



PUBLIC COMMENT

SIGN IN SHEET

Tuesday, May 21, 2013

6:00 PM

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

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

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

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

PRINT Information Below

	FULL NAME	AGENDA ITEM FOR DISCUSSION	NON-AGENDA ITEMS
1	✓ RICH ISEAR	TAX	
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16	✓ BOB ADAMS		ROADS TRAILER FEES
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Everyone speaking before Council will be required to do so in a civil manner.

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

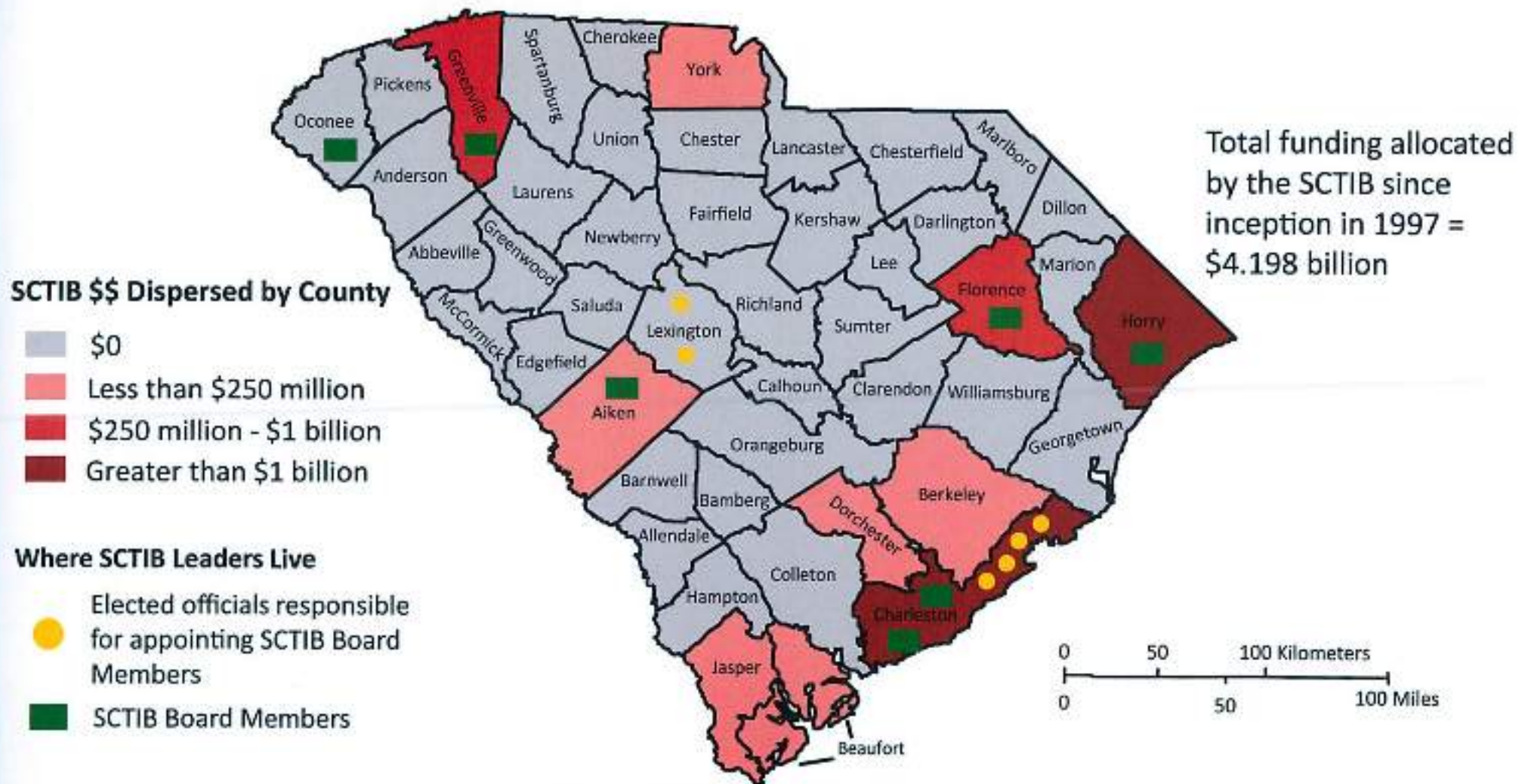
Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county.

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

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

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

SC Transportation Infrastructure Bank (SCTIB) Expenditures on Projects Completed, Underway and Approved as of April 1, 2012



*This map does not include \$42 million that have been allocated to statewide projects.



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: May 21, 2013 6:00 p.m.**

Ordinance 2013-10 "AN ORDINANCE AUTHORIZING ACCEPTANCE OF TRANSFER OF AUTHORITY FOR MUNICIPAL ELECTIONS FOR THE CITY OF WALHALLA AND THE CITY OF WESTMINSTER AND AUTHORIZING AN INTERGOVERNMENT AGREEMENT OR EMBODYING DOCUMENT INCLUDING THE TERMS OF ANY AGREEMENT, WITH EACH; 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.

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

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

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Please PRINT your name

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STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013-10

AN ORDINANCE AUTHORIZING ACCEPTANCE OF THE TRANSFER OF AUTHORITY FOR MUNICIPAL ELECTIONS FOR THE CITY OF WALHALLA AND THE CITY OF WESTMINSTER AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT OR EMBODYING DOCUMENT INCLUDING THE TERMS OF ANY AGREEMENT, WITH EACH; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, pursuant to the authority established in Article VIII, Section 13 of the State Constitution, and particularly the authority established in Section 6-1-20 of the Code of Laws of South Carolina, 1976, as amended (the “Code”), local governments, including counties, municipalities, and special service districts, may enter into intergovernmental agreements (the “Agreements”) with each other to provide joint public facilities and services when considered mutually desirable; and,

WHEREAS, the City of Walhalla and the City of Westminster (the “Cities”) are municipalities of the State pursuant to the authority established in Section 5-1-10 of the Code, and are declared to be perpetual bodies, politic and corporate, entitled to exercise all the powers and privileges provided for municipal corporations in this State, and are municipalities of the County; and,

WHEREAS, Section 5-15-145 of the Code provides for the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections from a City’s Municipal Election Commission (the “Cities’ Commissions”) to a County’s Voter Registration and Election Commission (the “County Commission”) upon the adoption of an appropriate ordinance by the governing body of the municipality transferring all authority, powers, duties, and responsibilities, and the adoption of an appropriate ordinance by the county governing body accepting the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections with both ordinances embodying terms of the Agreement related to such transfer; and,

WHEREAS, pursuant to the foregoing authorities the Cities have indicated a desire to transfer all authority, powers, duties, and responsibilities for conducting municipal elections within the Cities to the County Commission, and have commenced proceedings for the adoption of ordinances for the transfer of all authority, powers, duties, and responsibilities for conducting

municipal elections in the Cities from the Cities' Commissions to the County's Commission; and,

WHEREAS, the County Council finds that the County's Commission is willing to assume the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the Cities upon the terms and conditions outlined in this Ordinance and embodied in the attached Agreements, and the County Council finds that it is proper, appropriate and in the public interest for the County Council to adopt this Ordinance accepting the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections from the Cities' Commissions to the County's Commission, on the terms and conditions herein contained and embodied in the attached Agreements. A copy of the Agreements are attached hereto as **Exhibit A** and **Exhibit B**, and are hereby incorporated by reference as fully as if set forth verbatim herein; and,

WHEREAS, pursuant to the foregoing authorities, the Cities and the County, through authorization from their respective governing bodies, as required by the Code, desire to authorize the execution and delivery of Agreements that: provide for the transfer of all authority for conducting municipal elections in the Cities from the Cities' Commissions to the County's Commission; define the authority, powers, duties, and responsibilities assumed by the County's Commission for the conduct of municipal elections in the Cities; and, provide for reimbursement of all costs and expenses incurred by the County's Commission in the conduct of such municipal elections:

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

1. The statements of fact and policy from the preamble of this Ordinance are hereby adopted, as findings of fact, by the County Council, in their entirety, and are hereby adopted by reference, as part of the ordaining language of this Ordinance as fully as if set forth verbatim herein.
2. The attached forms of the Agreements, attached hereto as **Exhibit A** and **Exhibit B**, are hereby incorporated herein as fully as if set forth verbatim herein, in the forms attached to this Ordinance and presented to the County Council meeting at which this Ordinance is to be approved, and are hereby adopted and approved, for execution by the County.
3. The Chairman of County Council, upon the advice and recommendation of the County Attorney, and the County, acting by and through the Chairman of County Council, are hereby authorized to execute and deliver the attached Agreements, and to implement the Agreements, in the form approved hereby, or with such changes as do not materially adversely affect the County, upon the advice and recommendation of the County Attorney, all subject to the terms and provisions thereof.
4. The County Council, as the governing body of the County and on behalf of the County, hereby accepts all authority powers, duties, and responsibilities to conduct municipal elections in the Cities, and through the execution and implementation of the attached

Agreements all such authority powers, duties, and responsibilities shall be transferred from the Cities' Commissions to the County's Commission, all subject to the terms of the attached Agreements.

5. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
6. All ordinances, orders, resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the Agreements attached hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior County acts, actions, or decisions of the County or the County Council, in any regard, except as explicitly and specifically stated herein.
7. All other terms, provisions, and parts of the County Code not amended hereby, directly or by implication, shall remain in full force and effect.
8. This Ordinance shall take effect and be in full force and effect from and after the third reading and the public hearing and enactment by the County Council in accordance with the County Code.

Ordained in meeting, duly assembled, this 21st day of May, 2013.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: April 16, 2013 [in title only]
Second Reading: May 7, 2013
Public Hearing: May 21, 2013
Third Reading: May 21, 2013

desire to enter into an Agreement that: provides for the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the City from the City's Commission to the County's Commission; defines the authority, powers, duties, and responsibilities assumed by the County's Commission for the conduct of municipal elections in the City; and, provides for reimbursement of all costs and expenses incurred by the County's Commission in the conduct of such municipal elections:

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

1. The City hereby and by the City Ordinance authorizing the execution and delivery of this Agreement, transfers all authority, powers, duties, and responsibilities for conducting municipal elections within the City from the City's Commission to the County's Commission.
2. The County hereby and by County Ordinance Number 2013-10 authorizing the execution and delivery of this Agreement, accepts the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the City, and all such authority, powers, duties, and responsibilities shall be transferred from the City's Commission to the County's Commission.
3. The County's Commission shall advertise municipal elections, prepare and distribute ballots and election materials, appoint managers of election for each polling place, and otherwise supervise and conduct all municipal elections within the City.
4. The County's Commission shall begin to count and continuously count the votes cast and make a statement of the whole number of the votes cast in such elections together with the number of votes cast for each candidate for mayor and councilperson, canvas the vote and publicly display the unofficial results immediately upon the closing of the polls at any municipal election in the City.
5. The County's Commission shall certify the results of the elections and transmit the certified results to the City Council or an appointed authority representing the City government as soon as practicable following the certification.
6. The County's Commission shall accept candidate filings and filing fees, including, but not limited to notices of candidacy, candidacy pledges, hear and decide protests and certify the results of municipal elections.
7. The County's Commission shall utilize an Automated Election System and computer counting with the count publicly conducted.

8. The County's Commission shall take such other action as may be necessary or appropriate to conduct municipal elections and certify the results.
9. The County's Commission shall provide invoices and/or other documentation to the City of all costs and expenses incurred in the conduct of City municipal elections, protests, certification of results, litigation or other related or similar costs which may be incurred, not specifically mentioned in this Agreement.
10. The City shall reimburse the County's Commission for all costs incurred in providing ballots, advertising elections, printing costs, postage, transportation costs, temporary help, programming charges, poll managers compensation and all other related expenses incurred in its conduct of municipal elections in the City.
11. In the event a protest is filed or litigation is commenced in connection with the conduct of municipal elections, the City shall pay all court costs, attorney fees, court reporter fees and costs, and other costs and expenses incurred in such protest or litigation.
12. Each party shall defend and pay all claims for damages to person and/or property, including court costs and attorney's fees, against it arising out of or in any way connected with the performance of this Agreement by the County, its agents and employees. Both Parties agree to immediately notify the other Party of any civil action arising out of the operation of this Agreement.
13. The City shall give its full and complete cooperation to the County, and provide any reasonable assistance which may be requested by the County related to the administration and enforcement of the terms and provisions of this Agreement.
14. If any provision of this Agreement shall be held to be invalid or unenforceable, by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect and such determination shall not affect the rest and remainder of this Agreement, all of which is hereby deemed separable. In the event such invalid or unenforceable provision is considered an essential element of this Agreement, the Parties shall promptly renegotiate an enforceable replacement provision.
15. This Agreement shall become effective upon the date of execution by the last Party to sign and receipt of pre-clearance and positive response to the transfer of authority, powers, duties, and responsibilities for conducting municipal elections from the United States Justice Department, and shall be for an indefinite term, unless terminated in accordance with the provisions of Paragraph sixteen (16) of this Agreement.
16. This Agreement may be terminated at any time by either of the Parties upon at least sixty (60) days written notice to the other of its intent to terminate or to withdraw its authorization for the Agreement. Such written notice may be given

by either Party, and shall be deemed to have been duly given, if either Party personally delivers or mails (as of the postmark date) its intent to terminate and withdraw its authorization for the Agreement to the respective addresses stated below:

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

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

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

17. This Agreement shall only be modified or amended with the mutual consent and approval of the Parties in writing.
18. This Agreement contains all matters considered by the Parties and shall constitute the complete and entire agreement between the Parties and no statement or representation not contained herein shall be valid.
19. All other Agreements, orders, resolutions, ordinances or parts of ordinances inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior City or County acts, actions, or decisions of the City or County or the City or County Council, in any regard, except as explicitly and specifically stated herein.
20. This Agreement shall be construed and enforced under the laws of the State of South Carolina.

