

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 6/19/07
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Approval of 2007-08 Sewer Commission Budget

BACKGROUND OR HISTORY:

The Sewer Commission is a component of Oconee County and therefore it is necessary that their budget be approved by Council in the same manner as the budget for the Oconee County School District.

SPECIAL CONSIDERATIONS OR CONCERNS:

Council will note that the budget is up \$118,785 overall as explained by Mr. Adams, Chair, Sewer Commission.

STAFF RECOMMENDATION FOR COMMITTEE ACTION:

Staff recommends adoption of the 2007-08 Sewer Commission Budget.

FINANCIAL IMPACT:

N/A to County Budget.

ATTACHMENTS:

Proposed 2007-08 Sewer Commission budget
Submitted or Prepared By:

Opal O. Green
Department Head

Approved for Submittal to Council:


Phyllis Lombard, County Administrator

Reviewed by:

___ N/A ___ : Finance

___ N/A ___ : County Attorney



Oconee County Sewer Commission

623 Return Church Road Seneca, South Carolina 29678
Phone: 864-972-3900 Fax: 864-972-3917

Mr. Marion Lyles
Oconee County Council Chairman
415 South Pine Street
Wallhalla, SC 29691

June 4, 2007

RE: 2007-2008 Sewer Commission Budget

Dear Mr. Lyles,

Attached find a copy of the Oconee County Sewer Commission's 2007-2008 Budget which includes the 2006-07 Supplemental for your review. This budget was approved by the Sewer Commission at the May 7, 2006 meeting. Please review this document and if you need the Commission Members to be present in a County Council meeting to formally present it to the Council, please contact the Commission office. This budget will probably require revision upon completion of the anticipated restructure of the OCSC to the Joint Authority by the end of this year.

Members of the Finance Committee and Mr. Robert Winchester, our General Superintendent, have worked intimately with this budget and are available to answer questions.

Facts about the Budget

- A) The total budget is up \$118,785 overall.
- B) This budget contains Capital Projects in the amount of \$255,000 some of which are carryover projects from the 20056-07 Budget. These Capital Projects include the replacement of existing equipment from the Depreciation Fund.
- C) The SWAG Capital Upgrades and Expansion expense of \$609,947 is added. This expense will be paid by the cities from funds received from the county per the SWAG Agreement.
- D) Infrastructure Projects expense is in the amount of \$1,000,000 and is carried over from the 2006-07 Budget. This cost will be transferred from OCSC Depreciation Fund.
- E) The user fees to the cities will increase by \$122,719 due to increase in the cost of operation over the past year. The user fees to the cities will be \$2,577,112 excluding the unmetered flows. Pro rata shares for the cities were determined at the May 7, 2007 Oconee County Sewer Commission meeting per the attached worksheet.
- F) Transfer from Retained Earnings from Prior Year will remain the same.
- G) The O&M costs plus a contingency fund of \$90,000 and principal payments for the SRLP loan increased a total of \$17,909.
- H) The budget includes a total of 20 employees. The same number as last year.
- I) A 3% Cost of Living increase is included in the Salaries Line Item.
- J) Employer Retirement Costs increased from 8.5% to 9.06%.

- K) Health insurance costs are projected to increase 14%.
- L) Building, Vehicle and Liability Insurance Budget is up by \$400.
- M) The actual funding of Depreciation expense in the sewer use fees will remain at \$445,591.
- N) Interest expense for the Loan is included in the O&M budget in the amount of \$177,288.
- O) The budget does not contain any County funding.

call Please review this information, and if you have questions or comments, please

Sincerely,

Howard S. Adams
Howard S. Adams
Chairman OCSC

CC: County Council Members
Commissioners

COONEE COUNTY SEWER COMMISSION
2007/08 BUDGET

ACCOUNT CODE	LINE ITEM	Approved 2006/07 BUDGET/YR	First SUPPLEMENTAL 2006/07 BUDGET/YR	Approved 2007/08 BUDGET/YR
5000	Salaries	889,101	636,566	877,676
5020	Overtime & Standby	18,034	18,000	23,000
5040	Social Security	54,086	50,390	51,842
5060	Retirement	57,085	50,719	61,380
5080	Workers' Compensation	21,000	15,600	21,000
5080	Commission Compensation	10,800	9,560	10,800
5100	Travel & POV Mileage	280	200	300
5120	Seminars, Meetings, Workshops	2,500	2,500	2,500
5140	Professional Dues and Fees	3,400	1,400	1,400
5160	Training Courses & Materials	600	800	800
5180	Accounting Fees	1,000	1,000	1,000
5200	Audit Fees	9,000	9,000	14,000
5220	Engineering Fees	20,000	20,000	20,000
5240	Legal Fees	20,000	30,000	30,000
5260	SRLF Management Fees	1,200	1,200	1,200
5300	SCDHEC Fees	4,000	5,000	6,000
5320	SCDHEC Fines			
5340	Insurance, Health	90,812	71,000	103,500
5360	Insurance, Buildings	10,000	9,198	10,000
5380	Insurance, Vehicles	5,000	4,500	5,000
5400	Insurance, Liability	4,600	4,600	5,000
0000	Insurance, Unemployment	0		
5420	Surety Bond	1,200	1,155	1,200
5440	Supplies, Safety Equipment	1,800	2,200	2,000
5460	Supplies, Office	3,500	3,000	3,500
5480	Office Equip. & Service Contracts	2,100	2,500	2,600
5500	Supplies, Janitorial	1,000	1,000	1,000
5520	Lubricants	4,000	4,000	4,000
5540	Supplies, Medical	100	200	200
5560	Medical, Hepatitis B Vaccine	500	500	1,000
5580	Supplies, Operations	2,000	4,315	5,000
5600	Laboratory, Supplies	13,000	24,630	16,000
5620	Laboratory, Equipment Calib	750	500	750
5640	Laboratory, Toxicity Analysis	8,000	10,000	10,000
5660	Laboratory, Int/Ext Analysis	10,000	10,000	20,000
5680	Process Chemicals	80,000	80,000	65,000
5700	Uniforms	4,355	6,150	4,355
5720	Telephone	3,500	3,500	3,500
5730	Garbage	250	250	250
5740	Electricity	405,000	405,000	420,000
5760	Water, Plant	2,000	2,300	3,000
5780	Water, Pump Stations	1,500	1,500	1,800
5790	Natural Gas	145,000	90,000	145,000
5800	Fuels	13,500	12,500	16,500
5820	Printing and Publications	1,200	1,300	1,500
5840	Postage	1,750	1,750	1,900
5860	Equipment Rentals	1,000	1,000	2,000
5900	Advertising	500	790	750
5920	Miscellaneous	1,000	750	1,000
6000	Misc., UPS, Shipping, Freight	500	0	500
6020	Misc., Employee Physicals	625	900	1,600
6040	Misc., Employee Christmas	1,750	2,500	2,500
6080	Sludge Disposal	60,000	65,000	75,000

OCONEE COUNTY SEWER COMMISSION
2007/08 BUDGET

Fig. 2

ACCOUNT CODE	LINE ITEM	2006/07 BUDGET/YR	First SUPPLEMENTAL 2006/07 BUDGET/YR	2007/08 BUDGET/YR
6120	Maint., Vehicles	8,000	3,000	8,000
6140	Maint., Off-Road Vehicles	5,000	4,000	5,000
6160	Maint., Buildings	5,000	17,500	5,000
6180	Maint., Grounds	2,000	1,000	2,000
6200	Maint., Pump Stations	35,000	15,000	35,000
6210	Maint., Sludge Dryer	25,000	15,000	25,000
6220	Maint., Treatment Plant	25,000	41,333	40,000
6240	Maint., Service Contracts	4,500	5,000	4,500
6250	Maint., Tools Purchased	2,000	2,000	2,000
6280	Maint., Trunk Lines	10,000	5,000	10,000
6320	Capital Expenditures	16,000	16,000	16,000
6340	Capital Expend., Vehicles	0	0	100,000
6360	Cap. Exp., Safety Equipment	3,000	3,000	5,000
6400	Depreciation (amt to be covered by current yr. revenue = 3445,891)	757,869	757,869	757,869
7200	Interest Expense	195,197	195,197	177,288
	Pretreatment Expenditures (see attached schedule)	146,553	144,386	150,813
	O & M TOTAL	3,013,107	2,589,027	3,203,963
1340	Contingent Fund	90,000	90,000	90,000
1480	SRF Principal & Loan Coverage Payments (\$737,826 - 617,288)	536,739	536,739	554,648
	SUBTOTAL	626,739	626,739	644,648
	Capital Improvements	345,000	345,000	285,000
	SWAG Capital Upgrades & Expansion	609,947	609,947	609,947
	Infrastructure Projects (Marlin's Creek)	1,000,000	1,000,000	1,000,000
	GRAND TOTAL	5,594,763	5,470,713	6,713,576
PROJECTED REVENUE SOURCES				
A	Sewer Usage Fees	2,454,393	2,454,393	2,577,117
	Unmetered Flows (Westminster)	26,430	35,000	39,337
B	SWAG Capital Upgrades & Expansion Fees (Cities)	609,947	609,947	609,947
C	Septic Tank Services	66,000	100,000	100,000
D	Interest Income (non-restricted)	55,000	55,000	55,000
E	Industrial Pretreatment	166,553	171,888	171,888
F	Budgeted from Prior Years Retained Earnings	849,470	849,470	849,470
G	Transfer from Gross Revenue			
H	Transfer from Depreciation	345,000	191,015	310,824
I	Transfer from Special Expenses Fund			
J	Infrastructure Projects (Depreciation Transfer)	1,000,000	1,000,000	1,000,000
	REVENUE TOTAL	5,594,763	5,470,713	6,713,576
	VARIANCE	0	0	0

