***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: Long Creek Highway and Orchard Road

Staff Recommendation:

This rezoning request is located in the rural area and the rural village area on the future land use map. The Traditional Rural District as requested complies with the Comprehensive Plan. Therefore, we recommend the request be forwarded to County Council after consideration is given to all public input, the adding of parcels to fill in any "holes, or that the parcels remain contiguous if any are removed, and with the consensus of the Commission, staff will develop other alternatives for consideration.

Mrs. Jenny Sanders spoke in support of the traditional rural district but expressed concerns regarding the broad number of uses allowed without public input.

Mr. Jeremy Sanders also supported the traditional rural district but expressed concerns regarding the broad number of uses allowed and wished that some of the uses would be changed to special exceptions.

Mr. Alan Axson spoke in opposition to having his property remain part of the request.

**The Planning Commission discussed the proposal and instructed staff to contact all property owners in those areas that might be considered as a means of filling in the request. The Commission agreed to consider the matter at their next meeting.**

*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.*

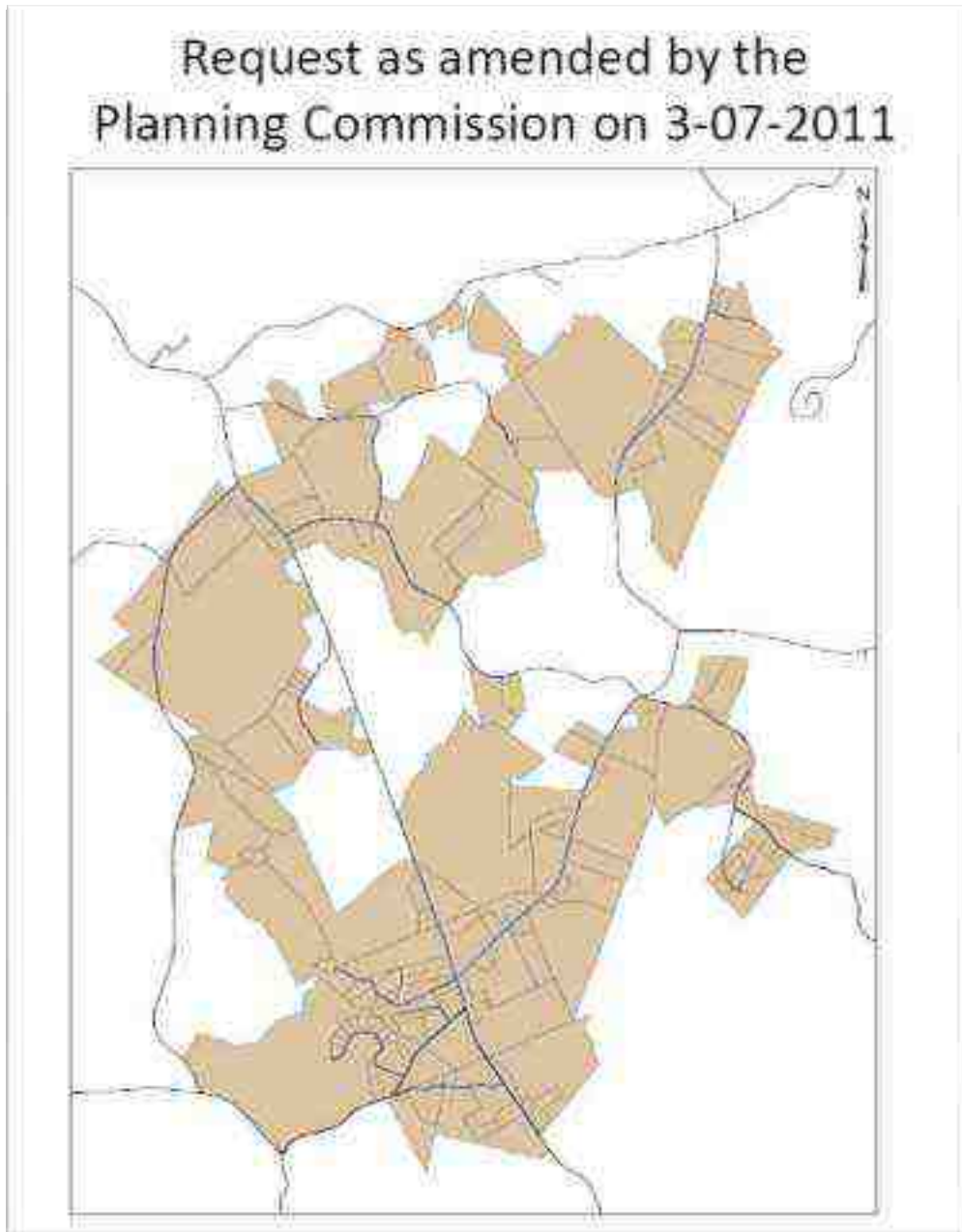


## Planning Commission March 21, 2011 Meeting Summary and Presented Materials

Ordinance 2011-07

Mr. Gadsby presents- The Commission instructed staff to contact the property owners as to fill in the request. Staff mailed out letters explaining the rezoning with a self addressed post card for citizens to respond with.

The following is a copy of the Presentation made to the Planning Commission



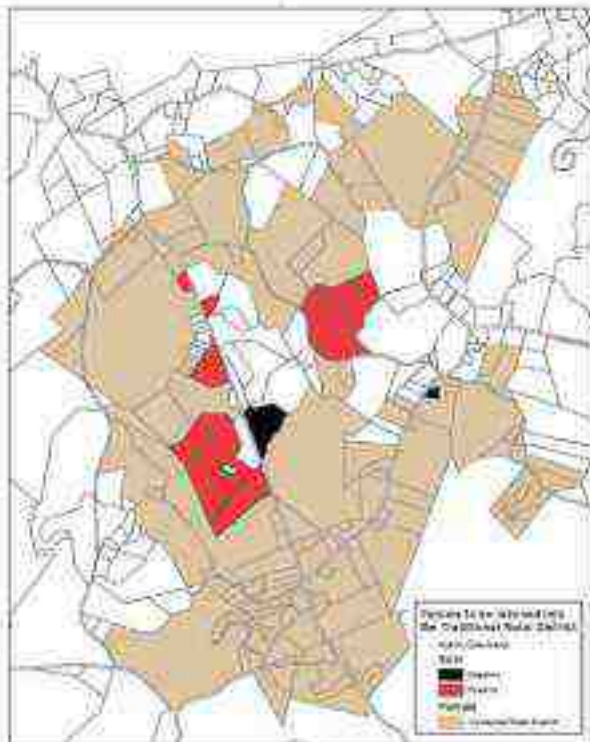
*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility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

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

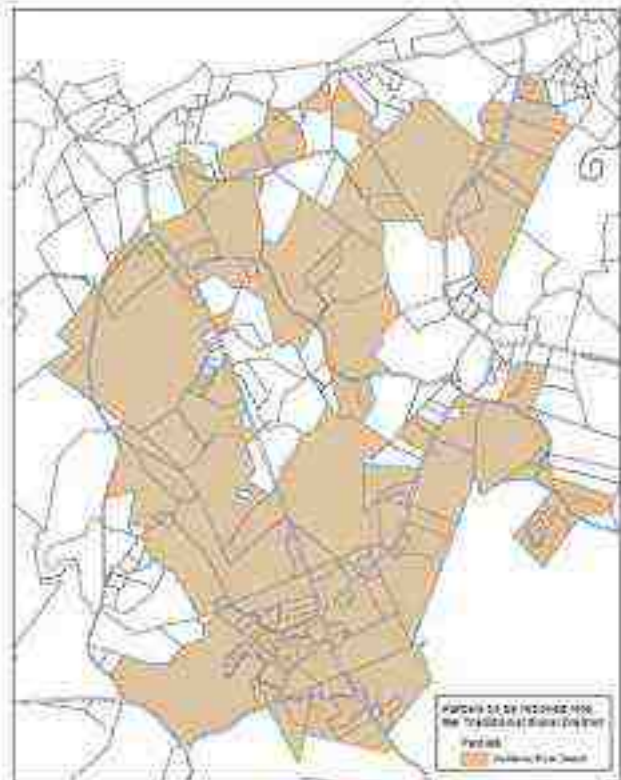
## Public Input Received to Date

- We contacted the remaining **57** property owners in the Long Creek Orchard Road area as directed by the Planning Commission
- Since that time we have received **8** responses and some phone calls
  - 6 responses indicated they would like to be Included as TRD,
  - We also received some positive phone calls which we logged
  - 2 responses indicated that they would like to left as CFD

Map of Public Input Received for Long Creek Orchard Road



Map with Public Input Included



*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: Long Creek Highway and Orchard Road

Chairman Honea opened the floor for public input.

Ms. Cathy Lee asked when the ordinance would be approved and what the difference was between TRD and CFD. Chairman Honea asked Mr. Gadsby to answer Ms. Lee questions. Mr. Gadsby explained how the ordinance process works and the primary differences between CFD and TRD.