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

Witnesses

OCONEE COUNTY, SOUTH CAROLINA

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

Witnesses

CITY OF WALHALLA, SOUTH CAROLINA

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

**CITY OF WALHALLA, SOUTH CAROLINA
ORDINANCE NUMBER 2013 - _____**

AN ORDINANCE AUTHORIZING THE TRANSFER OF AUTHORITY FOR MUNICIPAL ELECTIONS FOR THE CITY OF WALHALLA TO OCONEE COUNTY AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT OR EMBODYING DOCUMENT INCLUDING THE TERMS OF ANY AGREEMENT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Walhalla, South Carolina (the “City”), a municipal corporation and body politic and political subdivision duly organized and existing under the laws of the State of South Carolina (the “State”), acting by and through its governing body, the Walhalla City Council (the “City Council”), has previously adopted certain ordinances for the effective, efficient governance of the City; and,

WHEREAS, pursuant to the authority established in Article VIII, Section 13 of the State Constitution, and particularly the authority established in Section 6-1-20 of the Code of Laws of South Carolina, 1976, as amended (the “Code”), local governments, including counties, municipalities, and special service districts, may enter into intergovernmental agreements (the “Agreement”) with each other to provide joint public facilities and services when considered mutually desirable; and,

WHEREAS, Section 5-15-145 of the Code provides for the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections from a City’s Municipal Election Commission (the “City Commission”) to a County’s Voter Registration and Election Commission (the “County Commission”) upon the adoption of an appropriate ordinance by the governing body of the municipality transferring all authority, powers, duties, and responsibilities, and the adoption of an appropriate ordinance by the county governing body accepting the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections with both ordinances embodying terms of the Agreement related to such transfer; and,

WHEREAS, pursuant to the foregoing authorities the City desires to transfer all authority, powers, duties, and responsibilities for conducting municipal elections within the City to Oconee County (the “County”), and to that end the City has proposed this Ordinance to City Council to authorize the execution and implementation of an Agreement to transfer all authority, powers, duties, and responsibilities for conducting municipal elections in the City from the City’s Commission to the County’s Commission. A copy of the Agreement is attached hereto as **Exhibit A**, and is hereby incorporated by reference as fully as if set forth verbatim herein; and,

WHEREAS, pursuant to the foregoing authorities the County Council has found or will find that the County’s Commission is willing to assume the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the City upon the terms and conditions outlined in the attached Agreement, and have commenced proceedings for the adoption of Ordinance Number 2013-10 that accepts the transfer of all authority, powers, duties,

and responsibilities for conducting municipal elections from the City's Commission to the County's Commission; and,

WHEREAS, pursuant to the foregoing authorities, the City and the County, through authorization from their respective governing bodies, as required by the Code, desire to authorize the execution and delivery of an Agreement that: provides for the transfer of all authority for conducting municipal elections in the City from the City's Commissions to the County's Commission; defines the authority, powers, duties, and responsibilities assumed by the County's Commission for the conduct of municipal elections in the City; and, provides for reimbursement of all costs and expenses incurred by the County's Commission in the conduct of such municipal elections:

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

1. The statements of fact and policy from the preamble of this Ordinance are hereby adopted, as findings of fact, by the City Council, in their entirety, and are hereby adopted by reference, as part of the ordaining language of this Ordinance as fully as if set forth verbatim herein.
2. The attached form of the Agreement, attached hereto as **Exhibit A**, is hereby incorporated herein as fully as if set forth verbatim herein, in the form attached to this Ordinance and presented to the City Council meeting at which this Ordinance is to be approved, and is hereby adopted and approved, for execution by the City.
3. The Mayor, upon the advice and recommendation of the City Attorney, and the City, acting by and through the City Council, are hereby authorized to execute and deliver the attached Agreement, and to implement the Agreement, in the form approved hereby, or with such changes as do not materially adversely affect the City, upon the advice and recommendation of the City Attorney, all subject to the terms and provisions thereof.
4. The City Council, as the governing body of the City hereby transfers all authority powers, duties, and responsibilities to conduct municipal elections in the City, and through the execution and implementation of the attached Agreement all such authority powers, duties, and responsibilities shall be transferred from the City's Commission to the County's Commission, all subject to the terms of the attached Agreement.
5. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
6. All ordinances, orders, resolutions, and actions of the City Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the Agreement attached hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard

any prior City acts, actions, or decisions of the City or the City Council, in any regard, except as explicitly and specifically stated herein.

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

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Ordained in meeting, duly assembled, this ___ day of _____, 2013.

ATTEST:

Nancy Goehle, City Administrator

Danny Edwards, Mayor, City of Walhalla

First Reading: _____

Second Reading: _____

Public Hearing: _____

desire to enter into an Agreement that: provides for the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the City from the City's Commission to the County's Commission; defines the authority, powers, duties, and responsibilities assumed by the County's Commission for the conduct of municipal elections in the City; and, provides for reimbursement of all costs and expenses incurred by the County's Commission in the conduct of such municipal elections:

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

1. The City hereby and by the City Ordinance authorizing the execution and delivery of this Agreement, transfers all authority, powers, duties, and responsibilities for conducting municipal elections within the City from the City's Commission to the County's Commission.
2. The County hereby and by County Ordinance Number 2013-10 authorizing the execution and delivery of this Agreement, accepts the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the City, and all such authority, powers, duties, and responsibilities shall be transferred from the City's Commission to the County's Commission.
3. The County's Commission shall advertise municipal elections, prepare and distribute ballots and election materials, appoint managers of election for each polling place, and otherwise supervise and conduct all municipal elections within the City.
4. The County's Commission shall begin to count and continuously count the votes cast and make a statement of the whole number of the votes cast in such elections together with the number of votes cast for each candidate for mayor and councilperson, canvas the vote and publicly display the unofficial results immediately upon the closing of the polls at any municipal election in the City.
5. The County's Commission shall certify the results of the elections and transmit the certified results to the City Council or an appointed authority representing the City government as soon as practicable following the certification.
6. The County's Commission shall accept candidate filings and filing fees, including, but not limited to notices of candidacy, candidacy pledges, hear and decide protests and certify the results of municipal elections.
7. The County's Commission shall utilize an Automated Election System and computer counting with the count publicly conducted.

8. The County's Commission shall take such other action as may be necessary or appropriate to conduct municipal elections and certify the results.
9. The County's Commission shall provide invoices and/or other documentation to the City of all costs and expenses incurred in the conduct of City municipal elections, protests, certification of results, litigation or other related or similar costs which may be incurred, not specifically mentioned in this Agreement.
10. The City shall reimburse the County's Commission for all costs incurred in providing ballots, advertising elections, printing costs, postage, transportation costs, temporary help, programming charges, poll managers compensation and all other related expenses incurred in its conduct of municipal elections in the City.
11. In the event a protest is filed or litigation is commenced in connection with the conduct of municipal elections, the City shall pay all court costs, attorney fees, court reporter fees and costs, and other costs and expenses incurred in such protest or litigation.
12. Each party shall defend and pay all claims for damages to person and/or property, including court costs and attorney's fees, against it arising out of or in any way connected with the performance of this Agreement by the County, its agents and employees. Both Parties agree to immediately notify the other Party of any civil action arising out of the operation of this Agreement.
13. The City shall give its full and complete cooperation to the County, and provide any reasonable assistance which may be requested by the County related to the administration and enforcement of the terms and provisions of this Agreement.
14. If any provision of this Agreement shall be held to be invalid or unenforceable, by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect and such determination shall not affect the rest and remainder of this Agreement, all of which is hereby deemed separable. In the event such invalid or unenforceable provision is considered an essential element of this Agreement, the Parties shall promptly renegotiate an enforceable replacement provision.
15. This Agreement shall become effective upon the date of execution by the last Party to sign and receipt of pre-clearance and positive response to the transfer of authority, powers, duties, and responsibilities for conducting municipal elections from the United States Justice Department, and shall be for an indefinite term, unless terminated in accordance with the provisions of Paragraph sixteen (16) of this Agreement.
16. This Agreement may be terminated at any time by either of the Parties upon at least sixty (60) days written notice to the other of its intent to terminate or to withdraw its authorization for the Agreement. Such written notice may be given

by either Party, and shall be deemed to have been duly given, if either Party personally delivers or mails (as of the postmark date) its intent to terminate and withdraw its authorization for the Agreement to the respective addresses stated below:

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

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

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

17. This Agreement shall only be modified or amended with the mutual consent and approval of the Parties in writing.
18. This Agreement contains all matters considered by the Parties and shall constitute the complete and entire agreement between the Parties and no statement or representation not contained herein shall be valid.
19. All other Agreements, orders, resolutions, ordinances or parts of ordinances inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior City or County acts, actions, or decisions of the City or County or the City or County Council, in any regard, except as explicitly and specifically stated herein.
20. This Agreement shall be construed and enforced under the laws of the State of South Carolina.

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

Witnesses

OCONEE COUNTY, SOUTH CAROLINA

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

Witnesses

CITY OF WESTMINSTER, SOUTH CAROLINA

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

**CITY OF WESTMINSTER, SOUTH CAROLINA
ORDINANCE NUMBER 2013 - _____**

AN ORDINANCE AUTHORIZING THE TRANSFER OF AUTHORITY FOR MUNICIPAL ELECTIONS FOR THE CITY OF WESTMINSTER TO OCONEE COUNTY AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT OR EMBODYING DOCUMENT INCLUDING THE TERMS OF ANY AGREEMENT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Westminster, South Carolina (the “City”), a municipal corporation and body politic and political subdivision duly organized and existing under the laws of the State of South Carolina (the “State”), acting by and through its governing body, the Westminster City Council (the “City Council”), has previously adopted certain ordinances for the effective, efficient governance of the City; and,

WHEREAS, pursuant to the authority established in Article VIII, Section 13 of the State Constitution, and particularly the authority established in Section 6-1-20 of the Code of Laws of South Carolina, 1976, as amended (the “Code”), local governments, including counties, municipalities, and special service districts, may enter into intergovernmental agreements (the “Agreement”) with each other to provide joint public facilities and services when considered mutually desirable; and,

WHEREAS, Section 5-15-145 of the Code provides for the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections from a City’s Municipal Election Commission (the “City Commission”) to a County’s Voter Registration and Election Commission (the “County Commission”) upon the adoption of an appropriate ordinance by the governing body of the municipality transferring all authority, powers, duties, and responsibilities, and the adoption of an appropriate ordinance by the county governing body accepting the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections with both ordinances embodying terms of the Agreement related to such transfer; and,

WHEREAS, pursuant to the foregoing authorities the City desires to transfer all authority, powers, duties, and responsibilities for conducting municipal elections within the City to Oconee County (the “County”), and to that end the City has proposed this Ordinance to City Council to authorize the execution and implementation of an Agreement to transfer all authority, powers, duties, and responsibilities for conducting municipal elections in the City from the City’s Commission to the County’s Commission. A copy of the Agreement is attached hereto as **Exhibit A**, and is hereby incorporated by reference as fully as if set forth verbatim herein; and,

WHEREAS, pursuant to the foregoing authorities the County Council has found or will find that the County’s Commission is willing to assume the transfer of all authority, powers, duties, and responsibilities for conducting municipal elections in the City upon the terms and conditions outlined in the attached Agreement, and have commenced proceedings for the adoption of Ordinance Number 2013-10 that accepts the transfer of all authority, powers, duties,

and responsibilities for conducting municipal elections from the City's Commission to the County's Commission; and,

WHEREAS, pursuant to the foregoing authorities, the City and the County, through authorization from their respective governing bodies, as required by the Code, desire to authorize the execution and delivery of an Agreement that: provides for the transfer of all authority for conducting municipal elections in the City from the City's Commissions to the County's Commission; defines the authority, powers, duties, and responsibilities assumed by the County's Commission for the conduct of municipal elections in the City; and, provides for reimbursement of all costs and expenses incurred by the County's Commission in the conduct of such municipal elections:

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

1. The statements of fact and policy from the preamble of this Ordinance are hereby adopted, as findings of fact, by the City Council, in their entirety, and are hereby adopted by reference, as part of the ordaining language of this Ordinance as fully as if set forth verbatim herein.
2. The attached form of the Agreement, attached hereto as **Exhibit A**, is hereby incorporated herein as fully as if set forth verbatim herein, in the form attached to this Ordinance and presented to the City Council meeting at which this Ordinance is to be approved, and is hereby adopted and approved, for execution by the City.
3. The Mayor, upon the advice and recommendation of the City Attorney, and the City, acting by and through the City Council, are hereby authorized to execute and deliver the attached Agreement, and to implement the Agreement, in the form approved hereby, or with such changes as do not materially adversely affect the City, upon the advice and recommendation of the City Attorney, all subject to the terms and provisions thereof.
4. The City Council, as the governing body of the City hereby transfers all authority powers, duties, and responsibilities to conduct municipal elections in the City, and through the execution and implementation of the attached Agreement all such authority powers, duties, and responsibilities shall be transferred from the City's Commission to the County's Commission, all subject to the terms of the attached Agreement.
5. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
6. All ordinances, orders, resolutions, and actions of the City Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the Agreement attached hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard

any prior City acts, actions, or decisions of the City or the City Council, in any regard, except as explicitly and specifically stated herein.

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

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Ordained in meeting, duly assembled, this ___ day of _____, 2013.

ATTEST:

David Smith, City Administrator

Rick McCormick, Mayor, City of Westminster

First Reading: _____
Second Reading: _____
Public Hearing: _____

Direct Aid has been retitled to "Health and Human Services", which will allow it to be accounted for in the Health and Welfare Division of our accounting.

We have moved out all items not associated with Human Services.

The changes are listed below:

- Moved all Fire Contract payments to the Fire Department budget in the General Fund.
- Moved the OJRSA \$610,000 payment to the Economic Development Millage Fund.
- Moved OMC EMS payment to Emergency Management Department budget in the General Fund.
- Moved the MLBDC payment to the Economic Development Department budget in the General Fund.
- Moved the Ten at the Top payment to the County Council budget in the General Fund.
- Moved the Duke Sewer Line payment to the Economic Development Millage Fund.
- Moved the Coop Extension Service payment to the Soil and Water Department in the General Fund.
- Moved the Master & Equity payment to the Clerk of Court Department budget in the General Fund.

The changes will impact total Fund Budget amounts, thus requiring adjustments to the millage amounts for the General Fund and Economic Development Millage Fund. The changes are below.

	General Fund	Econ. Dev. Fund	Road Maint. Fund	Total
Original	58.9	1	0	59.9
3 Mill Add	59.8	1	2.1	62.9
After Moves	58.6	2.2	2.1	62.9
Change	-.3	+1.2	+2.1	3

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

Description	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Request	FY 2014 Admin Recom	FY 2014 Council Approved
Charity Medical							
Rosa Clark Medical Clinic	80,000	80,000	80,000	80,000	80,000	80,000	
Medically Indigent Assistance	163,455	162,547	162,547	160,626	160,625	160,626	
Helping Hands (Contract)	35,000	35,000	35,000	35,000	35,000	35,000	
Charity Medical Expenditure Total	278,455	277,547	277,547	275,626	275,625	275,626	-
Direct Aid							
CAT Bus System	80,000	80,000	80,000	80,000	80,000	80,000	
OC Board of Disabilities and Special Needs	75,000	75,000	75,000	75,000	100,000	100,000	
Anderson, Oconee, and Pickens Mental Health	80,000	80,000	80,000	80,000	80,000	80,000	
Senior Solutions	87,815	87,815	87,815	87,815	92,900	92,900	
Foothills Alliance	-	25,000	25,000	25,000	25,000	25,000	
Oconee County Red Cross	-	10,000	10,000	10,000	10,000	10,000	
Our Daily Bread	-	5,000	4,792	4,792	4,792	4,792	
Golden Corner Food Pantry	-	-	2,292	2,292	2,292	2,292	
Our Daily Rest	-	-	26,458	20,000	20,000	20,000	
Coop. Extension Service	8,750	8,750	8,750	8,750	-	-	
OMC-EMS Ambulance Service	150,000	150,000	150,000	450,000			
City of Seneca - Fire Contract	212,000	212,000	625,000	650,000			
City of Walhalla Fire	140,000	140,000	200,000	200,000			
City of Westminster Fire	101,112	101,112	228,000	280,000			
Town of Salem Fire	-	20,000	200,000	200,000			
Master in Equity	35,056	35,056	36,056	36,056	-	-	
Lakeview Rest Home Building Maintenance	-	7,423	-	-		-	
Golden Harvest Food	1,000	1,000	2,500	-	-	-	
SDOC (National Forestry Funds)	63,000	63,000	95,000	-	-	-	
OJRSA Annual Payment	810,000	610,000	610,000	810,000	-	-	
Duke Sewer System Agreement	100,000	100,000	100,000	100,000	-	-	
Clemson Extension (National Forestry Funds Title III)	29,814	26,689	7,988	-		-	
Pilot Club of Walhalla	-	-	750	-	-	-	
Create Oconee	-	-	11,458	-	-	-	
Fair-Oak Youth Center	-	-	-	-	-	-	
Mountain Lakes Business Development Corporation	-	-	-	39,000	-	-	
Ten at the Top (TATT)	-	-	-	5,000	-	-	
Welvieta	-	-	-	-	-	-	
EDIS Partnership via Appalachian Council of Governments	-	-	-	-	-	-	
Direct Aid Expenditure Total	1,734,347	1,798,845	2,616,859	3,003,705	374,984	374,984	-
Department Total	2,012,812	2,076,392	2,894,406	3,279,331	650,610	650,610	-

Cost to Serve Analysis

Percentage of Budget	1.57%
Departmental Total Cost	650,610
Departmental Direct Revenue	-
Other Revenue	351,282
Cost in Tax Dollars	299,328
Estimated Millage	0.50

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

AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2013 AND ENDING JUNE 30, 2014.