COONEE COUNTY SEWER COMMISSION
2007/08 BUDGET

ACCOUNT CODE	LINE ITEM	2006/07 BUDGET/YR	First SUPPLEMENTAL 2006/07 BUDGET/YR	2007/08 BUDGET/YR
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ATTACHMENT:
SCHEDULE OF EXPENSES FOR CONTRACT SERVICES
Industrial Pretreatment Program

4520	Pretreatment, Salaries	49,917	48,593	52,099
4540	Pretreatment, FICA	3,819	3,710	3,940
4560	Pretreatment, Retirement	4,093	3,740	4,086
4580	Pretreatment, Workers' Comp	1,352	1,313	1,396
4600	Pretreatment, Insurance	4,855	4,803	5,447
4620	Pretreatment, Materials	650	650	1,599
4640	Pretreatment, Laboratory	30,000	30,000	30,000
4660	Pretreatment, Travel	3,200	3,200	3,200
4680	Pretreatment, Miscellaneous	48,667	48,667	48,566
TOTAL		146,553	144,386	150,813

**WORKSHEET FOR THE
2006-07 PROPOSED BUDGET
OCONEE COUNTY SEWER COMMISSION**

Gallons Metered, All Cities

2006 Flow = 1,016,014,360 Gallons

Percentages and Metered Flows By Cities

	<u>Seneca</u>		<u>Walhalla</u>		<u>Westminster</u>	
	<u>%</u>	<u>Gallons</u>	<u>%</u>	<u>Gallons</u>	<u>%</u>	<u>Gallons</u>
2006	62.04	630,288,689	20.46	207,904,685	17.50	177,820,986
Monthly Base		52,524,057		17,325,390		14,818,416

Gallons/yr Based on 2006 Flow
1,016,014,360

User fees needed to balance budget	=	2,577,112
Seneca	=	\$1,598,840.28 /yr
Walhalla	=	\$527,277.12 /yr
Westminster	=	\$450,994.80 /yr
Total		\$2,577,112
		\$214,759.33

Infrastructure Funds To Be Billed to the Cities

County Revenue Shares to the Cities (SWAG)		\$609,947
Seneca	62.04%	\$378,411.12
Walhalla	20.46%	\$124,795.16
Westminster	17.50%	\$106,740.72

MEMORANDUM OF UNDERSTANDING

Oconee County (hereinafter "County"), and the Oconee County Sewer Commission (hereinafter "Commission"), are in the process of negotiating an Intergovernmental Agreement with water and sewer entities in Oconee County; and at this time, the County and the Commission wish to clarify their respective positions with each other. This clarification is based on the following STATEMENTS OF FACT, Key Phrases from Agreements and other Documents of Record, and historical, precedent setting activities, events and actions by the parties since the "Commission" began construction of the Concross Creek Wastewater Treatment Facilities.

Now, Therefore the County and Commission agree as follows:

Statements of Fact

Oconee County is a body politic of the State of South Carolina which is governed by a County Council, by virtue of Section 16 of Article VIII of the Constitution of the State of South Carolina, as well as other enabling legislation, and is fully empowered to enter into this Memorandum of Understanding.

The Oconee County Sewer Commission is a Commission created by South Carolina Legislative Act # 950 dated October 28, 1971 which was later amended per Oconee County Council Resolution #4 dated March 20, 1975.

The qualified electors of Oconee County approved by public referendum on April 13, 1976, that Oconee County Council, acting through the Oconee County Sewer Commission, be authorized to acquire, purchase, construct and operate a wastewater treatment facility and other necessary appropriate apparatus and the referendum established the method of funding those facilities.

The Oconee County Sewer Commission was awarded a Federal Grant #C450366-01, under the provisions of the Federal Water Pollution Control Act Amendments of 1972 in the amount of \$10,409,706.00 which represented 75 percent of the eligible project cost for the construction of the facilities.

Oconee County Council Adopted ORDINANCE 78-1 which ratified and confirmed the terms and provisions of the AGREEMENT between Oconee County and the cities of SENECA, WATKINSVILLE, and WESTMINSTER, for the operation and maintenance of the Oconee County Sewer System. The AGREEMENT was executed in several counterparts each of which was an original and all constituted one and the same instrument. Oconee County Council also adopted ORDINANCE 78-2 which is titled "An Ordinance for the Regulation and Operation of the Oconee County Sewer System" and the same is known as "Oconee County Sewer Ordinance of 1978". Both Ordinances

were adopted at third and final readings March 21, 1978 and the Documents are considered as a whole in this Memorandum of Understanding. Both included essential inducements to the cities of SENECA, WALHALLA, and WESTMINSTER to accept the burden of insuring the financial success of the system, for a period of 40 years.

The Commission is a "unique" Agency of the County structured pursuant to Oconee County Ordinance 78-2. The purpose of Ordinance 78-2 is to provide for the composition and make up of the Oconee County Sewer Commission; the method of selection of its members; the charge and responsibilities of such Commission in operating and maintaining the facilities of the Oconee County Wastewater Treatment Program; to define the purposes of the program undertaken by Oconee County to treat and dispose of residential, commercial, and industrial wastewater; and to insure the effective operation of the Oconee County Sewer Program. The effective date of the Ordinance is January 1, 1980.

The Commission has acted separate and apart from the County in the management of the agency and operation of the facilities since the adoption of Ordinance 78-1 including the AGREEMENTS and Ordinance 78-2.

The Commission has operated as an enterprise fund of the County and its administrative, personnel, and financial functions and records have been kept separate and apart from the County.

And, Therefore, the County and Commission Further Agree:

The Commission shall continue to keep separate administrative, personnel and financial functions and records. The County shall not take any action that would cause funds held in Sewer Commission accounts to be co-mingled or appropriated by the County.

The Commission shall be the sewer agency of the County in the unincorporated areas of Oconee County.

In the event that sewer systems are created that require wastewater treatment plants other than the Congress Wastewater Treatment Plant, the Commission shall have the option of establishing separate sewer systems and keeping separate financial records for the new systems.

The current representation and make up on the Sewer Commission shall continue. The parties agree and understand that as the sewer system expands in the unincorporated areas of the County, it may be necessary to increase representation on the Sewer Commission to include parties involved in new sewer systems. The County and the Commission agree to work together to ensure that interested parties are properly represented on the Commission.

The County and the Commission agree that communication between the Commission and the County is important. To improve communication, the County and the Commission agree to appoint three representatives each as a liaison committee so that the County and the Commission are communicating on a regular basis. The purpose of the liaison committee is to discuss problems and concerns that each entity has in an attempt to find solutions to these problems. The liaison committee shall meet at least bi-monthly.

Key Phrases Considered in the Memorandum of Understanding
From the Agreements and other Documents of Record

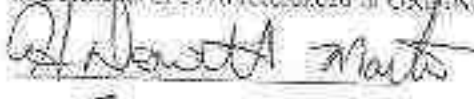
The Seneca, Walhalla, and Westminster have determined that their rights in the system constitute extensions of their respective sewer systems.

The full faith and credit of the County not being pledged in this endeavor.

The words hereof, herein, hereunder, hereinafter or aforementioned or words of similar import shall refer to the agreement as a whole.

Nothing herein contained shall be construed to obligate or encumber the general fund of Oconee County and any and all liability assumed by the County relates to the revenues derived and contracted for by said County relative to the operation of the system.

The cities shall peacefully and quietly have, hold and enjoy its rights to utilize the project as provided in the Agreements of 1978 referenced in ORDINANCE 78-2.

 OCONEE COUNTY SEWER COMMISSION

 BY 
Howard Adams



OCONEE COUNTY

BY 
Harry Hamilton
Oconee County Interim Supervisor

Dated: 3/10/04

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 19, 2007
COUNCIL MEETING TIME: 3:00 PM

ITEM TITLE OR DESCRIPTION:

Request for approval of ATAX grant request from Oconee Community Theatre in the amount of \$3,100.00 for Weekend Theatre Package. Request approved in ATAX Committee on 05-30-07 by a unanimous vote.

BACKGROUND OR HISTORY:

State ATAX funds are received quarterly and 65% of those funds are Tourism Related funds that are to be disbursed as recommended by the ATAX Committee and approved by County Council.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Approval of ATAX grant request in the amount of \$3,100.00 to the Oconee Community Theatre.

FINANCIAL IMPACT:

Current ATAX fund balance is \$10,052.96. One other grant was also recommended by the ATAX Commission on 5-30-07. If all grants are approved by Council, the ATAX fund balance will be \$5,465.06.

ATTACHMENTS:

Oconee Community Theatre Grant

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Phyllis E. Lombard, County Administrator

Reviewed By/ Initials:

County Attorney

 _____
Finance

C: Clerk to Council

For Tourism Related Projects

I. Applicant

Oconee Community Theatre
PO Box 291
Seneca, SC 29679
Phone: 864 882-1910

Bill Chiusano
Executive Director

II. Funds Requested

- A. ATAX Fund Requested \$3100.00
- B. How will ATAX funds be used? The advertise OCT's Weekend Theatre Package on Cable TV in NE Georgia and Western NC for our seven show 2007-08 season that runs from August 2007 to June 2008.
- C. Provide itemized budget. Three estimates for work to be done. Attached
- D. Funds furnished by your organization \$ 0

III. Narrative Project Description

- A. Project Title: Weekend Theatre Package
- B. Description of Project: Promote Weekend Theatre Package that would include two tickets to an OCT show, dinner for two at local restaurant and an overnight stay at an Oconee County hotel. Target areas are NE Georgia and Western NC. We intend to advertise in the local newspapers, radio stations and Cable TV in these areas.
- C. Who will benefit from this project? OCT will benefit from an increase in attendance. The hotel and restaurant will benefit from increased occupancy and food sales. Additionally, local merchants will benefit from this increased traffic as these out of town folks will shop our local stores and buy gas and related items during their stay in Oconee County.

IV. Dates of Project

Beginning: August 2007

Ending: June 2008

V. Applicant Category

Non-profit Organization:

Incorporated date: October 1971

Fed ID 23-7228997

VI. Demographic Data

How will project influence tourism in Oconee County?

