

## AGENDA

### SPECIAL MEETING, OCONEE COUNTY COUNCIL

TUESDAY, JUNE 26, 2001  
OCONEE COUNTY COUNCIL CHAMBERS  
415 SOUTH PINE STREET  
WALHALLA, SC 29691

4:00 PM

1. Call to Order
2. Invocation
3. Third & Final Reading of Ordinance 2001-03, "OCONEE COUNTY BUDGET ORDINANCE"
4. Old Business
5. New Business
6. Adjourn

The Oconee County Roads & Transportation Committee will meet at Morgan Roadway (WA 51) Tuesday, June 26, 2001 at 1:15 PM in Council Chambers, for a site inspection and will at 2:00 PM at Council Chambers, 415 South Pine Street, Walhalla, SC for the purpose of discussing this and several other roadway issues.

The Oconee County Personnel & Intergovernmental Committee will meet Tuesday, June 26, 2001 at 3:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC for the purpose of discussing several personnel matters.

## **MEMBERS, OCONEE COUNTY COUNCIL**

Mr. Tim O. Hall, III, District I Mr. Kenneth E. Johns, Jr., District II  
Mr. Harry R. Hamilton, District III Mr. Marion E. Lyles, District IV  
Mr. H. Frank Ables, Jr., District V

## **MINUTES, SPECIAL MEETING OCONEE COUNTY COUNCIL**

The Oconee County Council held a special meeting Tuesday, June 26, 2001 at 4:00 PM in Council Chambers with Mr. Ables, Mr. Hamilton, Mr. Johns and the County Attorney present.

### **Press:**

Members of the press notified (via mail): Daily Journal, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WPEK Radio & WYFF TV.

Members of the press present: Dick Mangrum – WGOG Radio & Dave Williams – Anderson Independent.

### **Call to Order:**

The meeting was called to order by Supervisor-Chair Hughes.

### **Invocation:**

The invocation was given by Mr. Hamilton.

### **Ordinance 2001-03:**

Mr. Hamilton made a motion, seconded by Mr. Ables, approved 3 - 0 that Ordinance 2001-03, "OCONEE COUNTY BUDGET ORDINANCE" be adopted on third and final reading to include the revisions as delineated on the attached form and presented by Mrs. Brown, Budget/Grants Supervisor.

### **City of Walhalla Park (Contingency):**

Upon request of Mr. Daniel Maw, Ms. Melanie Griffin & Ms. Angela Brooks of the City Park Restoration Committee, Mr. Johns made a motion, seconded by Mr. Hamilton, approved 2 - 1 (Mr. Ables voting against) that \$5,000 be taken from contingency and given to the City of Walhalla for the restoration of the city park.

County Council (Contingency):

Mr. Ables made a motion, seconded by Mr. Hamilton, approved 3 – 0 that \$5,800 be taken from contingency and placed in line item 10 045 00150 00084. (See attached request).

Overtime (Contingency):

Mr. Hamilton made a motion, seconded by Mr. Johns, approved 3 – 0 that \$8,907 be taken from contingency to cover the cost of overtime through the remainder of 2000-01 fiscal year. (See attached request)

Insurance:

Upon recommendation of Ms. Marianne Dillard, Procurement Director & Mrs. Kay Olson, Human Resources Director, Mr. Ables made a motion, seconded by Mr. Hamilton approved 3 – 0 that all county retirees, that qualify for Medicare be required to participate in Medicare A & B and the one retiree that qualifies for that at the present time be grand fathered into our coverage until the open enrollment period.

Moving of Brandt Building Bids:

Upon recommendation of Ms. Dillard, Mr. Hamilton made a motion, seconded by Mr. Ables, approved 3 – 0 that the bid for moving the county building known as the "Brandt Building" be awarded to Crouch-Mitch House Moving who was the only bidder at a cost of \$55,500. (See attached bid sheet)

Regional Drug Lab (Contingency):

Upon request of Sheriff Singleton, Mr. Hamilton made a motion, seconded by Mr. Ables, approved 3 – 0 that \$17,608 be taken from contingency as Oconee's funding portion for a drug lab for Oconee and Anderson Counties. (See attached)

Ordinance 2001-07:

Upon recommendation of Mr. Norton, County Attorney, Mr. Ables made a motion, seconded by Mr. Johns, approved 3 – 0 that Ordinance 2001-07, "RURAL FIRE ORDINANCE" be adopted on first reading in title only.

Bantam Chef Lease:

It was the consensus of Council to leave the Lease Agreement for the Bantam Chef property as is at this time until it can be determined if the owner of the building can purchase the land it is situated on.

**Personnel & Intergovernmental Recommendations:**

Council unanimously adopted the job descriptions for the Paving/Sealing Technician and Road Construction Foreman as recommended by the Personnel & Intergovernmental Committee.

Mr. Hamilton, Chair, Personnel & Intergovernmental further informed Council the committee was going to delay recommendations on the Personnel Policies & Procedures Manual until the staff met with the Attorney.

**Road & Transportation Recommendations:**

The Roads & Transportation Committee made the following recommendations:

That Roads & Bridges Superintendent supervise the taking of random samples of the seven hundred feet of roadway in Waterford Subdivision that was paved without county employees being present be taken to determine if the roadway meets county specifications.

That Padgett Construction be allowed to install a six-inch water line in a SC DOT approved sleeve and an eighteen-inch force main in a SC DOT approved sleeve under Morgan Roadway (WA 51).

Hubbard's contract be extended through July 30, 2001.

Council unanimously adopted all these recommendations.

Mr. Ables informed Council he would like to the Roads & Transportation Committee to review Ordinance 82-14.

**Recess:**

Mrs. Hughes requested that Council recess until 5:15 at which time Council would come back into session to go into executive session for the receipt of legal and contractual information.

**Session Resumed:**

When Council resumed session, Mr. Ables made a motion, seconded by Mr. Hamilton, approved 3-0 that Chris Hightower be appointed to represent District V on the Tourism Commission.

Adjourn:

Council then adjourned as Mr. Ables had to leave and there was no quorum for an executive session.

Respectfully Submitted:

  
\_\_\_\_\_  
Opal O. Green  
Council Clerk

**OCONEE COUNTY BUDGET ORDINANCE  
FISCAL YEAR 2001-2002  
ORDINANCE NUMBER 2001-03**

**SECTION 1:**

**NAME:** This Ordinance shall be known as **"THE 2001-2002 APPROPRIATIONS ORDINANCE FOR OCONEE COUNTY"**. All Ordinances or sections of Ordinances inconsistent herewith are hereby amended. Provided, however, that this Ordinance shall not alter or cancel Oconee County Ordinance 97-14, **"OCONEE COUNTY PERSONNEL POLICY & PROCEDURE MANUAL"**.

**SECTION 2:**

**PURPOSE:** To provide for the levy of taxes and to make appropriations in Oconee County for School and County purposes; to provide for appropriations and direct expenditures of the County for the fiscal year beginning July 1, 2001 and ending June 30, 2002; to provide for the tax millage for general County purposes and for School operational purposes.

