

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 2/15/05
COUNCIL MEETING TIME: 3:00 PM

ITEM TITLE OR DESCRIPTION:

Robert Strother, Director, SC Appalachian Council of Governments Report

BACKGROUND OR HISTORY:

Mr. Strother gives report on annual basis of COG activities in Oconee County.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION FOR COUNCIL ACTION:

N/A

FINANCIAL IMPACT:


N/A

ATTACHMENTS:

Submitted or Prepared By:

Opal O. Green
Department Head/Elected Official

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

Reviewed By/ Initials:

N/A County Attorney

N/A Finance

N/A Other

C: Clerk to Council

COG's Return on Investment: Oconee County's Bottom Line

Oconee County's annual investment in the Appalachian COG is \$27,951. The return to Oconee County on that investment in 2004 was \$12,046,671 – a return on investment ratio of \$431 to \$1.

How does this return on investment work? Let's take a look.

\$ 1,786,000 from loans made by COG's Appalachian Development Corporation. (Note 1)

\$ 4,465,000 from private capital investment resulting from the loans. (Note 1)

\$ 3,417,000 from the COG/SCDOT highway improvement bond pool. (Note 2)

\$ 778,671 from COG aging/workforce investment subcontracts. (Note 3)

\$ 1,600,000 from federal/state direct grants programs. (Note 4)

\$12,046,671

Note 1 – In addition to the capital investment, 132 Oconee County jobs were positively affected by these funds.

Note 2 – Includes work on S.C. 93 and Wells Highway.

Note 3 – These funds go directly into the county's economic base. They also less the demand on county resources from a growing and increasingly significantly segment of the county's population.

Note 4 – Includes \$1,600,000 for the Westminster water system improvements, which will benefit much of the county, including the Oconee County Commerce Park.

Additional Services to Oconee County During 2004 Included:

- Facilitated Executive search efforts for the new county administrator position.
- Assisted county council in the Local Option Sales Tax campaign.
- Completed preliminary work on a natural hazard disaster mitigation plan, which will keep Oconee County eligible to apply for FEMA disaster planning and mitigation funds.
- Provided on-line mapping capability for the Oconee County Economic Development Commission, significantly enhancing that office's ability to recruit future industrial development.
- Reviewed 27 sewer discharge permit requests from Oconee County.
- Conducted terrorism awareness classes for 21 Oconee County-based first responder and health care personnel.

- Conducted additional management related training for 42 Oconee County-based local government personnel.
- Responded to 104 requests for economic and demographic information about Oconee County.
- Completed the 2004-2005 Oconee County Economic Profile.

Coming Up During 2005:

New COG programs and projects scheduled for 2005 will include, among others:

- Currently working on an application for \$500,000 for the Town of Salem water system improvement project.
- Providing training for Planning Commission and Boards of Appeal members to meet requirements of the 2003 Land Use Dispute Resolution Act.
- Continued expansion of our terrorism awareness and radiological emergency training programs.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 2/15/05
COUNCIL MEETING TIME: 3:00 p.m.

ITEM TITLE OR DESCRIPTION:

Approval for Milliken & Company to exercise option to purchase project as delineated in FILOT Agreement dated September 15, 1998.

BACKGROUND OR HISTORY:

In 1998 Milliken entered into FILOT Agreement with option to purchase project, it is their desire to purchase project and terminate the FILOT Agreement.

SPECIAL CONSIDERATIONS OR CONCERNS:

Oconee County must approve this purchase as per the 1998 agreement.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Recommend approval of the purchase.

FINANCIAL IMPACT:

The company will now be paying taxes rather than the fee-in-lieu.

ATTACHMENTS:

1998 Agreement

Submitted or Prepared By:

Opal O. Green
Department Head/Elected Official

Reviewed By/ Initials:

 County Attorney

_____ Finance

_____ Other

C: Clerk to Council

Approved for Submittal to Council:


Ron H. Rabun, County Administrator



February 9, 2005

Ms. Linda Nix
Auditor of Oconee County
415 S. Pine Street
Walhalla, SC 29691

RE: Milliken & Company/Oconee County – Termination of FILOT

Dear Ms. Nix:

Pursuant to Section 10.2 of the Lease Purchase Agreement dated September 15, 1998 (the "FILOT Agreement") by and between Oconee County (the "County") and Milliken & Company ("Milliken"), Milliken hereby exercises its option to purchase the Project for \$1. Enclosed please find Milliken's check made payable to the County for \$1 representing the option purchase price.

Also enclosed is a Bill of Sale for the County to execute and deliver to Milliken pursuant to Section 10.3 of the FILOT Agreement. Please arrange for the County to execute this Bill of Sale and then mail it to me. When you mail the Bill of Sale to me, the FILOT Agreement shall no longer be in force and effect.

I have also enclosed a check in the amount of \$4,070.56 made payable to the Oconee Tax Collector representing the amount owed by Milliken (which you calculated) under the second paragraph of Section 3.4 of the FILOT Agreement since Milliken did not make the \$5 million minimum investment. Please deliver this check to the tax collector for processing. A copy of the FILOT Agreement is also enclosed for your reference.

We have previously notified Ralph Coleman at the Department of Revenue that we are exercising this purchase option and terminating the FILOT Agreement so that the Department of Revenue can change its records to reflect the termination of this FILOT Agreement.

Please call me or Charles Lankford at 864-503-1686 if you have any questions regarding this matter. Thank you for your assistance on this matter.

Sincerely yours,

MILLIKEN & COMPANY


John S. Volk
Assistant Treasurer

CWL/cp

Enclosures

FEDERAL EXPRESS

1100 WALHALLA STREET, WALHALLA, SC 29691

Milliken & Company
Mail Stop 416
P.O. Box 1926
Spartanburg, SC 29304
Phone: (864) 503-1681, Fax: (864) 503-2073

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS that, this _____ day of February, 2005, Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina ("Seller"), in consideration of \$1,000 does hereby grant, bargain, sell, transfer and assign to Miliken & Company, a Delaware corporation ("Buyer"), its successors and assigns, the following property:

ALL PROPERTY DESCRIBED ON EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE,

TO HAVE AND TO HOLD all of the foregoing property unto Buyer, its successors and assigns, for its own and proper use thereof forever.

Seller represents and warrants that it is the lawful owner of the property sold hereunder and has the right to sell the same to Buyer; and that Buyer hereby has received good and marketable title thereto.

Seller does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the foregoing property unto Buyer and Buyer's successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale this _____ day of February, 2005.

OCCONEE COUNTY, SOUTH CAROLINA

Witness

By: _____
Chairman of County Council

Witness

Attest: _____ (SEAL)
Clerk of County Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

PROBATE

PERSONALLY appeared before me _____, who made
oath that (s)he saw _____, known personally to him/her as the
Chairman of the Oconee County Council, sign the foregoing Bill of Sale, and
_____, as the Clerk of the Oconee County Council attest the same, and
that (s)he, with the other witness subscribed above, witnessed the execution thereof as the
free act and deed of said county.

SWORN to before me this
____ day of February, 2005

Witness

Notary Public for South Carolina

My Commission Expires: _____

(50950v)

LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT is made as of September 15, 1998 by and between OCONEE COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council as the governing body of said County, and MILLIKEN & COMPANY, a Delaware corporation (the "Company").

WITNESSETH:

WHEREAS, the County is authorized and empowered by the provisions of Title 4, Chapter 12, Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, own, lease and dispose of the properties through which the industrial development of the State of South Carolina will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

WHEREAS, the Company is considering the expansion and improvement of its existing facilities and capabilities by the acquisition, installation and construction of textile and chemical manufacturing machinery, apparatus, equipment and improvements (the "Project") in Oconee County, the Project would involve an investment of at least \$5 million within the meaning of Section 4-12-30 of the Act, and the Company estimates that the Project may result in keeping jobs in Oconee County;

WHEREAS, the Company has requested the County to assist it (i) through the acquisition by the County of the Project and the leasing of the Project to the Company; and (ii) through the incentive of a payment in lieu of ad valorem taxes as authorized by Section 4-12-30 of the Act;

WHEREAS the County has given due consideration to the economic development impact of the Project, and hereby finds and determines that (i) the payments in lieu of ad valorem taxes set forth herein are beneficial to the Project, (ii) the Project is anticipated to benefit the general public welfare of Oconee County by providing services, employment, recreation or other public benefits not otherwise provided locally, (iii) the Project and the leasing thereof will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either, (iv) the purposes to be accomplished by the Project, i.e., economic development, keeping of jobs and addition to the tax base of the County, are proper governmental and public purposes, (v) the inducement of the location or expansion of the Project within the County and State is of paramount importance and (vi) the benefits of the Project will be greater than the costs;

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Certain terms used in this Agreement shall have the meanings given to them in Section 1.2 of this Agreement, unless the context clearly indicates otherwise. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

Section 1.2. These terms are defined under this Agreement as follows:

"ACT" means Title 4, Chapter 12, Code of Laws of South Carolina, 1976, as amended.

"AGREEMENT" means this Lease Purchase Agreement.

"APPLICABLE GOVERNMENTAL BODY" means each governmental entity within the State having jurisdiction over or the right to approve or disapprove any or all of the Documents.

"CHAIRMAN" means the County Supervisor/Chairman of County Council (or anyone authorized to act in his stead whenever he is unavailable to act).

"CLERK" means the Clerk of County Council (or anyone authorized to act in her stead whenever she is unavailable to act).

"COMPANY" means Milliken & Company, a Delaware corporation, and its successors and assigns.

"COUNTY" means Oconee County, South Carolina, and its successors and assigns.

"COUNTY COUNCIL" means the County Council of the County.

"DOCUMENTS" mean the Ordinance, this Agreement and Bills of Sale.

"EQUIPMENT" means certain machinery, apparatus, and equipment (excluding that described in Section 8.8 hereof) acquired, constructed and installed in the Company's facilities located at Oconee County during the period that is sixty days prior to the date of that certain Inducement Resolution of the County with respect to the Project of the Company done in meeting duly assembled on August 18, 1998 until the end of the Project Period; all as described more fully

in Exhibit A, as amended from time to time, attached or to be attached hereto which, by this reference, is incorporated herein.

"LEASE TERM" means the duration of the leasehold estate in this Agreement with respect to each asset, as specified in Section 3.3 hereof.

"NET PROCEEDS", when used with respect to any insurance award, means the gross proceeds from the insurance award remaining after payment of all expenses (including attorneys' fees and any other collection expenses) incurred in the collection of such gross proceeds.

"ORDINANCE" means the Ordinance (including all amendments thereto) authorizing the lease agreement between the County and the Company, which is set forth in this Agreement.

"PAYMENTS-IN-LIEU-OF-TAXES" means those payments-in-lieu-of-taxes to be paid by the Company to the County pursuant to Section 3.4 of this Agreement.

"PROJECT" means the Equipment which will be acquired, installed and constructed by the Company and transferred to the County and leased to the Company hereunder.

"PROJECT PERIOD" means the five-year period ending on December 31, 2003, which is the five-year period following the end of the property tax year as of which the Lease Purchase Agreement between the Company and the County was executed.

"STATE" means the State of South Carolina.

- End of Article I -

ARTICLE II REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1. Representations, Warranties and Covenants by the County: The County makes the following representations and warranties to the Company and covenants with the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to execute and fulfill its obligations described in the Documents. The County has been duly authorized by proper action of the County Council to execute and deliver such of the Documents as require execution by it and to enter into and fully perform the transactions required of it under those documents.

(b) Neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with or will result in a breach of any of the terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the County, wherein an unfavorable decision, ruling or finding may or would adversely affect the County or the consummation of the transactions described in the Documents.

(d) Neither the existence of the County nor the rights of the Chairman or any members of County Council to their offices is being contested and none of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(e) All consents, authorizations and approvals required on the part of the County, the State and all other Applicable Governmental Bodies in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(f) The Documents executed (or to be executed) by the County are (or, when executed, will be) legal, valid and binding obligations of the County, enforceable against the County in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(g) The Chairman is fully authorized to execute the Documents on behalf of the County and the Clerk is authorized to attest to his signature and to seal the Documents.

(h) At the commencement of the Lease Term, the County will authorize the Company to acquire, construct and install the Equipment, and to do all other things deemed necessary in connection with the Project, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

Section 2.2. Representations, Warranties and Covenants by the Company. The Company makes the following representations and warranties to the County and covenants with the County as follows:

(a) The Company is a corporation duly organized and validly existing under the laws of Delaware and is qualified to do business in South Carolina. The Company has all necessary power to execute and fulfill its obligations described in the Documents and has been duly authorized to do so.

(b) Neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with, or will result in a breach of any of the terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which the Company is now a party or by which it is bound or will constitute a Default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company which materially restricts the Company's ability to make any payments hereunder, other than as may be created or permitted by this Lease.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Company wherein an unfavorable decision, ruling or finding may or would adversely affect the Company or the transactions described in the Documents.

(d) The Documents executed (or to be executed) by the County are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(e) At the commencement of the Lease Term, the Company does hereby agree, to acquire, construct and install the Equipment and to do all other things deemed necessary in connection with the Project, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

- End of Article II -

ARTICLE III LEASE TERM, PROPERTY AND RENTAL

Section 3.1. Demise of the Equipment. The County demises and leases to the Company, and the Company leases from the County, the Equipment, in consideration of the Payments-In-Lieu-Of-Taxes set forth in Section 3.4 hereof, and otherwise in accordance with the provisions of this Agreement. Immediately after receipt of title to any Equipment, the County shall enter into an amendment of this Agreement with the Company which amendment shall add such Equipment to Exhibit A hereto.

Section 3.2. Property. The Company shall create and at all times maintain updated listings of the Equipment, showing a general description and cost of each asset and the date that each asset became subject to this Agreement. Such listings shall be attached by the Company as exhibits to its copy of this Agreement and provided to the County at its request, subject to the confidentiality provisions contained herein.

Section 3.3. Lease Term. The County agrees to deliver to the Company sole and exclusive possession of the Equipment for twenty (20) years from December 31 of the year during which each asset is placed in service, and the Company thereupon and thereafter shall have sole and exclusive possession of each asset during that period.

Section 3.4. Payments-In-Lieu-Of-Taxes. Pursuant to the terms of the Inducement Agreement, as amended, the Company has agreed to invest at least \$5,000,000 on or before December 31, 2002 in order to qualify for the negotiated payment in lieu of taxes referred to in this Section. In consideration of the Lease of the Equipment hereunder, the Company shall be required to make payments to the County in lieu of taxes. Such amounts shall be calculated and payable as follows: On the third day of January of each year of the Lease Term, beginning with the second calendar year following the calendar year in which any Equipment is placed into service, and on the third day of January immediately following the termination of the Lease Term, the Company shall pay the County an amount equal to the amount that would be due as taxes on each asset that was included on January 1 of the immediately preceding year within the Equipment and that had been placed into service prior to such January 1 as if it were taxable, but using (i) an assessment ratio of six percent (6%), (ii) a fixed millage rate of 193.0 mills with respect to the Defore Plant, and (iii) the fair market value of each such asset, which value shall be determined using the original tax basis for South Carolina income tax purposes less all deductions for depreciation allowed by the tax laws and Section 4-12-30 of the Code of Laws of South Carolina, as amended, and all applicable property tax exemptions except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State and the exemption allowed pursuant to Section 12-37-220B(32) and (34) of the Code of Laws of South Carolina, 1976, as amended. The payments required by this Section 3.4 shall apply with respect to each item of property comprising part of the Project for a period of twenty years commencing on December 31 of the year in which such item of property was placed into service, unless this Agreement shall be terminated earlier pursuant to the Company's option to purchase set forth in Article X or pursuant to any other provision hereof calling for termination prior to the end of the lease term. This Section 3.4 shall apply only to property comprising part of the Project which is placed into service prior to January 1, 2004.

A failure by the Company and any Sublessee to make an initial investment of \$5,000,000 in the Project on or before December 31, 2002 shall result in the treatment prescribed for the failure to make an appropriate minimum investment pursuant to Section 4-12-30(c)(2) of the Act.

Section 3.8 of this Agreement sets forth the Payments-In-Lieu-Of-Taxes rules applicable to Disposed Equipment and Replacement Equipment (as such terms are defined in such section).

Section 3.5. Certain Income Tax Matters. The Company shall be entitled to all state and federal investment tax credits, allowances for depreciation and other similar tax relief provisions relating to the Project, and the County agrees to do all things necessary or proper to confirm this right, provided the Company shall pay the expenses incurred in that undertaking.

Section 3.6. Covenant of Quiet Possession. The County does not make any representation or covenant that the Company shall have quiet and peaceable possession of the Project; provided, however, the County agrees that it will not take or cause another party to take or cause another party to take any action to interfere with the Company's peaceful and quiet enjoyment of the Project. In the event peaceful and quiet enjoyment of the Project shall be denied to the Company or contested by anyone, the County shall, upon request of the Company, join where necessary in any proceeding to protect and defend the quiet enjoyment of the Company, provided that the Company shall pay the entire cost of any such proceeding and shall reimburse and indemnify and hold harmless the County from any cost or liability whatsoever resulting therefrom.

Section 3.7. Surrender of Project. Except as otherwise expressly provided in this Agreement, at the expiration or sooner termination of the Lease Term, the County agrees to surrender possession of the Project peaceably and promptly to the Company in as good condition as at the commencement of the Lease Term, loss by fire or other casualty covered by insurance and ordinary wear, tear and obsolescence only excepted.

Section 3.8. Equipment Disposed of or Replaced.

(a) In the event that the Company determines that any portion of the Equipment should be scrapped or sold (hereinafter the "Disposed Equipment"), the Company may dispose of the Disposed Equipment without the prior consent of the County. In the event that instruments or documents transferring title from the County to the Company are necessary to permit the Company to dispose of the Equipment, the County upon request shall promptly execute any such agreements, instruments and other documents as may be necessary or desirable to cause the transfer of title, without consideration, from the County to the Company. Such agreements, instruments and other documents shall be prepared by the Company at the Company's expense. At the end of each of the Company's fiscal years during the Lease Term, the Company shall notify the County of the Company's disposal of the Disposed Equipment during such fiscal year. Upon notice from the Company to the County of the disposal of such Disposed Equipment, such Disposed Equipment shall no longer constitute Equipment under this Agreement, and the Payments-In-Lieu-Of-Taxes payable under Section 3.4 hereof shall be reduced in accordance with the provisions of Section 4-12-30(F)(1) of the Act. Nothing in this Section 3.8 shall restrict the Company's ability to dispose of the Equipment pursuant to Section 4-12-30(N) of the Act.

(b) In the event that the Company desires that machinery or equipment be placed in service as a replacement for Equipment which has been placed in service (hereinafter the "Replacement Equipment"), the Company may acquire and place in service such Replacement Equipment without the consent of the County. The Company shall, at its expense, prepare all such agreements, instruments and other documents as may be necessary or desirable to cause the transfer of title, without consideration, to the County of the Replacement Equipment. Replacement Equipment need not serve the same function as the Equipment it replaces, and more than one piece of property can constitute Replacement Equipment in replacement of Equipment. The County agrees that it shall execute and deliver any such agreements, instruments and other documents which, in its reasonable judgment, conform to this Agreement. Upon transfer to the County of title to any Replacement Equipment, such Replacement Equipment shall constitute Equipment under this Agreement to the extent that the income tax basis of the Replacement Equipment does not exceed the income tax basis of the Equipment which it replaces. The Payments-In-Lieu-Of-Taxes payable under Section 3.4 hereof shall be adjusted in accordance with the provisions of Section 4-12-30(F)(2) of the Act. The Replacement Equipment shall have the same fixed millage rate period, lease term and assessment ratio as did the Equipment which it replaces for purposes of Section 3.4 hereof.

- End of Article III -

ARTICLE IV PROPERTY TAX EXEMPTION AND ABATEMENT

Section 4.1. Protection of Tax Exempt Status of the Project. In order to insure that the Project is not and will not become subject to State, County or other local property taxes, the County and the Company covenant that:

(1) all rights and privileges granted to either party under this Agreement or any other Documents shall be exercised so that if any conflict between this section and any other provision in any document shall arise, then in that case, this section shall control; and

(2) the County and the Company have not committed or permitted and will not commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to County or other local property taxes; and

(3) the County and the Company will maintain the identity of the Project as a "project" in accordance with the Act.

Section 4.2. Rescission and Reversion in the Event of Termination. In the event it shall be conclusively and finally determined by a court of competent jurisdiction that the Project is

subject to State, County, or other local property taxes, then the provisions of Section 11.1 shall apply.

- End of Article IV -

ARTICLE V CONSTRUCTION AND ENFORCEMENT

Section 5.1. Agreement to Acquire and Install the Project. The Company agrees that it will cause the Equipment to be acquired, constructed and installed. The Company agrees to complete the installation of the Equipment in no event later than the end of the Project Period.

Section 5.2. Minimum Cost. The Company agrees that the cost of the Equipment it will acquire and transfer to the County during the Project Period will be at least five million dollars (\$5,000,000.00).

- End of Article V -

ARTICLE VI EFFECTIVE DATE

Section 6.1. Effective Date. This Agreement shall become effective upon its delivery, and shall continue in full force and effect until the termination of the Lease Term or the termination of this Agreement pursuant to Section 10.1 hereof.

- End of Article VI -

ARTICLE VII MAINTENANCE AND INSURANCE

Section 7.1. Maintenance and Modifications of Project. The Company agrees that it will at its own expense keep the Project in reasonably safe condition and keep the Project in good repair and operating condition, reasonable wear and tear only excepted. The Company may, also, at its own expense, make from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes and that do not adversely affect the use of the Project for the purpose for which it is intended and which (i) do not change the nature of the Project as a "project" under the Act, and (ii) do not affect the tax-exempt status of the Project with respect to property taxes.

Section 7.2. Insurance Required.

(a) The Company shall, at no cost to the County and at all times, keep the Project continuously insured (or cause the Project to be insured or self-insured) against loss by fire, windstorm, hail, water damage, theft, explosion and any other perils generally insured against by industries and businesses similar to the Company.

(b) At all times the Company shall at no cost to the County maintain or cause to be maintained:

(i) Public liability personal injury insurance against claims for bodily injury to or death of third persons occurring upon, in or about the Project; and

(ii) Public liability property damage insurance, insuring against claims for damage to property of third persons occurring upon, in or about the Project.

(c) The Company may self-insure with respect to the risks set forth in subsections (a) and (b) of this Section 7.2, provided that such self-insurance is maintained in the same manner that it self-insures with respect to similar property owned by the Company.

(d) If the Company does not self-insure with respect to risks set forth in this section, all insurance required by this Section 7.2 shall be effected with responsible insurance companies qualified to do business in the State of South Carolina selected by the Company and may be written with deductible amounts, co-insurance features and exceptions and exclusions comparable to those in similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. Such insurance can be in the form of a blanket policy or policies, including an excess limits (umbrella) policy or policies.

(e) The Company shall have the sole right and responsibility to adjust any loss with any insurance company.

Section 7.3. Application of Net Proceeds of Insurance. The net proceeds of any casualty insurance shall be paid and applied as provided in Section 7.5 of this Agreement. The net proceeds of any liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds shall be paid.

Section 7.4. Advances by the County. In the event that the Company shall fail to comply with any covenant or agreement contained in or incorporated into this Agreement, the County after ten (10) days advance written notice to the Company, may (but shall be under no obligation to) make the required payments or take all other action that the County may deem necessary to cause the Company to comply with any covenant or agreement contained in or incorporated into this Agreement; and all amounts so advanced by the County shall become an additional obligation of

the Company. The Company agrees to pay upon demand the amounts so advanced with interest at the rate paid by the County from the date of advancement to the date of payment.

Section 7.5. Damage

(a) If prior to expiration of the Lease Term, the Project or any component thereof is damaged by fire or other casualty, the Company will, at its election, either:

- (i) promptly replace the property affected with substantially similar property of equal value (after ordinary depreciation but without regard to the damage), or
- (ii) scrap, sell, or otherwise dispose of the damaged property pursuant to Section 3.8, or
- (iii) restore the property affected to substantially the same condition that existed prior to the occurrence of damage,

with such changes, alterations and modifications (including the substitution and addition of other property) that may be desired by the Company and that (i) do not adversely affect the use of the Project for the purpose for which it was intended, (ii) do not impair the tax exempt status of the Project with regard to property taxes, and (iii) do not affect the qualification of the Project as a "project" under the Act. The Company shall apply so much as may be necessary of any Net Proceeds of insurance resulting from claims for such losses in order to carry out its chosen alternative.

(b) If the Company elects to replace or repair and if the Net Proceeds of any insurance are not sufficient to pay in full the costs of repair or replacement, the Company will nonetheless complete this undertaking and will pay that portion of all costs in excess of the amount of the Net Proceeds of insurance. The Company shall not be entitled to any reimbursement from the County for payment of these excess costs.

(c) All Net Proceeds remaining after payment of all costs of repair or replacement shall be the property of the Company.

Section 7.6. Utility Charges and Other Governmental Charges. The County and the Company acknowledge that (i) pursuant to the Act, no part of the Project owned by the County will be subject to taxation in the State, (ii) under present law the income and profits (if any) of the County from the Project are not subject to either United States or State taxation, (iii) under present law there is no tax imposed upon leasehold estates in the State, and (iv) these factors, among others, have induced the Company to enter into this Agreement.

However, in addition to the payments in lieu of taxes and any other taxes and governmental charges that may lawfully be assessed, levied or imposed against the Company, the Company will pay, as the same become due, all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project and all general assessments and charges lawfully made by any governmental body for general public improvements that may be levied with respect to the Project.

- End of Article VII -

ARTICLE VIII SPECIAL COVENANTS

Section 8.1. Ownership and Operation of the Project. The County shall own the Project and shall not convey any interest in the Project to any person or party except the Company as provided herein.

Section 8.2. No Warranty of Condition or Suitability by the County. The County makes no warranty, either express or implied, as to the condition of the Project, or that it is or will be suitable for the Company's purposes or needs.

Section 8.3. County's Right of Access to the Project and Company Records. The County acknowledges and understands that the Company utilizes trade secrets in the conduct of its business and that any disclosure of that information, including financial, sales and manufacturing information, would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company and the County. Therefore, the County agrees that, without the prior express written permission of the Company, it will not (i) request or be entitled to receive any such confidential and proprietary information, (ii) request or be entitled to inspect the Project or any property associated therewith, or (iii) disclose or otherwise divulge any such confidential and proprietary information to any other person, firm, governmental body or agency, or other entity, except as required by law and after providing to the Company notice of such proposed action and the opportunity to contest.

Section 8.4. Indemnification Covenants.

(a) The Company shall and agrees to indemnify and save the County and its officers, agents and employees harmless against and from all claims arising during the Lease Term from (i) the conduct or management of, or any work or thing done on, the Project, (ii) any condition of or on the Project, (iii) any breach or default on the part of the Company in the performance of any of its obligations under this Agreement, (iv) any act of negligence or any negligent omission to act of the Company or of any of its agents, contractors, servants, employees or licensees, and

(v) any act of negligence or any negligent omission to act of any lessee or assignee of the Company. The Company shall indemnify and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice, the Company at its own expense shall defend the County in any such action or proceeding, provided, however, the County may at its sole discretion retain independent legal counsel, the expense of which shall be paid by the Company.

(b) Notwithstanding the fact that it is the intention of the parties that the County shall not incur any pecuniary liability to any third-party (i) by reason of the terms of this Agreement or the undertakings of the County required hereunder, (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, or (iii) by reason of the operation of the Project, including claims, liabilities or losses arising in connection with the violation of any statutes or regulations, nevertheless, if the County should incur any such pecuniary liability, then in that event the Company shall indemnify and hold harmless the County against all pecuniary claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought on such claim, and upon notice from the County, the Company at its own expense shall defend the County in any such action or proceeding.

(c) The Company's obligation to indemnify the County as set forth in this Section 8.5 is conditioned upon the Company receiving reasonably prompt notice of any action or inaction of the Company giving rise to potential indemnification hereunder. The Company shall have the sole authority to defend and settle any action or matter for which indemnification by the Company is sought hereunder.

Section 8.6. Environmental Representations; Environmental Indemnity. To the actual knowledge of the Company representative signing this Agreement, based on reasonable investigations, the Company warrants and represents to the Indemnified Parties, that (a) the Project and the Leased Land are now and at all times hereafter while owned by the Company will continue to be in material and reasonable compliance with all applicable federal, state, and local environmental laws and regulations, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 2767, 42 USC 9601 et seq., and the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Public Law No. 99-499, 100 Stat. 1613, and (b) to the extent required by law, the Company has fully disclosed to the South Carolina Department of Health and Environmental Control in writing the existence, extent and nature of any such hazardous materials, substances, wastes or other environmentally regulated substances, which the Company is legally authorized and empowered to maintain on, in or under the Project and the leased land or use in connection herewith, and the Company has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and

requirements of such licenses, permits and approvals. The Company hereby indemnifies and agrees to hold the County harmless from and against any damages, fines, charges, expenses, fees, attorney fees and costs incurred by the County in the event the County, as lessor under this Lease, is hereafter determined to be responsible for any remediation costs or in violation of any environmental laws, rules or regulations applicable thereto, and this indemnity shall survive any foreclosure or deed in lieu of foreclosure. This indemnity includes, but is not limited to, any damages, claims and fees arising out of any claim for loss or damage to property or persons, contamination of or adverse effect on the environment or any violation of statutes, ordinances, orders, rules or regulations of any governmental agency or entity, caused by or resulting from any hazardous material, substance or waste previously, now or hereafter on or under, or released from the Project. Notwithstanding anything in this Lease to the contrary, the provisions of this Section shall survive termination of this Lease.

Section 8.7. Assignment and Subleasing. To the extent permitted by applicable law, this Agreement may be assigned by the Company or any assignee, and the Project may be subleased by the Company or any sublessee without the necessity of obtaining the consent of the County, subject, however, to each of the following conditions:

(a) No assignment or subleasing shall relieve the Company from primary liability for any of its obligations hereunder, and in the event of any such assignment or subleasing the Company shall continue to remain primarily liable for performance and observance of the other agreements on its part herein provided to be performed and observed by it.

(b) The assignee or sublessee shall assume the obligations of the Company hereunder to the extent of the interest assigned or subleased.

(c) The Company shall, within ten (10) days after the delivery thereof, furnish or cause to be furnished to the County a true and complete copy of each such assignment or sublease, as the case may be.

Section 8.8. Restrictions on Sale of Project by County and on Liens on this Agreement. The County agrees that, except as set forth in this Agreement, it will not sell, transfer, convey, mortgage, encumber or otherwise dispose of any part of the Project during the Lease Term. The County agrees that it will not sell, transfer, convey, mortgage, encumber or otherwise dispose of any of its rights under this Agreement, except any of its rights to payments under Section 3.4 hereof.

Section 8.9. Installation of Company's Own Machinery and Equipment. The Company may from time to time, in its sole discretion and at its own expense, install machinery, equipment and other property at its facilities located at Oconee County. All such machinery, equipment and other property shall remain the sole property of the Company and the Company may remove the same from such facilities at any time, in its sole discretion and at its own expense. The Company

may create any mortgage, encumbrance, lien or charge on any such machinery, equipment and other personal property provided that the same will not diminish or impair the County's title to the Project.

- End of Article VIII -

ARTICLE IX
EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. The occurrence of any one or more of the following events shall be an "Event of Default" under this Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or any other amount required under this Agreement; or

(b) If the Company shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company (other than as referred to in Section 9.1(a)), and such failure shall continue for a period of thirty (30) days after written notice of default has been given to the Company by the County; provided, if by reason of "force majeure" as hereinafter defined the Company is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than thirty (30) days to cure such default and the Company is diligently attempting to cure such default, to the extent permitted by law, there shall be no Event of Default during such inability. The term "force majeure" as used herein shall mean circumstances over which the parties have no control, such as acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; orders of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisition, confiscation, or commandeering of property; fuel restrictions; or general shortages of transport, goods, or energy.

Section 9.2. Remedies on Default. Whenever any Event of Default shall have happened and be subsisting the County may take whatever action at law or in equity may appear necessary or desirable to collect the payments then due or to enforce performance and observance of any obligation, agreement or covenant of the Company under the Documents.

Section 9.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 9.4. Agreement to Pay Attorney Fees and Expenses. In the event there shall occur an Event of Default and the County should employ attorneys or reasonably incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Company or reasonably incur expenses for the protection of or realization upon collateral given to secure these obligations and agreements, the Company shall upon demand pay to the County the reasonable fees and expenses of such attorneys and such other reasonable expenses so incurred by the County.

Section 9.5. No Additional Waiver Implied by One Waiver. In the event any warranty, covenant or agreement contained in this Agreement should be breached by the Company or the County and thereafter waived by the other party to this Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

- End of Article IX -

ARTICLE X OPTIONS IN FAVOR OF THE COMPANY

Section 10.1. Option to Terminate. At any time the Company may terminate this Agreement by paying to the County the amounts specified in Section 10.2.

Section 10.2. Option to Purchase the Project. The Company shall at all times, including the continuance of an Event of Default, have the option to purchase the Project for a purchase price of one dollar (\$1.00) together with all reasonable costs, fees and expenses of the County in connection with such sale and together with all amounts due to the County under this Agreement and the other Documents. The County, through its County Council, has expressly determined, and by the granting of this option does reaffirm, that this option to purchase is in the best interest of the County and in furtherance of the purpose of the Act.

Section 10.3. Conveyance on Exercise of Option to Purchase. At the closing of the purchase pursuant to the exercise of the option to purchase granted herein, the County will, upon receipt of the purchase price, deliver to the Company documents, including a Bill of Sale for the Equipment, conveying to the Company good and marketable title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to the County, and (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented. The documents aforementioned shall be in form and substance reasonably satisfactory to the Company and the Company's counsel.

- End of Article X -

ARTICLE XI
ADDITIONAL RIGHTS OF COMPANY AND COUNTY

Section 11.1. Rescission. In the event that the Act is determined to be invalid or is repealed or is for any reason deemed not to be applicable to the transactions between the County and the Company contemplated by the Ordinance and this Agreement, the parties hereby agree that all transactions described in or contemplated by the Documents shall be rescinded as of the dates that they occurred and that the status quo ante such transactions shall be restored completely, including payment by the Company of all of the County's expenses reasonably incurred in connection with the rescission of such transactions and the grant to the Company of all tax and similar benefits which it would have been allowed but for the transactions contemplated by the Ordinance (including, specifically but not limited to, the applicable portion of five year abatement of property taxes under State law).

- End of Article XI -

ARTICLE XII
MISCELLANEOUS

Section 12.1. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing.

Section 12.2. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

Section 12.3. Severability. Except with respect to Article XI relating to wholesale invalidity, in the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that holding shall not invalidate or render unenforceable any other provision of this Agreement.

Section 12.4. Payments Due on Saturday, Sunday and Holidays. Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

Section 12.5. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company.

Section 12.6. Execution of Counterparts. This Agreement may be executed in several counterparts, only one of which shall be an original for Uniform Commercial Code perfection.

purposes; provided, however, that any action may be brought upon any counterpart of this Agreement or any counterpart of any document that is attached to this Agreement as an exhibit.

Section 12.7. Law Govering and Constroction of Agreement. This Agreement is prepared and entered into with the intention that the laws of the State shall govern its construction. This Agreement supersedes all prior agreements and communications between the parties respecting the subject matter hereof.

IN WITNESS WHEREOF, OCONEE COUNTY, SOUTH CAROLINA, and MILLIKEN & COMPANY, each pursuant to due authority, have duly executed this Agreement, all as of the date first above written.

OCONEE COUNTY, SOUTH CAROLINA

Nail Klein By: Harrison E. Orr
Witness Supervisor, County Council

Sheila L. O'Hellery Attest: One O. Brown (SEAL)
Witness Clerk of County Council

MILLIKEN & COMPANY, a Delaware Corporation

John [unclear] By: [unclear]
Witness Title: VICE PRESIDENT

Charles [unclear] Attest: _____ (SEAL)
Witness Title: _____

**EQUIPMENT PLACED IN SERVICE BY YEAR
UNDER FEE-IN-LIEU AGREEMENT
WITH OCONEE COUNTY
AS OF 12/31/2003**

Exhibit A

BEFORE PLANT

<u>YEAR</u>	<u>ASSET DESCRIPTION</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
1998	COMPUTER EQUIPMENT	1	56,750
1998	OPTI - TWIST MONITORING	1	44,499
1998	WINDER YARN CORRALS	1	16,761
			<u>118,020</u>
	LESS POLLUTION CONTROL		12,252
			<u>105,768</u>
1999	COMPUTER EQUIPMENT	1	11,045
1999	ADD CHG MAYER WEFT INSERTION MACHINE	3	88,989
1999	TAKE-UP/DOFF SCANNERS	1	73,315
1999	BEAM STORAGE	1	56,684
1999	HOIST	1	4,324
1999	LASERSTOP CONTROLS	1	33,155
1999	CHARIOT BOXES	1	11,240
1999	FLOORING	1	4,232
1999	DOFF ASSIST LIMA	1	1,837
1999	STORAGE CABINETS	1	2,951
1999	SELVAGE WINDERS	1	3,155
1999	MAYER MONITORING	1	7,936
1999	BARCO INTERFACE	1	23,389
1999	TELEPHONE SYSTEM	1	3,623
1999	BEAM SHAFTING MACHINE	1	26,123
			<u>351,978</u>
	LESS POLLUTION CONTROL		87,462
			<u>264,516</u>
2000	TELEPHONE SYSTEM	1	29,891
2000	ADD CHG DEC SERVER	1	3,109
2000	SCANNAIR INFRARED 3 CHANNEL ST	1	4,450
2000	BEAM CARTS	2	6,699
2000	CEPA 2000 UNIT	1	2,800
2000	HOLD-DOWN SYSTEM FOR INSPECTION	1	11,516
2000	ADD CHG HOIST	1	2,318
2000	ADD CHG TAKE-UP/DOFF	1	4,719
2000	EXCEL A-FRAME PIN TRUCKS	16	12,130
2000	ULTRASONIC LEAK DETECTOR	1	2,640
2000	LIFT TRUCK/BATTERY/CLAMP	1	39,038
2000	LASER EMITTER, RECEIVER, CHANNEL	1	13,650
			<u>132,960</u>
	LESS POLLUTION CONTROL		19,392
			<u>112,968</u>
2001	STRAPPER	1	9,983
2001	BATTERIES	2	6,850
2001	LASER WANDS	1	5,657
2001	FAX MACHINE	1	321
			<u>22,841</u>
	LESS POLLUTION CONTROL		3,357
			<u>19,474</u>
2002	POWEREDGE SERVER	1	7,904
2002	FABRIC SCANNERS	6	35,000
2002	INSPECTION SYSTEM	1	51,625
			<u>94,529</u>
	LESS POLLUTION CONTROL		17,325
			<u>77,204</u>

EQUIPMENT PLACED IN SERVICE BY YEAR
 UNDER FEE-IN-LIEU AGREEMENT
 WITH OCONEE COUNTY
 AS OF 12/31/2003

Exhibit A

BEFORE PLANT

<u>YEAR</u>	<u>ASSET DESCRIPTION</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
2003	MONITORING SYSTEM/ABB DRIVE BOARDS	1	10095
2003	BEAM STANDS	2	4,941
2003	BATTERIES, CHARGERS, LIFT TRUCKS	4	52,330
2003	BEAM RACKS/BEAMS	48	43,209
2003	TAKE-UPS	1	36,554
2003	LIGA INSERTION MACHINES	2	685,155
2003	ROLL PACKING ASSEMBLY	1	5,976
2003	NOISE METER	6	2,370
2003	CEPA 2000 WITH COUNTER	9	38,055
2003	BATTERY CHARGER	1	2,209
2003	CAMERA WITH ACCS	1	8,055
			<u>1,088,945</u>
	LESS POLLUTION CONTROL		<u>19,108</u>
			<u>1,069,837</u>
	TOTAL OCONEE COUNTY		<u><u>1,669,767</u></u>

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE:
COUNCIL MEETING TIME:

ITEM TITLE OR DESCRIPTION:

Intergovernmental Agreement and Memorandum of Understanding

BACKGROUND OR HISTORY:

Recent changes to the SWAG agreement have been made and the Memorandum of Understanding with the Cities. The attorneys for the cities, sewer commission and County have met and agreed upon these changes.

SPECIAL CONSIDERATIONS OR CONCERNS:

See changes in SWAG, specifically Section 1.01(6), Section 2.01(10) and all of Article V.

STAFF RECOMMENDATION:

Approval of agreement and authorization of Chairman to sign

FINANCIAL IMPACT:

If we can legally do so, it will obligate the County to pay remaining \$5,3000,000 1997 bond payment for the payment of the Congerss Creek Wastewater Treatment Plant.

ATTACHMENTS: Agreements attached:

Submitted or Prepared By:

Brad Norton
Department Head/Elected Official

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

Reviewed By/ Initials:

_____ County Attorney
_____ Finance
_____ Other

CC: Clerk to Council

[Revised February 9, 2005]

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

)
)
)

**INTERGOVERNMENTAL
AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT made and entered into this _____ day of February, 2005, by and between OCONEE COUNTY, South Carolina, hereinafter called "the County", and the CITIES of SENECA, WESTMINSTER, WALHALLA AND WEST UNION, hereinafter called "the City", and the OCONEE COUNTY SEWER COMMISSION, hereinafter called "the Commission", and it is hereby contracted and agreed by and between the parties hereto as follows:

ARTICLE I

The governing body of each of these entities has found this Agreement to be in the best interest of the public and each has approved this Agreement and authorized its execution by the undersigned officers.

NOW THEREFORE, for and in consideration of the terms and conditions herein, the parties do hereby agree as follows:

FACTUAL BACKGROUND

Section 1.01

1) The CITY is a municipal corporation duly chartered by the State of South Carolina and pursuant to applicable constitutional and statutory provisions relative thereto. The CITY has heretofore established and now operates a municipal water and sewer system, which generally serves the entire area of the CITY and populated areas immediately adjacent to its

corporate limits.

2) The COUNTY is a body corporate and politic which is governed by a County Council and which, by virtue of Section 16 of Article VIII of the Constitution of the State of South Carolina, as well as other enabling legislation, is fully empowered to enter into this Intergovernmental Agreement.

3) The COMMISSION is a Commission created by S.C. Legislative Act in 1971 and currently organized pursuant to Oconee County Ordinance 78-2 whose primary function is to transport and treat wastewater and to collect wastewater in accordance with this Agreement.

4) As a means of setting forth the matters of essential inducement which have resulted in the making of this Intergovernmental Agreement, the parties hereto agree that the pertinent facts with respect thereto are set forth in the remaining sections of this Article.

5) The County and the City agree that it is in the best interest of both the County and the City for there to be controlled industrial and residential growth in the unincorporated areas of Oconee County. The County and the City agree that in order for there to be controlled industrial and residential growth in the unincorporated areas of Oconee County that water and sewer infrastructure will be necessary.

6) The County and City agree that nothing in this Intergovernmental Agreement shall be construed as an impediment to annexation by the City. The County agrees not to oppose any Petition for annexation received by the City. The parties agree that the City may make connection to the city water system contingent upon annexation notwithstanding the provisions of Section 4.03 herein.

7) The County and City agree that the intent of the Agreement is:

(a) To facilitate the working together of the County and the Cities for their mutual benefit and progress through the expansion of sewer systems and water systems. (b) To protect the Cities from the costs related from system expansions outside of municipal limits, unless the cities decide to expand their systems outside of their municipal limits.

(c) To assure fair treatment for entities wishing to connect to the water and sewer system and receive water and sewer service.

(d) To state that the County, Commission and City understand that a different rate structure should apply for water and/or sewer service outside of a City's municipal limits and that Cities and Commission should receive a return for providing water and/or sewer service, and that this return is essential for maintaining the current system and for expansion of the system.

(e) NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS ALTERING OR CHANGING ANY AGREEMENTS BETWEEN THE SIGNATORIES OF THIS AGREEMENT CONCERNING WATER AND/OR SEWER TERRITORIES.

ARTICLE II

DEFINITIONS

Section 2.01

In this Intergovernmental Agreement, unless a different meaning appears from the context:

1) AGREEMENT shall mean this document, duly executed by the parties, and all amendments hereinafter made.

2) ARTICLES, SECTIONS and PARAGRAPHS mentioned by number are the respective

Articles, Sections and Paragraphs so numbered.

- 3) CITY shall mean the City of Seneca, Walhalla, Westminster and West Union, as identified in Section 1.01 (1).
- 4) COLLECTION SYSTEM are those whose primary function is the collection of sewage from multiple and individual users in pipes eight (8") inches in diameter or larger with a manhole. Collection systems would normally include areas such as subdivisions, or streets where numbers of users exist, and from where sewage must be collected.
- 5) COMMISSION shall mean the Oconee County Sewer Commission.
- 6) COUNTY shall mean Oconee County.
- 7) DHEC shall mean South Carolina Department of Health and Environmental Control.
- 8) EPA shall mean the Environmental Protection Agency, an agency of the United States Government.
- 9) FORCE MAINS shall mean the discharge pipes from sewer pump stations that transport sewer under pressure, as contrasted to gravity lines which transport sewer by the natural fall of water in a downhill direction.
- 10) MEMORANDUM OF UNDERSTANDING shall mean the Memorandum of Understanding signed by the County and Commission and attached hereto as Exhibit "A".
- 11) OCSC shall mean the Oconee County Sewer Commission.
- 12) PARTY OR PARTIES shall mean the signatories to this Intergovernmental Agreement and their successors and assigns.
- 13) PIONEER shall mean Pioneer Rural Water District.
- 14) PUBLICLY OWNED TREATMENT WORKS or POTW shall mean any devices or

systems used in the collection, storage, treatment, recycling and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a municipal or regional treatment plant.

15) SERVICE CONNECTION shall mean a connection from an individual sewer user to a sewer main. Service connections are primarily mechanical connections of a smaller diameter sewer lateral to the larger diameter sewer main, as compared to connecting the lateral to a manhole.

16) SEWAGE TREATMENT PLANT shall mean any arrangement of devices and structures used for treating sewage.

17) SEWER MAIN shall mean an eight (8") inch or larger diameter pipe to which service lines may be connected, or through which collected sewage may be transported.

18) SINGLE SERVICE LINE shall mean a single line that serves only one customer that is owned by the individual customer and whose line is less than eight (8") inches in diameter.

19) TRANSPORTATION FACILITIES shall mean those facilities whose primary function is the pumping or moving of sewage from the collection system to the treatment plant. This does not mean that there are not individual users added anywhere on the transportation system, only that the primary function is the transport or movement of sewage, not collection.

20) TRUNKLINES shall mean the (usually) larger diameter gravity sewer pipes used for transportation of sewage. Collection systems would normally discharge into trunklines or into pump stations that would discharge into trunklines.

21) DEFINITION OF FEES:

One-Time Fees

- (a) "Connection Fee" or "Tap Fee" is a fee charged to the user for the cost of physically connecting to the sewer system. This fee shall be set by the OCSC or the City (depending on the entity that owns the sewer main to which the connection is being made) based on the actual cost to the utility for connecting to the sewer system. The City's Connection Fee or Tap Fee shall be uniform throughout the City's sewer system outside of the City's city limits.
- (b) "Treatment Impact Fee" is a fee charged for the user's allocation of treatment capacity in the treatment plant. This fee shall be based on a uniform formula throughout the Commission and City system. This fee shall be set by the OCSC in accordance with Oconee County Ordinance 89-6 which references DHEC contributory guidelines.
- (c) "Municipal Collection System User/Impact Fee" is a fee charged for the user's allocation of transportation capacity in the existing Municipal collection system. This fee shall be set by the City in accordance with DHEC contributory guidelines.
- (d) "Oconee County Sewer Commission Collection System Impact Fee" is a fee charged for the user's allocation of capacity in the OCSC collection system. This fee shall be set by the OCSC in accordance with DHEC contributory guidelines.

Monthly Fees

The user will be charged a monthly fee by the City or the OCSC, depending upon the line to which the user connects. The City and/or the OCSC shall set monthly fees based upon zones in which the user exists. The following list are factors the City and/or OCSC will consider in setting monthly fees:

- (a) "Billing Fee" is an administrative cost associated with billing by the City.
- (b) "Depreciation" is the cost of the declining value and need for future replacement or refurbishment of the facilities, based on the expected life of the facilities. Depreciation shall be based on the actual cost of the new system and shall be funded at in accordance with standard accounting practices. Collection systems shall be depreciated over fifty years and Trunklines, Force Mains, and Pump Stations shall be depreciated over twenty (20) years.
- (c) "Collector lines operation and maintenance (O&M)" is the cost of personnel, repairs, chemicals, utilities and other costs associated with the running and upkeep of equipment or facilities associated with the collection system to which the user is connected. (This is the O&M for the system expansion itself.)
- (d) "Pumping charge" is the cost of the O&M on the pumps used by the Cities to transport the sewage to the OCSC system.
- (e) "Reimbursement fee" is a portion of the project cost that would be collected and returned to the County (could be part one-time fee and part monthly flow-based fee).
- (f) "Transportation fee" is the cost of transporting the sewage through the City system and includes H charges. This represents the cost of transporting sewage from a system or project through a City system. This does not include pumping charge.
- (g) "Treatment fee" is a fee charged for the cost of the treatment of the sewage by the OCSC. This fee shall be set by the OCSC.

AGREEMENT

The COUNTY, COMMISSION and CITY mutually agree, each with the other, as follows:

ARTICLE III
AGREEMENT CONCERNING SEWER

This Article shall only apply to sewer issues.

Section 3.01

The COUNTY, through the COMMISSION and/or the Commission, may construct, own and operate a sewer collection and transportation system in the unincorporated areas of Oconee County. The COUNTY and the COMMISSION agree that the CITY shall have the first option to construct and/or own and operate sewer lines in the unincorporated areas of the COUNTY, subject to section 3.02 herein. Nothing in this section or in this Agreement shall be construed as creating an obligation on the CITY, COUNTY, COMMISSION or Pioneer to construct a sewer line.

Section 3.02

The CITY, COUNTY AND COMMISSION agree that the public entity providing water in an unincorporated area of the County shall have the first right to construct and own and operate sewer lines in that area. In the event that said entity declines to construct, own and operate said sewer line, any other party to this Agreement may exercise the right to construct, own and operate the sewer line. If two or more parties to this Agreement decide to construct, own and operate said sewer line, the Commission shall decide which entity shall be entitled to said line and the Commission's decision shall be final.

Section 3.03

In the event that the CITY wishes to accept sewer lines owned and operated by the

COMMISSION, the CITY shall have the right to accept said lines based on the following if the COMMISSION agrees to allow the CITY to accept said lines.

a. In the event that the County or the OCSC is receiving a Reimbursement Fee as defined herein, the City shall collect said fees from the users of the system and remit the fee to the County or OCSC until such time as Reimbursement has been paid in full.

b. The City may pay to the County or OCSC the County's or OCSC's actual cost for the system minus any amount the County or OCSC's has been reimbursed for the cost of the system.

c. If the County or OCSC has not expended funds for the system (ie, the system was paid for by grant money or the owner/developer), the City may accept the system at no cost to the City.

d. The County and OCSC may agree to allow the City to accept the system at no cost even if the County and/or OCSC has paid for the construction of the system.

Section 3.04

In the event that the COMMISSION has a customer on City water that connects to the County/Commission sewer system, the CITY agrees to bill said customer for sewer services at a rate to be determined by the COMMISSION. The CITY shall be entitled to receive an administrative fee for providing the billing service. This fee shall be negotiated between the City and the OCSC.

Section 3.05

The CITY agrees to allow the COUNTY, through the COMMISSION, and the

COMMISSION to connect its sewer lines to city sewer lines for transportation to a wastewater treatment plant operated by the COMMISSION.

Section 3.06

The COUNTY, the CITY and the COMMISSION agree that any entity (person, business, corporation, partnership, etc.) who requests to connect to an existing CITY or COMMISSION sewer line outside of the municipal city limits shall have the right to connect to the COMMISSION or CITY system IF said entity satisfies the requirements set forth below:

a) Entities requesting to connect to a COUNTY or CITY line must have a feasibility study done by an engineer licensed in the State of South Carolina to determine the probable cost of the system, the impact on down stream facilities, and a basic design of the system sufficient to handle the entity's needs, including any desired future flow increases based on growth. The study shall be presented to the COUNTY, COMMISSION, and the CITY (where applicable). A feasibility study shall not be required if the new line is a single residential service line and the maximum sewage output will be less than 400 gallons per day. The necessity of having a feasibility study may be waived by mutual consent of the COMMISSION and CITY (where applicable). The CITY'S consent to waive a feasibility study will be necessary when any sewage from the prospective entity will flow through a line owned by the CITY. In the event that a dispute arises between the entity requesting connection to a sewer system and the COUNTY, COMMISSION, and/or CITY (where applicable), the dispute shall be resolved in accordance with the provisions set forth in Section 3.07, below.

b) Entities requesting to connect to a COMMISSION or CITY line must have the new

system designed by an engineer licensed in the State of South Carolina. The design shall be presented to the COUNTY, COMMISSION, and the CITY (where applicable) for approval. The design shall meet Federal, State and local requirements and specifications. The design may be disapproved by the COUNTY, COMMISSION, and CITY (where applicable) if the design does not meet Federal, State and local requirements and specifications. In the event that a dispute arises between the entity requesting connection to a sewer system and the COUNTY, COMMISSION, and/or CITY (where applicable), the dispute shall be resolved in accordance with the provisions set forth in Section 3.07, below.

c) Entities requesting to connect to existing sewer facilities shall be responsible for (1) All costs associated with the construction of the new system, and (2) All costs of connecting to the existing system. These costs shall include any upgrades necessary to accommodate the increased flow in the existing system. In addition, the sewer customer shall pay a monthly fee to be determined by the CITY or COMMISSION. The monthly fee shall include fees for operation, maintenance, depreciation, treatment, debt service and transportation.

d) Any entity requesting to connect to an existing sewer system pursuant to this agreement shall be required to obtain all necessary right of ways for the new system.

e) Any entity requesting to connect to the COMMISSION or CITY sewer system shall construct the new system in accordance with the sewer specifications of the COMMISSION or CITY that will own and operate the sewer system to which the entity intends to connect. These specifications may be changed, from time to time, by mutual agreement of the COUNTY, COMMISSION, and CITY. The COMMISSION and CITY (where applicable) shall have the

right to inspect and test the new system throughout the construction phase of the project. The COMMISSION and CITY may deny connection to the system if the new construction is not built to the specifications set forth in this section. The COMMISSION or CITY shall maintain uniform specifications throughout the COMMISSION or CITY system.

f) Notwithstanding any other section in this Intergovernmental Agreement and any rights this Agreement may give to entities as defined herein, connection to the COUNTY or CITY system may be denied for any reason with the mutual consent of the COUNTY, COMMISSION and CITY.

Section 3.07

In the event that a dispute arises under Section 3.06 of this Agreement, any party to the dispute may adjudicate the dispute in accordance with the following provisions. This dispute resolution process only applies to Section 3.06 of this Agreement. THE HEARING BOARD AS SET FORTH IN SUB-SECTION (C) BELOW SHALL NOT HAVE THE JURISDICTION TO REQUIRE THE CITY OR COMMISSION TO CHANGE ITS STANDARD SPECIFICATIONS AND/OR REQUIREMENTS.

(a) Either party to dispute may request a hearing on the disputed issue before the the Superintendent of the Commission. The Superintendent shall meet with the parties in an attempt to resolve the conflict within ten (10) business days. If the parties are unable to resolve the conflict, the Superintendent shall conduct a hearing within five (5) business days and shall issue a written decision on the issue in dispute.

(b) Either party may appeal the Superintendent's decision to the Commission within

ten (10) business days of said decision. The Commission shall hear the appeal within ten (10) business days. Any member of the Commission who is employed by a party to the dispute shall not participate with the Commission on the appeal. The Commission shall render a written decision within ten (10) business days of the hearing date.

(c) Either party may appeal the Commission's decision to the Hearing Board within ten (10) business days. The Hearing Board shall consist of three people. Each party to the dispute shall select one member of the Hearing Board and the two members of the Hearing Board selected by the parties shall select the third member of the Hearing Board. If the two members of the Hearing Board cannot agree on the third member, the third member shall be selected by the American Arbitration Association. The third arbitrator shall specialize in utilities law. The decision of the Hearing Board shall be final and binding on the parties to the dispute. The Hearing Board may assess costs, including attorney's fees, against the non-prevailing party to the dispute.

ARTICLE IV

AGREEMENT CONCERNING WATER

This Article shall only apply to water issues.

Section 4.01

THE COUNTY AGREES THAT IT WILL NOT COMPETE WITH PIONEER, THE CITIES OF SALEM, SENECA, WALHALLA, WESTMINSTER, AND THE TOWN OF WEST UNION IN THE SALE OF WATER. The parties agree that there will be times that the COUNTY may wish to construct water lines in the unincorporated area of Oconee County or

financially assist in the construction of a water line or a water project by the CITY. In the event that the COUNTY decides to construct a water line in the unincorporated areas of the COUNTY and the supply of that water will come from a city water line, the CITY agrees to own, operate and maintain said water line after the construction of the line. The COUNTY agrees to construct said lines in accordance with all city specifications and the CITY agrees to inspect the construction to insure compliance with its specifications.

Section 4.02

In the event the COUNTY seeks to be reimbursed for its financial contribution to a waterline or water project, the CITY agrees to add a reimbursement fee (the amount to be determined by the CITY and the COUNTY on a case by case basis) to the monthly water bills of the CITY's customers who benefit from the water line or water project.

Section 4.03

The COUNTY and the CITY agree that any entity (person, business, corporation, partnership, etc.) who requests to connect to an existing City water line outside of the municipal city limits shall have the right to connect to said water system IF said entity satisfies the requirements set forth below:

a) Entities requesting to connect to a City line must have a feasibility study done by an engineer licensed in the State of South Carolina to determine the probable cost of the system, the impact on existing facilities, and a basic design of the system sufficient to handle the entities needs, including any desired future flow increases based on growth. The study shall be presented to the City.

b) Entities requesting to connect to a City line must have a new system designed by an engineer licensed in the State of South Carolina. This design shall be presented to the City for approval. The design shall meet Federal, State and City requirements and specifications. The design may be disapproved by the City if the design does not meet Federal, State, and City requirements and specifications.

c) Entities requesting to connect to existing water facilities shall be responsible for (1) All costs associated with the construction of the new system; and
(2) All costs of connecting to the existing system.

These costs shall include any upgrades necessary to accommodate increased flow in the existing system.

(d) Any entity requesting to connect to an existing water system pursuant to this agreement shall be required to obtain all necessary right-of-ways for the new system.

(e) Any entity requesting to connect to the City water system shall construct the new system in accordance with the water specifications of the City that will own and operate the water system to which the entity intends to connect. The City shall have the right to inspect and test the new system throughout the construction phase of the project. The City may deny connection through the system if the new construction is not built to the specifications required by the City. The City shall maintain uniform specifications throughout its water system.

(f) Notwithstanding any other section in this Intergovernmental Agreement and any rights that this Agreement may give to entities as defined herein, connection to the City system may be denied for any reason with the mutual consent of the County and City.

ARTICLE V

AGREEMENT CONCERNING TAXES PAID BY TAXPAYERS OF INCORPORATED MUNICIPALITIES

Section 5.01

It is contemplated that Oconee County will construct sewer facilities which will serve residents and industrial users outside the limits of the incorporated municipalities of Seneca, Westminster and Walhalla. It is agreed that Oconee County will not issue any bonds to be paid by *ad valorem* taxes collected from the taxpayers of incorporated municipalities within Oconee County.

Section 5.02

The taxes paid by the users of sewer in the cities of Seneca, Westminster, and Walhalla include the payment for bonded indebtedness of improvements made to the Concess Wastewater Treatment Plant in 1996 originally in the sum of approximately 58,200,000. The payments on the indebtedness is \$609,947 annually. These improvements were made primarily to increase industrial capacity of the wastewater treatment facility. The County agrees that it will assume the annual payments and the Cities agree that the amounts now paid toward the bonded indebtedness will be used by the Commission for renewal, replacement and expansion of wastewater treatment facilities and sewer conveyance systems.

ARTICLE VI

Section 6.01

In the event that any part of this Agreement shall be held invalid or unenforceable by any Court or Tribunal, the remaining portions of this Agreement shall continue to be binding.

between the parties.

Section 6.02

FORCE MAJEURE notwithstanding any provisions to the contrary, neither party shall be in default under this Agreement and such party's performance of such obligation or obligations (except as to payment of all required monetary sums) shall be excused and extended if and to the extent that any failure or delay in such party's performance of one or more of its obligations under this Agreement is caused by any of the following conditions if delay is beyond the reasonable control of such party: act of God; fire; explosion; flood; vandalism; war, military authority, or civil disorder; strikes or other labor disputes; any code, law, regulations, order, rule, regulation, direction, action, or request of any local, state, or federal government entity or court, national emergencies, insurrections, or riots; or any other condition or circumstance beyond reasonable control of the subject party which materially impedes such party's performance. The party claiming relief under this Article shall notify the other in writing of the existence of the event relied on and the cessation or termination of said event, and the party claiming relief shall exercise reasonable efforts to minimize the time of any such delay.

Section 6.03

This Agreement represents the entire and integrated Agreement between the parties and incorporates and supersedes all prior negotiations and representations made during negotiations of the Sewer and Water Action Group, either written or oral that have been conducted or made during the negotiation process of this Agreement. This Agreement may be amended only by written instrument signed by the parties and may not be assigned without prior written consent of the parties. The Agreement shall inure to the benefit of the parties and their successors-in-

interest,

Section 6.04

The parties understand and agree that the Cities of Salem and Pioneer Water District shall all be signing separate Agreements with the COUNTY and COMMISSION, but the parties understand and agree that the above named Cities and Pioneer Water District are binding themselves to themselves to the COUNTY and COMMISSION by executing their Agreement. This Agreement shall not supersede any existing contracts between the COUNTY, COMMISSION and/or CITIES or Pioneer Water District. If there is a conflict between a specific provision in a pre-existing contract and a specific provision in this Agreement, this Agreement shall apply. The parties agree that Federal and State laws and regulations shall apply to the parties. The parties agree that County and City laws, regulations, rules and ordinances not in conflict with this Agreement shall apply to the parties.

Section 5.05

This Agreement shall be in force and effect until March 31, 2018.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of

February, 2005,

WITNESS:

OCONEE COUNTY, a body politic

BY:

CITY OF SENECA

BY:

CITY OF WESTMINSTER

BY:

CITY OF WALHALLA

BY:

CITY OF WEST UNION

BY:

OCONEE COUNTY SEWER COMMISSION

BY:

(Revised 2/11/03)

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

)
)
)

MEMORANDUM OF UNDERSTANDING

Oconee County (hereinafter "County"), the Oconee County Sewer Commission (hereinafter "Commission"), the Cities of Salem, Seneca, Walhalla, Westminster, and the Town of West Union (hereinafter collectively referred to as "Cities"), and Pioneer Rural Water District (hereinafter "Pioneer") have been in the process of negotiating an Intergovernmental Agreement concerning water and sewer issues in Oconee County. At this time, the County, Commission, Cities and Pioneer wish to clarify several issues that are not dealt with in the above referenced Intergovernmental Agreement. The agreement of the signatories below is as follows:

1. As of April 2004, Oconee County, through the Oconee County Sewer Commission, operates one wastewater treatment plant (the Coneross Creek Wastewater Treatment Plant). The Commission in setting sewer rates, has included depreciation for the County/Commission system. In a prior Memorandum of Understanding, the County and the Commission have agreed that the County shall not take any action that would cause funds held in Sewer Commission accounts to be co-mingled or appropriated by the County. The parties understand and acknowledge that in the future, additional sewer systems in Oconee County may be constructed and operated by the Commission. The parties agree that funds set aside by the Commission for depreciation can only be used by the Commission for upgrades and replacement of sewer lines and equipment within the sewer system from which the depreciation funds are collected.

2. The current makeup of the Sewer Commission is set forth in Oconee County Ordinance 78-2. The current makeup of the Sewer Commission is intended to reflect representation based on the actual users of the system. The parties agree and understand that as the sewer system expands in the incorporated areas of the County, it may be necessary to increase representation on the Commission to include parties involved in new sewer systems. The parties agree that in the event that the makeup and/or number of representatives on the Sewer Commission is to be changed, the Sewer Commission shall be constituted in accordance with the percentage of users in the City as they bear to the whole as closely as possible, the users of the sewer system. At no time shall representation of the individual cities be less percentage wise as they bear to the whole.

3. Under Oconee County Ordinance 78-2, the Cities of Seneca, Walhalla and Westminster send nominees for the Commission to the Oconee County Council for approval. The parties agree that all nominees submitted to Oconee County for approval must be submitted and voted on by Council, however, no such nomination approval shall be unreasonably withheld and shall be acted upon within thirty (30) days of receipt of such nomination.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: 2/15/05
COUNCIL MEETING TIME: 3:00 p.m.**

ITEM TITLE OR DESCRIPTION:

Approval of Lakeshore Patrol Agreement between Oconee County and the Corps of Engineers

BACKGROUND OR HISTORY:

Oconee County and the Corps of Engineers have had this agreement for a number of years for patrols in the lakeshore areas

SPECIAL CONSIDERATIONS OR CONCERNS:

These patrols give added security to lakefront properties

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Recommend approval of the agreement

FINANCIAL IMPACT:

The County agrees to provide increased law enforcement services on a cost reimbursable basis by providing one trained and qualified deputy with an official vehicle at the locations noted on attached agreement

ATTACHMENTS:

Lakeshore Patrol Agreement

Submitted or Prepared By:

Opal O. Green
Department Head/Elected Official

Reviewed By/ Initials:


_____ County Attorney

 Finance

_____ Other

C: Clerk to Council

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

COOPERATIVE AGREEMENT
APPENDIX "A"
PLAN OF OPERATION
INCREASED LAW ENFORCEMENT SERVICES

1. Law enforcement services provided by the Cooperator without cost reimbursement include intermittent recreation area patrols to the most heavily used areas throughout the year, and response to emergency or special assistance calls as needed.

2. The Cooperator agrees to provide increased law enforcement services on a cost reimbursable basis by providing at least one trained and qualified deputy with an official vehicle at the locations noted, and in accordance with the following conditions:

a. Increased patrols will begin on March 2, 2005 and conclude on October 30, 2005. Patrols will be 4, 6, or 8-hour shifts (excluding lunch breaks) and will be performed according to the following frequencies listed below. A definite work schedule will be mutually agreed upon prior to initiating increased patrols.

March 2 - March 31, 2005	Five 4-hour patrols (incl. Fri. - Sun.)
April 1 - April 30, 2005	Three 4-hour patrols (incl. Fri.) Two 6-hour patrols (Sat. and Sun.)
May 1 - August 31, 2005	Three 6-hour patrols (incl. Sun.) Two 8-hour patrols (incl. Fri. & Sat.)
September 1 - September 30, 2005	Two 4-hour patrols (Wed. & Thurs.) Three 6-hour patrols (Fri. - Sun.)
October 1 - October 31, 2005	Five 4-hour patrols (incl. Fri. - Sun.)

b. All areas "a" through "k" listed below, shall be patrolled at least one time during each 4-hour shift. Underlined areas are high priority areas in which patrols should be concentrated (repeated) in times of high visitation. When working a 4, 6, or 8-hour shift, underlined areas should be patrolled at least once. Mutually agreed upon exceptions may be made to this schedule to respond to unusual circumstances or conditions (i.e., foot patrols, road checks, etc.)

a. <u>Choctaw</u>	e. <u>Lawrence Bridge</u>	i. <u>Friendship</u>
b. <u>Cocacross</u>	f. <u>Martin Creek</u>	j. <u>Prathers Bridge & Tugaleo</u>
c. <u>Fair Play</u>	g. <u>Mullins Ford</u>	Indian Mounds
d. <u>125 Fishing Pier</u>	h. <u>Orange Point</u>	k. <u>Tabor</u>

c. Patrols will occur between the hours of 1430 and 2400 hours Wednesday through Saturday and between 1200 and 2200 hours on Sundays and Holidays. On Sundays occurring on a holiday weekend, patrols will occur between the hours of 1430 and 2300 hours.

d. During the contract, the hours to be worked will be as requested in paragraph "a" above, except for the following days:

May 29, 30	- 8 hours	September 5	- 6 hours
July 3, 4	- 8 hours		

3. The Cooperator agrees to maintain radio communication capabilities with the Project Management personnel either by the use of agency equipment or by Government furnished equipment. The Cooperator will assume liability for any radio equipment issued by the Government that is lost or damaged due to carelessness or negligence. The Government will be responsible for the installation and maintenance of the radio equipment hand received to the Cooperator.

4. The Government will provide an orientation program for all cooperating law enforcement personnel. Every deputy providing service under this cooperative program must attend.

5. If different than the Sheriff, the Cooperator will specify an official point of contact for coordinating implementation of this agreement.

6. The Cooperator will prepare a *Daily Law Enforcement Log* in accordance with Attachment No. 1, for every working day. The log must be a complete summary of findings and actions taken during patrols completed by person(s) performing patrols. Completed logs must be submitted to justify claims for payment. Until deemed unnecessary by the Government, the Cooperator will fax copies of the *Daily Law Enforcement Log* (Attachment No. 1) for review on a weekly basis. The end of the month submittal of *Daily Law Enforcement Logs* (Attachment No. 1) with the *Law Enforcement Reimbursement Request* (Attachment No. 2) will continue to be provided on a monthly basis.

7. The Cooperator agrees to submit monthly pay requests to the Government within 15 days of the month's end. For each week after this period, the Government has the option to reduce the requested reimbursement by 5%. Monthly payments will be made by the Government based upon the Cooperator's submittal of the *Law Enforcement Reimbursement Request* (Attachment No. 2) in conjunction with the entire month's *Daily Law Enforcement Log* (Attachment No. 1). When a partial hour of work is performed, the government will be billed in .25 hour increments. Discrepancies or incomplete *Daily Law Enforcement Logs* (Attachment No. 1) may result in reduced monthly payments. The extent of documentation necessary to support requested reimbursement amounts will be mutually agreed upon by the Corps and the Cooperator. The Government will make payment to the Cooperator based on timely receipt of the Cooperator's *Law Enforcement Reimbursement Request*. The Government agrees to notify the Cooperator prior to reducing requested reimbursable costs.

8. Serious incidents occurring on public land or water must be reported to the Project Manager's Office as soon as possible, preferably no later than the next work day. Preliminary copies of written reports will be submitted within 2 working days of the time of the incident, and final copies must be provided within a week of completion.

9. The Cooperator shall make available at its office all accounting records and supporting documentation for inspection and audit by an authorized representative of the Corps. Agreements are subject to audits requested by the Corps at intervals deemed appropriate.

10. In compensation for increased Law Enforcement Services in accordance with this agreement, the Government agrees to reimburse the Cooperator at the rate of \$29.00 per hour. The hourly rate includes the use of the official vehicle by the Cooperator, including overhead, utilization, operation, maintenance, and repair of such vehicle as allocated for use under the agreement. Payment will not be authorized for activities not directly related to actual lake patrols without prior approval from the Corps of Engineers, Hartwell Project.

11. Estimated cost for reimbursable services is \$29,696.00 for the period indicated in this agreement. The Cooperator agrees to compensate deputies in accordance with the provisions of the Service Contract Act and the Contract Work Hours and Safety Standards Act.

Designated Representative

1. The following person is designated by the Government to make or receive requests for services under this agreement:

Anna George, Park Ranger
U.S. Army Corps of Engineers
Hartwell Project
Post Office Box 278
Hartwell, Georgia 30643-0278
Telephone: (706) 856-0339 or (888) 893-0678 ext. # 339
Fax: (706) 856-0358
e-mail: anna.b.george@sas02.usace.army.mil

2. The following person is designated by the Cooperator to make or receive requests for service under this agreement:

James Singleton
Sheriff, Oconee County
41 S. S. Pine Street
Walhalla, South Carolina 29691

3. Payments should be made payable to Oconee County.

Receipt is hereby acknowledged:

 2/9/05
James Singleton, Sheriff Date
Oconee County, South Carolina

Ron Rubin Date
County Administrator

Virgil G. Hobbs III Date
Hartwell Project Operations Manager

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 2/15/2005

COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Disposal of surplus stage curtain and track system.

BACKGROUND OR HISTORY:

The stage curtain and track system was purchased in June 1998. Purchase price was \$5,916.00. The curtain was previously hung along the back of the Council Chambers in order to provide a room separation.

SPECIAL CONSIDERATIONS OR CONCERNS:

The curtain and track system is very heavy and it is consuming a great deal of much needed storage space at our Pine Street facility.

It is doubtful that the curtain and track system would be easy to sell at our normal annual auction (which will not take place until Fall 2005 or Spring 2006).

The Oconee County School District has been contacted regarding use of the curtain and track system, but they declined.

After speaking to Mr. Bill Chiusano of the Oconee Community Theatre, he indicated that there is a need for a stage curtain of this size at the Community Theatre.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Declare as surplus a stage curtain and track system for donation to the Oconee Community Theatre.

FINANCIAL IMPACT:

None to Oconee County.

Oconee Community Theatre will be responsible for transport of the stage curtain and tracking system.

ATTACHMENTS:

None.

Submitted or Prepared By:



Department Head/Elected Official

Approved for Submittal to Council:



Ron H. Rabun, County Administrator

Reviewed By/ Initials:

N/A County Attorney

N/A Finance

N/A Other

C: Clerk to Council

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 3/15/05

COUNCIL MEETING TIME: 3:00pm

ITEM TITLE OR DESCRIPTION:

Request for recreation funds of \$7,915 for Fair-Oak Youth Center from account 010-202-30905

BACKGROUND OR HISTORY:

Money is budgeted for each council district for recreation purposes. The funds are available and approved. Disbursement requires council approval. The recreation commission approved this request on 1/28/05.

SPECIAL CONSIDERATIONS OR CONCERNS:

Money will be used to finish installation of irrigation system and additional sod grass for baseball field.

STAFF RECOMMENDATION:

I recommend for council to grant this request to release these funds to FOYC.

FINANCIAL IMPACT:

010-202-30905 Balance \$7,915 if approved this will deplete the funding for this account for the remainder of the fiscal year.

ATTACHMENTS:

Attached is the request from Fair Oak Youth Center President Tim Mays.

Submitted or Prepared By:



Department Head/Elected Official

Approved for Submittal to Council:



Ron H. Rabun, County Administrator

Reviewed By/ Initials:

County Attorney

_____
Finance

Other

C: Clerk to Council

Wabfer Approved by Rec
Commission by phone call

OCONEE COUNTY
FUNDS APPLICATION
FOR
ORGANIZED YOUTH RECREATION

1. APPLICANT

Name of Organization

FAIR-DAK Youth Center Inc.

Address

PO BOX 212
FAIR PLAY SC 29643

2. DISTRICT FUNDS REQUESTED

Amount of funds requested

\$7,915

Itemized budget for District Funds are requested (attach additional sheets if necessary)

3. NARRATIVE PROJECT DESCRIPTION

- IRRIGATION system for Ballfield extension
- Additional sod in field

4. APPROXIMATE DATES OF PROJECT

Beginning

12/04

Ending

1/05

5. APPLICANT CATEGORY



Non-profit Organization: Incorporation date

1997

(Must be recognized by the State of South Carolina)

Eleemosynary Organization under IRS Code: IRSA

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: 2/15/05
COUNCIL MEETING TIME: 3:00 p.m.**

ITEM TITLE OR DESCRIPTION:

Memorandum of Understanding (MOU) between Oconee County and Clemson University to receive equipment and supplies for the County Agricultural Response Team (CART) from Clemson Extension Service.

BACKGROUND OR HISTORY:

Oconee County in the process of re-establishing CART which was formerly the Animal Emergency Response Team. Clemson Extension has received a Homeland Security Grant to supply each county with personal protective equipment and disinfectant supplies to use during an agro-terrorist event. Clemson Extension plans to develop a regional network of CARTs to assist individual counties in this response effort. This program also seeks to develop, train, and equip the county teams.

SPECIAL CONSIDERATIONS OR CONCERNS:

Oconee County must agree to replace used supplies and equipment so that the County can maintain a current inventory.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Recommend that Council authorize Chairman Ables to execute the Memorandum of Understanding to receive and maintain the CART equipment identified in the attachment for the County CART.

FINANCIAL IMPACT:

There is no current financial impact; however, the County must replace the stocks of supplies and equipment when used.

ATTACHMENTS:

Memorandum of Understanding
Submitted or Prepared By:

Approved for Submittal to Council:

Department Head/Elected Official



Ron H. Rabun, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ N/A _____ Finance

_____ N/A _____ Other

CLEMSON

UNIVERSITY

January 13, 2005

Henry Gordon, Director
Oconee County Emergency Management Agency
Walhalla, S.C. 29691

Dear Henry Gordon, Director:

As part of the South Carolina Homeland Security Program, two grants were obtained by Clemson University Cooperative Extension Service to develop both Regional and County Agricultural Response Plans/Teams for SLBD. These programs are listed under the State Homeland Security Program as grants 4SHSP06: Regional Agricultural Response Teams and 4SHSP07: County Agricultural Response Teams. The objective of these two grants are to establish and support local and regional agro-terrorism emergency response capabilities by developing a regional network of CARTs to assist individual counties in the event of an agro-terrorist attack as well as county CARTs for individual county needs. This program seeks to develop, equip, and train these county teams for an agro-terrorist event. Part of these plans includes providing personal protection equipment and disinfectant supplies for use in case an agro-terrorist event occurs in one of the 46 South Carolina counties.

Enclosed within this letter is a memorandum of understanding or MOU between Clemson University Cooperative Extension Service (CUCES) and Oconee County. As part of this understanding, CUCES will purchase the equipment and supplies included in this letter and turn it over to Oconee County for its use. Equipment and supplies will be the property of Oconee County. Also, as part of this understanding, if you, Oconee County, decline this equipment and supplies, equipment will be then turned over to the local Clemson Extension Office.

Equipment and supplies will be available for shipment after February 1, 2005. Please complete the Memorandum of Agreement and send it along with a shipping address to:

Charles V. Privette, III
347 McAdams Hall
Clemson, SC 29634

Sincerely,



Charles V. Privette, III
Extension Associate

Enclosures:

Memorandum of Understanding Agreement
With attachment



DEPARTMENT OF AGRICULTURAL & BIOLOGICAL ENGINEERING

College of Agriculture, Forestry & Life Sciences, McAdams Hall, Box 110355, Clemson, South Carolina 29634-0355, 865-656-3235 FAX 865-656-4034

The Clemson University Cooperative Extension Service offers this program to participants in any county. Clemson University does not discriminate on the basis of race, sex, or color in its educational programs.

Clemson University is cooperating with the U.S. Department of Agriculture, South Carolina Extension, National Extension System, S.C.

Statewide Full range of Cooperative Extension Work is Authorized under Executive Order Act of May 3 and June 30, 1914.

Public Service Agency

MEMORANDUM OF UNDERSTANDING

between

Oconee COUNTY (COUNTY)

and

CLEMSON UNIVERSITY

On behalf of its COOPERATIVE EXTENSION SERVICE (CUCES)

Whereas Clemson University has obtained funding to establish and support local and regional agro-terrorism emergency response capabilities by developing a regional network of County Agricultural Response Teams (CART) to assist individual counties in the event of an agro-terrorist attack as well as county CARTs for individual county needs; and

Whereas, Clemson University through its Cooperative Extension Service will provide that equipment and supplies, as indicated in the attachment, to county governments which desire to participate in a county agricultural response team; and

Whereas, should a county elect not to participate the equipment and supplies will be delivered to the County's Cooperative Extension Service for its use in response to agro-terrorist attack;

Now therefore the parties agree as follows:

1. Clemson University will purchase those supplies and equipment, as indicated in the attachment, for delivery to County.
2. Upon acceptance of this agreement by Oconee County, CUCES will deliver the said equipment and supplies to Oconee County for county's use.
3. Equipment and supplies will be the property of Oconee County. Oconee County understands and agrees that it may use this property for other purposes, but that used stocks must be replaced so that county maintains a current inventory of equipment and supplies specified in the attachment for use in CART response, if needed, and that such equipment and supplies will be readily identifiable.
4. County will acknowledge receipt of the equipment and supplies.

This agreement of understanding shall become effective upon the date of the signature of the last signor of this agreement.

Assigned Representative of County

Henry Gordon, Director, Oconee County Emergency Management Agency
Walhalla, S.C. 29691

1/20/08
Date

Clemson University

Frank Kelly, Chief Operating Officer

By: John Kelly

His: Vice President, Public Service Activities

This agreement is (accepted) (refused) by Oconee County.

Date

By:

Its:

Attachment

Equipment and supplies to supply a 5-person team for the initial 14 days of an agroterrorism or disease outbreak incident:

Hard Hat (5): Head protection for responders working with animals or in dangerous settings during agroterrorism/emergency disease incidents.

Cloth coveralls (5): Cloth coveralls are used as part of personal protection/biosecurity equipment to enter and work within infected/exposed areas. These coveralls would be used in areas in which they could be cleaned & disinfected (C&D) at exiting and reused again.

Disposable coveralls, hooded, elastic (75): Disposable coveralls are used as part of personal protection/biosecurity equipment to enter and work within infected/exposed areas. These coveralls would be used in areas in which all exterior personal items would need to be left at the site when exiting.

Rainsuits (waterproof jacket, overalls, hood) (5): Rainsuits would be used over coveralls (cloth or disposable) for keeping animal responders dry working in wet conditions (as part of a cleaning & disinfecting [C&D] crew) or as part of the personal protection/biosecurity equipment to enter infected/exposed areas which would require the responders to be washed down when exiting (ie. used in England during 2001 Foot & Mouth Disease outbreak).

Disposable plastic shoe covers, 6 mil, 25 prs box (5 boxes): Disposable shoe covers used as part of personal protection/biosecurity equipment to enter infected/exposed areas. Used in working areas where all personal protection/biosecurity equipment must be disposed of on the premise.

Rubber boots/Overboots (5 pr): Rubber boots used as part of personal protection/biosecurity equipment to enter and work within infected/exposed areas. Rubber boots used in areas in which the ground is rough and/or the work is more physical than disposable boots could handle. These boots would be used in areas in which they could be C&D at exiting and reused again.

Disposable head covers (100): Disposable head covers used with coveralls and boots to enter and work within infected/exposed areas to protect the responder from transporting infective agents or contaminated material in their hair after exiting the area.

Work gloves (leather) (5): Work gloves to protect responders against hand injuries when handling animals and restraint equipment.

Latex gloves, exam-Nitrile (100 per box) (5 boxes): Disposable gloves used as part of personal protection/biosecurity equipment when handling infected/exposed animal or equipment.

Rubber gloves (kitchen style) (5 pr): Rubber gloves are more durable than exam-type gloves and used for C&D crews, depopulation & carcass disposal crews and for tissue sampling during animal necropsies to protect responders against infectious or contaminated agents.

Protective goggles (5): Protective goggles are used to protect responder's eyes from injury or infectious/contaminated agents during investigations, C&D, depopulation, carcass disposal and animal necropsies.

Particulate Respirator, N95 (120 per box) (1 box): Particulate respirators used to protect responder's respiratory tract against dust and other particles when handling and sampling infected/exposed animals.

Ear protection (5): Ear protection are used to protect responder's ears against loud noises during C&D and depopulation.

Faceshield (5): Faceshields are used to protect responder's face from injury or infectious/contaminated agents during investigations, C&D, depopulation, carcass disposal and animal necropsies.

Pail, 3 gal (2): Pails, 3 gallon (buckets) used as part of C&D to clean boots, non-disposable supplies, etc. when exiting an infected/exposed area.

Boot brush (2): Brushes used as part of C&D to clean boots, non-disposable supplies, etc. when exiting an infected/exposed area.

Large heavy plastic bags, 55 gal, 2.2 mil (20 bags/bx) (2 boxes): Large bags used to carry out contaminated non-disposable clothing, supplies and tissue samples when exiting an infected/exposed area.

Water containers, 7 gallon (2): Containers are used to have water available for small C&D jobs (cleaning boots, supplies).

Paper towels, heavy duty, 9"x10.5" (125 per box) (2 boxes): Disposable towels to dry hands, sampling tools and other supplies after C&D.

Pump disinfectant sprayers, hand held, 2 gal (1): Small pump sprayers are used as personal, mobile C&D disinfectant sprayers for vehicle wheels and undercarriages when leaving an infected/exposed area.

Flashlight (2 D batteries) (2): Flashlights used to assist responders in visual inspections, testing or tissue sampling in dim-lit areas or night operations.

Weather-tight gear storage units (plastic tubs) (2): Storage units to store basic personal protection/biosecurity equipment.

Tool box (containing hand tools: Screwdriver, Staple gun, Staples 3/8" (pack of 1325), Wrenches, Pliers, Hammer, Nails (13/8", 5 lb), Handsaw) (1): Tool box with basic hand tools for responders to build temporary holding animal pens for testing, tissue sampling and depopulation.

First Aid Kit, 10-person (1): First Aid Kit to provide medical supplies to minor responder injuries during an incident.

Spray paint (animal identification) (5): Spray paint for quick and visual animal identification during testing, tissue sampling and depopulation.

Bleach (2): Disinfectant for C&D of personal protection/biosecurity equipment and non-disposable supplies when exiting an infected/exposed area.

Disinfectant (ie. Nolvasan, 1 gal) (2): Disinfectant for C&D of personal protection/biosecurity equipment and non-disposable supplies, sensitive to bleaching, when exiting an infected/exposed area.

Jane's Chemical/Biological Handbook (1): This handbook provides responders fundamental on-scene procedural information including initial response procedures, chemical agent indicator matrix, on-scene handling of biological agents, decontamination procedures, site set-up procedures.

NIOSH Pocket Guide to Chemical Hazards (1): This handbook provides responders key information and data in abbreviated or tabular form for chemicals or substance groupings (e.g. cyanides, fluorides, manganese compounds) that are found in the work/farm environment. The information found in the NPG should help users recognize and control occupational chemical hazards.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 2/15/05
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Schedule a date and time to meet with Tri County Tech Board for presentation of their FY 2005-06 budget request.

BACKGROUND OR HISTORY:

The Board would like to meet with Council at noon Wednesday, April 27 or Thursday, April 28 at Cross Creek for lunch meeting for presentation of their budget request. Mr. Rabun, County Administrator will be meeting with Dr. Booth, President, Tri County Tech to review the request prior to the presentation to Council.

SPECIAL CONSIDERATIONS OR CONCERNS:

None.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Scheduling date and time for meeting with Tri County Tech

FINANCIAL IMPACT:

Budget Request

ATTACHMENTS:

Submitted or Prepared By:

Opal G. Green
Department Head/Elected Official

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 2/15/05
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Third & Final Reading of Ordinance 2005-04

BACKGROUND OR HISTORY:

The passing of new legislation by the SC Legislature last year gave employers like Oconee County the opportunity to re-write their employment handbooks to reinstate the employment-at-will doctrine. Accordingly to our outside labor counsel, this can be best completed through the County Administrator's publishing a new set of Personnel Policies. The policy will include a new section on non-fraternization and ethics. Council conducted first reading of this ordinance January 18, 2005 and second reading February 1, 2005.

SPECIAL CONSIDERATIONS OR CONCERNS:

Adoption of this ordinance repeals the current set of Personnel Policies & Procedures effective March 1, 2005 and authorizes the County Administrator to replace them with a new set of Personnel policies, which he will generate.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Adoption of this ordinance on third and final reading.

FINANCIAL IMPACT:

Reduction of potential liability for Oconee County.

ATTACHMENTS:

Submitted or Prepared By:

Oyal O. Green
Department Head/Elected Official

Approved for Submittal to Council:

Ron H. Rabun
Ron H. Rabun, County Administrator

Reviewed By/Initials:

[Signature] County Attorney

_____ Finance

_____ Other

C: Clerk to Council

OCONEE COUNTY COUNCIL
ORDINANCE 2005-04
AN ORDINANCE REVOKING OCONEE COUNTY ORDINANCE 97-14 AND
ALL SUBSEQUENT AMENDMENTS THERETO.

WHEREAS, Oconee County has adopted the Oconee County Personnel Policies and Procedures Manual in Ordinance 97-14; and

WHEREAS, the Oconee County Personnel Policies and Procedures Manual has been amended by the Oconee County Council a number of times since it was enacted in 1997; and

WHEREAS, Oconee County is now governed by the Council-Administrator form of government, which results in the Administrator having specific expertise in personnel matters,

NOW THEREFORE, BE IT ORDAINED BY the County Council of Oconee County, duly assembled that Oconee County Ordinance 97-14 and all subsequent amendments are hereby revoked and the Administrator of Oconee County is authorized to write and implement Personnel Policies and Procedures on behalf of Oconee County.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 15, 2004
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

First Reading in title only of "THE 2004-2005 SUPPLEMENTAL APPROPRIATIONS ORDINANCE FOR OCONEE COUNTY".

BACKGROUND OR HISTORY:

Actions of County Council and staff during the first seven months of the current fiscal year have added, changed or modified various projects and expenditures for which funds must be formally appropriated and balanced. Further, economic and business conditions have caused some fluctuations in revenues in various line-items of the current fiscal year 2004-2005 county budget.

The County Administrator and the Finance office are in the process of completing the Proposed Supplemental Budget document to account for these changes and to re-balance the budget where necessary.

This is a routine annual action to develop and have council confirm all necessary current year projects, and needed mid-year budget adjustments.

SPECIAL CONSIDERATIONS OR CONCERNS:

It is expected that the proposed mid-year supplemental budget document will be completed by the end of the week ending Friday, February 18, 2005, and will be available to council and the public well in advance of the second and third readings of the supplemental budget document.

STAFF RECOMMENDATION:

Staff recommends that this ordinance be approved on first reading by title only.
Staff recommends that Tuesday, March 15, 2005, be set as the date for the Budget and Finance Committee to hold a public hearing regarding this matter.

FINANCIAL IMPACT:

The total financial impact of this ordinance has not yet been determined, but of course, by state law any adjustments must result in a balanced budget.

ATTACHMENTS:

Submitted or Prepared By:



Gary F. Smith, Finance Manager

Reviewed By/Initials:

County Attorney

 _____
Finance

Other

C: Clerk to Council

Approved for Submittal to Council:



Ron H. Rabin, County Administrator

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 2/15/05
COUNCIL MEETING TIME: 3:00 p.m.

ITEM TITLE OR DESCRIPTION:

Adoption of Resolution 2005-05, A RESOLUTION IN OBSERVANCE OF BLACK HISTORY MONTH

BACKGROUND OR HISTORY:

Geonce County has a history of recognizing the contributions made by African-Americans to our county, state and nation.

SPECIAL CONSIDERATIONS OR CONCERNS:

None

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Recommend approval of the resolution.

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

Proposed resolution

Submitted or Prepared By:

Opal O. Green
Department Head/Elected Official
Reviewed By/ Initials:

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2005-05

"IN OBSERVANCE OF BLACK HISTORY MONTH DURING FEBRUARY 2005, THE MEMBERS OF THE OCONEE COUNTY COUNCIL RECOGNIZE THE OUTSTANDING CONTRIBUTIONS OF AFRICAN-AMERICANS THROUGHOUT THE HISTORY OF OUR COUNTY, STATE AND NATION"

WHEREAS, it is important that we remind ourselves during Black History Month of the historical and extraordinary contributions African-Americans have made to ensure that all citizens of this great State and Nation have equal rights and justice; and

WHEREAS, African-Americans have been and continue to be selfless providers of vision and guidance to our communities, which have allowed many groups and affiliations to work together for a better South Carolina; and

WHEREAS, the Oconee County Council is greatly pleased to have this opportunity to publicly observe the month of February 2005 as "*Black History Month*" in Oconee County;

NOW THEREFORE, BE IT RESOLVED by the Oconee County Council, in session duly assembled, with a quorum present and voting:

THAT IN OBSERVANCE OF BLACK HISTORY MONTH DURING FEBRUARY 2005, THE MEMBERS OF THE OCONEE COUNTY COUNCIL RECOGNIZES THE OUTSTANDING CONTRIBUTIONS OF AFRICAN-AMERICANS THROUGHOUT THE HISTORY OF OUR COUNTY, STATE AND NATION.

APPROVED AND ADOPTED on first and final reading this 15th day of February 2005 as evidenced by the hand of the Council Chair and attested by the Clerk to Council.

H. Frank Ables, Jr., Chair
Oconee County Council

Attest:

Opal O. Green
Clerk to Council

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 2/1/05
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Adoption of Resolution 2005-06

BACKGROUND OR HISTORY:

The County has supported the Keep Oconee Beautiful for a number of years.

SPECIAL CONSIDERATIONS OR CONCERNS:

None

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Adoption of this resolution

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

Proposed Resolution

Submitted or Prepared By:

Opal O. Green

Department Head/Elected Official

Approved for Submittal to Council:



Ron H. Rabun, County Administrator

Reviewed By/ Initials:

N/A County Attorney

N/A Finance

N/A Other

C: Clerk to Council

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2005-06**

A Resolution supporting Keep Oconee Beautiful Association

- WHEREAS, Keep Oconee Beautiful Association (KOBA), a non-profit organization, was founded in March, 1985; and**
- WHEREAS, Keep Oconee Beautiful Association was founded for the purpose of educating individuals regarding litter prevention and ways to reduce, reuse, recycle and properly manage waste materials; and**
- WHEREAS, Keep Oconee Beautiful Association volunteers have been successful in assisting in the clean up of roadways, recreational areas, residential areas, schools, industrial areas and business areas; and**
- WHEREAS, Keep Oconee Beautiful Association volunteers have provided programs and materials to grades K-6 for the purpose of educating Oconee County students in the proper disposal of waste; and**
- WHEREAS, Keep Oconee Beautiful Association enlists the support of public and private organizations and encourages public involvement in the implementation of beautification programs; and**
- WHEREAS, The Oconee County Council wishes to recognize the affiliation of Keep Oconee Beautiful Association with Keep America Beautiful (KAB).**
- NOW THEREFORE BE IT RESOLVED, that Oconee County Council recognizes and provides its support to the efforts of Keep Oconee Beautiful Association.**
- RESOLVED & ADOPTED** on the first and final reading this 15th day of February 2005.

H. Frank Ables, Jr., Chairman
Oconee County Council

Attest:

Opal O. Green
Clerk to Council



Keep Oconee Beautiful Association

PO Box 1491

Seneca, SC

29679-
1491

864.638.5889

February 7, 2005

Dear Ms. Opal Green,

Keep Oconee Beautiful Association (KOBA) is in the process of affiliating with Keep America Beautiful (KAB). This new partnership will provide additional tools and resources to improve our efforts in the County to reduce litter and increase recycling.

Part of the affiliation includes restating our purpose and goals to County government and the people residing in the County – benefactors of our efforts.

One way of doing this is to request the County Council to approve a resolution which outlines our background, goals and mission. To this end attached is a proposed resolution. Being unfamiliar with resolutions and the process used by Council, please provide any suggestions including changes to the resolution which might be appropriate in this regard.

Thank you for your help and please feel free to contact me as necessary.

Phil Soper, Chairperson
Keep Oconee Beautiful Association (KOBA)
306 Bay Hill Drive
West Union, SC 29696
864-85-0306
soper@charter.net

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 2/15/05
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Adoption of Severe Weather Awareness Proclamation

BACKGROUND OR HISTORY:

Oconee County has a history of adopting resolutions and proclamations encouraging citizens to making them aware of safety and preparedness issues.

SPECIAL CONSIDERATIONS OR CONCERNS:

Making Oconee County citizens more safety conscious through meetings, TV & radio announcements, newspaper articles, etc.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Adoption of the attached proclamation.

FINANCIAL IMPACT:

The financial impact for liability could certainly be less if citizens take precautions during severe weather.

ATTACHMENTS:

Proposed proclamation
Submitted or Prepared By:

Opal O. Green
Department Head/Elected Official

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

PROCLAMATION

WHEREAS, severe weather can be a common occurrence in the State of South Carolina; and

WHEREAS, severe weather often leads to loss of life and millions of dollars in damage to property in South Carolina; and

WHEREAS, past experience has demonstrated that an informed public educated in necessary preparedness measures is less likely to suffer property damage, personal injury and loss of life in the wake of severe weather; and

WHEREAS, the National Weather Service and the South Carolina Emergency Management Division of the Office of the Adjutant General have expressed a desire to work together to increase awareness in South Carolina about severe weather safety and preparedness;

NOW THEREFORE, We, the Oconee County Council join with Governor Mark Sanford of the Great State of South Carolina, in proclaiming February 20 – 26, 2005 as:

SEVERE WEATHER AWARENESS WEEK

Throughout the State and encourage all South Carolinians to prepare, update and review emergency plans for their families and businesses;

H. Frank Ables, Jr., Chair
Oconee County Council

Attest:

Opal O. Green
Clerk to Council