**Mr. Gilster made a motion to include all positive public input in the recommendation to County Council. Mr. Abbott seconded the motion. Discussion followed. The motion passed unanimously.**

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

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

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE NO. 2011-07**

**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 recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, 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, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm the Zoning Enabling Ordinance and other provisions of Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

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

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

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

Parcel (Tax Identification Number)

113-00-01-012	114-00-03-016	127-00-02-024	140-00-01-004	141-00-02-003	141-00-03-021
113-00-01-014	114-00-03-017	127-00-02-025	140-00-01-008	141-00-02-004	141-00-03-022
113-00-01-015	114-00-03-018	127-00-02-026	140-00-01-010	141-00-02-005	141-00-04-001
113-00-01-025	114-00-03-019	127-00-03-002	140-00-01-014	141-00-02-007	141-00-04-002
113-00-01-026	114-00-03-020	127-00-03-013	140-00-01-016	141-00-02-008	141-00-04-004
113-00-03-005	114-00-03-030	127-00-04-002	140-00-01-017	141-00-02-009	141-00-04-006
113-00-04-001	114-00-03-068	127-00-04-003	140-00-01-018	141-00-02-010	141-00-04-010
113-00-04-004	114-00-03-070	127-00-04-008	140-00-01-020	141-00-02-011	141-00-04-011
113-00-04-005	126-00-01-001	127-00-04-009	140-00-01-022	141-00-02-012	141-00-04-012
113-00-04-007	126-00-01-002	127-00-04-011	140-00-01-024	141-00-02-013	141-00-04-013
113-00-04-009	126-00-01-003	127-00-04-012	140-00-01-027	141-00-02-015	141-00-04-017
113-00-04-011	126-00-01-005	127-00-04-017	140-00-01-028	141-00-03-001	141-00-04-018
113-00-04-022	126-00-01-007	127-00-04-018	140-00-01-035	141-00-03-002	141-00-04-019
114-00-01-002	126-00-01-015	127-00-04-020	140-00-01-036	141-00-03-004	141-00-04-020
114-00-01-005	126-00-01-018	127-00-04-023	140-00-01-040	141-00-03-007	141-00-04-021
114-00-01-006	126-00-01-019	127-00-04-024	140-00-01-041	141-00-03-008	155-00-01-001
114-00-01-010	126-00-01-020	127-00-04-026	140-00-01-048	141-00-03-009	155-00-01-002
114-00-01-011	126-00-01-021	127-00-04-027	140-01-01-001	141-00-03-010	155-00-01-003
114-00-01-014	127-00-01-001	127-00-04-029	140-01-01-002	141-00-03-011	155-00-01-005
114-00-01-016	127-00-01-002	127-00-04-031	140-01-01-003	141-00-03-012	155-00-01-008
114-00-01-021	127-00-01-005	127-00-04-032	140-01-01-004	141-00-03-013	155-00-01-010
114-00-01-024	127-00-01-006	127-00-04-033	140-01-01-005	141-00-03-014	155-00-01-011
114-00-01-029	127-00-01-007	127-00-04-034	140-01-01-006	141-00-03-015	155-00-01-012
114-00-02-004	127-00-01-008	127-00-04-035	140-01-01-007	141-00-03-016	
114-00-02-007	127-00-02-002	127-00-04-036	140-01-01-008	141-00-03-017	
114-00-02-009	127-00-02-005	127-00-04-038	140-01-01-009	141-00-03-018	
114-00-02-010	127-00-02-007	127-00-04-039	140-01-01-010	141-00-03-019	
114-00-03-012	127-00-02-020	127-00-04-042	141-00-02-002	141-00-03-020	

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. The Zoning Enabling Ordinance, Ordinance 2007-18, and Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2011.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
 Joel Thrift, Chairman, County Council  
 Oconee County, South Carolina

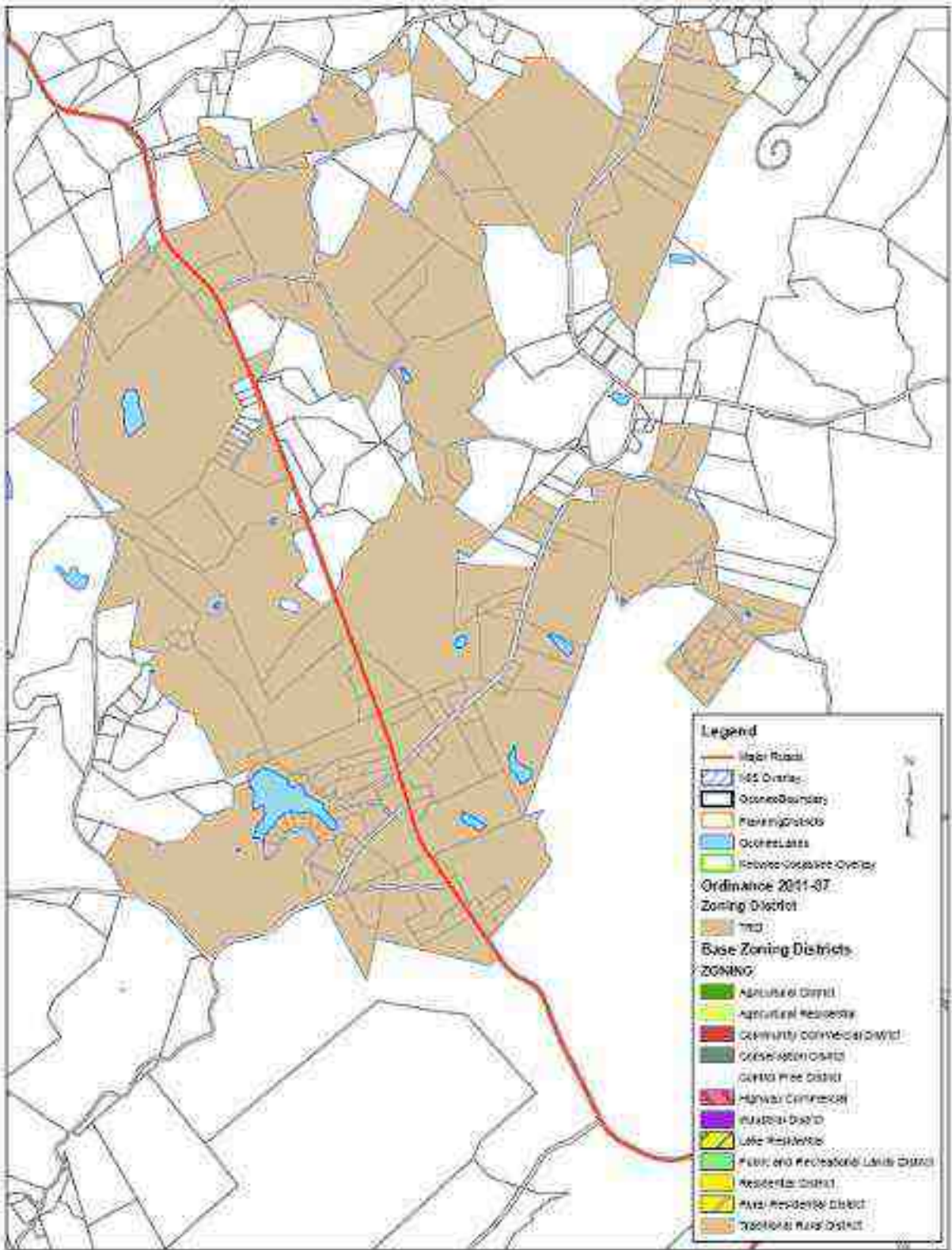
ATTEST:

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

First Reading:                    March 1, 2011  
 Second Reading:                April 5, 2011  
 Public Hearing:  
 Third Reading:



**APPENDIX A**  
**Parcels Rezoned by Ordinance 2011-07**





# Oconee County Planning Department

415 S. Pine Street, Walhalla, SC 29691

Telephone: 864-638-4218  
Fax: 864-638-4168

Date: April 04, 2011

To: Chairman Thrift, Members of County Council, Mr. Moulder, and Ms. Hulse

From: Aaron Gadsby, Planning Department

Re: Public input received since the Planning Commission Recommendation on March 21, 2011 for Ordinance 2011-07

---

The Planning Department has received input requesting that the following parcels be considered for inclusion into rezoning ordinance 2011-07 (Long Creek and Orchard Road Request) as Traditional Rural District: 113-00-04-008 and 127-00-01-003. The map below shows these two parcels in red. Please note that this request is on tomorrow's agenda for consideration for 2<sup>nd</sup> reading. Thank you.





**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 05, 2011**  
**COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

First Reading (In Caption Only) of Ordinance 2011-10: "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"

**BACKGROUND OR HISTORY:**

The proposed Ordinance 2011-10 stems from a citizen-initiated rezoning request submitted by William Porter, Jr. The request consists of 2 parcels, with a total acreage comprising of approximately 233 acres in the Control Free District, located off Armstrong and North Retreat Roads in Oconee County. As submitted both parcels would be rezoned into Traditional Rural District (TRD). Petitions containing the signatures of more than 51% of the owners of the parcels in the request area were submitted in support of the proposal. No opposition has been received to date.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The Armstrong/Retreat Area 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 2011-10, 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 and a map showing the Future Land Use Map location

**Reviewed By/ Initials:**

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

**Submitted or Prepared By:**

**Approved for Submittal to Council:**



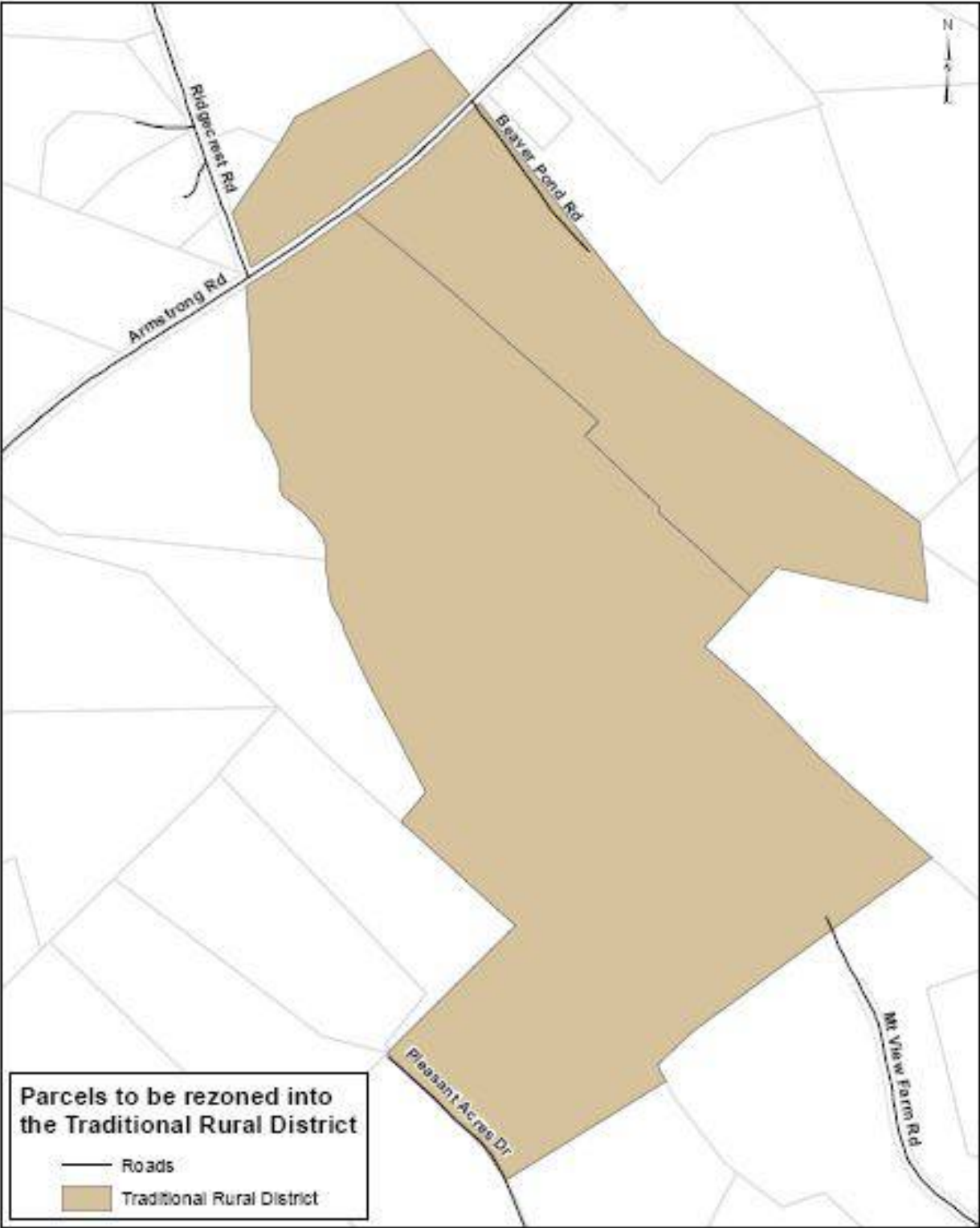
\_\_\_\_\_  
**Department Head/Elected Official**