OCT is presently a major tourism draw in the county. By partnering with these other businesses we will attract patrons from outside our county that otherwise would not visit and spend money in Oconee. As a result of this promotion we will be able to attract more folks to our shows increase the dollars spent at the restaurants, shops and gas stations our patrons will frequent as a result of their theater activities.

How many visitors/participants attended events this year and anticipated next year?

We drew over 8500 attendees this season (Sept '06 through June '07). We expect to draw over 9000 attendees to our shows next season.

How many overnight stays were created by this event last year and are anticipated next year?

Last year (season) 39

Next Year - 160

How do you plan to advertise this event beyond a 50-mile radius of Oconee County?

50 Cable TV spots will run on Northland Cable systems in Toccoa/Clayton and Highlands/Cashiers for each show in our 2007-08 season.

What other documentation can you provide demonstrating this event promotes Tourism in OC?

We keep records of attendees for all our shows. Previously, our audiences were 85% from Oconee County. Through our more extensive regional advertising we have increased the outside OC attendance from 15% to 20%. We achieved this through previous Weekend Theatre Package promotions. Last season we sold 17 packages and handled over 41 inquires about the program. An additional 269 patrons attended our shows from the areas we advertised in NE Georgia and Western NC even though they do not use the Weekend Package offer.

What records will be kept during this event to obtain the above demographic data?

We keep detailed records of all attendees for all our shows throughout the season. These records include a reservation list for each show sorted by name, phone number, # in party and ticket status. For our Weekend Theatre Package we keep a log by day of all inquires concerning the program. We track whether they purchase a package and/or why they do not. We also track questions concerning the details of the package for future reference and potential changes in the program from year to year.

We also track for each reservation what media influenced their decision to attend one of our shows.

VII. Audit

Does your organization perform an independent audit? Yes
Name of Auditor: **Reneta Owens, CPA**

VIII.
Will your project be using any funds from another group that received ATAX funds?
**Yes, we have applied for a SC Arts Commission Cultural Tourism Initiative Grant.
This ATAX grant will be the matching funds needed for the SC Arts grant.**

Oconee Community Theatre
2007-08 ATAX Weekend Theatre Package
Grant Information

ATAX funds will be used to purchase spots on Northland Cable TV in the
Toccoa and Highlands cable systems.

Northland Cable TV - \$442.00 per show
50 spots per show (7) in Toccoa/Clayton and Highlands/Cashiers systems. **\$3100.00**

Total

\$3100.00

**Ocoee Community Theatre
 Budget for Weekend Theatre Package Promo
 August 2007 – June 2008**

Media Budget

Newspapers – Toccoa, Clayton, Highlands and C:
 10" ad to run 2x's per show

6/1/07 6/1/08 6/1/09 6/1/10 6/1/11 6/1/12 6/1/13 6/1/14 6/1/15 6/1/16 6/1/17 6/1/18 6/1/19 6/1/20 6/1/21 6/1/22 6/1/23 6/1/24 6/1/25 6/1/26 6/1/27 6/1/28 6/1/29 6/1/30 6/1/31 6/1/32 6/1/33 6/1/34 6/1/35 6/1/36 6/1/37 6/1/38 6/1/39 6/1/40 6/1/41 6/1/42 6/1/43 6/1/44 6/1/45 6/1/46 6/1/47 6/1/48 6/1/49 6/1/50 6/1/51 6/1/52 6/1/53 6/1/54 6/1/55 6/1/56 6/1/57 6/1/58 6/1/59 6/1/60 6/1/61 6/1/62 6/1/63 6/1/64 6/1/65 6/1/66 6/1/67 6/1/68 6/1/69 6/1/70 6/1/71 6/1/72 6/1/73 6/1/74 6/1/75 6/1/76 6/1/77 6/1/78 6/1/79 6/1/80 6/1/81 6/1/82 6/1/83 6/1/84 6/1/85 6/1/86 6/1/87 6/1/88 6/1/89 6/1/90 6/1/91 6/1/92 6/1/93 6/1/94 6/1/95 6/1/96 6/1/97 6/1/98 6/1/99 6/1/100

I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project and that all information required for final reporting MUST be detailed when project is complete.

A. Contact Name Bill Christians Title Executive Director
Signature [Signature] Date 4/4/07
Address PO Box 291, Seneca, SC 29679
E-mail OCIRECT@i.nmvd.net Fax No. 864-882-1910
Phone Number (s) 864-882-1910

B. Alternate Contact Warren Sampson Title Board Member
Address PO Box 291, Seneca, SC 29679
E-mail Sampsonwarren@bell.net Fax No. 864-882-1910
Signature Warren Sampson Date 4/4/07
Phone Number (s) 864-710-8379

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 19, 2007
COUNCIL MEETING TIME: 3:00 PM

ITEM TITLE OR DESCRIPTION:

Request for approval of ATAX grant request from Walhalla Civic Auditorium in the amount of \$1,487.90 for Printing Brochures. Request approved in ATAX Committee on 05-30-07 by a unanimous vote.

BACKGROUND OR HISTORY:

State A FAX funds are received quarterly and 65% of those funds are Tourism Related funds that are to be disbursed as recommended by the ATAX Committee and approved by County Council.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Approval of ATAX grant request in the amount of \$1,487.90 to the Walhalla Civic Auditorium.

FINANCIAL IMPACT:

Current ATAX fund balance is \$10,052.96. One other grant was also recommended by the ATAX Commission on 5-30-07. If all grants are approved by Council, the ATAX fund balance will be \$5,465.06.

ATTACHMENTS:

Walhalla Civic Auditorium Grant

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Phyllis E. Lombard, County Administrator

Reviewed By/ Initials:

County Attorney

AVP
Finance

C: Clerk to Council

New

OCONEE COUNTY ATAX GRANT APPLICATION FORM FOR TOURISM RELATED PROJECTS

I. APPLICANT

A. Name of Organization WALHALLA CIVIC AUDITORIUM

B. Address 101 East North Broad Street PO Box 525

Walhalla, SC 29691

II. FUNDS REQUESTED

A. ATAX Funds Requested \$ 1,487.90

B. How will ATAX Funds be used? To print 10,000 WCA full color brochures to place in Visitors' Centers and Chambers of Commerce, to mail out and hand out to patrons, and to place in public places. The total request represents postage and mailing costs, plus the printing.

C. Estimated percentage of costs directly attributed to attracting or serving tourists? 100%

D. Funds furnished by your organization \$ We are asking for the total cost. -0-

Matching grant \$ -0- Source -0-

Other Funding \$ -0- Source -0-

E. Provide an itemized budget for your event and for allotted funds. **THIS IS REQUIRED**, attach on a separate sheet.

Brochures available at meeting

III. NARRATIVE PROJECT DESCRIPTION

A. Project Title WCA Upgraded Brochure

B. Description of project The supply of the first printed brochure is completely gone. We will have the printer upgrade, using the same pictures for the most part, but changing text and re-arranging to make it seem "new."

C. Who will benefit from this project? The Auditorium and the Tourist Industry in the Upstate of South Carolina. These brochures will be placed in all the Visitors' Centers and the Chambers of Commerce in the Upstate Area.

IV. DATES OF PROJECT

Beginning April 1, 2007 Ending June 30, 2007

V. APPLICANT CATEGORY

Government Entity

Non-profit Organization: Incorporation date February, 1994

Eleemosynary Organization under IRS Code: IRS # 57-099491

Date of Determination Letter March, 1995

VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County? Distribution of the old brochure has contributed to the growing success of the auditorium. Several Visitors' Centers have requested additional supplies during the years.

How many visitors/participants attended the event last year and are anticipated this year? N/A

How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year? N/A

How many overnight stays were created by this event last year and are anticipated this year? N/A

How do you plan to advertise this event beyond a 50 mile radius of Oconee County?

The publication will not be advertised. It will be distributed in patron's Chambers of Commerce, and Visitors' Centers throughout the state.

What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners) I am enclosing a

copy of the old brochure and the new "proof" copy.

What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) I will make a distribution log, date of mailing, and

a log of requests from the Visitor Centers.

VII. AUDIT

Does your organization perform an independent audit? Yes No

Name of the Auditor Gene Waller

VIII. Will your project be using any funds from another group that received ATAX funds? No

I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project and that all information required for final reporting MUST be detailed when project is complete.

A. Contact Name Maxie W. Duke Title Publicity/Grants/Cross Elect

Signature Maxie W. Duke Date 5-11-07

Address 306 North Catherine Street, Walhalla, SC 29691

E-mail grannyduke@aol.com Fax No. 864-638-5200

Phone Number (s) 864-638-5200 Cell: 864-710-3911

B. Alternate Contact Thelma Miller Title Member of the BOB

Address 100 Chrissy Lane, Walhalla, SC 29691

E-mail tmiller@oconeesc.com Fax No. 864-638-4009

Signature (By Permission) Thelma Miller Date 5-11-07

Phone Number (s) 864-638-4212 Home 864-638-0080

05/09/2007 13:03 FAX 864 654 7438

EAST PARK PRINTING

001



376-116 Tiger Boulevard
 Mail Office Box 767
 Wilson, South Carolina 29603
 Telephone: (864) 654-4000
 Fax: (864) 654-7438
 www.epprint.com

Invoice

DATE	INVOICE NO.
5/9/2007	38664

BILL TO
Walhalla Civic Auditorium 200 North College Avenue Walhalla, SC 29691

SHIP TO

P.O. NO.	TERMS	REP	SHIP DATE	SHIP VIA	ORDERED BY	PHONE #
	Net 30	PAK	5/9/2007		Thelma Miller	864-638-4210

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
4 Color Print	Brochures, 100# Vector Copy #2 4x4, 4/4, folded Sales Tax	10,000	0.1215 6.00%	1,215.00 72.90

Thank you for your business. We look forward to serving you again!	Total	\$1,287.90
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Print It!