**SECTION 3:**

**THE AUDITOR** of Oconee County is hereby directed to recommend to the Oconee County Council sufficient levy, and the Treasurer of Oconee County is herein directed to collect sufficient millage on taxable property of Oconee County to meet ordinary County and School purposes; herein appropriated for the fiscal year beginning July 1, 2001 and ending June 30, 2002, and to sufficiently levy for the payment of any outstanding bonded indebtedness.

**SECTION 4:**

**THAT** from the general fund of the County and the revenues derived under Section 3 of this Ordinance, the following appropriations are hereby made to be expended in conformity and according to the budget submitted by each department head or county official of Oconee County according to such budgets and provisos annexed as "Appendix A".

## 2001-2002 OCONEE COUNTY BUDGET ORDINANCE

### SECTION 5:

**ASSESSMENTS:** The Assessor of Oconee County is hereby directed to determine true market value of all taxable real property and the Auditor of Oconee County is hereby directed to determine true market value of all taxable personal property located within the County, or in lieu thereof to obtain from the South Carolina Department of Revenue and Taxation the assessment for such property, both real and personal (manufacturing property, both real and personal; automobiles, boats, etc.) and shall assess such property not assessed by the South Carolina Department of Revenue and Taxation as provided by law for the basis of levy of ad valorem taxes necessary to carry out the general purposes of this act.

### SECTION 6:

**INVENTORY:** An accurate inventory of all supplies, materials, and equipment shall be maintained by each Department Head having such materials, supplies or equipment in his/her charge. From time to time, as County Council may direct, a physical inventory shall be taken to determine the correctness of the records of the County reflecting the inventory charged to such Department Head.

### SECTION 7:

**ALL** past or previous transfer of funds by order of this Council or previous Councils including present and previous appropriations are hereby validated and confirmed.

Requests for transfers of funds between line items within a departmental budget made by a Department Head, in an amount not to exceed \$5,000 other than the salary line item transfers and/or request(s) to add or delete specific items within a line item may be approved by the County Supervisor upon the recommendation of the Finance Director. Written notification of such transfers shall be provided to the County Council within fifteen (15) days of approval by the County Supervisor. In the event that the Finance Director does not recommend the request, or in the event the County Supervisor does not approve the request, the request may be made directly to the County Council by the Department Head. Nothing contained herein shall preclude a Department Head from initiating such a request directly to the County Council. County Council must approve all transfers and line item description changes in excess of \$5,000.



## 2001-2002 OCONEE COUNTY BUDGET ORDINANCE

### SECTION 7 CONTINUED:

Notwithstanding, any other provision of this section, the Department Head must obtain prior approval by one of the two methods described above before making a transfer of funds from one line item or category to another line item or category or before obligating Oconee County for purchases not specifically authorized by their Budget Ordinance, as delineated in their budget justification. In the absence of a clearly defined budget justification, approval shall come from the same process as described above.

### SECTION 8:

THE appropriations made herein shall not be exceeded, and any officer incurring indebtedness on the part of the County in excess of the appropriations herein made shall be liable upon his/her official bond.

### SECTION 9:

NO officer, elected official or employee of the County shall furnish any services or sell any materials or supplies to the County for pay, except upon open bid, nor shall any employee hold any office that shall conflict with the hours for which he receives pay from the County or in the performance of the official duties, except that a department or agency may at its own discretion, grant a leave of absence, for the period of such conflict. **PROVIDED HOWEVER**, in case of such a leave of absence, the department granting the leave of absence shall employ a qualified substitute for the duration of absence.

### SECTION 10:

ALL COUNTY FUNDS received by the Treasurer of Oconee County shall be deposited in the general or special funds of Oconee County and identified by an account number.

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 Government of the State of South Carolina or any of its agencies, reflecting the receipt and disposition of special funds and grants.

### SECTION 11:

UNEXPENDED appropriated funds for the fiscal year 2000-2001 not previously transferred by July 31, 2001 shall revert to the general fund of the County.



## 2001-2002 OCONEE COUNTY BUDGET ORDINANCE

### SECTION 12:

**THE GOVERNING BODY OF OCONEE COUNTY**, upon recommendation of the Auditor shall levy sufficient mills upon all taxable property in Oconee County, and the Treasurer shall collect all revenues arising there from, as may be necessary or desirable for general County and School purposes as provided in **SECTION 3**, hereof, and as may be necessary for the funding of such contingency funds and capital improvements as may be directed by the Oconee County Council. In addition thereto, the Auditor and Treasurer of Oconee County are hereby ordered and directed to fund, from such tax revenues, such bond repayment sinking fund(s), in such amounts as are necessary so as to provide for an orderly and timely payment of the bonded indebtedness of Oconee County and of the School District of Oconee County, **PROVIDED HOWEVER**, the size and extent of each such fund(s) shall never exceed the total amount necessary to meet one annual payment of interest and principal upon each such sub-obligation. In this regard, it is specifically directed that transfers during the 2001-2002 fiscal year of funds made from the general fund to sinking funds established or required for outstanding bonded indebtedness are hereby specifically ratified, and the same shall constitute a lawful and legal transfer from the general fund without necessity of repayment to the general fund from monies collected specifically for the payment of such obligations of the County or of the School District.

### SECTION 13:

**TRAVEL** of all County officers, employees, commission members or other persons performing travel on County business, duly authorized (hereinafter referred to as County Official) shall be reimbursed only for mileage and meals (meals reimbursed from school line item, mileage from travel line item).

**MILEAGE** shall be reimbursed at the rate of thirty-one cents (\$ .31) per mile for travel performed in a vehicle not owned by the County, State or Municipality, or other publicly owned vehicle, or as a passenger in an automobile, the driver of which is receiving reimbursement for travel. Further, travel for only one (1) vehicle is authorized per four (4) County Officials from the same department attending the same meeting unless prior approval is obtained from the Oconee County Supervisor. All claims for travel shall be on a voucher provided by the Finance Director, which shall show the purpose, date and number of miles traveled.

**IT IS THE RESPONSIBILITY OF THE COUNTY OFFICIAL TO MAKE LODGING ARRANGEMENTS PRIOR TO EMBARKING UPON SAID TRIP AND TO ARRANGE THROUGH ACCOUNTS PAYABLE TO PROVIDE FOR REPAYMENT OF SAME. IF THE COUNTY OFFICIAL CANNOT ABIDE BY FOREGOING POLICY, PRIOR APPROVAL OF THE COUNTY SUPERVISOR (OR DESIGNEE) MUST BE OBTAINED.**

**2001-2002 OCONEE COUNTY BUDGET ORDINANCE**

**SECTION 13 CONTINUED:**

A County Official may be reimbursed for expenses of meals incurred during traveling overnight out of the County on official business not to exceed **THIRTY-FIVE (\$35.00) PER DAY.**

A County Official may be reimbursed for expenses of meals incurred during traveling one (1) day out of the County on official business not to exceed **FIFTEEN DOLLARS (\$15.00) PER DAY.**

**WHEN** lodging is required, the County Official is expected to stay at a standard medium priced hotel/motel whenever possible. If a County Official is to attend a formal meeting, conference or convention he may stay at the hotel where the meeting is being held. The County will pay no more than the regular single room rate per person. Receipts must be presented for all lodging. Advance payments may be made to cover the anticipated travel expense with the approval of the County Supervisor.

