



# PUBLIC COMMENT SESSION SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

Tuesday, May 3, 2011

6:00 PM

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

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

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

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

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

### PLEASE PRINT INFORMATION BELOW

	FULL NAME	AGENDA ITEM FOR DISCUSSION	NON-AGENDA ITEM FOR DISCUSSION
1	X Mike Lucas	Broadband	Broadband Service/Grant
2	X Joe RUKAT (SDOC)		BROADBAND SERVICE
3	X Tom Markovich	Budget	
4	X JOHN W. ADAMS		BROADBAND
5	X VAN MILLER		Broadband
6	X Dick Ross		
7	X GLEN MCPHEETERS	ZONING	
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19	X BT?		
20			

**May 3, 2011**

Good evening, members of the Oconee County Council. My name is Glen McPheeters, and I live in south Oconee County, in Fair Play.

As there is another rezoning petition before you this evening, I wanted to speak briefly about the importance of this effort. Nobody needs to tell you how much controversy this subject can raise among citizens of the county, however, I wanted to publicly applaud you for your determination in sticking with it. Any new program and process is bound to suffer from a few bumps during implementation, and the County's zoning enabling ordinance is no exception. You should take comfort, however, in knowing that the groundwork has been laid to ensure a smoother process going forward. Under the new leadership of Ryan Honea, the planning commission is demonstrating their support and commitment to getting it right, and the planning department appears to be in lock-step supporting them.

Effective planning is critically important in assuring the desired outcome. Examples of the failure of good planning can be seen at any number of exits along I-85 between here and Atlanta. By proactively implementing the enabling ordinance, you have truly done the heavy lifting and taken those hard first steps of preparing Oconee County for the future. Whether "the future" is a year from now, or 15 to 20 years from now, we are ready, and are in a position to logically direct the changes that come with growth. We will survive these initial implementation challenges, and the County will be better off because of your commitment to this cause. Thank you for your personal dedication to, and investment in Oconee County.

# Parent Access of Student Records via PowerSchool

PowerSchool Statistics for April 26, 2011 | 2010-11

Student Grades Accessed via Internet   PowerSchool Parent Portal	
Total logins by parents:	100,385
Number of students whose records were accessed:	3640 / 11624 (31.3%)
Avg. length of parent visit (minutes):	6.5
Avg. length of student visit (minutes):	2.0
Avg. number of parent logins per day:	0.1
Avg. number of student logins per day:	0.0
Avg. number of parent and student logins per day combined:	0.1
Progress Reports Emailed to Parents   PowerSchool Parent Portal	
Number of parents signed up to receive progress reports via email:	1045 (41.6%)

PowerSchool Parent Portal gives parents and students access to real-time information including attendance, grades and detailed assignment descriptions, school bulletins, lunch menus and even personal messages from the teacher. Everyone stays connected: Students stay on top of assignments, parents are able to participate more fully in their student's progress, and teachers can use their grade book to make decisions on what information they want to share with parents and students.





#### 2011 Board of Directors

#### Executive Committee:

##### Van Miller

Board Chair, Blue Granite Studio

##### Julian Davis

Vice Chair, Nationwide Insurance

##### Chris Lee

Past Chair, Walmart

##### Allen White

Treasurer, Oconee Federal

##### Bette Borman

Secretary, GBA Productions

#### Board Members

##### Mark Akridge

Edward Jones

##### Lisa Anacona

Carolina Home Real Estate

##### Gene Blair

Chickasaw Point

##### Robert Cook

Duke Energy

##### Kathy Cromer

Magic Shears

##### Vic Holley

Foothills Insurance

##### Hunter Kome

Oconee Medical Center

##### Michael Leonard

##### David Ownbey

American Elevator Inc.

##### Mike Stinard

Home Depot

##### Michael Thorsland

School District of Oconee County

##### Scott Toussaint

Toussaint Law Firm

##### Bob Walker

Carolina Plumbing Supply

##### Todd Bennington

Borg Warner, Ex Officio Member

Representing Industry

#### Honored Council:

District I - Paul Corbeil, District II - Wayne McCall, District III - Archie Barron,

District IV - Joel Thrift, Chairman, District V - Reg Dexter

On behalf of businesses throughout Oconee County, the Oconee County Chamber of Commerce strongly urges County Council to do everything they can to assure that the Broadband project is completed in Oconee County. The future of our county depends on high-speed access; this project is too important to be cast aside.

The Broadband project for Oconee County is critical to the near and long-term growth and well being of our County. High-speed Internet access is absolutely necessary to provide technological capabilities for:

**Our Future Jobs** – access to high speed Internet is a basic—and growing—requirement for existing business and industry and those looking for a new location. It is simply a “must have” for today and certainly for the future.

**Economic Development** – the types of businesses and industries we can attract expands dramatically when high speed Internet is available.

**Our Schools** – education is dependent on high-speed Internet access and the current bandwidth does not provide for our children’s future educational needs. Nor does it allow the school district the bandwidth that they need to properly administer the school district.

**Our Medical Facilities** – as Oconee Medical Center and other medical providers work to comply with a federal mandate to have medical records on line (a cost and time saver for us all), the lack of bandwidth available will hamper compliance and more effective treatment for our citizens.

**Emergency Services** – and public safety are dependent on technology. They simply must have the bandwidth needed in order to serve all the residents of Oconee County.

**Our Libraries** – are almost at maximum capacity now. In order to meet future needs, more bandwidth is necessary.

**Our County Government** – with tax and service information on line, the need for wider community access in order to conduct county business efficiently—and keep taxes in check—is dependent on this broadband project.

**Security** – currently, there is only one broadband line coming into Oconee County with limited capacity. This Broadband project provides a second line with 10 times the capacity and protects Oconee against Internet access being disrupted.

The Oconee County Chamber applauds the Council and County Administrator for undertaking this project initially and, while there are always challenges with visionary undertakings, we believe this County can and must meet the challenges. Prudent decisions today will benefit Oconee County for many years to come.

Completing the Broadband project may be the single most important project for our future. We urge the Council to find a way to complete it. This opportunity will not present itself again.

Van Barton Miller - Board Chair  
Greater Oconee County Chamber of Commerce

P.O. Box 855, Seneca, SC 29679 - Office: 864.882.2097

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



2501 Davis Creek Road, Seneca, SC 29678 USA  
Telephone: 864-654-4922 Fax: 864-654-9560  
greenfield.information.gfi.com www.gfi.com

---

**Oconee County Offices:**  
415 South Pine St  
Walhalla, SC 29691

**Administrator:**  
Mr. Scott Moulder

**Honored Council Members:**  
Mr. Joel Thrift - Chairman  
Mr. Paul Corbell  
Mr. Wayne McCall  
Mr. Archie Barron  
Mr. Reg Dexter

Dear Sirs,

Greenfield Industries is very interested and supports the proposed FOCUS Project to install high Speed Fiber data services throughout Oconee County. Our desire is to purchase or lease Dark Fiber from Oconee County to service the Greenfield Headquarters and Manufacturing Plant located on Davis Creek Road in Seneca. Because of the large bandwidth and value, this project supports our long-term plans for growth and cost reduction at our Seneca headquarters.

Currently, we contract with an Atlanta based company to host all of our servers in support the Greenfield business model. Our plans are to move our servers to a site closer to Seneca. By having access to this high-speed network, Greenfield would be supporting growth of a data center host company right here in Oconee County.

**Please let me know if I can be of service to the County in support of this wonderful project!**

Best Regards,

W. Clyde Fowler

Vice President, Information Services  
Greenfield Industries  
864-654-4922 ext 121

**Beaverdam Baptist Association**  
**1659 Sandifer Boulevard, Seneca, South Carolina 29678-0906**  
**(864) 882-7070 FAX (864) 882-4737 e-mail:**  
**[beaverdambassoc@bellsouth.net](mailto:beaverdambassoc@bellsouth.net)**

May 3, 2011

Dear Council Member,

Over the past few days over 362 tornadoes have wrecked havoc all across the United States, including a record-setting 312 in one 24-hour period. The National Weather Service categorized several of those tornadoes as EF-5 tornadoes. (Winds exceeding 200 MPH) According to The National Oceanic and Atmospheric Administration, between 8 a.m. Wednesday and the same time Thursday, 340 people were killed in the storms. That makes April 27, 2011, the deadliest single day for tornadoes since March 18, 1925. In Alabama alone the number of lives lost and people still missing is staggering. On Monday, May 2 the Disaster Relief Team from the Beaverdam Baptist Association, one of the largest Disaster Relief Teams in the state of South Carolina, was called out to assist with clean-up of the devastation left behind by these tornadoes.

It was because of our involvement in disaster relief efforts both in Oconee County as well as all across our nation, that in 2010 we were asked to participate in the application process for federal funds to be used in the installation of a fiber optic network all across Oconee County. It was our understanding that a countywide broadband network, aside from providing internet access to remote areas of the county, would also be a tremendous resource if our county were ever to experience a disaster similar to that which affected Alabama and Georgia last week. In light of these recent events I would urge Council to consider all of the benefits of such a countywide fiber optic network before terminating this project.

In closing, "Thank you" so much for your service to our county.  
Respectfully Submitted,

*Rev. David Shirley*

Rev. David Shirley  
Director of Missions  
Beaverdam Baptist Association  
Seneca, South Carolina

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: May 03, 2011**  
**COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

2<sup>nd</sup> Reading of Ordinance 2011-10: "AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO"

**BACKGROUND OR HISTORY:**

The proposed Ordinance 2011-10 stems from a citizen-initiated rezoning request submitted by William Porter, Jr. The request consists of 2 parcels, with a total acreage comprising of approximately 233 acres in the Control Free District, located off Armstrong and North Retreat Roads in Oconee County. As submitted both parcels would be rezoned into Traditional Rural District (TRD). Oconee County Council took first reading in caption only on April 5, 2011 and referred the matter to the Planning Commission for their review.

The Commission reviewed the request at their regularly scheduled meeting on April 18, 2011. Planning staff presented the request and made a recommendation to the Commission regarding the proposed rezoning and its compliance with the Comprehensive Plan. After considering both staff and citizen input, the Commission voted unanimously to recommend Council both parcels into the Traditional Rural District.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

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

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]  
If no, explain briefly: N/A

**STAFF RECOMMENDATION:**

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

**FINANCIAL IMPACT:**

None Anticipated

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

Are Matching Funds Available: Yes / No  
If yes, who is matching and how much: N/A

**ATTACHMENTS**

Copy of Ordinance 2011-10 written to reflect the Planning Commission's recommendation (includes recommended map)

Summary of the Planning Commission meeting on April 18, 2011 detailing discussion and consideration of the matter, to include staff's recommendation

**Reviewed By/ Initials:**

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

**Submitted or Prepared By:**

**Approved for Submittal to Council:**



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

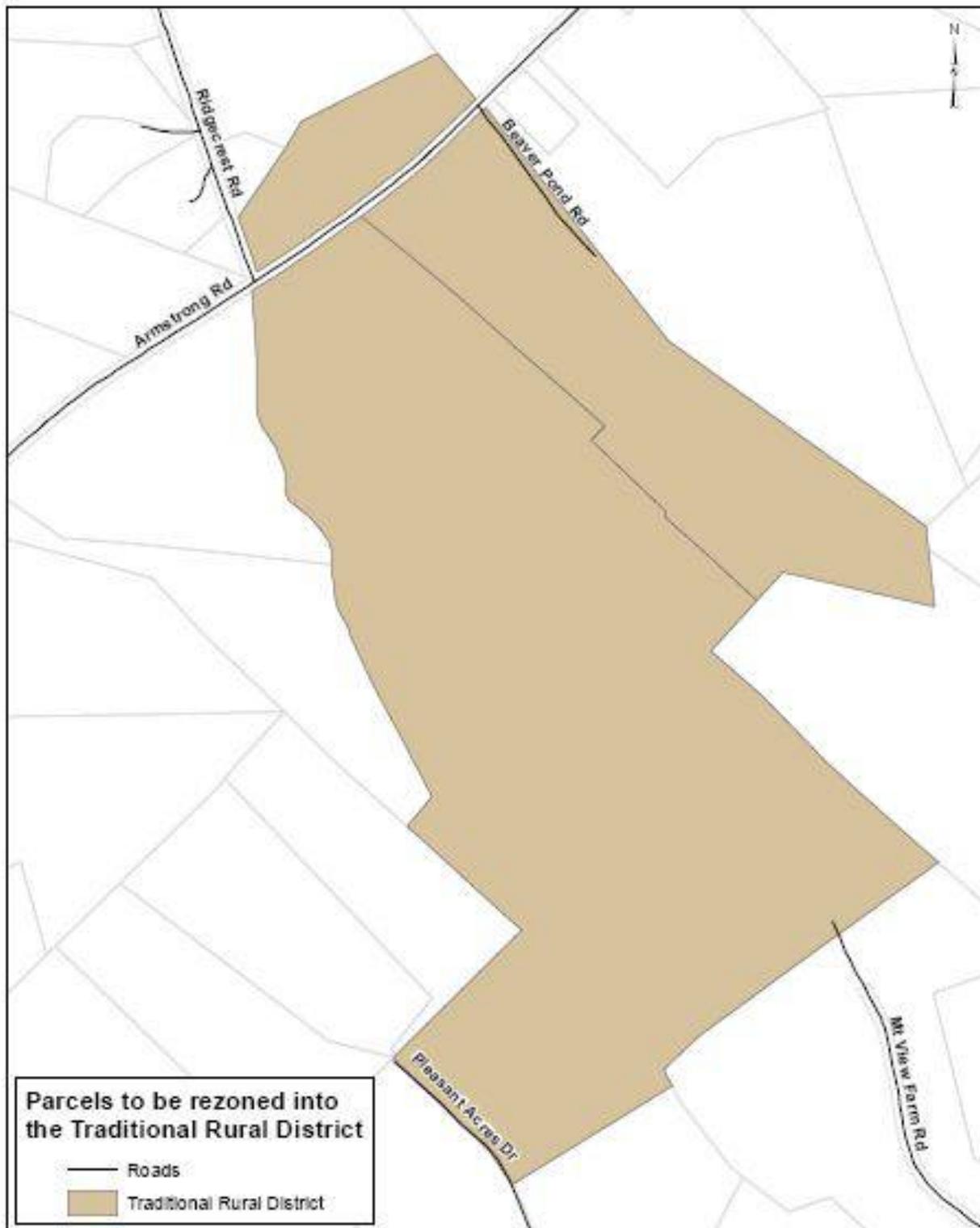
\_\_\_\_\_  
**Scott Moulder, County Administrator**

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

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

Ref: Armstrong/ Retreat Area

## Armstrong Retreat Area Rezoning Proposal as Recommended by the Planning Commission



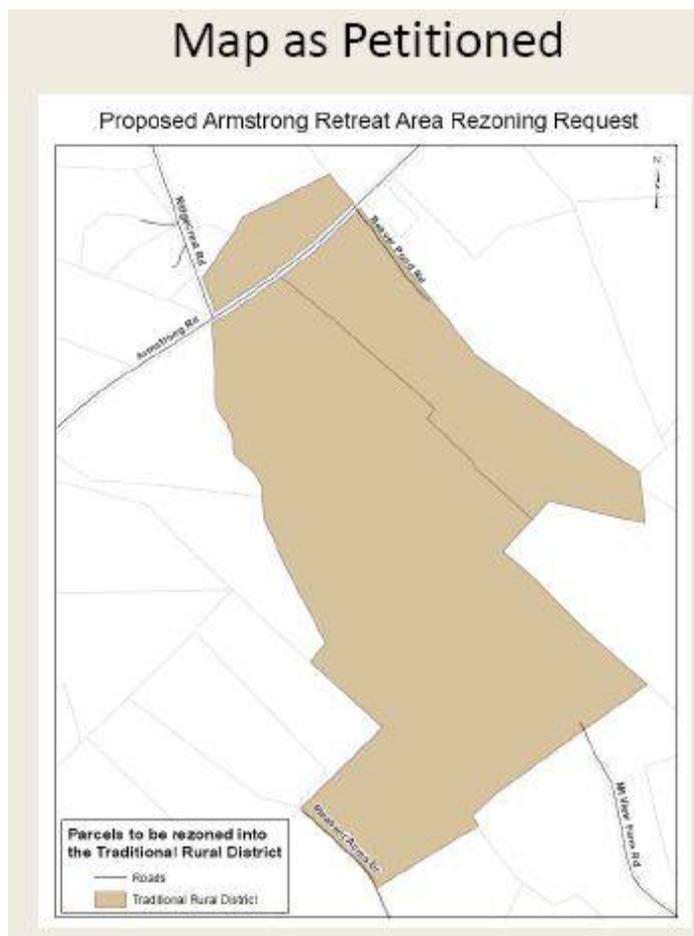
*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility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

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

Ordinance 2011-10

Mr. Gadsby informed the Commission that the proposed ordinance stems from a citizen-initiated rezoning request, which consisted of two parcels comprising approximately 233 acres currently in the Control Free District, located off of Armstrong and North Retreat Roads in Oconee County. Both parcels were being considered for the Traditional Rural District. County Council took 1<sup>st</sup> reading in caption only at their meeting on April 5, 2011 and referred the matter to the Planning Commission for review and consideration.