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

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

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

# Armstrong Retreat Area Rezoning Proposal (As Submitted) Proposed Ordinance #2011-10

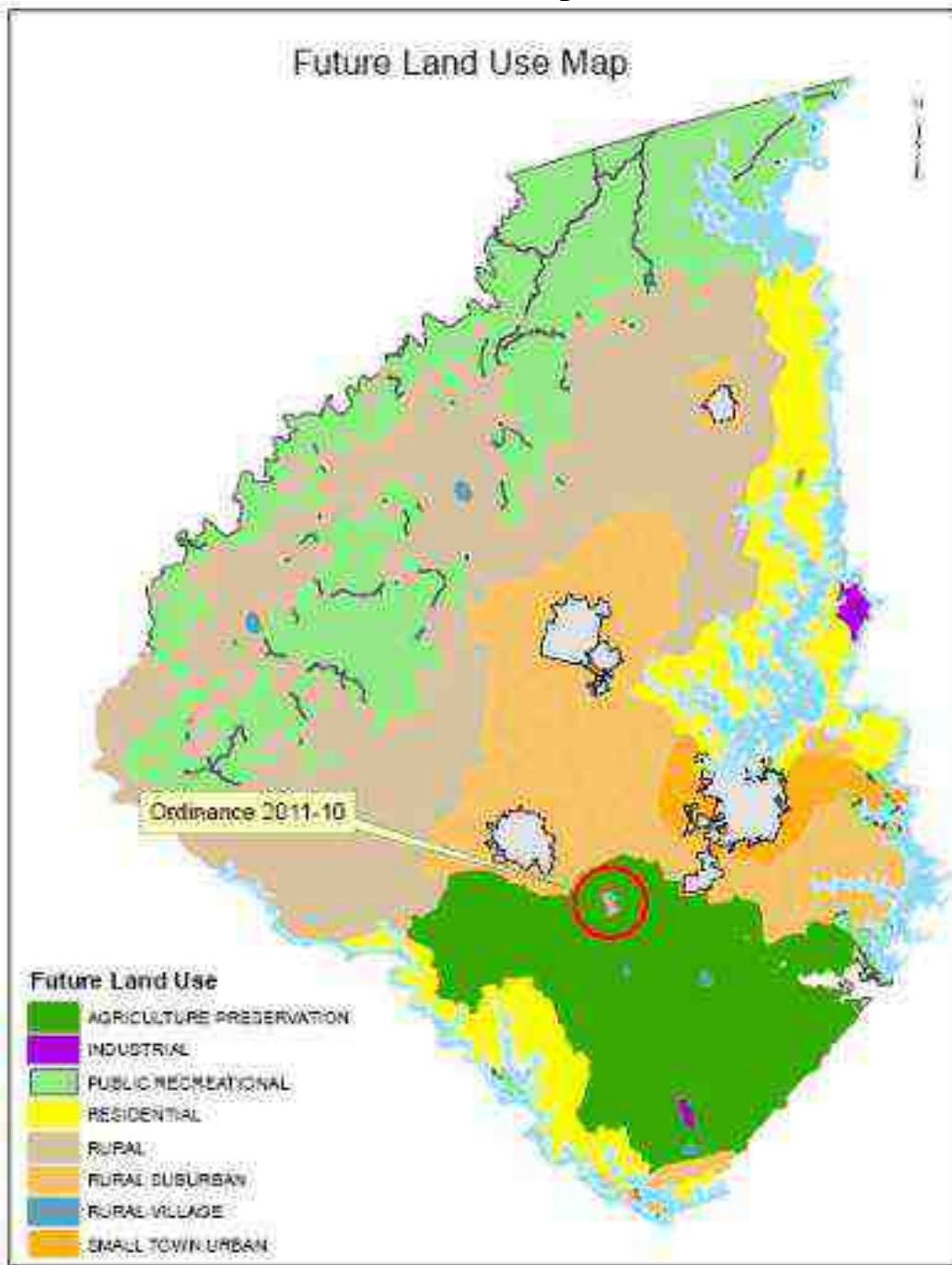


*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility 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: Armstrong/ Retreat Area

## Armstrong Retreat Area Rezoning Proposal (As Submitted) Future Land Use Map Location



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

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

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**RESOLUTION R2011-05**

**A RESOLUTION AUTHORIZING A USE AND MAINTENANCE AGREEMENT WITH THE SOUTH CAROLINA FOOTHILLS HERITAGE FAIR, ALL WITH REGARDS TO THAT CERTAIN OCONEE COUNTY PROPERTY LOCATED, GENERALLY, AT 1220 HIGHWAY 59, FAIR PLAY, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, South Carolina (“Oconee County”), is a body politic and corporate and a political subdivision of the State of South Carolina and owns certain real property within Oconee County, located at 1220 Highway 59, Fair Play, South Carolina 29643 (the “Property”); and,

**WHEREAS**, Oconee County and the Heritage Fair desire to enter into a Use and Maintenance Agreement (“Use and Maintenance Agreement”) attached as **Exhibit A** and incorporated herein by reference.

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

1. Oconee County, acting by and through the Oconee County Council, hereby authorizes and approves the Use and Maintenance Agreement,
2. The Oconee County Administrator is hereby authorized to negotiate minor changes to the terms and conditions of the Use and Maintenance 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 Use and Maintenance Agreement.
3. The Oconee County Administrator is hereby authorized and directed to execute and deliver the Use and Maintenance Agreement on behalf of Oconee County, and to take all other steps and actions as are necessary or appropriate to effectuate the Use and Maintenance Agreement.
4. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
5. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
6. This resolution shall take effect and be in force immediately upon enactment.

**APPROVED AND ADOPTED** this 5<sup>th</sup> day of April , 2011.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Joel Thrift, Chairman of County Council  
Oconee County, South Carolina

**ATTEST:**

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

## USE AND MAINTENANCE AGREEMENT

**THIS USE AND MAINTENANCE AGREEMENT** (“Agreement”) is entered into as of the 1st day of May 2011 by and between Oconee County (the “County”) and the South Carolina Foothills Heritage Fair (“User”) (hereinafter collectively referred to as the “Parties”).

In consideration of the mutually dependent responsibility to maintain and the grant of the right to use the premises described herein, and the agreements hereinafter contained, County and User hereby covenant and agree as follows:

1. **Use of Property as Fairgrounds:** County hereby grants to User certain rights, privileges, responsibilities and liabilities as hereinafter defined to use and maintain the property located at 1220 Hwy. 59, Fair Play, SC 29643 (the “Property”), more particularly described on the attached Exhibit “A” and incorporated herein by reference. The Property shall be used only for fairs, exhibitions and related activities, as well as agricultural related activities, subject, however, to any authority and responsibility of User to maintain and manage specific aspects of the Property as provided herein. Any access to the Property is subject to County’s use of the Property. County may continue to market the Property, show the Property, and sell the Property, and County’s own use of the Property for direct County needs shall pre-empt User’s use of the Property. The Property shall be used only for the rights and privileges granted herein, and no use of the Property shall be inconsistent with the primary use of the Property for fairs, exhibitions and related activities, or inconsistent with County’s ownership of the Property. Any and all rights, privileges, responsibilities and liabilities granted herein are subject to and subordinate to County’s ownership of the Property and no rights or privileges granted herein shall be construed to grant any superior rights or rights greater than those held by County.

2. **Term and Termination:**

*A. Term of Agreement.* The initial term (the “Term”) of this Agreement shall commence on May 1, 2011 (the “Commencement Date”) and shall expire on April 30, 2012, a date one (1) year after the Commencement Date. Thereafter, this Agreement may be renewed, in writing, for the same or a different term length, only with the mutual written consent of the Parties.

*B. Termination for Convenience.* Either party may terminate this Agreement for any reason or no reason upon a thirty (30) day advance written notice to the other party.

*C. Partial Severability.* County may, in County’s discretion and with no further obligation to User, amend this Agreement and the rights and responsibilities contained herein, upon thirty (30) days written notice, with regard to any portion of the Property for which County has a direct County need. In such case, County will state the specific portion of the Property to which this Agreement shall no longer apply.

3. **Conditions:** Attached hereto as Exhibit “B” and incorporated herein is a general concept plan (the “Concept Plan”) for the improvement of the Property. County and User acknowledge that use of the Property for fairs, exhibitions and related uses contemplated by this Agreement will not exist without the provision of maintenance of the Property by User, parking support, and material restoration and improvements of the Property by User. Consequently, the following are conditions of this Agreement:

*A. Restoration of Pole Barn and Silo.* Subject to the contingencies and required approvals herein, User shall restore, preserve and maintain the pole barn and metal grain silo currently located on the Property, and User may paint any or all of said structures, in User’s discretion, so long as such painting is consistent with the Concept Plan and agricultural theme of User’s activities, and not inconsistent with local or state laws or County’s use or marketing of the Property.

