



OCONEE COUNTY COUNCIL
ABSTENTION FORM

Council Member Name: REG Dexter
(Please Print)

Council Member Signature: Reginald T. Dexter

Meeting Date: 6/18/13

Item for Discussion/Vote: 5/21/13 Minutes

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

I have a personal/familial interest in the issue.

Other: _____

Elizabeth G. Hulse
Elizabeth G. Hulse
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: _____

(Please Print)

Wayne McCall

Council Member Signature: _____

Meeting Date: _____

6/18/13

Item for Discussion/Vote: _____

minutes 6/11/13

Reason for Absention: _____

X

I was not present for original meeting/discussion

_____ I have a personal/familial interest in the issue.

Other: _____

Elizabeth G. Hulse
Clerk to Council

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



PUBLIC COMMENT

SIGN IN SHEET

Tuesday, June 18, 2013

6:00 PM

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

Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker. As stated above, each speaker is restricted to a maximum of four [4] minutes.

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]*.

PRINT Information Below

	FULL NAME	AGENDA ITEM FOR DISCUSSION	NON-AGENDA ITEMS
1	Berry Nichols	Budget	
2	Randy Althrist		
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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.

NOTE: Non Agenda Item matters can be addressed except for those which, due to law or proper protocol, would be inappropriate for public meetings of Council, such as, but not limited to, partisan political activity and/or comments.

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

Public Comment
June 18, 2013
Ordinance 2013-07

Thank you for the opportunity to provide comment tonight regarding ordinance 2013-07. Rarely does an event occur in which virtually everyone involved or associated with it benefits. Ordinance 2013-07 is one of those rare events.

The sale of property in Oconee County's Golden Corner Commerce Park to the Pioneer Rural Water District of Oconee and Anderson Counties delivers the following benefits:

- It "jump starts" development of the county's southern-most commerce park with visible activity, hopefully conveying a level of vitality to other business that may be considering this location.
- It provides an excellent alternative location for an industrial facility that was inappropriately planned in an area completely surrounded by residential building lots and homes.
- It allows Pioneer to continue with their project in light of the fact that their vested rights for the initial location expired without renewal. Now zoned "lake residential", the initial site can no longer be used for a water treatment plant.
- It helps demonstrate the wisdom of economic development planning through the recovery of funds spent to acquire the commerce park property, and supporting the growth of commercial development and jobs.
- It supports the vision of planned growth by encouraging the consolidated placement of commercial activities in designated locations.

Clearly, this is the definition of a "win-win" situation. I would like to publicly thank District five's representative, Reg Dexter for his early support and endorsement of the plan to locate Pioneer's water treatment plant in the Golden Corner Commerce Park. Ordinance 2013-07, which would never have gotten this far without his support, will have a direct positive impact on hundreds of south Oconee property owners who would have been negatively impacted by Pioneer's poorly thought out initial plans. With the passage of this ordinance, everyone including the county, Pioneer, and hundreds of residents, win.

Thank you for your support, and I encourage you to pass this ordinance on third and final reading this evening.









PUBLIC HEARING

SIGN IN SHEET

Oconee County Council Meeting

DATE: June 18, 2013

6:00 p.m.

Ordinance 2013-07 "AN ORDINANCE AUTHORIZING THE TRANSFER AND CONVEYANCE OF CERTAIN REAL PROPERTY; AND OTHER MATTERS RELATED THERETO"

Ordinance 2013-11 "AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF WALHALLA FOR THE ADMINISTRATION AND ENFORCEMENT OF BUILDING CODES WITHIN THE CITY OF WALHALLA; TO AUTHORIZE OCONEE COUNTY BUILDING CODE PERSONNEL TO ADMINISTER AND ENFORCE BUILDING CODES WITHIN THE CITY OF WALHALLA; TO AMEND ARTICLE II, ENTITLED *REGULATORY CODES*, OF CHAPTER 6, ENTITLED *BUILDINGS AND BUILDING REGULATIONS*, OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, SO AS TO PROVIDE FOR THE AUTOMATIC ADOPTION OF THE LATEST EDITION OF CERTAIN INTERNATIONAL AND NATIONAL CODES APPROVED BY THE SOUTH CAROLINA BUILDING CODES COUNCIL OR THE APPROPRIATE AUTHORITY; AND OTHER MATTERS RELATED THERETO"

Ordinance 2013-12 "AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF WEST UNION FOR THE ADMINISTRATION AND ENFORCEMENT OF BUILDING CODES WITHIN THE TOWN OF WEST UNION; TO AUTHORIZE OCONEE COUNTY BUILDING CODE PERSONNEL TO ADMINISTER AND ENFORCE BUILDING CODES WITHIN THE TOWN OF WEST UNION; AND OTHER MATTERS RELATED THERETO"

Ordinance 2013-13 "AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF WESTMINSTER FOR THE ADMINISTRATION AND ENFORCEMENT OF BUILDING CODES WITHIN THE CITY OF WESTMINSTER; TO AUTHORIZE OCONEE COUNTY BUILDING CODE PERSONNEL TO ADMINISTER AND ENFORCE BUILDING CODES WITHIN THE CITY OF WESTMINSTER; AND OTHER MATTERS RELATED THERETO"

Ordinance 2013-15 "AN ORDINANCE AUTHORIZING THE TRANSFER OF EASEMENTS FOR INGRESS, EGRESS AND UTILITIES ACROSS CERTAIN OCONEE COUNTY REAL PROPERTY AND AUTHORIZING THE EXECUTION AND DELIVERY OF AGREEMENTS RELATED TO THE SAME; AND OTHER MATTERS RELATED THERETO"

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.

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



PUBLIC HEARING

SIGN IN SHEET

Oconee County Council Meeting

DATE: June 18, 2013

6:00 p.m.

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

Ordinance #	2013-07	2013-11	2013-12	2013-13	2013-15
1. GLEN MCPHEETERS	X				
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**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2013-15**

A RESOLUTION TO APPROVE MODIFICATIONS TO THE OCONEE COUNTY HEALTH INSURANCE PLAN AND ADOPT RETIREE HEALTH INSURANCE PLAN GUIDELINES

WHEREAS, Oconee County (the "County") acting by and through the Oconee County Council ("County Council") currently pays a percentage of the total cost of health benefits for certain retirees of Oconee County Government and desires to share cost increases of such benefits with current and future retirees who are qualified by twenty (20) or more years of consecutive full-time service for Oconee County Government; and

WHEREAS, all current (as of the date of this resolution) retirees are grandfathered as eligible for the Retiree Health Benefit Plan described herein (the "Plan"); and

WHEREAS, all current employees of Oconee County with twenty (20) or more years of consecutive full-time service to Oconee County as of December 31, 2013 are hereby declared grandfathered ("Grandfathered") as potentially eligible for the Plan upon retirement; and

WHEREAS, the County desires to contribute a monthly subsidy to all currently Grandfathered retirees if and when they reach 65 years of age and to all current employees who are Grandfathered hereby if and when they retire and reach the age of 65 or attain eligibility for Medicare, whichever occurs later; and

WHEREAS, increases to the cost of the Plan will depend upon actual costs and will be based upon prevailing Consolidated Omnibus Budget Reconciliation Act (COBRA) rates; and

WHEREAS, due to the increasing financial burden of the Plan, Oconee County approved Plan Amendment 4-2012 which discontinued all participation in the Plan for employees whose date of hire is on or after July 1, 2010; and

WHEREAS, Oconee County approved Resolution R2013-09 to modify the Retiree Health Benefit Plan on May 7th, 2013 and this modification included an error; and

WHEREAS, this resolution is necessary to repeal R2013-09 in its entirety and supersedes and replaces R2013-09; and

WHEREAS, the changes contained herein will supersede and replace those sections of the provisos to the annual Oconee County Budget Ordinance 2013-01 pertaining to the Retiree Health Plan, duly adopted June 18th, 2013 and will become effective on January 1, 2014; and

WHEREAS, due to current and projected budget constraints these Plan modifications are necessary to keep this important retiree benefit fiscally manageable:

NOW THEREFORE IT IS HEREBY RESOLVED BY OCONEE COUNCIL, IN MEETING DULY ASSEMBLED THAT:

1. The preamble of this resolution is hereby adopted in its entirety, as findings of fact of Oconee County Council.
2. The Oconee County Council hereby approves and adopts the Oconee County Retiree Health Benefit Plan guidelines set forth in Attachment (A), hereto, which is hereby incorporated by reference as fully as if set forth verbatim herein.
3. The Oconee County Council hereby approves and adopts the Oconee County Retiree Health Benefit Plan guidelines set forth in Attachment A, hereto, which is hereby incorporated by reference as fully as if set forth verbatim herein.
4. The Oconee County Retiree Health Benefit Plan, including all revisions thereto, up to and including those contained herein and in Attachment A will be set forth, in their entirety, in the provisos of the Oconee County Budget Ordinance and attachments thereto.
5. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable 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.
6. All orders, resolutions and enactments of Oconee County Council inconsistent herewith are to the extent of such inconsistency only, hereby repealed, revoked and rescinded.
7. This Resolution shall take effect and be in full force and effect after enactment by Oconee County Council.

APPROVED AND ADOPTED this 18th day of June, 2013.

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.

ATTACHMENT A
TO RESOLUTION R2013-15
MODIFICATIONS TO RETIREE HEALTH BENEFIT PLAN (THE "PLAN")
EFFECTIVE JANUARY 1, 2014

1. Current Oconee County paid health benefit coverage for retirees under the Oconee County Employee Health Plan shall cease when the covered retiree or spouse, respectively, becomes Medicare eligible. This change becomes effective January 1, 2014, at which time the County will begin to contribute \$150 (\$300 monthly, if married and the spouse is covered, as described herein) on the first banking day of each month into a Health Reimbursement Account for the retiree to purchase a Medicare supplemental insurance plan, or to use for payment of out-of-pocket qualifying medical expenses. This monthly subsidy will increase annually by the lower of CPI-U (Consumer Price Index All Urban Consumers) on a September over September comparison basis, or 3% per year. This change applies to current retirees and Grandfathered Employees (as defined below) only.
2. Grandfathered Employees are defined as current employees of Oconee County who will have over twenty (20) consecutive years of Oconee County service as of December 31, 2013. Grandfathered Employees who retire prior to age 62 will be eligible for the monthly indexed subsidy described in paragraph 4, below, to be adjusted by the lessor of 3 % or the Consolidated Omnibus Budget Reconciliation Act (COBRA) rate increase up to age 65. Spouses are eligible for same level of subsidy as the Grandfathered Employee provided the spouse is on the employee's plan at the time of retirement and all applicable retiree health benefit plan contributions are paid on a timely basis.
3. Upon retirement, Grandfathered Employees will be eligible for the same retiree health benefits as described in this plan under items 1 and 2 as of January 1, 2014.
4. Non - Medicare Retirees over the age of 62:
 - a) County's explicit subsidy will partially offset the average cost of single-person coverage.
 - b) County's explicit subsidy will equal \$550/month in 2014, and will increase by the lessor of 3.0% or the COBRA rate increase each year.
 - c) Change applies to current and future retirees effective 11/1/2014.
5. Non-grandfathered employees are defined as current employees prior to July 1, 2010, who complete 20 years of consecutive service for Oconee County.
 - a) Non-grandfathered employees will not be eligible for the spousal subsidy described herein upon retirement.
 - b) Non-grandfathered employees who retire prior to age 62 will be eligible for a \$300 per month indexed subsidy up to age 62. This monthly subsidy will increase annually by the lower of CPI-U (Consumer Price Index All Urban Consumers) on a September over September comparison basis or 3% per year.
 - c) Non-grandfathered employees who retire and have attained the age of 62 will be eligible for a \$550 per month indexed subsidy to be adjusted by the lessor of 3% or the COBRA rate increase, up to age 65.
 - d) County paid health insurance coverage ceases for non-grandfathered retirees when the retiree becomes Medicare eligible.
6. Prior to attaining age 65 or becoming Medicare eligible, any retiree who has 20 consecutive years of Oconee County service and declined coverage may re-enroll in the Plan at any time in the future at an open enrollment period provided they maintained continuous coverage with a break in coverage no longer than 63 days at any given time under another health benefit plan or health insurance plan. Once entering the Plan, the rules and regulations described herein will apply to such retiree.

**Oconee County Government
Retiree Health Plan Guidelines
Including Changes Effective on 1/1/2014**

Oconee County Government began contributing to retiree health benefits (the "Retiree Health Benefit Plan" or "Plan") on the behalf of employees on January 1, 1985. Several amendments to the County's Plan guidelines have occurred since that time; however nothing in these Plan amendments permits or affords grandfathering eligibility for any individual other than those outlined explicitly in these current guidelines. For all groups identified in these guidelines, **only** actual Oconee County service is considered for the purposes of determining contribution percentages by Oconee County. **No purchased service time of any kind will be considered for any group for purposes of these guidelines or retiree health benefits from Oconee County.**

Oconee County offers certain limited retiree health insurance benefits to those retirees with a hire date prior to July 1, 2010 ("7-1-2010"), and who have twenty (20) or more years of continuous service with Oconee County as of December 1, 2013 (the "Grandfathered" employees), who meet the criteria specified below. This Plan as presented is subject to change and the County's ability to fund this benefit can be impacted by fiscal challenges and legislative changes. **DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN AS DESCRIBED HEREIN MAY BE DEEMED NON-SUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH INSURANCE GUIDELINES DESCRIBED HEREIN OR OTHERWISE ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) IS "AT WILL" AND THAT NO OCONEE COUNTY EMPLOYEE (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) HAS AN EMPLOYMENT AGREEMENT OR CONTRACT, AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING, WITHOUT LIMITATION, THOSE DESCRIBED IN THE PLAN IS ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.**

Employees hired after 6-30-2010 **will not be** eligible to participate in the Retiree Health Benefit Plan upon their retirement; the County will **not** pay any portion of their retiree health benefits and they will **not** be eligible to receive any County subsidy for the purposes of retiree health costs.

The following changes apply to current retirees and grandfathered (is described herein, only) employees who become retirees on or after the effective date of January 1, 2014 ("1-1-2014").

Section 1: Covered Grandfathered Retirees; Current Grandfathered Employees; and Past Employees who have 20 Continuous Years of Service with Oconee County as of 12/31/2013 – Medicare Eligible (Post 65)

Retiree Medicare Eligible (Post 65 years old)	Amount of Subsidy
Applies to current and future retirees w/20 years of service as of 12/31/13**	\$150/monthly (\$300 monthly if married and spouse is covered by employee's medical coverage) (subsidy would increase at the lesser of 3.0% or CPI-U (the Consumer Price Index for All Urban Consumers) increase each year (soft cap)***

****Retiree will be removed from County insurance plan and offered a subsidy once the retiree reaches age 65 or otherwise becomes Medicare eligible, whichever comes later. ****

*****Spouses with medical coverage in effect as of January 1, 2014 may continue to be covered as long as the retiree is eligible under the Plan and all applicable retiree contributions are paid on a timely basis. The spouse will no longer be eligible for participation in the Retiree Health Benefit Plan once they become Medicare eligible. However, the spouse would be eligible for the monthly subsidy as long as they have been continuously covered under the plan and all applicable retiree contributions have been paid on a timely basis. Should coverage on the spouse be terminated at any time after the date of retirement of the retired employee, the spouse will not be eligible for re-enrollment; however, COBRA continuation coverage may be available.**

Section 2: Covered Grandfathered Retirees; Current Grandfathered Employees; and Past Grandfathered Employees who have 20 Continuous Years of Service with Oconee County as of December 31, 2013 who are not 65 years old:

Retiree Non-Medicare Eligible (Younger than 65)	Amount of Subsidy
Applies to current and future retirees w/20 years of service as of 12/31/13**	\$550/monthly (\$1,100 monthly if married and spouse is covered) (subsidy would increase annually at the lesser of 3.0% or the prevailing COBRA rate increase each year)***

****Retiree will be removed from County insurance plan and provided with a subsidy once the retiree reaches age 65 or otherwise becomes Medicare eligible, whichever occurs later. Retiree will share in the cost of future benefit plan cost increases. ****

*****Spouses with medical coverage in effect as of January 1, 2014 may continue to be covered as long as the retiree is eligible under the Plan and all applicable retiree contributions are paid. The spouse will no longer be eligible for participation in the Retiree Health Benefit Plan once they become Medicare eligible. However, they would be eligible for the monthly subsidy as long as they have been continuously covered under the Plan and all applicable premiums or retiree contributions have been paid on a timely basis. Should coverage on the spouse be terminated at any time after the date of retirement of the retired employee, the spouse will not be eligible for re-enrollment; however, COBRA continuation coverage may be available.**

Section 3: Non-Grandfathered Retirees who otherwise qualify for retiree benefits under the eligibility provisions of this Plan because of 20 Continuous Years of Service with Oconee County and who are 65 years of age and are Medicare Eligible (Post 65) will not be eligible to participate in County's Health Plan or Retiree Health Benefit Plan and will not receive a monthly subsidy.

Section 4: Non-Grandfathered Retirees who otherwise qualify for retiree benefits under the eligibility provisions of this Plan who have at least Twenty (20) Continuous Years of Service with Oconee County and who are 62 years of age but who are not yet Medicare eligible will be eligible to participate in Oconee's Retiree Health Benefit Plan as follows:

Retiree Non-Medicare Eligible who are at least 62 years of age (Pre- 65)	Amount of Subsidy
Applies to current and future non-grandfathered retirees who were employed by Oconee County on or after July 1, 2010 who also have at least 20 years of continuous service with Oconee County.**	\$550/monthly (annual increase in subsidy would increase at the lesser of 3.0% or the prevailing COBRA rate increase each year.***

****Retiree will be removed from County Retiree Health Benefit Plan once the retiree reaches age 65 or otherwise becomes Medicare eligible, whichever occurs later. Retirees will share in the cost of future benefit Plan increases until such removal. ****

*****Only employees who retire after twenty (20) or more years of continuous service to Oconee County may participate in the health Plan upon retirement. A spouse will not be eligible for the Retiree Health Benefit Plan; however, COBRA continuation coverage may be available. *****

Section 5: Non-Grandfathered Retirees who otherwise qualify for retiree benefits under the eligibility provisions of this Plan who retire prior to age 62 with 20 or more years of continuous service to Oconee County will be eligible for the following benefits:

Non-Grandfathered Retiree who is younger than 62 years of age	Amount of Subsidy
Applies to current and future non-grandfathered retirees who were employed by Oconee County on or after July 1, 2010 who also have at least 20 consecutive years of service with Oconee County. **	\$300/monthly (subsidy would increase annually at the lesser of 3.0% or CPI- U (the Consumer Price Index for All Urban Consumers) increase each year) ***

****Retiree will be removed from County Retiree Health Benefit Plan once the retiree reaches age 65 or otherwise becomes Medicare eligible, whichever occurs later. Retirees will share in the cost of future benefit plan increases until such removal. ****

*****Only non-grandfathered employees who retire with twenty (20) or more years of continuous service to Oconee County may participate in the health Plan upon retirement. A spouse will not be eligible for the health insurance Plan or retirement benefit Plan; however, COBRA continuation coverage may be available. *****

PLAN SUSTAINABILITY

Oconee County offers certain limited retiree health benefits to employees who were hired prior to 7-1-2010 and have been employed with Oconee County for twenty (20) continuous years of service at the time of retirement. However, rising costs and legislative changes have resulted in changes to this plan, such as the discontinuance of the retiree Plan for employees hired subsequent to 6/30/2010, and may in the future affect the County's ability to continue this benefit. This plan as presented is subject to change in the sole discretion of the County, and the County's ability to fund this benefit can and will be impacted by budget challenges.

Oconee County offers certain limited retiree health insurance benefits to those retirees with a hire date prior to July 1, 2010 ("7-1-2010"), and who have twenty (20) or more years of continuous service with Oconee County as of December 1, 2013 (the "Grandfathered" employees), who meet the criteria specified below. This Plan as presented is subject to change and the County's ability to fund this benefit can be impacted by fiscal challenges and legislative changes.

DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN AS DESCRIBED HEREIN MAY BE DEEMED NON-SUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH INSURANCE GUIDELINES DESCRIBED HEREIN OR OTHERWISE ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) IS "AT WILL" AND THAT NO OCONEE COUNTY EMPLOYEE (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) HAS AN EMPLOYMENT AGREEMENT OR CONTRACT, AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING, WITHOUT LIMITATION, THOSE DESCRIBED IN THE PLAN IS ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.

ATTACHMENT (B) TO ORDINANCE 2013-01

Oconee County, South Carolina

Fees Schedule

2013-2014 Budget

Description	Rate	FY 2013 Fees	FY 2014 Fees
General County Fees			
(Applicable to all departments, unless otherwise noted within the Departmental Fees below.)			
Copies			
8.5 X 11	Per Page	\$0.25	\$0.25
8.5 X 14	Per Page	\$0.50	\$0.50
11 X 17	Per Page	\$0.50	\$0.50
County Road Maps			
County Road Map (Less Than 50)	Per Map	\$2.00	\$2.00
County Road Map Bulk (50 or More)	Per Map	\$1.50	\$1.50
Departmental Fees			
Animal Control			
Dog Adoption Fee	Per Dog	\$75.00	\$75.00
Cat Adoption Fee	Per Cat	\$65.00	\$65.00
Horse Adoption Fee	Per Horse	\$100 - \$200	\$100 - \$200
Quarantine Fee		\$60.00	\$60.00
Owner Pick-Up Fee - Cat or Dog		\$10.00	\$10.00
Boarding Fee - Cat or Dog	Per Day	\$5.00	\$5.00
Owner Pick-Up Fee - Large Animal		\$20.00	\$20.00
Boarding Fee - Large Animal	Per Day	\$10.00	\$10.00
Airport			
T-Hanger Rental Rates	Per Month	\$145.00	\$145.00
1998 T-Hangars A, B, and Box D (27)	Per Month	\$225.00	\$225.00
New T-Hangars E (8)	Per Month	\$ -	\$250.00
Aircraft Tie-Down Rate	Per Month	\$30.00	\$30.00
Long-Term Parking Fee	Per Month, Per Vehicle	\$10.00	\$10.00
After Hour Callout Fee		\$80.00	\$80.00
Ramp Fee - Transient Business Planes Over 15,000 Pounds		\$50.00	\$50.00
Airport customers with an Oconee Airport based corporate aircraft who purchase 150 or more gallons of Jet A fuel at one time will receive a \$0.10 per gallon discount off the County Airport's normal retail price for the Jet A Fuel.		\$ -	\$0.10 reduction for 150 gallons or more (only corporate aircraft based at Oconee's Airport)
Airport customers who purchase 200 gallons or more of Jet A Fuel at one time will receive a \$0.10 per gallon discount off the County Airport's normal retail price for the Jet A Fuel.		\$ -	\$0.10 reduction for 200 gallons or more

ATTACHMENT (B) TO ORDINANCE 2013-01

Oconee County, South Carolina

Fees Schedule

2013-2014 Budget

Description	Rate	FY 2013 Fees	FY 2014 Fees
Auditor			
Temporary Tags		\$5.00	\$5.00
Building Codes			
<i>(See Section 12 of Provisos to the Oconee County Budget for this year)</i>			
All Buildings and Mechanical Trades \$10,000 or Less		\$50.00	\$50.00
All Buildings and Mechanical Trades \$10,000 and Up		\$50.00 + \$4.00 for each additional \$1,000 or fraction thereof	\$50.00 + \$4.00 for each additional \$1,000 or fraction thereof
Farm Exempt Structures		\$50.00	\$50.00
Manufactured Homes			
Set-Up Permit (Includes County Decal)		\$100.00	\$100.00
Decal Only		\$20.00	\$20.00
Manufactured Home De-Title Fee			\$40.00
Inspections			
Manufactured Home Moving Permit		\$20.00	\$20.00
Moving Permits (Structures Other Than Manufactured Homes)		\$50.00	\$50.00
Demolition Inspection Fee		\$50.00	\$50.00
Swimming Pool Inspections			
Commercial Pools		\$500.00	\$500.00
Single Family Residence Pools		\$100.00	\$100.00
Sign Fees			
Less Than 75 Square Feet		no fee	no fee
75 Square Feet to 200 Square Feet		\$100.00	\$100.00
Greater Than 200 Square Feet		\$300.00	\$300.00
Penalties			
<i>(Where work for which a permit is required by this Ordinance is started prior to obtaining said permit, the applicable fee shall be doubled.)</i>			
Re-Inspection Fee - Shall be charged if an inspection is scheduled and the work is not ready when the inspector arrives.		\$50.00	\$50.00
Stop Work Order Fee - Shall be charged if the inspector issues a stop work order.		\$50.00	\$50.00
Commercial Plan Review Fee		1/2 of building permit fee	1/2 of building permit fee
County Council			
Audio CD/Cassette	Per Event	\$5.00	\$5.00

ATTACHMENT (B) TO ORDINANCE 2013-01
Oconee County, South Carolina
Fees Schedule
2013-2014 Budget

Description	Rate	FY 2013 Fees	FY 2014 Fees
Delinquent Tax Collector			
Administrative Fee		\$10.00	\$10.00
GIS			
Custom Production - Billed in 1/2 Hour Increments	Per Hour	\$30.00	\$30.00
Roads Directory - Microsoft Access Database CD	Per CD	\$20.00	\$20.00
Custom Scan and Prints	Per Hour	\$30.00	\$30.00
GIS A - 8.5 X 11		\$3.00	\$3.00
GIS B - 8.5 X 14		\$5.00	\$5.00
GIS C - 18 X 24		\$6.00	\$6.00
GIS D - 24 X 36		\$7.00	\$7.00
GIS E - 36 X 48		\$8.00	\$8.00
Tax Map Grid with Roads		\$3.00	\$3.00
Voting Precincts and Council Districts		\$3.00	\$3.00
Library			
Overdue Fines			
Books, Magazines, or Music CD's - Up to a Maximum of \$2.00 Per Book, Magazine, or Music CD	Per Day	\$0.10	\$0.10
Videos and DVD's - Up to a Maximum of \$6.00 Per Item	Per Day	\$1.00	\$1.00
Items Borrowed Through Inter-Library Loan	Per Day, Per Item	\$0.50	\$0.50
Miscellaneous			
Lost Materials - Books, CD's, Videos, etc.		original price of item	original price of item
South Carolina Room Research (By Mail or E-Mail)		\$5.00 + price of photocopies	\$5.00 + price of photocopies
Lost Library Cards		\$2.00	\$2.00
Black and White Prints		\$0.25	\$0.25
Color Prints		\$0.50	\$0.50
Out of County Card	Annually *	\$50.00	\$50.00
<i>* Not charged to patrons from Anderson and Pickens Counties who are in good standing with their libraries, or individuals who work or own property in Oconee County.</i>			
Map Room			
Custom Scan and Prints			
GIS A - 8.5 X 11		\$3.00	\$3.00
GIS B - 11 X 17		\$5.00	\$5.00

ATTACHMENT (B) TO ORDINANCE 2013-01

Oconee County, South Carolina

Fees Schedule

2013-2014 Budget

Description	Rate	FY 2013 Fees	FY 2014 Fees
GIS C - 18 X 24		\$6.00	\$6.00
GIS D - 24 X 36		\$7.00	\$7.00
GIS E - 36 X 48		\$8.00	\$8.00
Layout, Chickasaw Point		\$3.00	\$3.00
Layout, Foxwood Hills		\$3.00	\$3.00
Tax Map Grid with Roads		\$3.00	\$3.00
Voting Precincts and Council Districts		\$3.00	\$3.00
Parks, Recreation and Tourism			
Admission Fees (All Parks)			
Daily Parking	Per Vehicle	\$2.00	\$2.00
Daily Parking	Per Boat and Trailer	\$5.00	\$5.00
Annual Pass - Calendar Year (Oconee County Residents)		\$25.00	\$25.00
Annual Pass - Calendar Year - Discounted for Senior Citizen (62+ Years Old), Legally Disabled, and Veterans		\$15.00	\$15.00
Annual Pass - Calendar Year - Out of County, South Carolina Residents		\$50.00	\$50.00
Annual Pass - Calendar Year - Discounted for Senior Citizen (62+ Years Old), Legally Disabled, and Veterans		\$40.00	\$40.00
Camping (All Parks)			
Oconee County Resident	Per Night	\$15.00	\$15.00
Non-Resident	Per Night	\$20.00	\$20.00
Waterfront Site - Oconee County Resident	Per Night	\$20.00	\$20.00
Waterfront Site - Non-Resident	Per Night	\$25.00	\$25.00
Winter Camping Rate (November 1 - February 28)	Per Night	\$12.00	\$12.00
<i>All campers must have current license plates.</i>			
<i>No site may be occupied for more than thirty (30) days.</i>			
Building Reservations (All Parks)			
<i>A security deposit is required, but refundable if facility and area left clean.</i>			
Recreation Building - 1 to 100 People	1/2 Day	\$50.00	\$50.00
Recreation Building - 101 to 150 People	1/2 Day	\$100.00	\$100.00
Recreation Building - 151 to 200 People	1/2 Day	\$175.00	\$175.00
Recreation Building - 201 to 300 People	1/2 Day	\$275.00	\$275.00
Recreation Building - 301 or More People	1/2 Day	\$450.00	\$450.00
Picnic Shelters			
Chau Ram Park			
PiShelter #1 - Maximum Number of 36 People	1/2 Day	\$30.00	\$30.00
Shelter #2 - Maximum Number of 36 People	1/2 Day	\$30.00	\$30.00

ATTACHMENT (B) TO ORDINANCE 2013-01

Oconee County, South Carolina

Fees Schedule

2013-2014 Budget

Description	Rate	FY 2013 Fees	FY 2014 Fees
Shelter #3 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Gazebo #1 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Gazebo #2 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
South Cove Park			
Pavilion	1/2 Day	\$50.00	\$50.00
High Falls Park			
Shelters - 1 to 50 People	1/2 Day	\$30.00	\$30.00
Shelters - 51 to 75 People	1/2 Day	\$40.00	\$40.00
Shelters - 76 to 100 People	1/2 Day	\$60.00	\$60.00
Shelters - 101 to 150 People	1/2 Day	\$80.00	\$80.00
Weddings and Rehearsals			
Weddings	1/2 Day	\$250.00	\$250.00
Weddings	Full Day	\$500.00	\$500.00
Rehearsal Dinners and Receptions (For Off-Site Weddings)			
Less Than 100 People	1/2 Day	\$100.00	\$100.00
Less Than 100 People	Full Day	\$200.00	\$200.00
101 or More People		see recreation building rates	see recreation building rates
Miscellaneous			
Tennis	Per Hour to Reserve	\$5.00	\$5.00
Miniature Golf	Per Game	\$3.00	\$3.00
Softball Field	Per Hour to Reserve	\$5.00	\$5.00
Volleyball	Per Hour to Reserve	\$5.00	\$5.00
Planning			
Subdivision Review - Minor Subdivision, Less Than 4 Units		\$50.00	\$50.00
Subdivision Review - Minor Subdivision 4 to 10 Units		\$50 + \$10 per unit	\$50 + \$10 per unit
Subdivision Review - Major Subdivision		\$100 + \$10 per unit	\$100 + \$10 per unit
Subdivision Variance - Individual Parcel/Unit		\$50 + cost of required advertising	\$50 + cost of required advertising
Variances and Special Exception Fees for All Developments of 2 or More Parcels/Units		\$100 + cost of required advertising	\$100 + cost of required advertising
Communication Towers - New Build and Collocate		\$1,000.00	\$1,000.00
Group Homes		\$50.00	\$50.00

ATTACHMENT (B) TO ORDINANCE 2013-01

Oconee County, South Carolina

Fees Schedule

2013-2014 Budget

Description	Rate	FY 2013 Fees	FY 2014 Fees
Sexually Oriented Business	Annual Fee	\$1,000.00	\$1,000.00
Sexually Oriented Business Employee	Per Employee	\$25.00	\$25.00
Sign Permit - Billboard		\$100.00	\$100.00
Tattoo Facilities		\$1,000.00	\$1,000.00
All Other Non-Zoning Variances		\$50 + cost of required advertising	\$50 + cost of required advertising
All Other Non-Zoning Special Exceptions		\$50+ cost of required advertising	\$50+ cost of required advertising
NEW FEE - All Other Appeals to Planning Commission or Board of Zoning Appeals		N/A	\$50 + cost of required advertising
Pre-Bound Document - Less Than 50 Pages		\$5.00	\$5.00
Pre-Bound Document - Greater Than 50 Pages	Per Page	\$5.00 + \$0.10 per page	\$5.00 + \$0.10 per page
Documents on CD		\$1.00	\$1.00
Maps - 8.5 X 11	Each	\$3.00	\$3.00
Maps - 18 X 24	Each	\$5.00	\$5.00
Maps - 24 X 36	Each	\$7.00	\$7.00
Maps - 36 X 48	Each	\$8.00	\$8.00
Custom Mapping - Planning and Zoning Projects Only	Per Hour	\$30.00	\$30.00
Probate			
Estate and Conservatorship Fees			
<i>In estate and conservatorship proceedings, the fee shall be based upon the gross value of the decedent's probate estate or the protected person's estate as shown on the inventory and appraisal as follows:</i>			
(1) Property Valuation Less Than \$5,000		\$25.00	\$25.00
(2) Property Valuation of \$5,000.00 But Less Than \$20,000		\$45.00	\$45.00
(3) Property Valuation of \$20,000.00 But Less Than \$60,000		\$67.50	\$67.50
(4) Property Valuation of \$60,000.00 But Less Than \$100,000		\$95.00	\$95.00
(5) Property Valuation of \$100,000.00 But Less Than \$600,000		\$95.00 + 0.15 of one percent of the property valuation between \$100,000 and \$600,000	\$95.00 + 0.15 of one percent of the property valuation between \$100,000 and \$600,000

ATTACHMENT (B) TO ORDINANCE 2013-01

Oconee County, South Carolina

Fees Schedule

2013-2014 Budget

Description	Rate	FY 2013 Fees	FY 2014 Fees
(6) Property Valuation of \$600,000.00 or Higher Amount		Set forth in item (5) above + 0.25 of one percent of the property valuation above \$600,000	Set forth in item (5) above + 0.25 of one percent of the property valuation above \$600,000
Filing Affidavit for Collection of Personal Property Under Section 62-3-1201, the Fee Pursuant to Items (1) Through (6) Above Based Upon Property Valuation Shown		See items (1) through (6) above	See items (1) through (6) above
Filing Affidavit for Collection of Personal Property Where the Property Valuation Is Less Than \$100.00		\$12.50	\$12.50
Filing Initial Petition In Any Action or Proceeding Other Than Items (1) Through (6) Above, Same Fee as Charged for Filing Civil Actions In Circuit Court		\$150.00	\$150.00
Issuing Certified Copy		\$5.00 + \$0.25 per page copy fee	\$5.00 + \$0.25 per page copy fee
Issuing Exemplified/Authenticated Copy		\$20.00	\$20.00
Filing Demands for Notice		\$5.00	\$5.00
Filing Conservatorship Accountings		\$10.00	\$10.00
Filing Conservatorship Orders		\$5.00	\$5.00
Recording Authenticated or Certified Record		\$20.00	\$20.00
Reopening Closed Estates		\$22.50	\$22.50
Appointment of Special, Temporary or Successor Personal Representative		\$22.50	\$22.50
Filing and Indexing Will Under Section 62-2-901		\$10.00	\$10.00
Certifying Appeal Record		\$10.00	\$10.00
Marriage Fees			
Marriage License - Domestic Violence Fund Fee/Each Marriage Application (State)		\$20.00	\$20.00
Marriage Ceremony Fee - Instate Resident		\$5.00	\$10.00
Marriage Ceremony Fee - Out-of-State Resident		\$5.00	\$15.00
Marriage License Fee - Instate Resident		\$5.00	\$30.00
Marriage License Fee - Out-of-State Resident		\$5.00	\$45.00
Certified Copy of Marriage License		\$5.00	\$5.00
Filing Marriage License Affidavit		\$1.00	\$1.00
Reforming or Correcting Marriage Record		\$6.75	\$6.75
Issuing Duplicate Marriage License		\$6.75	\$6.75
Newspaper Advertisement Fees			
Keowee Courier/Westminster News		\$20.00	\$25.00

ATTACHMENT (B) TO ORDINANCE 2013-01

Oconee County, South Carolina

Fees Schedule

2013-2014 Budget

Description	Rate	FY 2013 Fees	FY 2014 Fees
Daily Journal		\$45.00	\$75.00
Register of Deeds			
Deeds and Mortgages		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Deed Stamps		\$3.70 per \$1,000 rounded up to next \$500	\$3.70 per \$1,000 rounded up to next \$500
Instrument Which Assigns, Transfers, or Releases Real Estate Mortgage		\$6.00 for first page \$1.00 for each additional	\$6.00 for first page \$1.00 for each additional
Affidavit of Missing Assignment		\$10.00	\$10.00
Lease, Contract of Sale, or Trust Indenture		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Satisfaction of Real Estate Mortgage		\$5.00	\$5.00
Plat Larger Than 8.5 X 14		\$10.00	\$10.00
Plat of "Legal Size" Dimensions or Smaller		\$5.00	\$5.00
Plats Larger Than 17 X 24		\$20.00	\$20.00
Any Other Paper Affecting Title or Possession of Real Estate or Personal Property and Required by Law To Be Recorded, Except Judicial Records		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Power of Attorney, Trustee Qualification, or Other Appointment		\$15.00 more than 4 pages \$1.00 per additional	\$15.00 more than 4 pages \$1.00 per additional
Mechanics Liens		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Cancellation of Mechanics Lien		\$5.00	\$5.00
Uniform Commercial Code (UCC) Financing Statement Filing - UCC1 or UCC3		\$8.00; more than 2 pages \$10.00; more than two debtors \$10.00; each additional debtor more than two \$2.00; continuations \$8.00; amendments \$8.00; assignments \$8.00; partial release \$8.00	\$8.00; more than 2 pages \$10.00; more than two debtors \$10.00; each additional debtor more than two \$2.00; continuations \$8.00; amendments \$8.00; assignments \$8.00; partial release \$8.00

ATTACHMENT (B) TO ORDINANCE 2013-01

Oconee County, South Carolina

Fees Schedule

2013-2014 Budget

Description	Rate	FY 2013 Fees	FY 2014 Fees
Public Finance Transaction and Manufactured Home Transactions		\$20.00	\$20.00
Copies Mailed \$1.00 to Certify		\$5.00 for 4 pages then \$.25 per additional page	\$5.00 for 4 pages then \$.25 per additional page
Copies - 8.5 X 11	Per Page	\$0.25	\$0.25
Copies - 8.5 X 14	Per Page	\$0.25	\$0.25
Copies - 11 X 17	Per Page	\$0.50	\$0.50
Roads and Bridges			
Sign Fee - Municipalities		materials cost	materials cost
Sign Fee - Other		2.5 times the materials cost	2.5 times the materials cost
Encroachment Fee - Residential/Commercial		\$60.00	\$60.00
Encroachment Fee - Pavement Cut Fee (Contractor Only)		\$250.00 + \$10.00 per sq. ft.	\$250.00 + \$10.00 per sq. ft.
Encroachment Fee - Permit Extension		\$10.00	\$10.00
Encroachment Fee - Re-Inspection		\$60.00	\$60.00
Encroachment Fee - Longitudinal Work in ROW		\$60.00 + \$0.10 per linear ft.	\$60.00 + \$0.10 per linear ft.
Encroachment Fee - Annual Blanket Permit		\$1,000.00	\$1,000.00
Road Inspection Fee		\$1.50 per foot minimum \$600	\$1.50 per foot minimum \$600
Storm Water Fees		2.5 times the materials cost	2.5 times the materials cost
Rock Quarry			
#1 Crusher Run	Per Ton	\$7.75	\$8.25
#2 Crusher Run Sap Rock	Per Ton	\$6.00	\$6.50
#3 Oversize	Per Ton	\$10.00	\$10.50
#4 Screenings	Per Ton	\$3.00	\$3.50
#5 1" 57	Per Ton	\$9.75	\$10.25
#6 Pea Gravel 789	Per Ton	\$9.25	\$9.75
#7 Class A Rip Rap	Per Ton	\$11.50	\$12.00
#8 Class B Rip Rap	Per Ton	\$11.75	\$12.25
#9 Asphalt Sand	Per Ton	\$7.00	\$7.50
#10 County Rock	Per Ton	\$7.75	\$8.25
#11 3/4" 6M	Per Ton	\$9.75	\$10.25
#13 Class E Rip Rap	Per Ton	\$17.00	\$17.50
#14 Flat Boulders	Per Ton	\$20.00	\$20.50
#15 Class C Rip Rap	Per Ton	\$12.00	\$12.50
#16 Class D Rip Rap	Per Ton	\$12.25	\$12.75

ATTACHMENT (B) TO ORDINANCE 2013-01

Oconee County, South Carolina

Fees Schedule

2013-2014 Budget

Description	Rate	FY 2013 Fees	FY 2014 Fees
Sheriff			
Civil Fees			
Mechanics Liens	Each	\$10.00	\$10.00
Subpoenas	Each	\$10.00	\$10.00
Foreclosures	Each	\$25.00	\$25.00
Judgments	Each	\$25.00	\$25.00
Writs	Each	\$25.00	\$25.00
Affidavit of Non-Service	Each	\$5.00	\$5.00
Other	Each	\$15.00	\$15.00
Miscellaneous			
Incident Reports	Each	\$2.00	\$2.00
Record Check	Each	\$5.00	\$5.00
Executions	Each	\$25.00	\$25.00
Solid Waste			
MSW Transfer Station Tipping Fee	Per Ton	\$45.00	\$45.00
C and D Landfill Tipping Fee (Rate was last set in 1998.)	Per Ton	\$30.00	\$30.00
Mulch	Per Scoop	\$10.60	\$10.60
Solicitor			
Worthless Check Fee		\$50 for checks up to \$500; \$100 dollars for checks \$500 to \$1000 and \$150 for checks \$1000 or greater	\$50 for checks up to \$500; \$100 dollars for checks \$500 to \$1000 and \$150 for checks \$1000 or greater
Treasurer			
Decal Fee	Each	\$1.00	\$1.00
Bad Check Fee	Each	\$30.00	\$30.00
Replacement Check Fee	Each	\$30.00	\$30.00
Zoning			
Non-CFD Rezoning Application Fee	Per Parcel	\$25.00	\$25.00
Appeals, Variances, and Special Exception Application Fee		\$50.00	\$50.00

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2013-01**

AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, GENERAL CAPITAL PROJECT FUND, AND FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2013 AND ENDING JUNE 30, 2014.

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

SECTION 1

Pursuant to Section 4-9-140 of the South Carolina Code of Laws, 1976, as amended, the following amounts are hereby appropriated for the 2013-2014 fiscal year for Oconee County (the “County”) for ordinary county purposes:

General Fund	\$ 41,534,785
Special Revenue Funds:	
Victim Services - Sheriff's Office	\$ 110,983
Victim Services - Solicitor's Office	\$ 60,432
Emergency Services Protection	\$ 2,099,100
Road Maintenance	\$ 1,050,000
Tri-County Tech Operations	\$ 1,041,785
911 Fund	\$ 898,000
Capital Project Funds:	
Economic Development	\$ 10,110,000
Bridge and Culvert	\$ 1,050,000
General Capital Projects	\$ 2,005,150
Enterprise Fund	\$ 2,793,510
Debt Service Fund	<u>\$ 3,462,321</u>
 TOTAL	 \$ 66,216,066

SECTION 2

A tax of sufficient millage to fund the aforesaid appropriations for the Oconee County Budget for the fiscal year beginning July 1, 2013 and ending June 30, 2014, after crediting against such appropriations all other unrestricted revenue anticipated to accrue to Oconee County and any fund balance budgeted to be used during said fiscal year and the specific levies noted below, is hereby directed to be levied upon all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy and the Treasurer of Oconee County is herein directed to collect sufficient millage on taxable property in Oconee County to provide for the aforesaid operations appropriations and direct expenditures of Oconee County for the fiscal year beginning July 1, 2013 and ending June 30, 2014. The Auditor and Treasurer of Oconee County are hereby directed to fund such bond repayment sinking fund(s) as are necessary to provide for an orderly and timely payment of the debt service of Oconee County and to satisfy any debt covenants.

SECTION 3

A tax of 2.1 mills to provide funding for the Tri-County Technical College Operations Special Revenue Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The revenue from this levy is hereby appropriated, for expenditures in an amount not to exceed \$1,041,785, for operational support of Tri-County Technical College. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the aforesaid millage on taxable property in Oconee County to provide for the aforesaid appropriations of the Tri-County Technical College Operations Special Revenue fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Tri-County Technical College Operations Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 4

A tax of 2.9 mills to provide funding for the Emergency Services Protection Special Revenue Fund is hereby levied on all taxable property within the special tax district, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in an amount not to exceed \$2,099,100, for the Emergency Services Protection Special Revenue Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the aforesaid millage on taxable property within the special tax district in Oconee County to provide for the aforesaid operations appropriations and direct expenditures of the Emergency Services Protection Special Revenue Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Emergency Services Protection Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 5

A tax of 2.1 mills to provide funding for the Road Maintenance Special Revenue Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The revenue from this levy as authorized by County Council is hereby appropriated, for expenditures in an amount not to exceed \$1,050,000, for the Road Maintenance Special Revenue Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the aforesaid millage on taxable property in Oconee County to provide for the aforesaid appropriations of the Road Maintenance Special Revenue fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Road Maintenance Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments

SECTION 6

A tax of 1 mill to provide funding for the Bridge and Culvert Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in an amount not exceed \$1,050,000, for the Bridge and Culvert Capital Project Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the aforesaid millage on taxable property in Oconee County to provide for the aforesaid operations appropriations and direct expenditures of the Bridge and Culvert Capital Project Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014 To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Bridge and Culvert Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 7

A tax of 2.2 mills to provide funding for the Economic Development Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy, other anticipated restricted revenues, transfers, and a portion of fund balance as authorized by County Council is hereby appropriated not to exceed \$10,110,000, for the Economic Development Capital Projects Fund for projects approved by County Council. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the aforesaid millage on taxable property in Oconee County to provide for the aforesaid operations appropriations and direct expenditures of the Economic Development Capital Project Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Economic Development Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 8

Oconee County receives certain recurring revenues that are restricted for certain purposes. These revenues are accounted for in various special revenue funds including the Victim Services-Sheriff's Office Fund, Victim Services-Solicitor's Office Fund, and 9-1-1 Fund, and other special revenue funds. Any surplus in these funds of the County or any moneys accruing therefrom shall be retained and accounted for in these funds and shall be carried forward from year to year as fund balances in such funds.

SECTION 9

All capital projects and multi-year grant appropriations made by prior year budget ordinances for which the respective monies have been obligated or encumbered are hereby carried forward and reappropriated, as of July 1, 2013, as a part of the budget authorized by this Ordinance.

SECTION 10

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

SECTION 11

All unexpended appropriations as of June 30, 2013, except for those specifically carried forward by this ordinance shall lapse and expire and the monies involved shall revert to the fund balance of the fund from which the appropriation originated.

SECTION 12

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

SECTION 13

The fees authorized for all county departments to charge for services of the county and to use for operations of the county are as set forth in the schedule of fees attached hereto as **Attachment (B)**. This **Attachment (B)** and its schedule of fees are incorporated herein, by reference, as fully as if set forth verbatim herein, and adopted as part of this Ordinance and the fees are hereby approved to be charged by the appropriate county departments.

SECTION 14

The County began contributing to retiree health benefits (the "Retiree Health Benefit Plan" or "Plan") on behalf of employees and county retirees on January 1, 1985. Several amendments to the County's Plan guidelines have occurred since that time; however nothing in these, or any other, Plan amendments permits or affords grandfathering eligibility for any individual other than those outlined explicitly in the guidelines attached hereto as **Attachment (C)** and hereby

incorporated herein by reference, as fully as if set forth verbatim herein, and adopted as part of this Ordinance, and the rates set forth therein are hereby approved to be charged and administered according to the Retiree Health Plan Guidelines of **Attachment (C)**. The county administrator is authorized to administer this plan in accordance with these **Attachment (C)** guidelines and to establish health reimbursement accounts for eligible retirees for contributory purposes on or before January 1, 2014. **DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN MAY BE DEEMED NON-SUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH BENEFIT GUIDELINES ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) IS "AT WILL" AND THAT NO OCONEE COUNTY EMPLOYEE (EXCEPT FOR THE COUNTY ADMINISTRATOR) HAS AN EMPLOYMENT AGREEMENT OR CONTRACT, AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING WITHOUT LIMITATION, THOSE DESCRIBED IN THE PLAN ATTACHED HERETO AS ATTACHMENT D ARE ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.**

SECTION 15

There is a need for the County to finance the acquisition of certain equipment for the use of the County by means of one or more lease purchase transactions. In order to accomplish such acquisition, the Chairman of County Council and the County Administrator are hereby empowered, on behalf of the County, to enter into one or more Lease Purchase Agreements with banks or other financial institutions in an aggregate amount not exceeding \$2,005,150, as detailed and appropriated in this Ordinance and the attached Budget Ordinance Detail Book(s), attached hereto as **Attachment (D)**, and incorporated herein by reference as fully as if set forth verbatim herein. The Lease Purchase Agreements may be entered into during the fiscal year beginning July 1, 2013 and ending June 30, 2014 pursuant to a Resolution or Resolutions duly adopted by County Council.

SECTION 16

The budget provisos attached hereto as **Attachment (A)** are hereby incorporated herein, by reference, as fully as if set forth verbatim herein, and adopted as part of this Ordinance.

SECTION 17

Ordinance No. 2012-29, enacted by the County Council of the County on September 4, 2012 and entitled: "ORDINANCE 2012-29 AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2012, OF OCONEE COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$1,600,000; FIXING THE FORM AND CERTAIN DETAILS OF THE BONDS; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" is hereby repealed in its entirety.

SECTION 18

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

SECTION 19

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

SECTION 20

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2013.

Adopted in meeting duly assembled this 18th day of June, 2013.

OCONEE COUNTY, SOUTH CAROLINA

Joel Thrift, Chairman
Oconee County Council

ATTEST

Elizabeth G. Hulse
Clerk to County Council

First Reading: May 7, 2013
Second Reading: May 21, 2013
Public Hearing: June 11, 2013
Third Reading: June 18, 2013

ATTACHMENT (A) TO ORDINANCE 2013-01

STATE OF SOUTH CAROLINA COUNTY OF OCONEE BUDGET PROVISOS FOR FISCAL YEAR 2013-2014

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

For any equipment, vehicle or any other item that is approved in the budget ordinance as a replacement for existing items, the item being replaced will be relinquished to the Procurement Director for disposal or reassignment, except where otherwise directed by County Council by normal Council action.

Section 8

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

Section 9

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

Section 10

The Part-time Clerk position in the Clerk of Court's office first funded in the 2010-2011 budget is a temporary position, only; funding for this position is approved for an additional year, and is intended to increase the collection of past due fines and fees owed to the County. In order for this position to be considered in future budget years, the Clerk of Court's office must provide the Administrator with quarterly reports indicating the number of cases researched and the amount of fines and fees collected that are attributable to this position. These reports are due 15 days after the end of the quarter. Oconee County Council is not obligated to fund the position at such future time, however, all other factors notwithstanding. This position is never to be considered a permanent position unless and until Oconee County Council so designates it, so that this position is exempt from any provision of federal, state, or local law restricting the ability of Oconee County Council to decrease funding for the Office of the Clerk of Court. In other words, this position is not a part of the permanent funding of the Office of the Clerk of Court for Oconee County.

Section 11

Funding for the temporary Assistant Solicitor and Paralegal positions in the Solicitor's office first funded in the 2010-2011 budget is funded for an additional year and is intended to provide representation for Oconee County in the magistrate courts of Oconee County. These are temporary positions, only. In order for these positions to be considered in future budget years, the Solicitor's office must provide the Administrator with quarterly reports indicating the number of new cases referred each quarter, the number of court appearances each quarter and a certification from the Solicitor that these positions were only used for representation in magistrate court on Oconee County cases during the quarter. These reports are due 15 days after

the end of the quarter. Oconee County Council is not obligated to fund these positions at such future time, however, all other factors notwithstanding. These positions are never to be considered permanent positions unless and until Oconee County Council so designates them, so that these positions are exempt from any provision of federal, state, or local law restricting the ability of Oconee County Council to decrease funding for the Office of the Tenth Circuit Solicitor. In other words, these positions are not a part of the permanent funding of the Office of the Tenth Circuit Solicitor for Oconee County.

Section 12

The First Fifteen Hundred Dollars (\$1500) of Oconee County building permit fees (under Building Codes on the attached, and incorporated Oconee County Departmental Fees Schedule for this budget year **Attachment (B)**) and related and associated Building Code fees are, to the extent permitted by law, hereby waived and set at \$0 for any Oconee County non-profit or eleemosynary entity duly recognized as such by the State of South Carolina and granted tax exempt status by the Internal Revenue Service of the United States (“IRS”), only for so long as such entity maintains such non-profit or eleemosynary status and tax exempt recognition by the IRS. All building permit fees and building code fees in excess of \$1500, per applying non-profit, eleemosynary entity per application, will be applied and collected as usual, per this budget, this proviso, and the attached, incorporated Oconee County Departmental Fees Schedule. Oconee County Council hereby determines and finds that this reduction in fees is appropriate and justified by the provision of public services which these non-profit, eleemosynary entities provide to Oconee County and the public of Oconee County – services of public use and public benefit which would otherwise have to be provided by some unit of local government.

Section 13

Pursuant to authority given to governing bodies of South Carolina counties by the South Carolina General Assembly in Section 12-43-360 of the South Carolina Code of Laws, 1976, as amended, the Oconee County Council hereby reduces the assessment ratio otherwise applicable in determining the assessed value of general aviation aircraft subject to property tax in Oconee County to a ratio of four percent (4%) of the fair market value of such general aviation aircraft. Such assessment ratio shall apply uniformly to all general aviation aircraft subject to *ad valorem* property taxation in Oconee County. This proviso first became effective in the 2011-2012 budget ordinance and is a part of this budget ordinance beginning July 1, 2013 and ending June 30, 2014.

Section 14

The Oconee County fund balance policy, as stated and established in Oconee County Resolution R2011-09, is hereby implemented as a part of this budget. Oconee County Council hereby sets the following amounts of fund balance goals for the respectively stated purposes:

Committed funds for the Solid Waste Reserve fund balance:	\$2,611,628
Committed funds for the Healthcare Reserve fund balance:	\$3,215,644

Section 15

County Council adopts the employee benefit plan as attached hereto as Attachment (E), and hereby incorporated herein as fully as if set forth verbatim herein, and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments.

Section 16

County Council adopts the retiree health benefit plan as attached hereto as Attachment (C), and hereby incorporated herein as fully as if set forth verbatim herein, as modified by County Council by normal Council action, and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments, as approved by County Council, by normal Council action.