The following was presented to the Commission as part of their review:

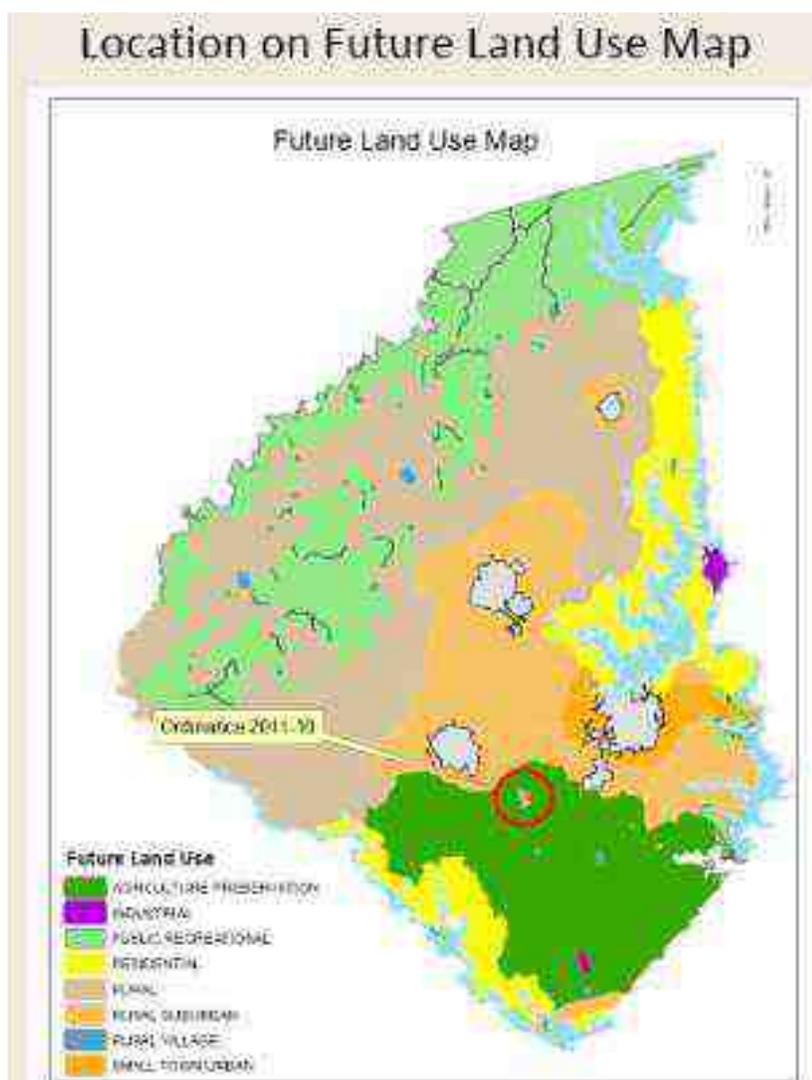


*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility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

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

## Public Input Received to Date

- We have received no additional public input to date



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

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

## Future Land Use Area: Agricultural Preservation Area

### Compatible Zoning Districts

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

## Currently Adopted Zoning in FLUM Area

- Agricultural District
- Traditional Rural District

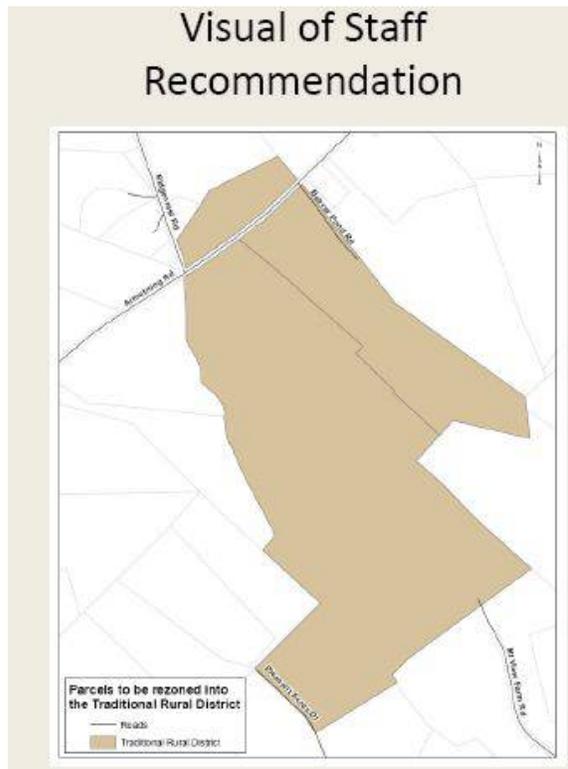
*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility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

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

## Staff Recommendation

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

## Visual of Staff Recommendation



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

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

Ref: Armstrong/ Retreat Area

Staff Recommendation:

This rezoning request lies in the agricultural preservation area on the future land use map. The traditional rural district complies with the comprehensive plan and is consistent with the zoning that has been adopted in this area by County Council. Therefore, we recommend the request be forwarded to County Council after consideration is given to all public input. With the consensus of the Commission, staff will develop other alternatives for consideration.

There was no public comment.

**Mr. Abbott made a motion to recommend the Traditional Rural District to County Council. Mr. Moore seconded the motion. The motion passed unanimously.**

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

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

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE NO. 2011-10**

**AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO**

**WHEREAS**, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the “Act”), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended (the “Code”) to adopt zoning regulations and districts; and,

**WHEREAS**, Oconee County Council has heretofore, by and through its Zoning Enabling Ordinance, 2007-18, finally adopted on November 6, 2008 (the “Zoning Enabling Ordinance”, or “ZEO”), codified at Chapter 38 of the Oconee Code of Ordinances (the “Oconee County Code”), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

**WHEREAS**, subsequent to the adoption of the Zoning Enabling Ordinance, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

**WHEREAS**, in accordance with the Act and the Zoning Enabling Ordinance, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment’s compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend the Zoning Enabling Ordinance, as codified at Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm the Zoning Enabling Ordinance and other provisions of Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

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

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

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

Parcel (Tax Identification Number)

278-00-03-009
278-00-03-010

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

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

**ATTEST:**

**FOR OCONEE COUNTY:**

\_\_\_\_\_  
Elizabeth G. Hulse  
Oconee County Clerk to Council

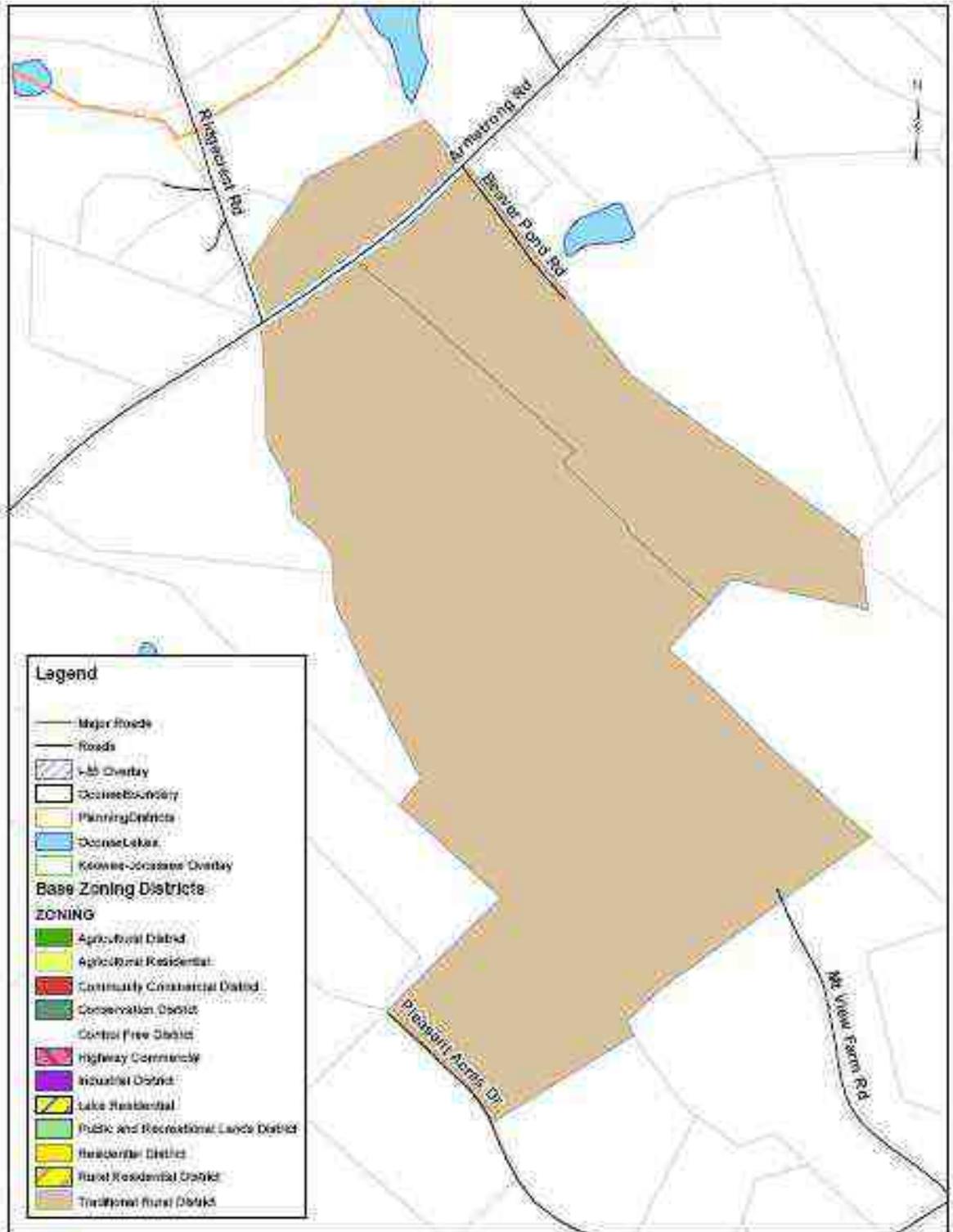
\_\_\_\_\_  
Scott Moulder  
County Administrator

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas L. Martin  
Oconee County Attorney

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_

## APPENDIX A Parcels Rezoned by Ordinance 2011-10



DRAFT

**Section 2-381. Purpose:**

The purpose of this division is to reorganize and reconstitute the Oconee County Parks, Recreation and Tourism Commission and provide for the duties and authorities for the Oconee County Parks, Recreation and Tourism Commission.

**Section 2-382. Membership:**

Membership of the commission shall be in accordance with Section 6-4-25 of the South Carolina Code of Laws, 1976, as amended. The membership of the commission shall be seven in number, selected and appointed by a majority vote of county council voting in any meeting of county council, duly assembled. In accordance with Section 6-4-25 of the South Carolina Code of Laws, 1976, as amended, four members shall be selected from the hospitality industry of the County. At least two of the hospitality industry members shall be from the lodging industry and at least one member shall represent the cultural organizations of the County. All members of the commission shall reside in the county. Membership of the commission shall be selected on an at-large basis and representative of all areas of the County with a majority of the membership coming from no one area. County council may receive recommendations for members of the commission from the Greater Seneca Chamber of Commerce, the Greater Wilhalla Chamber of Commerce, the Greater Westminster Chamber of Commerce, and the Oconee Alliance as partnering tourism agencies, and county council welcomes any such recommendations; however, county council is not required to wait on such recommendation(s) before county council selects and appoints any of the membership positions, nor is county council obligated to select and appoint any person recommended. Notwithstanding any other provision hereof, the complete selection and appointing authority for the entire commission rests with county council, and the ultimate decision of whom to select and appoint for any of the membership positions is that of county council, by a majority vote of the membership of the county council voting in any meeting of county council, duly assembled, with or without any recommendation.

The director of Oconee County Parks, Recreation and Tourism and the executive director of the Mountain Lakes Convention and Visitor's Bureau shall serve as ex-officio, non-voting members of the commission.

Should any voting member of this commission move and establish residence outside the County, such moving shall constitute a resignation by said member and a replacement member shall be appointed by county council, in the same manner as in which original appointments are made, to fill the remainder of the unexpired term of any resigned member.

**Section 2-383. Term of Members.**

Each member shall serve for a term of four years, except that the initial term of three designated members shall be for a period of two years, and thereafter all members shall serve for a four year term or until their successors in office are duly appointed, qualified and installed in office.

No member may serve more than two full four-year terms consecutively, after which such member must observe a minimum of a one-year furlough from service on such board before being eligible for reappointment for up to another two consecutive terms, before taking another furlough of at least one year. A partial term, either as the result of a sabbatical to establish staggered terms, or as a result of appointment to complete an unexpired term of another member, does not count as a full four-year term.

If or in the event any member of the commission shall fail to attend fifty percent of the regularly scheduled meetings within a period of twelve calendar months, he or she shall be deemed to have

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE NO. 2011-12**

**AN ORDINANCE TO REPEAL DIVISION 2 OF ARTICLE III OF CHAPTER 30 OF THE OCONEE COUNTY CODE OF ORDINANCES; TO AMEND ARTICLE IV OF CHAPTER 2 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AMENDING THE MEMBERSHIP REQUIREMENTS, DUTIES AND RESPONSIBILITIES OF THE OCONEE COUNTY PARKS, RECREATION AND TOURISM COMMISSION; 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 Sections 4-9-30, 6-4-25, and 6-29-350 of the South Carolina Code, 1976, as amended (the “State Code”), among other sources, to create a commission to make recommendations on the expenditure of revenue generated from the accommodations tax collected pursuant to Section 6-1-500, et seq of the State Code and Division 1 of Article III of Chapter 30 of the Oconee County Code of Ordinances, and to provide for the selection and appointment of members to said commission; and,

**WHEREAS**, County Council has heretofore, by and through Oconee County Ordinance 1998-01, codified at Division 2 of Article III of Chapter 30 of the Oconee County Code of Ordinances, provided for certain procedures regarding the appointment, selection, requirements, duties and responsibilities of the Oconee County Accommodations Tax Advisory Committee, in part to meet the statutory requirements of the commission described in the preceding paragraph; and,

**WHEREAS**, County Council has heretofore, by and through Oconee County Ordinance 1985-11, codified at Division 4 of Article IV of Chapter 2 of the Oconee County Code of Ordinances, provided for certain procedures regarding the appointment, selection, requirements, duties and responsibilities of the Oconee County Arts and Historical Commission; and,

**WHEREAS**, County Council has heretofore, by and through Oconee County Ordinance 2003-26, which was subsequently replaced by Oconee County Ordinance 2007-11, and codified at Division 4 of Article IV of Chapter 2 of the Oconee County Code of Ordinances, provided for certain procedures regarding the appointment, selection, requirements, duties and responsibilities of the Oconee County Recreation Commission, which was renamed the Oconee County Parks, Recreation and Tourism Commission by and through Ordinance 2007-11; and,

**WHEREAS**, on or about February of 1992 the Greater Seneca Chamber of Commerce, the Greater Walhalla Chamber of Commerce, and the Greater Westminster Chamber of Commerce, recognizing a need for a Tourism Commission in Oconee County, formed the Oconee Tourism Commission, and although the members of the Oconee Tourism Commission, the Oconee Tourism Commission itself and the Chambers of Commerce who have supported the Oconee Tourism Commission have faithfully served the needs of Oconee County for almost twenty years, County Council recognizes and acknowledges a need to consolidate the duties and responsibilities of the Oconee Tourism Commission into a County-created commission; and,

**WHEREAS**, County Council continues to strongly support the promotion of tourism and destination marketing by the Mountain Lakes Convention and Visitor's Bureau, and to support the continuance of the Mountain Lakes Convention and Visitor's Bureau as a priority through a combination of both the accommodations tax collected pursuant to Section 6-1-500, et seq of the State Code and Division 1 of Article III of Chapter 30 of the Oconee County Code of Ordinances as well as general fund-budgeted funds per the annual Oconee County budget ordinance; and,

**WHEREAS**, County Council strongly supports the promotion of tourism by local tourism agencies and supports the continuance of grant programs secured, in whole or in part, through the revenues generated by the accommodations tax collected pursuant to Section 6-1-500, et seq of the State Code and Division 1 of Article III of Chapter 30 of the Oconee County Code of Ordinances; and

**WHEREAS**, County Council deems it necessary and proper at this time, to repeal Division 2 of Article III of Chapter 30 of the Oconee County Code of Ordinances, to streamline the various committees and commissions, County and otherwise, assigned to various functions associated with the promotion and development of tourism in the County, and to amend the membership requirements, duties and responsibilities of the existing Oconee County Parks, Recreation and Tourism Commission to serve as both an advisory commission to the County on the accommodations tax collected pursuant to Section 6-1-500, et seq of the State Code and Division 1 of Article III of Chapter 30 of the Oconee County Code of Ordinances, and as an advisory commission of the County Parks, Recreation and Tourism Department; and

**WHEREAS**, County Council recognizes that through this ordinance, the existing Parks, Recreation and Tourism Commission, the existing State Accommodations Tax Advisory Committee, the existing Arts and Historical Commission, and the existing Oconee Tourism Commission shall combine their respective duties and responsibilities with regard to the accommodations tax collected pursuant to Section 6-1-500, et seq of the State Code and Division 1 of Article III of Chapter 30 of the Oconee County Code of Ordinances into the newly-constituted Oconee County Parks, Recreation and Tourism Commission with the resultant dissolution of the existing Oconee County State Accommodations Tax Advisory Committee and withdrawal of Oconee County recognition of and grant of authority to the existing Oconee Tourism Commission; and

**WHEREAS**, County Council desires for the Director of Oconee County Parks, Recreation and Tourism and the Executive Director of the Mountain Lakes Convention and Visitor's Bureau to serve as ex-officio, non-voting members of the Oconee County Parks, Recreation and Tourism Commission; and,

**WHEREAS**, County Council desires that the management of the thirty percent (30%) advertising and promotion fund of the State Accommodations Tax be granted to the Mountain Lakes Convention and Visitor's Bureau per Section 6-4-10(3) of the State Code; and,

**WHEREAS**, County Council desires for the hereby reorganized and reconstituted Oconee County Parks, Recreation and Tourism Commission to adopt guidelines for accommodations tax expenditures in accordance with state law and make recommendations to County Council for such expenditures, including without limitation, the annual budget allotment of the Mountain Lakes Convention and Visitor's Bureau and tourism grants to County Council, at least once annually.

**NOW, THEREFORE,** it is hereby ordained by 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. Inasmuch as Oconee County, either by ordinance, resolution or any other act or omission, has previously recognized the Oconee Tourism Commission, which is deemed in its Bylaws as a subcommittee of the Greater Seneca Chamber of Commerce, the Greater Walhalla Chamber of Commerce, and the Greater Westminster Chamber of Commerce, Oconee County, by and through County Council, hereby rescinds and removes any authority directly or impliedly granted to the Oconee Tourism Commission by Oconee County. Oconee County further consents to the dissolution of the Oconee Tourism Commission and hereby authorizes and directs the Chairman of County Council and the County Administrator to perform any acts necessary to effectuate and confirm the County's consent to the dissolution of the Oconee Tourism Commission.
3. Inasmuch as Oconee County, either by ordinance, resolution or any other act or omission, has directed the Arts and Historical Commission to recommend, advise or otherwise manage the expenditure of revenue generated from the accommodations tax collected pursuant to Section 6-1-500, et seq of the State Code, and Division 1 of Article III of Chapter 30 of the Oconee County Code of Ordinances, Oconee County, by and through County Council, hereby rescinds any authority directly or impliedly granted to the Arts and Historical Commission with regard to recommendation, advice or other management of or with regard to the expenditure of revenue generated from the accommodations tax collected pursuant to Section 6-1-500, et seq of the State Code, and Division 1 of Article III of Chapter 30 of the Oconee County Code of Ordinances. All other requirements, duties and responsibilities as set forth in Division 4 of Article IV of Chapter 2 of the Oconee County Code of Ordinances shall be retained by the Arts and Historical Commission and are hereby acknowledged and confirmed.
4. The existing Accommodations Tax Advisory Committee is hereby dissolved and Division 2 of Article III of Chapter 30 of the Oconee County Code of Ordinances, entitled *Accommodations Tax Advisory Committee*, is hereby repealed in its entirety.
5. Division 7 of Article IV of Chapter 2 of the Oconee County Code of Ordinances, entitled *Parks and Tourism Commission*, is hereby repealed, revised and replaced in its entirety to read as follows:

**“Section 2-381. Purpose.**

The purpose of this division is to reorganize and reconstitute the Oconee County Parks, Recreation and Tourism Commission and provide for the duties and authorities for the Oconee County Parks, Recreation and Tourism Commission.

**Section 2-382. Membership.**

Membership of the commission shall be in accordance with Section 6-4-25 of the South Carolina Code of Laws, 1976, as amended. The membership of the commission shall be seven in number, selected and appointed by a majority vote of county council voting in any meeting of county council, duly assembled. In accordance with Section 6-4-25 of the South Carolina Code of Laws, 1976, as amended, four members shall be selected from

the hospitality industry of the County. At least two of the hospitality industry members shall be from the lodging industry and at least one member shall represent the cultural organizations of the County. All members of the commission shall reside in the county. Membership of the commission shall be selected on an at-large basis and representative of all areas of the County with a majority of the membership coming from no one area. County council may receive recommendations for members of the commission from the Greater Seneca Chamber of Commerce, the Greater Walhalla Chamber of Commerce, the Greater Westminster Chamber of Commerce, and the Oconee Alliance as partnering tourism agencies, and county council welcomes any such recommendations; however, county council is not required to wait on such recommendation(s) before county council selects and appoints any of the membership positions, nor is county council obligated to select and appoint any person recommended. Notwithstanding any other provision hereof, the complete selection and appointing authority for the entire commission rests with county council, and the ultimate decision of whom to select and appoint for any of the membership positions is that of county council, by a majority vote of the membership of the county council voting in any meeting of county council, duly assembled, with or without any recommendation.