Orig. Print Mail



PO Box 1707
 Seneca, SC 29679
 Ph 864.882.3609
 Fax 864.882.7778
info@printitcolor.com

WALHALLA CIVIC AUDITORIUM, INC
 PO BOX 523
 WALHALLA, SC 29891

May 14, 2007
 Quote #: 9253
 Tel: (864) 636-5200
 Fax:
 Page: 1

Contact: MAXIE DUKE

Quantity	Description	Sub-Total
10,000	Brochures - 4/4 BROCHURE White 80# Cover Mac Gloss 8.5000 x 11.0000 Printed 2/Sides Ink Side 1: CMYK Ink Side 2: CMYK	2,648.50

Ship Via	Sub-Total	Tax Rate %	Tax	Freight Charges	Deposit	Total
CUSTOMER TO	2,648.50	5.000	132.48	0.00	0.00	\$ 2,781.98

BUDGET FOR BROCHURE

10,000 WCA brochures upgraded with new pictures/information:	\$1287.90
Mailings and deliveries to Visitors' Centers, Chambers of Commerce:	<u>200.00</u>
Total of Budget for Brochure	\$1487.90

Maxie W. Duke, Publicity/Grants/President-Elect

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: June 19, 2007

COUNCIL MEETING TIME: 3:00 p.m.

ITEM TITLE OR DESCRIPTION:

Bid #06-27 Drilling and Blasting for the Oconee County Rock Quarry

BACKGROUND OR HISTORY:

Drilling and Blasting is a necessity to produce the 450,000 tons of stone needed to reach our annual production goal.

BID SOLICITATION HISTORY:

On May 29, 2007, formal sealed bids were opened for a multi-year drilling and blasting term contract. Five companies were originally notified of this bid opportunity. Only one company submitted a bid. Southern Blasting Services, Inc., of Ronda, NC submitted a bid of \$336,575.00 based on the approximate quantities the County anticipates using.

SPECIAL CONSIDERATIONS OR CONCERNS:

Southern Blasting Services has held the drilling and blasting contract with Oconee County for the past five (5) years and have done an excellent job. Four other blasting services were solicited for bid; however, they did not submit a bid. Reasons for not submitting a bid are as follows: one vendor stated that they chose not to bid because their workload was such that they could not accept additional projects, two vendors chose not to respond, and the fourth vendor stated that they were unable to subcontract with a driller.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends that County Council approve award of the contract to Southern Blasting Services for an estimated amount of \$336,575.00 for Fiscal Year 2007-2008, with the option to renew for four additional one-year periods.

FINANCIAL IMPACT:

The Rock Quarry has requested funds in their 07-08 budget for drilling and blasting in the amount of \$360,000 (budget code 017-719-50890).

ATTACHMENTS:

1. Bid Tabulation
2. Contract

Submitted or Prepared By:


Marianne A. Dillard, Procurement Director

Approved for Submittal to Council:


Phyllis Lombard, Interim County
Administrator

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 2007, by and between OCONEE COUNTY (hereinafter the "COUNTY") and SOUTHERN BLASTING SERVICES, INC. (hereinafter the CONTRACTOR) of Ronda, North Carolina.

WHEREAS, the COUNTY did issue its invitation to bid on May 4, 2007 for drilling and blasting at the Oconee County Rock Quarry to which the CONTRACTOR submitted a bid on May 29, 2007 subsequently accepted by the COUNTY.

WHEREAS, the parties hereto recognize the desirability and necessity of reducing their agreement in writing;

NOW THEREFORE:

I. SCOPE OF THE CONTRACTOR'S WORK

The CONTRACTOR shall furnish all qualified labor, materials, explosives, equipment and supplies necessary to shoot and blast rock at the COUNTY Rock Quarry to COUNTY specifications as designated by the Quarry Director (hole diameter shall be 4.5" for 30" x 35" jaw crusher and pattern not to exceed 11' x 11', at a price per ton as designated on the Bid Form) per ton of rock blasted and produced, which sum to be paid by the COUNTY within fifteen (15) days after receipt of a monthly invoice for services performed by the CONTRACTOR for previous month, the CONTRACTOR also agrees to drill and shoot again any boulders in excess of 4' x 6' or any the CONTRACTOR knots or high bottoms, and that there will be no sleeving of blast holes. In addition, CONTRACTOR shall take seismograph readings at each shot to assure that blasting vibration is not exceeding two inches (2") per second particle velocity.

II. INSURANCE

As a condition of this agreement, the CONTRACTOR shall provide, at its own expense, public liability insurance of not less than five million (\$5,000,000) dollars for bodily injury and property damage resulting from drilling, blasting or other operations by the CONTRACTOR. CONTRACTOR will be ultimately responsible for any damages to any COUNTY and/or private equipment or buildings sustained during a blast. The CONTRACTOR will also provide COUNTY with a performance bond in the penal sum of three hundred, thirty-six thousand, five hundred seventy-five (\$336,575.00) dollars guaranteeing the full and faithful performance of this contract and agreement. In addition to the public liability insurance, the CONTRACTOR shall furnish the COUNTY proof of coverage of its employees or any sub-contractor by a valid policy of worker's compensation insurance.

III. SUBCONTRACTORS

The CONTRACTOR agrees that any sub-contractor shall be selected by it from among qualified sub-contractors who have demonstrated their qualifications by experience, personnel and equipment in similar drilling and/or handling of explosive materials. Any sub-contractor shall be covered as an additional insured party under its general liability policy and all employees of any sub-contractor shall be covered by policies of worker's compensation insurance.

IV. LICENSES, OTHER REGULATIONS

The CONTRACTOR shall submit proof to the COUNTY of its license to perform the services which it undertakes here to do on behalf of the COUNTY, including but not limited to their South Carolina Blasting License and Permit requirements of the South Carolina Tax Commission for non-resident contractors, as well as licenses by the South Carolina Board of Contractors if the same be appropriate or necessary. In addition, the CONTRACTOR agrees to comply with all state and Federal regulations, such as, but not limited to any MSHA approved state certification requirements in regard to explosives, mine safety and health requirements as well as the requirements of the South Carolina Department of Health and Environmental Control and/or Environmental Protection Agency concerning pollution, dust abatement and water stream infiltration.

V. PRODUCTION

It is estimated by the parties that the CONTRACTOR shall be requested to produce five hundred thousand (500,000) tons of rock under the terms of this contract, but each of the parties recognize that this is an approximate figure, and the COUNTY reserves the right to determine the quantity of rock to be drilled and shot within a specified time throughout the Contract Period. For the purpose of this Contract, the term "Contract Period" shall be defined as a period commencing on or about the 1st day of July 2007, and ending no later than June 30, 2008.

VI. ADDITIONAL UNDERTAKINGS OF THE CONTRACTOR

The CONTRACTOR undertakes and agrees to furnish and be responsible for the proper storage of all explosive materials as well as any of its equipment, which it brings to the job. Space shall be made available by the COUNTY to the CONTRACTOR for purpose of storage but the COUNTY assumes no responsibility for the safety, integrity or security of any supplies, explosive materials, equipment or machinery of the CONTRACTOR or its sub-contractors brought upon the job site.

VII. RELATIONSHIP OF THE PARTIES

The parties mutually recognize their relationship to be one of owner (COUNTY) and independent contractor (SOUTHERN BLASTING SERVICES, INC.). Any sub-contracts entered into by the CONTRACTOR with certain or specific sub-contractors shall provide an agreement that such sub-contractors shall be subject to the terms and conditions of this Contract, and any failure or breach by the CONTRACTOR shall afford the COUNTY whatever remedies it may have available to it and the right of any sub-contractors to claim against the COUNTY for the service performed on behalf of the CONTRACTOR for equipment, labor or supplies furnished by such sub-contractors at the CONTRACTOR'S request on the project defined and delineated herein shall be subject to any set-off, defense or claim which may be available to the COUNTY by reason of default by the CONTRACTOR in the terms and conditions of its agreement with the COUNTY. The CONTRACTOR will furnish to the COUNTY the name of any and all sub-contractors on the project and a statement in writing by such sub-contractors that the sub-contractor has knowledge of the terms and conditions of this agreement and the subrogation of its rights to those of the COUNTY in the event of any defense, set-off or claim which the COUNTY may have by reason of the failure of the CONTRACTOR to perform its contractual obligations to the COUNTY.

VIII. TAXES

The CONTRACTOR and its sub-contractors (if any) shall be responsible for the collection and payment of all taxes to the State of South Carolina, to the United States, or to other taxing authorities, including but not

limited to payroll taxes, unemployment compensation assessments, withholding taxes, FICA contributions and withholdings.

IX. PROVISIONS FOR CLAIMS AGAINST THE CONTRACTOR

In the event the COUNTY shall receive, in writing, notice of any claims by sub-contractors, material men, suppliers, laborers, or mechanics on account of work performed, supplies or materials furnished, repairs performed, goods or equipment furnished at the request of the CONTRACTOR for use and equipment upon the project, the COUNTY shall have the option of:

- 1.) Withholding the amount of such claims until proof of payment has been furnished to the COUNTY by the CONTRACTOR in a form satisfactory to the COUNTY;
- 2.) To pay such sums into the Clerk of Court of Oconee County for distribution upon successful prosecution of such claims; or

3.) To include in any check or draft for payment due the CONTRACTOR the name of such claimant, until such time proof satisfactory to the COUNTY that such claim has in fact been satisfied and no further claims exist, at the option of the COUNTY. At the completion of the project and the work to be performed by the CONTRACTOR, the CONTRACTOR agrees to execute, in writing, an affidavit that all sub-contractors, material men, mechanics, suppliers, and laborers have been paid in full and, at the request of the COUNTY, will further furnish to the COUNTY statements in writing by such sub-contractors, suppliers, material men, laborers or mechanics waiving their rights, if any, to file a claim or lien against the COUNTY by reason of such materials, supplies, labor, equipment or services performed on behalf of the CONTRACTOR regarding this project.

