

3/4/08



LAKE HARTWELL COALITION

109 Nunnally Road
Anderson, SC 29625

January 31, 2008

Honorable George Blanchard
Chairman, Oconee County Council
415 South Pine St.
Walhalla, 29691-2145

Re: Council Agenda, March 4 2008

Dear Mr. Chairman:

The "Coalition" is a group of concerned citizens from the six Lake Hartwell border counties, three Georgia and three South Carolina, that have banded together in an effort to affect the decision processes that control lake level. For the last four years Georgia and South Carolina private citizens, chambers of commerce, municipalities and county governments representatives and officials have joined together to raise awareness to those that are responsible for Lake Hartwell water level management.

I am sure that you are fully aware of the lake level conditions and know that there is erosion of your economic health with each foot of lake level drop. How serious is this erosion, how costly is it to our economic welfare? We don't know but hope to be able to determine that very thing through a market analysis in cooperation with the United States Army Corp of Engineers (USACE).

USACE has grant funds that are set aside for market analysis and/or impact studies of the lakes. We are applying for these funds. The grant is offered as a 50/50 cost share, however USACE will allow a portion of our 50% to be in-kind services.

Tom Coley, Co-Chair, GA and Mike Gray, Co-Chair, SC would like to have 20 minutes to present this opportunity, answer questions and request your participation.

We would like to present at your earliest convenience. Please advise.

Best regards,

Tom Coley, Co-Chair, Georgia

Mike Gray, Co-Chair, South Carolina

Cc: Phyllis E. Lombard
Elizabeth G. Hulse
James W. Alexander

Contact: Burriss Nelson, 126 N McDuffie, Anderson, SC 29621; (864) 260-4231
bnelson@andersoncountysc.org

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: March 4, 2008
COUNCIL MEETING TIME: 7:00PM

ITEM TITLE OR DESCRIPTION:

Second reading of Ordinance No. 2008-02 (FILOT) and Ordinance No. 2008-03 (Infrastructure Tax Credit) with Project Val IV.

Beth: Please make sure I have the correct titles and numbers.

BACKGROUND OR HISTORY:

Project VAL IV will invest at least \$35.0M over the next 5-years under this Agreement. The County is also offering a 25% infrastructure tax credit for 10 years.

CONFIDENTIAL: The total investment is expected to be close to \$47.0M but the company is only requesting the FILOT for \$35.0M.

SPECIAL CONSIDERATIONS OR CONCERNS:

In addition to the investment it is expected they will create approximately 90 new jobs over that same period. These new jobs will provide approximately \$3,000,000/year in new wages once all positions are filled. It is estimated that less than 10% of the new positions will be filled by new people coming to the County. At least 90% of the positions are expected to be filled by Oconee County citizens. **NOTE:** New jobs are not required to request a FILOT Agreement.

STAFF RECOMMENDATION:

Strongly recommends approval.

FINANCIAL IMPACT:

A Cost Benefit Analysis is attached. This analysis is based on the larger investment numbers. The first year Benefit/Cost Benefit is 2:1 and the Net present Value for 20 years is 1:1. Over 20 years the estimated total value of costs is \$2,022,738 and the total benefits are estimated to be \$3,932,836 or a "profit" of \$1,910,097.

ATTACHMENTS

Cost Benefit Analysis.

Submitted or Prepared By:

James W. Alexander
Department Head/Elected Official

Approved for Submission to Council:


Dale Surrency, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

C: Clerk to Council

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE NO. 2008-02

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

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 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), 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 VAL IV, 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 for the manufacturing of cutting tools in which the minimum level of investment is not less than \$35,000,000 (the "Project"), 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 subscribe 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 February 19, 2008, 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;

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/or various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a facility for the manufacturing of cutting tools, 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 subscribe 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 gives 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 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 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.

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 _____, 2008.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
George C. Blanchard, Chairman of County Council
Oconee County, South Carolina

ATTEST:

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

First Reading: February 19, 2008
Second Reading: March 4, 2008
Public Hearing:
Third Reading:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2008-03

AN ORDINANCE AUTHORIZING THE
EXECUTION AND DELIVERY OF AN
AGREEMENT BETWEEN OCONEE COUNTY,
SOUTH CAROLINA AND PROJECT VAL IV,
INC. FOR GRANTING CERTAIN
INFRASTRUCTURE CREDITS TO PROJECT
VAL IV, INC.

WHEREAS, the County is authorized by the provisions of Title 4, Chapters 1 and 29 (jointly the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code") to provide an infrastructure tax credit (the "Infrastructure Credit"), secured by and payable solely from revenues of the County from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 and Title 12, Chapter 44 of the Code, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County in order to enhance the economic development of the County; and

WHEREAS, the County and Pickens County have established or will establish a joint county industrial and business park (the "Park") by entering into an Agreement for Development for a Joint County Industrial Park (the "Park Agreement") in which the Project (herein below defined) will be included; and

WHEREAS, in accordance with the provisions of an Inducement Agreement dated as of February 19, 2008, by and between PROJECT VAL IV, Inc., a corporation duly incorporated and existing under the laws of the State of Delaware (the "Company") (also known as Project VAL IV) and the County, the Company has determined that it desires to construct and/or expand a manufacturing facility, which facility will consist of certain land, buildings and equipment located in the County and associated with the infrastructure to be owned, leased or used by the Company (the "Infrastructure") and to be located on the real property described in *Exhibit A* attached hereto (the "Project"); and

WHEREAS, pursuant to the provisions of Gas Fee in Lieu of Tax Agreement (the "Fee Agreement") to be entered into between the County and the Company and the location of the Project within the Park, the Company is obligated (i) to make or cause to be made payments in lieu of taxes ("Fee Payments"), (ii) to maintain the Project in good repair at its own expense and (iii) to carry all proper insurance with respect thereto; and

WHEREAS, having determined that the Project will provide public benefits incident to conducting a facility for the manufacturing of cutting tools, and in order to implement the public purposes enumerated in the Act and in furtherance thereof to assist the Company in expanding and maintaining a facility within the State of South Carolina (the "State"), the

County has agreed to assist in financing a portion of the costs of the Infrastructure through an Infrastructure Credit in an amount equal to Twenty-five (25%) percent of the Fee Payments paid by the Company in the Park in the County pursuant to the Fee Agreement for each of the first ten (10) years.

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 its cutting tools manufacturing facility in the State, the financing of the Infrastructure by the County through the Infrastructure Credit is hereby authorized, ratified and approved.

Section 2. Pursuant to the authority of the Act, there is hereby authorized to be provided, and shall be provided, the Infrastructure Tax Credit of the County to the Company in the amount of Twenty-five (25%) percent of the Fee Payments for the first ten (10) years of fee in lieu of tax payments on the Project in the Park, up to, but not exceeding, the total cost of the Infrastructure.

Nothing in this ordinance shall be construed as an obligation or commitment by the County to expend any of its funds other than the portion of Fee Payments represented by the Infrastructure Credit derived by the County which shall be payable solely as a credit against Fee Payments due by the Company to the County for the Project in the Park.

The County has determined that the purposes to be accomplished by the Project are proper governmental and public purposes and that the involvement of the location of the Project within the State is of paramount importance and the benefits of the Project are greater than the cost, and that the Project is anticipated to benefit the general public welfare of the County in that the proposed Project will provide services, employment, and other public benefits not otherwise provided locally, and that the Project will give rise to no pecuniary liability of the County, or a charge against its general credit or taxing power.

Section 3. The Chairman of the County Council and the Clerk of the County Council and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision 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 5. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such 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 _____, 2008.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
George C. Blanchard, Chairman of County Council,
Oconee County, South Carolina

ATTEST:

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

First Reading: February 19, 2008
Second Reading: March 4, 2008
Public Hearing:
Third Reading:

Project Name:
 County:
 Manufacturing (yes/no):
 SIC:

Investment & Operations

New Building (Construction)	Y	
Existing Building	Y	1,000,000
Lease Land	Y	-
Equipment (Less Leasing Contract)	Y	8,000,000
Initial cost of public service	Y	-
Water, sewer, gas, electric, etc. (initial)	Y	-

Project Multiplicities

Manufacturing (yes/no)	no
Leisure	200
Investment - Commercial	60
Investment - Industry	100
Biological (non-fish) (over 100)	100
At-Risk Natural Areas (Over 50 Acres)	500,000

Employment

Employees	Y	12
Avg. Hourly Wage	Y	16.75
Avg. Salary	Y	27,000
Total Direct Payroll	Y	2,940,000
Total Direct & Indirect Payroll	Y	5,880,000
Percent New Hires		17%

Employment Impact

Employment Impact	12
Employment - Direct	91
Employment - Indirect	11
Total Employment Impact	303
Discount Rate	6.25%

Taxes

State (County) Tax (FAS 200)	354
Business Income Tax Credit (No)	0
6.7% State Income Tax (No)	0
1% SUT, Administrative	58
0.1% on net wage related taxes	585
State Income Tax	2,940
Leigh (No)	0

Year 1

Year 2 Year 3 Year 4 Year 5

Local Government Use

Site Acquisition	Y	0
Site Preparation	Y	0
Site Utilities	Y	0
Special Incentives		
Approved Methods		
Special Development Incentive		
Operating Expense / Special Studies		
Waiver from Fees		
Specialized Approval		

General County Information

County Population		70,567
County Per Capita Income		22,832
County Operating Budget (not including schools)	\$	28,617,985
Average Per Capita Cost for County Services		405.94
Local Option Sales Tax Rate (0.1% or 2%)		0%
Multi-county Park Split		1%
Gross Retail Sales in County	\$	1,142,000
Per Capita Retail Sales	\$	16
Retail Sales per \$28 of Income	\$	0.00
County Ordinary Millage		0.070
Millage other than County Ordinary		0.134
Annual Millage Growth		1.0%
Assessed Value for Average Single Family Home	\$	5,253
Assessed Value of Rental Property	\$	5,120
Assessed Value of Multi-family housing	\$	--
% Residents that Own		82%
% Residents that Rent		18%
% Residents in multi-family housing		6%
Average Number of Persons per Household		2.370
Average Number of School Age Children Per Household		0.35
Average Local Public School Cost Per Pupil		5,918
Average State Cost Per Pupil	\$	3,293
Inflation Index		3%
Average cost of an automobile	\$	15,000
% Construction materials bought locally		50%
% Operating materials bought locally		80%

Cost/Benefit Analysis

Val IV

Oconee

Project Data

New Building (Construction)	\$	
Existing Building	\$	5,600,000
Land Cost	\$	-
Equipment (Less Pollution Cost)	\$	41,900,000
Employees		92
Avg. Hourly Wage	\$	16.00
Avg. Salary	\$	32,000
Total Direct Payroll	\$	2,944,000

Project Multipliers

Income	2.00
Investment -- Construction	1.60
Investment -- Machinery	0.20

Employment Impacts

Employment -- Direct	92
Employment -- Indirect	111
<u>Total Employment Impact</u>	<u>203</u>

Net Costs

	Year 1	20-Year NPV
Local	\$ 232,592	\$ 2,022,738
<u>Total State & Local Costs</u>	<u>\$ 232,592</u>	<u>\$ 2,022,738</u>

Net Benefits

Local	\$ 374,233	\$ 1,910,097
Local Economy	\$ 16,760,149	\$ 26,113,287
<u>Total Local Benefits</u>	<u>\$ 17,134,382</u>	<u>\$ 28,023,385</u>

	Year 1	20-Year NPV
Local Government Costs		
Fee in Lieu of Property Taxes	\$ 68,243	\$ 430,517
MCP Split	\$ 5,247	\$ 26,348
Special Source	\$ 133,173	\$ 550,898
Gov't Services	\$ 4,876	\$ 540,570
Education Costs	\$ 19,056	\$ 765,385
Site Acquisition	\$ -	\$ -
Site Preparation	\$ -	\$ -
Site Utilities	\$ -	\$ -
Special Infrastructure	\$ -	\$ -
Equipment / Machinery	\$ -	\$ -
Special Development Financing	\$ -	\$ -
Consulting/ Special Studies	\$ -	\$ -
Waived Fees / Permitting	\$ -	\$ -
Streamlined Approvals	\$ -	\$ -
Total Value of Costs	\$ 232,892	\$ 2,022,738
Local Government Benefits		
Taxes from existing building	\$ 78,792	\$ 1,251,429
Direct Property Taxes	\$ 324,664	\$ 2,834,777
New Residential Prop. Taxes		
Single family - (Owner occupied)	\$ 324	\$ 4,499
Single Family - (Rental)	\$ 0	\$ 964
Multi-family (Rental)	\$ -	\$ -
Prop. Taxes from New Autos	\$ 2,936	\$ 41,166
LOST from Conat. Materials	\$ -	\$ -
LOST from Increase Retail Sales	\$ -	\$ -
LOST from Operational Supplies	\$ -	\$ -
Public Utilities	\$ -	\$ -
Total Value of Benefits	\$ 606,825	\$ 3,932,836
Net Local Benefits	\$ 374,233	\$ 1,910,097
Local Benefit/Cost Ratio	2:1	1:1
Local Economy Benefits		
Total Private Sector Benefits	\$ 16,760,140	\$ 26,115,287

Private Benefits	Year 1	Year 2	Year 3	Year 4	Year 5
Payroll – Direct	\$1,473,000	\$1,633,330	\$1,123,200	\$1,216,888	
Payroll – Indirect	\$1,473,000	\$1,633,330	\$1,123,200	\$1,216,888	
Retail activity (New Residents)	\$ 149	\$ 153	\$ 178	\$ 165	\$ 168
Retail activity (Additional Payroll)	\$ 0	\$ 1,059	\$ 1,194	\$ 1,320	\$ 1,440
New Building – Direct	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
New Building – Indirect	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Machinery & Equipment – Direct	\$ 380,000	\$ 0	\$ 0	\$ 0	\$ 0
Machinery & Equipment – Indirect	\$ 380,000	\$ 0	\$ 0	\$ 0	\$ 0
Total Local Economy	\$ 16,760,149	\$ 2,946,315	\$ 6,668,592	\$ 6,257,062	\$ 6,478,354

	Year 4	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
	\$3,113,898	\$5,412,503	\$3,515,290	\$3,020,749	\$5,729,371	\$3,841,211	\$3,956,490	\$4,075,185	\$4,197,440
	\$3,315,898	\$5,412,903	\$3,515,290	\$3,020,749	\$5,729,371	\$3,841,211	\$3,956,490	\$4,075,185	\$4,197,440
\$	173	\$	153	\$	189	\$	194	\$	200
\$	4,583	\$	4,720	\$	5,008	\$	5,138	\$	5,310
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$	6,631,731	\$	6,830,304	\$	7,035,625	\$	7,246,094	\$	7,463,095
\$	7,688,017	\$	7,918,658	\$	8,156,218	\$	8,400,984		

Property taxes

Equipment	\$	41,900,000		MF, Real Assessment	Other Real Assessment
Depreciation rate		0.1	(Other)	10.5%	10.5%
Maximum depreciation	\$	4,190,000		10.5%	10.5%
Annual Dep. Rate		0.1		Starting	6.0%
Real Assessment		6.0%		6.0%	0.204
Personal Assessment		6.0%			

Year	Real Property	Personal Property	Real Assessment	Personal Assessment	Total Assessed Value	Applicable MIL/100
1	\$	\$	37,291,000	6.0%	\$	0.2040
2	\$	\$	32,682,000	6.0%	\$	0.2040
3	\$	\$	28,073,000	6.0%	\$	0.2040
4	\$	\$	23,464,000	6.0%	\$	0.2040
5	\$	\$	18,855,000	6.0%	\$	0.2040
6	\$	\$	14,246,000	6.0%	\$	0.2040
7	\$	\$	9,637,000	6.0%	\$	0.2040
8	\$	\$	5,028,000	6.0%	\$	0.2040
9	\$	\$	4,190,000	6.0%	\$	0.2040
10	\$	\$	4,190,000	6.0%	\$	0.2040
11	\$	\$	4,190,000	6.0%	\$	0.2040
12	\$	\$	4,190,000	6.0%	\$	0.2040
13	\$	\$	4,190,000	6.0%	\$	0.2040
14	\$	\$	4,190,000	6.0%	\$	0.2040
15	\$	\$	4,190,000	6.0%	\$	0.2040
16	\$	\$	4,190,000	6.0%	\$	0.2040
17	\$	\$	4,190,000	6.0%	\$	0.2040
18	\$	\$	4,190,000	6.0%	\$	0.2040
19	\$	\$	4,190,000	6.0%	\$	0.2040
20	\$	\$	4,190,000	6.0%	\$	0.2040

Year	Real Property	Personal Property	Real Assessment	Personal Assessment	Total mills	Abated Mills	Applicable Millage
1	\$	\$	37,291,000	10.5%	0.204	0.07	0.134
2	\$	\$	32,682,000	10.5%	0.206	0.071	0.135
3	\$	\$	28,073,000	10.5%	0.208	0.071	0.137
4	\$	\$	23,464,000	10.5%	0.210	0.072	0.138
5	\$	\$	18,855,000	10.5%	0.212	0.073	0.139
6	\$	\$	14,246,000	10.5%	0.214		0.214
7	\$	\$	9,637,000	10.5%	0.217		0.217
8	\$	\$	5,028,000	10.5%	0.219		0.219
9	\$	\$	4,190,000	10.5%	0.221		0.221
10	\$	\$	4,190,000	10.5%	0.223		0.223
11	\$	\$	4,190,000	10.5%	0.225		0.225
12	\$	\$	4,190,000	10.5%	0.228		0.228
13	\$	\$	4,190,000	10.5%	0.230		0.230
14	\$	\$	4,190,000	10.5%	0.232		0.232
15	\$	\$	4,190,000	10.5%	0.234		0.234
16	\$	\$	4,190,000	10.5%	0.237		0.237
17	\$	\$	4,190,000	10.5%	0.239		0.239
18	\$	\$	4,190,000	10.5%	0.242		0.242
19	\$	\$	4,190,000	10.5%	0.244		0.244
20	\$	\$	4,190,000	10.5%	0.246		0.246

Existing Building

Year	Real Property	Real Assessment	Total mills	Abated Mills	Applicable Millage	Property Tax Liability
1	\$	5,600,000	10.5%	0.204	0.07	\$ 78,392
2	\$	5,600,000	10.5%	0.206	0.071	\$ 78,586
3	\$	5,600,000	10.5%	0.208	0.071	\$ 80,176

4 S	5,000,000	10.5%	0.210	0.072	0.138	\$ 81,179
5 S	5,000,000	10.5%	0.212	0.073	0.139	\$ 81,991
6 S	5,000,000	10.5%	0.214		0.141	\$ 82,804
7 S	5,000,000	10.5%	0.217		0.147	\$ 83,751
8 S	5,000,000	10.5%	0.218		0.149	\$ 84,605
9 S	5,000,000	10.5%	0.221		0.221	\$ 179,891
10 S	5,000,000	10.5%	0.223		0.223	\$ 181,190
11 S	5,000,000	10.5%	0.225		0.225	\$ 182,502
12 S	5,000,000	10.5%	0.228		0.228	\$ 183,827
13 S	5,000,000	10.5%	0.230		0.230	\$ 185,165
14 S	5,000,000	10.5%	0.232		0.232	\$ 186,517
15 S	5,000,000	10.5%	0.234		0.234	\$ 187,882
16 S	5,000,000	10.5%	0.237		0.237	\$ 189,261
17 S	5,000,000	10.5%	0.239		0.239	\$ 190,653
18 S	5,000,000	10.5%	0.247		0.242	\$ 142,000
19 S	5,000,000	10.5%	0.248		0.244	\$ 143,489
20 S	5,000,000	10.5%	0.249		0.246	\$ 144,915

Total Millage	PROFF Payments
0.2040	\$ 456,442
0.2060	\$ 400,028
0.2081	\$ 343,614
0.2102	\$ 287,199
0.2123	\$ 230,785
0.2144	\$ 174,371
0.2166	\$ 117,957
0.2187	\$ 61,543
0.2209	\$ 57,286
0.2231	\$ 57,286
0.2253	\$ 57,286
0.2276	\$ 57,286
0.2299	\$ 57,286
0.2322	\$ 57,286
0.2345	\$ 57,286
0.2368	\$ 57,286
0.2392	\$ 57,286
0.2416	\$ 57,286
0.2440	\$ 57,286
0.2465	\$ 57,286

Property Tax Liability	
\$	524,654
\$	464,434
\$	402,926
\$	340,142
\$	276,862
\$	212,717
\$	149,134
\$	85,469
\$	21,886
\$	58,158
\$	99,140
\$	166,131
\$	163,137
\$	102,164
\$	103,265
\$	104,397
\$	105,229
\$	106,291
\$	107,354
\$	108,428

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2008-05

**AN ORDINANCE AMENDING ORDINANCE 2004 - 25 AN ORDINANCE
ADOPTING THE OCONEE COUNTY COMPREHENSIVE PLAN.**

WHEREAS, Oconee County has previously adopted the Oconee County
Comprehensive Plan in Ordinance 2004-25, and