The director of Oconee County Parks, Recreation and Tourism and the executive director of the Mountain Lakes Convention and Visitor's Bureau shall serve as ex-officio, non-voting members of the commission.

Should any voting member of this commission move and establish residence outside the County, such moving shall constitute a resignation by said member and a replacement member shall be appointed by county council, in the same manner as in which original appointments are made, to fill the remainder of the unexpired term of any resigned member.

### **Section 2-383. Term of Members.**

Each member shall serve for a term of four years, except that the initial term of three designated members shall be for a period of two years, and thereafter all members shall serve for a four year term or until their successors in office are duly appointed, qualified and installed in office.

No member may serve more than two full four-year terms consecutively, after which such member must observe a minimum of a one-year furlough from service on such board before being eligible for reappointment for up to another two consecutive terms, before taking another furlough of at least one year. A partial term, either as the result of a short term to establish staggered terms, or as a result of appointment to complete an unexpired term of another member, does not count as a full four-year term.

If or in the event any member of the commission shall fail to attend fifty percent of the regularly scheduled meetings within a period of twelve calendar months, he or she shall be deemed to have resigned his position and may be replaced without notice by action of county council, as with any resigned member. Provided, however, if such absences are

excused by the chairman of the commission and the administrator, then this provision may be waived.

Members of the commission may be removed at any time by majority vote of county council, or may resign at any time. County council will fill the unexpired term of any removed or resigned member in the same manner, and with the same qualification, as in which original appointments are made.

**Section 2-384. Organization, Meeting, Officers.**

The commission shall meet at least once a month, at a time and place selected by the membership thereof, excepting that upon vote of the majority of its members, meetings for June and July may be suspended or waived since they fall in the busy tourism season.

At the January meeting of each even-numbered year, there shall be elected a chairman, a vice chairman and a secretary, together with such other officers as the commission may deem necessary, and these officers shall serve for a period of two years or until their successors are duly elected and qualified and installed. Vacancies in any such office by reason of death, resignation or replacement shall be filled in the same manner for the unexpired term of the officer whose position becomes vacant.

In addition, the commission may duly adopt such policies and procedures as may be necessary for the orderly performance of its duties and functions and conduct of business of the Commission. All policies and procedures which may be adopted by the commission for the orderly performance of its duties shall comply with the provisions of the general law of the State of South Carolina and of this Ordinance, and of all other Ordinances of Oconee County, including but not limited to the Freedom of Information Act.

**Section 2-385. Powers and Duties.**

The duties of the commission shall be as follows:

(a) To advise county council on any matter affecting the County Parks, Recreation and Tourism department, with emphasis on the promotion of Parks, Recreation and Tourism, the operation of County Parks and the encouragement of tourism in the County. In no event, however, shall this Commission enter into any contracts, contractual obligations, employment of personnel, and purchase of equipment or expenditure of funds not itemized and authorized in the budget under which it shall operate, without prior written consent, affirmation and authorization of county council. In any event, the power and authority to enter into any contract binding the county is vested with and shall remain in the administrator and county council and is not herein delegated to this Commission, which shall operate in an advisory capacity, only, through the County Parks, Recreation and Tourism department.

(b) To have the responsibilities and duties as are more fully set forth in Section 6-4-25 of the South Carolina Code of Laws, 1976, as amended, for tax advisory

commissions, including, without limitation, to serve as the advisory commission for Oconee County for all state and local accommodations tax collections and expenditures, including, without limitation, the sixty five percent (65%) tourism related expenditures fund and all local accommodations expenditures. There shall be a limitation of allocations made pursuant to this division of \$10,000.00 per request for any organization or entity which is not audited annually by an independent certified public accountant and \$25,000.00 per request for any organization or entity which is audited annually by an independent certified public accountant; provided, however, that such audits must be provided to and deemed acceptable by the commission before qualifying as annual audits under this section. This requirement may be waived by a majority vote of the county council given in open session, duly assembled, for good cause. All acts of the commission recommending or involving the expenditure of funds and other matters shall be subject to review and approval by the county council.

(c) To adopt guidelines for its duties and functions to fit the needs and time schedules of the area. The guidelines shall include the requirements for application for funds generated by the accommodation tax and to be distributed by the county.

(d) To participate in the recommendation for formulation of the budget and budgetary appropriations affecting the areas of concern for this commission.

(e) To prepare and present plans and recommendations to the Director of Oconee County Parks, Recreation and Tourism in the area of its activity, with recommendations for the implementation of such plans.

Any advice or recommendations to county council falling under the provisions of this Division may be prepared and presented orally by the chairman of the commission or by the Parks, Recreation and Tourism Director at a regularly scheduled meeting of county council after due notice for agenda purposes, or in writing forwarded to the administrator for dissemination to members of county council.

### **Section 2-386. Salaries and Funding.**

Each member of the commission shall be paid the sum of one hundred dollars per year, plus actual expenses for out of County travel, at the County's approved travel and per diem rates as sole compensation and only as funds allow. Any expense item or claim for same shall be first approved by the Director of Parks, Recreation & Tourism and submitted for approval and payment by county council. In no event shall any member of the commission be entitled to any other compensation, direct or indirect, for services on the commission and such member shall not provide any services, materials, products, goods or equipment to the County unless the same is sold or offered for sale in accordance with existing County and State purchasing procedures.

In the event that a member of the commission is a full time employee of Oconee County, he or she shall not be entitled to any additional compensation by reason of such service to the Oconee County Parks, Recreation and Tourism Commission.”

6. County Council hereby allocates the thirty percent (30%) advertising and promotion fund of the State Accommodations Tax to the Mountain Lakes Convention and Visitor’s Bureau per Section 6-4-10(3) of the South Carolina Code of Laws, 1976, as amended. The Mountain Lakes Convention and Visitor’s Bureau shall manage and direct the expenditure of these tourism promotion funds in accordance with Section 6-4-10(3) of the South Carolina Code of Laws, 1976, as amended. Before the beginning of each fiscal year, the Mountain Lakes Convention and Visitor’s Bureau shall submit to County Council for approval a budget of planned expenditures, hereunder. At the end of each fiscal year, the Mountain Lakes Convention and Visitor’s Bureau shall render an accounting of all expenditures hereunder to the County Council.

7. 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.

8. 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.

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

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

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

**ATTEST:**

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

\_\_\_\_\_  
Joel Thrift,  
Chairman, Oconee County Council

First Reading: April 19, 2011  
Second Reading: May 3, 2011  
Third Reading:  
Public Hearing:

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE NO. 2011-13**

**AN ORDINANCE AUTHORIZING THE TRANSFER OF CERTAIN OCONEE COUNTY REAL PROPERTY; AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY DEED; AUTHORIZING THE TRANSFER OF AN EASEMENT FOR INGRESS AND EGRESS ACROSS CERTAIN OCONEE COUNTY REAL PROPERTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT RELATED TO THE TRANSFER OF THE EASEMENT; 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 tract of land situate in Oconee County, consisting of some 415 acres, more or less, and being more fully shown and designated on certain deeds recorded in the office of the Register of Deeds for Oconee County, South Carolina in Deed Book 908, Page 201 and Deed Book 9U, Page 304, and having Oconee County TMS# 221-00-01-001 ("County Property"); and,

**WHEREAS**, New Horizon Electric Cooperative, Inc. ("New Horizon") wishes to acquire from the County, and if New Horizon promises to build an electric substation on the property to be transferred, the Oconee County Council desires to transfer to New Horizon, a 6.21 acre portion of the County Property ("6.21 Acre Property"), more fully described on a survey prepared by Souther Land Surveying, dated April 8, 2011, and attached hereto as Exhibit A and incorporated herein by this reference ("Survey"); and

**WHEREAS**, New Horizon wishes to acquire from the County, and the Oconee County Council desires to transfer to New Horizon, a temporary, non-exclusive right-of-way easement upon, over, through and across that certain piece, parcel or tract of land being contained within and located upon the County Property designated as "Easement for Ingress/Egress" on the Survey; and

**WHEREAS**, in accordance with the easement agreement, attached hereto as Exhibit B and incorporated by this reference ("Easement Agreement"), the County desires to declare, create and establish a temporary, non-exclusive easement for ingress and egress upon, over, through and across the Easement for Ingress/Egress for the benefit of New Horizon by execution and recording of the Easement Agreement; and,

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

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

1. The Oconee County Council hereby approves the purchase agreement, attached hereto as Exhibit C and incorporated by this reference ("Purchase Agreement"), requiring, in part, New Horizon to build an electric substation on the 6.21 Acre Property.
2. If New Horizon executes the Purchase Agreement, thereby contractually binding New Horizon to build an electric substation on the 6.21 Acre Property, the Oconee County Council hereby authorizes the transfer of the 6.21 Acre Property, shown and designated on the Survey, having the same metes, bounds, courses and distances as appear upon the Survey, unto New Horizon.
3. Upon New Horizon's execution of the Purchase Agreement, the Oconee County Administrator is hereby authorized and directed to execute and deliver a limited warranty

deed in the name of the County, and to take all other steps and actions as are necessary or appropriate to transfer the 6.21 Acre Property to New Horizon.

4. Upon the execution and delivery of the Purchase Agreement, Oconee County Council hereby authorizes the declaration, creation and establishment of a temporary, non-exclusive easement for ingress and egress upon, over, through and across the Easement for Ingress/Egress for the benefit of New Horizon, having the same metes, bounds, courses and distances as appear upon the Survey.

5. Upon the execution and delivery of the Purchase Agreement, the Oconee County Administrator is hereby authorized and directed to execute and deliver the Easement Agreement, and to take all other steps and actions as are necessary or appropriate to transfer the temporary easement interests to New Horizon.

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

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

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

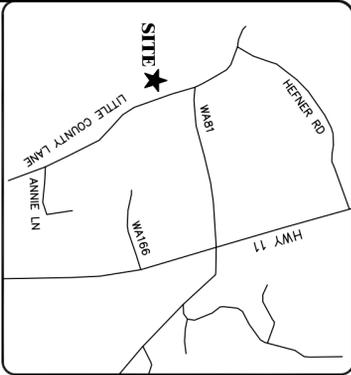
**ORDAINED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**ATTEST:**

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

\_\_\_\_\_  
Joel Thrift,  
Chairman, Oconee County Council

First Reading: April 19, 2011  
Second Reading: May 3, 2011  
Third Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_



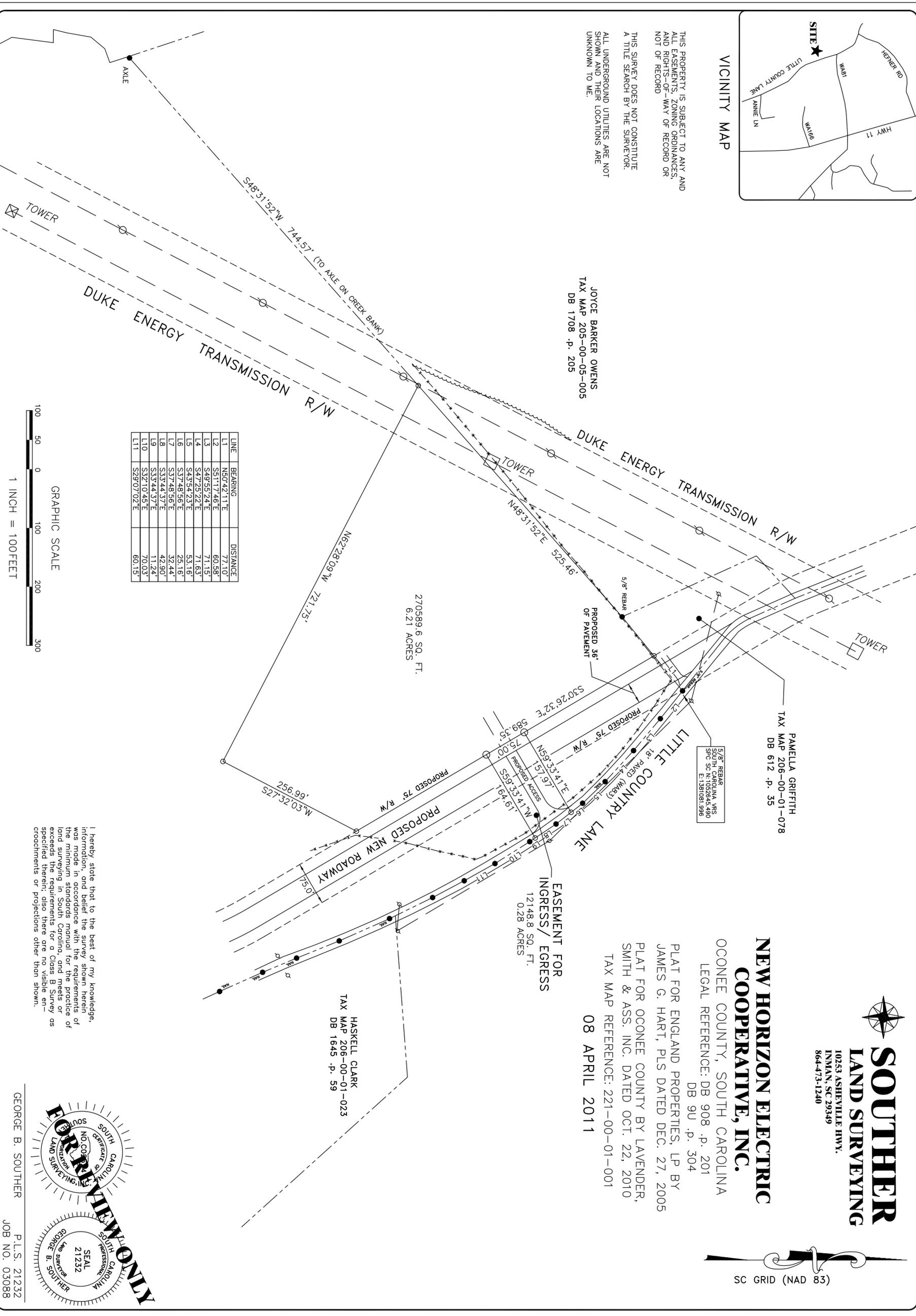
VICINITY MAP

THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, ZONING ORDINANCES, AND RIGHTS-OF-WAY OF RECORD OR NOT OF RECORD

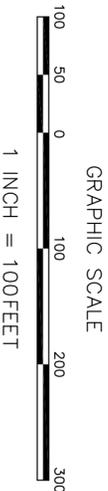
THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR.

ALL UNDERGROUND UTILITIES ARE NOT SHOWN AND THEIR LOCATIONS ARE UNKNOWN TO ME.

JOYCE BARKER OWENS  
TAX MAP 205-00-05-005  
DB 1708 .p. 205



LINE	BEARING	DISTANCE
L1	N50°42'11"E	77.10'
L2	S51°17'46"E	60.58'
L3	S49°55'24"E	71.15'
L4	S47°25'22"E	71.63'
L5	S45°54'23"E	53.16'
L6	S37°48'56"E	25.16'
L7	S37°48'56"E	32.44'
L8	S33°44'37"E	42.90'
L9	S33°44'37"E	11.24'
L10	S32°10'45"E	70.03'
L11	S29°07'02"E	60.15'



PAMELLA GRIFFITH  
TAX MAP 206-00-01-078  
DB 612 .p. 35

5/8" REBAR  
IN 1/4" VRS  
SPO SC N1052644-480  
E:1381081-986

EASEMENT FOR  
INGRESS/EGRESS  
12148.8 SQ. FT.  
0.28 ACRES

HASKELL CLARK  
TAX MAP 206-00-01-023  
DB 1645 .p. 59



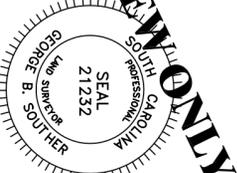
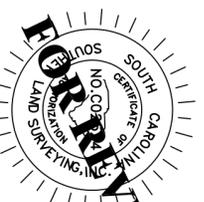
**SOUTHER**  
LAND SURVEYING  
10253 ASHEVILLE HWY.  
INMAN, SC 29349  
864-473-1240

**NEW HORIZON ELECTRIC  
COOPERATIVE, INC.**

OCONEE COUNTY, SOUTH CAROLINA  
LEGAL REFERENCE: DB 908 .p. 201  
DB 9U .p. 304  
PLAT FOR ENGLAND PROPERTIES, LP BY  
JAMES G. HART, PLS DATED DEC. 27, 2005  
PLAT FOR OCONEE COUNTY BY LAVENDER,  
SMITH & ASS. INC. DATED OCT. 22, 2010  
TAX MAP REFERENCE: 221-00-01-001  
08 APRIL 2011

SC GRID (NAD 83)

I hereby state that to the best of my knowledge, information, and belief the survey shown herein 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 visible encroachments or projections other than shown.



GEORGE B. SOUTHER

P.L.S. 21232  
JOB NO. 03088

STATE OF SOUTH CAROLINA )  
 ) EASEMENT FOR INGRESS & EGRESS  
COUNTY OF OCONEE )

This easement agreement for ingress and egress ("Agreement") is made effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between, OCONEE COUNTY, SOUTH CAROLINA ("Grantor") and NEW HORIZON ELECTRIC COOPERATIVE, INC. ("Grantee").

WHEREAS, Grantor owns certain real property located in Oconee County, South Carolina, consisting of some 415 acres, more or less, the deeds to which were recorded in the office of the Register of Deeds for Oconee County, South Carolina in Deed Book 908, Page 201 and Deed Book 9U, Page 304, and having Oconee County TMS# 221-00-01-001 ("Grantor Property") upon which Grantee wishes to construct and maintain an electric substation (the "Electric Substation") and certain appurtenances thereto; and,

WHEREAS, Grantor desires to grant Grantee a temporary, non-exclusive easement for ingress and egress upon, over, through and across the Easement for Ingress/Egress (as defined hereinbelow) for access to the 6.21 Acre Property (as defined hereinbelow).

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00), receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. GRANT OF EASEMENT. Grantor does hereby grant, bargain, sell, convey unto Grantee, its successors and assigns, a temporary, non-exclusive access easement (the "Easement for Ingress/Egress") for ingress and egress upon, over, through and across that certain piece, parcel or tract of land being contained within and located upon the Grantor Property and more specifically described as:

All that certain piece, parcel or lot of landing lying and being situate in Oconee County, South Carolina, designated as "Easement for Ingress/Egress" and more particularly described and shown on a plat thereof prepared by Souther Land Surveying, dated April 8, 2011, and recorded in Plat Book \_\_\_\_\_, at Page \_\_\_\_\_, records of Oconee County, South Carolina.

This being a portion of the property conveyed unto Oconee County by deed of \_\_\_\_\_ recorded in Deed Book 908, Page 201 and Deed Book 9U, Page 304, records of Oconee County, South Carolina.

2. PURPOSE OF EASEMENT. The Grantee may use the easement granted herein for ingress and egress upon, over, through and across the Easement for Ingress/Egress to access the property transferred to the Grantee by the Grantor pursuant to deed of Oconee County, recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_ records of Oconee County, South Carolina on \_\_\_\_\_ (the "6.12 Acre Property").

The Grantee understands and agrees that the Grantor's transfer of the 6.12 Acre Property and the easement granted herein pursuant to Oconee County Ordinance 2010-13 is contingent upon the Grantee's construction of an electric substation upon the 6.12 Acre Property.

3. BUILDINGS OR STRUCTURES. No buildings or permanent structures shall be placed within the Easement for Ingress/Egress.

4. GRANTOR'S RIGHTS. Grantor expressly reserves the right to use the lands covered by this Agreement for any purpose.

5. TERMINATION OF EASEMENT. Grantor may terminate this Agreement at any time without consent of Grantee, provided that such termination shall be evidenced by Grantor's recorded termination of easement which shall refer to this Agreement.

