



PUBLIC COMMENT SESSION SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

Tuesday, May 17, 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	BAYLUS MORGAN	NORTH FAIRPLAY VIEW COMMUNITY	SAME
2	Diek Ross	FIBER RING	
3	Dr. Nora Field	SDOC Budget	
4	B.S.		
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NON

BT



PUBLIC HEARING SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

DATE: May 17, 2011

7:00 p.m.

Ordinance 2011-05 "AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO"
(Housing and Affordable Housing Request)

Ordinance 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"

Ordinance 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"

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

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

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

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

	Ordinance #	2011-05	2011-12	2011-13
1. Ted Snyder		✓		
2. John Allen		✓		
3.				
4.				
5.				
6.				
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11.				
12.				
13.				
14.				
15.				



OCONEE COUNTY COUNCIL
ABSTENTION FORM

Council Member Name:

Joel Thrift, Chairman

(Please Print)

Council Member Signature:

[Handwritten Signature]

Meeting Date:

05-17-2011

Item for Discussion/Vote:

CD #2 PO # 48053
\$20,809 MCC #1

Reason for Absention:

I was not present for original meeting/discussion

I have a personal/familial interest in the issue

Other: _____

[Handwritten Signature]
Elizabeth G. Hulse
Clerk to Council

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

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: May 17, 2011
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Third Reading of Ordinance 2011-05: "AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO"

BACKGROUND OR HISTORY:

The proposed Ordinance 2011-05 stems from a citizen-initiated rezoning request. On February 15, 2011 Council took first reading in title only and referred the request to the Planning Commission for their review. The Planning Commission took up the request at a regularly scheduled meeting on March 7, 2011. Planning staff presented the request and made a recommendation to the Commission regarding the proposed rezoning and compliance with the Comprehensive Plan. After taking into consideration the staff's recommendation and public input, the Commission forwarded their recommendation to Council.

On April 5, 2011 Council considered the Planning Commission recommendation and took 2nd reading on the rezoning ordinance. A public hearing was set for May 17, 2011.

SPECIAL CONSIDERATIONS OR CONCERNS:

None

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:

Hold the Public Hearing and take 3rd and final reading of Ordinance 2011-05.

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 2011-05

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.

CREATE Oconee

Create Oconee Oconee County Council

Leadership Oconee County

Class of 2011

May 17, 2011



CREATE Oconee

Background & Purpose

- Leadership Oconee County Class of 2011 Project
 - Competing agendas, sub-groups began to form
 - LOC “Island” and disinterest or disengagement
- Successful project required broader scope



Background & Purpose

- Community collaboration so all ideas are represented is essential
- Fundamental to every initiative is preservation of culture and natural resources for use by future generations
- Promote education and innovation in each endeavor



Core Values

- Preserve our Cultural Heritage
- Recognize Excellence in Education
- Reward Creativity and Innovation
- Protect our Natural Resources



Mission

To enhance and promote the quality of life in Oconee County in a way that preserves our cultural heritage, protects our natural resources and promotes our education excellence by rewarding creativity and innovation.



Vision

A movement whereby Oconee County's residents and leaders are inspired to join together to lessen our individual and collective footprints thereby ensuring our local communities' futures are bright and prosperous for generations to come.

CREATE Oconee

Brand

- Framing and defining issues or needs
- Building awareness
- Dissemination of information and solutions
- Creating personal convictions that change needs to occur, e.g., “public will”
- Evaluating while reinforcing



- Officially launched with “What’s Your Footprint?” Kickoff Event (3/24/11) with over 200 in attendance
- Identify critical partners and responsibilities; obtain additional resolutions of support
- Develop operations/marketing plan
- Secure necessary funding
- Recruit/hire Executive Director
- Formally organize and nominate steering committee

CREATE Oconee

Support Building

- Broad, all-encompassing purpose
- Leadership and members that represent large and diverse cross-section of Oconee County
- Organizations key to Create Oconee
 - SDOC (passed resolution)
 - Oconee Alliance
 - LOC Alumni Association
 - The Artist's Loft, Northland Communications, View Digital Media, BorgWarner, The Journal, Oconee Medical Center, The Vault Event Center, Blue Ridge Bank, Blue Ridge Electric Co-op, GEL Engineering, LLC, Keowee River, BB&T, Carolina First, Community First Bank, Oconee By Choice, Oconee Physician Practices, Walmart, Zone 7, Aesthetics, Just Aircraft, Lift-Tek, MoreSun, The Palmetto Bank, R&L Cards, Upstate Forever, Wildwater

CREATE Oconee

Thank You

Leadership Oconee County
Class of 2011



Create A Better Tomorrow Today

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

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

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

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

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

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

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

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

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

Parcel (Tax Identification Number)

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

- All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. The Zoning Enabling Ordinance, Ordinance 2007-18, and Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
- Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
- 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.
- 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 17th day of May, 2011.

OCONEE COUNTY, SOUTH CAROLINA

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

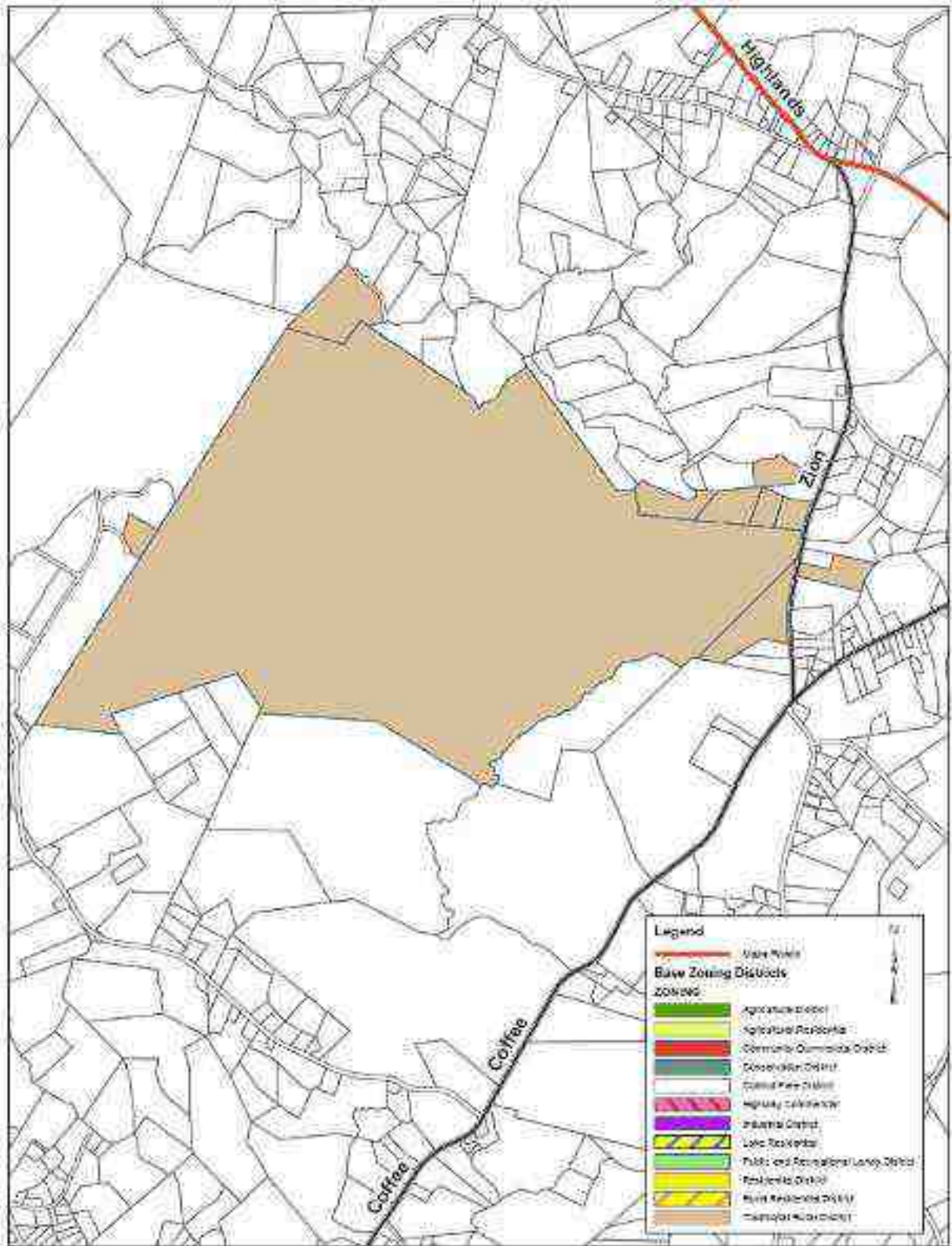
ATTEST:

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

First Reading: February 15, 2011
 Second Reading: April 5, 2011
 Public Hearing: May 17, 2011
 Third Reading: May 17, 2011

APPENDIX A

Parcels Rezoned by Ordinance 2011-05



**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 17th day of May, 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: May 17, 2011
Public Hearing: May 17, 2011

**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]

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.

**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 17th day of May, 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: May 17, 2011
Public Hearing: May 17, 2011

**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
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

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.

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 aforesaid 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.

SECTION 7.

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 8.

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 9.

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 10.

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 11.

All unexpended appropriations as of June 30, 2011, except for those noted in Section 8, Section 9, and Section 10 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 12.

The County Administrator, as required by state law, shall oversee and supervise the day-to-day implementation of this budget ordinance, including the execution and delivery, on behalf of the County, of all contractual documents necessary or required for the expenditure of funds authorized by this budget ordinance, for the purposes for which such

funds are so authorized. Subject to the procurement policies of the County, the County Administrator is hereby authorized to contact and enter into contracts on behalf of the County for purposes, activities and matters budgeted for herein.

SECTION 13.

The fees authorized for all county departments to charge for services of the county and to use for operations of the county are as set forth in 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 14.

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 15.

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 16.

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: May 17, 2011
Public Hearing: May 31, 2011
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.

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.

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

	FY 2011 Fees	FY 2012 Fees
GENERAL COUNTY FEES [applicable to all departments]:		

Copies

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

County Road Maps

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

Fees Collected by Department [Alphabetical Order]

Animal Control Fees

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

Airport Fees

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

Auditor

Temporary Tags	\$ 10.00	\$ 10.00
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**Oconee County, South Carolina
FY 2011-2012 - Departmental Fees Schedule**

	FY 2011 Fees	FY 2012 Fees
Building Codes		
(See Section 13 of Provisos to the Oconee County Budget for this year)		
All Buildings and Mechanical Trades \$10,000 or less	\$ 50.00	\$ 50.00
All Buildings and Mechanical Trades \$10,000 and up	\$50.00 plus \$4.00 for each additional thousand or fraction thereof	\$50.00 plus \$4.00 for each additional thousand or fraction thereof
Farm Exempt Structures	\$ 50.00	\$ 50.00
Manufactured Home Permits		
Set-Up Permit (includes County Decal	\$ 100.00	\$ 100.00
Decal Only	\$ 20.00	\$ 20.00
Manufactured Home Detitle Fee		
Inspection Fee	\$ 40.00	\$ 40.00
Manufactured Home Moving Permit Fee	\$ 20.00	\$ 20.00
Moving Permits (structures other than Manufactured Homes)	\$ 50.00	\$ 50.00
Demolition Inspection Fee	\$ 50.00	\$ 50.00
Swimming Pools - Inspection Fees		
Commercial Pools	\$ 500.00	\$ 500.00
Single Family Residence Pools	\$ 100.00	\$ 100.00
Signs: Less than 75 square feet, No Fee		
75 Square feet to 200 square feet	\$ 100.00	\$ 100.00
Greater than 200 square feet	\$ 300.00	\$ 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 stated prior to		
Re-inspection Fee	\$50.00 fee shall be charged if an inspection is scheduled and the work is not ready when the inspector arrives	\$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	\$50.00 fee shall be charged if the inspector issues a stop word order

County Council		
CD/Audio Cassette / per event	\$ 5.00	\$ 5.00

Delinquent Tax Collector		
Administrative Fee	\$ 10.00	\$ 10.00

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

	FY 2011 Fees	FY 2012 Fees
GIS / Map Room		
Blueline Paper Copies		
30 X 42 (Full Sheet)	\$ 4.00	\$ 4.00
21 1/2 X 30 (Half Sheet)	\$ 2.00	\$ 2.00
15 X 15	\$ 1.50	\$ 1.50
10 1/2 X 15	\$ 1.00	\$ 1.00
7 1/4 X 10 1/2	\$ 0.50	\$ 0.50
Custom Production billed in 1/2 hour increments	\$30.00 per Hour	\$30.00 per Hour
Custom Scan and Prints		
GIS A 8.5 X 11	\$ 3.00	\$ 3.00
GIS B 11 X 17	\$ 5.00	\$ 5.00
GIS C 18 X 24	\$ 6.00	\$ 6.00
GIS D 24 X 36	\$ 7.00	\$ 7.00
GIS E 36 X 48	\$ 8.00	\$ 8.00
Layout, Chickasaw Point	\$ 3.00	\$ 3.00
Layout, Foxwood Hills	\$ 3.00	\$ 3.00
Tax Map Grid with Roads	\$ 3.00	\$ 3.00
Voting Precincts and Council Districts	\$ 3.00	\$ 3.00

Library		
Overdue Fees:		
Books / Magazines / Music CD's	0.10 per day to a maximum of \$2.00 per book / magazine / music CD	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	1.00 per day to a maximum of \$6.00 per item
Items Borrowed through Interlibrary Loan	0.50 per day per item	0.50 per day per item
Lost materials (books, CDs, Videos, etc.)	Original price of item	Original price of item
South Carolina Room research (by mail or e-mail)	\$5.00 plus price of photocopies	\$5.00 plus price of photocopies
Lost library cards	\$ 2.00	\$ 2.00
Black and White Prints	\$ 0.25	\$ 0.25
Color Prints	\$ 0.50	\$ 0.50
Out of County Card	\$50.00 Annually *	\$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**

	FY 2011 Fees	FY 2012 Fees
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Parks Fees		
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ADMISSION FEES [all parks]		
Daily Parking per Vehicle	\$ 2.00	\$ 2.00
Daily Parking per Boat & Trailer	\$ 5.00 per boat	\$ 5.00 per boat
Annual Pass - Calendar Year (Oconee County residents)	\$ 25.00	\$ 25.00
Annual Pass - Calendar Year - Discounted for Sr. Citizen (62+), legally disabled and veterans	\$ 15.00	\$ 15.00
Annual Pass - Calendar Year - Out of County, South Carolina Residents	\$ 50.00	\$ 50.00
Annual Pass - Calendar Year - Discounted for for Sr. Citizen (62+), legally disabled and veterans	\$ 40.00	\$ 40.00

CAMPING [all parks]		
Oconee County Resident	\$15.00 per night	\$15.00 per night
Non-resident	\$20.00 per night	\$20.00 per night
Waterfront Site Oconee County Resident	\$20.00 per night	\$20.00 per night
Waterfront Site Non-resident	\$25.00 per night	\$25.00 per night
Winter Camping Rate November 1 - February 28	\$12.00 per night	\$12.00 per night

All campers must have current license plates.
No site may be occupied for more than thirty (30) days.