WHEREAS, Oconee County wishes to amend the Comprehensive Plan to include
the Future Land Use Map, and

NOW, THEREFORE, BE IT ORDAINED BY COUNCIL, DULY ASSEMBLED
AND VOTING, WITH QUORUM PRESENT, AND UPON THIRD AND FINAL
READING, THAT, the Oconee County Council hereby adopts the attached Future Land
Use Map and amends ordinance 2004-25 to include the attached future land use map;

OCONEE COUNTY, SOUTH CAROLINA

By: _____
George C. Blanchard, Chairman of County Council
Oconee County, South Carolina

ATTEST:

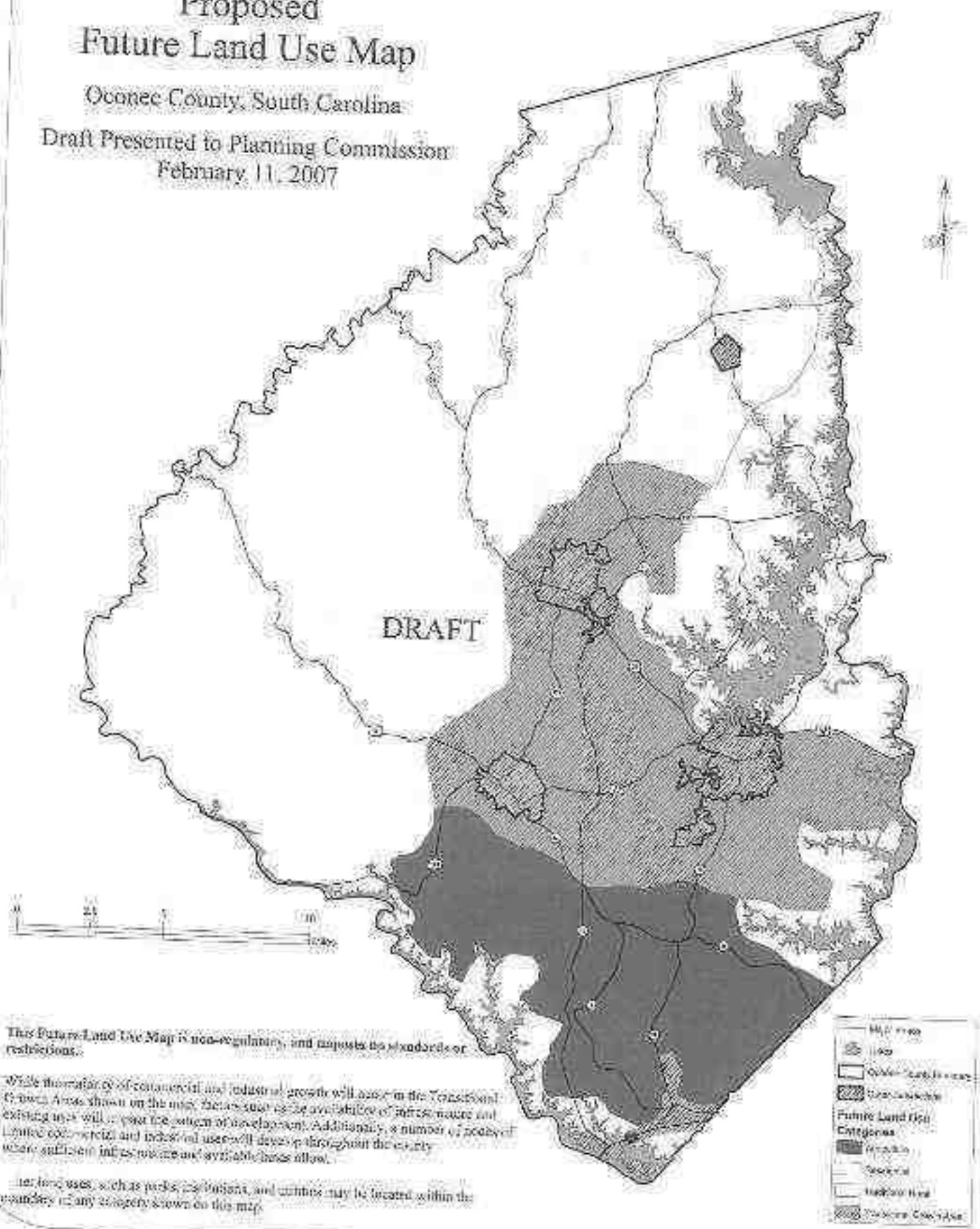
By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: February 19, 2008
Second Reading: March 4, 2008
Public Hearing:
Third Reading:

Proposed Future Land Use Map

Oconee County, South Carolina

Draft Presented to Planning Commission
February 11, 2007



DRAFT

This Future Land Use Map is non-regulatory, and imposes no standards or restrictions.

While the majority of commercial and industrial growth will occur in the Transitional Growth Areas shown on the map, there is also the availability of minor nature and existing uses will support the pattern of development. Additionally, a number of nodes of limited commercial and industrial uses will develop throughout the county where sufficient infrastructure and available lands allow.

Other uses, such as parks, recreation, and utilities may be located within the boundaries of any category shown on this map.

1.000	Unshaded
2.000	Diagonal Lines
3.000	Cross-hatch
4.000	Solid Black
5.000	Dotted
6.000	Horizontal Lines
7.000	Vertical Lines

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: March 4, 2008
COUNCIL MEETING TIME: 7:00 PM**

ITEM TITLE OR DESCRIPTION:

First Reading of Infrastructure Tax Credit for Project I-Tech

BACKGROUND OR HISTORY:

Project I-Tech is requesting an Infrastructure Tax Credit Agreement for a new manufacturing operation to be located in Oconee County. This Infrastructure Tax Credit Agreement is very similar to a Fee-In-Lieu-Of-Tax Agreement whereby the County will allow an equivalent of thirty (30) % of the Fee Payments for the project to be authorized for each of the first ten (10) years for which fee payments are made for the Project.

SPECIAL CONSIDERATIONS OR CONCERNS:

Project I-tech proposes to invest \$5,755,000 over the next five (5) years in Oconee County. This investment makes them eligible for the Infrastructure tax Credit agreement. Although not required to request this agreement it is estimated 60- new jobs will be created.

STAFF RECOMMENDATION:

Recommend approval.

FINANCIAL IMPACT:

New investments and new jobs will provide tax benefits to the County. A Cost benefit Analysis will be provided prior to the Second Reading.

ATTACHMENTS

Submitted or Prepared By:

James W. Alexander
Department Head/Elected Official

Approved for Submittal to Council:


Dale Surratt, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

C: Clerk to Council

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2008-06

AN ORDINANCE BY OCONEE COUNTY, SOUTH CAROLINA, AUTHORIZING AN INFRASTRUCTURE TAX CREDIT (PROJECT I-TTCH); THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS RELATING TO THE ISSUANCE OF THE AFORESAID INFRASTRUCTURE TAX CREDIT, INCLUDING CERTAIN OTHER MATTERS RELATING THERETO.

WHEREAS, Oconee County, South Carolina (the "County") acting by and through its County Council is empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, Title 4, Chapter 1, Chapter 12 and Chapter 29, as amended, (jointly the "Act") to acquire, own, pay for, lease and dispose of infrastructure in order to enhance the economic development of the State of South Carolina (the "State") by inducing manufacturing and commercial enterprises to locate or expand in and remain in the State, and thus utilize and employ the manpower, agricultural products and natural resources of the State; and

WHEREAS, the County is authorized by Sections 4-1-175 and 4-29-68 of the Act to grant an infrastructure tax credit, which is a credit solely against payments in lieu of taxes pursuant to Article VII, Section 13 of the South Carolina Constitution and Section 4-12-30 of the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding infrastructure in order to enhance the economic development of the County; capitalized interest on the infrastructure tax credit (as described in the Act) and the costs of issuance of said credit; and

WHEREAS, the County and Pickens County have established a joint county industrial business park (the "Park") by entering into an Agreement for Development for a Joint County Industrial Park (the "Park Agreement"); and

WHEREAS, in accordance with the provisions of an Inducement Agreement dated as of January 8, 2008, by and between Project I-TTCH (the "Company") and the County, the Company has determined that it desires to expand its manufacturing facility in the Park (the "Project"), which facility will include certain infrastructure to be owned, leased or used by the Company and to be leased on the real property described in Exhibit A attached hereto (the "Infrastructure"); and

WHEREAS, having determined that the Project will provide public benefits incident to conducting industrial operations, and in order to implement the public purposes enumerated in the Act and in furtherance thereof to assist the Company in expanding and maintaining an industrial facility within the State, the County has agreed to authorize an infrastructure tax credit (the "Infrastructure Credit") which Infrastructure Credit will be used to defray costs of the Company in

acquiring and constructing the Infrastructure portion of the Project, and, in connection therewith, to make the Infrastructure portion of the Project available to the Company under and pursuant to the terms of an infrastructure credit agreement to be entered into between the County and the Company (the "Infrastructure Credit Agreement"); and

WHEREAS, pursuant of the Park Agreement between the County and Pickens County, the Company is obligated (i) to make or cause to be made payments in lieu of taxes (the "Fee Payments") in amounts equal to the taxes otherwise due on its Project in the Park, (ii) to maintain the Project in good repair at its own expense and (iii) to carry all proper insurance with respect thereto; and

WHEREAS, the Infrastructure Credit is to be authorized under and pursuant to the provisions of the Act and to be credited solely against the Fee Payments otherwise due, the Infrastructure Credit is granted to offset a portion of the costs incurred by the Company in connection with the acquisition and construction of the Infrastructure; and

WHEREAS, it has been determined that the estimated amount necessary to finance that portion of the cost of the Infrastructure to be defrayed and expenses incidental thereto requires that an Infrastructure Credit equivalent to Thirty (30%) percent of the Fee Payments for the Project be authorized for each of the first ten (10) years for which Fee Payments are made for the Project; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Infrastructure Credit Agreement by and between the County and the Company which the County proposes to execute and deliver; and

WHEREAS, it appears that the Infrastructure Credit Agreement 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;

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 locate an industrial facility in the State, the assistance by the County to Company, in the acquisition by construction or purchase of the Infrastructure, through an Infrastructure Credit, is hereby authorized, ratified and approved.

Section 2. Pursuant to the authority of the Act, there is hereby authorized to be issued, and granted, an Infrastructure Credit of the County in the amount equal to Thirty (30%) percent of the Fee Payments for the Project in the Park for each of the first ten (10) years of payments in lieu of tax for the Project, to be designated "Oconee County, South Carolina Infrastructure Tax Credit (Project I-TECH)" for the purpose of defraying the cost of the Infrastructure, so as to induce the Company to locate a facility in the County.

Section 3. The Chairman of the County Council is hereby authorized, empowered and directed to execute and deliver the Infrastructure Credit Agreement. The Clerk to the County Council is hereby authorized and directed to affix the corporate seal of the County to the Infrastructure Credit Agreement and to attest the same. The Infrastructure Credit Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes, insertions and omissions therein as do not impose liability upon the County and as shall be approved by the Chairman of the County Council executing the same, with the advice of counsel; said execution to constitute conclusive evidence of such approval.

Section 4. The Infrastructure Credit shall be chargeable solely against the Fee Payments for the Project in the Park. The Infrastructure Credit does not and shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. Such limitation shall be plainly stated on the face of the Infrastructure Credit Agreement. Nothing in this Ordinance or the Infrastructure Credit Agreement shall be construed as an obligation or commitment by the County to expend any of its funds other than the Infrastructure Credit against the Fee Payments for the Project.

Section 5. The Infrastructure Credit Agreement shall be executed in the name of the County with the manual or facsimile signatures of the Chairman of the County Council and shall be attested by the manual or facsimile signature of the Clerk to the County Council of the County. In case the officers whose signature shall appear on the Infrastructure Credit Agreement shall cease to be such officers before the delivery of the Infrastructure Credit Agreement, such signatures shall nevertheless be valid and sufficient for all purposes, the same as if such officers had remained in office until delivery.

Section 6. The Chairman of the County Council and the Clerk of the County Council and any other proper officer of the County, he and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 7. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision 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 8. 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 _____, 2008.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
George C. Blanchard, Chairman of County Council
Oconee County, South Carolina

ATTEST:

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

First Reading: March 4, 2008
Second Reading:
Public Hearing:
Third Reading:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION 2008-06

**“A RESOLUTION SUPPORTING
FAIR HOUSING IN OCONEE COUNTY”**

WHEREAS, Oconee County, South Carolina supports the Fair Housing Act which prohibits discrimination in housing because of race, color, national origin, religion, sex, familial status, or handicap; and

WHEREAS, Oconee County participates in the Community Development Block Grant Program, and has certified, through the Administrator, that it will adhere to all applicable requirements in the receipt of those federal funds; and

WHEREAS, Oconee County is committed to enforcing policies which provide its citizens with greater housing opportunities; and

WHEREAS, each year the United States Department of Housing and Urban Development designates the month of April as Fair Housing Month;

NOW THEREFORE, BE IT RESOLVED that Oconee County Council hereby resolves that the month of April, 2008, shall be designated as Fair Housing Month in Oconee County.

APPROVED AND ADOPTED this 4th day of March, 2008.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
George C. Blanchard, Chairman of County Council,
Oconee County, South Carolina

ATTEST:

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

From: Veronda Lewis
Sent: Tuesday, February 19, 2008 9:24 AM
To: Beth Hulse
Subject: CDBG

Beth,

As part of our CDBG Workforce Center grant we must take part in 'actions to affirmatively further fair housing' in the County. Dirk Reis at ACOG has proposed we do the following:

- * Proclaim April as Fair Housing Month and notify public of this action
- * Display fair housing posters in the County Administration building and the County Library

Veronda

Veronda Moscombe-Lewis
Grant Administrator
Oconee County Finance
414 S. Pine Street, Walhalla, SC 29891
Phone: 803-838-4215, Fax: 803-838-4622

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: March 4, 2008
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

RENEWAL OF CONTRACT IN THE AMOUNT OF APPROXIMATELY \$98,000 FOR TITLE SEARCH SERVICES FOR DELINQUENT TAX COLLECTOR. The original Request for Proposal (RFP)09-14 was issued in March 2006 to select a contractor to conduct approximately 1500 title searches plus 200 title updates of various parcels of real property for the Delinquent Tax Office in preparation for the annual Tax Sale. The RFP allowed for up to 4 renewals. This year's renewal is estimated to be \$ 98,000.

BACKGROUND OR HISTORY:

South Carolina Law Title 12, Section 12-49-300 requires that the Delinquent Tax Office give notification to mortgage holders prior to seizure. Notification must be by certified mail (return receipt requested) thirty days prior to the sale of the property at a tax sale.

SPECIAL CONSIDERATIONS OR CONCERNS:

In order to provide the contractor with a sales list of delinquent taxpayers' names and parcel numbers the contract needs to commence in April 2008.

STAFF RECOMMENDATION:

Staff recommends that County Council approve the contract renewal to Anna Prater of Liberty, SC for an estimated cost of approximately \$98,000 to conduct required title searches for delinquent tax sale on October 6, 2008.

FINANCIAL IMPACT:

If the County fails to meet the requirements of Title 12, Section 12-49-300, the delinquent tax sale could be challenged which would result in a loss of approximately \$250,000 in delinquent and current taxes. The cost for the title search contract will be paid from line item 010-080-00805-10285. Fees collected from delinquent taxpayers and the tax sale fund this account.

ATTACHMENTS

(1) Contract

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


Dale Surrency, County Administrator

Reviewed By/ Initials:

County Attorney

 Finance

C: Clerk to Council

COUNTY OF OCONEE
STATE OF SOUTH CAROLINA

Title Search Contract

This contract is made and entered into this ____ day of March 2008 by and between and Anna Preece of Liberty, SC (hereinafter called the "Provider") and the County of Oconee (hereinafter called the "County"). The contract is subject to the conditions and provisions set forth herein. The County's Request for Proposal (RFP) #05-14 issued March 6, 2006, and Provider's response dated March 20, 2006 are incorporated herein by this reference, and shall be a part of this contract instrument.

For the purpose of this Contract, the term "Contract Period" shall be defined as an annual contract period commencing on _____, 2008. Both parties understand that the contract period will be for approximately seventeen months. This period of time is required for title updates to be performed on all property that is not redeemed within the twelve-month period after the initial title search has been completed.

Provider will accept responsibility for performing 20-year title searches on all parcels submitted to Provider by the Delinquent Tax Collector. The Delinquent Tax Collector will submit to the Provider a list of property to be sold including taxpayer's name and parcel number by May 9th, 2008, for the 2008 tax year.

For each parcel of real property assigned by the Delinquent Tax Office for the Tax Sale, the following applies:

1. Provider will check all relevant records, including mortgages, liens, and probate for up to a period of twenty years. Any mortgage or lien holder of record will be noted along with their address.
2. Provider will provide completed title searches to the Delinquent Tax Collector according to the following schedule:

Parcels assigned to be completed and submitted to the Delinquent Tax Office on the following dates:

- ✓ Parcels A - M - submitted by June 30, 2008
- ✓ Parcels N - R - submitted by July 30, 2008
- ✓ Parcels S - Z - submitted by August 30, 2008

Delinquent Tax Collector reserves the right to withdraw any parcel from the Provider's active list upon written notice to Provider. Provider will be paid only for work which is completed.

Provider agrees to furnish each title search for a fee of \$60.00. The fee for all updates performed will be \$15.00.

Provider agrees that only experienced, qualified abstractors will perform all title searches. Part time students will not be acceptable. Provider shall submit a list of employees that will be completing title searches to Oconee County and any changes shall be updated with in one (1)

week. Provider understands this work will be completed in a business atmosphere and shall follow such dress code.

Invoices for work performed shall be submitted monthly with payment to be expected within thirty days from receipt of invoice. A retainage of four percent (4%) of each invoice will be withheld until all updates are received and approved by the Delinquent Tax Collector.

Provider shall indemnify the County against all liability, less costs, damage or expense sustained by the County, including attorney fees and other expenses of litigation arising out of or due to any act or omission of vendor in the performance of an agreement or arising out of or due to the failure of vendor in any respect to satisfy its obligations under this agreement.

Provider shall provide one million (\$1,000,000.00) dollars of errors and omissions insurance, five hundred thousand (\$500,000.00) dollars of general liability insurance, and workers' compensation insurance. Oconee County shall be a named insured on said policies.

Provider will only be responsible for information provided by the Delinquent Tax Office and the records on file in Oconee County.

This agreement cancels and supersedes all prior written and unwritten agreements, attachments, schedules and understandings between the parties in the matters covered in this agreement, and contains the entire agreement between the parties. No amendment, modification or waiver of, addition to, or deletion from the terms of this agreement will be effective unless reduced to writing and signed by representatives of both parties with actual authority to bind the parties.

Acceptance of contract shall be evidenced below per the signatures of the contracting parties:

Witness (as to the Provider)

Anna Prater

Witness (as to the County)

Oconee County



COUNTY OF OCONEE
STATE OF SOUTH CAROLINA

Title Search Contract

This contract is made and entered into this ___ day of March 2008 by and between and Anna Prater of Liberty, SC (hereinafter called the "Provider") and the County of Oconee (hereinafter called the "County"). The contract is subject to the conditions and provisions set forth herein. The County's Request for Proposal (RFP) #05-14 issued March 6, 2006, and Provider's response dated March 20, 2006 are incorporated herein by this reference, and shall be a part of this contract instrument.

For the purpose of this Contract, the term "Contract Period" shall be defined as an annual contract period commencing on _____, 2008. Both parties understand that the contract period will be for approximately seventeen months. This period of time is required for title updates to be performed on all property that is not redeemed within the twelve-month period after the initial title search has been completed.

Provider will accept responsibility for performing 20-year title searches on all parcels submitted to Provider by the Delinquent Tax Collector. The Delinquent Tax Collector will submit to the Provider a list of property to be sold including taxpayer's name and parcel number by May 9th, 2008, for the 2008 tax year.

For each parcel of real property assigned by the Delinquent Tax Office for the Tax Sale, the following applies:

1. Provider will check all relevant records, including mortgages, liens, and probate for up to a period of twenty years. Any mortgage or lien holder of record will be noted along with their address.
2. Provider will provide completed title searches to the Delinquent Tax Collector according to the following schedule:

Parcels assigned to be completed and submitted to the Delinquent Tax Office on the following dates:

- ✓ Parcels A - M - submitted by June 30, 2008
- ✓ Parcels N - R - submitted by July 30, 2008
- ✓ Parcels S - Z - submitted by August 30, 2008.

Delinquent Tax Collector reserves the right to withdraw any parcel from the Provider's active list upon written notice to Provider. Provider will be paid only for work which is completed.

Provider agrees to furnish each title search for a fee of \$60.00. The fee for all updates performed will be \$15.00.

Provider agrees that only experienced, qualified abstractors will perform all title searches. Part time students will not be acceptable. Provider shall submit a list of employees that will be completing title searches to Oconee County and any changes shall be updated within one (1)

week. Provider understands this work will be completed in a business atmosphere and shall follow such dress code.

Invoices for work performed shall be submitted monthly with payment to be expected within thirty days from receipt of invoice. A retainage of four percent (4%) of each invoice will be withheld until all updates are received and approved by the Delinquent Tax Collector.

Provider shall indemnify the County against all liability, loss, costs, damage or expense sustained by the County, including attorney fees and other expenses of litigation arising out of or due to any act or omission of vendor in the performance of an agreement or arising out of or due to the failure of vendor in any respect to satisfy its obligations under this agreement.

Provider shall provide one million (\$1,000,000.00) dollars of errors and omissions insurance, five hundred thousand (\$500,000.00) dollars of general liability insurance, and workers' compensation insurance. Oconee County shall be a named insured on said policies.

Provider will only be responsible for information provided by the Delinquent Tax Office and the records on file in Oconee County.

This agreement cancels and supersedes all prior written and unwritten agreements, attachments, schedules and understandings between the parties to the matters covered in this agreement, and contains the entire agreement between the parties. No amendment, modification or waiver of, addition to, or deletion from the terms of this agreement will be effective unless reduced to writing and signed by representatives of both parties with actual authority to bind the parties.

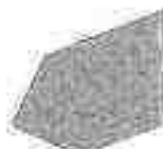
Acceptance of contract shall be evidenced below per the signatures of the contracting parties.

Witness (as to the Provider)

Anna Preter

Witness (as to the County)

Oconee County



AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: March 4, 2008
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Bid #07-17, Filters for Vehicle Maintenance and Rock Quarry

Award bid #07-17 to Anderson Auto Parts for the amount of \$41,335.73, for a period of one year with the option to renew for four additional one-year periods; and that Council authorize the County Administrator to renew the contract for up to four one-year periods, provided their work is satisfactory.

BACKGROUND OR HISTORY:

On February 6, 2008, formal sealed bids were opened for filters. Nine companies were originally notified of this bid opportunity. Four companies submitted bids, with Anderson Auto Parts of Seneca, SC submitting the lowest responsive bid of \$41,335.73.

STAFF RECOMMENDATION:

Award bid #07-17 to Anderson Auto Parts for the amount of \$41,335.73, for a period of one year with the option to renew for four additional one-year periods, and that Council authorize the County Administrator to renew the contract for up to four one-year periods, provided their work is satisfactory.

FINANCIAL IMPACT:

For FY 07-08, County Council approved the Rock Quarry \$200,000 (budget code 017-719, 80719) for equipment maintenance and Vehicle Maintenance inventory account (budget code 010-001, 00040-71725) for the purchase of filters and other equipment maintenance.

ATTACHMENTS

1. Bid Tabulation

Submitted or Prepared By:


Marianne A. Dillenburg
Department Head/Elected Official

Approved for Submittal to Council:


Dale Saret, County Administrator

Reviewed By/Initials:

County Attorney


Finance

C: Clerk to Council

Oconee County
 Filters for Vehicle Maintenance
 and Rock Quarry

February 8, 2008
 2:00 p.m.

Approved Budget Encumbrance amount for bid item: n/a
 Budget Code 017-718-60719 Maintenance Rock Quarry
 010-001-00040-71225 Inventory Vehicle Maint

I hereby certify that to the best of my knowledge the
 tabulation of Bids to be posted
Mark A. Dabney
 Procurement Director

Bidders	Anderson Auto Parts			Corquest Parts of Seneca		Myrtle Beach Auto & Truck		Boggs Tractor Co Inc	
Address	Seneca, SC			Seneca, SC		Myrtle Beach, SC		Seneca, SC	
Approx Qty	Part No.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Vehicle Maintenance									
10	1038	3.32	33.20	3.30	33.00	1.85	18.50	2.50	25.00
10	1040	2.02	20.20	2.00	20.00	1.68	16.80	2.50	25.00
2	1042	3.41	6.82	4.41	8.82	2.05	4.10	5.32	10.64
2	1055	4.92	9.84	3.93	7.86	2.74	5.48	5.92	11.84
6	1050	3.02	18.12	3.50	21.00	1.59	10.14	2.75	16.50
6	1051	3.02	18.12	3.50	21.00	1.59	10.14	2.83	16.98
2	1084	4.58	9.16	4.18	8.36	2.45	4.90	3.27	6.54
4	1055	2.52	10.08	3.27	13.08	1.64	6.56	2.50	10.00
6	1055	3.02	18.12	3.90	23.40	1.69	10.14	2.75	16.50
18	1089	3.30	59.40	4.00	72.00	1.74	31.32	2.95	53.10
2	1154	6.77	13.54	8.18	16.36	3.52	7.04	4.20	8.40
2	1162	8.24	16.48	9.33	18.66	4.63	9.26	6.43	12.86
2	1163	6.08	12.16	7.33	14.66	3.42	6.84	4.58	9.16
3	1159	3.91	11.73	5.05	15.15	2.35	7.05	4.50	13.50
10	1194	10.63	106.30	12.92	129.20	5.93	59.30	5.05	50.50
8	1157	9.74	77.92	11.15	89.20	3.51	28.08	5.07	40.56
4	1204	15.24	60.96	18.55	74.20	8.96	35.84	1.00	4.00
6	1209	21.04	126.24	25.45	152.70	11.88	71.28		
2	1240	7.45	14.90	8.85	17.70	4.20	8.40		
2	1243	3.25	6.50	3.45	6.90	1.85	3.70	2.80	5.60
2	1252	6.55	13.10	7.92	15.84	3.70	7.40		
2	1251	3.89	7.78	4.71	9.42	2.20	4.40	3.10	6.20
4	1256	2.93	11.72	3.86	15.44	1.71	6.84	2.40	9.60
2	1307	3.37	6.74	4.35	8.70	2.05	4.10	3.15	6.30
4	1323	4.79	19.16	5.78	23.12	2.75	11.00	4.10	16.40
6	1324	3.42	20.52	4.43	26.58	1.92	11.52	3.30	19.80
10	1348	2.94	29.40	3.88	38.80	1.65	16.50	2.20	22.00
150	1372	3.20	480.00	4.11	616.50	1.30	195.00	2.65	397.50
4	1374	3.21	12.84	4.15	16.60	1.94	7.76	2.50	10.00
2	1351	3.20	6.40	4.14	8.28	1.92	3.84	3.30	6.60
2	1364	3.36	6.72	4.35	8.70	2.03	4.06	3.10	6.20
2	1366	3.34	6.68	4.32	8.64	2.02	4.04	3.40	6.80
2	1412	6.56	13.12	7.94	15.88	3.70	7.40	6.80	13.60
4	1423	12.52	50.08	15.15	60.60	7.07	28.28	11.85	47.40
3	1424	10.47	31.41	12.68	38.04	5.9	17.70	6.45	19.35
2	1434	7.62	15.24	9.28	18.56	4.31	8.62	8.30	16.60
4	1452	4.78	19.12	5.51	22.04	2.57	10.28	4.40	17.60
2	1455	22.98	45.96	27.50	55.00	12.98	25.96	18.00	36.00
2	1456	24.21	48.42	29.25	58.50	13.65	27.30	20.40	40.80
2	1457	29.17	58.34	35.25	70.50	16.45	32.90	22.75	45.50
2	1458	8.61	17.22	10.24	20.48	4.61	9.22	7.70	15.40
2	1459	5.31	10.62	6.34	12.68	3.00	6.00	4.45	8.90

Oconee County
 Filters for Vehicle Maintenance
 and Rock Quarry

Bidders		Anderson Auto Parts		Carquest Parts of Seneca		Myrtle Beach Auto & Truck		Boggs Tractor Co Inc	
Address		Seneca, SC		Seneca, SC		Myrtle Beach, SC		Seneca, SC	
Approx Qty	Part No.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
5	1490	23.67	118.35	29.62	148.15	13.35	66.80	28.70	143.50
3	1512	3.74	11.22	4.83	14.49	2.25	6.75	3.45	10.35
10	1515	2.83	28.30	3.85	38.50	1.50	15.00	2.45	24.50
3	1516	3.02	9.06	3.00	11.70	1.85	5.55	3.10	9.30
2	1521	3.74	7.48	4.83	9.66	2.25	4.50	3.35	6.70
20	1523	3.57	71.40	4.62	115.30	2.01	40.20	3.25	65.00
3	1524	15.99	47.97	15.34	46.02	3.03	9.09	32.50	97.50
4	1551	4.22	16.88	4.43	17.72	2.27	9.08	3.20	12.80
2	1553	4.12	8.24	4.90	9.80	2.32	4.64	3.25	6.50
4	1602	3.63	14.52	3.60	15.20	2.65	10.60	2.80	11.20
4	1607	4.50	18.04	4.77	19.08	2.44	9.76	3.30	13.20
2	1623	13.24	26.48	15.02	30.04	7.48	14.96	10.75	21.50
4	1640	12.46	49.84	15.05	60.24	7.03	28.12	3.75	15.00
2	1654	23.54	47.08	20.47	40.94	13.25	26.50	18.20	36.40
2	1662	15.62	31.24	15.81	31.62	8.82	17.64	-	-
2	1664	5.51	11.02	3.66	13.32	3.11	6.22	4.40	8.80
2	1668	6.28	12.56	7.59	15.18	3.55	7.10	6.20	12.40
1	1712	7.25	29.00	3.75	35.04	4.39	16.56	5.00	20.00
4	1730	44.23	177.32	53.62	214.48	25.03	100.12	35.00	140.00
5	1734	9.48	47.40	9.51	47.55	5.08	25.40	7.00	35.00
2	1730	12.90	25.80	15.65	31.30	7.30	14.60	11.75	23.50
2	1740	20.12	40.24	24.23	48.46	11.38	22.76	21.00	42.00
3	1403	9.38	28.09	10.11	30.33	4.72	14.16	7.25	21.75
2	1408	0.34	0.68	0.51	1.02	5.84	11.68	8.75	17.50
20	1743	23.80	476.00	21.74	434.80	12.66	253.20	14.00	280.00
4	1740	13.56	54.24	10.52	42.08	7.33	29.32	10.25	41.00
2	1753	8.77	17.54	8.19	16.38	3.02	6.04	3.00	6.00
5	1754	7.25	36.25	6.76	33.80	4.10	20.50	6.00	30.00
5	1758	7.87	39.35	6.52	32.60	4.45	22.25	6.00	30.00
10	1759	8.58	85.80	10.37	103.70	6.84	68.40	7.50	75.00
2	1762	3.93	7.86	4.75	9.50	2.22	4.44	3.15	6.30
4	1768	5.44	21.76	6.50	26.00	3.07	12.28	3.30	13.20
2	1772	6.93	13.86	17.17	34.34	3.35	6.70	5.25	10.50
11	1773	4.51	36.08	5.82	46.56	2.72	21.76	4.75	38.00
1	1774	6.02	12.04	7.26	14.52	3.40	6.80	5.75	11.50
2	1775	3.15	6.30	3.84	7.68	1.80	3.60	2.75	5.50
2	1776	11.14	22.28	10.47	20.94	6.29	12.58	-	-
2	1785	7.81	15.62	9.44	18.88	4.11	8.22	3.00	6.00
5	1701	6.24	31.20	6.54	32.70	3.35	16.75	5.00	25.00
15	1792	11.87	178.05	12.14	182.10	6.36	95.40	8.75	131.25
31	1803	5.04	156.24	5.32	164.92	3.03	93.99	4.75	147.25
2	1817	31.17	62.34	37.70	75.40	13.60	27.20	28.00	56.00
2	1823	19.49	38.98	25.59	51.18	11.00	22.00	16.75	33.50
2	1824	10.52	21.04	12.72	25.44	5.51	11.02	8.95	17.90
5	1829	13.63	68.15	16.49	82.45	7.59	37.95	11.75	58.75
3	1846	43.21	129.63	52.50	157.50	24.80	74.40	34.00	102.00
2	1847	43.06	86.12	52.08	104.16	24.31	48.62	34.00	68.00
18	1855	10.15	182.70	12.20	219.60	5.74	103.32	10.25	184.50

Oconee County
 Filters for Vehicle Maintenance
 and Rock Quarry

Bidders		Anderson Auto Parts		Conquest Parts of Seneca		Myrtle Beach Auto & Truck		Boggs Tractor Co Inc	
Address		Seneca, SC		Seneca, SC		Myrtle Beach, SC		Seneca, SC	
Approx Qty	Part No.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
2	189F	22.47	44.94	27.78	55.56	12.89	25.78	18.50	37.00
2	197L	11.56	23.12	12.19	24.38	8.20	16.40	8.50	17.00
2	202C	3.35	6.70	4.34	8.68	3.02	6.04	4.38	8.76
2	2077	1.24	2.48	4.23	8.46	1.88	3.76	8.50	17.00
4	2086	10.45	41.80	13.51	54.04	6.31	25.24		
2	2094	3.28	6.56	4.23	8.46	1.98	3.96	3.25	6.50
4	2098	3.87	15.48	5.03	20.12	2.34	9.36	4.00	16.00
2	2119	25.52	51.04	30.87	61.74	16.41	32.82	18.75	37.50
2	2122	8.21	16.42	11.19	22.38	5.20	10.40	7.50	15.00
2	2124	24.52	49.04	29.88	59.76	13.84	27.68	18.75	37.50
1	2555	82.34	82.34	27.02	27.02	12.81	12.81	18.50	18.50
4	1741	23.00	92.00	27.83	111.32	12.99	51.96	18.25	77.00
5	1742	6.90	34.50	6.84	34.20	3.70	18.50	6.25	31.25
2	2136	12.58	25.16	15.33	30.66	7.18	14.36	6.75	13.50
2	2143	4.50	9.00	5.96	11.92	2.75	5.50	3.75	7.50
2	2209	25.08	50.16	32.33	64.66	14.18	28.36	18.25	36.50
2	2209	19.33	38.66	23.37	46.74	10.91	21.82	14.75	29.50
2	2216	48.81	97.62	53.08	106.16	37.10	74.20	41.25	82.50
2	2217	34.94	69.88	41.54	83.08	19.39	38.78	27.00	54.00
2	2223	12.18	24.36	12.17	24.34	8.85	17.70	3.25	6.50
2	2225	32.24	64.48	38.88	77.76	18.20	36.40	25.25	50.50
4	2278	11.25	45.00	13.87	54.44	6.35	25.40	8.25	33.00
2	2291	4.75	9.50	5.75	11.50	2.88	5.76	5.00	10.00
2	2293	6.17	12.34	7.48	14.96	3.48	6.96	5.15	10.30
2	2297	4.87	9.74	5.90	11.80	2.75	5.50	4.00	8.00
2	2336	27.99	55.98	32.78	65.56	15.28	30.56	21.00	42.00
2	2350	7.73	15.46	8.35	16.70	4.37	8.74	7.25	14.50
2	2373	4.06	8.12	4.84	9.68	2.30	4.60	3.50	7.00
2	2380	111.51	223.02	134.88	269.76	82.98	165.96	83.25	166.50
2	2381	94.35	188.70	85.51	171.02	30.67	61.34	40.75	81.50
2	2353	5.38	10.76	6.94	13.88	3.24	6.48	5.90	11.80
2	2378	5.93	11.86	6.84	13.68	4.12	8.24	5.80	11.60
2	2398	29.10	58.20	31.80	63.60	14.90	29.80	18.00	36.00
2	2422	32.47	64.94	39.26	78.52	13.32	26.64	24.50	49.00
2	2471	26.41	52.82	31.94	63.88	16.91	33.82	22.00	44.00
2	2484	7.32	14.64	8.47	16.94	4.42	8.84	6.50	13.00
8	2497	8.21	65.68	10.62	84.96	4.18	33.44	10.40	83.20
2	2491	39.49	78.98	47.78	95.56	22.30	44.60	28.50	57.00
2	2512	64.36	128.72	66.76	133.52	33.88	67.76	42.00	84.00
2	2513	38.55	77.10	47.84	95.68	22.30	44.60	28.35	56.70
2	2515	16.73	33.46	20.24	40.48	8.44	16.88	12.88	25.76
2	2519	12.62	25.24	15.28	30.56	7.10	14.20	11.77	23.54
2	2522	26.87	53.74	28.02	56.04	16.84	33.68	21.80	43.60
2	2533	31.14	62.28	37.87	75.74	17.58	35.16	22.58	45.16
2	2534	35.64	71.28	43.11	86.22	20.12	40.24	25.95	51.90
2	2545	75.82	151.64	91.47	182.94	42.88	85.76	57.20	114.40
2	2547	50.34	100.68	63.69	127.38	28.33	56.66	36.48	72.96
2	3134	3.11	6.22	6.54	13.08	2.93	5.86	3.87	7.74

Oconee County
 Filters for Vehicle Maintenance
 and Rock Quarry

Bidders		Anderson Auto Parts		Carquest Parts of Seneca		Myrtle Beach Auto & Truck		Boggs Tractor Co Inc	
Address		Seneca, SC		Seneca, SC		Myrtle Beach, SC		Seneca, SC	
Approx Qty	Part No.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	2680	51.16	51.16	32.28	32.28	15.95	15.95	21.75	21.75
1	2706	45.63	45.63	59.92	59.92	27.95	27.95	37.35	37.35
3	2707	24.14	72.42	39.21	117.63	13.63	40.89	23.26	70.28
3	2715	3.35	10.05	4.05	12.15	1.85	5.55	7.35	22.05
1	2731	33.68	33.68	43.51	43.51	18.93	18.93	27.59	27.59
3	2763	11.73	35.19	41.13	123.39	6.82	20.46	8.75	26.25
2	2775	36.1	72.22	43.68	87.36	20.38	40.76	26.95	53.90
2	2810	10.75	21.50	12.99	25.98	6.07	12.14	8.25	16.50
2	2819	67.39	134.78	51.53	103.06	38.35	76.70	48.25	96.50
2	2819	55.43	110.86	55.04	110.08	38.73	77.46	32.25	64.50
2	2920	17.34	34.68	20.97	41.94	8.79	17.58	13.25	26.50
2	2947	15.95	31.90	18.63	37.26	8.84	17.68	13.75	27.50
1	2954	59.32	59.32	108.05	108.05	50.43	50.43	64.75	64.75
1	2955	28.17	28.17	35.23	35.23	16.46	16.46	22.00	22.00
2	2986	31.44	62.88	38.04	76.08	17.75	35.50	24.75	49.50
3	2970	4.25	12.75	5.13	15.39	2.40	7.20	4.90	14.70
8	2980	29.08	232.64	35.13	281.04	16.42	131.36	22.00	176.00
3	2981	27.35	82.05	27.74	83.22	12.54	37.62	18.25	54.75
2	2885	11.05	22.10	13.31	26.62	8.21	16.42	6.20	12.40
2	2592	1.54	3.08	2.36	4.72	0.93	1.86	2.75	5.50
2	2659	1.28	2.56	1.66	3.32	0.77	1.54	5.25	10.50
2	2897	2.64	5.28	3.47	6.94	1.59	3.18	2.75	5.50
4	3011	1.51	6.04	1.95	7.80	0.69	2.76	2.25	9.00
4	3012	1.51	6.04	2.21	8.84	1.13	4.52	2.75	11.00
4	3031	2.32	9.28	2.61	10.44	1.22	4.88	2.25	9.00
4	3032	2.14	8.56	2.84	11.36	1.23	4.92	2.75	11.00
4	3033	2.44	9.76	2.21	8.84	1.47	5.88	2.50	10.00
2	3050	1.04	2.08	1.35	2.70	0.63	1.26	1.25	2.50
2	3051	1.63	3.26	2.11	4.22	0.96	1.92	1.30	2.60
2	3052	1.68	3.36	2.05	4.10	0.69	1.38	1.75	3.50
5	3097	5.73	28.65	7.43	37.15	2.54	12.70	3.75	18.75
5	3108	4.19	20.95	4.38	21.90	2.24	11.20	6.00	30.00
2	3118	5.50	11.00	5.85	11.70	3.00	6.00	4.00	8.00
3	3411	15.24	45.72	16.44	49.32	9.80	29.40	10.75	32.25
12	3422	15.61	187.32	16.88	202.56	8.87	106.44	18.00	216.00
2	3442	15.16	30.32	15.25	30.50	8.57	17.14	12.00	24.00
15	3472	7.43	111.45	7.76	116.40	4.48	67.20	7.00	105.00
2	3136	11.10	22.20	13.44	26.88	6.27	12.54	10.20	20.40
10	3139	3.50	35.00	3.77	37.70	1.93	19.30	3.00	30.00
3	3192	8.20	24.60	9.90	29.70	4.53	13.59	4.00	12.00
6	3195	5.12	30.72	6.19	37.14	2.89	17.34	4.00	24.00
2	3195	8.32	16.64	8.25	16.50	3.85	7.70	7.20	14.40
10	3211	16.81	168.10	20.09	200.90	9.38	93.80	19.75	197.50
2	3216	6.05	12.10	8.74	17.48	4.32	8.64	8.25	16.50
2	3217	20.95	41.90	26.22	52.44	16.74	33.48	13.75	27.50
2	3219	5.95	11.90	7.20	14.40	3.19	6.38	4.75	9.50
3	3242	11.22	33.66	13.62	40.86	6.36	19.08	20.75	62.25
2	3243	6.25	12.50	8.38	16.76	3.77	7.54	-	-

Oconee County
 Filters for Vehicle Maintenance
 and Rock Quarry

Bidders		Anderson Auto Parts		Carquest Parts of Seneca		Myrtle Beach Auto & Truck		Boggs Tractor Co Inc	
Address		Seneca, SC		Seneca, SC		Myrtle Beach, SC		Seneca, SC	
Approx Qty	Part No.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
2	3249	4.41	8.82	5.83	11.66	2.43	4.86	5.25	10.50
2	3253	6.14	12.28	7.43	14.86	3.47	6.94	5.50	11.00
2	3263	3.59	7.18	4.35	8.70	2.83	5.66	1.00	2.00
2	3264	4.22	8.44	5.10	10.20	2.38	4.76	4.00	8.00
2	3276	4.65	9.30	5.53	11.06	2.63	5.26	4.00	8.00
2	3277	1.57	3.14	2.15	4.30	0.79	1.58	3.00	6.00
8	3298	5.35	42.80	5.32	42.56	2.73	21.84	5.15	41.20
2	3317	7.11	14.22	6.89	13.78	3.68	7.36	7.15	14.30
2	3318	6.84	13.68	8.85	17.70	4.13	8.26	-	-
6	3352	4.63	27.78	5.60	33.60	7.48	44.88	3.75	22.50
12	3357	5.85	70.20	6.20	74.40	3.18	38.16	5.80	69.60
12	3358	4.89	58.68	5.12	61.44	2.82	33.84	4.00	48.00
8	3359	3.25	26.00	3.93	31.44	1.63	13.04	2.75	22.00
2	3361	6.56	13.12	6.72	13.44	3.14	6.28	5.75	11.50
2	3369	11.47	22.94	14.35	28.70	6.70	13.40	11.75	23.50
2	3370	7.83	15.66	8.30	16.60	4.09	8.18	7.83	15.66
2	3377	13.91	27.82	18.52	37.04	7.85	15.70	12.75	25.50
2	3378	12.75	25.50	15.44	30.88	7.20	14.40	5.90	11.80
2	3377	7.41	14.82	8.96	17.92	4.15	8.30	5.75	11.50
1	3384	8.56	8.56	10.38	10.38	4.53	4.53	5.25	5.25
2	3390	3.80	7.60	4.59	9.18	2.14	4.28	3.00	6.00
12	3406	8.73	104.76	10.55	126.72	4.84	58.08	6.75	81.00
1	4428	12.03	12.03	14.92	14.92	6.36	6.36	7.85	7.85
2	4864	25.06	50.12	19.55	39.10	7.90	15.80	-	-
2	4873	23.53	47.06	15.55	31.10	7.42	14.84	-	-
3	6040	4.21	12.63	5.45	16.35	2.84	8.52	5.50	16.50
4	3467	7.03	28.12	9.17	36.68	3.03	12.12	5.80	23.20
1	2480	6.89	6.89	9.90	9.90	3.93	3.93	-	-
1	3487	7.04	7.04	9.09	9.09	4.25	4.25	-	-
2	3507	4.52	9.04	5.58	11.16	2.61	5.22	3.40	6.80
2	3517	17.91	35.82	21.65	43.30	9.90	19.80	13.33	26.66
2	3518	18.35	36.70	19.24	38.48	18.26	36.52	13.48	26.96
1	3528	7.22	7.22	8.73	8.73	4.07	4.07	5.53	5.53
1	3533	11.85	11.85	14.35	14.35	6.70	6.70	9.82	9.82
1	3548	12.73	12.73	15.45	15.45	7.19	7.19	10.55	10.55
2	3570	15.25	30.50	18.78	37.56	11.02	22.04	27.82	55.64
75	3583	5.86	439.50	7.32	549.00	2.91	218.25	4.97	372.75
2	3606	38.87	77.74	47.02	94.04	21.96	43.92	33.40	66.80
2	3623	7.14	14.28	9.23	18.46	4.31	8.62	-	-
2	3625	7.45	14.90	9.34	18.68	4.22	8.44	5.57	11.14
2	3633	16.42	32.84	19.53	39.06	6.26	12.52	9.40	18.80
2	3640	13.82	27.64	16.71	33.42	7.80	15.60	9.82	19.64
3	3651X4	11.53	34.59	13.55	40.65	6.51	19.53	10.07	30.21
1	3674	10.31	10.31	12.48	12.48	5.37	5.37	7.14	7.14
1	3780	21.76	21.76	28.31	28.31	12.28	12.28	16.31	16.31
1	3781	5.22	5.22	6.31	6.31	2.84	2.84	-	-
4	3787	18.44	73.76	22.69	90.76	9.28	37.12	12.58	50.32
9	4070	5.91	53.19	7.14	64.26	3.34	30.06	4.82	43.38

Oconee County
 Filters for Vehicle Maintenance
 and Rock Quarry

Bidders		Anderson Auto Parts		Carquest Parts of Seneca		Myrtle Beach Auto & Truck		Boggs Tractor Co Inc	
Address		Seneca, SC		Seneca, SC		Myrtle Beach, SC		Seneca, SC	
Approx Qty	Part No.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
2	4071	6.85	13.70	7.12	14.24	3.63	7.26	8.26	16.52
2	4072	9.54	19.08	11.54	23.08	5.38	10.76	7.10	14.20
10	4073	8.68	86.80	11.95	119.50	5.30	53.00	8.92	89.20
5	4074	13.11	65.55	15.86	79.30	7.43	37.15	9.32	46.60
18	4094	28.90	520.20	17.01	306.18	7.94	142.92	-	-
10	5314	47.34	473.40	28.26	282.60	13.19	131.90	21.85	218.50
5	4318	29.29	146.45	16.71	83.55	7.80	39.00	-	-
12	4390	4.73	56.76	5.72	68.64	2.87	34.44	4.03	48.36
4	5407	29.79	119.16	36.03	144.12	16.81	67.24	29.90	119.60
12	5415	8.28	99.36	12.21	146.52	5.50	66.00	9.53	114.36
1	6427	17.71	17.71	21.46	21.46	12.01	12.01	21.70	21.70
1	6428	16.19	16.19	18.65	18.65	8.14	8.14	12.10	12.10
4	6432	23.73	94.92	28.71	114.84	13.45	53.80	18.74	74.96
2	6438	17.75	35.50	21.47	42.94	13.02	26.04	9.54	19.08
9	6440	10.01	90.09	12.95	116.55	5.94	53.46	9.31	83.79
4	6917	5.18	20.72	6.70	26.80	3.13	12.52	5.19	20.76
2	6117	6.70	13.40	8.67	17.34	4.05	8.10	8.31	16.62
2	E128	3.84	7.68	4.87	9.74	2.32	4.64	4.20	8.40
10	E129	4.79	47.90	6.21	62.10	2.90	29.00	4.45	44.50
2	E133	4.50	9.00	5.62	11.24	2.72	5.44	5.58	11.16
105	E134	4.48	468.00	5.79	578.00	2.70	270.00	4.38	459.00
6	E174	4.95	29.70	6.39	38.34	2.99	17.94	5.12	30.72
1	E180	5.00	5.00	6.47	6.47	3.02	3.02	8.02	8.02
2	E220	6.22	12.44	8.04	16.08	3.75	7.50	6.27	12.54
2	E231	31.32	62.64	37.89	75.78	17.88	35.76	-	-
2	E232	22.61	45.22	27.35	54.70	12.76	25.52	-	-
2	E241	7.11	14.22	11.66	23.32	5.36	10.72	9.33	18.66
2	E250	19.65	39.30	23.78	47.56	11.10	22.20	15.29	30.58
2	E251	20.95	41.90	25.39	50.78	11.83	23.66	18.53	37.06
2	E263	6.86	13.72	8.88	17.76	4.13	8.26	-	-
2	E255	9.05	18.10	10.95	21.90	5.11	10.22	9.50	19.00
2	E270	9.30	18.60	11.25	22.50	5.27	10.54	8.54	17.08
2	E280	25.37	50.74	31.63	63.26	14.32	28.64	19.10	38.20
2	E307	5.73	11.46	7.49	14.98	2.49	4.98	-	-
5	E314	22.28	111.40	28.95	144.75	12.68	63.40	17.04	85.20
12	E324	15.70	188.40	15.09	181.08	8.91	106.92	11.33	135.96
2	E346	16.03	32.06	20.38	40.76	9.53	19.06	-	-
17	E350	45.48	773.16	58.85	1000.45	23.93	406.81	35.18	598.06
0	E356	10.94	0.00	13.83	0.00	7.67	0.00	10.73	0.00
12	E371	17.16	205.92	20.78	249.36	9.74	116.88	12.88	154.56
1	E378	17.89	17.89	21.63	21.63	10.10	10.10	12.23	12.23
1	E389	16.23	16.23	19.63	19.63	9.16	9.16	7.85	7.85
1	E391	20.45	20.45	24.75	24.75	11.55	11.55	15.39	15.39
1	E397	18.15	18.15	21.95	21.95	10.25	10.25	-	-
5	E404	26.75	133.75	32.26	161.30	15.10	75.50	28.60	143.00
4	E722	42.65	170.60	51.51	206.04	24.38	97.52	32.36	129.44
4	E723	28.05	112.20	33.95	135.80	15.81	63.24	21.79	87.16
2	E744	27.24	54.48	32.98	65.96	15.43	30.86	20.57	41.14

Oconee County
 Filters for Vehicle Maintenance
 and Rock Quarry

Bidders	Anderson Auto Parts			Carquest Parts of Seneca		Myrtle Beach Auto & Truck		Boggs Tractor Co Inc	
Address	Seneca, SC			Seneca, SC		Myrtle Beach, SC		Seneca, SC	
Approx Qty	Part No.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
2	6761	35.17	69.34	40.13	80.26	18.73	37.46	23.74	47.49
2	6766	16.92	32.04	19.38	38.76	9.34	18.68	11.81	23.62
1	6779	22.00	22.00	26.82	26.82	12.42	12.42	17.03	17.03
2	6802	8.43	16.86	10.39	20.78	6.39	12.78	-	-
8	6443	10.98	85.86	13.28	79.09	6.20	37.20	7.99	47.88
2	6452	21.05	42.12	25.47	50.94	11.89	23.78	15.52	31.04
4	6475	33.43	133.72	40.43	151.72	18.87	75.48	24.77	99.08
1	6477	24.70	98.80	29.08	115.32	18.94	65.75	8.72	70.88
2	6478	29.32	58.64	35.11	70.22	16.38	32.76	21.79	43.58
2	6486	23.38	47.76	26.98	53.96	13.48	26.96	21.57	43.14
6	6502	36.15	214.90	47.36	284.16	22.10	132.60	45.50	273.00
2	6514	17.68	35.36	15.04	30.08	7.16	14.32	9.52	19.04
2	6515	18.02	36.04	21.83	43.66	10.18	20.36	13.80	27.60
2	6527	14.23	28.46	17.18	34.36	9.07	18.14	-	-
6	6530	25.88	153.48	30.83	185.58	24.44	86.54	20.05	120.30
6	6531	18.36	110.16	23.41	140.46	10.53	63.18	14.80	88.80
4	6534	18.19	72.76	21.98	87.92	10.27	41.08	17.61	70.44
2	6544	33.87	67.74	41.37	82.74	18.12	36.24	25.41	50.82
2	6545	23.34	46.68	28.32	56.64	13.17	26.34	17.78	35.56
4	6563	16.65	67.40	20.38	81.52	9.51	38.04	12.17	48.68
2	6562	22.31	44.62	28.99	57.98	12.89	25.78	15.32	30.64
2	6568	13.57	27.14	16.41	32.82	7.65	15.30	10.31	20.62
24	6588	41.57	997.68	50.28	1,206.72	23.47	563.28	29.07	697.68
26	6592	44.26	1,150.76	53.67	1,395.42	25.30	657.80	32.49	1,164.74
2	6615	9.64	19.28	11.35	22.70	6.44	12.88	7.64	15.28
2	6662	18.48	36.96	22.35	44.70	10.43	20.86	17.12	34.24
2	6663	14.54	29.08	17.68	35.36	8.21	16.42	9.76	19.52
1	6671	18.28	18.28	19.70	19.70	9.20	9.20	12.88	12.88
1	6672	12.33	12.33	14.91	14.91	6.98	6.98	9.16	9.16
2	6688	18.59	37.18	22.44	44.88	10.47	20.94	18.27	36.54
2	6708	33.12	66.24	46.34	92.68	18.88	37.76	-	-
2	6804	13.14	26.28	17.00	34.00	7.94	15.88	-	-
2	6808	42.95	85.90	61.95	123.90	24.25	48.50	-	-
1	6807	17.35	17.35	28.65	28.65	9.63	9.63	-	-
2	6814	10.41	20.82	13.47	26.94	6.23	12.46	-	-
1	6836	35.20	35.20	43.79	43.79	26.43	26.43	26.83	26.83
1	6837	24.13	24.13	29.15	29.15	13.61	13.61	29.87	29.87
2	6845	22.64	45.28	27.38	54.76	13.79	27.58	18.74	37.48
2	1-4948	4.93	9.86	8.98	17.96	4.88	9.76	3.85	7.70
2	1-5036	7.20	14.40	8.81	17.62	6.61	13.22	5.20	10.40
2	1-7486	8.78	17.56	10.54	21.08	9.25	18.50	-	-
5	1-7595	11.64	58.20	12.53	62.65	11.01	55.05	7.35	36.75
2	1-7793	13.65	27.30	8.51	17.02	12.34	24.68	-	-
2	1-7821	10.64	21.28	11.48	22.96	10.08	20.16	-	-
1	1-7936	16.78	16.78	14.28	14.28	13.20	13.20	10.50	10.50
2	1-7938	14.03	28.06	14.38	28.76	13.28	26.56	12.85	25.70
2	1-7939	15.53	31.06	16.77	33.54	19.63	39.26	-	-
2	1-7957	5.38	10.76	6.71	13.42	6.37	12.74	-	-

Oconee County
 Filters for Vehicle Maintenance
 and Rock Quarry

Bidders	Anderson Auto Parts			Carquest Parts of Seneca		Myrtle Beach Auto & Truck		Borgs Tractor Co Inc	
Address	Seneca, SC			Seneca, SC		Myrtle Beach, SC		Seneca, SC	
Approx Qty	Part No.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
2	1-7980	7.15	14.30	10.01	20.02	6.77	13.54		
6	1-7987	14.67	87.42	15.81	94.86	13.78	82.68	23.10	138.60
4	1-7988	30.15	80.80	19.77	79.08	19.05	76.20		
4	1-7974	22.04	88.16	22.05	88.20	20.84	83.36		
6	1-7975	20.53	124.68	22.05	132.30	19.70	118.20		
7	1-8056	15.16	106.32	15.37	107.61	14.25	99.75		
60	1-8098	15.02	751.00	18.46	1107.60	14.21	710.00	13.40	670.00
15	1-8527	11.20	168.00	12.42	201.30	10.57	158.55	14.28	214.20
2	1-8565	11.49	22.98	11.79	23.58	10.86	21.72		
2	1-8567	13.09	26.18	16.77	33.54	12.38	24.76	14.00	28.00
Subtotal Vehicle Maintenance			20,648.20		24,171.85		11,876.20		19,436.35
Rock Quarry									
64	6476	33.43	439.02	40.43	565.02	18.87	264.18	24.77	310.78
14	6477	24.70	345.80	29.86	418.32	13.34	195.16	18.22	255.08
14	1792	11.87	166.18	12.44	174.16	8.36	69.04	8.24	115.36
26	6368	13.94	390.32	18.08	449.68	7.87	206.38	10.75	400.44
58	2218	48.61	2,808.96	51.08	2,834.46	27.10	1,517.60	40.77	2,383.12
55	2217	31.34	1,823.04	41.64	2,328.24	19.39	1,085.84	28.30	1,473.60
14	7745Dx	46.50	567.30	48.99	625.86	22.86	300.04	22.10	319.20
14	3423	25.96	351.84	30.30	424.20	14.14	197.96	18.23	255.22
28	3406	11.04	308.12	18.75	479.80	8.23	174.44	6.93	195.72
7	7-24	24.52	171.64	28.86	202.02	13.84	96.88	18.22	127.54
14	1870	11.58	162.12	12.17	169.86	6.20	66.80	8.11	113.54
14	2228	25.08	351.12	30.33	424.62	14.15	198.24	19.18	268.52
14	2239	19.34	270.82	23.37	327.18	10.91	152.74	14.51	203.14
28	8670	43.82	1,226.96	53.00	1,484.00	24.74	692.72	36.85	1,034.80
28	8771	38.33	1,064.94	48.99	1,287.72	21.47	601.18	28.83	740.64
7	1748	17.56	122.92	18.52	129.64	7.33	51.31	8.77	61.39
7	2580	111.91	783.57	134.80	943.60	62.98	440.86	50.39	352.73
7	2383	64.15	373.05	66.51	465.57	30.57	213.99	40.73	285.11
28	820	5.95	166.60	7.20	201.60	3.38	94.64	4.34	121.32
14	2228	32.24	451.36	39.99	545.86	18.20	254.80	24.45	342.30
14	2226	21.44	299.96	25.38	355.32	11.94	167.16	15.18	212.52
14	3373	6.57	91.98	7.94	111.16	3.71	51.94	4.96	69.44
7	6748	58.72	411.04	71.83	497.21	33.75	236.25	47.80	334.60
7	2128	197.62	283.34	15.50	108.50	21.21	148.65	28.13	197.00
10	3120	11.41	75.74	6.54	65.40	2.80	40.00	3.87	54.18
7	2132	27.23	190.61	32.93	230.61	15.07	107.64	19.97	139.78
7	2233	12.18	85.26	12.77	89.39	5.88	41.16	9.43	66.01
7	2789	11.73	82.11	11.18	78.28	6.62	46.34	8.83	61.81
7	1821	3.74	26.18	4.03	28.21	2.25	15.75	3.27	22.89
14	4341			under production		5.28	24.12	8.01	112.14
7	3370	7.03	55.41	8.30	66.30	4.09	28.63	7.51	52.57
14	4072	9.54	133.56	11.54	161.56	6.29	74.48	7.13	99.40
7	1080	3.02	21.14	3.90	27.30	1.88	13.16	2.67	18.69
7	3481	7.09	49.63	8.17	57.19	3.63	25.41	5.60	39.20
14	2198	3.87	54.18	5.09	70.00	2.34	32.76	3.85	49.70

Ornnee County
 Filters for Vehicle Maintenance
 and Rock Quarry

February 6, 2009
 2:00 p.m.

Bidders	Anderson Auto Parts			Carquest Parts of Seneca		Myrtle Beach Auto-A-Truck		Boggs Tractor Co Inc	
Address	Seneca, SC			Seneca, SC		Myrtle Beach, SC		Seneca, SC	
Approx Qty	Part No.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
14	1036	3.02	42.28	3.90	54.60	1.69	23.65	2.49	34.85
7	1372	3.21	22.47	4.19	28.96	1.80	12.60	2.78	19.46
7	8134	4.43	31.01	4.16	29.12	2.70	18.90	4.86	34.02
50	1744	23.50	1,175.00	24.74	1,237.00	12.86	708.88	12.94	647.00
50	3405	6.73	486.50	10.58	591.35	4.66	262.08	6.51	384.56
7	8747	44.02	308.14	53.25	372.75	24.85	173.95	32.65	227.97
7	9472	7.43	52.01	7.71	53.97	3.98	27.86	6.81	46.27
7	1502	3.64	25.48	3.81	26.67	1.95	13.65	2.71	18.97
7	3357	5.95	41.65	6.23	43.61	3.19	22.33	4.63	32.41
7	3472	7.43	52.01	7.79	54.53	3.58	25.06	3.87	40.27
7	3671	16.29	114.03	19.70	137.96	8.70	60.40	12.87	90.02
7	5672	12.33	86.31	14.81	104.37	3.06	48.72	3.18	54.33
7	3416	8.80	61.60	11.57	81.05	5.38	37.63	7.29	51.03
7	4112	31.73	260.11	43.23	362.84	20.17	141.19	30.76	219.32
7	4372	8.34	60.78	11.34	80.78	5.52	37.24	7.10	48.70
7	4073	9.80	68.60	11.04	83.58	4.30	37.10	8.82	67.44
7	2640	13.52	96.74	16.71	118.97	7.80	54.60	3.92	62.44
7	3780	23.76	152.32	26.31	184.17	12.28	85.96	16.31	114.17
7	1798	7.11	49.77	8.50	63.20	4.01	28.07	3.32	37.24
7	3572	6.64	46.48	8.03	66.21	3.75	26.25	3.59	25.13
7	1243	3.25	22.75	3.48	24.36	1.86	13.02	2.50	17.50
7	202	16.03	112.21	12.12	84.84	5.86	40.92	2.78	152.22
7	2924	17.24	121.98	20.97	146.76	9.76	68.33	12.99	90.93
7	2119	25.52	178.64	30.57	215.09	14.41	100.87	18.62	130.24
7	1071	10.30	75.40	11.32	79.24	5.79	40.53	7.95	55.55
7	3033	2.44	17.08	2.21	15.47	1.07	7.49	2.20	16.02
14	3383	3.25	45.50	3.83	55.02	1.93	26.92	2.82	36.68
14	4070	6.91	96.74	7.14	99.96	3.34	46.76	4.62	64.68
14	4074	13.11	183.54	15.06	210.84	7.40	103.60	8.82	150.48
Subtotal Rock Quarry			18,347.77		21,473.75		10,354.82		14,288.03
Subtotal Vehicle Maint and Rock Quarry			38,995.97		45,648.51		22,231.92		29,604.38
SC Sales Tax			2,336.76		2,738.74		1,321.85		1,776.25
Grand Total			41,395.73		49,384.35		23,554.55		31,390.64
Company Name	NAPA			Carquest		NAPA		Boggs	
Name Brand	Gold			NAPA		Gold			
Delivery Time	24 hours			Next Day		Majority while 24 hours		Davidson	
Notes						Did not have space on delivery		Dir. not meet specs - 308 not bid all items	

Boards & Commissions	Meeting Date to Appear	George Blanchard	Tommy Crumpton	Mario Suarez	Marion Lyles	Frank Ables	Delegation Office	Other
		District I	District II	District III	District IV	District V		
Aeronautics Commission	Jan 2012	Paul Mack	Dan Suddeth	2012: Thomas Luke	2012: Wayne Kholleler	2012: Fred Golden	Robert H. Edwards	
Anderson-Oronoke Behavioral Health Services Commission	05-08	All need either appointment/ re-appointment - requirements set forth in ORD 83-06 - Terms = 3 yrs. Harold Alley, Wanda Long, Joan Black, Jere DuBois, Fred Hamilton, Billie Weisen, Robert Blessingame						
Arts & Historical Commission	03-05	2010: Rick Berhea N/A	2012: Luther Lyle N/A	2010: Al Robinson N/A	Barbara Waters N/A	Henry Richardson N/A		At Large: 2010: Jerry Dugwell & Stan Dubose
ATAF Committee	06-08	All need either appointment / re-appointment - requirements set forth in ORD 98-61 - Terms = 3 yrs. Gen Mc Swain, Gerald Foster, Irene Sedy, Glenn Abbott, Barbara Laughter, Ginger Pope, Doyle Burton						
Building Codes Appeal Board		Roger Mize	Neal Workman	2011: Sami Shew N/A	2011: Vinson Smith N/A	Forrest Fuller N/A		
Disabilities & Special Needs, Board of		N/A	N/A	N/A	N/A	N/A	All needed	
Economic Development Commission	11-08	Kim Alexander	Harold Gibson	Hank Field	2010: Sam Dickson	Buddy G. Herring		
Emergency Services Commission		2011: Roger Garst	Jess Nevell	2011: Jay Heathington	2011: Nick Williams	2011: Jim Miles		
Firemen's Insurance & Inspection Fund Board		2009: Larry Harden, Dewitt Mize, Chris Smith, Richard Timms, Charles Bobby Williams						
Infrastructure Advisory Commission	07-08	OC Appoint: Economic Development Director - other two Council chairs and serve until replaced by Council						
Keowee Fire Tax District Commission		All Members elected to 4-yr term in November General Election						
Library Board		2009: Jean Adams, Carol Baumgartner, Frank Montague, Judy Gaulin, Raymond Morrison, Bill Kennedy, Vick Miller, Paul Johnson, Hector Torres (5-yr term; 4-2 yr terms)						
Parks, Recreation & Tourism Commission	11-08	2011: Camille Terry	Vacant	2011: Wayne Frady	2009: Waded Spasman	2008: John Carner		2011: Felicia Gouge
Planning Commission	04-08	2009: William Nelson	2009: Randy Abbott	2009: Bill Evelt	Tommy Abbott	2009: Ryan Hamba		2009: Rex Ramsay 2009: Marlon Lyles
SC AGOG Board		N/A	N/A	N/A	N/A	N/A		
Sewer Commission		Council will no longer appoint						
Solid Waste Commission	04-08	Dean Wyatt	2010: James Moore	John P. Vaught	Clark Wilmont	Lee Koose		At Large: Rex Blanton + New At Large: 2012: Berry Nichols & Scott Foster
Zoning Board of Appeals	01-08	2012: Cary Winters	Dean Putnam	Gene Gaillard	2012: Clark Wilmont	2012: Eric Moin		

Beth Hulse

From: Steve Roach - - - Seneca SC 29678 - Sales Tax [taxpayer@targetoc.org]
Sent: Saturday, February 23, 2008 1:07 PM
To: Beth Hulse
Subject: From Oconee County: Steve Roach: Seneca, SC 29678 - Sales Tax

For: County Council. Please forward this email to all Councilmen and the Administrator.
From Oconee County: Steve Roach - - - Seneca, SC 29678
Return Email: stephenroach@netzero.com
Area of Concern: Sales Tax
Comments:

Voters and taxpayers firmly rejected sales tax proposals in 2004 and 2006. We do NOT want to vote on this matter every two years.

Taxpayers throughout the State, Nation, and Oconee County are frustrated with elected officials who continually ignore the wishes of their constituents. If you continue to ignore the will of the people, TARGETOC supporters will insure the referendum is soundly defeated and launch a statewide taxpayer campaign to provide legislative prohibitions against future repeated referenda.

NO MORE. STOP THE SALES TAX NOW!



UPCOMING
OCONEE COUNTY COUNCIL
& COUNCIL COMMITTEE
MEETINGS

March 5, 2008:

The Oconee County Council **Road & Transportation Committee** will meet at 10:00 a.m. on in Council Chambers to discuss various road issues.

March 18, 2008:

The Oconee County Council will meet for a **workshop** with the Oconee County Library Board on Tuesday, March 18, 2008 at 4:00 p.m. in Chambers to discuss various issues regarding the Seneca Library.

The Oconee County Council will meet for their **regular meeting** at 6:00 p.m. in Chambers.

The Oconee County Council will hold a **public hearing** on Tuesday, March 18, 2008 at 6:00 p.m. in Chambers regarding **Ordinance 2008-01**.

March 12, 2008:

The Oconee County Council **Road & Transportation Committee** will meet at 10:00 a.m. on in Council Chambers to discuss various road issues.

March 19, 2008:

The Oconee County Council **Road & Transportation Committee** will meet at 10:00 a.m. on in Council Chambers to discuss various road issues.

March 26, 2008:

The Oconee County Council **Road & Transportation Committee** will meet at 10:00 a.m. on in Council Chambers to discuss various road issues.

Beth Hulse

From: Dale Surratt
Sent: Wednesday, February 27, 2008 9:47 AM
To: Art Holbrooks; Amy E. Wilson; Beth Hulse
Cc: Frank Aoles (fables@wtdblue.net); George Blanchard (georgajudy1@bellsouth.net); Mario Suarez (mariosuarez3@gmail.com); Marion Lyles (marionelyles@bellsouth.net); Tommy Drumpton (tdc1@bellsouth.net)
Subject: RE: fy- in case you haven't seen it

Council members,

Brad will be giving you a briefing and advice on this matter at the next meeting. The matter of the stop work order was brought to my attention when I first came to work here and I instructed Channon to lift the stop work order because I saw the appeal to the building codes council and the disagreement over the basement/foundation area as two separate issues.

Dale

From: Art Holbrooks
Sent: Wednesday, February 27, 2008 9:34 AM
To: Dale Surratt
Subject: fy- in case you haven't seen it

Dale

Ray Chandler has an article about Channon in the Independent today:

<http://www.independentmail.com/news/2008/feb/26/opense-county-faces-fnc-regarding-building-codes/>

Art

independentmail.com
ANDERSON, SOUTH CAROLINA

Oconee County faces fine regarding building codes

By Ray Chandler
Tuesday, February 26, 2008

WALHALLA — Oconee County officials say a recent fine and reprimand issued to a county official regarding building code violations points more to vagueness in state rules than fault of the county.

"What it comes down to is a home rule issue," County Attorney Brad Norton said Tuesday. "If the state isn't going to let local governments interpret building code definitions according to on-site conditions, then they should just say it's no longer a local function and have state inspectors."

Mr. Norton was responding to inquiries about a recent \$500 fine and reprimand handed down to County Building Codes Director Channon Chambers that resulted from two complaints filed against Mr. Chambers with the South Carolina Department of Labor, Licensing and Regulation.

In the first complaint, one from March 2007, Feature Homes, associated with Aho Homes, filed a complaint charging Mr. Chambers with wrongly interpreting a code.

Mr. Chambers said the issue involved the damp-proofing of what was defined as the crawl space of one home the company was building in Oconee County. The space was big enough to stand up in, had a door leading to the outside and could be used for storage, he said, so the interpretation of it as "usable space" was applied, requiring damp-proofing.

Company officials showed no inclination to resolve the matter through discussion but immediately filed a complaint, Mr. Chambers said. He then placed a stop work order on the project, with a direction from former county administrator Tom Hendricks not to remove the order until the matter was settled legally.

The county has established an appeals board for handling disputes of code inspector's interpretations, Mr. Norton said, but the company in question chose to complain to the state.

In the Jan. 30 hearing on the issue, Mr. Norton said, the South Carolina Building Codes Council did not decide whether Mr. Chambers' interpretation of "usable space" versus crawl space was correct.

Mr. Chambers was fined, instead, for not withdrawing the stop work order.

"Channon was in a Catch-22," Mr. Norton said. "Mr. Hendricks had told him not to until it was resolved legally. (Mr. Chambers) would have lost his job had he done otherwise."

The \$500 fine, according to attorneys for the labor and licensing department, was the lightest penalty that could be assessed.

In the second case, a local manufacturer of prefabricated outbuildings filed a complaint against Mr.

Chambers for enforcing a requirement for engineering plan specifications on buildings larger than 200 square feet. In some cases, Mr. Chambers said, the outbuildings were multisectional and as large as 800 square feet.

Mr. Norton said that the Building Codes Council did not find that Mr. Chambers acted illegally or unethically in this matter. But the council did hand down a reprimand.

The reason, he said, was because it was unclear to the board whether Oconee County officially had adopted the section of the building standards code Mr. Chambers had enforced.

Both Mr. Norton and Mr. Chambers said the county would be preparing updated versions of the building codes for the County Council to pass.

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Norton & Ballenger, P.A.
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POST OFFICE BOX 487
89 SOUTH STREET
WALHALLA, SC 29691

TELEPHONE (864) 638-2850
FACSIMILE (864) 658-2032

BRADLEY A. NORTON

KAREN F. BALLENGER

MEMORANDUM

Date: February 29, 2008
To: County Council
From: Bradley A. Norton
County Attorney
Issue: Agreement with Clemson University and Pickens County 911 Service

Please find attached a proposed agreement with Pickens County and Clemson University concerning fire and rescue services for Clemson University property located in Oconee County. This is being sent to you for your review. There are several issues that need to be hammered out and we should have a proposed final copy of this agreement for you for the meeting on March 18, 2008.

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

AGREEMENT

THIS AGREEMENT, entered into this ____ day of February, 2008 by and between the County of Pickens (hereinafter "Pickens"), the County of Oconee (hereinafter "Oconee"), and Clemson University (hereinafter "University").

WHEREAS, University owns certain property in what is known as the Ravenel section of Oconee County (hereinafter "covered area"), and;

WHEREAS, the University recognizes the efficiency and convenience of having Pickens provide emergency contact through its 911 services to the covered area, and;

WHEREAS, Pickens and University are willing to assist the Oconee in providing the covered area with emergency contact through its 911 system under the terms set forth below, and;

WHEREAS Oconee is willing to allow Pickens and University to provide the covered area with emergency contact for Fire & EMS services through the Pickens's 911 system under the terms set forth below, and;

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

1. Oconee County will provide block ranges and street names for the covered area, list of same to be attached hereto as Exhibit "A."
2. Pickens and University will allow the covered area to be identified on the Pickens 911 system.
3. Oconee will receive incoming 911 calls from the covered area. Those calls that require Fire and/or EMS will be one button transferred to University.
4. All systematic number identification and automatic location identification corrections, changes, additions, or deletions, will be the responsibility of the

Oconee. Personnel of Oconee will provide such data to Pickens and University for updating the covered area, said covered area as updated must be approved in writing by representatives of Pickens and Oconee in advance.

5. This Agreement shall be for an indefinite term, with any party having the right to terminate the Agreement upon thirty (30) day written notice to the other parties.
6. The Agreement is binding on the parties and their successors and assigns.
7. This constitutes the entire agreement of the parties hereto and the same shall not be modified except in writing and executed by all parties.

WITNESS our hands and seals on the date first above written:

Witness:

Clemson University Fire Chief

Witness:

Pickens County E911 Coordinator

Witness:

Oconee County E911 Coordinator

Beth Hulse

From: Mack Kelly
Sent: Friday, February 29, 2008 2:32 PM
To: Dale Surratt
Cc: Beth Hulse
Subject: RE: new Road Dept Schedule

Mr. Surratt

I have developed the 2 page executive report to be forwarded to Council.

Additionally, I have included the year long schedule should any one be interested in the more detailed analysis.

Thanks,

Mack

D. Mack Kelly, Jr.
 Ph.D., S.H.R.P.
 Director of Traffic Safety
 County Engineer
 Clarke Turner
 25023 Wolfe Highway
 Spocan, WA 99224
 P: 509-338-1022
 F: 509-338-1111
makelly@occonline.com
www.occonline.com

From: Dale Surratt
Sent: Thursday, February 28, 2008 5:30 PM
To: Beth Hulse
Cc: Mack Kelly
Subject: RE: new Road Dept Schedule

Mack:

I would like for you to do a summary info sheet (not to exceed two pages of normal font) that can be placed in their agenda packets. I will place a cover letter on it requesting that they review it and send me any questions or concerns. We will then place it on the following agenda under the Administrator's report for their comments. We will include the same info sheet again with Q's and A's.

DS

From: Beth Hulse

Sent: Thursday, February 28, 2008 4:02 PM
To: Dale Surret
Cc: Mack Kelly
Subject: new Road Dept Schedule

Mr. Surret,

Mack called and asked if you want the new schedule as an agenda item or will you address during administrator's report?
Please advise.
Thanks.

Elizabeth G. Hulse
Clerk to County Council
Oconee County Administration Office
415 S. Pine Street
Walhalla, SC 29691
864-715-1023
864-715-1024 [fax]
bhulse@oconeesc.com

Roads & Bridges Department Proposes 5-10 Work Schedule

March 3, 2008

As fuel prices continue to soar, the Roads and Bridges Department has developed a proactive response to save the County money, work more efficiently, and destroy the perception that citizens can't obtain assistance during a normal workday.

The typical week would consist of the following:

- Monday:** 15-20 Employees report to perform crew based task assignments. Employees would include 2 full field crews and administrative personnel to assign work, provide supervision and accountability, and staff the office.
Office Hours 8:00 a.m. - 6:00 p.m.
Field Operations 7:30 a.m. - 6:00 p.m.
- Tuesday:** Entire Department reports for normal duty.
Office Hours 8:00 a.m. - 6:00 p.m.
Field Operations 7:30 a.m. - 6:00 p.m.
- Wednesday:** Same as Tuesday.
- Thursday:** Same as Wednesday.
- Friday:** 15-20 Employees report to perform crew based task assignments. Employees would include 2 full field crews and administrative personnel to assign work, provide supervision and accountability, and staff the office.
Office Hours 8:00 a.m. - 6:00 p.m.
Field Operations 7:30 a.m. - 6:00 p.m.

Weeks with Holiday's will be modified such that everyone works 10-hours for the normal workdays.

An entire year calendar has already been developed so that an employee will know what day they are scheduled to work through December 31, 2008. The typical work day for the field crews spend a half hour traveling to a project site and spend a half hour off-loading equipment, performing pre-use equipment inspections and minor operator-based preventative maintenance, and setting up safe work zones with proper traffic control. The same time is spent loading equipment, breaking down the safe work zone, and storing the traffic control devices and traveling back to the office. So, even the latest sunrises and earliest sunsets, are of little concern to operate on a year round, 5-10 basis. The latest sunrise is 7:40 a.m. January 10, 2008. The earliest sunset is 5:21 p.m. December 7, 2008.

BENEFITS

SAVES FUEL

By working the above schedule, it is anticipated to save 7,500 gallons of fuel. With fuel costing \$3.00, a savings of approximately \$22,500 could be experienced.

IMPROVES PRODUCTIVITY

The proposed schedule as it relates to Holidays will produce fifty, 40-hour work weeks. Our current schedule produces thirty-nine to forty 40-hour work weeks possible.

Most crews spend a half hour traveling to a project site and spend a half hour off-loading equipment, performing pre-use equipment inspections and maintenance, and setting up safe work zones with proper traffic control. The same time is spent loading equipment, breaking down the safe work zone, and storing the traffic control devices and traveling back to the office. By working 10-hour days, 32 hours are available for productive work during the week. Working the traditional 8-hour day only allows for 30 hours of productive work.

ALLOWS MORE FLEXIBLE TIME FOR MAINTENANCE

Our existing Facility has a large area for storing equipment and performing operator-based maintenance. With the longer work days, additional time can be made available to perform necessary operator maintenance – which will extend the life and performance of the equipment.

Also if the Motor Pool completes a repair or service by lunch, we still have 6 hours of work time to complete a task.

REDUCES NEED FOR OVERTIME

We try to accommodate the paving contractor when we can and allow them to work over to complete a job ahead of bad weather. In so doing, it typically produces the need for paying overtime. By strategically dividing staff, we can provide inspection staff for 50 hours, before any overtime has to be spent.

REDUCES ABSENTISM

Both sick leave and vacation leave were used less than ever before or since for the year that the Roads & Bridges Department operated on a 10-hour a day basis. We speculate that many people scheduled appointments for their "day off," rather than having to take time off during work hours. Also, many of the Roads & Bridges employees prefer mini-vacations or long weekends, rather than week long excursions.

EMPLOYEE MORALE

Though many may argue that morale is not a significant indicator of a County Department's performance, we would argue that from our observations a happy worker works safer and is more productive. Morale was never higher than when the Roads & Bridges Department worked 10-hour days.

2008 Road's Schedule

JANUARY						
M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

MARCH						
M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MAY						
M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JULY						
M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

NOVEMBER						
M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

FEBRUARY						
M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

APRIL						
M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JUNE						
M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

AUGUST						
M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

OCTOBER						
M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

DECEMBER						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Thom Moxley
Danny Harris
Shelia O'Keiley

Bo Whitman

Gene Tippell
David Phillips
Stan McCall
Steve Lanning

Steve Herron

Pete Blackwell
Dean Swafford
Leuchis Jemery

Keith Rankin

Lane Oliver
David Black
Lester Latimore

Timmy Myers

Mike Vinson
Jimmy White

REASSESSMENT UPDATE
March 4, 2008

- 1) Reassessment Q & A
- 2) Appeals Summary dated 3/4/08
- 3) Appeals Summary dated 10/10/07
- 4) Appeals Summary dated 5/1/07
- 5) Budget FY 2005-2006
- 6) Budget FY 2006-2007
- 7) Tax Comparison Chart
- 8) Administrative Law Judge Ruling

ITEM # 1

REASSESSMENT Q & A

REASSESSMENT Q & A

What are the basic steps in a quality reassessment program?

- 1) A thorough physical inspection of each property. This includes the compilation of physical characteristics about the site such as location, frontage, view, access, and topography. Likewise information is also compiled regarding improvements located on the property. Examples include size, quality, age, condition, architectural design, renovations and additions.
- 2) Next, the property is assigned to a specific appraisal neighborhood, which is simply a geographic area consisting of similar properties.
- 3) Through an analysis of market land sales and building cost data a cost approach value is estimated for each property.
- 4) Using modern computer assisted mass appraisal technology, the characteristics of each property is then compared to those of similar properties which have sold in each neighborhood. The result being the development of a valuation model for each neighborhood which is used to adjust cost approach derived values to market value where they differ.
- 5) Once this process is complete a sales ratio analysis is run for the entire county by property type comparing appraised values to market sales. If the sales ratio is near 100% and the index of inequality is below 15% for each property type then all of the data is forwarded to the South Carolina Department of Revenue for approval.

- 6) Assuming SCDOR approval, assessment notices are mailed no later than July 1st and all except S.C. Administrative Law Court cases resolved by the following July 1st.
- 7) Considering the fact that reassessment programs must be implemented every five (5) years, the least amount of resources is expended by treating reassessment as an ongoing process. This means that once the appeals process is completed from one reassessment program the field work immediately begins for the next program.

What are the shortcomings of the reassessment methodology used by Oconee County in past reassessment programs?

- 1) Since 1993, no reassessment programs have included physical inspections of each property.
- 2) Computer technology utilized by the Assessor in the reappraisal process is over 30 years old and has few analytical capabilities.
- 3) Appraisal neighborhoods have never been established which means a single set of improvement cost tables must be applied county wide which makes some inequities unavoidable.

What effect did these shortcomings have on the 2005 reassessment program?

- 1) Statistically the program by far exceeded minimum South Carolina Department of Revenue standards for implementation approval. However, even though it exceeded minimum standards it was obvious that some inequities did exist as a result of failure to physically inspect properties.
- 2) Some inequities were also inevitable as a result of the inability to adjust property values based on neighborhood.
- 3) Due to a combination of inadequate technology and failure to establish appraisal neighborhoods it was not possible to adequately adjust all values at the end of the program to reflect the most recent sales. The result being some geographical areas being slightly closer to market value than others.

Was the number of appeals filed unusually high as a percentage of total parcels?

No, a total of 4,842 appeals were filed out of approximately 65,000 parcels which is a rate of approximately 7.4%. Most tax administrators would be very happy going into a reassessment program knowing they would have an appeal rate of less than 10%.

What is the current status of the 2006 appeals process?

As stated in previous meetings, our office has operated under the assumption that given our limited resources, maximum productivity and fairness could be achieved by attempting to settle all appeals informally before revisiting those which could not be settled informally.

The last of the informal appeals were completed in January. Of the total of 243 formal appeals filed, 42 have been settled and 17 are being scheduled for hearings before the Board of Assessment Appeals. The first hearing is scheduled for later this month and it is anticipated that they will try to meet twice monthly until all appeals are resolved.

In regards to the amount of time it will take to complete this process it cannot be estimated at this time for two reasons. First, we do not know how many cases will be resolved without a Board hearing. Secondly, the complexity of the cases that do go to the Board will determine how many can be heard during each meeting.

Why are 2006 appeals taking so long to resolve?

Even though assessment notices were mailed in July and August of 2006, only a limited number could be worked before August of 2007. The reason being the deadline for filing appeals was extended until February 23, 2007, and the appraisal staff was busy assisting the steady stream of taxpayers calling and visiting our office during this time period.

After the appeal deadline had passed, most of the appraisal staff was then assigned to complete the appraisal of new construction and subdivisions. Failure to do so would have resulted in these items not being included on the tax roll for tax year 2007.

The underlying cause of our inability to complete appeals in a timely manner dates back to when the 2005 program was first put into motion. By omitting the property inspection process, the existing staff plus a few temporary listers were able to finish the program in a timely manner. However, while a short cut was found for the reassessment process, one did not exist for the appeals process. Therefore, an adequate number of licensed appraisers were not available to handle both the appeals process and the ongoing non-reassessment related workload.

In addition, funding for temporary personnel was reduced for fiscal year 2005-2006 by approximately 50% below what was budgeted the previous year. Likewise, funding for temporary personnel to assist with the appeals process in fiscal year 2006-2007 was cut by approximately 50%. As indicated by the Reassessment update, a plan for expediting the formal appeal process was also presented for consideration last May but not funded. Knowing we needed to not only wrap up 2006 appeals but begin work on the 2010 reassessment program, additional regular full time licensed appraisers were requested in the fiscal year 2007-2008 budget but were not included in the Administrator's recommended budget.

How many new appeals were filed for tax year 2007?

Prior to tax year 2007 the deadline for filing appeals in year's of reassessment was 90 days after receipt of the notice and March 1st in non-reassessment years. These deadlines were put in place for two basic reasons. First, so that appeal information could be considered during the process of setting the millage rate. Secondly, to separate the property valuation and tax billing processes. The obvious reason being, that appeals must be based on property assessment and not tax amount.

For tax year 2007 we had a total of 492 new appeals. This inordinately high number of appeals could apparently be attributed to two factors. The first being the anticipated drop in homeowner property taxes resulting from new legislation exempting school operation taxes did not materialize for many. This caused by the fact resident homeowners were already getting a school operation tax exemption on the first \$100,000 of value, which in many cases resulted in little or no tax decrease. See the Tax Comparison Chart for an illustration.

Secondly, because new legislation extended the appeal deadline until January 15, 2008, homeowners failing to get the tax break anticipated seized the opportunity to appeal their valuation after receipt of their tax bill.

What kind of progress is being made on the resolution of 2007 appeals?

After completion of informal tax year 2006 appeals in January, two staff members were assigned to work on 2006 formal appeals. Remaining staff members are attempting to concurrently work on the appraisal of new construction and subdivisions for tax year 2008 and handle 2007 appeals. To date, 42 of these appeals have been responded to.

What steps are being taken to improve the reassessment process?

We are currently in the process of replacing our obsolete appraisal software with modern computer assisted mass appraisal technology and also performing QC on new digital tax maps. Once these two projects are complete and integrated we will have the technology needed to improve the property reassessment process. In addition, other departments can also

benefit by accessing this information through the county GIS.

In the upcoming budget, six (6) temporary data entry clerks are being requested for two purposes. First to data enter hard copy building sketches into the new computer system. Secondly, to perform clerical and data entry work associated with the upcoming reassessment program.

Also being requested in the upcoming fiscal year 2008-2009 Budget is six (6) regular full time licensed appraisers. This being the anticipated number needed in order for our staff to have the capability of performing reassessment programs and handling appeals in both a competent and timely manner.

ITEM # 2

APPEALS SUMMARY

2006 REASSESSMENT SUMMARY 3/4/08

				May-08
New law enacted requiring local and state prior to implementation of reassessment				
Reassessment ordinance			1st reading 2nd reading 3rd reading	16-Jun-08 20-Jun-08 27-Jun-08
South Carolina Department of Revenue approval to start reassessment process			Mobile Homes Real Estate	30-Jun-08 August 4-24, 2008
Assessment notices mailed			Proposed to council Approved by council	20-Aug-08 19-Sep-08
Millage rate			Notification Review began	7-Sep-08 24-Sep-08
South Carolina Department of Revenue review			Ready for mailing Mailed	8-Nov-08 9-Oct-08 13-Nov-08
South Carolina Department of Revenue July reassessment approval			540 Parcels Mobile Homes Real Estate	October 4-19, 2008 28-Sep-08 28-Nov-08
Corrected Assessments			2,563	
Complaints made due to roll-over errors			Mobile Homes	
Original Appeal Deadlines			Mobile Homes Real Estate	28-Nov-08 25-Feb-07
Appeal filed before original deadline			2,051	
Appeal deadline after 30-day extension			4,842 8,842	
County ordinance--1st reading 10/3/06 and reading 11/17/06--3rd reading 1/17/06				
Appeals during extended appeal period			243 58 42 10 7	
Total informal appeals			Twice monthly	
Informal appeals responded to				
Formal appeals filed				
Formal appeals reviewed and either resolved or being referred to Board of Appeals				
Formal appeals with Board of Assessment Appeals hearing dates scheduled				
Additional appeals referred to Board of Assessment Appeals hearing schedule				

2007 APPEALS SUMMARY

(new law implemented which extended appeal period from March 1, 2007 to Jan 10, 2009)

Informal appeals filed	492
Final appeal work completed	42
Informal appeals responded to	42
Final appeals	0

2008 WORKLOAD ANALYSIS (WITHOUT NEW LAWS)

(annual non-reassessment related workload)

New building appeals required resulting from new construction, alterations, etc.
 New land appeals required resulting from properties being subdivided
 New land appeals resulting from multi lot district applications
 Appeals typical for non-reassessment year prior to new law enactment (baseline)
 New appeals resulting from agricultural use applications
 Total appeals required without effects of new legislation

	1,728
	1,860
	74
	200
	23
	3,885

2008 WORKLOAD ANALYSIS (WITH NEW LEGISLATION)

(annual non-reassessment related workload)

New building appeals required resulting from new construction, alterations, etc.
 New land appeals required resulting from properties being subdivided
 New land appeals resulting from multi lot district applications
 Appeals typical for non-reassessment year prior to new law enactment (baseline)
 New appeals resulting from agricultural use applications
 New appeals resulting from uses which qualify as an assessable transfer of interest
 Total appeals required with effect of new legislation
 Anticipated workload increase resulting from new legislation

	1,728
	1,960
	74
	462
	23
	4,000
	18,172
	162%

FISCAL YEAR 2008-2009 MAJOR PROJECTS

Data Conversion

Complete conversion from the 30 yr old assessment software used in previous reassessment programs with modern computer assisted mass appraisal software. This will involve employing approximately six (6) temporary data entry clerks over the course of the reassessment project. Their primary tasks will include conversion of approximately 50,000 existing hard copy building sketches to a digital format, data entry of data being collected by the appraisal staff performing property inspections, performing clerical tasks and assisting the public when reassessment notices are mailed in the spring of 2011. It should also be noted that conversion to the new software will enable all county departments will GIS equipment to access the Assessor data base.

REASSESSMENT 2010

The most basic component of the reassessment process is an accurate physical description of each property. In regards to land its topography, shape view and location are critical factors. Critical factors in regards to the valuation of buildings include building design, architectural design, quality of material and workmanship, size, condition, etc. In order to complete the 2010 reassessment program in a timely and competent manner, work will need to begin early FY 2008. An additional 6 appraisers are required to reach this goal.

CONCLUSION

The 2005 reassessment program was completed with the assistance of 2-4 temporary listers/appraisers and 1-2 temporary clerks. However, this was possible only because like other reappraisals since 1993 the most basic but time consuming process was omitted, which was property inspections. The cumulative effect of this over the years coupled with less than optimal work being performed by temporary employees resulted in a considerable number of appeals being filed. This is not to say the number of appeals was an inordinate number considering the number of parcels in the county. But rather to point out that even though a short cut was taken by completing the program without the benefit of property inspections which made completing the program possible; there was no short cut for the appeals process. Consequently, by not hiring an appropriate number of licensed appraisers to complete the program in a competent and timely manner, an inadequate number of appraisers were available to handle the appeals. This problem was further compounded by funding for temporary personnel being reduced by approximately 50% in fiscal year 2005-2008. Likewise, funding for temporary personnel to assist with the appeals process in the fiscal year 2006-2007 was also cut by roughly 50%. It should also be noted that a plan for expediting the formal appeal process by contracting out some of the appraisal work was also submitted for consideration but not funded. In the 2007-2008 budget, we sought to add additional regular full time licensed appraisers to our staff to assist with completing the remaining 2006 appeals and to start data collection for the 2010 reassessment program. However, they were not included in the Administrator's recommended budget and consequently not funded. Therefore, with existing resources, we have done our best to balance the need for resolving appeals with the need to complete annual non reassessment related appraisal work such as the appraisal of new homes and subdivisions so that they might be added to the tax roll. The process for accomplishing this was to review and attempt to resolve all 2006 informal appeals before reviewing those a second time where formal appeals were filed. Additional resources was not available to concurrently handle both formal and informal appeals and non reassessment related work required for the preparation of tax notices.

ITEM # 3

**APPEALS SUMMARY
(10/10/2007)**

2006 REASSESSMENT SUMMARY 10/10/2007

New law enacted requiring local aid raise prior to implementation of reassessment.

May-05

Reassessment ordinance

1st reading 8-Jun-05
2nd reading 23-Jul-05
3rd reading 27-Jan-06

South Carolina Department of Revenue approval to mail reassessment notices

10/23/06

Assessment notice mailed

Mobile Homes 30-Jun-06
Real Estate August 4-24, 2006

Milage rate

Proposal to council 30-Aug-05
Approved by council 15-Sep-05

South Carolina Department of Revenue review

Notification 21-Sep-06
Review began 26-Sep-06

South Carolina Department of Revenue ruling

Reassessment approved 8-Nov-06

Real Estate Tax Notices

Ready for mailing 8-Oct-06
Mailed 13-Nov-06

Corrected Assessments (Corrections made due to roll-over errors)

340 Notices October 1-18, 2006

Original Appeal Deadlines

Mobile Homes 28-Sep-06
Real Estate 19-Nov-06

Appeals filed before original deadline

2,000

Appeals deadline after 90 day extension
(County conferences - 1st reading 10/10/06 - 2nd reading 10/17/2006 - 3rd reading 11/7/06)

Mobile Homes 28-Dec-06
Real Estate 23-Feb-07

Appeals during extended appeal period

2,000

Total appeals

4,000

Appeals responded to

3,375

Outstanding appeals

625

CONCLUSION

As indicated above, several unforeseen events have occurred outside the control of the Assessor which has added approximately nine (9) months to the time required for handling appeals. However, the overall increase in the time required to complete the process is much greater than nine (9) months as a result of the fact we have inadequate staffing to perform both ongoing assessment activities such as the appraisal of new homes, subdivision, etc. and handling reassessment activities simultaneously. Given the growth rate the County is experiencing, additional workload will be generated by recently enacted legislation, and the necessity of performing property revaluations during future reassessment programs will impede a minimum of six (6) additional appraisers will be required prior to handling work on the upcoming reassessment program. Virtually all of the 2006 appeals will have been received informally prior to the end of the calendar year. However, we anticipate having approximately 150 to 200 appeals remaining at that time which will be disposed of in a more formal manner, possibly including a hearing before the Osceola County Board of Assessment Appeals.

ITEM #4

**APPEAL SUMMARY
(5/1/2007)**

**2006 Tax Year Summary
(May 1, 2007)**

New legislation passed requiring Council to pass ordinance authorizing reassessment		May 2006
Original planned date for mailing assessment notices		June 1, 2007
Reassessment Ordinance	1 st reading 2 nd reading 3 rd reading	June 6, 2006 June 20, 2006 June 27, 2006
Milrage rate	Proposal to Council Approved by Council	August 30, 2006 September 19, 2006
Date range of assessment notices	Mobile homes Real Estate	July 30, 2006 August 4-24, 2006
90 day appeal deadlines	Mobile homes Real Estate	September 28, 2006 November 23, 2006
90 day extension on appeals	Mobile homes Real Estate	December 28, 2006 February 23, 2007
	(County ordinance-- 1 st reading 10/3/06--2 nd reading 10/17/06--3 rd reading 11/7/06)	
SCDOR review	Notification Review began	September 21, 2006 September 25, 2006
Real Estate Tax Notices	Ready for mailing	October 9, 2006
Corrected Assessments	540 parcels (Corrections made due to roll-over errors)	October 4-19, 2006
SCDOR ruling	Reassessment Approved	November 9, 2006
Real Estate Tax Notices	Mailed	November 13, 2006
Appeals filed prior to original closing date for appeals		2,553
Appeals since original closing date for appeals		2,280

Appeals—Tax year 2006	Written appeals received	4833
	Initial written response to taxpayer	2230
	Appeals not processed	2603
	Board of Assessment Appeals	111
	BOA appeals resolved informally	7

2007 Tax Year

(Must be complete by July 1, 2007)

Remaining new construction to be appraised (new construction complete as of 12/31/06)	1586
Remaining new land appraisals (deeds and plats filed in 2006)	1602

Remarks: Work must be complete and assessment notices sent by July 1st in order to be taxed for 2007 tax year.

Analysis

Overall the resolution of appeals has went very well with only 5% of the 2230 appeals handled to date resulting in a request for a Board of Assessment Appeals hearing. However, due to the following factors the process is running approximately 6 months behind schedule.

- 1. A law was passed at the end of the 2006 legislative session requiring that an ordinance be passed prior to implementation of reassessment.
- 2. The South Carolina Department of Revenue was asked to perform an audit of the reassessment program prior to implementation.
- 3. The deadline for filing appeals was extended an additional three months ending February 23, 2007.

At this time it appears there is no way to speed up the process given our current staffing level and budget. In fact, it possibly might even slow down somewhat until after July 1st due to the fact we must complete the appraisal of new construction and land parcels by that date in order for them to be taxed for 2007.

After 75 days either the county or the taxpayer must pay interest when the appeal is concluded depending on the final value conclusion. However, in most cases the amount of interest is not significant so this alone would apparently not warrant spending the money necessary to significantly speed up the resolution of appeals. But viewed in conjunction with a desire to better serve taxpayers, expending the additional funds might warrant consideration.

Should the decision be made to expend additional funds to speed up the resolution of appeals, I would suggest taking the route used by other jurisdictions throughout the country when existing staff cannot handle the workload generated by reassessment. Those steps generally involve contracting with private licensed appraisers to perform certain functions. In this instance, it would appear private appraisers could best be used in the preparation of appeals made to the Board of Assessment Appeals and the South Carolina Administrative Law Judge Division. Based on our experience so far it would appear a total of 150 to 200 formal appeals will be filed. Therefore, it is estimated a minimum of \$50,000 would be required to contract out this function.

ITEM # 5

BUDGET FY 2005-2006

Wayne County, South Carolina
 Administrator's Adopted Budget
 County Tax Assessor's Office
 Fiscal Year 2005-2006 Budget

Description	2003-2004 Actual	2004-2005 Budget	2004-2005 10 Months	2005-2006 Requested	2005-2006 Adopted
DIVISION: COUNTY TAX ASSESSOR'S OFFICE					
Wages and Salaries	67,187	620,050	335,301	424,660	461,889
Overtime and Temporary					0
Flycall Taxes & Insurance	102,412	109,385	75,825	216,095	223,620
Total Personnel	169,599	729,435	411,126	640,755	685,509
Travel, Training & Development	9,745	17,767	12,716	9,145	9,145
Program & Operational	5,288	3,898	3,542	5,310	5,000
Contracted Services	120,801	1125,003	77,158	55,581	50,031
Motor Vehicle Fees	4,972	3,000	5,688	2,500	2,500
Equipment Maintenance	6,456	10,562	7,428	5,425	5,425
Communication & Utilities	1,498	1,200	1,227	1,200	1,200
Occupancy Costs	0	0	0	0	0
Total Operating	145,863	183,167	104,100	83,901	83,301
Capital	1,244	500	431	10,082	10,082
Debt Service	0	0	0	0	0
Grants from Independent Agencies	0	0	0	0	0
Other	0	0	0	0	0
Total Other	1,244	500	431	10,082	10,082
Division Total	316,706	893,102	515,497	734,638	769,192

ITEM # 6

BUDGET FY 2006-2007

Assessor #3161
Budget Year 2006-2007

Account Number	Description	Adjusted Budget 2005-2006-01/00006	Actual As-Of	Departmental Request 2006-2007	Administrative Recommendation 2006-2007
	Full-Time Salary	\$	\$	\$ 429,953	
	Taxes	\$	\$	76,941	
	Insurance	\$	\$	135,388	
		\$	\$	641,392	
	New Position Request	\$	\$	55,254	\$
	Total Salary, Fringe and Benefits	\$	\$	696,646	641,332
10	0 Travel	\$	\$	-	-
10	0 Maintenance on Equipment	\$	\$	1,453	2,209
10	0 Professional	\$	\$	9,395	57,000
10	0 Equipment (Leased or Rented)	\$	\$	307,302	2,323
10	0 Telecommunications	\$	\$	709	2,721
12	0 Data Processing	\$	\$	-	-
10	0 Advertising	\$	\$	-	-
10	0 Dues, Organizations	\$	\$	1,993	3,638
10	0 Schools/Seminars/Training	\$	\$	7,650	15,730
10	0 Small Capital Equipment	\$	\$	268	2,188
10	0 Operational	\$	\$	5,000	5,000
10	0 Postage	\$	\$	856	4,335
10	0 Equipment, Capital Expenditures	\$	\$	23,440	263,352
	Total Expenditures	\$	\$	439,032	359,549
	Total Assessor	\$	\$	1,135,619	999,872

ITEM # 7

TAX COMPARISON CHART

4-Mar-08

ANALYSIS OF THE EFFECT NEW LEGISLATION EXEMPTING ALL SCHOOL OPERATION TAXES HAD ON HOMEOWNERS

\$100,000 Residence

2006 taxes based on old law		2007 taxes based on new law	
Assessment ratio	x 4%	Assessment ratio	x 4%
Assessed Valuation	4,000	Assessed Valuation	4,000
Millage Rate	x 0.204	Millage Rate	x 0.216
County Tax	= \$816.00	County Tax	= \$864.00
Assessment ratio	x 4%	Assessment ratio	x 4%
Assessed Valuation	4,000	Assessed Valuation	4,000
State relief rate	x 0.074	School Tax Exemption	= 0.1038
State Relief	= \$296.00	School Tax Relief	= \$439.20
County Tax	\$816.00	County Tax	\$864.00
State Relief	minus \$296.00	School Tax Relief	minus \$439.20
Tax Bill	\$520.00	Tax Bill	\$424.80

\$250,000 Residence

2006 taxes based on old law

Assessment ratio x 4%
 Assessed Valuation 10,000
 Millage Rate x 0.204
 County Tax = \$2,040.00

Assessment ratio x 4%

Assessed Valuation 10,000
 State relief rate
 (Max. relief \$296.00)
 State Relief = \$296.00

County Tax \$2,040.00
 State Relief minus \$296.00
 Tax Bill \$1,744.00

2007 taxes based on new law

Assessment ratio x 4%
 Assessed Valuation 10,000
 Millage Rate x 0.216
 County Tax = \$2,160.00

Assessment ratio x 4%

Assessed Valuation 10,000
 School Tax Exemption x 0.1098
 School Tax Relief = \$1,098.00

County Tax \$2,160.00
 School Tax Relief minus \$1,098.00
 Tax Bill \$1,062.00

\$500,000 Residence

2006 taxes based on old law

Assessment ratio: \times 4%
Assessed Valuation: 20,000
Millage Rate: \times 0.264
County Tax: = \$4,080.00

Assessment ratio: \times 4%

Assessed Valuation: 20,000
State relief rate
(Max. relief \$298.00): \times 0.074
State Relief: = \$298.00

County Tax: \$4,080.00
State Relief: \$298.00
minus
Tax Bill: \$3,784.00

2007 taxes based on new law

Assessment ratio: \times 4%
Assessed Valuation: 20,000
Millage Rate: \times 0.216
County Tax: = \$4,320.00

Assessment ratio: \times 4%

Assessed Valuation: 20,000
School Tax Exemption: \times 0.1065
School Tax Relief: = \$2,196.00

County Tax: \$4,320.00
School Tax Relief: \$2,196.00
minus
Tax Bill: \$2,124.00

\$1,000,000 Residence

2006 Taxes based on old law

Assessment ratio x 4%
 Assessed Valuation 40,000
 Millage Rate x 0.204
 County Tax = \$8,160.00

Assessment ratio x 4%

 Assessed Valuation 40,000

State relief rate
 (Max relief \$296.00)
 State Relief = \$296.00

County Tax \$8,160.00
 State Relief minus \$296.00
 Tax Bill = \$7,864.00

2007 Taxes based on new law

Assessment ratio x 4%
 Assessed Valuation 40,000
 Millage Rate x 0.218
 County Tax = \$8,640.00

Assessment ratio x 4%

 Assessed Valuation 40,000

School Tax Exemption x 0.1099
 School Tax Relief = \$4,392.00

County Tax \$8,640.00
 School Tax Relief minus \$4,392.00
 Tax Bill = \$4,248.00

ITEM # 8

**SAMPLE ADMINISTRATIVE LAW JUDGE
DECISION**

Division of Motor Vehicle He

Tuesday, March 04

Search:

SC Administrative Law Court Decisions

CAPTION:

Ruth Mitchell vs. Richland County Assessor

AGENCY:

Richland County Assessor

PARTIES:

Petitioners:
Ruth Mitchell

Respondents:

John A. Cloyd, Richland County Assessor

DOCKET NUMBER:

95-ALLJ-17-0259-CC

APPEARANCES:

Ruth Mitchell, pro se, for Petitioner

P. Lawrence Hoffman, Esq., for Respondent

ORDERS:

ORDER

I. Statement of the Case

This is a contested case matter brought by Ruth Mitchell as the Petitioner (hereinafter referred to as "taxpayer") against the Richland County Assessor (hereinafter referred to as "assessor") concerning property valuations for property tax year 1992. The property owner exhausted the prehearing remedies with the assessor and the Richland County Board of Assessment Appeals and is now seeking a contested case hearing before the Administrative Law Judge Division (hereinafter referred to as "ALJD"). Jurisdiction is granted the ALJD by S.C. Code Ann. §12-00-2540(A) (Supp. 1994). After considering all of the evidence presented at a hearing on September 6, 1995, I conclude the property must be valued at \$54,700.

Any issues raised in the proceedings or hearing of this case but not addressed in this Order are deemed denied. ALJD Rule 29(B). Further, the filing of a motion for reconsideration is not a prerequisite to any party filing a notice of appeal of this Order. ALJD Rule 29(C).

II. Issues

1. Is the taxpayer's property correctly valued for assessment purposes for 1992?

95-ALLJ-17-0259-CC

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2. Is the taxpayer's property equitably valued in relation to similar properties?

III. Analysis

A. The Fair Market Value of the Property

1. Positions of Parties:

The taxpayer challenges the accuracy of the market sales method used to value her property. She asserts the sales of similar properties, hereinafter referred to as "comparables," do not adequately reflect the value of the property. The assessor, however, asserts his comparables considered the limitations on the taxpayer's property and fairly represent the value of the property.

2. Findings of Fact:

I find, by a preponderance of the evidence, the following facts:

a. General

1. The taxpayer is the owner of a parcel of real estate consisting of a lot with improvements.
2. The property is located in Richland County, South Carolina, is identified on the Richland County Tax Map as Tax Map #19104-04-04, and carries an address of 7534 Burdell Drive, Columbia, South Carolina.
3. The Richland County Assessor appraised the property for the 1992 tax year for \$54,700.
4. After an appeal by the taxpayer to the assessor, the assessor performed a physical inspection of the property and still maintained the value of the property was \$54,700.
5. The taxpayer appealed to the Richland County Board of Assessment Appeals, which also concluded the property is to be valued at \$54,700.

b. Description of Property

6. The subject property consists of a lot with a size of 82 x 219 feet.
7. The structure is a three bedroom, one and a half bath, one-story brick veneer house with approximately 1176 square feet of living space.
8. The property is used as a rental property and is well maintained.

c. Method of Valuation

9. The assessor used four comparables in his application of the market sales approach.
10. Comparable number 1 is located on the same street as the taxpayer's property and consists of an 82 x 219 foot lot.
11. Assessor's comparable number 1 has an improvement consisting of a three bedroom or one and a half bath house with 1,128 square feet which sold in June of 1991 for a sales price of \$53,700.
12. Comparable number 2 is approximately a quarter of a mile from the taxpayer's property.

and consists of an 100 x 200 foot lot.

13. Assessor's comparable number 2 has an improvement consisting of a three bedroom or one and a half bath house with 1,350 square feet which sold in August of 1991 for a sales price of \$61,000.

14. Comparable number 3 is located several streets away and consists of an 64 x 150 foot lot.

15. Assessor's comparable number 3 has an improvement consisting of a three bedroom or one bath house with 1,080 square feet which sold in July of 1989 for a sales price of \$49,900.

16. Comparable number 4 is located on the same street as the taxpayer's property and consists of an 82 x 215 foot lot.

17. Assessor's comparable number 4 has an improvement consisting of a three bedroom or one and a half bath house with 1,153 square feet which sold in June of 1992 for a sales price of \$60,000.

18. The properties identified above as comparables 1 through 4 are sufficiently similar to the taxpayer's property to be used as reliable evidence of the value of the taxpayer's property.

19. The sales of comparable properties provide a range of values per square foot as follows:

<i>Property</i>	<i>Sales Price</i>	<i>Square Feet</i>	<i>Sales Price per Sq. Foot</i>
Assessor's comparable 1	\$ 53,700	1,128	\$ 47.61
Assessor's comparable 2	61,000	1,350	45.19
Assessor's comparable 3	49,900	1,080	46.20
Assessor's comparable 4	60,000	1,153	52.04

20. The average value per square foot based upon the sales prices and the square footage of the living space of the assessor's four comparables is \$47.76.

21. The average sales price of the assessor's four comparable properties is \$ 56,150.

22. The assessor values the taxpayer's property at \$54,700 or \$48.51 per square foot of living space.

23. The taxpayer presented no sales of comparable properties. 24. The taxpayer's property fairly valued at \$54,700.

3. Discussion

The issue in dispute is the value of the taxpayer's property. The value is established by determining the price a willing buyer would pay to a willing seller for the taxpayer's property. S. C. Code Ann. §12-37-930 (Supp. 1994). The evidence here supports the \$54,700 value based upon a market sale approach.

The four sales utilized by the assessor are reliable indicators of value. The comparable sale

present an average value per square foot of living space of approximately \$47.70 per square foot and an average sales price of \$66,150. The assessor's value of the taxpayer's property of \$46.51 per square foot and \$54,700 is well within the fair market value of other similar property.

4. Conclusions of Law

Based on the foregoing Findings of Fact and Discussion, I conclude the following as a matter of law:

1. All property shall be valued for taxation purposes at its true value in money which in all cases shall be held to be the price which the property would bring following reasonable exposure to the market, where both the seller and the buyer are willing, are not acting under compulsion, and are reasonably well informed as to the uses and purposes for which it is adapted and for which it is capable of being used. S. C. Code Ann. §12-37-930 (Supp. 1994)
2. Fair market value is the measure of true value for taxation purposes. *Lindsey v. South Carolina Tax Commission*, 302 S.C. 504, 397 S.E. 2d 95 (1990).
3. While not conclusive, market sales of comparable properties present probative evidence of the fair market value of similar property. 84 C.J.S. *Taxation* § 411 (1954); see *Cloyd v. Mabry*, 295 S.C. 66, 397 S.E. 2d 171 (Ct. App. 1988).
4. The value of the taxpayer's land and improvements for assessment purposes is \$54,700 for the assessment year 1992.

B. Equity In Relation To Similar Property

1. Positions of Parties:

The taxpayer's position is that the property in dispute is not equitably valued in relation to other properties. She seeks to have her property reduced in value to reflect the values of similar property in the area. The assessor asserts the same method of valuation was used on all of the properties in the taxpayer's area and that all properties were valued fairly.

2. Findings of Fact:

I find, by a preponderance of the evidence, the following facts:

1. The following properties are located on Burdell Drive and are comparable to the taxpayer property:

<u>Map No.</u>	<u>Appraised Value</u>	<u>Sq. Ft. Living Area</u>	<u>Appraised Value Per Square Foot</u>
19108-03-08	\$63,400	1,128	\$47.34
19104-04-02	57,200	1,339	42.72
19104-04-03	56,600	1,250	45.28
19108-03-02	52,400	1,107	47.34
19108-03-03	53,200	1,153	46.14

2. The assessor's average adjusted assessment for the five comparables is 45.76 per square foot.

3. The assessor's average adjusted assessment for the five comparables is \$54,580.
4. The taxpayer's property is assessed at \$54,700 or \$46.51 per square foot of living space.
5. Discrepancies in assessments of properties owned by other property owners in the taxpayer's neighborhood have occurred.
6. Property located at 7540 Burdell Drive is adjacent to the taxpayer's property.
7. The 7540 Burdell Drive property is similarly built and has approximately the same size lot as the taxpayer. Such property is assessed at \$56,700 even though the structures on 7540 Burdell Drive contain significantly more square footage than the taxpayer's property.
8. The discrepancy in value from the taxpayer's to that of 7540 Burdell Drive is not intentional but rather results from errors of judgment.

3. Discussion

The taxpayer is seeking a reduction in value based on principles of equity. The allegation is that some neighbors own similar property which is valued less than the taxpayer's property. From this position, the taxpayer asserts the properties should be equalized by reducing the taxpayer's value.

The taxpayer's argument is based upon the Equal Protection Clauses of the Federal and State Constitutions, as well as the uniformity provision found in the South Carolina Constitution at Article X, Section 1. These provisions do not afford the taxpayer the relief she seeks.

None of the above constitutional provisions require absolute accuracy in property tax matter. *Allied Stores of Ohio v. Bowers*, 358 U.S. 522 (1959); *Owen Steel Co., Inc. v. South Carolina Tax Commission*, 257 S.C. 274, 337 S.E. 2d 580 (1965). Complete equity and uniformity are not practically attainable when valuing property. *Wasson v. Mayas*, 252 S.C. 497, 187 S.E. 2d 304 (1967). Rather, what is proscribed is the intentional and systematic undervaluation of certain properties while other properties in the same class are valued at fair market value. *Sunday Lake Sun Co. v. Wakefield Taxpayer*, 247 U.S. 350 (1918).

The burden of proving an intentional and systematic undervaluation rests with the complaining party. *Sunday Lake Sun Co.*, *supra*. This burden is not met by a mere showing that some properties are undervalued. *Owen Steel Co., Inc.*, *supra*. Rather, where a county assessor deliberately established a county-wide procedure whereby all property values were based upon their most recent purchase price, an intentional and systematic undervaluation of property was found. *Allegheny-Pittsburgh Coal Co. v. County Commission*, 455 U.S. 33 (1982).

Unlike *Allegheny-Pittsburgh Coal Co.*, *supra*, there has been no showing in the instant case that the county assessor has intentionally and systematically undervalued property in the county. Further, there is no showing the taxpayer's property has in fact been valued higher than other similar properties.

The comparables in the record indicate the assessor attempted to value all properties at fair market value. For example, the comparable assessments show that the assessor's average assessment for the five comparables is \$45.76 per square foot and that the average assessment for the five comparables is \$54,580. Here the taxpayer's property carries an assessment of \$46.51 per square foot of living space and is assessed for \$54,700. Such a value is reasonably in line with the values determined by the comparables.

4. Conclusions of Law

Based on the foregoing Findings of Fact and Discussion, I conclude the following as a matter of law:

1. The taxpayer's property is valued equitably in relation to similar property.
2. There is no systematic or intentional undervaluation of property in the county.
3. There is no violation of the equal protection clauses of the Federal or South Carolina Constitutions.
4. There is no violation of the uniformity provision of the South Carolina Constitution as set out at Article X, Section 1.
5. The taxpayer is not entitled to have the disputed property value lowered due to inequities in assessment.

IV. ORDER

Based upon the foregoing Discussion, Findings of Fact, and Conclusions of Law, the following ORDER is issued:

The assessor is ordered to value the taxpayer's property identified as Richland County Tax Map #19104-04-04 at a value of \$54,700 for assessment year 1995.

IT IS SO ORDERED:

RAY N. STEVENS

Administrative Law Judge

This 8th day of September, 1995.

**Oconee County
South Carolina**

**County Council Meeting
March 4, 2008**



Lake Hartwell Coalition

SC Counties

Auderset
Oconee
Pickens

GA Counties

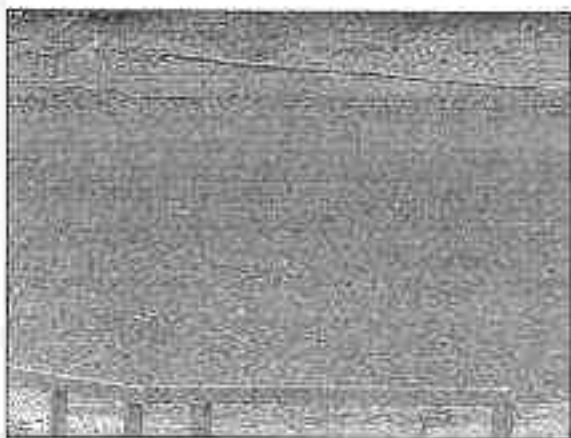
Hart
Franklin
Stephens

Lake Hartwell Coalition Towns and Cities

Georgia	South Carolina
Carnesville	Anderson
Hartwell	Clemson
Lavonia	Piedmont
Toccoa	Pickens
	Seneca
	Walhalla
	Westminster

How Does Lake Level Impact Our Local Economy?

- How much bare shoreline does it take to impact visits to the lake?
- How many dollars of lost retail sales occur at 4ft, 6ft low, 10 ft low or 15 ft low?
- Do low lake levels impact other sectors of the economy?



How can we know?

- Market analysis using:

- Sales tax data
- Lake property sales
- Surveys of local business



Who will perform the study?

- USACE Engineer Research & Development
- Clemson University, Strom Thurmond Institute
- Counties, cities, towns, chambers, citizens



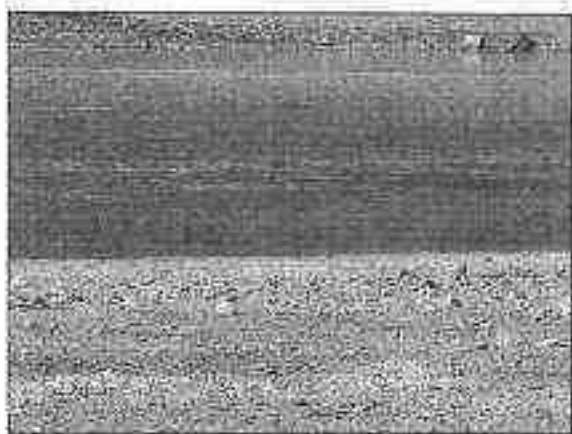
How much will it cost?

- 1st determine a scope of work
- Local input to establish scope and desired outcomes
- USACE & Strom Thurmond Institute formulated work load and timeline
- \$200,000 and 10 months (phase 1)
- \$200,000 and 10 months (phase 2)



Who will pay? (phase 1)

- USACE Recreation Economic Assessment System (REAS) Matching Funds=\$100,000
- Coalition counties, towns & cities, chambers of commerce = \$100,000
 - Must have a non-Federal political subdivision to receive and manage USACE grant funds.



How much from each Coalition member?

-six equal parts?
-by population?
-by miles of shoreline?
-by geographic size?



How will the analysis be used?

- As a tool to encourage lake level management
- As an indicator of lake impact on all sectors of the local economies- not just recreation.
- As proof that Lake Hartwell is an economic engine- more than flood control & power generation

*Lake Hartwell
Economic Impact Analysis
Proposal/Scope of Work*

Prepared By:

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South Carolina Water Resources Center

*Strom Thurmond Institute of
Government and Public Affairs*

December 13, 2007

Lake Hartwell Economic Impact Analysis

Purpose

The purpose of this initiative is to clearly assess the economic impact that lake levels have on the six counties that surround Lake Hartwell. The study will provide a better understanding of the economic importance of Lake Hartwell to each specified county in Upstate South Carolina and Northeast Georgia. The study will reveal the amount of economic activity within these counties that can be attributed to Lake Hartwell and will provide detailed analysis that may assist local, state, and federal stakeholders in making future informed management decisions.

The economic impact that Lake Hartwell has on the counties that border it has not been quantified to date. At present, Lake Hartwell is considered to be a valuable resource to Upstate South Carolina and Northeast Georgia in many ways. The contributions that the lake provides include: scenic beauty, water supply, power generation, flood control, and recreation. Many of these factors have been studied in the past, and they have been assessed as benefits. A better understanding of the economic impact of lake levels would provide a more detailed depiction of the total value of Lake Hartwell and would divulge the costs that could be attributed to the previously mentioned benefits.

An economic impact study of varying lake levels in relation to Lake Hartwell would provide local businesses, local governments, state agencies, and federal agencies with a comprehensive and accurate tool necessary to better manage Lake Hartwell in an economically efficient and effective manner.

Background

Lake Hartwell was built by the U.S. Army Corps of Engineers between 1955 and 1963. Hartwell Dam was initially constructed as part of a hydropower, flood control, and navigation project. Authorized purposes for the lake now include water supply, water quality, fish and wildlife management, and recreation. Lake Hartwell is intersected by Interstate Highway 85, and the six counties that border the lake are in close proximity to one of the fastest growing areas of the United States.

Tourism is a well known component of the value of Lake Hartwell, and visitors to the counties located near the lake generate revenue for local businesses and employment for residents. The lake also acts as a catalyst that drives residential and commercial development within these counties. The demand for individuals to live, work, and play near the lake provides jobs and an expanded customer base for area businesses.

Scope of Study

The geographic area of the study shall consist of all of the counties bordering the lake. These counties include Anderson, Oconee, and Pickens in South Carolina and Franklin, Hart, and Stephens in Georgia. The study will focus on the 10 year time period from 1997 to 2007. The project will consist of two phases. Phase I will focus on the identification, collection, and analysis of quantitative data. Findings from this phase will help direct the research objectives of Phase II. The second phase will emphasize qualitative and quantitative data collection through interviews and surveys. Phase II will offer a combined study from information gathered in both phases. The synthesis from this knowledge will then be used to create a growth and development projection tool that will be able to forecast economic impacts based on varying lake level scenarios.

Phase I

The objective of Phase I will be to develop a study design through research and reconnaissance, the collection of data, and analysis of findings. The overarching goal of Phase I will be to assess various economic changes within the specified study region in relation to changes in lake levels. Emphasis will be placed on isolating lake level impacts while controlling for outside economic factors. Comparisons to other similar lakes with consistent data will be a measure that will provide a clearer assessment of the specific economic characteristics and dynamics attributed to Lake Hartwell.

- A. Sales tax revenue in relation to lake levels
 1. Direct tourism related sales tax revenue in each county within certain perimeter of Lake Hartwell:
 - a. marinas (fuel sales, docking, other general sales)
 - b. boat sales/boat rentals
 - c. lodging
 - d. restaurants
 - e. gasoline sales
 - f. lake rental property
 - g. sales from retail stores directly associated with Lake Hartwell (fishing, outdoor recreation, etc.)
 2. Revenue related to purchases from commercial retailers within direct proximity of Lake Harwell.
 - a. large commercial retailers (Wal-Mart, grocery stores, etc.)
 - b. building supply/home improvement (Lowes, Home Depot)

B. Real estate, land values, and development

1. 2007 estimate of total property value of lakefront real estate (segmented by county)
2. Residential development in relation to lake levels (value and number of exchanges segmented by county)
3. Commercial development in relation to lake levels (value and number of exchanges segmented by county)
4. Assessment of the major roadways and potential development spots for increasing tourism, residential, and commercial growth.

C. Direct comparison of Lake Hartwell to other similar lakes with recreation data provided by the U.S. Army Corps of Engineers.

Phase II

Phase II shall include an in-depth analysis of each of the areas addressed in Phase I to produce a comprehensive picture of economic impact of Lake Hartwell. The study will include onsite interviews and survey information. Specific data collection for identified areas of importance will also be gathered through interviews and surveys in order to provide a true estimation of the economic impacts at the local level. A projective growth analysis of future economic developments based on various lake level scenarios will be created in order to inform future local, state, and federal management decisions.

A. Interviews/Surveys

1. Interviews will concentrate on specific tourism, residential, or commercial segments by county identified as focus areas of study in Phase I
2. Surveys may be incorporated in order to retrieve a broader range of responses from a larger segmentation

B. Additional Data Collection from Interviews/Surveys

C. Growth & Development Projection with lake level scenarios

Project Schedule

The anticipated time-frame to complete Phase I of the economic impact analysis project is 40 weeks. Phase II of the study would take an additional 40 weeks to complete. Data acquisition and analysis will comprise a large part of the project concerning both phases. The data acquired in Phase I will serve as the basis for development of Phase II and other subsequent studies.

<u>Phase I Components</u>	<u>Time-frame</u>
1. Research & Reconnaissance	2 weeks
2. Collection of Data	16 weeks
3. Analysis of Findings	8 weeks
4. Draft of Final Study	8 weeks
5. <u>Compilation and Presentation of Final Study</u>	<u>4 weeks</u>
Total	40 weeks

<u>Phase II Components</u>	<u>Time-frame</u>
1. Interviews/Surveys	20 weeks
2. Additional Data Collection/Compilation	10 weeks
3. <u>Growth & Development Projection</u>	<u>10 weeks</u>
Total	40 weeks

Project Costs

Due to the extensive levels of information required to complete a thorough economic impact analysis of Lake Hartwell costs are estimated at \$200,000.00 for Phase I and an additional \$200,000 for Phase II.

Phase I Components

Costs

1. Research & Reconnaissance
2. Collection of Data
3. Analysis of Findings
4. Draft of Final Study
5. Compilation and Presentation of Final Study

Total

\$200,000

Phase II Components

Costs

1. Interviews/Surveys
2. Additional Data Collection/Compilation
3. Growth & Development Projection

Total

\$200,000

Lake Hartwell Coalition

Shoreline

	Shoreline (miles)	Islands Shoreline (miles)	Total Shoreline (miles)	%	\$
Mainland -	992	83.3	1065.3		
<small>Source: ES&E</small>					
Franklin County	43	1	44	4.209%	\$ 4,200.32
Pickens County	57	0.8	57.8	5.530%	\$ 5,529.51
Stephens County	91	0.9	81.9	7.835%	\$ 7,835.07
Hart County	238	11.8	229.6	21.984%	\$ 21,984.12
Oconee County	262	11.9	273.9	26.203%	\$ 26,203.00
Anderson County	301	56.9	357.9	34.238%	\$ 34,238.57
				100.000%	\$ 100,000.00

Population

total pop- 434,718

2007

	total pop	Square Miles	%	\$
<small>Source: US Census</small>				
Franklin County	21,928	179.3	5.042%	\$ 5,042.35
Hart County	24,474	232.2	5.630%	\$ 5,628.88
Stephens County	24,945	263.3	5.738%	\$ 5,738.20
Oconee County	70,491	405.9	16.215%	\$ 16,215.24
Pickens County	134,613	625.4	28.385%	\$ 28,384.91
Anderson County	178,275	718	41.009%	\$ 41,009.34
	434,718		100.000%	\$ 100,000.00

Land Mass

total sqm 2915.1

Square Miles

	total sqm	Square Miles	%	\$
<small>Source: SCAGIS</small>				
Stephens County		179.3	7.125%	\$ 7,125.94
Hart County		232.2	9.232%	\$ 9,232.24
Franklin County		263.3	10.469%	\$ 10,469.77
Pickens County		405.9	15.767%	\$ 15,753.67
Oconee County		625.4	24.066%	\$ 24,066.81
Anderson County		718	28.518%	\$ 28,517.57
			100.000%	\$ 100,000.00

Equal Division

6 Counties @ \$16,666.67=

\$100,000.02

**Presented to Oconee County Council
March 4, 2008
Larry Linsin**

Possible funding options for fitness, swimming, recreation center

Contacts:

**Burnie Whitson
Management Consultant
YMCA of the USA
102 Kimi Court
Easley, SC 29642 Telephone: 800-872-9622, Ext 2845**

**Anna Connelly
Executive Director, Foothills Area Family YMCA
275 YMCA Circle
Seneca, SC 29678 Telephone: 864-654-9622**

**Franklin Health and Fitness Center
1214 East Main Street
Franklin, North Carolina 28734 Telephone: 828-369-5608
Attention: Doctor Morris**

The desire to build a fitness, swimming pool and recreation facility comes up on a regular basis. It came up again at your last meeting. Mr. Lyles mentioned, correctly, how nice YMCAs are in other areas

Usually, cities and counties rely on tax money, in the form of direct funding, bonds, public private partnerships or grants to build, staff and maintain such a facility. All of these methods are funded by taxpayer dollars, but here are two ways you can have such a facility without spending one dollar of taxpayer money...the YMCA option, and a privately funded success story in Franklin, North Carolina:

In the mid 1980s, four doctors in Franklin saw a need for a physical fitness and recreation facility. They formed a general partnership, and invested \$25,000 each as an initial investment in a facility. They sold another 25 limited partnerships to obtain more funding. They invested their own money. The facility was built, and the owners sold memberships. Memberships were so inexpensive that we bought our own membership at a time in our lives when we could barely afford to watch television for entertainment. Memberships grew, and the facility is still providing that swimming pool, walking tracks, exercise equipment and other services, at low cost, with the owners making a profit and paying taxes on the business. Not one dollar of tax money, in the form of general funds, bonds or grants was needed. It costs the taxpayers nothing to staff it and maintain it. It's a tax producer, not a tax drain.

Several years ago, Macon County's government proposed a multi-million dollar facility, similar to this free enterprise facility. It would have duplicated the private facility, but with huge costs to taxpayers for construction, staffing, and maintenance. The idea was dropped.

For the YMCA option, I contacted the YMCA representatives in our area who would be involved in starting one here. There are many ways to start one, including ways that do not rely on taxpayers' money:

(1) Health care providers, including An-Med have contributed

land and start-up money. That's corporate funding. I was told that Jeanne Ward at OMH has been talking to the Y about a similar plan for us. I urge you to contact her for details.

(2) Individuals can start a Founders' committee, have Founders' campaigns, get financial commitments from individuals and businesses, have annual fund drives, build the facility and maintain it. Typically, Founders' campaigns raise several hundred thousand dollars initially, then commit to funding the first 3 years, and continue funding after that with sales of memberships and annual fund drives. Tax money is not involved.

(3) Private individuals have started Y's. In Pickens, one family worked with corporations and private individuals in 1960 to start a Y. It's still thriving. The same has been done in other cities.

Building, operating and maintaining do not require funding through hospitality taxes, bonds, or diverting other appropriated recreation money to the Y. Eighty percent of all Y's are started and maintained by the private sector. Eighty percent!

Y's are 501C(3) non-profits. They turn no one away because of an inability to pay. I was told that 10% or more of the memberships are set aside for people who cannot pay. Their costs are borne by private contributions and annual fund drives. It works, and it works without tax money. There are Y's in South Carolina that are over 100 years old. They're here to stay, and they can provide the recreation facilities mentioned so many times by county leaders at no cost to taxpayers.

If private sector, free enterprise individuals and businesses believe there is enough desire or need for a fitness, swimming and recreation center to make it viable, they will invest and provide one. If enough people in our county want one, or believe we need one, the private sector will respond. On the other hand, if there is not enough support to justify that investment, I question the rationale for sending every taxpayer in the county a bill to help pay for one. Private initiative and free enterprise still work.

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

MODIFICATION /AMENDMENT OF LEASE AGREEMENT

Whereas on the 17th day of October, 2006, the Oconee Humane Society, Inc and Oconee County entered into a lease agreement and whereas there are specific sections of this lease agreement that both parties have found it necessary to modify, this modification of Lease Agreement is executed and delivered in duplicate originals.

THIS MODIFICATION OF LEASE AGREEMENT entered into this _____ day of _____, by and between Oconee County Humane Society, Inc. (hereinafter "the Lessor") and Oconee County, a body politic of the State of South Carolina (hereinafter "the Lessee"), and the Agreement is executed and delivered in duplicate originals.

ARTICLE I: PREMISES

For and in consideration of the rental hereinafter specified and the mutual promises and covenants herein, the Lessor hereby agrees to lease and demise to the Lessee and the Lessee agrees to rent from the Lessor according to the terms hereof and subject to easements reserved by the Lessor herein, the following described property (hereinafter "the Premises"), to wit:

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee, Seneca Township, on the southeast side of US Highway 123, containing 3.872 acres, more or less, as shown and more fully described on a Plat thereof by R. Jay

Cooper, PE & LS #4682, dated 4/24/02 and recorded in Plat Book A874, page 6, records of Oconee County, South Carolina.

This conveyance is made subject to any and all easements or rights of way heretofore conveyed by the Grantor herein or any predecessor in title as may appear of public record or upon the premises.

This being a portion of the property conveyed to the Oconee County Humane Society by deed of Joe B. Hughes, recorded on the 3rd day of February, 2003 in Deed Book 1263, page 152 in the records of Oconee County, South Carolina.

AND ALSO: All that certain piece, parcel or lot of land

As shown and more full described in that certain Deed of Norfolk

Southern Railway Company to Oconee County Humane Society, Inc. and

containing 0.824 acres more or less and lying within the old railroad

bed of the Atlanta and Charlotte Air Line Railway Company and as

shown and more fully described on a plat thereof of John Robert Tuter

S.C.P.L.S. No. 11913, dated March 8, 2006 and recorded in Plat Book B153, page 2,

records of Oconee County, South Carolina.

TOGETHER WITH all rights, title or interest the Grantor has or may have in and to that property lying within the right of way of U. S. 76 & 123 and adjoining the northwesterly boundary line of the above described property.

Said parcel being a portion of the property conveyed by deed of S. K. Dendy to

Atlanta and Richmond Air Line Railway Co., dated June 24, 1872, recorded in Book C,

pages 219-220 in the Land Records of Oconee County, South Carolina.

SUBJECT to all restrictions, conditions, easements, licenses and reservations,

whether or not of record and subject to easements reserved by the Lessor herein.

LESS AND EXCEPTING ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND LYING AND BEING SITUATE IN THE STATE OF SOUTH CAROLINA COUNTY OF OCONEE, BEING KNOWN AND DESIGNATED AS PARCEL "A" CONTAINING 0.162 OF AN ACRE AND PARCEL "B" CONTAINING 0.250 OF AN ACRE, AS SHOWN AND MORE FULLY DESCRIBED ON A PLAT THEREOF PREPARED BY GREGORY BLAKE SOSEBEL, P.L.S. # 14818, RECORDED OF EVEN DATE IN PLAT BOOK _____, PAGE _____, RECORDS OF OCONEE COUNTY, SOUTH CAROLINA.

AS PART OF THE CONSIDERATION FOR THIS MODIFICATION/AMENDMENT OF LEASE AGREEMENT, THE LESSOR AND THE LESSEE FURTHER AGREE THAT THE LESSOR RESERVES UNTO ITSELF AND ITS SUCCESSORS AND ASSIGNS, AND SUCH AGENTS, CUSTOMERS, INVITEES, LICENSEES, EMPLOYEES, SERVANTS, CONTRACTORS AND AGENTS AS MIGHT BE DESIGNATED BY LESSOR FROM TIME TO TIME, THE FOLLOWING EASEMENTS OVER THE PREMISES LEASED TO THE LESSEE, WHICH EASEMENTS ARE SET FORTH AS FOLLOWS TO WIT:

- A) General Access Easement: A general, common non-exclusive and perpetual easement for the purposes of vehicular and pedestrian ingress, egress, and access through, across and over portions of the leased premises, including through, across and over paved driveways now or hereafter situated upon the leased premises for the benefit of Lessor, its successors and assigns, and such agents, customers, invitees, licensees, employees, servants, contractors and agents as might be designated by Lessor from time to time for non-exclusive ingress and egress from US Highway 76/123 to Parcel A and Parcel B.
- B) Parking Easement: A general non-exclusive and perpetual easement for the purpose of vehicular parking, through, across and over portions of the leased premises of the Lessee for the non-exclusive

right to park vehicles on the leased premises for the benefit of Lessor, its successors and assigns and such agents, customers, invitees, licensees, employees, servants, contractors and agents as might be designated by Lessor from time to time. Nothing herein shall prohibit the relocation or rearrangement from time to time of the parking areas existing on the leased premises, provided that reasonable parking is provided for the use of the Lessor, its invitees, customers, agents, contractors, for the benefit of Parcel A and Parcel B. Lessor shall have no obligation to provide a parking area for Parcel A and Parcel B.

- C) Utility Easement: A general non-exclusive and perpetual easement over, under and across any and all portions of the leased premises leased by Lessee for access and connection to and installation and maintenance and repair and replacement of any and all necessary lines, piping or connectors to any and all utilities contained on or desired for the development and use of Parcel A and Parcel B, including without limitation, water, sewer, electric and telephone. Any facilities installed pursuant to this paragraph shall be located so that it is not to unreasonably interfere with the use or occupancy of any existing or proposed buildings on the leased premises. Any damage caused by the installation or the maintenance of such facilities shall be properly repaired and restored at the costs and expense of any party causing such work to be performed.

THE USE OF THE EASEMENTS CREATED BY THIS AGREEMENT WILL BE NON-EXCLUSIVE AND FOR THE USE AND BENEFIT OF LESSOR, ITS SUCCESSORS AND ASSIGNS AND SUCH AGENTS, CUSTOMERS, INVITEES, LICENSEES, EMPLOYEES, SERVANTS, CONTRACTORS, AND AGENTS AS MIGHT BE DESIGNATED BY LESSOR FROM TIME TO TIME. ALL EASEMENTS AND RIGHTS RESERVED BY THE LESSOR IN THIS AGREEMENT, ARE RESERVED FOR THE BENEFIT OF THE LESSOR, ITS SUCCESSORS AND ASSIGNS FOR THE BENEFIT OF PARCEL A AND PARCEL B, WHICH IS OWNED BY THE LESSOR.

ARTICLE II : TERM AND CONSIDERATION

2.1 ORIGINAL TERM

The term of this Lease shall be for a period of ninety-nine (99) years, that is, commencing on the 1st day of October, 2005, and ending on the 30th day of September, 2105.

2.2 CONSIDERATION

The rental for the Premises shall be the sum of one (\$1.00) per annum and other mutual consideration as set forth in this lease agreement. Lessee shall construct a new animal shelter building on the premises for use by the Lessee in its animal control operations and for use by the Lessor as an Adoption Center.

ARTICLE III: REPAIR AND MAINTENANCE AND UTILITIES

Lessee agrees to accept the Premises which are the subject of the Lease in the same condition and state of repair as exists upon the date of taking possession. Lessee shall be responsible for all utilities, maintenance repairs, improvements and upkeep thereon except as set forth in this Agreement. Lessee shall be responsible for construction of a new animal shelter on the premises and for maintaining the building after said construction is completed. Lessee shall be responsible for maintaining any additional improvements that Lessee constructs for Lessee's use. Lessee shall be responsible for constructing and maintaining the driveway, parking lot and perimeter fencing of the premises. Lessee shall have no obligation to insure any additional building constructed by the lessor.

ARTICLE IV: COVENANTS OF LESSOR

The Lessor, for itself and its assigns, covenants and agrees with the Lessee as follows, to wit:

4.1: To allow Lessee quiet and peaceful possession of the leased Premises.

4.2: That Lessor may keep and maintain fire and hazard insurance on the leased Premises for its own protection, but will not be responsible for insuring the contents for any fixtures or equipment of Lessee, same being the sole responsibility of the Lessee.

4.3: To allow Lessor to remove Lessee's own property and equipment from the Premises at the expiration of the Lease, provided that any change to the Premises occasioned by such removal be repaired and replaced by Lessee within ninety (90) days of such removal.

4.4: Lessor reserves the right to go upon the Premises from time to time to inspect the same, but agrees that such inspection shall be carried on in such a manner as not to interfere with continued peaceful possession thereof by the Lessee. Lessor's inspector will be accompanied by an authorized representative of the Lessee.

ARTICLE V: COVENANTS OF LESSEE

The Lessee, itself and its assigns, hereby covenants and agrees with the Lessor as follows, to wit:

5.1: To pay the rental when due and not to suffer to exist on the leased Premises any illegal or unlawful activity.

5.2: In the event Lessee stops using the premises in its Animal Control operations, this lease shall end.

5.3: That Lessee will be solely responsible for any alterations or improvements made on the Premises, and shall cause to be paid all costs and expenses in connection therewith in a prompt and businesslike manner so as to protect and save harmless the Lessor and the leased Premises from claims of materialmen or mechanics. Lessee agrees that any such improvements permanently affixed to the leased Premises shall remain with the Premises. Lessee agrees not to mortgage or encumber the premises without the express written consent of the Lessor.

5.4: That as additional consideration for this Lease, Lessee will timely pay all assessments for utilities consumed by Lessee upon the Premises as well as all ad valorem taxes and assessments which may become due and owing on any of the leased property during the term of this Lease and will present to the Lessor evidence of prompt payment thereof.

5.5: That as additional consideration of this Lease, Lessee will keep and maintain fire and hazard insurance on the leased Premises throughout the term of this Lease, with loss payable to the Lessee in an amount representing the full insurable value of the Premises, and will provide to the Lessor a Certificate of Insurance evidencing such coverage, together with evidence of prompt payment of all premiums due thereon. In the event that the Shelter is damaged or destroyed by an insurable event, Lessee shall use any fire and hazard insurance proceeds to repair or replace the Shelter.

5.6: That Lessee will, so long as this Lease be in full force and effect and including any optional term, keep and maintain on the leased Premises public liability insurances to protect the Lessee and the Lessor and the leased Premises from any claim for injury to person or damage to property upon the leased Premises and shall furnish to

the Lessor a copy of the policy providing such coverage, together with evidence of prompt payment of all premiums due thereon.

5.7: That at the expiration of this Lease, it will return the leased Premises to the Lessor in as good condition as when received, excepting only reasonable wear and tear occasioned by everyday use and occupancy or damage or destruction by fire or other unavoidable casualty as hereinafter set forth. Lessee specifically agrees to promptly repair and replace any damage to the Premises at its market value at the time of the loss occasioned by the negligence of the Lessee or its employees and agents.

ARTICLE VI: MUTUAL COVENANTS

The Lessor and the Lessee mutually covenant and agree, each with the other, as follows, to wit:

6.1: If the Lessee shall breach any of the terms of this Lease or if it shall fail to pay the rental for any period in excess thirty (30) days, and if such default continues after ten (10) days written notice to cure the same, then in any such event the Lessor shall have the right to retake possession of the leased Premises immediately and all rights of possession of the Lessee shall end and the Lessor shall have the right to relet the Premises under such terms and conditions as it may be able, the Lessee remaining responsible for any and all loss of rental suffered by Lessor by reason of a breach of this Agreement.

6.2: If the leased Premises or any portion thereof be hereafter acquired by public authority through eminent domain or condemnation and if such taking or condemnation be such as to materially affect the purpose for which the Premises are rented, including but not limited to the taking of more than thirty (30) percent of the parking area adjacent to the building on the leased Premises, then the Lessor shall have:

the option to substitute such additional parking area as to restore the usefulness of the Premises to Lessee or if the Lessor be unable to restore or unwilling to do so, the Lessee shall have the right to revoke this Lease. It is specifically agreed however, that the Lessee shall have no claim to any award for condemnation received by Lessor, any damages suffered by the taking of the Premises by a condemning authority to be damage to the Lessor, only.

6.3: If the leased Premises be destroyed by fire or other unavoidable casualty which is not due to the negligence of the Lessee or its agents or employees, so as to render the same untenable and unfit for use and occupancy by the Lessee for a period in excess of sixty (60) days, then at the option of either party this Lease may be rescinded. Provided, however, if the Premises may be repaired and restored to usefulness within a reasonable time, then at the option and expense of the Lessee the Premises may be restored and this Lease preserved and the rental shall cease for such time as the Premises are untenable by the Lessee.

6.4: Each of the parties acknowledges receipt of one copy of this Lease, duly executed, which shall be and constitute an original. Each agrees that the terms hereof shall be binding upon themselves, their heirs and assigns during the term herein created and is enforceable at law. The parties acknowledge their mailing addresses to be as noted beneath their signatures below and that all notices required under the terms hereof may be mailed to that address.

TO ALL OF WHICH the parties have heretofore agreed and in witness whereof, have hereunto placed their Hands and affixed their Seats this day and date first above written.

Signed, Sealed and Delivered
in the Presence of:

Witness _____

Deonee County Humane Society, Inc.
Lessor

Witness _____

Witness _____

Deonee County
Lessee

Witness _____

ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

I _____, A Notary Public for the State of
South Carolina, do hereby certify that _____
(Lessee/Lessor) personally appeared before
me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal the _____ day of _____,
_____.

NOTARY PUBLIC
STATE OF SOUTH CAROLINA

My commission expires: _____

(SEAL)