X. LABOR REGULATIONS

The CONTRACTOR agrees to comply with all labor laws of the United States of America and the State of South Carolina and to at all times maintain the safety of its employees as required by OSHA, MSHA and the South Carolina Department of Labor. The CONTRACTOR shall furnish to the COUNTY a copy of MSHA certificate of training for each employee and subcontractor that comes to the work site.

XI. ASSIGNMENT

The duties and responsibilities of the CONTRACTOR as General Contractor may not be assigned without the prior written consent of the COUNTY, but nothing herein shall prevent the CONTRACTOR from sub-contracting a portion of the scope of the work, provided such sub-contractor shall be qualified within the meaning of this agreement, and such sub-contractor shall be subject to the terms and conditions hereof.

XII. INTERPRETATION AND VENUE

This contract shall be interpreted and construed under the laws of the State of South Carolina, and should any dispute arise by and between the parties, it is mutually understood and agreed that any litigation arising out of such dispute shall have, as its jurisdiction and venue, the Court of Common Pleas of Oconee County, South Carolina.

XIII. EXECUTION - ACKNOWLEDGEMENT

Each of the parties acknowledge its consent and agreement to the terms of this Contract by affixing hereto their Seals, over the hands of such of their officers as are authorized to contract on behalf of the parties, and each acknowledge receipt of an executed and signed copy hereof, which shall constitute an original.

TO ALL OF WHICH the parties have heretofore agreed, and in witness whereof, have hereunto placed their Seals and caused these presents to be executed by their officers and agents authorized to do so, this day and date first above written.

Signed, Sealed, and Delivered in the Presence of:

(As to COUNTY)

OCONEE COUNTY (Seal)

By: _____
Marian Lyles
County Council Chair



(As to CONTRACTOR)

By: _____

Title: _____

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 6/19/07
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Authorize submittal of application for Emergency Medical Services Community EMS Assistance Program (DUI Funds).

BACKGROUND OR HISTORY:

Oconee County has been a recipient of the State-provided EMS Grant-in-Aid Program (DUI Funds) over the last several years. This grant provides funds for dispatcher training and public information and education resource (PIER)/injury prevention activities. Funds may also be utilized to purchase materials such as textbooks, handouts, promotional items, slides, and workbooks. The training requested in this grant application will serve to enhance the service that EMS is able to offer the community.

An Oconee County Council local match is **NOT** required. **Oconee Memorial Hospital (OMH) provides the match.** This grant comes through the County's Grants Administrator for monitoring purposes only.

SPECIAL CONSIDERATIONS OR CONCERNS:

The funds available to Oconee Memorial Hospital EMS in this State DHEC Grant-in-Aid program will allow the Hospital to train and certify an additional five hospital dispatchers in the upcoming year (staff training, training materials, and instructor costs will be covered).

STAFF RECOMMENDATION:

Authorize for Oconee Memorial Hospital EMS to apply for the state EMS Grant-in-Aid program (DUI funds) as described above.

FINANCIAL IMPACT:

EMS Grant-in-Aid request - \$6,150

Local Cash Match (**PAID by OMH**) = \$400

An Oconee County Council local match is **NOT** required. Oconee Memorial Hospital pays the match. This grant comes through the County's Grants Administrator for monitoring purposes only.

ATTACHMENTS:

Submitted or Prepared By:
Veronda Holcombe-Lewis

Administrator

Reviewed By/ Initials:

County Attorney

SLP
Finance

Other

C: Clerk to Council

Approved for Submittal to Council:

Phyllis E. Lombard

Phyllis E. Lombard, Interim County

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 6/19/07
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

The Oconee County Sheriff's Office requests approval to apply for the FY 2007 Edward Byrne Memorial Justice Assistance Grant.

BACKGROUND OR HISTORY:

The Edward Byrne Memorial Justice Assistance Grant is administered by the US Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. This program supports the efforts of local governments to prevent and control crime and to improve the criminal justice system. These funds are allocated based on population and crime statistics. **No matching funds are required from Oconee County.**

SPECIAL CONSIDERATIONS OR CONCERNS:

This grant will be used to acquire law enforcement equipment and technology.

* **Oconee County Sheriff's Department**
Edward Byrne Memorial Justice Assistance Grant = \$25,150
There is **NO** local match required.

STAFF RECOMMENDATION:

Approval to apply for FY 2007 Edward Byrne Memorial Justice Assistance Grant.

FINANCIAL IMPACT:

Edward Byrne Memorial Justice Assistance Grant = \$25,150

NO local match required.

ATTACHMENTS:

Submitted or Prepared By:
Veronda Holcombe-Lewis

Approved for Submittal to Council:


Phyllis E. Lombard, Interim County Administrator

Reviewed By/ Initials:

_____ County Attorney

 Finance

_____ Other

C: Clerk to Council

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 19, 2007
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Third and final reading of Ordinance 2007-04, "THE 2007-2008 BUDGET APPROPRIATIONS ORDINANCE FOR OCONEE COUNTY".

BACKGROUND OR HISTORY:

The County Administrator presented the proposed 2007-2008 appropriations ordinance on March 21st, 2007 for Oconee County to Council for their review as listed for fiscal year 2007-2008.

County Operations \$44,290,153

Budget workshops have been held with the Budget and Finance Committee regarding the proposed budget and the implementing ordinance on April 9th, April 17th, May 15th, May 29th, and June 5th, 2007.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Administrator also recommends that Council levy the current 69.2 mills for all County operations, excluding debt.

	<u>Current Value of a Mill</u>	<u>Proposed Value of a Mill</u>
• County Mill	\$418,708	\$447,774

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends that Ordinance 2007-04 be adopted on Third and Final Reading.

FINANCIAL IMPACT:

The estimated total financial impact of Budget Ordinance 2007-04 as recommended is \$44,290,153 in expenditures, which is balanced by an equal amount of revenue. The estimated total millage impact for County operations is 69.2 mills, which is a 4.48% increase, based on CPI and growth and equates to a 2.9 proposed millage increase.

ATTACHMENTS:

Ordinance #2007-04

Submitted or Prepared By:



Phyllis E. Lombard, CGFO
Department Head

Approved for Submittal to Council:



Phyllis Lombard, Interim County Administrator

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2007-04**

**"THE FISCAL YEAR 2007-2008 BUDGET APPROPRIATIONS ORDINANCE
FOR OCONEE COUNTY"**

Section I: Purpose

PURPOSE: To provide for the levy of taxes and to make appropriations in Oconee County for County purposes; to provide for appropriations and direct expenditures of the County for the fiscal year beginning July 1, 2007 and ending June 30, 2008; to provide for the tax millage for general County purposes;

Section II: 2007-2008 Budget

General Fund:	\$ 44,290,153
Capital Projects Fund:	\$ 5,193,751
Enterprise Fund:	\$ 3,989,865
GRAND TOTAL:	\$ 53,473,769

APPROVED & ADOPTED on third and final reading this 19th day of June 2007 by a vote of YES () to NO ()

Opal O. Green
Council Clerk

1 st Reading in title only:	May 1, 2007	Adopted 5-0
2 nd Reading:	June 5, 2007	Adopted 5-0
Public Hearing:	June 12, 2007	
3 rd Reading:	June 19, 2007	

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: June 19, 2007
COUNCIL MEETING TIME: 3:00 pm**

ITEM TITLE OR DESCRIPTION:

Third and Final Reading of Ordinance 2007-05, "THE 2007-2008 BUDGET APPROPRIATIONS ORDINANCE FOR THE SCHOOL DISTRICT OF OCONEE COUNTY AND TRI-COUNTY TECHNICAL COLLEGE".

BACKGROUND OR HISTORY:

Pursuant to South Carolina Code of Laws § 59-20-40, Oconee County is required to increase the Maintenance of Effort in the amount of \$52,781,055 for the School District of Oconee County.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends this ordinance be adopted on Third and Final Reading.

FINANCIAL IMPACT:

School District of Oconee County

- The School District's estimated total general fund operations budget for fiscal year 2007-2008 is \$52,781,055.
- The total requested funds from local tax levy are \$52,781,055, which includes \$2,321,155 local funds requested for the State mandated Maintenance of Effort. The remainder of the School budget is funded by the State.
- The estimated total tax impact of the Oconee County School District budget ordinance is approximately 107.5 mills.

Tri-County Technical College

- The total requested funds from local tax levy are \$912,966.
- The total request equates to approximately 2 mills for operational purposes.

ATTACHMENTS:

Ordinance #2007-05

Submitted or Prepared By:



Phyllis E. Lombard, CGFO
Department Head

Approved for Submittal to Council:



Phyllis Lombard, Inferior County Administrator

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2007-05**

**"THE FISCAL YEAR 2007-2008 BUDGET APPROPRIATIONS ORDINANCE
FOR THE SCHOOL DISTRICT OF OCONEE COUNTY AND TRI-COUNTY
TECHNICAL COLLEGE."**

Section I: Purpose

The purpose of this ordinance is to provide for the levy of taxes and to make appropriations in Oconee County for the School District of Oconee County and Tri-County Technical College; to provide for appropriations beginning July 1, 2007 through June 30, 2008; to provide for the tax millage for School operational, capital, and debt purposes and Tri-County Technical College operational purposes.

Section II: SC State Law Provisions

Pursuant to South Carolina Code of Laws § 59-20-40, Oconee County is required to increase the Maintenance of Effort in the amount of \$52,781,055 for the School District of Oconee County.