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

SECTION 1

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

General Fund	\$ 41,534,785
Special Revenue Funds:	
Victim Services - Sheriff's Office	\$ 110,983
Victim Services - Solicitor's Office	\$ 60,432
911 Fund	\$ 898,000
Enterprise Fund	\$ 2,793,510
Road Maintenance Fund	\$ 1,050,000
Debt Service Fund	<u>\$ 3,462,321</u>
 TOTAL	 \$ 49,910,031

SECTION 2

A tax of sufficient millage to fund the aforesated appropriations for the Oconee County Budget for the fiscal year beginning July 1, 2013 and ending June 30, 2014, after crediting against such appropriations all other unrestricted revenue anticipated to accrue to Oconee County and any fund balance budgeted to be used during said fiscal year, 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, 2013 and ending June 30, 2014. The Auditor and Treasurer of Oconee County are hereby directed to fund such bond repayment sinking fund(s) as are necessary to provide for an orderly and timely payment of the debt service of Oconee County and to satisfy any debt covenants.

SECTION 3

A tax of 2.1 mills to provide funding for the Tri-County Technical College Special Revenue Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The revenue from this levy is hereby appropriated, for expenditures in an amount not to exceed \$1,041,785, for 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, 2013 and ending June

30, 2014. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Tri-County Technical College Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

Oconee County receives certain recurring revenues that are restricted for certain purposes. These revenues are accounted for in various special revenue funds including the Victim Services-Sheriff's Office Fund, Victim Services-Solicitor's Office Fund, and 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 9

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

SECTION 10

Capital projects 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, 2013, except for those specifically carried forward by this ordinance shall lapse and expire and the monies involved shall revert to the fund balance of the fund from which the appropriation originated.

SECTION 12

The County Administrator, as required by state law, shall oversee and supervise the day-to-day implementation of this budget ordinance, including the execution and delivery, on behalf of the County, of all contractual documents necessary or required for the expenditure of funds authorized by this budget ordinance, for the purposes for which such funds are so authorized. Subject to the procurement policies of the County, the County Administrator is hereby authorized to 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 [ATTACHMENT A]. 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

The County began contributing to retiree health benefits (the "Retiree Health Benefit Plan" or "Plan") on behalf of employees and county retirees on January 1, 1985 [ATTACHMENT B]. Several amendments to the County's Plan guidelines have occurred since that time; however nothing in these Plan amendments permits or affords grandfathering eligibility for any individual other than those outlined explicitly in the guidelines, by reference, as fully as if set forth verbatim herein, and adopted as part of this Ordinance and the rates are hereby approved to be charged and administered according to the Retiree Health Plan Guidelines. The county administrator is the authorized to administer this plan in accordance with these guidelines and to establish health reimbursement accounts for eligible retirees for contributory purposes on or before January 1, 2014. **DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN MAY BE DEEMED NON-SUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH BENEFIT GUIDELINES ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) IS "AT WILL" AND THAT NO OCONEE COUNTY EMPLOYEE (EXCEPT FOR THE COUNTY ADMINISTRATOR) HAS AN EMPLOYMENT AGREEMENT OR CONTRACT, AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING WITHOUT LIMITATION, THOSE DESCRIBED IN THE PLAN IS ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.**

SECTION 15

There is a need for the County to finance the acquisition of certain equipment for the use of the County by means of one or more lease purchase transactions. In order to accomplish such acquisition, the Chairman of County Council and the County Administrator are hereby empowered, on behalf of the County, to enter into one or more Lease Purchase Agreements with banks or other financial institutions in an aggregate amount not exceeding \$2,005,150. The Lease Purchase Agreements may be entered into during the fiscal year beginning July 1, 2013 and ending June 30, 2014 pursuant to a Resolution or Resolutions duly adopted by County Council.

SECTION 16

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 17

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 18

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

SECTION 19

The budget provisos are hereby incorporated herein, by reference, as fully as if set forth verbatim herein, and adopted as part of this Ordinance.

SECTION 20

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

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

OCONEE COUNTY, SOUTH CAROLINA

Joel Thrift, Chairman
Oconee County Council

ATTEST

Elizabeth G. Hulse
Clerk to County Council

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
BUDGET PROVISOS FOR FISCAL YEAR 2013-2014
ORDINANCE 2013-01**

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

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 8

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

Section 9

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

Section 10

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

Section 11

Funding for the temporary Assistant Solicitor and Paralegal positions in the Solicitor's office first funded in the 2010-2011 budget is funded for an additional year and is intended to provide representation for Oconee County in the magistrate courts of Oconee County. These are temporary positions, only. In order for these positions to be considered in future budget years, the Solicitor's office must provide the Administrator with quarterly reports indicating the number of new cases referred each quarter, the number of court appearances each quarter and a certification from the Solicitor that these positions were only used for representation in magistrate court on Oconee County cases during the quarter. These reports are due 15 days after the end of the quarter. Oconee County Council is not obligated to fund these positions at such future time, however, all other factors notwithstanding. These positions are never to be considered permanent positions unless and until Oconee County Council so designates them, so that these positions are exempt from any provision of federal, state, or local law restricting the ability of Oconee County Council to decrease funding for the Office of the Tenth Circuit Solicitor. In other words, these positions are not a part of the permanent funding of the Office of the Tenth Circuit Solicitor for Oconee County.

Section 12

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

profit, eleemosynary entities provide to Oconee County and the public of Oconee County – services of public use and public benefit which would otherwise have to be provided by some unit of local government.

Section 13

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

Section 14

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

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

Section 15

County Council adopts the employee benefit plan and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments.

Section 16

County Council adopts the retiree health benefit plan as modified and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments [included herein].

Section 17

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

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

ATTACHMENT A

Oconee County, South Carolina
Fees Schedule
2013-2014 Budget

Description	Rate	FY 2013 Fees	FY 2014 Fees
General County Fees			
(Applicable to all departments, unless otherwise noted within the Departmental Fees below.)			
Copies			
8.5 X 11	Per Page	\$0.25	\$0.25
8.5 X 14	Per Page	\$0.50	\$0.50
11 X 17	Per Page	\$0.50	\$0.50
County Road Maps			
County Road Map (Less Than 50)	Per Map	\$2.00	\$2.00
County Road Map Bulk (50 or More)	Per Map	\$1.50	\$1.50
Departmental Fees			
Animal Control			
Dog Adoption Fee	Per Dog	\$75.00	\$75.00
Cat Adoption Fee	Per Cat	\$85.00	\$85.00
Horse Adoption Fee	Per Horse	\$100 - \$200	\$100 - \$200
Quarantine Fee		\$80.00	\$80.00
Owner Pick-Up Fee - Cat or Dog		\$10.00	\$10.00
Boarding Fee - Cat or Dog	Per Day	\$5.00	\$5.00
Owner Pick-Up Fee - Large Animal		\$20.00	\$20.00
Boarding Fee - Large Animal	Per Day	\$10.00	\$10.00
Airport			
T-Hanger Rental Rates	Per Month	\$145.00	\$145.00
1998 T-Hangers A, B, and Box D (27)	Per Month	\$225.00	\$225.00
New T-Hangers E (8)	Per Month	\$ -	\$250.00
Aircraft Tie-Down Rate	Per Month	\$30.00	\$30.00
Long-Term Parking Fee	Per Month, Per Vehicle	\$10.00	\$10.00
After Hour Callout Fee		\$80.00	\$80.00
Ramp Fee - Transient Business Planes Over 15,000 Pounds		\$50.00	\$50.00
Airport customers with an Oconee Airport based corporate aircraft who purchase 150 or more gallons of Jet A fuel at one time will receive a \$0.10 per gallon discount off the County Airport's normal retail price for the Jet A Fuel.		\$ -	\$0.10 reduction for 150 gallons or more (only corporate aircraft based at Oconee's Airport)
Airport customers who purchase 200 gallons or more of Jet A Fuel at one time will receive a \$0.10 per gallon discount off the County Airport's normal retail price for the Jet A Fuel.		\$ -	\$0.10 reduction for 200 gallons or more
Auditor			
Temporary Tags		\$5.00	\$5.00
Building Codes			
(See Section 12 of Provisions 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 + \$4.00 for each additional \$1,000 or fraction thereof	\$50.00 + \$4.00 for each additional \$1,000 or fraction thereof
Farm Exempt Structures		\$50.00	\$50.00
Manufactured Homes			
Set-Up Permit (Includes County Decal)		\$100.00	\$100.00
Decal Only		\$20.00	\$20.00
Manufactured Home De-Tile Fee			\$40.00
Inspections			
Manufactured Home Moving Permit		\$20.00	\$20.00
Moving Permits (Structures Other Than Manufactured Homes)		\$50.00	\$50.00
Demolition Inspection Fee		\$50.00	\$50.00
Swimming Pool Inspections			
Commercial Pools		\$500.00	\$500.00
Single Family Residence Pools		\$100.00	\$100.00
Sign Fees			
Less Than 75 Square Feet		no fee	no fee
75 Square Feet to 200 Square Feet		\$100.00	\$100.00

Oconee County, South Carolina
Fees Schedule
2013-2014 Budget

Description	Rate	FY 2013 Fees	FY 2014 Fees
Greater Than 200 Square Feet		\$300.00	\$300.00
Penalties			
<i>(Where work for which a permit is required by this Ordinance is started prior to obtaining said permit, the applicable fee shall be doubled.)</i>			
Re-inspection Fee - Shall be charged if an inspection is scheduled and the work is not ready when the inspector arrives.		\$50.00	\$50.00
Stop Work Order Fee - Shall be charged if the inspector issues a stop work order.		\$50.00	\$50.00
Commercial Plan Review Fee		1/2 of building permit fee	1/2 of building permit fee
County Council			
Audio CD/Cassette	Per Event	\$5.00	\$5.00
Delinquent Tax Collector			
Administrative Fee		\$10.00	\$10.00
GIS			
Custom Production - Billed in 1/2 Hour increments	Per Hour	\$30.00	\$30.00
Roads Directory - Microsoft Access Database CD	Per CD	\$20.00	\$20.00
Custom Scan and Prints	Per Hour	\$30.00	\$30.00
GIS A - 8.5 X 11		\$3.00	\$3.00
GIS B - 8.5 X 14		\$5.00	\$5.00
GIS C - 18 X 24		\$6.00	\$6.00
GIS D - 24 X 36		\$7.00	\$7.00
GIS E - 36 X 48		\$8.00	\$8.00
Tax Map Grid with Roads		\$3.00	\$3.00
Voting Precincts and Council Districts		\$3.00	\$3.00
Library			
Overdue Fines			
Books, Magazines, or Music CD's - Up to a Maximum of \$2.00 Per Book, Magazine, or Music CD	Per Day	\$0.10	\$0.10
Videos and DVD's - Up to a Maximum of \$6.00 Per Item	Per Day	\$1.00	\$1.00
Items Borrowed Through Inter-Library Loan	Per Day, Per Item	\$0.50	\$0.50
Miscellaneous			
Lost Material's - Books, CD's, Videos, etc.		original price of item	original price of item
South Carolina Room Research (By Mail or E-Mail)		\$5.00 + price of photocopies	\$6.00 + price of photocopies
Lost Library Cards		\$2.00	\$2.00
Black and White Prints		\$0.25	\$0.25
Color Prints		\$0.50	\$0.50
Out of County Card	Annually *	\$50.00	\$50.00
* Not charged to patrons from Anderson and Pickens Counties who are in good standing with their libraries, or individuals who work or own property			
Map Room			
Custom Scan and Prints			
GIS A - 8.5 X 11		\$3.00	\$3.00
GIS B - 11 X 17		\$5.00	\$5.00
GIS C - 18 X 24		\$6.00	\$6.00
GIS D - 24 X 36		\$7.00	\$7.00
GIS E - 36 X 48		\$8.00	\$8.00
Layout, Chickasaw Point		\$3.00	\$3.00
Layout, Foxwood Hills		\$3.00	\$3.00
Tax Map Grid with Roads		\$3.00	\$3.00
Voting Precincts and Council Districts		\$3.00	\$3.00
Parks, Recreation and Tourism			
Admission Fees (All Parks)			
Daily Parking	Per Vehicle	\$2.00	\$2.00
Daily Parking	Per Boat and Trailer	\$5.00	\$5.00
Annual Pass - Calendar Year (Oconee County Residents)		\$25.00	\$25.00
Annual Pass - Calendar Year - Discounted for Senior Citizen (62+ Years Old), Legally Disabled, and Veterans		\$15.00	\$15.00

**Oconee County, South Carolina
Fees Schedule
2013-2014 Budget**

Description	Rate	FY 2013 Fees	FY 2014 Fees
Annual Pass - Calendar Year - Out of County, South Carolina Residents		\$50.00	\$50.00
Annual Pass - Calendar Year - Discounted for Senior Citizen (62+ Years Old), Legally Disabled, and Veterans		\$40.00	\$40.00
Camping (All Parks)			
Oconee County Resident	Per Night	\$15.00	\$15.00
Non-Resident	Per Night	\$20.00	\$20.00
Waterfront Site - Oconee County Resident	Per Night	\$20.00	\$20.00
Waterfront Site - Non-Resident	Per Night	\$25.00	\$25.00
Winter Camping Rate (November 1 - February 28)	Per Night	\$12.00	\$12.00
<i>All campers must have current license plates. No site may be occupied for more than thirty (30) days.</i>			
Building Reservations (All Parks)			
<i>A security deposit is required, but refundable if facility and area left clean.</i>			
Recreation Building - 1 to 100 People	1/2 Day	\$50.00	\$50.00
Recreation Building - 101 to 150 People	1/2 Day	\$100.00	\$100.00
Recreation Building - 151 to 200 People	1/2 Day	\$175.00	\$175.00
Recreation Building - 201 to 300 People	1/2 Day	\$275.00	\$275.00
Recreation Building - 301 or More People	1/2 Day	\$450.00	\$450.00
Picnic Shelters			
Chau Ram Park			
Pic Shelter #1 - Maximum Number of 36 People	1/2 Day	\$30.00	\$30.00
Shelter #2 - Maximum Number of 36 People	1/2 Day	\$30.00	\$30.00
Shelter #3 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Gazebo #1 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Gazebo #2 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
South Cove Park			
Pavilion	1/2 Day	\$50.00	\$50.00
High Falls Park			
Shelters - 1 to 50 People	1/2 Day	\$30.00	\$30.00
Shelters - 51 to 75 People	1/2 Day	\$40.00	\$40.00
Shelters - 76 to 100 People	1/2 Day	\$60.00	\$60.00
Shelters - 101 to 150 People	1/2 Day	\$80.00	\$80.00
Weddings and Rehearsals			
Weddings	1/2 Day	\$250.00	\$250.00
Weddings	Full Day	\$500.00	\$500.00
Rehearsal Dinners and Receptions (For Off-Site Weddings)			
Less Than 100 People	1/2 Day	\$100.00	\$100.00
Less Than 100 People	Full Day	\$200.00	\$200.00
101 or More People		see recreation building rates	see recreation building rates
Miscellaneous			
Tennis	Per Hour to Reserve	\$5.00	\$5.00
Miniature Golf	Per Game	\$3.00	\$3.00
Softball Field	Per Hour to Reserve	\$5.00	\$5.00
Volleyball	Per Hour to Reserve	\$5.00	\$5.00
Planning			
Subdivision Review - Minor Subdivision, Less Than 4 Units		\$50.00	\$50.00
Subdivision Review - Minor Subdivision 4 to 10 Units		\$50 + \$10 per unit	\$50 + \$10 per unit
Subdivision Review - Major Subdivision		\$100 + \$10 per unit	\$100 + \$10 per unit
Subdivision Variance - Individual Parcel/Unit		\$50 + cost of required advertising	\$50 + cost of required advertising
Variances and Special Exception Fees for All Developments of 2 or More Parcels/Units		\$100 + cost of required advertising	\$100 + cost of required advertising
Communication Towers - New Build and Collocate		\$1,000.00	\$1,000.00
Group Homes		\$50.00	\$50.00
Sexually Oriented Business	Annual Fee	\$1,000.00	\$1,000.00
Sexually Oriented Business Employee	Per Employee	\$25.00	\$25.00
Sign Permit - Billboard		\$100.00	\$100.00
Tattoo Facilities		\$1,000.00	\$1,000.00
All Other Non-Zoning Variances		\$50 + cost of required advertising	\$50 + cost of required advertising
All Other Non-Zoning Special Exceptions		\$50+ cost of required advertising	\$50+ cost of required advertising