**ALL RECEIPTS FOR ADVANCE PAYMENTS MADE TO COVER THE ANTICIPATED TRAVEL EXPENSES MUST BE RETURNED TO ACCOUNTS PAYABLE NO LATER THAN FIVE (5) WORKING DAYS AFTER THE INCURRED EXPENSE OR ALL MONIES OR PORTION OF MONIES UNACCOUNTED FOR, BY WAY OF RECEIPT, SHALL BE RECEIPTED BACK TO THE TREASURER'S OFFICE CREDITING THE ACCOUNT FROM WHICH THE ADVANCE PAYMENT WAS TAKEN, WITH RECEIPT THEN BEING RETURNED TO THE ACCOUNTS PAYABLE OFFICE WITHIN THE SAME FIVE (5) DAY PERIOD.**

**ANY COUNTY OFFICIAL WHO DOES NOT FOLLOW THIS PROCEDURE WILL BE HELD PERSONALLY RESPONSIBLE AND ACCOUNTABLE TO OCONEE COUNTY FOR THE REPAYMENT OF THESE FUNDS. ALL EXPENSES (MEALS, HOTELS, ETC) MUST BE SUPPORTED BY EXPENSE REPORTS AND DATED RECEIPTS. NO DEPARTMENT MAY EXCEED THEIR BUDGETED AMOUNT FOR TRAVEL.**

**SHOULD** it be necessary for any County Official to engage in travel upon and in the furtherance of County business, not provided for in the budget of such official's department, such travel shall be authorized by the approval of Oconee County Council. No County equipment or property shall be used for the benefit of any private person, firm or corporation except as may be specifically authorized by appropriate Ordinance of Oconee County Council.

## 2001-2002 OCONEE COUNTY BUDGET ORDINANCE

### SECTION 14:

**ALL** purchases or contracting for the purchase of equipment, materials, supplies, goods, wares, merchandise, services or anything whatsoever needed and used for County purposes, shall be purchased or contracted according to Ordinance 85-2, "OCONEE COUNTY MANUAL OF CENTRALIZED PURCHASING" as amended by Ordinance 98-7; not to include the Superintendent of Education. Petty cash funds are hereby authorized if such funds are necessary to carry out this section. Subject to the provisions of such ordinance, when such purchasing or placing of orders is made, the equipment, materials, goods, wares, merchandise or services needed shall be purchased from firms or individuals within this state, and whenever possible or practical within Oconee County, whenever such firms or individuals are reliable and offer equipment, materials, goods, wares, merchandise or services of equal quality and specifications with like goods from outside the State or County and at a price equal to or less than the price submitted by such nonresident bidders.

### SECTION 15:

"APPENDIX A" of this Ordinance contains the per line item break down of the budget and provisos for each office or activity funded herein, and incorporated herein by reference. Additionally, further detail regarding line item justification presented concurrently with "Appendix A" is herein incorporated by reference. Any recipient of County funds who is not a part of the County Government shall furnish an itemized statement and/or audit by independent auditor of monies expended by such recipient from the appropriation to such recipient not later than thirty (30) days following the end of the fiscal year for which such appropriation is made.

### SECTION 16:

**ALL** long distance calls made on telephones owned by Oconee County and payable by Oconee County and all calls for which a toll or fee is charged to Oconee County will be logged on a form provided by the Oconee County Council, signed by the department head, and kept in the department for review upon request.

**WHEN** a County Official makes a personal long distance call, the official **must** use his/her calling card or charge it to his/her home phone number.

## 2001-2002 OCONEE COUNTY BUDGET ORDINANCE

### SECTION 17:

**CLOTHING** furnished by Oconee County to prisoners assigned to the Oconee County Law Enforcement Center shall be distinctly marked as determined by the Oconee County Law Enforcement Committee and the Oconee County Law Enforcement Director. **PROVIDED HOWEVER**, the marked clothing shall be other than the prisoner's shirt. Prisoners working outside the Law Enforcement Center shall wear clothing furnished by Oconee County.

### SECTION 18:

**SALARY LINE ITEM TRANSFERS** may be made within a departmental budget administratively upon recommendation of the Department Head/Elected Official and approval of the County Supervisor for the purpose of providing for: (1) temporary employment to replace an employee on leave as per county policy; (2) vacation compensation due by reason of retirement or resignation in good standing as defined by county policy; and (3) for a new employee starting at a pay step above entry level as per county policy.

### SECTION 19:

**THE SALARY AND COMPENSATION STUDY:** This budget ordinance contains the second year of the Salary & Compensation Study completed by the SC Appalachian Council of Governments in fiscal year 2000-2001 as authorized by the Oconee County Council to be performed every three (3) years.

### SECTION 20:

**COUNCIL MEMBER'S SALARIES:** It is the intent of the Oconee County Council to provide salaries in the amount of \$8,000 for Council Members beginning with the calendar year following the next general election.

### SECTION 21:

**SENIOR DEPUTY:** Deputies are eligible for promotion to Senior Deputy upon completion of five (5) years experience in Oconee County Law Enforcement, a satisfactory *Employee's Performance Analysis* and upon recommendation of the Oconee County Sheriff.

**2001-2002 OCONEE COUNTY BUDGET ORDINANCE**

**SECTION 22:**

**HOLIDAYS:** In addition to the holidays reflected in Ordinance 97-14, "OCONEE COUNTY PERSONNEL POLICY & PROCEDURE MANUAL", the following holidays will be observed by Oconee County:

Confederate Memorial Day  
Martin Luther King's Birthday

**SECTION 23:**

**IF ANY PROVISION, PARAGRAPH, WORD, SECTION OR ARTICLE** of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and articles shall not be affected and shall continue in full force and effect.

**THE COUNTY COUNCIL**, by action, duly assembled is authorized to create or abolish, approve and fund such employment positions, together with the job descriptions, requirements, salary and benefits, therefore as may be deemed necessary and appropriate by the County Council for the operation of County Government to include the approval of such matters as to existing staff positions.