Section III: 2007-2008 Budget

SCHOOL DISTRICT OF OCONEE COUNTY

School Operations: \$ 52,781,055

TOTAL SCHOOLS: \$ 52,781,055

TRI-COUNTY TECHNICAL COLLEGE

Tri-County Tech. Operations: \$ 912,966

TOTAL TRI-COUNTY TECH.: \$ 912,966

GRAND TOTAL SCHOOLS AND TRI-COUNTY TECH. \$ 53,694,021

APPROVED & ADOPTED on third and final reading this 5th day of June 2007 by a vote of YES () to NO ().

Dpal D. Green
Council Clerk

1st Reading in title only
2nd Reading
Public Hearing
3rd Reading:

May 1, 2007 Adopted 5-0
June 5, 2007 Adopted 5-0
June 12, 2007
June 19, 2007

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNTY MEETING DATE: 6/19/07
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Second Reading of Ordinance 2007-10, "ROAD NAMING AND ADDRESSING ORDINANCE OF OCONEE COUNTY, SOUTH CAROLINA"

BACKGROUND OR HISTORY:

The E-911 Addressing Office was recently transferred into the Planning Division from Information Technology. As part of assimilating the office and its operations, the Planning Department undertook a review of the existing E-911 Addressing Ordinance to ensure compliance with all state requirements, and the existing ordinance (which contains both funding requirements and road naming and addressing standards) should be streamlined; any funding matters governed under the Budget & Control Board section of state code should be appropriately amended and remain in the existing ordinance, and all issues controlled by the State Planning Act (road naming and addressing) should be removed and put in a separate ordinance. In addition, formal policies and procedures governing road naming and addressing should be established, and in line with state regulations, placed within the purview of the Planning Commission.

SPECIAL CONSIDERATIONS OR CONCERNS:

If the proposed draft is approved, the existing E-911 Ordinance will need to be amended to reflect the existence of the new Road Naming and Addressing Ordinance prior to final reading; also, as E-911 funding involves contractual obligations, the County Attorney will need to review all final versions to ensure that no unintended negative impacts ensue.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends adoption of Ordinance 2007-10 on second reading.

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

Draft Ordinance 2007-10
Submitted or Prepared By:

Opal O. Green
Department Head

Approved for submittal to Council:


Phyllis Lombard, County Administrator

Fiscal Draft
Approved by Planning Commission May 14, 2007

**OCONEE COUNTY COUNCIL
ORDINANCE NO 2007-00
ROAD NAMING AND ADDRESSING ORDINANCE
OF OCONEE COUNTY, SOUTH CAROLINA**

SECTION 1. - NAME

The name of this ordinance shall be the "Oconee County Road Naming and Addressing Ordinance".

SECTION 2.-PURPOSE AND INTENT

It is the purpose of this ordinance to enhance efficient emergency response and further the orderly development of Oconee County by establishing standards for the naming of roads and assigning addresses to structures, and to provide for the creation of office policies and procedures to assist the staff in implementing these standards.

SECTION 3.-AUTHORITY

This ordinance is adopted pursuant to provisions of SC Code 1976 Title 23, Chapter 47, and Title 6, Chapter 29 of the South Carolina State Code of Laws.

SECTION 4.- JURISDICTION

This ordinance shall apply to all areas within the boundaries of Oconee County that are designated by the State of South Carolina to be the responsibility of Oconee County in the naming of roads and addressing.

SECTION 5.- FINDING OF FACTS

Whereas, Oconee County Council desires to provide the citizens of Oconee County efficient emergency response; and

Whereas, efficient emergency response is aided by the proper naming of roads and assignment of unique, easily identifiable E-911 addresses; and

Whereas, all citizens benefit from an orderly and well-planned addressing and road naming system; and

Whereas, the State of South Carolina mandates that the Oconee County Planning Commission approve and authorize the names of all roads within the jurisdiction of Oconee County;

Therefore, Oconee County Council hereby establishes and adopts the following standards to regulate the assignment of road names and addresses, and to establish

penalties such as are necessary to discourage activities that impair effective implementation of this ordinance.

SECTION 6.-ROAD NAMING

A. The Oconee County Planning Commission shall approve and authorize road names pursuant to §6-29-1200 and §23-47-60 of the South Carolina Code of Laws. To this end, the Planning Commission may establish policies and procedures as necessary to enable staff to carry out this directive in the most efficient and equitable manner possible.

B. All policies and procedures governing road naming shall be contained in a public document entitled, "*Oconee County Road Naming and Addressing Policies*", which may be amended by the Oconee County Planning Commission from time to time as necessary.

C. The Oconee County Planning Commission shall maintain a master list of a road names assigned in Oconee County.

D. Appropriate fees may be established by resolution of County Council from time to time to cover costs related to road naming.

SECTION 7.-ROAD SIGNAGE

A. All road signage shall meet the standards put forth in the Federal Highway Administration's Manual of Uniform Traffic Control Devices, and policies outlined in the "*Oconee County Road Naming and Addressing Policies*".

B. Appropriate fees may be established by resolution of County Council from time to time to cover costs related to road signage.

C. All costs associated with the installation of signage in a new subdivision shall be borne by the developer/owner.

D. All costs associated with changing signage on an existing road for non-emergency related reasons shall be paid by the party initiating the change.

SECTION 8.-ADDRESSING AND NUMBERING

A. A uniform system of assigning address numbers for properties, principal buildings, and other structures shall be implemented in conformance to §23-47-60 of the South Carolina Code of Laws.

B. All addresses assigned after the adoption of these standards shall be unique within the jurisdiction of these regulations, and comply with the standards put forth in the "*Oconee County's Road Naming and Addressing Policy*".

C. Addresses existing at the time of the adoption of these standards may be changed as necessary to provide for an efficient emergency response, and to accomplish the purpose and intent of state regulations and this ordinance. Any address found to present a potential threat to the health, safety and welfare of the public shall be changed as soon as is practicable.

D. Written notification of assigned addresses shall be provided to the owner, occupant, or agent of each building in all instances of new or changed addresses.

E. Assigned addresses shall be displayed in such a manner as to meet all applicable state and local standards.

SECTION 9.-APPEALS

Appeals to a decision made by Oconee County addressing staff must be submitted in writing to the Planning Director, and must indicate the specific reason for the appeal. The Planning Director shall forward all appeals to the Planning Commission, who shall act on the appeal pursuant to the standards established in Title 6 Chapter 29 of the South Carolina Code of Laws.

SECTION 10.-ADMINISTRATION AND IMPLEMENTATION

The Oconee County Addressing Office shall assign all addresses issued in Oconee County pursuant to state regulations and the standards contained in this ordinance. The Addressing Office shall be the sole party authorized to issue addresses within the jurisdiction of this ordinance.

Every owner, agent, or other responsible party of each house, building or other addressed structure shall display the correct address in such a manner as is necessary to meet the standards put forth in this ordinance. Specific guidelines related to displaying addresses shall be available from the Addressing Office.

SECTION 11.-ENFORCEMENT

No building permit, land use permit, or other county-sanctioned authorization shall be issued for any building, structure, development or other usage until appropriate addresses have been assigned.

Final approval of any structure erected, repaired, altered, or modified after the effective date of this Ordinance shall be withheld by the Building Official until such time as the appropriate address has been properly posted.

Failure to post and maintain appropriate signage or addressing as required by this ordinance shall be considered a violation of these regulations, and may subject the owner, agent or responsible party to all penalties proscribed herein.

SECTION 12-VIOLATIONS AND PENALTIES

A. Failure to Obtain or to Post Addresses

Failure by an owner, agent, or responsible party to obtain an appropriate T-911 address, or to knowingly place an incorrect address in such a manner other than is provided for by this ordinance, shall constitute a violation of this Ordinance. The owner, agent, or responsible party shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined not more than fifty (50) dollars or imprisoned for a term not to exceed thirty days. Each day that the said violation continues to exist, shall constitute a separate offense.

B. Tampering with Street Signs, Posting Illegal Street

Removing or defacing a street name sign in any manner, placing a street name sign in any location not approved for such by the Oconee County Roads Department, or being found in possession of a stolen street sign shall constitute a violation of this Ordinance. Any person found in violation shall pay all cost associated with the replacement or repair of the signs, and shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined not less than two hundred and fifty (250) dollars per offense or imprisoned for a term not to exceed the authority of the Magistrate's Courts.

C. Removing or Defacing Numbers

Any person who unlawfully removes, defaces, marks, changes, destroys or renders an existing posted address number, or road number unreadable in any manner shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined or imprisoned for a term not to exceed the authority of the Magistrate's Court.

SECTION 13-VALIDITY AND SEVERABILITY

Should any section of this Ordinance be declared unconstitutional for any reason, such declaration shall not affect the validity of the Ordinance as a whole in any part thereof which is not specifically declared to be unconstitutional.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 19, 2007
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

2nd Reading of Ordinance 2007-11, An Ordinance creating the Oconee County Parks, Recreation and Tourism Commission, and repealing Ordinance 2003-26, an Ordinance creating the Oconee County Parks and Tourism Commission, and repealing Ordinance 99, an Ordinance creating the Oconee County Recreation Commission.

BACKGROUND OR HISTORY:

2nd reading revisions include the deletion of sub-section (d) and (e) under Section 5 and the changing of subsection (e) under Section 5 to read:

To prepare plans and recommendations to the PRT Director in the area of its activity, with recommendations for the implementation of such plans.

At the recommendation of the PRT Director and approval of County Council, the Parks and Tourism Commission and the Recreation Commission that (a) under the PRT department shall be restructured to become the Parks, Recreation and Tourism Commission.

SPECIAL CONSIDERATIONS OR CONCERNS:

The current members of the Parks and Tourism Commission shall be retained as the new Parks, Recreation and Tourism Commission.

STAFF RECOMMENDATION:

Approval of restructuring of the Parks and Tourism Commission and the Recreation Commission into the new Parks, Recreation and Tourism Commission and the Ordinance that is attached.

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

Proposed revised Ordinance for 2nd reading to create the Oconee County Parks, Recreation and Tourism Commission.