6. TRANSFER OR ASSIGNMENT. This Agreement shall extend to the parties hereto and be transferable, in whole or in part, to their successors and assigns.

7. AMENDMENT. This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and, unless stated otherwise hereinabove, may not be abrogated, modified, rescinded or amended in whole or in part without the express written consent of the parties or their respective successors or assigns. This Agreement and all amendments hereto shall be recorded in the public records of Oconee County, South Carolina.

8. NOTICES. Any notice, request, demand or other communication to be given to either party hereunder shall be in writing and shall, be given or served by depositing the same in the United States mail, postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same in person to such party or by private courier guaranteeing next day delivery.

The following is the address for notice purposes of Grantor:

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

The following is the address for notice purposes of Grantee:

New Horizon Electric Cooperative, Inc.

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

Either Party may lodge written notice of a change of address with the other. Notices shall be deemed given on the date of personal delivery to the specified Party, or the date of receipt indicated on the return receipt card, or on the date that the certified mail is rejected by the addressee. Each Party shall in good faith make reasonable efforts to deliver any notice required hereunder to the Party entitled to receive notice.

9. GOVERNING LAW: This Agreement shall be governed by and enforced in accordance with the laws of the State of South Carolina.

10. TIME OF ESSENCE: This is of the essence of this Agreement.

11. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts together shall be deemed to constitute one original document.





**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 \_\_\_\_\_, 2011 (“Effective Date”), by and between **OCONEE COUNTY, SOUTH CAROLINA**, a body corporate and politic existing under the laws of the State of South Carolina (“Seller”), and **NEW HORIZON ELECTRIC COOPERATIVE, INC.** a South Carolina Nonprofit Corporation (“Purchaser”).

**RECITALS**

A. Seller is the owner in fee simple title to that certain piece, parcel or tract of land (“Land”) consisting of approximately 6.21 acres and being more fully described on Exhibit A attached hereto and by reference made a part hereof; and

B. Purchaser desires to purchase the Property (as described below) for the purpose of constructing and operating the Substation (as defined below) thereon.

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

**AGREEMENT**

**1. SALE OF PROPERTY.**

1.1. Property. For and in consideration of **TEN AND 00/100 DOLLARS (\$10.00)** (“Purchase Price”), receipt of which is hereby acknowledged, 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 (“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. Taxes. The Property is not subject to special taxes or assessments for roadway, sewer, or water improvements or other public improvements and the Property is free and clear of any tax liens except for ad valorem tax liens that are not yet due and payable.

2.4. 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.

2.5. 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.

2.6. 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, materialmans lien, or other similar lien shall be of record against the Property as of Closing.

2.7. 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.

2.8. 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.

2.9. 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.

2.10. 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.

2.11. 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.

2.12. 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 one hundred twenty (120) 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. In connection therewith, within Ten (10) days from the Date of this Agreement, Seller shall deliver or make available to Purchaser true and correct copies of all contracts, leases, documents, agreements or other information which affects the use, condition (including environmental condition), operation or ownership 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 \_\_\_\_\_, \_\_\_\_\_. 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.
- (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.

6.3. Items Delivered to Purchaser at Closing. Seller shall deliver to Purchaser at closing an easement agreement (“Easement Agreement”) executed by Seller in substantially the form attached as Exhibit B hereto, or with such changes as may be agreed to by Seller and Purchaser,

execution of such Easement Agreement by Seller pursuant to this Section 6.3 and by Purchaser pursuant to Section 7.1 below to be deemed conclusive evidence of agreement to any such changes.

**7. PURCHASER'S DELIVERIES AT CLOSING.** At Closing, Purchaser shall deliver to Seller the following:

7.1. Easement Agreement. Purchaser's executed Easement Agreement in substantially the form attached as Exhibit B hereto, or with such changes as may be agreed to by Purchaser and Seller, execution of such Easement Agreement by Purchaser pursuant to this Section 7.1 and by Seller pursuant to Section 6.3 above to be deemed conclusive evidence of agreement to any such changes.

**8. 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.

**9. COMMISSIONS.**

9.1. 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.

**10. DEFAULT.**

10.1. 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.

10.2. 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.

**11. CONSTRUCTION OF SUBSTATION.**

11.1. Construction of Substation. Seller acknowledges and agrees that this Agreement is being entered into with the expectation that Purchaser build and commence operation of an electric substation and any necessary ancillary improvements ("Substation") on the Property before the date

which is four (4) years after the date of Closing. Seller hereby covenants and agrees that it will construct and commence operation of the Substation on or before May \_\_, 2015, and acknowledges that its agreement to construct and operate the Substation on the Property prior to the May \_\_, 2015 is a material term of this Agreement and a material inducement to Seller's agreement to convey the Property to Purchaser under this Agreement.

11.2. Attorney's Fees. If the Seller retains an attorney to enforce Section 11.1 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.

## 12. MISCELLANEOUS

12.1. 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.

12.2. 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.

12.3. 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 Substation, shall survive the Closing.

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

12.5. 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.

12.6. 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.

12.7. 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.

12.8. 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.

12.9. 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:

New Horizon Electric Cooperative, Inc.  
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.

12.10. 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.

12.11. 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.

12.12. Expiration of Offer. This Agreement shall be null and void and of no further force and effect if it shall not have been fully executed, with original copies delivered to both Seller and Purchaser, by \_\_\_\_\_, \_\_\_\_\_ at 5:00 P.M.

**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: \_\_\_\_\_

**PURCHASER:**

NEW HORIZON ELECTIC COOPERATIVE, INC.

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

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

Exhibit C

Exhibit A

*Description of Land*

All that certain piece, parcel or tract of land lying and being situate in Oconee County, South Carolina designated as "270589.6 SQ. FT., 6.21 ACRES" on a plat prepared by Southern Land Surveying dated April 8, 2011 and recorded in the office of the Register of Deeds for Oconee County, South Carolina on \_\_\_\_\_, 2011 in Plat Book \_\_\_\_\_, at Page \_\_\_\_\_.

Exhibit C

Exhibit B  
*Easement Agreement*

[see attached]

## **Ordinance 2011-13**

Mr. Moulder addressed changes presented for Council review at this meeting [copy of new ordinance: version 5 filed with these minutes prior to this section].

The following pages are the original ordinance [version 3] provided to council but not approved on 2<sup>nd</sup> reading.

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE NO. 2011-13**

**AN ORDINANCE AUTHORIZING THE TRANSFER OF CERTAIN OCONEE COUNTY REAL PROPERTY; AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY DEED; AUTHORIZING THE TRANSFER OF AN EASEMENT FOR INGRESS AND EGRESS ACROSS CERTAIN OCONEE COUNTY REAL PROPERTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT RELATED TO THE TRANSFER OF THE EASEMENT; 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 tract of land situate in Oconee County, consisting of some 415 acres, more or less, and being more fully shown and designated on certain deeds recorded in the office of the Register of Deeds for Oconee County, South Carolina in Deed Book 908, Page 201 and Deed Book 9U, Page 304, and having Oconee County TMS# 221-00-01-001 ("County Property"); and,

**WHEREAS**, New Horizon Electric Cooperative, Inc. ("New Horizon") wishes to acquire from the County, and if New Horizon builds an electric substation on the property to be transferred, the Oconee County Council desires to transfer to New Horizon, a 6.21 acre portion of the County Property ("6.21 Acre Property"), more fully described on a survey prepared by Souther Land Surveying, dated April 8, 2011, and attached hereto as Exhibit A and incorporated herein by this reference ("Survey"); and

**WHEREAS**, New Horizon wishes to acquire from the County, and the Oconee County Council desires to transfer to New Horizon, a temporary, non-exclusive right-of-way easement upon, over, through and across that certain piece, parcel or tract of land being contained within and located upon the County Property designated as "Easement for Ingress/Egress" on the Survey; and

**WHEREAS**, in accordance with the easement agreement, attached hereto as Exhibit B and incorporated by this reference ("Easement Agreement"), the County desires to declare, create and establish a temporary, non-exclusive easement for ingress and egress upon, over, through and across the Easement for Ingress/Egress for the benefit of New Horizon as well as a temporary easement upon, over, through and across the 6.21 Acre Property for construction of an electric substation by execution and recording of the Easement Agreement; and,

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

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

1. If New Horizon builds an electric substation on the 6.21 Acre Property in accordance with the purchase agreement, attached hereto as Exhibit C and incorporated by this reference ("Purchase Agreement"), the Oconee County Council hereby authorizes the transfer of the 6.21 Acre Property, shown and designated on the Survey, having the same metes, bounds, courses and distances as appear upon the Survey, unto New Horizon.
2. The Oconee County Administrator is hereby authorized and directed to execute and deliver the Purchase Agreement in the name of the County, and to take all other steps and actions as are necessary or appropriate to transfer the 6.21 Acre Property to New Horizon under the terms of the Purchase Agreement.
3. Oconee County Council hereby authorizes the declaration, creation and establishment of a temporary, non-exclusive easement for ingress and egress upon, over, through and across

the Easement for Ingress/Egress for the benefit of New Horizon, having the same metes, bounds, courses and distances as appear upon the Survey, and further authorizes the declaration, creation and establishment of a temporary easement upon, over, through and across the 6.21 Acre Property, for the purpose of construction of an electric substation.

4. The Oconee County Administrator is hereby authorized and directed to execute and deliver the Easement Agreement, and to take all other steps and actions as are necessary or appropriate to transfer the temporary easement interests to New Horizon.

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

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

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

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

**ATTEST:**

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

\_\_\_\_\_  
Joel Thrift,  
Chairman, Oconee County Council

First Reading: April 19, 2011  
Second Reading: May 3, 2011  
Third Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_



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

This easement agreement ("Agreement") is made effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between, OCONEE COUNTY, SOUTH CAROLINA ("Grantor") and NEW HORIZON ELECTRIC COOPERATIVE, INC. ("Grantee").

WHEREAS, Grantor owns certain real property located in Oconee County, South Carolina, consisting of some 415 acres, more or less, the deeds to which were recorded in the office of the Register of Deeds for Oconee County, South Carolina in Deed Book 908, Page 201 and Deed Book 9U, Page 304, and having Oconee County TMS# 221-00-01-001 ("Grantor Property") upon which Grantee wishes to construct and maintain an electric substation (the "Electric Substation") and certain appurtenances thereto; and,

WHEREAS, Grantor wishes to grant Grantee a temporary construction easement upon, over, through and across the 6.21 Acre Property (as defined hereinbelow) for the construction and maintenance of the Electric Substation upon the 6.21 Acre Property, which is intended to become the property of Grantee upon the completion of the Electric Substation; and,

WHEREAS, Grantor desires to grant Grantee a temporary, non-exclusive easement for ingress and egress upon, over, through and across the Easement for Ingress/Egress (as defined hereinbelow) for access to the 6.21 Acre Property.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00), receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. GRANT OF CONSTRUCTION EASEMENT. Grantor does hereby grant, bargain, sell, convey unto Grantee, its successors and assigns, a temporary easement (the "Construction Easement") upon, over, through and across that certain piece, parcel or tract of land (the "6.21 Acre Property") being contained within and located upon the Grantor Property and more specifically described as:

All that certain piece, parcel or lot of landing lying and being situate in Oconee County, South Carolina, designated as "270589.6 SQ. FT., 6.21 ACRES" and more particularly described and shown on a plat thereof prepared by Souther Land Surveying, dated April 8, 2011, and recorded in Plat Book \_\_\_\_\_, at Page \_\_\_\_\_, records of Oconee County, South Carolina.

This being a portion of the property conveyed unto Oconee County by deed of \_\_\_\_\_ recorded in Deed Book 908, Page 201 and Deed Book 9U, Page 304, records of Oconee County, South Carolina.

2. PURPOSE OF CONSTRUCTION EASEMENT. The Grantee may use the Construction Easement granted herein for the construction of the Electric Substation upon the 6.12 Acre Property. The Grantee understands and agrees that the Grantor's transfer of the 6.12 Acre Property to Grantee is contingent upon the Grantee's construction of the Electric Substation.

3. GRANT OF EASEMENT FOR INGRESS/EGRESS. Grantor does hereby grant, bargain, sell, convey unto Grantee, its successors and assigns, a temporary, non-exclusive access easement (the "Easement for Ingress/Egress") for ingress and egress upon, over, through and across that certain piece, parcel or tract of land being contained within and located upon the Grantor Property and more specifically described as:

All that certain piece, parcel or lot of landing lying and being situate in Oconee County, South Carolina, designated as "Easement for Ingress/Egress" and more particularly described and shown on a plat thereof prepared by Souther Land Surveying, dated April 8, 2011, and recorded in Plat Book \_\_\_\_\_, at Page \_\_\_\_\_, records of Oconee County, South Carolina.

This being a portion of the property conveyed unto Oconee County by deed of \_\_\_\_\_ recorded in Deed Book 908, Page 201 and Deed Book 9U, Page 304, records of Oconee County, South Carolina.

4. PURPOSE OF EASEMENT FOR INGRESS/EGRESS. The Grantee may use the easement granted herein for ingress and egress upon, over, through and across the Easement for Ingress/Egress to access the 6.12 Acre Property.

5. BUILDINGS OR STRUCTURES ON EASEMENT FOR INGRESS/EGRESS. No buildings or permanent structures shall be placed within the Easement for Ingress/Egress.

6. GRANTOR'S RIGHTS. Grantor expressly reserves the right to use the Easement for Ingress/Egress for any purpose.

7. TERMINATION OF EASEMENTS. Grantor may terminate this Agreement, in whole or in part, at any time without consent of Grantee, provided that such termination shall be evidenced by Grantor's recorded termination of easement which shall refer to this Agreement.

8. TRANSFER OR ASSIGNMENT. This Agreement shall extend to the parties hereto and be transferable, in whole or in part, to their successors and assigns.

9. AMENDMENT. This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and, unless stated otherwise hereinabove, may not be abrogated, modified, rescinded or amended in

whole or in part without the express written consent of the parties or their respective successors or assigns. This Agreement and all amendments hereto shall be recorded in the public records of Oconee County, South Carolina.

10. NOTICES. Any notice, request, demand or other communication to be given to either party hereunder shall be in writing and shall, be given or served by depositing the same in the United States mail, postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same in person to such party or by private courier guaranteeing next day delivery.

The following is the address for notice purposes of Grantor:

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

The following is the address for notice purposes of Grantee:

New Horizon Electric Cooperative, Inc.

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

Either Party may lodge written notice of a change of address with the other. Notices shall be deemed given on the date of personal delivery to the specified Party, or the date of receipt indicated on the return receipt card, or on the date that the certified mail is rejected by the addressee. Each Party shall in good faith make reasonable efforts to deliver any notice required hereunder to the Party entitled to receive notice.

11. GOVERNING LAW: This Agreement shall be governed by and enforced in accordance with the laws of the State of South Carolina.

12. TIME OF ESSENCE: This is of the essence of this Agreement.

13. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts together shall be deemed to constitute one original document.





**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 \_\_\_\_\_, 2011 (“Effective Date”), by and between **OCONEE COUNTY, SOUTH CAROLINA**, a body corporate and politic existing under the laws of the State of South Carolina (“Seller”), and **NEW HORIZON ELECTRIC COOPERATIVE, INC.** a South Carolina Nonprofit Corporation (“Purchaser”).

**RECITALS**

A. Seller is the owner in fee simple title to that certain piece, parcel or tract of land (“Land”) consisting of approximately 6.21 acres and being more fully described on Exhibit A attached hereto and by reference made a part hereof; and

B. Purchaser desires to purchase the Property (as described below) for the purpose of constructing and operating the Substation (as defined below) thereon.

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

**AGREEMENT**

**1. SALE OF PROPERTY.**

1.1. Property. For and in consideration of **TEN AND 00/100 DOLLARS (\$10.00)** (“Purchase Price”), receipt of which is hereby acknowledged, 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 (“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. Taxes. The Property is not subject to special taxes or assessments for roadway, sewer, or water improvements or other public improvements and the Property is free and clear of any tax liens except for ad valorem tax liens that are not yet due and payable.

2.4. 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.

2.5. 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.

2.6. 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, materialmans lien, or other similar lien shall be of record against the Property as of Closing.

2.7. 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.

2.8. 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.

2.9. 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.

2.10. 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.

2.11. 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.

2.12. 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 one hundred twenty (120) 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. In connection therewith, within Ten (10) days from the Date of this Agreement, Seller shall deliver or make available to Purchaser true and correct copies of all contracts, leases, documents, agreements or other information which affects the use, condition (including environmental condition), operation or ownership 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, the Earnest Money shall be promptly refunded to Purchaser, and neither party shall have any further obligation hereunder.

3.3. Status of Title. At Closing (as defined below) Seller shall deposit the Closing Documents (as such term is defined below) with Escrow Agent (as such term is defined below) 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. Purchaser acknowledges and agrees that title to the Property shall not pass to Purchaser until such time as the Closing Documents have been delivered to Purchaser pursuant to Section 11.2 below. Seller shall not create, cause or permit any encumbrance, impairment or transfer of title to the Property, other than as specifically provided herein, from the Closing until the earlier of the delivery of the Closing Documents by Escrow Agent pursuant to Section 11.2 below or the Escrow Termination Date (as such term is defined below);

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, including, but not limited to, mechanic's liens against the Property arising out of or related to Purchaser's construction of the Substation (as such term is defined below).

**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 \_\_\_\_\_, \_\_\_\_\_. 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 Escrow Agent at Closing. Seller shall deliver the following items (collectively, the "Closing Documents") at Closing to Escrow Agent (as such term is defined below):

- (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.

(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.

6.3. Items Delivered to Purchaser at Closing. Seller shall deliver to Purchaser at closing an easement agreement ("Easement Agreement") executed by Seller in substantially the form attached as Exhibit B hereto, or with such changes as may be agreed to by Seller and Purchaser, execution of such Easement Agreement by Seller pursuant to this Section 6.3 and by Purchaser pursuant to Section 7.1 below to be deemed conclusive evidence of agreement to any such changes.

**7. PURCHASER'S DELIVERIES AT CLOSING.** At Closing, Purchaser shall deliver to Seller the following:

7.1. Easement Agreement. Purchaser's executed Easement Agreement in substantially the form attached as Exhibit B hereto, or with such changes as may be agreed to by Purchaser and Seller, execution of such Easement Agreement by Purchaser pursuant to this Section 7.1 and by Seller pursuant to Section 6.3 above to be deemed conclusive evidence of agreement to any such changes.

**8. 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.

**9. COMMISSIONS.**

9.1. 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.

**10. DEFAULT.**

10.1. 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. Upon Purchaser delivering a copy of the written notice of termination to the Escrow Agent, Purchaser hereby authorizes and directs the Escrow Agent to immediately return the Closing Documents to Seller.

10.2. 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. Upon Seller delivering a copy of the written notice of termination to the Escrow Agent, Purchaser hereby authorizes and directs the Escrow Agent to immediately return the Closing Documents to Seller.

## **11. CONSTRUCTION OF SUBSTATION; ESCROW OF DOCUMENTS.**

11.1. Construction of Substation. Seller acknowledges and agrees that this Agreement is being entered into on the condition and with the expectation that Purchaser build and commence operation of an electric substation and any necessary ancillary improvements (“Substation”) on the Property before the date which is four (4) years after the date of Closing (“Escrow Termination Date”). Seller hereby covenants and agrees that it will construct and commence operation of the Substation prior to the Escrow Termination Date, and acknowledges that its agreement to construct and operate the Substation on the Property prior to the Escrow Termination Date is a material term of this Agreement and a material inducement to Seller’s agreement to convey the Property to Purchaser under this Agreement.