**APPROVED & ADOPTED** on third and final reading this 26<sup>th</sup> day of June 2001 by a vote of YES NO

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Opal O. Green  
Council Clerk



OCONEE COUNTY BUDGET ORDINANCE NUMBER 2001-03  
FISCAL YEAR 2001-2002

| DEPARTMENT                                    | PAGE NO. |
|---|----------|
| Aeronautics Commission (#720)                 | 28       |
| Animal Control (#110)                         | 31       |
| Arts & Historical (#201)                      | 25       |
| Assessor (#301)                               | 38       |
| Auditor (#302)                                | 45       |
| Board of Assessment Appeals (#303)            | 65       |
| Boards & Commissions (#701)                   | 36       |
| Building Codes / E-911 Addressing (#702)      | 63       |
| Capital Improvements (#703)                   | 49       |
| Charity Medical (#401)                        | 71       |
| Clerk of Court (#501)                         | 42-43    |
| Communications (#104)                         | 58-59    |
| Computer Tax Center (#304)                    | 20       |
| Coroner (#103)                                | 54       |
| County Council (#704)                         | 69       |
| County Grants (#705)                          | 19       |
| Delegation (#706)                             | 84       |
| Delinquent Tax Collector (#305)               | 50       |
| Department of Social Services (#402)          | 72       |
| Distribution for Bond Sinking Funds (#803)    | 57       |
| Distribution for Schools, Agency Fund (#602)  | 88       |
| Economic Development Division (#707)          | 76       |
| Emergency Preparedness (#105)                 | 72       |
| Finance Department (#708)                     | 62       |
| Fund Distribution (#801)                      | 56       |
| General Expense (#709)                        | 26       |
| Health Department (#403)                      | 75       |
| Human Resources (#710)                        | 65       |
| Information Technology (#711)                 | 64       |
| Juvenile Services (#108)                      | 60       |
| LEC Computer Center (#107)                    | 68       |
| Law Enforcement Center (#106)                 | 82-83    |
| Library (#206)                                | 29-30    |
| Magistrate                                    |          |
| Wallhalla Magistrate (#505)                   | 79       |
| Seneca Magistrate (#506)                      | 80       |
| Westminster Magistrate (#507)                 | 81       |
| Parks, Recreation & Tourism Department (#202) | 39-41    |
| Planning Department (#712)                    | 78       |

OCONEE COUNTY BUDGET ORDINANCE NUMBER 2001-03  
FISCAL YEAR 2001-2002

| DEPARTMENT   | PAGE NO. |
|--|----------|
| Probate Judge (#502)                               | 48       |
| Probation Office (#109)                            | 61       |
| Procurement (#713)                                 | 74       |
| Public Buildings Maintenance (#714)                | 51-53    |
| Register of Deeds (#503)                           | 66       |
| Registration & Elections (#715)                    | 35       |
| Road Department (#603)                             | 46-47    |
| Rock Quarry (Fund 17, #719)                        | 93-95    |
| Rural Fire Department (#102)                       | 24       |
| Sheriff's Department (#101)                        | 21-23    |
| Soil & Water Conservation (#716)                   | 27       |
| Solid Waste  |          |
| Transfer to Enterprise Fund (Fund 10, Dept. 718)   | 70       |
| Solid Waste Enterprise Fund (Fund 16, Dept. 718)   | 89-92    |
| Solicitor (#504)                                   | 37       |
| Supervisor (#717)                                  | 67       |
| Treasurer (#806)                                   | 44       |
| Tri-County Technical College, Agency Funds (#804)  | 88       |
| Vehicle Maintenance Facility (#721)                | 32-34    |
| Veterans Affairs (#404)                            | 77       |
| Fund Balance Carry Forward                         | 15       |
| Revenues   |          |
| Local Revenues (#80)                               | 15-16    |
| State Revenues (#81)                               | 17       |
| Federal Revenues (#82)                             | 18       |
| Capital Projects Fund (#12)                        | 85       |
| Special Revenue Fund (#13)                         | 86       |
| Agency Fund (#14)                                  | 87-88    |
| Enterprise Fund - Solid Waste (Fund 16, Dept. 718) | 89-92    |
| Enterprise Fund - Rock Quarry (Fund 17, Dept. 719) | 93-95    |

Note: Numbers represent as follows:

|         |                  |         |                               |
|---------|------------------|---------|-------------------------------|
| Fund 10 | Local & General  | Fund 14 | Agency Funds                  |
| Fund 12 | Capital Projects | Fund 16 | Enterprise Fund - Solid Waste |
| Fund 13 | Special Revenues | Fund 17 | Enterprise Fund - Rock Quarry |



OCONEE COUNTY BUDGET ORDINANCE NUMBER 2001-03  
FISCAL YEAR 2001-2002

FUND 10 - LOCAL & GENERAL FUNDS

| OLD DEPT # | NEW DEPT # | DEPARTMENT NAME                        | AMOUNT          |
|------------|------------|--|-----------------|
| 02         | 705        | County Grants                          | \$ 1,008,864.00 |
| 03         | 304        | Computer Tax Center                    | \$ 110,521.00   |
| 04         | 101        | Sheriff's Department                   | \$ 3,567,438.00 |
| 05         | 102        | Rural Fire Control                     | \$ 1,357,554.00 |
| 06         | 201        | Arts & Historical Commission           | \$ 131,452.00   |
| 07         | 709        | General Expense                        | \$ 3,085,997.00 |
| 08         | 716        | Soil & Water Conservation              | \$ 43,449.00    |
| 09         | 720        | Aerospace Commission                   | \$ 640,269.00   |
| 10         | 206        | Library                                | \$ 1,079,168.00 |
| 11         | 120        | Animal Control                         | \$ 88,915.00    |
| 12         | 721        | Vehicle Maintenance Facility           | \$ 1,306,384.00 |
| 13         | 715        | Registration & Elections               | \$ 110,133.00   |
| 15         | 701        | Boards & Commissions                   | \$ 10,223.00    |
| 16         | 504        | Solicitor                              | \$ 272,941.00   |
| 17         | 301        | Assessor                               | \$ 595,571.00   |
| 18         | 202        | Parks, Recreation & Tourism Department | \$ 1,022,327.00 |
| 19         | 501        | Clerk Of Court                         | \$ 472,775.00   |
| 20         | 306        | Treasurer                              | \$ 217,828.00   |
| 21         | 302        | Auditor                                | \$ 232,175.00   |
| 22         | 601        | Road Department                        | \$ 4,163,442.00 |
| 23         | 502        | Probate Judge                          | \$ 259,137.00   |
| 24         | 703        | Capital Improvement                    | \$ 683,044.00   |
| 25         | 305        | Tax Collector                          | \$ 161,285.00   |
| 26         | 714        | Public Buildings Maintenance           | \$ 659,453.00   |
| 27         | 103        | Coroner                                | \$ 102,540.00   |
| 28         | 710        | Human Resources                        | \$ 232,679.00   |
| 29         | 801        | Fund Distribution                      | \$ 191,000.00   |
| 30         | 803        | Distribution For Bond Sinking Fund     | \$ 1,222,680.00 |
| 31         | 104        | Communications                         | \$ 698,681.00   |
| 33         | 108        | Juvenile Services                      | \$ 35,800.00    |
| 34         | 109        | Probation Office                       | \$ 5,293.00     |