Oconee County, South Carolina
 Fees Schedule
 2013-2014 Budget

Description	Rate	FY 2013 Fees	FY 2014 Fees
NEW FEE - All Other Appeals to Planning Commission or Board of Zoning Appeals		N/A	\$50 + cost of required advertising
Pre-Bound Document - Less Than 50 Pages		\$5.00	\$5.00
Pre-Bound Document - Greater Than 50 Pages	Per Page	\$5.00 + \$0.10 per page	\$5.00 + \$0.10 per page
Documents on CD		\$1.00	\$1.00
Maps - 8.5 X 11	Each	\$3.00	\$3.00
Maps - 18 X 24	Each	\$5.00	\$5.00
Maps - 24 X 36	Each	\$7.00	\$7.00
Maps - 36 X 48	Each	\$8.00	\$8.00
Custom Mapping - Planning and Zoning Projects Only	Per Hour	\$30.00	\$30.00
Probate			
Estate and Conservatorship Fees			
<i>In estate and conservatorship proceedings, the fee shall be based upon the gross value of the decedent's probate estate or the protected person's estate as shown on the inventory and appraisement as follows:</i>			
(1) Property Valuation Less Than \$5,000		\$25.00	\$25.00
(2) Property Valuation of \$5,000.00 But Less Than \$20,000		\$45.00	\$45.00
(3) Property Valuation of \$20,000.00 But Less Than \$80,000		\$67.50	\$67.50
(4) Property Valuation of \$80,000.00 But Less Than \$100,000		\$95.00	\$95.00
(5) Property Valuation of \$100,000.00 But Less Than \$600,000		\$95.00 + 0.15 of one percent of the property valuation between \$100,000 and \$600,000	\$95.00 + 0.15 of one percent of the property valuation between \$100,000 and \$600,000
(6) Property Valuation of \$600,000.00 or Higher Amount		Set forth in item (5) above + 0.25 of one percent of the property valuation above \$600,000	Set forth in item (5) above + 0.25 of one percent of the property valuation above \$600,000
Filing Affidavit for Collection of Personal Property Under Section 62-3-1201, the Fee Pursuant to Items (1) Through (6) Above Based Upon Property Valuation Shown		See items (1) through (6) above	See items (1) through (6) above
Filing Affidavit for Collection of Personal Property Where the Property Valuation is Less Than \$100,000		\$12.50	\$12.50
Filing Initial Petition in Any Action or Proceeding Other Than Items (1) Through (5) Above, Same Fee as Charged for Filing Civil Actions in Circuit Court		\$150.00	\$150.00
Issuing Certified Copy		\$5.00 + \$0.25 per page copy fee	\$5.00 + \$0.25 per page copy fee
Issuing Exemplified/Authenticated Copy		\$20.00	\$20.00
Filing Demands for Notice		\$5.00	\$5.00
Filing Conservatorship Accountings		\$10.00	\$10.00
Filing Conservatorship Orders		\$5.00	\$5.00
Recording Authenticated or Certified Record		\$20.00	\$20.00
Reopening Closed Estates		\$22.50	\$22.50
Appointment of Special, Temporary or Successor Personal Representative		\$22.50	\$22.50
Filing and Indexing Will Under Section 62-2-901		\$10.00	\$10.00
Certifying Appeal Record		\$10.00	\$10.00
Marriage Fees			
Marriage License - Domestic Violence Fund Fee/Each Marriage Application (State)		\$20.00	\$20.00
Marriage Ceremony Fee - Instate Resident		\$5.00	\$10.00
Marriage Ceremony Fee - Out-of-State Resident		\$5.00	\$15.00
Marriage License Fee - Instate Resident		\$5.00	\$30.00
Marriage License Fee - Out-of-State Resident		\$5.00	\$45.00
Certified Copy of Marriage License		\$5.00	\$5.00
Filing Marriage License Affidavit		\$1.00	\$1.00
Reforming or Correcting Marriage Record		\$6.75	\$6.75
Issuing Duplicate Marriage License		\$6.75	\$6.75
Newspaper Advertisement Fees			
Keowee Courier/Westminster News		\$20.00	\$25.00
Daily Journal		\$45.00	\$75.00

Oconee County, South Carolina
 Fees Schedule
 2013-2014 Budget

Description	Rate	FY 2013 Fees	FY 2014 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
Dead Stamps		\$3.70 per \$1,000 rounded up to next \$500	\$3.70 per \$1,000 rounded up to next \$500
Instrument Which Assigns, Transfers, or Releases Real Estate Mortgage		\$8.00 for first page \$1.00 for each additional	\$6.00 for first page \$1.00 for each additional
Affidavit of Missing Assignment		\$10.00	\$10.00
Lease, Contract of Sale, or Trust Indenture		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Satisfaction of Real Estate Mortgage		\$5.00	\$5.00
Plat Larger Than 8.5 X 14		\$10.00	\$10.00
Plat of "Legal Size" Dimensions or Smaller		\$5.00	\$5.00
Plats Larger Than 17 X 24		\$20.00	\$20.00
Any Other Paper Affecting Title or Possession of Real Estate or Personal Property and Required by Law To Be Recorded, Except Judicial Records		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Power of Attorney, Trustee Qualification, or Other Appointment		\$15.00 more than 4 pages \$1.00 per additional	\$15.00 more than 4 pages \$1.00 per additional
Mechanics Liens		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Cancellation of Mechanics Lien		\$5.00	\$5.00
Uniform Commercial Code (UCC) Financing Statement Filing - UCC1 or UCC3		\$8.00; more than 2 pages \$10.00; more than two debtors \$10.00; each additional debtor more than two \$2.00; continuations \$8.00; amendments \$8.00; assignments \$8.00; partial release \$8.00	\$8.00; more than 2 pages \$10.00; more than two debtors \$10.00; each additional debtor more than two \$2.00; continuations \$8.00; amendments \$8.00; assignments \$8.00; partial release \$8.00
Public Finance Transaction and Manufactured Home Transactions		\$20.00	\$20.00
Copies Mailed \$1.00 to Certify		\$5.00 for 4 pages then \$.25 per additional page	\$5.00 for 4 pages then \$.25 per additional page
Copies - 8.5 X 11	Per Page	\$0.25	\$0.25
Copies - 8.5 X 14	Per Page	\$0.25	\$0.25
Copies - 11 X 17	Per Page	\$0.50	\$0.50
Roads and Bridges			
Sign Fee - Municipalities		materials cost	materials cost
Sign Fee - Other		2.5 times the materials cost	2.5 times the materials cost
Encroachment Fee - Residential/Commercial		\$60.00	\$60.00
Encroachment Fee - Pavement Cut Fee (Contractor Only)		\$250.00 + \$10.00 per sq. ft.	\$250.00 + \$10.00 per sq. ft.
Encroachment Fee - Permit Extension		\$10.00	\$10.00
Encroachment Fee - Re-Inspection		\$60.00	\$60.00
Encroachment Fee - Longitudinal Work in ROW		\$60.00 + \$0.10 per linear ft.	\$60.00 + \$0.10 per linear ft.
Encroachment Fee - Annual Blanket Permit		\$1,000.00	\$1,000.00
Road Inspection Fee		\$1.50 per foot minimum \$800	\$1.50 per foot minimum \$600
Storm Water Fees		2.5 times the materials cost	2.5 times the materials cost

Oconee County, South Carolina
 Fees Schedule
 2013-2014 Budget

Description	Rate	FY 2013 Fees	FY 2014 Fees
Rock Quarry			
#1 Crusher Run	Per Ton	\$7.75	\$7.75
#2 Crusher Run Sap Rock	Per Ton	\$8.00	\$8.00
#3 Oversize	Per Ton	\$10.00	\$10.00
#4 Screenings	Per Ton	\$3.00	\$3.00
#5 1" 57	Per Ton	\$9.75	\$9.75
#6 Pea Gravel 789	Per Ton	\$9.25	\$9.25
#7 Class A Rip Rap	Per Ton	\$11.50	\$11.50
#8 Class B Rip Rap	Per Ton	\$11.75	\$11.75
#9 Asphalt Sand	Per Ton	\$7.00	\$7.00
#10 County Rock	Per Ton	\$7.75	\$7.75
#11 3/4" 6M	Per Ton	\$9.75	\$9.75
#13 Class E Rip Rap	Per Ton	\$17.00	\$17.00
#14 Flat Boulders	Per Ton	\$20.00	\$20.00
#15 Class C Rip Rap	Per Ton	\$12.00	\$12.00
#16 Class D Rip Rap	Per Ton	\$12.25	\$12.25
Sheriff			
Civil Fees			
Mechanics Liens	Each	\$10.00	\$10.00
Subpoenas	Each	\$10.00	\$10.00
Foreclosures	Each	\$25.00	\$25.00
Judgments	Each	\$25.00	\$25.00
Writs	Each	\$25.00	\$25.00
Affidavit of Non-Service	Each	\$5.00	\$5.00
Other	Each	\$15.00	\$15.00
Miscellaneous			
Incident Reports	Each	\$2.00	\$2.00
Record Check	Each	\$5.00	\$5.00
Executions	Each	\$25.00	\$25.00
Solid Waste			
MSW Transfer Station Tipping Fee	Per Ton	\$45.00	\$45.00
C and D Landfill Tipping Fee (Rate was last set in 1990.)	Per Ton	\$30.00	\$30.00
Match	Per Scoop	\$10.60	\$10.60
Solicitor			
Worthless Check Fee		\$50 for checks up to \$500; \$100 dollars for checks \$500 to \$1000 and \$150 for checks \$1000 or greater	\$50 for checks up to \$500; \$100 dollars for checks \$500 to \$1000 and \$150 for checks \$1000 or greater
Treasurer			
Decal Fee	Each	\$1.00	\$1.00
Bad Check Fee	Each	\$30.00	\$30.00
Replacement Check Fee	Each	\$30.00	\$30.00
Zoning			
Non-CFD Rezoning Application Fee	Per Parcel	\$25.00	\$25.00
Appeals, Variances, and Special Exception Application Fee		\$50.00	\$50.00

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

ATTACHMENT B

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2013-09**

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

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

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

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

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

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

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

WHEREAS, the changes contained herein will become part of the provisos to the annual Oconee County Budget Ordinance, and will become effective on January 1, 2014; and

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

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

1. The preamble of this resolution is hereby adopted in its entirety, as findings of fact of Oconee County Council.
2. The Oconee County Council hereby approves and adopts the Oconee County Retiree Health Benefit Plan guidelines set forth in Attachment A, hereto, which is hereby incorporated by reference as fully as if set forth verbatim herein.
3. The Oconee County Retiree Health Benefit Plan, including all revisions thereto, up to and including those contained herein and in Attachment A will be set forth, in their entirety, in the provisos of the Oconee County Budget Ordinance and attachments thereto.

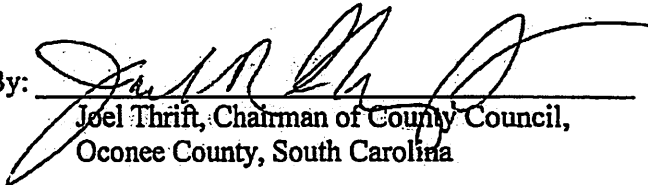
4. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.

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

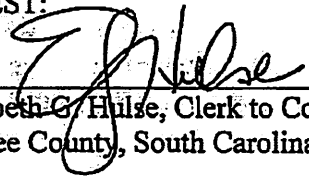
6 This Resolution shall take effect and be in full force and effect after enactment by Oconee County Council.

APPROVED AND ADOPTED this 7th day of May, 2013.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

**ATTACHMENT A
TO RESOLUTION R2013-09
MODIFICATIONS TO RETIREE HEALTH BENEFIT PLAN (THE "PLAN")
EFFECTIVE JANUARY 1, 2014**

1. **Current Oconee County paid health benefit coverage for retirees under the Oconee County Employee Health Plan shall cease when the covered retiree or spouse, respectively, becomes Medicare eligible. This change becomes effective January 1, 2014, at which time the County will begin to contribute \$150 (\$300 monthly, if married and the spouse is covered, as described herein) on the first banking day of each month into a Health Reimbursement Account for the retiree to purchase a Medicare supplemental insurance plan, or to use for payment of out-of-pocket qualifying medical expenses. This monthly subsidy will increase annually by the lower of CPI-U (Consumer Price Index All Urban Consumers) on a September over September comparison basis, or 3% per year. This change applies to current retirees and Grandfathered Employees (as defined below) only.**

2. **Grandfathered Employees are defined as current employees of Oconee County who will have over twenty (20) consecutive years of Oconee County service as of December 31, 2013. Grandfathered Employees who retire prior to age 62 will be eligible for the monthly indexed subsidy described in paragraph 4, below, to be adjusted by the lessor of 3 % or the Consolidated Omnibus Budget Reconciliation Act (COBRA) rate increase up to age 65. Spouses are eligible for same level of subsidy as the Grandfathered Employee provided the spouse is on the employee's plan at the time of retirement and all applicable retiree health benefit plan contributions are paid on a timely basis.**

3. **Upon retirement, Grandfathered Employees will be eligible for the same retiree health benefits as described in this plan under items 1 and 2 as of January 1, 2014.**

4. **Non – Medicare Retirees over the age of 62:**
 - a. **County's explicit subsidy will partially offset the average cost of single-person coverage.**
 - b. **County's explicit subsidy will equal \$550/month in 2014, and will increase by the lessor of 3.0% or the COBRA rate increase each year.**
 - c. **Change applies to current and future retirees effective 1/1/2014.**

5. **Non-grandfathered employees are defined as current employees hired on or after July 1, 2010, who complete 20 years of consecutive service for Oconee County.**
 - a. **Non-grandfathered employees will not be eligible for the spousal subsidy described herein upon retirement.**
 - b. **Non-grandfathered employees who retire prior to age 62 will be eligible for a \$300 per month indexed subsidy up to age 62. This monthly subsidy will increase annually by the lower of CPI – U (Consumer Price Index All Urban Consumers) on a September over September comparison basis or 3% per year.**

- c. Non-grandfathered employees who retire and have attained the age of 62 will be eligible for a \$550 per month indexed subsidy to be adjusted by the lesser of 3% or the COBRA rate increase, up to age 65.
- d. County paid health insurance coverage ceases for non-grandfathered retirees when the retiree becomes Medicare eligible.

6. Prior to attaining age 65 or becoming Medicare eligible, any retiree who has 20 consecutive years of Oconee County service and declined coverage may re-enroll in the Plan at any time in the future at an open enrollment period provided they maintained continuous coverage with a break in coverage no longer than 63 days at any given time under another health benefit plan or health insurance plan. Once entering the Plan, the rules and regulations described herein will apply to such retiree.

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

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

Oconee County offers certain limited retiree health insurance benefits to those retirees with a hire date prior to July 1, 2010 ("7-1-2010"), and who have twenty (20) or more years of continuous service with Oconee County as of December 1, 2013 (the "Grandfathered" employees), who meet the criteria specified below. This Plan as presented is subject to change and the County's ability to fund this benefit can be impacted by fiscal challenges and legislative changes. DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN AS DESCRIBED HEREIN MAY BE DEEMED NON-SUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH INSURANCE GUIDELINES DESCRIBED HEREIN OR OTHERWISE ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY

ADMINISTRATOR) IS "AT WILL" AND THAT NO OCONEE COUNTY EMPLOYEE (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) HAS AN EMPLOYMENT AGREEMENT OR CONTRACT, AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING, WITHOUT LIMITATION, THOSE DESCRIBED IN THE PLAN IS ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PLAN SUSTAINABILITY

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

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

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

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

AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2013 AND ENDING JUNE 30, 2014.

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

SECTION 1

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

General Fund	\$ 42,239,171
Special Revenue Funds:	
Victim Services - Sheriff's Office	\$ 110,983
Victim Services - Solicitor's Office	\$ 60,432
911 Fund	\$ 898,000
Enterprise Fund	\$ 2,793,510
Road Maintenance Fund	\$ 1,050,000
Debt Service Fund	<u>\$ 3,462,321</u>
 TOTAL	 \$ 50,614,417

SECTION 2

A tax of sufficient millage to fund the aforesated appropriations for the Oconee County Budget for the fiscal year beginning July 1, 2013 and ending June 30, 2014, after crediting against such appropriations all other unrestricted revenue anticipated to accrue to Oconee County and any fund balance budgeted to be used during said fiscal year, 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, 2013 and ending June 30, 2014. The Auditor and Treasurer of Oconee County are hereby directed to fund such bond repayment sinking fund(s) as are necessary to provide for an orderly and timely payment of the debt service of Oconee County and to satisfy any debt covenants.

SECTION 3

A tax of 2.1 mills to provide funding for the Tri-County Technical College Special Revenue Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The revenue from this levy is hereby appropriated, for expenditures in an amount not to exceed \$1,041,785, for 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, 2013 and ending June

30, 2014. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Tri-County Technical College Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 4

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

SECTION 5

A tax of 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 is hereby appropriated, for expenditures in an amount not exceed 1,050,000, for the Bridge and Culvert Capital Project Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the 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, 2013 and ending June 30, 2014. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Bridge and Culvert Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 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 combined revenue from this levy, other anticipated restricted revenues, transfers, and a portion of fund balance as authorized by County Council is hereby appropriated not to exceed \$9,400,000, for the Economic Development Capital Projects Fund for projects approved by County Council. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Economic Development Capital Project Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Economic Development Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 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 Fund, Victim Services-Solicitor's Office Fund, 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

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

SECTION 9

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 10

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

SECTION 11

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 12

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 13

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 14

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 15

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

SECTION 16

The budget provisos are hereby incorporated herein, by reference, as fully as if set forth verbatim herein, and adopted as part of this Ordinance.

SECTION 17

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

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

OCONEE COUNTY, SOUTH CAROLINA

Joel Thrift, Chairman
Oconee County Council

ATTEST

Elizabeth G. Hulse
Clerk to County Council

First Reading: May 7, 2012
Second Reading: May 21, 2012
Public Hearing:
Third Reading:

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
BUDGET PROVISOS FOR FISCAL YEAR 2012-2013
ORDINANCE 2012-01**

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

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 8

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

Section 9

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

Section 10

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

Section 11

Funding for the temporary Assistant Solicitor and Paralegal positions in the Solicitor's office first funded in the 2010-2011 budget is funded for an additional year and is intended to provide representation for Oconee County in the magistrate courts of Oconee County. These are temporary positions, only. In order for these positions to be considered in future budget years, the Solicitor's office must provide the Administrator with quarterly reports indicating the number of new cases referred each quarter, the number of court appearances each quarter and a certification from the Solicitor that these positions were only used for representation in magistrate court on Oconee County cases during the quarter. These reports are due 15 days after the end of the quarter. Oconee County Council is not obligated to fund these positions at such future time, however, all other factors notwithstanding. These positions are never to be considered permanent positions unless and until Oconee County Council so designates them, so that these positions are exempt from any provision of federal, state, or local law restricting the ability of Oconee County Council to decrease funding for the Office of the Tenth Circuit Solicitor. In other words, these positions are not a part of the permanent funding of the Office of the Tenth Circuit Solicitor for Oconee County.

Section 12

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

profit, eleemosynary entities provide to Oconee County and the public of Oconee County – services of public use and public benefit which would otherwise have to be provided by some unit of local government.

Section 13

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

Section 14

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

Committed funds for the Solid Waste Reserve fund balance:	\$2,811,628
Committed funds for the Healthcare Reserve fund balance:	\$3,215,644

Section 15

County Council adopts the employee benefit plan and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments.

Section 16

County Council approves and ratifies the forgiveness of the Walhalla Rescue Squad Loan balance.

Section 17

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

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

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

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

SECTION 1

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

School Operations	\$	59,128,595
School Debt	\$	10,604,763
Total School District	\$	<u>69,733,358</u>

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

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

OCONEE COUNTY, SOUTH CAROLINA

Joel Thrift, Chairman
Oconee County Council

ATTEST

Elizabeth G. Hulse
Clerk to County Council

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

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

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

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

SECTION 1

For the fiscal year beginning July 1, 2013 and ending June 30, 2014, \$707,500 is hereby appropriated for fire protection services in the Keowee Fire Special Tax District.

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

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

OCONEE COUNTY, SOUTH CAROLINA

Joel Thrift, Chairman
Oconee County Council

ATTEST

Elizabeth G. Hulse
Clerk to County Council

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

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013 - 11

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

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

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

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

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

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

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

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

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

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

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

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

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

Ordained in meeting, duly assembled, this ___ day of _____, 2013.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses

OCONEE COUNTY, SOUTH CAROLINA

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

Witnesses

CITY OF WALHALLA, SOUTH CAROLINA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses

OCONEE COUNTY, SOUTH CAROLINA

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

Witnesses

TOWN OF WEST UNION, SOUTH CAROLINA

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

EXHIBIT B

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

ARTICLE II. – Regulatory Codes.

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

Mandatory Codes:

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

Discretionary Codes:

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

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

Sec. 6-41. - International Building Code.

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

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

Section 105.2 "Work exempt from permit."

Building:

Add: 14. Signs not over 75 square feet.

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

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

Sec. 6-43. - International Fire Code.

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

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

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

Sec. 6-45. - International Mechanical Code.

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

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

Sec. 6-46. - International Plumbing Code.

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

Sec. 6-47. - International Residential Code.

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

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

Section 105.2 "Work exempt from permit."

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

Sec. 6-48. - National Electrical Code.

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

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

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

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

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

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

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

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

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

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

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

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013 -12

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

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

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

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

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

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

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

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

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

Ordained in meeting, duly assembled, this ___ day of _____, 2013.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses

OCONEE COUNTY, SOUTH CAROLINA

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

Witnesses

TOWN OF WEST UNION, SOUTH CAROLINA

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

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013 - 13

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

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

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

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

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

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

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

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

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

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

Ordained in meeting, duly assembled, this ___ day of _____, 2013.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses

OCONEE COUNTY, SOUTH CAROLINA

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

Witnesses

CITY OF WESTMINSTER, SOUTH CAROLINA

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

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013-14

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

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

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

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

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

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

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

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

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

Ordained in meeting, duly assembled, this ___ day of _____, 2013.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

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

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

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

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

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

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

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

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

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

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

To the Town at: Town of Salem
 Attn: Mayor
 5A Park Ave
 Salem, SC 29676

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

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

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

Witnesses

OCONEE COUNTY, SOUTH CAROLINA

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

Witnesses

TOWN OF SALEM, SOUTH CAROLINA

By: _____
Diane Head, Mayor, Town of Salem
Salem, South Carolina

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2013-13

**A RESOLUTION TO APPROVE A MUTUAL AID AGREEMENT BETWEEN
THE OCONEE COUNTY SHERIFF'S OFFICE AND THE CITY OF SENECA.**

WHEREAS, a recent South Carolina Supreme Court decision found that for a Sheriff's Office Mutual Aid Agreement to be valid it would have to be approved by the governing body; County Council; and

WHEREAS, the Oconee County Sheriff's Office has entered into a Mutual Aid Assistance Agreement with the City of Seneca Police Department; and

WHEREAS, staff recommends that County Council approve and ratify the Mutual Aid Assistance Agreement with City of Seneca.

NOW THEREFORE, BE IT RESOLVED in meeting duly assembled that the Oconee County Council approves the Mutual Aid Assistance Agreement with the City of Seneca [attached and included herein by reference.

APPROVED AND ADOPTED this 21st day of May, 2013.

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

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

**MUTUAL AID ASSISTANCE AGREEMENT BY AND BETWEEN
THE OCONEE COUNTY (SOUTH CAROLINA) SHERIFF'S OFFICE, and THE
SENECA (SOUTH CAROLINA) POLICE DEPARTMENT**

THIS MUTUAL AID ASSISTANCE AGREEMENT ("Agreement") made and entered into this ____ day of _____, _____, by and between the Oconee County Sheriff's Office, South Carolina ("Sheriff, Mike Crenshaw") and the city of Seneca, South Carolina ("Chief John Covington"), (collectively, the "Parties", or singularly, the "Party").

W I T N E S S E T H:

WHEREAS, Section 23-1-210 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), provides that any county law enforcement officer may be transferred on a temporary basis to work in law enforcement in any other county in the State of South Carolina (the "State"), only if, prior to such transfer, the respective counties enter into a written agreement stating the terms and conditions of the temporary transfer; and,

WHEREAS, Section 6-11-1810 of the Code provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in the State at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and,

WHEREAS, in accordance with Section 23-1-210 and Section 6-11-1810 of the Code, the Parties, each a body politic and political subdivision of the State, desire to enter into an agreement for the purposes of temporarily transferring law enforcement officers to each other, upon request, to provide assistance in the event of an emergency, arising from natural and man-made disasters, technological hazards, civil unrest, or other emergency situations, or in the event of a significant event:

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties, by and through their duly authorized representatives, respectively agree as follows:

1. **Assistance**. The assistance rendered in accordance with this Agreement shall solely involve the temporary transfer of law enforcement between the Parties.

When so transferred, such law enforcement and emergency service officers shall have the powers and authority of similar law enforcement officers employed by the jurisdiction to which the officers are transferred.

2. **Primary Responsibility.** The Party responding to a request pursuant to this Agreement (the “Responding Party”) shall take such action as is necessary to provide and make available the necessary resources requested by the requesting Party (the “Requesting Party”), provided that the Responding Party may withhold its resources, at its sole discretion, to the extent necessary to provide reasonable protection for its own citizens. Additionally, the Responding Party shall be subject to all provisions of federal, state, and local laws governing the provision of assistance at the incident location. Such assistance shall continue so long as necessary, or until a conflicting need arises in the Responding Party. However, both Parties expressly acknowledge that the primary responsibility of each is to serve and protect its own citizens.

3. **Request for Assistance.** The County Administrator or County Sheriff (the “Authorized Representative”), or, in the case of a municipality or other entity, the chief executive officer, or his or her designee of the Requesting Party, may request the assistance of the other Party by contacting the Authorized Representative, or his or her designee, of that Party. The provisions of this Agreement shall only apply to requests made by and to the Authorized Representative or his or her designee. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within thirty (30) days of the request. Requests shall provide the following information:
 - (a) A description of the emergency, or significant event, including time and location, for which assistance is necessary.
 - (b) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be required.

The law enforcement or emergency service officers temporarily transferred by the Responding Party shall either report to a designated Officer-in-Charge of the Requesting Party at the incident location in person, or via at a prescribed emergency radio channel, and shall be subject to the orders and command of that Officer. If the Responding Party renders assistance, its personnel, equipment, materials and supplies shall continue under the command and control of its regular officers, but such officers shall report to and receive instruction from the Officer-in-Charge of the Requesting Party.

The assistance provided pursuant to this Agreement is limited to seven (7) days, but may be extended, if necessary, for an additional seven (7) day period, by the Authorized Representative of the Requesting Party forwarding another request for assistance to the Authorized Representative of the Responding Party.

Unless specifically instructed otherwise, the Requesting Party shall have the responsibility, if necessary, for providing food and housing for Responding Party personnel from the time of arrival to final departure. However, the Responding Party personnel and its equipment should be, depending upon the nature of the emergency and to the greatest extent possible, self-sufficient.

4. **Insurance.** Personnel, equipment, materials and supplies used to render assistance pursuant to this Agreement shall be insured for third-party liability purposes under the Responding Party's general liability insurance policy. It is also the responsibility of each Party to ensure adequate insurance coverage for its personnel and equipment. Each Party shall provide a letter from its insurance carrier authorizing it to provide and receive assistance pursuant to this Agreement.
5. **Liability.** To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant

to the terms and conditions of this Agreement. In other words, each party is responsible for the acts and actions of its own personnel and equipment, and no Party is responsible for insuring, indemnifying, or holding harmless any other under this Agreement.

6. **Reimbursement.** The Responding Party shall be reimbursed, within sixty (60) days of submitting a statement, as described below, by the Requesting Party for all reasonable expenses incurred in connection with requests made pursuant to this Agreement, provided that the Responding Party timely remits to the Requesting Party an itemized statement of account of such expenses. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. Further, the temporary transfer of law enforcement or emergency service officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of such transferred officers, and such officers shall continue to be the employees of, and paid by the Responding Party.
7. **Personnel.** During the period of assistance, each Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Responding Party for all direct and indirect payroll costs and expenses (including travel expenses) incurred during the period of assistance, including but not limited to employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Responding Party under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both the Requesting Party and the Responding Party shall be responsible for payment of such benefits only to their respective employees.

All personnel participating pursuant to this Agreement shall at all times remain the employee of their respective Party, and shall act in a manner that reflects and casts their respective agencies and the law enforcement community as a whole in a positive and professional light. Within this professional light each Party shall notify each other of any criminal investigations outside their own jurisdictions as stated in §23-1-210 and §23-1-215 of the Code.

8. **Equipment.** The Responding Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or State hourly rate, or according to the actual replacement, operation, and maintenance expenses incurred. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. For those instances in which costs are to be reimbursed by the Federal Emergency Management Agency (FEMA), the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Responding Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in a safe and operational condition. At the request of the Responding Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party.
9. **Materials and Supplies.** The Responding Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Responding Party's personnel. The Responding Party's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in

accordance with 44 CFR 206.228. The Responding Party may waive such reimbursement, in whole or in part, at its own discretion. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Responding Party, the materials and supplies used or damaged. If such an agreement is made, it shall be in writing and authorized and executed in the same manner as this Agreement.

10. **Record Keeping.** The Responding Party shall maintain records and submit invoices for reimbursement by the Requesting Party using the format used or required by FEMA publications, including 44 CFR, Part 13, and applicable Office of Management and Budget Circulars. Requesting Party personnel shall provide information, directions, and assistance for record keeping to Responding Party personnel.
11. **Employment Status.** Nothing contained herein shall be construed or interpreted to imply that the law enforcement and emergency service officers temporarily transferred in accordance with this Agreement shall be employees of the Requesting Party. Such officers shall, in all events, remain the employees of the Responding Party.
12. **Narcotics Investigations.** This Agreement shall not repeal or supersede any agreements between the Parties concerning the exchange and utilization of narcotics investigators, nor does this Agreement restrict or otherwise modify in any way the normal cooperative activities between law enforcement agencies concerning on-going criminal investigations.
13. **Entire Agreement.** This Agreement contains the entire and only understanding between the Parties as to the matters contained herein, and no oral statement or representations or prior written matter not contained in this instrument shall have any force or effect. This Agreement shall not be modified or amended in any way except by a writing executed by both Parties.

14. **Continued Effect.** This Agreement shall become operative immediately upon the signatures of the below listed representatives, and shall continue in force and remain binding until such time as either Party provides notice, in writing, of its desire to terminate the Agreement, to the other. Should any part of this Agreement be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

COUNTY OF OCONEE SOUTH CAROLINA

By: _____
Scott Moulder County Administrator

And: _____
Joel Thrift, County Council Chairman

And: _____
Mike Crenshaw, Sheriff

SENECA CITY, SOUTH CAROLINA

And _____
Seneca City Administrator

And: _____
Chief John Covington

And: _____

Exhibit A

Authorized Representative Contact Information

Date: _____

Name of Entity: _____

Primary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

Secondary Authorized Representative:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cellular: _____

Facsimile: _____

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 21 2013
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

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

BACKGROUND DESCRIPTION:

This ordinance is dealing with the conveyance of land within the Golden Corner Commerce Park to the Pioneer Rural Water District. In March of 2012, the County Council unanimously approved the inclusion of Pioneer's request for property at the Golden Corner Commerce Park for the potential location of a new water treatment facility. Council approved the offer of up to 25 acres to be offered to Pioneer at a minimum cost of \$132,000, as this is the value according to the most recent appraisal.