*B. Restoration or Demolition of Barn.* Subject to the contingencies and required approvals herein, User shall restore, preserve and maintain the barn currently located on the Property, and User may paint the barn, in User’s discretion, so long as such painting is consistent with the Concept Plan and agricultural theme of User’s activities, and not inconsistent with local or state laws or County’s

marketing or use of the Property. Notwithstanding the above, with County's prior written approval, not to be unreasonably withheld or delayed, User may demolish and/or burn the barn, so long as such activities are consistent with the Concept Plan, and not inconsistent with local or state laws or County's use or marketing of the Property, and conducted with approval from, and under the oversight of, the necessary fire authorities, as needed.

*C. Maintenance of Property.* User shall be solely responsible for the continued maintenance of the Property during the Term, including, without limitation, User shall bushhog, or otherwise cut and remove the hay from all cleared areas and pasture land of the Property at least two (2) times per year, less and excepting the large gully portion of the Property, and shall mow the sides of the existing farm road (as widened and improved as provided for herein) and keep the sides of the existing farm road clear of underbrush and undesirable shrubbery and growth.

*D. Parking.* In addition to the public parking on the Property, User shall furnish and regulate reasonable access to parking for visitors to the Property during the term of this Agreement. User shall have the right to designate where and how such parking shall occur and the right to relocate or reconfigure such parking from time to time as user may deem appropriate, and shall be responsible for public parking on the Property.

*E. Access.* The public will have access to the Property by way of public streets, but to the extent any additional entrances to the Property require passage across private property, User may designate the entrances to the Property in accordance with the Concept Plan, and, to the extent any additional entrances require passage across private property, User shall provide and secure such passage for County and public use. User shall regulate, control, and govern public access to all structures on the Property in such a manner as to ensure only such access shall occur as is safe for the structure(s) involved.

4. **User Costs.** User shall be responsible for the following costs:

A. Capital costs associated with improvements constructed by User.

B. Costs associated with User's use and maintenance of the Property.

C. Maintenance costs associated with the improvement, restoration and maintenance of the Property by User.

D. Costs associated with access to the Property, except as otherwise noted herein.

E. Costs of all utilities used by User.

F. Costs of insurance and such other matters as are reasonably necessary to comply with the terms of the Agreement.

5. **User's Rights:** Subject to the improvement approval process described herein, User shall have the following rights with regard to the Property:

*A. Right to Use Property as Fairgrounds.* User may use the Property for a maximum of four events (festivals, fairs, exhibitions, or agricultural themed activities) during the Term, in accordance with the Concept Plan, so long as such events are not inconsistent with local or state laws or County's use or marketing of the Property.

*B. Right of First Refusal.* If County continues to allow use of the Property for general public recreation and access, including use of the Property for fairs, exhibitions and related activities, User shall have the right of first refusal, and first right of renewal for such use.

*C. Right of Access.* User may have access for ingress and egress to and from such improvements and over, across and under the Property for the uses and obligations contemplated herein.

*D. Right to Build and Maintain Improvements.* User shall have the right to construct, replace, maintain, and access at all times the improvements shown on the Concept Plan provided that (i) such

improvements are constructed without cost to County, (ii) such improvements are not inconsistent with County's marketing of the Property, and (iii) such improvements are not inconsistent with local or state laws. Subject to the contingencies and required approvals herein, User shall, at minimum, grade and landscape the Property in accordance with the Concept Plan.

E. *Right to Construct and Maintain Temporary Structures.* Subject to County's prior written approval, not to be unreasonably withheld or delayed, User shall have the right to construct and maintain temporary structures, provide such equipment and make such improvements upon the Property as may be necessary to implement the Concept Plan. No improvements shall be made to the Property except in accordance with such Concept Plan.

F. *Right to Operate.* User may operate buildings, structures, and other improvements described herein, only for the uses and obligations contemplated herein.

G. *Right to Install Signage.* User may install and display temporary signage so long as the signage is consistent with the agricultural theme of their activities, and not inconsistent with local or state laws or County's use or marketing of the property.

H. *Right to Plant and Harvest.* User may plant, cultivate, and harvest experimental or demonstration crops on the Property which meet all federal and state laws, guidelines and requirements and in accordance with the Concept Plan. User may harvest, use, and sell any hay cut on the Property during the Term.

I. *Right to Clear.* User may clear the Property of all underbrush and undesirable shrubbery and growth, but not commercially harvestable timber. Unless otherwise authorized, in writing, by County, User shall not cut or remove or damage any commercially harvestable trees of more than four (4) inches in diameter, measured three (3) feet above the ground.

J. *Right to Install Security Measures.* User may exercise reasonable precautions to protect the Property, for County and for User's activities, including, without limitation, non-permanent security devices, including gates, in accordance with the Concept Plan, so long as such precautions are not inconsistent with local or state laws or County's use or marketing of the Property and County is not denied reasonable access for County's own use of the Property.

K. *Right to Install Temporary Utilities.* User may install, operate, maintain, repair and replace necessary temporary utilities across, over or under the Property in accordance with the Concept Plan, so long as the temporary utilities are not inconsistent with local or state laws or County's use or marketing of the Property and are removed at the discretion and written instruction of County.

L. *Right to Install Permanent Utilities.* With County's prior written approval, not to be unreasonably delayed, User may install, operate, maintain, repair and replace necessary permanent utilities across, over or under the Property in accordance with the Concept Plan and not inconsistent with local or state laws or County's use or marketing of the Property.

M. *Right to Perform Grading Work.* User may perform rough grading work on the emergency north entranceway, in accordance with the Concept Plan and only to the extent necessary to allow emergency vehicles to get to the area to be used for the fairgrounds other than on the primary access road.

6. **County's Rights.** Without limiting, and in addition to, County's ownership rights to the Property, County shall have the following specific rights with regard to the Property during the Term:

A. *Right to Install Utilities.* County, in County's sole discretion, may install, operate, maintain, repair and replace utilities across, over and under the Property.

B. *Construction of Entrances.* County, in County's sole discretion, may construct the south entrance to the Property, and may perform necessary work on the north entrance to the Property.



C. *Right of Access.* County will have the right of access, including, without limitation, the right to market and show the Property. User shall provide to County and its authorized employees, representatives and agents unrestricted access to any and all of the improvements on the Property for purposes of inspections or emergency response and, if necessary for access, shall provide County with keys or combinations to allow for such access. Notwithstanding the foregoing, no secured portion of User's operational facilities shall be subject to inspection except in the company of User's representatives, unless otherwise provided by law.

7. **County's Additional Obligations.**

A. *Temporary Waterline.* County shall dig a trench for a temporary waterline from the north entrance to the Property, off of Hwy 59, approximately one thousand feet (1000') into the Property, to the location of an existing gate.

B. *Widening of Road.* County shall widen the existing farm road to be used by User to approximately twenty feet (20') or otherwise wide enough for two lanes into the Property, and a ten foot (10') wide emergency lane out of the Property.

C. *Emergency Entrance.* County shall cut an emergency entrance at the north entrance to the Property and will gravel only the first part of that entranceway.

8. **Safety and Security.** Subject to the prior approval of County, User shall have the right to establish reasonable rules for use of the Property, including conduct and curfew rules. In accordance with existing policy, the Sheriff's department, appropriate local EMS units and County Fire Protection Service units shall remain responsible for general safety and security at the Property, and User shall work with such departments and units to:

A. Coordinate any rules and assure their legal enforceability, including, without limitation, any rules regarding access to the Property (or any portion thereof) for hunting or other access to the Property by the public;

B. Coordinate patrol patterns and communications to provide appropriate security but minimize burdens on the Sheriff's department and other units;

C. Provide additional private or public security and/or traffic control for special events in accordance with applicable County policies;

D. Coordinate any additional security which User may choose to provide from time to time;

E. Allow the Sheriff's department, local EMS units and County Fire Protection units access to the Property; and,

F. Promptly notify County of any problems that User or its employees or agents become aware of, including, without limitation, damage to the Property, any problems with the Property, any dangerous conditions, any injury to guests, licensees or invitees, or anything else that may require immediate attention. In the event of an emergency, User or its employees or agents should contact 911.

9. **Condition of Property.** User shall accept the use and maintenance of the Property in its present condition, as-is, where-is, without any liability or obligation on the part of County to make any alterations, improvements or repairs of any kind on or about the Property except for as provided hereinabove.

A. Any alterations or improvements (not specifically shown in the approved Concept Plan) must be approved in writing by County, which approval shall not be unreasonably withheld or delayed prior to their installation or construction. Such alterations or improvements to the Property shall be at the expense of User during the term of this Agreement (except to the extent that they are funded by some third party source other than County). All permanent alterations, improvements and repairs to the Property made by User will become the property of County upon completion of said alterations,

improvements or repairs and User will have such obligations relating thereto and such rights therein as are set forth in this Agreement.

B. User agrees that User will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen and other like parties and will indemnify County against all legal costs and charges, bond premiums for release of liens, including legal counsel fees and costs reasonably incurred in and about the defense of any suit in discharging the Property or any part thereof from any liens, judgments or encumbrances caused by User. Provided, however, that User shall have no obligation to pay any party who has filed a lien against the Property if User has a dispute over the amount owed or the work performed by such party so long as User has posted a bond or other surety instrument in an amount equal to one and one third times the amount of such lien.

10. **Not For Profit.** During the Term, User shall maintain its not-for-profit, eleemosynary status in good standing with the South Carolina Secretary of State and the United States Internal Revenue Service.
11. **Accounts, Records and Receipts.** Unless otherwise prohibited by law, all monies received by User from operations conducted on the Property, including but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by User for the administration, maintenance, operation and development of the Property and the activities conducted by the User on the Property. User shall establish and maintain accurate records and accounts and provide an annual statement of such receipts and expenditures to County. County shall have the right to perform audits or to require User to audit the records and accounts of User, third party concessionaires and any other third parties collecting access or User fees on the Property in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Accountants or by the state, and furnish County with the results of such audit.
12. **Insurance.** User shall carry and pay the premium on a general liability insurance policy with a single combined limit of not less than Three Million Dollars (\$3,000,000.00) to protect against bodily injury or property damage and to file a copy of said policy with County annually; said policy shall give protection to the public, User's agents, User's employees, and User's licensees in connection with all activities or events engaged in by User in its use, maintenance and operation of the Property. The insurance required by this Agreement shall, at a minimum, be issued by insurance companies authorized to do business in the State of South Carolina, with a financial rating of at least an A+3A status as rated in the most recent edition of Bests Insurance Reports and shall name County as an additional insured at the cost of User. User agrees to furnish County with a copy of certificates or binders evidencing the existence of the insurance required herein within forty five (45) days of the execution of this Agreement. County must receive at least ten days' prior written notice of any cancellation of User's insurance coverage.