**OCONEE COUNTY BUDGET ORDINANCE NUMBER 2001-03  
FISCAL YEAR 2001-2002**

**FUND 10 - LOCAL & GENERAL FUNDS**

| OLD DEPT #                                 | NEW DEPT # | DEPARTMENT NAME                         | AMOUNT           |
|--|------------|---|------------------|
| 36   | 708        | Finance Office                          | \$ 252,801.00    |
| 37   | 702        | Building Codes/E-911 Addressing         | \$ 329,967.00    |
| 38   | 711        | Information Technology                  | \$ 204,159.00    |
| 39   | 303        | Board of Assessment Appeals             | \$ 12,717.00     |
| 41   | 503        | Register Of Deeds                       | \$ 265,952.00    |
| 42   | 717        | Supervisor                              | \$ 217,932.00    |
| 43   | 107        | OLEC Computer Center                    | \$ 46,270.00     |
| 45   | 204        | County Council                          | \$ 147,215.00    |
| 49   | 718        | Solid Waste Transfer To Enterprise Fund | \$ 2,778,009.00  |
| 50   | 401        | Charity Medical                         | \$ 336,510.00    |
| 53   | 105        | Emergency Preparedness                  | \$ 338,166.00    |
| 55   | 402        | Department of Social Services (DSS)     | \$ 11,533.00     |
| 56   | 713        | Procurement                             | \$ 151,868.00    |
| 57   | 403        | Health Department                       | \$ 116,414.00    |
| 58   | 707        | Economic Development Commission         | \$ 965,913.00    |
| 59   | 404        | Veterans Affairs                        | \$ 69,200.00     |
| 61   | 712        | Planning Commission                     | \$ 100,678.00    |
| 70   | 505        | Walhalla Magistrate                     | \$ 203,111.00    |
| 71   | 506        | Seneca Magistrate                       | \$ 176,998.00    |
| 72   | 507        | Westminster Magistrate                  | \$ 100,188.00    |
| 74   | 106        | Law Enforcement Center                  | \$ 1,327,763.00  |
| 77   | 706        | Delegation                              | \$ 40,152.00     |
| Total Fund 10 Budget (07/01/01 - 06/30/02) |            |   | \$ 31,981,334.00 |

| BUDGET CODE                                  | DESCRIPTION      | AMOUNT           |
|--|------------------|------------------|
| 80   | Local Revenues   | \$ 28,820,339.00 |
| 81   | State Revenues   | \$ 2,761,587.00  |
| 82   | Federal Revenues | \$ 398,808.00    |
| Total Fund 10 Revenues (07/01/01 - 06/30/02) |                  | \$ 31,981,334.00 |

OCONEE COUNTY BUDGET ORDINANCE NUMBER 2001-03

FISCAL YEAR 2001-2002

FUND 12 - CAPITAL PROJECTS

| DESCRIPTION             | AMOUNT          |
|-------------------------|-----------------|
| Revenue                 | \$ 2,103,454.00 |
| Fund 12 - Total Revenue | \$ 2,103,454.00 |

| DESCRIPTION                  | AMOUNT          |
|------------------------------|-----------------|
| Expenditures                 | \$ 2,103,454.00 |
| Fund 12 - Total Expenditures | \$ 2,103,454.00 |

FUND 13 - SPECIAL REVENUES

| DESCRIPTION              | AMOUNT        |
|--------------------------|---------------|
| Local Revenues (80)      | \$ 38,000.00  |
| State Revenues (81)      | \$ 352,250.00 |
| Fund 13 - Total Revenues | \$ 390,250.00 |

| DESCRIPTION                  | AMOUNT        |
|------------------------------|---------------|
| Department Expense           | \$ 390,250.00 |
| Fund 13 - Total Expenditures | \$ 390,250.00 |

FUND 14 - AGENCY FUNDS

| DESCRIPTION                          | AMOUNT           |
|--------------------------------------|------------------|
| School Taxes (Operational)           | \$ 42,629,500.00 |
| National Forestry - School           | \$ 63,000.00     |
| Sub-Total (School Operational)       | \$ 42,692,500.00 |
| School Taxes (Bonds)                 | \$ 4,010,411.00  |
| Tri-County Technical College         | \$ 652,771.00    |
| Tri-County Technical College (Bonds) | \$ 266,615.00    |
| Fund 14 - Total Revenues             | \$ 47,622,297.00 |

| DESCRIPTION                              | AMOUNT           |
|--|------------------|
| School (Operational)                     | \$ 42,285,300.00 |
| Technology                               | \$ 344,200.00    |
| National Forestry                        | \$ 63,000.00     |
| School Bonds                             | \$ 4,010,413.00  |
| Sub-Total (School Expenditures)          | \$ 46,702,913.00 |
| Tri-County Technical College             | \$ 652,771.00    |
| Tri-County Technical College (Bonds)     | \$ 266,613.00    |
| Sub-Total (Tri-County Tech Expenditures) | \$ 919,384.00    |
| Fund 14 - Total Revenues                 | \$ 47,622,297.00 |

OCONEE COUNTY BUDGET ORDINANCE NUMBER 2001-03  
FISCAL YEAR 2001-2002

FUND 16 - SOLID WASTE ENTERPRISE FUND

| DESCRIPTION             | AMOUNT          |
|-------------------------|-----------------|
| Local Revenue           | \$ 3,579,009.00 |
| State Revenue           | \$ 25,000.00    |
| Fund 16 - Total Revenue | \$ 3,604,009.00 |

| DESCRIPTION                  | AMOUNT          |
|------------------------------|-----------------|
| SWC Expenditures             | \$ 3,604,009.00 |
| Fund 16 - Total Expenditures | \$ 3,604,009.00 |

FUND 17 - ROCK QUARRY ENTERPRISE FUND

| DESCRIPTION              | AMOUNT          |
|--------------------------|-----------------|
| Rock Quarry Revenue      | \$ 3,322,557.00 |
| Fund 17 - Total Revenues | \$ 3,322,557.00 |

| DESCRIPTION                  | AMOUNT          |
|------------------------------|-----------------|
| Rock Quarry Expenditures     | \$ 3,322,557.00 |
| Fund 17 - Total Expenditures | \$ 3,322,557.00 |

## BUDGET REVISIONS MADE BETWEEN PUBLIC HEARING &amp; THIRD/FINAL READING

|                    |                           | Public Hearing       | 3rd Reading          | + / -              | Notes  |
|--------------------|---------------------------|----------------------|----------------------|--------------------|--|
| 10-080-00805-09899 | G Fund Bal Carry Fwd      | \$ 59,345,081.00     | \$ 59,350,081.00     | \$ 5,000.00        | Adjustment due to roll over                  |
| 10-019-00150-00020 | Court Expense             | \$ 67,000.00         | \$ 72,000.00         | \$ 5,000.00        | Roll Over                                    |
| 10-024-00150-00006 | Misc Capital Improvements | \$ 272,294.00        | \$ 218,044.00        | \$ (54,250.00)     | Adjustment to balance                        |
| 10-037-00110-03702 | Building Inspector        | \$ 26,835.00         | \$ 26,835.00         | \$ 0.00            | Data Entry Error                             |
| 10-042-00150-00025 | Professional              | \$ 2,000.00          | \$ 57,000.00         | \$ 55,000.00       | Funds resulting from resignation of Engineer |
| 10-058-00150-00068 | Advertising               | \$ 33,000.00         | \$ 33,250.00         | \$ 250.00          | Data Entry Error                             |
|                    | <b>Total</b>              | <b>\$ 400,929.00</b> | <b>\$ 405,929.00</b> | <b>\$ 5,000.00</b> |  |

|                    |                           | Public Hearing       | 3rd Reading          | + / -                 | Notes                              |
|--------------------|---------------------------|----------------------|----------------------|-----------------------|------------------------------------|
| 17-080-00805-15402 | Trans To/From Intergovern | \$ 457,281.00        | \$ 445,957.00        | \$ (11,324.00)        |                                    |
| 17-054-00110-05401 | Administrative Assistant  | \$ 28,659.00         | \$ 28,934.00         | \$ 275.00             | Data Entry Error                   |
| 17-054-00110-05402 | Heavy Equip Oper IV R/C   | \$ 36,902.00         | \$ 20,959.00         | \$ (15,943.00)        |                                    |
| 17-054-00130-00013 | Social Security           | \$ 39,009.00         | \$ 39,147.00         | \$ 138.00             |                                    |
| 17-054-00130-00017 | Retirement                | \$ 35,736.00         | \$ 35,053.00         | \$ (683.00)           | Adjustment in Funds due to payroll |
| 17-054-00130-00019 | Workers Compensation      | \$ 44,240.00         | \$ 43,329.00         | \$ (911.00)           |                                    |
|                    | <b>Total</b>              | <b>\$ 681,446.00</b> | <b>\$ 671,129.00</b> | <b>\$ (10,317.00)</b> |                                    |