After appropriate surveying and inclusion of necessary easements, the total acreage being sold to Pioneer is 22.38.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

N/A

FINANCIAL IMPACT [Brief Statement]:

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 / **No**

If yes, who is matching and how much:

Approved by: _____ Grants


ATTACHMENTS

---A recently completed survey depicting the acreage proposed for the transfer of land.

STAFF RECOMMENDATION [Brief Statement]:

Approve Ordinance 2013-07 at second reading.

Submitted or Prepared By:



Department Head/Elected Official

Approved for Submittal to Council:


T. Scott Moulder, County Administrator

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

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

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE NO. 2013-07

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

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

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

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

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

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

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

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

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

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

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

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

DONE AND ENACTED by the County Council of Oconee County, South Carolina, this ____ day of _____, 2013.

OCONEE COUNTY, SOUTH CAROLINA

Chairman, County Council
Oconee County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council,
Oconee County, South Carolina

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

EXHIBIT A

Survey

[see attached]

EXHIBIT B

Purchase Agreement

[see attached]

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

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

RECITALS

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

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

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

AGREEMENT

1. SALE OF PROPERTY.

1.1. 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, if any ("Improvements").

2. SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS. In order to induce Purchaser to enter into this Agreement and to purchase the Property, in addition to warranties, representations, covenants, and undertakings contained elsewhere in this Agreement, Seller hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Purchaser:

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

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

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

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

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

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

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

- (a) Conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument to which Seller or any predecessor of Seller is a party, or
- (b) Violate any restriction to which Seller is subject, or
- (c) Constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree, or order, or
- (d) Result in the acceleration of any mortgage or note pertaining to the Property or the cancellation of any contract or lease pertaining to the Property, or
- (e) Result in the creation of any lien, charge or encumbrance upon any of the properties or assets to be sold or assigned to Purchaser pursuant to the provisions of this Agreement.

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

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

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

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

3. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS.

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

(a) To conduct, at Purchaser's cost, any and all inspections, engineering and feasibility studies, including, but not limited to environmental inspections and studies, which Purchaser deems necessary, in an effort to determine whether or not to proceed with the Closing of this transaction. Without limitation of the generality of the foregoing, it is agreed that Purchaser's inspection of the Property may include soil borings, surface water and groundwater testing and analysis, boundary, structural, topographical, and other surveys and any other studies and/or tests desirable for Purchaser to determine that

the Property is suitable for its intended purpose. In this regard, Seller hereby agrees that Purchaser, and/or Purchaser's agents or employees, may have unlimited access to the Property during such Review Period to conduct such studies and inspections. Upon completion of such inspections, Purchaser shall restore the surface of the Property to substantially the same condition of the surface on the date hereof after all such tests and inspections are completed.

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

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

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

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

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

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

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

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

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

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

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

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

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

7. CONDEMNATION OR CASUALTY LOSS. In the event of condemnation or receipt of notice of condemnation or taking of any part of the Property by governmental authority prior to the Closing, or any material casualty loss to the Property prior to Closing, Purchaser, at its option, shall have the right to terminate this Agreement. After Closing, all risk of loss due to condemnation or casualty shall lie with Purchaser.

8. COMMISSIONS.

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

9. DEFAULT.

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

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

10. CONSTRUCTION OF WATER INFRASTRUCTURE FACILITY.

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

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

11. MISCELLANEOUS

11.1. Completeness; Modification. This Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein and it supersedes all

prior discussions, undertakings or agreements between the parties. This Agreement shall not be modified except by a written agreement executed by both parties.

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

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

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

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

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

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

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

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

(a) If to Purchaser:

Pioneer Rural Water District
Attn.: _____

With a Copy to:

(b) If to Seller:

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

With a copy to:

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

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

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

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

[execution pages follow]

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

SELLER:

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Its: _____

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

PURCHASER:

PIONEER RURAL WATER DISTRICT

By: _____

Its: _____

Exhibit A

Survey

[see attached]

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: May 21, 2013
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

First Reading [in title only] of Ordinance 2013-09 “AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO ”

BACKGROUND DESCRIPTION:

This is the first subsequent rezoning request that has come before Oconee County Council. Below is the section from the Zoning Enabling Ordinance that discusses subsequent requests:

Sec. 38-8.6. - Subsequent rezoning.

- (a) Subsequent to the initial change of zoning of any parcel or group of parcels following adoption of these regulations, any individual property owner may make application for rezoning of a parcel(s). All such rezonings shall be subject to the standards set forth in these regulations and South Carolina Code of Laws, 1976, as amended.
- (b) Notwithstanding any effort to accomplish a prior rezoning, county council may at any time rezone a parcel or group of parcels pursuant to the goals established in the Oconee County Comprehensive Plan.

The proposed ordinance, 2013-09 (Sub01), stems from a subsequent rezoning request submitted by Mr. Jess Neville. The request consists of part of a parcel totaling 7.55 acres in the vicinity of the Melton Rd in the West Union area. This parcel is located in the residential area on the Future Land Use Map and is currently zoned in the Residential District. As submitted, the area would be zoned into the Traditional Rural District. There is a signed petition for the area submitted in the proposed request.

Also, this is the first case in which split-zoning has occurred in Oconee County. Split-zoning occurs when a parcel contains more than one zoning district. In this particular case, a deed was recorded on 12/31/12 which combined two parcels. One parcel is in the Traditional Rural District (~250 acres) and the other parcel is in the Residential District (~7.55). The deed combined the Residential District parcel into the Traditional Rural District parcel resulting in two zoning classifications being present on one parcel.

The request is to zone the portion of the parcel that is in Residential District into the Traditional Rural District.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

A number of South Carolina counties have addressed split-zoning. Staff emailed all 46 counties the question of how they handle split-zoning. Some counties have chosen to allow split-zoning by either policy or by ordinance while other counties have chosen not to allow it by either policy or by ordinance. Below is a list of the Counties who responded regarding split-zoning:

Allow Split-Zoning: Abbeville, Fairfield, Greenville
Not Allow Split-Zoning: Florence, Charleston
No Zoning: Cherokee, Laurens, Dillon, Darlington

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

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

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council [1] take first reading (in title only) of Ordinance 2013-09, and [2] refer the matter to the Planning Commission for the required review.

FINANCIAL IMPACT [Brief Statement]:

_____ 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 / No

If yes, who is matching and how much:

Approved by : _____ Grants

ATTACHMENTS

Maps of current zoning, rezoning proposal as submitted, and the request's location on the Future Land Use Map.

Submitted or Prepared By:

Department Head/Elected Official

Approved for Submittal to Council:

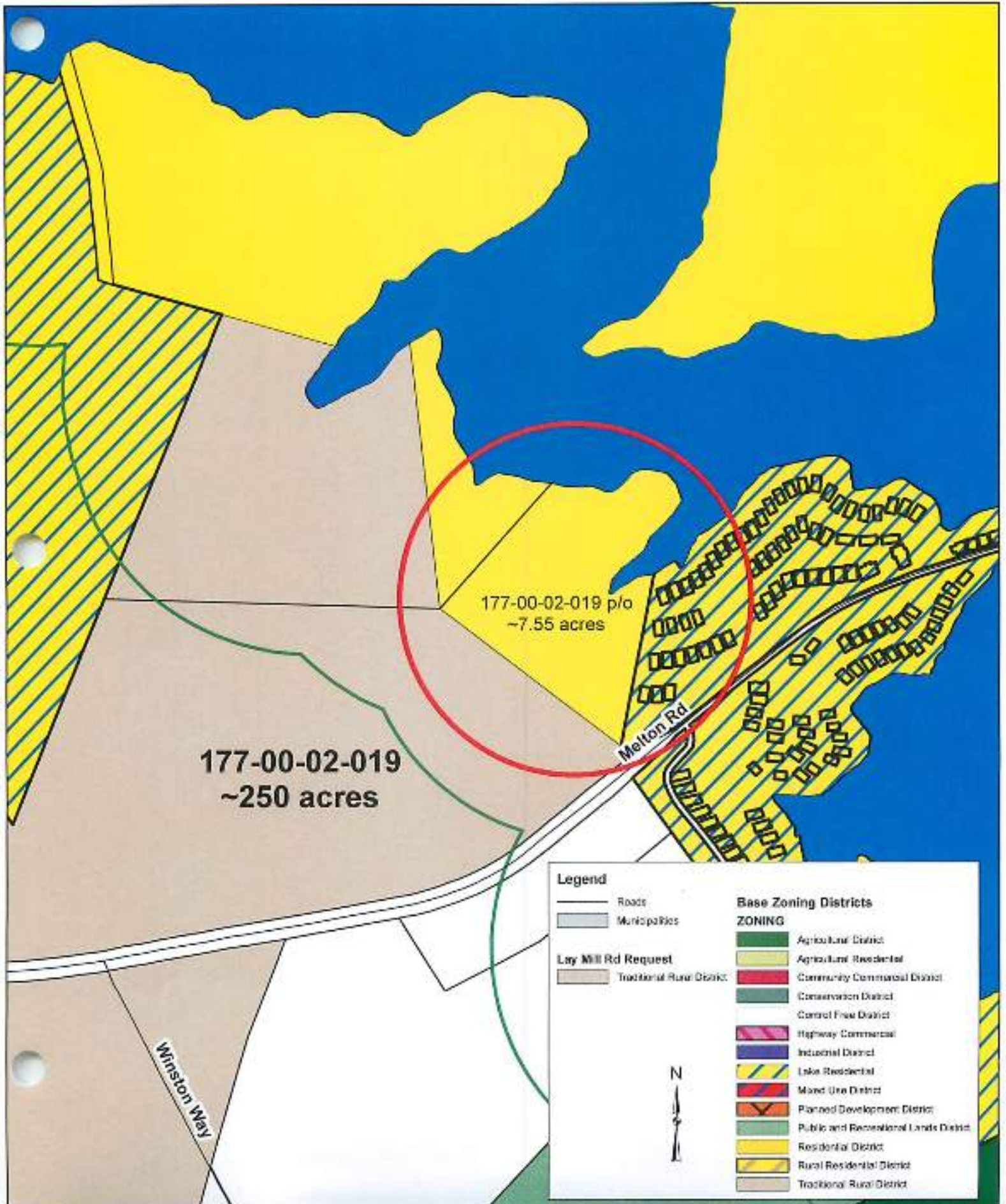


T. Scott Moulder, County Administrator

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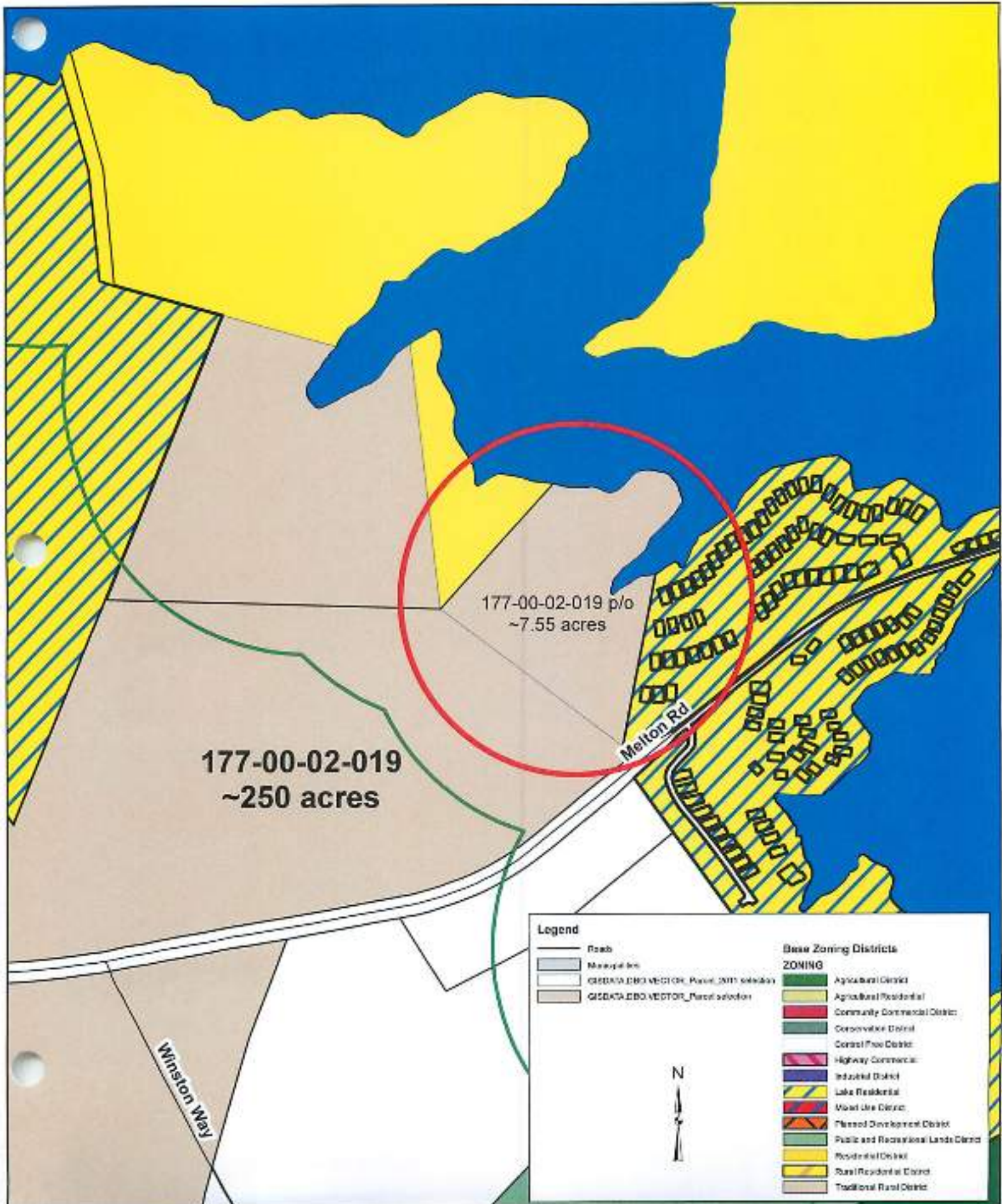
A calendar with due dates marked may be obtained from the Clerk to Council.