County shall not be liable to User or User's employees, agents, representatives, officers, directors, members, partners or licensees for any damage whatsoever to persons or property of User or User's employees, agents, representatives, officers, directors, members, partners or licensees for occurrences on the Property.

13. **Sublease/Assignment/Ownership Interests.** Without the prior written approval of County, User will not transfer or assign any interest or privilege of User hereunder or sublet or grant any interest, privilege, or license whatsoever in connection with this Agreement.
14. **Restoration.** On or before the final expiration of this Agreement, as extended, or its termination by User, User shall vacate the Property, remove the property of User, and restore the Property to the Property's original condition or better, except with express written consent of County otherwise. If, however, this Agreement is revoked, User shall vacate the Property, remove the property of User therefrom, and restore the Property to the Property's original condition or better, within such time as County may designate. In either event, if User shall fail or neglect to remove said property and restore the Property, then, at the option of County, said property shall either become the property of County without compensation therefor, or County may cause the property to be removed and no claim for

damages against County or its officers or agents shall be created or made on account of such removal and restoration work.

15. **Fair Treatment.** User agrees that in the operation and use of the Property and any equipment, facilities or other improvements thereon, User will not, on the grounds of race, sex, color, religion, age, handicap, or national origin, discriminate or permit discrimination against any person or group of person in an manner prohibited by federal or state law or regulation. County is hereby granted the right to take such action as the federal or state government may direct to enforce such covenant of non-discrimination. This assurance is binding on User, its agents, successors, transferees, sub-lessees and assignees.
16. **Compliance.** User and all of User's agents, licensees, employees and invitees, including, without limitation, all vendors, shall comply with all rules, regulations, laws, codes, ordinances and directives of County, the State of South Carolina, the United States of America or any governmental entity (i.e.: OSHA, South Carolina Department of Health and Environmental Control, etc.) now in force or hereafter promulgated and including but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business, which would apply to User or the uses agreed to herein.
17. **Reasonable Care.** User shall exercise reasonable care in their conduct of all activities and toward all persons on the Property, and User shall conduct itself in a professional and commercially reasonable manner.
18. **Indemnification.** User agrees to release, indemnify and hold County and County's council members, officers, servants and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, of any kind whatsoever, including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to, County or County's council members, officers, servants and employees by reason of any breach, violation or non-performance by User or its servants, employees or agents of any covenant or condition of this Agreement or by any act or failure to act of those persons, and will ensure that User is covered by adequate insurance to do so.
19. **Force Majeure.** Neither County nor User shall be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond County's or User's control.
20. **DISCLAIMER OF LIABILITY.** COUNTY HEREBY DISCLAIMS, AND USER HEREBY RELEASES COUNTY AND COUNTY'S COUNCIL MEMBERS, COMMISSION MEMBERS, OFFICERS, SERVANTS AND EMPLOYEES FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY USER OR USER'S EMPLOYEES, AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, PARTNERS, GUESTS, OR LICENSEES (THE "INJURED PARTIES") DURING THE TERM OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY LOSS DAMAGE OR INJURY CAUSED BY COUNTY'S EARLY TERMINATION OF THIS AGREEMENT, UNLESS SUCH LOSS, DAMAGE OR INJURY AROSE OUT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF COUNTY OR ITS SERVANTS, EMPLOYEES OR AGENTS. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE TO THE INJURED PARTIES FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE OPERATIONS OF USER.
21. **Survival.** All indemnification and release provisions under this Agreement shall survive the expiration or sooner termination of this Agreement.

22. **Default and Remedies.** In the event that User breaches any term or provision of this Agreement, and fails to remedy the same after thirty (30) days written notice, County may terminate this Agreement by giving written notice to User, provided, however, that County may not terminate this Agreement if the nature of User's breach is such that it cannot reasonably be cured within thirty (30) days and User is diligently pursuing a cure of such breach. In the event User files a petition in bankruptcy or receivership or makes a transfer or assignment for the benefit or creditors, then County may immediately terminate this Agreement, such termination to be effective immediately upon receipt of notice. In the event of the termination of this Agreement, privileges granted herein and obligations imposed herein shall terminate immediately and any and all rights of User to any fees or charges to third parties, including but not limited to concessionaires and vendors, shall immediately accrue to County. Upon termination of this Agreement, County will have the right to remove or store any property or other trade fixture not a part of the Property and belonging to User without any liability therefor. User further agrees to pay all of County's expenses, including attorney's fees and costs, in enforcing any of the obligations of this Agreement, or in any proceedings or litigation in which County shall become involved without County's fault, by reason of this Agreement.

23. **Conflict Resolution.**

A. Any conflict, dispute or grievance (collectively, "Conflict") by User must first be submitted in writing to the Oconee County Administrator for negotiation and resolution.

B. In the event that the Conflict is not resolved by the Oconee County Administrator or his designee within fifteen (15) business days, the parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Walhalla, South Carolina, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

24. **Notices.** Any notice given by one party to the other in connection with this Agreement shall be in writing and hand-delivered or sent by certified or registered mail, return receipt requested:

If to County, addressed to:

If to User, addressed to:

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

South Carolina Heritage Fair  
PO Box 380  
Fair Play, SC 29642

Notices shall be deemed to have been received on the date of hand-delivery to User's officer, director, partner or member or upon receipt as shown on the return receipt if sent by certified mail or one day after being sent by overnight courier. Changes in either party's notice address shall be effective if given in the manner set forth above.

25. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of South Carolina.

26. **Non-appropriation.** This Agreement 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 County's performance of any act required by this Agreement, this Agreement will be deemed terminated thirty (30) days following such non-appropriation and written notice thereof.

27. **Relationship of Parties.** The relationship between County and User shall always and only be that of parties dealing at arms length and not as partner or joint venturer. User shall never at any time during the term of this Agreement become the agent of County, and County shall not be responsible for the

acts or omissions of User, its employees, or agents. All employees hired by User are employees of User and not of County. User shall compensate, supervise and discharge said employees. User is responsible to County for any damage caused by an employee or agent of User.

- 28. **Remedies Cumulative.** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies available to either party in law or equity.
- 29. **Waiver.** The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.
- 30. **Successors Bound.** This Agreement shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the Parties.
- 31. **Severability.** If a provision hereof shall be finally declared void or illegal by any court or agency having jurisdiction over the parties to this Agreement, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties; provided, however, if the rights of User have been materially reduced, or any economic burdens upon User or County have been materially increased by the removal of such provision, then the burdened party shall have the right to terminate this Agreement within ten (10) business days of the passage of the final period of appeal of such result.
- 32. **Entire Agreement.** This Agreement contains the entire agreement between the parties and may be modified only by an agreement in writing signed by the Parties.
- 33. **Captions.** Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms of the Agreement.
- 34. **Time of Essence.** Time is of the essence of this Agreement.
- 35. **Counterparts.** This Agreement may be executed in one or more counterparts and as so executed shall constitute a single instrument.

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

**COUNTY:**  
OCONEE COUNTY

**USER:**  
SOUTH CAROLINA FOOTHILLS  
HERITAGE FAIR

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

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

Print Name: T. Scott Moulder

Print Name: \_\_\_\_\_

Its: Oconee County Administrator

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

## EXHIBIT "A"

### Description of Property

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee, Center Township, being known and designated as Tracts 2, 3, and 4, containing approximately 330 acres, more or less, as shown and more fully described on a plat thereof by James G. Hart, Register and Land Surveyor, dated 3/13/89, recorded of even date herein in Plat Book A-45, Page 6, records of the Clerk of Court of Oconee County, South Carolina, and

All that certain piece, parcel or tract of land lying and being situated in the State of South Carolina, County of Oconee, Center Township, being known and designated as Tract 5, containing 66.746 acres, more or less, and is more fully described on a plat thereof prepared by James G. Hart, RSL, dated May 5, 2005 and recorded on August 2, 2005, in Plat Book B-78, at Page 10, records of Oconee County, South Carolina.

EXHIBIT "B"

Concept Plan



**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
RESOLUTION 2011-06**

**A RESOLUTION OF THE OCONEE COUNTY COUNCIL AUTHORIZING THE  
DONATION OF THREE FORD CROWN VICTORIA VEHICLES TO THE  
CITY OF WALHALLA**

**WHEREAS**, Oconee County is no longer utilizing three Ford Crown Victoria vehicles having replaced them with more recent models; and

**WHEREAS**, Oconee County wishes to dispose of the vehicles in accordance with Ordinance 2010-02 "AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V OF THE OCONEE COUNTY CODE OF ORDINANCES PERTAINING TO THE PROCUREMENT POLICIES AND PROCEDURES OF OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO, SECTION 2-445 [c]"; and

**WHEREAS**, Oconee County has received a request from the City of Walhalla to donate three Ford Crown Victoria vehicles to the city; and

**WHEREAS**, donating used vehicles constitutes a public use, in support of a public purpose by further supporting the community; and

**WHEREAS**, donation of these vehicles will require no additional costs or measures on the part of the County, and does not represent any loss to the County, and will contribute positive value to the community.

**NOW, THEREFORE**, it is hereby resolved by Oconee County Council, in meeting duly assembled, on behalf of all Oconee citizens, that:

1. The foregoing preamble is hereby adopted in its entirety by Oconee County Council as findings of fact, supporting this resolution.
2. Oconee County wishes to donate the following three vehicles to the City of Walhalla
  - [1] 2003 Ford Crown Victoria, VIN# 2FAHP71W23X157437
  - [2] 2003 Ford Crown Victoria, VIN# 2FAHP71W23X157440
  - [3] 2004 Ford Crown Victoria, VIN# 2FAFP71W74X13081
3. Should any portion of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.
4. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

**THIS RESOLUTION WILL TAKE EFFECT** immediately upon enactment.

APPROVED AND ADOPTED this 5<sup>th</sup> day of April, 2011.