CIRCUIT COURT  
(864)638-4280

SALLIE C. SMITH  
CLERK OF COURT  
P.O. BOX 678  
WALHALLA, S. C. 29691  
FAX (864)638-4282

FAMILY COURT  
(864) 638-4280

June 21, 2001

TO: The Honorable Ann H. Hughes

FROM: Sallie *Sallie*

RE: carry-over funds from Court Expense

Request is hereby made to carry-over a portion of funds in the 2000-2001 Court Expense Account (10-019-00150-00026) for the purpose of printing a formal, bound book (s) of the Family Court Case Index for the years 1994 thru 2000 and merged with the Common Pleas Case Index. At present they are stored in floppy binders on green bar paper by year which get cumbersome when merged and is of a temporary type index.

I have sent my tapes to Smith Data to determine the amount they would charge to print this into a nice, bound book and it will be Monday before I can get a true figure on the line charge. I would not expect this to exceed \$5,000.00, hopefully around \$3500, but just to be cautious I believe we should hold \$5,000.00. I will advise finance ASAP when I get the true figure.

Thank you for allowing me to do this.

scs/

APPROVED:

*Ann H. Hughes*  
ANN H. HUGHES, SUPERVISOR  
OCOMTE

DATE:

*6-21-01*

*Phyllis P. Lombard*  
PHYLLIS LOMBARD,  
FINANCE DIRECTOR

DATE:

*6-21-01*

City of Walhalla  
206 North Church Street  
Post Office Box 1099  
Walhalla, South Carolina 29691

(864)638-4343

Fax (864)638-4357

June 18, 2001

Ms. Phyllis Lombard  
Finance Director  
Oconee County  
415 South Pine Street  
Walhalla, South Carolina 29691

Dear Ms. Lombard:

The City of Walhalla respectfully requests consideration by County Council of funding in the amount of \$5000. This funding will be used for a recreation area restoration project.

A committee of citizens has approached the City Council with the urgency of the need for restoring the original Jay Cee's Park on the west-side City limit boundary into a safe, wholesome and beautiful place for children to play and grow.

This park that includes the swimming pool, tennis and basketball courts is the victim of a blighted city/county residential area and subject to undesirable activity by teen and adult groups. It is the park of strong sentimental memories for you, parents who grew up there and now want to share their childhood experiences with their own families.

The City of Walhalla desires to support the City Park Restoration Committee and desperately needs the cooperation and financial assistance of the Oconee County Council.

Thank you for your support.

Sincerely,



William Whitmore  
Mayor

cc- Mr. Tom Hall III, Chairman, Finance Committee  
Mr. Kerry Johns, County Council, District II



415 South Pine Street  
Walhalla, SC 29691  
Phone: 864 718 1023  
Fax: 864 718 1024  
E-Mail: [og10211@oconeecsc.com](mailto:og10211@oconeecsc.com)

## ***OCONEE COUNTY COUNCIL OFFICE***

### **MEMORANDUM**

**TO:** COUNCIL MEMBERS  
**FROM:** OPAL O. GREEN, COUNCIL CLERK  
**SUBJECT:** REQUEST FOR CONTINGENCY FUNDS  
**DATE:** 8/26/01

Gentlemen: I am requesting approval for a transfer in the amount of \$5,800 from contingency into County Council Schools, Seminars & Training due to the SC Association of Counties Meeting be moved from August to July and we had to make reservations in May to get them in the motel where the conferences are held. If I wait and pay the balances out of the 2001-02 budget, I will be short of funds for making reservations for the 2002-03 conference. Thank you for your consideration in this matter.

og

MEMORANDUM

TO: OPAL GREEN  
FROM: LADALE PRICE  
DATE: 06/26/01  
SUBJECT: OVERTIME ACCOUNT

WOULD YOU PLEASE ASK COUNTY COUNCIL FOR A TRANSFER FROM  
CONTINGENCY FOR THE AMOUNT OF \$8,907.00 TO THE OVERTIME  
ACCOUNT TO COVER THE LAST TWO MONTHS OF THE FISCAL YEAR. THIS  
IS DUE TO OVERTIME USAGE FOR INCLEMENTMENT WEATHER. THANK  
YOU!

| DEPT # | NAME                             | AMOUNT USED   |
|--------|----------------------------------|---------------|
| 5      | RURAL FIRE                       | \$ 75.00      |
| 9      | AIRPORT                          | \$ 8,090.00   |
| 10     | LIBRARY                          | \$ 145.00     |
| 11     | ANIMAL CONTROLL                  | \$ 6,361.00   |
| 12     | MOTOR POOL                       | \$ 2,711.00   |
| 13     | VOTER REG                        | \$ 587.00     |
| 16     | SOLICITOR                        | \$ 460.00     |
| 17     | ASSESSOR                         | \$ 495.00     |
| 19     | CLERK OF COURT                   | \$ 5,481.00   |
| 20     | TREASURER                        | \$ 3,327.00   |
| 21     | AUDITOR                          | \$ 2,251.00   |
| 22     | ROAD DEPT                        | \$ 13,945.00  |
| 23     | PROBATE JUDGE                    | \$ 135.00     |
| 25     | TAX COLLECTOR                    | \$ 6,228.00   |
| 26     | PUBLIC BLDG                      | \$ 120.00     |
| 28     | HUMAN RESOURCES                  | \$ 650.00     |
| 36     | FINANCE                          | \$ 734.00     |
| 37     | BUILDING CODES                   | \$ 7,831.00   |
| 41     | REGISTER OF DEEDS                | \$ 354.00     |
| 53     | EMERG PREP                       | \$ 68.00      |
| 56     | PURCHASING                       | \$ 10.00      |
| 59     | VA                               | \$ 144.00     |
| 60     | MAGISTRATE                       | \$ 979.00     |
| 61     | PLANNING                         | \$ 638.00     |
| 77     | DELEGATION                       | \$ 98.00      |
|        | TOTAL AMOUNT USED                | \$ 61,907.00  |
|        | BUDGET AMOUNT 10-007-00110-00710 | \$ 56,000.00  |
|        | DIFFERENCE                       | \$ (5,907.00) |
|        | ESTIMATE PAYROLL 25              | \$ (1,500.00) |
|        | ESTIMATE PAYROLL 26              | \$ (1,500.00) |
|        | AMOUNT NEEDED                    | \$ (8,907.00) |
|        |                                  |               |
|        |                                  |               |
|        |                                  |               |

**TOTAL COST OF ALL PROJECTS LESS NEW ENTRY  
TO TAX CENTER**

(NEED STRUCTURAL ENGINEER TO APPROVE)

Council Chamber Wall - \$3,000

Vinyl Tile in Lobby Areas of Treasurer and Auditor - \$3,700

Lighting Contractors for Council Chambers - \$1,800

Sheet Rock and Paint for Hallway in Tax Center - \$5,000

Tile three (3) Entrances with Non-Skid Ceramic Tile & Transitions - Tax Center - \$1,800

Tile Base Around Walls in Tax Center - \$1,500

Stain Hall Floor in Tax Center - \$250

\*\*Requested by Jim Smith for Pipe Insulation in Boiler Room & other Areas of Courthouse - \$2,000





## Third Year Forensics Grant

### Personnel

**Total: \$54,012.00**

|                     |                               |
|---------------------|-------------------------------|
| Current Criminalist | \$54,012 (Salary and fringes) |
|---------------------|-------------------------------|

The above salary and fringes were calculated using the figures for 2001. This is subject to variances in these factors for 2002.

### Travel

**Total: \$3,139.00**

|                                 |         |
|---------------------------------|---------|
| 15 nights lodging @ \$120/night | \$1,800 |
| 17 days meals @ \$28/day        | \$476   |
| 2500 miles @ \$0.345/mile       | \$863   |

The above travel and subsistence dollars are for training on the use and maintenance of new instrumentation, professional meetings for forensic/drug chemists, and recertification training courses.

### Equipment

**Total: \$66,000.00**

|                                       |          |
|---------------------------------------|----------|
| GC/FID for BA and Arson               | \$45,500 |
| Service Contracts for Instrumentation | \$15,000 |
| Photo copier                          | \$5,500  |

### Other

**Total: \$20,300**

|                          |         |
|--------------------------|---------|
| Supplies                 | \$6,000 |
| Chemicals/Gases          | \$5,000 |
| Training registration    | \$4,000 |
| Hazardous waste disposal | \$1,500 |
| Computer/Office supplies | \$1,000 |
| Digital Camera           | \$1,000 |
| 35mm Camera system       | \$1,000 |
| Video Camera             | \$800   |

|                     |           |
|---------------------|-----------|
| Total Grant Budget: | \$143,451 |
| Federal Funds:      | \$107,588 |
| Matching funds:     | \$35,863  |
| Anderson County:    | \$11,954  |
| Anderson City:      | \$11,954  |
| Oconee County:      | \$11,954  |

1<sup>st</sup> Year Match  
\$18,005

2<sup>nd</sup> Year Match  
\$17,608

3<sup>rd</sup> Year Match  
\$11,954



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF OCONEE )

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** made and entered into 1<sup>st</sup> day of July, 2001, by and between **OCONEE COUNTY, SOUTH CAROLINA** (hereinafter "the LESSOR") and **TINA C. COBB AND WILLIAM RANDALL CHASTAIN** (hereinafter "the LESSEES"), and this Agreement is made and executed in duplicate originals.

**SECTION 1:**  
**PREMISES**

For and in consideration of the rental hereinafter specified and the mutual promises and covenants contained herein, Lessor hereby agrees to lease and demise unto the Lessees, and the Lessees agree to the following described premises, to-wit:

All that certain piece, parcel or tract of land at **113 West Main Street, Walhalla, South Carolina**, whereupon the building and/or business known as Bantam Chef is presently located, together with the right to the common use of the driveways and parking areas located in Brown's Square that are reasonable and necessary to the continued operation of the Bantam Chef Restaurant.

**SECTION 2:**  
**NOTICE AND PARTIES**

The Lessor certifies that it is the owner of the premises and that Ann H. Hughes, in her representative capacity as Supervisor of Oconee County, South Carolina with the approval of Oconee County Council, in session duly assembled, authorized to enter into a Rental Agreement on behalf of the Lessor and all notices, demands and service of process may be made upon the Lessor at the following address, to-wit: **415 SOUTH PINE STREET, WALHALLA, SOUTH CAROLINA 29691**.

The Lessees certify that all notices, demands or service of process may be made upon the Lessees at the following address, to-wit: **113 WEST MAIN STREET, WALHALLA, SOUTH CAROLINA 29691**.

**SECTION 3:**  
**TERMS AND RENTAL**

**3.1 Term**

The initial term of this Lease shall be for a period of **fifteen (15) years**, that is, commencing on the date first above written and ending on the **30<sup>th</sup> day of June, 2016**; provided however, that Lessees shall have the right and option to terminate the lease at anytime during the term by delivering to Lessor notification of the termination at least **thirty (30) days** prior to the effective date of termination and paying all rent and/or sums due through the termination date.

**3.2 Rental**

The rental for the initial term shall be the sum of **THREE THOUSAND, SIX HUNDRED AND NO/100 (\$3,600) DOLLARS**, to be due and payable in advance in equal monthly installments of **ONE HUNDRED, FIFTY AND NO/100 (\$150.00) DOLLARS** each, commencing on the date of the execution of this document and a like amount on a like day of each month thereafter during the term, always in advance.

**SECTION 4:  
COVENANTS OF THE LESSOR**

The Lessor, for its successors and assigns, covenants and agrees with the Lessees as follows, to-wit:

**4.1: Peaceful Possession**

The Lessees shall enjoy quiet and peaceful possession of the leased premises so long as the same be not inconsistent with the terms of this Lease and the Lessees have not breached any of the terms, conditions, covenants or duties of the Lessees hereunder.

**4.2: Right of Inspection**

The Lessor reserves the right to go upon the premises from time to time to inspect the same, but agrees that such inspection shall be carried on in such a manner as not to interfere with the continued peaceful possession thereof by the Lessees.

**4.3: Alterations, Decorations and Improvements**

The Lessor agrees to allow the Lessees to continue to maintain the present improvements on the premises and to improve the premises and/or construct and install buildings and/or trade fixtures upon the premises at Lessees' sole expense, provided (1) that all improvements, buildings and/or trade fixtures are of good quality materials and workmanship; (2) that such improvements do not interfere with the Lessor's use of the adjacent property; (3) that neither the Lessor nor the premises shall be responsible for the payment of same; and (4) that any improvements which increase the size or dimensions greater than that of the existing building located upon the property must be submitted for approval by the Lessor in advance. In addition, all buildings, trade fixtures and/or improvements upon the property shall, within thirty (30) days of the expiration or termination of this Lease, be removed from the premises at the Lessees' sole expense.

**SECTION 5:  
COVENANTS OF THE LESSEES**

The Lessees, for themselves, their heirs, successors and assigns, hereby covenant and agree with the Lessor, which covenants and agreements shall be and constitute conditions subsequent to the enjoyment of the premises by the Lessees and a breach thereof shall constitute a material breach of the Lease as follows, to-wit:

**5.1: Payment of Rental and Permitted Activity**

The Lessees agree to pay the rental when due and shall not allow the leased premises to be used for any illegal or unlawful activity nor any activity which would constitute a public or private nuisance nor any activity which would adversely affect the value of the property. The Lessees further agree that in using the property, they will, at all times, comply with any and all statutory laws and/or rules and regulations of any federal and/or state regulatory agencies; that they will do nothing whatsoever to contaminate the land and/or ground water supply, and that they will, on a periodic and regular basis, remove all trash, junk and/or debris from the premises so as to always maintain the premises in a safe, sanitary and sightly condition.

**5.2: Subletting**

Lessees shall not sublet the premises nor assign or transfer this Lease to any other person, firm or corporation without the prior written consent of the Lessor, which consent shall not be arbitrarily or unreasonably withheld.

**5.3: Public Liability Insurance**

The Lessees, so long as this Lease shall be in full force and effect, shall keep and maintain on the premises public liability insurance in the amount not less than **THREE HUNDRED THOUSAND AND NO/100 (\$300,000) DOLLARS** and in such form as to protect the Lessor and the leased premises from any claim for injury to any person or damage to any property upon the premises and shall furnish to the Lessor a copy of the policy providing such coverage, together with evidence of prompt payment of all premiums due thereunder and such policy of insurance shall likewise direct that such policy shall be written with the Lessor being "an additional named insured".

**5.4: Acceptance of the Premises**

The Lessees acknowledge that they are familiar with the property, that they have had ample opportunity to inspect same, and that they accept the premises "as is" in its present condition.

**5.5: Hold Harmless and Indemnification**

The Lessees specifically warrant and agree that the Lessor shall not be liable to Lessees or their agents, employees, customers, patrons, visitors or guests for any injury, property damage or death occurring in or about the demised premises and that the Lessees shall defend, hold harmless and indemnify Lessor against all such claims by any third persons whatsoever. The Lessees shall also, at all times, endeavor not to cause nor allow to be caused any type of soil or water contamination on the leased premises as well as adjoining premises which may be attributed to any activities conducted on the leased premises on and after the date of this agreement and the Lessees shall be solely responsible for any contamination of the soil or water on the leased premises or adjoining premises and shall release, defend, hold harmless and indemnify Lessor for any and all such claims of third parties, including, but not limited to, all State and Federal Environmental Regulatory Agencies.

**SECTION 6:**

**THE LESSOR AND LESSEES MUTUAL COVENANT  
AND AGREE EACH WITH THE OTHER AS FOLLOWS**

**6.1: Duty to Maintain**

Lessor and Lessees both acknowledge that this is a ground lease and that the improvements, buildings, fixtures, etc. presently located on the premises do not belong to the Lessor and that the Lessees are taking the premises in "as is" condition. It is further understood and acknowledged by the Lessor and the Lessees that the Lessees intend to continue to operate the restaurant business known as the Bantam Chef upon the premises and that the improvements, buildings and/or fixtures presently located on the premises or hereafter erected or constructed thereon shall be removed by the Lessees at their sole expense within **thirty (30) days** after the termination or expiration of this Lease; however, during the term of this Lease, the Lessees agree that they will erect, construct, repair and maintain any and all improvements, buildings or fixtures upon the property in a good, safe workmanlike manner and/or condition; that the cost of constructing, erecting, repairing and/or maintaining any and all improvements, buildings, fixtures, etc. on the property during the term of this Lease shall be the sole and exclusive responsibility and/or liability of the Lessees; and that they will never do anything to allow nor cause to be placed upon the premises any claims or liens of any kind. Lessees further agree to keep the building and surrounding premises neat and clean.

**6.2: Remedy on Breach**

In the event the Lessees breach any of the terms of this Lease, including, but not limited to, the failure to pay the rental within twenty (20) days after the same is due, then, in such an event, the Lessor shall have the right to retake possession of the leased premises and all rights of possession of the Lessees shall end. The Lessees shall also be responsible for reasonable attorney fees and Court costs incurred by the Lessor in the enforcement of the Lessees' obligations hereunder in addition to any other damages, which the Lessor may be entitled to recover from the Lessees, pursuant to the statutory laws of the State of South Carolina.

**6.3: Effect of Bankruptcy or Insolvency**

Should the Lessees file for protection under the Bankruptcy Statutes of the United States, or the statutory laws of the State of South Carolina, or enter into any assignment for the benefit of creditors, or go into receivership, voluntarily or involuntarily, such action and acts of the Lessees shall constitute a breach of this Lease and the Lessor may, at the Lessor's option, retake possession of the premises in the same manner as if the Lessees had failed to pay the rental when due. Additionally, the failure of the Lessees to pay any judgment creditor within **thirty (30) days** after taking of a judgment arising out of the operation of the Lessees' business upon the premises shall constitute prima facie evidence of insolvency unless the judgment is timely appealed and a sufficient appeal bond is posted with the Court. Lessees' failure to pay a judgment creditor or post a sufficient bond for full payment of the judgment within **thirty (30) days** after the judgment is taken shall entitle the Lessor to exercise its option to declare the Lease breached and to terminate the same.

**6.4: THE LESSEES ACKNOWLEDGE THAT THE LESSOR HAS AFFORDED THE LESSEES AN OPPORTUNITY TO INSPECT THE PREMISES AND THAT THE LESSEES ACCEPT THE PREMISES IN ITS PRESENT CONDITION "AS IS". THE LESSOR OTHER THAN THE WARRANTY FOR QUIET AND PEACEFUL POSSESSION OF THE PREMISES MAKES NO OTHER WARRANTIES EXPRESSED OR IMPLIED AND THE LESSEES WAIVE ANY AND ALL FURTHER EXPRESSED OR IMPLIED WARRANTIES.**

**6.5: Acknowledgement and Binding Effect**

Each of the parties acknowledges receipt of one (1) copy of the Lease, duly executed, which shall be and constitute an original. Each agrees that the terms hereof shall be binding upon themselves, their heirs, successors and assigns, during the term created herein.



TO ALL OF WHICH THE PARTIES HAVE HERETOFORE AGREED AND IN WITNESS WHEREOF, have placed their hands and affixed seals this day and date first above written.

IN THE PRESENCE OF:

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

Oconee County, South Carolina, Lessor

BY:

\_\_\_\_\_  
Ann H. Hughes, Supervisor

\_\_\_\_\_  
Tina C. Cobb, Lessor

\_\_\_\_\_  
William Randal Chastain, Lessee

STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **Oconee County, South Carolina, by Ann H. Hughes, Supervisor**, sign, seal and as the Lessor(s) act and deed deliver the within instrument for the uses and purposes therein mentioned and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_  
of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **Tina C. Cobb** sign, seal and as the Lessee(s) act and deed deliver the within instrument for the uses and purposes therein mentioned and (s)he with the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_  
Of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_



STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named **William Randall Chastain** sign, seal and as the Lessee(s) act and deed, deliver the within instrument for the uses and purposes therein mentioned, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires \_\_\_\_\_