Section 17

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

ATTACHMENT (B) TO ORDINANCE 2013-01

Oconee County, South Carolina

Fees Schedule

2013-2014 Budget

Description	Rate	FY 2013 Fees	FY 2014 Fees
General County Fees			
(Applicable to all departments, unless otherwise noted within the Departmental Fees below.)			
Copies			
8.5 X 11	Per Page	\$0.25	\$0.25
8.5 X 14	Per Page	\$0.50	\$0.50
11 X 17	Per Page	\$0.50	\$0.50
County Road Maps			
County Road Map (Less Than 50)	Per Map	\$2.00	\$2.00
County Road Map Bulk (50 or More)	Per Map	\$1.50	\$1.50
Departmental Fees			
Animal Control			
Dog Adoption Fee	Per Dog	\$75.00	\$75.00
Cat Adoption Fee	Per Cat	\$65.00	\$65.00
Horse Adoption Fee	Per Horse	\$100 - \$200	\$100 - \$200
Quarantine Fee		\$60.00	\$60.00
Owner Pick-Up Fee - Cat or Dog		\$10.00	\$10.00
Boarding Fee - Cat or Dog	Per Day	\$5.00	\$5.00
Owner Pick-Up Fee - Large Animal		\$20.00	\$20.00
Boarding Fee - Large Animal	Per Day	\$10.00	\$10.00
Airport			
T-Hanger Rental Rates	Per Month	\$145.00	\$145.00
1998 T-Hangars A, B, and Box D (27)	Per Month	\$225.00	\$225.00
New T-Hangars E (8)	Per Month	\$ -	\$250.00
Aircraft Tie-Down Rate	Per Month	\$30.00	\$30.00
Long-Term Parking Fee	Per Month, Per Vehicle	\$10.00	\$10.00
After Hour Callout Fee		\$80.00	\$80.00
Ramp Fee - Transient Business Planes Over 15,000 Pounds		\$50.00	\$50.00
Airport customers with an Oconee Airport based corporate aircraft who purchase 150 or more gallons of Jet A fuel at one time will receive a \$0.10 per gallon discount off the County Airport's normal retail price for the Jet A Fuel.		\$ -	\$0.10 reduction for 150 gallons or more (only corporate aircraft based at Oconee's Airport)
Airport customers who purchase 200 gallons or more of Jet A Fuel at one time will receive a \$0.10 per gallon discount off the County Airport's normal retail price for the Jet A Fuel.		\$ -	\$0.10 reduction for 200 gallons or more

ATTACHMENT (B) TO ORDINANCE 2013-01
Oconee County, South Carolina
Fees Schedule
2013-2014 Budget

Description	Rate	FY 2013 Fees	FY 2014 Fees
Auditor			
Temporary Tags		\$5.00	\$5.00
Building Codes			
<i>(See Section 12 of Provisos to the Oconee County Budget for this year)</i>			
All Buildings and Mechanical Trades \$10,000 or Less		\$50.00	\$50.00
All Buildings and Mechanical Trades \$10,000 and Up		\$50.00 + \$4.00 for each additional \$1,000 or fraction thereof	\$50.00 + \$4.00 for each additional \$1,000 or fraction thereof
Farm Exempt Structures		\$50.00	\$50.00
Manufactured Homes			
Set-Up Permit (Includes County Decal)		\$100.00	\$100.00
Decal Only		\$20.00	\$20.00
Manufactured Home De-Title Fee			\$40.00
Inspections			
Manufactured Home Moving Permit		\$20.00	\$20.00
Moving Permits (Structures Other Than Manufactured Homes)		\$50.00	\$50.00
Demolition Inspection Fee		\$50.00	\$50.00
Swimming Pool Inspections			
Commercial Pools		\$500.00	\$500.00
Single Family Residence Pools		\$100.00	\$100.00
Sign Fees			
Less Than 75 Square Feet		no fee	no fee
75 Square Feet to 200 Square Feet		\$100.00	\$100.00
Greater Than 200 Square Feet		\$300.00	\$300.00
Penalties			
<i>(Where work for which a permit is required by this Ordinance is started prior to obtaining said permit, the applicable fee shall be doubled.)</i>			
Re-Inspection Fee - Shall be charged if an inspection is scheduled and the work is not ready when the inspector arrives.		\$50.00	\$50.00
Stop Work Order Fee - Shall be charged if the inspector issues a stop work order.		\$50.00	\$50.00
Commercial Plan Review Fee		1/2 of building permit fee	1/2 of building permit fee
County Council			
Audio CD/Cassette	Per Event	\$5.00	\$5.00

ATTACHMENT (B) TO ORDINANCE 2013-01

Oconee County, South Carolina

Fees Schedule

2013-2014 Budget

Description	Rate	FY 2013 Fees	FY 2014 Fees
Delinquent Tax Collector			
Administrative Fee		\$10.00	\$10.00
GIS			
Custom Production - Billed in 1/2 Hour Increments	Per Hour	\$30.00	\$30.00
Roads Directory - Microsoft Access Database CD	Per CD	\$20.00	\$20.00
Custom Scan and Prints	Per Hour	\$30.00	\$30.00
GIS A - 8.5 X 11		\$3.00	\$3.00
GIS B - 8.5 X 14		\$5.00	\$5.00
GIS C - 18 X 24		\$6.00	\$6.00
GIS D - 24 X 36		\$7.00	\$7.00
GIS E - 36 X 48		\$8.00	\$8.00
Tax Map Grid with Roads		\$3.00	\$3.00
Voting Precincts and Council Districts		\$3.00	\$3.00
Library			
Overdue Fines			
Books, Magazines, or Music CD's - Up to a Maximum of \$2.00 Per Book, Magazine, or Music CD	Per Day	\$0.10	\$0.10
Videos and DVD's - Up to a Maximum of \$6.00 Per Item	Per Day	\$1.00	\$1.00
Items Borrowed Through Inter-Library Loan	Per Day, Per Item	\$0.50	\$0.50
Miscellaneous			
Lost Materials - Books, CD's, Videos, etc.		original price of item	original price of item
South Carolina Room Research (By Mail or E-Mail)		\$5.00 + price of photocopies	\$5.00 + price of photocopies
Lost Library Cards		\$2.00	\$2.00
Black and White Prints		\$0.25	\$0.25
Color Prints		\$0.50	\$0.50
Out of County Card	Annually *	\$50.00	\$50.00
<i>* Not charged to patrons from Anderson and Pickens Counties who are in good standing with their libraries, or individuals who work or own property in Oconee County.</i>			
Map Room			
Custom Scan and Prints			
GIS A - 8.5 X 11		\$3.00	\$3.00
GIS B - 11 X 17		\$5.00	\$5.00

ATTACHMENT (B) TO ORDINANCE 2013-01

Oconee County, South Carolina

Fees Schedule

2013-2014 Budget

Description	Rate	FY 2013 Fees	FY 2014 Fees
GIS C - 18 X 24		\$6.00	\$6.00
GIS D - 24 X 36		\$7.00	\$7.00
GIS E - 36 X 48		\$8.00	\$8.00
Layout, Chickasaw Point		\$3.00	\$3.00
Layout, Foxwood Hills		\$3.00	\$3.00
Tax Map Grid with Roads		\$3.00	\$3.00
Voting Precincts and Council Districts		\$3.00	\$3.00
Parks, Recreation and Tourism			
Admission Fees (All Parks)			
Daily Parking	Per Vehicle	\$2.00	\$2.00
Daily Parking	Per Boat and Trailer	\$5.00	\$5.00
Annual Pass - Calendar Year (Oconee County Residents)		\$25.00	\$25.00
Annual Pass - Calendar Year - Discounted for Senior Citizen (62+ Years Old), Legally Disabled, and Veterans		\$15.00	\$15.00
Annual Pass - Calendar Year - Out of County, South Carolina Residents		\$50.00	\$50.00
Annual Pass - Calendar Year - Discounted for Senior Citizen (62+ Years Old), Legally Disabled, and Veterans		\$40.00	\$40.00
Camping (All Parks)			
Oconee County Resident	Per Night	\$15.00	\$15.00
Non-Resident	Per Night	\$20.00	\$20.00
Waterfront Site - Oconee County Resident	Per Night	\$20.00	\$20.00
Waterfront Site - Non-Resident	Per Night	\$25.00	\$25.00
Winter Camping Rate (November 1 - February 28)	Per Night	\$12.00	\$12.00
<i>All campers must have current license plates.</i>			
<i>No site may be occupied for more than thirty (30) days.</i>			
Building Reservations (All Parks)			
<i>A security deposit is required, but refundable if facility and area left clean.</i>			
Recreation Building - 1 to 100 People	1/2 Day	\$50.00	\$50.00
Recreation Building - 101 to 150 People	1/2 Day	\$100.00	\$100.00
Recreation Building - 151 to 200 People	1/2 Day	\$175.00	\$175.00
Recreation Building - 201 to 300 People	1/2 Day	\$275.00	\$275.00
Recreation Building - 301 or More People	1/2 Day	\$450.00	\$450.00
Picnic Shelters			
Chau Ram Park			
PiShelter #1 - Maximum Number of 36 People	1/2 Day	\$30.00	\$30.00
Shelter #2 - Maximum Number of 36 People	1/2 Day	\$30.00	\$30.00

ATTACHMENT (B) TO ORDINANCE 2013-01**Oconee County, South Carolina****Fees Schedule****2013-2014 Budget**

Description	Rate	FY 2013 Fees	FY 2014 Fees
Shelter #3 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Gazebo #1 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Gazebo #2 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
South Cove Park			
Pavilion	1/2 Day	\$50.00	\$50.00
High Falls Park			
Shelters - 1 to 50 People	1/2 Day	\$30.00	\$30.00
Shelters - 51 to 75 People	1/2 Day	\$40.00	\$40.00
Shelters - 76 to 100 People	1/2 Day	\$60.00	\$60.00
Shelters - 101 to 150 People	1/2 Day	\$80.00	\$80.00
Weddings and Rehearsals			
Weddings	1/2 Day	\$250.00	\$250.00
Weddings	Full Day	\$500.00	\$500.00
Rehearsal Dinners and Receptions (For Off-Site Weddings)			
Less Than 100 People	1/2 Day	\$100.00	\$100.00
Less Than 100 People	Full Day	\$200.00	\$200.00
101 or More People		see recreation building rates	see recreation building rates
Miscellaneous			
Tennis	Per Hour to Reserve	\$5.00	\$5.00
Miniature Golf	Per Game	\$3.00	\$3.00
Softball Field	Per Hour to Reserve	\$5.00	\$5.00
Volleyball	Per Hour to Reserve	\$5.00	\$5.00
Planning			
Subdivision Review - Minor Subdivision, Less Than 4 Units		\$50.00	\$50.00
Subdivision Review - Minor Subdivision 4 to 10 Units		\$50 + \$10 per unit	\$50 + \$10 per unit
Subdivision Review - Major Subdivision		\$100 + \$10 per unit	\$100 + \$10 per unit
Subdivision Variance - Individual Parcel/Unit		\$50 + cost of required advertising	\$50 + cost of required advertising
Variances and Special Exception Fees for All Developments of 2 or More Parcels/Units		\$100 + cost of required advertising	\$100 + cost of required advertising
Communication Towers - New Build and Collocate		\$1,000.00	\$1,000.00
Group Homes		\$50.00	\$50.00

ATTACHMENT (B) TO ORDINANCE 2013-01

Oconee County, South Carolina

Fees Schedule

2013-2014 Budget

Description	Rate	FY 2013 Fees	FY 2014 Fees
Sexually Oriented Business	Annual Fee	\$1,000.00	\$1,000.00
Sexually Oriented Business Employee	Per Employee	\$25.00	\$25.00
Sign Permit - Billboard		\$100.00	\$100.00
Tattoo Facilities		\$1,000.00	\$1,000.00
All Other Non-Zoning Variances		\$50 + cost of required advertising	\$50 + cost of required advertising
All Other Non-Zoning Special Exceptions		\$50+ cost of required advertising	\$50+ cost of required advertising
NEW FEE - All Other Appeals to Planning Commission or Board of Zoning Appeals		N/A	\$50 + cost of required advertising
Pre-Bound Document - Less Than 50 Pages		\$5.00	\$5.00
Pre-Bound Document - Greater Than 50 Pages	Per Page	\$5.00 + \$0.10 per page	\$5.00 + \$0.10 per page
Documents on CD		\$1.00	\$1.00
Maps - 8.5 X 11	Each	\$3.00	\$3.00
Maps - 18 X 24	Each	\$5.00	\$5.00
Maps - 24 X 36	Each	\$7.00	\$7.00
Maps - 36 X 48	Each	\$8.00	\$8.00
Custom Mapping - Planning and Zoning Projects Only	Per Hour	\$30.00	\$30.00
Probate			
Estate and Conservatorship Fees			
<i>In estate and conservatorship proceedings, the fee shall be based upon the gross value of the decedent's probate estate or the protected person's estate as shown on the inventory and appraisal as follows:</i>			
(1) Property Valuation Less Than \$5,000		\$25.00	\$25.00
(2) Property Valuation of \$5,000.00 But Less Than \$20,000		\$45.00	\$45.00
(3) Property Valuation of \$20,000.00 But Less Than \$60,000		\$67.50	\$67.50
(4) Property Valuation of \$60,000.00 But Less Than \$100,000		\$95.00	\$95.00
(5) Property Valuation of \$100,000.00 But Less Than \$600,000		\$95.00 + 0.15 of one percent of the property valuation between \$100,000 and \$600,000	\$95.00 + 0.15 of one percent of the property valuation between \$100,000 and \$600,000

ATTACHMENT (B) TO ORDINANCE 2013-01**Oconee County, South Carolina****Fees Schedule****2013-2014 Budget**

Description	Rate	FY 2013 Fees	FY 2014 Fees
(6) Property Valuation of \$600,000.00 or Higher Amount		Set forth in item (5) above + 0.25 of one percent of the property valuation above \$600,000	Set forth in item (5) above + 0.25 of one percent of the property valuation above \$600,000
Filing Affidavit for Collection of Personal Property Under Section 62-3-1201, the Fee Pursuant to Items (1) Through (6) Above Based Upon Property Valuation Shown		See items (1) through (6) above	See items (1) through (6) above
Filing Affidavit for Collection of Personal Property Where the Property Valuation Is Less Than \$100.00		\$12.50	\$12.50
Filing Initial Petition In Any Action or Proceeding Other Than Items (1) Through (6) Above, Same Fee as Charged for Filing Civil Actions In Circuit Court		\$150.00	\$150.00
Issuing Certified Copy		\$5.00 + \$0.25 per page copy fee	\$5.00 + \$0.25 per page copy fee
Issuing Exemplified/Authenticated Copy		\$20.00	\$20.00
Filing Demands for Notice		\$5.00	\$5.00
Filing Conservatorship Accountings		\$10.00	\$10.00
Filing Conservatorship Orders		\$5.00	\$5.00
Recording Authenticated or Certified Record		\$20.00	\$20.00
Reopening Closed Estates		\$22.50	\$22.50
Appointment of Special, Temporary or Successor Personal Representative		\$22.50	\$22.50
Filing and Indexing Will Under Section 62-2-901		\$10.00	\$10.00
Certifying Appeal Record		\$10.00	\$10.00
Marriage Fees			
Marriage License - Domestic Violence Fund Fee/Each Marriage Application (State)		\$20.00	\$20.00
Marriage Ceremony Fee - Instate Resident		\$5.00	\$10.00
Marriage Ceremony Fee - Out-of-State Resident		\$5.00	\$15.00
Marriage License Fee - Instate Resident		\$5.00	\$30.00
Marriage License Fee - Out-of-State Resident		\$5.00	\$45.00
Certified Copy of Marriage License		\$5.00	\$5.00
Filing Marriage License Affidavit		\$1.00	\$1.00
Reforming or Correcting Marriage Record		\$6.75	\$6.75
Issuing Duplicate Marriage License		\$6.75	\$6.75
Newspaper Advertisement Fees			
Keowee Courier/Westminster News		\$20.00	\$25.00

ATTACHMENT (B) TO ORDINANCE 2013-01**Oconee County, South Carolina****Fees Schedule****2013-2014 Budget**

Description	Rate	FY 2013 Fees	FY 2014 Fees
Daily Journal		\$45.00	\$75.00
Register of Deeds			
Deeds and Mortgages		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Deed Stamps		\$3.70 per \$1,000 rounded up to next \$500	\$3.70 per \$1,000 rounded up to next \$500
Instrument Which Assigns, Transfers, or Releases Real Estate Mortgage		\$6.00 for first page \$1.00 for each additional	\$6.00 for first page \$1.00 for each additional
Affidavit of Missing Assignment		\$10.00	\$10.00
Lease, Contract of Sale, or Trust Indenture		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Satisfaction of Real Estate Mortgage		\$5.00	\$5.00
Plat Larger Than 8.5 X 14		\$10.00	\$10.00
Plat of "Legal Size" Dimensions or Smaller		\$5.00	\$5.00
Plats Larger Than 17 X 24		\$20.00	\$20.00
Any Other Paper Affecting Title or Possession of Real Estate or Personal Property and Required by Law To Be Recorded, Except Judicial Records		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Power of Attorney, Trustee Qualification, or Other Appointment		\$15.00 more than 4 pages \$1.00 per additional	\$15.00 more than 4 pages \$1.00 per additional
Mechanics Liens		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Cancellation of Mechanics Lien		\$5.00	\$5.00
Uniform Commercial Code (UCC) Financing Statement Filing - UCC1 or UCC3		\$8.00; more than 2 pages \$10.00; more than two debtors \$10.00; each additional debtor more than two \$2.00; continuations \$8.00; amendments \$8.00; assignments \$8.00; partial release \$8.00	\$8.00; more than 2 pages \$10.00; more than two debtors \$10.00; each additional debtor more than two \$2.00; continuations \$8.00; amendments \$8.00; assignments \$8.00; partial release \$8.00

ATTACHMENT (B) TO ORDINANCE 2013-01**Oconee County, South Carolina****Fees Schedule****2013-2014 Budget**

Description	Rate	FY 2013 Fees	FY 2014 Fees
Public Finance Transaction and Manufactured Home Transactions		\$20.00	\$20.00
Copies Mailed \$1.00 to Certify		\$5.00 for 4 pages then \$.25 per additional page	\$5.00 for 4 pages then \$.25 per additional page
Copies - 8.5 X 11	Per Page	\$0.25	\$0.25
Copies - 8.5 X 14	Per Page	\$0.25	\$0.25
Copies - 11 X 17	Per Page	\$0.50	\$0.50
Roads and Bridges			
Sign Fee - Municipalities		materials cost	materials cost
Sign Fee - Other		2.5 times the materials cost	2.5 times the materials cost
Encroachment Fee - Residential/Commercial		\$60.00	\$60.00
Encroachment Fee - Pavement Cut Fee (Contractor Only)		\$250.00 + \$10.00 per sq. ft.	\$250.00 + \$10.00 per sq. ft.
Encroachment Fee - Permit Extension		\$10.00	\$10.00
Encroachment Fee - Re-Inspection		\$60.00	\$60.00
Encroachment Fee - Longitudinal Work in ROW		\$60.00 + \$0.10 per linear ft.	\$60.00 + \$0.10 per linear ft.
Encroachment Fee - Annual Blanket Permit		\$1,000.00	\$1,000.00
Road Inspection Fee		\$1.50 per foot minimum \$600	\$1.50 per foot minimum \$600
Storm Water Fees		2.5 times the materials cost	2.5 times the materials cost
Rock Quarry			
#1 Crusher Run	Per Ton	\$7.75	\$8.25
#2 Crusher Run Sap Rock	Per Ton	\$6.00	\$6.50
#3 Oversize	Per Ton	\$10.00	\$10.50
#4 Screenings	Per Ton	\$3.00	\$3.50
#5 1" 57	Per Ton	\$9.75	\$10.25
#6 Pea Gravel 789	Per Ton	\$9.25	\$9.75
#7 Class A Rip Rap	Per Ton	\$11.50	\$12.00
#8 Class B Rip Rap	Per Ton	\$11.75	\$12.25
#9 Asphalt Sand	Per Ton	\$7.00	\$7.50
#10 County Rock	Per Ton	\$7.75	\$8.25
#11 3/4" 6M	Per Ton	\$9.75	\$10.25
#13 Class E Rip Rap	Per Ton	\$17.00	\$17.50
#14 Flat Boulders	Per Ton	\$20.00	\$20.50
#15 Class C Rip Rap	Per Ton	\$12.00	\$12.50
#16 Class D Rip Rap	Per Ton	\$12.25	\$12.75

ATTACHMENT (B) TO ORDINANCE 2013-01
Oconee County, South Carolina
Fees Schedule
2013-2014 Budget

Description	Rate	FY 2013 Fees	FY 2014 Fees
Sheriff			
Civil Fees			
Mechanics Liens	Each	\$10.00	\$10.00
Subpoenas	Each	\$10.00	\$10.00
Foreclosures	Each	\$25.00	\$25.00
Judgments	Each	\$25.00	\$25.00
Writs	Each	\$25.00	\$25.00
Affidavit of Non-Service	Each	\$5.00	\$5.00
Other	Each	\$15.00	\$15.00
Miscellaneous			
Incident Reports	Each	\$2.00	\$2.00
Record Check	Each	\$5.00	\$5.00
Executions	Each	\$25.00	\$25.00
Solid Waste			
MSW Transfer Station Tipping Fee	Per Ton	\$45.00	\$45.00
C and D Landfill Tipping Fee (Rate was last set in 1998.)	Per Ton	\$30.00	\$30.00
Mulch	Per Scoop	\$10.60	\$10.60
Solicitor			
Worthless Check Fee		\$50 for checks up to \$500; \$100 dollars for checks \$500 to \$1000 and \$150 for checks \$1000 or greater	\$50 for checks up to \$500; \$100 dollars for checks \$500 to \$1000 and \$150 for checks \$1000 or greater
Treasurer			
Decal Fee	Each	\$1.00	\$1.00
Bad Check Fee	Each	\$30.00	\$30.00
Replacement Check Fee	Each	\$30.00	\$30.00
Zoning			
Non-CFD Rezoning Application Fee	Per Parcel	\$25.00	\$25.00
Appeals, Variances, and Special Exception Application Fee		\$50.00	\$50.00

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2013-15**

A RESOLUTION TO APPROVE MODIFICATIONS TO THE OCONEE COUNTY HEALTH INSURANCE PLAN AND ADOPT RETIREE HEALTH INSURANCE PLAN GUIDELINES

WHEREAS, Oconee County (the "County") acting by and through the Oconee County Council ("County Council") currently pays a percentage of the total cost of health benefits for certain retirees of Oconee County Government and desires to share cost increases of such benefits with current and future retirees who are qualified by twenty (20) or more years of consecutive full-time service for Oconee County Government; and

WHEREAS, all current (as of the date of this resolution) retirees are grandfathered as eligible for the Retiree Health Benefit Plan described herein (the "Plan"); and

WHEREAS, all current employees of Oconee County with twenty (20) or more years of consecutive full-time service to Oconee County as of December 31, 2013 are hereby declared grandfathered ("Grandfathered") as potentially eligible for the Plan upon retirement; and

WHEREAS, the County desires to contribute a monthly subsidy to all currently Grandfathered retirees if and when they reach 65 years of age and to all current employees who are Grandfathered hereby if and when they retire and reach the age of 65 or attain eligibility for Medicare, whichever occurs later; and

WHEREAS, increases to the cost of the Plan will depend upon actual costs and will be based upon prevailing Consolidated Omnibus Budget Reconciliation Act (COBRA) rates; and

WHEREAS, due to the increasing financial burden of the Plan, Oconee County approved Plan Amendment 4-2012 which discontinued all participation in the Plan for employees whose date of hire is on or after July 1, 2010; and

WHEREAS, Oconee County approved Resolution R2013-09 to modify the Retiree Health Benefit Plan on May 7th, 2013 and this modification included an error; and

WHEREAS, this resolution is necessary to repeal R2013-09 in its entirety and supersedes and replaces R2013-09; and

WHEREAS, the changes contained herein will supersede and replace those sections of the provisos to the annual Oconee County Budget Ordinance 2013-01 pertaining to the Retiree Health Plan, duly adopted June 18th, 2013 and will become effective on January 1, 2014; and

WHEREAS, due to current and projected budget constraints these Plan modifications are necessary to keep this important retiree benefit fiscally manageable:

NOW THEREFORE IT IS HEREBY RESOLVED BY OCONEE COUNCIL, IN MEETING DULY ASSEMBLED THAT:

1. The preamble of this resolution is hereby adopted in its entirety, as findings of fact of Oconee County Council.
2. The Oconee County Council hereby approves and adopts the Oconee County Retiree Health Benefit Plan guidelines set forth in Attachment (A), hereto, which is hereby incorporated by reference as fully as if set forth verbatim herein.
3. The Oconee County Council hereby approves and adopts the Oconee County Retiree Health Benefit Plan guidelines set forth in Attachment A, hereto, which is hereby incorporated by reference as fully as if set forth verbatim herein.
4. The Oconee County Retiree Health Benefit Plan, including all revisions thereto, up to and including those contained herein and in Attachment A will be set forth, in their entirety, in the provisos of the Oconee County Budget Ordinance and attachments thereto.
5. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable 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.
6. All orders, resolutions and enactments of Oconee County Council inconsistent herewith are to the extent of such inconsistency only, hereby repealed, revoked and rescinded.
7. This Resolution shall take effect and be in full force and effect after enactment by Oconee County Council.

APPROVED AND ADOPTED this 18th day of June, 2013.

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.

ATTACHMENT A
TO RESOLUTION R2013-15
MODIFICATIONS TO RETIREE HEALTH BENEFIT PLAN (THE "PLAN")
EFFECTIVE JANUARY 1, 2014

1. Current Oconee County paid health benefit coverage for retirees under the Oconee County Employee Health Plan shall cease when the covered retiree or spouse, respectively, becomes Medicare eligible. This change becomes effective January 1, 2014, at which time the County will begin to contribute \$150 (\$300 monthly, if married and the spouse is covered, as described herein) on the first banking day of each month into a Health Reimbursement Account for the retiree to purchase a Medicare supplemental insurance plan, or to use for payment of out-of-pocket qualifying medical expenses. This monthly subsidy will increase annually by the lower of CPI-U (Consumer Price Index All Urban Consumers) on a September over September comparison basis, or 3% per year. This change applies to current retirees and Grandfathered Employees (as defined below) only.
2. Grandfathered Employees are defined as current employees of Oconee County who will have over twenty (20) consecutive years of Oconee County service as of December 31, 2013. Grandfathered Employees who retire prior to age 62 will be eligible for the monthly indexed subsidy described in paragraph 4, below, to be adjusted by the lessor of 3 % or the Consolidated Omnibus Budget Reconciliation Act (COBRA) rate increase up to age 65. Spouses are eligible for same level of subsidy as the Grandfathered Employee provided the spouse is on the employee's plan at the time of retirement and all applicable retiree health benefit plan contributions are paid on a timely basis.
3. Upon retirement, Grandfathered Employees will be eligible for the same retiree health benefits as described in this plan under items 1 and 2 as of January 1, 2014.
4. Non - Medicare Retirees over the age of 62:
 - a) County's explicit subsidy will partially offset the average cost of single-person coverage.
 - b) County's explicit subsidy will equal \$550/month in 2014, and will increase by the lessor of 3.0% or the COBRA rate increase each year.
 - c) Change applies to current and future retirees effective 11/1/2014.
5. Non-grandfathered employees are defined as current employees -prior to July 1, 2010, who complete 20 years of consecutive service for Oconee County.
 - a) Non-grandfathered employees will not be eligible for the spousal subsidy described herein upon retirement.
 - b) Non-grandfathered employees who retire prior to age 62 will be eligible for a \$300 per month indexed subsidy up to age 62. This monthly subsidy will increase annually by the lower of CPI-U (Consumer Price Index All Urban Consumers) on a September over September comparison basis or 3% per year.
 - c) Non-grandfathered employees who retire and have attained the age of 62 will be eligible for a \$550 per month indexed subsidy to be adjusted by the lessor of 3% or the COBRA rate increase, up to age 65.
 - d) County paid health insurance coverage ceases for non-grandfathered retirees when the retiree becomes Medicare eligible.
6. Prior to attaining age 65 or becoming Medicare eligible, any retiree who has 20 consecutive years of Oconee County service and declined coverage may re-enroll in the Plan at any time in the future at an open enrollment period provided they maintained continuous coverage with a break in coverage no longer than 63 days at any given time under another health benefit plan or health insurance plan. Once entering the Plan, the rules and regulations described herein will apply to such retiree.

**Oconee County Government
Retiree Health Plan Guidelines
Including Changes Effective on 1/1/2014**

Oconee County Government began contributing to retiree health benefits (the "Retiree Health Benefit Plan" or "Plan") on the behalf of employees on January 1, 1985. Several amendments to the County's Plan guidelines have occurred since that time; however nothing in these Plan amendments permits or affords grandfathering eligibility for any individual other than those outlined explicitly in these current guidelines. For all groups identified in these guidelines, **only** actual Oconee County service is considered for the purposes of determining contribution percentages by Oconee County. **No purchased service time of any kind will be considered for any group for purposes of these guidelines or retiree health benefits from Oconee County.**

Oconee County offers certain limited retiree health insurance benefits to those retirees with a hire date prior to July 1, 2010 ("7-1-2010"), and who have twenty (20) or more years of continuous service with Oconee County as of December 1, 2013 (the "Grandfathered" employees), who meet the criteria specified below. This Plan as presented is subject to change and the County's ability to fund this benefit can be impacted by fiscal challenges and legislative changes. **DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN AS DESCRIBED HEREIN MAY BE DEEMED NON-SUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH INSURANCE GUIDELINES DESCRIBED HEREIN OR OTHERWISE ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) IS "AT WILL" AND THAT NO OCONEE COUNTY EMPLOYEE (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) HAS AN EMPLOYMENT AGREEMENT OR CONTRACT, AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING, WITHOUT LIMITATION, THOSE DESCRIBED IN THE PLAN IS ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.**

Employees hired after 6-30-2010 **will not be** eligible to participate in the Retiree Health Benefit Plan upon their retirement; the County will **not** pay any portion of their retiree health benefits and they will **not** be eligible to receive any County subsidy for the purposes of retiree health costs.

The following changes apply to current retirees and grandfathered (is described herein, only) employees who become retirees on or after the effective date of January 1, 2014 ("1-1-2014").

Section 1: Covered Grandfathered Retirees; Current Grandfathered Employees; and Past Employees who have 20 Continuous Years of Service with Oconee County as of 12/31/2013 – Medicare Eligible (Post 65)

Retiree Medicare Eligible (Post 65 years old)	Amount of Subsidy
Applies to current and future retirees w/20 years of service as of 12/31/13**	\$150/monthly (\$300 monthly if married and spouse is covered by employee's medical coverage) (subsidy would increase at the lesser of 3.0% or CPI-U (the Consumer Price Index for All Urban Consumers) increase each year (soft cap)***

****Retiree will be removed from County insurance plan and offered a subsidy once the retiree reaches age 65 or otherwise becomes Medicare eligible, whichever comes later. ****

*****Spouses with medical coverage in effect as of January 1, 2014 may continue to be covered as long as the retiree is eligible under the Plan and all applicable retiree contributions are paid on a timely basis. The spouse will no longer be eligible for participation in the Retiree Health Benefit Plan once they become Medicare eligible. However, the spouse would be eligible for the monthly subsidy as long as they have been continuously covered under the plan and all applicable retiree contributions have been paid on a timely basis. Should coverage on the spouse be terminated at any time after the date of retirement of the retired employee, the spouse will not be eligible for re-enrollment; however, COBRA continuation coverage may be available.**

Section 2: Covered Grandfathered Retirees; Current Grandfathered Employees; and Past Grandfathered Employees who have 20 Continuous Years of Service with Oconee County as of December 31, 2013 who are not 65 years old:

Retiree Non-Medicare Eligible (Younger than 65)	Amount of Subsidy
Applies to current and future retirees w/20 years of service as of 12/31/13**	\$550/monthly (\$1,100 monthly if married and spouse is covered) (subsidy would increase annually at the lesser of 3.0% or the prevailing COBRA rate increase each year)***

****Retiree will be removed from County insurance plan and provided with a subsidy once the retiree reaches age 65 or otherwise becomes Medicare eligible, whichever occurs later. Retiree will share in the cost of future benefit plan cost increases. ****

*****Spouses with medical coverage in effect as of January 1, 2014 may continue to be covered as long as the retiree is eligible under the Plan and all applicable retiree contributions are paid. The spouse will no longer be eligible for participation in the Retiree Health Benefit Plan once they become Medicare eligible. However, they would be eligible for the monthly subsidy as long as they have been continuously covered under the Plan and all applicable premiums or retiree contributions have been paid on a timely basis. Should coverage on the spouse be terminated at any time after the date of retirement of the retired employee, the spouse will not be eligible for re-enrollment; however, COBRA continuation coverage may be available.**

Section 3: Non-Grandfathered Retirees who otherwise qualify for retiree benefits under the eligibility provisions of this Plan because of 20 Continuous Years of Service with Oconee County and who are 65 years of age and are Medicare Eligible (Post 65) will not be eligible to participate in County's Health Plan or Retiree Health Benefit Plan and will not receive a monthly subsidy.

Section 4: Non-Grandfathered Retirees who otherwise qualify for retiree benefits under the eligibility provisions of this Plan who have at least Twenty (20) Continuous Years of Service with Oconee County and who are 62 years of age but who are not yet Medicare eligible will be eligible to participate in Oconee's Retiree Health Benefit Plan as follows:

Retiree Non-Medicare Eligible who are at least 62 years of age (Pre- 65)	Amount of Subsidy
Applies to current and future non-grandfathered retirees who were employed by Oconee County on or after July 1, 2010 who also have at least 20 years of continuous service with Oconee County.**	\$550/monthly (annual increase in subsidy would increase at the lesser of 3.0% or the prevailing COBRA rate increase each year. ***

****Retiree will be removed from County Retiree Health Benefit Plan once the retiree reaches age 65 or otherwise becomes Medicare eligible, whichever occurs later. Retirees will share in the cost of future benefit Plan increases until such removal. ****

*****Only employees who retire after twenty (20) or more years of continuous service to Oconee County may participate in the health Plan upon retirement. A spouse will not be eligible for the Retiree Health Benefit Plan; however, COBRA continuation coverage may be available. *****

Section 5: Non-Grandfathered Retirees who otherwise qualify for retiree benefits under the eligibility provisions of this Plan who retire prior to age 62 with 20 or more years of continuous service to Oconee County will be eligible for the following benefits:

Non-Grandfathered Retiree who is younger than 62 years of age	Amount of Subsidy
Applies to current and future non-grandfathered retirees who were employed by Oconee County on or after July 1, 2010 who also have at least 20 consecutive years of service with Oconee County. **	\$300/monthly (subsidy would increase annually at the lesser of 3.0% or CPI- U (the Consumer Price Index for All Urban Consumers) increase each year) ***

****Retiree will be removed from County Retiree Health Benefit Plan once the retiree reaches age 65 or otherwise becomes Medicare eligible, whichever occurs later. Retirees will share in the cost of future benefit plan increases until such removal. ****

*****Only non-grandfathered employees who retire with twenty (20) or more years of continuous service to Oconee County may participate in the health Plan upon retirement. A spouse will not be eligible for the health insurance Plan or retirement benefit Plan; however, COBRA continuation coverage may be available. *****

PLAN SUSTAINABILITY

Oconee County offers certain limited retiree health benefits to employees who were hired prior to 7-1-2010 and have been employed with Oconee County for twenty (20) continuous years of service at the time of retirement. However, rising costs and legislative changes have resulted in changes to this plan, such as the discontinuance of the retiree Plan for employees hired subsequent to 6/30/2010, and may in the future affect the County's ability to continue this benefit. This plan as presented is subject to change in the sole discretion of the County, and the County's ability to fund this benefit can and will be impacted by budget challenges.

Oconee County offers certain limited retiree health insurance benefits to those retirees with a hire date prior to July 1, 2010 ("7-1-2010"), and who have twenty (20) or more years of continuous service with Oconee County as of December 1, 2013 (the "Grandfathered" employees), who meet the criteria specified below. This Plan as presented is subject to change and the County's ability to fund this benefit can be impacted by fiscal challenges and legislative changes.

DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN AS DESCRIBED HEREIN MAY BE DEEMED NON-SUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH INSURANCE GUIDELINES DESCRIBED HEREIN OR OTHERWISE ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) IS "AT WILL" AND THAT NO OCONEE COUNTY EMPLOYEE (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) HAS AN EMPLOYMENT AGREEMENT OR CONTRACT, AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING, WITHOUT LIMITATION, THOSE DESCRIBED IN THE PLAN IS ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.

ATTACHMENT (D) TO ORDINANCE 2013-01

**Oconee County, South Carolina
General Fund Summary
2013-2014 Budget**

Revenues and Other Financing Sources							
Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Property Taxes	32,569,967	33,103,502	31,099,884	30,750,000	30,500,000	31,070,200	-
Intergovernmental	4,399,082	3,420,561	2,955,924	3,841,840	3,485,080	3,490,980	-
Licenses, Permits and Fees	3,082,181	2,649,163	2,647,540	2,912,300	3,002,050	2,980,950	-
Fines and Forfeitures	460,477	397,593	358,911	501,000	301,500	301,500	-
Charges for Services	655,538	1,445,609	1,651,092	1,809,300	1,602,145	1,703,492	-
Interest and Investment Income	461,059	358,725	375,600	317,300	223,500	237,600	-
Miscellaneous and Other	204,990	218,145	140,520	162,053	91,083	91,083	-
Other Financing Sources	624,270	1,182,505	3,052,709	3,085,629	1,379,200	1,575,000	-
	42,928,673	42,785,708	42,355,425	43,179,332	40,665,341	41,534,765	-

Expenditures and Other Financing Uses							
Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
General Government	10,445,089	10,677,913	10,353,318	10,370,707	10,866,551	11,013,000	-
Public Safety	12,956,870	13,695,807	14,081,305	14,356,090	13,220,447	10,190,083	-
Transportation	4,520,747	4,985,895	4,830,387	4,147,978	3,376,894	3,773,395	-
Public Works	3,319,943	3,771,330	3,835,370	3,715,811	4,236,545	3,673,451	-
Culture and Recreation	2,395,808	2,461,421	2,561,734	2,569,357	3,065,344	2,638,094	-
Judicial Services	2,232,279	2,412,645	2,571,316	2,579,140	2,702,112	2,735,695	-
Health and Welfare	2,256,806	2,376,185	3,160,105	3,558,139	605,600	605,600	-
Economic Development	248,858	268,608	412,310	363,180	607,211	521,385	-
Other Financing Uses	6,956,220	1,883,872	51,804	1,520,200	55,000	55,000	-
	44,344,126	42,015,725	42,325,792	43,179,332	49,145,173	41,534,735	-

Net Change in Fund Balance	(1,415,653)	773,984	329,723	0	(8,480,782)	0	-
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0.00 Mileage Needed

Revenues and Other Financing Sources

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Property Taxes	32,669,967	33,103,802	31,099,988	30,750,000	30,500,000	31,070,200	-
Intergovernmental	4,386,082	3,429,861	2,988,928	3,641,840	3,485,980	3,490,980	-
Licenses, Permits and Fees	3,062,191	2,649,168	2,847,540	2,912,300	3,002,050	2,900,950	-
Fines and Forfeitures	460,477	397,693	388,911	501,000	301,500	301,500	-
Charges for Services	855,538	1,449,808	1,561,092	1,809,300	1,582,148	1,783,492	-
Interest and Investment Income	461,359	358,726	375,890	317,300	223,600	237,600	-
Miscellaneous and Other	208,900	218,145	140,520	162,053	91,063	91,063	-
Other Financing Sources	824,279	1,182,505	3,052,766	3,085,529	1,379,000	1,579,000	-
	42,928,573	42,789,708	42,355,425	43,179,332	40,665,341	41,534,785	-

Expenditures and Other Financing Uses

Department by Function	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
General Government							
Administrative Services (747)	593,855	568,331	542,631	565,371	989,465	980,199	-
Administrator (717)	199,154	227,009	479,131	756,954	451,067	736,045	-
Assessor (301)	1,217,692	2,303,637	1,315,143	1,099,700	1,130,747	1,101,607	-
Auxiliary (302)	363,003	422,487	438,844	457,852	462,844	462,857	-
Board of Assessment Appeals (303)	4,380	5,853	7,618	11,822	11,822	11,822	-
County Council (704)	331,180	317,917	316,528	350,100	393,513	342,054	-
Delinquent Tax Collector (305)	410,783	355,677	438,025	441,995	455,264	453,895	-
Engineering Services (743)	46,027	2,263	-	-	60,000	-	-
Facilities Maintenance (714)	1,344,221	950,481	1,160,262	995,092	1,085,235	1,066,510	-
Human Resources (710)	846,508	903,330	889,516	790,723	-	-	-
Information Technology (711)	850,502	1,427,146	1,582,814	1,333,719	1,312,079	1,308,075	-
Legislative Delegation (706)	80,655	79,209	64,906	84,457	86,441	88,441	-
Non-Departmental (709)	730,054	852,027	922,859	1,177,260	2,001,282	2,281,282	-
Planning (712)	189,872	199,185	241,167	220,148	-	-	-
Procurement (713)	187,676	185,923	193,055	198,517	203,212	202,662	-
Register of Deeds (735)	354,319	299,798	319,486	313,253	374,944	328,263	-
Soil and Water Conservation District	47,277	54,829	54,743	80,186	60,802	71,740	-
Tax Center (304)	174,592	987	-	-	-	-	-
Treasurer (306)	426,184	482,699	515,728	494,013	588,763	517,197	-
Vehicle Maintenance (721)	1,670,104	775,691	847,424	850,450	1,022,708	867,490	-
Voter Registration and Elections (71)	172,828	159,767	200,373	169,653	170,804	173,905	-
Zoning (727)	4,649	3,066	-	-	-	-	-
	10,445,089	10,677,513	10,563,310	10,378,767	10,866,651	11,012,020	-
Public Safety							
Animal Control (110)	394,048	461,913	523,500	484,452	609,132	523,533	-
Building Codes (702)	594,873	510,992	465,705	499,884	694,006	615,123	-
Communications (104)	1,233,350	1,302,393	1,382,445	1,559,967	1,620,256	1,525,950	-
Coroner (103)	144,531	151,995	158,288	146,339	461,453	381,663	-
Detention Center (108)	2,466,698	2,815,534	2,761,947	3,009,549	3,707,258	3,042,614	-
Emergency Management (105)	-	-	-	394,797	771,948	637,857	-
Emergency Services (107)	2,216,531	2,132,020	2,197,756	-	-	-	-
Fire Departments (102)	-	-	-	1,303,356	3,139,662	3,041,166	-
Sheriff (101)	6,918,839	8,222,110	6,591,695	6,352,667	7,216,520	6,442,088	-
	12,968,870	13,596,957	14,051,365	14,356,690	18,220,447	15,190,063	-
Transportation							
Airport (720)	617,109	807,098	1,020,517	1,002,420	1,197,462	1,177,597	-
Roads and Bridges (601)	3,903,639	3,789,897	3,618,570	3,145,556	7,179,402	2,595,790	-

Expenditures and Other Financing Uses							
Department by Function	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
	4,520,747	4,666,985	4,639,387	4,147,975	8,378,854	3,773,396	-
Public Works							
Solid Waste (718)	3,319,543	3,771,339	3,935,370	3,715,811	4,236,645	3,673,451	-
Culture and Recreation							
Chau Ram Park (205)	193,699	174,822	192,144	186,945	217,482	188,807	
High Falls Park (203)	293,247	274,886	281,133	270,461	308,622	276,622	
Library (206)	1,195,724	1,283,462	1,304,984	1,347,614	1,483,921	1,382,757	
Parks, Recreation and Tourism (202)	439,785	469,976	534,860	481,005	544,621	505,071	
South Cove Park (204)	273,351	268,844	248,583	272,732	480,457	273,797	
	2,396,808	2,461,421	2,561,734	2,589,357	3,066,344	2,638,064	-
Judicial Services							
Clerk of Court (501)	519,310	663,266	713,845	694,200	760,783	736,716	
Magistrate (509)	591,210	643,373	664,584	662,803	748,123	738,365	
Probate Court (502)	406,827	441,464	373,911	370,185	385,831	393,191	
Public Defender (510)	150,000	150,000	175,000	212,000	220,000	200,000	
Solicitor (504)	464,930	514,343	623,978	639,953	677,375	677,375	
	2,232,278	2,412,446	2,571,318	2,579,140	2,792,112	2,735,666	-
Health and Welfare							
Health and Human Services(705)	2,012,612	2,076,392	2,894,405	3,279,331	650,610	650,610	
Department of Social Services (402)	12,328	7,864	11,852	12,500	12,500	12,500	
Health Department (403)	69,263	119,444	105,572	82,313	82,313	82,313	
Veterans Affairs (404)	172,403	174,483	176,275	183,992	190,427	190,427	
	2,256,806	2,378,183	3,189,105	3,558,136	935,850	935,850	-
Economic Development							
Economic Development (707)	248,696	266,606	412,310	363,188	607,211	621,285	-
Other Financing Sources	5,956,299	1,863,872	81,804	1,520,268	55,000	55,000	-
Total Expenditures and Other Financing Sources	44,344,136	42,015,726	42,026,702	43,179,332	49,146,123	41,534,785	-
					(6,480,782)	0	
						1,505,848	
						300,000	
						500,000	

Oconee County, South Carolina
Property Taxes
 2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Council Approved	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Property Taxes - Operations	32,669,967	33,103,802	31,099,988	30,750,000	30,500,000		
Real Estate	27,123,355	27,773,354	27,211,911	26,615,463	27,000,000	26,755,217	
Vehicle	1,912,327	1,912,359	1,795,064	1,853,076	1,900,000	1,832,983	
Fee-In-Lieu	937,098	1,202,024	1,162,902	1,228,921	1,200,000	1,200,000	
Delinquent	1,735,801	1,229,647	929,023	931,896	932,000	932,000	
Penalties & Fees						350,000	
Tax Increase - .9 millage						-	
Total Property Taxes	32,669,967	33,103,802	31,099,988	30,750,000	30,500,000	31,070,200	-

Oconee County, South Carolina
Intergovernmental
2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Anderson Oconee Meth. Grant	10,553	9,485	-	10,000	-	-	-
Salary Reimbursement - Solicitor	7,818	-	-	-	-	-	-
Impact Fee For Tires	26,027	29,692	28,360	30,000	22,000	22,000	-
1/2 Pollution Control Fine	6,811	3,225	16,850	16,000	2,000	2,000	-
State Aid to Subdivisions	3,038,376	2,577,854	2,286,169	2,939,880	2,800,000	2,805,000	-
Flood Control	4,137	4,072	5,012	4,000	12,000	12,000	-
Accommodation Tax	-	-	-	-	-	-	-
Sheriff Supplement	1,575	1,575	1,575	1,496	1,576	1,576	-
Coroner Supplement	1,575	1,575	1,575	1,496	1,576	1,576	-
Registration Board	3,268	-	6,248	5,000	2,000	2,000	-
Register of Deeds Supplement	1,575	1,575	1,575	1,496	1,576	1,576	-
Clerk of Court Supplement	1,575	1,575	1,575	1,496	1,576	1,576	-
Probate Judge Supplement	1,575	1,575	1,575	1,496	1,576	1,576	-
Veterans' Affairs State Aid	5,267	5,267	4,951	7,000	5,100	5,100	-
Resource Officer Reimbursement	154,537	155,604	153,092	153,000	153,000	153,000	-
Department of Social Services	120,624	103,317	100,863	120,000	100,000	100,000	-
Sheriff Title IVD Service of Process	13,035	11,963	10,428	13,000	10,000	10,000	-
National Forestry Title I Roads	796,401	350,772	224,967	205,000	225,000	225,000	-
Federal Owned Land PILT	-	-	34,307	30,000	30,000	30,000	-
Lake Patrol	9,064	11,165	-	5,000	-	-	-
Clerk of Court Title IV-D Unit Cost	98,122	129,505	110,405	88,500	87,000	87,000	-
Clerk of Court Title IV-D Incentive	40,618	7,407	-	8,000	30,000	30,000	-
Emergency Management Performance Grant FY2008	-	13,766	-	-	-	-	-
Emergency Management Performance Grant FY2009	41,047	8,874	-	-	-	-	-
Federal Miscellaneous Income	502	-	-	-	-	-	-
Total Intergovernmental	4,386,082	3,429,861	2,988,928	3,641,840	3,485,980	3,490,980	-

Oconee County, South Carolina
License, Permits, and Fees
2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Council Approved	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Computer List Fees	381	-	-	-	-	-	-
Temporary Tag Collection	5,595	5,885	6,110	5,800	5,000	5,200	
Vehicle Decal Fees	60,608	62,723	61,796	58,000	58,000	59,000	
Franchise Fee Cable TV	207,414	133,555	127,126	125,000	140,000	140,000	
Communication Tower Fees	2,000	8,000	13,000	12,000	5,000	5,000	
Sheriff Civil Fees	8,625	8,195	8,703	8,000	5,000	5,000	
Worthless Checks	-	-	7,985	4,500	5,500	5,500	
Sign Fees - Roads and Bridges Encroachment Fees - Roads and Bridges	294	1,765	2,640	2,000	6,000	1,200	
Library Fines and Fees	1,191	-	-	-	-	-	
Dog Adoption Fees	40,519	41,314	43,365	44,000	50,000	45,000	
Cat Adoption Fees	55,457	45,304	25,930	30,000	40,000	40,000	
Animal Boarding Fees	12,809	15,988	10,180	10,000	20,000	12,000	
Animal Boarding Fees	6,285	5,053	1,955	4,000	4,000	4,000	
Mobile Home Moving Permit Fees	1,585	2,043	2,360	2,500	2,500	2,500	
GIS Map Copies	3,292	3,643	2,667	2,600	2,900	2,500	
Clerk of Court	525,872	458,652	447,973	500,000	500,000	500,000	
3% State Document Fee	20,012	17,403	17,943	16,000	20,000	20,000	
Vehicle Maintenance Labor Reimbursement	1,854	1,241	4,751	1,200	2,000	2,000	
Probate Judge Estates	140,879	107,540	148,045	126,000	115,000	115,000	
Probate Judge Advertising	8,346	8,325	8,580	7,500	7,600	7,600	
Probate Judge Marriage Licenses	3,005	3,045	7,950	6,000	5,800	5,800	
Probate Judge Returns	270	860	630	500	250	250	
Probate Judge Marriage Certificates	4,305	4,305	4,090	4,500	4,800	4,800	
Probate Judge Marriage Ceremony	1,150	1,225	2,950	3,000	2,500	2,500	
Probate Judge Orders	25	135	70	-	-	-	
Probate Judge Conservators	5,108	4,430	1,657	500	1,000	1,000	
Tax Collectors Fees	51,494	55,292	51,918	270,000	300,000	300,000	
Building Codes	407,009	317,185	305,566	325,000	350,000	350,000	
Building Codes Mobile Home Fees	17,845	15,875	17,570	17,000	15,000	15,000	
Building Codes Plan Review Fees	37,259	23,792	22,993	25,000	50,000	25,000	
Subdivision Plan Review Fees	630	1,725	850	1,000	2,000	2,000	
Register of Deeds	469,136	436,687	440,584	490,000	500,000	500,000	
Solid Waste Impact Fee for Tires	945	2,811	1,861	2,400	2,400	2,400	
Vital Statistic Fees	20,848	19,011	19,783	17,500	12,000	12,000	
Magistrate Court Fees	8,729	7,185	2,704	2,900	1,500	1,500	
Magistrate Civil Paper Fees	79,697	75,916	78,758	71,000	71,000	71,000	
Magistrate Collection Cost	613	1,143	5,807	3,000	4,500	4,500	
Solid Waste Tipping Fees	459,839	721,847	739,749	700,000	710,000	710,000	
Documents - Planning	-	12	164	-	1,200	1,200	
Land Use Appeals - Planning	-	177	237	-	-	-	
911 Service Reimbursement - Oconee Medical Center	-	33,287	-	-	-	-	
Solid Waste - Recyclables	328,900	-	-	-	-	-	
Solid Waste - Mulch Sales	41,744	-	-	-	-	-	
Worthless Checks	172	-	-	4,000	-	-	
50% Tobacco Fines	13	-	-	-	-	-	
Total License, Permits, and Fees	3,062,181	2,649,188	2,647,540	2,912,300	3,002,050	2,980,950	-

Oconee County, South Carolina
 Fines and Forfeitures
 2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Magistrate Fines	459,685	396,964	367,701	500,000	300,000	300,000	
25% Boating Fines Retained	613	729	1,210	1,000	1,500	1,500	
Total Fines and Forfeitures	460,477	397,693	368,911	501,000	301,500	301,500	-

Oconee County, South Carolina
 Charges for Services
 2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Council Approved	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
High Falls Park	143,044	111,021	132,544	130,000	130,000	130,000	
South Cove Park	136,039	159,044	172,064	170,000	170,000	170,000	
Chau Ram Park	27,890	29,820	28,148	30,000	30,000	30,000	
PRT Revenue	-	34,049	-	-	-	-	
PRT Season Pass/Treasurer	810	1,030	1,245	500	700	700	
County Map Sales	-	250	218	200	200	200	
Airport - Hanger Rent	88,052	89,855	110,044	112,000	105,000	105,000	
Airport Comm./Mechanic	6,000	6,000	6,000	5,250	6,300	6,300	
Tie Down	3,823	3,220	2,263	3,300	1,000	1,000	
Airport Miscellaneous	7,169	4,516	3,859	3,000	2,600	2,600	
Airport - Rent - Airline Road House	5,200	4,840	4,800	4,800	-	-	
Airport - Rent - Mt. Nebo Road House	4,800	4,800	4,800	4,800	-	-	
Bare Land Lease	950	950	950	950	950	950	
Airport - Call Out Fees	780	1,254	3,400	3,000	2,000	2,000	
Airport - Long-Term Parking Fees	520	510	300	500	800	800	
Airport - Ramp Fee	-	655	1,630	1,000	1,250	1,250	
Airport - Aviation Fuel	208,290	258,949	266,112	300,000	254,203	273,280	
Airport - Jet Fuel	222,051	302,344	504,462	500,000	867,145	709,412	
Solid Waste - Recyclables	-	387,790	403,504	500,000	275,000	315,000	
Solid Waste - Mulch Sales	-	38,940	34,729	40,000	35,000	35,000	
Total Charges for Services	855,538	1,449,809	1,681,092	1,809,300	1,682,148	1,783,492	-

Oconee County, South Carolina
Interest and Investment Income
2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Interest - Administrative Investment Accounts	312,352	211,840	151,407	200,000	102,000	122,000	
Interest - Delinquent Property Sale Fund Investment Accounts	-	2,190	-	-	1,300	1,300	
Interest - Solid Waste Investment Accounts	-	83	-	-	-	-	
Interest - State Investment Accounts	238	763	15,507	2,000	8,000	2,000	
Interest - World's Foremost Investment Accounts	10,130	(292)	7,771	8,800	8,800	8,800	
Interest - Capital Expend Investment Accounts	1,130	7,750	1,881	2,500	1,500	1,500	
Interest - Multi Bank Investment Accounts	128,057	110,375	150,083	70,000	70,000	70,000	
Interest - 1st Empire Investment Accounts	-	794	-	-	-	-	
Interest - 1st Tennessee Investment Accounts	11,152	6,171	49,031	36,000	34,000	34,000	
Interest - Walhalla Rescue Squad Loan	-	19,052	-	-	-	-	
Total Interest and Investment Income	461,059	358,726	375,680	317,300	223,600	237,600	-

Oconee County, South Carolina
Miscellaneous and Other
2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Land Sales - Forfeited Land Commission (FLC)	-	20,585	7,618	-	-	-	-
Auditor FLC Delinquent Tax Fee	-	11,115	5,230	-	-	-	-
Auditor FLC Processing Fees	-	1,340	600	-	-	-	-
Rent - USDA Building	2,400	2,400	2,400	2,400	2,400	2,400	-
Rent - Bantam Chef	6,250	3,000	2,750	3,000	3,000	3,000	-
Rent - Oconee - Pickens Vocational Rehabilitation	4,157	7,806	10,000	10,000	-	-	-
Miscellaneous Income	96,464	92,758	50,504	70,000	10,000	10,000	-
Miscellaneous - Sheriff	10,063	6,975	9,203	8,000	6,500	6,500	-
Inmate Work Release Program	6,558	3,015	384	3,000	1,000	1,000	-
Assessor's Office	-	800	-	-	1,500	1,500	-
Animal Control Court Settlements	-	1,375	314	500	-	-	-
Miscellaneous - Probate Judge	15,551	15,733	12,272	15,000	15,000	15,000	-
Miscellaneous - Building Codes	1,255	1,580	81	100	800	800	-
Master in Equity	39,120	34,975	28,075	39,000	39,000	39,000	-
Soil and Water	6,139	6,139	6,139	6,139	6,139	6,139	-
Appalachian Council of Governments (ACOG) Annual Reimbursement	2,924	2,924	2,924	2,924	2,924	2,924	-
Forfeited Land Commission (FLC) Land Contribution	18,099	-	-	-	-	-	-
Storm Water Assistance Fund	-	1,505	2,027	2,000	2,800	2,800	-
Temporary Adjustment/ Supplemental	-	3,520	-	-	-	-	-
Total Miscellaneous and Other	208,990	218,145	140,520	162,063	91,063	91,063	-

Oconee County, South Carolina
Other Financing Sources
2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Transfer From Capital Projects Fund	626,515	129,152	-	-	-	-	-
Transfer From Miscellaneous Special Revenues Fund	97,453	23,500	23,500	40,139	25,000	25,000	-
Transfer From Rock Quarry	-	890,526	776,152	700,000	1,000,000	1,000,000	-
Transfer From State Accommodations Tax	7,500	-	28,750	28,750	29,000	29,000	-
Transfer From Local Accommodations Tax	-	57,949	-	-	-	-	-
Transfer From Emergency Services Protection District	-	23,500	-	-	-	-	-
Sale of Capital Assets	18,307	57,888	42,325	25,000	25,000	25,000	-
Insurance Recovery	74,504	-	14,991	-	300,000	300,000	-
2011 Capital Lease Purchase Funds	-	-	1,614,812	-	-	-	-
2014 Capital Lease Purchase Funds	-	-	-	-	-	-	-
Capital Lease Purchase Funds	-	-	-	380,000	-	-	-
Use of Assigned Fund Balance - Solid Waste	-	-	-	-	-	200,000	-
Use of Restricted Fund Balance - Advance to Economic Development	-	-	-	750,000	-	-	-
Use of Fund Balance in Compliance with Fund Balance Policy	-	-	552,236	1,161,640	-	-	-
Total Other Financing Sources	824,279	1,182,505	3,052,766	3,085,529	1,379,000	1,579,000	-

Revenues and Other Financing Sources

Description	FY 2014 Admin Recom	FY 2014 Council Approved
Property Taxes	31,070,200	-
Intergovernmental	3,490,980	-
Licenses, Permits and Fees	2,980,950	-
Fines and Forfeitures	301,500	-
Charges for Services	1,783,482	-
Interest and Investment Income	237,600	-
Miscellaneous and Other	91,053	-
Other Financing Sources	1,579,038	-
	41,534,785	-

Expenditures and Other Financing Uses

Department by Function	Total Cost	Net Cost	Wills Needed	Percent of Budget	Operational Costs	Personal Costs	Total FT Employees	Cost per Employee
General Government								
Administrative Services (747)	980,190	880,540	1.75	2.36%	138,790	843,400	12	70,284
Administrator (717)	736,046	647,191	1.30	1.77%	346,229	389,617	3	129,839
Assessor (301)	1,101,697	975,822	1.95	2.65%	183,250	918,447	18	51,025
Auditor (302)	462,857	410,603	0.82	1.11%	93,195	369,662	7	52,809
Board of Assessment Appeals (303)	11,622	10,310	0.02	0.03%	1,050	10,572	1	10,572
County Council (704)	342,064	304,011	0.61	0.82%	205,065	136,999	8	22,833
Delinquent Tax Collector (305)	453,898	132,655	0.21	1.09%	292,300	161,598	3	53,866
Facilities Maintenance (714)	1,086,510	993,849	1.94	2.62%	623,845	562,995	12	46,889
Information Technology (711)	1,308,079	1,157,935	2.33	3.15%	605,700	702,379	12	58,532
Legislative Delegation (706)	86,441	78,882	0.16	0.21%	15,325	71,116	1	71,116
Non-Departmental (709)	2,281,282	2,023,739	4.06	5.49%	2,256,282	25,000	-	-
Procurement (713)	202,862	179,782	0.36	0.45%	11,743	190,819	3	63,640
Register of Deeds (735)	328,283	(230,354)	(0.46)	0.79%	62,853	245,430	4	61,357
Soil and Water Cons. District (716)	71,740	54,875	0.13	0.17%	29,638	42,102	1	42,102
Treasurer (306)	517,197	394,608	0.79	1.25%	147,174	370,023	7	52,860
Vehicle Maintenance (721)	897,400	787,548	1.54	2.00%	67,750	779,730	14	55,695
Voter Registration and Elections (722)	173,566	152,326	0.31	0.42%	46,715	126,260	2	62,625
	11,012,020	8,871,089	17.61	26.51%	5,066,904.0	6,945,116	106	58,066
Public Safety								
Animal Control (110)	523,533	410,667	0.82	1.26%	249,360	274,173	6	45,695
Building Codes (702)	616,123	137,179	0.26	1.48%	78,296	536,627	9	59,647
Communications (104)	1,625,000	1,353,714	2.72	3.67%	320,650	1,205,340	22	54,785
Coroner (103)	361,663	319,275	0.64	0.87%	278,900	62,703	1	62,703
Detention Center (105)	3,042,614	2,699,120	5.42	7.33%	850,280	2,192,334	36	60,898
Emergency Management (106)	637,857	594,070	1.18	1.54%	396,816	241,041	3	80,347
Fire Departments (102)	3,041,165	2,859,639	6.74	7.32%	1,889,630	1,151,638	17	67,743
Sheriff (101)	6,442,038	5,537,746	11.12	15.51%	853,000	-	67	-
	16,190,863	13,911,629	27.93	39.98%	4,917,932	5,684,053	181	31,404
Transportation								
Airport (720)	1,177,697	(57,939)	(0.12)	2.64%	656,940	290,657	6	48,443
Roads and Bridges (601)	2,595,789	2,076,548	4.17	6.25%	498,975	2,095,024	38	55,160
	3,773,396	2,018,609	4.05	9.09%	1,385,915	2,387,481	44	54,261
Public Works								
Solid Waste (718)	3,673,461	1,986,339	4.01	8.84%	1,811,311	1,662,140	35	53,204