Current Zoning

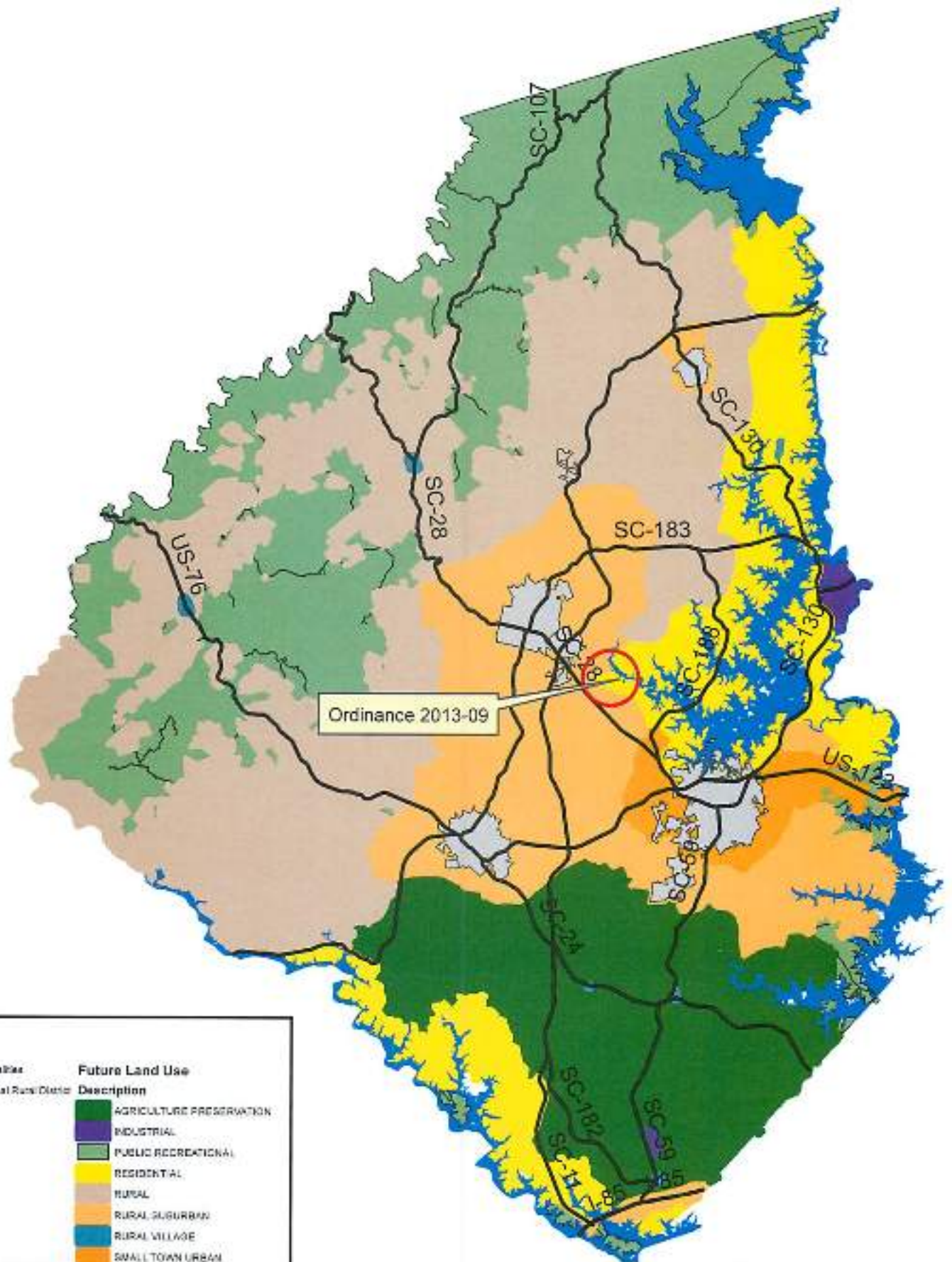


Legend	
	Roads
	Municipalities
	Lay Mill Rd Request
	Traditional Rural District
Base Zoning Districts	
ZONING	
	Agricultural District
	Agricultural Residential
	Community Commercial District
	Conservation District
	Control Free District
	Highway Commercial
	Industrial District
	Lake Residential
	Mixed Use District
	Planned Development District
	Public and Recreational Lands District
	Residential District
	Rural Residential District
	Traditional Rural District

Proposed Ordinance 2013-09 Request Sub01 (As Petitioned)



Ordinance 2013-09 Request Sub01 Future Land Use Map Location



PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 21, 2013

ITEM TITLE:

Procurement #: ITB 97-35 Title: Hauling & Disposal of Solid Waste Department: Solid Waste Amount: Estimated \$1,160,000.00

FINANCIAL IMPACT:

- Procurement was approved by Council in Fiscal Year budget process.
- MULTI-TERM CONTRACTS: Term length: 5 years
Requesting authorization for Administrator to renew agreements through contract term: Yes No
- Finance Approval: Mark H. Ballinger

BACKGROUND DESCRIPTION:

The award of ITB 97-35 for the hauling and disposal of waste from the transfer station to the R & B Landfill in Homer, GA, was first approved by Council in July of 1998. A new contract was signed July 1, 2003 that extended the contract for a total of 20 years. This assured the County that the landfill would accommodate all the County's MSW waste for the next 20 years. It called for a five year contract with three five-year renewals. The first renewal was in 2008 and the second renewal will be for 2013. County staff including the Assistant County Administrator, Solid Waste Director and Procurement Director met with Mindy Miller, the Account Manager for Waste Management on April 15 and April 26 to discuss whether the County would renew this contract or re-bid it. Waste Management offered a reduction in the disposal fee per ton from the current rate of \$34.40 to \$31.15 for fiscal year 2013-2014. This rate is a significant decrease and is less than the 2007-2008 rate of \$31.54. The Solid Waste department estimates that Oconee County disposes of approximately 37,000 tons of waste each year. At the new rate of \$31.15, this would be an annual amount of \$1,152,550.00.

ATTACHMENT(S):

1. April 29, 2013 Renewal Letter from Waste Management

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the second five year renewal of ITB 97-35 for the Hauling and Disposal of Waste to Waste Management, Inc. of Homer, GA. The amount of this contract is estimated, but will not exceed the amount budgeted for each fiscal year. Staff also recommends that Council authorize the County Administrator to renew this contract for the next four years and the fifth year it will be brought back to Council for approval.

Submitted or Prepared By: Robyn Courtight

Robyn Courtight, Procurement Director

Approved for Submittal to Council: T. Scott Moulder

T. Scott Moulder, County Administrator

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

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



April 29, 2013

Mr. Moulder
Administrator
Oconee County
415 south Pine Street
Walhalla, SC 29691

Re: Extension of Disposal Contract

Dear Scott,

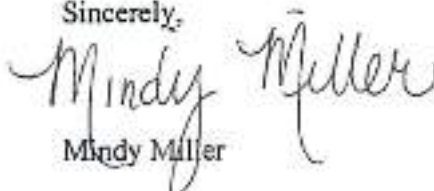
This letter will confirm Waste Management of Carolinas, Inc.'s agreement to forego the CPI adjustment, which would otherwise occur on July 1, 2013, as well as a reduction in the disposal fee per ton in exchange for the County's agreement to commit to extend the Solid Waste Collection and Disposal Contract for an additional five (5) year term beginning May 1, 2013. These incentives represent a projected savings immediately from an existing rate of \$34.40 to a lower disposal fee per ton of \$31.15.

In order to implement these savings effective May 1, 2013 we need execution of this letter by April 30, 2013.

As we have discussed, these incentives represent significant and immediate cost savings to the County and will enable Waste Management to plan for the future in Oconee County. Waste Management places great value on its relationship with the County and is hopeful that these incentives will enable us to continue our relationship.

If I can answer any questions or do anything to help advance this extension, please let me know.

Sincerely,


Mindy Miller

Public Sector Account Manager

Agreed and accepted this 29 day of April, 2013.

By: 
Scott Moulder Administrator

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 21, 2013

ITEM TITLE:

Procurement #: RFP 12-09 Title: Pumper Truck for Station 14

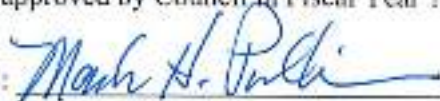
Department(s): Emergency Services

Amount: \$418,835.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 12-13 budget process.

Finance Approval:



BACKGROUND DESCRIPTION:

This Request for Proposals was issued March 7, 2013 for one Commercial Top Mount Pumper/Tanker Truck for Rural Fire Station 14, Pickett Post/Camp Oak. This station currently has a 1991 Ford Pumper, a 2004 Freightliner Pumper and a 2000 Tanker truck. This new Pumper will replace the older model Pumper which will be used as a spare. The apparatus, which includes a 2000 gallon water tank, has the versatility to function as an engine or tanker to support rural fire operations. The specifications included an option of a Foam Pro Injection System and a Top /Side Mount for the pump, along with a loose equipment list of 27 items such as hoses, nozzles, pike poles, hand lights and wheel chocks.

On April 9, 2013, formal sealed proposals were opened for this Pumper truck. Fifteen firms were originally notified of this opportunity and six firms submitted proposals. Evaluation criteria included: Compliance with Specifications (40%), Cost Requirements (20%), Service and Support Requirements (20%), and Capabilities of the Firm (20%). An Evaluation Committee consisting of Charlie King and Grahl Hancy from Emergency Services, Jeff Heaton from Station 14 and Ronnie Smith from Fleet Maintenance unanimously voted to recommend Kovatch Mobile Equipment Corporation of Nesquehoning, PA for this award. The truck will be delivered and serviced by Safe Industries of Piedmont, SC.

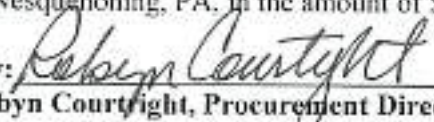
ATTACHMENT(S):

1. Summary Score Sheet from RFP

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the award of RFP 12-09 for a Pumper/Tanker Truck for Rural Fire Station 14 to Kovatch Mobile Equipment Corporation of Nesquehoning, PA, in the amount of \$418,835.00.

Submitted or Prepared By:


Robyn Courtight, Procurement Director

Approved for Submittal to Council:


T. Scott Moulder, County Administrator

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

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

ROUND 1 - PROPOSALS SUBMITTED FOR RFP 12-09						
Bidder	Common-wealth	CW Williams	Safe Industries	Slagles"s	Steven's Fire	Toyne, Inc.
Mfg.	Four Guys	Rosenbauer	KME	Ferrara	Sutphen	Toyne
Total Score	1154.60	1499.60	1433.60	425	618.60	1251.40
RANKING	4	1	2	6	5	3

ROUND 2-SCORING		
Bidder	CW Williams	Safe Industries
Mfg.	Rosenbauer	KME
Total Score	1506.80	1731.8



NOTES
TRANSPORTATION COMMITTEE MEETING
May 14, 2013

Discussion / Action Regarding: Update to Road Inventory & Estimated Schedule and Encroachment Permit Process

Mr. Moulder, Mr. Breed & Mr. Kelly addressed the Committee utilizing a PowerPoint presentation [copy filed with these minutes] highlighting the following:

- Road Inventory & Assessment Tool
- Encroachment Permit
- Cobb Bridge Update [*Davis & Floyd Scope of Work presented for consideration (copy filed with these minutes)*]
- Dyar Bridge Update

Discussion followed.

REQUEST FULL COUNCIL MOTION TO AFFIRM THE COMMITTEES RECOMMENDATIONS TO:

1. Support the staff's recommendation to complete the data collection needed for the inventory and assessment tool by January 2015 utilizing existing county resources,
2. To move forward with first reading of an updated road ordinance and policy [to include fee schedule and permit application] at the June 4, 2013 Council meeting,
3. To direct staff to move forward with the bid process for sandblasting and painting of Cobb Bridge, and
4. To delay any further action in order to receive comments from Norfolk Southern Railroad regarding the Dyar Bridge project.



NOTES
BUDGET, FINANCE & ADMINISTRATION COMMITTEE
COUNCIL CHAMBERS
OCONEE ADMINISTRATIVE OFFICES, WALHALLA, SC
May 13, 2013

Council Discussion regarding FY 2013-2014 County Operating Budget & Proposed Revenue Options

Mr. Corbeil addressed the Committee prior to discussion related to the FY13-14 budget utilizing a PowerPoint presentation [copy filed with these minutes] entitled "The Oconee County Service Company – 2009-2013 and Forward". Discussion followed.

Mr. Moulder provided the Committee with a handout entitled "Revenues & Other Financing Sources". Discussion followed.

Mr. Moulder next let discussion regarding direction for staff to include a decision related to a millage increase with or without a vehicle maintenance fee:

- Mr. Barron supported a 3 mill increase and not the vehicle maintenance fee
- Mr. Dexter supported a 3 mill increase and not the vehicle maintenance fee
- Mr. Thrift supported a 3 mill increase and not the vehicle maintenance fee
- Mr. Corbeil supported a 3 mill increase and not the vehicle maintenance fee
- Mr. McCall supported a 3 mill increase and not the vehicle maintenance fee

Mr. Moulder provided Council with a new budget book [copy filed in the Finance office and with these minutes on CD only]. Discussion followed regarding various topics to include the general fund, the intergovernmental fund, revenues, direct aid, fire contracts, administrative services, delinquent tax, economic development, etc.

The Committee directed the Administrator to make the following changes to the budget document:

- Move fire contracts from Direct Aid to Emergency Services
- Move the OJRSA \$610,000 annual payment from Direct Aid to Economic Development
- Move the OMC Ambulance from Direct Aid to Rescue
- Look at charity funding in Direct Aid to possibly identify agency to manage

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE) MASTER EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 21st day of May, 2013, by and between the County of Oconee, State of South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (hereinafter referred to as (the "County") and Timothy Scott Moulder (hereinafter sometimes referred to as "Administrator"), both of whom understand and agree as follows:

WITNESSETH

WHEREAS, the County, acting by and through its governing body, the Oconee County Council (hereinafter referred to as the "Council"), desires to continue to employ the services of Timothy Scott Moulder as Administrator of Oconee County and enters into this agreement as a binding legal and contractual obligation and commitment pursuant to Section 4-9-620 of the South Carolina Code of Laws, 1976, as amended; and

WHEREAS, it is the desire of the Council to establish certain conditions of employment and to provide certain benefits for and to set working conditions of the Administrator; and

WHEREAS, it is the desire of the Council (1) to secure and retain the services of the Administrator and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring the Administrator's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Administrator, and (4) to provide a just means for terminating the Administrator's services at such time as he may be unable fully to discharge his duties due to age or disability or when the County may desire to otherwise terminate his employment; and

WHEREAS, the Administrator desires to accept employment as Administrator of Oconee County under the terms and conditions of employment as referenced herein:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. DUTIES

County hereby agrees to employ Timothy Scott Moulder as the Administrator of Oconee County to perform the functions and duties specified in Section 4-9-630 of the South Carolina Code of Laws, 1976, as Amended, and to perform such other legally permissible and proper duties and functions as the Council shall from time to time assign, whether by job description or otherwise.

Section 4-9-660 of the South Carolina Code of Laws, 1976, as amended, which governs dealings between and among Council, its members, the Administration, and County employees, directs and governs the Administrator's performance of duties on behalf of Council and requires: "Except for the purposes of inquiries and investigations, the council shall deal with County officers

and employees who are subject to the direction and supervision of the County Administrator solely through the Administrator, and neither the council nor its members shall give orders or instructions to any such officers or employees."

The Administrator is, and shall be, the employee of the County Council, the governing body of the County. Even though the Administrator acts for and represents the County in many or most regards, in the conduct of day-to-day business of the County, by law and by this Agreement, nevertheless he should, to the extent consistent with the Agreement and the law of the state, always conduct himself and the affairs of his office, in such a manner as to bring credit to the County and the County Council, and to reflect the County Council as the ultimate source of authority for the action being conducted.

SECTION 2. TERM

A. The Administrator serves at the pleasure of Council, and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Oconee County Council to terminate the services of the Administrator at any time, subject only to the provisions set forth in Section 3, Paragraphs A of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Administrator to resign at any time from his position with the County, subject only to the provision set forth in Section 3, Paragraph B of this Agreement.

C. The Administrator agrees to remain in the exclusive employ of the County from June 1, 2013, the first day of his employment with the County under this Master Employment Agreement until May 31, 2016 a date three (3) years from such first day of employment under this Master Employment Agreement, and not accept employment or become employed by any other employer until said termination date, unless said termination date is revised as hereinafter provided. The Administrator agrees to notify the Council Chairman if seeking other employment of any kind. This Master Employment Agreement may be renewed for the same or a different term by mutual written consent. The County will give Administrator as much notice of intent to renew or to not renew, as possible, but, in any event, unless the County notifies Administrator of its intent to renew at least three (3) months prior to the termination date, the Administrator, at his sole discretion, may be deemed to have given his notice pursuant to Section 3, Paragraph C, hereof.

The term "employed" shall not be construed to include occasional teaching, writing, speaking, or consulting performed on personal time off, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the County or interfere with Administrator's execution of duties for the County. In the event travel is required for such non-County related business, the Council shall be notified in advance. De Minimis use of County owned equipment for the purposes noted in this paragraph is hereby authorized, expressly as part of the compensation to Administrator for performance of his duties.

SECTION 3. TERMINATION AND SEVERANCE PAY

Termination with Cause

Grounds for termination with cause shall be the conviction of the Administrator of any crime involving personal gain to himself, any crime involving moral turpitude (as defined in South Carolina state law) or the refusal of the Administrator to perform the duties of this office. For the purposes of this section the duties of his office include, without limitation: maintaining reasonable, consistent office hours, except during such times as the duties of his office require his absence or as noted elsewhere in this Agreement; compliance with the laws and Constitution of the State of South Carolina; performance of the duties set forth in Section 1 of this Agreement; and, compliance with the lawful directives of the Council, which do not conflict with or invade the responsibilities and authority conferred on the Administrator by the South Carolina Constitution or Code of Laws. If a majority of Council members feel that the Administrator is not in compliance with the above duties, then said members shall cause a letter to be sent to the Administrator, by hand delivery, or by certified mail, return receipt requested, advising him of his non-compliance and stating a reasonable length of time offered him for correction. If, after such reasonable time period has passed, the Administrator fails to correct the noted non-compliance, or, if any of the other reasons for termination with cause apply, then immediately, he may be terminated with cause and shall not be entitled to severance pay, but shall be entitled to all compensation and benefits accrued yet unpaid at the date of termination.

Illness and Disability

In the event the Administrator shall suffer serious illness or injury during the contract period, he shall be afforded a minimum of 30 days as a recovery period before he may be deemed to be in violation of the terms of his contract and subject to the provisions relating to termination with cause. Council may upon public vote extend this recovery period. Nothing in this Agreement shall be construed as to exempt such 30 day (or longer, as authorized by Council) recovery period from the normal County rules governing use of leave and sick time and leave-without-pay to cover time absent from work. Further, nothing in this Agreement is intended to negate or diminish the Administrator's entitlements, benefits, or rights under any applicable law or regulation, it being the intent of the Parties that this Agreement is in addition to, not in lieu of, all applicable laws and regulations.

Termination Without Cause

A. If the Administrator is terminated for any reason other than those set out above, he shall be deemed to have been terminated without cause and shall be entitled to the following, in a lump sum or in incremental payments, as he, in his sole discretion, shall choose, as severance pay for such termination without cause: if the Administrator is terminated without cause during the first year (365 days) of employment under this Master Employment Agreement, he shall be entitled to nine (9) months of his base salary pay (at the rate in effect at the time of his termination), as his total severance pay; if the Administrator is terminated without cause during the second and third year (from day 366 through day 1095) of employment with the County under this Master Employment Agreement, he shall be entitled to nine (9) months of his base salary pay (at the rate in

effect at the time of his termination), as his total severance pay. In addition the Administrator shall be compensated for all earned vacation leave and holidays to date, at the time of termination, calculated at the rate of pay in effect upon termination.

B. In the event the Administrator voluntarily resigns his position with the County before expiration of the aforesaid term of employment, then the Administrator shall give the County three (3) months notice in advance of such intent to resign and, if he should fail to give such notice, shall forfeit a proportionate amount of salary equal to the salary due for the period by which he fails to give such three (3) months notice as a liquidated damage penalty for failure to give adequate notice to the County.

C. Contemporaneously with the delivery of all severance pay hereinabove set out, the Administrator agrees to execute and deliver to the County a release, releasing the County of all further claims that the Administrator may have against the County.

D. In the event the County at any time during the employment term reduces the salary, compensation, or other benefits of the Administrator in a greater percentage than an applicable across-the-board reduction for all County employees, or in the event the County refuses, following written notice, to comply with any other provision benefitting the Administrator herein, or if the Administrator is reassigned to another position within the County's employ then, in that event, the Administrator may, at his sole option, be deemed to be "terminated without cause" at the date of such reduction or such refusal to comply, or such other act enumerated in this Section, all within the meaning and context of the severance pay provisions herein contained, and all with the same effect and rights as described in Subsection B of this Section 3.

SECTION 4. SALARY

County agrees to pay the Administrator for his services rendered pursuant hereto an initial annual base salary of One Hundred Fifty Five Thousand and 00/xx Dollars (\$155,000.00), payable in installments at the same time as other employees of the County are paid. County further agrees to adjust Administrator's base salary after each year in the contract by an amount as established on the performance scale as established on the performance evaluation. In addition, the County may at Council's discretion provide an additional increase in addition to the performance scale.

SECTION 5. HOURS OF WORK

A. It is recognized that the Administrator must devote a great deal of his time outside normal office hours to business of the County, and to that end the Administrator will be allowed to take compensatory time off as he shall deem appropriate during said normal office hours, consistent with the needs of the County.

B. The Administrator shall not spend more than ten (10) hours per month in teaching, consulting or other non-County connected business for compensation, without the express prior approval of Council.

C. Except as otherwise noted in this Agreement, the Administrator will observe the normal business and working hours of County government and will work sufficient hours to satisfactorily discharge the duties, obligations, and requirements of his office.

SECTION 6. AUTOMOBILE

The Administrator's duties require that he shall be provided with a County vehicle, of the County's choosing, for official use, with the County providing the fuel for that vehicle. Because the Administrator regularly, consistently, and frequently represents the County throughout the State, and because it is virtually impossible to separate official use from personal use most of that time, the Administrator is allowed to use his County vehicle at all times, subject only to his being responsible for accounting to appropriate tax agencies for personal use of the County vehicle.

SECTION 7. BUSINESS TRIPS FOR OCONEE COUNTY

County does hereby agree to budget and pay the reasonable travel and subsistence expenses of the Administrator for official travel while on County business and for attendance at meetings, seminars and conventions. Meetings, seminars, and conventions, for these purposes, may include but are not limited to those sponsored by the South Carolina Association of Counties, and other professional associations of which the Administrator is a member, as individually approved by County Council.

SECTION 8. VACATION AND SICK LEAVE

The Administrator shall be entitled to and shall accrue annual vacation leave with pay and sick leave in the same manner as other employees of the County. Because Administrator has worked in local government in South Carolina for many years, which inures to the benefit of County in the form of significant experience, he will be deemed, for all leave accrual purposes, to have been employed by County, at the time of this agreement, for twelve (12) years. The Administrator shall be entitled to accrue and carry forward the amounts of annual and sick leave which he has accrued to date, up to the maximum amounts of annual and sick leave authorized by County personnel policies.

SECTION 9. BENEFIT PLANS

The Administrator shall be entitled to participate in all benefit plans as may be available, from time to time, to employees of the County in the same manner, including County contributions, and to the same extent of said employees to include, without limitation, state retirement plan and medical and other insurance plans.

SECTION 10. PERFORMANCE EVALUATIONS

The Council shall review and evaluate the performance of the Administrator no later than sixty (60) days prior to the anniversary date of his employment each year. The County agrees to increase base salary and/or other benefits of the Administrator at the time of said review, in such amounts and to such extent as provided in Section 4, hereof, in light of and dependent on satisfactory performance by the Administrator, as reflected on such review.

SECTION 11. SUSPENSION

The County may suspend the Administrator with full pay and benefits at any time during the term of this Agreement, but only if a majority of the Council and the Administrator agree, or, after a public hearing, if a majority of the Council votes to suspend the Administrator for "just cause", provided however, that the Administrator shall be given written notice setting forth any charges at least ten (10) days prior to such hearing, by the Council members bringing such charges. "Just cause" is defined, and hereby limited, for the purposes of this Section, only, to the following: (1) willful or consistent neglect of duty, as defined by law or this Agreement, (2) being charged with any crime involving moral turpitude, (3) violation of duties to the County of honesty and sobriety, or (4) any other act of similar nature, and of the same or greater seriousness.

SECTION 12. INDEMNIFICATION

The County shall defend, save harmless, and indemnify the Administrator against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Administrator, except for criminal acts, grossly negligent acts, or intentionally wrongful acts. The County may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement, to provide full and complete protection to the Administrator by the County as described herein, for any actions undertaken or committed in his capacity as Administrator, regardless of whether the notice of filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following the Administrator's employment with County, except for excluded acts, as noted in this paragraph.

SECTION 13. CONFLICT OF INTEREST PROHIBITION.

It is further understood and agreed that because of the duties of the Administrator within and on behalf of the County of Oconee and its citizenry, the Administrator shall not during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business with Oconee County, or receiving economic development incentives from Oconee County, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without the prior approval of the Council.

SECTION 14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Administrator must maintain his principal, personal place of residence in Oconee County from the outset of and throughout the term of this Master Employment Agreement.

B. The Council shall fix such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Administrator, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement or state law.

C. All policy provisions of the County relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist, or hereafter may be amended shall also apply to the Administrator as they would be to other employees of the County, in addition to said benefits enumerated specifically for the benefit of the Administrator, herein or otherwise, except as herein provided. During the first three (3) years of this Master Employment Agreement, the Administrator, at his sole discretion and with notice to the Council Chairman, may receive the same cost of living and pay increases as other County employees, or take salary increases listed in Section 4, hereof, whichever is greater.

SECTION 15. GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall become effective commencing on the date of execution by the parties, as first above written.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Administrator and the County and its successors.

D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, in whole or in part, by any court of competent jurisdiction, the remainder of this Agreement or the portion thereof in question shall be deemed severable, shall not be affected thereby, and shall remain in full force and effect. It is the intent of the parties to this Agreement that the Agreement be applied, executed, and enforced to the maximum extent possible, at any time, consistent with State law as then in effect.

E. The Administrator agrees that any legal proceedings regarding this contract will be settled in the courts within the jurisdiction of Oconee County, South Carolina.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the County of Oconee has caused this Agreement to be signed and executed in its behalf by the Chairman of the County Council, and duly attested by the Clerk to Council, and the Administrator has signed and executed this Agreement, all in triplicate, each of which will be considered an original copy, the day and year first above written.

ATTEST:

OCONEE COUNTY

By:




Elizabeth G. Hulse

Its:

Clerk to Council

By:



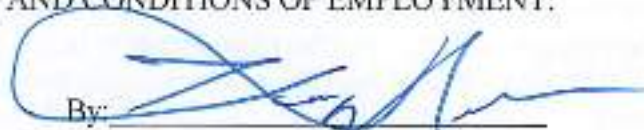
Joel Thrift,

Its:

Council Chairman

I ACCEPT THE FOREGOING TERMS AND CONDITIONS OF EMPLOYMENT:

By:



Timothy Scott Moulder

Its:

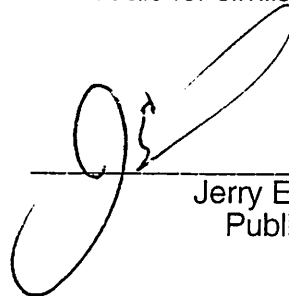
Administrator

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

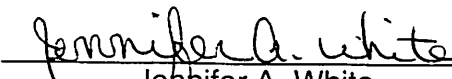
**IN RE: Oconee County Council
Public Hearing - May 21, 2013
Ordinance 2013-10**

BEFORE ME the undersigned, a Notary Public for the State and County above named, this day personally came before me, Jerry Edwards, who being first duly sworn according to law, says that he is the Publisher of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said paper on May 15, 2013 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Jerry Edwards
Publisher

Subscribed and sworn to before me this
15th day of May A.D. 2013



Jennifer A. White
Notary Public for South Carolina
My Commission Expires: 05/18/2014

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LEGALS

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erties owned by Stephen
or Selena Charles. All
trespassers will be pro-
secuted to the full extent
of the law.

Invitation to Bid
The School District of
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(SDCC), Seneca, South
Carolina will receive
sealed bids for a Food
Serving Line until Friday,
May 31, 2013 at 2:00
P.M. Bid responses shall
be mailed or hand
delivered to Purchasing
Services 125 South
Cove Rd. Seneca, SC
29672 where they shall
be publicly opened and
read aloud.

LEGALS

The Oconee County
Capital Project Advisory
Committee will hold a
Public Hearing on
Wednesday, May 22,
2013 at 10:00 a.m. in
County Chambers,
Administrative Offices,
415 South Pine Street,
Walhalla, SC 29691
regarding the Capital
Improvement Project
Listing (v2013-01).
Any citizen wishing to

LEGALS

speak at the meeting
regarding this list may
do so by signing up at
the meeting. Written
comments may be sub-
mitted at any time prior
to the hearing for inclu-
sion in the official record
of the meeting. Please
submit written com-
ments to the Clerk to
Council, 415 South Pine
Street, Walhalla, South
Carolina, 29691.

LEGALS

The Oconee County
Council will hold a Public
Hearing for Ordinance
2013-10 "AN ORDI-
NANCE AUTHORIZING
ACCEPTANCE OF
TRANSFER OF
AUTHORITY FOR
MUNICIPAL ELEC-
TIONS FOR THE CITY
OF WALHALLA AND
THE CITY OF WEST-
MINSTER AND
AUTHORIZING AN

LEGALS

INTERGOVERNMENT
AGREEMENT OR
EMBODYING DOCU-
MENT INCLUDING
THE TERMS OF ANY
AGREEMENT, WITH
EACH; AND OTHER
MATTERS RELATED
THERE TO" on Tuesday,
May 21, 2013 at 8:00
p.m. in Council
Chambers, Oconee
County Administrative
Offices, 415 S Pine
Street, Walhalla, SC.

LEGALS

Citizens wishing the
speak regarding the
ordinances may do
by signing up at it
meeting. Written com-
ments may be sub-
mitted at any time prior
to the hearing for inclu-
sion in the official record
of the meeting. Please
submit written com-
ments to the Clerk
Council, 415 South Pine
Street, Walhalla, SC
29691.

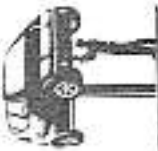
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Oconee County
Council Office

T. Scott Moulder
Administrator

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

Phone: 864 718 1023
Fax: 864 718 1024

E-mail:
bhulse@oconeesc.com

Paul Corbeil
Vice Chairman
District I

Wayne McCall
District II

Archie Barron
District III

Joel Thrift
District IV
Chairman

Reginald T. Dexter
District V



.....LEGAL AD.....

**PLEASE ADVERTISE IN THE NEXT ISSUE
OF YOUR NEWSPAPER**

The Oconee County Council will hold a Public Hearing for Ordinance 2013-10 "AN ORDINANCE AUTHORIZING ACCEPTANCE OF TRANSFER OF AUTHORITY FOR MUNICIPAL ELECTIONS FOR THE CITY OF WALHALLA AND THE CITY OF WESTMINSTER AND AUTHORIZING AN INTERGOVERNMENT AGREEMENT OR EMBODYING DOCUMENT INCLUDING THE TERMS OF ANY AGREEMENT, WITH EACH; AND OTHER MATTERS RELATED THERETO" on Tuesday, May 21, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

Citizens wishing to speak regarding these ordinances may do so by signing up at the meeting. Written comments may be submitted at any time prior to the hearing for inclusion in the official record. Submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Beth Hulse

From: Beth Hulse
Sent: Tuesday, May 14, 2013 11:06 AM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: Public Hearing 2013-10
Attachments: 051513 - PH 2013-10, 5-17-13.doc

Please run at your earliest convenience.
Thanks.

Elizabeth G. Hulse

Clerk to County Council

Oconee County Administrative Offices

415 South Pine Street

Walhalla, SC 29691

864-718-1023

864-718-1024 [fax]

bhulse@oconeesc.com

www.oconeesc.com/council

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Beth Hulse

From: Beth Hulse
Sent: Tuesday, May 14, 2013 11:06 AM
To: Beth Hulse; Chad Dorsett; Greenville News (localnews@greenvillenews.com); Kevin; Norman Cannada (ncannada@upstatetoday.com); Ray Chandler; Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com)
Subject: Public hearing: 2013-10 - May 21, 2013

The **Oconee County Council** will hold a Public Hearing for **Ordinance 2013-10** "AN ORDINANCE AUTHORIZING ACCEPTANCE OF TRANSFER OF AUTHORITY FOR MUNICIPAL ELECTIONS FOR THE CITY OF WALHALLA AND THE CITY OF WESTMINSTER AND AUTHORIZING AN INTERGOVERNMENT AGREEMENT OR EMBODYING DOCUMENT INCLUDING THE TERMS OF ANY AGREEMENT, WITH EACH; AND OTHER MATTERS RELATED THERETO" on Tuesday, May 21, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

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Elizabeth G. Hulse

Clerk to County Council

Oconee County Administrative Offices

415 South Pine Street

Walhalla, SC 29691

864-718-1023

864-718-1024 [fax]

bhulse@oconeesc.com

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