BUILDING RESERVATIONS [all parks]
Security deposit required. Refundable if site left clean.

Recreation Building 1-100 People	\$50.00 = 1/2 day	\$50.00 = 1/2 day
Recreation Building 101-150 People	\$100.00 = 1/2 day	\$100.00 = 1/2 day
Recreation Building 151-200 People	\$175.00 = 1/2 day	\$175.00 = 1/2 day
Recreation Building 201-300 People	\$275.00 = 1/2 day	\$275.00 = 1/2 day
Recreation Building 301+ People	\$450.00 = 1/2 day	\$450.00 = 1/2 day

Picnic Shelters

Chau Ram Park		
Shelter #1 maximum number of 36 persons	\$30.00 for 1/2 day	\$30.00 for 1/2 day
Shelter #2 maximum number of 36 persons	\$30.00 for 1/2 day	\$30.00 for 1/2 day
Shelter #3 maximum number of 12 persons	\$20.00 for 1/2 day	\$20.00 for 1/2 day
Gazebo #1 maximum number of 12 persons	\$20.00 for 1/2 day	\$20.00 for 1/2 day
Gazebo #2 maximum number of 12 persons	\$20.00 for 1/2 day	\$20.00 for 1/2 day

South Cove Park		
Pavilion	\$50.00 for 1/2 day	\$50.00 for 1/2 day

High Falls Park		
Shelters 1 - 50 People	\$30.00 for 1/2 day	\$30.00 for 1/2 day
Shelters 51 - 75 People	\$40.00 for 1/2 day	\$40.00 for 1/2 day
Shelters 76-100 People	\$60.00 for 1/2 day	\$60.00 for 1/2 day
Shelters 101-150 People	\$80.00 for 1/2 day	\$80.00 for 1/2 day

Weddings/Rehearsals		
Weddings	\$250.00 1/2 day	\$250.00 1/2 day
Weddings	\$500.00 full day	\$500.00 full day
Rehearsal Dinners & Reception (for off site wedding)		
Less than 100 persons	\$100.00 1/2 day	\$100.00 1/2 day
Less than 100 persons	\$200.00 full day	\$200.00 full day
101+ persons	Recreation	Recreation

Tennis - Per Hour to Reserve	\$ 5.00	\$ 5.00
Miniature golf - Per Game	\$ 3.00	\$ 3.00
Softball field - Per Hour to Reserve	\$ 5.00	\$ 5.00
Volleyball - Per Hour to Reserve	\$ 5.00	\$ 5.00

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

	FY 2011 Fees	FY 2012 Fees
Planning		
Subdivision Related Fees		
All Subdivision Reviews (No Size Limit)	N/A	N/A
Subdivision Review (Minor subdivision <4 units)	\$ 50.00	\$ 50.00
Subdivision Review (Minor subdivision 4 - 10 units)	\$50 + \$10 per unit	\$50 + \$10 per unit
Subdivision Review (Major Subdivision)	\$100 + \$10 per unit	\$100 + \$10 per unit
Subdivision Variance (Individual Parcel)	\$50 + cost of required advertising	\$50 + cost of required advertising
Variances and Special Exception Fees for Commercial, Residential, Industrial Developments	\$100 + cost of required advertising	\$100 + cost of required advertising
Communication Towers (New build and Collocate)= \$1,000	\$1,000	\$1,000
Group Homes	\$50	\$50
Sexually Oriented Business	\$1,000 Annual Fee	\$1,000 Annual Fee
Sexually Oriented Business Employee	\$25 per Employee	\$25 per Employee
Sign Permit (Billboard)	\$ 100.00	\$ 100.00
Tattoo Facilities	\$ 1,000.00	\$ 1,000.00
Land use Variance	\$50+ cost of required advertising	\$50+ cost of required advertising
Land Use Special Exception	\$50+ cost of required advertising	\$50+ cost of required advertising
Pre-Bound Document (Less than 50 pages)	\$ 5.00	\$ 5.00
Pre-Bound Document (greater than 50 pages)	\$5 + .10 per page	\$5 + .10 per page
Documents on CD	\$ 1.00	\$ 1.00
Maps (8.5 X 11.0)	\$ 3.00	\$ 3.00
Maps (18 X 24)	\$ 5.00	\$ 5.00
Maps (24 X 36)	\$ 7.00	\$ 7.00
Maps (36 X 48)	\$ 8.00	\$ 8.00
Custom Mapping (Planning and Zoning Projects Only)	\$30 per hour	\$30 per hour

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

	FY 2011 Fees	FY 2012 Fees
Probate Court		
In estate and conservatorship proceedings, the fee shall be based upon the gross value of the decedent's probate estate or the protected person's estate as shown on the inventory and appraisal as follows:		
(1) Property valuation less than \$5,000	\$ 25.00	\$ 25.00
(2) Property valuation of \$5,000.00 but less than \$20,000	\$ 45.00	\$ 45.00
(3) Property Valuation of \$20,000.00 but less than \$60,000	\$ 67.50	\$ 67.50
(4) Property valuation of \$60,000.00 but less than \$100,000	\$ 95.00	\$ 95.00
(5) Property valuation of \$100,000.00 but less than \$600,000	\$95.00, plus .15 percent of the property valuation between \$100,000.00 and \$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	set forth in (5) above plus one-fourth of one percent of the property valuation above \$600,000
Issuing certified copy	\$ 5.00	\$ 5.00
Issuing exemplified/authenticated copy	\$ 20.00	\$ 20.00
Reforming or correcting marriage record	\$ 6.75	\$ 6.75
Issuing duplicate marriage license	\$ 6.75	\$ 6.75
Filing conservatorship accountings	\$ 10.00	\$ 10.00
Filing conservatorship orders	\$ 5.00	\$ 5.00
Recording authenticated or certified record	\$ 20.00	\$ 20.00
Reopening closed estates	\$ 22.50	\$ 22.50
Appointment of special, temporary or successor personal representative	\$ 22.50	\$ 22.50
Filing and indexing will under Section 62-2-901	\$ 10.00	\$ 10.00
Certifying appeal record	\$ 10.00	\$ 10.00
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)	(see item (B) above)
Filing affidavit for collection of personal property where the property valuation is less than \$100.00	\$ 12.50	\$ 12.50
Newspaper advertisements:		
Keowee Courier / Westminster News	\$ 20.00	\$ 25.00
Daily Journal	\$ 45.00	\$ 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	\$ 150.00
Filing demands for notice	\$ 5.00	\$ 5.00
Marriage license - Domestic Violence Fund Fee / each marriage application [state]	\$ 20.00	\$ 20.00
Marriage Ceremony Fee - Instate Resident	\$ 5.00	\$ 10.00
Marriage Ceremony Fee - Out of State Resident	\$ 5.00	\$ 15.00
Marriage License Fee-Instate Resident	\$ 5.00	\$ 10.00
Marriage License Fee-Out of State Resident	\$ 5.00	\$ 25.00
Certified copy of marriage license	\$ 5.00	\$ 5.00

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

	FY 2011 Fees	FY 2012 Fees
Register of Deeds		
Deeds and Mortgages	\$10.00 more than 4 pages \$1.00 per additional)	\$10.00 more than 4 pages \$1.00 per additional)
Deed Stamps	\$3.70 per \$1000 rounded up to next \$500	\$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	\$6.00 for first page \$1.00 for each additional
Affidavit of missing assignment	\$ 10.00	\$ 10.00
Lease, Contract of Sale, Trust Indenture	\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Satisfaction of Real Estate Mortgage	\$ 5.00	\$ 5.00
Plat larger than 8 1/2 X 14	\$ 10.00	\$ 10.00
Plat of "Legal Size" Dimensions or Smaller	\$ 5.00	\$ 5.00
Plats Larger than 17 X 24	\$ 20.00	\$ 20.00
Any other paper affecting title or possession of real estate or personal property and required by law to be recorded, except judicial records	\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Power of Attorney, Trustee Qualification, or other appointment	\$15.00 more than 4 pages \$1.00 per additional	\$15.00 more than 4 pages \$1.00 per additional
Mechanics Liens	\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Cancellation of Mechanics Lien	\$ 5.00	\$ 5.00
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	\$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	\$ 20.00
Copies mailed \$1.00 to certify	\$5.00 for 4 pages then \$.25 per additional page	\$5.00 for 4 pages then \$.25 per additional page

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

	FY 2011 Fees	FY 2012 Fees
Road Department		
Sign Fee / Municipalities	materials cost	materials cost
Sign Fee / Other	2.5 times the materials cost	2.5 times the materials cost
Encroachment Fee (Residential/Commercial)	\$ 60.00	\$ 60.00
Encroachment Fee (Pavement Cut Fee - Contractor Only)	250 + 10 sqf	250 + 10 sqf
Encroachment Fee (Permit Extention)	\$ 10.00	\$ 10.00
Encroachment Fee (Re-Inspection)	\$ 60.00	\$ 60.00
Encroachment Fee (Longitudinal work in ROW)	60 + .10lf	60 + .10lf
Encroachment Fee(Annual Blanket Permit)	\$ 1,000.00	\$ 1,000.00
Road Inspection Fee	\$1.50 per foot Minimum \$600	\$1.50 per foot Minimum \$600
Storm water Fees	Pipe Price + tax + Gravel Price + Tax X 2.5 =Price for pipe installation	Pipe Price + tax + Gravel Price + Tax X 2.5 =Price for pipe installation

Rock Quarry Fees

	Price per Ton	Price per Ton
# 1 Crusher Run	\$ 7.50	\$ 7.75
#2 Crusher Run Sap Rock	\$ 5.75	\$ 6.00
#3 Oversize	\$ 9.75	\$ 10.00
#4 Screenings	\$ 2.25	\$ 3.00
#5 1" 57	\$ 9.50	\$ 9.75
#6 Pa Gravel 789	\$ 9.00	\$ 9.25
#7 Class A Rip Rap	\$ 11.25	\$ 11.50
#8 Class B Rip Rap	\$ 11.50	\$ 11.75
#9 Asphalt Sand	\$ 6.75	\$ 7.00
#10 County Rock	\$ 7.50	\$ 7.75
#11 3/4" 6M	\$ 9.50	\$ 9.75
#13 Class E Rip Rap	\$ 16.75	\$ 17.00
#14 Flat Boulders	\$ 19.75	\$ 20.00
#15 Class C Rip Rap	\$ 11.75	\$ 12.00
#16 Class D Rip Rap	\$ 12.00	\$ 12.25

Sheriff's Office

Sheriff's Civil Fees		
Mechanics	\$ 10.00	\$ 10.00
Subpoenas	\$ 10.00	\$ 10.00
Foreclosures	\$ 25.00	\$ 25.00
Judgments	\$ 25.00	\$ 25.00
Writs	\$ 25.00	\$ 25.00
Affidavit of Non-Service	\$ 5.00	\$ 5.00
Other	\$ 15.00	\$ 15.00
Misc Sheriff		
Incident Reports	\$ 2.00	\$ 2.00
Record Check	\$ 5.00	\$ 5.00
Executions	\$ 25.00	\$ 25.00

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

	FY 2011 Fees	FY 2012 Fees
Solid Waste Fees		
MSW Transfer Station Tipping Fee	\$45.00 per ton	\$45.00 per ton
C & D Landfill Tipping Fee (rate last set in 1998)	\$30.00 per ton	\$30.00 per ton
Mulch	\$10.60 per scoop	\$10.60 per scoop

Treasurer		
Decal Fee	\$ 1.00	\$ 1.00
Bad Check Fee	\$ 30.00	\$ 30.00

Zoning		
Non-CFD Rezoning Application Fee Per Parcel	\$ 25.00	\$ 25.00
Appeals, Variances and Special Exception Application Fee	\$ 50.00	\$ 50.00

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 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: May 17, 2011
Public Hearing: May 31, 2011
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: May 17, 2011
Public Hearing: May 31, 2011
Third Reading:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2011-08

**A RESOLUTION BY OCONEE COUNTY AUTHORIZING THE
PROCUREMENT DEPARTMENT TO MAKE PERMANENT THE PILOT
PROGRAM FOR OFF ROAD FUEL PURCHASES.**

WHEREAS, Procurement is requesting Council's approval to make permanent the current procedure described on **Exhibit A** for the purchase of off-road fuel to be picked up and transported by the Roads & Bridges Department's fuel truck for use by various County departments that require off-road fuel.