Expenditures and Other Financing Uses

Department by Function	Total Cost	Net Cost	Mills Needed	Percent of Budget	Operational Costs	Personnel Costs	Total FT Employees	Cost per Employee
Culture and Recreation								
Cheu Ram Park (205)	188,807	137,492	0.28	0.45%	30,126	158,682	3	52,854
High Falls Park (203)	276,822	115,393	0.23	0.57%	71,313	205,309	4	51,327
Library (208)	1,392,757	1,190,523	2.39	3.38%	332,765	1,059,992	18	58,888
Parks, Recreation and Tourism (2)	506,071	419,238	0.84	1.22%	226,025	280,046	3	93,349
South Cove Park (204)	273,797	72,887	0.15	0.65%	83,003	190,797	4	47,699
	2,638,054	1,935,533	3.89	6.35%	743,228	1,894,826	32	59,213
Judicial Services								
Clerk of Court (501)	736,715	39,039	0.08	1.77%	170,822	566,893	12	47,174
Magistrate (509)	738,385	274,526	0.55	1.78%	153,116	585,269	9	65,030
Probate Court (502)	383,191	185,405	0.37	0.92%	32,880	350,311	6	58,385
Public Defender (510)	200,000	177,420	0.36	0.48%	200,000	-	-	-
Salvator (504)	577,375	595,404	1.20	1.63%	1,500	675,875	9	75,097
	2,736,666	1,272,792	2.56	6.59%	558,118	2,177,548	36	60,467
Health and Welfare								
Health and Human Services(705)	650,610	290,328	0.60	1.57%	650,610	-	-	-
Department of Social Services (4)	12,600	11,099	0.02	0.03%	12,500	-	-	-
Health Department (403)	82,313	73,020	0.15	0.20%	82,313	-	-	-
Veterans' Affairs (404)	190,427	163,829	0.33	0.48%	8,524	181,903	3	60,634
	936,850	547,268	1.10	2.25%	753,947	181,903	3	60,634
Economic Development								
Economic Development (707)	521,285	468,151	0.94	1.26%	281,285	240,000	4	60,000
Other Financing Sources								
	56,000	48,791	0.10	0.13%	55,000	-	-	-
Total Expenditures and Other Financing Sources								
	41,534,784	31,070,198	62.39	100%	15,573,610	20,373,066	441	46,197

15 Year-Round Part-Timers not included

**Oconee County, South Carolina
Administrative Services (747)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Combined Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	385,981	346,410	332,254	354,727	591,694	591,694	
Overtime	191	124	44	500	1,000	1,000	
Fringe	61,410	61,021	56,629	65,770	111,494	111,494	
Health Insurance	87,871	83,157	98,996	85,674	139,221	139,221	
Salary and Wage Totals	535,253	490,712	487,923	506,671	843,409	843,409	-
New Positions	-	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-	-
Travel	202	-	91	100	100	-	
Equipment Maintenance	1,689	2,966	1,840	725	2,150	2,200	
Professional	5,708	24,906	705	10,000	12,000	10,000	
Equipment Rental	-	-	-	1,050	2,150	2,200	
Telecommunications	1,359	1,253	-	-	-	-	
Data Processing	24,311	24,582	27,487	27,400	29,000	29,000	
Medical	-	-	-	-	35,000	35,000	
Advertising	-	-	-	425	500	500	
Dues: Organizations	895	1,055	945	1,000	1,760	1,760	
Staff Development	7,778	4,698	4,764	5,150	10,000	8,000	
Safety Equipment	-	-	-	-	2,500	2,500	
Small Equipment	3,399	7,189	3,380	1,500	3,600	3,000	
Operational	13,262	10,970	10,149	10,000	20,250	18,000	
IT Replacement	-	-	-	-	-	-	
Equipment/Software	-	-	5,347	1,350	5,000	5,000	
Periodicals	-	-	-	-	1,200	1,200	
Capital Expenditures	-	-	-	-	13,476	14,930	
Vehicle Maintenance	-	-	-	-	1,900	2,000	
Gasoline	-	-	-	-	1,500	1,500	
Expenditure Total	58,602	77,619	54,708	58,700	142,086	136,790	-
Department Total	593,855	568,331	542,631	565,371	985,495	980,199	-

Cost to Serve Analysis

Percentage of Budget	2.36%
Departmental Total Cost	980,199
Departmental Direct Revenue	-
Other Revenue	110,659
Cost in Tax Dollars	869,540
Estimated Millage	1.75

**Oconee County, South Carolina
Human Resources (710)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	150,909	151,262	156,256	159,368	-	-	-
Overtime	-	-	15	500	-	-	-
Fringe	24,584	27,065	27,752	30,037	-	-	-
Health Insurance	38,972	36,959	42,148	42,837	-	-	-
Salary and Wage Totals	214,465	215,286	226,171	232,741	-	-	-
New Positions	-	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-	-
Equipment Maintenance	537	444	340	750	-	-	-
Professional	1,907	1,664	1,440	2,000	-	-	-
Equipment Rental	546	728	728	1,100	-	-	-
Telecommunications	1,376	1,544	-	-	-	-	-
Medical	33,812	41,281	36,165	35,000	-	-	-
Insurance - Property and Liability	545,143	581,567	607,981	483,672	-	-	-
Advertising	165	-	-	-	-	-	-
Dues: Organizations	170	170	170	260	-	-	-
Staff Development	1,282	1,845	1,579	2,000	-	-	-
Safety Equipment	2,103	2,257	2,213	2,500	-	-	-
Small Equipment	-	638	4,208	500	-	-	-
Operational	6,932	8,244	6,687	6,750	-	-	-
Periodicals	1,123	1,133	1,163	1,200	-	-	-
Handicapped Services	896	-	-	-	-	-	-
Contingency	35,853	45,800	-	-	-	-	-
Vehicle Maintenance	-	293	152	750	-	-	-
Capital Expenditures	-	-	-	-	-	-	-
Gasoline	-	437	519	500	-	-	-
Expenditure Total	631,443	688,044	663,345	536,982	-	-	-
Department Total	845,908	903,330	889,516	769,723	-	-	-

Cost to Serve Analysis

Percentage of Budget	0.00%
Departmental Total Cost	-
Departmental Direct Revenue	-
Other Revenue	-
Cost in Tax Dollars	-
Estimated Millage	-

**Oconee County, South Carolina
Planning (712)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	131,104	132,773	132,878	143,705	-	-	-
Overtime	-	-	-	-	-	-	-
Fringe	22,959	25,168	27,021	28,816	-	-	-
Health Insurance	29,184	27,719	40,188	32,128	-	-	-
Salary and Wage Totals	183,246	185,658	200,085	204,648	-	-	-
New Positions	-	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-	-
Telecommunications	405	391	-	-	-	-	-
Professional	-	-	7,225	-	-	-	-
Dues: Organizations	510	920	560	800	-	-	-
Staff Development	890	2,135	1,899	2,000	-	-	-
Commission Honoraria	3,725	3,500	3,500	5,000	-	-	-
Small Equipment	-	2,862	2,931	3,000	-	-	-
Operational	917	1,998	2,825	3,000	-	-	-
IT Replacement Equipment/Software	-	-	-	-	-	-	-
Uniforms/Clothing	180	-	-	-	-	-	-
Vehicles/Equipment, Capital Expenditures	-	-	20,982	-	-	-	-
Vehicle Maintenance	-	116	188	400	-	-	-
Gasoline	-	584	992	1,300	-	-	-
Expenditure Total	6,626	12,507	41,102	15,500	-	-	-
Department Total	189,872	198,165	241,187	220,148	-	-	-

Cost to Serve Analysis

Percentage of Budget	0.00%
Departmental Total Cost	-
Departmental Direct Revenue	-
Other Revenue	-
Cost in Tax Dollars	-
Estimated Millage	-

**Oconee County, South Carolina
Administrator (717)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	157,032	159,732	218,670	272,805	296,388	296,388	
Overtime	-	1,311	1,897	1,000	1,000	1,000	
Fringe	15,260	31,689	44,565	55,510	60,301	60,301	
Health Insurance	19,456	18,479	37,563	32,128	32,128	32,128	
Supplement Life Program	3,072	-	-	-	-	-	
Salary and Wage Totals	194,820	211,212	302,695	361,443	389,817	389,817	-
New Positions	-	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-	-
Professional	-	1,962	57,628	3,500	5,000	5,000	
Telecommunications	1,314	1,764	-	-	-	-	
Advertising	-	2,995	56,093	35,000	30,000	50,000	
Dues: Organizations	25	1,105	1,535	2,000	10,000	2,500	
Staff Development	1,795	1,843	1,843	8,500	3,500	6,000	
Telephone System	157	-	-	-	-	-	
Small Equipment	-	1,425	5,161	500	250	250	
Operational	1,043	1,699	3,400	2,500	2,500	2,500	
Food	-	266	815	1,500	1,500	1,500	
Periodicals	-	139	-	100	-	-	
Vehicles/Equipment, Capital Expenditures	-	-	42,078	-	-	-	
Contingency	-	-	-	330,421	-	270,979	
Vehicle Maintenance - Administrator	-	618	548	2,500	1,500	1,000	
Vehicle Maintenance - Pine Street	-	14	-	1,000	1,000	500	
Gasoline - Administrator	-	1,918	7,335	8,000	6,000	6,000	
Gasoline - Pine Street	-	50	-	-	-	-	
Expenditure Total	4,334	15,798	176,436	395,521	61,250	346,229	-
Department Total	199,154	227,009	479,131	756,964	451,067	736,046	-

Cost to Serve Analysis

Percentage of Budget	1.77%
Departmental Total Cost	736,046
Departmental Direct Revenue	-
Other Revenue	88,855
Cost in Tax Dollars	647,191
Estimated Millage	1.30

**Oconee County, South Carolina
Airport (720)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	178,214	178,441	190,430	198,988	202,883	202,883	
Overtime	1,584	1,741	2,437	2,000	2,000	2,000	
Fringe	32,315	35,600	39,974	42,129	42,937	42,937	
Health Insurance	38,912	36,959	49,731	42,837	42,837	42,837	
Salary and Wage Totals	251,026	252,740	282,572	285,955	290,657	290,657	-
New Positions	-	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-	-
Building/Grounds Maintenance	13,875	9,230	22,617	11,000	20,500	18,500	
Equipment Maintenance	7,657	5,513	5,400	6,000	6,500	6,000	
Professional	-	-	4,650	4,500	15,000	4,500	
Equipment Rental	2,150	2,213	2,315	2,400	2,620	2,300	
Telecommunications	1,593	2,166	657	800	850	850	
Electricity	18,303	18,483	18,592	18,500	17,575	17,575	
Water/Sewer/Garbage	747	665	672	900	890	900	
Dues; Organizations	250	250	250	250	350	250	
Staff Development	1,082	1,026	1,950	1,000	2,900	1,300	
Commission Honoraria	600	500	500	700	700	700	
Safety Equipment	263	333	340	350	400	350	
Small Equipment	-	4,484	848	3,300	5,200	2,900	
Operational	6,870	6,415	5,431	7,000	7,450	6,750	
Postage	109	44	90	105	110	110	
Food	98	349	335	600	650	350	
Uniforms/Clothing	901	1,119	1,597	1,200	1,314	1,315	
Airport Resale Items	2,921	3,166	2,412	3,000	3,300	3,000	
Aviation Gas	139,928	222,441	189,531	310,000	229,281	229,000	
Jet Fuel	146,538	247,451	418,322	300,000	503,625	500,000	
Equipment, Capital Expenditures	-	-	27,286	9,050	19,960	19,960	
Buildings, Capital Expenditures	-	1,975	734	-	34,590	34,590	
Paving	2,500	-	-	-	-	-	
AV Unaccounted Gain/Loss	249	-	-	-	-	-	
Credit Cards Processing Fees	16,248	19,731	26,533	18,810	24,000	24,000	
Vehicle Maintenance	-	5,397	4,018	4,500	4,940	8,240	
Gasoline	-	2,330	4,245	2,000	2,000	2,000	
Diesel	-	1,075	878	1,500	2,100	1,500	
Miscellaneous Grant Match	5,201	-	-	9,000	-	-	
Expenditure Total	366,082	554,357	738,245	716,465	906,805	886,940	-
Department Total	617,109	807,098	1,020,817	1,002,420	1,197,462	1,177,597	-

Cost to Serve Analysis

Airport (720)
2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Percentage of Budget						2.84%	
Departmental Total Cost						1,177,597	
Departmental Direct Revenue						1,102,592	
Other Revenue						132,944	
Cost in Tax Dollars						(57,939)	
Estimated Millage						(0.12)	

Oconee County, South Carolina
 Animal Control (110)
 2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	149,542	146,467	145,752	155,185	157,752	157,752	
Overtime	14,443	15,657	17,361	15,000	28,000	15,620	
Fringe	28,259	31,825	33,901	35,898	39,059	35,545	
Health Insurance	58,447	55,439	61,011	64,255	64,255	64,255	
Salary and Wage Totals	250,691	249,387	258,055	270,339	289,066	274,173	-
New Positions							
Reclassifications (6 Positions)	-	-	-	-	29,512	-	
New Position Total	-	-	-	-	29,512	-	-
Building/Grounds Maintenance	6,804	4,611	11,353	10,700	10,700	10,700	
Professional	-	525	-	-	-	-	
Professional - Spay/Neuter Program	-	46,096	104,395	63,813	65,000	60,000	
Telecommunications	798	628	-	-	-	-	
Gas and Fuel Oil	12,743	12,682	15,045	14,000	14,420	14,000	
Electricity	12,360	10,941	11,275	13,000	13,390	12,500	
Water/Sewer/Garbage	4,336	4,838	3,254	4,800	4,800	4,500	
Medical	40,905	41,150	35,511	42,000	70,000	70,000	
Staff Development	4,497	3,691	4,605	4,500	5,000	4,500	
Small Equipment	6,899	4,876	1,800	4,000	4,500	4,000	
Operational	33,700	32,099	24,510	30,000	32,000	30,000	
Uniforms/Clothing	4,774	4,774	4,839	4,800	5,000	4,800	
Capital Equipment	-	-	-	-	9,237	-	
Capital Expenditures Building Vehicles/Equipment, Capital Expenditures	-	-	-	-	5,950	13,160	
General Gravel Use	-	-	-	1,500	1,500	-	
Vehicle Maintenance	-	3,570	4,449	4,000	5,000	4,000	
Gasoline	-	16,310	18,295	17,000	25,000	17,200	
Expenditure Total	143,357	212,527	265,445	214,113	290,554	249,360	-
Department Total	394,048	461,913	523,500	494,452	609,132	523,533	-

Rising Medical Costs due to Veterinary Clinics increasing spay/neuter costs for shelter.

Cost to Serve Analysis

Percentage of Budget	1.26%
Departmental Total Cost	523,533
Departmental Direct Revenue	55,000
Other Revenue	56,646
Cost in Tax Dollars	410,687
Estimated Millage	0.82

**Oconee County, South Carolina
Assessor (301)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	523,834	502,879	562,639	586,536	600,269	600,269	
Overtime	30,525	942	24,931	10,000	5,000	5,000	
Fringe	112,919	94,023	114,789	118,722	120,412	120,412	
Health Insurance	175,422	157,075	197,724	192,766	192,766	192,766	
Salary and Wage Totals	942,701	754,918	900,283	908,025	918,447	918,447	-
Reclassifications	-	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-	-
Equipment Maintenance	3,145	3,177	3,119	3,500	3,500	3,250	
Professional	183,484	1,509,800	234,140	34,415	1,000	1,000	
Reassessment			24,964		30,000	30,000	
Equipment Rental	4,716	4,694	4,694	4,700	4,700	4,700	
Telecommunications	3,986	3,013	-	960	-	-	
Data Processing	32,961	38,537	51,633	60,100	60,100	60,100	
Advertising	479	10,500	10,500	1,200	2,000	2,000	
Dues: Organizations	1,605	293	531	900	1,500	900	
Staff Development	18,396	16,624	18,450	18,000	19,500	18,500	
Small Equipment	5,395	16,379	10,543	5,100	7,500	7,500	
Operational	20,625	26,457	27,210	18,000	21,000	21,000	
Postage	17	-	21,108	1,000	-	-	
IT Replacement							
Equipment/Software	-	-	-	3,600	4,000	3,500	
Uniforms/Clothing	-	-	976	1,200	1,500	1,200	
Capital Expenditures							
Vehicle/Equipment	-	-	-	-	24,000	-	
Vehicle Maintenance	-	4,139	322	2,000	2,000	2,000	
Gasoline	-	5,106	6,670	7,000	10,000	7,500	
Expenditure Total	274,991	1,638,718	414,860	181,675	212,300	183,250	-
Department Total	1,217,692	2,393,637	1,315,143	1,089,700	1,130,747	1,101,697	-

Cost to Serve Analysis

Percentage of Budget	2.65%
Departmental Total Cost	1,101,697
Departmental Direct Revenue	1,500
Other Revenue	124,375
Cost in Tax Dollars	975,822
Estimated Millage	1.96

**Oconee County, South Carolina
Auditor (302)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	231,162	229,882	237,360	242,442	247,652	247,652	
Overtime	1,051	-	-	-	-	-	
Fringe	37,778	41,284	42,462	46,045	47,044	47,044	
Health Insurance	68,195	64,678	79,463	74,965	74,965	74,965	
Salary and Wage Totals	338,197	335,844	359,285	363,452	369,662	369,662	-
New Positions	-	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	
Equipment Maintenance	-	121	23	100	100	100	
Professional	2,616	-	-	1,000	1,000	1,000	
Equipment Rental	2,374	2,347	2,347	2,400	2,400	2,400	
Telecommunications	709	1,552	-	-	-	-	
Data Processing	-	53,299	49,840	58,050	57,437	57,450	
Dues: Organizations	150	150	150	150	150	150	
Staff Development	3,326	2,358	681	1,200	1,300	1,300	
Small Equipment	741	4,158	1,622	6,500	3,500	3,500	
Operational	4,385	20,846	24,076	23,200	24,095	24,095	
IT Replacement Equipment/Software	-	-	-	-	2,000	2,000	
Uniforms/Clothing	-	462	-	-	-	-	
Forfeited Land Commission (FLC) Expenditures	10,505	855	370	1,000	600	500	
Temporary Tags	-	495	-	600	700	700	
Interest Expense	-	-	450	-	-	-	
Expenditure Total	24,806	86,643	79,559	94,200	93,182	93,195	-
Department Total	363,003	422,487	438,844	457,652	462,844	462,857	-

Cost to Serve Analysis

Percentage of Budget	1.11%
Departmental Total Cost	462,857
Departmental Direct Revenue	-
Other Revenue	52,254
Cost in Tax Dollars	410,603
Estimated Millage	0.82

**Oconee County, South Carolina
Board of Assessment Appeals (303)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	3,811	4,910	6,503	10,310	10,310	10,310	
Fringe	109	198	244	262	262	262	
Salary and Wage Totals	3,920	5,109	6,747	10,572	10,572	10,572	-
New Positions	-	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-	-
Travel	221	418	771	950	950	950	
Telecommunications	129	126	-	-	-	-	
Staff Development	-	-	-	-	-	-	
Operational	109	200	100	100	100	100	
Expenditure Total	460	744	871	1,050	1,050	1,050	-
Department Total	4,380	5,853	7,618	11,622	11,622	11,622	-

Cost to Serve Analysis

Percentage of Budget	0.03%
Departmental Total Cost	11,622
Departmental Direct Revenue	-
Other Revenue	1,312
Cost in Tax Dollars	10,310
Estimated Millage	0.02

**Oconee County, South Carolina
Chau Ram Park (205)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Council Approved	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	88,406	91,698	95,027	97,387	99,451	99,451	
Overtime	3,313	4,177	4,049	4,500	4,500	4,500	
Fringe	17,278	19,757	22,415	22,150	22,603	22,603	
Health Insurance	29,184	27,719	29,966	32,128	32,128	32,128	
Salary and Wage Totals	138,180	143,351	151,457	156,145	158,682	158,682	-
New Positions							
Park Ranger I	-	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-	-
Building/Grounds Maintenance	6,881	11,887	5,994	11,500	39,000	9,000	
Equipment Maintenance	1,300	870	1,648	1,000	1,000	1,200	
Telecommunications	1,049	1,700	-	-	-	-	
Gas and Fuel Oil	2,060	1,517	2,249	1,700	1,700	1,900	
Electricity	7,669	5,853	6,570	7,000	7,500	7,000	
Water/Sewer/Garbage	1,247	1,012	971	1,400	1,400	1,250	
Small Equipment	3,990	1,994	2,342	1,000	1,000	2,350	
Operational	4,146	4,515	4,233	4,000	4,000	4,225	
Food	158	122	146	200	200	200	
Uniforms/Clothing	909	2,000	854	1,500	1,500	1,500	
Concessions	1,419	-	245	1,500	1,500	1,500	
Buildings, Capital Expenditures	23,541	-	5,000	-	-	-	
Vehicles/Equipment, Capital Expenditures	-	-	10,435	-	-	-	
SC Sales Tax	1,149	-	-	-	-	-	
Expenditure Total	55,519	31,271	40,687	30,800	58,800	30,125	-
Department Total	193,699	174,622	192,144	186,945	217,482	188,807	-

Cost to Serve Analysis

Percentage of Budget	0.45%
Departmental Total Cost	188,807
Departmental Direct Revenue	30,000
Other Revenue	21,315
Cost in Tax Dollars	137,492
Estimated Millage	0.28

**Oconee County, South Carolina
Clerk of Court (501)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Actual	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	354,485	367,752	291,422	298,530	292,070	292,070	
Salary and Wages - Federal	-	-	100,424	90,022	92,724	92,724	
Overtime	517	2,068	536	2,500	2,500	2,500	
Fringe	56,127	67,754	65,634	72,402	71,707	71,707	
Health Insurance	97,379	86,363	121,773	107,092	107,092	107,092	
Salary and Wage Totals	508,508	523,937	579,789	570,547	566,093	566,093	-
New Positions	-	-	-	-	-	-	-
Reclassification - Part-time Clerk I to Full-time					23,568	-	
New Position Total	-	-	-	-	23,568	-	-
Travel	328	500	496	500	500	500	
Equipment Maintenance	4,594	4,871	3,583	4,000	4,000	4,000	
Court Expenditures	48,834	54,189	61,642	53,000	53,000	53,000	
Equipment Rental	6,210	5,154	4,899	5,000	5,400	5,100	
Telecommunications	11,239	12,986	-	-	-	-	
Data Processing	6,310	29,712	30,289	33,850	33,000	33,000	
Staff Development	1,196	1,440	1,531	1,889	1,800	1,800	
Small Equipment	8,953	7,295	7,010	3,000	3,000	3,000	
Operational	10,000	9,395	8,168	8,000	8,000	8,000	
IT Replacement Equipment/Software	-	-	-	-	5,752	5,752	
Equipment, Capital Expenditures	-	-	7,508	-	6,200	6,200	
DSS Child Support Title IV-D	14,139	13,786	8,910	14,414	14,414	14,414	
Master In Equity					36,056	36,056	
Expenditure Total	110,802	139,329	134,056	123,653	171,122	170,622	-
Department Total	619,310	663,266	713,845	694,200	760,783	736,715	-

Cost to Serve Analysis

Percentage of Budget	1.77%
Departmental Total Cost	736,715
Departmental Direct Revenue	618,576
Other Revenue	79,100
Cost in Tax Dollars	39,039
Estimated Millage	0.08

**Oconee County, South Carolina
Communications (104)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	550,642	611,541	675,451	770,500	723,802	723,802	
Part-Time Dispatcher Pool				-	20,000	20,000	
Overtime	68,247	62,778	74,322	70,300	70,300	70,300	
Fringe	104,349	123,260	135,594	159,915	155,634	155,634	
Health Insurance	175,202	168,315	218,443	235,603	235,603	235,603	
Salary and Wage Totals	908,441	963,913	1,103,800	1,236,317	1,205,340	1,205,340	-
0							
New Positions							
Part Time Dispatchers	-	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-	-
Travel	383	88	-	600	600	600	
Building/Grounds Maintenance	417	584	1,064	2,000	2,000	1,100	
Equipment Maintenance	60,807	144,182	157,310	200,000	218,565	200,000	
Professional	100	1,350	2,500	1,800	1,800	1,500	
Telecommunications	87,868	97,233	62,478	80,000	112,000	82,000	
Gas and Fuel Oil - Generators	575	857	1,233	2,000	2,000	2,000	
Electricity - Radio Sites	4,184	4,482	4,408	5,000	6,000	5,000	
Data Processing	11,915	8,948	8,521	9,150	9,150	9,150	
Medical	38	42	16	50	50	50	
Dues: Organizations	544	574	408	1,800	1,800	1,800	
Staff Development	5,006	7,998	5,379	7,000	7,000	7,000	
Small Equipment	1,749	1,967	208	6,000	6,000	2,500	
Operational	6,893	8,204	5,355	6,500	6,500	6,500	
Postage	52	29	43	150	150	150	
Food	564	792	432	1,500	1,500	1,500	
Equipment, Capital Expenditures	144,013	63,150	29,291	-	40,000	-	
Expenditure Total	324,910	338,480	278,645	323,350	414,916	320,660	-
Department Total	1,233,350	1,302,393	1,382,445	1,559,667	1,620,256	1,525,990	-

Cost to Serve Analysis

Percentage of Budget	3.67%
Departmental Total Cost	1,525,990
Departmental Direct Revenue	-
Other Revenue	172,276
Cost in Tax Dollars	1,353,714
Estimated Millage	2.72

**Oconee County, South Carolina
Community Development (702)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	391,894	319,810	284,420	307,728	384,850	384,850	
Overtime	-	489	1,173	-	-	-	
Fringe	66,928	61,473	57,172	62,029	77,012	77,012	
Health Insurance	107,127	92,397	84,880	74,965	74,965	74,965	
Salary and Wage Totals	565,949	474,169	427,645	444,720	536,827	536,827	-
New Positions	-	-	-	-	-	-	-
Permit Specialist	-	-	-	-	42,785	-	
New Position Total	-	-	-	-	42,785	-	-
Equipment Maintenance	669	460	531	700	700	600	
Equipment Rental	941	1,471	1,470	1,256	1,256	1,256	
Telecommunications	4,732	5,145	-	-	-	-	
Data Processing	11,000	11,000	11,000	11,000	54,000	25,000	
Advertising	-	-	-	-	-	-	
Dues: Organizations	1,259	1,509	1,325	1,128	2,000	2,000	
Staff Development	1,778	1,389	3,834	3,000	11,000	4,000	
Commission Honoraria	500	500	400	500	5,500	5,500	
Safety Equipment	765	510	425	-	-	-	
Small Equipment	594	-	3,471	20,000	18,000	18,000	
Operational	5,807	3,307	5,961	6,000	9,000	9,000	
IT Replacement Equipment/Software	-	-	-	-	1,380	1,380	
Uniforms/Clothing	877	1,203	-	-	-	-	
Vehicle Maintenance	-	1,066	1,967	1,250	1,250	1,250	
Gasoline	-	9,264	7,676	10,310	10,310	10,310	
Expenditure Total	28,924	35,823	38,060	55,144	114,396	78,296	-
Department Total	594,873	510,992	465,705	499,864	694,008	615,123	-

Cost to Serve Analysis

Percentage of Budget	1.48%
Departmental Total Cost	615,123
Departmental Direct Revenue	408,500
Other Revenue	59,444
Cost in Tax Dollars	137,179
Estimated Millage	0.28

**Oconee County, South Carolina
Coroner (103)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	55,528	55,245	56,973	58,907	59,147	59,147	
Fringe	10,424	11,505	12,778	12,797	12,848	12,848	
Health Insurance	9,726	9,240	8,772	10,709	10,709	10,709	
Salary and Wage Totals	75,680	75,990	78,523	82,413	82,703	82,703	-
New Positions							
Part Time Chief Deputy Coroner	-	-	-	-	7,343	-	-
New Position Total	-	-	-	-	7,343	-	-
Building/Grounds Maintenance	-	19	153	100	10,000	100	
Equipment Maintenance	244	567	533	700	700	700	
Professional	60,604	55,323	61,784	50,000	65,000	62,000	
Equipment Rental	775	941	941	950	950	950	
Telecommunications	1,180	1,339	152	165	165	165	
Electricity	-	2,376	2,207	1,800	2,200	2,200	
Water/Sewer/Garbage	-	141	167	155	175	160	
Dues: Organizations	330	330	330	330	330	330	
Staff Development	2,142	2,495	942	1,900	3,000	3,000	
Safety Equipment	447	26	-	150	1,000	500	
Small Equipment	-	4,479	1,896	-	6,400	-	
Operational	2,450	2,138	2,502	2,000	2,500	2,300	
Postage	-	-	-	-	-	-	
Uniforms/Clothing	415	347	349	250	600	250	
Periodicals	265	265	215	225	225	225	
Equipment, Capital Expenditures	-	-	-	-	43,811	-	
Vehicle Capital Equipment	-	-	-	-	27,600	-	
Capital Building Expenditure	-	-	-	-	200,000	200,000	
Vehicle Maintenance	-	862	1,045	1,000	1,500	1,000	
Gasoline	-	4,358	6,549	4,200	5,250	5,100	
Expenditure Total	68,852	76,006	79,745	63,925	371,406	278,980	-
Department Total	144,531	151,996	158,268	146,338	461,453	361,683	-

Cost to Serve Analysis

Percentage of Budget	0.87%
Departmental Total Cost	361,683
Departmental Direct Revenue	1,576
Other Revenue	40,832
Cost in Tax Dollars	319,275
Estimated Millage	0.64

**Oconee County, South Carolina
County Council (704)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	80,534	75,658	78,652	77,620	78,748	78,748	
Overtime	-	-	-	-	-	-	
Fringe	10,015	10,691	11,503	15,205	15,414	15,414	
Health Insurance	29,204	27,719	39,539	42,837	42,837	42,837	
Salary and Wage Totals	119,753	114,068	127,694	135,661	136,999	136,999	-
New Positions	-	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-	-
Travel	524	2,679	4,387	1,000	5,000	4,750	
Professional	5,530	6,049	6,000	4,000	6,000	5,400	
Professional - Auditing Firm	40,850	60,000	89,300	80,000	80,000	70,000	
Telecommunications	446	448	-	-	-	-	
Data Processing	-	-	-	-	-	-	
Advertising	1,207	1,469	1,913	1,800	1,800	1,600	
Dues: Organizations	1,369	1,369	1,419	1,369	1,419	1,419	
Staff Development	7,048	12,781	13,147	9,000	15,000	14,500	
Small Equipment	650	-	2,145	-	-	-	
Operational	2,545	2,963	3,108	2,500	2,500	2,500	
Food	338	294	166	125	150	250	
Magazines/Newspapers	143	125	139	139	139	140	
Donated Gravel	14,582	24,720	23,337	12,000	8,000	8,000	
Contingency	94,660	49,448	5,268	100,000	90,000	50,000	
SC Association of Counties	13,554	13,554	13,554	13,555	13,555	13,555	
Ten at the Top (TATT)					5,000	5,000	
Appalachian Council of Governments	27,951	27,951	27,951	27,951	27,951	27,951	
Expenditure Total	211,397	203,850	191,834	253,439	256,514	205,065	-
Department Total	331,150	317,917	319,528	389,100	393,513	342,064	-

Cost to Serve Analysis

Percentage of Budget	0.82%
Departmental Total Cost	342,064
Departmental Direct Revenue	-
Other Revenue	38,053
Cost in Tax Dollars	304,011
Estimated Millage	0.61

**Oconee County, South Carolina
Delinquent Tax Collector (305)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	102,697	90,526	102,818	104,501	107,355	107,355	
Overtime	293	35	147	-	-	-	
Fringe	18,287	17,784	21,390	21,526	22,114	22,114	
Health Insurance	29,224	27,719	29,172	32,128	32,128	32,128	
Salary and Wage Totals	150,500	136,063	153,527	158,155	161,598	161,598	-
New Positions	-	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-	-
Travel	-	351	241	250	-	250	
Equipment Maintenance	355	416	416	500	500	450	
Professional-Tax Sale			208,806		208,500	208,500	
Telecommunications	1,001	713	-	-	-	-	
Data Processing	-	12,972	8,798	7,000	8,250	7,000	
Advertising- Tax Sale			22,934		25,000	25,000	
Dues: Organizations	55	-	105	150	150	150	
Staff Development	1,508	931	1,230	2,000	2,000	2,000	
Small Equipment	491	-	3,939	250	250	250	
Operational	3,776	2,160	1,991	3,250	3,250	3,250	
Operational- Tax Sale			5,920		5,350	5,000	
Postage - Tax Sale			31,991		40,800	40,800	
IT Replacement Equipment/Software	-	-	-	-	1,496	1,500	
Uniform Clothing - Tax Sale			127		150	150	
Tax Sale Expenditures	253,097	203,072	-	270,330	-	-	
Expenditure Total	260,283	220,614	284,498	283,730	293,696	292,300	-
Department Total	410,783	356,677	438,025	441,885	455,294	453,898	-

Cost to Serve Analysis

Percentage of Budget	1.09%
Departmental Total Cost	453,898
Departmental Direct Revenue	300,000
Other Revenue	51,242
Cost in Tax Dollars	102,655
Estimated Millage	0.21

Oconee County, South Carolina
 Department of Social Services (402)
 2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Telecommunications	3,887	3,151	3,317	4,000	4,000	4,000	
Operational	641	363	185	500	500	500	
Pauper Funerals	7,800	4,350	8,350	8,000	8,000	8,000	
Expenditure Total	12,328	7,864	11,852	12,500	12,500	12,500	-
Department Total	12,328	7,864	11,852	12,500	12,500	12,500	-

Cost to Serve Analysis

Percentage of Budget	0.03%
Departmental Total Cost	12,500
Departmental Direct Revenue	-
Other Revenue	1,411
Cost in Tax Dollars	11,089
Estimated Millage	0.02

Oconee County, South Carolina
 Detention Center (106)
 2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	1,101,298	1,208,340	1,174,374	1,272,285	1,342,183	1,342,183	
Overtime	99,057	84,758	82,528	120,000	126,000	126,000	
Fringe	235,251	265,330	306,838	321,662	338,618	338,618	
Health Insurance	350,425	332,629	396,506	385,533	385,533	385,533	
Salary and Wage Totals	1,786,031	1,911,058	1,960,246	2,099,479	2,192,334	2,192,334	-
New Positions							
Secretary III	-	-	-	-	44,563	-	
Reclassification - SGT, CPL & Master CO	-	-	-	-	4,938	4,938	
Part-Time Registered Nurse	-	-	-	-	29,100		
Correctional Office II	-	-	-	-	52,109		
Correctional Office II	-	-	-	-	52,109		
Correctional Office II	-	-	-	-	52,109		
Correctional Office II	-	-	-	-	52,109		
Correctional Office II	-	-	-	-	52,109		
Correctional Office II	-	-	-	-	52,109		
Correctional Office II	-	-	-	-	52,109		
Correctional Office II	-	-	-	-	52,109		
New Position Total	-	-	-	-	495,474	-	-
Building/Grounds Maintenance	49,042	69,825	66,762	62,000	65,100	62,200	
Building/Grounds Maintenance - FY2008 Roll Forward	-	30,678	-	-	-	-	
Equipment Maintenance	11,542	18,750	9,371	15,000	15,000	14,000	
Professional	1,493	1,543	3,359	6,500	6,500	3,500	
Equipment Rental	3,244	3,390	3,537	4,200	4,500	4,200	
Gas and Fuel Oil	-	4,367	3,504	6,000	6,000	6,000	
Electricity	-	133,604	152,301	164,000	172,000	155,000	
Water/Sewer/Garbage	630	16,461	17,560	17,500	19,000	17,500	
Data Processing	12,578	10,260	13,332	13,600	14,500	13,600	
Medical	251,461	158,038	154,338	210,000	225,000	210,000	
Dues: Organizations	960	990	1,060	1,600	1,600	1,600	
Staff Development	6,073	6,691	11,134	8,500	9,200	8,500	
Small Equipment	24,718	27,394	17,664	35,000	35,000	27,000	
Operational	76,493	74,288	67,012	70,000	75,000	72,000	
Postage	36	122	83	200	200	200	
Food	169,431	158,651	177,672	170,000	179,000	172,000	
IT Replacement Equipment/Software	-	-	-	17,600	24,730	24,730	
Uniforms/Clothing	42,322	39,095	41,905	46,000	50,000	43,000	
Periodicals	201	216	218	300	300	250	
Vehicle Capital Expenditures			47,579		25,900	-	
Equipment, Capital Expenditures	4,902	-	-	-	29,930	-	
Buildings, Capital Expenditures					45,000	-	

Detention Center (106)
2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Land, Capital Expenditures	-	-	-	46,870	-	-	-
Jail Study	12,000	92,871	-	-	-	-	-
General Gravel Use	4,744	23,179	-	-	-	-	-
Juvenile Detention Services (Department of Juvenile Justice)	8,740	25,045	11,260	15,000	16,000	15,000	-
Expenditure Total	680,667	904,476	801,701	910,070	1,019,460	850,280	-
Department Total	2,466,698	2,815,534	2,761,947	3,009,549	3,707,268	3,042,614	-

Cost to Serve Analysis

Percentage of Budget	7.33%
Departmental Total Cost	3,042,614
Departmental Direct Revenue	-
Other Revenue	343,494
Cost in Tax Dollars	2,699,120
Estimated Millage	5.42

Oconee County, South Carolina
Health and Human Services (705)
2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Charity Medical							
Rosa Clark Medical Clinic	80,000	80,000	80,000	80,000	80,000	80,000	
Medically Indigent Assistance	163,466	162,547	162,547	160,828	180,628	160,628	
Helping Hands (Contract)	35,000	35,000	35,000	35,000	35,000	35,000	
Charity Medical Expenditure Total	278,466	277,547	277,547	275,828	275,628	275,628	-
Direct Aid							
CAT Bus System	60,000	60,000	60,000	60,000	60,000	60,000	
OC Board of Disabilities and Special Needs	75,000	75,000	75,000	75,000	100,000	100,000	
Anderson, Oconee, and Pickens Mental Health	60,000	60,000	60,000	60,000	60,000	60,000	
Senior Solutions	67,815	67,815	67,815	67,815	92,900	92,900	
Foothills Alliance	-	25,000	25,000	25,000	25,000	25,000	
Oconee County Red Cross	-	10,000	10,000	10,000	10,000	10,000	
Our Daily Bread	-	5,090	4,792	4,792	4,792	4,792	
Golden Corner Food Pantry	-	-	2,292	2,292	2,292	2,292	
Our Daily Rest	-	-	26,458	20,000	20,000	20,000	
Coop. Extension Service	8,750	8,750	8,750	8,750	-	-	
UMC-EMS Ambulance Service	150,000	150,000	150,000	450,000	-	-	
City of Seneca - Fire Contract	212,000	212,000	625,000	650,000	-	-	
City of Walhalla Fire	140,000	140,000	250,000	280,000	-	-	
City of Westminster Fire	101,112	101,112	228,000	280,000	-	-	
Town of Salem Fire	-	20,000	200,000	200,000	-	-	
Master in Equity	36,056	36,056	36,056	36,056	-	-	
Lakeview Rest Home Building Maintenance	-	7,423	-	-	-	-	
Golden Harvest Food	1,000	1,000	2,500	-	-	-	
SDOC (National Forestry Funds)	63,000	63,000	35,000	-	-	-	
OJRSA Annual Payment	610,000	610,000	610,000	610,000	-	-	
Duke Sewer System Agreement	100,000	100,000	100,000	100,000	-	-	
Clemson Extension (National Forestry Funds Title III)	26,614	26,689	7,866	-	-	-	
Pilot Club of Walhalla	-	-	750	-	-	-	
Create Oconee	-	-	11,456	-	-	-	
Fair-Oak Youth Center	-	-	-	-	-	-	
Mountain Lakes Business Development Corporation	-	-	-	38,000	-	-	
Ten at the Top (TATT)	-	-	-	6,000	-	-	
Webvista	-	-	-	-	-	-	
EDIS Partnership via Appalachian Council of Governments	-	-	-	-	-	-	
Direct Aid Expenditure Total	1,734,347	1,798,845	2,616,859	3,003,706	374,884	374,964	-
Department Total	2,012,812	2,076,392	2,894,406	3,279,331	650,610	650,610	-

Cost to Serve Analysis

Percentage of Budget	1.67%
Departmental Total Cost	650,610
Departmental Direct Revenue	-
Other Revenue	361,282
Cost in Tax Dollars	289,328
Estimated Millage	0.60

**Oconee County, South Carolina
Economic Development (707)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	102,474	113,494	156,119	159,831	141,305	175,000	
Overtime	-	-	-	-	-	-	
Fringe	18,310	20,043	30,622	31,879	28,518	30,000	
Health Insurance	19,476	18,479	31,434	32,128	32,128	35,000	
Salary and Wage Totals	140,260	152,016	218,175	223,638	201,951	240,000	-
New Positions	-	-	-	-	-	-	-
Marketing & Research Manager	-	-	-	-	56,475	-	-
New Position Total	-	-	-	-	56,475	-	-
Travel	-	53	93	500	500	500	
Building/Grounds Maintenance	-	2,042	18,071	1,500	1,000	1,000	
Equipment Maintenance	929	435	1,785	2,700	2,000	1,800	
Professional	11,492	455	7,345	7,500	130,000	75,000	
Equipment Rental	860	4,319	4,748	5,000	4,000	5,000	
Telecommunications	2,358	2,056	-	-	-	-	
Gas and Fuel Oil	-	1,801	1,387	3,000	2,000	2,000	
Electricity	-	3,625	1,512	2,000	2,750	2,500	
Electricity - Commerce Center	-	1,405	3,772	4,000	2,400	3,775	
Electricity - Echo Hills	-	-	-	-	1,000	1,000	
Water/Sewer/Garbage	-	495	713	600	500	725	
Advertising	3,594	5,452	15,845	10,000	31,000	25,000	
Dues: Organizations	66,472	72,528	72,887	71,150	74,000	72,000	
Staff Development	2,117	2,538	4,217	4,500	15,000	4,250	
Small Equipment	-	242	1,011	1,600	1,000	1,000	
Operational	7,477	5,199	3,737	8,000	2,000	7,500	
Vehicles, Capital Expenditures	-	-	31,544	-	-	-	
Industrial Recruitment	5,637	10,764	23,645	15,000	25,000	25,000	
Economic Development	7,500	-	-	-	-	-	
Development Corporation	-	-	-	-	39,000	39,000	
Vehicle Maintenance	-	198	134	400	500	500	
Gasoline	-	985	1,689	2,100	3,500	2,100	
EDIS Partnership via Appalachian Council of Governments	-	-	-	-	11,635	11,635	
Expenditure Total	108,436	114,592	194,135	139,550	348,785	281,285	-
Department Total	248,696	266,608	412,310	363,188	607,211	521,285	-

Cost to Serve Analysis
Percentage of Budget

1.26%

**Economic Development (707)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Departmental Total Cost						521,285	
Departmental Direct Revenue						-	
Other Revenue						53,134	
Cost in Tax Dollars						468,151	
Estimated Millage						0.94	

**Oconee County, South Carolina
Emergency Management (105)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	-	-	-	160,722	164,621	164,621	
Overtime	-	-	-	-	3,000	3,000	
Fringe	-	-	-	40,297	41,292	41,292	
Health Insurance	-	-	-	32,128	32,128	32,128	
Salary and Wage Totals	-	-	-	233,147	241,041	241,041	-
New Positions							
Part Time Radiological EMR	-	-	-	-	68,091	-	-
New Position Total	-	-	-	-	68,091	-	-
Travel	-	-	-	1,000	500	500	
Building/Grounds Maintenance	-	-	-	2,000	2,000	2,000	
Equipment Maintenance	-	-	-	11,500	8,500	8,500	
Professional	-	-	-	3,400	3,000	3,000	
Telecommunications	-	-	-	4,000	3,000	3,000	
Electrical	-	-	-	-	300	300	
IT Replacement Equipment/Software	-	-	-	-	5,583	5,583	
Medical - Physicals for Volunteers and Medical Supplies	-	-	-	10,000	10,550	10,550	
Dues: Organizations	-	-	-	1,000	750	750	
Staff Development	-	-	-	10,000	8,000	8,000	
Commission Honoraria	-	-	-	500	500	500	
Small Equipment	-	-	-	16,000	20,000	20,000	
Operational	-	-	-	14,000	18,000	18,000	
Postage	-	-	-	250	2,550	2,550	
Food	-	-	-	2,500	3,000	3,000	
IT Replacement Equipment/Software	-	-	-	-	5,583	5,583	
Uniforms/Clothing	-	-	-	4,000	4,000	4,000	
Vehicles, Capital Expenditures	-	-	-	-	-	-	
Vehicle Maintenance	-	-	-	25,000	25,000	12,000	
Gasoline	-	-	-	14,000	14,000	14,000	
OMC-EMS Ambulance Service	-	-	-	-	300,000	250,000	
Miscellaneous Grant Match	-	-	-	12,500	10,000	10,000	
Household Hazardous Waste Day	-	-	-	20,000	18,000	15,000	
Expenditure Total	-	-	-	151,650	462,816	396,816	-
Department Total	-	-	-	384,797	771,948	637,857	-

Cost to Serve Analysis

Percentage of Budget	1.54%
Departmental Total Cost	637,857
Departmental Direct Revenue	-
Other Revenue	43,787
Cost in Tax Dollars	594,070
Estimated Millage	1.19

**Oconee County, South Carolina
Emergency Services (107)
2013 - 2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	403,285	486,665	552,014	-	-	-	-
Overtime	9,117	23,711	18,372	-	-	-	-
Fringe	93,583	170,177	302,557	-	-	-	-
Health Insurance	116,835	92,397	101,442	-	-	-	-
Salary and Wage Totals	622,819	772,951	974,385	-	-	-	-
New Positions							
Fire Chief	-	-	-	-	-	-	-
Emergency Management Director	-	-	-	-	-	-	-
Firefighters (6 x \$54,581)	-	-	-	-	-	-	-
Part-Time Firefighters (3 x \$15,728)	-	-	-	-	-	-	-
Fire Marshal	-	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-	-
Travel	30	-	0	-	-	-	-
Building/Grounds Maintenance	-	5,796	4,054	-	-	-	-
Equipment Maintenance	40,984	52,973	21,030	-	-	-	-
Equipment Maintenance - 2010 Winter Storm	35	-	-	-	-	-	-
Professional	27,986	256	4,061	-	-	-	-
Telecommunications	10,800	15,007	1,928	-	-	-	-
Gas and Fuel Oil - Westminster Headquarters	-	2,947	0	-	-	-	-
Gas and Fuel Oil - Haz-Mat Building	-	-	149	-	-	-	-
Electricity	-	9,574	6,343	-	-	-	-
Water/Sewer/Garbage	-	623	557	-	-	-	-
Data Processing	-	-	13,319	-	-	-	-
Medical - Physicals for Volunteers and Medical Supplies	73,673	70,299	73,139	-	-	-	-
Dues: Organizations	2,388	2,223	2,646	-	-	-	-
Staff Development	24,843	23,898	32,114	-	-	-	-
Commission Honoraria	500	500	500	-	-	-	-
Small Equipment	44,878	34,634	46,730	-	-	-	-
Oakway Fire Department	6,727	6,817	9,836	-	-	-	-
Salem Fire Department	19,171	-	-	-	-	-	-
Corinth-Shiloh Fire Department	20,901	6,735	2,287	-	-	-	-
Mountain Rest Fire Department	13,150	6,051	3,826	-	-	-	-
Fair Play Fire Department	11,898	6,549	6,722	-	-	-	-
Long Creek Fire Department	3,748	7,192	10,908	-	-	-	-
Cleveland Fire Department	-	3,396	6,234	-	-	-	-
Keowee Ebenezer Fire Department	8,914	6,674	6,142	-	-	-	-
Friendship Fire Department	7,324	5,504	12,247	-	-	-	-

Oconee County, South Carolina
 Emergency Services (107)
 2013 - 2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Cross Roads Fire Department	8,277	7,653	4,395	-	-	-	-
Pickett Post Fire Department	14,767	15,128	-	-	-	-	-
South Union Fire Department	8,158	4,767	9,444	-	-	-	-
West Union Fire Department	6,400	5,897	6,200	-	-	-	-
Keowee Key Fire Department	10,206	3,725	8,256	-	-	-	-
Haz-Mat	2,001	10,145	-	-	-	-	-
Operational	19,053	29,520	36,068	-	-	-	-
Postage	239	190	368	-	-	-	-
Food	2,480	2,446	2,226	-	-	-	-
Uniforms/Clothing	25,995	17,895	18,955	-	-	-	-
Equipment, Capital Expenditures	12,507	-	116,036	-	-	-	-
Equipment, Capital Expenditures - Haz-Mat	14,942	-	-	-	-	-	-
Vehicles, Capital Expenditures	29,847	20,000	272,741	-	-	-	-
Fire Trucks, Capital Expenditures	733,944	383,056	-	-	-	-	-
Departmental Paving, Capital Expenditure	225	2,908	-	-	-	-	-
Grant to Independent Agencies	332,100	298,000	-	-	-	-	-
Volunteer Compensation	-	148,908	-	-	-	-	-
Vehicle Maintenance	-	81,205	103,536	-	-	-	-
Gasoline	73	23,712	30,752	-	-	-	-
Diesel	87	13,979	15,769	-	-	-	-
Emergency Management Performance Grant FY2008	5,153	8,632	-	-	-	-	-
Emergency Management Performance Grant FY2009	38,230	8,655	-	-	-	-	-
Principal Payment - 2008 Capital Lease Purchase	-	-	304,220	-	-	-	-
Interest Payment - 2008 Capital Lease Purchase	-	-	18,715	-	-	-	-
Miscellaneous Grant Match	11,069	-	8,953	-	-	-	-
Household Hazardouse Waste Day	-	-	-	-	-	-	-
Expenditure Total	1,593,712	1,359,069	1,223,411	-	-	-	-
Department Total	2,216,531	2,132,020	2,197,796	-	-	-	-

Cost to Serve Analysis

Percentage of Budget	0.00%
Departmental Total Cost	-
Departmental Direct Revenue	-
Other Revenue	-
 Cost in Tax Dollars	 -
Estimated Millage	-

**Oconee County, South Carolina
Engineering Services (743)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Professional - Engineering	11,815	2,263	-	-	60,000	-	-
Professional - FY2009 Roll Forward	34,213	-	-	-	-	-	-
Expenditure Total	46,027	2,263	-	-	60,000	-	-
Department Total	46,027	2,263	-	-	60,000	-	-

Cost to Serve Analysis

Percentage of Budget	0.00%
Departmental Total Cost	-
Departmental Direct Revenue	-
Other Revenue	-
 Cost in Tax Dollars	 -
Estimated Millage	-

Oconee County, South Carolina
 Facilities Maintenance (714)
 2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Work Release Program	18,296	-	-	-	-	-	-
Salary and Wages	291,640	307,790	346,049	357,035	363,219	363,219	-
Overtime	-	432	471	500	500	500	-
Fringe	56,730	64,257	80,072	79,705	81,145	81,145	-
Health Insurance	97,339	92,397	123,951	117,802	117,801	117,801	-
Salary and Wage Totals	464,005	464,876	550,553	555,042	562,665	562,665	-
New Positions							
New Position Total	-	-	-	-	-	-	-
Building/Grounds Maintenance	3,181	5,847	5,236	2,500	3,300	3,300	-
Equipment Maintenance	503	709	182	850	850	850	-
Professional	2,475	-	3,236	-	-	-	-
Equipment Rental	49	94	226	300	300	300	-
Telecommunications	3,578	5,118	-	-	-	-	-
Dues: Organizations	10	-	-	-	-	-	-
Staff Development	3,710	6,479	881	-	-	-	-
Safety Equipment	2,952	2,444	2,017	1,000	1,520	1,520	-
Small Equipment	9,126	8,780	6,925	3,000	3,000	3,000	-
Operational	23,710	22,853	31,992	13,100	25,000	23,000	-
Uniforms/Clothing	4,280	5,169	2,762	-	3,000	3,000	-
DSS Supplies	1,135	2,564	1,995	-	-	-	-
Equipment, Capital Expenditures	-	-	8,979	-	-	-	-
Capital Expenditures, Buildings	-	-	-	-	34,000	34,000	-
Vehicles/Equipment, Capital Expenditures	-	19,993	26,483	-	-	-	-
Vehicle Maintenance	-	5,784	4,393	7,000	7,000	7,000	-
Gasoline	-	18,162	16,064	19,000	19,000	19,000	-
Building Maintenance - Probation and Parole	337	184	1,268	250	250	250	-
Building Maintenance - Haz-Mat Building	344	-	-	-	-	-	-
Building Maintenance - Rural Fire Training Building	1,017	-	-	-	-	-	-
Building Maintenance - Walhalla Library	11,876	-	-	-	-	-	-
Building Maintenance - Seneca Library	10,088	-	-	-	-	-	-
Building Maintenance - Westminster Library	2,681	-	-	-	-	-	-
Building Maintenance - DSS Building	6,813	7,794	13,515	5,000	5,800	5,800	-
Building Maintenance - Walhalla Health Department	67,730	-	-	-	4,000	4,000	-

Oconee County, South Carolina
 Facilities Maintenance (714)
 2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Building Maintenance - USDA							
Building	512	-	941	500	500	500	
Building Maintenance - Lakeview							
Rest Home	4,526	15	8,694	1,000	3,000	3,000	
Building Maintenance - Seneca							
Health Clinic	14,593	-	-	-	-	-	
Building Maintenance - Magistrate							
Building Maintenance - Courthouse	46,933	54,048	76,641	27,000	50,000	50,000	
Building Maintenance - Economic Development Building	1,136	-	-	-	-	-	
Building Maintenance - Facilities Maintenance	521	182	720	500	500	500	
Building Maintenance - Vehicle Maintenance	3,961	-	-	-	-	-	
Building Maintenance - Rural Fire Warehouse	15	-	-	-	-	-	
Building Maintenance - Pine Street Building Maintenance - Brown Building	25,156	23,259	16,647	12,500	13,300	13,300	
Building Maintenance - Short Street	446	427	68,893	2,000	2,000	2,000	
Building Maintenance - Wells Hwy (Davco)	109	-	-	-	-	-	
Building Maintenance - Wells Hwy (Davco)	705	-	-	-	-	-	
Building Maintenance - Contingency	-	17,747	-	-	-	-	
Gas and Fuel Oil - Detention Center							
Gas and Fuel Oil - Detention Center	4,677	-	-	-	-	-	
Gas and Fuel Oil - Probation and Parole	2,716	2,537	1,487	2,500	2,500	2,500	
Gas and Fuel Oil - Haz-Mat Building							
Gas and Fuel Oil - Haz-Mat Building	2,394	-	-	-	-	-	
Gas and Fuel Oil - USDA Building	2,063	-	-	-	-	-	
Gas and Fuel Oil - Walhalla Magistrate	1,495	-	-	-	-	-	
Gas and Fuel Oil - Courthouse	54,354	47,785	57,068	60,000	60,000	58,000	
Gas and Fuel Oil - Economic Development Building	2,105	-	-	-	-	-	
Gas and Fuel Oil - Vehicle Maintenance	4,374	-	-	-	-	-	
Gas and Fuel Oil - Pine Street	5,089	6,340	2,866	5,500	5,500	5,250	
Gas and Fuel Oil - Brown Building	79	1,553	727	1,250	1,250	1,250	
Gas and Fuel Oil - Wells Hwy (Davco)	4,673	-	-	-	-	-	
Electricity - Rural Fire Training Building							
Electricity - Rural Fire Training Building	507	-	-	-	-	-	
Electricity - Detention Center	129,248	-	-	-	-	-	
Electricity - Probation and Parole	5,129	5,978	5,995	6,000	6,000	6,000	
Electricity - Haz-Mat Building	3,781	-	-	-	-	-	
Electricity - Walhalla Library	28,940	-	-	-	-	-	
Electricity - Seneca Library	19,451	-	-	-	-	-	
Electricity - Westminster Library	6,346	-	-	-	-	-	

Oconee County, South Carolina
 Facilities Maintenance (714)
 2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Electricity - Salem Library	6,777	-	-	-	-		
Electricity - DSS Building	55,722	55,560	54,387	54,000	54,000	55,000	
Electricity - Walhalla Health Department	18,665	-	-	-	22,000	22,000	
Electricity - USDA Building	4,852	-	-	-	-		
Electricity - Seneca Health Clinic	24,071	-	-	-	-		
Electricity - Walhalla Magistrate	5,071	-	-	-	-		
Electricity - Courthouse	99,901	99,860	117,293	110,000	120,000	120,000	
Electricity - Economic Development Building	2,132	-	-	-	-		
Electricity - Facilities Maintenance	486	275	233	300	300	325	
Electricity - Vehicle Maintenance	13,285	-	-	-	-		
Electricity - Roads and Bridges Shop	1,351	-	-	-	-		
Electricity - Pine Street	48,729	50,692	52,620	55,000	58,000	53,000	
Electricity - Stockade Warehouse	5,157	-	-	-	-		
Electricity - Roads and Bridges Office	834	-	-	-	-		
Electricity - Brown Building	3,321	8,760	6,177	8,000	8,000	8,000	
Electricity - Short Street Building	2,264	-	-	-	-		
Electricity - Wells Hwy (Davco)	11,770	-	-	-	-		
Electricity - Commerce Center	2,215	-	-	-	-		
Electricity - FOCUS Seneca NOC	-	-	678	1,000	5,500	5,500	
Water - Rural Fire Training Building	504	-	-	-	-		
Water - Detention Center	16,761	-	-	-	-		
Water - Probation and Parole	715	578	638	600	600	600	
Water - Haz-Mat Building	305	-	-	-	-		
Water - Walhalla Library	1,264	-	-	-	-		
Water - Seneca Library	867	-	-	-	-		
Water - Westminster Library	1,582	-	-	-	-		
Water - Kenneth Street	2,400	2,243	2,485	2,400	2,400	2,400	
Water - Walhalla Health Department	1,611	-	-	-	1,200	1,200	
Water - USDA Building	634	-	-	-	-		
Water - Seneca Health Clinic	980	-	-	-	-		
Water - Walhalla Magistrate	250	-	-	-	-		
Water - Courthouse	2,792	2,719	3,120	3,000	3,000	3,000	
Water - Economic Development Building	442	-	-	-	-		
Water - Facilities Maintenance	665	630	1,320	1,000	1,000	1,000	
Water - Vehicle Maintenance	2,996	-	-	-	-		
Water - Pine Street	1,959	1,580	2,979	3,000	3,500	3,000	
Water - Brown Building	1,070	858	750	1,000	1,000	1,000	
Water - Short Street	152	-	-	-	-		
Water- FOCUS Seneca NOC			172		500	500	

Oconee County, South Carolina
 Facilities Maintenance (714)
 2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Water - Wells Hwy (Davco)	1,997	-	-	-	-	-	-
Expenditure Total	880,216	495,605	609,709	410,050	532,570	523,845	-
Department Total	1,344,221	960,481	1,160,262	965,092	1,095,235	1,086,510	-

Cost to Serve Analysis

Percentage of Budget	2.62%
Departmental Total Cost	1,086,510
Departmental Direct Revenue	-
Other Revenue	122,661
Cost in Tax Dollars	963,849
Estimated Millage	1.94

Oconee County, South Carolina
Fire Departments (102)
2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Requested	FY 2014 Admin Recommend	FY 2014 Council Approved
Salary and Wages	-	-	-	683,583	685,401	685,401	
Overtime	-	-	-	34,000	34,000	34,000	
Fringe	-	-	-	246,258	250,177	250,177	
Health Insurance	-	-	-	182,057	182,057	182,057	
Salary and Wage Totals	-	-	-	1,144,898	1,151,636	1,151,636	-
New Position							
Part-Time Deputy Fire Marshal	-	-	-	-	12,468		
New Position Total	-	-	-	-	12,468	-	-
Travel	-	-	-	-	-		
Buildings/Grounds Maintenance	-	-	-	12,480	12,480	12,480	
Equipment Maintenance	-	-	-	12,000	12,000	12,000	
Professional	-	-	-	9,000	9,000	9,000	
Equipment Rental	-	-	-	3,300	3,300	3,300	
Telecommunications	-	-	-	3,000	3,000	3,000	
Gas and Fuel Oil - Westminster	-	-	-	7,000	7,000	7,000	
Electricity	-	-	-	15,000	15,000	15,000	
Water/Sewer/Garbage	-	-	-	1,000	1,000	1,000	
Data Processing	-	-	-	29,000	29,000	29,000	
Volunteers and Medical Supplies	-	-	-	75,000	85,000	85,000	
Dues: Organizations	-	-	-	3,000	3,000	3,000	
Staff Development	-	-	-	42,791	44,228	43,000	
Commission Honoraria	-	-	-	700	700	700	
Small Equipment	-	-	-	35,000	110,000	-	
Operational	-	-	-	25,000	25,000	25,000	
Postage	-	-	-	250	250	250	
Food	-	-	-	1,500	3,000	3,000	
It Replacement Equipment/Software					1,300	1,300	
Uniforms/Clothing				10,000	10,000	10,000	
Capital Vehicle	-	-	-	-	35,000	35,000	
Fire Trucks, Capital Expenditures	-	-	-	-	-		
Departmental Paving, Capital Expenditure	-	-	-	-	-		
Paving	-	-	-	-	-		
Principal Payment - 2009 Capital Lease Purchase	-	-	-	313,439	-		
Lease Purchase	-	-	-	8,498	-		
City of Seneca - Fire Contract					650,000	650,000	
City of Walhalla Fire					280,000	300,000	
City of Westminster Fire					280,000	285,000	
Town of Salem Fire					200,000	200,000	

Vehicle Maintenance	-	-	-	75,000	75,000	75,000	-
Gasoline	-	-	-	44,000	44,000	44,000	-
Diesel	-	-	-	15,000	15,000	15,000	-
Miscellaneous Grant Match	-	-	-	22,500	22,500	22,500	-
Expenditure Total	-	-	-	764,458	1,975,758	1,889,530	-
Department Total	-	-	-	1,909,356	3,139,862	3,041,166	-

Cost to Serve Analysis

Percentage of Budget	7.32%
Departmental Total Cost	3,041,166
Departmental Direct Revenue	-
Other Revenue	181,327
Cost in Tax Dollars	2,859,839
Estimated Millage	5.74

**Oconee County, South Carolina
Health Department (403)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Building/Grounds Maintenance	-	9,784	8,682	6,750	6,750	6,750	
Equipment Maintenance	843	617	2,591	1,125	1,125	1,125	
Professional	10,949	10,965	-	728	728	728	
Equipment Rental	702	1,221	1,172	1,125	1,125	1,125	
Telecommunications	5,023	5,383	5,196	4,125	4,125	4,125	
Electricity	-	48,638	47,345	32,704	32,704	32,704	
Water/Sewer/Garbage	-	3,022	3,328	2,625	2,625	2,625	
Medical	25,589	21,802	21,494	19,151	19,151	19,151	
Small Equipment	169	-	-	1,500	1,500	1,500	
Operational	15,877	17,903	16,628	12,349	12,349	12,349	
Postage	110	110	135	131	131	131	
Expenditure Total	59,263	119,444	106,572	82,313	82,313	82,313	-
Department Total	59,263	119,444	106,572	82,313	82,313	82,313	-

Cost to Serve Analysis

Percentage of Budget	0.20%
Departmental Total Cost	82,313
Departmental Direct Revenue	-
Other Revenue	9,293
Cost in Tax Dollars	73,020
Estimated Millage	0.15

**Oconee County, South Carolina
High Falls Park (203)
2013-2014 Budget**

Description	FY 2011 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	121,571	117,627	121,184	124,818	128,154	128,154	
Overtime	4,229	5,089	4,878	5,300	5,300	5,300	
Fringe	23,816	25,219	25,898	28,293	29,019	29,019	
Health Insurance	38,992	36,959	36,888	42,837	42,837	42,837	
Salary and Wage Totals	188,407	184,894	188,848	201,248	205,309	205,309	-
New Positions	-	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-	-
Building/Grounds Maintenance	28,352	29,470	30,000	20,013	20,013	20,013	
Equipment Maintenance	994	1,454	1,500	700	700	700	
Equipment Rental	-	85	200	100	100	100	
Telecommunications	985	884	-	-	-	-	
Gas and Fuel Oil	4,838	3,207	3,366	3,000	3,000	3,000	
Electricity	24,933	25,310	23,366	23,000	23,000	23,000	
Water/Sewer/Garbage	4,746	3,557	4,555	4,000	4,000	4,000	
Small Equipment	7,167	2,468	2,500	2,000	2,000	2,000	
Operational	14,193	15,897	15,500	12,000	12,000	12,000	
Food	113	200	200	200	200	200	
IT Replacement/Software					2,100	2,100	
Uniforms/Clothing	1,488	1,748	1,600	1,200	1,200	1,200	
Concessions	5,031	5,713	9,500	3,000	3,000	3,000	
Vehicles, Capital Expenditures	12,000	-	-	-	32,000	-	
Expenditure Total	104,841	89,992	92,285	69,213	103,313	71,313	-
Department Total	293,247	274,886	281,133	270,461	308,622	276,622	-

Cost to Serve Analysis

Percentage of Budget	0.67%
Departmental Total Cost	276,622
Departmental Direct Revenue	130,000
Other Revenue	31,229
Cost in Tax Dollars	115,393
Estimated Millage	0.23

**Oconee County, South Carolina
Information Technology (711)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	160,842	417,151	489,545	534,434	490,623	490,623	
Overtime	-	114	-	-	-	-	
Fringe	26,263	75,128	80,557	102,202	94,173	94,173	
Health Insurance	38,932	81,690	135,795	117,383	117,383	117,383	
Salary and Wage Totals	226,036	574,082	713,897	754,019	702,379	702,379	-
New Positions	-	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-	-
Travel	-	46	-	-	-	-	
Equipment Maintenance	14,510	58,514	52,557	65,000	65,000	65,000	
Equipment Maintenance - GIS	-	-	-	60,000	60,000	60,000	
Professional	197,703	173,622	162,856	110,000	110,000	110,000	
Professional - GIS	-	-	-	40,000	40,000	40,000	
Telecommunications	75,340	69,647	82,163	70,000	70,000	70,000	
Data Processing	104,061	36,722	-	76,000	76,000	76,000	
Rent	-	-	2,400	-	-	-	
Dues: Organizations	300	300	661	1,200	1,200	1,200	
Staff Development	3,907	17,097	23,444	25,000	25,000	25,000	
Safety Equipment	-	-	2,527	1,500	1,500	1,500	
Small Equipment	25,851	48,635	34,732	28,000	28,000	28,000	
Small Equipment - GIS	-	-	-	5,000	5,000	5,000	
Operational	13,033	16,708	13,899	16,000	16,000	16,000	
Uniforms/Clothing	-	476	-	-	-	-	
Equipment, Capital	-	-	-	-	-	-	
Expenditures	189,762	205,881	326,415	104,000	104,000	100,000	
Vehicles/Equipment, Capital	-	-	-	-	-	-	
Expenditures	-	28,500	22,956	-	-	-	
GIS Phase I (FY04 CIP)	-	188,578	6,739	-	-	-	
GIS Phase II (FY05 CIP)	-	-	129,141	-	-	-	
Vehicle Maintenance	-	1,672	890	2,000	2,000	2,000	
Gasoline	-	6,666	7,527	6,000	6,000	6,000	
Expenditure Total	624,466	853,065	868,917	609,700	609,700	605,700	-
Department Total	850,802	1,427,146	1,582,814	1,363,719	1,312,079	1,308,079	-

Cost to Serve Analysis

Percentage of Budget	3.15%
Departmental Total Cost	1,308,079
Departmental Direct Revenue	2,500
Other Revenue	147,675

Oconee County, South Carolina
Library (206)
2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	708,147	692,038	714,788	727,582	739,244	739,244	
Overtime	-	170	82	-	-	-	
Fringe	114,500	123,508	128,734	138,510	138,891	138,891	
Health Insurance	175,402	166,315	172,750	182,057	182,057	182,057	
Salary and Wage Totals	998,049	982,028	1,014,354	1,046,149	1,059,992	1,059,992	-
New Positions							
Part-time Hispanic Outreach Specialist	-	-	-	-	22,034	-	-
Part-time Technical Services Assistant I	-	-	-	-	14,744	-	-
Part-time Circulation Assistant I - Floater	-	-	-	-	14,744	-	-
New Position Total	-	-	-	-	51,523	-	-
Travel	61	335	67	200	200	200	
Building/Grounds Maintenance	7,201	4,841	-	-	-	-	
Building/Grounds Maintenance - Walhalla	-	7,952	6,581	6,955	6,955	6,955	
Building/Grounds Maintenance - Seneca	-	3,565	2,728	3,600	10,230	3,600	
Building/Grounds Maintenance - Westminster	-	2,469	2,079	2,500	7,730	2,500	
Building/Grounds Maintenance - Salem	-	-	2,015	2,020	2,020	2,020	
Equipment Maintenance	3,647	6,307	7,621	6,600	7,800	6,800	
Equipment Rental	7,686	9,609	8,591	8,000	8,000	8,000	
Telecommunications	1,206	1,212	453	480	480	480	
Electricity	719	-	-	-	-	-	
Electricity - Walhalla	-	28,179	25,232	25,100	26,000	26,000	
Electricity - Seneca	-	21,471	17,504	20,000	20,000	16,500	
Electricity - Westminster	-	3,625	13,279	14,000	14,000	14,000	
Electricity - Salem	-	5,098	5,000	5,000	5,000	5,000	
Water/Sewer/Garbage	-	152	-	-	-	-	
Water/Sewer/Garbage - Walhalla	-	1,268	1,338	1,400	1,400	1,400	
Water/Sewer/Garbage - Seneca	-	669	778	900	900	900	
Water/Sewer/Garbage - Westminster	-	567	484	600	600	600	
Data Processing	24,992	27,500	29,485	27,500	32,000	27,500	
Advertising	983	959	449	700	700	700	
Dues: Organizations	672	733	743	750	1,075	750	
Staff Development	1,534	3,114	3,115	3,300	3,300	3,300	
Commission Honoraria	835	900	900	900	900	900	
Small Equipment	2,933	2,749	2,947	2,800	2,800	2,800	
Operational	15,005	13,199	4,827	13,200	13,200	13,200	
Postage	4,534	2,496	913	1,000	1,000	1,000	
Food	124	131	109	500	500	500	

Oconee County, South Carolina
 Library (206)
 2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
IT Replacement Equipment/Software	-	-	-	-	28,357	28,357	
Books	104,040	129,622	118,165	120,115	120,115	91,758	
Periodicals	11,368	7,223	19,081	16,000	16,000	16,000	
Audio Visual	10,036	10,100	10,058	10,100	10,100	10,000	
Capital Expenditure, Paving	-	-	-	-	35,000	35,000	
Vehicle Maintenance	-	981	1,235	1,000	1,000	1,000	
Gasoline	-	2,176	2,269	2,540	2,540	2,540	
Diesel	-	2,047	2,475	2,495	2,495	2,495	
Expenditure Total	197,575	301,464	290,630	301,465	382,407	332,765	-
Department Total	1,196,724	1,283,492	1,304,984	1,347,614	1,493,921	1,392,757	-

Cost to Serve Analysis

Percentage of Budget	3.35%
Departmental Total Cost	1,392,757
Departmental Direct Revenue	45,000
Other Revenue	157,234
Cost in Tax Dollars	1,190,523
Estimated Millage	2.39

**Oconee County, South Carolina
Magistrate (509)
2013-2014**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	377,142	375,969	375,368	383,535	401,160	401,160	
Overtime	7,596	3,310	549	5,000	5,000	5,000	
Fringe	68,554	74,604	75,126	78,985	82,725	82,725	
Health Insurance	87,571	83,157	104,404	96,383	96,383	96,383	
Salary and Wage Totals	540,863	537,040	555,447	563,903	585,269	585,269	-
New Positions							
Part Time Magistrate Court Clerk	-	-	-	-	24,538	-	
New Position Total	-	-	-	-	24,538	-	-
Travel	265	-	-	100	100	100	
Building/Grounds Maintenance	-	15,774	17,881	200	9,500	9,500	
Equipment Maintenance	2,067	1,533	1,750	3,700	1,860	1,860	
Court Expenditures	16,965	16,778	18,498	20,000	25,000	22,000	
Professional	-	8,100	-	-	-	-	
Equipment Rental	1,587	2,013	2,013	2,100	5,700	5,700	
Telecommunications	3,209	5,291	809	1,250	5,250	1,250	
Gas and Fuel Oil - Waihalla	-	1,152	835	1,500	1,700	1,500	
Electricity	3,928	9,389	10,153	9,000	10,000	10,000	
Water/Sewer/Garbage - Seneca	-	305	210	200	200	200	
Data Processing	-	22,500	22,500	25,000	25,000	25,000	
Rent	12,654	13,900	21,600	21,600	21,600	21,800	
Dues: Organizations	325	460	595	450	500	500	
Staff Development	2,713	1,216	1,968	2,500	3,000	2,500	
Small Equipment	1,314	159	910	2,500	9,000	9,000	
Operational	5,320	6,070	5,721	5,300	6,000	5,500	
Food	-	-	114	500	500	500	
IT Replacement							
Equipment/Software	-	-	-	-	9,906	9,906	
Vehicles/Equipment, Capital Expenditures	-	-	21,078	-	-	23,500	
Vehicle Maintenance	-	136	265	500	500	500	
Gasoline	-	1,558	2,247	2,500	3,000	2,500	
Expenditure Total	50,348	106,333	129,137	98,900	138,316	153,116	-
Department Total	591,210	643,373	684,584	662,803	748,123	738,385	-

Magistrate (509)
2013-2014

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Cost to Serve Analysis							
Percentage of Budget						1.78%	
Departmental Total Cost						736,385	
Departmental Direct Revenue						380,500	
Other Revenue						83,359	
Cost in Tax Dollars						274,525	
Estimated Millage						0.55	

Oconee County, South Carolina
 Non-Departmental (709)
 2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Equipment Maintenance	6,692	807	818	1,000	1,000	1,000	
Professional	575,518	713,238	838,912	800,000	800,000	800,000	
Equipment Rental	2,277	2,678	2,348	2,400	2,400	2,400	
Telecommunications	-	-	158,308	169,000	200,000	190,000	
Telephone System	774	-	-	-	-	-	
P & L Insurance					733,022	733,022	
Unemployment	32,885	58,704	27,000	25,000	25,000	25,000	
Operational	2,785	3,118	2,426	1,000	2,000	2,000	
Postage	109,582	73,463	82,857	100,000	100,000	100,000	
Expenditures - Capital Lease							-
Principal Payment - 2013 Capital Lease Purchase						300,000	
Interest Payment - 2013 Capital Lease Purchase						-	
Principal Payment - 2011 Capital Lease Purchase				313,859	313,859	313,859	
Interest Payment - 2011 Capital Lease Purchase				23,501	23,501	23,501	
Expenditure Total	730,054	852,027	922,899	1,177,260	2,051,282	2,281,282	-
Department Total	730,054	852,027	922,899	1,177,260	2,051,282	2,281,282	-

2,255,262

Cost to Serve Analysis

Percentage of Budget	5.49%
Departmental Total Cost	2,281,282
Departmental Direct Revenue	-
Other Revenue	257,544
Cost in Tax Dollars	2,023,738
Estimated Millage	4.06

**Oconee County, South Carolina
Parks, Recreation, and Tourism (202)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	198,733	197,667	192,865	134,570	133,260	133,260	
Part-Time			-	78,220	78,125	78,125	
Overtime	-	225	93	-	-	-	
Fringe	30,444	32,979	38,400	36,612	36,533	36,533	
Health Insurance	19,456	18,479	17,843	32,128	32,128	32,128	
Salary and Wage Totals	248,633	249,351	249,201	279,530	280,046	280,046	-
New Positions							
Reclassification of Administrative Assistant from Part Time to Full Time	-	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-	-
Arts and Historical	32,727	33,000	38,465	27,000	48,500	27,000	
Telecommunications	702	1,470	-	-	-	-	
Advertising	2,329	2,680	6,886	5,000	5,000	5,000	
Dues: Organizations	395	540	595	500	500	500	
Staff Development	1,253	1,970	3,299	6,700	4,900	6,000	
Commission Honoraria	1,900	2,000	1,700	1,400	1,400	1,400	
Recreation - District 1	12,500	12,500	25,000	10,000	10,000	10,000	
Recreation - District 2	12,500	12,500	12,500	22,500	10,000	10,000	
Recreation - District 3	25,000	12,500	12,500	10,000	10,000	10,000	
Recreation - District 4	12,500	25,000	12,500	10,000	10,000	10,000	
Recreation - District 5	12,500	12,500	12,500	10,000	22,500	22,500	
Safety Equipment	1,710	3,448	2,822	1,875	1,875	1,875	
Small Equipment	794	681	1,899	-	2,000	1,150	
Operational	10,990	3,386	4,953	3,500	3,500	3,500	
Postage	59	66	29	-	-	-	
Food	38	-	185	200	200	200	
Uniforms/Clothing	496	481	304	400	400	400	
Software					17,000	17,000	
Equipment, Capital Expenditures	-	7,038	-	-	-	-	
Vehicles/Equipment, Capital Expenditures	-	-	22,938	-	-	-	
General Gravel Use	290	43	220	3,000	4,000	3,000	
Vehicle Maintenance	-	12,074	9,927	11,000	11,000	11,000	
Gasoline	-	15,630	19,876	15,000	18,000	16,500	

Oconee County, South Carolina
Parks, Recreation, and Tourism (202)
2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Diesel	-	1,274	1,197	1,500	1,500	1,500	
Mountain Lakes Convention and Visitors Bureau	-	-	35,000	35,000	50,000	35,000	
Foothills YMCA	-	-	10,000	2,500	2,500	2,500	
Pendleton District	18,000	18,000	18,000	-	-	-	
SC National Heritage Corridor	25,000	25,000	25,000	25,000	25,000	25,000	
Miscellaneous Grant Match	19,470	6,444	7,394	-	5,000	5,000	
Expenditure Total	191,153	210,226	265,689	202,075	264,775	226,025	-
Department Total	439,786	459,576	534,890	481,605	544,821	506,071	-

Cost to Serve Analysis

Percentage of Budget	1.22%
Departmental Total Cost	506,071
Departmental Direct Revenue	29,700
Other Revenue	57,133
Cost in Tax Dollars	419,238
Estimated Millage	0.84

**Oconee County, South Carolina
Probate Court (502)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	255,327	261,841	228,917	234,097	239,785	239,785	
Overtime	263	3,173	737	500	500	500	
Fringe	42,948	48,001	41,417	44,712	45,770	45,770	
Health Insurance	58,407	55,438	68,045	64,255	64,255	64,255	
Salary and Wage Totals	356,944	368,453	339,116	343,565	350,311	350,311	-
New Positions	-	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-	-
Travel	-	409	300	320	350	350	
Equipment Maintenance	3,847	2,987	3,848	4,540	4,990	4,000	
Court Expenditures	9,770	11,807	10,076	8,800	12,000	10,500	
Equipment Rental	-	-	427	460	500	450	
Telecommunications	1,129	1,505	600	1,200	1,200	1,150	
Data Processing	6,277	3,920	-	-	-	-	
Dues: Organizations	200	200	100	200	250	200	
Staff Development	3,013	3,590	4,198	3,000	3,290	3,290	
Small Equipment	9,278	14,014	4,179	1,000	1,710	1,710	
Operational	7,995	8,830	11,067	6,400	7,030	7,030	
Food	-	-	-	200	200	200	
IT Replacement Equipment/Software	-	-	-	500	4,000	4,000	
Equipment, Capital Expenditures	8,375	25,750	-	-	-	-	
Expenditure Total	49,864	73,011	34,795	26,620	35,520	32,880	-
Department Total	406,827	441,464	373,911	370,185	385,831	383,191	-

Cost to Serve Analysis

Percentage of Budget	0.92%
Departmental Total Cost	383,191
Departmental Direct Revenue	153,526
Other Revenue	43,260
Cost in Tax Dollars	186,405
Estimated Millage	0.37

**Oconee County, South Carolina
Procurement (713)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	124,342	124,212	128,301	130,385	132,971	132,971	
Overtime	75	327	170	234	-	-	
Fringe	19,953	21,975	22,165	25,384	25,819	25,819	
Health Insurance	29,244	27,719	32,432	32,128	32,128	32,128	
Salary and Wage Totals	173,614	174,234	183,068	188,130	190,919	190,919	-
New Positions	-	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-	-
Equipment Maintenance	197	-	-	200	200	200	
Equipment Rental	954	1,118	991	1,200	1,950	1,200	
Telecommunications	946	1,009	-	-	-	-	
Data Processing	170	170	170	170	170	170	
Advertising	442	895	861	1,000	800	1,000	
Dues: Organizations	420	420	450	450	450	450	
Staff Development	3,638	3,024	3,406	3,325	2,750	2,750	
Small Equipment	1,881	-	322	542	550	550	
Operational	5,617	5,054	3,787	3,500	3,500	3,500	
IT Replacement Equipment/Software	-	-	-	-	1,923	1,923	
Expenditure Total	14,265	11,889	9,987	10,387	12,293	11,743	-
Department Total	187,878	185,923	193,055	198,517	203,212	202,662	-

Cost to Serve Analysis

Percentage of Budget	0.49%
Departmental Total Cost	202,662
Departmental Direct Revenue	-
Other Revenue	22,879
Cost in Tax Dollars	179,782
Estimated Millage	0.36

**Oconee County, South Carolina
Public Defender (510)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Oconee County Public Defender	150,000	150,000	175,000	212,000	220,000	200,000	
Department Total	150,000	150,000	175,000	212,000	220,000	200,000	-

Cost to Serve Analysis

Percentage of Budget	0.48%
Departmental Total Cost	200,000
Departmental Direct Revenue	-
Other Revenue	22,580
Cost in Tax Dollars	177,420
Estimated Millage	0.36

Oconee County, South Carolina
Register of Deeds (735)
2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	182,436	158,416	163,862	167,165	170,943	170,943	
Fringe	28,809	27,734	27,914	30,950	31,650	31,650	
Health Insurance	48,740	36,959	50,953	42,837	42,837	42,837	
Salary and Wage Totals	259,984	223,108	242,729	240,953	245,430	245,430	-
New Positions							
Records Specialist	-	-	-	-	43,682	-	
New Position Total	-	-	-	-	43,682	-	-
Equipment Maintenance	1,814	1,366	2,308	2,400	2,400	2,400	
Equipment Rental	2,048	2,758	2,638	2,700	2,500	2,500	
Telecommunications	661	661	-	-	-	-	
Data Processing	55,981	57,331	55,287	55,000	55,000	52,000	
Dues: Organizations	125	125	175	200	205	205	
Staff Development	1,555	1,643	876	2,000	2,000	2,000	
Insurance - Errors and Omissions	-	2,226	-	-	-	-	
Small Equipment	2,881	398	7,103	-	6,500	6,500	
Operational	15,371	10,172	8,372	10,000	11,000	11,000	
IT Replacement Equipment/Software	-	-	-	-	6,248	6,248	
Equipment, Capital Expenditures	13,899	-	-	-	-	-	
Expenditure Total	94,335	76,680	76,759	72,300	85,853	82,853	-
Department Total	354,319	299,788	319,488	313,253	374,944	328,283	-

Cost to Serve Analysis

Percentage of Budget	0.79%
Departmental Total Cost	328,283
Departmental Direct Revenue	521,576
Other Revenue	37,061
Cost in Tax Dollars	(230,354)
Estimated Millage	(0.46)

**Oconee County, South Carolina
Roads and Bridges (601)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	1,272,258	1,245,792	1,278,146	1,319,245	1,327,907	1,327,907	
Overtime	18,905	23,277	9,956	25,000	25,000	25,000	
Fringe	277,305	258,428	321,277	335,204	336,966	336,966	
Health Insurance	369,961	351,109	418,508	406,951	406,951	406,951	
Salary and Wage Totals	1,938,429	1,876,606	2,026,937	2,086,400	2,096,824	2,096,824	-
New Positions							
Storm Water Manager	-	-	-	-	69,325	-	
Traffic Manager	-	-	-	-	69,325	-	
Staff Engineer	-	-	-	-	69,325	-	
Right-of-Way Specialist	-	-	-	-	50,431	-	
Engineering Intern (Part-time)	-	-	-	-	23,281	-	
Engineering Intern (Part-time)	-	-	-	-	23,281	-	
Engineering Tech	-	-	-	-	52,576	-	
Laborer	-	-	-	-	41,818	-	
Laborer	-	-	-	-	41,818	-	
New Position Total	-	-	-	-	441,278	-	-
Building/Grounds Maintenance	-	21,400	2,447	2,500	10,000	2,500	
Equipment Maintenance	1,402	4,517	3,083	3,500	4,500	3,500	
Professional			11,088		-	-	
Equipment Rental	4,914	12,000	2,818	7,000	7,000	7,000	
Telecommunications	9,095	13,445	-	-	-	-	
Gas and Fuel Oil	-	3,579	1,890	5,000	5,000	5,000	
Electricity	-	12,810	13,568	14,000	15,000	14,000	
Water/Sewer/Garbage	-	2,005	1,672	2,500	3,000	2,500	
Data Processing	3,900	6,424	14,837	6,000	6,000	6,000	
Dues: Organizations	336	490	500	500	500	500	
Staff Development	2,526	3,570	1,566	4,875	5,000	4,875	
Special Departmental Supplies	1,200	1,000	1,000	1,000	1,000	1,100	
Safety Equipment	11,951	13,976	13,004	13,000	13,000	13,000	
Small Equipment	25,000	24,319	15,102	18,000	18,000	18,000	
Operational	279,403	259,271	197,038	250,000	450,000	-	
Operational - FY2008 Roll Forward	4,360	-	-	-	-	-	
Food	983	1,271	923	1,000	1,300	1,000	
IT Replacement Equipment/Software	-	-	-	5,000	5,000	5,000	
Uniforms/Clothing	13,293	14,954	14,036	15,000	15,000	15,000	
Equipment, Capital Expenditures	10,605	44,608	24,581	-	26,500	-	

Oconee County, South Carolina
 Roads and Bridges (601)
 2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Capitol, Building	-	-	-	-	4,500	-	-
Vehicles/Equipment, Capital	-	-	-	-	-	-	-
Expenditures	394,989	129,984	348,570	-	1,166,000	-	-
Road Paving	55,060	813,749	315,298	110,281	2,100,000	-	-
Departmental Paving	253,391	8,858	3,200	-	-	-	-
Bridge Replacement	25,134	-	-	-	-	-	-
Bridge Replacement - FY2009 Roll Forward	55,725	-	-	-	-	-	-
General Gravel Use	229,413	286,329	199,749	200,000	320,000	-	-
Road Paving C-Funds	573,510	-	-	-	-	-	-
Vehicle Maintenance	-	181,225	178,853	200,000	210,000	200,000	-
Gasoline	-	47,716	51,739	50,000	55,000	50,000	-
Diesel	-	165,774	175,013	150,000	200,000	150,000	-
Expenditure Total	1,965,210	1,883,282	1,691,583	1,059,156	4,641,300	498,975	-
Department Total	3,903,639	3,769,887	3,618,570	3,145,556	7,179,402	2,696,799	-

Cost to Serve Analysis

Percentage of Budget	6.25%
Departmental Total Cost	2,595,799
Departmental Direct Revenue	226,200
Other Revenue	293,051
Cost in Tax Dollars	2,076,548
Estimated Millage	4.17

Oconee County, South Carolina
 Sheriff (101)
 2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recommend	FY 2014 Council Approved
Salary and Wages	3,345,210	3,285,630	3,370,911	3,274,907	3,528,274	3,528,274	
Overline	244,863	226,131	222,851	250,000	250,000	250,000	
Fringe	701,499	768,305	856,741	821,627	895,971	895,971	
Health Insurance	847,149	803,854	1,054,532	910,285	910,285	910,285	
Salary and Wage Totals	5,138,711	5,103,870	5,604,835	5,256,820	5,584,530	5,584,530	
New Position							
Sergeant - Training	-	-	-	-	59,602	-	-
Sergeant - Investigator	-	-	-	-	59,602	-	-
General Counsel	-	-	-	-	78,401	-	-
Reclassification - Lieutenant Investigations	-	-	-	-	3,578	3,578	-
New Position Total	-	-	-	-	201,183	3,578	
Equipment Maintenance	22,016	4,836	6,363	19,607	19,607	13,250	
Professional	97,508	92,039	89,481	95,000	100,000	95,000	
Equipment Rental	318	2,150	2,819	3,000	6,500	3,000	
Electricity	1,855	1,412	1,631	1,500	1,500	1,500	
Water/Sewer/Garbage	240	444	230	400	400	400	
Data Processing	13,315	13,924	13,683	15,000	15,000	15,000	
Medical	6,083	2,984	7,929	7,000	7,000	7,000	
Dues: Organizations	5,180	6,771	7,562	6,000	5,000	6,000	
Staff Development	25,113	21,456	18,539	20,000	25,000	25,000	
Small Equipment	73,746	75,101	25,103	25,000	83,700	25,000	
Operational	41,180	40,921	41,236	43,000	50,000	43,000	
Postage	259	421	117	600	600	600	
Food	1,622	1,594	2,347	2,500	5,500	2,500	
IT Replacement Equipment/Software	-	-	-	-	-	-	
Uniforms/Clothing	120,839	85,326	85,183	96,740	120,000	96,740	
Firing Range	51,556	64,395	58,014	45,000	55,000	45,000	
Sub-Station	2,795	2,795	2,827	4,000	4,000	4,000	
Equipment, Capital Expenditures	31,477	22,729	-	-	-	-	
Vehicles, Capital Expenditures (15 Vehicles)	249,504	242,303	249,834	250,000	450,000	-	
DSS Child Support (Federal)	5,861	2,913	5,893	-	-	-	
Helicopter Maintenance	9,312	8,928	7,720	9,000	9,000	9,000	
General Gravel Use	9,054	355	165	2,000	2,000	2,000	
Vehicle Maintenance	-	90,095	108,235	100,000	100,000	100,000	
Gasoline	195	331,060	349,038	380,000	360,000	360,000	
Diesel	-	660	933	500	-	-	
Miscellaneous Grant Match	-	2,878	-	-	-	-	
Expenditure Totals	780,128	1,118,240	1,086,860	1,105,847	1,430,807	853,990	
Department Total	5,918,839	6,222,110	6,581,695	6,362,667	7,216,520	6,442,098	

Oconee County, South Carolina
 Sheriff (101)
 2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recommend	FY 2014 Council Approved
Cost to Serve Analysis							
Percentage of Budget						15.51%	
Departmental Total Cost						6,442,098	
Departmental Direct Revenue						177,076	
Other Revenue						727,276	
Cost in Tax Dollars						5,537,746	
Estimated Millage						11.12	

Oconee County, South Carolina
Soil and Water Conservation District (716)
2013-2014

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	26,115	23,799	25,239	25,969	26,488	26,488	
Fringe	4,033	4,168	4,345	4,808	4,904	4,904	
Health Insurance	9,748	9,239	8,921	10,709	10,709	10,709	
Salary and Wage Totals	39,896	37,207	38,505	41,486	42,102	42,102	-
New Positions	-	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-	-
Building/Grounds Maintenance Gas and Fuel Oil - USDA Building	6,216	8,642	8,078	8,800	8,800	8,800	
Electricity - USDA Building	-	1,662	1,092	1,650	1,650	1,650	
Water/Sewer/Garbage	-	5,330	5,090	5,800	5,800	5,800	
Insurance	-	608	598	800	800	800	
Coop. Extension Service	1,165	1,380	1,380	1,650	1,650	1,650	
	-	-	-	-	10,938	10,938	
Expenditure Total	7,381	17,622	16,238	18,700	18,700	29,638	-
Department Total	47,277	54,829	54,743	60,186	60,802	71,740	-

Cost to Serve Analysis

Percentage of Budget	0.17%
Departmental Total Cost	71,740
Departmental Direct Revenue	-
Other Revenue	6,864
Cost in Tax Dollars	64,875
Estimated Millage	0.13

**Oconee County, South Carolina
Solicitor (504)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	331,807	375,095	433,348	455,324	486,831	486,831	
Fringe	55,030	63,678	77,865	86,746	92,661	92,661	
Health Insurance	68,095	74,970	111,823	98,383	98,383	98,383	
Salary and Wage Totals	454,932	513,743	623,036	638,453	675,875	675,875	-
New Positions	-	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-	-
Telecommunications	(2)	-	-	-	-	-	
Vehicles, Capital Expenditures	10,000	-	-	-	-	-	
Vehicle Maintenance	-	27	134	500	500	500	
Gasoline	-	573	808	1,000	1,000	1,000	
Expenditure Total	9,998	600	942	1,500	1,500	1,500	-
Department Total	464,930	514,343	623,978	639,953	677,375	677,375	-

Cost to Serve Analysis

Percentage of Budget	1.63%
Departmental Total Cost	677,375
Departmental Direct Revenue	5,500
Other Revenue	76,472
Cost in Tax Dollars	595,404
Estimated Millage	1.20

Oconee County, South Carolina
Solid Waste (718)
2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	1,122,523	1,075,713	1,121,530	1,180,747	1,181,426	1,181,426	
Overtime	5,155	4,433	3,101	5,000	5,000	5,000	
Fringe	226,881	236,891	289,138	278,776	279,471	279,471	
Health Insurance	360,233	332,629	421,188	396,242	396,242	396,242	
Salary and Wage Totals	1,714,791	1,649,666	1,834,955	1,860,764	1,862,140	1,862,140	-
New Positions							
Account Clerk I	-	-	-	-	42,785	-	
Equipment Operator I	-	-	-	-	41,834	-	
New Position Total	-	-	-	-	84,619	-	-
Travel	94	-	559	200	250	200	
Building/Grounds Maintenance	39,176	16,201	18,729	18,000	21,000	21,000	
Building/Grounds Maintenance - FY2008 Roll Forward	-	10,000	-	-	-	-	
Building/Grounds Maintenance - FY2009 Roll Forward	-	4,092	2,353	-	-	-	
Equipment Maintenance	48,062	29,876	38,651	30,000	40,000	36,000	
Professional	5,409	62,338	11,793	75,000	65,000	55,000	
Professional - FY2008 Roll Forward	10,546	4,000	18,750	-	-	-	
Equipment Rental	4,673	4,558	4,558	5,100	5,100	5,100	
Telecommunications	5,378	6,173	-	-	-	-	
Electricity	49,438	53,673	50,778	56,000	55,000	53,000	
Water/Sewer/Garbage	7,637	7,034	8,769	10,000	10,000	8,400	
Advertising	2,527	-	2,496	1,000	1,000	1,000	
Dues: Organizations	171	181	183	200	200	200	
Staff Development	1,305	216	747	2,500	2,500	1,200	
Safety Equipment	6,813	6,435	6,788	7,000	7,500	7,000	
Small Equipment	12,648	7,347	4,545	4,000	4,000	4,000	
Operational	13,553	11,191	12,155	10,000	13,500	12,000	
Postage	173	110	110	175	175	150	
Food	586	-	-	250	250	250	
IT Replacement Equipment/Software	-	-	-	2,022	1,861	1,861	
Uniforms/Clothing	19,047	12,640	17,661	15,000	15,750	15,750	
Equipment, Capital Expenditures	150,541	-	14,153	-	139,700	-	
Buildings, Capital Expenditures	10,399	-	-	-	200,000	-	
Vehicles, Capital Expenditures	-	258,364	249,155	-	-	-	
Testing Wells	144,848	85,841	65,774	72,000	95,500	72,000	
Testing Wells - FY2009 Roll Forward	-	60,000	-	-	-	-	
Tipping Fees/MSW Disposal	1,032,089	1,225,252	1,304,026	1,278,000	1,305,000	1,250,000	
Impact Fees for Tires	25,668	31,744	29,675	30,000	32,000	30,000	

Oconee County, South Carolina
Solid Waste (718)
2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
General Gravel Use	13,989	36,217	16,992	25,000	25,000	23,000	
Vehicle Maintenance	-	80,210	94,204	100,000	105,000	95,000	
Gasoline	-	9,232	9,742	8,600	9,600	9,200	
Diesel	-	108,747	117,669	105,000	135,000	110,000	
Expenditure Total	1,604,752	2,121,673	2,100,415	1,855,047	2,289,886	1,811,311	-
Department Total	3,319,543	3,771,339	3,935,370	3,716,811	4,236,645	3,673,451	-

Cost to Serve Analysis

Percentage of Budget	8.84%
Departmental Total Cost	3,673,451
Departmental Direct Revenue	1,262,400
Other Revenue	414,712
Cost in Tax Dollars	1,996,339
Estimated Millage	4.01

Oconee County, South Carolina
 South Cove Park (204)
 2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	119,486	109,830	113,305	117,680	120,033	120,033	
Overtime	-	1,837	-	1,500	1,500	1,500	
Fringe	22,432	22,867	24,786	25,915	26,426	26,426	
Health Insurance	38,912	36,959	34,004	42,837	42,837	42,837	
Salary and Wage Totals	179,829	171,492	172,095	187,932	190,797	190,797	-
New Positions	-	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-	-
Building/Grounds Maintenance	28,558	41,149	18,839	28,100	31,100	29,200	
Equipment Maintenance	988	674	1,131	1,100	1,100	1,000	
Equipment Rental	64	-	-	500	-	-	
Telecommunications	518	591	-	-	-	-	
Gas and Fuel Oil	481	1,116	1,571	1,500	1,500	1,500	
Electricity	28,626	33,813	41,534	34,000	34,000	34,000	
Water/Sewer/Garbage	3,593	2,663	2,427	4,000	4,000	3,600	
Staff Development	(40)	2,083	-	-	-	-	
Small Equipment	1,989	10,565	286	2,000	200	200	
Operational	12,088	1,913	5,647	10,000	9,300	10,000	
Food	117	2,794	-	100	-	-	
Uniforms/Clothing	1,948	-	1,433	2,000	2,000	2,000	
Concessions	3,489	-	3,620	1,500	1,500	1,500	
Buildings, Capital Expenditures	488	-	-	-	215,000	-	
Vehicles/Equipment, Capital Expenditures	10,605	-	-	-	-	-	
Expenditure Total	93,522	97,352	76,498	84,800	299,700	83,000	-
Department Total	273,351	268,844	248,583	272,732	490,497	273,797	-

Cost to Serve Analysis

Percentage of Budget	0.66%
Departmental Total Cost	273,797
Departmental Direct Revenue	170,000
Other Revenue	30,910
Cost in Tax Dollars	72,887
Estimated Millage	0.15

Oconee County, South Carolina
 Tax Center (304)
 2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
New Position							
Business Analyst	-	-	-	-	-		
New Position Total	-	-	-	-	-	-	-
Equipment Maintenance	-	987	-	-			
Telecommunications	840	-	-	-			
Data Processing	132,006	-	-	-			
Dues: Organizations	-	-	-	-			
Staff Development	-	-	-	-			
Small Capital	1,164	-	-	-			
Operational	28,980	-	-	-			
IT Replacement Equipment/Software	-	-	-	-			
CIDR Fee	11,007	-	-	-			
Temporary Tag Fee	596	-	-	-			
Expenditure Total	174,592	987	-	-	-	-	-
Department Total	174,592	987	-	-	-	-	-

Cost to Serve Analysis

Percentage of Budget	0.00%
Departmental Total Cost	-
Departmental Direct Revenue	-
Other Revenue	-
 Cost in Tax Dollars	 -
Estimated Millage	-

**Oconee County, South Carolina
Treasurer (306)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	229,416	228,125	232,756	234,334	246,211	246,211	
Overtime	1,087	510	314	1,000	1,000	1,000	
Fringe	38,525	41,698	43,355	45,612	47,847	47,847	
Health Insurance	68,155	64,678	79,972	74,965	74,965	74,965	
Salary and Wage Totals	337,184	335,011	356,397	355,910	370,023	370,023	-
New Positions							
Security Guard	-	-	-	-	50,996	-	
New Position Total	-	-	-	-	50,996	-	-
Travel	505	464	600	600	800	800	
Equipment Maintenance	445	15,679	21,496	22,300	20,100	20,100	
Professional	-	16,889	12,690	12,500	17,750	17,750	
Equipment Rental	790	1,354	1,354	1,400	1,400	1,400	
Telecommunications	752	792	-	-	-	-	
Data Processing	-	-	-	-	-	-	
Advertising	-	358	211	250	250	250	
Dues: Organizations	100	150	150	150	225	225	
Staff Development	3,751	3,447	3,727	4,000	5,000	4,500	
Small Equipment	4,324	7,472	9,513	500	4,900	4,900	
Operational	7,033	20,502	23,044	21,150	17,600	17,600	
Postage	71,300	79,754	85,510	73,653	75,000	75,000	
IT Replacement Equipment/Software	-	-	-	-	3,049	3,049	
Vehicle Maintenance	-	114	77	800	800	800	
Gasoline	-	713	959	800	1,000	800	
Vehicle, Capital Expenditure					19,870	-	
Expenditure Total	89,000	147,889	159,331	138,103	167,744	147,174	-
Department Total	426,184	482,699	515,728	494,013	688,763	517,197	-

Cost to Serve Analysis

Percentage of Budget	1.25%
Departmental Total Cost	517,197
Departmental Direct Revenue	64,200
Other Revenue	58,389

Cost in Tax Dollars	394,608
Estimated Millage	0.79

Oconee County, South Carolina
Vehicle Maintenance (721)
2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	456,592	455,472	477,825	497,285	511,075	511,075	
Overtime	2,796	3,535	1,197	5,000	5,000	5,000	
Fringe	87,278	94,693	110,630	110,665	113,726	113,726	
Health Insurance	136,251	129,356	155,048	149,929	149,929	149,929	
Salary and Wage Totals	682,915	683,057	744,701	762,900	779,730	779,730	-
New Positions	-	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-	-
Building/Grounds Maintenance	-	4,549	2,094	3,100	3,100	3,100	
Equipment Maintenance	4,897	6,347	5,462	6,000	5,700	5,700	
Telecommunications	4,906	5,266	-	-	-	-	
Gas and Fuel Oil	-	5,005	2,823	5,600	5,000	5,000	
Electricity	-	12,419	11,888	13,500	13,500	13,000	
Water/Sewer/Garbage	-	1,455	1,530	1,700	1,700	1,700	
Data Processing	3,154	4,350	3,610	4,000	4,000	4,000	
Dues: Organizations	100	100	100	150	150	150	
Staff Development	1,958	1,804	2,138	3,000	3,000	3,000	
Safety Equipment	2,028	1,555	1,790	2,900	2,500	2,500	
Small Equipment	9,662	10,004	7,420	8,000	10,000	9,000	
Operational	3,189	13,908	12,429	12,000	12,000	12,000	
Postage	291	157	96	300	300	300	
Food	453	487	-	-	500	500	
Uniforms/Clothing	5,175	3,875	3,314	5,400	5,400	5,400	
Vehicles/Equipment, Capital Expenditures	6,326	-	23,757	-	49,978	-	
General Gravel Use	-	-	-	-	1,000	1,000	
Vehicle Maintenance - Sheriff	96,905	-	-	-	-	-	
Vehicle Maintenance - Coroner	72	-	-	-	-	-	
Vehicle Maintenance - Emergency Services	83,711	-	-	-	-	-	
Vehicle Maintenance - Animal Control	4,010	-	-	-	-	-	
Vehicle Maintenance - Parks, Recreation, and Tourism	12,137	-	-	-	-	-	
Vehicle Maintenance - Library	1,497	-	-	-	-	-	
Vehicle Maintenance - Assessor	1,502	-	-	-	-	-	
Vehicle Maintenance - Delinquent Tax Collector	152	-	-	-	-	-	
Vehicle Maintenance - Treasurer	282	-	-	-	-	-	
Vehicle Maintenance - Solicitor	234	-	-	-	-	-	
Vehicle Maintenance - Magistrate	218	-	-	-	-	-	

Oconee County, South Carolina
Vehicle Maintenance (721)
 2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budgetg	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Vehicle Maintenance - Roads and Bridges	188,934	-	-	-	-		
Vehicle Maintenance - Building Codes	2,204	-	-	-	-		
Vehicle Maintenance - Economic Development	16	-	-	-	-		
Vehicle Maintenance - Human Resources	151	-	-	-	-		
Vehicle Maintenance - Information Technology	376	-	-	-	-		
Vehicle Maintenance - Planning	314	-	-	-	-		
Vehicle Maintenance - Facilities Maintenance	5,095	-	-	-	-		
Vehicle Maintenance - Administrator	280	-	-	-	-		
Vehicle Maintenance - Solid Waste	87,341	-	-	-	-		
Vehicle Maintenance - Airport	4,746	-	-	-	-		
Vehicle Maintenance - Vehicle Maintenance	4,889	5,155	7,253	7,000	7,000	6,500	
Vehicle Maintenance - Pine Street	131	-	-	-	-		
Gasoline - Sheriff	280,657	-	-	-	-		
Gasoline - Coroner	3,274	-	-	-	-		
Gasoline - Emergency Services	23,112	-	-	-	-		
Gasoline - Animal Control	12,270	-	-	-	-		
Gasoline - Parks, Recreation, and Tourism	11,928	-	-	-	-		
Gasoline - Library	1,836	-	-	-	-		
Gasoline - Assessor	3,397	-	-	-	-		
Gasoline - Delinquent Tax Collector	195	-	-	-	-		
Gasoline - Treasurer	415	-	-	-	-		
Gasoline - Solicitor	659	-	-	-	-		
Gasoline - Magistrate	1,276	-	-	-	-		
Gasoline - Roads and Bridges (State)	40,651	-	-	-	-		
Gasoline - Building Codes	8,739	-	-	-	-		
Gasoline - Economic Development	500	-	-	-	-		
Gasoline - Human Resources	220	-	-	-	-		
Gasoline - Information Technology	2,225	-	-	-	-		
Gasoline - Planning	402	-	-	-	-		
Gasoline - Facilities Maintenance	14,061	-	-	-	-		
Gasoline - Administrator	969	-	-	-	-		
Gasoline - Solid Waste	8,770	-	-	-	-		
Gasoline - Airport	1,797	-	-	-	-		
Gasoline - Vehicle Maintenance	11,590	14,186	15,652	13,800	16,500	13,800	
Gasoline - Pine Street	827	-	-	-	-		

Oconee County, South Carolina
 Vehicle Maintenance (721)
 2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Gasoline - Contingency	-	-	-	-	50,000	-	-
Diesel - Sheriff	305	-	-	-	-	-	-
Diesel - Emergency Services	9,169	-	-	-	-	-	-
Diesel - Parks, Recreation, and Tourism	1,015	-	-	-	-	-	-
Diesel - Library	972	-	-	-	-	-	-
Diesel - Roads and Bridges (State)	122,544	-	-	-	-	-	-
Diesel - Solid Waste	83,350	-	-	-	-	-	-
Diesel - Airport	625	-	-	-	-	-	-
Diesel - Vehicle Maintenance	1,101	912	1,337	1,100	1,350	1,100	-
Diesel - Contingency	-	-	-	-	50,000	-	-
Kerosene	-	-	-	-	300	-	-
	1,187,189	92,834	102,723	87,550	242,978	87,750	-
Department Total	1,870,104	775,691	847,424	850,450	1,022,708	867,480	-

Cost to Serve Analysis

Percentage of Budget	2.09%
Departmental Total Cost	867,480
Departmental Direct Revenue	2,000
Other Revenue	97,934
Cost in Tax Dollars	767,546
Estimated Millage	1.54

**Oconee County, South Carolina
Veterans' Affairs (404)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	115,212	115,067	118,857	121,641	125,289	125,289	
Fringe	19,570	21,361	22,645	23,773	24,486	24,486	
Health Insurance	29,204	27,719	29,966	32,128	32,128	32,128	
Salary and Wage Totals	163,986	164,147	171,468	177,542	181,903	181,903	-
New Positions	-	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-	-
Leased Copier	-	-	-	-	2,200	2,200	
Travel					-		
Equipment Maintenance	1,799	2,324	936	2,200	250	250	
Telecommunications	1,604	1,716	-	-	-	-	
Dues: Organizations	25	25	50	50	50	50	
Staff Development	295	801	-	150	150	150	
Small Equipment	782	2,051	-	1,200	1,500	1,500	
Operational	3,611	3,071	3,473	2,500	2,500	2,500	
Food	302	347	348	350	350	350	
IT Replacement Equipment/Software	-	-	-	-	1,524	1,524	
Expenditure Total	8,418	10,336	4,807	6,450	8,524	8,524	-
Department Total	172,403	174,483	176,275	183,992	190,427	190,427	-

Cost to Serve Analysis

Percentage of Budget	0.46%
Departmental Total Cost	190,427
Departmental Direct Revenue	5,100
Other Revenue	21,498
Cost in Tax Dollars	163,829
Estimated Millage	0.33

**Oconee County, South Carolina
Voter Registration and Elections (715)
2013-2014 Budget**

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Salary and Wages	78,853	80,773	78,186	86,574	87,440	87,440	
Overtime	292	342	70	1,000	1,000	250	
Fringe	13,329	14,611	14,039	16,121	16,281	16,142	
Health Insurance	19,496	18,479	16,615	21,418	21,418	21,418	
Salary and Wage Totals	111,970	114,205	108,910	125,113	126,139	125,250	-
New Positions	-	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-	-
Travel	322	738	748	800	900	900	
Equipment Maintenance	6,212	6,623	7,759	7,500	7,500	13,000	
Professional	2,649	2,865	21,438	3,000	7,000	7,000	
Telecommunications	486	472	315	450	450	450	
IT Replacement Equipment/Software	-	-	-	350	-	-	
Data Processing	12,955	13,409	16,997	17,000	13,000	13,000	
Advertising	306	233	308	350	1,000	350	
Dues: Organizations	40	140	120	140	140	140	
Staff Development	1,249	1,480	1,807	2,800	3,400	2,800	
Small Equipment	1,229	3,849	2,261	1,200	1,000	1,000	
Operational	35,384	15,885	39,678	10,850	10,000	10,000	
Postage	26	70	38	100	75	75	
Expenditure Total	60,859	45,562	91,463	44,540	44,465	48,715	-
Department Total	172,829	159,767	200,373	169,653	170,604	173,965	-

Cost to Serve Analysis

Percentage of Budget	0.42%
Departmental Total Cost	173,965
Departmental Direct Revenue	2,000
Other Revenue	19,640
Cost in Tax Dollars	152,325
Estimated Millage	0.31

Oconee County, South Carolina
Zoning (727)
2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Commission Honoraria	-	700	-	-	-	-	-
Small Capital	1,050	-	-	-	-	-	-
Operational	3,598	2,996	-	-	-	-	-
Expenditure Total	4,649	3,696	-	-	-	-	-
Department Total	4,649	3,696	-	-	-	-	-

Cost to Serve Analysis

Percentage of Budget	0.00%
Departmental Total Cost	-
Departmental Direct Revenue	-
Other Revenue	-
Cost in Tax Dollars	-
Estimated Millage	-

Oconee County, South Carolina
Other Financing Uses
2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Transfer To Capital Projects Fund	5,833,860	320,000	-	380,000	-	-	
Transfer To Miscellaneous Special Revenues Fund	-	-	-	12,000	12,000	12,000	
Transfer To Sheriff's Victim Services Fund	114,692	39,138	56,604	60,420	30,000	30,000	
Transfer To Solicitor's Victim Services Fund	7,747	13,952	25,200	26,648	13,000	13,000	
Transfer To Economic Development Fund	-	523,410	-	1,041,000	-	-	
Transfer To Bridges and Culverts Fund	-	986,727	-	-	-	-	
Transfer To Oconee FOCUS Fund	-	645	-	-	-	-	
Total Other Financing Uses	5,956,299	1,883,872	81,804	1,520,268	55,000	55,000	-

Cost to Serve Analysis

Percentage of Budget	0.13%
Departmental Total Cost	55,000
Departmental Direct Revenue	-
Other Revenue	6,209
Cost in Tax Dollars	48,791
Estimated Millage	0.10

**Oconee County, South Carolina
Departmental Capital Requests
2013-2014 Budget**

Description	New or Replacement	Quantity	Cost Per Unit	FY 2014 Total Request	FY 2014 Administrator Recommended	FY 2014 Council Approved
Sheriff (101)						
2013 Chevrolet Tahoe 4x2 Utility (SUV) Pursuit Package (4 without Pursuit)	Replacement	14	30,650	429,100	400,000	
2013 Chevrolet Silverado 4x2 - 1/2 Ton Extended Cab Truck	Replacement	1	24,069	24,069	-	
Fire Departments(102)						
Car	Replacement	1	35,000	35,000	35,000	
Equipment for vehicles			70,000	70,000	70,000	
Coroner (103)						
Walk-In-Cooler	New	1	21,650	21,650	21,650	
Office/Morgue/Facility	New	1	200,000	200,000	-	
Autopsy Sink - Wall Mount-Center Approach	New	1	22,161	22,161	22,161	
Chevrolet Tahoe; Full Size, 4 Door, Pursuit Package, Flex Fuel	New	1	27,500	27,500	-	
Communications (104)						
Sheriff's Office Main Radio Repeater Replacement Channel 1	Replacement	1	40,000	40,000	40,000	
Detention Center (106)						
Live Scan Fingerprint System	Replacement	1	29,930	29,930	29,930	
Electric Door Access System	Replacement	1	45,000	45,000	-	
Pickup	New	1	25,900	25,900	-	
Animal Control (110)						
Interior Commercial Fence	New	1	5,950	5,950		
10x30 Wood-tex shed 3-row horse barn	New	1	5,472	5,472		
Metal Cover Over Incinerator	New	1	1,738	1,738		
Toyota Tacoma 4x2 Regular Cab, 4 Cycle	Replacement	1	19,057	19,057	19,057	
PRT Admin (202)						
Web Based Software for Online Reservations	New	1	17,000	17,000		
South Cove Park (204)						
Maintenance Building	Replacement	1	140,000	140,000		