OCONEE COUNTY, SOUTH CAROLINA

ATTEST:

By: \_\_\_\_\_  
Joel Thrift, Chairman of County Council,  
Oconee County, South Carolina

\_\_\_\_\_  
Elizabeth Hulse, Clerk to Council  
Oconee County, South Carolina

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 5, 2011  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

**ITB 10-20, Pre-Engineered, Pre-Fabricated Steel Detention Cells**

1. Award Bid #10-20 to Steel Cell of North America, of Baldwin, GA, to provide Pre-engineered, Pre-fabricated Steel Detention Cells, not to exceed \$1,595,802.43.
2. Approve assignment of Detention Cell Manufacturer (Steel Cell of North America) contract to Construction Manager at Risk (New South Construction).

**BACKGROUND OR HISTORY:**

On March 1, 2011, Council approved New South Construction, of Atlanta, GA to be the Construction Manager at Risk (hereafter referred to as CMAR) and Wakefield Beasley & Associates and HOK, of Norcross and Atlanta, GA, to be the Architectural/Engineering firm, for the Detention Center Project.

Formal sealed bids were opened, on March 1, 2011, for Steel Detention Cells. Two bids were received, with Steel Cell of North America submitting the lowest bid. Staff requests award of this bid, prior to approval of the final jail design, in order to secure the price of cells at the current steel market price. This will avoid paying steel price increases, which are predicted to occur in the coming months. Actual cell quantities and types will be determined once the jail design is finalized and approved. An optional pricing sheet is attached and will be used to determine the quantity of each cell type (standard, ADA compliant, etc.), based on final jail design. The contract price for detention cells will adhere to the not-to-exceed amount listed herein, regardless of cell types and quantities selected.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Staff recommends award of the detention cell manufacturing contract be assigned to the CMAR, New South Construction.

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

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

**STAFF RECOMMENDATION:**

1. Award Bid #10-20 to Steel Cell of North America, of Baldwin, GA, to provide pre-engineered, pre-fabricated steel detention cells, not to exceed \$1,595,802.43.
2. Approve assignment of Detention Cell Manufacturer (Steel Cell of North America) contract to Construction Manager at Risk (New South Construction).

**FINANCIAL IMPACT:**

This bid is an integral component to the Jail, funded with the issuance of General Obligation Bonds, not to exceed \$17 million dollars for the complete project. The amount of the steel cell contract is included in the previously approved CMAR award, not to exceed \$14,000,000.

**ATTACHMENTS**

1. Bid Tabulation
2. Consultant's Letter of Recommendation

**Reviewed By/ Initials:**

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

**Submitted or Prepared By:**

**Approved for Submittal to Council:**

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

\_\_\_\_\_  
**Mr. T. Scott Moulder, Administrator**



March 24<sup>th</sup>, 2011

*Memorandum*

To: Mr. Scott Moulder  
Oconee County Administrator  
415 South Pine Street  
Walhalla, SC 29691

Subject: Oconee Detention Center Steel Cell Bid Recommendation

Dear Mr. Moulder,

Attached please find the bid results for ITB Bid 10-20, solicitation for Pre-Engineered Pre-Fabricated Steel Detention Cells for the Oconee Detention Facility project. Bids were opened May 1<sup>st</sup>, 2011 by the Oconee Procurement Office with two qualified vendors submitting proposals. Carter Goble Lee and Staff qualified these proposals and validated the references provided.

Based on ITB 10-20 Steel Cell specifications with addendum, and based upon Oconee County Procurement Requisites, the apparent low bidder is Steel Cells of North America of Baldwin Georgia, for \$1,595,802.43. Through design coordinating and reviewing value options with Steel Cells of North America, we are confident this product meets the needs of the future detention center. With this information, it is recommended a cost not to exceed of \$1,595,802.43 for the procurement of the Steel Detention Cells through Steel Cells of North America, Baldwin Georgia.

If you require additional information or have any questions or concerns, please feel free to contact me at 404-557-1002.

Sincerely,

Matt Berberick  
Project Manager  
Carter Goble Lee Companies, LLC

CC: Joe E. Lea, CEO, Carter Goble Lee  
Teara Price, Senior Buyer, Oconee County Procurement  
Robyn Courtright, Procurement Director

I hereby certify that to the best of my knowledge  
this tabulation of bids to be correct.

Approved Budget Ordinance amount for bid item \$  
Budget Code

\_\_\_\_\_  
Procurement Director

<b>Bidders</b>	<b>Meta-Lite, Inc</b>	<b>Steel Cells of North America</b>			
<b>Address</b>	<b>Clifton, NJ</b>	<b>Baldwin, GA</b>			
Add Alternate 1 (Shower)	\$ 21,956.00	\$ 15,247.00			
Add Alternate 2 (ADA Cell)	\$ 22,556.00	\$ 13,995.00			
Add Alternate 3 (ADA Shower)	\$ 25,956.00	\$ 16,052.00			
Delivery Time	35 Weeks	12 Weeks			
Price per cell	\$ 19,556.00	\$ 13,057.00			
Base Bid (116 Cells)	\$ 2,268,496.00	\$ 1,514,612.00			
Sales Tax (6%)	\$ 136,109.76	\$ 90,876.72			
Labor/Installation	-	-			
<b>GRAND TOTAL</b>	<b>\$ 2,404,605.76</b>	<b>\$ 1,605,488.72</b>			

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: April 5, 2011  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

**ITB 10-23 Tire Dumpsite Remediation**

1. Award ITB 10-23, Tire Dump Site Remediation, to Young's General Contracting, Inc., of Poplar Bluff, MO, to perform required services associated with removal and disposal of approximately 12,000 scrap tires located at an unauthorized dumpsite. Estimated award amount is \$66,000 based on price of \$300 per ton.
2. Authorize payment of actual dollar amount, based on \$300 per ton, once all disposal tickets are received.

**BACKGROUND OR HISTORY:**

An unauthorized dumpsite was discovered on Ervin Rodgers Drive, in Walhalla, SC. SCDHEC's Office of Solid Waste Reduction and Recycling is funding this project, since all legal action has been exhausted, including fines, jail time, restitution, etc. Contractor services include removal and proper disposal of scrap tires and materials located at this ten acre site.

On March 22, 2011, formal sealed bids were opened. Four bids were received, with Young's General Contracting, Inc., submitting the lowest bid of \$300.00 per ton. Bidders attended a site visit in order to provide an estimated tonnage for the project which ranged from 125 to 220 tons. The approximate project total (highest estimated tonnage x price per ton) is \$66,000. The project total and tonnage estimate is given for informational purposes only; payment will be \$300 per ton and documented with disposal tickets showing the actual tonnage disposed. This award is submitted for Council's approval based on the highest estimated tonnage. The actual total will not be confirmed until all disposal tickets are reviewed.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

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

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

**STAFF RECOMMENDATION:**

1. Award ITB 10-23, Tire Dump Site Remediation, to Young's General Contracting, Inc., of Poplar Bluff, MO, to perform required services associated with removal and disposal of approximately 12,000 scrap tires located at an unauthorized dumpsite. Estimated dollar amount is \$66,000 based on price of \$300 per ton.
2. Authorize payment of actual dollar amount, based on \$300 per ton, once all disposal tickets are received.

**FINANCIAL IMPACT:**

No County funds will be used for this project. A Waste Tire Grant is funding this project, through SCDHEC's Office of Solid Waste Reduction and Recycling.

**ATTACHMENTS**

1. Bid Tabulation

**Reviewed By/ Initials:**

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

**Submitted or Prepared By:**

**Approved for Submittal to Council:**

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

\_\_\_\_\_  
Mr. T. Scott Moulder, County Administrator

I hereby certify that to the best of my knowledge  
this tabulation of bids to be correct.

Approved Budget Ordinance amount for bid item \$

Budget Code:

\_\_\_\_\_  
Procurement Director

Bidders	Contaminate Control Inc	Northeast Georgia Tire Recyclers	Ridge Recyclers	Young's General Contracting, Inc	
Address	Kannapolis, NC	Hartwell, GA	Johnston, SC	Poplar Bluff, MO	
Addendum 1	Yes	No	Yes	Yes	
Addendum 2	Yes	Yes	Yes	Yes	
Bid Bond	Yes	No	No	Yes	
Estimated Tonnage	132	140-160	125	220	
Job completion time	27 Days	30-45 Days	35 Days	30 Days	
Base Bid (price per ton)	\$ 492.15	\$ 419.00	\$ 596.00	\$ 300.00	
TOTAL Base Bid x 220 (Highest of Estimated Tonnage)	\$ 108,273.00	\$ 92,180.00	\$ 131,120.00	\$ 66,000.00	
Bidders	Kiln Direct/Sumter Transport	Liberty Tire Recycling, LLC			
Address	Sumter, SC	Atlanta, GA			
	No Bid	No Bid			

**AGENDA ITEM SUMMARY**  
**OCONEE COUNTY, SC**  
**COUNCIL MEETING DATE: April 5, 2011**  
**COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Oconee County Medical Plan Renewal

**BACKGROUND OR HISTORY:**

Oconee County operates a self-funded medical plan for employees and retirees. The Plan year runs from May 1<sup>st</sup> thru April 30<sup>th</sup>. The renewal is scheduled for May 1 in order to have the medical plan funding estimate before the budget process is completed. Renewals are addressed at this time of year so that claims information through February can be used to estimate the renewal costs of the Stop-Loss portion of the medical plan. The Stop-Loss is in effect insurance the County purchases to reimburse the County for any individual's claims that exceed a \$75,000 dollar amount during the year. This year our TPA (Benefit Administrators Inc.) received quote from 11 (eleven) different insurance companies to ensure that the County receives the best available price for this coverage which requires up to date information on specific claims. Estimates of claims for the year are based on prior experience and plan design, including wellness initiatives.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The largest cost of the Health Benefit is for the Medical Claims, which vary significantly from year to year. The current plan year from May 1, 2010 to February 28, 2011 has seen an increase in the amount of claims. We believe this is due to the impact of health care reform and several major catastrophic medical issues. Please see attached sheet for a comparison of annual costs.

The new health care legislation will have an impact on our costs in the future; however we still have been unable to quantify that effect at this time, due to no clear direction from the government. We will have several changes to our plan to comply with the new health care regulations. No lifetime maximum benefit on health coverage, no limits on wellness, no preexisting limitations on dependant age 19 or under and dependants may now stay on our plan until age 26.

The County would like to continue with the Nurse Practitioner program. This has provided a valuable benefit to the County employees while reducing medical claims, time away from the job for office visits and with a 9 month return on investment of \$56,772. This program has proven to be a cost effective means of reducing expense and promoting a culture of wellness. We would like to increase the clinic time for (1) extra hour each available day to give the Nurse time to chart records of patients' treated. The cost of this program will increase from \$27,000 to \$35,000 which is included in the estimated cost for 2011-2012.

Regarding retiree premiums, employees with 20 continuous years of service will pay a monthly premium of \$150.00, if the retiree is under age 65 or \$130.59 monthly for retirees age 65 and older. This will allow (6) retirees that qualified with 28 years of continuous service with Oconee County, prior to this action, to maintain monthly premiums at \$32.50, in a grandfather status..

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

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

If no, explain briefly:

*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.*



**STAFF RECOMMENDATION:**

Staff recommends renewal for 2011/20012 plan year with Berkley Life (Option 1), with no change to current level of benefits or premiums.

Staff recommends maintaining the Nurse Practitioner program and requests Council to authorize the administrator to execute renewal of the Nurse Practitioner Service agreement, which includes stated increase of hour.

Staff recommends setting the retiree medical premium at the levels stated.

Staff recommends that the health plan be amended as shown on the attached amendment.

**FINANCIAL IMPACT:**

The cost to the County for the 2011-2012 plan year is estimated to be \$4,308,215.90. This is increase of \$195,320 or 5% from the amount budgeted for the 2010-2011 plan year. The Nurse program will increase \$8,000.

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

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

**ATTACHMENTS**

- Renewal Summary
- Nurse Practitioner Agreement
- Plan Amendment
- (6) Retiree Premium sheet

**Reviewed By/ Initials:**

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

**Submitted or Prepared By:**

**Approved for Submittal to Council:**

\_\_\_\_\_ **Kay Olbon** \_\_\_\_\_  
Department Head/Elected Official

\_\_\_\_\_ **T. Scott Moulder, County Administrator**

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

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

Benefit Administrators, Inc.

**Oconee County**  
5/1/2011  
(Based on Distribution Below)  
Projected Monthly Cost

03/2/11

	Active	Retirees
Single	200	40
Family	228	17

	Current American National			Renewal American National			Option 1 Berkey Life		
	Single	Family	Monthly	Single	Family	Monthly	Single	Family	Monthly
Specific Deductible			75,000			75,000			75,000
Specific Contract			24-12			24-12			24-12
Specific Run-In Limit			N/A			N/A			N/A
Aggregate Contract			24-12			24-12			24-12
Aggregate Run-In Limit			No \$ Limit			No \$ Limit			574,425
Quote Accepted			<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>
Claims & Administrative Fee	13.50	13.50	6,547.50	13.50	13.50	6,547.50	13.50	13.50	3,547.50
Specific Stop Loss Premium	70.64	158.95	50,368.00	66.71	205.50	65,094.84	66.71	158.95	50,776.01
Aggregate Stop Loss Premium	4.82	4.82	1,691.26	4.84	4.97	2,127.16	4.84	4.84	2,071.62
Aggregate Accommodation									
Utilization Review - Medical	1.70	1.70	824.50	1.70	1.70	824.50	1.70	1.70	824.50
PPO Network - Out-of-Network	6.00	6.00	2,868.00	6.00	6.00	2,868.00	6.00	6.00	2,868.00
Broker Fee									
Prescription Cost Admin.									
HRSA Administration									
COBRA Administration	1.20	1.20	513.60	1.20	1.20	513.60	1.20	1.20	513.60
Terminal Liability									
<b>Monthly Billed Fixed Cost</b>	<b>97.06</b>	<b>185.77</b>	<b>62,713.95</b>	<b>118.66</b>	<b>232.75</b>	<b>77,695.40</b>	<b>93.95</b>	<b>191.42</b>	<b>63,300.16</b>
*Health Claims Funding	530.89	1,194.49	378,621.72	594.00	1,336.68	422,579.04	530.83	1,280.96	398,908.88
*Dental Claims Funding		Not Included			Not Included			Not Included	
*Prescription Cost Funding		Included			Included			Included	
*Monthly Disability Funding		Not Included			Not Included			Not Included	
*Vision Funding									
<b>*Recommended Total Funding Level</b>	<b>528.35</b>	<b>1,380.26</b>	<b>441,235.65</b>	<b>712.74</b>	<b>1,569.43</b>	<b>501,244.44</b>	<b>624.78</b>	<b>1,475.38</b>	<b>462,209.04</b>
Document Fee (1)	\$	+ Printing		\$	+ Printing		\$	+ Printing	
Annual Administration Fee (2)	\$			\$			\$		
*Total Fixed Cost (3)	\$	757,567.62		\$	851,984.60	1.24	\$	756,601.62	1.00
*Estimated Attachment Point (4)	\$	4,542,280.64		\$	5,862,948.46	1.12	\$	4,783,908.50	1.05
*Maximum Cost (1+2+3+4)	\$	5,299,828.16		\$	6,014,933.26	1.14	\$	5,546,508.49	1.05
<b>Proposed Funding at 90%</b>	\$	4,669,034.86		\$	4,874,663.85		\$	4,305,216.90	
<b>Total Proposed Funding Plus Fixed</b>	\$	4,640,602.10		\$	5,095,038.43		\$	5,087,817.82	

Signature to Accept Quote

\_\_\_\_\_

# Wellness Center

## Business & Group Health Services



**OCONEE**  
Medical Center

**OCCUPATIONAL**



**OCONEE**  
Medical Center **ENT**

298 Memorial Drive  
Seneca, SC 29672  
Phone (864) 885-7654  
Fax (864) 885-7871

[www.oconeehospital.org](http://www.oconeehospital.org)

This agreement is made and entered into as of April 1, 2011 by and between **Oconee Medical Center** hereinafter designated "**OMC**" and Oconee County hereinafter designated "**Company**".

WHEREAS, OMC has developed and offers, through its Business and Group Health / Wellness Department, certain medical, health education and wellness services to corporations; and

WHEREAS, Company desires to engage OMC to provide certain services as further described in this Agreement to its employees located in Walhalla, South Carolina; and

WHEREAS, Company wishes to have an advance practice registered nurse practitioner (the "Industrial Health Nurse Practitioner") in attendance for the purpose of rendering such services;

WITNESSETH, that for and in consideration of the mutual promises contained herein, it is understood and agreed as follows:

- I. **Services:** OMC shall be responsible for delivering the following services (the "Services"):
  - A. OMC's Business and Group Health / Wellness Department, through the Industrial Health Nurse Practitioner and other personnel assigned by OMC shall assist the Company to provide the following occupational health medical components and programs for its employees:
    - i. A program to promote optimum employee health and prevent illness and injury;
    - ii. The services of the Industrial Health Nurse Practitioner to provide primary and preventative healthcare services under the direction of a physician preceptor for Company's employees and their immediate family members (not to include services related to Newborn care and Well Child Physical Assessments). Services will include:
      - (a) The assessment, evaluation and treatment of acute episodic illnesses and/or injuries (such as sinus infection, sore throat, bronchitis, headache, sprains, strains, etc.);
      - (b) Disease management to improve overall health and to encourage the development of an external relationship with a primary care physician for the management of chronic diseases (such as, hypertension, diabetes, COPD, arthritis, etc.);
    - iii. An assessment of the needs of the Company's employee population along with the work site to plan, implement and evaluate occupational health programs designed to address these needs.
    - iv. Upon request of the Company and under a separate Service Agreement, the Industrial Health Nurse Practitioner and other personnel assigned by OMC Director of Wellness can provide additional occupational health medical components and programs such as:
      - Toxicology screenings,
      - Influenza Vaccine
      - Hepatitis B Vaccine
      - Health Risk Appraisals with follow-up interventions

### 2. **Responsibilities of OMC:**



A. OMC shall be the employer of the Industrial Health Nurse Practitioner, who it shall appoint to coordinate and provide the Services at Company. OMC shall be responsible for administrative and professional supervision of the Industrial Health Nurse Practitioner. The OMC Industrial Health Service Coordinator or designee will have administrative responsibility for the implementation of the Company's Program. While performing the Services, the Industrial Health Nurse Practitioner will coordinate with a Company Designee (as defined herein).

B. OMC shall be responsible for medical direction and oversight of the Services, which will include the provision of a physician preceptor for the Industrial Health Nurse Practitioner, who will be available for consultation and supervision in accordance with licensing standards, provide support in developing policies and procedures to guide delivery of health care services, and review and sign the Industrial Health Nurse Practitioner's clinical protocols and directives at least annually.

C. All OMC personnel providing Services hereunder shall at all times be considered employees of OMC, and shall be covered by OMC's professional liability coverage. OMC shall be responsible and agrees to pay all compensation and related federal, state, and local taxes along with all employer contributions imposed or required under unemployment insurance, social security, disability benefits, worker's compensation and income tax laws for its employees.

D. OMC shall provide such furnishings; equipment and supplies as the Industrial Health Nurse Practitioner and the Company Designee mutually agree are needed to effectuate the Program.

E.. Industrial Health Nurse Practitioner shall be available on-site at the Company's designated location, 5 hours per day, 2 days per week, pursuant to the following schedule:

- Mondays, 8:30 AM – 12:30 PM, clinic open for patient visits
  - 12:30 - 1:30 clinic closed for patient visits, NP continues to call-in prescriptions to pharmacies and document in medical records.
- Thursdays 8:30 AM – 12:30 PM, clinic open for patient visits
  - 12:30 - 1:30 clinic closed for patient visits, NP continues to call-in prescriptions to pharmacies and document in medical records.

Extended hours or reduction of hours will be based on the availability of the Industrial Health Nurse Practitioner, the needs of the Company, and special time constraints such as holidays. The Company's Designee and the OMC Director of Wellness will work together to determine the specific work hours of the Industrial Health Nurse Practitioner.

