

**AGENDA ITEM SUMMARY**  
**OCONEE COUNTY, SC**  
**COUNCIL MEETING DATE: 5/17/05**  
**COUNCIL MEETING TIME: 3:00 pm**

**ITEM TITLE OR DESCRIPTION:**

Presentation of 2005-06 Oconee County School District Budget Request

**BACKGROUND OR HISTORY:**

The Oconee County Council is required by state law to fund the maintenance of effort, which will increase by some \$1,175,578 this fiscal year to a total of \$48,194,577.50.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Council is responsible for setting millage that will fund the maintenance of effort and the County Auditor is responsible for setting millage for bond payments for the School District.

First reading of the Oconee County Budget Ordinance which will include the local funding for the School District is tentatively scheduled for June 7, 2005; second reading and public hearing is tentatively scheduled for June 14, 2005 and third and final reading is tentatively scheduled June 21, 2005.

**STAFF RECOMMENDATION FOR COUNCIL ACTION:**

The Council accept this presentation as information only at this time.

**FINANCIAL IMPACT:**

From the attached information, the Oconee County School District is requesting \$822,539 above the maintenance of effort. If full funding is approved by Council, there will have to be a five (5) mill increase to covering the funding.


**ATTACHMENTS:**

Proposed School District Budget & MEMO to School Board Members

Submitted or Prepared By:

Opal O. Green  
Department Head

Approved for Submittal to Council:

  
Ron H. Rabun, County Administrator

Reviewed By/ Initials:

\_\_\_\_\_ County Attorney

 \_\_\_\_\_ Finance

\_\_\_\_\_ Other



May 12, 2005

Mr. Ron Rabun  
Oconee County Administrator  
413 South Pine Street  
Walhalla, SC 29691

The Oconee County School Board of Trustees unanimously approved the enclosed budget at their May 10, 2005 meeting. As approved, the budget requests **\$822,539** additional funding from county sources above the maintenance of effort required by the Education Improvement Act formula (\$1,175,578) for a total tax levy of \$49,017,217.

The District expects a net revenue increase of \$1,445,190 based on Senate approval of the State budget. The projected cost for the state mandated change in salary and fringe applied to both current faculty and staff is based on the 1.61% increase in the state minimum schedule. This exceeds the additional State revenue by \$276,473.

Other expenditure items in the budget are the result of requests from principals and department managers. These requests were subjected to intense review and prioritization by principals and the management team. After a series of revisions, only \$2.1m of the total \$9.2m requested was recommended for inclusion in the FY06 budget. Of the \$2.1m recommended, \$1.3m is the cost to maintain existing positions which have lost funding due to cuts in the State's special revenue funds. An additional \$321,000 is for new positions to serve children with disabilities in compliance with federal statute. Two positions for anticipated enrollment growth are included at a cost of \$110,000. **Only 4 out of 94 new requests for operating funds were recommended for inclusion at a cost of \$221,000.**

Each of these items is considered to be an unavoidable expense to maintain the current educational program. **The only program expansion item is \$130,000 for 2.0 reading strategy teacher positions** needed to equalize remediation efforts in our four largest schools (Fair Oak, Brown Elementary, Walhalla Middle, and Seneca Middle).

*Education is Everybody's Business.*

The Board of Trustees is committed to a vision of outstanding Oconee schools which provide the best education possible to the children of the county. Achievement of this goal cannot happen without the commitment of County Council to support the schools' efforts. We respectfully request your approval of the funding required to maintain and improve the educational system in Oconee County.

Members of County Council and you and your staff, Ron, are invited to call or visit me, Burke Royster, or Anita Duke to discuss any aspect of the budget. We applaud the efforts of the Council to strengthen all aspects of the county and particularly appreciate your dedication to our children and their learning opportunities.

Sincerely,



Valerie Truesdale, Ph. D.  
District Superintendent

Cc: Burke Royster, Assistant Superintendent for Operational Services  
Anita Duke, Executive Director for Financial Services

**SCHOOL DISTRICT OF OCONEE COUNTY  
FY2005-2006 GENERAL FUND BUDGET**  
School Board of Trustees approved May 10, 2005

May 10, 2005

**COUNTY COUNCIL REQUEST**

LINE	CATEGORY	FY2005 Revised	Change To FY2005	FY2006 Approved	Explanation of Change
<b>REVENUE</b>					
1	Local Taxes	40,609,900	-	40,609,900	Reduces current funding effect from current rates and for in lieu.
2	Maintenance of Effort formula		1,175,578	1,175,578	EIA Maintenance of Effort formula based on FY05 135 day ADM and 2.5% inflation factor.
3	Additional request to balance budget		822,539	822,539	Needed to implement Basis-approved increases in expenditures.
4	State Tax Rebates	6,409,200	-	6,409,200	Relates current funding claim from State property tax (school, homestead, depreciation, etc.)
5	Total Tax Levy	47,019,100	1,998,117	49,017,217	Total request (4.25% increase).
6	Fringe Benefits (state allocation)	5,728,072	694,165	6,412,237	State allocation increase based on increase in employee share of health insurance premiums.
7	FEA share allocation	13,486,802	3,414,340	16,901,142	Projected base amount of \$2250 (for 2005) or \$1260 increased from \$1620 (\$ 300) 135-day ADM.
8	EIA Teacher Trusts (state allocation)	1,819,076	(2,653,315)	2,165,761	Decrease due to reduction in EIA enrollment portion of state minimum salary schedule.
9	Other State Funds	637,346	-	637,346	No increase projected in house version for other revenues including bus drivers salaries.
10	Other Revenues	592,888	-	592,888	No increase projected from district fees, rentals, sales, interest earnings, etc.
11	Transfer From Other (Medicaid)	125,000	(125,000)	-	Special from approved in FY2005 budget not requested for FY2006 (technology matching fund).
12	Transfer Revenue	222,500	-	222,500	No increase projected from transfers from special revenue funds.
13	<b>TOTAL PROJECTED REVENUE</b>	<b>72,630,564</b>	<b>3,318,307</b>	<b>75,948,871</b>	Total estimated revenue based on Senate version of State budget (4.0% increase).
<b>SALARY EXPENSE</b>					
14	Salaries	46,453,133	1,351,296	47,804,429	Cost for current General Fund positions based on new schedule based on state minimum with 1.8% increase (average with step on schedule 3.5%). Cost for any new positions are included with Special Personnel Requests on Line 22.
15	Fringe Benefits	21,840,368	340,407	22,180,775	Cost with state projected 1.5% increase in employer health premium in Jan 2006.
16	<b>SUBTOTAL SALARY EXPENSE</b>	<b>68,293,499</b>	<b>1,721,663</b>	<b>69,015,162</b>	Current cost to provide salary and fringe benefits for current personnel (2.0% increase).
<b>OPERATING EXPENSE</b>					
17	Allocated accounts	1,594,977	(185,631)	1,409,346	Allocated accounts recalculated based on FY05 actual merit step and allocated formula. Allocations have been frozen since FY02. Does not include FY04 carryover that is in the current FY05 budget.
18	Technology fund	365,200	-	365,200	No change to technology allocation amount.
19	Operating expenses	5,218,516	-	5,218,516	All current operating budgets rolled over with no increase.
20	Utilities/Phone/Energy	2,260,685	-	2,260,685	All utility budgets rolled over with no increase.
21	Transfers between funds	2,724,707	(200,000)	2,524,707	Reduce transfer to Food Service for fringe benefits.
22	Special personnel requests (ongoing)	-	1,887,275	1,887,275	Cost for new personnel recommended as shown on attached report FY2006 Special Personnel Requests. Note that total requests amounted to \$7,508,915.
23	Special operating requests (one year)	173,000	48,000	221,000	Cost for supplies, equipment, and services recommended for inclusion as shown on attached report FY2006 Special Operating Requests. Note that total requests amounted to \$1,706,481.
24	<b>SUBTOTAL OPERATING EXPENSE</b>	<b>12,337,065</b>	<b>1,936,644</b>	<b>13,333,709</b>	Current cost for all recommended budget items other than salary and fringe benefits for current positions.
25	<b>TOTAL PROJECTED EXPENSE</b>	<b>72,630,564</b>	<b>3,318,307</b>	<b>75,948,871</b>	Total projected expenditures for all recommended purposes (4.0% increase).

NOTE: Tax revenues over the last three years (including a projected shortfall for the current year) have averaged \$850,000 less than the local funding committed to the District by County Council ordinance.

Line	Location	Request	Estimate	Justification	Approved
<b>REQUESTS RECOMMENDED FOR INCLUSION</b>					
1	District-wide	Increase Energy Budget	113,000	Increase of at least 5% is needed to support rising energy costs	113,000
2	Superintendent's Office	Local Fees Increase	50,000	Current litigation will result in increased expense in FY06	50,000
3	Financial Services	Software Use and Technical Support Increase	30,000	Increase over base and technical support costs required to maintain accounting & personnel software system	30,000
4	Grounds	Athletic Field Maintenance	88,578	The addition and upgrading of needs by the athletic improvement project has created the need for more supplies used to maintain fields in safe condition	20,000
5		Total Requested This Group	281,578	Total Recommended for Inclusion This Group	221,000
<b>NEEDED BUT COULD BE FUNDED FROM 15% CONTINGENCY WITH TOTAL LOCAL COMMITTED FUNDING</b>					
6	District-wide	Increase Furniture Allocation	61,024	needed to replace furniture across the district in increments 10 year cycle; current cycle is 20 years	41,324
7	Instruction	Funding for SACS Visit	25,000	SACS requires 3 year self study accreditation visit	24,000
8	Maintenance	School Trade Maintenance Agreement	1,238	increased annual support for work order management system	1,268
9	Grounds	Grass Contracts	5,800	projected contract increase due to rising fuel costs	8,340
10	Maintenance	Maintenance Funding for Fuel	45,200	actual fuel costs have increased 25% from FY04 to FY05. This requested increase represents a 15% increase. The remainder of expected increase will be covered through implementation of several fuel saving methods.	7,560
11	Financial Services	Additional Funds for Copier Lease	5,000	We have decreased vehicle consumption 1000 gallons this fiscal year	3,000
12	District-wide (Clubside)	Equipment Replacement	17,800	replaced old paper with new leased copier	7,800
13	District-wide	Increase Current Allocation Formulas to Schools	385,000	most increased equipment replacement needs at schools	155,800
14		Total Requested This Group	289,700	formulas have not been adjusted since FY00; actual to reflect average Consumer Price Index (CPI) increase between 2000-2005	289,140
<b>OTHER OPERATING REQUESTS NOT RECOMMENDED FOR INCLUSION</b>					
15	Financial Services	DocuScan	24,730	offer until FY07 budget	0
16	Financial Services	Workforce Management Software	58,755	many potential problems w/ district wide software to manage subs, classified time sheets and employee absences	0
17	Financial Services	Technical Equipment Replacement	5,000	budget only for required due to anticipated revenue projections	0
18	Grade Department	Laser Printer, Laptop and Projector	2,900	units currently available equipment at district level	0
19	Grounds	Top Dressing Machine	15,000	not as needed	0
20	Grounds	Leaf & Debris Collector	4,000	units existing; police machines	0
21	Grounds	Tractor	25,000	district FY07 budget	0
22	Grounds	Vehicles	10,000	vehicles purchased per budgeted funds established for cyclical replacement of fleet	0
23	Keowee Elementary	Copier	15,000	copies allocated on formula basis; will review formula	0
24	Keowee Elementary	Sound System	1,500	submit as a maintenance repair request	0
25	Maintenance	Leaking or Dripping Station	1,000	request existing copiers laptop	0
26	Maintenance	Small Power Tools	5,000	units current line item budget for FY06	0
27	Maintenance	Concrete Mixer	3,000	not as needed	0
28	Maintenance	Steer Cam & Locals	11,000	submit City of Seneca cam analyzer as needed	0
29	Madison Level Intermediate	Eveready Mail	33,039	suggest securing alternative funding sources within current budget	0
30	Northside Elementary	Wireless Cart	8,000	suggest school admin corporate donations eligible for current FY match	0
31	Carway Middle School	Portable Computer Lab	30,500	school corporate donations eligible for current FY match	0

**FY2006 PROPOSED BUDGET**

**SCHOOL DISTRICT OF OCOREE COUNTY  
FY2006 SPECIAL OPERATING REQUESTS (In order based on need)**

Line	Location	Request	Estimate	Priority	Approved
30	Oakway Middle School	Chairs	3,000	limited usage chairs would be used once or twice a year for programs	0
31	Orchard Park Elementary	8,000 More copies for copy machine	200	copies allocated on formula basis; will renew formula	0
36	Personnel	Substitute	60,000	if not available; already possibility of substitution payor assuming.	0
38	Roxane Elementary	23 PCs	210,000	request school board consider donations eligible for current FY match	0
37	Science	Sub Funds	700	utilize current departmental budget	0
32	Secondary Ed	Instructional Software	3,000	utilize current departmental budget	0
34	Secondary Ed	Graphing Calculators	8,000	schools should utilize instructional supplemental allocation	0
35	Secondary Ed	NOVA Nat Instructional Series	3,800	utilize current departmental budget	0
40	Seneca High	Video Projectors	11,000	review technology allocation	0
41	Seneca High	Classroom Performance Systems	20,000	use technology funds and local sources	0
42	Seneca High	Teacher Desktop Computers	28,400	review district technology allocation	0
43	Tech Center	Laptop Computer	3,000	utilize existing departmental budget	0
44	Tech Center	Centros for Technicians	14,000	utilize existing departmental budget	0
45	Tech Center	Extra Funding for Travel	2,000	utilize existing departmental budget	0
46	Tech Center	Additional Supplies	12,000	utilize existing departmental budget	0
47	Transporation	Digital Recorder System	35,000	seek security plan funding in FY07 if school camera systems are completed	0
48	15 Elementary	Mobile Computer Lab	42,878	suggest school use combination of existing sources to fund	0
49	15 High	15 Laptop Computers for Teachers	24,345	utilize FY06 technology allocation and combine with other available funds and FIA teacher grants	0
50	15 High	Phone Message System	4,000	study possibility of purchase of a system capable of sending calls from all schools to parents	0
51	15 High	Great Books Program	3,300	seek community donations to support innovative program	0
52	Walhalla High School	Phone Message System	4,000	study possibility of purchase of a system capable of sending calls from all schools to parents	0
53	Walhalla High School	Technology Areas Curriculum Lab	50,000	utilize technology allocation; seek outside sources	0
54	Walhalla High School	PLTW Computer Lab	20,000	utilize technology allocation; seek outside sources	0
55	Walhalla High School	Media Computer Lab	30,000	utilize technology allocation; seek outside sources	0
56	Walhalla High School	Workstations for Media Center	10,000	utilize technology allocation; seek outside sources	0
57	Walhalla High School	Business Ed Computers	35,000	utilize technology allocation; seek outside sources	0
58	West Oak High	LCD Projectors	2,000	utilize technology allocation	0
59	West Oak High	Microscopes	2,950	request was fully funded last year	0
60	West Oak High	Freshman Academy Awards/Incentives	4,500	utilize pupil activity funds	0
61	West Oak High	Package for Freshman Academy	1,000	utilize current per pupil allocation	0
62	West Oak High	Books & Materials	5,800	utilize current per pupil allocation	0
63	West Oak High	Spiral Items	900	utilize current pupil activity funds	0
64	Westminster Elementary	Travel/Outings for Curriculum Coordinator	500	utilize formula allocation	0
65	Westminster Elementary	Travel/Outings for Faculty Specialist	300	utilize formula allocation	0
66	Career Center	Supplies/Equip to start Health Science Program	25,000	fund from existing allocation for AHC grant; match	0
67	Family Learning Center	Copier/Sorter	4,500	utilize existing over budget; use capital maintenance fund to fund lease	0
68	Financial Services	Furniture	5,000	fund from any existing FY05 department funds	0
69	Financial Services	Postage Meter Rental Increase	2,000	charge usage to each department	0
70	Financial Services	Professional Development	5,000	split program over two year period using existing administrative staff	0
71	Instructor	Copier/Lease	4,500	development funds to provide \$2,000 annually	0
72	Relief	7 Technology Presentation Stations	28,750	transfer within instructional chapter	0
				fund from grants, donations and match	0

SCHOOL DISTRICT OF OCONEE COUNTY  
 FY2006 SPECIAL OPERATING REQUESTS (in order based on need)

FY2006 PROPOSED BUDGET

Line	Location	Request	Estimate	Justification	Approved
73	Managers	Extra Travel Funds	1,500	fund from dist of administrative staff development	0
74	Middle Level Instruction	BT Counselor	2,000	increase FOS special revenue	0
75	Osceola Middle School	Consultant Desk for Media Center	4,500	FY06 maintenance star improvement	0
76	Osceola Park Elementary	High Quality	300	dist of students enrichment budget item	0
77	Osceola Park Elementary	business or num shar	800	dist of students equipment budget item	0
78	Seneca High	Cafe Furniture	10,000	purchase through food service equipment furniture	0
79	Special Services	Furniture/Computers for Career Day Program	15,000	utilize existing surplus furniture warehouses	0
80	Special Services	Furniture/Computers for HIF Class	3,000	utilize existing surplus furniture, purchase computers from departmental budget	0
81	Teen Center	Purchase Telephone Handsets to Replace all Existing in Schools to Allow Use of VOP System	65,000	utilize current line item in capital improvement budget to phase in funding 5 schools per year	0
82	Teen Center	Math/Ethnograph Access to all Schools	100,000	will allow expanded & more rapid classroom access; new routers needed to access sites; provided Ethernet, utilize state reimbursement to obtain	0
83	Transfiguration	Computerize Routing Software	2,600	purchase from FY05 routing budget	0
84	TS High	Locking Chemical Storage Cabinet	1,000	purchase out of FY05 district safety budget	0
85	TS High	Computer for Guidance	1,200	purchase from current FY05 general fund budget	0
86	TS High	25 secretarial chairs	2,000	purchase furniture allocation district wide	0
87	Walshs High School	Cafe Tables/200	2,000	2000 service equipment/capital line item	0
88	Walshs Middle	PA System	20,000	added to capital improvement budget	0
89	Walshs Middle	Carpet Steam Cleaner	2,000	placed on district custodial equipment request	0
90	West Oak High	Cafe Tables-400 seats	4,000	2000 service equipment/capital line item	0
91	West Oak High	Furniture for Conference Area	6,168	line item increase to district wide furniture allocation	0
92	Westminster Elementary	Kitchen/garden Furniture	3,000	will reveal available surplus furniture	0
93		Total Requested This Group	-1,129,213	Total Recommended for Inclusion This Group	0
94		GRAND TOTAL OPERATING REQUESTS	1,706,991	GRAND TOTAL OPERATING REQUESTS RECOMMENDED	510,140

Line	Location	Request	Estimate	Justification	Approved
<b>REQUESTS RECOMMENDED FOR INCLUSION</b>					
95	District Wide	Increase Transfers to Maintain EIA Positions	415,800	Various existing LMA programs including reduced class size RCT, school resource officers, and school innovation request to increase to cover the salary schedule change or were omitted in House session	445,800
96	Special Services	increase for schedule change		average cost less for the following positions is not sufficient to cover actual cost of employees presently on staff	183,162
97	Special Services	1.0 FTE Invt. Aide & Fringe-Brown	27,500	Convert back to GF. Moved to IDEA in FY03 to use IDEA carryover to balance GF - carryover now exhausted	27,500
98	Special Services	1.0 FTE Speech Therapist-Groves	35,000	Convert back to GF. Moved to IDEA in FY04 to use IDEA carryover to balance GF - carryover now exhausted	35,000
99	Special Services	1.0 FTE Speech Therapist-Groves	35,000	Convert back to GF. Moved to IDEA in FY04 to use IDEA carryover to balance GF - carryover now exhausted	35,000
100	Special Services	1.0 FTE School Psychologist	55,000	Convert back to GF. Moved to IDEA in FY04 to use IDEA carryover to balance GF - carryover now exhausted	55,000
101	Special Services	4.0 PT School Psychologist	220,000	Convert back to GF. Moved to IDEA in FY04 to use IDEA carryover to balance GF - carryover now exhausted	220,000
102	Special Services	1.0 FTE Speech Therapist	33,000	Position does not qualify for Medicaid reimbursement	0
103	Special Services	3.0 FTE Teacher & Fringe-Westminster Md	33,000	Position does not qualify for Medicaid reimbursement	35,000
104	Special Services	1.0 FTE Invt. Aide & Fringe-Westminster Md	27,500	Position does not qualify for Medicaid reimbursement	27,500
105	Special Services	1.0 FTE Invt. Aide & Fringe-Spring Md	27,500	Position does not qualify for Medicaid reimbursement	27,500
106	Special Services	1.0 FTE Invt. Aide & Fringe-Oakway Md	27,500	Position does not qualify for Medicaid reimbursement	27,500
107	Special Services	1.0 FTE Invt. Aide & Fringe-Brown	27,500	Position does not qualify for Medicaid reimbursement	27,500
108	Special Services-Kurwin	1.0 FTE PMD Self-Contained Tagnet	55,000	max. Related Student Loan (required by federal law) projected enrollment increases secondary CMO program	55,000
109	Special Services-Weir Oak	1.0 FTE EMD Self-Contained Teacher	39,000	required by federal law	39,000
110	Special Services-Weir Oak	1.0 FTE EMD Self-Contained Aide	23,000	projected enrollment increases EMD program (required by federal law)	23,000
111	Special Services	1.0 PIF Certified Teacher	55,000	deficit has been generated through preschool Child Care (required by federal law)	55,000
112	Special Services	1.0 PIF Instructional Aide	25,000	deficit has been generated through preschool Child Care (required by federal law)	25,000
113	Special Services	1.0 Certified Teacher for Clinical Day Program	55,000	new program to meet identified student needs	55,000
114	Special Services	3 FTE School Nurse-Fair Oak	25,000	Duke Endowment Grant funding for nurses expires FY05	25,000
115	Special Services	8 FTE School Nurse-Keowee	25,000	Duke Endowment Grant funding for nurses expires FY05	25,000
116	Special Services	8 FTE School Nurse-Normalde	25,000	Duke Endowment Grant funding for nurses expires FY05	25,000
117	Special Services	8 FTE School Nurse-Reynold	25,000	Duke Endowment Grant funding for nurses expires FY05	25,000
118	Special Services	3 FTE School Nurse-Kalka	7,000	Duke Endowment Grant funding for nurses expires FY05	7,000
118	Special Services	8 FTE School Nurse-Brown	25,216	Duke Endowment Grant funding for nurses expires FY05	25,216
119	Special Services	8 FTE School Nurse-Wa Mills, El	25,000	Duke Endowment Grant funding for nurses expires FY05	25,000
121	District Wide	4 Teachers for Enrollment Growth	320,000	Duke Endowment Grant funding for nurses expires FY05 reduced to 2.0 needed to address anticipated growth required to 1.0 additional and research existing as needed on weekly basis to balance case load & ensure compliance (required by federal law)	110,000
122	Special Services	2.0 FTE School Psychologist Add 1 PFT larger Schools; Fair Oak, Brown	130,000	address proportional remedial needs of larger schools	130,000
123	Elementary Ed	Waikola Middle & Seneca Middle	1,843,615	<b>TOTAL RECOMMENDED FOR INCLUSION THIS GROUP</b>	<b>1,893,276</b>
124				<b>TOTAL REQUESTED THIS GROUP</b>	



**SCHOOL DISTRICT OF OCONEE COUNTY  
FY2006 SPECIAL PERSONNEL REQUESTS (in order based on need)**

**FY2006 PROPOSED BUDGET**

May 10, 2005

Line	Location	Request	Estimate	Rationale	Approved
<b>NEEDED BUT NOT RECOMMENDED FOR INCLUSION DUE TO CURRENT ANTICIPATED REVENUE</b>					
125	District Wide	1000 hrs essential for actions further from formula	280,000	If schools are staffed below formula, districts were last subjected for increased stipends or additional square footage in 2003	0
126	District Wide	Implement Phase I MST early school recommendations, increase extracurricular supplement schedule and add Athletic Trainer supplement	280,000	The current supplement schedule has not been revised since 1988 - our supplements are not comparable to other districts, athletic season would enhance safety & health of students athletes and address minimal liability concerns	0
127	Instruction	Reduce Elem Class Size to Current Average Ratio instead of Upper Limit 40 positions 2 sides	1,040,000	A review of current pupil/teacher ratios at all levels should be conducted to determine possible recent allocation formulas to be implemented when funding becomes available	0
128	Instruction	117 Positions to Accommodate Reduced Class Size Protocol	40,000		0
129		<b>TOTAL REQUESTED THIS GROUP</b>	<b>2,085,000</b>	<b>TOTAL RECOMMENDED FOR INCLUSION THIS GROUP</b>	<b>0</b>
<b>NOT RECOMMENDED FOR INCLUSION</b>					
130	Instruction	Full implementation of Reading Recovery	192,000	Current anticipated revenue does not allow for consideration amount needed to supplement First Steps funding for RWIS	0
131	Instruction	Maine Job Park Program at JCC	18,000	to maintain existing Park classes	0
132	Career Center	Curriculum Facilitator/School to Work	26,400	to provide appropriate level of minimum support at JCC	0
133	District Wide High Schools	Implement 5 & 25 Athletic Director Position Allocation	96,750	anticipated revenue does not allow for consideration	0
134	High Oak Elementary	Full-Time Reading Strategist	25,000	see district line item for RWIS	0
135	Fair Oak Elementary	Full-Time Reading Strategist	25,000	read exists at all schools, no consideration for inclusion district wide	0
136	Fair Oak Elementary	Full-Time Reading Strategist	25,000	currently utilize bus drivers non-315 days	0
137	Fair Oak Elementary	Full-Time Reading Strategist	25,000	staffing should come from school district allocation	0
138	Orchard Park Elementary	5 Reading Strategist	170,000	school is staffed as the approved formula standard for middle school in 2001	0
139	Orchard Park Elementary	5 Reading Strategist	170,000	assigned need on available RWIS funds	0
140	Seneca High	Computer Technology Specialist	30,000	need should be considered with needs of all schools	0
141	Seneca Middle	20 Facilitator	28,000	utilize existing personnel allocation	0
142	Special Services	30 FTE Occupational Therapist/Methods	36,300	utilize existing funding	0
143	Special Services	1.0 FTE Occupational Therapist/Brown	35,000	utilize existing funding	0
144	Special Services	1.0 FTE Physical Therapist/Brown	35,000	utilize existing funding	0
145	Special Services	3.0 FTE Educational Evaluators	156,000	no main existing cost, utilize existing funding	0
146	Tech Center	School Based Instructional Tech at each school	1,040,000	anticipated revenue does not allow for consideration	0
147	Tech Center	School Based Computer Tech at 2 schools	620,000	anticipated revenue does not allow for consideration	0
148	Transcripter	Central Dispatch & Central Position	14,000	utilize existing employees non bus time	0
149	TS High	5 Guidance Clerk	15,750	school is staffed per approved allocation	0
150	Walhalla High	Full-Time Computer Technician	35,000	see Tech Center request	0
151	Walhalla Middle	Spanish Teacher	55,000	assignment of teacher for Spanish instruction should come from current general fund allocation	0
152	West Oak High	5 Clinical Position	13,750	school is staffed per allocation	0
153	Career Center	1 additional FTE for Health Science Technology	55,000	reallocate 1.0 of existing JPN staff, also serves no specific high school students; serves only areas most far out of county	0
154	Instruction	Ongoing Professional Development	38,610	utilize K-5 Enhancement funds	0
155	Instruction	Additional Library	60,300	utilize K-5 Enhancement funds	0
156	Instruction	Substitute/qualifier	18,000	utilize K-5 Enhancement funds	0

**SCHOOL DISTRICT OF OCONEE COUNTY  
FY2006 SPECIAL PERSONNEL REQUESTS (in order based on need)**

**FY2006 PROPOSED BUDGET**

May 10, 2005

Line	Location	Request	Estimate	Balance	Approved
157	Kelley Elementary	Technology Coach	52,000	and from school Title I source	0
158	Northside Elementary	5 Custodial Help	14,000	increase as adjustment to district custodial allocation formula	0
158	Northside Elementary	34 FTE Remediation Help	17,850	use EVA funds spent on text purchase FY05 to fund this. FY05	0
50	Clarks Middle	Custodian	26,000	see line item for revision of district custodial allocation	0
161	Pleasure Elementary	Custodian	25,000	recommending adjustment to district custodial allocation	0
162	Seneca High	Athletic Director	35,000	line item for athletic director allocation at all high schools	0
163	Seneca High	Custodian	24,000	see revision of district custodial allocation	0
164	Seneca Middle	Full Time Custodian	28,000	recommending adjustment to district custodial allocation	0
164	Special Services	1.0 Instructional Aide for Criminal Day Program	20,000	position should be covered by mentioned funds	0
166	TS High	5 Athletic Director	27,500	line item for athletic director allocation at all high schools	0
167	TS High	5 Athletic Trainer	7,000	line item for athletic trainer allocation at all high schools	0
168	Walhalla Elementary	Custodian	28,000	see revision of custodial allocation	0
169	Walhalla High	Custodian	26,000	see revision of district custodial allocation	0
170	Walhalla High	25 Assistant Athletic Director	41,250	line item for athletic director allocation at all high schools	0
171	Walhalla High	Athletic Trainer	7,000	line item for athletic trainer allocation at all high schools	0
171	Walhalla Middle	Full Time Strings Teacher	27,500	request within current allocation to reflect population served	0
173	Walhalla Middle	Supplements for Athletic Director	3,000	recommends as part of district supplement schedule increase	0
174	Walhalla Middle	Full Time Custodian	25,000	recommending adjustment to district custodial allocation	0
175	Walhalla Middle	Full Time Hearing Specialist	27,500	see elementary/middle school request	0
176	Walhalla Middle	ESOL Teacher	55,000	see location of existing ESOL personnel	0
177	West Oak High	Athletic Trainer	3,000	line item for athletic trainer allocation at all high schools	0
178	West Oak High	Additional Work Days for Custodians	2,400	see variance for 180-day positions will be replaced with 240-day positions	0
179	West Oak High	Full Time Custodian	7,000	see revision of custodial allocation	0
180		TOTAL REQUESTED THIS GROUP	3,470,698	TOTAL RECOMMENDED FOR INCLUSION THIS GROUP	0
181		GRAND TOTAL PERSONNEL REQUESTS	7,508,813	GRAND TOTAL PERSONNEL REQUESTS RECOMMENDED	1,887,275

TOTAL OPERATING AND PERSONNEL REQUESTS	9,213,404	TOTAL OPERATING AND PERSONNEL RECOMMENDED	2,397,415
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Maintenance

Of Effort



STATE OF SOUTH CAROLINA  
DEPARTMENT OF EDUCATION

C. WAT. 2043 to  
Amelia



McMURRE TERESA ALUM  
2004 DEPARTMENT OF EDUCATION

May 4, 2004

Dr. Valerie Truesdale, Superintendent  
Greene County Schools  
Box 649  
Wynahah, South Carolina 29576

~~Amelia~~  
Please complete as appropriate  
I believe it would be due to parent value shop would it not?

Dear Dr. Truesdale:

The Office of District Auditing and Field Services recently completed the data input of fiscal information from the 2002-03 school district audit reports. The information was used to prepare the enclosed printout for your school district. The calculations on the printout indicate that your district was not in compliance with the 2002-03 Education Improvement Act (EIA) Maintenance of Local Effort Requirement. You should review the revenue amounts on the enclosed printout and verify the accuracy of the General Fund revenues reported in your audit.

We have enclosed a copy of the SDE waiver application for use in determining your district's eligibility for a waiver from the EIA local effort requirement. According to Section 59-21-1030 of the *South Carolina Code of Laws, 1976*, as amended, "School district boards of trustees may apply for a waiver to the State Board of Education from the requirements of this section." We will submit all qualifying waiver applications received from school district boards for FY 2002-03 to the State Board of Education for approval.

Please review the applicable waiver criteria, complete the enclosed application, and submit a separate written justification for the waiver criteria you select. Return the waiver application and written justification to me **WITHIN 20 DAYS** to: Office of District Auditing and Field Services, 1429 Senate Street, Room 403 Ralldge Building, Columbia, SC 29201.

Remember that school districts must maintain the 2002-03 EIA required local financial effort for school year 2003-04 in order to avoid the penalties specified in the EIA law (at least the minimum required effort of the previous year and at least the minimum required effort of the Education Finance Act). Detailed requirements and statutes are listed on the SDE website in the "Manuals" section of the School Business, Finance, and Auditing section.

If you have any questions, you may call me at 803-734-7420 or Terri R. McGee at 803-754-8900.

Sincerely,

Henry R. Sweetman Jr., Director  
Office of District Auditing and Field Services

AMelia  
Employees

cc: Elena Whitten  
Terri McGee

# South Carolina Department of Education

## EIA Maintenance of Local Effort Requirement for

School District 3701 Oconee 01

Prior Year Revenues	X	Current Year Inflation	+	Prior Year ADM	=	Per Pupil Required Local Effort
\$43,247,424		1,0290		10,070.72		\$4,418,9080

Per Pupil Required Local Effort	X	Current Year ADM	=	Total Required Local Effort	Actual Current Year Revenues
\$4,418,9080		10,095,91		\$44,612,898	\$43,908,706 *

-713,190

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ADM            183-day EPA Classifications  
 Prior Year    2001-2002  
 Current Year 2002-2003

\* Represents Non-Compliance with EIA Maintenance of Local Effort Requirement



STATE OF SOUTH CAROLINA  
DEPARTMENT OF EDUCATION

Paul Moore, Treasurer  
Treasurer, STATE BOARD OF EDUCATION

May 12, 2005

Dr. Valorie Truesdale, Superintendent  
Georges County Schools  
Box 649  
Wahalla, South Carolina 29691

Dear Dr. Truesdale:

The Office of District Auditing and Field Services recently completed the data input of fiscal information for the 2003-04 school district audit reports. The information was used to prepare the enclosed printout for your school district. The calculations on the printout indicate that your district was **not in compliance** with the 2003-04 Education Improvement Act (EIA) Maintenance of Local Effort Requirement. You should review the revenue amounts on the enclosed printout and verify the accuracy of the General Fund revenues reported in your audit.

We have enclosed a copy of the SDE waiver application for use in determining your district's eligibility for a waiver from the EIA local effort requirement. According to Section 59-21-1030 of the *South Carolina Code of Laws, 1976*, as amended, "School district boards of trustees may apply for a waiver to the State Board of Education from the requirements of this section." We will submit all qualifying waiver applications received from school district boards for FY 2003-04 to the State Board of Education for approval.

Please review the applicable waiver criteria, complete the enclosed application, and **submit a separate written justification for the waiver criteria you select** (see attached sample). Return the waiver application and written justification to me **WITHIN 20 DAYS** to: Office of District Auditing and Field Services, 1429 Senate Street, Room 403 Rutledge Building, Columbia, SC 29201.

Remember that school districts must maintain the 2003-04 EIA required local financial effort for school year 2004-05 in order to avoid the penalties specified in the EIA law (at least the minimum required effort of the previous year and at least the minimum required effort of the Education Finance Act). Detailed requirements and statutes are listed on the SDE website in the "Manuals" section of the School Business, Finance, and Auditing section.

If you have any questions, you may call me at 803-734-7423 or Torina R. McGee at 803-734-8916.

Sincerely,

Henry R. Swearman, Jr., Director  
Office of District Auditing and Field Services

HRB/dlw

Enclosures

cc: District Finance Officer (memo only)  
Joan K. Cooley  
Torina McGee

# South Carolina Department of Education

## EIA Maintenance of Local Effort Requirement for

School District 3701 Oconee 01

Prior Year Revenues	X	Current Year Inflation	+	Prior Year ADM	=	Per Pupil Required Local Effort
\$43,909,708		1.0320		10,095.31		\$4,489,4333

Per Pupil Required Local Effort	X	Current Year ADM	=	Total Required Local Effort	Actual Current Year Revenues
\$4,489,4333		10,344.28		\$46,429,611	\$45,466,879 *
				- \$962,732	

---

ADM 105-Day 2FA Classifications  
 Prior Year 2002-2003  
 Current Year 2003-2004

\* Represents Non-Compliance with EIA Maintenance of Local Effort Requirement

Report Date: March 15, 2005

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC  
COUNCIL MEETING DATE: 5/17/05  
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Presentation by Friends of Lake Keowee (FOLKS) regarding grants for the study of streams in Oconee County.

BACKGROUND OR HISTORY:

Council Member Steven Moore made this request.

SPECIAL CONSIDERATIONS OR CONCERNS:

FOLKS is very interested in the water quality of the streams that feed into Lake Keowee and have obtained grants for these studies.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends that Council hear the presentation, but take no action.

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

Proposed Ordinance  
Submitted or Prepared By:

Opal G. Green  
Department Head

Approved for Submittal to Council:

  
Ron H. Rabun, County Administrator

Reviewed By/ Initials:

\_\_\_\_\_ County Attorney

\_\_\_\_\_ Finance

\_\_\_\_\_ Other

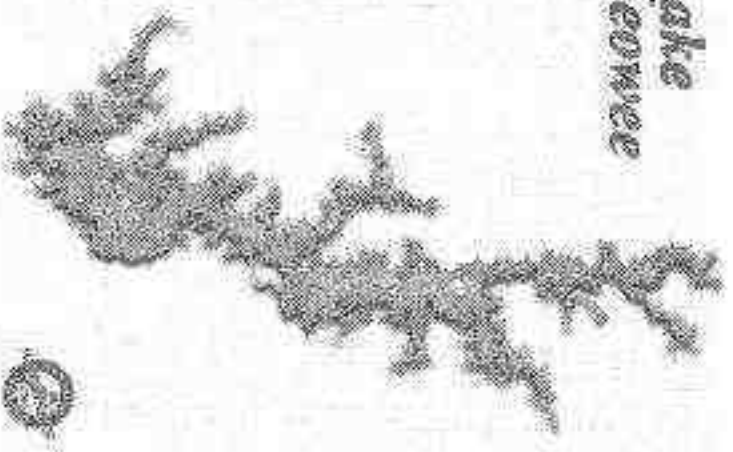
C: Clerk to Council



# Lake Keowee Watershed Data

Lake Jocassee

*Lake  
Keowee*



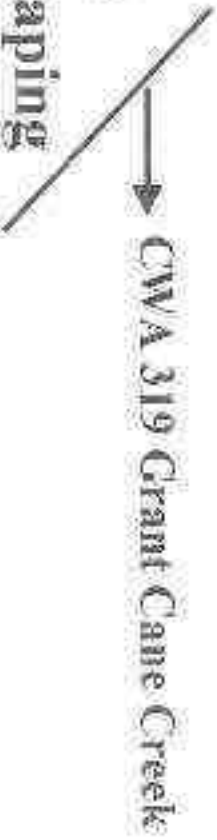
Lake Hartwell

- Created in: 1972
- Operated By: Duke Power
- Lake Keowee Surface Area ~18,000 acres  
Shoreline ~ 300 miles
- Lake Jocassee Surface Area ~ 10,000 acres
- Total Watershed Area ~ 184,000 acres
  - Lakes 15%
  - Forest 77%
  - Agriculture 5%
  - Developed 2%
  - Barren 1%
- Miles of feeder streams 330

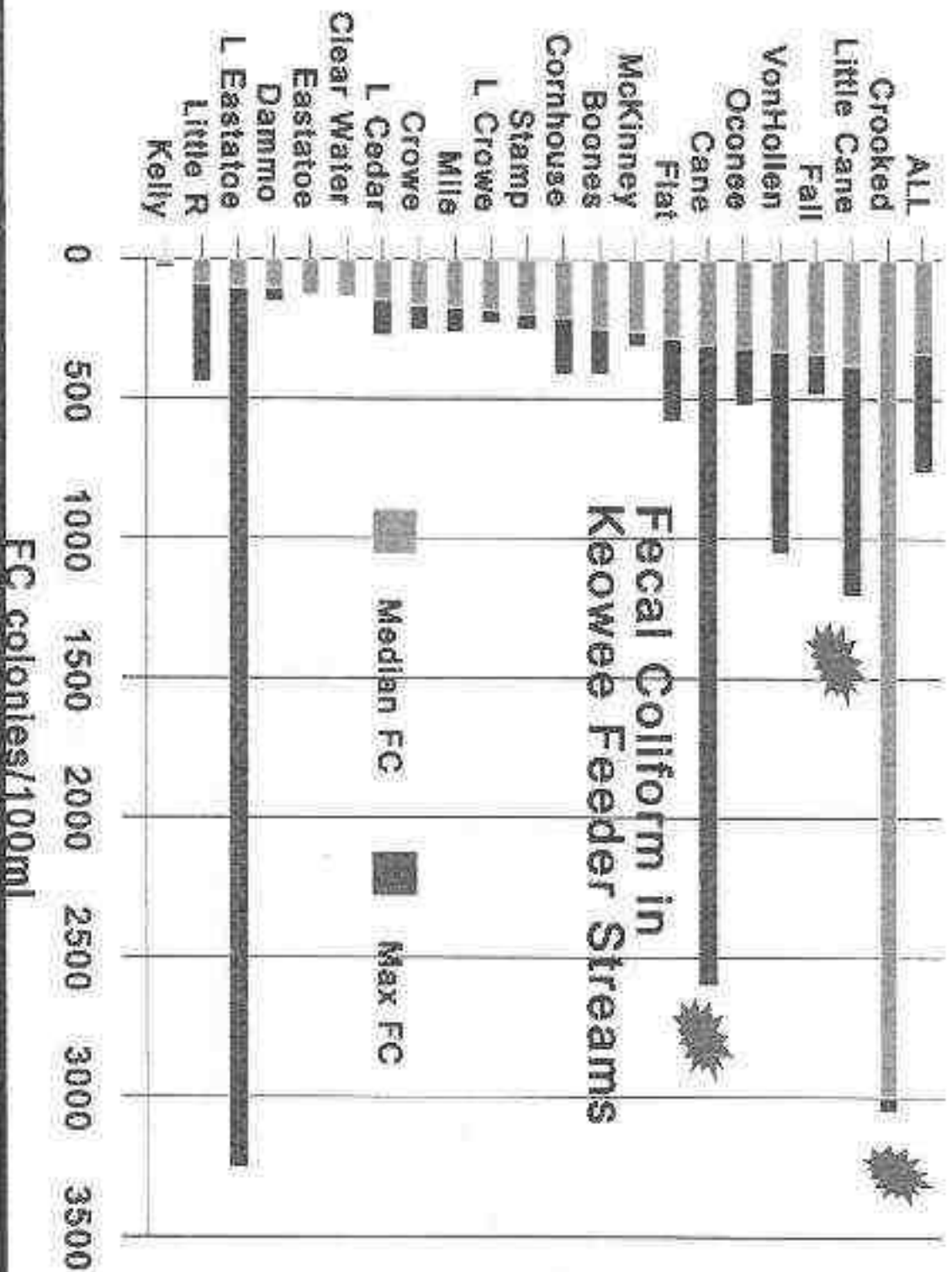
## What are FOLKS' ongoing activities?

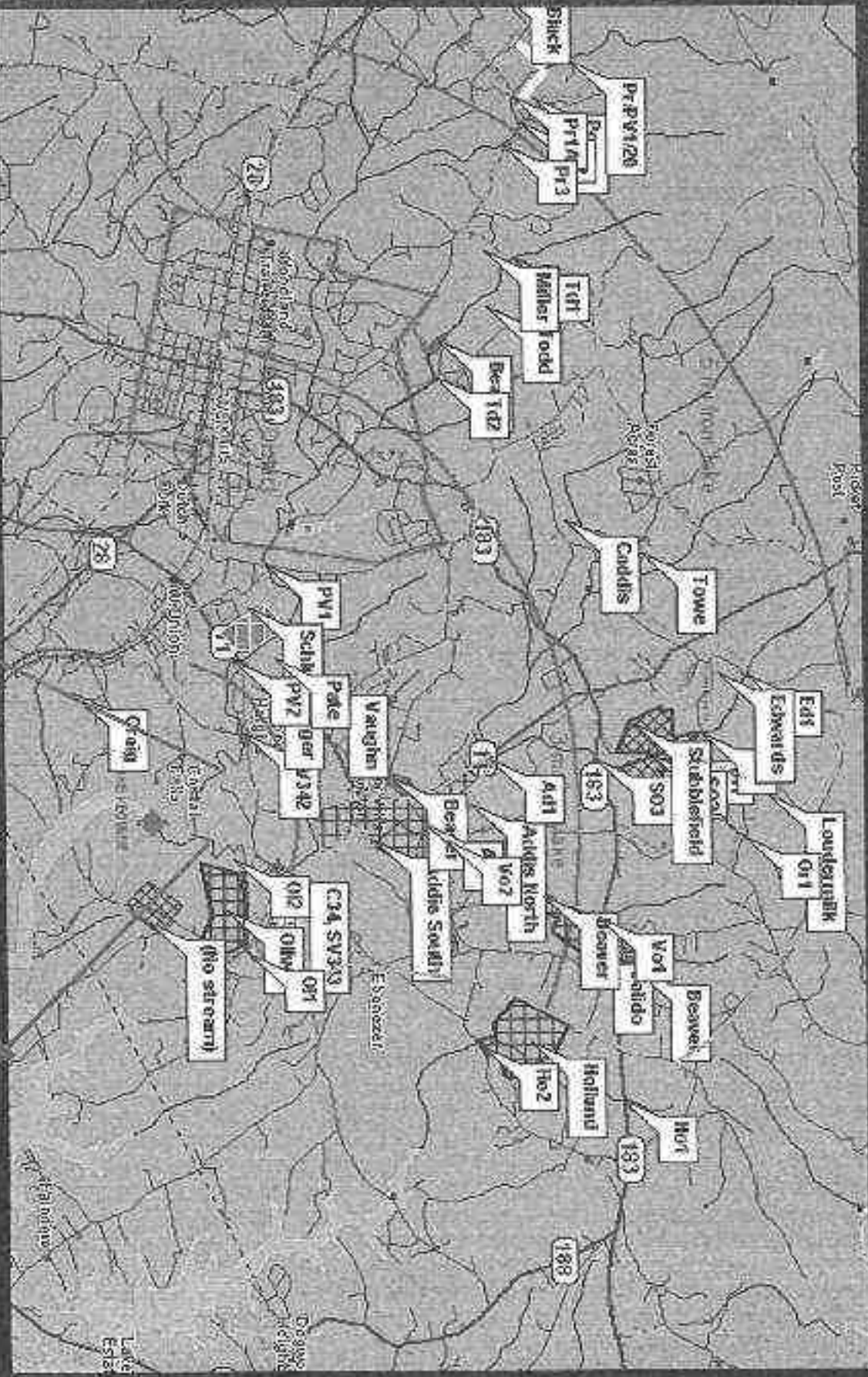
- Tile Study – Monitor phytoplankton – algae
- Lake Sweep – Twice annual trash removal
- Water Clarity – April – October – Secchi Disk
- Educational Outreach – Forums, Sentinel, Website
- Legislative Proposals and providing input on legislation
- Fundraising – theater parties, raffles, end of year contributions, golf outing

## 2004 Strategic Retreat Follow-up

- Ombudsman Program
  - Compendium of Watershed Data - Data Study
  - Promote Preservation of Green space - LID
  - Evaluate New Technologies to measure Phosphorus
  - Promote Storm water Management Regulation
  - Implement BMP's:
    - for septic systems
    - for Cattle Operations
    - for Waterside Landscaping
- 
- A diagram consisting of a diagonal line sloping downwards from left to right. A horizontal arrow points from the line to the text 'CWA 319 Grant Cane Creek'.

# CWA 319 Grant Cane Creek

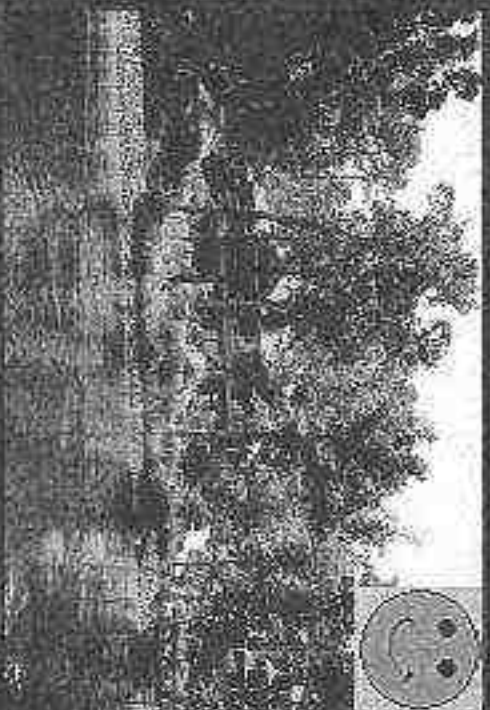
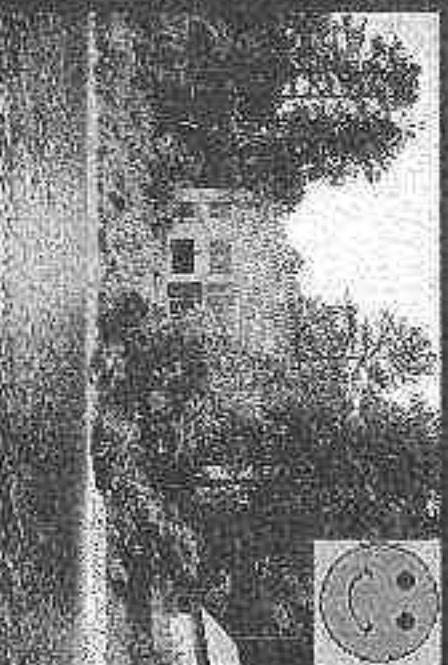
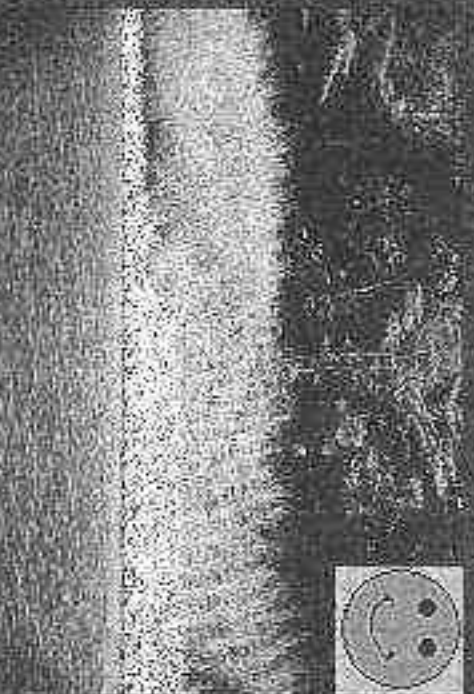




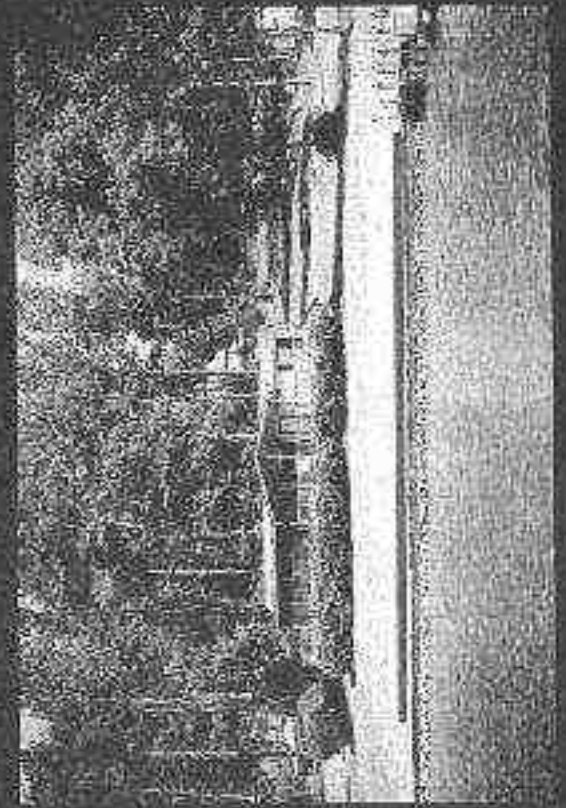
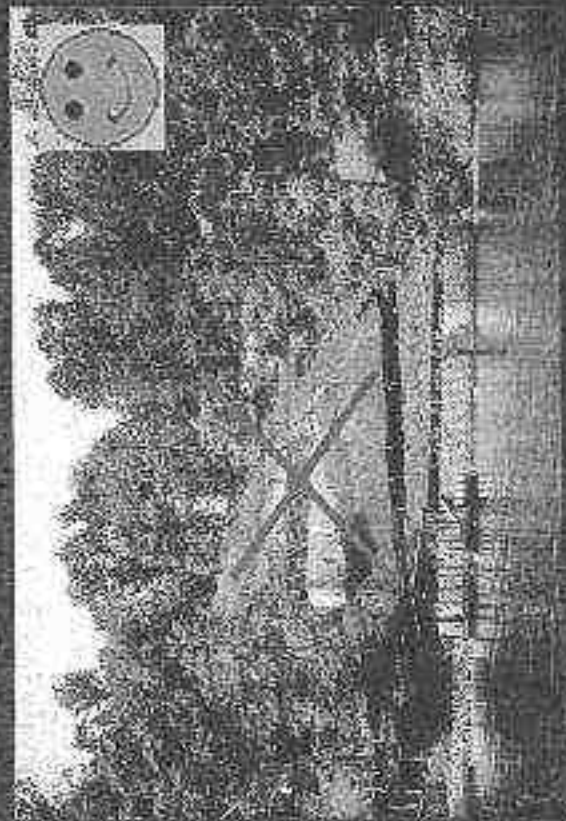
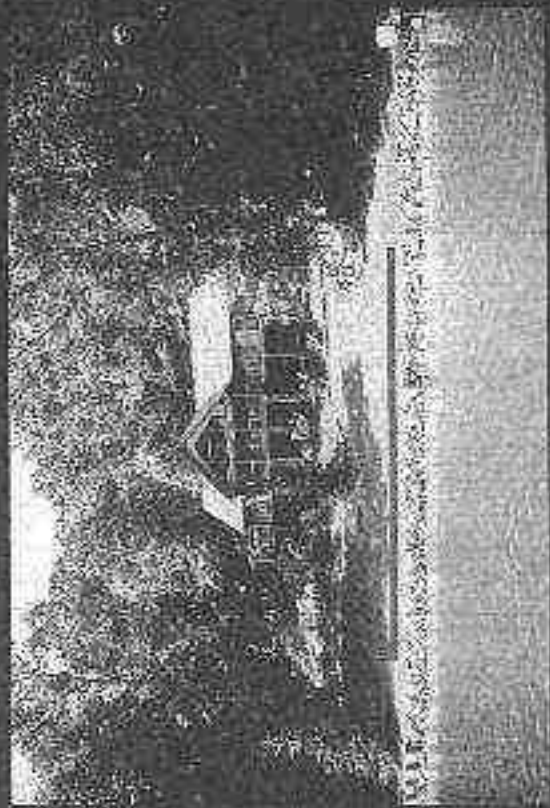
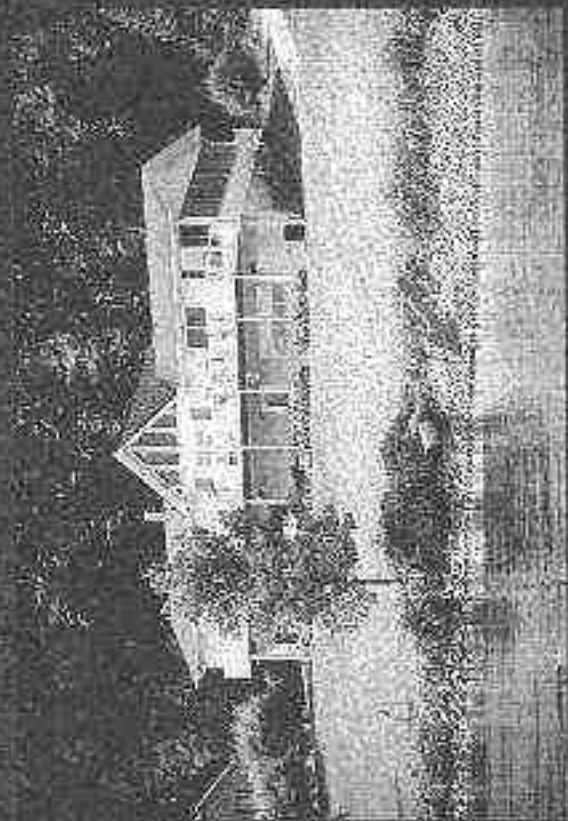
Cane Creek

Little Cane Creek

*It is Your Lake – Please Watch What you Put in It...*



It is Your Lake – Please Watch What you Put in It...



## FOLKS LOOKS FORWARD TO WORKING WITH THE OCONEE COUNTY COUNCIL GOVERNMENT;

- Development of ordinances indicated in the Comprehensive Plan
- Open Space/Green Space
- Filter strips
- Storm Water Management
- 
- We expect to be awarded \$300K DHEC/EPA 319 grant for remediation of the Cane Creek Basin, one element of which is to identify and to cost share the fixing of failing septic systems.
- We will use the "DATA STUDY SUMMIT" as the basis for lake and stream monitoring going forward..
- FOLKS will obtain and utilize advanced equipment to measure critical water parameters.



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: May 17, 2005  
COUNCIL MEETING TIME: 3:00 pm**

**ITEM TITLE OR DESCRIPTION:**

Consideration of work authorization from Talbert & Bright for Oconee County Regional Airport – Professional Services for the relocation of Shiloh Road.

-AND-

Consideration of related SCDOA Grant Application Form (State Aid for Development of Public Airports).

**BACKGROUND OR HISTORY:**

This work is related to the Airport Capital Improvement Plan Phase I, and is to provide for preliminary engineering for that phase. The proposed extension of the runway to 5000 feet will extend past the existing Shiloh Road therefore modification to the roadway is required. The work authorizations for the project will include project formulation, preliminary road alignment, coordination with SCDOI for road alignment and applicable design standards and coordination of preliminary alignment with Owner, FAA, and SCDOA.

If the County is granted State Aid funds, such will offset up to one-half the cost of these professional services for the relocation for Shiloh Road at the Oconee County Regional Airport.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

**STAFF RECOMMENDATION:**

Staff recommends that the Talbert & Bright Work Authorization and the related Grant Application be approved by County Council.

**FINANCIAL IMPACT:**

Applying for State Aid will cover up to fifty percent (50%) of costs, and Oconee County will be responsible for an estimated \$22,250.


**Cost of Services:** The method of payment for the Engineering Design Services for Road Relocation shall be in accordance with Section V of the contract. All tasks shall be paid on a per diem basis (hourly) at the Engineer's standard billing rates, plus expenses in accordance with the attached estimates. The estimated budget for the Professional Services for relocation of Shiloh Road is **\$44,500.00**. Project budget shall not be exceeded without prior approval of Oconee County.

\$22,250 has been included in the County Administrator's Recommended FY2005-2006 Budget as part of the \$122,500 set aside for the Airport Capital Improvement Plan Phase I.

**ATTACHMENTS:**

Attached: SCDOA Application form  
Falbert & Bright Work Authorization form and manhour estimate

Submitted or Prepared By:

  
Department Head/Local Official

Reviewed By: Initials:

N/A County Attorney

[Signature] Finance

HKS Grants

           Other

C: Clerk to Council

Approved for Submittal to Council:

  
Ron H. Rabus, County Administrator

OCONEE COUNTY REGIONAL AIRPORT

WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

Work Authorization No.: 05-03

Date: April 21, 2005

Project No.: 3401-0503

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

**Description of Work Authorization:** Professional services for the Relocation of SR-37 (Shiloh Road) at the Oconee County Regional Airport. Relocation shall be in accordance with the approved updated Environmental Assessment and Finding of No Significant Impact dated December, 1999. Services provided by Talbert & Bright, Inc., personnel shall include project formulation, preliminary road alignment, coordination with SCDOT for road alignment and applicable design standards and coordination of preliminary alignment with Owner, FAA, and SCDOA.

Engineering design services related to construction are not included in this work authorization.

Work shall be performed in general accordance with the attached manhour estimate.

**Time Schedule:** The above tasks shall be completed within 12 months from written authorization.

**Cost of Services:** The method of payment for the Engineering Design Services for Road Relocation shall be in accordance with Section V of the Contract. All tasks shall be paid on a per diem basis (hourly) at the Engineer's standard billing rates, plus expenses in accordance with the attached estimates. The estimated budget for the Professional Services for Relocation of SR-37 (Shiloh Road) is \$44,500.00. Project budget shall not be exceeded without prior approval of Oconee County.

Agreed as to scope of services, time, schedule and budget:

Approved for Oconee County

For Talbert & Bright, Inc.

Date:

Date: 4-25-04

Witness

Witness

Manhour Estimate  
 Shiloh Road Realignment/Relocation  
 Oconee County Regional Airport  
 TBI No. 3401-0303

Description	Prin	PM	E4	T4	S4
<b>Project Formulation</b>					
Develop Project Scope, Budget and Work Authorization	2	4	8	0	2
Sponsor Coordination. Coordinate scope with Owner, SCDOA and FAA	6	6	12	0	2
Grant Application/Administration	1	2	0	4	4
<b>Subtotal</b>	<b>9</b>	<b>12</b>	<b>20</b>	<b>4</b>	<b>8</b>

**Labor Expenses**

Classification	Billing Rate	Estimated Manhours	Estimated Cost
Principal	133.00	9	\$1,197.00
Project Manager	124.00	12	\$1,488.00
Engineer 4	82.50	20	\$1,650.00
Technician 4	64.00	4	\$256.00
Secretary 4	47.00	6	\$282.00
<b>Subtotal</b>		<b>53</b>	<b>\$4,967.00</b>

**Direct Expenses**

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Telephone/Facsimile	L.S.	\$100.00	1	\$100.00
Postage	L.S.	\$50.00	1	\$50.00
Miscellaneous Supplies	L.S.	\$50.00	1	\$50.00

**Subtotal Expenses**

\$200.00

**Sub-Total Project Formulation**

\$5,167.00

Manhour Estimate  
 Shiloh Road Realignment/Relocation  
 Deane County Regional Airport  
 TBI No. 3401-0503

Description	PA	PM	EA	TA	SA
<b>Preliminary Road Alignment Modifications</b>					
Revise preliminary alignment (horizontal and vertical) for coordination with SCDDT based on available mapping	4	8	32	32	8
Preliminary Site Investigation/Field Review of preliminary alignment	2	2	46	6	2
<b>Subtotal</b>	<b>6</b>	<b>10</b>	<b>80</b>	<b>38</b>	<b>8</b>

**Labor Expenses**

Classification	Billing Rate	Estimated Manhours	Estimated Cost
Principal	138.00	5	\$708.00
Project Manager	124.00	10	\$1,240.00
Engineer 4	82.50	80	\$6,600.00
Technician 4	64.00	30	\$1,920.00
Secretary 4	47.00	8	\$576.00
<b>Subtotal</b>		<b>140</b>	<b>\$11,318.00</b>

**Direct Expenses**

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Travel - Auto	Miles	\$0.45	800	\$360.00
Lodging/Meals	Day	\$100.00	6	\$600.00
Telephone/Facsimile	L.S.	\$100.00	1	\$100.00
Postage	L.S.	\$60.00	1	\$60.00
Miscellaneous Supplies	L.S.	\$50.00	1	\$50.00
<b>Subtotal Expenses</b>				<b>\$1,460.00</b>

**Sub-Total Preliminary Road Alignment: \$12,478.00**

Manhour Estimate  
 Smith Road Realignment/Relocation  
 Oconee County Regional Airport  
 TBI No. 3401-0503

Description	Prim	PM	EA	TA	\$4
Coordination with SCDOT/Owner/FAA					
Meetings with DOT/Owner (to be estimated)	40	24	60	20	18
Final Coordination of Preliminary Agreement/Modifications with SCDOT, SCDWA, FAA and Owner	10	10	21	20	10
<b>Subtotal</b>	<b>50</b>	<b>34</b>	<b>81</b>	<b>40</b>	<b>28</b>

**Labor Expenses**

Classification	Billing Rate	Estimated Manhours	Estimated Cost
Principal	133.00	50	\$6,650.00
Project Manager	124.00	34	\$4,216.00
Engineer 4	82.50	54	\$4,530.00
Technician 4	64.00	40	\$2,560.00
Secretary 4	47.00	20	\$940.00
<b>Subtotal</b>		<b>228</b>	<b>\$21,296.00</b>

**Direct Expenses**

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Travel - Aircraft	Trip	\$1,200.00	4	\$4,800.00
Travel - Auto	Miles	\$0.45	600	\$270.00
Per Diem	Trip	\$30.00	5	\$150.00
Reproduction Large Drawing	Each	\$2.00	100	\$200.00
Telephone/Facsimile	L.S.	\$100.00	1	\$100.00
Postage	L.S.	\$50.00	1	\$50.00
Miscellaneous Supplies	L.S.	\$50.00	1	\$50.00
<b>Subtotal Expenses</b>				<b>\$5,620.00</b>

Sub-Total Coordination with SCDOT \$28,916.00

**TOTAL ESTIMATED BUDGET \$44,581.00**

**USE \$44,500.00**

TALBERG & BRIGHT, Inc.  
 BILLING RATES  
 July 1, 2004

<u>POSITION</u>	<u>BILLING RATES PER HOUR</u>	<u>OVERTIME RATES PER HOUR</u>
Principal	133.00	133.00
Project Manager	124.00	124.00
Project Manager's Assistant II	47.00	76.50
Project Manager's Assistant IV	57.00	85.50
Project Manager's Assistant V	67.00	87.00
Engineer I	53.00	53.00
Engineer II	64.00	64.00
Engineer III	70.00	70.00
Engineer IV	82.50	82.50
Engineer V	100.00	100.00
Engineer VI	116.00	116.00
Planner I	47.00	47.00
Planner II	58.00	58.00
Planner III	63.00	63.00
Planner IV	73.00	73.00
Planner V	89.00	89.00
Senior Planner	109.00	109.00
Senior Designer	91.00	91.00
Technician I	36.00	54.00
Technician II	43.00	64.50
Technician III	51.00	76.50
Technician IV	64.00	96.00
Technician V	75.00	112.50
Secretary/Admin I	32.00	48.00
Secretary/Admin II	37.00	55.50
Secretary/Admin III	42.00	63.00
Secretary/Admin IV	47.00	70.50
Secretary/Admin V	56.00	84.00
Secretary/Admin VI	78.00	78.00
Accountant I	42.00	63.00
Accountant II	50.00	75.00
Accountant III	60.00	90.00
Accountant IV	72.00	72.00

ATTACHED

PROJECT APPLICATION FORM

SOUTH CAROLINA, DIVISION OF  
AERONAUTICS



**PROJECT APPLICATION**  
(For State Aid for Development of Public Airports)

DOA No. \_\_\_\_\_  
Date \_\_\_\_\_

**PART I - PROJECT INFORMATION**

The County of Oconee (herein called the "Sponsor" hereby makes application to the South Carolina Department of Commerce/Division of Aeronautics (herein designated the "Division") for a grant of State funds pursuant to applicable statutes, regulations, and policies, for the purpose of aiding in financing a project (herein called the "Project") for the development of the Oconee County Regional Airport (herein called the "Airport") located in the county of Oconee in the State of South Carolina.

It is proposed that the project consist of the following described airport development:

Professional services for the Relocation of SR-37 (Shiloh Road) at the Oconee County Regional Airport. Services provided by Tubert & Bright, Inc., personnel shall include project formulation, preliminary road alignment, coordination with SCDOT for road alignment and applicable design standards and coordination of preliminary alignment with Owner, FAA, and SCDOA.

**PART II - REPRESENTATIONS**

The Sponsor hereby represents and certifies as follows:

1. **Legal Authority.** The Sponsor has the legal power and authority:
  - (A) to do all things necessary to undertake and carry out the Project in conformity with the applicable statutes, regulations, and policies;
  - (B) to accept, receive and disburse grants of funds from the State of South Carolina in aid of the project on the terms and conditions stated in the applicable statutes, regulations, policies, and proposed grant agreement, and;
  - (C) to carry out all of the provisions of Parts III and IV of this Project Application.
2. **Funds.** The Sponsor now has on deposit \$ 44,500 for use in defraying the costs of the Project. The present status of these funds is as follows:

The Sponsor hereby designates Mr. Ron H. Rabun, Oconee County Administrator to receive payments representing the Division's share of the Project costs.

### PART III - SPONSOR ASSURANCES

In order to furnish the Division with the Sponsor's assurances required by the applicable statutes, regulations, policies, and proposed grant agreement, the Sponsor hereby covenants, and agrees with the Division as follows:

1. The covenants shall become effective upon acceptance by the Sponsor of State Aid for the Project or any portion thereof, through the Division, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty (20) years from the date of acceptance of State Aid for the Project.
2. In the event that the Airport and the facilities covered by the Project are not maintained for public use as outlined in this application for the full twenty (20) years, the Sponsor agrees upon demand to promptly reimburse the Division the amount of the Grant, computed on a 20 year prorated basis, plus interest at the legal rate prevailing at date of demand.
3. The Sponsor agrees that it will safely and efficiently operate the Airport for the use and benefit of the public on fair and reasonable terms without unjust discrimination.
4. The Sponsor will suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes, and will not permit any activity which could interfere with its use for aeronautical purposes, provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical purposes, provided that nothing contained herein shall be construed to require that the Airport be operated during temporary periods when snow, flood, or other climatic conditions interfere detrimentally with such operation and maintenance. Essential facilities, including night lighting systems, when installed, will be operated in such manner as to assure their availability to all users of the Airport.
5. The Sponsor will not enter into any transactions which could operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible under the applicable statutes, ordinances, regulations and policies to assume such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with the applicable statutes, ordinances, regulations, policies, and covenants of this agreement.

6. The Sponsor will maintain a current layout plan of the Airport having the current approval of the Division, showing existing landing areas, approach zones, clearance zones, building areas, and proposed future development areas. The Sponsor will conform to the current Airport layout plan then in effect in making any future improvements or changes at the Airport. The Sponsor shall furnish the Division a current Airport layout plan of the Airport and shall be responsible for furnishing to the Division such information as is necessary to keep this plan up to date, to include plans and specifications, agreements with contractors, and any other information relative to the work of or for the accomplishments of the project or projects.
7. The Sponsor shall maintain the approaches to the airport in compliance with appropriate guidelines set forth in FAA Part 77 or other guidelines approved in writing by the Division. Submittal of this Application is evidence on the part of the Sponsor to take appropriate actions to clear and maintain the approaches to the satisfaction of the Federal Aviation Administration and the Division.
8. Affidavit of non-collusion - state and federal law (code of laws of South Carolina, section 39-3-10, et seq., 39-5-10, et seq., 15 U. S. code, section 1) are designed to insure that any bids received by Sponsor under this grant shall be competitive and free of collusion. As a condition precedent to the award of any contract for this project there must be filed a sworn statement executed by or on behalf of any person, firm, association, or corporation submitting a bid on any such contract to be awarded; said sworn statement shall certify that such a person, firm, association, or corporation submitting a bid on any such contract to be awarded; has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to be the bidder before a person who is authorized by the laws of this state to administer oaths. The original of such sworn statement shall also include a provision to the effect that all legal formalities required for the proper execution of affidavits; it shall not be a defense to such charge of perjury that said formalities required for the proper execution of affidavits pursuant to state law have been complied with. Hereafter, in any prosecution against any person, firm, association, or corporation for perjury committed in the submission of said affidavits; it shall not be a defense to such charge of perjury that said formalities were not in fact complied with. The Sponsor, as part of this grant, agrees to require affidavit of non-collusion of prospective bidder in the form attached thereto as Exhibit A.
9. The Sponsor will furnish a set of "Record Drawings" for the current project to the Division within ninety (90) days after completion of this project.

10. The Sponsor shall provide a qualified Resident Inspector who will be responsible for the approval of all materials and workmanship, will maintain a daily project diary, submit weekly progress reports to the Division, and maintain and provide documentation and certification to the Division that the work and materials comply with the plans and specifications. The requirement for a Resident Inspector does not apply to projects under the direct control and supervision of an independent registered professional engineer, architect, or construction manager hired by the Sponsor, in which event the Sponsor agrees to contractually obligate the independent professional engineer, architect, or construction manager to assume the within responsibilities, including, but not limited to, quality control as to materials and workmanship, and certification to Division that work and materials comply with plans and specifications.
11. The Sponsor covenants and agrees to disburse funds derived from the Division solely in aid of the Project on the terms and conditions stated in this agreement. The Sponsor will obtain an audit to comply with the Single Audit Act of 1984, Public Law 98-502 and the implementing guidelines set forth in Office of Management and Budget Circular A-128 for any fiscal year in which any of the Project Funds are expended. The Sponsor will forward to the Division a copy of the resulting audit reports along with a plan for corrective action for any findings or questioned costs related to the Project, within thirty (30) days after the audit report is issued.
12. The Sponsor agrees that significant activities to accomplish the project shall commence within one (1) year from the date of grant shall be revoked and the funds re-allocated.
13. The Sponsor agrees that these covenants and grant applications shall be binding on itself, successors and assignees, and further covenants that it has the legal authority to enter into this agreement.

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Signature of Sponsoring Agency's Representative

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Representative Name and Title

## ATTACHMENT A

THE FOLLOWING IS A SUMMARY OF THE ESTIMATED COSTS OF THE PROJECT

ITEM	TOTAL ESTIMATED COST	ESTIMATED SPONSOR'S SHARE OF COST	ESTIMATED FED. SHARE OF COST	ESTIMATED STATE SHARE OF COST
		AMOUNT	AMOUNT	AMOUNT
1. PLANNING COST				
2. LAND COST				
3. CONSTRUCTION COST				
4. ENGINEERING COST	\$ 44,500	\$ 22,250	\$ 0	\$ 22,250
5. ADMINISTRATIVE COST				
7. MISCELLANEOUS				
8. TOTAL ALL ESTIMATED PROJECTED COST	\$ 44,500	\$ 22,250	\$ 0	\$ 22,250

**ATTACHMENT B**  
**DOCUMENTATION SUPPORT**

1. Is this project a result of facility requirements determined by a Master Plan, South Carolina Airport System Plan, Airport Layout Plan and/or a Revision Airport Layout Plan? If so, indicate FAA or DOA approval date. 2002 Oconee County Regional Airport Runway Extension Justification Study (June, 2003) and 2003 Oconee County Regional Airport Layout Plan Update (June, 2003), 'Draft' Oconee County Regional Airport Environmental Assessment (February, 2004).
  
2. Does this project require an Environmental Impact Assessment Report under the National Environmental Policy Act of 1969 (NEPA)? The runway extension project requires an Environment Assessment (EA), which has been completed in 'draft' form pending additional information to be ascertained from the CEU Preliminary Engineering Study for Runway 7-25 Extension.
  
3. Status of EIAS Same Answer as Question #2
  
4. Have all previous projects that involved federal and/or state funds been completed?  
 Yes  No
  
5. If the state is unable to participate to its maximum extent, what is the sponsor's ability to fund a share greater than the state match? Sponsor is relying on available state funding to the maximum level of participation.
  
6. Name of Regional County-of Governments Planning Division in which airport is located. Oconee County Planning and Development Commission
  
7. Has Federal Application Form 424 been submitted to the Inter-agency Council on Public Transportation (State Clearinghouse) in accordance with Section 57-3-1050  
Yes  No

The following action has been taken by the local governing body to provide steps toward protective zoning of the airspace and land surrounding the airport. Describe actions by Sponsor and governing body related to Land Use Planning and Zoning Ordinances. (Attach letter from governing body) The Airport Staff coordinates with County Departments regarding new developments in the vicinity of the Airport, has an adopted Airport Height Restriction Ordinance, Airspace Agreement with Eagle Ridge Airfield, and is pursuing land acquisition for further airport and airspace control.

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8. Anticipated date construction or planning project is to commence:

Estimated start date 05/05

Estimated ending date 05/06

### ATTACHMENTS

(as required)

Project Justification (N/A)

Project Sketch

Engineer's Estimate (N/A)

Estimated quantities and cost (N/A)

Federal Application Form 424 (N/A)

(revised: January 21, 2005)





**AGENDA ITEM SUMMARY**  
**OCONEE COUNTY, SC**  
**COUNCIL MEETING DATE: 5/17/05**  
**COUNCIL MEETING TIME: 3:00 pm**

**ITEM TITLE OR DESCRIPTION:**

Contract by and between Oconee County, the Oconee County Sewer Commission and SCDOT for sewer service at the Welcome Center

**BACKGROUND OR HISTORY:**

The County has been negotiating with SCDOT regarding this agreement for some time and several changes have been made to the agreement as it was originally presented to Council last year. Oconee County and the Oconee County Sewer Commission will have no ownership interest or responsibility towards the existing SCDOT treatment plant and sewer lines, other than including all work necessary for closing the existing plant and all work necessary to connect the Welcome Center to the new wastewater treatment facility. Under SCDHEC regulations the SCDOT will be responsible for any necessary cleanup or remediation of the existing plant.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The changes in the agreement will increase by 50,000 gallons the county's ability to connect industries to the sewer line because the SCDOT will only be getting 25,000 gallons per day capacity in the original 100,000 gallons per day plant. It also confirms that the County will be able to use the I-85 right-of-way for the sewer line, which will save the expense of acquiring private rights-of-ways.

Oconee County and the Oconee County Sewer Commission agree to use the funds provided by SCDOT for this project for the design and engineering of the project, acquisition of land and/or rights-of-ways for the project, and for the construction of the wastewater plant and collector lines, and closure of the existing package plant located at the Welcome Center.

**STAFF RECOMMENDATION FOR COUNCIL ACTION:**

Staff recommends Council consider adoption of this agreement by and between Oconee County, the Oconee County Sewer Commission and SCDOT to provide sewer to the Welcome Center on I-85. The agreement will replace and supersede all previous agreements with the SCDOT on this project.

**FINANCIAL IMPACT:**

SCDOT will reimburse the County \$0.5 Million in the 2004-05 fiscal year and \$2.595 Million in the 2005-06 fiscal year.

**ATTACHMENTS:**

Agreement and Correspondence from County Attorney

Submitted or Prepared By:

Opal O. Green  
Department Head

Approved for Submittal to Council:

  
Ron H. Rabun, County Administrator

Reviewed By/ Initials:

\_\_\_\_\_ County Attorney

\_\_\_\_\_ Finance

\_\_\_\_\_ Other

C: Clerk to Council

**NORTON, BALLENGER, & MAHON, P.A.**

ATTORNEYS AT LAW

20 Short Street  
PO Box 490  
Wahalla, SC 29681

Telephone (864) 838-2880

Fax (864) 838-2822

Bradley A. Norton  
Karen E. Ballenger  
Julie L. Mahon

W. Jerry Fedder  
(Of Counsel)

April 29, 2005

Mark Hunter  
South Carolina Department of Transportation  
955 Park Street, Room 502  
Columbia, SC 29202

Dear Mark:

I am writing to clarify the contract between Oconee County and the South Carolina Department of Transportation in which the County agrees to provide sewer services to the Welcome Center located in southern Oconee County. The reason that I am doing this in a letter as opposed to making changes to the contract is because of the telephone conversation we had in which we agreed that we understood what the agreement meant and did not want to make additional changes to avoid having to have it go through the review process again.

As we discussed in our telephone conversation, the County operates sewer through the Oconee County Sewer Commission. The Oconee County Sewer Commission is organized pursuant to a County Ordinance and all the property that the Sewer Commission has is actually owned by Oconee County. Since the Sewer Commission is going to be the County sewer branch and be responsible for fulfilling the County's obligation under this agreement, the Sewer Commission should be a signatory to the agreement.

One of the concerns in negotiating this agreement is that Federal government is requiring us to follow a variety of Federal regulations in implementing this agreement. The County and the Commission have asked to have the Appalachian Council of Governments act as technical advisors for the administration of this contract in order to help the County insure that we comply with Federal and State regulations. It is my understanding that SCDOT does not object to this.

It is also our understanding that SCDOT currently needs 25,000 gallons of capacity per day in the new treatment plant. This will allow the remaining capacity in the plant to be used by other users. The 75,000 per day provision in paragraph 22 of the agreement means that SCDOT will be able to increase its allocation of capacity in the plant up to 75,000 gallons per day when

the plant expands without paying any additional impact fees. The County is optimistic that placing sewer along I-85 will result in an economic boom and that the sewer plant will be expanded in the near future. The 25,000 gallon capacity per day is in anticipation of the County building a 100,000 gallon per day plant.


The parties understand that the Sewer Commission will need approximately an acre of land at the Welcome Center site in order to put a pump station and associated apparatus. The SCDOT agrees that a long term lease to Geconee County will be provided for this land.

It is our understanding that SCDOT issues the permits for placing the sewer line within road rights of way, including I-85 and on bridges. SCDOT also provides the permits for placing sewer lines underneath the interstate that are perpendicular to the interstate. It is our understanding that the County will not have problems obtaining these permits for the sewer lines and that we will be able to obtain permits to go under the interstate at each of the exits on I-85 in Geconee County. It is also our understanding that we will be able to obtain permits to place the sewer line within the I-85 right of way and on the I-85 bridge crossing Lake Hartwell.

If there is anything in this letter that is incorrect concerning our interpretation of the proposed contract, please let me know.

Very truly yours,

NORTON, BAILENGER, & MATHON, P.A.



Bradley A. Norton  
Attorney at Law

BAN:ldw

4/1/04 - 3.7.04  
1981.0001  
2001.0001

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF OCONEE            )        AGREEMENT

COMES NOW Oconee County, a body politic of the State of South Carolina, acting through the Oconee County Sewer Commission and the South Carolina Department of Transportation, a department of the State of South Carolina and for the consideration recited herein, agree as follows:

1. The South Carolina Department of Transportation (hereinafter SCDOT) currently operates a wastewater treatment plant (WWTP) for sewage generated at the South Carolina Welcome Center located at the intersection of I-85 and Highway 11. Said wastewater treatment plant discharges into Lake Hartwell, Oconee County, through the Oconee County Sewer Commission (OCSC). OCSC agrees to use its best efforts to construct a wastewater treatment plant and the associated sewage transportation system, including piping and lift stations that will serve to accept and treat the sewage discharged from the SCDOT Welcome Center, as well as from other sources.

2. Oconee County and the Oconee County Sewer Commission shall have no ownership interest or responsibility towards the existing SCDOT treatment plant and sewer lines, other than including all work necessary for closing the existing plant and all work necessary to connect the Welcome Center to the new wastewater treatment facility. Under SCDHEC regulations, the SCDOT will be responsible for any necessary cleanup or remediation of the existing plant.

3. Estimated cost for preliminary engineering, right of way acquisition, and construction of the plant and associated transportation system, as well as closure of the existing package plant located at the Welcome Center is \$3,095,000, as outlined in Attachment A. The SCDOT agrees to reimburse Oconee County a maximum of \$3,095,000 to assist with the project.

4. Oconee County and the Oconee County Sewer Commission agree to use the funds provided by the SCDOT for this project for the design and engineering of the project, the acquisition of land and/or right of ways for the project, and for the construction of the wastewater treatment plant and collector lines, and closure of the existing package plant located at the Welcome Center.

5. The estimated schedule of reimbursement is \$0.5 Million in the 2004/2005 fiscal year and \$2.595 Million in 2005/2006 fiscal year. Reimbursements by the SCDOT will be in response to actual documented expenditures incurred by the County as estimated on Attachment B - Cost Breakdown and Schedule of Expenditures dated October 4, 2004. Reimbursement requests will not exceed one per month.

6. Initial work by Oconee County and Oconee Sewer Commission shall be limited to necessary preliminary engineering required to complete the environmental document and obtain required permits and shall not exceed \$32,000.00. The project shall

provided in three phases - (1) Permit application; (2) Design; and (3) Construction. SCDOT shall approve each phase of the work. Oconee County and the Oconee County Sewer Commission shall submit to DOT a request for approval at the completion of each phase. SCDOT shall have three (3) business days to approve or disapprove each phase of the work. If SCDOT does not approve or disapprove the completed work within three (3) business days of the request for approval, the completed work shall be deemed approved.

7. Oconee County shall certify that procurement was in accordance with appropriate state and federal regulations, including any consultant agreements. Oconee County shall follow the procurement procedures set forth in Oconee County Ordinance 2002-12. Oconee County considers said Ordinance to meet the minimum requirements of the State and Federal procurement regulations.

8. Oconee County shall work with the SCDOT to complete and obtain SCDOT approval of the Environmental Document in accordance with Federal requirements.

9. The SCDOT agrees to use its best efforts to assist Oconee County in obtaining a discharge permit from the South Carolina Department of Health and Environmental Control. SCDOT agrees to retain their current discharge permit and assigns its rights to the permit to Oconee County and the Oconee County Sewer Commission.

10. In the event that the discharge permit from the South Carolina Department of Health and Environmental Control includes restrictions that make construction and/or operation of a wastewater treatment plant economically impractical, or preliminary plans show that the cost of the project will exceed the SCDOT Grant, Oconee County shall have the right to terminate this agreement.

11. Oconee County shall obtain SCDOT approval prior to initiating right of way acquisition and also certify that all right of way necessary for construction of the project is acquired in accordance with state and federal regulations. All rights of way shall be acquired in accordance with the policies and procedures of the Oconee County Sewer Commission.

12. Oconee County shall notify the SCDOT of the proposed method of contract procurement and obtain approval of final plans and specifications for the SCDOT prior to advertisement for bids. SCDOT shall have three (3) business days to approve or disapprove the contract and procurement documents. If SCDOT does not approve or disapprove the documents within three (3) business days of the request for approval, the documents shall be deemed approved.

13. SCDOT does agree to cooperate with Oconee County in providing the necessary encroachment permits for installation of lines within existing roadway rights of way and for attachment to bridges within the project area.

14. Oconee County agrees to retain all records dealing with this project for three (3) years after completion and acceptance of project and final audit, and such records will be made available to the SCDOT or SCDOT representative for audit and review upon request.

15. The portion of the project funded by SCDOT will be for the purpose of meeting both the present and the projected future wastewater treatment needs of the SCDOT Welcome Center.

16. Notwithstanding any provisions to the contrary, neither party shall be in default under this agreement and each party's performance of such obligation or obligations shall be excused and extended if and to the extent that any failure or delay in such parties' performance of one or more of its obligations under this agreement is caused by any of the following conditions if delay is beyond a 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, regulation, order, rule, regulation, direction, action or request of any local, state or federal government entity or Court, national emergencies, insurrections, riots, or any other condition or circumstances beyond the 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 succession or termination of said event, and the party claiming the relief shall exercise reasonable efforts to minimize the time of such delay.

17. Both parties shall use due diligence in exercising their responsibilities under this agreement.

18. Oconee County and the Oconee County Sewer Commission agree to be responsible for managing this project completely and agree to inform the SCDOT of its progress. SCDOT reserves the right to inspect and audit the process and progress of the project.

19. The County acknowledges that time is of the essence in proceeding with the project due to compliance issues and schedules imposed by the SCDHEC on the existing Welcome Center WWTP. Every effort will be made by the County to expedite the planning, design and construction of this project to relieve SCDOT of the need to upgrade the existing plant.

20. Upon completion of the wastewater treatment plant and the collector lines by the County, the SCDOT agrees to discharge all of the sewage from the above referenced Welcome Center into the new County sewer lines in accordance with SCDHEC regulations and Oconee County Sewer Ordinance and Oconee County Sewer policies and procedures.

21. SCDOT agrees to pay normal and customary charges for sewer service upon completion. For the first five years, this charge will not exceed \$3 per 1,000

gallons. Cost analysis for the charges will be based on operation, maintenance and depreciation only, and will not include capital recoupment.

22. Deonee County through the OCSC agrees to provide up to 75,000 gpd of capacity in the new sewage collection system and WWTP without additional impact fees to the SCDOT.

23. The SCDOT agrees to not install an RV dump station at the Welcome Center site without the permission of the OCSC. An RV dump station would significantly change the characteristics of the wastewater coming from the Welcome Center and potentially be toxic to the WWTP.

Approved by Council this \_\_\_\_\_ DATE \_\_\_\_\_

SC Department of Transportation:

County of Deonee:

\_\_\_\_\_

\_\_\_\_\_

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

Oconee County Sewer Commission:

\_\_\_\_\_

Witness:

\_\_\_\_\_



## SCDOT I-85 Welcome Center Sewer System

### Cost Breakdown and Schedule of Expenditures

Georgetown County, SC  
October 4, 2004

Budget Category	Description	Cost	Start Date	Completion Date
Land	• Land acquisition	\$200,000	Oct-04	Feb-05
	• Easements	\$25,000	Jan-05	Jun-05
	• Land related legal costs	\$5,000	Oct-04	Jun-05
Engineering	• Site assessment and environmental report	\$5,000	Oct-04	Dec-04
	• Preliminary engineering report	\$52,000	Oct-04	Jan-05
	• Engineering design, permitting	\$93,000	Oct-04	Jun-05
Construction*	• Equipment, installation and construction of facilities; inspection of Project by Engineer	\$2,945,000	Jul-05	Jun-06

\*If the project is terminated due to a permitting, political or funding issue, this would occur prior to the construction phase of the project. Therefore, construction money would not have been committed.

**AGENDA ITEM SUMMARY**  
**OCONEE COUNTY, SC**  
**COUNCIL MEETING DATE: 5/17/05**  
**COUNCIL MEETING TIME: 3:00 pm**

**ITEM TITLE OR DESCRIPTION:**

Request for gravel for roadway and picnic area at Oconee County Board of Disabilities & Special Needs (Tribble Center)

**BACKGROUND OR HISTORY:**

The County has a long history of giving the Oconee County Board of Disabilities & Special Needs direct aid and assistance as the need arises. Oconee Board & Disabilities & Special Needs is a non-profit social service agency.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The funding for this gravel will have to come from contingency - Sam Henry estimates it will take approximately 700 tons of crusher run at \$6.00 plus tax per ton for the roadway and the picnic area.

**STAFF RECOMMENDATION FOR COUNCIL ACTION:**

Staff recommends Council consider taking \$4,410 from contingency to pay the cost of this gravel.

**FINANCIAL IMPACT:**

If approved, the balance remaining in the contingency fund will be \$119,754.00.

**ATTACHMENTS:**

Letter of request from: Disabilities & Special Needs  
**Submitted or Prepared By:**

Opal O. Green  
Department Head

**Approved for Submittal to Council:**

  
Ron H. Rabun, County Administrator

**Reviewed By/ Initials:**

  N/A   County Attorney

           Finance

  N/A   Other

   Clerk to Council



**OCONEE COUNTY BOARD OF DISABILITIES  
AND SPECIAL NEEDS  
TRIBBLE CENTER**

116 South Cove Road  
Seneca, South Carolina 29672-6711

(864) 885-6055 FAX (864) 865-6058  
[www.tribblecenter.org](http://www.tribblecenter.org)

638-4346

Devs A. Kuehke  
Chairman

Robert W. Lindgren  
Vice-Chairman

Jerry C. Mize  
Executive Director

May 11, 2005

Dear Mr. Rabun,

For many years the Oconee Disabilities and Special Needs Board (Oconee DSN), better known as the Tribble Center, has had a partnership with the Oconee County Supervisor's office. Because the Oconee DSN Board is a non-profit agency the county's assistance has helped us tremendously. Over the years the county has provided many things, including materials, equipment and labor for building and road construction projects.

Currently, the Board owns a tract of land off South Cove Road, just beyond Nailey Road, that includes a pond. The vision of the Board is to make improvements to the pond and surrounding area by building a sheltered picnic area for use by the consumers served and the civic organizations and churches that support us. Grants have been written with some success and some labor and equipment have been donated. Our request from the county is to provide enough gravel to cover the existing road and picnic site. (The picnic site is approximately 75' wide and 175' long.)

As in the past, we would be most appreciative of your assistance with this request and would be more than happy to meet with you to discuss in detail and answer any questions you may have.

If you need additional information, please contact me. Thank you for your attention to this matter.

Sincerely,

Jerry C. Mize  
Executive Director

JCM/fa

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 17, 2005  
COUNCIL MEETING TIME: 3:00 P.M.

**ITEM TITLE OR DESCRIPTION:**

Request approval to use and implement **Construction Leaflet Number 19**, from The Asphalt Institute, as Oconee County's standard procedure for performing Full-Depth Asphalt Patching of Roads and release of budget transfer to re-start asphalt patching projects in the County.

**BACKGROUND OR HISTORY:**

Council placed all patching projects on hold until an analysis of the current practices could be evaluated and recommendation for a standard operating procedure could be developed and presented to Council.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Council has concerns that full-depth projects may not have been procedures were not being effectively and efficiently administered.

**STAFF RECOMMENDATION FOR COUNCIL ACTION:**

- (1) Hear the presentation from Public Works Director/County Engineer Mack Kelly.
- (2) Approve the attached **Construction Leaflet 19** as the standard for performing full-depth patching.
- (3) Release the budget transfer to re-start asphalt patching projects in the County.

**FINANCIAL IMPACT:**

A standard operating procedure for asphalt patching has been developed, **Construction Leaflet 19**, to efficiently, effectively, and consistently use full-depth asphalt patching to repair roads to make the best use of County funds.

**ATTACHMENTS:**

1. Power Point Presentation, 2. Construction Leaflet 19 from The Asphalt Institute, 3. Pages 12-16, of **Selecting a Preventative Maintenance Treatment for Flexible Pavements**, 4. **Maintenance Tactics** from Openshark Services Corporation.

Submitted or Prepared By:

Approved for Submittal to Council:

\_\_\_\_\_  
D. Mack Kelly, Jr., PE, PLS, CFM  
Director of Public Works/County Engineer

  
\_\_\_\_\_  
Ron H. Rahm, County Administrator

Reviewed By/ Initials:

\_\_\_\_\_ County Attorney

\_\_\_\_\_ Finance



Oconee County  
Public Works Department  
Road and Bridges Division

May 17, 2005  
Council Meeting

Full-Depth Patching



# Introduction

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- Overview of Maintenance Treatments for Flexible Pavements
- Construction Leaflet 19
- Highlights of Decision Process for Selecting Treatments
- County Road Department Survey
- Summary




# Maintenance Treatments

## Crack Sealing

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- Crack Sealing is a technique used on longitudinal or transverse **cracks** to prevent water from entering the cracks and causing further damage to the pavement.
- The **cracks** are routed and cleaned and then hot asphalt sealant is applied to the crack.




# Maintenance Treatments

## Chip Sealing

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- Chip Sealing is used on cracks that are **not** associated with load-based cracking. Sometimes Chip Sealing is the next step after Crack Sealing.
- The cracked area is sprayed with hot asphalt and then covered in aggregate (rock) and rolled. The process is sometimes referred to as a tar and gravel road.





# Maintenance Treatments

## Asphalt Patching

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- Cracks that cannot be Chip Sealed due to high traffic volumes may receive Partial Depth Patching.
- Partial Depth Patching requires the removal of the failed surface area. The area is then cleaned and tack is added to help the existing base bond with the new hot mix asphalt.



# Maintenance Treatments

## Asphalt Patching


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- Pavement that is experiencing “alligator cracking” or depressions greater than an 1 1/2” may be milled or dug out to a solid base.
- The excavated area is then cleaned and a tack coat is added prior to placement of hot mix asphalt. “Black base (more aggregate or rock is used in the asphalt mix)” is the ideal fill material to use for these types of patches.



## Construction Leaflet 19

- **Construction Leaflet 19** by the Asphalt Institute presents a detailed step-by-step procedure outlining the standard full-depth patching procedure.
- Training videos are also available from the Asphalt Institute that demonstrate the procedures in **Construction Leaflet 19**.



# Decision Process for Selecting Treatments

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- An excellent resource was discovered in a review of current literature. Dr. R. Gary Hicks, PE wrote "Selecting a Preventative Maintenance Treatment for Flexible Pavements."
- Pages 12-16 presents several "decision trees" to use in selecting the best treatment options.



# County Road Department Survey

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- Several Counties were chosen throughout the state to solicit ideas and provide a means of establishing a network for sharing ideas.
- The questionnaire included topics on the Paving Contract Process, Research or Studies of Treatments, Prioritization, Funding, Specifications and Details, Inspections, and Policies and Procedures.

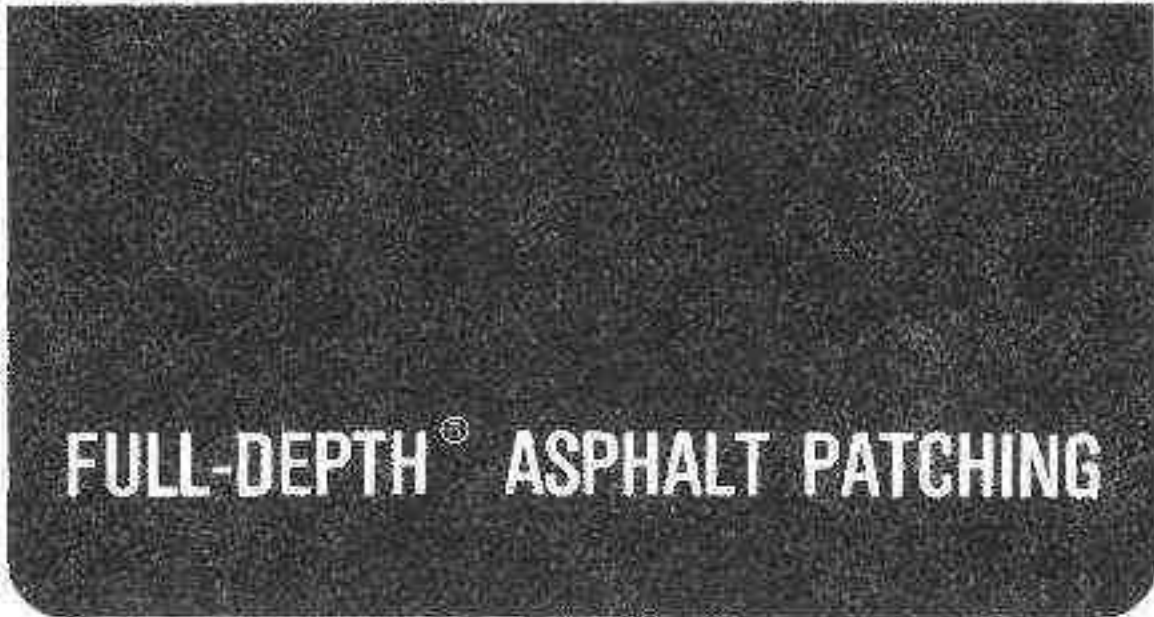


# Summary

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- Various maintenance treatments for flexible pavements have been presented.
- A full-depth patching process has been recommended (CL 19).
- An initial decision process for selecting treatments was discussed.
- A study of similar County Road Departments is being conducted to develop an efficient and effective road maintenance process.

The Asphalt Institute  
 2d PAVING & SUBGRADING



# FULL-DEPTH<sup>®</sup> ASPHALT PATCHING

## INTRODUCTION

An important element in maintenance engineers' efforts to protect and preserve the sizeable investment in roads is the Full-Depth<sup>®</sup> asphalt patch. It is used to repair all types of localized pavement distress that extend below the roadway surface. Examples of these are pot holes, alligator cracking, upheaval, and shoving.

Simply stated, the procedure is to remove the failed area and replace it with fresh asphalt mix. Although the operation is not difficult, frequently some of the necessary fine points are not attended to. Yet, these fine points often determine whether the completed patch will be a temporary expedient or an integral part of a functional pavement system.

This publication defines the correct procedure for constructing a Full-Depth asphalt patch.

## PATCHING MIXES

**Asphalt Concrete** — This is a high quality, thoroughly controlled hot mixture of well-graded, high quality aggregate and asphalt cement. The materials are mixed at a high temperature and should be laid and compacted before the mix temperature drops much below 83°C (200°F). These mixtures, designed for strength and long life, should be used whenever this is practical and economical.

**Plant Mixes with Emulsified or Cutback Asphalts, Cold Laid** — These mixtures consist of a local aggregate and an emulsified or cutback asphalt mixed in a plant. They may be used immediately, if properly aerated, or stockpiled for future use.

<sup>®</sup>Full-Depth — The term Full-Depth (registered by The Asphalt Institute with the U.S. Patent Office) defines that the pavement is one in which asphalt mixtures are supplied for all courses above the subgrade or improved subgrade. A Full-Depth asphalt pavement is laid directly on the prepared subgrade.

The Asphalt Institute  
 2d PAVING & SUBGRADING

## CONSTRUCTING THE PATCH



Figure 1—Removing outline and base



Figure 2—Applying tack coat to vertical surfaces

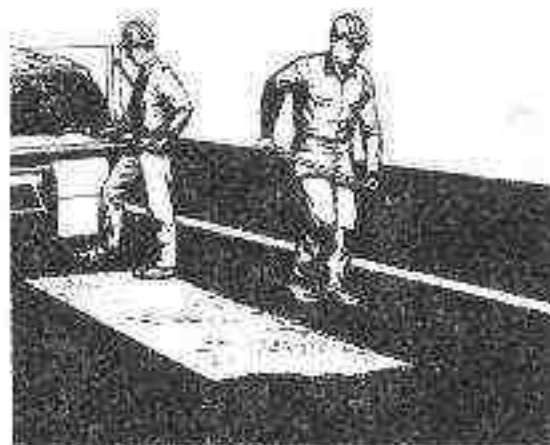


Figure 3—Backfilling hole with plant mix

- With a pavement saw or pneumatic hammer, cut the outline of the patch, extending at least 0.3 m (1 ft) outside of the distressed area. The outline should be square or rectangular with two of the sides at right angles to the direction of traffic.
- Excavate as much pavement as necessary to reach firm support (Fig. 1). If a patch is to be an integral part of the pavement, its foundation must be as strong or stronger than that of the original roadway. This may mean that some of the subgrade will also have to be removed. The faces of the excavation should be straight and vertical.
- Trim and compact the subgrade.
- Apply a tack coat to the vertical faces of the excavation (Fig. 2). SS-1, SS-1h, CSS-1, CSS-1h, RS-1, CRS-1 emulsified asphalts are all suitable.
- Backfill with the asphalt mixture (Fig. 3). Shovel the mixture directly from the truck into the prepared excavation. Place the shovels full against the edges of the hole first (rather than in the center and then raking to the edges). The maximum lift thickness largely depends upon the type of asphalt mixture and the available compaction equipment. Asphalt concrete can and should be placed in deep lifts, since the greater heat retention of the thicker layers facilitates compaction. From a compaction standpoint, patches using asphalt concrete can be backfilled in one lift. However, when placing a patch that is deeper than 125 mm (5 in.) it is often useful to leave the first lift 25 to 50 mm (1 to 2 in.) below the finished grade, making it easier to judge the total quantity of mixture required for the patch.



On the other hand, patches constructed with mixtures containing emulsified or surface asphalt must be placed in layers thin enough to permit evaporation of the diluents that make the mixture workable.

- Spread carefully to avoid segregation of the mixture (Fig. IV). Avoid pulling the material from the center of the patch to the edges. If more material is needed at the edge, it should be deposited there, and the excess raked away. The amount of mixture used should be sufficient to ensure that after compaction, the patch surface will not be below that of the adjacent pavement. On the other hand, if too much material is used, a hump will result.
- Compact each lift of the patch thoroughly (Fig. V). Use equipment that is suited for the size of the job. A vibratory plate compactor is excellent for small jobs, while a vibratory roller is likely to be more effective for larger areas.

When compacting the final lift (which may be the only lift), overlap the first pass and return of the vibratory roller or plate compactor no more than 150 mm (6 in.) on to the patch on one side. Then move to the opposite side and repeat the process. Once this is accomplished, proceed at right angles to the compacted edge, with each pass and return overlapping a few millimetres (inches) on to the uncompacted mix. If there is a grade, compaction should proceed from the low side to the high side to minimize possible shaving of the mix.

When adequate compaction equipment is used, the surface of the patch should be at the same elevation as the surrounding pavement. However, if hand tamping or other light compaction methods are used, the surface of the completed patch should be slightly higher than the adjacent pavement, since the patch is likely to be further compressed by traffic.

- Check the vertical alignment and smoothness of the patch with a straightedge or scrippline (Fig. VI).



Figure IV—Spreading the mix.

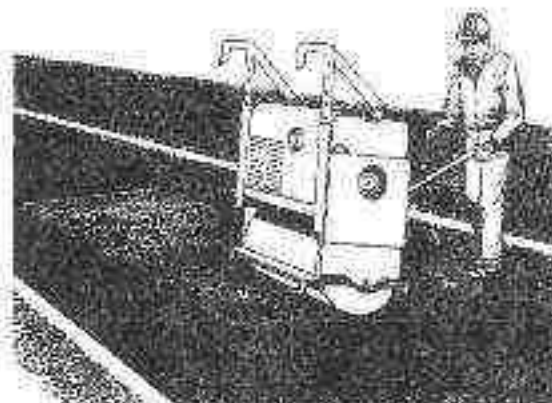


Figure V—Compacting the mix.



Figure VI—Straightedgeing the patch.

**ADDITIONAL INFORMATION\***

Additional information on pavement maintenance is available from the Asphalt Institute offices listed below.

The following Construction Manuals may also be of interest:

- CM-5 Pavement Rehabilitation — Preparation for Asphalt Overlay
- CM-6 Pavement Rehabilitation — Asphalt Widening
- CM-88 Open-Graded Asphalt Friction Courses
- CM-12 Specifications for Undersealing Portland Cement Concrete Pavements with Asphalt
- CM-14 Surface Treatment Tips
- CM-15 Maintenance and Repair of Asphalt Parking Lots

## SELECTING A PREVENTIVE MAINTENANCE TREATMENT FOR FLEXIBLE PAVEMENTS

by

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Washington, DC 20036-3309  
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Fax: (202) 367-2166  
<http://fpf.org>

June 14, 2003

Ricks, Seeds and Peshkin

### ABSTRACT

Maintenance engineers have been applying treatments to both flexible and rigid pavements for as long as such pavements have existed. The types and application of various treatments for both corrective and preventive maintenance have been the subject of research studies over a number of years, and many publications have reported these findings. Recently, the Federal Highway Administration (FHWA) has initiated an effort to encourage DOTs (state and local) to begin, or extend, the practice of preventive maintenance, since there simply is not enough money available to continue the types of maintenance currently employed.

This report specifically addresses flexible pavement preventive maintenance, including the types of pavements that are candidates for preventive maintenance, the available treatments, where and when they should be used, their cost effectiveness, the factors to be considered in selecting the appropriate treatment strategy, and a methodology to determine the most effective treatment for a particular pavement.

### KEY WORDS

Preventive preservation, pavement maintenance, pavement maintenance treatment selection, optimal timing, cost effectiveness, asphalt concrete pavements

### Hicks, Seeds and Peskin

and 3) the relative ease with which the selection process can be explained and programmed. Both tools can be used effectively in the selection/identification of suitable preventive, maintenance treatments as well as routine preservation and rehabilitation options.

The primary disadvantage of these tools is that they are generally only designed to focus attention on the one (or two) treatments that have worked well in the past. Unfortunately, they tend to ignore or overlook new/improved treatments that may be more effective. Furthermore, it should be noted that the use of decision trees and matrices, by themselves, does not ensure the selection of the optimum or most cost-effective treatment. Generally, a more sophisticated process involving the consideration of cost and timing is required to achieve optimization.

#### 3.1.1 Decision Trees

As the terminology implies, decision trees incorporate a set of criteria for identifying a particular treatment through the use of "branches." Each branch represents a specific set of conditions (in terms of factors such as pavement type, distress type and level, traffic volume, and functional classification) that ultimately leads to the identification of a particular treatment.

Figure 3-2 provides an example of a relatively straightforward maintenance and rehabilitation decision tree using only a few treatments to illustrate the concept. In this example (intended for demonstration purposes only), five criteria are used as the basis for treatment selection. It should be noted, however, that inherent in a simplified decision tree of this type are certain environmental conditions and traffic levels which influence the original determination of the recommended treatment. Accordingly, users should exercise caution in applying any decision tree for conditions that are outside the basis for its development. Examples of more comprehensive maintenance and rehabilitation decision trees, which include additional treatments, are included in Appendix B.

Many decision trees use distress criteria of a composite nature to further simplify the selection process. The Pavement Condition Index (PCI) is an example of one of these composite distress indices. The problem with decision trees based on a composite distress index is that the treatments do not always appropriately address the actual distress conditions, particularly at the higher levels of deterioration associated with pavement rehabilitation. The criteria shown in the decision tree of Figure 3-2 may be interpreted as follows:

1. **Structural Deterioration.** If little or no structural deterioration exists, the associated treatments are directed at maintaining the functional performance and preserving the intended life of the original pavement. This is the optimum timing for applying preservation treatments. If structural deterioration (in the form of large cracking or rutting) does exist, then the associated treatments are directed more at improving the structural performance, i.e., retarding the rate of structural deterioration and extending the intended life of the original pavement.

Cracks, Seals and Reskin

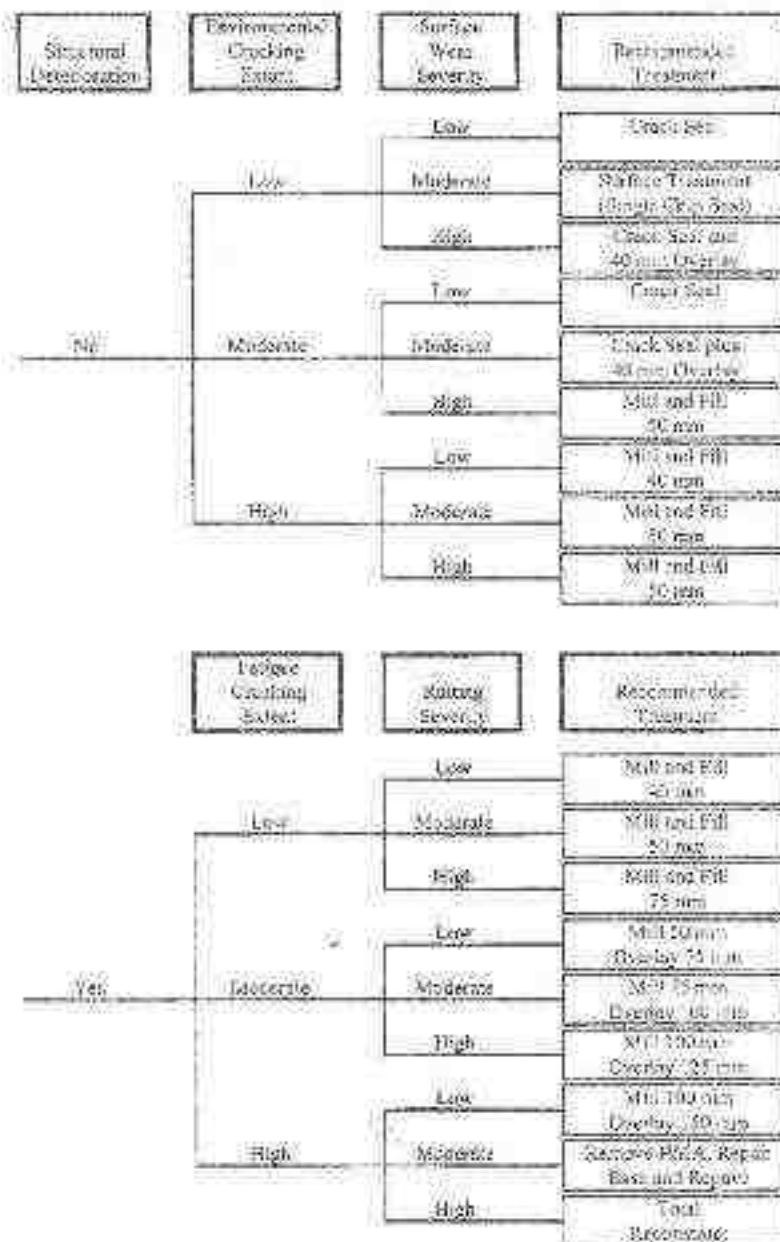


Figure 3.2. Simplified Maintenance and Rehabilitation Decision Tree for Asphalt Pavements (for demonstration purpose only)

## Hicks, Seeks and Peshkin

2. **Environmental Cracking.** This refers to the transverse, longitudinal, and block cracking that develop in an asphalt pavement as it ages and undergoes the thermal stresses associated with daily temperature cycles. Treatments for this type of distress are intended to prevent moisture intrusion and retard the rate of crack deterioration that occurs at the pavement surface. The extent levels, in this case, are defined as follows:
- **Low** – The amount of cracking is so slight that there is little question as to the feasibility of crack sealing.
  - **Moderate** – The cracking has achieved a level where sealing alone may not be cost-effective.
  - **High** – The extent of cracking is so great that crack sealing would definitely not be cost-effective and some other remedial work is required.
3. **Surface Wear.** This refers to the pavement deterioration that takes place at the asphalt pavement surface (i.e., within the top 23 mm), primarily as a result of tire wear (e.g., polishing) and material degradation (e.g., raveling). Treatments for surface wear remove and/or cover up the worn surface. The severity levels, in this case, are defined as follows:
- **Low** – Surface texture and frictional resistance are minimally affected.
  - **Moderate** – Surface texture and frictional resistance are significantly affected. The potential for wet weather accidents is increased.
  - **High** – Surface texture and frictional resistance are heavily affected. The probability of wet weather accidents is near (or above) the unacceptable level.
4. **Fatigue Cracking.** Wheelpath cracking associated with the cumulative effects of wheel loads is a clear indication of structural deterioration and loss of load-carrying capacity in a pavement. Accordingly, rehabilitation strategies tend to focus on removal and replacement of significant amounts of the HMA surface layer and, in some cases, base course. The extent levels are defined as follows:
- **Low** – Less than one percent of the wheelpath area exhibits load-associated cracking, which may start as single longitudinal cracks.
  - **Moderate** – At least 1 and up to 10 percent of the wheelpath area exhibit cracking, likely in an interconnected pattern. The rate of crack progression is increasing.
  - **High** – Ten percent or more of the wheelpath area exhibits load-associated cracking. Rapid progression to 100 percent of the wheelpath area is likely.

## Hicks, Szeda and Peshkian

5. **Rutting** This type of permanent deformation can take place in any one or more of the pavement layers. If the HMA surface layer is of poor quality (either because of poor mix design or improper construction), rutting can be confined to the top 50 to 75 mm of the pavement. If the structural design is inadequate or the pavement is overloaded, rutting can take place in the underlying pavement layers and/or in the subgrade soil. Generally, pavement rehabilitation strategies are targeted at replacing the deteriorated/deformed layers. The treatments recommended in Figure 3.2 are based on the assumption that the rutting is confined to the HMA surface layer. The three rut-severity levels are defined as follows:

- **Low** – Rut depth is less than 6 mm. Problems with hydroplaning and wet weather accidents are unlikely.
- **Moderate** – Rut depth is in the range of 7 to 12 mm. Inadequate cross slope can lead to hydroplaning and wet weather accidents.
- **High** – Rut depth is greater than 13 mm. The potential for hydroplaning and wet weather accidents is significantly increased.

Again, Figure 3.2 is an example of how an agency (or organization) may develop their own decision tree.

Figure 3.3 provides another example of relatively simple decision trees developed by Hicks et al. (11) which are geared towards preventive maintenance treatments. These decision trees independently address pavement roughness, rutting, cracking, and raveling/grading, respectively. In Figure 3.3(a), the decision criteria include type of roughness and average daily traffic (ADT) level. In Figure 3.3(b), the criteria include the cause of rutting and ADT level. In Figure 3.3(c), the criteria include the type of cracking and ADT level. Finally, in Figure 3.3(d), the decision criteria for treatment include structural condition (ability to carry heavy traffic) and ADT. Another example of a decision tree for preventive maintenance has been developed by Michigan DOT (12) and is presented in Figure 3.4. Decision trees have also been developed at Westrock (13) and by the states of New York (14) and Minnesota (15). These can be found in Appendix B.

### 3.1.2 Decision Matrices

Decision matrices are very similar to decision trees in the sense that each relies on a set of rules or criteria to arrive at an appropriate maintenance or rehabilitation treatment. The major difference is that decision trees provide a more systematic and graphical approach to the selection process. The fact that decision matrices are tabular, however, makes them capable of storing more information in a smaller space.



Hicks, Szabo and Peckin

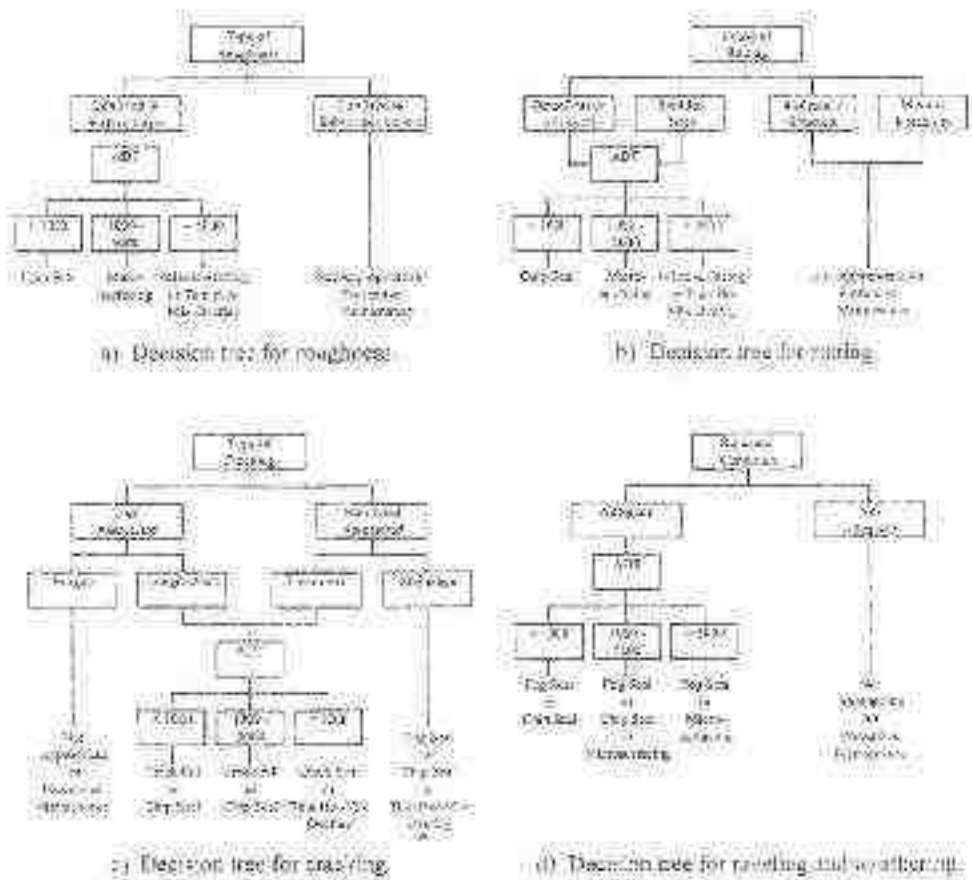


Figure 3.3: Example Decision Trees for Preventive Maintenance Considering Roughness, Rating, Cracking, and Raveling/Withering (11)



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### Crack Sealing

Crack sealing is one maintenance technique used to prolong the life of asphalt pavements. This technique is most often used on longitudinal, transverse, edge, or block cracks, in the attempt to prevent water penetration and further damage to the asphalt pavement.

The first step in crack sealing is to rout the cracks. Routing removes deteriorated material and provides a uniform vertical groove in which the sealant can be applied. Next, the routed cracks must then be cleaned. This is most often done with compressed air to remove loose debris and prepare the surface for sealant. The last step involves the application of hot sealant into the routed cracks. The hot sealant remains flexible, which allows it to remain resilient during the extreme temperature changes in our area.

Crack sealing is very effective and often extends the life of asphalt pavement three to sometimes five years.

### Chip Sealing

Chip seals are economical surface treatments designed to protect and prolong the lives of pavements. In a single chip seal, an asphalt binder is sprayed on the pavement, then immediately covered by a single layer of uniformly sized chips. The new surface treatment is then rolled to seat the aggregate, and broomed to remove any loose chips. There are also variations of the technique, used for special needs.

Chip seals can be used to protect new pavements, to increase macro-texture, and to prolong the life of a pavement which is structurally sound but is beginning to age and may have some surface distress. Traditionally, chip sealing is most common on low-volume roads, but with the development of improved materials and technologies, chip sealing on high-volume roads is becoming more popular.

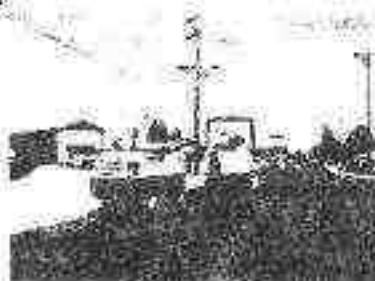
### Micro-Surfacing

Micro-Surfacing is a polymer modified cold-mix paving system, developed in Europe in the 1970's. Like its parent product, slurry seal, Micro-Surfacing begins as a mixture of dense-graded aggregate, asphalt emulsion, water, and mineral fillers. While conventional slurry seal is used around the world as an economical treatment for sealing and extending the service of both urban and rural roads, Micro-Surfacing has many added capabilities, thanks to the use of high-quality, carefully monitored materials, including advanced polymers and other modern additives.

### Asphalt Patching

Patching is an asphalt maintenance technique used to repair pavement that has deteriorated to the point of disintegration. This technique involves the removal and replacement of asphalt, and can be either partial or full depth.

Partial depth patching involves the removal of the failed surface layer of asphalt only. Most often, a grader or road milling machine is used to remove the deteriorated surface layer. The excavated area is cleaned and an emulsion is applied to help bond the new surface layer to the layer being used as the base. Once the emulsion is applied, the new surface layer of hot mix asphalt



can be laid and compacted.

Full depth patching often involves the removal of several asphalt layers and can be as extensive as removing all layers down to the subgrade. Full depth may also require that some or even all of the subgrade is removed and replaced. Because of the need to remove several layers, the new asphalt is usually repaved in lifts (small layers) with each lift being compacted.

### Cold Planing / Milling

Cold Planing, a term most of us are not familiar with, has been used in road maintenance since the 70's. Also referred to as cold milling, cold planing is the mechanical removal of deteriorated asphalt pavements in the process of road rehabilitation.

This method of removing deteriorated asphalt pavement is the only method that allows precise depth removal. In other words, only the deteriorated asphalt is removed, saving both time and money. Preset set points and momentary actual milling depth is monitored by digital controllers. Asphalt is removed by round-shank cutters attached to a milling drum. A Tungsten Carbide tipped scraper collects reclaimed material and shaves off spikes in the pavement. Reclaimed asphalt is then moved by a two-part loading system, a primary conveyor and a discharge conveyor. The recyclable asphalt material is then discharged by a conveyor into waiting trucks.



Cold planing is by far the best method to remove deteriorated asphalt by providing tremendous savings in labor costs and equipment costs. The best result is the rejuvenated pavement.

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**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: May 17, 2005**

**COUNCIL MEETING TIME: 3:00 p.m.**

**ITEM TITLE OR DESCRIPTION:**

**Bid 04-17, Repairs to the Pedestrian Bridge at Chau Ram County Park.** This bid was issued for a qualified construction contractor to repair the cable-suspended bridge at Chau Ram County Park.

**BACKGROUND OR HISTORY:**

The cable-suspended pedestrian bridge at Chau Ram Park sustained severe damage during the hurricane rain on September 28, 2004. The heavy rains brought logs down the river that jammed against the bridge and pulled one of the concrete anchor blocks from the ground, snapped some cables, dislodged the right side from its foundation and twisted the bridge. Park personnel and visitors to the park cannot access the Park area across the Chauga River since the bridge had to be closed for repairs.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Repair to the bridge is vital to the full operation of the Park. The pedestrian bridge is the only way to access the primitive campground, approximately three (3) miles of hiking trails and an amphitheater-type area which are located across the Chauga River. Also, access to the other side of the river is critical when a rescue operation is necessary.

**STAFF RECOMMENDATION FOR COUNCIL ACTION:**

The recommendation is to award the bid to the low bidder, Alpha Construction Company, in the amount of \$92,676. Attached are a recommendation letter from Cranston, Robertson & Whitehurst, P.C., Engineers and a bid tabulation sheet.

**FINANCIAL IMPACT:**

Funding and cost for the repair of the bridge are as follows:

Engineering cost to repair bridge	9,965.00
Construction cost to repair bridge	92,767.00
Total cost to repair bridge	102,732.00
Payment from Insurance Reserve Fund	97,187.50
Funds PRT budget	5,544.50
Total funding to repair bridge	102,732.00

The Insurance Reserve Fund paid Oconee County's insurance claim for damage to the bridge in the amount of \$97,187.50. From this insurance claim payment, a Purchase Order has been issued for engineering cost in the amount of \$9,965. PRT has the needed additional funds of \$5,544.50 to cover the cost of repair to the bridge.

The repair of the bridge will allow full operation of the Park to maximize the revenue of Chau Ram Park and the benefits of this park to the County.

**ATTACHMENTS:**


Bid Tabulation sheet

Award Recommendation letter from Crumston, Robertson & Whitehurst, P.C.

**Submitted or Prepared By:**

  
Marianne A. Dillard, Procurement Director

**Approved for Submittal to Council:**

  
Ron H. Rabun, County Administrator

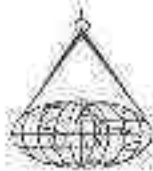
**Reviewed By/ Initials:**

N/A County Attorney

PLJ Finance

N/A Other

C: Clerk to Council



# Cranston, Robertson & Whitehurst, P.C.

ENGINEERS PLANNERS SURVEYORS

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TELEPHONE (706) 735-0258  
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J. ERIC CRANSTON, P.E., C.E.S.  
THOMAS B. ROBERTSON, P.E., A.L.S., S.L.S.  
KAREN S. WHITEHURST, V.P., S.E.  
JAMES B. CRANFORD, V.P., S.E.  
DAVID S. WELCH, P.E.  
SCOTT P. W. COBBEN, III

RECEIVED

MAY 09 2005

OCULSEE COUNTY  
PURCHASING DEPT.

JOHN L. KIRWAN, S.E.  
DAVID SWANN, P.E., S.L.S.  
EVYING BARKLEY  
JAMES E. LANG  
J. DANIEL HOSKINSON  
JAMES M. BRIDGES  
ROSA M. ENNY  
ALSON W. WEINGARTEN  
D. SCOTT WILKINS

May 3, 2005

Ms. Marianne Dillard  
Oconee County Procurement Office  
415 South Pine Street  
Wallisla, South Carolina 29691

Re: Chauga River Pedestrian Bridge Repairs  
Chau Ram County Park  
Bid No. 04-017  
Westminster, South Carolina  
Our File No. / 2004 0357

Dear Ms. Dillard:

As you are aware, the bid was held for the Repairs to Pedestrian Bridge at Chau Ram County Park at your office on May 4, 2005. Two bidders, Alpha Construction Company and Saddlebrook Construction, Inc. responded with bids for the project. Both bids were faxed to our office for review on May 4, 2005. We have completed our review of the bids and found that both bids were acceptable with Alpha Construction being the low bidder submitting a bid of \$92,767.00. It is our understanding that the low bid is within the construction budget for the project.

It is our recommendation that Alpha Construction be awarded this contract for the total base bid amount of \$92,767.00. We stand prepared to discuss the bids in greater detail as necessary. Please contact us at your earliest convenience should you have any additional questions or comments regarding any aspect of the project.

Sincerely,

CRANSTON, ROBERTSON & WHITEHURST, P.C.

  
James B. Cranford, Jr., P.E.

Cc: Ana Albertson



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** 5/17/05  
**COUNCIL MEETING TIME:** 3:00 p.m.

**ITEM TITLE OR DESCRIPTION:**

Oconee County Parks and Tourism Commission request funds to assist with the purchase/reprint of Waterfalls of the South Carolina Upcountry brochure in cooperation with Discover Upcountry Carolina Association.

**BACKGROUND OR HISTORY:**

During the Fiscal Year allocation and spending of Local Accommodations Tax funds received by the County are allocated to enhance the facilities that serve the tourists who visit the County and support the public services that are available to tourists in order to promote and further encourage tourism in the County. 2004-26, "An Ordinance Amending Ordinance 2002-14, An Ordinance Amending Ordinance 2001-05, An Ordinance For The Purpose Of Establishing A Local Accommodations Tax To Apply To All Accommodations Located In Oconee County.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

This brochure was developed by the Pendleton District Commission and cosponsored by Discover Upcountry Carolina Association. Thirty thousand copies were originally produced and due to tremendous popularity, the supply was quickly depleted. The original brochure gives directions to thirty-one waterfalls of which twenty-two are located in Oconee County. The brochure will include the addition of Oconee County Parks & Tourism Commission listed in print on the back of the brochure with a contact address and telephone number. We will also receive approximately 10,000 brochures.

**STAFF RECOMMENDATION:**

The Oconee County Parks and Tourism Commission unanimously agreed to recommend to County Council that funds in the amount of \$2,500.00 be given to Discover Upcountry Carolina Association for the additional purchase/reprinting of the Waterfalls of the South Carolina Upcountry brochure.

**FINANCIAL IMPACT:**

\$2,500.00 taken from Local Accommodations Tax.

**ATTACHMENTS:**

Letter from Tim Todd, Executive Director of Discover Upcountry Carolina Association  
Letter of support from Oconee County Parks & Tourism Commission Chairperson, Mildred Spearman  
Original Brochure

**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

SA Finance

     Other





April 11, 2005

Ms. Mildred Spearman, Chairperson  
Oconee County Parks and Tourism Commission  
615 Debra Drive  
Westminster, SC 29693

Dear Mildred:

I enjoyed speaking with you last week regarding the *Waterfalls of the South Carolina Upcountry* brochure that was first produced in 2004. This brochure was developed by the Pendleton District Commission and co-sponsored by Discover Upcountry Carolina Association. Thirty thousand copies were produced and due to the tremendous popularity, the supply was quickly depleted.

We are in the process of making corrections and updates to the brochure and hope to send it to the printer within the next three weeks. Our organizations have collectively budgeted \$5,000 for the reprint, which will allow us to produce thirty thousand brochures. We would very much like to print fifty thousand copies, which would cost approximately \$7,500. The print estimates are as follows: 30,000 - \$4,887.50; 40,000 - \$6,164.00; 50,000 - \$7,440.50.

In order to produce the fifty thousand copies, we would like to request that the Oconee County Parks and Tourism Commission allocate \$2,500 to this project.

Please let me know what questions you have and if the commission is interested in assisting with this project.

Thank you for your interest and consideration.

Sincerely,

Tim Todd  
Executive Director

/w/

c. Vicki Fletcher  
Brenda Bachert

OCONEE COUNTY PARKS & TOURISM  
COMMISSION

May 5, 2005

Ron Rabun, County Administrator  
415 S. Pine Street  
Walhalla, SC 29691

Dear Mr. Rabun:

The Parks and Tourism Commission is in favor of assisting Discover Upcountry Carolina Association with funds for the purpose of reprinting the beautiful Waterfall brochure. Our request for \$2,500.00 will enable a larger quantity of brochures to be reprinted along with the addition of Oconee County Parks & Tourism Commission being listed in print on the back of the brochure with a contact address and telephone number. We will also receive approximately 10,000 brochures that will be disseminated to the public through the PRT Office and events the commission participates in, making it possible to reach out to visitors and prospective visitors to our area.

Your support of this worthwhile request is greatly appreciated.

Sincerely,



Mildred Spearman, Chairperson  
Oconee County Parks & Tourism  
Commission

MS/bb

**AGENDA ITEM SUMMARY**  
**OCONEE COUNTY, SC**  
**COUNCIL MEETING DATE: 5/17/05**  
**COUNCIL MEETING TIME: 3:00 pm**

**ITEM TITLE OR DESCRIPTION:**

Third & Final Reading of Ordinance 2005-08, "AN ORDINANCE TO AMEND THE JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, DATED MAY 4, 1998 AND AMENDED ON DECEMBER 7, 1998, ON DECEMBER 21, 1999, APRIL 4, 2000 AND AUGUST 3, 2003; SUCH INDUSTRIAL/BUSINESS PARK BEING GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND OCONEE COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976 §4-1-170, ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU AD VALOREM TAX TO THE COUNTIES AND RELEVANT TAXING ENTITIES; AND, TO PROVIDE THAT JOBS TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR INDUSTRIES LOCATING IN SAID PARK, AND TO PERMIT A USER FEE IN LIEU OF AD VALOREM TAXATION"

**BACKGROUND OR HISTORY:**

CG Roxane LLC has requested that the two parcels of land it owns in Oconee County be placed in our multi-county park with Pickens County.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Industries in multi-county parks do not pay ad valorem taxes to counties, but they do pay fee-in-lieu of taxes.

**STAFF RECOMMENDATION FOR COUNCIL ACTION:**

Third & Final Reading of Ordinance 2005-08 (Titled above)

**FINANCIAL IMPACT:**

One percent of the fee collected each year will be sent to Pickens County.

**ATTACHMENTS:**

Proposed Ordinance  
Submitted or Prepared By:

Opal O. Green  
Department Head

Approved for Submittal to Council:

  
Ron H. Rabun, County Administrator

Reviewed By/ Initials:

\_\_\_\_\_ County Attorney

\_\_\_\_\_ Finance

\_\_\_\_\_ Other

C: Clerk to Council

ORDINANCE NO.

AN ORDINANCE TO AMEND THE JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, DATED MAY 4, 1998 AND AMENDED ON DECEMBER 7, 1998, ON DECEMBER 21, 1999, APRIL 4, 2000, and \_\_\_\_\_, 2003; SUCH INDUSTRIAL/BUSINESS PARK BEING GEOGRAPHICALLY LOCATED IN PICKENS COUNTY AND OCONEE COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976 §4-1-170, ET SEQUITUR, AS AMENDED, TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX TO THE COUNTIES AND RELEVANT TAXING ENTITIES; AND TO PROVIDE THAT JOBS TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR INDUSTRIES LOCATING IN SAID PARK, AND TO PERMIT A USER FEE IN LIEU OF AD VALOREM TAXATION.

WHEREAS, Oconee County, South Carolina and Pickens County, South Carolina (jointly the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial or business park within the geographical boundaries of one or more of the member Counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties, Oconee County, South Carolina entered into an agreement with Pickens County, South Carolina to develop jointly an industrial and business park (the "Park") as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, (the "Act"),

WHEREAS, the Counties executed an Agreement for Development for Joint County Industrial Park dated May 4, 1998 (the "Agreement") and amended on December 7, 1998 (the "First Amended Agreement") and amended on December 21, 1999 (the "Second Amended Agreement") and amended on April 4, 2000 (the "Third Amended Agreement") (jointly referred to herein as the "Agreement") and amended on \_\_\_\_\_, 2003 (the "Fourth Amended Agreement") and the Counties now wish to amend the Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL:

SECTION 1. Oconee County is hereby authorized to amend the Agreement so as to expand the Park premises located within Oconee County and Pickens County. The form

of the fifth amended joint industrial park agreement (the "Fifth Amended Agreement") is attached hereto, and all terms of the Agreement, First Amended Agreement, Second Amended Agreement, Third Amended Agreement and Fourth Amended Agreement are incorporated herein. The form, terms and provisions of the Fifth Amended Agreement presented to this meeting and filed with the Clerk to the County Council be and they are hereby approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fifth Amended Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and the Clerk to the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fifth Amended Agreement in the name and on behalf of the County. The Fifth Amended Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Fifth Amended Agreement now before this meeting.

SECTION II. The maximum tax credits allowable by South Carolina Code of Laws, 1976, Section 12-6-3360, as amended, will apply to any business enterprise located in the Park.

SECTION III. Any business enterprise locating in the Park shall pay a fee in lieu of ad valorem taxes as provided for in the Agreement, as amended, Article VIII, Section 13 of the South Carolina Constitution and the Act. The user fee paid in lieu of ad valorem taxes shall be paid to the county treasurer for the county in which the premises is located. That portion of the fees from the Park premises located in Pickens County and allocated pursuant to the Agreement, as amended, to Oconee County shall be paid by the Pickens County Treasurer to the Oconee County Treasurer within five business days of receipt for distribution, such distribution shall be made in accordance with the Agreement. That portion of the fees from the Park premises located in Oconee County and allocated pursuant to the Agreement, as amended, to Pickens County shall be paid by the Oconee County Treasurer to the Pickens County Treasurer within five business days of receipt for distribution, such distribution shall be made in accordance with Agreement, as amended. Payments shall be made by a business or industrial enterprise on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the county tax collector for the county where the premises is located, shall maintain all liens and rights to foreclose upon liens provided for the counties in the collection of ad valorem taxes.

SECTION IV. The administration, development, promotion, and operation of the Park shall be the responsibility of the county in which each premises of the Park is located. Provided, that to the extent any Park premises is owned by a private developer, the developer shall be responsible for development expenses as contained in the Agreement, as amended.

SECTION V. In order to avoid any conflict of laws or ordinances between the Counties, the Oconee County ordinances will be the reference for such regulations or laws in connection with the Park premises located within Oconee County and the Pickens County ordinances will be the reference for such regulations or laws in connection with the Park premises located within Pickens County. Nothing herein shall be taken to supersede any state or federal law or regulation. The county in which the premises is located is specifically authorized to adopt restrictive covenants and land use requirements for the Park at the county's sole discretion.

SECTION VI. The Sheriff's Department for the county within the Park premises is located will have initial jurisdiction to make arrests and to exercise all authority and power within the boundaries of the Park premises located within each county, and fire, sewer, water and EMS services will be provided by the service district within whose jurisdiction the Park premises are located.

SECTION VII. Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION VIII. The Agreement, as amended, may not be terminated except by concurrent ordinances of Oconee County Council and Pickens County Council. In any event, this Ordinance shall terminate twenty (20) years from the date of its execution by both parties.

SECTION IX. Oconee County hereby designates the following distribution of the portion of the fee-in-lieu of ad valorem taxes received by Oconee County pursuant to the Agreement, as amended, for Park premises located in Pickens County.

Oconee County, South Carolina	100%
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SECTION X. Oconee County hereby designates that the distribution of the fee in lieu of ad valorem taxes pursuant to the Agreement received by Oconee County for Park premises located in Oconee County be paid to each of the taxing entities in Oconee County which levy an ad valorem property tax in any of the areas comprising the Oconee Park in the same percentage as is equal to that taxing entity's percentage of the millage rate being levied in the then current tax year for the property tax purposes, provided that the County may, from time to time, by ordinance, amend the distribution of the fee in lieu of tax payments to all taxing entities. A portion of the fee in lieu of ad valorem taxes which Oconee County receives pursuant to the Agreement, as amended, for Park premises may be, from time to time and by ordinance of Oconee County Council or its successor, designated for the payment of Special Source Revenue Bonds issued pursuant to Sections 4-1-175 and 4-29-68 of the South Carolina Code of Laws, 1976, as amended or an Infrastructure Tax Credit issued pursuant to Section 4-1-175, as amended.

SECTION XI. The Ordinance shall be effective after third and final reading and publication.