**Oconee County, South Carolina
Departmental Capital Requests
2013-2014 Budget**

Description	New or Replacement	Quantity	Cost Per Unit	FY 2014 Total Request	FY 2014 Administrator Recommended	FY 2014 Council Approved
Destination Playground	Replacement	1	75,000	75,000	75,000	
High Falls Park (203)						
Skid Steer with Bucket and Pallet Fork and Backhoe attachments	Replacement	1	32,000	32,000	32,000	
Library (206)						
Repaving of Walhalla Library parking lot	Replacement	1	35,000	35,000		
Assessor (301)						
Ford Escape 4x4 Intermediate 4 door vehicle	Replacement	1	24,000	24,000	24,000	
Treasurer (306)						
Full size Sedan - 4 Door, 5-Passanger, Chevrolet Equinox	Replacement	1	19,870	19,870	19,870	
Magistrate (509)						
Front secure payment window	New	1	4,500	4,500		
DVR Security System	New	1	1,500	1,500		
Courtroom Tables	New	2	2,500	5,000		
Commerical Keyless Security Lock for interoffice	New	1	500	500		
New Microphones for courtroom	New	2	1,000	2,000		
Painting of Walhalla Magistrate's Office	New	1	5,000	5,000		
Shelving for storage unit	New	1	1,500	1,500		
Voice over IP phone system	New	1	3,500	3,500		
Roads and Bridges (601)						
Fuel Truck	Replacement	1	101,300	101,300	101,300	
Sign Truck F-450	Replacement	1	46,300	46,300	46,300	
Paving Machine	Replacement	1	212,000	212,000	212,000	
Trackhoe	Replacement	1	318,500	318,500	318,500	
Single Axle Truck	Replacement	1	101,300	101,300	-	
Mini Excavator	Replacement	1	128,700	128,700	128,700	
Pneumatic Roller (9 wheel roller)	Replacement	1	47,700	47,700	47,700	
Road Tractor with Lift Axle	Replacement	1	141,300	141,300	-	
Batwing Mower for Tractor	New	1	21,200	21,200	21,200	
Samurai Boom	Replacement	1	47,700	47,700	47,700	
Shoulder Bulk Attachment	New	1	26,500	26,500	26,500	

**Oconee County, South Carolina
Departmental Capital Requests
2013-2014 Budget**

Description	New or Replacement	Quantity	Cost Per Unit	FY 2014 Total Request	FY 2014 Administrator Recommended	FY 2014 Council Approved
Location	New	1	4,500	4,500	4,500	
Community Development (702)						
Setup for New Software	New	1	30,000	30,000	-	
Year Subscription of Software	New	1	18,000	18,000		
Other Contract Expenses	New	1	5,000	5,000	-	
Human Resources (710)						
Software for applications and recruitment process	New	1	14,930	14,930		
Planning (712)						
Ford Escape Utility Vehicle	Replacement	1	23,984	23,984	-	
Facilities Maintenance (714)						
Building	New	1	18,000	18,000		
New roof for Agricultural Building	New	1	16,000	16,000		
Solid Waste (718)						
Replace broken asphalt around transfer station	Replacement	1	55,000	55,000	55,000	
Expand Solid Waste Office Facility to include public education facility	New	1	145,000	145,000	-	
Replacement of 7 compactors at MCC'S 10, 9, 5 & 1	Replacement	7	19,910	139,370	139,370	
Airport (720)						
Restroom and Pilot Area for Hangar E Completion	Completion of Hanger E	1	34,590	34,590		
Equipment Replacement			19,960	19,960	19,960	
Vehicle Maintenance (721)						
F250 Truck with Mechanic type bed to replace a 1996 F250	Replacement	2	23,876	47,752	47,752	
Total Capital Requests				3,133,483	2,005,150	

Oconee County, South Carolina
 Rock Quarry Enterprise Fund
 2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Council Approved	FY 2014 Requested	FY 2014 Admin Recom	FY 2014 Council Approved
Operating Revenues							
Customer Sales	3,403,634	3,242,140	2,854,030	3,600,000	3,500,000	3,500,000	
Interest Income	7,446	8,251	4,256	5,000	5,000	5,000	
Miscellaneous	662	49,395	3,471	400	500	500	
Total Revenues	3,411,744	3,300,786	2,861,757	3,605,400	3,505,500	3,505,500	
Operating Expenses							
Salary and Wages	593,808	597,120	615,146	627,703	640,350	640,350	
Fringe	136,764	136,178	169,470	145,194	148,033	147,972	
Health Insurance	155,767	147,835	181,119	168,991	180,839	160,639	
Overtime	21,441	12,023	12,769	12,000	15,000	12,000	
Salary and Wage Totals	907,780	893,157	978,504	953,888	984,021	960,960	
Building/Grounds Maintenance	6,110	5,791	5,847	7,500	7,000	7,000	
Equipment Maintenance	322,129	242,267	246,374	263,000	300,000	300,000	
Professional	4,137	4,785	4,889	6,000	6,000	6,000	
Equipment Rental	1,412	890	9,494	12,000	17,000	4,500	
Telecommunications	3,675	3,112	3,310	3,250	3,700	3,500	
Gas and Fuel Oil	338	296	53	700	400	700	
Electricity	64,150	65,299	58,767	72,000	67,000	66,900	
Water/Sewer/Garbage	5,054	5,202	4,303	4,500	1,000	4,500	
Data Processing	835	389	449	2,600	1,800	2,600	
Insurance - Property and Liability	37,456	34,060	27,077	39,000	48,000	40,000	
Advertising	-	300	288	300	1,000	300	
Bonds	-	156	-	200	200	200	
Dues: Organizations	1,100	-	500	2,000	1,100	1,100	
Staff Development	2,641	3,801	4,322	4,250	4,250	4,250	
Special Departmental Supplies	793	793	395	3,500	3,500	3,500	
Safety Equipment	3,668	4,363	4,913	5,300	6,300	5,300	
Small Equipment	4,214	3,659	4,470	4,500	4,800	4,600	
Operational	18,104	19,584	19,909	22,500	24,500	21,000	
Food	1,169	1,293	1,103	1,300	1,300	1,300	
IT Replacement Equipment/Software	-	-	-	6,600	2,000	2,000	
Uniforms/Clothing	6,436	5,734	5,705	6,100	6,300	6,300	
Equipment, Capital Expense	-	-	-	685,000	-	-	
IT Equipment, Capital Expense	-	-	-	15,000	-	-	
Blasting	290,991	349,503	300,020	400,000	400,000	400,000	
Credit Application Fee	549	473	391	400	500	400	
Vehicle Maintenance	195,429	217,052	213,533	285,000	285,000	285,000	
Gasoline	7,760	9,328	12,635	12,000	14,000	12,000	
Diesel	161,646	196,116	212,410	265,000	288,000	267,000	
Update Crusher Plant	23,622	13,454	15,355	20,000	20,000	20,000	
Rock Inventory	229,664	(100,346)	(226,374)	-	-	-	
Depreciation Expense	415,827	372,783	312,903	435,000	341,802	341,000	
Depletion Expense	6,862	6,882	6,901	6,862	19,822	20,000	
Total Operating Expenses	2,724,084	2,310,280	2,228,448	3,665,370	2,839,095	2,793,510	
Net Operating Income	687,660	990,506	633,309	(59,970)	666,405	711,990	

Oconee County, South Carolina
 Rock Quarry Enterprise Fund
 2013-2014 Budget

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Council Approved	FY 2014 Requested	FY 2014 Admin Recom	FY 2014 Council Approved
Transfer From Investments	-	-	-	363,970			
Transfer To General Fund	(687,650)	(890,506)	(633,309)	(700,000)	(700,000)	(1,000,000)	
Transfer To Capital Projects Fund	-	(100,000)	-	-			
Net Assets Used	-	-	-	366,000	41,947		
Change in Net Assets	-	0	0	-	8,362	(288,010)	-

Oconee County, South Carolina
 Road Maintenance Millage - 2.1
 2013-2014 Budget

Description	2010 Actual	2011 Actual	2012 Actual	2013 Budget	2014 Request	2014 Admin Recom	2014 Council Approved
Revenues							
Road Maintenance Millage - 2.1					1,050,000	1,050,000	
Interest							
Total Revenues	-	-	-	-	1,050,000	1,050,000	-
Expenditures							
Gravel Use					250,000	250,000	
Operational					200,000	200,000	
Road Paving					600,000	600,000	
Total Expenditures	-	-	-	-	1,050,000	1,050,000	-
Change in Fund Balance	-	-	-	-	-	-	-
Ending Fund Balance	-	-	-	-	0	0	-

Deeraw County, South Carolina
Emergency Services Protection District Special Revenue Fund
2013-2014 Budget

Description	2010 Actual	2011 Actual	2012 Actual	2013 Council Approved	2014 Forecast	2014 Fire (157)	2014 Rescue (158)	2014 Admin. (159)	Increases (Decreases) from Prior Budget	2014 Council Approved
Revenues										
Emergency Services Protection District										
Milage - 2.9 M/M	1,375,154	1,350,776	1,370,334	1,323,500	1,323,500	1,002,315	261,274	1,323,599	(7)	
Investment Income	135	-	-	-	-	-	-	-	-	
Total Revenues	1,375,289	1,350,776	1,370,334	1,323,500	1,323,500	1,002,315	261,274	1,323,599	(7)	
Expenses										
Personnel										
Salary and Wages	143,527	124	268	-	-	-	-	-	-	
Salary and Wages - Part Time Firefighter	20,755	83,025	-	-	-	-	-	-	-	
Overtime	11,254	-	-	-	-	-	-	-	-	
Fringe	44,569	21,218	-	-	-	-	-	-	-	
Health Insurance	19,452	-	-	-	-	-	-	-	-	
Salary and Wage Totals	277,507	104,267	268	-	-	-	-	-	-	
Materials and Supplies										
Building/Grounds Maintenance	5,721	-	-	-	-	-	-	-	-	
Equipment Maintenance	9,507	-	22,563	53,000	53,500	50,000	10,500	60,500	9,500	
Gas and Fuel Oil	-	-	563	3,400	3,400	3,400	-	3,400	-	
Electricity	-	-	2,156	3,000	3,000	3,000	-	3,000	-	
Water/Sewer/Wastage	-	-	-	1,300	1,300	1,300	-	1,300	-	
Data Processing	52,072	17,744	-	-	-	-	-	-	-	
Medical	134	1,996	-	-	-	-	-	-	-	
Staff Development	11,990	205	-	-	-	-	-	-	-	
Small Equipment	1,459	-	61,649	75,000	75,000	75,000	-	75,000	-	
Operational	25,258	-	-	-	-	-	-	-	-	
Uniforms/Clothing	2,987	4,850	-	-	-	-	-	-	-	
Equipment, Capital Expenditures	-	-	25,153	-	-	-	-	-	-	
Buildings, Capital Expenditures	-	-	117,815	362,000	353,000	350,000	-	350,000	-	
Vehicles, Capital Expenditures	-	-	-	-	65,800	35,000	30,000	-	-	
Fire Trucks, Capital Expenditures	-	-	4,930	350,000	453,000	450,000	-	450,000	-	
Public Support	-	723,533	791,000	791,000	791,000	791,000	160,000	791,000	-	
General Gravel Use	-	19,800	-	-	-	-	-	-	-	
Vacation Compensation	100,000	-	100,000	150,000	150,000	150,000	-	150,000	-	
National Certs/Tests	488,705	-	-	-	-	-	-	-	-	
Basic Departmental Expenditures	140,000	144,000	90,000	293,000	293,000	133,000	50,000	230,000	-	
Protective Equipment	3,311	-	-	-	-	-	-	-	-	
Self-Contained Breathing Apparatus (SCBA)	320,200	-	-	-	-	-	-	-	-	
Contingency	200	-	-	-	-	-	-	-	-	
Principal Payment - 2008 Capital Lease Purchase	295,520	295,273	-	-	-	-	-	-	-	
Interest Payment - 2008 Capital Lease Purchase	36,345	27,652	-	-	-	-	-	-	-	
Miscellaneous Grant/Marsh	-	5,200	-	-	-	-	-	-	-	
Transfer To General Fund	-	23,500	-	-	-	-	-	-	-	
Operational Expenditures	1,529,324	1,333,613	1,537,533	2,084,033	2,154,192	1,653,630	311,254	2,095,190	15,893	
Total Expenditures	1,804,807	1,364,833	1,537,801	2,084,033	2,154,592	1,653,630	311,254	2,094,190	15,893	
Change in Fund Balance	(429,518)	(14,057)	(167,467)	(760,533)	(831,092)	(751,285)	(50,980)	(770,611)	(66,264)	
Ending Fund Balance	2,132,796	2,122,528	1,855,061	1,094,527	263,435	(537,681)	(57,693)	314,425		1,884,937

Oconee County, South Carolina
 Sheriff Victims' Services Special Revenue Fund
 2013-2014 Budget

Description	2010 Actual	2011 Actual	2012 Actual	2013 Council Approved	2014 Request	2014 Admin Recom	Increase (Decrease) from Prior Budget	2014 Council Approved
Revenues								
Assessments	56,500	45,511	42,441	42,000	39,000	46,000	4,000	
Surcharges	32,496	31,749	27,947	29,000	24,000	30,000	1,000	
General Fund Transfer	114,892	39,138	113,208	60,420	30,000	30,000	(30,420)	
Total Revenues	203,888	116,397	183,596	131,420	93,000	106,000	4,000	-
Expenditures								
Salaries and Fringe	123,556	123,494	130,489	131,916	110,983	110,983	(20,933)	
Staff Development	722	-	-	-	-	-	-	
Operational	-	-	-	-	-	-	-	
Foothills Crisis Center	25,000	-	-	-	-	-	-	
Total Expenditures	149,278	123,494	130,489	131,916	110,983	110,983	(20,933)	-
Change in Fund Balance	54,410	(7,097)	53,107	(496)	(17,983)	(4,983)	(4,487)	-
Ending Fund Balance	8,015	918	54,026	53,530	35,547	48,547		48,547

Oconee County, South Carolina
 Solicitor Victims' Services Special Revenue Fund
 2013-2014 Budget

Description	2010 Actual	2011 Actual	2012 Actual	2013 Council Approved	2014 Request	2014 Admin Recom	Increase (Decrease) from Prior Budget	2014 Council Approved
Revenues								
Assessments	4,401	3,749	6,007	3,500	2,000	4,000	500	
Surcharges	28,863	43,370	40,592	25,000	30,000	34,000	9,000	
General Fund Transfer	7,747	13,952	50,400	26,848	13,000	13,000	(13,848)	
Total Revenues	41,011	61,071	96,999	55,348	45,000	51,000	500	-
Expenditures								
Salaries and Fringe	53,367	53,113	59,871	57,887	60,432	60,432	2,545	
Total Expenditures	53,367	53,113	59,871	57,887	60,432	60,432	2,545	-
Change in Fund Balance	(12,356)	7,958	37,128	(2,539)	(15,432)	(9,432)	(6,893)	-
Ending Fund Balance	(6,341)	1,617	38,745	36,206	20,774	26,774		26,774

Oconee County, South Carolina
 911 Communications Special Revenue Fund
 2013-2014 Budget

Description	2010 Actual	2011 Actual	2012 Actual	2013 Council Approved	2014 Request	2014 Admin Recom	Increase (Decrease) from Prior Budget	2014 Council Approved
Revenues								
AT&T E-911 Surcharge Taxes	355,675	419,338	286,323	253,000	275,000	275,000	22,000	
Competitive Local Exchange Carrier Taxes	53,370	68,179	45,014	51,600	60,000	60,000	8,400	
State Wireless Funding	99,201	61,884	83,302	74,000	70,000	74,000	-	
Budget and Control Board Funding	-	-	53,212	51,000	65,000	65,000	14,000	
Investment Income	1,302	738	-	-	-	500	500	
Total Revenues	510,548	548,139	467,851	429,600	470,000	474,500	44,900	-
Expenditures								
Salaries and Fringe	47,693	6,491	20,000	20,000	20,000	20,000	-	
Equipment Maintenance	102,495	136,702	148,267	140,000	200,000	150,000	10,000	
Telecommunications	135,633	126,080	134,400	125,000	125,000	125,000	-	
Staff Development	-	25	-	-	-	-	-	
Small Capital	-	-	-	3,000	3,000	3,000	-	
Operational	-	2,252	-	-	-	-	-	
Equipment, Capital Expenditure	118,178	165,122	-	64,500	250,000	250,000	185,500	
Seneca Backup 911 Center Upgrade	-	-	-	-	-	350,000	-	
Debt Service - Principal	358,397	-	-	-	-	-	-	
Debt Service - Interest	9,718	-	-	-	-	-	-	
Total Expenditures	772,115	438,672	302,667	352,500	598,000	898,000	195,500	-
Change in Fund Balance	(261,567)	109,467	165,184	77,100	(128,000)	(423,500)	(500,600)	-
Ending Fund Balance	558,811	668,278	833,462	987,662		564,162		564,162

Oconee County, South Carolina
 Tri-County Technical College Special Revenue Fund
 2013-2014 Budget

Description	2010 Actual	2011 Actual	2012 Actual	2013 Council Approved	2014 Request	2014 Admin Recom	Increase (Decrease) from Prior Budget	2014 Council Approved
Revenues								
Tri-County Technical College Millage - 2.1 Mills	1,045,399	1,088,336	1,098,950	1,060,500	1,060,500	1,060,500	-	-
Total Revenues	1,045,399	1,088,336	1,098,950	1,060,500	1,060,500	1,060,500	-	-
Expenditures								
County Contribution	872,117	1,048,556	1,013,376	1,036,754	1,041,785	1,041,785	5,031	-
Total Expenditures	872,117	1,048,556	1,013,376	1,036,754	1,041,785	1,041,785	5,031	-
Change in Fund Balance	73,282	39,780	85,574	23,746	18,715	18,715	5,031	-
Ending Fund Balance	858,623	898,403	983,977	1,007,723		1,026,438		1,007,723

**Oconee County, South Carolina
General Capital Projects Fund
2013-2014 Budget**

Capital Projects Fund Revenue and Financing Sources	Balance as of 06/30/2012	Status	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Federal AIP Grant Funding					
State AIP Grant Funding					
Capital Projects Fund Balances					
LEC (Jail)	15,755,575.05	Open			
Westminster Emergency Building	155,087.42	Open			
Chau Ram Superintendent Residence	2,675.08	Complete			
Seneca Branch Library	27,674.41	Open			
Westminster Branch Library Expansion	3,658.98	Open			
Courthouse Remediation	15,688.39	Open			
IT Capital Project	87,449.39	Open			
Pointe West Project	1,564,722.10	Open			
Pine Street Capital Projects Communication Towers (Lease Fund)	12,214.64 350,000.00	Open Open			
Oil/Water Separator (Lease Fund)	30,000.00	Open			
Airport Land Acquisition	4,000.00	Open			
AIP - Land/House	26,605.00	Open			
AIP - Easements	5,000.00	Open			
AIP - Obstruct Clearing	6,000.00	Open			
Anticipated Deferred Revenue for AIP	(418,276.87)	Open			
Transfer From General Fund					
OFS - 2014 Capital Lease Purchase			2,000,000	2,000,000	
Total Capital Projects Revenue and Financing Sources	17,628,073.59		-	-	-
Capital Projects Fund Expenditures and Financing Uses	Balance as of 06/30/2012	Status	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
LEC (Jail)	15,755,575.05	Open			
Westminster Emergency Building	155,087.42	Open			
Chau Ram Superintendent Residence	2,675.08	Complete			
Seneca Branch Library	27,674.41	Open			
Westminster Branch Library Expansion	3,658.98	Open			
Courthouse Remediation	15,688.39	Open			
IT Capital Project	87,449.39	Open			

Pointe West Project	1,564,722.10	Open			
Pine Street Capital Projects	12,214.64	Open			
Communication Towers (Lease Fund)	350,000.00	Open			
Oil/Water Separator (Lease Fund)	30,000.00	Open			
Airport Land Acquisition	4,000.00	Open			
AIP - Land/House	26,605.00	Open			
AIP - Easements	5,000.00	Open			
AIP - Obstruct Clearing	6,000.00	Open			
Anticipated Deferred Revenue for AIP	(418,276.87)	Open			
2014 Capital Replacement Items			2,000,000	2,000,000	
Total Capital Projects Expenditures and Financing Uses	17,628,073.59		2,000,000	2,000,000	-

Oconee County, South Carolina
Economic Development Capital Projects Fund
2013-2014 Budget

Economic Development Financing Sources	FY 2011 Actual	FY 2012 Actual	FY 2013 Council Approved	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Economic Development Millage - 1 Mill	-	525,716	505,000		490,000	
Economic Development Millage - 1.2 Mill from GF					610,000	
Economic Development Millage - .2 Mill from GF					100,000	
ARC Grant - Sewer South	-	41,332	500,000		500,000	
ARC Grant - WHS					500,000	
Federal Funds for Sewer	-	-	500,000		-	
Utility Tax Credits	1,030,000	-	700,000		500,000	
CJRSA's Grant	-	-	500,000		900,000	
Transfer From General Fund	4,570,781	-	1,041,000			
Transfer From Capital Projects Fund	-	-	1,738,157			
Transfer From Debt Service Fund (Pointe West Coverage)	-	-	600,000		342,000	
Tax Credit	-	350,000	-			
C-Fund		100,000	-			
Echo Hills Bond Reimbursement					1,000,000	
Budgeted Fund Balance	-	-	2,053,147		5,100,000	
Total Economic Development Financing Sources	5,700,761	1,027,048	5,544,157	-	10,110,000	-

Economic Development Expenditures	FY 2011 Actual	FY 2012 Actual	FY 2013 Council Approved	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Development of GCCP, Echo Hills and Propex	352,552	13,589	-			
Echo Hills Infrastructure	-	-	700,000			
Seneca Rail Site	-	-	362,500		100,000	
Transfer to Debt Service Fund	-	-	-		200,000	
School Sewer Line	-	-	1,100,000		1,100,000	
Sewer South	-	-	5,439,204		5,000,000	
Professional		114,114	-			
CJRSA Annual Payment					510,000	
Duke Sewer System Agreement					100,000	
Shell Building	-	125	-			
Total Economic Development Expenditures	352,552	127,927	8,602,304	-	10,110,000	-

Oconee County, South Carolina
 Bridges and Culverts Capital Projects Fund
 2013-2014 Budget

Bridges and Culverts Financing Sources	FY 2011 Actual	FY 2012 Actual	FY 2013 Council Approved	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Bridges and Culverts Millage - 1 Mill	-	529,030	500,000	498,000	498,000	
Transfers From General Fund	966,727	-	-	-	-	
Transfers From Capital Projects Fund	27,103	-	1,130,575	-	-	
Transfers From Rock Quarry Fund	100,000	100,000	-	-	-	
Total Bridges and Culverts Financing Sources	1,113,830	629,030	1,635,575	498,000	498,000	-
Bridges and Culverts Expenditures and Financing Uses	FY 2011 Actual	FY 2012 Budget	FY 2013 Council Approved	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Bridges and Culverts Replacements	44,182	34,861	450,000	450,000	450,000	
Cobb Bridge Repairs				600,000	600,000	
Add to Fund Balance for Future Projects	1,069,548	-	1,185,575	-		
Total Bridges and Culverts Expenditures and Financing Uses	1,113,830	34,861	1,635,575	1,050,000	1,050,000	-

Nat Fund Balance 1,553,617 2,297,392 2,297,392

Oconee County, South Carolina
Debt Service Fund
2013-2014 Budget

FY 2013-14

Projected Revenue

3,698,000

Description	2010 General Obligation Refunding Bonds	2010 Special Source Revenue Bonds (Pointe West)	2011 General Obligation Bonds (Detention Center)	2013 Echo Hills General Obligation, Taxable Series 2013A	Total
Principal	830,000	200,000	2,010,000	150,000	2,990,000
Interest & Fiscal Charges	26,350	143,750	270,300	31,921	472,321 0
Total Debt Service Paymen	656,350	343,750	2,280,300	181,921	3,462,321
Original Principal	5,300,000	3,500,000	17,000,000	2,800,000	
Principal as of 6/30/13	2,635,000	3,125,000	13,930,000	-	
Maturity Date	Serial Maturity 3/01/2012 to 3/01/2017	2025	Serial Maturity 4/01/2012 to 4/01/2031	October 1, 2028	
Interest Rate	Net Interest Cost 1.24%	4.6%	Net Interest Cost 3.38%	Net Interest Cost 2.825%	
Counts Against Debt Limit	Yes	No	Yes	Yes	

Net Difference

235,679

ATTACHMENT E TO ORDINANCE 2013-01

Employee Benefit Plan

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2013-02**

AN ORDINANCE TO ESTABLISH THE BUDGET FOR THE SCHOOL DISTRICT OF OCONEE COUNTY (the "School District") AND TO PROVIDE FOR THE LEVY OF TAXES FOR THE OPERATIONS OF THE SCHOOL DISTRICT OF OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2013 AND ENDING JUNE 30, 2014.

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

SECTION 1

The following amounts are hereby approved for budget purposes and appropriated for the 2013-2014 fiscal year for the School District of Oconee County:

School Operations	\$	59,128,595
School Debt	\$	16,115,722
Total School District	\$	<u>75,244,317</u>

SECTION 2

A tax of sufficient millage to fund the aforestated appropriations for the School District of Oconee County Budget for the fiscal year beginning July 1, 2013 and ending June 30, 2014 is hereby directed to be levied upon all taxable property in Oconee County and duly collected.

SECTION 3

The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy and the Treasurer of Oconee County is herein directed to collect sufficient millage on all taxable property in Oconee County on which school taxes may be levied to provide for the aforestated operations appropriations and direct expenditures of the School District of Oconee County for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

SECTION 4

In accordance with the Constitution and general law of the State of South Carolina, and the Acts and Joint Resolutions of the South Carolina General Assembly, the Auditor of Oconee County shall set the millage levy for the debt service requirements of the School District and the Treasurer of Oconee County shall collect sufficient millage on all taxable property in Oconee County on which school taxes may be levied to provide for the debt service requirements of the School District of Oconee County for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

SECTION 5

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

SECTION 6

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

SECTION 7

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2013.

Adopted in meeting duly assembled this 18th day of June, 2013.

OCONEE COUNTY, SOUTH CAROLINA

Joel Thrift, Chairman
Oconee County Council

ATTEST

Elizabeth G. Hulse
Clerk to County Council

First Reading: May 7, 2013
Second Reading: May 21, 2013
Public Hearing: June 11, 2013
Third Reading: June 18, 2013

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2013-03**

AN ORDINANCE TO PROVIDE FOR THE LEVY OF TAXES FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT AND TO ESTABLISH THE BUDGET FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 2013 AND ENDING JUNE 30, 2014.

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

SECTION 1

For the fiscal year beginning July 1, 2013 and ending June 30, 2014, \$648,612 is hereby appropriated for fire protection services in the Keowee Fire Special Tax District.

SECTION 2

A tax of sufficient millage, not to exceed 14.5 mills, to fund the aforesated appropriations for the Keowee Fire Special Tax District for the fiscal year beginning July 1, 2013 and ending June 30, 2014, after crediting against such appropriations all other unrestricted revenue anticipated to accrue to Keowee Fire Special Tax District and any fund balance budgeted to be used during said fiscal year, is hereby directed to be levied on all taxable property, eligible to be lawfully taxed for such purposes, in the Keowee Fire Special Tax District.

SECTION 3

The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy and the Treasurer of Oconee County is herein directed to collect sufficient millage on taxable property in the Keowee Fire Special Tax District to provide for the aforesated appropriations and direct expenditures of that Special Tax District for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

SECTION 4

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

SECTION 5

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

SECTION 6

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2013.

Adopted in meeting duly assembled this 18th day of June, 2013.

OCONEE COUNTY, SOUTH CAROLINA

Joel Thrift, Chairman
Oconee County Council

ATTEST

Elizabeth G. Hulse
Clerk to County Council

First Reading: May 7, 2013
Second Reading: May 21, 2013
Public Hearing: June 11, 2013
Third Reading: June 18, 2013

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013-07

AN ORDINANCE AUTHORIZING THE TRANSFER AND
CONVEYANCE OF CERTAIN REAL PROPERTY; AND OTHER
MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), and as such possesses all powers granted to counties by the Constitution and laws of the State; and

WHEREAS, Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended, provides, in part, that counties may acquire real property by purchase or gift, and lease, sell or otherwise dispose of real and personal property; and

WHEREAS, the County is the owner of that certain piece, parcel or tract of land situate in the County consisting of approximately 22.38 acres (the "Property") and being more fully shown and designated on survey of Gregory Blake Sosebee P.L.S.# 14818 prepared for the County dated April 30, 2013 ("Survey"), a copy of which Survey is now before the County Council of the County (the "County Council") and is attached hereto as Exhibit A; and

WHEREAS, Pioneer Rural Water District ("Pioneer") wishes to acquire from the County, and the County wishes to convey to Pioneer, the Property for the purpose of allowing Pioneer to construct on the County Property a potable water treatment facility to be connected to and operated as part of Pioneer's waterworks system (such acquisition and conveyance, the "Transfer"), subject to and in accordance with the terms and provisions of a Purchase and Sale Agreement ("Purchase Agreement"), the form of which is now before the County Council and is attached as Exhibit B hereto; and

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

Section 1. Approval of Transfer. County Council hereby approves the Transfer, subject to and in conformity with the provisions of the Purchase Agreement in substantially the form attached as Exhibit B hereto, or with such changes as are not materially adverse to the County.

Section 2. Execution and Delivery of Purchase Agreement. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Purchase Agreement on behalf of the County in substantially the form attached as Exhibit B hereto, or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel.

Section 3. Execution and Delivery of Deed and Other Transfer Documents. The Administrator shall be, and hereby is, authorized to execute and deliver on behalf of the County a limited warranty deed conveying title to the Property to Pioneer in accordance with the provisions of the Purchase Agreement in a form and substance acceptable to the Administrator, on advice of legal counsel to the County. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the Transfer in a form and substance acceptable to the Administrator, on advice of legal counsel to the County. The County Administrator is further authorized and empowered to execute any subsequent amendments or revisions to any of the agreements, certifications or documents authorized under this Ordinance

Section 4. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 6. Effective Date. This Ordinance shall be effective upon its enactment by the County Council of Oconee County, South Carolina.

DONE AND ENACTED by the County Council of Oconee County, South Carolina, this 18th day of June, 2013.

OCONEE COUNTY, SOUTH CAROLINA

Chairman, County Council
Oconee County, South Carolina

(SEAL)

ATTEST:

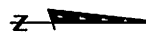
Clerk to County Council,
Oconee County, South Carolina

First Reading: March 19, 2013
Second Reading: May 21, 2013
Public Hearing: June 18, 2013
Third & Final Reading: June 18, 2013

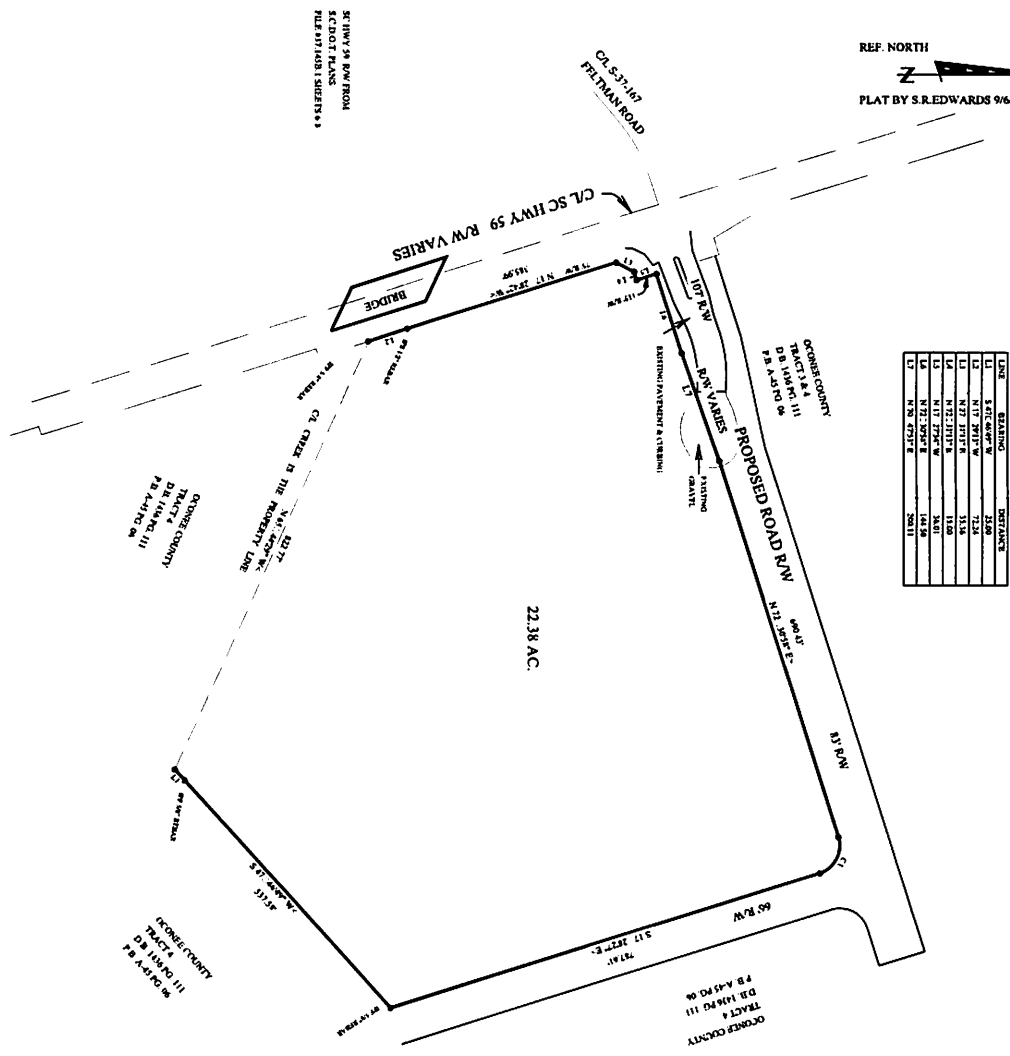
EXHIBIT A

Survey

[see attached]

REF. NORTH

 PLAT BY S.R. EDWARDS 9/6/12

LINE	BEARING	DISTANCE
L1	S 81° 44' 48" W	23.68
L2	N 17° 31' 17" W	73.24
L3	N 22° 31' 17" E	51.58
L4	N 12° 52' 52" E	142.48
L5	N 22° 32' 52" E	142.48
L6	N 22° 32' 52" E	142.48
L7	N 28° 27' 27" E	208.11

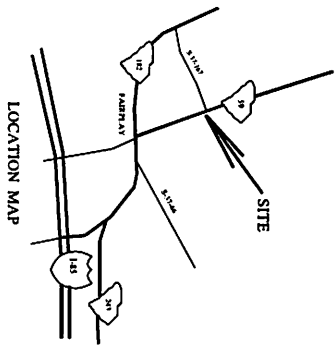


NOTES: PROPERTY SUBJECT TO WHITLAND REGULATIONS.
 CONVEYS ARE 5' REAR SET UNLESS LABELLED (EXCEPT CL. CREEK).
 NOTE: THIS PROPERTY IS SUBJECT TO ALL EASEMENTS & ENEVS OF RECORD.



PLAT PREPARED FOR:
OCONEE COUNTY, SC

PARCEL ON SC HWY 59
 REF. DB 1416 PG. 111
 REF. PB A-45 PG. 06
 PLAT BY S.R. EDWARDS DATED:
 9/6/2012, REV. 01/22/2013
 PLO TMB# 312-00-01-011



ACREAGE - 22.38

DATE: APRIL 30, 2013


STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

TOWNSHIP OF CENTER

SCALE: 1" = 150'

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARD OF PRACTICE VOUCHER PERMITTING IN SUCH CAPACITY, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS OF SURVEY AS PERMITTED THEREIN.
 THERE ARE NO USABLE ENCUMBRANCES OR PREJECTIONS OTHER THAN SHOWN.

PREPARED BY:

 GREGORY BLAKE SOSEBE, P.L.S.# 6119
 15547 WELLS HWY., SENECA, S.C. 29678
 TELEPHONE: (864) 882-0024
 PRODUCT CATALOGUE NUMBER: 222289 J

THIS PLAT AND THE DEEDS HEREON ARE THE PROPERTY OF EDWARDS & BARNES & COMPANY, INC. AND MAY NOT BE REPRODUCED OR PART WITH A THIRD PARTY WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR AND ANY ENCUMBRANCE WILL BE SOLELY TO LEGAL ACTION.

EXHIBIT B

Purchase Agreement

[see attached]

**AGREEMENT FOR THE PURCHASE
AND SALE OF REAL PROPERTY**

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY, made and entered into as of this _____ day of _____, 2013 ("Effective Date"), by and between **OCONEE COUNTY, SOUTH CAROLINA**, a body politic and corporate and political subdivision of the State of South Carolina ("Seller"), and **PIONEER RURAL WATER DISTRICT** ("Purchaser").

RECITALS

A. Seller is the owner in fee simple title to that certain piece, parcel or tract of land ("Land") consisting of approximately 22.38 acres and being more fully shown and described on survey of Gregory Blake Sosebee P.L.S.# 14818 prepared for the County dated April 30, 2013 ("Survey"), a copy of which Survey is attached as Exhibit A hereto and incorporated herein by reference; and

B. Purchaser desires to purchase the Property (as described below) for the purpose of constructing and operating a potable water treatment facility (the "Water Facility") thereon.

C. Seller desires to sell and convey the Property to Purchaser, and Purchaser desires to purchase and acquire the Property from Seller, subject to the terms and conditions of this Agreement.

AGREEMENT

1. SALE OF PROPERTY.

1.1. Consideration. For and in consideration of **ONE HUNDRED THIRTY-TWO THOUSAND AND 00/100 DOLLARS (\$132,000.00)** ("Purchase Price"), which Purchase Price shall be paid by Buyer to Seller in full in good funds at Closing (as defined below), and the mutual covenants and agreements contained herein, Seller agrees to sell and convey all of Seller's right, title and interest in and to the property described below ("Property") to Purchaser, and Purchaser agrees to purchase the same from Seller, pursuant to the terms and conditions set forth herein.

1.2. Description of Property. The Property shall consist of:

- (a) The Land;
- (b) All rights, privileges and easements appurtenant to the Land, including all rights, rights-of-way, roadways, roadbeds, and reversions ("Appurtenant Rights");
- (c) All improvements on or within the Land, if any ("Improvements").

2. SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS. In order to induce Purchaser to enter into this Agreement and to purchase the Property, in addition to warranties, representations, covenants, and undertakings contained elsewhere in this Agreement,

Seller hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Purchaser:

2.1. Title to Property. Seller is the sole owner of good, marketable and insurable fee simple title to the Property.

2.2. Authority of Seller. Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms and conditions hereof, and this Agreement, is a valid and binding obligation of Seller as of the date first set forth above. As of the Closing, all necessary action shall have been taken by Seller authorizing the execution and delivery of all documents and instruments to be executed and delivered by Seller at Closing. This Agreement, when executed and delivered by Seller, will be a valid and binding obligation of Seller in accordance with its terms.

2.3. Options and Contracts. No options or other contracts have been granted or entered into which are still outstanding and which give any other party a right to purchase any interest in the Property or any part thereof.

2.4. Condemnation Proceedings. There are no condemnation or eminent domain proceedings pending against the Property or any part thereof and the Seller has received no notice, oral or written, of the desire of any public authority or other entity to take or use the Property or any part thereof.

2.5. Mechanic's Liens. No payments for work, materials, or improvements furnished to the Property will be due or owing at Closing and no mechanics lien, materialman's lien, or other similar lien shall be of record against the Property as of Closing.

2.6. Pending Litigation. There is no claim, litigation, or other proceeding, the probable outcome of which will have a material adverse effect on the value of the Property or its intended use, pending or threatened before any court, commission, or other body or authority, and, further, Seller has not received written notification of any asserted failure of Seller or the Property to comply with applicable laws (whether statutory or not) or any rule, regulation, order, ordinance, judgment or decree of any federal, municipal or other governmental authority.

2.7. No Defaults. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will:

- (a) Conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument to which Seller or any predecessor of Seller is a party, or
- (b) Violate any restriction to which Seller is subject, or
- (c) Constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree, or order, or
- (d) Result in the acceleration of any mortgage or note pertaining to the Property or the cancellation of any contract or lease pertaining to the Property, or

(e) Result in the creation of any lien, charge or encumbrance upon any of the properties or assets to be sold or assigned to Purchaser pursuant to the provisions of this Agreement.

2.8. Events Prior to Closing. Seller will not cause or permit any action to be taken which would cause any of Seller's representations or warranties to be untrue as of the Closing. Seller agrees immediately to notify Purchaser in writing of any event or condition which occurs prior to Closing hereunder, which causes a change in the facts related to, or the truth of, any of Seller's representations.

2.9. Further Acts of Seller. On or before the Closing, Seller will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may reasonably be required by Purchaser or Purchaser's title insurance company to vest in and assure to Purchaser full rights in or to the Property.

2.10. Maintenance of Property. Between the date of this Agreement and Closing, Seller will continue to maintain the Property as it currently is maintained and exists; and Seller shall not make or enter into any lease or other agreement for the use, occupancy or possession of all or any part of the Property without Purchaser's prior written approval.

2.11. AS IS SALE. OTHER THAN THE SPECIFIC REPRESENTATIONS AND WARRANTIES HEREIN, SELLER MAKES NO REPRESENTATIONS, WARRANTIES, OR PROMISES REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES OR PROMISES AS TO THE PHYSICAL OR ENVIRONMENTAL CONDITION, LAYOUT, FOOTAGE, ZONING, UTILITIES, PRESENCE OF HAZARDOUS MATERIALS, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY OR ITS SALE TO PURCHASER. PURCHASER AGREES THAT NO SUCH REPRESENTATIONS, WARRANTIES OR PROMISES HAVE BEEN MADE AND AGREES TO TAKE THE PROPERTY "AS IS." PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY AS ARE DESIRED BY PURCHASER, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS PROVISION SHALL SURVIVE CLOSING.

3. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS.

3.1. Purchaser's Review Period. Purchaser shall have a period (the "Review Period") commencing on the date hereof and expiring ninety (90) days thereafter to do the following, each of which shall be a condition precedent to Purchaser's obligations hereunder:

(a) To conduct, at Purchaser's cost, any and all inspections, engineering and feasibility studies, including, but not limited to environmental inspections and studies, which Purchaser deems necessary, in an effort to determine whether or not to proceed

with the Closing of this transaction. Without limitation of the generality of the foregoing, it is agreed that Purchaser's inspection of the Property may include soil borings, surface water and groundwater testing and analysis, boundary, structural, topographical, and other surveys and any other studies and/or tests desirable for Purchaser to determine that the Property is suitable for its intended purpose. In this regard, Seller hereby agrees that Purchaser, and/or Purchaser's agents or employees, may have unlimited access to the Property during such Review Period to conduct such studies and inspections. Upon completion of such inspections, Purchaser shall restore the surface of the Property to substantially the same condition of the surface on the date hereof after all such tests and inspections are completed.

(b) To obtain a commitment for owner's title insurance (issued by a title insurance company acceptable to Purchaser) on standard ALTA Owner's Policy Form (2006) (together with copies of all instruments and plats evidencing exceptions stated therein), by which commitment the title insurance company agrees to insure the fee simple title to the Property in Purchaser in an amount equal to the purchase price of the Property subject only to exceptions acceptable to Purchaser and Purchaser's lender, if applicable.

(c) To obtain a survey of the Property, such survey disclosing rights-of-way, easements, encroachments or other encumbrances upon the Property acceptable to Purchaser.

(d) To obtain such assurances or approvals from the appropriate governmental authorities as Purchaser deems necessary in relation to Purchaser's intended use of the Property or the environmental condition of the Property. Seller agrees to use its best efforts to cooperate with Purchaser so that Seller shall deliver to Purchaser any item in the possession or control of Seller which Purchaser would like to receive and inspect.

3.2. Termination of Agreement. Prior to the expiration of the Review Period, Purchaser shall have the right to terminate this Agreement in its sole discretion based on Purchaser's findings during the Review Period, in which event this Agreement shall be void, and neither party shall have any further obligation hereunder.

3.3. Status of Title. At Closing (as defined below) Seller shall deliver the Closing Documents (as such term is defined below) to Purchaser as provided by Section 6.2 below, and shall be capable of conveying, and the Closing Documents will purport to convey, good and marketable fee simple title to the Property to Purchaser subject only to encumbrances and title exceptions acceptable to Purchaser. Seller shall not create, cause or permit any encumbrance, impairment or transfer of title to the Property, other than as specifically provided herein; provided, however, that Seller shall have no obligation to cure, have the Property released from or terminate any encumbrance on, impairment of, or lien against the Property caused by Purchaser or related to Purchaser's activity on or use of the Property.

4. **CLOSING.** The purchase and sale contemplated hereunder shall be consummated at the closing (referred to herein as the "Closing") which shall take place no later than _____, 2013. The Closing shall take place at the offices of Seller's counsel:

McNair Law Firm, P.A.
132 East Benson Street, Suite 200
Anderson, SC 29624

5. PRO-RATED ITEMS AND ADJUSTMENTS. Purchaser shall pay for the title insurance premiums due in connection with the issuance of Purchaser's owner's title insurance policy, if any, and for the cost of any survey of the Property prepared at Purchaser's request. Purchaser shall pay all deed recording fees (formerly known as documentary tax stamps) and intangible taxes assessed with respect to the deed conveying title to the Property to Purchaser. Purchaser and Seller shall each pay their own legal fees related to the transaction contemplated hereby.

6. SELLER'S DELIVERIES. In addition to other conditions precedent set forth elsewhere in this Agreement, Seller shall deliver to Purchaser all of the following documents and items, the delivery and accuracy of which shall further condition Purchaser's obligations to consummate the purchase and sale herein contemplated:

6.1. Items Delivered Within Ten (10) Business Days. Seller shall deliver all of the following in Seller's possession or control to Purchaser within Ten (10) business days following the Date of this Agreement:

- (a) Results of any soil boring tests with respect to the Property.
- (b) All building plan drawings, surveys and topographical renderings of the Property.
- (c) All environmental studies of the Property and any environmental permits or approvals with respect to the Property.

6.2. Items Delivered to Purchaser at Closing. Seller shall deliver the following items (collectively, the "Closing Documents") at Closing to Purchaser:

- (a) A limited warranty deed, satisfactory in form and substance to Purchaser or Purchaser's title insurance company, conveying good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement. The County may, at its option, include in the above described limited warranty deed certain restrictions limiting the use of the Property to the construction and operation of the Water Facility and prohibiting sale of the Property or any part thereof by Purchaser to a person or entity other than Seller until such time as construction of the Water Facility has been completed and the Water Facility is operational.
- (b) An Owner's Affidavit, lien waiver, and or other agreements (not to include provisions requiring indemnification by Seller) and affidavits satisfactory for the purpose of removing the "standard" exceptions from Purchaser's Owner's Title Insurance Policy for the Property.

7. CONDEMNATION OR CASUALTY LOSS. In the event of condemnation or receipt of notice of condemnation or taking of any part of the Property by governmental authority prior

to the Closing, or any material casualty loss to the Property prior to Closing, Purchaser, at its option, shall have the right to terminate this Agreement. After Closing, all risk of loss due to condemnation or casualty shall lie with Purchaser.

8. COMMISSIONS.

8.1. Real Estate Commission. Seller and Purchaser represent and warrant to each other that no brokerage fees or real estate commissions are or shall be due or owing in connection with this transaction or in any way with respect to the Property.

9. DEFAULT.

9.1. Seller's Defaults. In the event Seller breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed, Purchaser at Purchaser's option shall: (i) be entitled to thereafter exercise any and all rights and remedies available to Purchaser at law and in equity, including without limitation the right of specific performance; or (ii) be entitled, upon giving written notice to Seller, as herein provided, to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

9.2. Purchaser's Defaults. In the event Purchaser breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed, Seller at Seller's option shall: (i) be entitled to thereafter exercise any and all rights and remedies available to Seller at law and in equity, including without limitation the right of specific performance; or (ii) be entitled, upon giving written notice to Purchaser, as herein provided, to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

10. CONSTRUCTION OF WATER INFRASTRUCTURE FACILITY.

10.1. Construction of Water Infrastructure Facility. Seller acknowledges and agrees that this Agreement is being entered into with the expectation that Purchaser build and commence operation of the Water Facility and any necessary ancillary improvements on the Property. Purchaser hereby covenants and agrees that it will diligently proceed with construction of, and commence operation of, the Water Facility as quickly as is reasonably practicable following Closing, and acknowledges that its agreement to construct and operate the Water Facility on the Property is a material term of this Agreement and a material inducement to Seller's agreement to convey the Property to Purchaser under this Agreement. Purchaser covenants and agrees not to use the Property for any purpose other than the construction, maintenance and operation of the Water Facility, and not to sell, grant, bargain, convey or encumber the Property, any portion thereof, or any interest therein, prior to completing construction and installation of the Water Facility.

10.2. Attorney's Fees. If the Seller retains an attorney to enforce Section 10.1 of this Agreement, the Seller shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorney's fees and costs incurred through litigation and all appeals.

11. MISCELLANEOUS

11.1. Completeness; Modification. This Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein and it supersedes all prior discussions, undertakings or agreements between the parties. This Agreement shall not be modified except by a written agreement executed by both parties.

11.2. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective, heirs, devisees, personal representatives, successors and assigns.

11.3. Survival. Except as otherwise expressly provided herein, it is the express intention and agreement of the parties to this Agreement that all covenants, agreements, statements, representations and warranties made by Purchaser and Seller in this Agreement (which shall be deemed to include the matters and information disclosed in any of the Exhibits attached hereto or in any document or instrument delivered by Seller pursuant to the provisions of this Agreement or at or in connection with the Closing), including without limitation, the specific agreement for the Purchaser to build and commence operation of the Water Facility, shall survive the Closing.

11.4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of South Carolina.

11.5. Headings. The headings as used herein are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of this Agreement.

11.6. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

11.7. Time of Essence. Both parties hereto specifically agree that time is of the essence to this Agreement with respect to the performance of the obligation of the parties under this Agreement.

11.8. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be deemed appropriate by the parties, all of which shall comprise one (1) agreement.

11.9. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by First Class, Registered or Certified Mail, return receipt requested, postage prepaid, as follows:

(a) If to Purchaser:

Pioneer Rural Water District
Attn.: _____

With a Copy to:

(b) If to Seller:

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

With a copy to:

McNair Law Firm, P.A.
Attn.: Thomas L. Martin, Esq.
132 East Benson Street, Suite 200
Anderson, SC 29624

Any such notice, request, consent or other communications shall be deemed received at such time as it is personally delivered or on the fifth business day after it is so mailed, as the case may be.

11.10. Assignment. Neither this Agreement nor any rights or obligations created or existing under this Agreement may be assigned by Purchaser without the prior written consent of Seller.

11.11. Invalid Provisions. In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

[execution pages follow]

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

SELLER:

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Its: _____

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

PURCHASER:

PIONEER RURAL WATER DISTRICT

By: _____

Its: _____

Exhibit A

Survey

[see attached]

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013 - 11

AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF WALHALLA FOR THE ADMINISTRATION AND ENFORCEMENT OF BUILDING CODES WITHIN THE CITY OF WALHALLA; TO AUTHORIZE OCONEE COUNTY BUILDING CODE PERSONNEL TO ADMINISTER AND ENFORCE BUILDING CODES WITHIN THE CITY OF WALHALLA; TO AMEND ARTICLE II, ENTITLED *REGULATORY CODES*, OF CHAPTER 6, ENTITLED *BUILDINGS AND BUILDING REGULATIONS*, OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, SO AS TO PROVIDE FOR THE AUTOMATIC ADOPTION OF THE LATEST EDITION OF CERTAIN INTERNATIONAL AND NATIONAL CODES APPROVED BY THE SOUTH CAROLINA BUILDING CODES COUNCIL OR THE APPROPRIATE AUTHORITY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through its governing body, the Oconee County Council (the “County Council”), has previously adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “County Code”), as amended, from time to time; and,

WHEREAS, pursuant to the authority established in Article VIII, Section 13 of the State Constitution, and particularly the authority established in Chapter 9 of Title 6 (the “Act”) of the Code of Laws of South Carolina, 1976, as amended (the “Code”), municipalities and counties may establish intergovernmental agreements (the “Agreement”) with other governmental entities of the State to issue permits and enforce building codes in order to provide the services required by the Code; and,

WHEREAS, pursuant to the authority established in §6-9-30 of the Act, each municipality shall appoint a building official or contract for a building official within the municipal boundaries; and,

WHEREAS, pursuant to the foregoing authorities, both the City of Walhalla (the “City”) and the County, through authorization from their respective governing bodies, as required by the Code, desire to authorize the execution and delivery of an Agreement that: provides for the City’s adoption of the County’s building codes, as codified in Article II, entitled *Regulatory Codes*, of Chapter 6, entitled *Buildings And Building Regulations*, of the County Code, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the City’s applicable building codes and municipal law; and

authorizes the creation of an agency relationship that provides authority to County building code personnel to act as the City's agents, and building officials(s) to administer and enforce such adopted County building codes as the City's building codes within the City's jurisdiction and municipal boundaries. A copy of the Agreement is attached hereto as **Exhibit A**, and is hereby incorporated by reference as fully as if set forth verbatim herein; and,

WHEREAS, pursuant to the foregoing authorities and the agency relationship and statutory designation created by the execution and delivery of the attached Agreement, the County desires to accept the City's authority for County building code personnel to act as agents and building official(s) pursuant to the Code for the City, and designate and authorize County building code personnel to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the City's building codes within the City's jurisdiction and municipal boundaries, pursuant to and in accordance with the Act; and,

WHEREAS, pursuant to the authority established in §6-9-50 and §6-9-60 of the Act, the County has previously mandatorily and discretionarily adopted by reference, as codified in Article II, entitled *Regulatory Codes*, of Chapter 6, entitled *Buildings And Building Regulations*, of the County Code, editions of the following nationally recognized building codes and the standards referenced in those codes for the regulation of construction within the State: building, residential, gas, plumbing, mechanical, fire, and energy codes as promulgated, published, or made available by the International Code Council, Inc. and the National Electrical Code as published by the National Fire Protection Association; and,

WHEREAS, pursuant to the foregoing authority Article II, entitled *Regulatory Codes*, of Chapter 6, entitled *Buildings And Building Regulations*, of the County Code, contains terms, provisions, procedures, and standards applicable to the County's building codes; and,

WHEREAS, from time to time, provisions of the County Code need to be amended, to update such provisions, to clarify guidelines and procedures and rules applicable to County government, to keep the County Code in concert and accord with State and County law and regulations and to meet the changing needs of the County; and,

WHEREAS, there is a need to amend, specifically, Article II, entitled *Regulatory Codes*, of Chapter 6, entitled *Buildings And Building Regulations*, of the County Code, to provide for the County's automatic adoption of the latest editions of such mandatorily and discretionarily adopted building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the County has therefore adopted, and to specifically provide for the adoption of the administrative sections of such adopted codes, to keep the County Code in concert and accord with State and County law and regulations, as amended from time to time, and to meet the changing needs of the County:

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

1. The statements of fact and policy from the preamble of this Ordinance are hereby adopted, as findings of fact, by the County Council, in their entirety, and are hereby adopted by reference, as part of the ordaining language of this Ordinance as fully as if set forth verbatim herein.
2. The attached form of the Agreement, attached hereto as **Exhibit A**, is hereby incorporated herein as fully as if set forth verbatim herein, in the form attached to this Ordinance and presented to the County Council meeting at which this Ordinance is to be approved, and is hereby approved, for execution by the County.
3. The Chairman of County Council, upon the advice and recommendation of the County Attorney, and the County, acting by and through the Chairman of County Council, are hereby authorized to execute and deliver the attached Agreement, and to implement the Agreement, in the form approved hereby, or with such changes as do not materially adversely affect the County, upon the advice and recommendation of the County Attorney, all subject to the terms and provisions thereof.
4. The County hereby accepts the City's grant of authority and consents to creating an agency relationship through the execution of the attached Agreement, and the County hereby designates, and authorizes County building code personnel and appellate bodies to administer and enforce the terms of the attached Agreement as agents and building official(s) for the City within the City's jurisdiction and municipal boundaries.
5. The entire content of the current Article II, entitled *Regulatory Codes*, of Chapter 6, entitled *Buildings And Building Regulations*, of the County Code, is hereby revoked, stricken, rewritten, and replaced in its entirety with the rewritten Article II set forth in **Exhibit B**, which is hereby incorporated herein as fully as if set forth verbatim, herein.
6. 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.
7. All ordinances, orders, resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in **Exhibit A** or **Exhibit B** hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior County acts, actions, or decisions of the County or the County Council, in any regard, except as explicitly and specifically stated herein.
8. All other terms, provisions, and parts of the County Code not amended hereby, directly or by implication, shall remain in full force and effect.
9. This Ordinance shall take effect and be in full force and effect from and after the third reading and the public hearing and enactment by the County Council in accordance with the County Code.

Ordained in meeting, duly assembled, this 18th day of June, 2013.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: May 7, 2013 [in title only]
Second Reading: May 21, 2013
Public Hearing: June 18, 2013
Third Reading: June 18, 2013

EXHIBIT A

STATE OF SOUTH CAROLINA)
) INTERGOVERNMENTAL AGREEMENT
COUNTY OF OCONEE)

THIS AGREEMENT is made this 21 day of May, 2013, by and between the City of Walhalla, a municipal corporation duly organized and existing under the laws of the State of South Carolina, hereinafter referred to as the "City", and Oconee County, a body politic and corporate and political subdivision of the State of South Carolina (the "State"), hereinafter referred to as the "County".

WHEREAS, pursuant to the authority established in Article VIII, Section 13 of the South Carolina Constitution, and particularly the authority established in Chapter 9 of Title 6 (the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), municipalities and counties may establish intergovernmental agreements (the "Agreement") with other governmental entities of the State of South Carolina (the "State") to issue permits and enforce building codes pursuant to the Act in order to provide the services required by the Code; and,

WHEREAS, pursuant to the authority established in §6-9-50 and §6-9-60 of the Act, the County has adopted by reference, as codified in Article II, entitled *Regulatory Codes*, of Chapter 6, entitled *Buildings And Building Regulations*, of the County Code of Ordinances (the "County Code"), the latest editions, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, the following nationally recognized building codes and the standards referenced in those codes for the regulation of construction within the State and the administrative chapters associated therewith: building, residential, gas, plumbing, mechanical, fire, and energy codes as promulgated, published, or made available by the International Code Council, Inc. and the National Electrical Code as published by the National Fire Protection Association; and,

WHEREAS, pursuant to the foregoing authorities, the City desires to enter into an Agreement to among other things, designate the County's building official(s) to apply and enforce the County's building codes as the City's own codes, and, in doing so, the City must adopt the County's building codes, as codified in Article II, entitled *Regulatory Codes*, of Chapter 6, entitled *Buildings And Building Regulations*, of the County Code of Ordinances, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the City's building codes and municipal law; and,

WHEREAS, pursuant to the authority established in §6-9-30 of the Act, each municipality of the State shall appoint a building official or contract for a building official within the municipal boundaries; and,

WHEREAS, pursuant to the foregoing authorities, the City and County mutually desire and intend to enter into an Agreement so as to create an agency relationship whereby the City designates and authorizes County personnel to act as the City's agents and building official(s) to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the City's building codes within the City's municipal boundaries; and,

WHEREAS, pursuant to the foregoing authorities and Agreement, the City desires to authorize and grant jurisdiction to County personnel, as agents and building official(s) for the City, to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council, as the City's building codes within the City's municipal boundaries; and,

WHEREAS, pursuant to the foregoing authority and Agreement, the County desires and agrees to designate and authorize County personnel, as agents and building official(s) for the City, to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the City's building codes within the City's municipal boundaries; and,

WHEREAS, both the City and the County, through authorization from their respective governing bodies, as required by the Code, desire to authorize the execution and delivery of this Agreement for the City's adoption of the County's building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the City's building codes and municipal law; authorize and direct the use of the County's appellate procedures and bodies as the City's appellate procedures and bodies for the administration and enforcement of the adopted County building codes; and authorize County personnel to act as agents and building official(s) for the City to administer and enforce said adopted building codes within the City's jurisdiction and municipal boundaries:

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the City of Walhalla and Oconee County (collectively the "Parties" or singularly the "Party") agree as follows:

1. The City hereby and by the City ordinance authorizing the execution and delivery of this Agreement, adopts the County's building codes, as codified in Article II, entitled *Regulatory Codes*, of Chapter 6, entitled *Buildings And Building Regulations*, of the County Code of Ordinances, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the City's building codes and municipal law.
2. The Parties hereby create an agency relationship through the execution of this Agreement, wherein, the City, as principal, designates and authorizes County

personnel to act as agents and building official(s) for the City, and the County, as agent and building official(s), accepts the City's authorization for County personnel to act as agents and building official(s) for the City to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the City's building codes and municipal law within the City's municipal boundaries.

3. The City hereby authorizes and directs the use of the County's appellate procedures and bodies as the City's appellate procedures and bodies for the administration and enforcement of the adopted County building codes, and the County agrees with such use.
4. The City hereby grants jurisdiction and authorizes County personnel, as the City's agents and building official(s), to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the City's building codes within the City's municipal boundaries.
5. The County hereby designates and authorizes County personnel, as the City's agents and building official(s), to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the City's building codes within the jurisdiction of the City's municipal boundaries.
6. The County, by and through the applicable County Department, shall issue all required building permits, both within the county and within the City. Projects that previously required a City Zoning or Special Use permit shall only be permitted by the County after satisfactory proof that all required permits executed by the City have been presented to the County Permit Office. Applicable County employees shall have no jurisdiction over zoning, water, or sewer matters within the City's municipal boundaries.
7. The City shall pay all fees collected within the City pursuant to the terms and provisions of the adopted County building codes and this Agreement, as amended from time to time, to the County to defray any costs incurred by the County in the administration and enforcement of the City's building codes.
8. The City shall indemnify, defend, and hold the County, its employees, agents, and representatives, harmless from any and all claims for damages to person and/or property, including court costs and attorney's fees, arising out of or in any way connected with the performance of this Agreement by the County, its agents and employees. Both Parties agree to immediately notify the other Party of any civil action arising out of the operation of this Agreement.

9. The City shall give its full and complete cooperation to the County, and provide any reasonable assistance which may be requested by the County related to the administration and enforcement of the terms and provisions of this Agreement.
10. The Parties agree that the City has authorized and directed the use of the County's appellate procedures and bodies as the City's appellate procedures and bodies for the administration and enforcement of the adopted County building codes, and therefore any appeal arising out of the administration and enforcement of the terms and provisions of this Agreement shall be the sole responsibility of the County, and no such appeal shall be made to or heard by the City.
11. If any provision of this Agreement shall be held to be invalid or unenforceable, by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect and such determination shall not affect the rest and remainder of this Agreement, all of which is hereby deemed separable. In the event such invalid or unenforceable provision is considered an essential element of this Agreement, the Parties shall promptly renegotiate a replacement provision.
12. This Agreement shall become effective upon the date of execution and shall remain in effect through June 30, 2014. Thereafter, this Agreement shall be automatically renewed for successive terms of one (1) year beginning July 1 and ending June 30 of the succeeding year, unless terminated in accordance with the provisions of Paragraph twelve (12) of this Agreement.
13. This Agreement may be terminated at any time by either of the Parties upon at least sixty (60) days written notice to the other of its intent to terminate or to withdraw its authorization for the Agreement. Such written notice may be given by either Party, and shall be deemed to have been duly given, if either Party personally delivers or mails (as of the postmark date) its intent to terminate and withdraw its authorization for the Agreement to the respective addresses stated below:

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

To the City at: City of Walhalla
Attn: Mayor
P.O. Box 1099
Walhalla, SC 29691

Either of the Parties may, at any time, change the address for notices to such Party by delivering or mailing a notice at least five (5) days prior to such address change, and setting forth the changed address.

14. **This Agreement shall only be modified or amended with the mutual consent and approval of the Parties in writing.**
15. **This Agreement contains all matters considered by the Parties and shall constitute the complete and entire agreement between the Parties and no statement or representation not contained herein shall be valid.**
16. **This Agreement shall be construed and enforced under the laws of the State of South Carolina.**

WITNESS our hands and seals this 21st day of May, 2013.

Witnesses

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman, Oconee County Council
Oconee County, South Carolina

Witnesses

CITY OF WALHALLA, SOUTH CAROLINA

Nancy Goebel
David Land

By: _____
Darryl Edwards, Mayor, City of Walhalla
Walhalla, South Carolina

EXHIBIT B

Rewritten Article II of Chapter 6 (Buildings and Building Regulations) of the Oconee County Code of Ordinances, adopted as of May 21, 2013 by Ordinance 2013 - 2.

ARTICLE II. – Regulatory Codes.

The following mandatory and discretionary nationally recognized Codes, as well as their respective administration section(s), and any such Code editions and versions updated by act of the South Carolina Buildings Code Council or other applicable authority, from time to time, are hereby adopted by reference, as required under §6-9-50, or permitted under §6-9-60 of the South Carolina Code of Laws, 1976, as amended:

Mandatory Codes:

1. International Building Code
2. International Energy Conservation Code
3. International Fire Prevention Code
4. International Fuel Gas Code
5. International Mechanical Code
6. International Plumbing Code
7. International Residential Code
8. National Electrical Code

Discretionary Codes:

1. International Existing Building Code
2. International Performance Code For Buildings And Facilities
3. International Property Maintenance Code
4. International Swimming Pool And Spa Code
5. Manufactured Home Installation Requirements Act

Pursuant to §6-9-50 and §6-9-60 of the Code of Laws of South Carolina, 1976, as amended, Oconee County hereby adopts the provisions of the above mentioned nationally recognized Codes referenced in this Article which concern the qualification, removal, dismissal, duties, responsibilities of, and the administrative procedures for all building officials, deputy building officials, chief inspectors, other inspectors, and assistants.

Sec. 6-41. - International Building Code.

The latest edition of the International Building Code, as updated by act of the South Carolina Buildings Code Council or other applicable authority, from time to time, and its respective administration section(s) contained in Chapter 1, appendix K (*which contains the respective administration section for the National Electrical Code*), as well as such additional changes or additions to the International Building Code identified below, are hereby adopted and incorporated into this Chapter of the Oconee County Code of Ordinances by reference.

The following changes or additions to the International Building Code are hereby adopted:

Section 105.2 "Work exempt from permit."

Building:

Add: 14. Signs not over 75 square feet.

Sec. 6-42. - International Energy Conservation Code.

The latest edition of the International Energy Conservation Code, as updated by act of the South Carolina Buildings Code Council or other applicable authority, from time to time, and its respective administration section(s) contained in Chapter 1, are hereby adopted and incorporated into this Chapter of the Oconee County Code of Ordinances by reference. No appendices of the International Energy Conservation Code are hereby adopted.

Sec. 6-43. - International Fire Code.

The latest edition of the International Fire Code, as updated by act of the South Carolina Buildings Code Council or other applicable authority, from time to time, and its respective administration section(s) contained in Chapter 1, are hereby adopted and incorporated into this Chapter of the Oconee County Code of Ordinances by reference. No appendices of the International Fire Code are hereby adopted.

Sec. 6-44. - International Fuel Gas Code.

The latest edition of the International Fuel Gas Code, as updated by act of the South Carolina Buildings Code Council or other applicable authority, from time to time, and its respective administration section(s) contained in Chapter 1, and appendices A, B, C, and D, are hereby adopted and incorporated into this Chapter of the Oconee County Code of Ordinances by reference.

Sec. 6-45. - International Mechanical Code.

The latest edition of the International Mechanical Code, as updated by act of the South Carolina Buildings Code Council or other applicable authority, from time to time, and its respective administration section(s) contained in Chapter 1, are hereby adopted

and incorporated into this Chapter of the Oconee County Code of Ordinances by reference. No appendices of the International Mechanical Code are hereby adopted.

Sec. 6-46. - International Plumbing Code.

The latest edition of the International Plumbing Code, as updated by act of the South Carolina Buildings Code Council or other applicable authority, from time to time, and its respective administration section(s) contained in Chapter 1, and appendices B and E, are hereby adopted and incorporated into this Chapter of the Oconee County Code of Ordinances by reference.

Sec. 6-47. - International Residential Code.

The latest edition of the International Residential Code, as updated by act of the South Carolina Buildings Code Council or other applicable authority, from time to time, and its respective administration section(s) contained in Chapter 1, and appendices A, B, N and Q, as well as such additional changes or additions to the International Residential Code identified below, are hereby adopted and incorporated into this Chapter of the Oconee County Code of Ordinances by reference.

The following changes or additions to the International Residential Code are hereby adopted:

Section 105.2 "Work exempt from permit."

Building: "1. One story detached accessory structures, provided the floor area does not exceed 400 square feet."

Sec. 6-48. - National Electrical Code.

The latest edition of the National Electrical Code (NFPA 70), as published by the National Fire Protection Association, and as updated by act of the South Carolina Buildings Code Council or other applicable authority, from time to time, all annexes of the National Electrical Code, and appendix K of the International Building Code (*which contains the respective administration section for the National Electrical Code*) are hereby adopted and incorporated into this Chapter of the Oconee County Code of Ordinances by reference.

Sec. 6-49. - International Existing Building Code.

The latest edition of the International Existing Building Code, as updated by act of the South Carolina Buildings Code Council or other applicable authority, from time to time, and its respective administration section(s) contained in Chapter 1, are hereby adopted and incorporated into this Chapter of the Oconee County Code of Ordinances by reference. No appendices of the International Existing Building Code are hereby adopted.

Sec. 6-50. - International Performance Code For Buildings And Facilities.

The latest edition of the International Performance Code For Buildings And Facilities, as updated by act of the South Carolina Buildings Code Council or other applicable authority, from time to time, and its respective administration section(s) contained in Chapter 1, are hereby adopted and incorporated into this Chapter of the Oconee County Code of Ordinances by reference. No appendices of the International Performance Code For Buildings And Facilities are hereby adopted.

Sec. 6-51. - International Property Maintenance Code.

The latest edition of the International Property Maintenance Code, as updated by act of the South Carolina Buildings Code Council or other applicable authority, from time to time, and its respective administration section(s) contained in Chapter 1, are hereby adopted and incorporated into this Chapter of the Oconee County Code of Ordinances by reference. No appendices of the International Property Maintenance Code are hereby adopted.

Sec. 6-52. - International Swimming Pool And Spa.

The latest edition of the International Swimming Pool And Spa Code, as updated by act of the South Carolina Buildings Code Council or other applicable authority, from time to time, and its respective administration section(s) contained in Chapter 1, are hereby adopted and incorporated into this Chapter of the Oconee County Code of Ordinances by reference. No appendices of the International Swimming Pool And Spa Code are hereby adopted.

Sec. 6-53. - Manufactured Home Installation Requirements.

South Carolina Uniform Standards Code for Manufactured Housing, Chapter 29, Article 19-425.43 (of 1998), titled *Used Manufactured Home Minimum Habitability Requirements*, is hereby adopted and incorporated into this Chapter of the Oconee County Code of Ordinances by reference.

WITNESS our hands and seals this 21 day of May, 2013.

Witnesses

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman, Oconee County Council
Oconee County, South Carolina

Witnesses

CITY OF WALHALLA, SOUTH CAROLINA

Nancy Goehle
Joel Thrift

By: _____
Danny Edwards, Mayor, City of Walhalla
Walhalla, South Carolina

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013 -12

AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF WEST UNION FOR THE ADMINISTRATION AND ENFORCEMENT OF BUILDING CODES WITHIN THE TOWN OF WEST UNION; TO AUTHORIZE OCONEE COUNTY BUILDING CODE PERSONNEL TO ADMINISTER AND ENFORCE BUILDING CODES WITHIN THE TOWN OF WEST UNION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through its governing body, the Oconee County Council (the “County Council”), has previously adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “County Code”), as amended, from time to time; and,

WHEREAS, pursuant to the authority established in Article VIII, Section 13 of the State Constitution, and particularly the authority established in Chapter 9 of Title 6 (the “Act”) of the Code of Laws of South Carolina, 1976, as amended (the “Code”), municipalities and counties may establish intergovernmental agreements (the “Agreement”) with other governmental entities of the State to issue permits and enforce building codes in order to provide the services required by the Code; and,

WHEREAS, pursuant to the authority established in §6-9-30 of the Act, each municipality shall appoint a building official or contract for a building official within the municipal boundaries; and,

WHEREAS, pursuant to the foregoing authorities, both the Town of West Union, South Carolina (the “Town”) and the County, through authorization from their respective governing bodies, as required by the Code, desire to authorize the execution and delivery of an Agreement that: provides for the Town’s adoption of the County’s building codes, as codified in Article II, entitled *Regulatory Codes*, of Chapter 6, entitled *Buildings And Building Regulations*, of the County Code, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the Town’s applicable building codes and municipal law; and authorizes the creation of an agency relationship that provides authority to County building code personnel to act as the Town’s agents, and building official(s) to administer and enforce such adopted County building codes as the Town’s building codes within the Town’s jurisdiction and municipal boundaries. A copy of the Agreement is attached hereto as **Exhibit A**, and is hereby incorporated by reference as fully as if set forth verbatim herein; and,

WHEREAS, pursuant to the foregoing authorities and the agency relationship and statutory designation created by the execution and delivery of the attached Agreement, the County desires to accept the Town's authority for County building code personnel to act as agents and building official(s) pursuant to the Code for the Town, and designate and authorize County building code personnel to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the Town's building codes within the Town's jurisdiction and municipal boundaries, pursuant to and in accordance with the Act:

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

1. The statements of fact and policy from the preamble of this Ordinance are hereby adopted, as findings of fact, by the County Council, in their entirety, and are hereby adopted by reference, as part of the ordaining language of this Ordinance as fully as if set forth verbatim herein.
2. The attached form of the Agreement, attached hereto as **Exhibit A**, is hereby incorporated herein as fully as if set forth verbatim herein, in the form attached to this Ordinance and presented to the County Council meeting at which this Ordinance is to be approved, and is hereby approved, for execution by the County.
3. The Chairman of County Council, upon the advice and recommendation of the County Attorney, and the County, acting by and through the Chairman of County Council, are hereby authorized to execute and deliver the attached Agreement, and to implement the Agreement, in the form approved hereby, or with such changes as do not materially adversely affect the County, upon the advice and recommendation of the County Attorney, all subject to the terms and provisions thereof.
4. The County hereby accepts the Town's grant of authority and consents to creating an agency relationship through the execution of the attached Agreement, and the County hereby designates, and authorizes County building code personnel and appellate bodies to administer and enforce the terms of the attached Agreement as agents and building official(s) for the Town within the Town's jurisdiction and municipal boundaries.
5. 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.
6. All ordinances, orders, resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in **Exhibit A** hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior County acts, actions, or decisions of the County or the County Council, in any regard, except as explicitly and specifically stated herein.

7. All other terms, provisions, and parts of the County Code not amended hereby, directly or by implication, shall remain in full force and effect.
8. This Ordinance shall take effect and be in full force and effect from and after the third reading and the public hearing and enactment by the County Council in accordance with the County Code.

Ordained in meeting, duly assembled, this 18th day of June, 2013.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: May 7, 2013 [in title only]
Second Reading: May 21, 2013
Public Hearing: June 18, 2013
Third Reading: June 18, 2013

EXHIBIT A

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

THIS AGREEMENT is made this _____ day of _____, 2013, by and between the Town of West Union, a municipal corporation duly organized and existing under the laws of the State of South Carolina, hereinafter referred to as the “Town”, and Oconee County, a body politic and corporate and political subdivision of the State of South Carolina, hereinafter referred to as the “County”.

WHEREAS, pursuant to the authority established in Article VIII, Section 13 of the South Carolina Constitution, and particularly the authority established in Chapter 9 of Title 6 (the “Act”) of the Code of Laws of South Carolina, 1976, as amended (the “Code”), municipalities and counties may establish intergovernmental agreements (the “Agreement”) with other governmental entities of the State of South Carolina (the “State”) to issue permits and enforce building codes pursuant to the Act in order to provide the services required by the Code; and,

WHEREAS, pursuant to the authority established in §6-9-50 and §6-9-60 of the Act, the County has adopted by reference, as codified in Article II, entitled *Regulatory Codes*, of Chapter 6, entitled *Buildings And Building Regulations*, of the County Code of Ordinances (the “County Code”), the latest editions, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, the following nationally recognized building codes and the standards referenced in those codes for the regulation of construction within the State and the administrative chapters associated therewith: building, residential, gas, plumbing, mechanical, fire, and energy codes as promulgated, published, or made available by the International Code Council, Inc. and the National Electrical Code as published by the National Fire Protection Association; and,

WHEREAS, pursuant to the foregoing authorities, the Town desires to enter into an Agreement to among other things, designate the County’s building official(s) to apply and enforce the County’s building codes as the Town’s own codes, and, in doing so, the Town must adopt the County’s building codes, as codified in Article II, entitled *Regulatory Codes*, of Chapter 6, entitled *Buildings And Building Regulations*, of the County Code of Ordinances, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the Town’s building codes and municipal law; and,

WHEREAS, pursuant to the authority established in §6-9-30 of the Act, each municipality of the State shall appoint a building official or contract for a building official within the municipal boundaries; and,

WHEREAS, pursuant to the foregoing authorities, the Town and County mutually desire and intend to enter into an Agreement so as to create an agency relationship whereby the Town designates and authorizes County personnel to act as the Town's agents and building official(s) to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the Town's building codes within the Town's municipal boundaries; and,

WHEREAS, pursuant to the foregoing authorities and Agreement, the Town desires to authorize and grant jurisdiction to County personnel, as agents and building official(s) for the Town, to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the Town's building codes within the Town's municipal boundaries; and,

WHEREAS, pursuant to the foregoing authority and Agreement, the County desires and agrees to designate and authorize County personnel, as agents and building official(s) for the Town, to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the Town's building codes within the Town's municipal boundaries; and,

WHEREAS, both the Town and the County, through authorization from their respective governing bodies, as required by the Code, desire to authorize the execution and delivery of this Agreement for the Town's adoption of the County's building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the Town's building codes and municipal law; authorize and direct the use of the County's appellate procedures and bodies as the Town's appellate procedures and bodies for the administration and enforcement of the adopted County building codes; and authorize County personnel to act as agents and building official(s) for the Town to administer and enforce said adopted building codes within the Town's jurisdiction and municipal boundaries:

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Town of West Union and Oconee County (collectively the "Parties" or singularly the "Party") agree as follows:

1. The Town hereby and by the Town ordinance authorizing the execution and delivery of this Agreement, adopts the County's building codes, as codified in Article II, entitled *Regulatory Codes*, of Chapter 6, entitled *Buildings And Building Regulations*, of the County Code of Ordinances, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the Town's building codes and municipal law.

2. The Parties hereby create an agency relationship through the execution of this Agreement, wherein, the Town, as principal, designates and authorizes County personnel to act as agents and building official(s) for the Town, and the County, as agent and building official(s), accepts the Town's authorization for County personnel to act as agents and building official(s) for the Town to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the Town's building codes and municipal law within the Town's municipal boundaries.
3. The Town hereby authorizes and directs the use of the County's appellate procedures and bodies as the Town's appellate procedures and bodies for the administration and enforcement of the adopted County building codes, and the County agrees with such use.
4. The Town hereby grants jurisdiction and authorizes County personnel, as the Town's agents and building official(s), to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the Town's building codes within the Town's municipal boundaries.
5. The County hereby designates and authorizes County personnel, as the Town's agents and building official(s), to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the Town's building codes within the jurisdiction of the Town's municipal boundaries.
6. The County, by and through the applicable County Department, shall issue all required building permits, both within the county and within the Town. Projects that previously required a Town Zoning or Special Use permit shall only be permitted by the County after satisfactory proof that all required permits executed by the Town have been presented to the County Permit Office. Applicable County employees shall have no jurisdiction over zoning, water, or sewer matters within the Town's municipal boundaries.
7. The Town shall pay all fees collected within the Town pursuant to the terms and provisions of the adopted County building codes and this Agreement, as amended from time to time, to the County to defray any costs incurred by the County in the administration and enforcement of the Town's building codes.
8. The Town shall indemnify, defend, and hold the County, its employees, agents, and representatives, harmless from any and all claims for damages to person and/or property, including court costs and attorney's fees, arising out of or in any way connected with the performance of this Agreement by the County, its agents and employees. Both Parties agree to immediately notify the other Party of any civil action arising out of the operation of this Agreement.

9. The Town shall give its full and complete cooperation to the County, and provide any reasonable assistance which may be requested by the County related to the administration and enforcement of the terms and provisions of this Agreement.
10. The Parties agree that the Town has authorized and directed the use of the County's appellate procedures and bodies as the Town's appellate procedures and bodies for the administration and enforcement of the adopted County building codes, and therefore any appeal arising out of the administration and enforcement of the terms and provisions of this Agreement shall be the sole responsibility of the County, and no such appeal shall be made to or heard by the Town.
11. If any provision of this Agreement shall be held to be invalid or unenforceable, by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect and such determination shall not affect the rest and remainder of this Agreement, all of which is hereby deemed separable. In the event such invalid or unenforceable provision is considered an essential element of this Agreement, the Parties shall promptly renegotiate a replacement provision.
12. This Agreement shall become effective upon the date of execution and shall remain in effect through June 30, 2014. Thereafter, this Agreement shall be automatically renewed for successive terms of one (1) year beginning July 1 and ending June 30 of the succeeding year, unless terminated in accordance with the provisions of Paragraph thirteen (13) of this Agreement.
13. This Agreement may be terminated at any time by either of the Parties upon at least sixty (60) days written notice to the other of its intent to terminate or to withdraw its authorization for the Agreement. Such written notice may be given by either Party, and shall be deemed to have been duly given, if either Party personally delivers or mails (as of the postmark date) its intent to terminate and withdraw its authorization for the Agreement to the respective addresses stated below:

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

To the Town at: Town of West Union
 Attn: Mayor
 1442 W Main St
 West Union, SC 29696

Either of the Parties may, at any time, change the address for notices to such Party by delivering or mailing a notice at least five (5) days prior to such address change, and setting forth the changed address.

14. This Agreement shall only be modified or amended with the mutual consent and approval of the Parties in writing.
15. This Agreement contains all matters considered by the Parties and shall constitute the complete and entire agreement between the Parties and no statement or representation not contained herein shall be valid.
16. This Agreement shall be construed and enforced under the laws of the State.

WITNESS our hands and seals this ____ day of _____, 2013.

Witnesses

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman, Oconee County Council
Oconee County, South Carolina

Witnesses

TOWN OF WEST UNION, SOUTH CAROLINA

By: _____
Linda Gail Oliver, Mayor, West Union
West Union, South Carolina

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013 - 13

AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF WESTMINSTER FOR THE ADMINISTRATION AND ENFORCEMENT OF BUILDING CODES WITHIN THE CITY OF WESTMINSTER; TO AUTHORIZE OCONEE COUNTY BUILDING CODE PERSONNEL TO ADMINISTER AND ENFORCE BUILDING CODES WITHIN THE CITY OF WESTMINSTER; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through its governing body, the Oconee County Council (the “County Council”), has previously adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “County Code”), as amended, from time to time; and,

WHEREAS, pursuant to the authority established in Article VIII, Section 13 of the State Constitution, and particularly the authority established in Chapter 9 of Title 6 (the “Act”) of the Code of Laws of South Carolina, 1976, as amended (the “Code”), municipalities and counties may establish intergovernmental agreements (the “Agreement”) with other governmental entities of the State to issue permits and enforce building codes in order to provide the services required by the Code; and,

WHEREAS, pursuant to the authority established in §6-9-30 of the Act, each municipality shall appoint a building official or contract for a building official within the municipal boundaries; and,

WHEREAS, pursuant to the foregoing authorities, both the City of Westminster, South Carolina (the “City”) and the County, through authorization from their respective governing bodies, as required by the Code, desire to authorize the execution and delivery of an Agreement that: provides for the City’s adoption of the County’s building codes, as codified in Article II, entitled *Regulatory Codes*, of Chapter 6, entitled *Buildings And Building Regulations*, of the County Code, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the City’s applicable building codes and municipal law; and authorizes the creation of an agency relationship that provides authority to County building code personnel to act as the City’s agents, and building officials(s) to administer and enforce such adopted County building codes as the City’s building codes within the City’s jurisdiction and municipal boundaries. A copy of the Agreement is attached hereto as **Exhibit A**, and is hereby incorporated by reference as fully as if set forth verbatim herein; and,

WHEREAS, pursuant to the foregoing authorities and the agency relationship and statutory designation created by the execution and delivery of the attached Agreement, the

County desires to accept the City's authority for County building code personnel to act as agents and building official(s) pursuant to the Code for the City, and designate and authorize County building code personnel to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the City's building codes within the City's jurisdiction and municipal boundaries, pursuant to and in accordance with the Act:

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

1. The statements of fact and policy from the preamble of this Ordinance are hereby adopted, as findings of fact, by the County Council, in their entirety, and are hereby adopted by reference, as part of the ordaining language of this Ordinance as fully as if set forth verbatim herein.
2. The attached form of the Agreement, attached hereto as **Exhibit A**, is hereby incorporated herein as fully as if set forth verbatim herein, in the form attached to this Ordinance and presented to the County Council meeting at which this Ordinance is to be approved, and is hereby approved, for execution by the County.
3. The Chairman of County Council, upon the advice and recommendation of the County Attorney, and the County, acting by and through the Chairman of County Council, are hereby authorized to execute and deliver the attached Agreement, and to implement the Agreement, in the form approved hereby, or with such changes as do not materially adversely affect the County, upon the advice and recommendation of the County Attorney, all subject to the terms and provisions thereof.
4. The County hereby accepts the City's grant of authority and consents to creating an agency relationship through the execution of the attached Agreement, and the County hereby designates, and authorizes County building code personnel and appellate bodies to administer and enforce the terms of the attached Agreement as agents and building official(s) for the City within the City's jurisdiction and municipal boundaries.
5. 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.
6. All ordinances, orders, resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in **Exhibit A** hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior County acts, actions, or decisions of the County or the County Council, in any regard, except as explicitly and specifically stated herein.
7. All other terms, provisions, and parts of the County Code not amended hereby, directly or by implication, shall remain in full force and effect.

8. This Ordinance shall take effect and be in full force and effect from and after the third reading and the public hearing and enactment by the County Council in accordance with the County Code.

Ordained in meeting, duly assembled, this 18th day of June, 2013.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: May 7, 2013 [in title only]
Second Reading: May 21, 2013
Public Hearing: June 18, 2013
Third Reading: June 18, 2013

WHEREAS, pursuant to the foregoing authorities, the City and County mutually desire and intend to enter into an Agreement so as to create an agency relationship whereby the City designates and authorizes County personnel to act as the City's agents and building official(s) to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the City's building codes within the City's municipal boundaries; and,

WHEREAS, pursuant to the foregoing authorities and Agreement, the City desires to authorize and grant jurisdiction to County personnel, as agents and building official(s) for the City, to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the City's building codes within the City's municipal boundaries; and,

WHEREAS, pursuant to the foregoing authority and Agreement, the County desires and agrees to designate and authorize County personnel, as agents and building official(s) for the City, to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the City's building codes within the City's municipal boundaries; and,

WHEREAS, both the City and the County, through authorization from their respective governing bodies, as required by the Code, desire to authorize the execution and delivery of this Agreement for the City's adoption of the County's building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the City's building codes and municipal law; authorize and direct the use of the County's appellate procedures and bodies as the City's appellate procedures and bodies for the administration and enforcement of the adopted County building codes; and authorize County personnel to act as agents and building official(s) for the City to administer and enforce said adopted building codes within the City's jurisdiction and municipal boundaries:

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the City of Westminster and Oconee County (collectively the "Parties" or singularly the "Party") agree as follows:

1. The City hereby and by the City ordinance authorizing the execution and delivery of this Agreement, adopts the County's building codes, as codified in Article II, entitled *Regulatory Codes*, of Chapter 6, entitled *Buildings And Building Regulations*, of the County Code of Ordinances, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the City's building codes and municipal law.

2. The Parties hereby create an agency relationship through the execution of this Agreement, wherein, the City, as principal, designates and authorizes County personnel to act as agents and building official(s) for the City, and the County, as agent and building official(s), accepts the City's authorization for County personnel to act as agents and building official(s) for the City to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the City's building codes and municipal law within the City's municipal boundaries.
3. The City hereby authorizes and directs the use of the County's appellate procedures and bodies as the City's appellate procedures and bodies for the administration and enforcement of the adopted County building codes, and the County agrees with such use.
4. The City hereby grants jurisdiction and authorizes County personnel, as the City's agents and building official(s), to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the City's building codes within the City's municipal boundaries.
5. The County hereby designates and authorizes County personnel, as the City's agents and building official(s), to administer and enforce the adopted County building codes, as amended from time to time, and as approved by the South Carolina Building Codes Council or other applicable authority, as the City's building codes within the jurisdiction of the City's municipal boundaries.
6. The County, by and through the applicable County Department, shall issue all required building permits, both within the county and within the City. Projects that previously required a City Zoning or Special Use permit shall only be permitted by the County after satisfactory proof that all required permits executed by the City have been presented to the County Permit Office. Applicable County employees shall have no jurisdiction over zoning, water, or sewer matters within the City's municipal boundaries.
7. The City shall pay all fees collected within the City pursuant to the terms and provisions of the adopted County building codes and this Agreement, as amended from time to time, to the County to defray any costs incurred by the County in the administration and enforcement of the City's building codes.
8. The City shall indemnify, defend, and hold the County, its employees, agents, and representatives, harmless from any and all claims for damages to person and/or property, including court costs and attorney's fees, arising out of or in any way connected with the performance of this Agreement by the County, its agents and employees. Both Parties agree to immediately notify the other Party of any civil action arising out of the operation of this Agreement.

9. The City shall give its full and complete cooperation to the County, and provide any reasonable assistance which may be requested by the County related to the administration and enforcement of the terms and provisions of this Agreement.
10. The Parties agree that the City has authorized and directed the use of the County's appellate procedures and bodies as the City's appellate procedures and bodies for the administration and enforcement of the adopted County building codes, and therefore any appeal arising out of the administration and enforcement of the terms and provisions of this Agreement shall be the sole responsibility of the County, and no such appeal shall be made to or heard by the City.
11. If any provision of this Agreement shall be held to be invalid or unenforceable, by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect and such determination shall not affect the rest and remainder of this Agreement, all of which is hereby deemed separable. In the event such invalid or unenforceable provision is considered an essential element of this Agreement, the Parties shall promptly renegotiate a replacement provision.
12. This Agreement shall become effective upon the date of execution and shall remain in effect through June 30, 2014. Thereafter, this Agreement shall be automatically renewed for successive terms of one (1) year beginning July 1 and ending June 30 of the succeeding year, unless terminated in accordance with the provisions of Paragraph thirteen (13) of this Agreement.
13. This Agreement may be terminated at any time by either of the Parties upon at least sixty (60) days written notice to the other of its intent to terminate or to withdraw its authorization for the Agreement. Such written notice may be given by either Party, and shall be deemed to have been duly given, if either Party personally delivers or mails (as of the postmark date) its intent to terminate and withdraw its authorization for the Agreement to the respective addresses stated below:

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

To the City at: City of Westminster
 Attn: Mayor
 PO BOX 399
 Westminster, SC 29693

Either of the Parties may, at any time, change the address for notices to such Party by delivering or mailing a notice at least five (5) days prior to such address change, and setting forth the changed address.

14. This Agreement shall only be modified or amended with the mutual consent and approval of the Parties in writing.
15. This Agreement contains all matters considered by the Parties and shall constitute the complete and entire agreement between the Parties and no statement or representation not contained herein shall be valid.
16. This Agreement shall be construed and enforced under the laws of the State.

WITNESS our hands and seals this ____ day of _____, 2013.

Witnesses

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Joel Thrift, Chairman, Oconee County Council
Oconee County, South Carolina

Witnesses

CITY OF WESTMINSTER, SOUTH CAROLINA

By: _____
Rick McCormick, Mayor, City of Westminster
Westminster, South Carolina

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013-15**

**AN ORDINANCE AUTHORIZING THE GRANT OF
EASEMENTS AND EXECUTION AND DELIVERY OF
CERTAIN EASEMENT AGREEMENTS AFFECTING
CERTAIN REAL PROPERTY OWNED BY OCONEE
COUNTY; AND OTHER MATTERS RELATED
THERETO.**

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of that certain piece, parcel or tract of land situate in Oconee County ("County Property"), consisting of approximately __ acres, and being more fully shown and designated on survey of _____ entitled _____ dated _____, 2013 ("Survey"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, Central Electric Power Cooperative, Inc. ("Central Electric") wishes to acquire from the County, and the County wishes to grant to Central Electric, certain perpetual easement rights for, generally and without limitation, the construction, maintenance, alteration and replacement of one or more eclectic lines, for overhead or underground electric transmission, distribution and communication lines over, across, under and through certain portions of the County Property (the "Easements"); and

WHEREAS, the form, terms and provisions of the easement agreements now before the Oconee County Council ("County Council"), a copy of which are attached hereto as Exhibit B ("Easement Agreements"), are acceptable to the County Council for the purpose of giving effect to the Easements; and

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

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

1. Council hereby approves the Easements, subject to and in conformity with the provisions of the Easement Agreements.
2. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Easement Agreements on behalf of the County in substantially the form attached as Exhibit B hereto, or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel, such Administrator's approval to be deemed given by his execution of the Easement Agreements.
3. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the Easements in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.

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

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

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

ORDAINED in meeting, duly assembled, this 18th day of June, 2013.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: May 7, 2013
Second Reading: June 4, 2013
Third Reading: June 18, 2013
Public Hearing: June 18, 2013

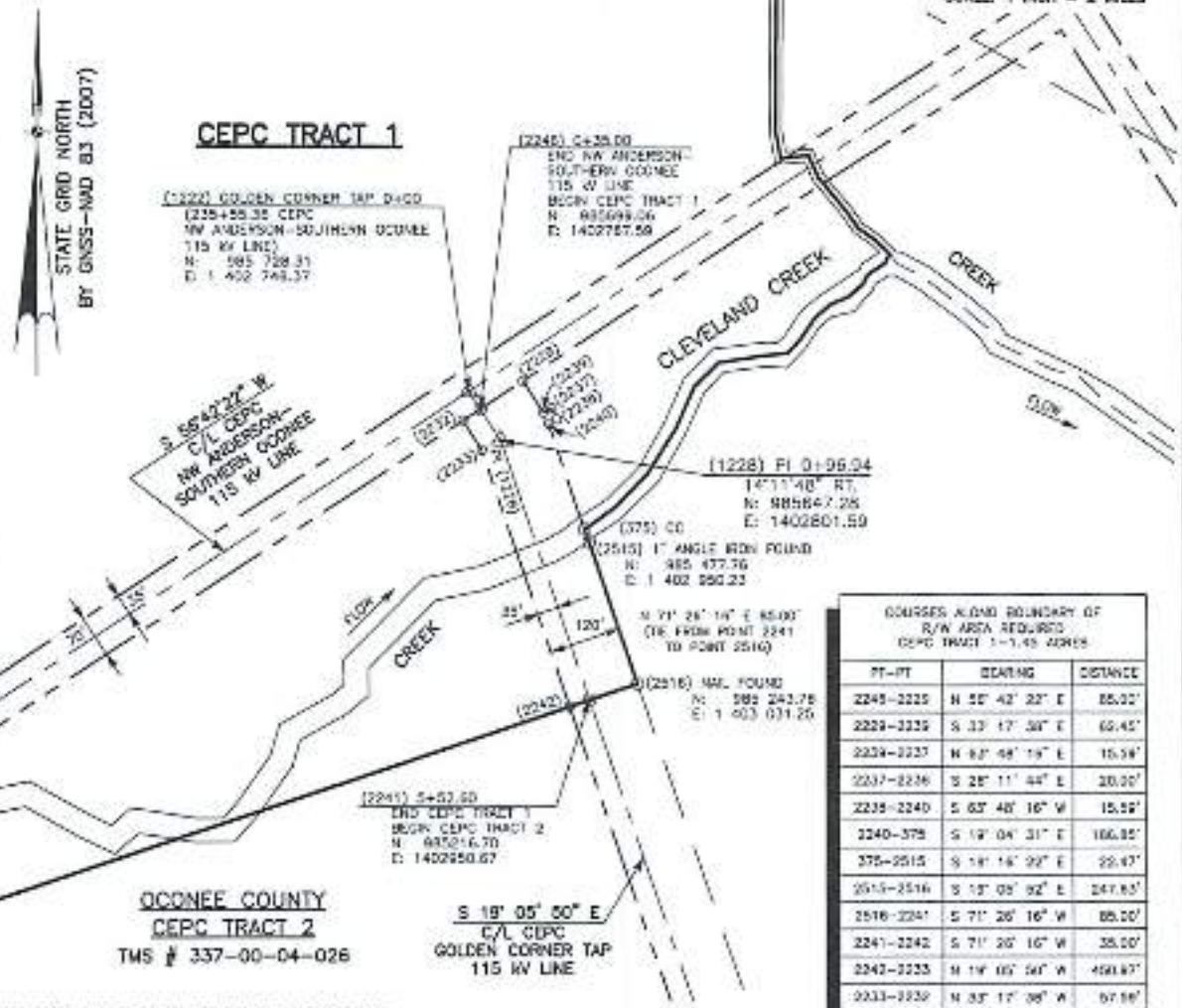
Exhibit A

Survey of County Property

[see attached]

AREA REQUIRED FOR PROPOSED
VARIABLE WIDTH ELECTRIC TRANSMISSION
LINE R/W ON CEPC TRACT 1
STA. 0+35.00 TO STA. 5+52.60
R/W AREA REQUIRED
1.45 ACRES

COUNTY: OCONEE
TMS # 337-00-01-011
DEED: BOOK 1435 PAGE 111
PLAT: BOOK 445 PAGE 6



COURSES ALONG BOUNDARY OF
R/W AREA REQUIRED
CEPC TRACT 1-1.45 ACRES

PT-PT	BEARING	DISTANCE
2245-2225	N 50° 42' 22" E	85.02'
2225-2239	S 33° 17' 30" E	60.45'
2239-2237	N 62° 48' 19" E	15.54'
2237-2236	S 25° 11' 44" E	20.00'
2236-2240	S 63° 40' 16" W	15.52'
2240-375	S 12° 04' 31" E	186.85'
375-2515	S 14° 14' 22" E	25.47'
2515-2516	S 13° 05' 32" E	247.85'
2516-2241	S 71° 20' 16" W	85.00'
2241-2242	S 71° 20' 16" W	35.00'
2242-2233	N 19° 05' 54" W	458.87'
2233-2239	N 33° 17' 30" W	67.86'
2232-2246	N 50° 42' 22" E	35.00'

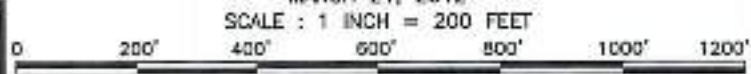
NOTE: PROPERTY LINES DEPICTED ON THIS DEED DERIVED FROM DEEDS AND PLATS OF RECORD WITH REFERENCE TO AVAILABLE PROPERTY OWNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS IS NOT TO BE A PRELIMINARY SURVEY. ALL PROPERTY AND LOCATIONS SUBJECT TO FINAL BOUNDARY SURVEY OF THE SURVEYED PARCEL. ALL DISTANCES SHOWN ARE S.C. STATE GRID SCALE (CONVERTED REDUCTION FACTOR).



SURVEYOR'S SEAL
**PRELIMINARY
MARCH 27, 2013**



MAP OF PROPOSED TRANSMISSION R/W
PREPARED FOR
CENTRAL ELECTRIC POWER COOPERATIVE, INC.
U-56 GOLDEN CORNER TAP 115 KV LINE
CROSSING PROPERTY OF
CEPC TRACT 1-OCONEE COUNTY
LOCATED 0.8 MILE NORTHWEST OF FAIR PLAY
OCONEE COUNTY, SOUTH CAROLINA
MARCH 21, 2012



SURVEYED BY **GLENN ASSOCIATES SURVEYING, INC.**
P.O. BOX 12 JENKINSVILLE, S.C. 29065 telephone (803) 345-5297

MICHAEL R. MILLS ; S.C.P.L.S. # 11608

I HEREBY CERTIFY THAT THE COURSES ALONG THE CENTERLINE SURVEY OF THE TRANSMISSION LINE R/W SHOWN ON THIS PLAT IS NO LESS THAN 1:10,000 AND THAT THE PROPERTY LINE TIES ARE BASED ON THE CENTERLINE SURVEY MADE FROM ACTUAL FIELD SURVEYS.
DRAWN BY JOE W. RAMSEY

Exhibit B

Easement Agreement

[see attached]

THE STATE OF SOUTH CAROLINA) TMS # 332-00-01-011
) U-56 GOLDEN CORNER TAP
) EASEMENT # 046
COUNTY OF OCONEE) TRACT # 1

The undersigned Grantor, Oconee County, in consideration of the payment hereinafter agreed upon hereby grants to the Central Electric Power Cooperative, Inc., (hereinafter called the Grantee), its successors and assigns, a perpetual easement for the construction, maintenance, alteration and replacement of an electric line or lines, for overhead or underground electric transmission, distribution and communication (for Grantee's internal use only) lines, consisting of supporting structures, overhead and underground connectors, manholes, conduits and lightning protective wire, towers, poles, anchors and necessary fixtures and wires attached thereto, counterpoise underground wires, and all structures and appliances necessary or convenient in connection therewith, together with all rights and privileges incident to the use and enjoyment thereof, the right to install, maintain and use anchors and guy wires on land adjacent to the right-of-way herein granted, the right of ingress and egress to and along the said line and the right to clear and keep clear all brush, timber and tree tops along the right-of-way which might endanger any of the works thereon, over and upon a portion of that certain tract situated in Oconee County, South Carolina, now or formerly bounded and more fully described as follows:

North : Oconee County
East : Thelma Lois Ogden; Crawford M. Cross; Larry A. Maret, et al: Thomas O. Boykin, III
South: Oconee County
West : Highway 59

and containing approximately 110.16 acres 0.8 miles northwest from Fair Play, South Carolina.

The easement granted herein contains 1.45 acres and is more clearly shown on the attached "Exhibit A" which is hereby incorporated by reference and made a part of this easement.

This being the same property conveyed to Grantor as evidenced by the deed of A. P. Reidhead, recorded in the Office of the Register of Deeds for Oconee County on August 2, 2005 in Deed Book 1436 at Page 111.

It is agreed that as a lump sum consideration for said easement and right of construction with all rights incident thereto, the Grantee will pay to the Grantor the sum of _____ Dollars (\$ _____).

The lump sum consideration herein mentioned is the entire consideration to be paid for the rights granted.

Payments provided for by this instrument may be made by check mailed to the Grantor at 415 S. Pine Street, Walhalla, S. C. 29691-2415.

The Grantee shall have the right to clear and keep clear the timber, pulpwood, brush and tree tops within the easement area as well as all danger trees at a greater distance which would injure the transmission line in falling. All trees cut shall become the property of the Grantee and except as directed by a local, state and/or federal agency shall be removed from the right-of-way. For danger trees cut after the initial clearing, the Grantee will pay to the owner of said tract the fair market value of such danger trees at the time of cutting as determined by a registered professional forester. The Grantee shall have the right of entry upon Grantor's said lands for all of the purposes aforesaid. Any damage to the property of Grantor (other than to property cleared or removed as hereinbefore provided) caused by the Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee. No buildings or structures shall be placed within the easement area, nor shall any other encroachments which interfere with the operation or maintenance of the transmission line be permitted.

The undersigned agrees that all poles, wires and other facilities, installed on the above described lands at the Grantee's expense, shall remain the property of the Grantee, removable at the option of the Grantee.

The Grantor further represents and warrants that the property described in this easement is free from all liens and encumbrances including mortgages, timber deeds, mineral deeds, and tax liens, and in the event that any such liens and encumbrances do exist, the Grantor hereby grants to the Grantee, its successors and assigns, the right at its discretion to pay all or any portion of the consideration for this agreement to the owners and holders of any liens on the property, including tax liens, if any such liens be outstanding. Such payments to lien holders shall be part of the consideration for this agreement to the same effect as if made directly to the Grantor.

This agreement shall extend to the parties, their heirs, executors, administrators, successors and assigns.

TO HAVE AND TO HOLD, all and singular the rights, privileges and easements aforesaid unto the said Central Electric Power Cooperative, Inc., its successors and assigns, forever. And Oconee County does hereby bind itself and its heirs, executors, administrators (successors and assigns) to warrant and forever defend all and singular the said rights, privileges and easements unto the said Central Electric Power Cooperative, Inc., its successors and assigns against Oconee County and its heirs and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, it hereunto set its hand(s) and Seal(s), this _____ day of

_____, _____.

WITNESS

Oconee County

BY: _____ (L.S.)

ITS: _____

THE STATE OF SOUTH CAROLINA)
COUNTY OF _____)

ACKNOWLEDGMENT
(Pursuant to S.C. Code Section 30-5-3- (c))

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

SWORN to before me this _____ day
of _____, 20 _____.

Notary Public for South Carolina

My Commission Expires

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2013-16**

AN ORDINANCE TO AMEND CHAPTER 26 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO THE AMENDMENT OF SECTION 26-2 – PRIVATE ROAD STANDARDS AND REGULATIONS, THE AMENDMENT OF SECTION 26-7(E) *ENCROACHMENTS*., AND THE ESTABLISHMENT OF FUNDING AND FEES POLICY RELATING TO ENCROACHMENT POLICIES OF OCONEE COUNTY; AND OTHER MATTERS RELATED 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 Section 4-9-30, South Carolina Code, 1976, as amended (the “Code”), among other sources, to provide for a system of public works, including roads and bridges, of the County, and to assess property and levy ad valorem property taxes and uniform service charges for functions and operations to the County, including, but not limited to, appropriations for such general public works, including roads; and,

WHEREAS, Oconee County Council has heretofore, by and through Chapter 26 (“Roads and Bridges”) of the Oconee County Code of Ordinances (the “County Code”), provided for certain policies, procedures, fees, and other funding pertaining to the roads and bridges portion of the public works program of Oconee County; and,

WHEREAS, Oconee County Council deems it necessary and proper to amend certain sections of the Oconee County Code of Ordinances from time to time to modify County policies and procedures to comport with changed and changing needs, or simply to reflect existing practical applications of policies and procedures; and,

WHEREAS, it has come to the attention of Oconee County Council that certain revisions need to be made in Chapter 26 of the County Code, to meet the needs of the County as to the safety of the public utilizing Oconee County roads and bridges, to assure that the necessary provision of Oconee County roads and bridges, including the regulation of private roads, encroachment, and construction, provide for the proper health and safety of the Oconee County public, are funded by those benefitting from such roads, encroachment, or inspection, and are consistent with other Oconee County policies and procedures, already codified; and,

WHEREAS, the County Engineer and the Roads and Bridges Department of the County have recommended several changes to Chapter 26 of the Oconee County Code of Ordinances, so as to: amend the private road construction and inspection procedures; to remove the County from all involvement with private roads except that necessitated, tangentially, through other County involvement, such as the regulation of subdivisions, and establish policies for the County to limit its involvement with and in private roads; revise the Oconee County encroachment permit policy and procedures, including, without limitation, by adopting and approving encroachment policies to be followed by the County, and a fees schedule to pay for the encroachment program of the County; and, provide for the funding for such policies and

procedures. Oconee County Council has reviewed the needs, in each instance, has determined that such needs are legitimate and serve the public purposes and best interests of Oconee County, and has determined to modify the respective sections of Chapter 26 of the Oconee County Code of Ordinances as requested, and to affirm and preserve all other provisions 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. The foregoing findings of fact, recommendations, and conclusions are hereby adopted, as findings of fact, supporting this ordinance, in their entirety.

2. Chapter 26 of the Oconee County Code of Ordinances is hereby modified and amended as follows, and in the following details, only:

A. Section 26-2 of the County Code is hereby amended to read as follows:

Sec. 26-2. - Private road standards and regulations.

OCONEE COUNTY SHALL HAVE NO RESPONSIBILITY FOR NOR CONTROL OF THE DESIGN, ENGINEERING, CONSTRUCTION, INSPECTION OR MAINTENANCE OF PRIVATE DRIVEWAYS, DRIVES AND ROADS IN OCONEE COUNTY AND SHALL ONLY BE INVOLVED WITH PRIVATE DRIVEWAYS, DRIVES AND ROADS TO ENFORCE THESE REGULATIONS AND TO THE EXTENT REQUIRED FOR THE COUNTY TO CARRY OUT ITS OTHER DUTIES AND FUNCTIONS, SUCH AS APPROVING THE SUBDIVISION OF PROPERTY.

- (a) Private driveways. Private driveways shall serve no more than three residential dwellings, and shall be maintained by the property owner(s). No design standards shall apply to private driveways, but driveways must comply with applicable building and fire codes.
- (b) Private drives. All private drives existing and in use at the time of adoption of these regulations, as well as those private drives under construction prior to the time of adoption, shall be exempted from the standards contained in this section. This exemption shall also extend to those private drives approved by the planning department prior to the time of adoption. All other private drives shall:
 - (1) Serve no more than ten lots or dwellings;
 - (2) Have a minimum road right-of-way of 50 feet, or an appropriately executed private roadway easement as defined by these regulations;
 - (3) Have an appropriate encroachment permit from either the county or the South Carolina Department of Transportation;
 - (4) Have a minimum driving surface width of 20 feet constructed of no less than five inches of compacted crushed stone or gravel base; a minimum height clearance of 13½ feet; and appropriate documentation from a professional engineer licensed by the State of South Carolina certifying the maximum weight limit of any bridge or culvert located along the drive. All bridges and any culvert over which a private drive crosses a perennial stream must include appropriate signage (located at each end of the bridge) displaying the structure's weight limits;

- (5) Be maintained by an individual, association of property owners, or commonly held by the property owners fronting the private drive;
 - (6) Comply with all current fire regulations and codes;
 - (7) Shall serve no more than ten dwellings, and shall connect to another road, either public or private, on one end only. In the event proposed construction and/or development will result in an existing private drive serving 11 or more dwellings, the existing drive shall be upgraded so as to meet the standards put forth in these regulations for private roads;
 - (8) Parcel boundaries may extend to centerline of the road, with the appropriate road right-of-way shown on all plats and deeds;
 - (9) Be named in accordance with adopted E-911 Addressing regulations and procedures;
 - (10) Allow at least 100 feet of sight distance for each ten miles per hour of the posted speed limit where the private drive intersects a public road. The sight distance shall be measured from a seeing height of 3½, offset 15 feet from edge of road, to an object 4¼ feet in height above the grade of the public road, as stated in SCDOT's 1996 Access and Roadside Management Manual. If the proposed drive does not meet the sight distance requirement, a waiver must be signed by the individual(s) constructing the private drive stating that the property owner(s) is liable and responsible for any accidents, injuries, problems, and property damage resulting from improper sight distance;
 - (11) Meet all applicable stormwater management and sediment control regulations;
 - (12) Be approved in writing by planning commission or designated staff prior to submission of plat(s) to the Register of Deeds for recording. The following shall be prominently printed on the plat(s):

"THE ROAD RIGHT-OF-WAY SHOWN ON THIS PLAT SHALL BE PRIVATE DRIVES NOT OWNED, MAINTAINED OR SUPERVISED BY OCONEE COUNTY, AND WERE NOT CONSTRUCTED PURSUANT TO ANY PLAN FOR FUTURE ACCEPTANCE BY OCONEE COUNTY. ROAD RIGHT-OF-WAYS SHOWN UPON THE PLAT SHALL NOT BE ACCEPTED FOR MAINTENANCE BY OCONEE COUNTY AT ANY TIME IN THE FUTURE UNLESS CONSTRUCTED IN ACCORDANCE WITH ALL ADOPTED OCONEE COUNTY REGULATIONS. MAINTENANCE OF THE RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF _____."
 - (13) Signage shall comply with the manual for uniform traffic control devices.
- (c) Private roads. Private roads shall provide vehicular access and road frontage to developments, or sections of developments, containing more than ten dwellings. All private, nondedicated roads shall be prominently indicated as such on plats prior to subdivision approval. Maintenance arrangements for such roads must be noted in writing on subdivision plat submittals and must be subsequently recorded. The development served by a private road shall have direct access into a public road, and no such private road shall be laid out so as to serve property outside the development. All private roads shall:
- (1) Serve a minimum of 11 lots;
 - (2) Have a minimum road right-of-way width of 50 feet;

- (3) Be designed in accordance with the regulations set forth in Section 26-3(e) of these regulations;
- (4) Be constructed in accordance with the regulations set forth in section 26-3(f) of these regulations;
- (5) Be maintained by an association of property owners or the developer and be designated on all plats and recorded in appropriate deed covenants and restrictions, or an appropriately executed private roadway easement as defined by these regulations;
- (6) Parcel boundaries may extend to the centerline of the road, with the appropriate right-of-way designated on all plats and deeds;
- (7) Be legally certified for compliance by a surveyor/engineer licensed by the State of South Carolina;
- (8) Be named in accordance with adopted E-911 Addressing regulations;
- (9) Meet all stormwater management and sediment control regulations;
- (10) Be properly approved in writing by planning director prior to submission of plat(s) to the Register of Deeds for recording. The following shall be prominently printed on the plat(s):
"THE ROAD RIGHT-OF-WAY SHOWN ON THIS PLAT SHALL BE PRIVATE ROADS, NOT OWNED, MAINTAINED OR SUPERVISED BY OCONEE COUNTY AND NOT CONSTRUCTED PURSUANT TO ANY PLAN FOR FUTURE ACCEPTANCE BY OCONEE COUNTY. ROAD RIGHT-OF-WAY SHOWN UPON THE PLAT SHALL NOT BE ACCEPTED FOR MAINTENANCE BY OCONEE COUNTY AT ANY TIME IN THE FUTURE UNLESS CONSTRUCTED IN ACCORDANCE WITH ALL OCONEE COUNTY REGULATIONS. MAINTENANCE OF THE RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF THE _____."
- (11) Have installed signs that control the traffic flow in a safe manner as specified by standards in the Manual for Uniform Traffic Control Devices.

With the exception of the requirements put forth in this section, all private roads shall meet the requirements for all public roads as defined by this article.

B. Section 26-7(e) of the County Code is hereby amended to read as follows:

(e) *Encroachment.*

(1) All persons desiring to excavate within, encroach upon, or in any way alter a county maintained road and/or right-of-way, shall notify the county engineer and submit to the county road department an application for an encroachment permit, together with the required fees and security as determined and established periodically by county council. Notice will be given by the applicant to the County at least 48 hours prior to initiating such work, and only after receiving an approved permit from the county. A schedule of required fees and securities shall be available for review from the county road department. No person may excavate within, encroach upon, or in any way alter a county maintained road or right-of-way without the written approval, in advance, by approved permit, of the county engineer. In determining whether to approve any

such request, and issue a permit, the county engineer will consider all factors, including the needs of the applicant, as well as the needs of the county, including, without limitation, good engineering standards, the need to maintain county rights-of-way and keep them open, the convenience of the traveling public, the applicant's compliance with previous permits, including temporary permits, and policies of the County, and other similar professional considerations, including, without limitation, the provisions of the encroachment permit policy (Encroachment Permit Policy) which is maintained by the Oconee County Road and Bridges Department and approved by County Council from time to time and is included herein by reference. The county engineer may impose restrictions on any granted approval and permit under this section, consistent with such professional considerations; including, without limitation, up to and including temporary suspension or permanent revocation of such permit, for failure to comply with the permit terms or these policies.

Oconee County Council shall, from time to time, approve the County's Encroachment Permit Policy, including, without limitation, the policy itself, as well as the Encroachment Permit Application Form, and the schedule of fees for the application of the policy. The initial Encroachment Permit Policy, Encroachment Permit Application Form, and Fee Schedule are attached as exhibits to this Ordinance, and are hereby approved. The County, acting by and through the County Council, may revise the policy, application form, or fees, as it desires, in the future by simple resolution of County Council, and may include the fees schedule in the schedule of departmental fees that is contained in a proviso in the annual County Budget Ordinance.