### **3. Responsibilities of Company:**

- A. Company shall retain sole and exclusive responsibility and liability for compliance with any and all federal, state or local laws, rules, regulations, and ordinances related to workplace safety, employee health and safety, workers' compensation and the like.
- B. Company shall designate an individual who shall be administratively responsible for the Program within the Company (the "Company Designee").
- C. Company shall provide a safe environment and adequate clinical space for the Industrial Health Nurse Practitioner to provide Services under this Agreement. To protect confidential patient information, the clinic area must be secured with lock and key access. The Industrial Health Nurse Practitioner and Company Designee will have access keys. The Company shall

permit the Industrial Health Nurse Practitioner to have access to the common areas of its facility, including parking areas, break rooms and restrooms.

- D. Company shall maintain appropriate comprehensive general liability insurance, workers' compensation insurance and other coverage deemed necessary by Company to adequately insure against liability or loss arising from its corporate operations, including but not limited to the operation of the Program.
- E. Company shall pay to Oconee for the Services the sum of \$35,000 per year payable monthly in equal installments of \$2917 (calculated from \$70 per hour x 10 hours/week fee for 50 weeks per year). All fees shall be paid in advance, on or before the tenth (10<sup>th</sup>) calendar day of the month, prorated for any partial month of service.
- F. Company shall provide the internal and external publicity and communications appropriate to maintain the Program. OMC may provide recommendations as to such publicity and communications.

- 4. **Privacy of Health Information.** The parties acknowledge that certain personal health information created, used or obtained in the performance of Services under this Agreement may be subject to applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 – 191) (“HIPAA”). OMC and the Company will work cooperatively to assure Program compliance with applicable HIPAA rules and regulations and to that end will implement HIPAA compliant forms, policies and procedures for the Company's Program. Company acknowledges that the Industrial Health Nurse Practitioner shall comply with all other state and federal laws concerning patient confidentiality. Such compliance may require an authorization signed by the patient prior to the release of any medical information to any party, including Company Designee.
- 5. **Restrictive Covenant.** Company acknowledges that OMC has expended considerable time, effort and expense in the development of its Industrial Health Services Department and personnel, and to that end, Company agrees that during the term of this Agreement, OMC shall be the exclusive provider of the Services for the Company. Moreover, during the term of this Agreement and for a period of twelve (12) months thereafter, the Company shall not seek to hire, consult with or otherwise employ or contract with any individual who has served as the Company's Industrial Health Nurse during the term of this Agreement.
- 6. **Term and Termination.** The term of this Agreement shall be for a period of one (1) year from the date hereof, and shall renew automatically for additional one (1) year terms unless sooner terminated as provided herein. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, either party may terminate this Agreement for any reason, with or without cause, by giving thirty (30) days advance written notice to the other party at either address shown below.
- 7. **Miscellaneous.** This Agreement sets forth the parties' entire understanding with regard to the provision of Services, and supercedes any and all other written or oral agreements made by the parties as to the subject matter hereof. Any amendment to this Agreement must be made in writing, and signed by both parties to be effective. Any disputes concerning this agreement or the construction thereof shall be settled by construction of South Carolina law, and by a mediator mutually selected by the parties who will hear the dispute in Oconee County, South Carolina or by petition to the Oconee County Circuit Court should the parties be unable to mediate their dispute.

Oconee Medical Center, Incorporated  
298 Memorial Drive  
Seneca, SC 29672

Oconee County Official  
415 South Pine Street  
Walhalla, SC 29691

---

Jeanne L. Ward, President/CEO

---

Oconee County Official

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

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

03-17-2011

	Eff. Date	Premium	Rv.Premium
1. retiree	9/1/2009	\$150.00	\$32.50
2. retiree	3/1/2009	\$313.68	\$166.11
3. retiree	2/1/2007	\$313.68	\$166.11
4. retiree	3/1/2009	\$313.68	\$166.11
5. retiree	5/1/2008	\$150.00	\$32.50
6. retiree	7/1/2009	\$150.00	\$32.50





# Oconee County Boards & Commissions Worksheet



	<b>DX</b>	<b>At Large</b>	<b>Aeronautics Commission</b>	<b>Anderson Oconee Behavioral Health Services Commission</b>	<b>Arts &amp; Historical Commission</b>	<b>Assessment Appeals, Board of</b>	<b>ATAX Commission</b>	<b>Building Codes Appeal Board</b>	<b>Capital Project Advisory Committee</b>	<b>Economic Development Commission</b>
Amsden, Gregory M.	1	Y								
Champion, Alisa McCall	1	Y								
Fuller, Donald A.	1	Y						X		
Kine, Stanley A.	1	Y					X			
Lengyel, Edward J.	1	Y						X	X	
Little, John W.	1	Y								
Lovely, Linda	1	Y								
Lyle, John D.	1	Y								
Macleod, Steven M.	1	Y								
Moore, Steve R.	1	Y								
Rau, John H.	1	Y						X		
Sanders, Jenny	1	Y								
Soper, Phillip	1	Y					X			
Abbott, Julian Randolph	2	Y								
Dunn, Kenneth W.	2	Y								
Graham, William S.	2	Y								
Long, Wanda T	2	Y		X						
Medford, Allen	2	Y	X			X	X	X		X
Owen, Donald A.	2	Y								
Rochester, Matthew T.	2	No						X		
Smith, Charles F.	2	Y								
Watson, Susan D.	2	Y								
Wilbanks, Charles D.	2	Y			X			X		
Adams, Brit	3	Y								X
Alley, Harold Walker	3	Y		X						
Linsin, Larry	3	Y								
Littlefield, Garry	3	Y								
Mead, David W.	3	Y						X		
Roth, Gregory Doug	3	Y								
Taylor, Pricilla H.	3	Y		X	X					X
McKee, Thomas M.	4	y	X							
Caster, William Albert	5	Y								
Chiles, Ronald	5	y	X							
Franks, Rodney	5	Y								
Hamilton, Fred Palmer	5	Y		X						
Hughes, Richard	5	Y								
Mast, Samuel J.	5	Y					X			



	<b>DX</b>	<b>At Large</b>	<b>Aeronautics Commission</b>	<b>Anderson Oconee Behavioral Health Services Commission</b>	<b>Arts &amp; Historical Commission</b>	<b>Assessment Appeals, Board of</b>	<b>ATAX Commission</b>	<b>Building Codes Appeal Board</b>	<b>Capital Project Advisory Committee</b>	<b>Economic Development Commission</b>
Owen, David	<b>5</b>	<b>Y</b>								
Denny, Keith G.		<b>Y</b>						<b>X</b>		

# Oconboards & Commissions Worksheet



	<b>DX</b>	<b>At Large</b>	<b>Emergency Services Commission</b>	<b>Library Board</b>	<b>Planning Commission</b>	<b>PRT Commission</b>	<b>Scenic Highway</b>	<b>Zoning Appeals Board</b>
Amsden, Gregory M.	1	Y			X			
Champion, Alisa McCall	1	Y		X				
Fuller, Donald A.	1	Y						
Kine, Stanley A.	1	Y	X		X			X
Lengyel, Edward J.	1	Y			X			
Little, John W.	1	Y			X			
Lovely, Linda	1	Y			X			X
Lyle, John D.	1	Y			X			
Macleod, Steven M.	1	Y						X
Moore, Steve R.	1	Y	X					
Rau, John H.	1	Y						
Sanders, Jenny	1	Y			X			
Soper, Phillip	1	Y			X			X
Abbott, Julian Randolph	2	Y			X			
Dunn, Kenneth W.	2	Y			X			
Graham, William S.	2	Y			X			
Long, Wanda T	2	Y						
Medford, Allen	2	Y			X	X		X
Owen, Donald A.	2	Y			X			
Rochester, Matthew T.	2	No						
Smith, Charles F.	2	Y			X			X
Watson, Susan D.	2	Y			X			
Wilbanks, Charles D.	2	Y			X	X		X
Adams, Brit	3	Y			X			
Alley, Harold Walker	3	Y						
Linsin, Larry	3	Y			X			
Littlefield, Garry	3	Y			X			
Mead, David W.	3	Y						
Roth, Gregory Doug	3	Y			X			
Taylor, Pricilla H.	3	Y		X				
McKee, Thomas M.	4	y						
Caster, William Albert	5	Y				X		
Chiles, Ronald	5	y		X	X		X	
Franks, Rodney	5	Y	X					
Hamilton, Fred Palmer	5	Y						
Hughes, Richard	5	Y			X			
Mast, Samuel J.	5	Y						



	<b>DX</b>	<b>At Large</b>	<b>Emergency Services Commission</b>	<b>Library Board</b>	<b>Planning Commission</b>	<b>PRT Commission</b>	<b>Scenic Highway</b>	<b>Zoning Appeals Board</b>
Owen, David	<b>5</b>	<b>Y</b>	X					
Denny, Keith G.		<b>Y</b>						

## **Southern Pipeline & Utility**

Physical Address:

5011 Industrial Park Blvd.

Young Harris, GA 30582

Office: 706-896-1417

Fax: 706-896-1427

[southernpipeline@windstream.net](mailto:southernpipeline@windstream.net)

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

Mailing Address:

P.O. Box 208

Hayesville, NC 28904

Re: Oconee County Broadband Project FOCUS

I am writing to give you a status update on our efforts to obtain a bond for this project. Southern Pipeline Utility, Inc has three insurance agencies working to obtain a bond. SPU has provided each agency with all the information they have requested. At their request, SPU engaged an independent CPA firm to Review our December 31, 2010 Financial Statements. That review was completed last week and the reviewed statements were published to the agencies on Friday, April 1<sup>st</sup>.

With a bond of this size, the Bond Underwriters have significant due diligence responsibilities. We have complied with their requests and furnished references, sample contracts and information about our planned job build out. We are now waiting for responses from the agencies and underwriters.

We appreciate your patience and time to accomplish this task. We have worked diligently to secure the bond you have requested and, like you, we are waiting on others to tell us the status of our efforts. We hope to have some answers this week.

Sincerely,

**Terry Stroud**

**Southern Pipeline Utility, Inc.**

5011 Industrial Park Blvd

Young Harris, GA 30582