WHEREAS, the Roads & Bridges, Parks and Recreation, Sheriff's, Solid Waste, Rock Quarry, Airport, Facilities Maintenance, Rural Fire and Emergency Management Departments benefit from the delivery of off-road fuel.

WHEREAS, the current fuel truck has a capacity to transport 1,500 gallons of off-road diesel fuel and 300 gallons of off-road gas. On a yearly basis, the fuel truck typically delivers approximately 110,000 gallons of off-road diesel fuel and approximately 1,400 gallons of off-road gas.

WHEREAS, Procurement will solicit quotes from all interested vendors within Oconee County for off-road fuel.

WHEREAS, in September of 2008, Council approved Procurement to issue quotes on a monthly basis to buy fuel from whichever vendor gave the best price. The approval was granted based on a six month trial period and approved by Council in February of 2009 to extend through December 2009. In December of 2009 this procedure was once again approved for a one year time period.

WHEREAS, it is challenging for Procurement to request bids for off-road fuel pricing because the wholesale rack price varies on a weekly basis, as does the vendors' fuel costs to transport the product. Local vendors have been unwilling to quote a price or even a percentage that would be honored for longer than a month.

WHEREAS, bidding on a monthly basis to local vendors, reduces vendor risks for price fluctuations and still allows for competition that has consistently beat the state contract price.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by Oconee County Council in meeting duly assembled, that Oconee County Council hereby formalizes and makes permanent the procedures listed on **Exhibit A** for off road fuel purchases.

APPROVED AND ADOPTED this 17th day of May, 2011.

OCONEE COUNTY, SOUTH CAROLINA

Joel Thrift, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse
Clerk to County Council

OFF-ROAD FUEL PURCHASES FOR ROADS & BRIDGES DEPARTMENT

OBJECTIVE: To develop a guideline that establishes a reasonable, responsible, timely and cost effective procedure for off-road fuel purchases by the Roads & Bridges Department fuel truck .

HISTORY: The Roads & Bridges, Parks and Recreation, Sheriff's, Solid Waste, Rock Quarry, Airport, Facilities Maintenance, Rural Fire and Emergency Management Departments benefit from the delivery of off-road fuel. The current fuel truck has a capacity to transport 1,500 gallons of off-road diesel fuel and 300 gallons of off-road gas. Most Departments have no alternate way of obtaining off-road fuel. On a yearly basis, the fuel truck typically delivers approximately 110,000 gallons of off-road diesel fuel and approximately 1,400 gallons of off-road gas.

Procurement will solicit quotes from all interested vendors within Oconee County for off-road fuel. During fiscal year 2007-2008, Procurement issued quarterly quotes for off-road fuel, but as the price increased, it became necessary to have Council's approval for these purchases. In September of 2008, Council approved Procurement to issue quotes on a monthly basis to buy fuel from whichever vendor gave the best price. The approval was granted based on a six month trial period and approved by Council in February of 2009 to extend through December 2009. In December of 2009 Council approved continuing this procedure through December 2010. It is challenging to request bids for off-road fuel pricing because the wholesale rack price varies on a weekly basis, as does the vendors' fuel costs to transport the product. Local vendors are unwilling to quote a price or even a percentage that would be honored for longer than a month. Based on the attached summary, bidding on a monthly basis to local vendors, reduces vendor risks for price fluctuations and still allows for competition that is consistently lower than the state contract price.

PROCEDURE:

1. At the beginning of the last week of every month, Procurement will issue a Request for Quotes and send to any interested fuel providers located within Oconee County.
2. Procurement will double check the vendors' calculations and determine award and notify the Road's Department to prepare a requisition.
3. Purchase Order is issued for next one month time period.
4. Procurement will maintain a spreadsheet that compares the monthly prices received to the State Contract price for off-road fuel and tracks savings for the County.
5. With this approval by County Council, this procedure will remain in place as long as it continues to demonstrate cost savings for the County over the state contract off-road fuel pricing.

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 4th day, of May, 2011, by and between Oconee County, South Carolina (the "County"), and the Town of Salem, South Carolina, (the "Town").

WHEREAS, the Town has established a municipal court, which is part of the South Carolina unified judicial system, to hear and determine all cases within its jurisdiction; and,

WHEREAS, pursuant to §14-25-25 of the South Carolina Code of Laws, 1976, as amended (the "Act"), a municipality may, after establishing a municipal court by ordinance, contract with a county governing authority for the services of a magistrate to serve as its municipal judge and may designate such magistrate as its municipal judge; and,

WHEREAS, significant changes in South Carolina laws have made it unfeasible for some municipalities to continue to operate municipal courts on an efficient, economical basis; and,

WHEREAS, the Town acknowledges that the Oconee County Magistrate's Office ("County Magistrate's Office") has the capability to provide the Town with a County magistrate, to act as a municipal judge to hear and determine all cases under the Town's jurisdiction thereby providing this vital service to the citizens of Salem on an uninterrupted basis with maximum cost efficiency; and,

WHEREAS, the Town is willing to compensate the County Magistrate's Office for providing the Town with a County magistrate, to act as a municipal judge and the Mayor and Town Council of the Town have formally requested a contractual arrangement with the County so that the County Magistrate's Office is authorized to make a magistrate available to provide the service required by the Town and be designated by the Town as a municipal judge; and,

WHEREAS, the County and the County Magistrate's Office are willing to provide the Town with a County magistrate, to act as a municipal judge to hear and determine all cases under the Town's jurisdiction in return for compensation from the Town; and,

WHEREAS, the County and the Town recognize that such an arrangement would efficiently serve the taxpayers of both governmental entities; and,

WHEREAS, on November 27, 1990, the Chief Justice of the South Carolina Supreme Court issued an Order (the "Order"), attached as Exhibit A, and incorporated by this reference, authorizing the Chief Magistrate of the County to assign any magistrate of the County as the municipal judge for the Town; and,

WHEREAS, through the authority granted by the Act, and in accordance with the Order, the Town and the County desire to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Town and the County agree as follows:

I. Services Provided By County and County Magistrate's Office:

- a. The County agrees to authorize the County Magistrate's Office to provide judicial services and perform judicial duties for the Town by assigning a magistrate to act as the municipal judge for the Town, in addition to the assigned magistrate's normal duties as a magistrate for the County, all in accordance with the Order issued by the Chief Justice of the South Carolina Supreme Court, pursuant to the Chief Justice's powers as administrative head of the unified judicial system. The County will pay the assigned magistrate additional, clearly separable compensation solely for such additional duties as

Municipal Judge, over and above, and not as a part of the compensation received by such assigned magistrate for his or her duties as magistrate pursuant to §22-8-40 of the South Carolina Code of Laws, 1976, as amended, and the assigned magistrate will sign a document acknowledging that the compensation is separable and solely for such additional duties as Municipal Judge.

b. The assigned magistrate will:

- i. Hold Court at least once a month; and,
- ii. Conduct jury and bench trials for the Town on an as needed basis. All trials will be scheduled by the County Magistrate's Office; and,
- iii. Issue arrest warrants and search warrants on a prompt and reasonable basis and based upon appropriate standards, hold bond hearings and preliminary hearings, and be responsible for all other judicial duties as required by law; and,
- iv. Be on call, but only within the hours prescribed for the conduct of his or her duties for the Town and not as an extension of his or her County hours, it being understood and agreed by all parties hereto that the assigned magistrate's duties as municipal judge are in addition to, separate, and apart from his or her duties as a magistrate for the County for purposes of pay and determination as a full-time or part-time magistrate for the County.
- v. Should the regular duties of the assigned magistrate conflict with providing services to the Town, the assigned magistrate will always handle any duties in connection with the County Magistrate's Office first.

2. Reimbursement for Municipal Judge and Responsibilities of Town:

a. The Town shall reimburse the County \$400.00 (Four Hundred Dollars) per month, in advance, on or before the 1st day of each month on and after the effective date of this Agreement, which will be the amount of additional compensation paid to the assigned magistrate by the County, solely for his or her additional duties as the municipal judge.

b. The Town further agrees to:

- i. Reimburse the County the sum of \$50.00 (Fifty Dollars) per month, in advance, on or before the 1st day of each month on or after the effective date of this Agreement, for office supplies and postage needed for summoning of jurors, keeping of docket records and forwarding various notices to defendants, attorneys and to the South Carolina Court Administration ("Court Administration");
- ii. Reimburse the County for the actual juror costs incurred by the County for jury trials conducted on behalf of the Town, on or before the thirtieth (30th) day after receiving an invoice from the County that details the actual costs incurred by the County; and,
- iii. Designate the assigned magistrate as the Town's municipal judge for purposes of this Agreement.

c. The Town acknowledges and understands that the assigned magistrate will still have his or her regular duties in connection with the County Magistrate's Office, for which the assigned magistrate will receive his or her usual County pay pursuant to §22-8-40 of the South Carolina Code of Laws, 1976, as amended.

- d. The Town acknowledges that, in the sole discretion of the Chief Magistrate of the County, all activities of the assigned magistrate and the assigned clerk of court pursuant to this Agreement may be conducted outside of the city limits of the Town of Salem, and specifically, that such activities may be conducted at the office of the assigned magistrate and the assigned clerk of court.

3. **Term of Agreement:** The term of this Agreement will commence on June, 2011, and shall thereafter be renewed automatically on a monthly basis, unless terminated as provided herein.

4. **Termination of Agreement:** Either party may terminate this Agreement with thirty (30) days written notice of termination. This Agreement is always subject to appropriation of funds. In the event of non-appropriation by either party, this Agreement will be deemed terminated ninety (90) days following such non-appropriation.

5. **Notice to the County and the Town:** Unless otherwise specifically provided in this Agreement or by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party to this Agreement shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

County:	Administrator Oconee County 415 South Pine Street Walhalla, SC 29691	(with copy to):	Chief Magistrate Oconee County 207-A E.N. 1 st Street Seneca, SC 29678
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Town:	<u>of Salem</u> <u>SA Park Ave.</u> <u>Salem SC 29676</u>
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Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

6. **Breach of Agreement:** Failure of either party to perform any of its covenants or conditions under the Agreement is a breach of the Agreement, and, in the event of breach, the non-breaching party will have the right to any legal remedy provided under the laws of the State of South Carolina.

7. **Unavoidable Delay - Force Majeure:** If either party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act will be excused for the period of the delay; and the period for the performance of any such act will be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall excuse the Town from the prompt payment of any fee or other charge required of the Town except as may be expressly provided elsewhere in this Agreement.

8. **Inconsistent Terms:** To the extent that any provisions of the Town's or the County's ordinances are inconsistent with the terms of the Agreement, the Town or the County will waive said ordinance provisions and said provisions will not apply to the Town or County for purposes of this agreement, its terms and provisions, application and implementation. The Agreement shall be approved by ordinances enacted by the Town and the County, in order to constitute binding legal authority of each.

9. **Severability of Agreement:** In the event any portion of this Agreement is declared invalid or unenforceable by any court of competent jurisdiction, the remaining portions hereof shall remain in full force and effect.

10. **Waivers and Amendments to Agreement:** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

11. **No Waiver of Breach:** No failure by either the County or Town to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

12. **Captions:** Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof.

13. **Controlling Law:** This Agreement shall be construed and enforced under the laws of the State of South Carolina.

OCONEE COUNTY

BY: _____
ITS: Administrator
DATE: _____

TOWN OF SALEM

BY: Diane Hood
ITS: Mayor
DATE: 5/3/11

CHIEF ADMINISTRATIVE JUDGE

BY: _____
DATE: _____

The Supreme Court of South Carolina

RECEIVED
NOV 25 1938
S. C. SUPREME COURT

ORDER

I find that the governing body of Oconee County has entered into an agreement with the municipality of Salem to permit a magistrate to preside over the Salem municipal court.

Pursuant to the powers vested in the Chief Justice by Section 4, Article V of the South Carolina Constitution,

IT IS ORDERED that, effective immediately, any magistrate in Oconee County may be assigned to service as the municipal judge for the municipality of Salem. Assignment of magistrates to such service shall be made by the Chief Summary Court Judge for Oconee County.

The magistrate assigned to serve as municipal judge shall retain the powers, duties and jurisdiction conferred upon magistrates. The magistrate shall not be compensated for his service by the municipality.

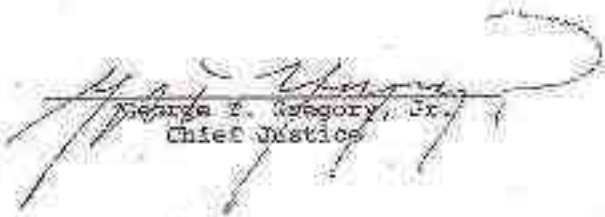
IT IS FURTHER ORDERED that the magistrate who is assigned to a municipal court shall be held responsible for the maintenance of separate and distinct records for both the magisterial court and the municipal court.

All reports, such as the monthly summary reports required by Order of the Chief Justice, dated June 25, 1938, shall be filed separately. All recordkeeping, including

The Supreme Court of South Carolina

cookbook books, arrest warrant books, checking accounts and receipt books, as well as all supplies of forms, shall be maintained separately.

The foregoing assignment shall remain in full force and effect until amended or revoked by Order of the Chief Justice.


George F. Gregory, Jr.
Chief Justice

November 22, 1990
Columbia, South Carolina

No Consent.


Norman D. Crain, Chairman
Georgetown County Council


Jerry Washington, Mayor
Town of Salem

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: May 17, 2011
COUNCIL MEETING TIME: 7:00 PM**

ITEM TITLE OR DESCRIPTION:

ATAX grant request from West Oak Young Farmers Agribusiness Association in the amount of \$3,500.00 for Advertising the Carolina Foothills Heritage Foothills Fair via internet, network television, magazine, and special interest papers/publications. Request approved by ATAX Committee on 04/27/11.

BACKGROUND OR HISTORY:

State ATAX funds are received quarterly and 65% of those funds are Tourism Related funds that are to be disbursed as recommended by the ATAX committee and approved by County Council. All ATAX grant recipients are required by state law to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the ATAX chairperson until the grant is considered complete, and then it is stored by the PRT office.

SPECIAL CONSIDERATIONS OR CONCERNS:

The original request was \$19,568.00. ATAX funds will be used to enhance participation in the Carolina Foothills Heritage Fair. The fair will focus on music, arts, crafts, livestock, heritage plants and crops designed to attract visitors from Georgia, North Carolina and South Carolina.

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: NO-ATAX grant

STAFF RECOMMENDATION:

Approval of ATAX grant request of \$3,500.00 to the West-Oak Young Farmers Agribusiness Association. **Due to the available ATAX funds, the committee voted to fund only a portion of the request. West Oak Young Farmers Agribusiness Association may return next month with a follow up grant request.** ATAX funds were used last year for this same purpose.

FINANCIAL IMPACT:

Current ATAX fund balance is \$7,393.67. We have three ATAX requests this grant cycle. If all three requests are approved by County Council; the remaining balance will be \$18.67.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available:

If yes, who is matching and how much:

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Phil Shirley, PRT Director
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.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: 5-17, 2011
COUNCIL MEETING TIME: 7:00 PM**

ITEM TITLE OR DESCRIPTION:

Request for approval of State ATAX grant request from Oconee Heritage Trails in the amount of \$500.00 for printing of 5000 brochures of Native American Trails in Oconee County. Request approved in ATAX Committee on 05/27/11 by a unanimous vote.

BACKGROUND OR HISTORY:

State ATAX funds are received quarterly and 65% of those funds are Tourism Related funds that are to be disbursed as recommended by the ATAX committee and approved by County Council. All ATAX grant recipients are required by state law to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the ATAX chairperson until the grant is considered complete, and then it is stored by the PRT office.

SPECIAL CONSIDERATIONS OR CONCERNS:

Brochures will be distributed through tourist venues and used as educational items for visitors.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? No

If no, explain briefly: ATAX grant

STAFF RECOMMENDATION:

Approval of ATAX grant request of \$500.00 to the Oconee Heritage Trails.

FINANCIAL IMPACT:

Current ATAX fund balance is \$7,393.67. We have three ATAX requests this grant cycle. If all three requests are approved by County Council; the remaining balance will be \$18.67.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: No

If yes, who is matching and how much:

ATTACHMENTS

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.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: 5-17, 2011
COUNCIL MEETING TIME: 7:00 PM**

ITEM TITLE OR DESCRIPTION:

State ATAX grant request from Downtown Seneca Merchant's Association in the amount of \$3,375.00 for nine months of radio advertising. Request approved by ATAX Committee on 4/27/11 by unanimous vote.

BACKGROUND OR HISTORY:

State ATAX funds are received quarterly and 65% of those funds are Tourism Related funds that are to be disbursed as recommended by the ATAX committee and approved by County Council. All ATAX grant recipients are required by state law to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the ATAX chairperson until the grant is considered complete, and then it is stored by the PRT office.

SPECIAL CONSIDERATIONS OR CONCERNS:

The funds will be used for nine (9) months of radio advertising. Original request was for \$4500, Committee recommends \$3,375 due to tourism impact of data provided.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? No
If no, explain briefly: ATAX grant

STAFF RECOMMENDATION:

Approval of ATAX grant request of \$3,375.00 to the Downtown Seneca Merchant's Association

FINANCIAL IMPACT:

Current ATAX fund balance is \$7,393.67. We have three ATAX requests this grant cycle. If all requests are approved by County Council, the remaining balance will be \$18.67.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: No
If yes, who is matching and how much:

ATTACHMENTS

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.

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**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: May 17, 2011
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

1. Approve Change Order # 2 in the amount of \$20,869.28 to Purchase Order 48053 to Thrift Brothers, Inc, of Seneca, SC, for the construction of the Manned Convenience Center #1 on Strawberry Farm Road and authorize County Administrator to sign the Change Order.
2. Request County Council give the County Administrator authorization to approve and sign any other change orders that may arise for unsuitable soil, liquid asphalt indexing, and any other unforeseen items that may arise, up to the remaining balance in the Strawberry Farm MCC #1 Construction Account (\$38,595.55).

BACKGROUND OR HISTORY:

On February 1, 2011, Council approved the award of ITB 10-17 for the Construction of the Manned Convenience Center #1 to Thrift Brothers, Inc., in the amount of \$563,149.45 (\$559,235.00 bid amount and \$3914.45 contingency).

Change Order # 1 consisted of a decrease in the amount of the PO to have the County purchase the required gravel from the Solid Waste Department's rock account (minus \$22,189.43) and an increase of \$18,463 for the removal of unsuitable soil, installation of a fire hydrant, additional 456 square yards of heavy duty concrete and adding privacy slats to fencing to provide screening for neighboring property. The net amount of Change Order #1 was a decrease of \$3,726.43 and did not require Council approval, bringing the contingency balance to \$7640.88.

Change Order #2 is now required for the removal and relocation of unsuitable soil in the amount of \$20,424. Unsuitable soil in the amount of 1,350 cubic yards was removed from the area of the retaining wall (at a cost of \$2.00 per yard) and 4,431 cubic yards of soil was relocated from the onsite borrow pit (at a cost of \$4.00 per yard). An additional \$445.28 for fuel indexing allowed in the bid for the increasing cost of asphalt is also included in Change Order #2.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

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

STAFF RECOMMENDATION:

1. Approve Change Order # 2 in the amount of \$20,869.28 to Purchase Order 48053 to Thrift Brothers, Inc, of Seneca, SC, for the construction of the Manned Convenience Center #1 on Strawberry Farm Road and authorize County Administrator to sign the Change Order.
2. Request County Council give the County Administrator authorization to approve and sign any other change orders that may arise for unsuitable soil, liquid asphalt indexing and any other unforeseen items that may arise, up to the remaining balance in the Strawberry Farm MCC #1 Construction Account (\$38,595.55).

FINANCIAL IMPACT:

Funds are available in the Capital Projects Construction Account to cover these changes.

ATTACHMENTS

1. Goldie and Associates Recommendation Letter
2. Change Order #2

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.

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Department Head/Elected Official

T. Scott Moulder, County Administrator

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



May 5, 2011

Tronda Spearman
Georgetown Procurement
415 S. Pine Street
Walhalla, SC 29691

Re: Manned Convenience Center on N. Strawberry Farm Road
Goldie & Associates Project No. 22.52.1

Dear Tronda,

Enclosed please find four signed originals of Change Order #2. Goldie and Associates concurs with the change items requested. The justification for these project changes are shown on the change order form.

If you have any questions or need additional information, please feel free to call me at 864-903-9945.

Sincerely,

Goldie & Associates

A handwritten signature in blue ink that reads "Tim Wilber".

Tim Wilber
Field Services Manager

Cc: Swain Still, Georgetown County Solid Waste

Encl: As stated

GOLDIE & ASSOCIATES	CONTRACT CHANGE ORDER	ORDER NO. 2
		Date: 5/4/11
CONTRACT FOR: Manned Convenience Center on N. Strawberry Farm Road		STATE: SC
OWNER: Oconee County		COUNTY: Oconee

TO: Thrift Brothers, Inc
 (Contractor)
 You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes	DECREASE in Contract Price	INCREASE in Contract Price
Wet Soil Problem		
1. Mixed better soil from onsite, hauled close by, placed and compacted. (4431 cubic yards x \$4 per cubic yard)		\$17,724.00
2. Excavated wet soil areas. (1350 cubic yards x \$2 per cubic yard)		\$2,700.00
Asphalt Indexing		
3. Asphalt cost indexing for entrance road binder		\$145.28
TOTALS	\$ 0.00	\$20,869.28
NET CHANGE IN CONTRACT PRICE	\$	\$20,869.28

JUSTIFICATION:
 Item 1 and 2: Soil used per grading plan was too moist. Waiting for this soil to dry would result in long project delays.
 Item 3: The contract allows for liquid indexing. The market price has increased.

The amount of the Contract will be increased by the Sum of:
 Twenty thousand, eight hundred six, sixty nine dollars and 28/100 Dollars (\$ 20,869.28)

The Contract Total Including this and previous Change Orders Will be: Five hundred seventy six thousand, three hundred seventy seven dollars and 85/100 Dollars (\$ 5576,377.85)

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged) 8 Days.
 This document will become a supplement to the contract and all provisions will apply hereto.

Requested Mark Ross (Thrift Brothers, Inc) 5/4/11 (Date)

Recommended Tim Wilbur (Goldie & Associates) 5/4/11 (Date)

Recommended Shawn Still (Oconee County Solid Waste) 5-4-11 (Date)

Accepted _____ (Oconee County Administrator) _____ (Date)

This information will be used as a record of only those changes to the original contract plan and specifications.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: May 17, 2011
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Memorandum of Agreement with SC Dept of Commerce (Division of Aeronautics) for Airport Fencing Project Grant and Project Administration

BACKGROUND DESCRIPTION:

The Airport's Northern and Eastern property boundary has a 9400 foot length with no fencing exposing the airport to two Wildlife Management (Protected) Areas. This condition presents zero deterrent for wildlife to enter/traverse the airfield and is a significant hazard to aircraft taking off and landing during darkness. In FY 2010-2011 Oconee County transferred its annual NPIAS Entitlement funds (\$150K) to the SC Division of Aeronautics for this perimeter fencing project. This Memorandum of Agreement offers a Grant for the project and establishes the terms and conditions of a project to install approximately 9400 linear feet of 8-foot tall chain-link fencing to secure and further deter wildlife from entering the airfield proper.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

Wildlife (Especially Deer) continues to pose a significant hazard to aircraft safety and should be deterred by all physical means available.
The County Attorney has reviewed the MOU.

FINANCIAL IMPACT [Brief Statement]:

Total fencing project cost is \$350,385.00
_____ Check Here if Item Previously approved in the Budget. No additional information required.

Approved by : _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes \$9000 is allocated in FY 2011-2012 for this project.

If yes, who is matching and how much:

The Project FAA Share will be	\$332,867.00 (95 %)
County Share will be	\$ 8,759.00 (2.5%)
SC Dept of Commerce share will be	\$ 8,759.00 (2.5%)

Approved by : _____ **Grants**

ATTACHMENTS

Memorandum of Agreement

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council authorize the County Administrator to [1] execute the MOA, [2] accept grant funds from the FAA in the amount of \$332,867, and [3] accept grant funds from SCDOC in the amount of \$8,759.

Submitted or Prepared By:

Approved for Submittal to Council:

Kevin Short

Department Head/Elected Official

T. Scott Moulder, County Administrator

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**MEMORANDUM OF AGREEMENT
BETWEEN THE SOUTH CAROLINA AERONAUTICS COMMISSION
AND
OCONEE COUNTY**

This Memorandum of Agreement ("MOA") is made effective February 25, 2011 by and between the South Carolina Aeronautics Commission ("Aeronautics") and Oconee County (the "County") to outline the respective roles, responsibilities, and intentions of Aeronautics and the County with respect to planning, design engineering, management, and construction of perimeter fencing and gate controls at the Oconee County Regional Airport (hereinafter, the "Project")

I. PROJECT DESCRIPTION

The Project includes, but is not limited to, planning, design engineering, and construction and/or implementation of the following allowable costs: perimeter/wildlife fencing, gates and gate controls.

II. FUNDING

Funding for ninety-five (95%) percent of the allowable costs for the Project shall be provided pursuant to the Grant Agreement dated August 31, 2010 between the United States of America Federal Aviation Administration ("FAA") and Aeronautics for Project Number 3-45-4500-014-2010 (*Exhibit A*) along with FAA Terms and Conditions of Accepting Airport Improvement Program Grants (*Exhibit B*).

The remaining five percent (5%) of the allowable costs for the Project shall be provided equally by Aeronautics and the County from matching funds available for that purpose and in accordance with rules, regulations, and program guidelines applicable to such matching funds.

The State of South Carolina acting through the South Carolina Aeronautics Commission (hereinafter, the "Commission") as a State Sponsor of Federal Aviation Administration funds hereby offer Oconee County \$332,867 of Federal Funds and \$8,759 of State Funds for the Project.

III. PROJECT IMPLEMENTATION

A. General

With regard to implementation of the Project as both parties agree to comply with any and all applicable provisions of the Terms and Conditions of Accepting Airport Improvement Program Grants (hereinafter, the "Terms and Conditions"). Such Terms and Conditions are specifically incorporated herein by reference and made a part of this MOA. (See *Exhibit B*).

B. Aeronautics' Responsibilities and Scope of Service

Aeronautics agrees to provide overall management and coordination of funding for the Project which includes planning, design engineering, and construction support as set forth herein. Unless otherwise indicated, the term Project refers collectively to all three components of the Project as outlined below.

1. Planning

Aeronautics will coordinate all planning activities with the County and the FAA. Aeronautics will also complete (or cause to be completed) all engineering investigations, reconnaissance, permitting, and field investigations to determine the scope and cost estimates and/or prepare the necessary documentation to support expenditures related to the Project.

2. Design Engineering

Aeronautics will: 1) furnish all engineering reconnaissance and field surveys as required in preparation of construction drawings and specifications; 2) render clarification of the construction plans and specifications when and if such clarification is deemed necessary; 3) furnish other engineering services that may be required, including sub-surface investigations, sampling, testing, and analysis of soils, offsite inspection of materials, laboratory testing, and inspection; and 4) when testing is necessary by commercial laboratories, subcontract only to ASTM certified laboratories for services authorized by Aeronautics at rates accepted by Aeronautics.

3. Construction Support

Aeronautics will provide inspection services as needed. Such services include: 1) an overview of field material tests; including but not limited to, field density testing of earthwork embankments, backfills and sub-grade; field density tests of sub-base and base courses; gradation testing of materials; moisture content on materials; and the procurement and submission of samples of materials to laboratories as required; 2) review and approve detail shop and erection drawings submitted by the contractors for compliance with approved design concept; 3) review and approval of all change orders in coordination with the County; 4) review and approval of preparation of sketches, supplementary sketches, and record drawings (as-built) as required to resolve actual field conditions; and 5) final approval of construction prior to grant closure.

The County understands and agrees that if the final construction plans prepared by Aeronautics are substantially changed or revised for any reason other than the negligence of Aeronautics in preparation of such plans, a written amendment to this MOA must be agreed upon and approved by the parties prior to proceeding with the amended construction plans.

C. County's Responsibilities

1. Procurement and Implementation of Construction Services

The County is responsible for bidding and procuring any and all construction services for the Project in consultation with and subject to the approval of Aeronautics, except as otherwise provided in this MOA. The County will further complete (or cause to be completed) the implementation of those services in accordance with this MOA and the Terms and Conditions.

2. Completion of the Project

After the County has initiated implementation of the Project and grant funds have been expended in support of the Project, the County shall be required to complete the Project and shall have no right to terminate this MOA until such time as the Project is completed.

3. Audit

At the completion of the Project, the County shall submit to Aeronautics an audit of expenditures, payments, cash allowances, and financial transactions pertaining to the Project. Documentation shall include copies of invoices and cancelled checks associated with the Project description.

In addition, the County is a sub-recipient (non-Federal entity) receiving \$500,000 or more annually in Federal awards from a pass-through entity to carry out Federal programs; a Single Audit (A-133, Subpart B) shall be performed.

IV. BUDGET, COMPENSATION AND REIMBURSEMENT, FUNDING ADVANCES

A. Budget and Compensation for Services Provided by Aeronautics

Aeronautics will be responsible for the financial budget of the Project and will be entitled to compensation for the services outlined in Section III.B at the direct hourly billable rates set forth below from the grant funds available for the Project as set forth in *Exhibit A*. Indirect costs associated with federal pass-through grants are not reimbursable expenses. Aeronautics will also be entitled to reimbursement from the grant funds of any additional costs incurred by Aeronautics in connection with the engagement of subcontractors at the rates identified herein to complete services outlined in Section III.B.

Hourly Rates

1. Program Manager	\$55/Hour
2. Engineer	\$50/Hour
3. Engineering Associate	\$40/Hour
4. Administration	\$35/Hour
5. Planner	\$35/Hour
6. CAD Technician	\$30/Hour
7. Sub-contractor Surveys & Geotechnical Services	Indefinitely Deliverable Contract Rates

Rates for services provided shall be as set forth herein unless modified by mutual agreement and in writing by Aeronautics and the County.

B. Funding Advances for Construction Costs

The County will be entitled to request funding from the amounts set forth in *Exhibit A* as provided in this MOA for costs associated with construction and related costs. Aeronautics will advance grant funds in periodic increments to the County. Such cash advances shall be submitted to Aeronautics after Aeronautics has approved invoices no later than thirty (30) calendar days of receipt of each invoice for allowable costs. If Aeronautics furnishes construction services from a third party vendor, Aeronautics shall be entitled to reimbursement from available grant funds for the actual cost of obtaining these services.

V. TERMINATION

Neither party may terminate this MOA absent breach of this MOA by one party through no fault of the other party. In the event of a breach and/or substantial failure by one party to perform its obligations under the MOA, the non-breaching party shall give written notice to the breaching party of the alleged breach and an opportunity to cure such breach within thirty (30) days or within a period mutually agreed upon by the parties. If the breaching party fails to cure the breach to the mutual satisfaction of the parties within the required period, then this MOA shall terminate effective immediately and the breaching party shall be required to reimburse any and all grant funds expended by such party to complete the Project.

VI. GENERAL

a. In any dispute concerning a question or fact in connection with the work of this MOA or compensation thereof, the matter shall be referred to the Aeronautics Executive Director for review and resolution in consultation with the County, and if necessary, the FAA.

b. Each party certifies that it maintains general tort liability insurance coverage that has no less than a combined single limit of liability of \$1,000,000 per occurrence for claims arising out of personal injury or property damage and legal fees associated with the Project.

c. The parties, or their authorized agent, shall agree to hold consultations as may be necessary with regard to proposed amendments to this MOA during the course of the Project for the purpose of resolving any items that may have been unintentionally omitted from this MOA or arise from unforeseen events or conditions. Such amendments shall not be effective or binding on either party unless in writing, properly executed by Aeronautics and the County; and, if necessary, approved by the FAA in accordance with the Terms and Conditions.

d. Any and all reviews and approvals required of the parties shall not be unreasonably denied or withheld.

e. The parties hereto agree to conform to all state, federal and local laws, rules, regulations and ordinances governing agreements or contracts relative to the services covered under this MOA.

f. In the event that any provision of this MOA shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

g. This MOA may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

h. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this MOA.

i. The parties hereto affirmatively represent that this MOA is made solely for the benefit of the parties hereto and their respective successors and assigns and not for the benefit of any third party who is not a signatory party hereto. No party other than the signatory parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

VII. NOTICE

All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given when received by the recipient on the fifth day after sending if sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

WITNESS:

OCONEE COUNTY

By: _____

Title: _____

WITNESS:

SOUTH CAROLINA AERONAUTICS
COMMISSION

Gene M. Richardson

By: *Paul [Signature]*

Title: *Executive Director*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.



U. S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

Exhibit A

Date of Offer: August 31, 2010
Project Number: 3-45-4500-014-2010
Recipient: South Carolina Aeronautics Commission (Herein called Sponsor)

OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share, ninety five percent of the allowable costs incurred in accomplishing the project consisting of the following:

- Install Perimeter Security Fencing- 13,300 LF (Newberry County Airport);
- Install Perimeter Security Fencing- 17,450 LF (Darlington County Airport);
- Install Perimeter Security Fencing- 25,586 LF (Chester, Columbia Regional Airport);
- Install Perimeter Security Fencing- 5,000 LF (Berkley County Airport);
- Install Perimeter Security Fencing- 26,380 LF (Sumter County Airport);
- Install Perimeter Security Fencing- 15,930 LF (Anderson Regional Airport);
- Install Perimeter Security Fencing- 0,400 LF (Oconee County Regional Airport);

as more particularly described in the Project Application dated August 9, 2010.

The maximum obligation of the United States payable under this Offer shall be \$3,062,618 for airport development. This offer is made in accordance with and for the purpose of carrying out the applicable provisions of the Federal Aviation Act of 1958, as amended, codified at Title 49 of the United States Code. Acceptance and execution of this Offer shall constitute a Grant Agreement, as provided by Title 49 of the United States Code, constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Scott L. Seitt
Manager Airports District Office

ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document "Terms and Conditions of Accepting Airport Improvement Program (AIP) Grants" dated December 16, 2009.

Executed this 15 day of September, 2010
(Date)

Lynne Richardson
Agent

Secretary
Title

South Carolina Aeronautics Commission
Name of Sponsor

Paul H. Hays
Signature of Sponsor's Designated Official Representative

Executive Director
Title

CERTIFICATE OF SPONSOR'S ATTORNEY

Donald M. Hays, acting as Attorney for the Sponsor on behalf hereby

This is my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of South Carolina. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the applicable provisions of the Federal Aviation Act of 1958, as amended, codified at Title 49 of the United States Code. In addition, for grants involving projects to be carried out in whole or in part owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Donald M. Hays
Signature of Sponsor's Attorney

Sep 2, 2010
Date (Date must be on or later than execution date above)

TERMS AND CONDITIONS OF ACCEPTING AIRPORT IMPROVEMENT PROGRAM GRANTS

This document contains the terms and conditions of accepting Airport Improvement Program (AIP) grants from the Federal Aviation Administration (FAA) for the purpose of carrying out the provisions of Title 49, United States Code. These terms and conditions become applicable when the Sponsor accepts a Grant Offer from the FAA that references this document. The FAA may unilaterally amend the terms and conditions by notification in writing, and such amendment will only apply to grants accepted after notification.

I. DEFINITIONS

- A. **Sponsor**—An agency that is legally, financially, and otherwise able to assume and carry out the certifications, representations, warranties, assurances, covenants and other obligations required in this document and in the accepted Grant Agreement.
- B. **Project—Work** as identified in this grant Agreement.
- C. **Primary Airport**—A commercial service airport the Secretary of Transportation determines to have more than 10,000 passengers boarding each year.
- D. **"this grant"** — In this document the term "this grant" refers to the applicable grant agreement or grant agreements that incorporate(s) these Terms and Conditions as part of the grant agreement.

II. CERTIFICATIONS

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the Sponsor that it will comply with statutory and administrative requirements in carrying out a project under the AIP. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve sponsors from fully complying with all applicable statutory and administrative standards. In accepting this grant, the Sponsor certifies that each of the following items was or will be complied with in the performance of grant agreements. If a certification cannot be met for a specific project, the Sponsor must fully explain in an attachment to the project application.

- A. **Sponsor Certification for Selection of Consultants.** General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), and Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and Advisory Circular 150/5130-14, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*.
 - 1. Solicitations were (will be) made to ensure fair and open competition from a wide area of interest.
 - 2. Consultants were (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.
 - 3. A record of negotiations has been (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the Sponsor's independent cost estimate.
 - 4. If engineering or other services are to be performed by Sponsor force-account personnel, prior approval was (will be) obtained from the FAA.
 - 5. The consultant services contracts clearly establish (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
 - 6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.
 - 7. Mandatory contract provisions for grant-assisted contracts have been (will be) included in consultant services contracts.
 - 8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not (will not be) used.

9. If the services being procured cover more than the single grant project referenced in the certification, the scope of work was (will be) specifically described in the advertisement and future work will not be initiated beyond five years.

B. Sponsor Certification for Project Plans and Specifications. AIP standards are generally described in Advisory Circulars 150/5100-6, Labor Requirements for the Airport Improvement Program; 150/5100-15, Civil Rights Requirements for the Airport Improvement Program; and 150/5100-18, Airport Grant Assurance One-General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports, as well as procurement/installation of equipment and facilities, is referenced in standard airport sponsor Grant Assurance 34 in this document.

1. The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements; so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.
2. Specifications for the procurement of equipment are not (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specifications?
3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.
4. Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications.
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are (will be) included in the project specifications.
6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.
7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA, as well as incorporated into the specifications; and a safety/phasing plan has FAA's concurrence, if required.
9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.

C. Sponsor Certification for Equipment/Construction Contracts. General standards for equipment and construction contracts within Federal grant programs are described in Title 49, CFR, Part 18.3ff. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program; 150/5100-15, Civil Rights Requirements for the Airport Improvement Program; and 150/5100-18, Airport Grant Assurance One-General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards:

1. A code or standard of conduct is (will be) in effect governing the performance of the Sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.
2. Qualified personnel are (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.
3. The procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.
4. This bid solicitation clearly and accurately describes (will describe):
 - a. The current Federal wage rate determination for all construction projects; and
 - b. All other requirements of the equipment and/or services to be provided.
5. Concurrence was (will be) obtained from FAA prior to contract award under any of the following circumstances:
 - f. Only one qualified person/firm submits a responsive bid;
 - g. The contract is to be awarded to other than the lowest responsive bidder;
 - h. Life cycle costing is a factor in selecting the lowest responsive bidder; or
 - i. Proposed contract prices are more than 10 percent over the Sponsor's cost estimate.
6. All contracts exceeding \$100,000 require (will require) the following provisions:
 - a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;
 - b. Conditions specifying administrative, contractual, and legal remedies, including contract termination for those instances in which contractors violate or breach contract terms; and
 - c. Compliance with applicable standards and requirements issued under Section 305 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.

7. All construction contracts contain (will contain) provisions for:
 - a. Compliance with the Copeland "Anti-Kick Back" Act; and
 - b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam-era veterans and disabled veterans.
 8. All construction contracts exceeding \$2,000 contain (will contain) the following provisions:
 - a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and
 - b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.
 9. All construction contracts exceeding \$10,000 contain (will contain) appropriate clauses from 41 CFR Part 80 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.
 10. All contracts and subcontracts contain (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.
 11. Appropriate checks have been (will be) made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.
- D. Sponsor Certification for Real Property Acquisition.** General requirements on real property acquisition and relocation assistance are in Title 49, CFR, Part 24 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act):
1. The Sponsor's attorney or other official has (will have) good and sufficient title and title evidence on property in the project.
 2. If defects and/or encumbrances exist in the title that adversely impact the Sponsor's intended use of property in the project, they have been (will be) extinguished, modified, or subordinated.
 3. If property for airport development is (will be) leased, the following conditions have been (will be) met:
 - a. The term is for 20 years or the Useful life of the project;
 - b. The lessor is a public agency; and
 - c. The lease contains no provisions that prevent full compliance with this grant agreement.
 4. Property in the project is (will be) in conformance with the current Exhibit "A" property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
 5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
 6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 27 surfaces, property interest was (will be) obtained for the following:
 - a. The right of flight;
 - b. The right of ingress and egress to remove obstructions; and
 - c. The right to restrict the establishment of future obstructions.
 7. Appraisals prepared by qualified real estate appraisers hired by the Sponsor include (will include) the following:
 - a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
 - a. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections.
 8. Each appraisal has been (will be) reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals and review appraisal are (will be) available to FAA for review.
 9. A written offer to acquire each parcel was (will be) presented to the property owner for not less than the approved amount of just compensation.
 10. Effort was (will be) made to acquire each property through the following negotiation procedures:
 - a. No coercive action was (will be) taken to induce agreement; and
 - b. Supporting documents for settlements are (will be) included in the project files.
 11. If a negotiated settlement is not reached, the following procedures were (will be) used:
 - a. Confirmation was (will be) initiated and a court deposit not less than the just compensation was (will be) made prior to possession of the property; and
 - b. Supporting documents for awards were (will be) included in the project files.
 12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was (will be) established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were (will be) provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

E. Sponsor Certification for Construction Project Final Acceptance. General requirements for final acceptance and closeout of Federally funded construction projects are in Title 49, CFR, Part 18.50. The Sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of this grant Agreement and contract documents:

1. The personnel engaged in project administration, engineering supervision, construction inspection, and testing were (will be) determined to be qualified as well as competent to perform the work.
2. Daily construction records were (will be) kept by the resident engineer/construction inspector as follows:
 - a. Work in progress
 - b. Quality and quantity of materials delivered
 - c. Test locations and results
 - d. Instructions provided the contractor
 - e. Weather conditions
 - f. Equipment use
 - g. Labor requirements
 - h. Safety problems
 - i. Changes required
3. Weekly payroll records and statements of compliance were (will be) submitted by the prime contractor and reviewed by the Sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.
5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.
6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.
7. Payments to the contractor were (will be) made in compliance with contract provisions as follows:
 - a. Payments are verified by the Sponsor's internal audit of contract records kept by the resident engineer, and
 - b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments, and a summary of pay reductions are made available to the FAA.
8. The project was (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.
9. A final project inspection was (will be) conducted with representatives of the Sponsor and the contractor, and project files contain (will contain) documentation of the final inspection.
10. Work in this grant agreement was (will be) physically completed, and corrective actions required as a result of the final inspection are completed to the satisfaction of the Sponsor.
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been (will be) submitted to the FAA.
12. Applicable close-out financial reports have been (will be) submitted to the FAA.

F. Sponsor Certification for Seismic Design and Construction. 49 CFR Part 41 sets forth the requirements in the design and construction of the buildings to be financed with the assistance of the FAA. Compliance will be met by adhering to at least one of the following accepted standards:

1. Model codes found to provide a level of seismic safety substantially equivalent to that provided by use of the 1988 National Earthquake Hazards Reduction Program (NEHRP) including:
 - a. The 1991 International Conference of Building Officials (ICBO) Uniform Building Code, published by the International Conference of Building Officials, 5380 South Workman Mill Road, Whittier, California 90601.
 - b. The 1992 Supplement to the Building Officials and Code Administration International (BOCA) National Building Code, published by the Building Officials and Code Administrators, 4051 West Passmore Road, Country Club Hills, Illinois 60173-5795; and

5. The 1992 Amendments to the Southern Building Code Congress (SBCO) Standard Building Code, published by the Southern Building Code Congress International, 900 Montclair Road, Birmingham, Alabama 35213-1206.
 6. Revisions to the model codes listed above that are substantially equivalent or exceed the then current or immediately preceding edition of the NEHRP recommended provisions, as it is updated, may be approved by the DOT Operating Administration to meet the requirements of 49 CFR Part 41.
 7. State, county, local, or other jurisdictional building ordinances adopting and enforcing the model codes listed above, in their entirety, without significant revisions or changes in the direction of less seismic safety, meet the requirement of 49 CFR Part 41.
- G. Drug-Free Workplace:** General requirements on the drug-free workplace within Federal grant programs are described in Title 49, CFR, Part 29 and the Drug-Free Workplace Act of 1988. Sponsors are required to certify they will provide, or will continue to provide, a drug-free workplace in accordance with the regulation.
1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.
 2. An ongoing drug-free awareness program has been (will be) established to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.
 4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition of employment under the grant, the employee will:
 - a. Adhere by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.
 6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
 - a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.

III. GENERAL CONDITIONS

- A. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration under Title 49 U.S.C.
- B. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- C. The Sponsor shall carry out and complete the Project(s) without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe.
- D. The FAA reserves the right to unilaterally terminate this grant if the Sponsor does not make at least one draw down of funds under their Letter of Credit or submit at least one written Request for Reimbursement, as applicable, in each twelve month period after grant acceptance.

- F. The Sponsor agrees to monitor progress on the work to be accomplished by this grant. For engineering services, the Sponsor agrees to make payment only for work that has been satisfactorily completed and that ten percent (10%) of the total value of the engineering services contract will not be paid to the Engineer until acceptable final project documentation is provided.
- F. The Sponsor agrees to submit final grant closeout documents to the FAA within 90 days after physical completion of the project(s), but no greater than four (4) years from the date of the grant, unless otherwise agreed to by the FAA.
- G. The FAA reserves the right to amend or withdraw this grant offer at any time prior to its acceptance by the Sponsor.
- H. This grant offer will expire, and the United States shall not be obligated to pay any part of the costs of the project unless this grant offer has been accepted by the Sponsor on or before 90 days after this grant offer but no later than September 30 of the federal fiscal year this grant offer was made, or such subsequent date as may be prescribed in writing by the FAA.
- I. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
- J. The United States shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this grant agreement.
- K. If, during the life of the project, the FAA determines that this grant amount exceeds the expected needs of the Sponsor by \$5,000 or five percent (5%), whichever is greater, this grant amount can be unilaterally reduced by letter from FAA advising of the budget change. Conversely, with the exception of planning projects, if there is an overrun in the eligible project costs, FAA may increase this grant to cover the amount of the overrun not to exceed the statutory fifteen (15%) percent limitation for primary airports or either by not more than fifteen percent (15%) of the original grant amount or by an amount not to exceed twenty five percent (25%) of the total increase in allowable project costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding for non-primary airports. FAA will advise the Sponsor by letter of the increase. Planning projects will not be increased above the planning portion of the maximum obligation of the United States shown in this grant agreement. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified. In addition, the Sponsor's officially designated representative, is authorized to request FAA concurrence in revising the project description and grant amount within statutory limitations. A letter from the FAA concurring in the said requested revision to the project work description and grant amount shall constitute an amendment to this Grant Agreement.
- L. If requested by the Sponsor and authorized by the FAA, the letter of credit method of payment may be used. It is understood and agreed that the Sponsor agrees to request cash withdrawals on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
- M. Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this condition.
- N. If this grant agreement includes payment work that equals or exceeds \$250,000, the Sponsor will perform the following:
1. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control

provisions and tests required by the Federal specifications. The program shall include as a minimum:

- a. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
 - b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - c. Procedures for determining that testing laboratories meet the requirements of the American Society of Testing Materials standards on laboratory evaluation, referenced in the contract specifications (D3665, C1077).
 - d. Qualifications of engineering supervision and construction inspection personnel.
 - e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - f. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, that the proper corrective actions, where necessary, are undertaken.
2. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.
 3. Failure to provide a complete report as described in paragraph 2, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under this grant agreement.
 4. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor tests results are inaccurate.

5. For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number 11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. As a minimum, the program must conform with the following provisions:

Pavement Maintenance Management Program

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

1. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement, and
 - d. Year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

2. **Inspection Schedule.**
 - a. **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available (i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150-5230-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspections may be extended to three years.
 - b. **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.
3. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

- a. Inspection date;
- b. Location;
- c. Distress types; and
- d. Maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

4. **Information Retrieval.** An airport Sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.
 5. **Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.
- P. Takeover of Instrument Landing System and Associated Equipment in Project.** If this grant includes an instrument landing system and associated equipment and the FAA has agreed to takeover the system and equipment, the Sponsor must check the facility prior to its commissioning to assure it meets the operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach, or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR part 77 determines that to be acceptable, and mark and light the runway, as appropriate.
- Q. Airport-Owned Visual or Electronic NAVAIDS in Project.** If this grant includes a visual or electronic navigational aid, the Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP during the useful life of the equipment and check the facility prior to its commissioning to assure it meets the operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR Part 77 determines that to be acceptable, and mark and light the runway, as appropriate. The FAA will not take over the ownership, operation, or maintenance of any sponsor-acquired equipment other than an AIP-funded instrument landing system and associated equipment where FAA agrees to take over the system and equipment.
- R. Non-AIP Work in Application.** It is understood and agreed by and between the parties hereto that notwithstanding the fact that a Project Application may include therein the construction of work not included in this grant agreement project description, said work shall not be a part of this project and, if or to the extent accomplished by the Sponsor, such accomplishment shall be without any participation in the costs thereof by the United States under this project. It is further understood and agreed that, in the event the work which is excluded from the project is accomplished by the Sponsor, the Sponsor shall maintain as a portion of the cost records covering this project, separable cost records pertaining to the above-identified work excluded from Federal participation under this project, which records shall be made available for inspection and audit by the FAA to the end that the cost of the excluded work may be definitely determined.
- It is further understood and agreed that the Sponsor will submit a Program Statement/cost estimate depicting the excluded costs or a cost estimate depicting only those costs eligible for Federal participation in this project.
- S. Utility Relocation in Project.** It is understood and agreed by and between the parties hereto that the United States shall not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs. FAA participation will be limited to those utilities located on private right-of-way or utilities that exclusively serve the Airport.
- T. Revenue from Real Property – Land in Project.** The Sponsor agrees that all net revenues produced from real property purchased in part with Federal funds in this grant shall be used on the airport for airport planning, development or operating expenses, except that all income from real property purchased for noise compatibility purposes or for future aeronautical use be used only to fund projects which would be eligible for grants under the Act. Income from noise or future use property may not be used for the Sponsor's matching share of any airport grant. Airport fiscal and accounting records shall clearly identify actual sources and uses of these funds.
- U. Future Development Land.** If this grant includes acquisition of land for future development, the Sponsor agrees to implement within five years of such grant the airport development that requires this land acquisition, unless the FAA agrees to a different duration. Furthermore, the Sponsor agrees not to dispose of the land by sale or lease, without prior consent and approval of the FAA. In the event the land is not used within ten years for the purpose

for which it was acquired, the Sponsor will refund the Federal share of acquisition cost or the current fair market value of the land, whichever is greater, unless the FAA agrees to a different duration.

W. Runway Protection Zones. The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:

1. **Existing Fee Title Interest in the Runway Protection Zone.** The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.
2. **Existing Easement Interest in the Runway Protection Zone.** The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
3. **Future Interest in the Runway Protection Zone.** The Sponsor agrees that it will acquire fee title or less-than-fee interest in the Runway Protection Zones that presently are not under its control under an agreed schedule with the FAA. Said interest shall provide the protection noted in above Subparagraphs 1 and 2.

W. Noise Projects on Privately Owned Property. No payment shall be made under the terms of this grant agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by Assurance 5d of the ASSURANCES Airport Sponsors, and such agreement is determined to be satisfactory. As a minimum, the agreement with the private owner must contain the following provisions:

1. The property owner shall subject the construction work on the project to such inspection and approval during the construction or installation of the noise compatibility measures and after completion of the measures as they may reasonably be requested by the Secretary or the Sponsor.
2. The property owner shall assume the responsibility for maintenance and operation of the items installed, purchased, or constructed under this grant agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance and operation of these items.
3. If Federal funds for the noise compatibility measures are transferred by the Sponsor to the owner of the private property, or the owner's agent, the property owner shall agree to maintain and make available to the Secretary or the Sponsor, upon reasonable request, records disclosing the amount of funds received and the disposition of those funds.
4. The property owner's right to sue the owner of the noise-impacting Airport for adverse noise impacts will be abrogated if the property owner deliberately or willfully acts to reduce or destroy the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation shall remain in effect throughout the useful life of the noise compatibility measures, but not to exceed 20 years from the date of the Sponsor's acceptance of federal aid for the project.

X. Update Approved Exhibit "A" For Land In Project. It is understood and agreed by and between the parties hereto that notwithstanding the fact that this grant offer is made and accepted upon the basis of the current Exhibit "A" Property Map, the Sponsor hereby covenants and agrees that upon completion of an A/P funded land acquisition project, it will update said Exhibit "A" Property Map to standards satisfactory to the FAA and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an eligible administrative cost for participation within the scope of this project.

Y. Friction Measuring Devices. If this grant includes acquisition of friction measuring devices, the Sponsor assures that it will properly calibrate, operate, and maintain the friction measuring equipment in accordance with the manufacturer's guidelines and instructions and Advisory Circular 160/5220-12. The friction measuring equipment and tow vehicle (if applicable) shall not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities, such as training and calibration.

Z. Low Emission Systems. If this grant includes low emission systems work, the Sponsor agrees to the following conditions under the Voluntary Airport Low Emission (VALE) program:

1. Vehicles and equipment purchased with assistance from this grant shall be maintained and used for their useful life at the airport for which they were purchased. Moreover, any vehicles or equipment replaced under this program shall not be transferred to another airport or location within the same or any other nonairfield or maintenance area. No airport-owned vehicles or equipment may be transferred to, taken to, or used at

- another airport without the consent of the FAA in consultation with the United States Environmental Protection Agency and State air quality agency
2. All vehicles and equipment purchased with assistance from this grant shall be clearly labeled using the VALE program emblem designed by the FAA.
 3. The Sponsor shall maintain annual reporting records of all vehicles and equipment purchased with assistance from this grant. These public records shall contain detailed information involving individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

The Sponsor certifies that it shall replace any disabled or seriously damaged vehicle or equipment purchased with assistance from this grant, at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions. The Sponsor assumes all financial responsibility for replacement costs. The Sponsor also certifies that it shall fulfil this replacement obligation, beyond the useful life of the affected vehicle or equipment, for the possible longer life of Airport Emission Reduction Credits that were granted to the Sponsor for this vehicle or equipment.

IV. ASSURANCES

The following FAA document titled *ASSURANCES Airport Sponsors*, dated March 28, 2005, is incorporated as part of these Terms and Conditions:

ASSURANCES Airport Sponsors

A. General:

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "Sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the Sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability:

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 16, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The Sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VI, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.²
- f. National Historic Preservation Act of 1986 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(e) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303 (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d and 2000d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 96-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1976 - Section 402 - 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Anti Kickback Act - 18 U.S.C. 874-1.
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

- Executive Order 11246 - Equal Employment Opportunity¹
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11988 - Flood Plain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs
- Executive Order 12695 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings
- c. 14 CFR Part 150 - Airport noise compatibility planning
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable in contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- g. 41 CFR Part 80 - Office of Federal Contract Compliance Programs; Equal Employment Opportunity; Department of Labor (Federal and federally assisted contracting requirements).
- h. 49 CFR Part 16 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.²
- i. 49 CFR Part 23 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 25 - Participation by Disadvantaged Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.²
- m. 49 CFR Part 26 - Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.

- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.
- o. 49 CFR Part 29 - Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations.
 - 1. These laws do not apply to airport planning sponsors.
 - 2. These laws do not apply to private sponsors.
 - 3. 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for this grant and to finance and carry out the proposed project, that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with this application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein, to act in connection with this application, and to provide such additional information as may be required.

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States; it has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.**4. Good Title.**

- a. If a public agency or the Federal government, holds good title, satisfactory to the Secretary, in the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the Sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the Sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended for the duration of the terms, conditions, and assurances of this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the Sponsor shall insert in the contract or document transferring or disposing of the Sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the Sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes

- thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the Sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Record Keeping Requirements**
- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant; the total cost of the project, in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources; and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1994.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
14. **Minimum Wage Rates.** It shall include, in all contracts, in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under this grant agreement, which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 43, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.
17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. **Planning Projects.** In carrying out planning projects:
- It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
 - It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
 - It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
 - It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
 - It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
 - It will grant the Secretary the right to disapprove the use of the Sponsor's employees to do all or any part of the project.
 - It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.
19. **Operation and Maintenance.**
- The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not lease or permit any activity or

action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the Sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.
9. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the Sponsor will insert and enforce provisions requiring the contractor to:
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant; or another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the Sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the Sponsor under these provisions.
- h. The Sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The Sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights. It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport, it further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which, because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services of the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the

Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property, or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- b. As part of the annual audit required under the Single Audit Act of 1984, the Sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - i. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - ii. all services and property provided by the airport to other units of government and the amount of compensation received for provision of such service and property.

27. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the Sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that -

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the Sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space for

facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary, which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The Sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary, or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the Sponsor retains ownership or possession of the property.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (2) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having continued no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the Sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart S of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport. However, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3803).
38. **Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.
39. **Competitive Access.**
- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP
FUNDED AND PFC APPROVED PROJECTS**

Dated: 2/26/2010

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports_airtraffic/airports/resources/advisory_circulars

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5000-13A	Announcement of Availability--RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airports Surface Movement Sensors
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety and Operations
150/5200-33B	Hazardous Wildlife Attractants On or Near Airports
150/5210-5C	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Fire and Rescue Communications
150/5210-13B	Water Rescue Plans, Facilities, and Equipment
150/5210-14B	Airport Fire and Rescue Personnel Protective Clothing
150/5210-15A	Airport Rescue & Firefighting Station Building Design
150/5210-15A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-4B	Water Supply Systems for Aircraft Fire and Rescue Protection
150/5220-13B	Runway Surface Condition Sensor Specificity Guide
150/5220-16C	Automated Weather Observing Systems for Non-Federal Applications

NUMBER	TITLE
150/5220-17A and Change 1	Design Standards for Aircraft Rescue Firefighting Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20 and Change 1	Airport Snow and Ice Control Equipment
150/5220-21B	Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments
150/5220-22A	Engineered Materials Arresting System (EMAS) for Aircraft Overruns
150/5220-23	Fragible Connectors
150/5220-24	Foreign Object Detection Equipment
150/5300-13 and Changes 1-15	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17B	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C and Changes 1-7	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C and Changes 1 through 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14	Airport Landscaping for Noise Control Purposes

FAA Advisory Circulars Required for Use in AIP-Funded and PFC-Approved Projects
 June 2, 2010

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5A	Standardized Method of Reporting Pavement Strength PCN
150/5340-1J and Changes 2	Standards for Airport Markings (Change 1&2)
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18E	Standards for Airport Sign Systems
150/5340-30D	Design and Installation Details for Airport Visual Aids
150/5345-3F	Specification for L821 Panels for Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10F	Specification for Constant Current Regulators, Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacon
150/5345-13B	Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26C	Specification for L823 Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28F	Precision Approach Path Indicator (PAPI) Systems
150/5345-39C	FAA Specification L853, Runway and Taxiway Retroreflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43F	Specification for Obstruction Lighting Equipment
150/5345-44H	Specification for Taxiway and Runway Signs
150/5345-45C	Low-impact, Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47B	Specifications for Series to Series Isolation Transformers for Airport Lighting System
150/5345-48C	Specification L854, Radio Control Equipment
150/5345-50B	Specification for Parabolic Runway and Taxiway Lights
150/5345-51A	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53C	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-1894 Power and Control Unit for Land and Hold Short
150/5345-55A	Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56A	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-9	Planning and Design of Airport Terminal Facilities at Non-Hub Locations
150/5360-12E	Airport Signing and Graphics
150/5380-13 and Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5370-2E	Operational Safety on Airports During Construction
150/5370-10E	Standards for Specifying Construction of Airports
150/5370-11A	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement
150/5360-3B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2B	Helipad Design
150/5390-3	Vertiport Design
150/5395-1	Seaplane Bases

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY
DATED: 6/2/2010**

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-16A	Civil Rights Requirements for the Airport Improvement Program
150/5100-17 and Change 1 through 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D Change 1-4	Construction Progress and Inspection Report – Airport Grant Program
150/5370-11A	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5380-7A	Airport Pavement Management Program
150/5380-8A	Handbook for Identification of Alkali-Silica Reactivity in Airfield Pavements

**THE FOLLOWING ADDITIONAL APPLY TO PFC PROJECTS ONLY
DATED: 4/28/2010**

NUMBER	TITLE
150/9000-12	Announcement of Availability – Passenger Facility Charge (PFC) Application (FAA Form 5500-1)



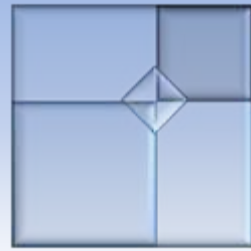
County Council Update

Jim Alexander, Director
Economic Development Commission

May 17, 2011



EDC Mission Statement



The Economic Development Commission
will improve the Quality of Life
for the citizens of Oconee County
by encouraging a Diversified Economy
that attracts Industrial and Commercial
investment and fosters retention
of Existing Business and Industry

Capital Investment & Job Creation

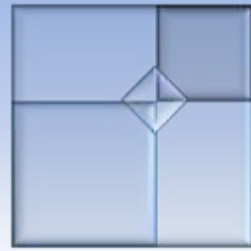
2011				
Company	New/Exp	Capital Investment	Jobs	Actual
CollinsCraft	Expansion	1,750,000	5	
Altera Polymers, LLC	New	4,000,000	50	
Totals		\$5,750,000	55	
2010				
US Engine Valve Corporation	Expansion	18,000,000	5	
Schneider Electric	Equip Upgrade	5,000,000	5	
Koyo Bearings	FILOT Extension	5,000,000		
Totals		\$28,000,000	10	
2009				
Greenfield Industries	Expansion	18,000,000	85	115
Itron	Equip Upgrade	30,000,000	150	350+
Totals		\$48,000,000	240	465
3 Year Total		\$81,750,000	300	465

Average Wage Per Hour

South Carolina Average Wage Per Hour (2-22-11)	
Highest – Beaufort County	\$22.10
Oconee County (12 th)	\$16.23
Anderson County	\$15.13
Pickens County	\$13.68
Lowest – Allendale County	\$11.32
State Average	\$16.17



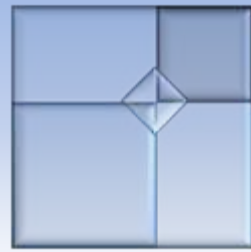
Recommended Goals By County Council 2010



- OC Comprehensive Plan – Goal 2
 - Identify, develop and utilize all tools and funding sources necessary to meet the present and future economic development needs
- Vision 2028 – W2
 - Invest more now to attract jobs of the future; provide incentives for businesses to relocate to our county
- EDC Strategic Plan – Strategy IV
 - Preferred Development Areas and Infrastructure (Product)



Oconee County Shell Building II

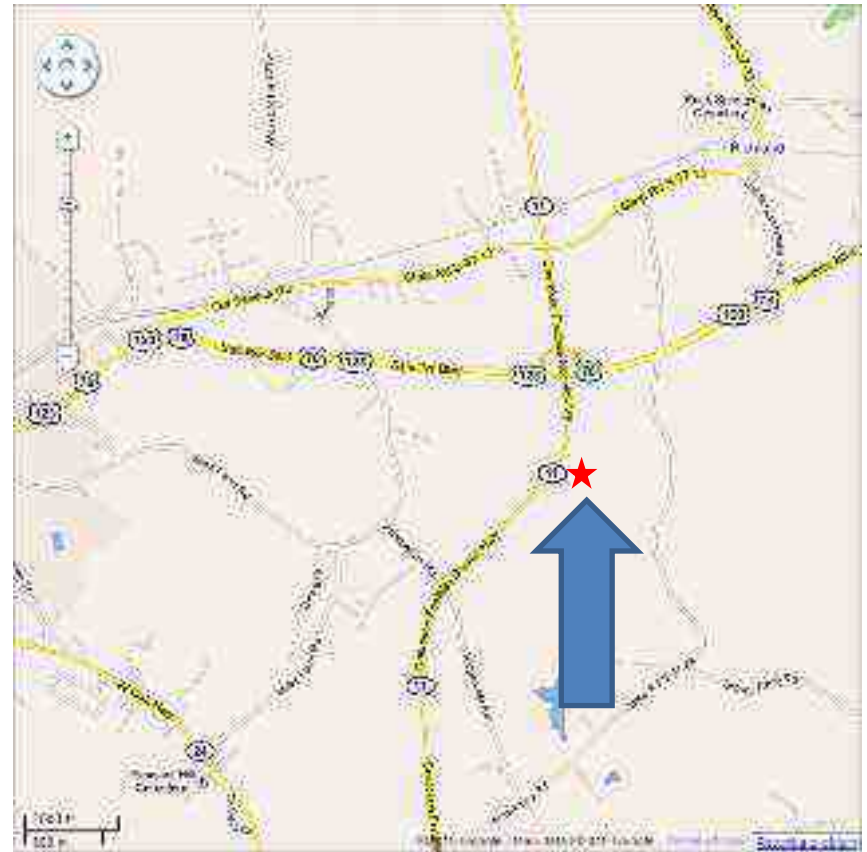


- ❑ Building Information
 - ❑ Located near Westminster
 - ❑ 50,000 SF
 - ❑ 32' Ceiling Heights
 - ❑ \$1.5M Asking Price
 - ❑ Negotiable
- ❑ Inquiries
 - ❑ 5 Direct
 - ❑ Prospect
 - ❑ 4 Indirect
 - ❑ Site Consultant





Oconee County Shell Building II



O.C. Shell II

May 2011





O.C. Shell II (Night Shot)

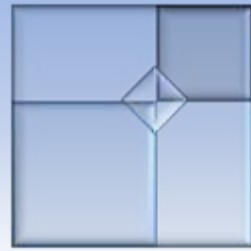


GCCP Entrance





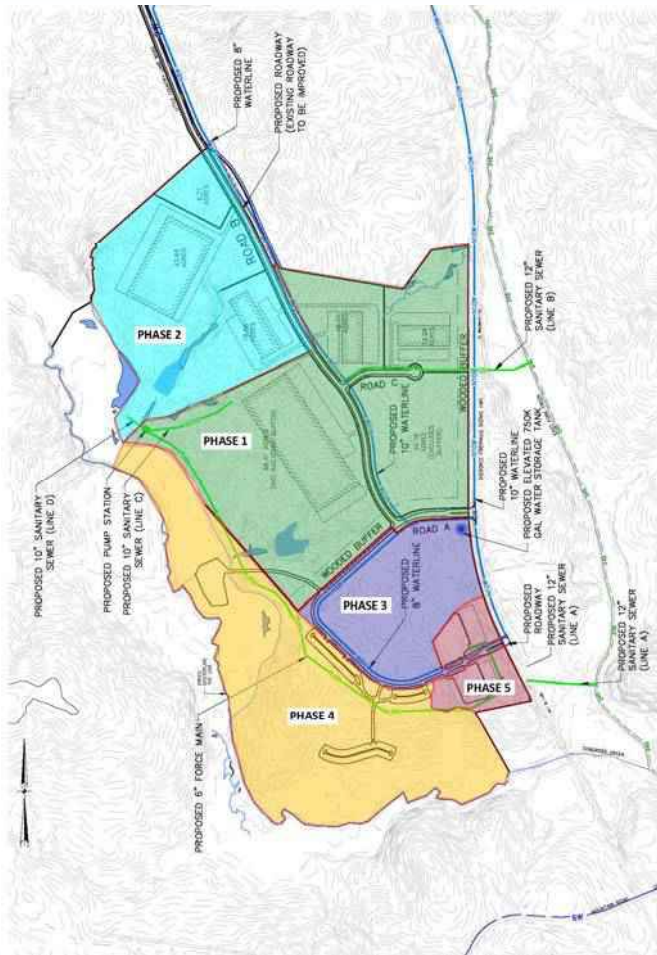
Echo Hills Park



- Located on SC 11 North of US 123/76
- Approximately 400+ acres
- Engineering Underway
 - Phase 1



Echo Hills Park Development Plan



- Phase 1 – Green
- Phase 2 – Light Blue
- Phase 3 – Dark Blue
- Phase 4 – Yellow
- Phase 5 – Red

Phillips Fibers/Propex Property Efforts



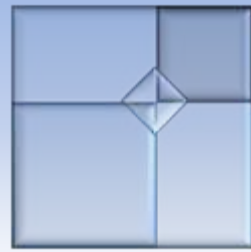
Company Highlights

- **Itron**
Mike Higgins
Plant Manager
- Named Ambassador for Economic Development
- Reasons for selection:
 - \$60M invested over last 5yrs
 - Over 350 jobs created
- Itron Continues to Hire



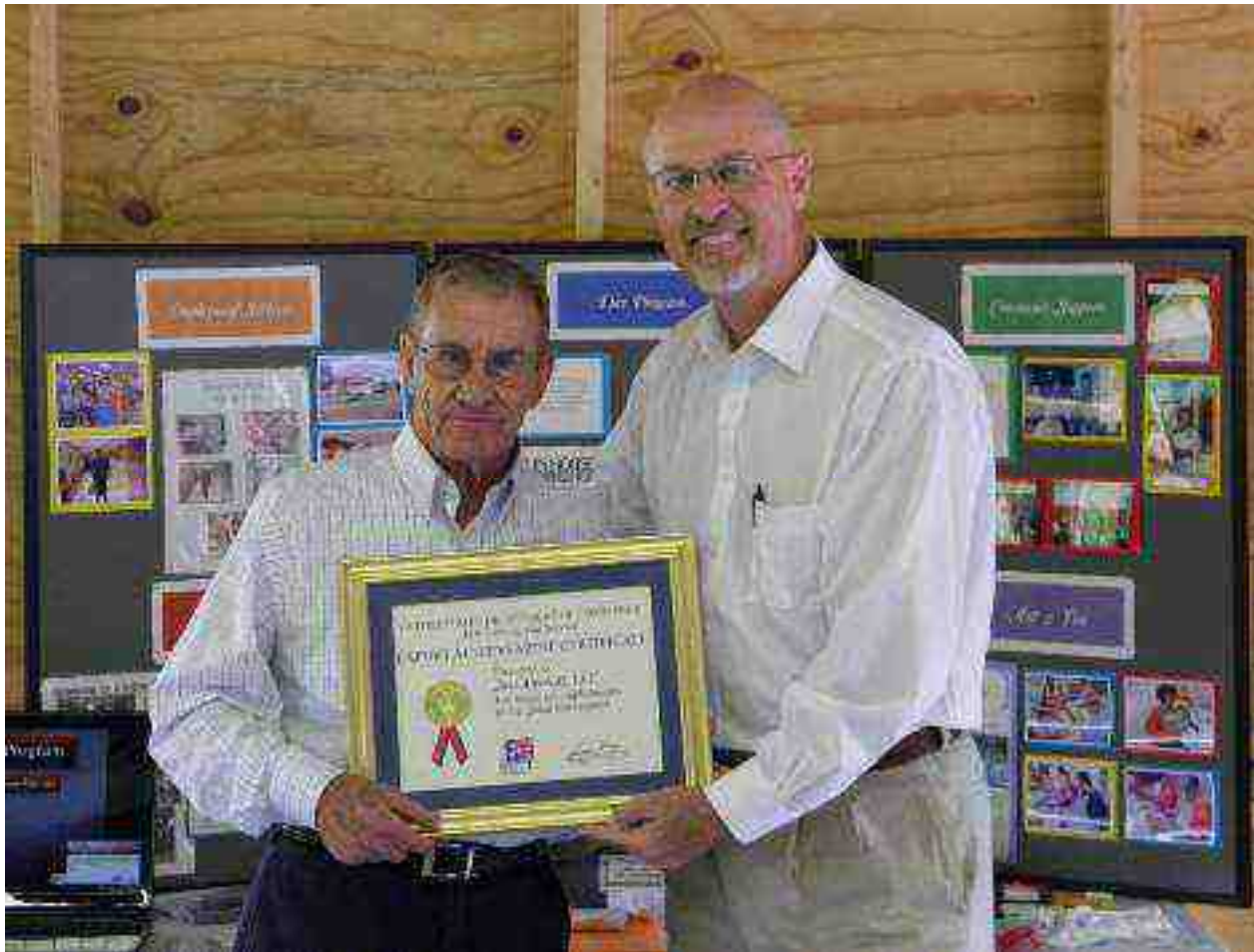


Altera Polymers – Seneca



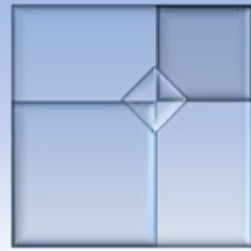
- Shipping Product
 - First Shipment
 - April 4, 2011
 - Second Shipment
 - April 14, 2011
 - Planning for 3rd Manufacturing Line
 - April 19, 2011

Just Aircraft Export Achievement Award





CollinsCraft Expansion



- Corner of Highways 11 and 123
- 66,000sf Facility
- Complete by Mid-Summer

Company Highlights



Company Highlights

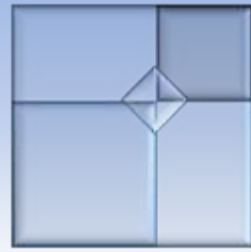


- Operation selected to manufacture the new Electrical Vehicle Charging Station (EVCS)





Oconee County Industrial Group



Anderson, Oconee & Pickens Business & Industry Showcase

- 3 County Effort
- 2010 was a success
 - Over 5,000 8th Graders
- 2011 Event Scheduled
 - September 20-22, 2011
 - Littlejohn Coliseum


State Unemployment Tax (SUTA)

- Issues
- Solutions



EDC News

(Published Quarterly)



NEWS

New Shell Building At Oconee County Commerce Center

Industrial clients and users are excited to see the new construction shell building located in the Oconee County Commerce Center located along SC Highway 11, near Missionary, SC. The building is 150,000 square foot and is responsible to meet the needs of the client. The building is located on a 10-acre site.

"Best building I have seen in four years" comments one of the clients while others expressed a keen interest in the flexibility and features of the shell building. Major specifications of the building include:

- Redefined 24'x24' Precast Concrete Voids
- Insulated 24'x24' Single Ply Membrane Roof
- 15' 4,000 PSK Concrete Floor
- 50' x 50' Column Spacing
- 32' Clear Height
- 3 Truck Decks
- 2 Drive-in Door



EXCITING TIMES!
Jim Alexander, Director

These are exciting times in Oconee County...the new shell building has been completed and we are showing it to industrial prospects. Thanks to the Blue Ridge Electric Cooperative, AT&T and the County Council for supporting this initiative to have "product" to attract new or expanding businesses.



Another, big thank you goes to the Seneca, Walhalla and Westminster Chambers of Commerce for the "State of Oconee" event. It was extremely well planned, enjoyed a standing-room only crowd and provided valuable information to our citizens. This is well on its way to becoming an annual event.

There is excitement as development of the Golden Corner Commerce Park near I-85 and at the Echo Hills site along SC Highway 11 starts to happen.

The news from our world-class manufacturing family is very positive and most exciting with the hiring of additional associates and an economy that is trending upward.

Oconee County has enjoyed the benefits of recent expansion announcements from some of the local industrial family and now hopes to expand its own economic development resources with the completion of the newly constructed 150,000 square-foot shell building located in the Oconee County Commerce Center.

Jim Alexander addresses the crowd at the State of Oconee Luncheon held in Westminster.

864-638-4210 - 502 East Main Street - Walhalla, SC 29691 - Website: www.oconeescedc.com

Local Plant Manager Honored

World Electric has received an Award for Excellence from the Oconee County Economic Development Commission for the new plant located in the Oconee County Commerce Center.

Mr. James J. ...



... presented the award to Mr. James J. ...

Luncheon Commemorate 2010 and Industry

The Oconee County Economic Development Commission ...



... luncheon was held at the Westminster ...

Allied Polymer's 500th Anniversary Facility in Oconee County

... facility in Oconee County ...



... facility in Oconee County ...

3 Things to Remember

Oconee Alliance

Member: Oconee County Economic Development Commission

1000 Commerce Park, Seneca, SC 29133

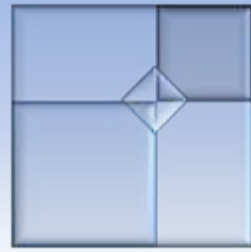
864-638-4210

www.oconeescedc.com

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Mountain Lakes Business Development Center



- Continuation of S.C.O.R.E. efforts
- Public/Private Effort
- Main Focus:
 - Nurture Start-Up Business
 - “Help them get off the ground”
- 7 Potential Clients
 - Sectors: Education, Robotics, Energy, Construction

**Oconee County
Council Office**

**T. Scott Moulder
Administrator**

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864 638-4245
Fax: 864 638-4246

E-mail:
smoulder@oconeesc.com

COUNCIL

Paul Corbell
District I

Wayne McCall
District II

Archie Barron
District III

Joel Thrift
District IV
Chairman

Reginald T. Dexter
District V



Administrator's Report
Oconee County Council Meeting

May 17, 2011

Law Enforcement, Public Safety, Health & Welfare

Detention Center Construction Project

- Weekly design meetings continue with architect and CMAR
- Presentation scheduled for May 24, Special County Council Meeting for final design and budget approval
- House at 400 S. Church Street sold to the only bidder for \$2,043.16. Buyer is responsible for moving the house and full clean-up of the property by the end of June.

Transportation

- Design and bid of Cobb Bridge is underway. Title searches are in progress for the final Right of Way documents
- Construction for paving Cartee, Edgewood and Wisteria remain in process-several delays have been experienced due to underground communications lines
- Construction of Pecan Grove Road in progress
- Road striping contract in process
- Maintenance work resulting from the Web survey and public workshops is anticipated to be complete by the end of May – 34 total responses were received

Real Estate, Facilities & Land Management

Airport Runway Extension

- Paving of runway area complete- the runway opened for business Friday
- Painting and lighting installation for the runway and taxiway are complete

Airport Hangar Construction (SC Aeronautics Grant)

- Trehel Corp. awarded bid
- Currently preparing permit applications

Airport Engineer RFQ

- RFQ issued May 9, opens June 9
- First in a two-step process- second step is RFP

Annual Fly-In Benefit Oconee County Humane Society

- Held Saturday, May 7 – approximately 1, 500 in attendance

Courthouse Remediation

- Remediation is complete
- Punch list items complete
- Final payment issued this week
- ADA report has been submitted to the US Dept. of Justice

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Solid Waste Manned Convenience Center #1 (Strawberry Farm)

- Footings and walls have been poured
- Power, water and lighting installed
- Change Order #2 on this evening's agenda

Planning & Economic Development

Golden Corner Commerce Park

- Paving project complete
- Reviewing final draft of RFQ for wastewater treatment plant / operator

Shell Building

- Project complete

FEMA CAV – Elevation Certificate

- Data remains under review

Echo Hills / Project North Property

- Engineering is underway for all utility specifications
- Sewer easement request on agenda for June 7
- Permit applications will be submitted upon easement approval

Westminster Library Property Purchase

- Closed on property last week – purchase price \$30,000
- Request for demolition on June 13 Committee agenda

Budget & Finance

Library Energy Grant

- Upgrades to lighting / HVAC are complete at all three branches
- Final grant documentation is being prepared for submittal

Reassessment

- Data entry remains in progress
- Commercial property review in process
- Deadline is July 1, 2011

FY 2012 Budget Process

- Second Reading of Budget Ordinance on tonight's agenda

Administrator Notes

- 2nd Criminal Justice Coordinating Committee held
- \$713,425 collected in Delinquent taxes in April
- \$33,000 generated from GovDeals for surplus vehicles
- Met with Ed Halbig of City of Seneca to begin process of transportation study to assess need of CAT bus route expansion