(2) Upon completing the permitted activity, the applicant shall restore the county maintained road and/or right-of-way to its original condition (except for any permanent alteration approved by county permit, and through a county-granted right-of-way or easement), insuring that all repairs conform to the requirements contained in the SCDOT standard specifications for highway construction and the Encroachment Permit Policy. Eighteen months after the permitted activity is satisfactorily completed, the security shall be returned to the applicant provided the county engineer, upon final inspection, approves the repair. If the county engineer deems the repair to be unacceptable, the security shall be retained by the county and used to properly repair and restore the road and/or right-of-way to its original condition. Once the road and/or right-of-way has been properly repaired, any excess security will be returned to the applicant, it being understood that, in one form or another, all costs of encroachment upon, or any alteration of a county maintained road or right-of-way shall be borne by the applicant.

(3) Driveway aprons and mailbox turnouts abutting county maintained roads are encroachments, subject to the provisions of this section, and will be the responsibility of the property owner, as to

construction and maintenance, subject to the provisions of Section 26-7(b), and subject to the caveat that if the county constructs or manages a road project, driveway aprons and mailbox turnouts may be part of the project, subject to the terms of such Section 26-7(b).

(4) Violation of the Encroachment Permit Policy is a violation of this Code and is punishable by civil fine of \$500/day/violation. Each and every day of a continuing violation shall be deemed a new and separate offense. Failure to pay any civil fine levied hereunder shall constitute a violation of this Code and shall be punished in accordance with Section 1-7, hereof.

3. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect.

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

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

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

ORDAINED in meeting, duly assembled, this ____ day of _____, 2013.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: June 4, 2013
Second Reading: June 18, 2013
Public Hearing:
Third Reading:

OCONEE COUNTY ROADS AND BRIDGES DEPARTMENT ENCROACHMENT PERMIT POLICY

I. GENERALLY

1.1 It shall be unlawful for any utility, business, entity or individual to excavate within, encroach upon, or in any other way alter a County-maintained road, easement or right-of-way, except in accordance with Oconee County Code of Ordinances Section 26-7 (the "Section") and these policies.

1.2 Any utility, business, entity or individual desiring to excavate within, encroach upon, or in any other way alter a County-maintained road, easement or right-of-way shall notify the Oconee County Roads and Bridges Department – Engineering Department ("Engineering Department") of the proposed activity by submitting an application for an Encroachment Permit ("Permit"). A Permit ensures that all activities will be performed in accordance with applicable design and construction standards, that anyone working within the County maintained road, easement or right-of-way shall have sufficient insurance necessary to safeguard the public interest, that facilities will be properly located within the right-of-way to prevent obstruction of and damage to existing facilities and public and private property, and that any activity will be performed in accordance with applicable Federal, State and local law and these policies.

1.3 A copy of an issued Permit shall be maintained by the applicant/permittee and kept at the work site at all times during the permitted activity, except for Annual Blanket Permit holders, which are only required to notify the Engineering Department of work recently performed. Failure to obtain a Permit or failure to comply with the terms of a Permit shall result in a civil penalty of \$500/day. Failure to comply with and honor a civil penalty shall constitute a violation of the Code and shall be punishable pursuant to Section 1-7 of this Code. Upon issuance of a civil penalty, all activity at the work site must immediately stop until the penalty has been paid in full and a Permit has been issued, or the applicant/permittee complies with the terms of the existing Permit. Failure to stop the activity at the work site after issuance of a civil penalty constitutes a separate offense under the Code.

1.4 If a bond is required by the Code or hereunder, a surety bond, cash bond, or Irrevocable Letter of Credit from an accredited lending institution must be posted with Oconee County prior to issuance of the permit and will be held for a period of 18 months after all repairs or excavation have been completed. The cash/bond is refundable after such 18 months period, upon a final inspection to ensure work is completed to the satisfaction of the county.

II. ENCROACHMENT PERMITS ("PERMITS")

2.1 Permits must be obtained at least forty-eight (48) hours prior to initiating any activity within any County-maintained road, easement or right-of-way. Permit application forms and a schedule of required fees and security, as amended periodically by County Council, shall be available for review upon request from the Oconee County Roads and Bridges Engineering Department, located at 15022 Wells Highway, Seneca SC (864-886-1072). The initial permit application forms and schedule of fees, as approved by County Council, is attached hereto, and hereby incorporated herein by reference.

2.2 The applicant/permittee should be familiar with the proposed activity within the County-maintained road, right-of-way, or easement, or secure the assistance of a qualified contractor to represent the applicant/permittee, and should be prepared to discuss the proposed activity with the Engineering Department at the time of application. The applicant/permittee shall be required to submit a sketch or drawing with each Permit application. Depending upon the complexity of the proposed activity, in the sole determination of the County engineer, three sets of detailed engineering plans may be required to provide sufficient information regarding the horizontal and vertical placement of the proposed facilities, such as the area of placement, proximity to existing facilities, safety measures needed to safeguard the public, and methods of protection of public and private facilities from damage during and after construction.

2.3 Except as noted below, licensed, insured, and bonded contractors or utility companies shall be required to perform all activities within the County-maintained road, right-of-way, or easement. The issuance of Permits to individuals shall be restricted to situations where the nature of the encroachment is such that a licensed, insured, and bonded contractor is not required to ensure and protect the integrity of the roadway and the safety of the public, and to situations involving the installation of driveways (where the use of licensed, insured, and bonded contractors may be required, but the Permit will nevertheless be issued to individual

owners of property involved). However, permits shall not be issued to individuals without the use of a licensed, insured, and bonded contractor if the proposed activity requires compaction of fill, erosion protection measures, or other activities that would place at risk the integrity and stability of the County-maintained road right-of-way, in any event.

2.4 A contractor or utility company acting as an authorized agent for an applicant/permittee may secure a Permit, upon sufficient proof of such Agency, or authority. However, by signing the application, the agent as well as the applicant/permittee accepts all responsibility for all activity associated with the Permit and both must sign the application.

2.5 Permits shall be valid for a period of time not to exceed ninety (90) days from the date of issuance, unless pre-approved for a longer period of time by the Engineering Department. A Permit may be extended for an additional reasonable period of time, upon good cause shown, as determined by the Engineering Department. Applicants/Permittees or their agents working under an expired Permit shall be subject to the same penalties as an individual or entity working without or failing to comply with the terms of a Permit.

2.6 The applicant/permittee ("applicant" becomes "permittee" upon approval of permit), or any agent or employee of the applicant/permittee, shall obtain all necessary information related to the existence and location of all existing surface and underground facilities. To the fullest extent of the law, the applicant/permittee shall hold harmless and indemnify the County, its successors and assigns, officers, council members, agents and employees from and against any and all claims, losses, expenses (including reasonable attorney's fees), demands or judgments which result from or arise out of damage to other facilities and/or adjacent private property while working in the County-maintained road, right-of-way, or easement.

2.7 Upon completion of the permitted activity, the applicant/permittee shall restore the County maintained road, right-of-way, or easement to its original condition, pre-construction, ensuring that all repairs conform to the requirements contained in the current edition of the SCDOT Standard Specifications for Highway Construction Manual, the permit, these policies, and the Code. Eighteen months after completion of the permitted activity, security funds held by the County, if any, shall be returned to the applicant/permittee, provided the County Engineer or County Inspector, upon final inspection, approves the repair. If the County Engineer deems the repair to be unacceptable, the County Engineer or County Inspector shall notify the applicant/permittee of the unacceptable nature of the repair and provide the applicant thirty (30) days to correct such deficiency before permanently retaining the security to properly repair and restore the County-maintained road, right-of-way, or easement to its original condition. Once the County-maintained road, right-of-way, or easement has been properly repaired, excess security funds held by the County, if any, shall be returned to the applicant/permittee. The Engineering Department reserves the right to correct or have problems corrected in the case of any encroachment on a county road, easement, or right-of-way, and charge all associated costs (including but not limited to labor, materials, equipment, supervisory, and administrative) to the applicant/permittee or its security deposit.

2.8 The Engineering Department may refuse to issue a Permit if any monies are due and outstanding from the applicant/permittee or for inadequate past performance on the part of that applicant/permittee that was not corrected after notice from the County.

2.9 For Homeowner or Commercial driveway, or Driveway Culverts and Aprons abutting any County road, right-of-way, or easement, any driveway must have an approved encroachment permit from the county before any work takes place. There is an inspection fee that is for one pre-work inspection and one final inspection. If the owner has not properly identified the location at the time of the first inspection, there will be an additional fee for a return pre-work inspection. All driveway aprons along county maintained roads, installed by Oconee County, shall be billed to the owner at 2.5 times the cost of the materials, in accordance with the Code. Any relocation of utilities, landscaping or other appurtenances shall be the responsibility of the property owner and the respective utility company.

2.10 All fees hereunder are to be paid at the Oconee County Roads and Bridges Department, 15022 Wells Highway, Seneca SC 29678. Phone 864-886-1072

III. MISCELLANEOUS

3.1 All permitted activity in the County-maintained road, right-of-way, or easement shall be performed in accordance with appropriate Federal, State, and local standards, the permit, these policies, and the Code.

3.2 All permitted activity hereunder shall be performed to the satisfaction of the County Engineer or County Inspector or designee. Permits may not be issued or shall be revoked for activity that is not performed in

accordance with sound engineering and construction principles or otherwise in compliance with law, all as determined by the Engineering Department.

3.3 Except in emergency circumstances, all activity in the public roads, right-of-way, or easements shall be performed during daylight hours, sunrise to sunset, unless otherwise specified in the Permit.

3.4 Except in the event of an emergency, the Engineering Department shall be notified at least forty-eight (48) hours in advance of the start of the activity. Should the County Engineer or County Inspector find work in progress prior to notification by the applicant/permittee and/or the Permit is not posted onsite during construction, work will be stopped until all permit and regulatory requirements have been met.

3.5 As required by law the applicant/permittee must contact the Palmetto Utility Protection Service (PUPS) at 1-888-721-7877 at least three (3) business days before any type of excavation activity commences. The PUPS number must be noted on the Permit.

3.6 All activities within the County-maintained road, right-of-way, or easement shall be conducted in a manner that causes minimal inconvenience to adjacent property owners and the traveling public. Reasonable access to driveways, houses, and buildings adjacent to the site shall be maintained at all times unless previously arranged in writing with the affected party. Any temporary approaches to crossings or intersecting highways shall be pre-approved by the Engineering Department and kept in good condition. All business establishments or homes within 300 feet of the site shall be notified by applicant/permittee or agent at least twenty-four (24) hours in advance of any activity and shall have access during construction at all times. Any trees, shrubbery, or landscaping damaged by the applicant/permittee during the activity shall be replaced as directed by the County Engineer or County Inspector if owned by the County or by the owner if on private property.

3.7 No debris, spoils, or stockpiling of materials shall be allowed unless specifically authorized in a Permit. Under no circumstances shall material stockpiles be left in the street or on shoulders of the County-maintained road, right-of-way, or easement overnight.

3.8 Excavations shall be limited to a maximum of one thousand linear feet (1000') of open trench before backfill operations must begin. If any excavation cannot be backfilled immediately, the applicant/permittee shall securely and adequately cover the excavation and maintain proper barricades, and lights as required, from the time of the opening of the excavation until the excavation is surfaced and opened for travel. The County Engineer or County Inspector may require additional barricading to maintain public safety.

3.9 All concrete forms shall be inspected for consistency with the applicable permit and these regulations by the County Engineer or County Inspector twenty-four (24) hours prior to pouring.

3.10 Traffic controls within any Permit site shall conform to the Manual of Uniform Traffic Control Devices (MUTCD), Latest Edition.

3.11 If it should ever become necessary to move or relocate a facility permitted hereunder, or any part thereof, on account of change in location of the roadway, widening of the roadway, or for any other sufficient reason, such moving or relocation shall be done, on reasonable demand of the Engineering Department, at the sole expense of the owner of the facility. If and when the facility contemplated herein shall be moved or relocated, either on the reasonable demand of the Engineering Department or at the option of the owner, all work in connection with the construction, maintenance, moving or relocation of the facility contemplated herein shall be done by and at the expense of the owner, and the roadway and facilities shall be restored to their original condition at the expense of the owner. An additional encroachment permit shall be required for any relocation of such facilities, but the County Engineer may waive otherwise applicable fees if such relocation is at County request.

3.12 If significant damage to the asphalt surface of a County-maintained public road occurs or is anticipated to occur as a result of a permitted activity, the County Engineer or County Inspector has the right, as a condition of the Permit, to require the applicant/permittee to resurface, not spot repair the entire affected road surface within or adjacent to the permitted site. A separate bond in the amount of 125 percent (125%) of the contract cost of resurfacing shall be posted prior to construction.

3.13 In the event of an emergency, an individual or entity may act without a permit, but shall notify the County Engineer or County Inspector within twenty four (24) hours of the emergency response, or as soon thereafter as reasonably practicable. The individual or entity shall then obtain a Permit from the Engineering Department within forty-eight (48) hours of the emergency response or will be subject to a civil penalty not to exceed \$500. Failure to comply with and honor a civil penalty shall constitute a violation of this Code and such violation shall be punishable in accordance with Section 1-7 of this Code. If the County will not issue a permit for such work, all work performed must be removed and the site returned to the pre-work conditions

within thirty (30) days after notice from the County that a permit will not be issued. Failure to do so constitutes a violation of these policies and will be handled in the same manner as performing work without a permit, and shall result in the same penalty(ies). The Engineering Department reserves the right to correct or have problems corrected in the case of any improper encroachment (those violating the terms of Chapter 26 of the Code or this policy or an encroachment permit) on a county road, easement, or right-of-way, and charge all associated costs (including but not limited to labor, materials, equipment, supervisory, reasonable attorney fees and administrative) to the violator.

3.14 Activities typically considered illegal and prohibited from encroachment permit approval within the County road easement and/or road right-of-way may include, but are not limited to the following:

- Unsafe or poorly maintained driveway aprons. Such improper aprons may be removed by the County.
- Concrete driveways, aprons and sidewalks.
- Planting of trees and shrubs and other landscaping including fencing, walls, lighting, plantings, and irrigation.
- Landscaped islands and/or medians.
- Privately owned utility (water, sewer, communication, etc.), except for bores crossing the road at 90 degrees.
- Speed bumps/humps.
- Basketball goals (portable or otherwise).
- Unauthorized road markings, paintings, or signage.
- Direct discharge of stormwater on to road surface.

3.15 For the purpose of this Policy and the Encroachment Permit Application Form, the following terms are defined.

Applicant. The person or authorized agent that has the clear, legal responsibility to abide by the conditions and provisions of an approved application.

Authorized Agent. An Authorized Agent is someone for whom clear, legal authority to act on applicant's behalf has been given and is available for review.

Permittee. The applicant shall become the permittee upon County approval of Encroachment Permit Application Form and payment of necessary fees and bonds.

Property Owner. The property owner of record that is immediately adjacent to or contained within the County road right-of-way or easement in which an encroachment is desired.

Public Utility. A public utility is municipal or privately owned and operated business in whose services are essential to the general public (examples include but are not limited to sanitary sewer, electricity, stormwater, drinking water, communication, and natural gas).

IV. PUBLIC UTILITY ANNUAL BLANKET PERMITS

4.1 Public utility companies may apply for an Annual Blanket Permit with the Engineering Department, allowing an unlimited number of permits for all **activities that do not disturb the road surface** of a County-maintained public road. However, public utility companies shall provide the Engineering Department a weekly report detailing activities performed such as the location of the activity and the type of work performed. Plans are not required for routine maintenance and service connections. It is the intention of this Annual Blanket Permit to cover emergency repairs, routine maintenance, and service connections that do not involve disturbing the road surface.

4.2 Public utility companies that do not desire to apply for an Annual Blanket Permit shall apply for a separate permit for each activity within a County-maintained road right-of-way together with applicable fees and/or security.

4.3 Regardless of whether a utility company has obtained an Annual Blanket Permit, separate Permits are required for new or replacement line installations, new or relocated service poles, and any activity disturbing the asphalt surface of a County maintained public road.

4.4 Annual Blanket Permits are valid from July 1 until June 30 (the County's fiscal year). No prorated fees are accepted.

V. FEE SCHEDULE

5.1 Permit Fees

General Permit Fee: \$60.00

Permit Extension Fee: \$10.00

Blanket Permit Fee: \$1,000.00

Re-inspection Fee: \$60.00

Pavement Removed: \$250.00 Permit Fee + \$10.00/sf of pavement removed

Longitudinal Work in R/W: General Permit Fee + \$0.10/linear foot

5.2 Required Bonds

Pavement Cut, Pavement Removed: Permit Fee x 10

Longitudinal Work in R/W: Longitudinal Work Permit Fee x 50

Bonds may be in the form of a Surety Bond, Cash Bond or Irrevocable Letter of Credit. Bond will be waived for an adjacent homeowner who is doing less than 100 linear feet of work or at the discretion of the County Engineer.

VI. APPLICATION FORM (Attached)



OCONEE COUNTY ROADS AND BRIDGES DEPARTMENT
15022 WELLS HIGHWAY
SENECA SC 29678
864-886-1072

ENCROACHMENT PERMIT APPLICATION

PERMIT # _____

EXP. DATE: _____

(Home Owner)		(Contractor)		PUPS #
(DW Installation Requested)		(Utility)		Locate calls are required by law, call 1-888-721-7877 at least 3 business days before any type of excavation.
Applicant Name				
Company Name			Contractors License #	
Address:		City	Zip	Phone
PROPERTY OWNER Name				
Address		City	Zip	Phone
Work Location Address of Work Site				ROAD NUMBER:
Nearest Intersecting Road:				
DESCRIPTION OF WORK TO BE DONE:			SQ. FT OF PAVEMENT CUT _____ X _____ = _____	
			LINEAR FT OF NEW INSTALLATION= _____	
ESTIMATED START DATE:			ESTIMATED FINISH DATE:	

<p align="center">PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items. (Applicant becomes Permittee upon permit approval)</p>	
<p>vi Notify the County inspector if there are any changes to the approved permit.</p>	<p>PERMIT FEE: _____</p>
<p>vii Notify the County Road Office (864) 886-1072 at least 48 hours before work begins.</p>	
<p>viii Keep a copy of this permit and approved plans at the work site at all times.</p>	<p>BOND: _____</p>
<p>ix Notify County inspector upon completion of activity for final inspection.</p>	<p>DATE: _____</p>

APPLICANT CERTIFICATION

- I, Permittee or provider of Services of the Code of Laws of South Carolina, 1976, and Oconee County Ordinance Section 25-7, the undersigned Applicant hereby notifies OCONEE COUNTY ROADS AND BRIDGES DEPARTMENT, OCSR&B of the said applicant's purpose to construct or install and maintain a public service utility line, as described herein, within the limits of a roadway right-of-way, along or over the County roadway or roadways, described herein.
- Description of location (Attach sketch indicating roadway features such as: pavement width, shoulder width, sidewalk and curb and gutter location, significant drainage structures, north arrow, right-of-way width, and location of the proposed utility work with respect to the roadway centerline and the nearest intersecting road on the County system.) Utility companies are required to submit three (3) sets of plans or drawings.
- The undersigned applicant hereby requests the OCSR&B to formally waive objections to construction or maintenance of the work described herein. It is expressly understood that the work, if and when completed, shall be installed in accordance with the sketch attached hereto and made part hereof. The applicant agrees to comply with and be bound by the SCDOT's "A Policy for Accommodating Utilities on Highways Right-of-Way" and "Standard Specifications for Highway Construction" (make a part hereof by reference) on file in the OCSR&B, and all general provisions on the reverse hereof and special provisions below or attached hereto concerning the installation, operation and maintenance of said work or utility facilities within the OCSR&B's Right-of-Way. The applicant hereby further agrees, and binds his heirs, successors, and assigns to assume any and all liability this OCSR&B might otherwise have in connection with accidents or injuries to persons, or damage to property, including the roadway, that may be caused by the construction, maintenance, use, moving or removing, of the physical apparatus or contemplated facilities and agrees to indemnify the OCSR&B for any liability incurred or injury or damage sustained by reason of the past, present, or future existence of said apparatus or work.
- Attach copy of license, insurance and bond to verify capability to perform work.
- If applicable, attach document to verify authority as agent.

APPLICANT SIGNATURE: _____

DATE: _____

PROPERTY OWNER OR PUBLIC UTILITY AUTHORIZED AGENT CERTIFICATION

I Certify to the best of my knowledge, information and belief that:

- The applicant is capable and understands the terms and agreements of this permit.
- The applicant is authorized to perform the work as requested on the application.
- The proposed encroachment is not contrary or conflicting with any recorded covenants.
- The work is to be performed in compliance with all other applicable Federal, State, and Local laws and regulations, as well as the provisions of this permit.

PROPERTY OWNER

Or AUTHORIZED AGENT SIGNATURE: _____

DATE: _____

OCONEE COUNTY ROADS AND BRIDGES

ENCROACHMENT PERMIT APPLICATION

FEES	<u>Permit fees (non-refundable)</u>	<u>Bonds (if required)</u>	<u>Permit Conditions</u>		
(	Residential / Commercial \$60.00	(	Road Cut (	Traffic Control (see 3 on back)
(	D/ W Installation Requested 2.5 x Materials		Pavement Cut Permit	
(Pavement Cut Fee- Contractor Only \$250.00 +\$10.00 /sf		<u>Fee x 10 = _____</u>	(Commercial / Utility (must provide 3 sets of Engineering Drawings)
(	Permit Extension \$10.00			
(	Re-Inspection Fee \$60.00	(	New Installation (	Residential (drawing or sketch)
(	Longitudinal work in ROW \$60.00 +\$0.10 / lf		Longitudinal Permit	
(	Bore Beneath Pavement \$60.00 +\$0.10 / lf		<u>Fee x 50 = _____</u>	

OCONEE COUNTY Roads and Bridges Department Approval

In compliance with your request and subject to all provisions, terms, conditions and restrictions stated in the application, general provisions on the reverse hereof, and special provisions below or attached hereto, the OCR&B approves the request. This permit shall become null and void unless the work contemplated herein shall have been completed prior to:

Date: _____

SPECIAL PROVISIONS: _____

Permit Specialist Review and Verification of Completeness of Form and Compliance of Encroachment Permit Policy.

Approval
Signature: _____

Date: _____

Manager/ Engineer: _____

Date: _____

FOR COUNTY INSPECTOR'S USE ONLY	DATE	ACCEPT	ADDITIONAL INSPECTOR COMMENTS:
Application Received			
Initial Inspection			
Pre-Construction Inspection			
In-Progress Inspection			
Final Inspection			
Additional Inspections			

GENERAL PROVISIONS

1. **NOTICE PRIOR TO STARTING WORK:** Before starting the work within the limits of the roadway right-of-way, the Oconee County Roads and Bridges Department shall be notified 48 hours in advance so that we may be present while the work is underway and this permit is subject to further restrictions.
2. **PERMIT SUBJECT TO INSPECTION:** This permit shall be kept at the site of the work at all times while said work is underway and must be shown to any representative of the County or law enforcement officer.
3. **PROTECTION OF ROADWAY TRAFFIC:** Adequate provisions shall be made for the protection of the roadway traffic at all times. Necessary detours, barricades, warning signs and flagmen shall be provided by and at the expense of the Permittee and shall be in accordance with the MUTCD, Latest Edition. No road will be blocked except for emergency situations. No county road closure shall be made without Oconee County Roads and Bridges Department approval and proper community notification. The work shall be planned and carried out so that there will be the least possible inconvenience to the roadway traffic. The Permittee agrees to observe all rules and regulations of the SCODT and Oconee County while carrying on the work contemplated herein and take all other precautions that circumstances require.
4. **STANDARDS OF CONSTRUCTION:** All work shall conform to recognized standards of construction and shall be performed in a workmanlike manner. Adequate provisions shall be made for maintaining the proper drainage of the roadway. All work shall be subject to the supervision and satisfaction of the Oconee County Roads and Bridges Department.
5. **FUTURE MOVING OF PHYSICAL APPURTENANCES:** If, in the opinion of the Oconee County Roads and Bridges Department, it should ever become necessary to move or remove the physical appurtenances, or any part thereof contemplated herein, on account of change in location of the roadway, widening of the roadway, or for any other sufficient reason, such moving or removing shall be done on reasonable demand of the Roads and Bridges Department at the expense of the Permittee.
6. **RESTORATION OF ROADWAY FACILITIES UPON MOVING OR REMOVING OF PHYSICAL APPURTENANCES:** If and when the physical appurtenances contemplated herein shall be moved or removed, either on the demand of the Roads and Bridges Department or at the option of the Permittee, the roadway and facilities shall immediately be restored to their original condition at the expense of the Permittee.
7. **COSTS:** All work in connection with the construction, maintenance, moving or removing of the physical appurtenances contemplated herein shall be done by and at the expense of the Permittee.
8. **Definitions of Important Terms** are included in Section 26-7 of the Oconee County Code of Ordinances and are incorporated herein by reference.
9. **PERMISSION OF ADJUTING PROPERTY OWNERS:** It is a fact that this permit does not in any way grant or release any rights lawfully possessed by the abutting property owners. The Permittee shall secure any such rights necessary from said abutting property owners.
10. **WORK PERFORMANCE:**
 - (a) Utility Poles shall be placed at the distance from the centerline of the roadway as specifically stipulated herein and in the permit.
 - (b) All crossings over the roadway shall be constructed in accordance with Specifications for Overhead Crossings of Light and Power Transmission Lines and Telephone and Telegraph Lines over each other and over Highway Rights-of-Way in South Carolina, as approved by the Public Service Commission of South Carolina and effective as of date of this permit.
 - (c) Service and other small diameter pipes shall be jacked, driven, or otherwise forced underneath the pavements on any surfaced road without disturbing said pavement. The section under the roadway pavement and within a distance of two (2) feet on either side shall be continuous without joints.
 - (d) No pavement shall be cut unless specifically authorized herein.
 - (e) No excavation shall be nearer than three feet to the edge of pavement unless specifically authorized herein, nor shall be left open overnight without proper barricades and lights. Excavations shall be limited to a maximum one thousand (1000) linear feet of open trench before backfill operations must begin.
 - (f) Underground facilities will be at minimum depths as defined in the Utility Accommodations Manual for the Transmittant, as follows:
 - 1) Bury under pavement - 4 feet minimum for hazardous or dangerous transmittant- 3 feet minimum for other lines
 - 2) Bury under other surfaces - 30 inches minimum for power and communication lines and 3 feet for all other facilities. Shallower depths may be approved in writing prior to installation
 Adequate protection is provided.
 - (g) Work shall be performed in accordance with the SCODT's Latest Editions of "A Policy for Accommodating Utilities on Highway Rights-of-Way", and "Standard Specifications for Highway Construction".
11. The Permittee shall be responsible for obtaining any other approvals or permits necessary or proper for installation.
12. Permittee is responsible for maintaining reasonable access to private driveways during construction.
13. If a driveway apron adjoining a county road is cut or damaged during the process of installing utilities, it is the responsibility of the Permittee to replace such entire apron.
14. There shall be no excavation of soil nearer than two feet of any public utility line or appurtenal facility except with the consent of the owner thereof, or except upon special permission of the Roads and Bridges Department after an opportunity to be heard is given the owner of such line or appurtenal facility.
15. **LICENSED CONTRACTOR REQUIRED:** Licensed and bonded contractor/subcontractors or utility companies shall be required to perform all work within the county right-of-way unless explicitly waived by the Roads and Bridges Department.
16. **BONDING OF WORK:** If a bond is required, a surety bond, cash bond, or irrevocable Letter of Credit from an accredited lending institution must be posted prior to issuance of the permit and will be held for a period of 18 months after all repairs have been completed. The cash bond is refundable after such 18 months waiting period, upon a final inspection to ensure work is completed to the satisfaction of the county.
17. Oconee County Roads and Bridges Department may revoke, annul, change, amend, modify, or terminate this permit or any of the conditions herein enumerated if Permittee fails to comply with any or all of its provisions, requirements and regulations as herein set forth.
18. Except in emergency circumstances, all activity in the public right-of-way shall be performed during daylight hours, sunrise to sunset, unless otherwise specified in the Permit.
19. In accepting this permit, the Permittee agrees that any damage or injury done to the property of the Permittee or any expense incurred by the Permittee through the operation of a contractor shall be at the sole expense of the Permittee.
20. **LIABILITY:** Applicant/ Permittee assumes the sole responsibility for the safety and protection of the premises and of employees and other persons and assumes liability for any injury or damage occurring as a result of the performance of work under this encroachment permit, whether due to negligence, fault or default of Applicant/ Permittee or not. Such liability of Applicant/ Permittee under this encroachment permit is absolute and is not dependent upon any question of negligence on its part or on the part of its agents, servants or employees, and neither the approval by the engineers or the chief engineer of the methods of doing the work nor the failure of the engineers or the chief engineer to call attention to improper or inadequate methods or to require a change in methods, nor the neglect of the engineers or the chief engineer to direct the Applicant/ Permittee to take any particular precautions or to refrain from doing any particular thing shall excuse the Applicant/ Permittee in case of any such injury to person or damage to property.
21. **INDEMNITY AGAINST LIABILITY:** Applicant/ Permittee shall indemnify Oconee County, its agents, officials and employees against all injuries, deaths, loss, damages, claims, personal claims suits, liabilities, judgments, costs and expenses that may in any way become against Oconee County in that the act was caused through negligence or omission of the Applicant/ Permittee or Applicant/ Permittee's employees or the subcontractor or subcontractor's employees, if any, and the Applicant/ Permittee shall, at Applicant/ Permittee's own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising from or incurred in connection with that activity, and if any judgment shall be rendered against Oconee County in any such action, the Applicant/ Permittee shall, at Applicant/ Permittee's own expense, satisfy and discharge that judgment. Applicant/ Permittee expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Applicant/ Permittee, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Oconee County as here provided. Insurance coverage specified herein constitutes the minimum requirements and requirements shall in no way lessen but the liability of Applicant/ Permittee. Applicant/ Permittee shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance, which, in his own judgment, may be necessary for his property protection in the protection of the work.
22. **REVOCACTION:** Oconee County reserves the right, at any time, to cancel the permit should the Applicant/ Permittee fail to comply with the terms and conditions under which it was granted. The County reserves the right, at any time, to cancel the permit should the Applicant/ Permittee fail to comply with the terms and conditions under which it was granted.
23. Sections 1-22 above represent a sub-set of the official Oconee County Roads and Bridges Department Encroachment Permit Policy that is included in Oconee County Code of Ordinances Section 26.

Initial of Applicant

PREPARED BY: Karol P. Mack, Associate General Counsel, Duke Energy

Mail To: Duke Energy Corporation
c/o Heather P. Blum (DEC45A)
P.O. Box 1321
Charlotte, N.C. 28201-1321

Site 007553
Land Unit 0057585
Project No. 007553-390301

STATE OF SOUTH CAROLINA)
:
COUNTY OF OCONEE)

MEMORANDUM OF LEASE

**Mosquito Point
Oconee County, Lake Keowee**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the covenants set forth in that certain Lease dated the ___ day of _____, 20__ (the "Lease") by and between **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company (hereinafter referred to as "Lessor"), and **OCONEE COUNTY**, a political subdivision of the State of South Carolina, (hereinafter referred to as "Lessee"), Lessor has leased to Lessee that certain property located in Oconee County, South Carolina, hereinafter referred to as "the Leased Premises" to wit:

All that certain tract of land containing 0.507 ± total acres, as shown on the plat of survey entitled "Proposed Site Plan for Oconee County," dated November 29, 2011, revised February 26, 2013, marked Job Number: 11-179, attached hereto as **Exhibit A** and incorporated herein by reference.

The Leased Premises may be used by the Lessee for a temporary emergency location and assembly point for Lake Keowee and storage of equipment associated with Lessee's emergency management operations only.

The Lease shall begin on the ___ day of _____, 20__, and shall terminate on August 31, 2016. If Lessor and Lessee agree, the Lease shall continue in effect after the termination date on a year to year basis or upon such other terms as agreed upon by both parties, but Lessor shall not be obligated to renew. Lessor may terminate the Lease at any time if directed to do so by the FERC or its successor agency having jurisdiction over hydroelectric reservoirs that are subject to the Federal Power Act. Lessor may also terminate the Lease pursuant to Paragraph 17 of the Lease.

The provisions set forth in the aforementioned Lease are hereby incorporated in this Memorandum as though stated herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument under seal as of this
_____ day of _____, 20____.

LESSOR

Duke Energy Carolinas, LLC
a North Carolina limited liability company

Witness

By: _____
Name: George W. Christian, Jr.
Title: Director, Land Services

Witness

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I certify that the following person(s) personally appeared before me this day, each acknowledging to me
that he or she signed the foregoing document: **George W. Christian, Jr., Director, Land Services**

Date: _____

Notary Public

My Commission Expires: _____

[Signatures Continue on Following Page]

LESSEE

Oconee County

Witness

By: _____

Witness

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ (name of officer), as _____ (title of officer) of Oconee County, a political subdivision of the State of South Carolina, on behalf of the political subdivision.

Witness my hand and official seal, this ___ day of _____, 20__.

My Commission Expires _____
[NOTARIAL SEAL]

Notary Public

STATE OF SOUTH CAROLINA)
 :
COUNTY OF OCONEE) LEASE

**Mosquito Point
Oconee County, Lake Keowee**

THIS LEASE, made and entered into as of the _____ day of _____, 2013, by and between **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company (hereinafter referred to as "Lessor") and **OCONEE COUNTY**, a political subdivision of the State of South Carolina (hereinafter referred to as "Lessee");

WITNESSETH:

WHEREAS, Lessor owns certain real property commonly known as "Mosquito Point," located near Lake Keowee in Oconee County, South Carolina, acquired by Lessor by that certain instrument recorded in Book 12-Q at Page 363 in the Office of the Register of Deeds for Oconee County ("Lessor's Property"); and

WHEREAS, Lessee desires to lease a portion of Lessor's Property described herein for certain uses associated with Lessee's emergency management operations, and Lessor is willing to lease said property to Lessee pursuant to the terms and conditions recited herein.

NOW THEREFORE, Lessor, for and in consideration of Ten Dollars and 00/100 (\$10.00) and the covenants and agreements hereinafter expressed, to be kept and performed by Lessee, the receipt and sufficiency of which are hereby acknowledged, hereby leases to Lessee and Lessee hereby leases from Lessor, subject to the exceptions and reservations and upon the terms and conditions and for the purposes in this instrument set out, the following property located in Oconee County, South Carolina, hereinafter sometimes referred to as "the Leased Premises," to wit:

All that certain tract of land containing 0.507 ± total acres, as shown on the plat of survey entitled "Proposed Site Plan for Oconee County," dated November 29, 2011, revised February 26, 2013, marked Job Number: 11-179, attached hereto as **Exhibit A** and incorporated herein by reference.

1. **Term**: This Lease shall begin on the _____ day of _____, 20____, ("Commencement Date") and shall terminate on August 31, 2016. If Lessor and Lessee agree, this Lease shall continue in effect after the termination date on a year to year basis or upon such other terms as agreed upon by both parties, but Lessor shall not be obligated to renew. Lessor may terminate this Lease at any time if directed to do so by the FERC or its successor agency having jurisdiction over hydroelectric reservoirs that are subject to the Federal Power Act. Lessor may also terminate this Lease pursuant to Paragraph 17 herein.

2. Permitted Uses: The Leased Premises may be used by the Lessee for a temporary emergency location and assembly point for Lake Keowee and storage of equipment associated with Lessee's emergency management operations only ("Permitted Uses"). With the exception of persons being assisted by Lessee and entry by Lessor pursuant to Sections 10 and 11 herein, all persons entering the Leased Premises shall be either full-time employees of Lessee or local Volunteer Fireman assisting Lessee. The Leased Premises shall not be used for gathering or loitering at any time other than when Lessee and other authorized emergency team personnel are assembled for emergency operations and shall not be used for access to Lake Keowee for any purpose other than the Permitted Uses.
3. Improvements: Lessee shall not construct any permanent structures or facilities upon the Leased Premises nor make any alterations to, or improvements upon, the Leased Premises, except as shown on Exhibit A, which includes one (1) storage building, a concrete walkway leading to Lake Keowee, gravel parking areas, two 110-volt power outlets and landscaping. The final design of all such improvements must be approved by Lessor prior to the Commencement Date. The storage building must be and remain a neutral color (e.g., brown or beige) or such other color approved by Lessor and must be anchored in accordance with local building regulations. Temporary structures such as tents may be placed on the Leased Premises during an emergency event but must be removed once the subject emergency event is over. Lessee shall remove all items at the end of the lease or if Lessor desires to terminate the lease.
4. Fencing and Gates: Lessee, at Lessee's sole cost and expense, may install fencing on the Leased Premises, of a type and at a location as designated by Lessor, to prohibit trespass onto the Leased Premises. Lessee may install a gate or gates in the fencing provided Lessee provides a lock for Lessor permitting access for Lessor at all times. Lessee shall remove any fencing installed by Lessee, at Lessee's sole cost and expense, upon expiration or termination of this Lease. Lessee understands and agrees that the first gate through which Lessee must pass to reach the Leased Premises must remain locked at all times. Lessor will provide Lessee with a lock to permit Lessee's access through the first gate.
5. Signage: Lessee shall not place (or cause to be placed) any signage on the Leased Premises.
6. Maintenance: Lessee shall continuously maintain the Leased Premises (and any structures as permitted above) in a safe condition and in a neat and orderly appearance and shall be responsible for all timely costs and expense for said maintenance.
7. Utilities: Lessee shall be responsible for obtaining electric utility service for the storage building at Lessee's sole cost and expense. No other permanent utility service is permitted on the Leased Premises. However, at Lessee's sole cost and expense, Lessee may locate temporary utilities associated with the Permitted Uses (e.g., temporary lighting powered by a portable generator) in the event of an emergency, and Lessor hereby grants a license to Lessee for said purpose.
8. Illegal Uses: Lessee shall not make or permit to be made any illegal use of the Leased Premises or any use thereof constituting a public nuisance and shall comply with all applicable codes, rules and regulations of any relevant governmental authority. All temporary utilities shall be designed, installed, constructed, maintained, and operated only with the approval of the applicable governmental authorities.

9. Transfer or Assignment: Lessee may not transfer or assign this Lease or let or sublet the whole or any part of the Leased Premises to anyone without the prior written consent of the Lessor, which consent shall be in the sole and absolute discretion of Lessor. Any transfer of the shareholder or other ownership interests of Lessee shall be deemed a transfer of this Lease requiring such consent of Lessor.
10. Lessor's Reservation of Use: Lessor reserves the right to build, construct, maintain, and operate electric distribution and transmission lines on, over, along, and above the Leased Premises. Lessor also reserves the right and privilege to erect, construct, reconstruct, replace, maintain, and use towers, poles, wires, crossarms, and other appliances and fixtures for the purpose of transmitting or distributing electric power for Lessor's communication purposes, and for any other purpose that is, in the Lessor's sole discretion, consistent with its business operations, together with the right to keep said lines, appliances, and fixtures free of structures, trees, and other objects that may endanger or interfere with same. Lessor also reserves the right to use, at any and all times, the entrance road into Lessor's Property (*i.e.*, the Mosquito Point property) without interference or objection by Lessee.
11. Entry by Lessor: Lessor, its agents and representatives, at all reasonable times may enter the Leased Premises to examine same, and any such entry by or on behalf of Lessor shall not be or constitute an eviction, partial eviction or deprivation of any right of Lessee and shall not alter the obligations of the Lessee hereunder or create any right in Lessee adverse to the interest of Lessor.
12. Taxes and Assessments: Lessee shall pay when due all taxes or assessments of any kind levied against Lessee's personal property located on the Leased Premises. On the condition that the Leased Premises, exclusive of improvements, remains classified and taxed as utility property at the same rate as all other adjacent land of Lessor, Lessor shall pay the tax thereon exclusive of taxes assessed on any property of Lessee. In the event, however, that as a result of this Lease the Leased Premises shall be classified and taxed as nonutility property or at a higher rate than other adjacent lands of Lessor, then in such event Lessee shall pay all taxes assessed thereon. Upon request, Lessee shall furnish Lessor with copies of paid receipts for all said taxes and any applicable assessments on or before the 31st day of December of each year.
13. Indemnity: Lessee agrees to, shall and does hereby, completely and to the maximum extent permitted by law, indemnify, defend (with counsel selected by Lessor), and hold Lessor, including without limitation each of its members, officers, directors, agents, representatives and employees (collectively the "Lessor Parties"), free and harmless of, from and against any and all claims, demands, actions, liabilities, losses, damages, injuries and expenses (including, without limitation, actual attorneys' fees and defense costs) in any manner related to, arising out of and/or resulting from any act or failure to act by Lessee, its agents, contractors, employees or sublessees, or arising from any accident, injury (including death), or damage whatsoever, however caused, to any person or persons or to the property of any person, persons, corporation or corporations during the period of this Lease on, in or about the Leased Premises and from and against all costs, counsel fees, expenses, liabilities, and damages incurred in or about such claims or any action or proceeding brought thereon. The obligation of Lessee to indemnify, defend, and hold harmless includes but is not limited to the obligation to pay for on a current basis all costs of defense of Lessor and any other Lessor Parties in any action, which costs include but are not limited to the payment of all fees and expenses for legal, expert, accounting or other professional services needed to defend any action brought by any party for which

indemnification and defense of Lessor and/or any other Lessor Parties is called for hereunder. Notwithstanding any other provisions of this Lease to the contrary, Lessee's obligations under this Paragraph 13 shall survive the expiration and/or termination of this Lease, and shall bind any and all of the heirs, successors, assigns, transferees and/or representatives of Lessee.

14. Insurance by Lessee: Lessee agrees that, at its own cost and expense, it shall obtain and maintain in force during the term of this Lease the following insurance coverage and minimum insurance limits:

- a) Commercial General Liability insurance from a reputable insurance company authorized to do business in South Carolina, providing coverage for any and all risks of liability associated with Lessee's occupancy and use of the Leased Premises and the activities authorized hereunder, with limits of at least \$1 million per occurrence
- b) Workers' Compensation meeting statutory limits
- c) Employers' Liability Insurance (including Maritime Employers Liability, if required by applicable law) of not less than \$1,000,000 each accident
- d) Automobile Liability Insurance of not less than \$1,000,000 each occurrence
- e) Umbrella Liability (excess of Employers' and General Liability) \$4 million per occurrence

Lessee must meet the following additional insurance-related requirements:

1. Insurance coverage must be with insurance companies with a minimum A.M. Best Rating of A-VII.
2. Lessee shall deliver to Lessor certificates of insurance prior to the beginning of the Lease and within 30 days of each insurance renewal. The certificates of insurance shall list the coverages and limits, the expiration dates and terms of policies and all endorsements whether or not required by Lessor, and listing all carriers issuing said policies. Lessor shall not be obligated to review any of Lessee's certificates of insurance, insurance policies and/or endorsements or advise the Lessee of any deficiencies in such documents, and any receipt of copies or review by Lessor shall not relieve the Lessee from or be deemed a waiver of Lessor's right to insist on strict fulfillment of the Lessee's obligations. Lessee shall deliver a certified copy of each insurance policy including all endorsements upon request by Lessor.
3. Lessee shall name Lessor as an additional insured, using Insurance Services Office, Inc. (ISO) additional insured (CG 20 10) or equivalent, under all required policies of liability insurance. (Except Worker's Compensation Insurance). All policies shall include waivers of any right of subrogation of the insurers using standard ISO forms. The certificate(s) of insurance shall specifically confirm the "waiver of subrogation" and "additional insured" obligations.
4. All insurance policies shall each contain a provision that coverage will not be cancelled, not renewed or materially modified unless at least thirty (30) days' prior written notice has been given but, in any event, if Lessee becomes aware of any such cancellation, reduction in coverage or non-renewal, Lessee shall provide written notice to Lessor of such action within ten (10) days of receipt of notice of any such action from its carrier. All policies of insurance required shall be endorsed or shall otherwise provide that Lessee's insurance shall be primary with respect to its own acts or omissions and not be

in excess of, or contributing with, any insurance maintained by Lessor. Lessee will be responsible for their own respective deductibles, self-insured retentions, and self-insurance under its insurance program.

5. Should Lessee fail to provide or maintain any required insurance, Lessor shall have the right, but not the obligation, to provide or maintain any such insurance, and to invoice the cost to Lessee whereupon Lessee shall reimburse Lessor annually within forty-five (45) days following the request for payment.
6. Upon Lessee's contracting with an entity for the purpose of constructing any authorized temporary facilities on the Leased Premises, Lessor shall be named as an additional insured on a policy of insurance covering the scope of such activity prior to the commencement of any activity by Lessee, its agents or contractors. All policies shall include waivers of any right of subrogation of the insurers using standard ISO forms. Any contractor or subcontractor performing work on property that is the subject of this Lease shall have in place prior to commencement of any activity and during the performance of any activity, the following types of insurance and minimum coverage limits:
 - Commercial General Liability Coverage – \$1 million per occurrence.
 - Automobile Liability – \$1 million per occurrence.
 - Workers Compensation – Within statutory limits.
 - Employer's Liability – \$1 million each accident.
 - Umbrella Liability or Bumbershoot - \$4 million per occurrence.

15. Surrender of Lease: The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies or may at the option of Lessor operate as an assignment to it of any or all such subleases or subtenancies.

16. Limitation of Liability: Lessee hereby releases Lessor from any and all liability resulting from any injury of any member, agent, contractor, employee or invitee of Lessee or anyone performing any service at the direction of Lessee on the Leased Premises, excluding any acts of willful misconduct of Lessor. Lessor shall not be liable, whether based on contract or tort (including negligence and strict liability) for anything relating to this Lease, for any consequential, indirect, special, or incidental loss or damage, any damage (except to the such extent damage resulted from the willful misconduct of Lessor) to or loss of any property or equipment. This limitation of, or protection against liability shall also protect the members, directors, officers, employees, agents, consultants, suppliers and subcontractors of Lessor, and all affiliated entities and their directors, officers, employees, agents, consultants, suppliers, subcontractors, parents, subsidiaries and affiliates of Lessor and shall apply regardless of the fault (excluding willful misconduct), gross negligence or strict liability of the respective party. Lessee hereby waives and will require its insurers to waive all rights to recovery and claims of any kind against Lessor, including rights and claims to which its insurers or another may be subrogated, arising out of damage to, loss of or loss of use of any of Lessee's property, located on or about the Leased Premises, whether based on contract, tort (including strict liability and negligence except for gross negligence or willful misconduct on part of Lessor or otherwise. This waiver is effective as to all damages to or losses of use of property arising out of or relating to this Lease or deficiencies in the services provided hereunder and Lessee hereby covenants that no such action or claim shall be brought by or through Lessee on any theory whatsoever. In the event Lessee or its

insurers recover damages from a third party for losses or damages to which the foregoing waivers apply, Lessee shall indemnify and hold Lessor harmless against any liability for any such losses or damages which said third party recovers from Lessee and any expenses (including attorney fees and other cost of investigation and defense) related hereto. **The limitation of liability in this provision shall apply notwithstanding any other provision of this Lease.**

17. Termination/Waiver: It is expressly agreed and understood that the violation of any of the covenants, conditions, terms or provisions of this Lease by Lessee which is not remedied within ten (10) days following written notice from Lessor to Lessee shall entitle Lessor to terminate this Lease. This Lease may also be terminated by Lessor if at any time during the duration of this Lease (or any renewal thereof) Lessee should be adjudged bankrupt or insolvent by any federal or state court or the Lessee shall allow a final judgment obtained against it to remain unpaid for a period of sixty (60) days. Failure of Lessor to exercise any of said rights relating to the termination of this Lease or any other rights of Lessor under this Lease shall not be construed as a waiver or abandonment of the right thereafter to exercise any or all of same. In the event that Lessor terminates this Lease under any of the above written conditions, Lessor may enter the Leased Premises and expel the Lessee there from; or Lessor may, in lieu thereof or in conjunction therewith, pursue any other lawful right or remedy incident to the relationships created by this Lease. As set forth in Paragraph 1 above, Lessor reserves the right at any time during the term of this Lease, regardless of whether or not Lessee is in default hereunder, to terminate this Lease upon a ninety (90) day written notice to the Lessee at the address contained herein or as changed by notice from the Lessee. This right of cancellation is not subject to any right of cure or appeal by Lessee.
18. Lessor's Use of Lessor's Property: Lessee hereby agrees that the Lessor's Property may, both now and in the future, be used for any lawful uses (collectively, the "Permissible Uses," each, a "Permissible Use"), which shall include, without limitation, the following: (a) an equipment-staging area; (b) a public recreation site and/or lake access site; (c) a residential development; and (d) a business/industrial development or other commercial development. Lessee shall not oppose or work to engage others in opposition of, or to restrict or prohibit, any Permissible Use now or hereafter being made of the Lessor's Property.
19. Parties Bound: The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; provided, however, that neither this Lease or any interest therein may be assigned by Lessee except with the prior written consent of the Lessor, which consent shall be in the sole and absolute discretion of Lessor.
20. Notices: Wherever in this Lease it shall be required or permitted that notice be given by either party to this Lease to the other, such notice must be in writing and must be given personally or forwarded by certified mail addressed as follows:

Lessor: Duke Energy Carolinas, LLC
Lake Services
526 S. Church Street
Charlotte, North Carolina 28202

Lessee: Oconee County
P.O. Box 678
Walhalla, South Carolina 29691

Such addresses may be changed from time to time by notice given hereunder.

21. Compliance with State, Federal and Local Laws: Lessee agrees that its use of the Leased Premises as herein provided will be strictly in compliance with all applicable state, federal and local laws as well as all ordinances, rules, regulations and sanctions of any regulatory body or governmental agency (state, federal or local) having jurisdiction over the Leased Premises.
22. Protection of Environment: All necessary precautions shall be taken during use of the Leased Premises to protect and enhance the environmental value of the Leased Premises. Without limiting the generality of the foregoing, the Leased Premises shall not be used for the treatment, storage, transportation to or from, use or disposal of toxic or hazardous wastes, materials or substances, or any other substance that is prohibited, limited or regulated by any governmental or quasi-governmental authority or that, even if not so regulated, could or does pose a hazard to health and safety of any occupants of the Leased Premises or any surrounding property.
23. Archaeological Resources: If previously unidentified archeological or historical properties are discovered by Lessee on the Leased Premises, the Lessee shall stop all activity in the vicinity of the discovery area and notify the Lessor immediately. No activities shall resume until authorized by Lessor.
24. Nature and Extent of Agreement: This Lease, together with all exhibits hereto, contains the complete agreement of the parties concerning the subject matter, and there are no oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. This Lease creates only the relationship of landlord and tenant between the parties, and nothing herein shall impose upon either party any powers, obligations or restrictions not expressed herein. This Lease shall be construed and governed by the laws of the state in which the Premises is located.
25. Severability: If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.
26. Protection Against Liens: Lessee shall do all things necessary to prevent the filing of any mechanics', materialmen's or other types of liens whatsoever, against all or any portion of the Leased Premises by reason of any claims made by, against, through or under Lessee. If any such lien is filed against the Leased Premises, Lessee shall either cause the same to be discharged of record within twenty (20) days after filing or, if Lessee in its discretion and in good faith determines that such lien should be contested, it shall furnish such security as may be necessary to prevent any foreclosure proceedings against the Leased Premises during the pendency of such contest. If Lessee shall fail to discharge such

lien within said time period or fail to furnish such security, then Lessor may at its election, in addition to any other right or remedy available to it, discharge the lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Lessor acts to discharge or secure the lien then Lessee shall immediately reimburse Lessor for all sums paid and all costs and expenses (including reasonable attorneys' fees and costs) incurred by Lessor involving such lien, together with interest on the total expenses and costs at the maximum lawful rate.

27. Flooding and Drawdown: Lessor reserves the right to back, flood, or drawdown the waters of the Keowee River and its tributaries from time to time and at any and all times over and upon the Leased Premises or any portion of the same, to such extent the flooding or drawdown may be necessary or convenient in connection with the practical operation of Lessor's hydroelectric or other electric generation power plants located or to be located in the future upon the Keowee River. Lessee agrees that any damage it may suffer as a result of such flooding or drawdown shall not be claimed or charged against Lessor.
28. Recovery of Fees and Costs: If any action is taken by Lessor to enforce any provision, covenant or agreement contained in this Lease or if Lessor is required to retain an attorney to enforce any provision, covenant or agreement contained in this Lease (including, without limitation, the payment of rent due hereunder), then Lessor shall be entitled to recover from Lessee all Lessor's reasonable attorneys' fees and court costs incurred in such action and/or enforcement.
29. Recordation: In no event shall this Lease be recorded in any public registry or other public records by Lessee or on Lessee's behalf. Lessor and Lessee acknowledge and agree Lessor shall record a Memorandum of Lease in the Public Registry in the county where the Leased Premises is located, and Lessor shall provide Lessee with a recorded copy of said Memorandum of Lease.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by its duly authorized officials, on the date first written above.

[Signatures Begin on Following Page]

LESSOR

Duke Energy Carolinas, LLC
a North Carolina limited liability company

By: _____
Name: _____
Title: _____

LESSEE

Oconee County

By: _____
Name: _____
Title: _____

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.68	S77°18'38"W
L2	33.05	N45°47'25"W
L3	25.74	N09°57'01"E
L4	23.08	S66°58'59"W
L5	22.81	S86°38'56"W
L6	44.45	S88°38'56"W
L7	17.07	N84°31'59"W
L8	17.00	N84°31'59"W
L9	21.90	S40°00'32"E
L10	48.66	S59°30'01"E
L11	70.88	S51°11'15"E
L12	75.46	S80°57'19"E

PROPERTY LINE FOLLOWS THE 804' MSL CONTOUR

APPROXIMATE 800' MSL CONTOUR

APPROXIMATE 800' MSL CONTOUR

OCONEE COUNTY

OCONEE COUNTY, SOUTH CAROLINA

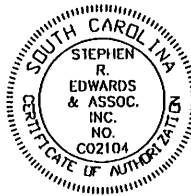
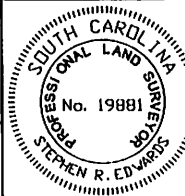
STEPHEN R. EDWARDS & ASSOCIATES, INC.
 1432 W. MAIN ST., WEST UNION, S.C. 29686
 (864) 719-1120

REVISED: 02-28-2013
 DATE: 11-29-2011

JOB NUMBER: 11-179



SCALE: 1"=40'



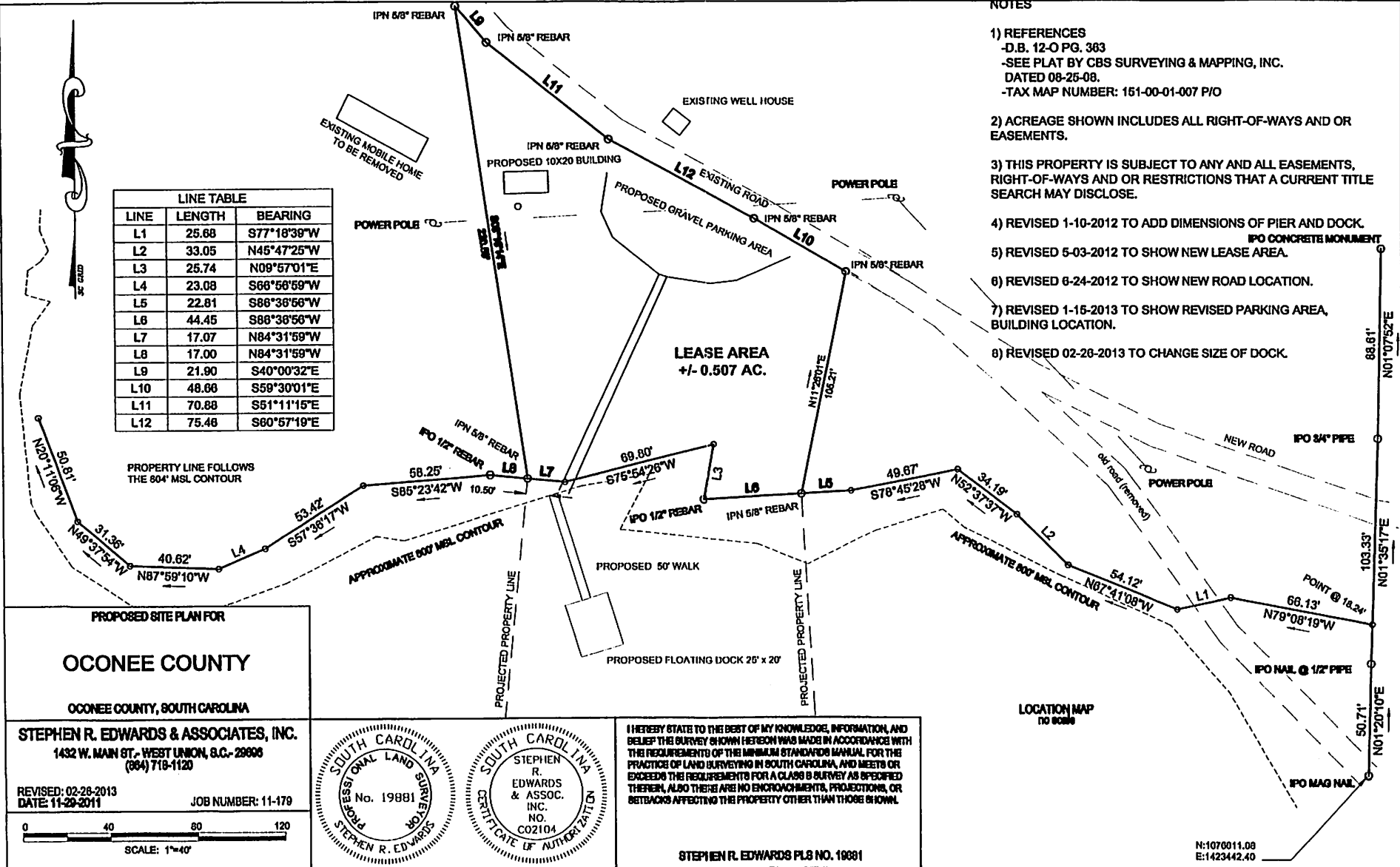
I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO ENCROACHMENTS, PROJECTIONS, OR BETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE KNOWN.

STEPHEN R. EDWARDS PLS NO. 19881

N:1078011.08
 E:1423442.40

NOTES

- 1) REFERENCES
 -D.B. 12-O PG. 363
 -SEE PLAT BY CBS SURVEYING & MAPPING, INC.
 DATED 08-26-08.
 -TAX MAP NUMBER: 161-00-01-007 P/O
- 2) ACREAGE SHOWN INCLUDES ALL RIGHT-OF-WAYS AND OR EASEMENTS.
- 3) THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHT-OF-WAYS AND OR RESTRICTIONS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
- 4) REVISED 1-10-2012 TO ADD DIMENSIONS OF PIER AND DOCK.
- 5) REVISED 5-03-2012 TO SHOW NEW LEASE AREA.
- 6) REVISED 6-24-2012 TO SHOW NEW ROAD LOCATION.
- 7) REVISED 1-16-2013 TO SHOW REVISED PARKING AREA, BUILDING LOCATION.
- 8) REVISED 02-28-2013 TO CHANGE SIZE OF DOCK.



LOCATION MAP
 NO SCALE

PREPARED BY: Karol P. Mack, Associate General Counsel, Duke Energy

**Mail To: Duke Energy Corporation
c/o Heather P. Blum (DEC45A)
P.O. Box 1321
Charlotte, N.C. 28201-1321**

**Site 007553
Land Unit 0057585
Project No. 007553-390301**

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

MEMORANDUM OF LEASE

**Mosquito Point
Oconee County, Lake Keowee**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the covenants set forth in that certain Lease dated the ____ day of _____, 20__ (the "Lease") by and between DUKE ENERGY CAROLINAS, LLC, a North Carolina limited liability company (hereinafter referred to as "Lessor"), and OCONEE COUNTY, a political subdivision of the State of South Carolina, (hereinafter referred to as "Lessee"), Lessor has leased to Lessee that certain property located in Oconee County, South Carolina, hereinafter referred to as "the Leased Premises" to wit:

All that certain tract of land containing 0.507 ± total acres, as shown on the plat of survey entitled "Proposed Site Plan for Oconee County," dated November 29, 2011, revised February 26, 2013, marked Job Number: 11-179, attached hereto as Exhibit A and incorporated herein by reference.

The Leased Premises may be used by the Lessee for a temporary emergency location and assembly point for Lake Keowee and storage of equipment associated with Lessee's emergency management operations only.

The Lease shall begin on the ____ day of _____, 20__, and shall terminate on August 31, 2016. If Lessor and Lessee agree, the Lease shall continue in effect after the termination date on a year to year basis or upon such other terms as agreed upon by both parties, but Lessor shall not be obligated to renew. Lessor may terminate the Lease at any time if directed to do so by the FERC or its successor agency having jurisdiction over hydroelectric reservoirs that are subject to the Federal Power Act. Lessor may also terminate the Lease pursuant to Paragraph 17 of the Lease.

The provisions set forth in the aforementioned Lease are hereby incorporated in this Memorandum as though stated herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument under seal as of this _____ day of _____, 20____.

LESSOR

Duke Energy Carolinas, LLC
a North Carolina limited liability company

Witness

By: _____
Name: George W. Christian, Jr.
Title: Director, Land Services

Witness

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: **George W. Christian, Jr., Director, Land Services**

Date: _____

Notary Public

My Commission Expires: _____

[Signatures Continue on Following Page]

LESSEE

Oconee County

Witness

By: _____

Witness

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by

_____ (name of officer), as
_____ (title of officer) of Oconee County, a political subdivision of the State of
South Carolina, on behalf of the political subdivision.

Witness my hand and official seal, this ___ day of _____, 20__.

My Commission Expires _____
[NOTARIAL SEAL]

Notary Public

STATE OF SOUTH CAROLINA)
 :
COUNTY OF OCONEE) LEASE

**Mosquito Point
Oconee County, Lake Keowee**

THIS LEASE, made and entered into as of the ____ day of _____, 2013, by and between **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company (hereinafter referred to as "Lessor") and **OCONEE COUNTY**, a political subdivision of the State of South Carolina (hereinafter referred to as "Lessee");

WITNESSETH:

WHEREAS, Lessor owns certain real property commonly known as "Mosquito Point," located near Lake Keowee in Oconee County, South Carolina, acquired by Lessor by that certain instrument recorded in Book 12-Q at Page 363 in the Office of the Register of Deeds for Oconee County ("Lessor's Property"); and

WHEREAS, Lessee desires to lease a portion of Lessor's Property described herein for certain uses associated with Lessee's emergency management operations, and Lessor is willing to lease said property to Lessee pursuant to the terms and conditions recited herein.

NOW THEREFORE, Lessor, for and in consideration of Ten Dollars and 00/100 (\$10.00) and the covenants and agreements hereinafter expressed, to be kept and performed by Lessee, the receipt and sufficiency of which are hereby acknowledged, hereby leases to Lessee and Lessee hereby leases from Lessor, subject to the exceptions and reservations and upon the terms and conditions and for the purposes in this instrument set out, the following property located in Oconee County, South Carolina, hereinafter sometimes referred to as "the Leased Premises," to wit:

All that certain tract of land containing 0.507 ± total acres, as shown on the plat of survey entitled "Proposed Site Plan for Oconee County," dated November 29, 2011, revised February 26, 2013, marked Job Number: 11-179, attached hereto as Exhibit A and incorporated herein by reference.

1. **Term**: This Lease shall begin on the ____ day of _____, 20____, ("Commencement Date") and shall terminate on August 31, 2016. If Lessor and Lessee agree, this Lease shall continue in effect after the termination date on a year to year basis or upon such other terms as agreed upon by both parties, but Lessor shall not be obligated to renew. Lessor may terminate this Lease at any time if directed to do so by the FERC or its successor agency having jurisdiction over hydroelectric reservoirs that are subject to the Federal Power Act. Lessor may also terminate this Lease pursuant to Paragraph 17 herein.

2. **Permitted Uses:** The Leased Premises may be used by the Lessee for a temporary emergency location and assembly point for Lake Keowee and storage of equipment associated with Lessee's emergency management operations only ("Permitted Uses"). With the exception of persons being assisted by Lessee and entry by Lessor pursuant to Sections 10 and 11 herein, all persons entering the Leased Premises shall be either full-time employees of Lessee or local Volunteer Fireman assisting Lessee. The Leased Premises shall not be used for gathering or loitering at any time other than when Lessee and other authorized emergency team personnel are assembled for emergency operations and shall not be used for access to Lake Keowee for any purpose other than the Permitted Uses.
3. **Improvements:** Lessee shall not construct any permanent structures or facilities upon the Leased Premises nor make any alterations to, or improvements upon, the Leased Premises, except as shown on **Exhibit A**, which includes one (1) storage building, a concrete walkway leading to Lake Keowee, gravel parking areas, two 110-volt power outlets and landscaping. The final design of all such improvements must be approved by Lessor prior to the Commencement Date. The storage building must be and remain a neutral color (e.g., brown or beige) or such other color approved by Lessor and must be anchored in accordance with local building regulations. Temporary structures such as tents may be placed on the Leased Premises during an emergency event but must be removed once the subject emergency event is over. Lessee shall remove all items at the end of the lease or if Lessor desires to terminate the lease.
4. **Fencing and Gates:** Lessee, at Lessee's sole cost and expense, may install fencing on the Leased Premises, of a type and at a location as designated by Lessor, to prohibit trespass onto the Leased Premises. Lessee may install a gate or gates in the fencing provided Lessee provides a lock for Lessor permitting access for Lessor at all times. Lessee shall remove any fencing installed by Lessee, at Lessee's sole cost and expense, upon expiration or termination of this Lease. Lessee understands and agrees that the first gate through which Lessee must pass to reach the Leased Premises must remain locked at all times. Lessor will provide Lessee with a lock to permit Lessee's access through the first gate.
5. **Signage:** Lessee shall not place (or cause to be placed) any signage on the Leased Premises.
6. **Maintenance:** Lessee shall continuously maintain the Leased Premises (and any structures as permitted above) in a safe condition and in a neat and orderly appearance and shall be responsible for all timely costs and expense for said maintenance.
7. **Utilities:** Lessee shall be responsible for obtaining electric utility service for the storage building at Lessee's sole cost and expense. No other permanent utility service is permitted on the Leased Premises. However, at Lessee's sole cost and expense, Lessee may locate temporary utilities associated with the Permitted Uses (e.g., temporary lighting powered by a portable generator) in the event of an emergency, and Lessor hereby grants a license to Lessee for said purpose.
8. **Illegal Uses:** Lessee shall not make or permit to be made any illegal use of the Leased Premises or any use thereof constituting a public nuisance and shall comply with all applicable codes, rules and regulations of any relevant governmental authority. All temporary utilities shall be designed, installed, constructed, maintained, and operated only with the approval of the applicable governmental authorities.

9. **Transfer or Assignment:** Lessee may not transfer or assign this Lease or let or sublet the whole or any part of the Leased Premises to anyone without the prior written consent of the Lessor, which consent shall be in the sole and absolute discretion of Lessor. Any transfer of the shareholder or other ownership interests of Lessee shall be deemed a transfer of this Lease requiring such consent of Lessor.
10. **Lessor's Reservation of Use:** Lessor reserves the right to build, construct, maintain, and operate electric distribution and transmission lines on, over, along, and above the Leased Premises. Lessor also reserves the right and privilege to erect, construct, reconstruct, replace, maintain, and use towers, poles, wires, crossarms, and other appliances and fixtures for the purpose of transmitting or distributing electric power for Lessor's communication purposes, and for any other purpose that is, in the Lessor's sole discretion, consistent with its business operations, together with the right to keep said lines, appliances, and fixtures free of structures, trees, and other objects that may endanger or interfere with same. Lessor also reserves the right to use, at any and all times, the entrance road into Lessor's Property (*i.e.*, the Mosquito Point property) without interference or objection by Lessee.
11. **Entry by Lessor:** Lessor, its agents and representatives, at all reasonable times may enter the Leased Premises to examine same, and any such entry by or on behalf of Lessor shall not be or constitute an eviction, partial eviction or deprivation of any right of Lessee and shall not alter the obligations of the Lessee hereunder or create any right in Lessee adverse to the interest of Lessor.
12. **Taxes and Assessments:** Lessee shall pay when due all taxes or assessments of any kind levied against Lessee's personal property located on the Leased Premises. On the condition that the Leased Premises, exclusive of improvements, remains classified and taxed as utility property at the same rate as all other adjacent land of Lessor, Lessor shall pay the tax thereon exclusive of taxes assessed on any property of Lessee. In the event, however, that as a result of this Lease the Leased Premises shall be classified and taxed as nonutility property or at a higher rate than other adjacent lands of Lessor, then in such event Lessee shall pay all taxes assessed thereon. Upon request, Lessee shall furnish Lessor with copies of paid receipts for all said taxes and any applicable assessments on or before the 31st day of December of each year.
13. **Indemnity:** Lessee agrees to, shall and does hereby, completely and to the maximum extent permitted by law, indemnify, defend (with counsel selected by Lessor), and hold Lessor, including without limitation each of its members, officers, directors, agents, representatives and employees (collectively the "Lessor Parties"), free and harmless of, from and against any and all claims, demands, actions, liabilities, losses, damages, injuries and expenses (including, without limitation, actual attorneys' fees and defense costs) in any manner related to, arising out of and/or resulting from any act or failure to act by Lessee, its agents, contractors, employees or sublessees, or arising from any accident, injury (including death), or damage whatsoever, however caused, to any person or persons or to the property of any person, persons, corporation or corporations during the period of this Lease on, in or about the Leased Premises and from and against all costs, counsel fees, expenses, liabilities, and damages incurred in or about such claims or any action or proceeding brought thereon. The obligation of Lessee to indemnify, defend, and hold harmless includes but is not limited to the obligation to pay for on a current basis all costs of defense of Lessor and any other Lessor Parties in any action, which costs include but are not limited to the payment of all fees and expenses for legal, expert, accounting or other professional services needed to defend any action brought by any party for which

indemnification and defense of Lessor and/or any other Lessor Parties is called for hereunder. Notwithstanding any other provisions of this Lease to the contrary, Lessee's obligations under this Paragraph 13 shall survive the expiration and/or termination of this Lease, and shall bind any and all of the heirs, successors, assigns, transferees and/or representatives of Lessee.

14. Insurance by Lessee: Lessee agrees that, at its own cost and expense, it shall obtain and maintain in force during the term of this Lease the following insurance coverage and minimum insurance limits:

- a) **Commercial General Liability insurance from a reputable insurance company authorized to do business in South Carolina, providing coverage for any and all risks of liability associated with Lessee's occupancy and use of the Leased Premises and the activities authorized hereunder, with limits of at least \$1 million per occurrence**
- b) **Workers' Compensation meeting statutory limits**
- c) **Employers' Liability Insurance (including Maritime Employers Liability, if required by applicable law) of not less than \$1,000,000 each accident**
- d) **Automobile Liability Insurance of not less than \$1,000,000 each occurrence**
- e) **Umbrella Liability (excess of Employers' and General Liability) \$4 million per occurrence**

Lessee must meet the following additional insurance-related requirements:

1. **Insurance coverage must be with insurance companies with a minimum A.M. Best Rating of A-VII.**
2. **Lessee shall deliver to Lessor certificates of insurance prior to the beginning of the Lease and within 30 days of each insurance renewal. The certificates of insurance shall list the coverages and limits, the expiration dates and terms of policies and all endorsements whether or not required by Lessor, and listing all carriers issuing said policies. Lessor shall not be obligated to review any of Lessee's certificates of insurance, insurance policies and/or endorsements or advise the Lessee of any deficiencies in such documents, and any receipt of copies or review by Lessor shall not relieve the Lessee from or be deemed a waiver of Lessor's right to insist on strict fulfillment of the Lessee's obligations. Lessee shall deliver a certified copy of each insurance policy including all endorsements upon request by Lessor.**
3. **Lessee shall name Lessor as an additional insured, using Insurance Services Office, Inc. (ISO) additional insured (CG 20 10) or equivalent, under all required policies of liability insurance. (Except Worker's Compensation Insurance). All policies shall include waivers of any right of subrogation of the insurers using standard ISO forms. The certificate(s) of insurance shall specifically confirm the "waiver of subrogation" and "additional insured" obligations.**
4. **All insurance policies shall each contain a provision that coverage will not be cancelled, not renewed or materially modified unless at least thirty (30) days' prior written notice has been given but, in any event, if Lessee becomes aware of any such cancellation, reduction in coverage or non-renewal, Lessee shall provide written notice to Lessor of such action within ten (10) days of receipt of notice of any such action from its carrier. All policies of insurance required shall be endorsed or shall otherwise provide that Lessee's insurance shall be primary with respect to its own acts or omissions and not be**

in excess of, or contributing with, any insurance maintained by Lessor. Lessee will be responsible for their own respective deductibles, self-insured retentions, and self-insurance under its insurance program.

5. Should Lessee fail to provide or maintain any required insurance, Lessor shall have the right, but not the obligation, to provide or maintain any such insurance, and to invoice the cost to Lessee whereupon Lessee shall reimburse Lessor annually within forty-five (45) days following the request for payment.
 6. Upon Lessee's contracting with an entity for the purpose of constructing any authorized temporary facilities on the Leased Premises, Lessor shall be named as an additional insured on a policy of insurance covering the scope of such activity prior to the commencement of any activity by Lessee, its agents or contractors. All policies shall include waivers of any right of subrogation of the insurers using standard ISO forms. Any contractor or subcontractor performing work on property that is the subject of this Lease shall have in place prior to commencement of any activity and during the performance of any activity, the following types of insurance and minimum coverage limits:
 - Commercial General Liability Coverage – \$1 million per occurrence.
 - Automobile Liability – \$1 million per occurrence.
 - Workers Compensation – Within statutory limits.
 - Employer's Liability – \$1 million each accident.
 - Umbrella Liability or Bumbershoot - \$4 million per occurrence.
15. **Surrender of Lease:** The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies or may at the option of Lessor operate as an assignment to it of any or all such subleases or subtenancies.
16. **Limitation of Liability:** Lessee hereby releases Lessor from any and all liability resulting from any injury of any member, agent, contractor, employee or invitee of Lessee or anyone performing any service at the direction of Lessee on the Leased Premises, excluding any acts of willful misconduct of Lessor. Lessor shall not be liable, whether based on contract or tort (including negligence and strict liability) for anything relating to this Lease, for any consequential, indirect, special, or incidental loss or damage, any damage (except to the such extent damage resulted from the willful misconduct of Lessor) to or loss of any property or equipment. This limitation of, or protection against liability shall also protect the members, directors, officers, employees, agents, consultants, suppliers and subcontractors of Lessor, and all affiliated entities and their directors, officers, employees, agents, consultants, suppliers, subcontractors, parents, subsidiaries and affiliates of Lessor and shall apply regardless of the fault (excluding willful misconduct), gross negligence or strict liability of the respective party. Lessee hereby waives and will require its insurers to waive all rights to recovery and claims of any kind against Lessor, including rights and claims to which its insurers or another may be subrogated, arising out of damage to, loss of or loss of use of any of Lessee's property, located on or about the Leased Premises, whether based on contract, tort (including strict liability and negligence except for gross negligence or willful misconduct on part of Lessor or otherwise. This waiver is effective as to all damages to or losses of use of property arising out of or relating to this Lease or deficiencies in the services provided hereunder and Lessee hereby covenants that no such action or claim shall be brought by or through Lessee on any theory whatsoever. In the event Lessee or its

insurers recover damages from a third party for losses or damages to which the foregoing waivers apply, Lessee shall indemnify and hold Lessor harmless against any liability for any such losses or damages which said third party recovers from Lessee and any expenses (including attorney fees and other cost of investigation and defense) related hereto. The limitation of liability in this provision shall apply notwithstanding any other provision of this Lease.

17. **Termination/Waiver:** It is expressly agreed and understood that the violation of any of the covenants, conditions, terms or provisions of this Lease by Lessee which is not remedied within ten (10) days following written notice from Lessor to Lessee shall entitle Lessor to terminate this Lease. This Lease may also be terminated by Lessor if at any time during the duration of this Lease (or any renewal thereof) Lessee should be adjudged bankrupt or insolvent by any federal or state court or the Lessee shall allow a final judgment obtained against it to remain unpaid for a period of sixty (60) days. Failure of Lessor to exercise any of said rights relating to the termination of this Lease or any other rights of Lessor under this Lease shall not be construed as a waiver or abandonment of the right thereafter to exercise any or all of same. In the event that Lessor terminates this Lease under any of the above written conditions, Lessor may enter the Leased Premises and expel the Lessee there from; or Lessor may, in lieu thereof or in conjunction therewith, pursue any other lawful right or remedy incident to the relationships created by this Lease. As set forth in Paragraph 1 above, Lessor reserves the right at any time during the term of this Lease, regardless of whether or not Lessee is in default hereunder, to terminate this Lease upon a ninety (90) day written notice to the Lessee at the address contained herein or as changed by notice from the Lessee. This right of cancellation is not subject to any right of cure or appeal by Lessee.
18. **Lessor's Use of Lessor's Property:** Lessee hereby agrees that the Lessor's Property may, both now and in the future, be used for any lawful uses (collectively, the "Permissible Uses," each, a "Permissible Use"), which shall include, without limitation, the following: (a) an equipment-staging area; (b) a public recreation site and/or lake access site; (c) a residential development; and (d) a business/industrial development or other commercial development. Lessee shall not oppose or work to engage others in opposition of, or to restrict or prohibit, any Permissible Use now or hereafter being made of the Lessor's Property.
19. **Parties Bound:** The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; provided, however, that neither this Lease or any interest therein may be assigned by Lessee except with the prior written consent of the Lessor, which consent shall be in the sole and absolute discretion of Lessor.
20. **Notices:** Wherever in this Lease it shall be required or permitted that notice be given by either party to this Lease to the other, such notice must be in writing and must be given personally or forwarded by certified mail addressed as follows:

Lessor: Duke Energy Carolinas, LLC
Lake Services
526 S. Church Street
Charlotte, North Carolina 28202

Lessee: Oconee County
P.O. Box 678
Walhalla, South Carolina 29691

Such addresses may be changed from time to time by notice given hereunder.

21. **Compliance with State, Federal and Local Laws:** Lessee agrees that its use of the Leased Premises as herein provided will be strictly in compliance with all applicable state, federal and local laws as well as all ordinances, rules, regulations and sanctions of any regulatory body or governmental agency (state, federal or local) having jurisdiction over the Leased Premises.
22. **Protection of Environment:** All necessary precautions shall be taken during use of the Leased Premises to protect and enhance the environmental value of the Leased Premises. Without limiting the generality of the foregoing, the Leased Premises shall not be used for the treatment, storage, transportation to or from, use or disposal of toxic or hazardous wastes, materials or substances, or any other substance that is prohibited, limited or regulated by any governmental or quasi-governmental authority or that, even if not so regulated, could or does pose a hazard to health and safety of any occupants of the Leased Premises or any surrounding property.
23. **Archaeological Resources:** If previously unidentified archeological or historical properties are discovered by Lessee on the Leased Premises, the Lessee shall stop all activity in the vicinity of the discovery area and notify the Lessor immediately. No activities shall resume until authorized by Lessor.
24. **Nature and Extent of Agreement:** This Lease, together with all exhibits hereto, contains the complete agreement of the parties concerning the subject matter, and there are no oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. This Lease creates only the relationship of landlord and tenant between the parties, and nothing herein shall impose upon either party any powers, obligations or restrictions not expressed herein. This Lease shall be construed and governed by the laws of the state in which the Premises is located.
25. **Severability:** If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.
26. **Protection Against Liens:** Lessee shall do all things necessary to prevent the filing of any mechanics', materialmen's or other types of liens whatsoever, against all or any portion of the Leased Premises by reason of any claims made by, against, through or under Lessee. If any such lien is filed against the Leased Premises, Lessee shall either cause the same to be discharged of record within twenty (20) days after filing or, if Lessee in its discretion and in good faith determines that such lien should be contested, it shall furnish such security as may be necessary to prevent any foreclosure proceedings against the Leased Premises during the pendency of such contest. If Lessee shall fail to discharge such

lien within said time period or fail to furnish such security, then Lessor may at its election, in addition to any other right or remedy available to it, discharge the lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Lessor acts to discharge or secure the lien then Lessee shall immediately reimburse Lessor for all sums paid and all costs and expenses (including reasonable attorneys' fees and costs) incurred by Lessor involving such lien, together with interest on the total expenses and costs at the maximum lawful rate.

27. **Flooding and Drawdown:** Lessor reserves the right to back, flood, or drawdown the waters of the Keowee River and its tributaries from time to time and at any and all times over and upon the Leased Premises or any portion of the same, to such extent the flooding or drawdown may be necessary or convenient in connection with the practical operation of Lessor's hydroelectric or other electric generation power plants located or to be located in the future upon the Keowee River. Lessee agrees that any damage it may suffer as a result of such flooding or drawdown shall not be claimed or charged against Lessor.
28. **Recovery of Fees and Costs:** If any action is taken by Lessor to enforce any provision, covenant or agreement contained in this Lease or if Lessor is required to retain an attorney to enforce any provision, covenant or agreement contained in this Lease (including, without limitation, the payment of rent due hereunder), then Lessor shall be entitled to recover from Lessee all Lessor's reasonable attorneys' fees and court costs incurred in such action and/or enforcement.
29. **Recordation:** In no event shall this Lease be recorded in any public registry or other public records by Lessee or on Lessee's behalf. Lessor and Lessee acknowledge and agree Lessor shall record a Memorandum of Lease in the Public Registry in the county where the Leased Premises is located, and Lessor shall provide Lessee with a recorded copy of said Memorandum of Lease.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by its duly authorized officials, on the date first written above.

[Signatures Begin on Following Page]

LESSOR

Duke Energy Carolinas, LLC
a North Carolina limited liability company

By: _____
Name: _____
Title: _____

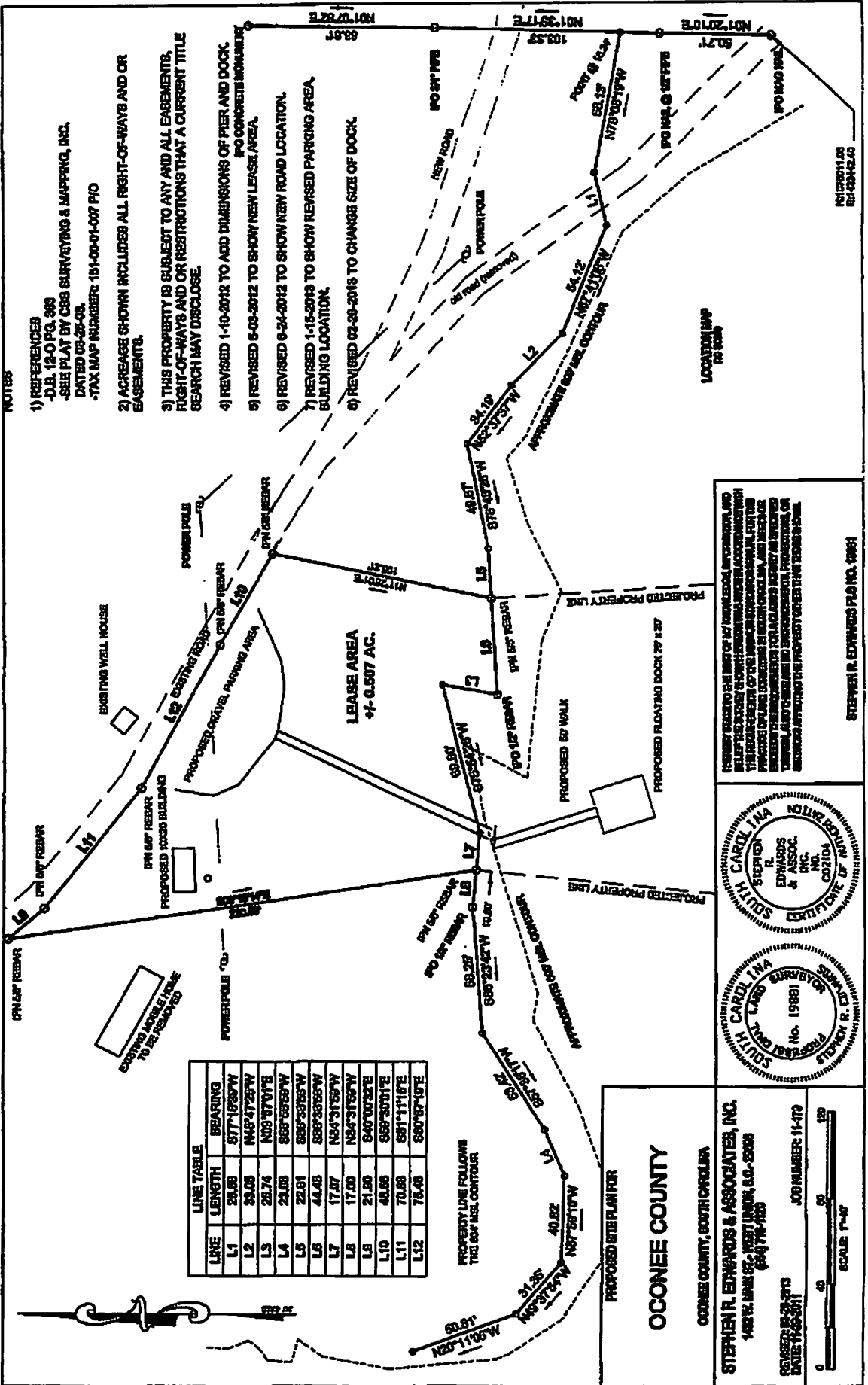
LESSEE

Oconee County

By: _____
Name: _____
Title: _____

NOTES

- 1) REFERENCES
-D.B. 12-0 FIG. 668
-SEE PLAN BY CBS SURVEYING & MAPPING, INC.
DATED 08-20-00.
-TAX MAP NUMBER: 151-00-01-007 P10
- 2) ACRESAGE SHOWN INCLUDES ALL RIGHT-OF-WAYS AND OR EASEMENTS.
- 3) THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHT-OF-WAYS AND OR RESTRICTIONS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
- 4) REVISED 1-10-2012 TO ADD DIMENSIONS OF PIER AND DOCK.
P10 CONCRETE MONUMENT
- 5) REVISED 6-03-2012 TO SHOW NEW LEASE AREA.
- 6) REVISED 6-24-2012 TO SHOW NEW ROAD LOCATION.
- 7) REVISED 1-15-2013 TO SHOW REVISED PARKING AREA, BUILDING LOCATION.
- 8) REVISED 02-26-2013 TO CHANGE SIZE OF DOCK.



LINE	LENGTH	BEARING
L1	28.08	S77°18'50"W
L2	23.05	N46°47'25"W
L3	26.74	N28°57'07"E
L4	22.03	S88°58'58"W
L5	22.61	S88°58'58"W
L6	44.48	S88°58'58"W
L7	17.07	N24°31'55"W
L8	17.00	N84°31'50"W
L9	21.90	S40°00'32"E
L10	48.66	S88°30'01"E
L11	70.68	S81°11'18"E
L12	78.43	S80°57'18"E

PROPERTY LINE FOLLOWS THE 50% INCL. CONTOUR

PROPOSED EASEMENT PER

OCCONEE COUNTY

OCCONEE COUNTY, SOUTH CAROLINA

STEPHEN R. EDWARDS & ASSOCIATES, INC.
1402 W. 14th ST., WEST LANE, S.C. 29569
(803) 776-1150

REVISED: 11-28-2013
DATE: 11-28-2013

JOB NUMBER: 11-170

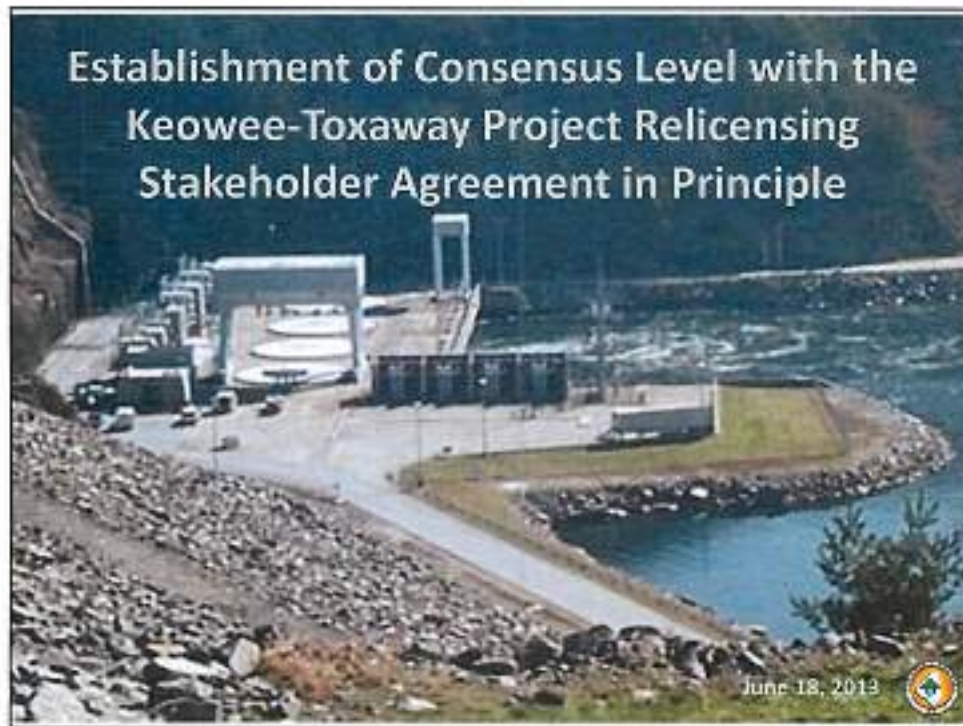


STEPHEN R. EDWARDS & ASSOCIATES, INC. PROFESSIONAL SURVEYOR No. 19881

STEPHEN R. EDWARDS & ASSOCIATES, INC. PROFESSIONAL SURVEYOR No. 19881

STEPHEN R. EDWARDS P.L.L.C. NO. 28861

151-00-01-007 P10



The Project

- The Keowee-Toxaway Project includes Lake Keowee, Lake Jocassee, and their hydroelectric facilities (Note: Oconee Nuclear Station and Bad Creek are licensed separately)
- Impacts of the project reach far beyond simply providing for electric generation capacity- economic development, recreational opportunities, water supply for our growing region, as well as enhancing a wide range of natural and cultural resources
- Virtually everyone in the region is touched by the impacts of the project in one way or another

Background: Relicensing the Keowee-Toxaway Hydroelectric Project

- Original 50-year license issued by Federal Energy Regulatory Commission (FERC) in 1966; expires in August 2016
- Duke Energy seeking 40-year license
- Utilizing FERC's Integrated Licensing Process (ILP) to develop application
- Stakeholders develop proposal for operating project under new license
- Non-binding Agreement in Principle (AIP) used as model for formal Relicensing Agreement (RA)

Effort to Develop AIP

- Stakeholder team composed of 40 representatives from 22 organizations
- Includes environmental/conservation organizations, local governments, homeowner groups, lake-area developers, water suppliers, Eastern Band of the Cherokee Nation, state resource agencies, federal agencies, and Duke Energy
- Began meetings in 2009, with document drafting initiated last year; AIP released May 17, 2013
- More than 10,000 person-hours to this point

Some Key Items in AIP

Note: Many proposals are conditioned on one or more parties signing AIP

- Normal Minimum Elevations:
 - Jocassee- 1096 AMSL (Full Pond 1110' AMSL)
 - Keowee- 796 AMSL (Full Pond 800' AMSL)
- New Low Inflow Protocol (drought plan) that reduces downstream flows, water supplier withdrawals, and triggers lower operating ranges for lakes
- Only in Stage 4 drought (worst conditions) are lakes allowed maximum drawdown (Jocassee 30'; Keowee 10')
- Lake Keowee to be kept at or above 791.5' AMSL until usable storage reaches 12%, when no further releases downstream made

Some Key Items in AIP (Cont.)

- \$600,000 to Oconee County Conservation Bank
- \$10,000 annually for an environmental and anti-litter program in Oconee County schools
- A number of land conservation efforts in both Oconee and Pickens County
- Many upgrades to recreational facilities at lake access areas
- Rules changed to allow dock owners to 'follow the water' during droughts

Some Key Items in AIP (Cont.)

- Stabilization of erosion on nine Lake Keowee islands
- Creation of a Habitat Enhancement Program for aquatic and wildlife habitat
- More than \$1,000,000 in seed money for a Source Water Protection Program to maintain water quality
- Plus *many* other proposals

What Does Signing the AIP Mean?

- Primary members of stakeholder team sign to indicate their organization's level of support for what is contained in AIP
- Those indicating consensus with AIP signify that, to their knowledge at the time of the signing, their organization will sign the RA; team members from supporting organizations will immediately begin work on developing RA from AIP
- Those indicating a lack of consensus walk away from the process, with any AIP proposals conditioned on their support subject to not being included in the RA

Expectation of Supporting Stakeholders

All parties signing AIP and RA are expected to support Duke Energy's application for a new license by:

- Submitting statements of support during comment periods set by reviewing agencies
- Undertaking “reasonable efforts” to obtain necessary regulatory actions
- Not supporting any entity attempting to delay or alter the terms of the new license from those set forth in the Relicensing Agreement

Level of Consensus

The AIP utilizes a 5-point scale to indicate levels of consensus:

- 1***complete consensus*
- 2***strong consensus with minor reservation*
- 3***moderate level of consensus with significant reservations*
- 4***consensus with major reservations*
- 5***lack of consensus ('walking away' from the process)*

Staff Request

It is the staff's request that Council formally establish the County's level of consensus with the Keowee-Toxaway Project relicensing stakeholder Agreement in Principle utilizing the scale described, and authorize the Chairman to execute a letter indicating the rating.

Duke Relicensing comments

Motion: I move that we authorize our Chairman to sign the AIP letter with a top rating of 1.

Comments:

This has been an ~~extensive~~ intensive public/private project which Duke has undertaken in an effort to ensure all community interests are represented.

OC staff, municipal reps and citizen-based organizations have invested hundreds, if not thousands of hours.

They have represented a diversity of interests and viewpoints extremely well.

While no such AIP or Relicensing Agmt. will be perfect, nor satisfy everyone, this comes very close.

The most controversial issue of a new worst case drought protocol (Level 4) has been discussed and explained at length.

Simplify put, it is a much better contingency plan than exists today.

The real challenge for planning our future water supply shouldn't rest on Duke's shoulders, but on Federal, State and local elected officials and the communities they represent.

We are overdue, but not too late, to seriously engage ourselves, and insist on an ongoing, productive plan that involves conservation, future demand and taking advantage of new technologies.

Duke and the stakeholders team have done their part. Now it is time for us to do ours.

CPC

FAO (D) 106
S

Presentation: Determination of Consensus Level on Proposals in Keowee-Toxaway Stakeholder Agreement in Principle

Art Holbrooks, Primary Stakeholder Team Member

Background:

The process of relicensing a hydro-electric operation such as Duke Energy's Keowee-Toxaway Project is a lengthy, complex, and extremely costly effort not to be taken for granted. With so much at stake, predictability, efficiency, and timeliness are at a premium in meeting the requirements for getting a new license. With this in mind, Duke Energy chose to use the optional Integrated Relicensing Process (ILP) offered by the Federal Energy Regulatory Commission (FERC) to prospective licensees. By utilizing a team of representatives from stakeholder groups possessing a wide array of interests associated with the project, the ILP provides for early identification of issues and resolution of studies needed prior to filing the application; the integration of other stakeholder permitting process needs into a single framework; and the establishment of a timeframe with firm deadlines governing the actions of all stakeholders, even FERC. Oconee County has been a participant in the process since the inception of the effort in 2009.

As noted above, one of the great benefits to the license applicant utilizing the ILP is the establishment of a strict timeframe that binds all participants, with the schedule broken down into a series of milestones that ultimately lead to the development and submission of a complete and well-supported application. The recent release of the stakeholder Agreement in Principle (AIP) marked one of these milestones. The AIP, which resulted from many hours of discussion and negotiation aimed at addressing stakeholder interests, sets forth proposals for how the Keowee-Toxaway Project would be operated under a new license. It should not be overlooked, however, that some stakeholder interests do not always fall in line with others; at times, some may even be in direct conflict. As a result, the work of assembling a document such as the AIP cannot merely be focused on reciting the goals of each stakeholder, but instead must center on identification of what is truly important to each party, and then attempting to seek a balance that, while sometimes perhaps not offering everything all parties would like, provides the best overall approach. It is the Keowee-Toxaway Project relicensing stakeholder team's belief that the AIP does that.

It must be emphasized that the AIP's purpose is not to obligate the parties to any action, but is meant to serve as a tool used to communicate the stakeholder's level of consensus with the provisions within it, and thereby better provide for the development of a Relicensing Agreement (RA) supported by all of the parties involved- as a major part of FERC's review process is to consider any challenges to a prospective licensee's proposed manner of operating a project, gaining the support of stakeholders for the license prior to filing is perhaps the most important benefit of FERC's optional licensing process. To that end, following the signing of the AIP in

July, those parties indicating consensus will begin work on developing a RA based on the AIP. This will be the instrument that will put into effect all of the terms proposed in the AIP. Again, the AIP is itself non-binding, meaning that without the RA the assorted upgrades to recreation facilities, the preservation of certain properties, the significant support in funding (such as that offered to the Oconee County Conservation Bank and other stakeholder groups), as well as the dozens of other technical, financial and operational proposals in the AIP, are no more than words on a page. Both the AIP and RA will be filed with FERC as part of the relicensing process.

Action Requested:

As an active participant in the Keowee-Toxaway Project relicensing stakeholder process, Oconee County, through its primary stakeholder team member, is expected to take part along with the other participating groups in the signing of the AIP in July. Because the primary purpose of the signing is to indicate stakeholder consensus with the proposals contained in it, **guidance from County Council on what level of consensus exists is needed.**

The AIP utilizes a 5-point scale to indicate levels of consensus as follows:

- '1' indicates complete consensus with the provisions of the AIP
- '2' indicates a strong level of consensus with a minor reservation(s)
- '3' indicates a moderate level of consensus with significant reservations
- '4' indicates consensus with major reservations
- '5' indicates a lack of consensus

Note: Stakeholders rating their level of consensus at a 4 are to provide a Major Reservations Statement consisting of a 500-or-fewer-word statement describing the reasons for the rating, noting the specific elements of the AIP disagreed with. Stakeholders indicating a lack of consensus by a rating of 5 are to provide a Dissension Statement consisting of a 500-or-fewer-word statement describing the reasons for dissenting, noting the specific elements of the AIP disagreed with.

It is requested that County Council formally establish the County's level of consensus with the Keowee-Toxaway Project relicensing stakeholder Agreement in Principle utilizing the scale described above, and authorize the Chairman to complete and sign the attached letter indicating the rating.

A complete copy of the AIP can be accessed at <http://www.duke-energy.com/lakes/keowee-toxaway-relicensing.asp>

Oconee County
Council Office

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864 718 1023
Fax: 864 718 1024

E-mail:
nhulse@oconeesc.com

Paul Corbeil
District I

Wayne McCall
District II

Archie Barron
District III

Joel Thrift
District IV

Reginald T. Dexter
District V



June 18, 2014

Mr. Jeff Lineburger
Duke Energy Carolinas, LLC,
526 South Church Street,
P.O. Box 1006, Charlotte, NC 28201

Dear Mr. Lineberger;

The Oconee County Council, in session duly assembled, Tuesday, June 18, 2013, with quorum present and voting rated the Keowee-Toxaway Stakeholder Agreement in Principal [AIP] as follows:

_____ 1
_____ 2
_____ 3
_____ 4
_____ 5

Sincerely,

Joel Thrift
Council Chairman

cc: file



**Oconee County
Administration**

D. Glenn Breed
Assistant
Administrator
Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864 638-4245
Fax: 864 638-4246

E-mail:
gbreed@oconeesc.com

COUNCIL

Paul Corbeil
District I

Wayne McCall
District II

Archie Barron
District III

Joel Thrift
District IV
Chairman

Reginald T. Dexter
District V



MEMO

To: County Council

From: Glenn Breed, Assistant County Administrator

CC: Scott Moulder, County Administrator

RE: Keowee Falls Fire Substation

As requested, we have revised the scope and associated costs of construction of the Keowee Falls Fire Substation. This project now entails construction of the road and other parts of the project being completed in-house by our Public Works staff. The contractor will be responsible for construction of the building and other related site work.

The revised cost of the project for your consideration is as follows:

Contractor Cost	\$155,376
County (In-House) Cost	<u>\$ 26,534</u>

Total Revised Project Cost **\$ 181,910**

I will be glad to address any additional questions you may have.
Thank you.



NOTES
LAW ENFORCEMENT, PUBLIC SAFETY, HEALTH & WELFARE COMMITTEE MEETING
June 10, 2013

COMMITTEE MEMBERS
Mr. Wayne McCall, Chairman, District II
Mr. Archie Barron, District III
Mr. Joel Thrift, District IV

Proposed Dog & Cat Population Control Ordinances

Ms. Elizabeth Anderson addressed the Committee regarding a proposed pet population control ordinance.

The committee took the matter under advisement.

Duke Energy Lease Agreement: Mosquito Point, Oconee County, Lake Keowee [Project #007553-390301]

MOTION REQUIRED: The Committee recommends to full Council that the lease be approved as presented.

Public Education Program: Texting While Driving

Sheriff Mike Crenshaw addressed the Committee regarding issues related to a distracted driving ordinance. Sheriff Crenshaw requested assistance from the county attorney to draft language.

MOTION REQUIRED: The Committee recommends to encourage the County Delegation to move forward with a state wide law regarding distracted drive ban.

Mosquito Control

Mr. McCall reviewed with those present the increasing risk of standing water in yards, fields, etc. as the mosquito population increases in our area.

The committee took the matter under advisement.

Drug Paraphernalia / Sheriff Mike Crenshaw

Sheriff Crenshaw addressed the Committee regarding not only drug paraphernalia but also loitering. He provided the Committee with two handouts [copies filed with these minutes] with proposed draft language obtained after review of various county and municipal ordinances dealing with the same matters.

MOTION REQUIRED: The Committee recommends that the Sheriff work with the county attorney to draft an ordinance to be brought to Council for approval.

Dry Hydrants

Mr. McCall, Mr. Moulder and Mr. Breed addressed concerns related to the lack of dry hydrants in Oconee County.

The committee took the matter under advisement.

Fire Boats

Mr. McCall recognized Mr. Breed who addressed the Committee noting that discussions regarding donated US Coast Guard boats have stalled; noting that staff continues to try to contact the Coast Guard and GSA to resolve issues related to a boat donation.

The committee took the matter under advisement.

County Wide Recycling Program / Mr. Breed

Mr. McCall tabled this matter at the request of staff for 60-90 days to allow completion of a proposed county wide recycling program.



CLIENT: Oconee County
 PROJECT: Stone Pond Subdivision

D&F JN: 110.00
 CALC BY: 9PR
 DATE: 05/15/13

Scope of Engineering Services:

Task		
1 Topographic Survey		9 Construction Administration
2 Field Investigation and Geotech Exploration		10 Construction Site Visits
3 Road and Stormdrain Design		11 Replace Property Corners
4 Permitting		12 As-Built Survey
5 Utility Coordination		13 Erosion Control Inspections
6 Project Specifications		14 Full Time Inspection Services
7 Community Meetings		
8 Project Bidding		

Engineering Cost Estimate

Task	Principal	Proj. Mng.	Engr.	Spec Writer	Comp Tech	Survey Crew	Sr. Inspector	Designer	Clerical
1	1	6	6		18	60			
2	10		10						
3	12	44	190						
4	1	4	22						
5		2	12						
6	4	12		6					10
7		18	24		12				
8	6	18	13	6					32
9	6	32	22						
10									
11		40				100		40	
12		4				40		24	
13									
14							960		
15									
16									
Total	40	178	299	12	30	200	960	64	48

Principal	40	@		\$ 175.00 / hour =	\$ 7,000.00
Project Manager	178	@		\$ 135.00 / hour =	\$ 24,030.00
Engineer	299	@		\$ 105.00 / hour =	\$ 31,395.00
Specifications Writer	12	@		\$ 130.00 / hour =	\$ 1,560.00
Computer Technician	30	@		\$ 70.00 / hour =	\$ 2,100.00
Survey Crew Chief	200	@		\$ 70.00 / hour =	\$ 14,000.00
Survey Field Technician	200	@		\$ 55.00 / hour =	\$ 11,000.00
Senior Inspector	960	@		\$ 100.00 / hour =	\$ 96,000.00
Designer	64	@		\$ 90.00 / hour =	\$ 5,760.00
Clerical	48	@		\$ 60.00 / hour =	\$ 2,880.00

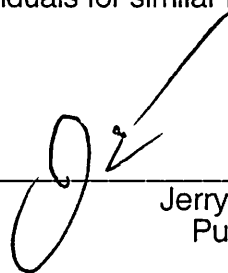
In-House Labor Sub Total = \$ 195,725.00
 Sub-contracted work, Lump Sum = \$ 5,350.00
 Total Labor = \$ 201,075.00
 Expenses = \$ 6,510.00
 Grand Total = \$ 207,585.00

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

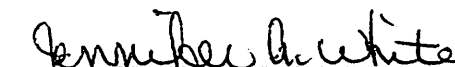
**IN RE: Oconee County Board of Zoning Appeals
Public Hearing - June 18, 2013
Ordinance 2013-11**

BEFORE ME the undersigned, a Notary Public for the State and County above named, this day personally came before me, Jerry Edwards, who being first duly sworn according to law, says that he is the Publisher of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said paper on June 7, 2013 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Jerry Edwards
Publisher

Subscribed and sworn to before me this
7th day of June A.D. 2013



Jennifer A. White
Notary Public for South Carolina
My Commission Expires: 05/18/2014

LEGALS

PLAINT TO THE... The Thomas County Board of Commissioners...

LEGALS

TO ADVERTISE THE... THE CITY OF WESTON... THE CITY OF WESTON...

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HOME IMPROVEMENT TERMITE CONTROL... The City of Weston... 864.784.1148

LANDSCAPING J. WINGHESTER FARM... Mulch, Lawn Care... 854-373-9255

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PAINTING Priority Painting... When You Stained On It... 864.784.1148

PAINTING HOME IMPROVEMENT... Painting, Drywall, Carpentry... 972-7169

PAINTING TERMITE CONTROL... The City of Weston... 864.784.1148



.....LEGAL AD.....

**PLEASE ADVERTISE IN THE NEXT ISSUE
OF YOUR NEWSPAPER**

The **Oconee County Council** will hold Public Hearings for **Ordinance 2013-11** "AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF WALHALLA FOR THE ADMINISTRATION AND ENFORCEMENT OF BUILDING CODES WITHIN THE CITY OF WALHALLA; TO AUTHORIZE OCONEE COUNTY BUILDING CODE PERSONNEL TO ADMINISTER AND ENFORCE BUILDING CODES WITHIN THE CITY OF WALHALLA; TO AMEND ARTICLE II, ENTITLED *REGULATORY CODES*, OF CHAPTER 6, ENTITLED *BUILDINGS AND BUILDING REGULATIONS*, OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, SO AS TO PROVIDE FOR THE AUTOMATIC ADOPTION OF THE LATEST EDITION OF CERTAIN INTERNATIONAL AND NATIONAL CODES APPROVED BY THE SOUTH CAROLINA BUILDING CODES COUNCIL OR THE APPROPRIATE AUTHORITY; AND OTHER MATTERS RELATED THERETO", **Ordinance 2013-12** "AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF WEST UNION FOR THE ADMINISTRATION AND ENFORCEMENT OF BUILDING CODES WITHIN THE TOWN OF WEST UNION; TO AUTHORIZE OCONEE COUNTY BUILDING CODE PERSONNEL TO ADMINISTER AND ENFORCE BUILDING CODES WITHIN THE TOWN OF WEST UNION; AND OTHER MATTERS RELATED THERETO", **Ordinance 2013-14** "AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF WESTMINSTER FOR THE ADMINISTRATION AND ENFORCEMENT OF BUILDING CODES WITHIN THE CITY OF WESTMINSTER; TO AUTHORIZE OCONEE COUNTY BUILDING CODE PERSONNEL TO ADMINISTER AND ENFORCE BUILDING CODES WITHIN THE CITY OF WESTMINSTER; AND OTHER MATTERS RELATED THERETO", **Ordinance 2013-15** "AN ORDINANCE AUTHORIZING THE TRANSFER OF EASEMENTS FOR INGRESS, EGRESS AND UTILITIES ACROSS CERTAIN OCONEE COUNTY REAL PROPERTY AND AUTHORIZING THE EXECUTION AND DELIVERY OF AGREEMENTS RELATED TO THE SAME; AND OTHER MATTERS RELATED THERETO" on Tuesday, June 18, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

Citizens wishing to speak regarding these ordinances may do so by signing up at the meeting. Written comments may be submitted at any time prior to the hearing for inclusion in the official record. Submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

T. Scott Moulder
Administrator

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864 718 1023
Fax: 864 718 1024

E-mail
bhulse@oconeesc.com

Paul Corbei
Vice Chairman
District I

Wayne McCall
District II

Archie Barron
District III

Joel Thrift
District IV
Chairman

Reginald T. Dexter
District V



Beth Hulse

From: Classified Ads <classadmgr@upstatetoday.com>
Sent: Thursday, June 06, 2013 11:30 AM
To: Beth Hulse
Subject: Re: Public Hearings for 2013-11, 12, 14, 15 - 6-18-13

Beth,
I made the change... the other ordinance numbers were ok?

Patty

On Thu, Jun 6, 2013 at 11:21 AM, Beth Hulse <bhulse@oconeesc.com> wrote:

SOOOO Sorry

Ordinance 2013-14 needs to have the number changed to 2013-13.....THANKS

Elizabeth G. Hulse

Clerk to County Council

Oconee County Administrative Offices

415 South Pine Street

Walhalla, SC 29691

[864-718-1023](tel:864-718-1023)

[864-718-1024](tel:864-718-1024) [fax]

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From: Classified Ads [mailto:classifiedmgr@upstatetoday.com]
Sent: Thursday, June 06, 2013 10:16 AM
To: Beth Hulse
Subject: Re: Public Hearings for 2013-11, 12, 14, 15 - 6-18-13

Good Morning Beth,

I have the public hearing scheduled for tomorrow, June 7th. Total cost is 121.70.

Thanks,

Patty

On Thu, Jun 6, 2013 at 9:29 AM, Beth Hulse <bhulse@oconeesc.com> wrote:

Please run at your earliest convenience.

Thanks.

Elizabeth G. Hulse

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Beth Hulse

From: Beth Hulse
Sent: Thursday, June 06, 2013 9:31 AM
To: Beth Hulse; Chad Dorsett; Greenville News (localnews@greenvillenews.com); Kevin; Norman Cannada (ncannada@upstatetoday.com); Ray Chandler; Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com)
Subject: Public Hearings at June 18, 2013 Council Meeting: Ordinances 2013-11, 2013-12, 2013-14, 2013-15

The **Oconee County Council** will hold Public Hearings for **Ordinance 2013-11** "AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF WALHALLA FOR THE ADMINISTRATION AND ENFORCEMENT OF BUILDING CODES WITHIN THE CITY OF WALHALLA; TO AUTHORIZE OCONEE COUNTY BUILDING CODE PERSONNEL TO ADMINISTER AND ENFORCE BUILDING CODES WITHIN THE CITY OF WALHALLA; TO AMEND ARTICLE II, ENTITLED *REGULATORY CODES*, OF CHAPTER 6, ENTITLED *BUILDINGS AND BUILDING REGULATIONS*, OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, SO AS TO PROVIDE FOR THE AUTOMATIC ADOPTION OF THE LATEST EDITION OF CERTAIN INTERNATIONAL AND NATIONAL CODES APPROVED BY THE SOUTH CAROLINA BUILDING CODES COUNCIL OR THE APPROPRIATE AUTHORITY; AND OTHER MATTERS RELATED THERETO", **Ordinance 2013-12** "AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF WEST UNION FOR THE ADMINISTRATION AND ENFORCEMENT OF BUILDING CODES WITHIN THE TOWN OF WEST UNION; TO AUTHORIZE OCONEE COUNTY BUILDING CODE PERSONNEL TO ADMINISTER AND ENFORCE BUILDING CODES WITHIN THE TOWN OF WEST UNION; AND OTHER MATTERS RELATED THERETO", **Ordinance 2013-14** "AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF WESTMINSTER FOR THE ADMINISTRATION AND ENFORCEMENT OF BUILDING CODES WITHIN THE CITY OF WESTMINSTER; TO AUTHORIZE OCONEE COUNTY BUILDING CODE PERSONNEL TO ADMINISTER AND ENFORCE BUILDING CODES WITHIN THE CITY OF WESTMINSTER; AND OTHER MATTERS RELATED THERETO", **Ordinance 2013-15** "AN ORDINANCE AUTHORIZING THE TRANSFER OF EASEMENTS FOR INGRESS, EGRESS AND UTILITIES ACROSS CERTAIN OCONEE COUNTY REAL PROPERTY AND AUTHORIZING THE EXECUTION AND DELIVERY OF AGREEMENTS RELATED TO THE SAME; AND OTHER MATTERS RELATED THERETO" on Tuesday, June 18, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

Citizens wishing to speak regarding these ordinances may do so by signing up at the meeting. Written comments may be submitted at any time prior to the hearing for inclusion in the official record. Submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Elizabeth G. Hulse
Clerk to County Council
Oconee County Administrative Offices

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Walhalla, SC 29691
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PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

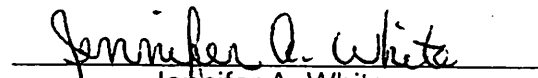
**IN RE: Oconee County Council
 Public Hearing - June 18, 2013
 Ordinance 2013-07**

BEFORE ME the undersigned, a Notary Public for the State and County above named, this day personally came before me, Jerry Edwards, who being first duly sworn according to law, says that he is the Publisher of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said paper on June 11, 2013 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.




Jerry Edwards
Publisher

Subscribed and sworn to before me this
11th day of June A.D. 2013



Jennifer A. White
Notary Public for South Carolina
My Commission Expires: 05/18/2014



**Oconee County
Council Office**

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Administrator

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Paul Corbeil
Vice Chairman
District I

Wayne McCall
District II

Archie Barron
District III

Joel Thrift
District IV
Chairman

Reginald T. Dexter
District V

.....LEGAL AD.....

**PLEASE ADVERTISE IN THE NEXT ISSUE
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The **Oconee County Council** will hold a Public Hearing for **Ordinance 2013-07** "AN ORDINANCE AUTHORIZING THE TRANSFER AND CONVEYANCE OF CERTAIN REAL PROPERTY; AND OTHER MATTERS RELATED THERETO" on Tuesday, June 18, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.

Citizens wishing to speak regarding these ordinances may do so by signing up at the meeting. Written comments may be submitted at any time prior to the hearing for inclusion in the official record. Submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.



Beth Hulse

From: Beth Hulse
Sent: Friday, June 07, 2013 11:58 AM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: 2013-07 - pub hear - 6-18-13
Attachments: 060613 - PH 2013-07, 6-18-13.doc

Please run at your earliest convenience.
Thanks.

Elizabeth G. Hulse

Clerk to County Council

Oconee County Administrative Offices

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Beth Hulse

From: Beth Hulse
Sent: Friday, June 07, 2013 11:59 AM
To: Beth Hulse; Chad Dorsett; Greenville News (localnews@greenvillenews.com); Kevin; Norman Cannada (ncannada@upstatetoday.com); Ray Chandler; Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com)
Subject: Public Hearing: 2013-07

The **Oconee County Council** will hold a Public Hearing for **Ordinance 2013-07 "AN ORDINANCE AUTHORIZING THE TRANSFER AND CONVEYANCE OF CERTAIN REAL PROPERTY; AND OTHER MATTERS RELATED THERETO"** on Tuesday, June 18, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

Citizens wishing to speak regarding these ordinances may do so by signing up at the meeting. Written comments may be submitted at any time prior to the hearing for inclusion in the official record. Submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Elizabeth G. Hulse

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