Submitted or Prepared By:

Approved for Submittal to Council:

Phil Shirley
Department Head/Elected Official


Phyllis E. Lombard, Interim County Administrator

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

OCONEE COUNTY COUNCIL ORDINANCE NO. 2007-11

AN ORDINANCE CREATING THE OCONEE COUNTY PARKS, RECREATION AND TOURISM COMMISSION, AND REPEALING ORDINANCE 2003-26, AN ORDINANCE CREATING THE OCONEE COUNTY PARKS AND TOURISM COMMISSION, AND REPEALING ORDINANCE 2003-27, AN ORDINANCE CREATING THE OCONEE COUNTY RECREATION COMMISSION.

BY OCONEE COUNTY COUNCIL, in session, duly assembled and with a quorum present and voting,

BE IT ORDAINED:

Section 1: Name, Purpose, Effective Date.

This Ordinance shall be known, in addition to the number, as "An Ordinance Creating the Oconee County Parks, Recreation and Tourism Commission, Repealing Oconee County Ordinance No. 2003-26, an Ordinance Creating the Oconee County Parks and Tourism Commission, and Repealing Oconee County Ordinance 2003-27, an Ordinance Creating the Oconee County Recreation Commission, and shall be effective upon third and final reading.

The purpose of the Ordinance is to create the Oconee County Parks, Recreation and Tourism Commission, by renaming the existing Oconee County Parks and Tourism Commission with the duties and authorities herein provided, and eliminate the Oconee County Recreation Commission.

Section 2: Membership.

The membership of the Oconee County Parks, Recreation and Tourism Commission shall be the existing members of the Parks and Tourism Commission, six (6) in number, selected and appointed by a majority vote of the membership of Oconee County Council voting in council duly assembled, with one (1) member being selected from each of the five Council Districts in existence and as delineated at the time of the adoption of the Ordinance, and one (1) member appointed by the Chief Administrative Officer of Oconee County. PROVIDED, HOWEVER, if after an appointment of a member to represent a particular Council District of Oconee County to this Commission, such District is altered then such member shall continue to serve thereon for the remainder of the term to which he is appointed, irrespective of his place of residence. PROVIDED, FURTHER, HOWEVER, if or in the event the County be further divided into additional Districts, additional appointments of members to the Commission to

represent the newly created District may be made by County Council without further action.

Should any member of this Commission move and establish residence outside the County or the District where such member was residing at the time of the appointment to this Commission, such moving shall constitute a resignation by the member and a replacement member(s) shall be appointed to fill the unexpired term of the such resigned member.

Section 3: Term of Members.

Each member shall serve for a term of four (4) years, EXCEPT that the initial term of those members selected to represent Districts Two (2), Five (5), and Four (4) shall be for a period of two (2) years, and for Districts One (1), and Three (3) shall be for a period of four (4) years, and thereafter all members shall serve for a four (4) year term or until their successors in office are duly appointed.

If or in the event any member of the Commission shall fail to attend fifty (50%) percent of the regularly scheduled meetings within a period of twelve (12) calendar months, he shall be deemed to have resigned his position and may be replaced without notice by action of the Oconee County Council. PROVIDED, HOWEVER, if such absences are excused by the Chairman of the Commission and/or the Chief Administrative Officer of Oconee County, then this provision may be waived.

Members of the Oconee County Parks, Recreation and Tourism Commission may be removed at any time by majority vote of the Oconee County Council for cause.

Section 4: Organization, Meeting, Officers.

The Oconee County Parks, Recreation and Tourism Commission shall meet at least once a month, at a time and place selected by the membership thereof, excepting that upon vote of the majority of its members, meetings for June and July may be suspended or waived.

At the January meeting of each even-numbered year, there shall be elected a Chairman, a Vice Chairman and a Secretary, together with such other officers as the Commission may deem necessary, and these officers shall serve for a period of two (2) years or until their successors are duly elected and qualified. Vacancies in any such office by reason of death, resignation or replacement shall be filled for the unexpired term of the officer whose position becomes vacant.

In addition, the Commission may duly adopt such By-Laws as may be necessary for the orderly performance of its duties and functions. And By-Laws which may be adopted by the Commission for the orderly performance of its duties shall comply with the provisions of the general law of the State of South Carolina and of this Ordinance, and of all other Ordinances of Oconee County, including but not limited to the Freedom of Information Act.

Section 5: Powers and Duties

The duties of the Oconee County Parks, Recreation and Tourism Commission shall be as follows:

- a) To advise Oconee County Council on any matter affecting the County Parks, Recreation and Tourism department, with emphasis on the promotion of Parks, Recreation and Tourism, and the encouragement of tourism in the County. Such advice shall be made in the form of a written report to Council, monthly, summarizing the activities, findings and functions of the Commission, together with the agenda for the next meeting, all of which shall be in the hands of the Administrator of Oconee County or his designee within a reasonable time. In no event, however, shall this Commission enter into any contracts, contractual obligations, employment of personnel, and purchase of equipment or expenditure of funds not itemized and authorized in the budget under which it shall operate, without prior written consent, affirmation and authorization of Oconee County Council. In any event, the power and authority to enter into any contract binding Oconee County is vested with and shall remain in the Chief Administrative Officer of Oconee County and the Oconee County Council and is not herein delegated to this Commission.
- b) To participate in the formulation of the budget and budgetary appropriations affecting the areas of concern for this Commission.
- c) To prepare plans and recommendations to the PRT Director in the area of its activity, with recommendations for the implementation of such plans.

Any advice or recommendations to Oconee County Council may be prepared and presented orally by the Chairman of the Commission or the Parks, Recreation and Tourism Director at a regularly scheduled meeting of Council after due notice for agenda purposes, or in writing forwarded to the Chief Administrative Officer of Oconee County for dissemination to Council members.

Section 6: Salaries and Funding

Each member of the Oconee County Parks, Recreation and Tourism Commission shall be paid the sum of one hundred (\$100.00) dollars per year, plus expenses for out of County travel, as sole compensation. Any expense item or claim for same shall be first approved by the Chairman of the Commission unless the same is made by such Chairman and submitted for approval and payment to the County Council. In no event shall any member of the Commission be entitled to any other compensation, direct or indirect, for services on the Commission and such member shall not provide any services, materials, products, goods or equipment to the County unless the same is sold or offered for sale in accordance with existing County and State purchasing procedures.

In the event that a member of the Commission is a permanent employee of Oconee County, he shall not be entitled to any additional compensation by reason of such service to the Commission.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: June 19, 2007
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

2nd Reading of Ordinance 2007-12, An Ordinance amending Ordinance 2004-16, an Ordinance amending Ordinance 2002-14, An Ordinance for the Purpose of Establishing a local Accommodations Tax to apply to all Accommodations located in Oconee County.

BACKGROUND OR HISTORY:

The definition of Accommodations shall be clarified to show that bed and breakfasts establishments with less than 6 rooms and owner occupied are exempt by SC Code of Laws Section 12-36-920 and the distribution of the Local Accommodations Tax Fund shall be restructured to follow the new PRT Commissions

SPECIAL CONSIDERATIONS OR CONCERNS:

Upon approval of the attached Ordinance, the Local Accommodations Tax Fund shall be distributed as follows: Twenty five (25%) percent distributed to the Arts and Historical Commission and Seventy five (75%) percent to the Parks, Recreation and Tourism Commission for the following purposes: (1) tourism-related buildings, including, but not limited to, civic centers, museums, and aquariums; (2) cultural, recreational or historical facilities (3) beach access and renourishment; (4) highways, roads, streets and bridges providing access to tourism destinations; (5) advertisements and promotion of Oconee County and related to tourist development; or (6) water and sewer infrastructure to serve tourism-related demand. All expenditures must be approved by County Council.

The existing balance of the twenty five (25%) percent Local Accommodations Tax fund shall be distributed to the Arts and Historical Commission and this balance, along with all future twenty five (25%) percent Local Accommodations Tax funds shall be distributed annually in grants to the Arts and Historical Community that increases the ability of the grant recipient to provide for tourist, as described in the above guidelines. All expenditures must be approved by County Council.

The existing balance of the seventy five (75%) percent Local Accommodations Tax fund, with exception of two hundred thousand (\$200,000) dollars to be set aside as "Tourism Project Funds", shall be distributed to the Parks, Recreation and Tourism Commission, and this balance, along with all future seventy five (75%) percent Local Accommodations Tax funds shall be used for the promotion of Oconee County and the Parks, Recreation and Tourism department, as described in the above guidelines.

Each Commission shall make recommendations as to the expenditure of their distributed funds to Oconee County Council. All expenditures must be approved by Oconee County Council.

STAFF RECOMMENDATION:

Approval of 2nd Reading of Ordinance 2007-13

FINANCIAL IMPACT:

See above description

ATTACHMENTS:

Proposed Amended Ordinance

Submitted or Prepared By:

Phil Shirley

Director of Parks, Recreation and Tourism

Approved for Submittal to Council:



Phyllis E. Lombard
Interim County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

**OCONEE COUNTY COUNCIL
ORDINANCE 2007-12**

AN ORDINANCE AMENDING ORDINANCE 2004-16, AN ORDINANCE AMENDING ORDINANCE 2002-14, AN ORDINANCE FOR THE PURPOSE OF ESTABLISHING A LOCAL ACCOMMODATIONS TAX TO APPLY TO ALL ACCOMMODATIONS LOCATED IN OCONEE COUNTY.

BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL, in session, duly assembled with a quorum present and voting, that Ordinance 2002-14, Section 1a, is hereby amended to read as follows:

Section 1: Definition.

- a. "Accommodations" is defined as any rooms (excluding meeting and conference rooms), campground spaces, lodgings, or sleeping accommodations furnished to transients by a hotel, inn, tourist court, tourist camp, motel, campground, residence, or any other place in which rooms, lodgings or sleeping accommodations are furnished to transients for consideration within the County. This tax does not apply where the facilities consist of less than six sleeping rooms, contained on the same premises, which is used as the individual's place of abode. The gross proceeds derived from the lease or rental of sleeping accommodations supplied to the same person or persons for a period of ninety (90) continuous days or more are not considered proceeds from transients.