11.2. Escrow of Closing Documents. The Closing Documents shall be held in escrow by McNair Law Firm, P.A. as escrow agent (“Escrow Agent”) from Closing until the earlier of (i) the Escrow Termination Date, or (ii) such time as Purchaser has delivered to Seller the Escrow Termination Documents (as such term is defined below). Such Escrow Termination Documents shall not be deemed to have been delivered until actually received by Seller. In the event that Purchaser has not delivered the Escrow Termination Documents to Seller prior to the Escrow Termination Date, the Closing Documents shall be returned to Seller by Escrow Agent, in which event such Closing Documents may be destroyed by Seller and Seller shall have no further liability to Seller under this Agreement. In the event Seller receives, prior to the Escrow Termination Date, (a) a copy of a certificate of occupancy issued by Oconee County, South Carolina with respect to the Substation, and (b) an affidavit executed by an authorized representative of Purchaser stating that the Substation has then been completed and is capable of operation (collectively, the “Escrow Termination Documents”), then Escrow Agent shall, without further action or authorization of the parties hereto, deliver the Closing Documents to Purchaser. Purchaser acknowledges and agrees that title to the Property shall not pass to Purchaser, and the Closing Documents shall have no legal effect, until such time as the original Closing Documents have been delivered to Purchaser.

11.3. Title to Improvements. In the event that the Closing Documents are returned to Seller due to failure of Purchaser to deliver the Escrow Termination Documents to Seller prior to the Escrow Termination Date pursuant to Section 11.2 above, or in the event Seller terminates this Agreement due to a default or breach of this Agreement by Purchaser pursuant to Section 10.2 above, title to all improvements constructed on the Property by Purchaser shall vest in Seller without further action by either party hereto.

11.4. Insurance. Commencing on the date of Closing and continuing through the Escrow Termination Date, Purchaser shall, at Purchaser’s sole cost and expense, keep in full force and effect a commercial general liability insurance policy with respect to the use and occupancy of the Property acceptable to Seller in its sole discretion covering death, bodily injury, personal injury and property damage, with a contractual liability endorsement and with limits not less than One Million

and 00/100 Dollars (\$1,000,000.00) per occurrence and with the Seller named as an additional insured thereunder.

11.5. Indemnification. Purchaser shall indemnify and hold Seller harmless for any and all claims, loss, liability or damage incurred by Seller or resulting to the Property arising out of or relating to Seller's use or occupation of the Property during the period commencing with Closing and continuing until the earlier of the Escrow Termination Date or delivery of the Closing Documents to Purchaser pursuant to Section 11.2 above. The provisions of this Section 11.5 shall survive Closing, the delivery of the Closing Documents by Escrow Agent pursuant to Section 11.2, passing of title to the Property to Purchaser, and any termination of this Agreement.

11.6. Escrow Agent. Escrow Agent shall hold the Closing Documents as escrow agent, and shall not be entitled to any fees or compensation for its services as escrow agent hereunder. Escrow Agent shall be liable only to hold the Closing Documents and to deliver same to the parties named herein in accordance with the provisions of this Agreement. Escrow Agent is acting as a depository only, and shall not be liable or responsible to anyone for any damages, losses or expenses unless the same shall be caused by the gross negligence or willful malfeasance of Escrow Agent. In the event of any disagreement among any of the parties to this Agreement, or any of them or any other person, resulting in adverse claims and demands being made in connection with, or for, any property involved herein or affected hereby, Escrow Agent shall be entitled to refuse to comply with such claims or demands as long as such disagreement may continue and in so refusing, shall make no delivery or other disposition of any property then held by it under this Agreement, and in so doing, Escrow Agent shall not become liable in any way for such refusal, and Escrow Agent shall be entitled to continue to refrain from acting until (a) the rights of adverse claimants shall have been finally settled by binding arbitration or finally adjudicated in a court assuming and having jurisdiction of the property involved herein or affected hereby, or (b) all differences shall have been adjusted by agreement and Escrow Agent shall have been notified in writing of such agreement signed by the parties hereto. Further, Escrow Agent shall have the right at any time after a dispute between Seller and Purchaser has arisen, to pay any deposits held by it into any Court of competent jurisdiction for payment to the appropriate party, whereupon Escrow Agent's obligations hereunder shall terminate.

## 12. MISCELLANEOUS

12.1. 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.

12.2. 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.

12.3. Survival of Warranties. 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) shall survive the Closing.

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

12.5. 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.

12.6. 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.

12.7. 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.

12.8. 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.

12.9. 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:

New Horizon Electric Cooperative, Inc.

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.

12.10. 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.

12.11. 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.

12.12. Expiration of Offer. This Agreement shall be null and void and of no further force and effect if it shall not have been fully executed, with original copies delivered to both Seller and Purchaser, by \_\_\_\_\_, \_\_\_\_\_ at 5:00 P.M.

*[execution page follows]*

**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: \_\_\_\_\_

**PURCHASER:**

NEW HORIZON ELECTIC COOPERATIVE, INC.

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

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

Exhibit A  
*Description of Land*

All that certain piece, parcel or tract of land lying and being situate in Oconee County, South Carolina designated as "270589.6 SQ. FT., 6.21 ACRES" on a plat prepared by Southern Land Surveying dated April 8, 2011 and recorded in the office of the Register of Deeds for Oconee County, South Carolina on \_\_\_\_\_, 2011 in Plat Book \_\_\_\_\_, at Page \_\_\_\_\_.

Exhibit C

Exhibit B  
*Easement Agreement*

[see attached]

# Suggested Amendment to Ordinance #2011-01

## **REPLACE:**

### **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 2011-2012 fiscal year for Oconee County (the "County") for ordinary county purposes:

General Fund	\$ 42,594,868
Special Revenue Funds	
Victim Services Sheriff's Office	126,134
Victim Services Solicitor's Office	54,341
911 Fund	302,667
Enterprise Fund:	2,825,784
Debt Service Fund:	<u>1,709,466</u>
 TOTAL:	 \$47,613,260

## **NEW:**

### **SECTION 5.**

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 revenue from this levy, not to exceed \$150,000 is hereby appropriated 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 millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Bridge and Culvert Capital Project Fund for the fiscal year beginning July 1, 2011 and ending June 30, 2012. 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 6.

A tax of 1 mill 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 revenue from this levy and a portion of fund balance, not to exceed \$500,000 combined is hereby appropriated for the Economic Development Capital Projects Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforestated operations appropriations and direct expenditures of the Economic Development Capital Project Fund for the fiscal year beginning July 1, 2011 and ending June 30, 2012. 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.

**Remaining Sections to renumbered.**

## Budget Provisos

### **NEW:**

**Section 13:** Building permit fees (under Building Codes on the attached, and incorporated Oconee County Departmental Fees Schedule for this budget year) and related and associated Building Code fees are, to the extent permitted by law, hereby waived and set at \$0 for any 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.

## Fee Schedule

### **NEW:**

#### **HEADER:**

Building Codes: (See Section 13 of Provisos to the Oconee County Budget for this year)

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2011-01**

AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2011 AND ENDING JUNE 30, 2012.

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 2011-2012 fiscal year for Oconee County (the “County”) for ordinary county purposes:

General Fund	\$ 42,594,868
Capital Projects Funds	
Bridge & Culvert	150,000
Economic Development	500,000
Special Revenue Funds	
Victim Services Sheriff’s Office	126,134
Victim Services Solicitor’s Office	54,341
911 Fund	302,667
Enterprise Fund:	2,825,784
Debt Service Fund:	<u>1,709,466</u>
 TOTAL:	 \$48,263,260

**SECTION 2.**

A tax of sufficient millage to fund the aforesated appropriations for the Oconee County Budget for the fiscal year beginning July 1, 2011 and ending June 30, 2012, after crediting against such appropriations all other unrestricted revenue anticipated to accrue to Oconee County and any fund balance budgeted to be used during said fiscal year, is hereby directed to be levied upon all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy and the Treasurer of Oconee County is herein directed to collect sufficient millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of Oconee County for the fiscal year beginning July 1, 2011 and ending June 30, 2012. The Auditor and Treasurer of Oconee County are hereby directed to fund such bond repayment sinking fund(s) as are necessary

to provide for an orderly and timely payment of the debt service of Oconee County and to satisfy any debt covenants.

### SECTION 3.

A tax of 2.1 mills to provide funding for the Tri-County Technical College Special Revenue Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The revenue from this levy, not to exceed \$1,013,376 is hereby appropriated for support of Tri-County Technical College. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated appropriations of the Tri-County Technical College Special Revenue fund for the fiscal year beginning July 1, 2011 and ending June 30, 2012. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Tri-County Technical College Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

### SECTION 4.

A tax of 2.9 mills to provide funding for the Emergency Services Protection Special Revenue Fund is hereby levied on all taxable property within the special tax district, eligible to be lawfully taxed for such purposes, in Oconee County. The revenue from this levy and a portion of fund balance, not to exceed \$2,070,400 combined is hereby appropriated for the Emergency Services Protection Special Revenue Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property within the special tax district in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Emergency Services Protection Special Revenue Fund for the fiscal year beginning July 1, 2011 and ending June 30, 2012. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Emergency Services Protection Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

### SECTION 5.

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

### SECTION 6.

Oconee County receives federal, state and local grants for specified purposes. Oconee County is hereby authorized, absent any other factor, to apply for, receive, and expend all such grants for which no local match is required or for which such funds are budgeted

herein, in addition to all other authority elsewhere given, and in accordance with all other policies and directives of Oconee County. These grants, including any local match, are deemed budgeted for the specified purposes upon acceptance of such grants. These grants are budgeted for on a project basis in accordance with the 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.

#### SECTION 7.

All appropriations made by prior year budget ordinances for which the respective monies have been obligated or encumbered are hereby carried forward and reappropriated, as of July 1, 2011, as a part of the budget authorized by this Ordinance.

#### SECTION 8.

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

#### SECTION 9.

All unexpended appropriations as of June 30, 2011, except for those noted in Section 6, Section 7, and Section 8 of this ordinance shall lapse and expire and the monies involved shall revert to the fund balance of the fund from which the appropriation originated.

#### SECTION 10.

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

#### SECTION 11.

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

#### SECTION 12.

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

SECTION 13.

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

SECTION 14.

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2011.

Adopted in meeting duly assembled this \_\_\_\_ day of June, 2011.

OCONEE COUNTY, SOUTH CAROLINA

---

Joel Thrift, Chairman  
Oconee County Council

ATTEST

---

Elizabeth G. Hulse  
Clerk to County Council

First Reading:            May 3, 2011  
Second Reading:  
Public Hearing:  
Third Reading:

**OCONEE COUNTY, SOUTH CAROLINA  
BUDGET PROVISOS FISCAL YEAR 2011-2012  
ORDINANCE 2011-01**

**Section 1**

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

**Section 2**

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

**Section 3**

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

**Section 4**

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

**Section 5**

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

**Section 6**

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**

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

**Section 8**

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

**Section 9**

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 10**

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 11**

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 12**

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.

**Oconee County, South Carolina  
FY 2011-2012 - Departmental Fees Schedule**

<b>GENERAL COUNTY FEES [applicable to all departments]:</b>	<b>FY 2012 Fees</b>
---	---------------------

**Copies**

8 1/2 X 11 [per page]	\$	0.25
8 1/2 X 14 [per page]	\$	0.50
11 X 17 [per page]	\$	0.50
Blue Line Copies - See GIS/Map Room		

**County Road Maps**

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

<b>Fees Collected by Department [Alphabetical Order]</b>
--

<b>Animal Control Fees</b>
----------------------------

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

<b>Airport Fees</b>
---------------------

T-Hanger Rental Rates		\$145.00 per month
		\$215.00 per month
New 8-Unit Hangar Rental Rates		\$250.00 per month
Aircraft Tie-down rate		\$30.00 per month
Long term parking fee		\$10.00 per month per vehicle
After Hour Callout Fee	\$	80.00
Ramp Fee for Transient Business Planes over 15,000 lbs	\$	50.00

<b>Auditor</b>
----------------

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

**Oconee County, South Carolina**  
**FY 2011-2012 - Departmental Fees Schedule**

<b>FY 2012 Fees</b>	
<b>Building Codes</b>	
All Buildings and Mechanical Trades \$10,000 or less	\$ 50.00
All Buildings and Mechanical Trades \$10,000 and up	\$50.00 plus \$4.00 for each additional thousand or fraction thereof
Farm Exempt Structures	\$ 50.00
Manufactured Home Permits	
Set-Up Permit (includes County Decal)	\$ 100.00
Decal Only	\$ 20.00
Manufactured Home Detitle Fee	
Inspection Fee	\$ 40.00
Manufactured Home Moving Permit Fee	\$ 20.00
Moving Permits (structures other than Manufactured Homes)	\$ 50.00
Demolition Inspection Fee	\$ 50.00
Swimming Pools - Inspection Fees	
Commercial Pools	\$ 500.00
Single Family Residence Pools	\$ 100.00
Signs: Less than 75 square feet, No Fee	
75 Square feet to 200 square feet	\$ 100.00
Greater than 200 square feet	\$ 300.00
Commercial Plan Review Fee, 1/2 of building permit fee	
Penalty Fees, Where work for which a permit is required by this Ordinance is	
Re-inspection Fee	\$50.00 fee shall be charged if an inspection is scheduled and the work is not ready when the inspector arrives.
Stop Work Order Fee	\$50.00 fee shall be charged if the inspector issues a stop word order.
<b>County Council</b>	
CD/per event	\$ 5.00
<b>Delinquent Tax Collector</b>	
Administrative Fee	\$ 10.00

**Oconee County, South Carolina  
FY 2011-2012 - Departmental Fees Schedule**

GIS / Map Room	
<b>Blueline Paper Copies</b>	
30 X 42 (Full Sheet)	\$ 4.00
21 1/2 X 30 (Half Sheet)	\$ 2.00
15 X 15	\$ 1.50
10 1/2 X 15	\$ 1.00
7 1/4 X 10 1/2	\$ 0.50
<b>Custom Production billed in 1/2 hour increments</b>	<b>\$30.00 per Hour</b>
<b>Custom Scan and Prints</b>	
GIS A 8.5 X 11	\$ 3.00
GIS B 11 X 17	\$ 5.00
GIS C 18 X 24	\$ 6.00
GIS D 24 X 36	\$ 7.00
GIS E 36 X 48	\$ 8.00
Layout Chickasaw Point	\$ 3.00
Layout Foxwood Hills	\$ 3.00
Tax Map Grid with Roads	\$ 3.00
Voting Precincts and Council Districts	\$ 3.00
Library	
<b>Overdue Fees:</b>	
Books / Magazines / Music CD's	0.10 per day to a maximum of \$2.00 per book / magazine / music CD
Videos and DVDs	1.00 per day to a maximum of \$6.00 per item
Items Borrowed through Interlibrary Loan	0.50 per day per item
Lost materials (books, CDs, Videos, etc.)	Original price of item
South Carolina Room research (by mail or e-mail)	\$5.00 plus price of photocopies
Lost library cards	\$ 2.00
Black and White Prints	\$ 0.25
Color Prints	\$ 0.50
Out of County Card	\$50.00 Annually *

\*Not charged to patrons from Anderson and Pickens County who are in good standing with their libraries, or individuals who work or own property in Oconee County.

**Oconee County, South Carolina  
FY 2011-2012 - Departmental Fees Schedule**

Parks Fees		FY 2012 Fees
<b>ADMISSION FEES [ all parks]</b>		
Daily Parking per Vehicle		\$ 2.00
Daily Parking per Boat & Trailer		\$ 5.00 per boat
Annual Pass - Calendar Year (Oconee County residents)		\$ 25.00
Annual Pass - Calendar Year - Discounted for Sr. Citizen (62+), legally disabled and veterans		\$ 15.00
Annual Pass - Calendar Year - Out of County South Carolina Residents		\$ 50.00
Annual Pass - Calendar Year - Discounted for Sr. Citizen (62+), legally disabled and veterans		\$ 40.00
<b>CAMPING [all parks]</b>		
Oconee County Resident		\$15.00 per night
Non-resident		\$20.00 per night
Waterfront Site Oconee County Resident		\$20.00 per night
Waterfront Site Non-resident		\$25.00 per night
Winter Camping Rate November 1 - February 28		\$12.00 per night
All campers must have current license plates.		
No site may be occupied for more than thirty (30) days.		
<b>BUILDING RESERVATIONS [all parks]</b>		
Security deposit required. Refundable if site left clean.		
Recreation Building 1-100 People		\$50.00 = 1/2 day
Recreation Building 101-150 People		\$100.00 = 1/2 day
Recreation Building 151-200 People		\$175.00 = 1/2 day
Recreation Building 201-300 People		\$275.00 = 1/2 day
Recreation Building 301+ People		\$450.00 = 1/2 day
<b>Picnic Shelters</b>		
<b>Chau Ram Park</b>		
Shelter #1 maximum number of 36 persons		\$30.00 for 1/2 day
Shelter #2 maximum number of 36 persons		\$30.00 for 1/2 day
Shelter #3 maximum number of 12 persons		\$20.00 for 1/2 day
Gazabo #1 maximum number of 12 persons		\$20.00 for 1/2 day
Gazabo #2 maximum number of 12 persons		\$20.00 for 1/2 day
<b>South Cove Park</b>		
Pavilion		\$50.00 for 1/2 day
<b>High Falls Park</b>		
Shelters 1 - 50 People		\$30.00 for 1/2 day
Shelters 51 - 75 People		\$40.00 for 1/2 day
Shelters 76-100 People		\$60.00 for 1/2 day
Shelters 101-150 People		\$80.00 for 1/2 day
<b>Weddings/Rehearsals</b>		
Weddings		\$250.00 1/2 day
Weddings		\$500.00 full day
Rehearsal Dinners & Reception (for off site wedding)		
Less than 100 persons		\$100.00 1/2 day
Less than 100 persons		\$200.00 full day
101+ persons		Recreation
Tennis - Per Hour to Reserve		\$ 5.00
Miniature golf - Per Game		\$ 3.00
Softball field - Per Hour to Reserve		\$ 5.00
Volleyball - Per Hour to Reserve		\$ 5.00

**Oconee County, South Carolina  
FY 2011-2012 - Departmental Fees Schedule**

<b>Planning</b>		<b>FY 2012 Fees</b>
<b>Subdivision Related Fees</b>		
All Subdivision Reviews (No Size Limit)		N/A
Subdivision Review (Minor subdivision <4 units)		\$ 50.00
Subdivision Review (Minor subdivision 4 - 10 units)		\$50 + \$10 per unit
Subdivision Review (Major Subdivision)		\$100 + \$10 per unit
Subdivision Variance (Individual Parcel)		\$50 + cost of required advertising
Variations and Special Exception Fees for Commercial, Residential, Industrial Developments		\$100 + cost of required advertising
Communication Towers (New build and Collocats)= \$1,000		\$1,000
Group Homes		\$50
Sexually Oriented Business		\$1,000 Annual Fee
Sexually Oriented Business Employee		\$25 per Employee
Sign Permit (Billboard)		\$ 100.00
Tattoo Facilities		\$ 1,000.00
Land use Variance		\$50+ cost of required advertising
Land Use Special Exception		\$50+ cost of required advertising
Pre-Bound Document (Less than 50 pages)		\$ 5.00
Pre-Bound Document (greater than 50 pages)		\$5 + .10 per page
Documents on CD		\$ 1.00
Maps (8.5 X 11.0)		\$ 3.00
Maps (18 X 24)		\$ 6.00
Maps (24 X 36)		\$ 7.00
Maps (36 X 48)		\$ 8.00
Custom Mapping (Planning and Zoning Projects Only)		\$30 per hour

**Oconee County, South Carolina**  
**FY 2011-2012 - Departmental Fees Schedule**

<b>FY 2012 Fees</b>	
<b>Probate Court</b>	
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	
(1) Property valuation less than \$5,000	\$ 25.00
(2) Property valuation of \$5,000.00 but less than \$20,000	\$ 45.00
(3) Property Valuation of \$20,000.00 but less than \$60,000	\$ 67.50
(4) Property valuation of \$60,000.00 but less than \$100,000	\$ 95.00
(5) Property valuation of \$100,000.00 but less than \$600,000	\$95.00, plus .15 percent of the property valuation between \$100,000.00 and \$600,000
(6) Property valuation of \$600,000.00 or higher amount	set forth in (5) above plus one-fourth of one percent of the property valuation above \$600,000
Issuing certified copy	\$ 5.00
Issuing exemplified/authenticated copy	\$ 20.00
Reforming or correcting marriage record	\$ 6.75
Issuing duplicate marriage license	\$ 6.75
Filing conservatorship accountings	\$ 10.00
Filing conservatorship orders	\$ 5.00
Recording authenticated or certified record	\$ 20.00
Reopening closed estates	\$ 22.50
Appointment of special, temporary or successor personal representative	\$ 22.50
Filing and indexing will under Section 62-2-901	\$ 10.00
Certifying appeal record	\$ 10.00
Filing affidavit for collection of personal property under Section 62-3-1201, the fee pursuant to item (B) above based upon property valuation shown	(see item (B) above)
Filing affidavit for collection of personal property where the property valuation is less than \$100.00	\$ 12.50
<b>Newspaper advertisements:</b>	
Keehee Courier / Westminster News	\$ 25.00
Daily Journal	\$ 75.00
Filing initial petition in any action or proceeding other than (B) above, same fee as charged for filing civil actions in circuit court	\$ 150.00
Filing demands for notice	\$ 5.00
Marriage license - Domestic Violence Fund Fee / each marriage application (state)	\$ 20.00
Marriage Ceremony Fee - Instate Resident	\$ 10.00
Marriage Ceremony Fee - Out of State Resident	\$ 15.00
Marriage License Fee-Instate Resident	\$ 10.00
Marriage License Fee-Out of State Resident	\$ 25.00
Certified copy of marriage license	\$ 5.00

**Oconee County, South Carolina  
FY 2011-2012 - Departmental Fees Schedule**

Register of Deeds		FY 2012 Fees
Deeds and Mortgages		\$10.00 more than 4 pages \$1.00 per additional)
Deed Stamps		\$3.70 per \$1000 rounded up to next \$500
Instrument which assigns, transfers, or releases real estate mortgage		\$6.00 for first page \$1.00 for each additional
Affidavit of missing assignment		\$ 10.00
Lease, Contract of Sale, Trust Indenture		\$10.00 more than 4 pages \$1.00 per additional
Satisfaction of Real Estate Mortgage		\$ 5.00
Plat larger than 8 1/2 X 14		\$ 10.00
Plat of "Legal Size" Dimensions or Smaller		\$ 5.00
Plats Larger than 17 X 24		\$ 20.00
Any other paper affecting title or possession of real estate or personal property and required by law to be recorded, except judicial records		\$10.00 more than 4 pages \$1.00 per additional
Power of Attorney, Trustee Qualification, or other appointment		\$15.00 more than 4 pages \$1.00 per additional
Mechanics Liens		\$10.00 more than 4 pages \$1.00 per additional
Cancellation of Mechanics Lien		\$ 5.00
UCC Financing Statements UCC1 or UCC3		\$8.00; more than 2 pages \$10.00; more than two debtors \$10.00; each additional debtor more than two \$2.00; continuations \$8.00; amendments \$8.00; assignments \$8.00; partial release \$8.00
Public finance transaction and manufactured home transactions		\$ 20.00
Copies mailed \$1.00 to certify		\$5.00 for 4 pages then \$.25 per additional page

**Oconee County, South Carolina  
FY 2011-2012 - Departmental Fees Schedule**

<b>FY 2012 Fees</b>	
<b>Road Department</b>	
Sign Fee / Municipalities	materials cost
Sign Fee / Other	2.5 times the materials cost
Encroachment Fee (Residential/Commercial)	\$ 60.00
Encroachment Fee (Pavement Cut Fee - Contractor Only)	250 + 10 sqf
Encroachment Fee (Permit Extension)	\$ 10.00
Encroachment Fee (Re-Inspection)	\$ 60.00
Encroachment Fee (Longitudinal work in ROW)	60 + .10lf
Encroachment Fee (Annual Blanket Permit)	\$ 1,000.00
Road Inspection Fee	\$1.50 per foot Minimum \$800
Storm water Fees	Pipe Price + tax + Gravel Price + Tax X 2.5 = Price for pipe installation
<b>Rock Quarry Fees</b>	
	Price per Ton
#1 Crusher Run	\$ 7.75
#2 Crusher Run, Sap Rock	\$ 6.00
#3 Oversize	\$ 10.00
#4 Screenings	\$ 3.00
#5 1" - 5"	\$ 9.75
#6 Pa Gravel 789	\$ 9.25
#7 Class A Rip Rap	\$ 11.50
#8 Class B Rip Rap	\$ 11.75
#9 Asphalt Sand	\$ 7.00
#10 County Rock	\$ 7.75
#11 3/4" - 6M	\$ 9.75
#13 Class E Rip Rap	\$ 17.00
#14 Flat Boulders	\$ 20.00
#15 Class C Rip Rap	\$ 12.00
#18 Class D Rip Rap	\$ 12.25
<b>Sheriff's Office</b>	
<b>Sheriff's Civil Fees</b>	
Mechanics	\$ 10.00
Subpoenas	\$ 10.00
Foreclosures	\$ 25.00
Judgments	\$ 25.00
Writs	\$ 25.00
Affidavit of Non-Service	\$ 5.00
Other	\$ 15.00
<b>Misc Sheriff</b>	
Incident Reports	\$ 2.00
Record Check	\$ 5.00
Executions	\$ 25.00
<b>Solid Waste Fees</b>	
MSW Transfer Station Tipping Fee	\$45.00 per ton
C & D Landfill Tipping Fee (rate last set in 1998)	\$30.00 per ton
Mulch	\$10.50 per scoop

Oconee County, South Carolina  
FY 2011-2012 - Departmental Fees Schedule

		FY 2012 Fees
<b>Treasurer</b>		
Decal Fee	\$	1.00
Bad Check Fee	\$	30.00
<b>Zoning</b>		
Non-CFD Rezoning Application Fee Per Parcel	\$	25.00
Appeals, Variances and Special Exception Application Fee	\$	50.00

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2011-02**

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, 2011 AND ENDING JUNE 30, 2012.

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 2011-2012 fiscal year for the School District of Oconee County:

School Operations:	\$ 56,816,328.00
School Debt:	<u>\$ 17,600,008.75</u>
Total School District	\$ 74,416,336.75

**SECTION 2**

A tax of sufficient millage to fund the aforesated appropriations for the School District of Oconee County Budget for the fiscal year beginning July 1, 2011 and ending June 30, 2012 is hereby directed to be levied upon all taxable property in Oconee County and duly collected.

**SECTION 3**

The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy and the Treasurer of Oconee County is herein directed to collect sufficient millage on all taxable property in Oconee County on which school taxes may be levied to provide for the aforesated operations appropriations and direct expenditures of the School District of Oconee County for the fiscal year beginning July 1, 2011 and ending June 30, 2012.

**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, 2011 and ending June 30, 2012.

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, 2011.

Adopted in meeting duly assembled this \_\_\_\_ day of June, 2011.

OCONEE COUNTY, SOUTH CAROLINA

---

Joel Thrift, Chairman  
Oconee County Council

ATTEST

---

Elizabeth G. Hulse  
Clerk to County Council

First Reading:            May 3, 2011  
Second Reading:  
Public Hearing:  
Third Reading:

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2011-03**

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, 2011 AND ENDING JUNE 30, 2012.

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, 2011 and ending June 30, 2012, \$790,012 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, 2011 and ending June 30, 2012, 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, 2011 and ending June 30, 2012.

**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, 2011.

Adopted in meeting duly assembled this \_\_\_\_ day of June, 2011.

OCONEE COUNTY, SOUTH CAROLINA

---

Joel Thrift, Chairman  
Oconee County Council

ATTEST

---

Elizabeth G. Hulse  
Clerk to County Council

First Reading:            May 3, 2011  
Second Reading:  
Public Hearing:  
Third Reading:



**OCONEE COUNTY COUNCIL**  
Walhalla, South Carolina

**Boards, Commissions  
& Council Appointed  
Committees**

**General Information  
Orientation Booklet**

**Established: June 2011  
Distributed Beginning \*\***

## TABLE OF CONTENTS

	Page #
Introduction	3
Definitions	3
Board / Commission Member Attendance Practices	4
SC Constitution: Qualifications of Officers	4
State Ethics – Rules of Conduct	5-6
Questionnaire for Boards / Commissions	7

### **BOARD / COMMISSION Summarized Duties / Responsibilities**

Appalachian Council of Governments Board	9
Aeronautics Commission	9
Anderson – Oconee Behavioral Health Commission	9
Arts & Historical Commission	9
Board of Assessment Appeals	9
Building Codes Appeal Board	9
Capital Project Advisory Committee	9
Disabilities & Special Needs Board	9
Economic Development Commission	9
Emergency Services Commission	9
Firemen’s Insurance & Inspection Fund Board	9
Infrastructure Advisory Commission	10
Keowee Fire Tax District Commission	10
Library Board	10
Parks, Recreation and Tourism Commission	10
Planning Commission	10
Scenic Highway Committee	10
Workforce Link Board	10
Zoning Appeals, Board of	10

Oconee County has an excellent web site [www.oconeesc.com](http://www.oconeesc.com) which can provide you with specific information regarding county departments, the county’s fiscal budget, council activities, contact information for departments and other helpful information.

## **Introduction:**

Oconee County council has the responsibility of appointing citizens to serve on boards, commissions and ad hoc committees. Council members view this process and appointment as a trust between Council, the appointee, the agency, and the community; all working together for the betterment of Oconee County.

Therefore, it is Oconee County Council's desire to provide a general orientation regarding the appointee's responsibilities on the board / commission / ad hoc committee. The information contained in this booklet is not a contract, but is information that will assist you in your roll as a public official representing the Oconee County Council.

Some of the boards and commission of Oconee County are jointly appointed with other governing bodies or agencies. Also, some of the boards are more of an advisory nature while some are policy making boards / commissions. The Department Head [or his/her designee] working with your board / commission will give you specific information about your board / commission.

Board and commission members are appointed to govern NOT to manage. The staff is responsible for managing and implementing policy set by the board / commission. There must be trust between the board / commission members and the County Administration.

A board / commission governance responsibilities **may** include, but **is not limited to** some of the following:

1. Setting overall organization strategy and policy objectives for the board / commission
2. Approving plans to achieve the objectives and assisting in evaluating the plans
3. Monitoring the organizations progress toward meeting the objectives
4. Establishing and revising bylaws
5. Review and forward capital expenditures to County Council for action
6. Review contract and agreements and forward to County Council for action
7. Interacting with local governmental officials on different matters
8. Research and development of funding sources for approval by County Council
9. Creation of annual operating budget [if applicable] for approval by County Council

## **Definitions:**

- **“Public Member”** means an individual appointed to a non-compensated part-time position on a board / commission / ad hoc committee. A public member does not lose the status by receiving reimbursement of expenses or a per diem payment for services.
- **“Public Official”** means an elected or appointed official of the State, a county, a municipality, or a political subdivision thereof, including candidates for office. Public Official does not mean a member of the judiciary except that for the purposes of campaign practices, campaign disclosure, and disclosure of economic interests, a probate judge is considered a public official and must meet the requirements of this chapter.
- **“Official Capacity”** means activities which:
  - arise because of the position held by the public official, public member, or public employee;
  - involve matters which fall within the official responsibility of the agency, the public official, the public member, or the public employee; and
  - Are services the agency would normally provide and for which the public official, public members, or public employee would be subject to expense reimbursement by the agency with which the public official, public member or public employee is associated.

## **Board / Commission Members' Attendance Practices:**

It is Council's desire to appoint citizens to boards and commission that have openly acknowledged to serve his/her community in this capacity. Therefore, it is Council's belief that persons who have been appointed to a board, commission or other authority should attend all meetings that are called. Some of the boards / commission have minimum attendance requires listed below:

- Arts & Historical Commission
- ATAX Commission
- Economic Development Commission
- Parks, Recreation & Tourism Commission
- Planning Commission
- Solid Waste Commission
- Water Commission

## **CONSTITUTION OF THE STATE OF SOUTH CAROLINA**

### **ARTICLE XVII: Miscellaneous Matters**

#### **Section 1. Qualifications of officers.**

No person shall be elected or appointed to any office in this State unless he possess the qualifications of an elector: Provided, The provisions of this Section shall not apply to the offices of State Librarian and Departmental Clerks, to either of which offices any woman, a resident of the State two years, who has attained the age of twenty-one years, shall be eligible.

##### **SECTION 1A. Qualification for office; two offices.**

Every qualified elector is eligible to any office to be voted for, unless disqualified by age, as prescribed in this Constitution. No person may hold two offices of honor or profit at the same time, but any person holding another office may at the same time be an officer in the militia, member of a lawfully and regularly organized fire department, constable, or a notary public. The limitation above set forth "No person may hold two offices of honor or profit at the same time," does not apply to the circuit judges of the State under the circumstances stated in this section, but whenever it appears that any or all of the Justices of the Supreme Court are disqualified or otherwise prevented from presiding in any cause for the reasons set forth in Section 6 of Article V of the Constitution, the Chief Justice or in his stead the Senior Associate Justice when available shall designate the requisite number of circuit judges for the hearing and determination of the hearing. The limitation above set forth does not prohibit any officeholder from being a delegate to a constitutional convention. (1989 Act No. 9, Section 3, eff February 8, 1989.)

##### **SECTION 1B. Property qualifications; term of office; dueling.**

No property qualification, unless prescribed in this Constitution, shall be necessary for an election to or the holding of any office. No person shall be elected or appointed to office in this State for life or during good behavior, but the terms of all officers shall be for some specified period, except Notaries Public and officers in the Militia. After the adoption of this Constitution any person who shall fight a duel or send or accept a challenge for that purpose, or be an aider or abettor in fighting a duel, shall be deprived of holding any office of honor or trust in this State, and shall be otherwise punished as the law shall prescribe.

## **State Ethics Rules of Conduct – General Information:**

All public employees, public officeholders, and public members are expected to adhere to and follow the Rules of Conduct as outlined in the Ethics Reform Act. Anyone who is found guilty of violating these rules is subject to prosecution by the State Ethics Commission and the Attorney General's Office.

A public official, public member, or public employee may not knowingly use his official office, membership, or employment to influence a government decision to obtain an economic interest for himself, a member of his immediate family, an individual with whom he is associated, or a business with which he is associated.

A person may not directly or indirectly give, offer, or promise anything of value to a public official, public member, or public employee with intent to influence the public official's, public member's, or public employee's official responsibilities, nor is the public official, public member, or public employee to ask, demand, solicit, or accept anything of value for himself or for another person in return for fulfilling his official responsibilities or duties.

A public official, public member, or public employee may not receive anything of value for speaking before a public or private group in his/her official capacity. A meal can be accepted if provided in conjunction with the speaking engagement where all participants are entitled to the same meal and the meal is incidental to the speaking engagement. A public official, public member or public employee may receive payment or reimbursement for actual expenses incurred.

Public officials, public members, or public employees may not receive money in addition to that received by the public official, public member, or public employee in his official capacity for advice or assistance given in the course of his employment as a public official, public member, or public employee.

No public official, public member, or public employee may disclose confidential information gained as a result of his responsibility as a public official, public member, or public employee that would affect an economic interest held by himself, a member of his immediate family, an individual with whom he is associated, or a business with which he is associated.

No person may serve as a member of a governmental regulatory agency that regulates any business with which that person is associated.

No person shall serve on the governing body of a state; county; municipal; or political subdivision, board, or commission and serve in a position of the same governing body which makes decisions affecting his economic interests.

A public official occupying a statewide office, a member of his immediate family, an individual with whom he is associated, or a business with which he is associated may not knowingly represent another person before a governmental entity.

No member of the General Assembly or an individual with whom he is associated or business with which he is associated may represent a client for a fee in a contested case before an agency, a commission, board, department, or other entity if the member of the General Assembly has voted in the election, appointment, recommendation, or confirmation of a member of the governing body of the agency, board, department, or other entity within the 12 preceding months.

A public member occupying statewide office, an individual with whom associated, or a business with which associated may not knowingly represent a person before the same unit or division of the governmental entity for which the public member has official responsibility.

A public official, public member, or public employee of a county or municipality, an individual with whom associated, or a business with which associated may not knowingly represent a person before any agency, unit, or subunit of that county or municipality.

A public employee, other than of a county or municipality, an individual with whom associated, or a business with which associated may not knowingly represent a person before an entity of the same level of government for which the public employee has official responsibility.

No public official, public member, or public employee may cause the employment, appointment, promotion, transfer, or advancement of a family member to a state or local office or position in which the public official, public member, or public employee supervises or manages. A public official, public member, or public employee may not participate in an action relating to the discipline of the public official's, public member's or public employee's family member.

A former public official, former public member, or former public employee holding office, membership, or employment may not serve as a lobbyist or represent clients before the agency or department on which the public official, public member, or public employee formerly served in a matter in which he directly and substantially participated for one year after terminating his public service or employment.

It is a breach of ethical standards for a public official, public member, or public employee who participates directly in procurement to resign and accept employment with a person contracting with the governmental body if the contract falls or would fall under the public official's, public member's, or public employee's official responsibility.

No person may use government personnel, equipment, materials, or an office building in an election campaign. A person may use public facilities for a campaign purposes if they are available on similar terms to all candidates and committees. Likewise, government personnel may participate in election campaign on their own time and on non-government premises.

A public official, public member, or public employee may not have an economic interest in a contract with the state or it's political subdivisions if the public official, public member, or public employee is authorized to perform an official function (including writing or preparing the contract, accepting bids, and awarding of the contracts) relating to the contract.

It is the responsibility of each board / commission member to review and comply with all requirements as outlined on the South Carolina Ethics Commission website <http://ethics.sc.gov/>.



# Oconee County

## Active Boards / Commissions

It is the responsibility of each board / commission member to review the full description of duties/responsibilities etc. and to review the applicable section of the Oconee County Code of Ordinances referenced.

Copies of Code may be viewed on line at  
<http://www.municode.com>

## **Appalachian Council of Government [ACOG] Board**

County Council appoints one citizen member to represent the County on the ACOG Board. In addition, County Council will elect at their first meeting each year one Council member to also sit on the ACOG Board.

## **Aeronautics Commission**

Oconee County Code of Ordinances, Chapter 18  
Contact: Airport [882-2959]

## **Anderson – Oconee Behavioral Health Services Commission**

Oconee County Code of Ordinances, Chapter 2

## **Arts & Historical Commission**

Oconee County Code of Ordinances, Chapter 2  
Contact: PRT [888-1488]

## **Board of Assessment Appeals**

The Board of Assessment Appeals consists of nine members appointed by the Governor upon recommendation of a majority of the County Delegation.

## **Building Codes Appeal Board**

Oconee County Code of Ordinances, Chapter 6  
Contact: Building Codes [718-1005]

## **Capital Project Advisory Committee**

Oconee County Code of Ordinances, Chapter 2  
Contact: Clerk to Council [718-1023]

## **Disabilities & Special Needs Board**

Oconee County Code of Ordinances, Chapter 2  
The Disabilities & Special needs board consists of nine resident electors. The Board shall be appointed by the Governor upon recommendation of a majority of the County Delegation.

## **Economic Development Commission**

Oconee County Code of Ordinances, Chapter 24  
Contact: Economic Development [638-4210]

## **Emergency Services Commission**

Oconee County Code of Ordinances, Chapter 10  
Contact: Emergency Services [638-4200]

## **Firemen's Insurance & Inspection Fund Board**

Oconee County Code of Ordinances, Chapter 14

**Infrastructure Advisory Commission**

Oconee County Code of Ordinances, Chapter 34  
Contact: Clerk to Council [718-1023]

**Keowee Fire Tax District Commission**

Oconee County Code of Ordinances, Chapter 14  
The Commission shall consists of five commissioners, each elected to a four year term in the regular November general election in even numbered years.

**Library Board**

Oconee County Code of Ordinances, Chapter 18  
Contact: Library Director [638-4133]

**Parks, Recreation & Tourism Commission**

Oconee County Code of Ordinances, Chapter 2  
Contact: PRT [888-1488]

**Planning Commission**

Oconee County Code of Ordinances, Chapter 32  
Contact: Planning [638-4218]

**Scenic Highway Committee**

Oconee County Code of Ordinances, Chapter 26  
Contact: Planning [638-4218]

**WorkLink Workforce Board**

County Council appoints members upon recommendation of the WorkLink Board.

**Zoning Appeals, Board of**

Oconee County Code of Ordinances, Chapter 32  
Contact: Channon Chambers, Building Codes [718-1005]

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: May 3, 2011  
COUNCIL MEETING TIME: 7:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Approve Change Order # 3 in the amount of \$128,500 to Purchase Order 47828 to B. P. Barber and Associates of Columbia, SC for additional engineering services for infrastructure improvements to the 400 acre site along Highway 11.

**BACKGROUND OR HISTORY:**

On September 14, 2010, Oconee County entered into a contract with B. P. Barber & Associates for engineering and environmental services for the 400 acre site along Highway 11. The original PO was for \$47,350 for preliminary engineering and environmental services and did not require Council approval.

Change Order # 1 in the amount of \$12,800, for the Boundary Property Survey was approved by Council on October 5, 2010.

Change Order # 2 in the amount of \$32,600, for engineering services for Phase I Water & Sewer Improvements was approved by Council on January 18, 2011.

Change Order # 3 in the amount of \$128,500 is for additional engineering services to include the preparation of construction plans and specifications for 850 lf of entrance road, water along the entrance road and mass grading for a 300,000sq pad to attract interested tenants. If approved, this Change Order would bring the total for this Purchase Order to \$221,250.00.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

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

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

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

**STAFF RECOMMENDATION:**

Staff recommends approval of Change Order #3 to B. P. Barber and Associates of Columbia, SC, in the amount of \$128,500 for the additional engineering services for infrastructure improvements to the 400 acre site along SC Highway 11. This Change Order brings the total Purchase Order to \$221,250.00.

**FINANCIAL IMPACT:**

Funding for this project will come from the Economic Development Capital Projects account for Professional Services.

**ATTACHMENTS**

1. Amendment 003, dated April 20, 2011, from B.P. Barber & Associates

**Reviewed By/ Initials:**

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

**Submitted or Prepared By:**

Robyn Courtight  
Dept. Head/Elected Official

**Approved for Submittal to Council:**

[Signature]  
F. Scott Maulder, County Administrator

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

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

**AMENDMENT TO PROPOSAL TO PROVIDE ENGINEERING SERVICES**

**Project No.:** 09420

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

**Amendment Date:** April 20, 2011

This Amendment amends the Proposal to Provide Engineering Services dated September 14, 2010 between BP Barber and Oconee County and becomes part of such Agreement by authorizing BP Barber to complete planning and engineering services associated with the Phase I Sewer Entrance Road and Mass Grading Improvements for Echo Hills, which include the following items:

**A. Description of Project**

The Project consists of developing construction plans and specifications for the infrastructure improvements required to provide the 850 lf of entrance road, water along the entrance road, and mass grading for a 300,000 sq pad in the Echo Hills Park.

**B. Preparation of Construction Plans and Specifications for Industrial Park Infrastructure**

Upon notification by Oconee County to proceed, the ENGINEER shall prepare construction plans and specifications for the proposed the entrance road, water and mass grading of a pad as described below. In preparing such plans and specifications, the ENGINEER shall perform professional services as hereinafter provided which are normal civil engineering services and other normal services incidental thereto.

1. ***Field run Survey*** – BP Barber will coordinate a field run survey of the area for the entrance road and the massing grading of the 300,000 sq pad. For planning purposes, the LIDAR survey that was obtained during the SEER report is sufficient for planning purposes. A field run survey is required for detailed design, permitting and construction.
2. ***12" Gravity Sewer Line (Line B)*** – the ENGINEER will design approximately 625 LF of twelve (12) inch sewer main which will connect to an existing twenty-one (21) inch sewer main and cross SC Highway 11 and East Fork in order to provide sewer service the Park.
3. ***Entrance Road "A"*** – BP Barber will prepare road construction drawings for an 850 lf entrance road into the Echo Hills Industrial Park. SCDOT encroachment permit will obtained to tie into Hwy 11. The ENGINEER shall prepare plan and profile drawings sufficient to build an industrial type roadway. The road will terminate in a temporary cul-de-sac. A 8" waterline will be run along the entrance road to stubbed for future extension.

4. **Mass Grading Plans** – BP Barber will prepare a mass grading plan for a 300,000 sq building pad in the area designated for Project Fresh. Grading and Erosion control plans will be designed to meet the minimum standards set forth by SCDBEC.
5. The ENGINEER shall prepare applications for encroachment permits for roadways, pipelines, or other portions of the Project proposed to be located in rights-of-way of the South Carolina Department of Transportation.
6. The ENGINEER shall prepare easement plans for right of way or other portions of the Project proposed to be located on private property.
7. The ENGINEER shall prepare a complete set of construction drawings and specifications for the infrastructure improvements required to provide an entrance road, water and mass grading plans.
8. The ENGINEER shall provide Oconee County copies of drawings and specifications for the Project for review and approval. Upon approval, the ENGINEER shall submit copies of the Project drawings and specifications for review and approval by responsible federal and state agencies involved. The ENGINEER shall work with these agencies and assist Oconee County in efforts to obtain the necessary permits and/or approvals from these agencies. The ENGINEER will furnish such agencies with the required number of copies of plans and specifications as follows:
  - (a) South Carolina Department of Health and Environmental Control – Wastewater Permit to Construct.
  - (b) City of Walhalla Public Works – Permit to Construct - sewer
  - (c) South Carolina Department of Transportation – Driveway encroachment permits.
  - (d) South Carolina Department of Health and Environmental Control - Land Disturbance Permit
  - (e) US Army Corps Of Engineers – Wetlands Permit
  - (f) All permit fees shall be paid directly by Oconee County

**C. Construction Services for Industrial Park Infrastructure**

Upon approval of the design by Oconee County and the proper review agencies, the ENGINEER shall provide services in support of the construction process.

**I. Construction Services**

The ENGINEER will prepare a bid package, advertise the project in accordance with Oconee County procurement codes, assist Oconee County in receiving and evaluating bids, prepare contract documents, perform construction administration and observation services for the sewer line, perform required SCDBEC erosion control inspection, and prepare record drawings.

**D. Compensation**

The ENGINEER shall initiate the topographic survey, and the design of the water infrastructure upon notification to proceed by Oconee County. Oconee County shall compensate the ENGINEER for services under this Agreement in accordance with the following:

1. For services rendered under Item B - Preparation of Construction Plans and Specifications for Industrial Park Infrastructure, compensation to the ENGINEER shall be lump sum fees as follows:

Field Run Survey	\$ 5,000.00
12" Gravity Sewer Line (Line B)	\$ 18,000.00
850 lf Entrance Road & Permitting	\$ 25,000.00
Mass Grading & Erosion Control Plan	\$ 30,000.00

2. For services rendered under Item C - Construction Services for Industrial Park Infrastructure, compensation to the ENGINEER shall be lump sum fees as follows:

12" Gravity Sewer Line (Line B)	
▪ Construction Admin/Observation/SCDHEC Inspection	\$ 15,000.00
▪ Bidding & Award	\$ 1,500.00
▪ Record Drawing/PTO	\$ 3,500.00

Park Entrance Road Mass Grading - Waterline	
▪ Construction Admin/Observation/SCDHEC Inspections	\$ 18,000.00
▪ Bidding & Award	\$ 7,000.00
▪ Record Drawing/PTO for waterline	\$ 3,500.00

*Construction Administration/Observation/SCDHEC Inspections for the 10" waterline main along Hwy 11 will be conducted by City of Walhalla and are not included in this scope of services and fee addendum.*

We trust you find this information to your satisfaction and look forward to your approval.  
IN WITNESS WHEREOF, BP Barber and Oconee County have executed this Amendment effective as of the day and year first written above.

WITNESS:

\_\_\_\_\_

**URS/BP BARBER**

By:

\_\_\_\_\_  
Signature of Authorized Agent

Donald J. Hamburger, P.E.  
Print Name of Authorized Agent

Title: President & Chief Operating Officer

WITNESS:

\_\_\_\_\_

**OCONEE COUNTY**

By:

\_\_\_\_\_  
Signature of Authorized Agent

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

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

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 3, 2011  
COUNCIL MEETING TIME: 6:00 PM

**ITEM TITLE OR DESCRIPTION:**

**RFP 10-25 Title Search Services for the Delinquent Tax Office**

- (1) Award RFP 10-25 Title Search Services for the Delinquent Tax Office to Landvision Titles of Walhalla, SC, for an estimated not to exceed amount of \$168,500.00 for the first one year period.
- (2) Authorize the County Administrator to approve up to four, one-year renewals of this contract.

**BACKGROUND OR HISTORY:**

The Request for Proposal (RFP) # 10-25 was issued in March of 2011 to select a contractor to conduct approximately 2750 title searches (\$60 each) plus 250 title updates (\$15 each) of various parcels of real property for the Delinquent Tax Office in preparation for the annual Tax Sale. The RFP allows for a one year contract with four, one-year renewals if pricing and terms are mutually acceptable.

On March 30, 2011, formal sealed proposals were opened for Title Search Services. Seven firms were originally notified of this opportunity and four firms submitted proposals. An evaluation committee consisting of Anna Davison, Register of Deeds, Kevin Robinson, Delinquent Tax Collector and Harriett Thomas, Senior Records Analyst for the Delinquent Tax Office, reviewed all responses and recommended Landvision Titles of Walhalla, SC, as the most qualified firm to perform these services.

South Carolina Law Title 12, Section 12-49-300 requires that the Delinquent Tax Office give notification to all interested parties, creditors and mortgage holders prior to seizure. Notification must be by certified mail (return receipt requested) 30 days prior to the sale of the property at a tax sale. A Title Search is required to determine all interested parties, creditors and mortgage holders.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

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

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

**STAFF RECOMMENDATION:**

Staff recommends that County Council approve the award of RFP #10-25, Title Search Services for Delinquent Tax Office to Landvision Titles of Walhalla, SC, not to exceed the estimated amount of \$168,500.00 for a one year period and that the County Administrator is authorized to approve up to four, one-year renewals of this contract.

**FINANCIAL IMPACT:**

If the County fails to meet the requirements of Title 12, Section 12-49-300, the delinquent tax sale could be challenged which would result in a loss of approximately \$500,000.00 in delinquent and current taxes. The cost for the title search contract will be paid from fees collected from delinquent taxpayers and the tax sale proceeds.

**ATTACHMENTS**

1. Title Search Contract dated May 4, 2011
2. Summary Score Sheet

**Reviewed By/ Initials:**

County Attorney

*AVP*

Finance

*NA*

Grants

*PK*

Procurement

**Submitted or Prepared By:**

*Lain B. [Signature]*

Department Head/Elected Official

**Approved for Submittal to Council:**

*[Signature]*

T. Scott Moulder, County Administrator

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

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

	Anna Prater LLC	Capitol Title & Research Score	Capitol Title & Research Ranking	Landvision Titles Score	Landvision Titles Ranking	Tinsley & Adams Score	Tinsley & Adams Ranking
A	Not Scored	296.60	2	345.90	1	255.00	3
B	Not Scored	281.60	2	316.60	1	268.40	3
C	Not Scored	310.00	2	345.00	1	281.60	3
TOTAL	NON-RESPONSIVE	898.20	2	1006.60	1	815.00	3

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
OCONEE COUNTY AND CONSULTANT**

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the County of Oconee, South Carolina ("COUNTY") and Landvision Titles ("CONSULTANT");

**WITNESSETH:**

WHEREAS, the COUNTY desires to employ the CONSULTANT, Landvision Titles, and is in need of professional services; and

WHEREAS, the CONSULTANT has represented to the COUNTY that the CONSULTANT is experienced and qualified to provide professional services to COUNTY; and the COUNTY has relied upon such representation;

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

The CONSULTANT shall furnish personnel and perform basic services as described in the General Provisions and General Conditions attached hereto and made a part hereof for the project described below; plus other work authorized by the COUNTY:

Project Description:

In order to effectively and efficiently collect delinquent taxes owed, the Oconee County Delinquent Tax Collector is tasked with selling those parcels of real property with unpaid taxes at an annual tax sale. The 2011 Tax Sale will be held on Monday, October 3, 2011. In order to perform this task, the Delinquent Tax Office requires a title search and update on each parcel of real property to be sold.

The abstractor will work closely with the Oconee County Delinquent Tax Office in the performance of a 20-year title search and update on each parcel assigned. Work will begin May 5, 2011 and shall be submitted as delineated in Section 3, with final submission by September 30, 2012.

Although the County will be issuing a contract on an annual basis to perform the work as outlined in the RFP, the County and Consultant understand that each contract period will be for approximately seventeen months. This period of time is required for title updates to be performed on all property that is not redeemed within the twelve-month period after the initial title search has been completed.

The County may renew the contract, if it appears to be in their best interest and it is agreeable with the contracted vendor. Said renewal will be on an annual basis and will not exceed four (4) additional annual renewals, for a total of five years.

The COUNTY shall pay the CONSULTANT for services in accordance with the attached General Provisions and the schedule of fees described below:

**SCHEDULE OF FEES**

**A. Basic Services**

At the time the scope of work for a specific project has been defined, the CONSULTANT agrees to negotiate a fixed, lump sum fee as stated in the Compensation Section of the RFP.

Title Search Fee      \$60.00 each parcel

Title Update Fee      \$15.00 each update

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract in triplicate as of the date and year first written above.

COUNTY:

COUNTY OF OCONEE,  
SOUTH CAROLINA

WITNESSES:

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

By:

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

CONSULTANT:

Land Vision Titles

WITNESSES:

*Brady Smith*  
*Robyn County Int.*

By:

*Brandy O Taylor*  
Print Name: *Brandy O. Taylor*  
Its: *owner*  
*4.18.11*

## GENERAL PROVISIONS

These General Provisions are attached and made a part of the Contract dated \_\_\_\_\_ between the **County of Oconee, South Carolina ("COUNTY")** and **Landvision Titles ("CONSULTANT")**.

For the scope of work described in the referenced Contract, the CONSULTANT shall perform professional services as hereinafter described. These services, when performed in accordance with acceptable practices, shall be the limits of the CONSULTANT'S responsibility under this Contract.

### SECTION I - BASIC SERVICES

For each parcel of real property assigned by the Delinquent Tax Office for the 2011 Tax Sale the following applies:

1. For each title search, the Consultant will check all relevant records, including current owner(s), mortgages, liens, and probate for up to a period of twenty years. Any mortgage or lien holder of record will be noted along with their address.
2. The Delinquent Tax Collector will provide the Consultant with a list of parcel numbers and taxpayers' names by May 3, 2011.
3. The Consultant shall submit completed title searches to the Delinquent Tax Collector on the following dates:
  - 1/3 of all assigned parcels submitted by June 15, 2011
  - Remaining 1/3 of all parcels submitted by July 15, 2011
  - Final 1/3 of all parcels by August 15, 2011.
4. A title update shall be required on all property that is not redeemed within twelve months after the Tax Sale has taken place. Title updates shall begin no later than July 15, 2012 with completion no later than August 15, 2012.

The Consultant shall submit a hard copy of all title searches to the Delinquent Tax Office as each set of parcel numbers is completed.

For each 20-year title search and title update the Consultant shall submit a typewritten summary sheet, approved by the Tax Collector, to include the following:

- Parcel Tax Map Number, description, and owners name to identify the parcel
- Chain of Title indicating current owner(s)
- Tax Liens
- Judgments
- Probate Court Records
- Mortgages and Mortgage Holders

- Lis Pendens
- Bonds for Title
- New Owners and Potential Owners
- Names and Addresses of all parties who hold any interest in the real property
- Any other applicable public records
- Pertinent Comments.

In addition to the typewritten summary sheet, each 20-year title search and title update will include a hard copy of the most current deed, as well as hard copies of any pertinent documents such as those indicating a lien holder, judgment, transfer of ownership, etc.

The Delinquent Tax Collector reserves the right to withdraw any parcel from the active list upon verbal or written notice to the Consultant. The Consultant will be paid for work which is completed and this work shall be submitted by September 30, 2012. All verbal notices to withdraw any parcel will be followed up with a written notice from the Delinquent Tax Office.

The Consultant will only be responsible for information provided by the Delinquent Tax Office and the records on file in Oconee County. Mapping files are not an acceptable source of information.

## **SECTION II - RESPONSIBILITIES OF THE COUNTY**

As a party to this Contract, the COUNTY shall:

- A. Designate a person to act with authority on COUNTY'S behalf and respond in a timely manner to submissions by CONSULTANT providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- B. The COUNTY shall provide the CONSULTANT with a sales list including taxpayer's name and parcel number
- C. The COUNTY reserves the right to withdraw any parcel from the CONSULTANT'S active list upon notice to the CONSULTANT. Notice will be given in writing.
- D. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- E. Give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope of timing of the CONSULTANT'S services, or any defect in the work of the Consultant.

## **SECTION III - METHOD OF PAYMENT**

The CONSULTANT'S compensation for the work described herein shall be based upon the schedule of fees described in the basic Contract.

- A. Basic Services

1. Invoices for work performed shall be submitted monthly with payment to be expected within 30 days from receipt of invoice.
2. A retainer of four percent (4%) of each invoice shall be withheld until all updates are received and approved by the Delinquent Tax Collector.

#### **SECTION IV- MISCELLANEOUS PROVISIONS**

##### **A. Period of Services:**

1. If COUNTY has requested significant modifications or changes in the extent of the Project, the time of performance of CONSULTANT'S services shall be adjusted appropriately.
2. If COUNTY fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, CONSULTANT may, after giving fifteen (15) days' written notice to COUNTY, and County's failure to cure, suspend services under this Contract.
3. If CONSULTANT'S services for the Project are delayed or suspended in whole or in part for reasons beyond CONSULTANT'S control, CONSULTANT shall on written demand to COUNTY (but without termination of this Contract) be paid as provided for in Section III if such delay or suspension extends for more than one year for reasons beyond CONSULTANT'S control, or if CONSULTANT for any reason is required to render services more than one year after substantial completion, the various rates of compensation provided for elsewhere in this Contract shall be subject to renegotiations.

##### **B. Termination:**

1. This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligation under this Contract through no fault of the terminating party provided that no such termination may be affected unless the other party is given:
  - (a) Not less than ten (10) calendar days written notice of intent to terminate; and
  - (b) An opportunity for consultation with the terminating party prior to termination.
2. This Contract may be terminated in whole or in part in writing by the convenience provided that such termination is for good cause (such as non-appropriation, legal or financial reasons or major changes in the service to be provided) and that the CONSULTANT is given:
  - (a) Not less than ten (10) calendar days written notice of the intent to terminate; and
  - (b) An opportunity for consultation with the terminating party prior to termination.

3. Upon receipt of a termination notice, the CONSULTANT shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the COUNTY all Title Search data, and such other information and materials as may be accumulated by the CONSULTANT performing this Contract, whether completed or in process.
4. If this Contract is terminated by either party, the CONSULTANT shall be paid for services rendered. If the Contract is terminated by the COUNTY for default of the CONSULTANT, the amount due the CONSULTANT may be adjusted to the extent of any additional cost incurred by the COUNTY as a result of the CONSULTANT'S default.

**C. Remedies:**

Except as may be otherwise provided in this Contract, all claims, counter claims, disputes and other matters in question between COUNTY and the CONSULTANT arising out of or related to this Contract or the breach thereof will be mediated and may be decided by arbitration if the parties hereto mutually agree, or decided in a court of competent jurisdiction within the state and County in which the COUNTY is located.

**D. Audit Access to Records:**

1. The CONSULTANT shall maintain books, records, documents and other evidence directly pertinent to the work under this Contract in accordance with generally accepted accounting principles and practices. The COUNTY, or any of their duly authorized representatives shall have access to any books, documents, papers, records and other evidence which relates directly to Title Search Services for the purpose of examination, audit, excerpts and transcriptions.
2. Records described above shall be maintained and made available during the performance under this Contract and for a period of three (3) years after the COUNTY makes final payment.

**E. Illegal Immigration Reform Act Compliance:**

1. The CONSULTANT may not knowingly obtain the labor or services of an unauthorized alien. The CONSULTANT, not the County, must verify eligibility for employment of its agents and employees as required by Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, or that this law is inapplicable to the CONSULTANT and the CONSULTANT'S subcontractors. An overview of this law is available at [www.procurementlaw.sc.gov/immigration](http://www.procurementlaw.sc.gov/immigration).
2. The CONSULTANT hereby specifically warrants and certifies that at all times during the performance of work hereunder, it shall be in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the CONSULTANT indemnifies, holds harmless and defends the County against any and all actions, proceedings, penalties or claims, including, but not limited to County's attorney's fees arising out of the Consultant's failure to comply strictly with the IRCA.

3. Liquidated Damages: It is agreed that if the CONSULTANT fails to strictly comply with the IRCA, the CONSULTANT shall pay the County the sum of five thousand dollars (\$5,000) per violation in liquidated damages.

## GENERAL CONDITIONS

1. County's Right to Stop the Work. If the Consultant fails to correct Work, hereinafter defined as the services and materials produced by Consultant under the Contract, which is not in accordance with the "Title Search Scope of Services" or persistently fails to carry out Work in accordance with the Contract Documents, the County may issue a written order to the Consultant to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the Work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Consultant or any other person or entity.

2. County's Right to Carry Out the Work. If the Consultant defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to other remedies the County may have, correct such deficiencies.

### 3. Supervision.

3.1. The Consultant shall supervise and direct the Title Search Services, using the Consultant's best skill and attention. The Consultant shall be solely responsible for and have control over these services, means, methods, techniques, sequences and procedures and for coordinating all portions of the work, under the Contract, pursuant to the Contract Documents. The Consultant shall be responsible to the County for acts and omissions of the Consultant's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the work, for or on behalf of the Consultant or any of its Subcontractors.

### 4. Labor and Materials.

4.1 The Consultant shall provide and pay for all labor, materials and equipment necessary for proper execution and completion of the Work.

4.2 The Consultant shall enforce strict discipline and good order among the Consultant's employees and other persons carrying out the Work. The Consultant shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

4.3 Qualified Abstractors will perform all Title Searches. Part-time or temporary workers not skilled in title abstracting will not be acceptable.

4.4 All Consultant employees or any other persons carrying out the Work shall follow the Oconee County dress code regulations whenever present on County property.

5. Warranty. The Consultant warrants to the County that services furnished and Work performed under the Contract will be of good quality, consistent with industry standards, and that the Work will conform to the requirements of the Contract Documents. Work not

conforming to these requirements, including substitutions not properly approved and authorized, may be considered deficient.

6. Taxes: The Consultant shall pay all sales, consumer, use and similar taxes for the Work provided by the Consultant.

7. Laws, Ordinances & Notices:

7.1 The Consultant shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

7.2 If the Consultant performs Work knowing it to be contrary to laws, statutes, ordinances, and/or rules and regulations, the Consultant shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

8. Cleaning Up:

8.1 The Consultant shall perform the Work in a neat manner and shall not leave any County property or offices in a messy condition.

8.2 If the Consultant fails to clean up or leaves County property or offices in a messy condition, the County may clean up and the cost thereof shall be charged to the Consultant.

9. Indemnification: To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the County, County Council members, and officers, agents and employees of County from and against all claims, damages, losses, and expenses, including but not limited to, attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent, grossly negligent, reckless or intentional acts or omissions of the Consultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.

10. Mediation:

10.1 If the parties are unable to resolve any claims between them, the parties shall endeavor to resolve their claims by mediation. Requests for mediation shall be filed in writing with the other party in the Contract. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 30 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

10.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Oconee, South Carolina, unless another location is mutually

agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### 11. Protection of Persons and Property

11.1 Safety Precautions. The Consultant shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

#### 11.2 Safety of Persons and Property.

11.2.1 The Consultant shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

(a) employees performing the Work, and any other persons who may be affected thereby; and

(b) All equipment and real and personal property that may be affected by the Work.

11.3 The Consultant shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

11.4 The Consultant shall promptly remedy damage and loss caused in whole or in part by the Consultant, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Consultant is responsible, except damage or loss attributable to acts or omissions of the County and not attributable to the fault or negligence of the Consultant.

12. Insurance. The Consultant shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this agreement, insurance in the types and limits specified below, in addition to the insurance required in the Specifications. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.

#### 12.1 General Liability Insurance:

(a) Limits of Liability: \$500,000 in the aggregate and per occurrence.

(b) Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insureds, joint liability, and broad form property damage (including completed operations).

#### 12.2 Workers' Compensation and Employers' Liability Insurance:

(a) Limits of Liability: Workers' Compensation - Statutory Limits  
Employers' Liability - Statutory Limits

(b) Other States' coverage and South Carolina endorsement.

12.3 Professional Liability Insurance, if available:

(a) Limit of Liability: \$1,000,000 per occurrence.

13. Termination by the County for Cause.

13.1 The County may terminate the Contract if the Consultant:

(a) persistently or repeatedly refuses or fails to supply enough properly skilled workers or fails to perform the Work in the manner required;

(b) persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

(c) is guilty of any other material breach of a provision of the Contract Documents.

13.2 When any of the above reasons exist, the County may without prejudice to any other rights or remedies of the County and after giving the Consultant and the Consultant's surety, if any, seven days' written notice, terminate the Contract and may pursue any and all other legal or equitable remedies available to it.

14. Suspension by the County for Convenience

14.1 The County may, without cause, order the Consultant in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the County may determine.

15. Termination by the County for Convenience

15.1 The County may, at any time, terminate the Contract for the County's convenience and without cause.

15.2 Upon receipt of written notice from the County of such termination for the County's convenience, the Consultant shall:

(a) cease operations as directed by the County in the notice;

(b) take actions necessary, or that the County may direct, for the protection and preservation of the Work.

15.3 In case of such termination for the County's convenience, the Consultant shall be entitled to receive payment for Work executed, and costs incurred.

16. Hold Harmless Clause Consultant shall be an independent contractor in respect to its performance under the contract, and shall assume all risks and responsibilities for losses of

every description in connection with the service that can be attributed either directly or indirectly to the Consultant. The Consultant agrees to indemnify, defend and hold harmless the County, its agents and employees for or on account of any damages, loss or injury including the cost of litigation or legal counsel resulting from, but not limited to, the actions of the Consultant or Consultant's employees, volunteers or contractors, in fulfilling the terms of the Contract.

17. Availability of Appropriated Funds. The Consultant hereto agrees that payments due from the County, as required under the terms of this agreement, if any, are contingent upon the availability of Appropriated Funds

18. Undue Influence. Consultant agrees not to hire any County Personnel who may exercise or have exercised discretion in the awarding, administration or continuance of this agreement for up to and including one (1) year following the termination of the employee from County service. Failure to abide by this provision shall constitute a breach of this agreement, unless new legislation is passed by County Council changing this requirement.

19. The County reserves the right to terminate the contract at any time, with 30 days prior written notice, if not satisfied with the quality of service provided or if the Consultant fails to fulfill any of the conditions of the "Title Search Scope of Services",

20. Assignment by Consultant. The Consultant shall not transfer or assign any portion of the Work covered by these specifications without prior written consent of the County.

**IN WITNESS WHEREOF**, the parties have executed these General Conditions as of the date first written above.

In the presence of:  
\_\_\_\_\_  
\_\_\_\_\_  
As to County

**COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

*Branda Insule*  
*Robyn Coughart*  
As to Consultant

**CONSULTANT**

Landvision Titles  
By: *Brandy D Taylor*  
Name: *Brandy D. Taylor*  
Its: *owner*  
*04.18.11*

**ADDENDUM A  
OCONEE COUNTY**

CHANGE ORDER NO. \_\_\_\_\_

Project: \_\_\_\_\_

TO: \_\_\_\_\_

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: \_\_\_\_\_

COST (This cost shall not be exceeded): \_\_\_\_\_

Original contract price: \$ \_\_\_\_\_

Change Order amount: \$ \_\_\_\_\_

New contract price: \$ \_\_\_\_\_

TIME FOR COMPLETION: \_\_\_\_\_

Original completion date: \_\_\_\_\_

Time for completion of Change Order: \_\_\_\_\_

New completion date: \_\_\_\_\_

CONSULTANT agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Consultant arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of the County. Consultant accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. This Change Order is hereby agreed to, accepted and approved.

**CONSULTANT**

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

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

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

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

**OCONEE COUNTY**

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

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

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

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

# *Oconee County Planning Commission*



415 S. Pine St. • Walhalla, South Carolina 29691

Phone (864) 638-4218 • Fax (864) 638-4168

April 19, 2011

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

From: Oconee County Planning Commission

Re: Planning Commission recommendation for the vacant at-large Planning  
Commission seat

---

On Monday, April 18, 2011 the Planning Commission voted to recommend that County Council consider filling the open at-large seat for the Planning Commission with either Mr. John Lyle or Mr. Randy Abbott Jr.

Sincerely,

Aaron Gadsby  
Oconee County Planning

# OCONEE COUNTY



## SCENIC HIGHWAY COMMITTEE

415 SOUTH PINE STREET  
WAHAILA SC 29691

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

From: Scenic Highway Committee

Reason: Vacant seats

---

The Scenic Highway Committee met at 3pm on April 7<sup>th</sup>. The Committee passed a motion to request that the County Council consider appointing the Bear Clan to act as an appointing body as a replacement for the Oconee Alliance, as provided for in Article III section 26-155. The Oconee Alliance has not provided a member in several years and the Scenic Highway Committee would like to have its membership filled. In addition to this the Scenic Highway Committee would like to see Council fill the other at large seat.

**Sec. 26-155. - Oconee County Scenic Highway Committee.**

The committee shall consist of seven members, each having primary residency in the county. The committee members shall serve at the pleasure of the organization that appoints the member. The following organizations shall appoint one member each to the committee:

- (1) Keep Oconee Beautiful Association (KOBA).**
- (2) Concerned Citizens for Conservation.**
- (3) The Oconee County Arts and Historical Commission.**
- (4) Upstate Forever (Oconee Chapter).**
- (5) Oconee Alliance.**

In addition, county council shall appoint two members at large from resident property owners in the county.

In the event that any organization named above fails to provide a representative willing or able to take part in the committee as needed, county council may replace the organization with a similar entity; also, any organization may terminate its position on the committee by sending a letter of resignation to county council, who will appoint a similar replacement.



## **NOTES**

### **PLANNING & ECONOMIC DEVELOPMENT COMMITTEE MEETING**

**April 21, 2011**

#### **Census Data Review**

Ms. Art Holbrooks, Planning Director, addressed the Committee utilizing a PowerPoint presentation [copy filed with these minutes] outlining the initial release of information from the Census Bureau. Mr. Holbrooks noted that it is expected that the full release of data will be completed by the summer of 2011.

Mr. Holbrooks addressed potential redistricting questions centering on reapportionment. He stated that the State is working on redistricting and will provide this information to the county for review/implementation. Any changes to districts would require a Department of Justice review [which can take up to 60 days]. Mr. Moulder stated that in order to have everything in place for the 2012 general election cycle work needs to begin soon.

**Mr. Corbeil directed the Administrator to have staff work on a timeline for presentation at the May 3, 2011 Council meeting regarding the anticipated process.**

#### **Planning Department**

Mr. Art Holbrooks, Planning Director, addressed the Committee utilizing a PowerPoint presentation [copy filed with these minutes] and discussed the following topics:

- Development Activity
- FEMA
- Air Quality
- Keowee – Toxaway Relicensing
  - Memorandum of Understanding

Mr. Aaron Gadsby, Planner, addressed the Committee utilizing a PowerPoint presentation [copy filed with these minutes] and discussed the following topics:

- Zoning
- Joint Council/Planning Commission Workshop Issues

Mr. Corbeil noted that regarding issues addressed at the joint workshop and noted that with ongoing public education sessions and publications that confusion regarding zoning issues will be resolved.

#### **Economic Development**

Mr. Jim Alexander, Economic Development Director, addressed the Committee utilizing a PowerPoint presentation [copy filed with these minutes] and discussed the following topics:

- Speaking Events
- EDC Newsletter
- Echo Hills Entrance
- CollinsCraft Expansion
- US Engine Valve Expansion
- Altera Polymers Update
- Golden Corner Commerce Park Entrance Road
- Upstate Alliance
- Oconee County Shell Building
- Sheep Farm Road Expansion

In addition, Mr. Alexander provided the Committee with a handout including Oconee County total personal income, Per Capita Personal Income and unemployment statistics as they relate to the rest of the Upstate.



# NOTES

## TRANSPORTATION COMMITTEE MEETING

April 21, 2011  
COMMITTEE MEMBERS

### **Request for Updated CAT Bus Study / Rev. Richard Reams**

Reverend Reams addressed the Committee outlining reasons to update the CAT Bus study with the hope of expanding services to Walhalla and Westminster. He noted that updated 2010 census data to include current demographic information needs to be included along with considering projected long term and current fuel costs. Mr. Ed Halbig, Seneca Planning Director, also addressed the Committee in support of updating the 2008 study. Discussion followed.

Mr. Thrift asked the County Administrator to contact the parties to identify the steps needed to initiate an updated study.

### **County Road Improvement Policy as it related to Right of Way / Mr. John Saylor**

Mr. Saylor addressed the Committee voicing concerns with the current road improvement policy as it relates to right of ways. Lake Becky Road needs to be repaved and widened however the Road Department does not have sufficient right of way to improve the roadway. Discussion followed.

Mr. Thrift noted that the Committee would review the procedures in place and try to identify a solution to allow for road improvements on roads without full right of way.

No action was taken by the Committee.

### **Ongoing Project Status / Staff Report** *[10 minute maximum per topic]*

Mr. Kyle Reid, Assistant Roads & Bridges Manager, addressed the Committee reviewing several documents [copies filed with these minutes] with member to include:

- Project Listing
- Road Improvement Request Summary
- Road Improvement Project Action Report *[follow up to two citizen workshops held Saturday, March 26, 2011 and Tuesday, March 29, 2011]*
- Tentative Road Improvement List *[in priority order - dated February 17, 2011]*

The committee discussion various issues related to these reports.

Mr. Thrift requested the County Administrator or the Attorney to contact the railroad regarding safety issues related to Dyar Road and identify if they are willing to work with the county on a road improvement project.

Mr. Moulder noted that the county has been advised by legal council that we should not repave, widen, etc. without right of way. Mr. Thrift noted that the Committee needs to address at a future meeting how the county maintains roadways that were accepted into the county road system and are not deteriorating.

**[Mr. Thrift made a motion, seconded by Mr. McCall, approved 3 – 0 to bring to Council for full approval the Tentative Road Improvement List as presented at this meeting.](#)**

# Tentative Road Improvement List

February 17, 2011

CAMELOT DR	SE	515
QUEEN ANNES WAY	SE	100
W SPRINGWOOD DR	WA	135
E SPRINGWOOD DR	WA	136
MULHOLLAND DR	WA	137
GARDEN CIR	SE	133
CHEROKEE DR	SE	142
IROQUOIS DR	SE	135
HIAWASSEE DR	SE	372
E TAMASSEE	SE	134
NANTAHALA DR	SE	141
BEACON SHORES DR	SE	463
NAVIGATORS PT	SE	465
BRIDGEVIEW DR	SE	304
CATAWBA CIR	SE	143
MAHAFFEY DR	SE	144
HUNTERS TRL	TU	5
LAKE RIDGE CIR	TU	142
WARNER MILL RD	WA	58
CHATTAN CT	WA	110
EVERGREEN FOREST DR	SE	66
RUSTY CT	SE	67

**NOTES**  
**BUDGET, FINANCE & ADMINISTRATION COMMITTEE MEETING**  
**April 26, 2011**

**Council Discussion with Administrator regarding the FY 2011-2012  
Administrator Recommended Budget Priorities and Projected Revenues,  
Capital Projects, Special Funds, etc:**

Mr. Moulder noted that this budget reflects the monies needed to accomplish the goals as set by Council for Fiscal year 2011-2012 and nothing more.

Council discussed various issues in the budget to include: other financing sources; millage; direct aid; emergency services funds; contingency account consolidation; spay/neuter program, and reassessment. Some discussion also took place regarding pending state legislation that could impact revenues.

It was noted that Council still needs to discuss and identify if the County will repurpose the old courthouse and Brown Building or demolish the buildings. Mr. Moulder noted that these issues are not funded in the FY 11-12 budget and will be discussed in detail at an upcoming Real Estate, Facilities & Land Management Committee meeting.

**Public Comment:**

Ms. Susie Cornelius addressed the Committee utilizing a PowerPoint presentation [copy filed with these minutes] requesting a salary increase for Council members in order to allow more citizens the opportunity to hold office without negatively impacting their families financially.

Mr. Gary Owens addressed the Committee asking if a document was available explaining changes to the budget this fiscal year. Mr. Moulder noted that his previous two PowerPoint presentations to this committee and full Council would likely answer many questions regarding changes to the budget.

**Executive Session:**

Mr. Dexter noted that the matter discussed was for information purposes only and no action was taken during Executive Session.

Mr. Dexter thanked Mr. Moulder, the Finance Department and all Department Heads for their hard work in preparing the budget; noting that the document was easy to understand and reflected the goals set forth by Council.