And,

BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL, in session, duly assembled with a quorum present and voting that Ordinance 2004-16, an Ordinance amending 2002-14, Section 5, is hereby amended to read as follows:

The County Council shall distribute the Local Accommodations Tax collected and placed in the "County of Oconee Local Accommodations Tax Special Revenue Fund" to be used for tourism related capital projects, the support of tourism and tourist services in a manner that will best serve the tourists from whom it was collected including being pledged as security for indebtedness issued by the County for public purposes. Recommendations may be made through the Parks, Recreation & Tourism Commission, as well as the Arts & Historical Commission for the expenditure of these funds. It shall be the responsibility of the County Council to ensure that any and all money expended from the "County of Oconee Accommodations Tax Special Revenue Fund" should be distributed in accordance with South Carolina Code of Laws section 6-1-530 for the following purposes:

- (1) tourism-related buildings, including, but not limited to, civic centers, coliseums, and aquariums;

- (2) tourism-related cultural, recreational or historical facilities;
- (3) beach access, renourishment, or other tourism-related lands and water access;
- (4) highways, roads, streets and bridges providing access to tourism destinations;
- (5) advertisements and promotion of Oconee County and related to tourist development;
- (6) water and sewer infrastructure to serve tourism-related demand.

The existing balance of the twenty five (25%) percent Local Accommodations Tax fund shall be distributed to the Arts and Historical Commission and this balance, along with all future twenty five (25%) percent Local Accommodations Tax funds shall be distributed annually in grants to the Arts and Historical Commission that increases the ability of the grant recipient to provide for tourist, as described in the above guidelines. All expenditures must be approved by County Council.

The existing balance of the seventy five (75%) percent Local Accommodations Tax fund, with exception of two hundred thousand (\$200,000) dollars to be set aside as "Tourism Project Funds", shall be distributed to the Parks, Recreation and Tourism Commission, and this balance, along with all future seventy five (75%) percent Local Accommodations Tax funds shall be used for the promotion of Oconee County and the Parks, Recreation and Tourism department, as described in the above guidelines.

Each Commission shall make recommendations as to the expenditure of their distributed funds to Oconee County Council. All expenditures must be approved by Oconee County Council.

AGENDA ITEM SUMMARY
O'CONNOR COUNTY, SC
COUNCIL MEETING DATE: June 19, 2007
COUNCIL MEETING TIME: 3:00PM

ITEM TITLE OR DESCRIPTION:

First Reading of Ordinance No. 2007-13, Amendment to a Use-In-Lieu-Of-Tax Agreement with Johnson Controls Battery Group, Inc.

BACKGROUND OR HISTORY:

County Council approved a P.I.T. Agreement with Johnson Controls Battery Group in December 2003. Johnson Controls agreed to invest at least \$25,000,000 by December of 2008. They have met that investment agreement already and are seeking to extend that agreement based on investing an additional \$8.9M within the next 5 years.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Johnson Controls Inc. has continued to be a strong supporter of our region with their investments and the creation of new jobs.

STAFF RECOMMENDATIONS FOR COMMITTEE ACTION:

Recommend approval of the extension of this agreement.

FINANCIAL IMPACT:


Additional taxes will be gained. The exact amount has not been determined yet.

ATTACHMENTS:

Submitted or Prepared By:

James W. Alexander
Economic Development Commission
Director

Approved for Submittal to Council:


Phyllis Lombard, Administrator

Reviewed By/Initials:

_____ : County Attorney

_____ : Finance

_____ : Procurement

ORDINANCE NO. 2007-13

AN ORDINANCE APPROVING THE AMENDMENT BY OCONEE COUNTY, SOUTH CAROLINA OF A FEE AGREEMENT BY AND BETWEEN JOHNSON CONTROLS BATTERY GROUP, INC. AND OCONEE COUNTY, SOUTH CAROLINA (JOHNSON CONTROLS BATTERY GROUP, INC. PROJECT), PURSUANT TO THE PROVISIONS OF SOUTH CAROLINA CODE ANNOTATED, SECTION 4-12-30 (1976), AS AMENDED

WHEREAS, Oconee County, South Carolina (the "County") and Johnson Controls Battery Group, Inc. (the "Tenant") did as of November 1, 2004 enter into (i) a fee agreement (the "Agreement") (Johnson Controls Battery Group, Inc. Project); and (ii) infrastructure tax credits; and

WHEREAS, pursuant to South Carolina Code of Laws, 1976, as amended, Section 4-12-30, the five year period for investment in the Agreement may be extended by up to an initial five (5) years by agreement of the County and the Tenant so long as the required statutory minimum investment has been made within the initial five years; and

WHEREAS, Tenant has to date invested in excess of \$20,000,000 pursuant to the Agreement and in compliance with the terms of the Agreement the right to invest pursuant to the Agreement is now extended by the five (5) year period; and

WHEREAS, Tenant is requesting an additional three (3) year extension of the terms of the Infrastructure Credit as defined in the Agreement.

NOW, THEREFORE, the County hereby agrees as follows:

Section 1. It shall extend the time for investment and receipt of the Infrastructure Credit pursuant to the Agreement in the facility by amending by extension the Agreement for a period of three (3) years, pursuant to the provisions of South Carolina Code 4-12-30 (the "Amended Fee Agreement").

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the expansion pursuant to the Amended Fee Agreement will constitute a "project" as said term is referred to and defined in the Act (the "Project") and the County's actions herein will subscribe the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Amended Fee Agreement and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(d) Neither the Project nor the Amended Fee Agreement gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(c) The purposes to be accomplished by the Project and the Amended Fee Agreement, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(f) The inducement of the expansion pursuant to the Project and the Amended Fee Agreement within the County and State is of paramount importance; and,

(g) The benefits of the Project and the Amended Fee Agreement will be greater than the costs.

Section 3. The form, terms and provisions of the Amended Fee Agreement presented to this meeting and filed with the Clerk of 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 Amended Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amended Fee Agreement in the name and on behalf of the County, and thereupon to cause the Amended Fee Agreement to be delivered to the Company. The Amended Fee 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, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Amended Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amended Fee Agreement and the performance of all obligations of the County under and pursuant to the Amended Fee Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this _____ day of _____ 2007.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Marion E. Lyles, Chairman of County Council Oconee
County, South Carolina

ATTEST:

By: _____
Opal O. Green, Clerk to County Council
Oconee County, South Carolina

First Reading: June 19, 2007
Second Reading:
Public Hearing:
Third Reading:

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: June 19, 2007
COUNCIL MEETING TIME: 3:00PM

ITEM TITLE OR DESCRIPTION:

First Reading of Ordinance No. 2007-14, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT PHOENIX PLUS; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT"

BACKGROUND OR HISTORY:

Project Phoenix Plus, a corporation duly incorporated has requested the County to participate in executing an inducement agreement and millage rate agreement and a fee agreement pursuant to the act for the purpose of authorizing and acquiring and expanding, by construction and purchase, certain land, a building or buildings and machinery, apparatus, and equipment for the purpose of a manufacturing facility in which the minimum level of taxable investment is not less than \$15,000,000 in the qualifying fee in lieu in lieu of tax investment by the end of the ninth year following the year of execution of the fee agreement, with not less than \$5,000,000 of such qualifying fee in lieu of tax investment by the end of the fifth year.

Project Phoenix also expects to create 100 new full-time jobs by the end of the fourth year of the agreement following the year of execution

SPECIAL CONSIDERATIONS OR CONCERNS:

Oconee County has determined that the project would benefit the general public welfare of Oconee County by providing service, employment, recreation or other public benefits not otherwise provided locally.

STAFF RECOMMENDATIONS FOR COMMITTEE ACTION:

Staff recommends adoption of Ordinance 2007-14 on first reading.

FINANCIAL IMPACT:

Additional taxes will be gained.

ATTACHMENTS:

Proposed Ordinance 2007-14
Submitted or Prepared By:

Opal O. Green

Approved for Submittal to Council:

Phyllis Lombard
Phyllis Lombard, Administrator

Reviewed By/Initials:

_____ : County Attorney

ORDINANCE NO. 2007-14

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT PHOENIX PLUS, AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Project Phoenix PLUS, a corporation duly incorporated under the laws of the State of Delaware (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of the development of a facility which manufactures automotive parts and products in which the minimum level of taxable investment is not less than Thirteen Million Dollars (\$13,000,000) in qualifying fee in lieu of tax investment by the end of the ninth (9th) year following the year of execution of the Fee Agreement, with not less than Five Million Dollars (\$5,000,000) of such qualifying fee in lieu of tax investment occurring by the end of the fifth (5th) year following the year of execution of the Fee Agreement and being maintained in accordance with the Act and the creation of not less than one hundred (100) new full-time jobs at the Project in the County by the end of the fourth (4th) year following the year of execution of the Fee Agreement, all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or

incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and a Fee Agreement and to that end has, by its Resolution adopted on June 5, 2007, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; and

WHEREAS, it appears that the instrument above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

WHEREAS, the site at which the Project is already located in a joint county industrial and business park.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a facility which manufactures automotive parts and products, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are hereby incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project and the Fee Agreement give rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

(h) The benefits of the Project will be greater than the costs.

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of 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 Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council, the Administrator of the County, and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement and this Ordinance.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 7. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County. The County further authorizes a four (4) year extension to the investment period for the Project as authorized by the Act, only as authorized by and subject, explicitly, to the terms of the Fee Agreement.

Passed and approved this _____ day of _____ 2007.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Marion E. Lyles, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Opal O. Green, Clerk to County Council
Oconee County, South Carolina

First Reading: June 19, 2007
Second Reading:
Public Hearing:
Third Reading: